



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, May 16, 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

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

- A.** Interviews - Planning Commission Position 4, 5, 6, and 7 Vacancies
- B.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- C.** Development Review - Planning
- D.** DD21 Maintenance Contract
- E.** ECP Landscape Maintenance Contract
- F.** Fireworks
- G.** Jiffy Lube Agreement
- H.** Strategic Planning

3. OTHER COUNCIL ITEMS

4. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Interviews - Planning Commission Position 4, 5, 6, and 7 Vacancies	Agenda Item #: 2.A
	For Agenda of: 5/16/2023
	Prepared by: Morgan Dorner, Evan Hietpas
Attachments (list): 1. Chapter 2.30 Planning Commission	
Approval of Materials: Morgan Dorner, Evan Hietpas Rachel Pitzel, City Clerk/HR Director 5/11/2023 Dave Gray 5/11/2023 Daryl Eidinger 5/11/2023	Expenditure Required:
	Amount Budgeted:
	Timeline: May 16, 2023 Council Study Session Interviews May 23, 2023 Regular Council Meeting Appointment

Summary Statement:

The planning commission serves as the principal advisory body to the city council with responsibility for providing guidance and direction for land use policy. In accordance with Edgewood Municipal Code (EMC) Section 2.30.020 for Planning Commission vacancies, City Council shall fill vacancies as stated in the Council Rules of Procedure. Per the Council Rules, once the applications are received, the City Council shall review and rank application packets. All candidates shall be interviewed by the Council.

In selecting the planning commission, the city council shall seek to ensure representation includes members with an understanding of architecture and urban planning, economic development, community involvement, and knowledge of the specific concerns of Edgewood residents. Furthermore, the council shall seek a diverse membership that includes residents from each geographic region of the city, owners or operators of Edgewood businesses, and citizens with a record of community involvement. Each member of the commission must be a city resident.

There are currently four (4) positions on the Planning Commission with a term set to expire June 30, 2023, and we have received three (3) applications for these upcoming vacancies. This agenda item is intended to allow City Council to interview said applicants. After the City Council's interview, at the next scheduled Regular Council Meeting, the Mayor shall appoint the chosen interviewee and the Council shall confirm or deny the appointment proposed by the Mayor. The appointment confirmation is scheduled to occur during the regular council meeting next week (May 23, 2023) in anticipation of filling the Position 4, 5, 6, and 7 vacancies for two-year term appointments beginning July 1, 2023 and ending June 30, 2025.

Item History:

N/A

Recommended Action:

Conduct interviews for the Planning Commission Positions 4, 5, 6, and 7 vacancies.

Fiscal Note/Consideration:
N/A

Chapter 2.30
PLANNING COMMISSION*

Sections:

- 2.30.010 Created.
- 2.30.020 Membership.
- 2.30.030 Duties.
- 2.30.040 Organization.
- 2.30.050 Minutes preparation.

*Prior legislation: Ord. 98-115.

2.30.010 Created.

- A. The original nine-member planning commission was appointed by the city council on December 4, 1997.
- B. The council originally appointed four members to terms expiring June 30, 1999, and five members to terms expiring June 30, 2001. The terms of the members currently serving on the commission shall expire May 6, 2003. A new commission, consisting of seven members, is hereby established. This planning commission shall serve pursuant to the authority granted by RCW 35A.63.020.
- C. Members of the newly established seven-member commission shall be appointed by the council, in accordance with the process set forth in the Section 20 of Council Rules of Procedures, by position number, and shall serve staggered terms as follows: Positions 1 through 3 will initially serve a three-year term expiring on June 30, 2006, with two-year terms being assigned thereafter, and positions 4 through 7 will be assigned two-year terms expiring on June 30, 2005, with two-year terms being assigned thereafter, in order to create staggered terms for the overall membership.
- D. Future commission members shall be selected in accordance with Section 20 of the Council Rules of Procedures.
- E. The planning commission shall serve the city council as an advisory body with power to recommend policy to the council.
- F. Establishment of the planning commission shall not preclude the use of a hearing examiner by the city to address quasi-judicial matters. (Ord. 03-207 § 1; Ord. 00-157 § 1; Ord. 99-138 § 1).

2.30.020 Membership.

- A. Planning commission members shall serve without compensation.
- B. Planning commission members shall serve a two-year term.
- C. Reappointment to the planning commission shall be in accordance with Section 20 of the Council Rules of Procedures.
- D. A commissioner shall attend no less than 80 percent of regular meetings during any 12-month period for which there is no prearranged absence approved by the chair. Failure to meet these attendance requirements shall be grounds for removal by the city council.
- E. In selecting the planning commission, the city council shall seek to ensure representation includes members with an understanding of architecture and urban planning, economic development, community involvement, and knowledge of the specific concerns of Edgewood residents. Furthermore, the council shall seek a diverse membership that includes residents from each geographic region of the city, owners or operators of Edgewood businesses, and citizens with a record of community involvement. Each member of the commission must be a city resident.
- F. Any commissioner may be removed by a majority vote of the city council. The decision of the city council regarding membership shall be final and there shall be no appeal therefrom.

G. The city council shall fill vacancies as stated in Section 20 of the Council Rules of Procedures with the newly appointed commissioners serving the remainder of the term of the vacant position.

H. If participation in any decision by any member of the commission presents a conflict of interest or creates an appearance of fairness problem, that member shall recuse himself from deliberations or voting as to the issue. Members of the planning commission shall fully comply with Chapter 42.23 RCW, Code of Ethics for Municipal Officers, Chapter 42.36 RCW, Appearance of Fairness Doctrine, and such other rules and regulations as may be adopted from time to time by the city council regulating the conduct of any person holding appointive office within the city. (Ord. 08-304 § 1; Ord. 03-207 § 1; Ord. 00-157 § 1; Ord. 99-138 § 2).

2.30.030 Duties.

The planning commission serves as the principal advisory body to the city council with responsibility for providing guidance and direction for land use policy. Duties of the commission shall include:

A. Providing recommendations to the city council for development and review of the comprehensive plan in compliance with Chapter 36.70A RCW. This includes establishing procedures providing for early and continuous public participation in the development and amendment of the comprehensive land use plan and development regulations implementing the plan.

B. Periodically reviewing and recommending amendments to the zoning map and table of permitted uses.

C. Periodically reviewing and recommending amendments to the development regulations.

D. Other duties as assigned by the council relating to subjects referred to in Chapter 35A.63 RCW. (Ord. 03-207 § 1; Ord. 99-138 § 3).

2.30.040 Organization.

A. The mayor may appoint and the city council may confirm a chair and vice-chair. If the mayor and council choose not to select the chair and vice-chair, the commission shall elect them from its members. The chair and vice-chair terms of office shall be for one year beginning July 1st and ending June 30th. The elected chair and vice-chair shall preside in the absence of the chair. The chair and vice-chair shall be voting members of the commission. The council may create and fill other such offices as it may determine it requires.

B. At least once each year, the commission shall meet with the council to discuss the commission's work and land use policy in general.

C. The commission shall adopt such rules and regulations as are necessary for the conduct of its business, including rules of procedure.

D. A majority of planning commission members shall represent a quorum for the transaction of businesses, and a majority vote of those present shall be necessary to carry any proposition.

E. The planning commission shall conduct meetings in accordance with the Open Public Meetings Act, and shall, whenever possible, keep a taped and/or written record of its meetings, resolutions, transactions, findings and determinations.

F. The commission shall keep a tape recording or other verbatim record of any public hearing. (Ord. 03-207 § 1; Ord. 00-157 § 1; Ord. 99-138 § 4).

2.30.050 Minutes preparation.

A. Purpose of Minutes. A sufficient record must be kept to furnish evidence that the planning commission has complied with the law or rules by which it is governed. The facts contained in the minutes are also treated as evidence in a court of law.

B. Content of Minutes. Minutes shall show exactly what actions were taken and decisions made at the commission meeting(s). The following is a list of information to be included in the minutes:

1. Date of meeting;

2. Location of meeting;
3. Type of meeting (regular, continued, public hearing, etc.);
4. Time of meeting;
5. Time meeting commenced;
6. Officials/members present*;
7. Officials/members absent or excused*;
8. Topics of business;
9. Actions taken on each business matter;
10. Record of motions;
11. Record of voting;
12. Time of adjournment.

*If a commissioner leaves during a meeting, note time of departure and time of return, if applicable. If a commissioner arrives after commencement of the meeting, note time of arrival.

C. Standard Format. Use of standardized format to create uniformity of minute entries and to save time in composing the record shall be developed by the city clerk. Composition of the minutes shall require the input of only specifics, such as verbiage of motions made, maker of motions and second, and results of voting. Other statements, discussion, and remarks of individual commissioners and commentators will not be noted in the official minutes. Written statements may be submitted to the city clerk and will be retained in the appropriate meeting file. (Ord. 05-250 § 1).



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.B
	For Agenda of: 5/16/2023
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera Rachel Pitzel, City Clerk/HR Director 5/9/2023 Dave Gray 5/11/2023 Daryl Eidinger 5/11/2023	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Development Review - Planning	Agenda Item #: 2.C								
	For Agenda of: 5/16/2023								
	Prepared by: Morgan Dorner								
Attachments (list): - Monthly Projects - Council Summary - Pending Projects with Chart - Plat Construction Report - Permit Inspection Tally_Apr2023									
<table><tr><td>Approval of Materials: Morgan Dorner Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger</td><td>Expenditure Required: N/A Amount Budgeted: N/A Timeline: Recurring monthly during the second Study Session</td></tr><tr><td>5/11/2023</td><td></td></tr><tr><td>5/11/2023</td><td></td></tr><tr><td>5/11/2023</td><td></td></tr></table>		Approval of Materials: Morgan Dorner Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: N/A Amount Budgeted: N/A Timeline: Recurring monthly during the second Study Session	5/11/2023		5/11/2023		5/11/2023	
Approval of Materials: Morgan Dorner Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: N/A Amount Budgeted: N/A Timeline: Recurring monthly during the second Study Session								
5/11/2023									
5/11/2023									
5/11/2023									

Summary Statement:

The City's Community & Economic Development (CED) Department is entrusted by City Council, Edgewood citizens, and the State of Washington to provide growth management and development review, neighborhood preservation and revitalization, property inspection and maintenance, and other programs and business development services necessary to ensure the healthy, safety, and quality of life of Edgewood residents. To carry out these responsibilities, CED staff members perform numerous customer interactions, code interpretations, permitting functions, project permit reviews, on-site inspections, code enforcement, and multiple other functions.

To summarize the departmental functions, staff created several reports to provide monthly status updates regarding the flow of project permits and inspections. These reports are attached to this agenda bill each month. In addition, the CED Dashboard is available for viewing online at any time (<https://edgewood-wa.maps.arcgis.com/apps/opsdashboard/index.html#/6bbcef192696453796fd56c7cc928217>). On a rotating basis, one of the three division managers from the CED Department will present a quarterly update regarding their specific work group--in addition to the monthly reports. Morgan Dorner, Senior Planner will be presenting the Development Review this month.

