



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, May 23, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENT**
- 3. MAYOR'S REPORT**
- 4. CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
The following items are presented for Council approval:
 - A.** Regular City Council Meeting Minutes of May 9, 2023
 - B.** Study Session Meeting Minutes of May 16, 2023
 - C.** **AB23-013** – a motion approving May 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$162,748.34 and Vendor Check Numbers 25780 through 25795 with EFT and Direct Pay Payments in the amount of \$557,664.84. Total distributions submitted for review and authorization in the amount of \$720,413.18.
 - D.** **AB23-0673**- Resolution 23-0673 authorizing the Mayor to execute an impact fee refund and release agreement between the City of Edgewood and ADF Properties LLC
 - E.** **AB-23-0674** - Resolution 23-0674 authorizing the Mayor to execute a contract for vegetation management services in the Drainage District #21 service area to Atwork Commercial Enterprises LLC
 - F.** **AB23-0675** - Resolution 23-0675 authorizing the Mayor to execute an agreement for Edgewood Community Park Landscape Maintenance Services with Nasim and Sons INC
- 5. COUNCIL BUSINESS**
 - A.** **AB23-014**- Planning Commission Appointments/Reappointments to Positions 4, 5, 6, and 7
- 6. COUNCIL COMMENTS**
- 7. ADJOURN**

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



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, May 9, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Deputy Mayor Tomin, Councilmember Creley, Councilmember Buckley, Councilmember West

Excused: Councilmember Day, Councilmember Lowry, Councilmember Keith **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, IT Director Matthew Ray, Public Works Director Jeremy Metzler, Finance Director Hardeep Goraya, Chief Mark Berry, City Attorney Ann Marie Soto

2 PRESENTATION

A. Mt. View Community Center - Jesie Holden

Mayor Eidinger introduced the Executive Director at Mt. View Community Center, Jesie Holden who discussed a little about what the center has been working on within the community.

B. Meridian Corridor Study - Survey Results & Status Update

Jon Pascal of Transpo Group, along with Kirk Harris of Transportation Solutions, reviewed the results of their survey and answered the Council's questions.

3 AUDIENCE COMMENT

There were no audience comments.

4 MAYOR'S REPORT

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

5 CONSENT AGENDA:

A. Regular City Council Meeting Minutes of April 25, 2023

B. Study Session Meeting Minutes of May 2, 2023

C. Review of Board/Commission Minutes

D. AB23-012 – a motion approving May 2023 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$213,269.53 and Vendor Check Numbers 25765 through 25779 with EFT and Direct Pay Payments in the amount of \$425,875.18. Total distributions submitted for review and authorization in the amount of \$639,144.71.

E. AB23-0670 - Resolution 23-0670 awarding the contract for on-call Traffic Control Services to Advanced Government Services LLC

F. AB23-0671 - Resolution 23-0671 awarding the contract for the Edgewood City Hall Interior Paint and Wall Treatments to Martinson Painting

G. AB-23-0672 - Resolution 23-0672 authorizing the Mayor to execute a Personal Services Agreement with DBA Bunch Occupational Health and Safety Services LLC

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

6 COUNCIL BUSINESS

There was no Council Business.

7 COUNCIL COMMENTS

Councilmember West spoke.
Councilmember Creley spoke.
Councilmember Buckley spoke.

8 ADJOURN

Mayor Eiding adjourned the meeting at 8:16pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eiding
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, May 16, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Councilmember Day, Councilmember Creley, Deputy Mayor Tomy, Councilmember West, Councilmember Keith, Councilmember Buckley, Councilmember Lowry **Staff Present:** Assistant City Administrator Dave Gray, Community & Economic Development Director Lauren Balisky, Finance Director Hardeep Goraya, IT Director Matthew Ray

2 COUNCIL BUSINESS

A. Interviews - Planning Commission Position 4, 5, 6, and 7 Vacancies

Senior Planner Evan Hietpas was on hand to introduce the applicants for the Planning Commission vacancies. Applicants then introduced themselves to the Council and expressed their reasons for wanting to be part of the board.

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

Deputy Mayor Tomy and Councilmember Buckley reminded Councilmembers of the survey that went out to sign up to present topics once a month, and that they still needed someone to present in June.

C. Development Review - Planning

Senior Planner Morgan Dorner discussed the planning numbers with the Council and those in attendance.

D. DD21 Maintenance Contract

NPDES/Surface Program Coordinator Joe Blaine discussed the need to have this contract in place. He then answered Council questions and asked that the contract be placed on an upcoming Consent Agenda.

E. ECP Landscape Maintenance Contract

City Engineer Chuck Hendricksen discussed the details of this contract request and answered the Council's questions presented.

F. Fireworks

Mayor Eidinger brought this item back asking if the Council wanted to move forward with a Resolution which would grant the Mayor authority based on the Pierce County Fire Marshals opinion relating to seasonal dryness. The Fire Marshals opinion would be based on three different factors to determine the final decision, and would be done on an annual basis. Or would the Council like to bring fireworks as a topic back again to the next study session for further discussion? All were in agreement to bring forward the Resolution as soon as possible.

G. Jiffy Lube Agreement

City Administrator Dave Gray discussed this agenda item briefly with the Council.

H. Strategic Planning

Mayor Eidinger recessed the meeting at 8:12pm, and called it back to order at 8:15pm. Assistant City Administrator Dave Gray then began his discussion on this reoccurring item.

3 OTHER COUNCIL ITEMS

There were no council comments.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 8:55pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB23-013 – a motion approving May 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$162,748.34 and Vendor Check Numbers 25780 through 25795 with EFT and Direct Pay Payments in the amount of \$557,664.84. Total distributions submitted for review and authorization in the amount of \$720,413.18.	Agenda Item #: 4.C
	For Agenda of: 5/23/2023
	Prepared by: Brittany Murray, Stephanie Goff
Attachments (list): 1. 052323 Claims Register 2. 052323 Voucher Directory	
Approval of Materials: Brittany Murray, Stephanie Goff Rachel Pitzel, City Clerk/HR Director 5/18/2023 Dave Gray 5/18/2023 Daryl Eidinger 5/18/2023	Expenditure Required: \$720,413.18
	Amount Budgeted: \$720,413.18
	Timeline: N/A

Summary Statement:

Approving May 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$162,748.34 and Vendor Check Numbers 25780 through 25795 with EFT and Direct Pay Payments in the amount of \$557,664.84. Total distributions submitted for review and authorization in the amount of \$720,413.18.

Item History:

N/A

Recommended Action:

MOTION to adopt AB23-013 – a motion approving May 2023 Budgeted Ex as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2023

May 23rd 2023 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
DCP EFT 5/15/23	Deferred Compensation Program	5/15/2023	\$19,567.77
Direct Deposit Run -	Payroll Vendor	5/15/2023	\$100,155.23
DRS EFT 5/15/23	Dept of Retirement Systems	5/15/2023	\$23,009.79
DSHS-DCS EFT	WA State Support Registry	5/15/2023	\$719.00
IRS 941 EFT 5/15/23	IRS 941	5/15/2023	\$19,296.55
Total			\$162,748.34

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25779 Last Number Issued Previous Authorization			
25780	Bob's Property Solutions, Inc.	5/23/