Item History:

Recommended Action:

Hold a discussion

Fiscal Note/Consideration:

Pending Projects - Planning and Engineering Permits

45 Permits

Exported: 05/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
ADMIN USE PERMIT (AUP)								
22-1614	ARCO AMPM ADMINISTRATIVE USE	XXX 11TH ST E	420037064	PLANNING	ADMIN USE PERMIT (AUP)	UNDER REVIEW	12/02/2022	04/26/2023
23-1054	VERIZON WIRELESS FACILITY REAUTHORIZATION AUP	10223 29TH ST E	3625000371	PLANNING	ADMIN USE PERMIT (AUP)	UNDER REVIEW	02/03/2023	04/27/2023
ADMINISTRATIVE DECISION								
23-1170	WOLF POINT SUBDIVISION PLAT MODIFICATION	9810 36TH ST E	420165030	PLANNING	ADMINISTRATIVE DECISION	PENDING PAYMENT	04/04/2023	04/18/2023
ADMINISTRATIVE VARIANCE								
23-1177	NUXOLL GARAGE ADDITION ADMINISTRATIVE VARIANCE	2816 116TH AVENUE CT E	6027530070	PLANNING	ADMINISTRATIVE VARIANCE	UNDER REVIEW	04/10/2023	05/01/2023
BLA								
23-1143	PASQUIER BLA	12513 44TH STREET CT E	6755000040	PLANNING	BLA	WAITING ON REVISIONS	03/18/2023	04/27/2023
CLEAR AND GRADE								
21-1298	PROLOGIS PARK PHASE I CLEAR AND GRADE	3926 90TH AVE E	420163076	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	06/29/2021	09/08/2022
22-1101	DEROSS CLEAR AND GRADE	1105 108TH AVE E	420037014	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	03/24/2022	03/24/2023
23-1056	VANENGELLENBURG CLEAR AND GRADE	12105 53RD STREET CT E	420232197	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	02/04/2023	02/07/2023
23-1083	NORTHWOOD ESTATES WEST CLEAR AND GRADE	9623 24TH ST E	420091103	ENGINEERING	CLEAR AND GRADE	UNDER REVIEW	02/16/2023	04/28/2023
23-1084	SIDHU CLEAR AND GRADE	2004 WEST VALLEY HWY E	4495400980	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	02/16/2023	02/17/2023
CODE UPDATES AND CHANGES								
22-1064	TOWN CENTER SUBAREA PLAN	2224 104TH AVE E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	02/09/2022	12/06/2022
22-0070	GENERAL SEWER PLAN (GSP) UPDATE	2224 104TH AVE E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	11/22/2022	03/07/2023
22-0080	GREEN BELT APARTMENTS COMPREHENSIVE PLAN AMENDMENT AND REZONE	9917 24TH ST E	420091014	PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	12/21/2022	03/28/2023
23-0020	TRANSPORTATION IMPROVEMENT PLAN (TIP) UPDATE	2224 104TH AVE E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	04/27/2023	04/27/2023
CRITICAL AREAS								
22-1580	SANDU SFR - CRITICAL AREAS	3822 108TH AVE E	420152028	PLANNING	CRITICAL AREAS	INCOMPLETE	11/04/2022	02/13/2023
DESIGN STAND REVIEW								
20-1348	DHALIWAL TC LANDING DESIGN STANDARDS REVIEW	1914 MERIDIAN AV E	420091158	PLANNING	DESIGN STAND REVIEW	UNDER REVIEW	07/13/2020	02/23/2023
POST REVISION - ENG								
19-1413	WOLF POINTE SITE DEVELOPMENT POST REVISION	9810 36TH ST E	420165030	ENGINEERING	POST REVISION - ENG REVISIONS	WAITING ON REVISIONS	03/10/2022	09/08/2022
21-1017	THE LEARNING EXPERIENCE SITE DEVELOPMENT POST REVISION	527 MERIDIAN AVE E	420036070	ENGINEERING	POST REVISION - ENG UNDER REVIEW		03/01/2023	04/28/2023
PRE APP								
22-1638	SANDHU REZONE PRE-APPLICATION	830 WEST VALLEY HWY E	420024003	PLANNING	PRE APP	INCOMPLETE	12/16/2022	03/06/2023

Pending Projects - Planning and Engineering Permits

4/5 Permits

Exported: 05/01/2023

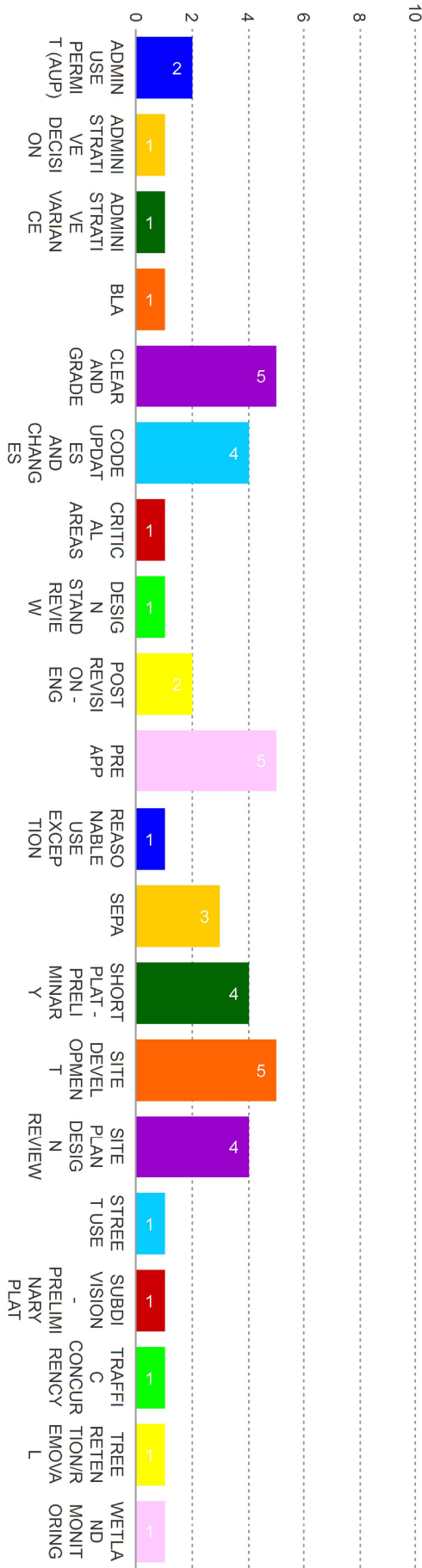
Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
23-1078	PETTIT SHORT PLAT PRE APPLICATION	4218 108TH AV E	420153184	PLANNING	PRE APP	PENDING PAYMENT	02/15/2023	03/10/2023
23-1128	ARKHIPCHUK SHORT PLAT PRE APPLICATION	2105 112TH AVE E	9770000090	PLANNING	PRE APP	UNDER REVIEW	03/13/2023	04/27/2023
23-1168	JOVITA STORAGE REZONE PRE-APPLICATION MEETING	12620 JOVITA BLVD E	420021022	PLANNING	PRE APP	UNDER REVIEW	04/03/2023	04/27/2023
23-1191	TISLENOK HOMESTEADS SHORT PLAT PRE APP	2804 90TH AVE E	420093089	PLANNING	PRE APP	UNDER REVIEW	04/17/2023	05/01/2023
REASONABLE USE EXCEPTION								
23-1046	DE ROSS ACCESS DRIVEWAY REASONABLE USE EXCEPTION	1105 108TH AVE E	420037014	PLANNING	REASONABLE USE EXCEPTION	WAITING ON REVISIONS	01/26/2023	04/18/2023
SEPA								
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	420163076	PLANNING	SEPA	APPLICATION	10/28/2022	10/28/2022
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	420163076	PLANNING	SEPA	APPLICATION	10/28/2022	10/28/2022
22-1580	SANDU SFR - SEPA	3822 108TH AVE E	420152028	PLANNING	SEPA	APPLICATION	11/04/2022	02/09/2023
SHORT PLAT - PRELIMINARY								
22-1385	AFICHUK PRELIMINARY SHORT PLAT	1625 112TH AVE E	9770000011	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	07/15/2022	04/28/2023
22-1479	JONES PRELIMINARY SHORT PLAT	11517 34TH ST E	420151002	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	09/16/2022	04/17/2023
23-1144	CONNOLLY PRELIMINARY SHORT PLAT	1711 122ND AVE E	420112155	PLANNING	SHORT PLAT - PRELIMINARY	INCOMPLETE	03/20/2023	03/30/2023
23-1153	WEBSTER SHORT PLAT ALTERATION	11203 16TH ST E	420038028	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	03/23/2023	04/27/2023
SITE DEVELOPMENT								
19-1401	BEREZNVOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	420096012	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	08/16/2019	10/25/2022
20-1624	DHALIWAL TC LANDING SITE DEVELOPMENT	1914 MERIDIAN AV E	420091158	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	11/30/2020	04/21/2023
21-1430	WINDMILL PARK TOWNHOMES SITE DEVELOPMENT	3117 MERIDIAN AVE E	420103072	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	09/24/2021	09/23/2022
22-1397	VIEW POINTE RV SITE DEVELOPMENT	10315 12TH STREET CT E	420037059	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	07/26/2022	05/01/2023
23-1131	KOT SITE DEVELOPMENT	1513 105TH AVENUE CT E	420037028	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	03/13/2023	04/27/2023
SITE PLAN DESIGN REVIEW								
21-1031	PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	420163076	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	01/22/2021	04/03/2023
22-1505	2513 MERIDIAN MIXED-USE SITE PLAN REVIEW	XXX MERIDIAN AVE E	420103027	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	09/29/2022	04/28/2023
22-1615	ARCO AMPM SITE PLAN DESIGN REVIEW	XXX 11TH ST E	420037064	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	12/02/2022	03/06/2023
23-1126	SPRAGUE SITE PLAN REVIEW	1104 122ND AVE E	420023073	PLANNING	SITE PLAN DESIGN REVIEW	INCOMPLETE	03/13/2023	04/17/2023
STREET USE								
22-031	DUNCAN STREET USE	113 MERIDIAN AVE E	420032021	ENGINEERING	STREET USE	UNDER REVIEW	06/09/2022	07/15/2022

Pending Projects - Planning and Engineering Permits

45 Permits Exported: 05/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
SUBDIVISION - PRELIMINARY PLAT								
21-1282	WINDMILL PARK TOWNHOMES SUBDIVISION PRELIMINARY PLAT	3117 MERIDIAN AVE E	420103072	PLANNING	SUBDIVISION - PRELIMINARY PLAT	UNDER REVIEW	06/17/2021	04/25/2023
TRAFFIC CONCURRENCY								
23-1175	HOMESTRETCH SUBDIVISION TRAFFIC CONCURRENCY	2120 116TH AVE E	420101036	ENGINEERING	TRAFFIC CONCURRENCY	UNDER REVIEW	04/07/2023	04/13/2023
TREE RETENTION/REMOVAL								
23-1199	SINGH TREE REMOVAL	8306 36TH ST E	420171012	PLANNING	TREE RETENTION/REMOVAL	INCOMPLETE	04/21/2023	04/24/2023
WETLAND MONITORING								
22-1570WM	JENNA ACRES WETLAND MONITORING	1419 114TH AVE E	420034061	PLANNING	WETLAND MONITORING	APPLICATION	11/28/2022	12/03/2022

Permits by Type



Plat Construction Tracking Report- April 2023

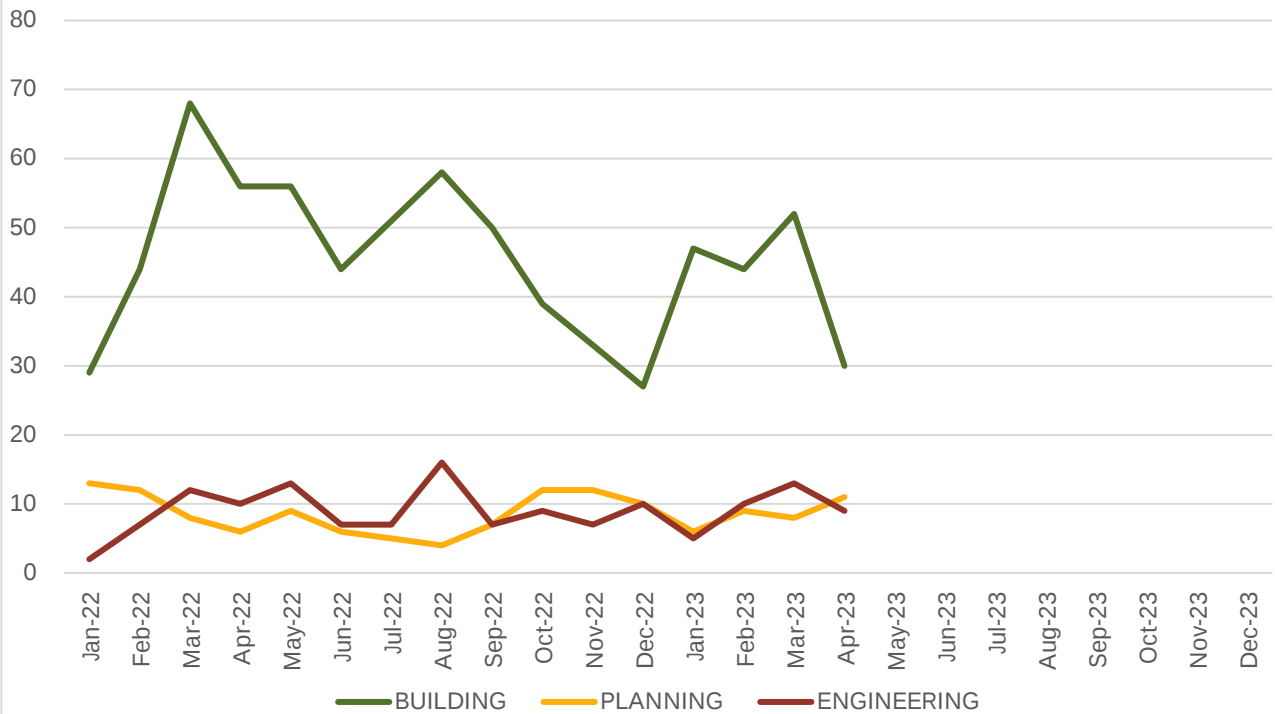
Preliminary Plat						Site Development	Final Plat		Buildout	
Submitted	Project	Address	Total Lots	Status	Approved	Status	Status	Lots Recorded	Completed Homes #	Completion Date
2022	JONES SHORT PLAT	11517 34TH ST E	3	APPLICATION						
	AFICHUK SHORT PLAT	1625 112TH AVE E	2	APPLICATION						
2021	WINDMILL PARK TOWNHOMES	3117 MERIDIAN AVE E	45	APPLICATION		APPLICATION				
	BREYER SHORT PLAT	2114 95TH AVCT E	5	APPROVED	9/20/2021	FINALED				
2020	TEBALDI SHORT PLAT	4625 126TH AV E	2	APPROVED	11/12/2020	N/A	APPROVED	2	1	50%
	PADEN SHORT PLAT	1302 114TH ST E	2	APPROVED	2/1/2021					
	HARRISON SHORT PLAT	12121 42ND ST E	2	APPROVED	2/1/2021	FINALED	APPROVED	2	1	50%
	PHILLIPS RIDGE SUBDIVISION	XXX 86TH AVCT E	14	APPROVED	12/29/2020	FINALED	APPROVED	14	7	
	DODDS SHORT PLAT	4902 EDGEWOOD DR E	2	APPROVED	9/3/2020	N/A	APPROVED	2	1	50%
2019	BJERK SHORT PLAT	9815 31ST ST E	2	APPROVED	1/14/2020	N/A	APPROVED	2	1	50%
	ESTATES ON CALDWELL SUBDIVISION	XXX CALDWELL RD E	6	APPROVED	5/5/2020	FINALED	APPROVED	6	1	17%
	JENNA ACRES SHORT PLAT	1419 114TH AV E	4	APPROVED	9/14/2020	FINALED	APPROVED	4	1	25%
	SELLERS SHORT PLAT	11215 13TH ST E	2	APPROVED	9/27/2019					
	BECKER SHORT PLAT	4122 CALDWELL RD E	2	APPROVED	7/1/2019	ISSUED	APPROVED	2	1	50%
2018	BARTH SUBDIVISION (FALCON RIDGE)	XXX 96TH AV E	37	APPROVED	6/4/2020	ISSUED	APPROVED	35	4	11%
	GRUBB SHORT PLAT	12325 48TH ST E	3	APPROVED	12/29/2020					
	CHUMAKIN SHORT PLAT	2005 112TH AV E	4	APPROVED	6/22/2018	FINALED	APPROVED	4	2	50%
	BEREZNYOV SHORT PLAT	8904 20TH ST E	4	APPROVED	1/10/2019	APPLICATION				
	ABEL SHORT PLAT	12321 16TH ST E	6	APPROVED	9/13/2018	ISSUED	APPROVED	6	3	50%
2017	WOLF POINT SUBDIVISION	XXX MERIDIAN AV E	56	APPROVED	3/20/2019	ISSUED				
2016	VOLENTE SUBDIVISION	8626 33RD ST E	15	APPROVED	6/6/2017	ISSUED	APPROVED	15	0	
	DOMUS TOWNHOMES PRD (THE WOODLANDS)	10525 11TH ST E	55	APPROVED	1/11/2017	FINALED	APPROVED	55	17	31%
	GERVAIS SHORT PLAT	1607 112TH AVE E	3	APPROVED	12/22/2016	ISSUED	APPROVED	3	1	33%
	PASCOLO ESTATES SUBDIVISION	2806 117TH AVE CT E	19	APPROVED	3/21/2017	FINALED	APPROVED	19	16	84%
2015	NICKLAUS (ASTER POINT) SUBDIVISION	2305-2307 94TH AVE CT E	38	APPROVED	12/15/2016	FINALED	APPROVED	38	31	82%
	CALIBER SHORT PLAT	3312 106TH AVE E	6	APPROVED	9/8/2016	FINALED	APPROVED	6	5	83%
	EDGEWOOD ESTATES SUBDIVISION	12220 12TH ST E	14	APPROVED	9/29/2016	ISSUED	APPROVED	14	13	93%
	VIEW POINTE SUBDIVISION	10413 13TH ST E	44	APPROVED	4/29/2016	FINALED	APPROVED	44	43	98%
	CURRAN ESTATES SUBDIVISION	412 114TH AVE E	9	APPROVED	12/30/2015	FINALED	APPROVED	9	7	78%
2014	LISITSYN SHORT PLAT	11120 COUNTY LINE RD E	6	APPROVED	7/15/2014	FINALED	APPROVED	6	3	50%
2013	WESTRIDGE SUBDIVISION	FREEMAN RD	290	APPROVED	9/4/2014	FINALED	APPROVED	284	280	98%

Apr 2023

Monthly Development Report



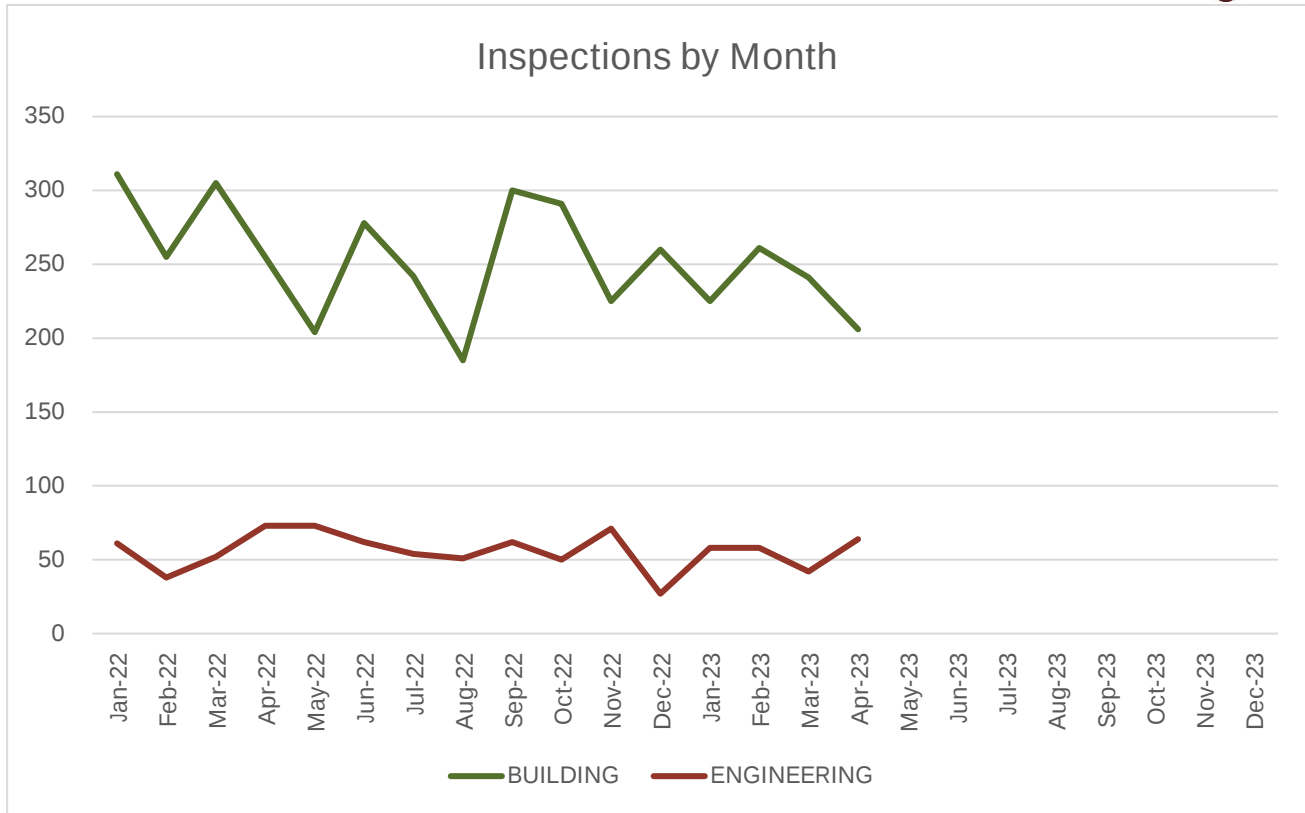
Permits Received by Month



Permits	Building		Planning		Engineering	
	Received	Approved	Received	Approved	Received	Approved
Apr 2023	30	32	11	9	9	9
Apr 2022	56	28	6	8	10	9
Roll Avg 2023	43	33	9	7	9	8
Roll Avg 2022	49	27	10	7	8	6
YTD 2023	173	132	34	28	37	33
YTD 2022	197	109	39	27	31	25
	Building		Planning		Engineering	
	Month	Received	Month	Received	Month	Received
Highest Month 2023	Jan	52	Jan	11	Jan	13
Highest Month 2022	Mar	68	Jan	13	Aug	16

Apr 2023

Monthly Development Report



<i>Inspections</i>	Building		Engineering	
Apr 2023	206		64	
Apr 2022	255		73	
Roll Avg 2023	233		56	
Roll Avg 2022	282		56	
YTD 2023	933		222	
YTD 2022	1126		224	
	Building		Engineering	
	Month	Insp.	Month	Insp.
Highest Month 2023	Jan	261	Jan	64
Highest Month 2022	Jan	311	Apr	73



City Of Edgewood Council Agenda Summary Sheet

Subject: DD21 Maintenance Contract	Agenda Item #: 2.D
	For Agenda of: 5/16/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. Atwork - Bid May 2023 2. DRAFT RES 23-0xxx - DD21 Maintenance (2023) 3. Purchased Service Agreement - DD21 Area 2023	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: \$37,345 (includes tax) Amount Budgeted: up to \$75,000 Timeline: 05/16/2023 SS 05/23/2023 RCM

Summary Statement:

In order to have annual maintenance performed on existing drainage facilities in the former Drainage District #21 service area, staff issued a notice to eligible contractors using the Small Works Roster on April 19, 2023. A total of two bids were received by the May 5, 2022 deadline, ranging from \$33,950 to \$41,350 per year (before tax). The lowest bid received was from Atwork Commercial Enterprises, LLC (Atwork), in the amount of \$33,950 plus tax (attached).

Staff recommends authorizing a contract with Atwork to perform said work for the 2023 season, and attached are the draft resolution and contract for Council's consideration. Staff is prepared to bring this forward at next week's regular meeting for action.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding DD21 Maintenance Contract

Fiscal Note/Consideration:

The City contracted for this maintenance work in 2022 for a total cost of \$35,750 (inclusive of all applicable tax). With this proposed contract, the total expenditure with all applicable taxes would be \$37,345, which is slightly higher and to be expected with inflation.

Atwork Commercial Enterprises LLC

1935 152nd Pl Ne
Bellevue, WA 98007
(425) 274-4026, (206) 434-6623
Johns1@atworkwa.org
5-5-2023

City of Edgewood
2224 104th Ave E
Edgewood WA 98372

Attention: Joe Blaine
Joe@cityofedgewood.org

Project: Vegetation Maintenance Services

Thank you for giving ATWORK! an opportunity to bid on the vegetation maintenance project. The following is a bid proposal to provide all supervision, labor, materials, equipment, and mobilization required to complete the scope of work as described in the bid documents. References will be gladly provided upon request.

Company Information

UBI #: 604 188 676
Washington State Contractor's #: ATWORCF823C3

Pricing

Simon's Creek – twice per year
No-Name Channel – once per year
Wapato Creek – twice per year
Dechaux Ditch – twice per year
Lower Wapato Creek – twice per year

Total Annual Cost: \$33,950.00 plus tax

Exclusions:

Application and approval/permits by HPA and/or any other agencies not included in the proposal.

TERMS AND CONDITIONS

Above pricing will expire in 30 days, price subject to change after the expiration. This will be a contract for up to 3 years and the terms of this agreement shall commence on

an agreed date. Progress payment will be invoiced based on percentage of completion. Invoices will be billed by the end of the month in which service is performed. All invoices will be made out and sent to:

City of Edgewood
2224 104th Ave E
Edgewood WA 98372

Work will be performed in a professional and businesslike manner, in a time frame that will minimize interference to business activities. The City of Edgewood will notify all effected property owners obtaining permission to work on the properties.

City of Edgewood agrees to pay for all services that are performed in fulfillment of this contract. Additional work desired that is not listed above can be negotiated and agreed upon, in writing, by both parties, at a later time. Additions will not be performed or invoiced without written agreement by both parties.

City of Edgewood agrees to promptly notify contractor in writing of any dissatisfaction with the services. All correspondence should be addressed as follows:

ATWORK!
1935 152nd PL NE
Bellevue, WA 98007
Attention: Business Development Manager
Johns1@atworkwa.org
(425) 274-4026

This agreement shall be governed by the laws of the State of Washington and constitutes the entire agreement between the parties regarding its subject matter.

Should Contractor be required to engage the services of an attorney in connection with this agreement or to enforce payment hereunder, Contractor shall be entitled to his reasonable attorney's or collection fees.

Contractor's liability for any damage that occurs while providing services under this contract shall be limited to the repair or replacement of the damaged property. Contractor shall not be liable for any damage due to Acts of God or Nature.

Atwork Commercial Enterprises LLC



John Song
Business Development Manager

Date: 5-5-2023

RESOLUTION NO. 23-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR VEGETATION MANAGEMENT
SERVICES IN THE DRAINAGE DISTRICT #21
SERVICE AREA TO ATWORK COMMERCIAL
ENTERPRISES, LLC., IN THE AMOUNT OF
\$37,345.00**

WHEREAS, on August 11, 2020, the City Council authorized the withdrawal of Pierce County Drainage District #21 from all area within the boundaries of the City of Edgewood effective December 31, 2020, by authorization of Resolution 20-0513; and

WHEREAS, the City issued a Small Works Roster solicitation on April 19, 2023, requesting bids for the work required to maintain drainageways in the former Drainage District #21 service area; and

WHEREAS, after two bids were received and opened on May 5, 2022, City staff reviewed and determined that the lowest responsive and responsible bidder was Atwork Commercial Enterprises, LLC, based on its bid of \$33,950.00, plus tax; and

WHEREAS, the City Council considered staff's recommendation during its study session on May 16, 2023, and regular Council meeting on May 23, 2023, and determined that the contract for vegetation maintenance should be awarded to Atwork Commercial Enterprises, LLC;

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

Section 1. Contract authorized. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Sound Native Plants, Inc. in the amount of \$37,345.00 for vegetation management services in the Drainage District #21 service area. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 23RD DAY OF MAY, 2023

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Vegetation Management Services Agreement

DRAFT

**CITY OF EDGEWOOD
VEGETATION MANAGEMENT SERVICES AGREEMENT**

THIS Agreement is made effective as of the 23rd day of May, 2023, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the **"CITY"**)
2224 – 104th Avenue E.
Edgewood, Washington 98372

Contact: Jeremy Metzler
Phone: 253-952-3299

and AtWork Commercial Enterprises, LLC, a limited liability corporation, organized under the laws of the State of Washington, doing business as:

ATWORK COMMERCIAL ENTERPRISES, LLC (hereinafter the **"CONTRACTOR"**)
1935 152nd Place NE
Bellevue, WA 98007

Contact: John H. Song
Phone: 206-434-6623

for vegetation management services in connection with the following Project:

Vegetation Maintenance Services – Drainage District #21 Service Area (2023)

TERMS AND CONDITIONS

1. Services by Contractor.

A. Contractor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Contractor shall not exceed the Scope of Work without prior written authorization from the City. Further, Contractor will commence work on the date specified by the City and shall complete said work within the time frame provided by the City.

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

C. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the services as required. Contractor shall furnish all materials and equipment necessary to complete the services, except for any materials expressly agreed in writing to be provided

Revised 05/2023

by the City. Contractor shall further comply with all requirements contained in the Hydraulic Project Approval (HPA) issued by the Washington State Department of Fish and Wildlife, which is incorporated herein by reference and attached to Exhibit "A."

D. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 8:00 AM and shall not work after 6:00 PM.

2. **Schedule of Work.** Contractor shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A."

3. **Terms.** This Agreement shall commence on June 1, 2023 and shall terminate on December 31, 2023, unless extended or terminated in writing as provided herein.

4. **Compensation.**

☒ LUMP SUM. Compensation for these services shall be a Lump Sum of \$37,345.00, which includes all applicable tax.

☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$____, including all applicable tax, without prior written authorization, and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

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

☐ OTHER. _____

5. **Payment.**

A. Contractor shall submit an invoice to the City for all work performed. 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.

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

C. 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://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>. 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.

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

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

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

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

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

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

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

- A. No limitation. The Contractor's maintenance of insurance as required by the Agreement 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

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury, 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

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.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provision for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

E. Acceptability of Insurers

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

F. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

G. Notice of Cancellation.

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

H. Failure to Maintain Insurance.

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

I. 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.

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
Joe Blaine, SW Program Coordinator
2224 - 104th Avenue E.
Edgewood, WA 98372

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

Atwork Commercial Enterprises, LLC
Attn: John H. Song
1935 152nd Place NE
Bellevue, WA 98007

Phone: 206-434-6623
Email: johns1@atworkwa.org

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 Eidinge
Mayor

By: _____
John Song
Business Development Manager

Date: _____

Date: _____

Attest:

By: _____
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

Exhibit "A"
Scope of Work and Schedule

Contractor to furnish all labor, materials, and equipment necessary to perform annual periodic maintenance of existing drainage facilities in the former Drainage District #21 service area, including but not limited to: removal of debris and reed canary grass, from bank to bank, to ensure unobstructed water flow. Removal of said debris and vegetation shall be accomplished using hand tools such as machetes, clippers, weed-whackers, chainsaws, or other similar hand-carried tools, and all spoils shall be placed at least 10 feet from either side of the channel to prevent water quality impacts. No mechanical removal or excavation will be allowed under this contract. All work must comply with the City's Critical Areas Ordinance and conditions established by Hydraulic Project Approval (HPA) issued by the Washington State Department of Fish and Wildlife (attached).

All work performed under this contract shall occur between June 1 and September 30, 2023, unless otherwise modified by the HPA. The work area is depicted on the attached map, with approximate lengths and maintenance frequencies detailed as follows:

- Simon's Creek (36th St E to end of 40th St E): 0.8 Miles, two times
- No-Name Creek (90th Ave E to ravine below Meridian): 0.6 Miles, one time
- Wapato Creek (Todd Road to Freeman): 1.7 Miles, two times
- Dechaux Ditch, aka Wapato (Todd Road to Meridian): 0.5 Miles, two times
- Lower Wapato Creek (Freeman to Valley): 1,000 Feet, two times

All work described herein is subject to prevailing wages.

Attachments: DD21 Map, HPA



City Of Edgewood Council Agenda Summary Sheet

Subject: ECP Landscape Maintenance Contract	Agenda Item #: 2.E
	For Agenda of: 5/16/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution 23-0xxx 2. DRAFT ECP Landscaping Maintenance Contract 3. EX. A - Edgewood Community Park - Contract 2023	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: \$43,494 per year (including tax) Amount Budgeted: \$15,000 (Parks Maintenance) Timeline: 05/16/2023 SS 05/23/2023 RCM

Summary Statement:

Edgewood Community Park (ECP) opened to the public on March 26, 2022, and the first year of landscape maintenance was provided by the contractor that constructed the park. As of March 26, 2023, the responsibility for landscape maintenance at ECP was transferred to City staff. The City recently held its first Earth Day volunteer cleanup event on April 22, 2023, focusing on the planting beds at ECP, where numerous weeds had taken root in the short time since the transfer of maintenance responsibility. To ensure the landscaping at ECP continues to be maintained at a high level, and due to our limited staff resources having to maintain several other park properties and public rights-of-way, staff recommends hiring a professional landscape maintenance contractor as soon as possible.

Staff solicited proposals from three landscape maintenance providers in the area with the ability to provide the required landscaping maintenance services. After reviewing the bids received, staff recommends proceeding with the lowest apparent bidder, Nasim Landscape, to perform routine landscape maintenance at ECP for the next year. Attached for Council's consideration are a draft authorizing resolution and contract (with bid attached).

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding ECP Landscape Maintenance Contract

Fiscal Note/Consideration:

While only \$15,000 is currently budgeted under Parks Maintenance, Public Works staff recommends proceeding with this contract immediately, then working with Finance staff to prepare a budget amendment for Council's consideration in the near future.

RESOLUTION NO. 23-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR EDGEWOOD COMMUNITY PARK LANDSCAPE MAINTENANCE SERVICES WITH NASIM & SONS, INC.

WHEREAS, the City opened Edgewood Community Park (ECP) to the public on March 26, 2022, with the first year of landscape maintenance provided by the contractor that constructed the park; and

WHEREAS, as of March 26, 2023, the responsibility for landscape maintenance at ECP was transferred to City staff; and

WHEREAS, the City recently held its first Earth Day volunteer cleanup event on April 22, 2023, focusing on the planting beds at ECP, where numerous weeds had taken root in the short time since the transfer of maintenance responsibility; and

WHEREAS, to ensure the landscaping at ECP continues to be maintained at a high level, staff recommends hiring a professional landscape maintenance contractor as soon as possible; and

WHEREAS, the City solicited proposals from at least three landscape maintenance providers with the ability to provide landscaping maintenance services; and

WHEREAS, City staff recommends proceeding with Nasim & Sons, Inc. (dba Nasim Landscape) to perform routine landscape maintenance at ECP; and

WHEREAS, City Council discussed this item at the May 16, 2023 study session and May 23, 2023 regular council meeting, and determined it is in the best interests of the City to enter into an agreement with Nasim & Sons, Inc.;

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 one-year agreement for landscape maintenance services with Nasim & Sons, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$60,000.

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

ADOPTED THIS 23RD DAY OF MAY, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

DRAFT

Exhibit A
Landscape Maintenance Services Contract

DRAFT

CITY OF EDGEWOOD LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS Agreement is made effective as of the 23rd day of May, 2023, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "**CITY**")
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Jeremy Privett Phone: 253-952-3299

and Nasim & Sons, Inc., a corporation organized under the laws of the State of Washington, doing business at:

NASIM & SONS, INC. (hereinafter the "**CONTRACTOR**")
8516 Canyon Road E
Puyallup, WA 98371-6318
Contact: Joenathan Tatum Phone: 253-921-5624

for personal services in connection with the following Project:

Edgewood Community Park Landscape Maintenance

TERMS AND CONDITIONS

1. Services by Contractor.

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

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

2. Schedule of Work.

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

3. Terms. This Agreement shall commence on June 1, 2023, ("Commencement Date") and shall terminate on May 31, 2024 unless extended or terminated in writing as provided herein.

Revised 05/2023

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, plus all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$60,000.00, 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.

Revised 05/2023

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. Intents 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://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>. 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. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

- A. No limitation. The Contractor's maintenance of insurance as required by the Agreement 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

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

Revised 05/2023

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

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.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provision for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Notice of Cancellation.

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

H. Failure to Maintain Insurance.

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

I. 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.

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 Privett, Superintendent
2224 - 104th Avenue E.
Edgewood, WA 98372

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

Nasim & Sons, Inc.
Attn: Joenathan Tatum, Business Dev.
8516 Canyon Rd E
Puyallup, WA 98371

Phone: 253-921-5624
Email: jtatum@nasimlandscape.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: _____
Name: Joenathan Tatum

Date: _____

Title: Landscape Construction & Business
Development

Attest:

Date: _____

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

Exhibit A



Proposal #3032

Date: 5/11/2023

PO #

Customer:

Property:

Edgewood Community Park
10301 36th Street East
Edgewood , WA 98371

Edgewood Community Park

This agreement takes effect June 1, 2023 (the "Commencement Date"). It will continue for an original term of 12 months. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

SCHEDULE AND FREQUENCY OF SERVICES: The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control. We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the schedule and frequency described for each service.

SPECIAL PROVISIONS:

Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds \$4.50 per gallon

A pre-contract clean-up will be required if site conditions are not at an acceptable level. The landscape should be in a condition to allow regular maintenance activities to occur while meeting client expectations as defined in the sales process. Acceptable is defined as: weeds in the planting beds are at a minimal and manageable level in addition to the lawns being less than 4" high. (Does not apply to existing clients)

The contractor shall furnish all labor, materials, equipment and supervision to perform the highest quality of landscape maintenance services. All procedures are to industry standards and conditions of the Puget Sound region.

All turf treatments specified in contract are priced solely for the fine turf areas and do not include the large rear field, wetland, and retention pond.

This is contract is priced for Prevailing wage.

Fixed Payment Services

Description of Services	Occurrences
General Maintenance Services	
Spring/Summer Weekly Maintenance	34
Fall/Winter Landscape Maintenance	10
Plant Health Care	
Winter Turf Application	1
Retention pond Bank maintenance	4
Early Spring Liquid Turf Application	1
Spring Turf Application	1
Summer Turf Application	1
Fall Turf Application	1
Pre-emergent Bed Application	1
Turf Broad-leaf Weed Control	1
Field Mow	4
Aeration and Lime	1
Crane-fly Treatment	1
Shrub Fertilizer	1
Retention Ponds	4
Irrigation Services	
Irrigation System Start Up	1
Irrigation Inspection	5
Irrigation System Winterization	1
Annual Maintenance Price	
\$39,540.00	

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
2" Mulch Installation	1	\$17,991.69	\$17,991.69
Plant Replacement	1	\$1,911.54	\$1,911.54
Irrigation Start-up Repairs	1	\$12,990.82	\$12,990.82
Irrigation Repairs	6	\$4,833.67	\$29,002.02

Payment Schedule			
Schedule	Price	Sales Tax	Total Price
June	\$3,295.00	\$329.50	\$3,624.50
July	\$3,295.00	\$329.50	\$3,624.50
August	\$3,295.00	\$329.50	\$3,624.50
September	\$3,295.00	\$329.50	\$3,624.50
October	\$3,295.00	\$329.50	\$3,624.50
November	\$3,295.00	\$329.50	\$3,624.50
December	\$3,295.00	\$329.50	\$3,624.50
January	\$3,295.00	\$329.50	\$3,624.50
February	\$3,295.00	\$329.50	\$3,624.50
March	\$3,295.00	\$329.50	\$3,624.50
April	\$3,295.00	\$329.50	\$3,624.50
May	\$3,295.00	\$329.50	\$3,624.50
	\$39,540.00	\$3,954.00	\$43,494.00

By 
Joenathan Tatum
Date 5/11/2023
Nasim Landscape

By _____
Date _____
Edgewood Community Park

Services

Spring/Summer Weekly Maintenance

Weekly Maintenance

- Service Schedule: April - October
- Lawn Mowing: Mowing will only occur when weather conditions permit.
- Remove litter prior to mowing to avoid shredding. General turf areas will be mowed at a mowing height best suited for turf type and season. Clippings will be gathered after each mowing and removed from the property.
- Edging/Trimming: Sidewalks, driveways, curbs, and flower beds will be edged to maintain a neat appearance. Edging of all accessible areas no more than one time every two weeks. Method of edging will be mechanical for all hard edge surfaces and mono-filament line for all soft edges. Trimming around trees and shrubs will be performed using herbicides, hand labor, or mono-filament line trim after every mowing. Trees are to be protected when mono-filament line is used.
- Ornamental beds and Flowerbeds: Weed control shall be maintained in all flowerbeds, ornamental beds and tree rings on a regular basis. This may be completed by hand weeding or through the use of post-emergent herbicides. Beds will be raked where no ground cover exists to maintain neat and clean appearances as needed. Weeds are minimized by applications of mulching material annually (mulch applications will be specified if included in this agreement).
- Shrub Pruning: 1 time during the growing season as necessary.
- We will perform pruning of hedges, shrubs, ground covers, and perennials to maintain desired forms and any other necessary pruning that coincides with general horticultural practices. All shrubs will be maintained in the shape and appearance that existed when we acquired this maintenance contract unless otherwise agreed upon by Addendum. All pruned material will be removed from the site.
- Canopies of trees will be pruned up to 12ft, when necessary.

Fall/Winter Landscape Maintenance

- Service Schedule: Weekly in November – 2 times per month December - March
- Leaves and debris will be collected and removed from the site. During heavy leaf drop and windy service days, leaves will be tucked in beds and borders to be removed at a later service. Detailing of beds will start once leaf drop has completed.
- Shrub Pruning: Service Schedule: Dormant Pruning In Winter
- We will perform pruning of hedges, shrubs, ground covers, and perennials to maintain desired forms and any other necessary pruning that coincides with general horticultural practices. All shrubs will be maintained in the shape and appearance that existed when we acquired this maintenance contract unless otherwise agreed upon by Addendum. All pruned material will be removed from the site.
- Canopies of trees will be pruned up to 12ft, when necessary.

Winter Turf Application

- Service Schedule: January
- Lawns are treated with a blend of fertilizer appropriate for your lawn. Our goal in this application is to keep your lawn healthy.

Retention pond Bank maintenance

- Remediation of invasive weeds.
- Cut down grasses to keep from overtaking retention pond plantings.
- Remove unwanted debris.

Early Spring Liquid Turf Application

- Service Schedule: February-March
- Lawn areas will be treated one time per year with an iron application to aid in the control of moss in lawns.

Spring Turf Application

- Service Schedule: June
- Lawns are treated with a blend of fertilizer appropriate for your lawn. Our goal in this application is to keep your lawn healthy.

Summer Turf Application

- Service Schedule: September
- Lawns are treated with a blend of fertilizer appropriate for your lawn. Our goal in this application is to keep your lawn healthy.

Fall Turf Application

- Service Schedule: November
- Lawns are treated with a blend of fertilizer appropriate for your lawn. Our goal in this application is to keep your lawn healthy.

Pre-emergent Bed Application

- Service Schedule: March
- Pre-emergent herbicides, which are not harmful to the plant materials located in the beds, will be applied to all planting beds. Pre-emergent assists in the management of weeds in your beds by stopping seedlings from germinating.

Turf Broad-leaf Weed Control

- Service Schedule: 1 time per year, May-June
- Turf areas will be treated with a selective herbicide for control of broad-leaf weeds.

Field Mow

Provide equipment and labor to mow back 6-7 acres 4 times a year to keep grass at a manageable height and allow space to be utilized by the public.

Aeration and Lime

Springtime is a beneficial time to aerate, and apply lime to your lawn. After the damp and soggy conditions of our Northwest winter, your lawn can be in a state that can lead to its decline. This service will ensure that the turf panels on your property have every advantage they need to look their best throughout the growing season and endure the stresses of the hot Summer months.

The benefits of this service include:

- Helps to conserve water by enhancing water penetration to the root zone, thereby reducing runoff of water and fertilizer.
- Promotes stronger and deeper root development.
- Reduces soil compaction.
- Improves atmospheric gas exchange, which promotes healthier soil.
- Helps enhance breakdown of existing thatch and discourages thatch build-up.
- Throughout the year lime leaches from the soil. The addition of lime helps to maintain a balanced pH, which allows efficient fertilizer uptake and availability of crucial nutrients to growing lawns.

Crane fly Treatment

Crane Fly is becoming more prominent with climate changes, seeing more turf damage than past years. The months of February and March are the optimal time of year to control this turf issue. Treatment of turf for crane fly and prevent the larvae from feeding on roots that can be very damaging to lawns and turf. All turf areas of the property will be treated in accordance with IPM principles to prevent any detrimental pest damage to your lawn.

Shrub Fertilizer

- Service Schedule: November
- Shrubs will be fertilized as needed one time per year with a slow release fertilizer blend specific for shrubs. Generally, this includes evergreen flowering shrubs and shrubs showing a decline in health.

Retention Ponds

Irrigation System Start Up

- Service Schedule: Spring
- Irrigation system will be re-pressurized in the spring and all system components checked for proper operation. We will make necessary minor adjustments as needed. Necessary repairs will be billed in addition to your maintenance fee @ \$105.00 per hour plus parts. (Subject to change without notice). Any necessary repairs over \$500.00 per visit will be reported to the owner's representative along with a request for authorization to proceed

with repairs. Irrigation repairs are not estimated due to unknown circumstances because most components are buried underground.

Irrigation Inspection

Irrigation systems will go through an initial start-up between the months of January - April, depending on weather conditions. After the start-up is completed, a report will be provided along with a proposal for any repairs that need be made prior to irrigation systems being turned on, which is typically May 1st. During the first month of turning clocks on, we will begin our first assessment as part of a 5 monthly inspection process. This process will ensure that irrigation systems are running in peak conditions at all times and any deficiencies are corrected in a proactive manner, or reported to client if additional repairs are needed.

- Service Schedule: Monthly inspections from May - September, for a total of 5 audits/inspections.
- An audit of the irrigation system for proper operation and performance will be completed as needed. Any necessary repairs will be billed in addition to your maintenance fee @ \$105.00 per hour plus materials. (Subject to change without notice). Any necessary repairs over \$500.00 will be reported to the owner's representative along with a request for authorization to proceed with repairs.

Irrigation System Winterization

- Service Schedule: Fall
- Irrigation system will be winterized by compressed air. The goal in winterizing your irrigation is to remove the majority of water from the system, minimizing potential winter freeze damage.

Optional Services

2" Mulch Installation

Long, hot, dry summers have pushed the plants and trees on your property to the limit. A layer of mulch will help the plants recover from everything that Mother Nature has thrown at them during the last year. Applying a layer of compost mulch at this time of year will also rejuvenate the appearance of your property and protect roots and soil profiles. In addition to the aesthetic qualities of this application, a new layer of Compost Mulch also provides other protective qualities which include:

- Helping to control weed germination and moss formation.
- Conserving water use by reducing the loss of soil moisture through evaporation.
- Protecting the plant roots and regulating the soil conditions during extreme temperature fluctuations, which protects and stimulates beneficial microbial activity in the soil.
- Reducing soil erosion and compaction caused by existing environmental conditions.
- Releasing nutrients back into the soil

Price quoted reflects installing mulch at an average depth of two inches to all open bed areas at this time.

Plant Replacement

Install new plants to replace old or dying plants. If plant areas of landscape are healthy and thriving, install new plants to add texture and color to landscape. Plant sizes, quantities, and varieties will vary depending on landscape.

Irrigation Start-up Repairs

In the spring time Nasim Landscape will energized and evaluate the irrigation system at the above listed property. This service is part of the maintenance contract. Repairs of the system are an additional charge and will be submitted in a proposal from our Irrigation Department. A number of things may need to be addressed to ensure the health of the landscape while managing water resources effectively. These items could include:

- Replacement of damaged or clogged nozzles.
- Replacement of damaged or worn out heads.
- Replacement or repair of non-functioning valves.
- Repairing of broken pipes.
- Flushing of clogged lines.
- Re-setting of heads to ensure proper coverage

Irrigation Repairs

As part of the maintenance contract the irrigation system will be evaluated multiple times during the season. With moving part just like machines or automobiles, parts wear out over time. During these seasonal evaluations parts may be found that need to be replace for better efficiencies of the irrigation system. These may be upgrades for proper coverage or water savings. These findings and repairs are highly recommended to create a most efficient irrigation system.

Terms & Conditions

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean Customer and all of their representatives.
2. "We", "Our", "Ours" and "Us" mean Nasim Landscape and Snow-Ice Management and all of its representatives.
3. "Labor" means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become forty five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 ½% per month will be charged on all amounts that become thirty (30) days or more delinquent. If any check you tender for payment is refused due to insufficient funds, you hereby agree to a "Return Check Fee" of \$25.00 per item, in addition to any other remedies available to us under Washington law.

Attorney's Fees: In the event we must commence third-party collection or arbitration proceedings in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees incurred as a result of said activities, including those fees/costs incurred on appeal and/or those fees/costs incurred to litigate the amount of fees/costs due us pursuant to this Section.

Payment by Credit Card: As an added convenience to our clients, payment due under this Agreement may be made by credit card. If choosing to pay by credit card, you hereby consent by signing this Agreement below that no disputes regarding fees or costs billed to you shall be adjudicated by the credit card company. Any charges for fees/costs made to your credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled directly between you and us, pursuant to the terms of this Agreement.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Delays Outside Our Control: In the event there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to the manufacturer to remedy any alleged deficiency in the installed materials or equipment and damages related directly or indirectly thereto. **WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, either party may, upon written notice, seek exclusive and binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place Washington State. A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

We both agree that any action through arbitration relating to any plant material warranty, for plants installed by us, must be commenced within one (1) year of the documented plant material failure.

Changes: This Agreement shall not be subject to change or modification other than by a signed writing from all parties hereto.

Early Termination For Default: You may terminate this Agreement upon an event of default by us. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for the services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates, (i) for all costs for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will be due immediately.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the parties' agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any

purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically signed, faxed, and scanned & emailed signatures shall be treated as original and binding upon the signing party.

Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Further, in the event any dispute arises from this Agreement, the undersigned parties hereby agree that the venue for said dispute(s) shall lie exclusively in Washington State.



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Fireworks	Agenda Item #: 2.F
	For Agenda of: 5/16/2023
	Prepared by:

Attachments (list): 1. Pierce County Fireworks Ord No 2021-79	
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Approval of Materials: Rachel Pitzel, City Clerk/HR Director 5/9/2023 Dave Gray 5/11/2023 Daryl Eidinger 5/11/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 05/16/2023 - SS Discussion

Summary Statement:

Continued discussion on fireworks.

Item History:

Recommended Action:

Hold a discussion and provide staff directions to Fireworks

Fiscal Note/Consideration:

N/A

Sponsored by: Councilmembers Dave Morell, Jani Hitchen, Ryan Mello, and Derek Young
Requested by: County Council

ORDINANCE NO. 2021-79

An Ordinance of the Pierce County Council Amending Section 17C.60.230 of the Pierce County Code, "Fireworks," by Granting the Pierce County Fire Marshal the Authority to Issue a Temporary Order Prohibiting the Discharge of Consumer Fireworks, Extending the Dates the Sale of Fireworks is Permitted within the Unincorporated Area of Pierce County, and Limiting the Discharge of Consumer Fireworks to July 4 and December 31; and Setting an Effective Date.

Whereas, the state fireworks regulations are codified at Chapter 70.77 of the Revised Code of Washington (RCW); and

Whereas, RCW 70.77.395 provides that consumer fireworks may be sold and purchased from 12:00 noon to 11:00 p.m. on June 28, from 9:00 a.m. to 11:00 p.m. on June 29 through July 4, from 9:00 a.m. to 9:00 p.m. on July 5, and from 12:00 noon to 11:00 p.m. on December 27 through December 31; and

Whereas, RCW 70.77.395 provides that consumer fireworks may be discharged from 12:00 noon to 11:00 p.m. on June 28, from 9:00 a.m. through 11:00 p.m. on June 29 through July 3, from 9:00 a.m. through 12:00 midnight on July 4, from 9:00 a.m. through 11:00 p.m. on July 5, and from 6:00 p.m. on December 31 through 1:00 a.m. on January 1 of the subsequent year; and

Whereas, RCW 70.77.250(4) provides that the Chief of the Washington State Patrol, through the director of fire protection, shall adopt rules to ensure statewide minimum standards for the enforcement of the state fireworks laws, that counties and cities shall comply with these state rules, and that any ordinances adopted by a county that are more restrictive than state law shall have an effective date no sooner than one year after their adoption; and

Whereas, Section 17C.60.230 of the Pierce County Code (PCC) sets forth the regulations related to the allowable discharge of fireworks in unincorporated Pierce County; and



1 **Whereas**, PCC 17C.60.230 D. requires the Pierce County Fire Marshal to
2 promptly notify the Pierce County Council any time all of the following three criteria are
3 met:

- 4
- 5 1. The Burning Index is Extreme as determined by the State of Washington
6 Department of Natural Resources for the entire County; and
- 7
- 8 2. The Fuel Moisture Content of the 10 hour fuels is below 8 as determined by
9 the Pierce County Fire Marshal from six different geographic locations in the
10 County; and
- 11
- 12 3. The Energy Release Component is in the 90th percentile as determined by
13 the State of Washington Department of Natural Resources. The PCC sets
14 forth the regulations related to the allowable discharge of fireworks in
15 unincorporated Pierce County; and
- 16

17 **Whereas**, the measurement of fuel moisture content in PCC 17C.60.230 D. is
18 the only criterion directly measured by the Pierce County Fire Marshal; and

19

20 **Whereas**, the sound of the indiscriminate discharge of consumer fireworks can
21 unsettle many persons and can harm the health and welfare of infants and military
22 veterans, as well as service animals, livestock, and pets; and

23

24 **Whereas**, Pierce County is experiencing unprecedented, record-breaking
25 heatwaves that are creating extreme fire-risk conditions and that similar conditions are
26 likely to reoccur in the future; and

27

28 **Whereas**, the Pierce County Council, recognizing that multiple days of
29 discharging consumer fireworks can harm the health and welfare of infants and military
30 veterans, as well as service animals, livestock, and pets, deems it prudent and
31 appropriate to limit the number of days consumer fireworks can be discharged; and

32

33 **Whereas**, the Pierce County Council, recognizing the significant threat to life and
34 property posed by fire risk during periods of extreme weather, deems it prudent and
35 appropriate to authorize the Pierce County Fire Marshal, in consultation with the Pierce
36 County Executive, to ban the discharge of consumer fireworks on an emergency basis
37 in unincorporated Pierce County; **Now Therefore**,

38

39 **BE IT ORDAINED by the Council of Pierce County:**

40

41 Section 1. Section 17C.60.230 of the Pierce County Code, "Fireworks," is
42 hereby amended as shown in Exhibit A, which is attached hereto and incorporated
43 herein by reference.



1 Section 2. To assure adequate notice to the public and fireworks-permit holders, the
2 Fire Marshall shall report to the Council by April 1, 2022, the process and timeline for
3 issuing temporary orders prohibiting the discharge of consumer fireworks as authorized by
4 PCC 17C.60.230 E.

5
6 Section 3. This Ordinance shall become effective on _____,
7 2022.

8
9
10 **PASSED** this ____ day of _____, 2021.

11
12
13 **ATTEST:**

14 **PIERCE COUNTY COUNCIL**
15 Pierce County, Washington

16
17
18 _____
19 **Denise D. Johnson**
20 Clerk to the Council

21 _____
22 **Derek Young**
23 Council Chair

24 _____
25 **Bruce F. Dammeier**
26 Pierce County Executive
27 Approved _____ Vetoed _____, this
28 _____ day of _____,
29 2021.

30 Date of Publication of
31 Notice of Public Hearing: _____

32 Effective Date of Ordinance: _____



17C.60.230 Fireworks.

Section 5601.1.3 of the International Fire Code is deleted in its entirety and replaced as follows:

The sale, storage, possession, transportation, and discharge of fireworks shall be in accordance with Chapter 70.77 RCW and Chapter 212-17 WAC and the following:

- A. **Definitions.** Definitions for fireworks are listed in Chapter 70.77 RCW and Chapter 212-17 WAC.
- B. **Permit to Sell Required.** It is unlawful for any person, firm, or corporation to engage in the retail sale of, or to sell any fireworks within the unincorporated area of Pierce County without first having obtained a permit pursuant to the provisions of this Chapter. Applications for permits will be accepted by the County only during the period between March 15 and May 10 of the year for which the permit is sought. May 10 shall be the official date of receipt for such applications. Applications shall be accompanied with a permit fee in the amount specified in International Fire Code Section 105.8 as amended herein. Permits shall be approved by the Pierce County Executive or designee. Sales shall not commence until an on-site inspection of the sales site has been conducted and approved by the Fire Marshal.
- C. **Dangerous Fireworks Prohibited.** It is unlawful for any person to sell, possess, transport, use, or explode any fireworks classified as dangerous within the unincorporated area of the County except as permitted by Chapter 70.77 RCW. Any person found in violation of this Section shall be subject to the penalties prescribed in Chapter 70.77 RCW.
- D. **Report by the Fire Marshal.** The Pierce County Fire Marshal shall promptly notify the Pierce County Council any time ~~all of the following three criteria are met:~~
 - 1. ~~The Burning Index is Extreme as determined by the State of Washington Department of Natural Resources for the entire County; and~~
 - 2. ~~The the Fuel Moisture Content of the 10 hour fuels is below 8 as determined by the Pierce County Fire Marshal from six different geographic locations in the County; and~~
 - 3. ~~The Energy Release Component is in the 90th percentile as determined by the State of Washington Department of Natural Resources.~~
- E. The Pierce County Fire Marshal, in consultation with the Pierce County Executive, is authorized to issue a temporary order prohibiting the discharge of consumer fireworks in unincorporated Pierce County when the condition in subsection D. of this Section has been reached or exceeded. A violation of the temporary fireworks order is a violation under subsection P.
- EF. **Dates When Sales and Purchases Permitted.** No permit holder shall sell at retail or offer for sale nor shall any person purchase any fireworks authorized to be sold in this Chapter within the unincorporated area of the County, except from 12:00 noon to 11:00 p.m. on June 28, and from 9:00 a.m. to 11:00 p.m. from June 29 through July 4, and from 12:00 noon to 8 p.m. on December 27 through December 31. ~~Sale and purchase of fireworks on December 27 through December 31 authorized by Chapter 70.77 RCW is specifically prohibited in unincorporated Pierce County.~~



1 **FG. Dates and Hours When Discharge Permitted.** No person shall use or explode
2 discharge any fireworks within the unincorporated area of the County except from
3 between 10:00 a.m. and 11:00 p.m. on July 1 through July 3, between 10:00 a.m. and
4 12:00 midnight 11:59 p.m. on July 4, and between 10:00 a.m. and 11:00 p.m. on July 5
5 of any year in which July 4 falls on a Sunday and between 6 p.m. on December 31 and
6 1:00 a.m. on January 1; provided, that this prohibition shall not apply to duly authorized
7 public displays where the same are authorized pursuant to the laws of the State; and
8 provided further, that this prohibition shall not apply to persons or organizations
9 specified in Item H. subsection H., below. Discharge of fireworks on December 31 and
10 January 1 authorized by Chapter 70.77 RCW is specifically prohibited in unincorporated
11 Pierce County.

12 **G. Hours of Discharge.** No person shall use or explode any fireworks within the
13 unincorporated area of the County between the hours of 11:00 p.m. and 10:00 a.m.,
14 except that the period of discharge on July 4 is extended to 12:00 midnight. Any person
15 found in violation of this Section shall be subject to the penalties prescribed in Chapter
16 70.77 RCW; provided, however, this Section shall not apply to authorized public
17 displays as are specified in Item H., below.

18 **H. Exemptions from Discharge Time Regulations.** The discharge of fireworks by
19 religious organizations for ceremonial use and/or by private organizations or persons for
20 specific uses, when approved by the Fire Marshal, shall be permitted at any time or date
21 so approved. The requirements of PCC 17C.60.240 shall be met and only allowed by a
22 licensed pyrotechnician.

23 **I. Number of Permits Limited.** No person, firm, or corporation shall receive more than
24 one permit for the sale of fireworks during any one calendar year. The maximum
25 number of permits issued by the County in any year shall not exceed one for every 7,000
26 or fraction thereof, in excess of 3,500 in population, residing in the unincorporated limits
27 of the County.

28 **J. Issuance of New Permits.** In the event there are more applications for permits than
29 there are permits available, permits shall be granted in the following manner:

- 30 1. Any person, firm or corporation having been issued a permit and exercised its rights
31 under that permit for the year prior to the making of the application shall be entitled
32 to renew the permit except upon a determination by the Fire Marshal that fewer
33 permits are available due to reduction in population, a drawing will be conducted to
34 determine which of the applicants will be granted permits.
- 35 2. Upon a determination by the County Fire Marshal that additional permits are
36 available due to growth in population or cancellation or termination of any existing
37 permits, the County shall notify all prospective applicants for permits to sell
38 fireworks of whom it has notice, of the time, date and place at which a drawing for
39 the permits shall be conducted.

40 **K. Number of Retail Outlets Limited.** A permit granted pursuant to this Chapter shall
41 entitle the permit holder to maintain only one retail outlet. All permits issued pursuant to
42 this Chapter shall be used only by the designated permit holder and shall be
43 nontransferable. Any transfer or purported transfer of such a permit shall be a violation
44 of this Chapter.
45



- 1 L. **Submittal Standards.** An application for the sale of fireworks shall include the
2 following:
- 3 1. The permit applicant shall have a valid and subsisting license issued by the State
4 authorizing the holder thereof to engage in the sale of fireworks.
 - 5 2. The permit applicant shall own or have the right to possess a temporary fireworks
6 stand complying with the standards set forth in this Chapter for temporary fireworks
7 stands.
 - 8 3. The permit applicant shall procure and maintain a policy or policies of public
9 liability and property damage insurance with a company or companies licensed to do
10 business in the State, with liability limits of not less than \$100,000.00 for bodily
11 injuries to any one person in one accident or occurrence; \$500,000.00 for bodily
12 injuries to two or more persons in any one accident or occurrence; and \$100,000.00
13 property damage; or, at the option of the applicant, a combined single limit of
14 \$500,000.00 per occurrence.
 - 15 4. The permit holder's location or place of business shall be only in those areas or zones
16 within the County wherein commercial activities are authorized under the applicable
17 zoning laws of the County; provided, that the sale of approved fireworks shall not be
18 deemed an enlargement of an existing nonconforming use; and provided further, that
19 no fireworks shall be sold in any residential area where a commercial enterprise does
20 not exist.
 - 21 5. A site plan showing the location of the stand and separations required by WAC
22 212-17-21509 shall be submitted with the permit application. Except for minor
23 adjustments on the site to comply with the separation requirements, a stand shall not
24 be moved from the location on the plan unless a revised site plan has been submitted
25 prior to June 18 for the sales period beginning June 28, and December 15 for the
26 sales period beginning December 27.
 - 27 6. An Ortho Photo of the stand location area shall be provided. The location of the
28 stand shall be noted on the photo.
 - 29 7. A current letter of authorization from the property owner, stating the stand location
30 is approved, shall be provided.
 - 31 8. Identification of the temporary storage area for the fireworks (when not in the
32 fireworks stand) shall be provided.
 - 33 9. The permit applicant shall post with the County a performance bond or cash deposit
34 in an amount not less than \$250.00, conditioned upon the prompt removal of the
35 temporary stand and the cleaning up of all debris from the site of the temporary
36 stand, which deposit shall be returned to the applicant only in the event that ~~he~~ the
37 applicant removes the temporary stand and cleans up all debris to the satisfaction of
38 the Fire Marshal. In the event of the applicant's failure to do so, the performance
39 bond or cash deposit shall be forfeited to the County and such failure may be
40 grounds to refuse to grant a permit the following year. In no event shall the applicant
41 be entitled to the return of the performance bond or cash deposit if ~~he~~ the applicant
42 has failed to remove the temporary stand and clean up all debris before July 16 for
43 the sales period ending July 4, and January 12 for the sales period ending
44 December 31 of each the preceding year. The applicant shall be responsible for the
45 cost of the cleanup that exceeds the amount of the performance bond or cash deposit.
 - 46 10. The application shall be signed by the permit applicant or its duly authorized officer
47 or agent.



- 1 M. **Stands to be Temporary.** Fireworks approved for sale and sold at retail sale shall be
2 sold from temporary stands only, or other such temporary structures as approved by
3 Chapter 212-17 WAC.
- 4 N. **Revocation of Permit.** The Fire Marshal or duly authorized representative may
5 summarily revoke any fireworks permit for any failure or refusal on the part of the
6 permit holder to obey any rule or regulation.
- 7 O. **Enforcement.** The Pierce County Sheriff and deputies are designated "Local fire
8 authorities" for purposes of issuing civil penalty citations under Chapter 70.77 RCW and
9 Chapter 212-17 WAC.
- 10 P. **Violations and Penalties.**
- 11 1. Any person who violates subsections C., ~~F-E.~~, or G. of this Section shall be subject
12 to a Class 1 civil infraction pursuant to Chapter 1.16 PCC in addition to criminal
13 penalties provided in this Chapter and in Chapter 70.77 RCW.
- 14 2. A person is guilty of a separate offence for each separate and distinct violation of
15 any provisions of this Section, and for each day during which ~~he/she~~ the person
16 commits or allows to continue any violation of the provisions of this Section.

17
18 n:\3. legislative agenda process\3.1. legislative workflow\3.1.1. draft proposal review\2021\dm amend pcc
19 17c60230 exa.docx





**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Jiffy Lube Agreement	Agenda Item #: 2.G
	For Agenda of: 5/16/2023
	Prepared by: Ann Marie Soto
Attachments (list): 1. Resolution - ADF Properties Refund 2. Edgewood Voluntary Mitigation Agreement	
Approval of Materials: Ann Marie Soto Rachel Pitzel, City Clerk/HR Director 5/12/2023 Dave Gray 5/12/2023 Daryl Eidinger 5/12/2023	Expenditure Required:
	Amount Budgeted:
	Timeline:

Summary Statement:

On August 1, 2005, the City issued Permit No. 1677 for the Jiffy Lube building at 823 Meridian Avenue. This development required ADF Properties to construct certain improvements to Meridian Avenue and to mitigate traffic impacts generated by the project. The City and ADF Properties were aware that the Washington State Department of Transportation ("WSDOT") also had plans to construct road improvements on Meridian Avenue (the "WSDOT Project") that made it impractical for ADF Properties to construct the improvements required for the project until the WSDOT Project was completed. As a result, on August 3, 2005, the City and ADF Properties entered into a Voluntary Development Impact Mitigation Agreement (the "Mitigation Agreement"), which provided for ADF Properties to pay \$60,575.83 in lieu of construction of the improvements. The Mitigation Agreement also provided that if the funds were not expended within five years of completion of the WSDOT Project, the City would refund the funds to ADF Properties with interest.

The WSDOT Project was completed in 2013, and because the City did not use the funds paid per the Mitigation Agreement, ADF Properties has requested a refund. The City has determined a refund is required and has calculated the payment due. The Agreement attached to this agenda bill memorializes the refund terms in accordance with the Mitigation Agreement.

Item History:

Recommended Action:

Fiscal Note/Consideration:

RESOLUTION NO. 23-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN IMPACT FEE REFUND AND RELEASE AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND ADF PROPERTIES, LLC.

WHEREAS, on August 1, 2005, the City issued Permit No. 1677 to ADF Properties for the construction of the Jiffy Lube building at 823 Meridian Avenue; and

WHEREAS, this development required ADF Properties to construct certain improvements on Meridian Avenue and to mitigate traffic impacts generated by the project; however, the City and ADF Properties were aware that the Washington State Department of Transportation (“WSDOT”) also had plans to construct road improvements on Meridian Avenue (the “WSDOT Project”) that made it impractical for ADF Properties to construct the improvements required for the project until the WSDOT Project was completed; and

WHEREAS, on August 3, 2005, the City and ADF Properties entered into a Voluntary Development Impact Mitigation Agreement (the “Mitigation Agreement”), which provided for ADF Properties to pay a fee in lieu of construction of the improvements and required the City to refund said fee with interest if the funds were not expended within five years of completion of the WSDOT Project; and

WHEREAS, the WSDOT Project was completed in 2013 and because the improvements made by the State to Meridian removed the need for further mitigation for the Jiffy Lube business by ADF Properties, the deposit by virtue of the Mitigation Agreement needs to be returned by the City; and

WHEREAS, the City and ADF Properties now desire to execute an Impact Fee Refund and Release Agreement to memorialize the refund terms as contemplated by the Mitigation Agreement;

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute the Impact Fee Refund and Release Agreement attached as Exhibit A, with the Exhibit to the Agreement to be updated as of the date of execution, and cause the return of the deposit held together with interest to ADF Properties, LLC.

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

ADOPTED THIS 23TH DAY OF MAY, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

**IMPACT FEE REFUND AND RELEASE AGREEMENT
BETWEEN CITY OF EDGEWOOD AND
ADF PROPERTIES, LLC**

THIS REFUND AGREEMENT ("Agreement") is entered into this 8th day of May, 2023 by and between the City of Edgewood, Washington, a Washington municipal corporation (the "City") and ADF Properties, LLC, a Washington limited liability company ("ADF Properties", and together with the City the "Parties").

RECITALS

WHEREAS, the City and ADF Properties entered into a Voluntary Development Impact Mitigation Agreement dated August 3, 2005, Pierce County Recording No. 200508120679 (the "Mitigation Agreement") which provided for ADF Properties to pay traffic impact fees in lieu of completing certain improvements along Meridian Avenue (the "Improvements") associated with ADF Properties' development project; and

WHEREAS, the Parties agreed it was impractical for ADF Properties to construct the Improvements due to ongoing street construction in the same vicinity by the State of Washington (the "State Improvements"); and

WHEREAS, the Parties agreed ADF Properties would pay sixty thousand five hundred and seventy five dollars and eighty-three cents (\$60,575.83) (the "Mitigation Funds") to the City in lieu of constructing the Improvements, which amount the City received on October 3, 2005, and held in a reserve account to be used for purpose of constructing the Improvements; and

WHEREAS, the Mitigation Agreement provided that any portion of the Mitigation Funds not expended by the date five (5) years after completion of the State Improvements would be refunded to the property owner together with interest earned pursuant to Chapter 82.02 RCW; and

WHEREAS, the deadline for expending the Mitigation Funds has passed and the City has determined that no portion of the Mitigation Amount has been expended; and

WHEREAS, the Parties have agreed to an interest calculation method that, along with a refund of the Mitigation Funds, will fully satisfy the terms of the Mitigation Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Payment. The City will pay to ADF Properties the principal amount of \$60,575.83 plus interest as detailed in Exhibit A, attached hereto and incorporated herein by this reference (the "Refund Payment") starting from October 3, 2005 through and including the date the refund. The City will issue the Refund Payment via an electronic funds transfer to the bank account on file for ADF Properties no later than ten (10) days after the date of this Agreement.
2. Release. Except for the right to enforce the terms of this Agreement, the City and the ADF Properties hereby release and forever discharge each other (including such party's past and present officers, officials, directors, shareholders, agents, consultants, employees, and successors in interest) from all obligations, claims, demands, liabilities, and causes of action of

any nature related in any way to the Mitigation Agreement, whether the bases of such claims, demands, liabilities, and/or causes of action are currently known or unknown and whether such claims, demands, liabilities, and/or causes of action have accrued in the past or will first accrue in the future.

3. Recording. The City shall record this Agreement in the office of the Pierce County Auditor.
4. Authority. Each individual executing this Agreement on behalf of one of the Parties warrants that he or she is authorized to bind such Party to this Agreement and its terms.
5. Counterparts. This Agreement may be executed in duplicate counterparts, in which case each executed counterpart shall be deemed to be an original and all counterparts together shall constitute one and the same instrument. Signed versions of this Agreement transmitted by or electronic mail shall be the equivalent of original signatures on original versions.
6. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates hereafter set forth.

ADF PROPERTIES

By: Dale Fonk

Its: Managing Member

Date: May 8, 2023

Attest:

By: _____

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: Ann Marie J. Soto

Ann Marie J. Soto
City Attorney

CITY OF EDGEWOOD

Daryl Eidinger, Mayor

Date: _____

EXHIBIT A
PAYMENT DETAILS

Liffy Lube Mitigation Fee Interest Income	
Local Government Investment Pool (LGIP)	
As paid to the City: Accrued Daily,	
Compounded Monthly	
Principal	\$60,575.83
Interest (through Feb. 2023*)	\$16,496.28
Principal plus Interest	\$77,072.11
* LGIP Statements are posted about 6 weeks EOM.	

Revised 4/13/2023
Interest to be updated on execution date

2005	Jan	0.022197	60575.83	114.19905
	Feb	0.023955	60690.03	111.52666
	Mar	0.025502	60801.56	131.69151
	Apr	0.027703	60933.25	138.7425
	May	0.029758	61071.99	154.35284
	Jun	0.030411	61226.34	153.03734
	Jul	0.032135	61379.38	167.52114
	Aug	0.033998	61546.9	177.71676
	Sep	0.035788	61724.62	181.56169
	Oct	0.037576	60575.83	174.6124
	Nov	0.039627	60750.44	197.86502
	Dec	0.041605	60948.31	215.36544
2006	Jan	0.042322	61163.67	219.85106
	Feb	0.044223	61383.52	208.24049
	Mar	0.045045	61591.76	235.63406
	Apr	0.046566	61827.4	236.63463
	May	0.048542	62064.03	255.87419
	Jun	0.04986	62319.91	255.3921
	Jul	0.051637	62575.3	274.43075
	Aug	0.051883	62849.73	276.94742
	Sep	0.052023	63126.68	269.92103
	Oct	0.051931	63396.6	279.61565
	Nov	0.052229	63676.21	273.3489
	Dec	0.052134	63949.56	283.1571
2007	Jan	0.052113	64232.72	284.29631
	Feb	0.052768	64517.02	261.16205
	Mar	0.052372	64778.18	288.13547
	Apr	0.05226	65066.31	279.4821
	May	0.051936	65345.8	288.24049
	Jun	0.052068	65634.04	280.88491
	Jul	0.052053	65914.92	291.4059
	Aug	0.052265	66206.33	293.88626
	Sep	0.051232	66500.21	280.02238
	Oct	0.049108	66780.24	278.52811
	Nov	0.046985	67058.76	258.96625
	Dec	0.045607	67317.73	260.75329
2008	Jan	0.043596	67578.48	250.22109
	Feb	0.037871	67828.7	204.09174
	Mar	0.031375	68032.8	181.28876
	Apr	0.026998	68214.09	151.36799
	May	0.024281	68365.45	140.98474
	Jun	0.022933	68506.44	129.12807
	Jul	0.022758	68635.57	132.66371
	Aug	0.023328	68768.23	136.24927
	Sep	0.023892	68904.48	135.30952
	Oct	0.024652	69039.79	144.55078
	Nov	0.021903	69184.34	124.54887
	Dec	0.018183	69308.89	107.03438
2009	Jan	0.012669	69415.92	74.691343
	Feb	0.010689	69490.61	56.98078
	Mar	0.010301	69547.59	60.845762
	Apr	0.008905	69608.44	50.947657
	May	0.006678	69659.39	39.508897
	Jun	0.007396	69698.9	42.369291
	Jul	0.006157	69741.27	36.469332
	Aug	0.005686	69777.74	33.697102
	Sep	0.004703	69811.43	26.985466
	Oct	0.004164	69838.42	24.698691
	Nov	0.003327	69863.12	19.104213
	Dec	0.003347	69882.22	19.865122
2010	Jan	0.002864	69902.09	17.003252
	Feb	0.002723	69919.09	14.605236
	Mar	0.002245	69933.69	13.334344
	Apr	0.002395	69947.03	13.769025
	May	0.002709	69960.8	16.096542
	Jun	0.003014	69976.89	17.335098
	Jul	0.002762	69994.23	16.419304
	Aug	0.00268	70010.65	15.935575
	Sep	0.002997	70026.58	17.249562
	Oct	0.002564	70043.83	15.253052
	Nov	0.002155	70059.09	12.409096
	Dec	0.002644	70071.5	15.735178
2011	Jan	0.002328	70087.23	13.857686
	Feb	0.002189	70101.09	11.771605
	Mar	0.002338	70112.86	13.922301
	Apr	0.001718	70126.78	9.902286
	May	0.001394	70136.69	8.3037993
	Jun	0.001583	70144.99	9.1265357
	Jul	0.001561	70154.12	9.3008981
	Aug	0.001723	70163.42	10.267503
	Sep	0.001338	70173.68	7.7171827
	Oct	0.001127	70181.4	6.7176099
	Nov	0.00148	70188.12	8.537952
	Dec	0.001305	70196.66	7.7802897
2012	Jan	0.001213	70204.44	7.2325958
	Feb	0.001394	70211.67	7.7763752
	Mar	0.001367	70219.45	8.1525739
	Apr	0.001479	70227.6	8.5369824
	May	0.001443	70236.14	8.6078714
	Jun	0.001746	70244.74	10.080602
	Jul	0.001764	70254.82	10.52552
	Aug	0.001848	70265.35	11.028387
	Sep	0.001807	70276.38	10.437486
	Oct	0.001777	70286.82	10.607917
	Nov	0.001792	70297.42	10.353944
	Dec	0.00235	70307.78	14.032662
2013	Jan	0.001745	70321.81	10.422078
	Feb	0.00165	70332.23	8.9023264
	Mar	0.001788	70341.13	10.681831

	Apr	0.00167	70351.82	9.6565096
	May	0.001341	70361.47	8.0136898
	Jun	0.001236	70369.49	7.1487687
	Jul	0.001197	70376.64	7.1547008
	Aug	0.001232	70383.79	7.3646513
	Sep	0.00123	70391.15	7.1162565
	Oct	0.001258	70398.27	7.5216213
	Nov	0.001161	70405.79	6.7184486
	Dec	0.001272	70412.51	7.6068661
2014	Jan	0.00111	70420.12	6.6387843
	Feb	0.001051	70426.76	5.6781331
	Mar	0.001138	70432.43	6.8074396
	Apr	0.001011	70439.24	5.8532116
	May	0.00092	70445.1	5.5043675
	Jun	0.00087	70450.6	5.0377004
	Jul	0.000998	70455.64	5.9719357
	Aug	0.000943	70461.61	5.6432993
	Sep	0.00098	70467.25	5.6759924
	Oct	0.000987	70472.93	5.9075622
	Nov	0.000931	70478.84	5.3930792
	Dec	0.001041	70484.23	6.2317714
2015	Jan	0.001349	70490.46	8.0762756
	Feb	0.001346	70498.54	7.279312
	Mar	0.001579	70505.82	9.4553129
	Apr	0.00143	70515.27	8.2879594
	May	0.001428	70523.56	8.5532519
	Jun	0.001688	70532.11	9.7856061
	Jul	0.001447	70541.9	8.6693095
	Aug	0.001561	70550.57	9.353459
	Sep	0.001764	70559.92	10.230222
	Oct	0.001874	70570.15	11.232061
	Nov	0.001677	70581.38	9.7286286
	Dec	0.002532	70591.11	15.180377
2016	Jan	0.003872	70606.29	23.219218
	Feb	0.004201	70629.51	23.574583
	Mar	0.004488	70653.09	26.931021
	Apr	0.004288	70680.02	24.910349
	May	0.004242	70704.93	25.473533
	Jun	0.004936	70730.4	28.695227
	Jul	0.004895	70759.1	29.417368
	Aug	0.004852	70788.51	29.171074
	Sep	0.005168	70817.69	30.081024
	Oct	0.004739	70847.77	28.515547
	Nov	0.004672	70876.28	27.216492
	Dec	0.005075	70903.5	30.56135
2017	Jan	0.006303	70934.06	37.972654
	Feb	0.006303	70972.03	34.316242
	Mar	0.007007	71006.35	42.256948
	Apr	0.008283	71048.61	48.369501
	May	0.008688	71096.98	52.461387
	Jun	0.009803	71149.44	57.326953
	Jul	0.010734	71206.76	64.915987
	Aug	0.011101	71271.68	67.196697
	Sep	0.011286	71338.88	66.175114
	Oct	0.011385	71405.05	69.044772
	Nov	0.011561	71474.1	67.916057
	Dec	0.012777	71542.01	77.635235
2018	Jan	0.01429	71619.65	86.922706
	Feb	0.014731	71706.57	81.03196
	Mar	0.015755	71787.6	96.058695
	Apr	0.017149	71883.66	101.32051
	May	0.017951	71984.98	109.7487
	Jun	0.018866	72094.73	111.79226
	Jul	0.019858	72206.52	121.78134
	Aug	0.020146	72328.3	123.75591
	Sep	0.02062	72452.06	122.79135
	Oct	0.022317	72574.85	137.55957
	Nov	0.022821	72712.41	136.38657
	Dec	0.023737	72848.8	146.86457
2019	Jan	0.02492	72995.66	154.49482
	Feb	0.025131	73150.16	141.02308
	Mar	0.02523	73291.18	157.04995
	Apr	0.025405	73448.23	153.36594
	May	0.024954	73601.6	155.98981
	Jun	0.025059	73757.59	151.91436
	Jul	0.024776	73909.5	155.52503
	Aug	0.022875	74065.02	143.89414
	Sep	0.021951	74208.92	133.88712
	Oct	0.020556	74342.81	129.79154
	Nov	0.018286	74472.6	111.92925
	Dec	0.017737	74584.53	112.35638
2020	Jan	0.01723	74696.88	109.30917
	Feb	0.016787	74806.19	99.77363
	Mar	0.012926	74905.97	82.233616
	Apr	0.008138	74988.2	50.15786
	May	0.004977	75038.36	31.719022
	Jun	0.003698	75070.08	22.81719
	Jul	0.003106	75092.89	19.8093
	Aug	0.002562	75112.7	16.344113
	Sep	0.002058	75129.05	12.70813
	Oct	0.001864	75141.75	11.895866
	Nov	0.001611	75153.65	9.951167
	Dec	0.00156	75163.6	9.9586624
2021	Jan	0.001395	75173.56	8.9065223
	Feb	0.001347	75182.47	7.7687176
	Mar	0.001139	75190.24	7.2736768
	Apr	0.00102	75197.51	6.3042296
	May	0.000764	75203.81	4.8798003
	Jun	0.000753	75208.69	4.6546969

	Jul	0.001783	75213.35	11.389774	
	Aug	0.000789	75224.74	5.0408818	
	Sep	0.00087	75229.78	5.3794445	
	Oct	0.000938	75235.16	5.9936656	
	Nov	0.000861	75241.15	5.3245999	
	Dec	0.000907	75246.48	5.7964526	
2022	Jan	0.000909	75252.27	5.8096816	
	Feb	0.001083	75258.08	6.2524003	
	Mar	0.002256	75264.34	14.421059	
	Apr	0.004048	75278.76	25.04617	
	May	0.007044	75303.8	45.051067	
	Jun	0.010112	75348.85	62.624187	
	Jul	0.016132	75411.48	103.3224	
	Aug	0.02246	75514.8	144.04914	
	Sep	0.025613	75658.85	159.27535	
	Oct	0.030336	75818.12	195.34405	
	Nov	0.037566	76013.47	234.70043	
	Dec	0.041194	76248.17	266.76771	
2023	Jan	0.043952	76514.94	285.62334	
	Feb	0.046091	76800.56	271.54742	
	Mar	0.047576	77072.11	281.28743	
	Apr	0.049367	77353.39	313.86617	
	May	0.049505	77667.26	263.35053	An estimated interest rate is used for May period, calculated through May 25th. To be updated upon payment issuance.
				16,496	
				60,576	
				77,072	
				77,072	
				-	



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Strategic Planning	Agenda Item #: 2.H
	For Agenda of: 5/16/2023
	Prepared by: Dave Gray
Attachments (list):	
Approval of Materials: Dave Gray Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger 5/11/2023 5/11/2023 5/11/2023	Expenditure Required: Discussion only.
	Amount Budgeted: Discussion only
	Timeline: Study Session Discussion Topic-03/07/2023; 03/21/2023; 04/18/2023; 05/02/2023-05/16/2023.

Summary Statement:

Discussion Only

Item History:

Recommended Action:

None recommended

Fiscal Note/Consideration:

N/A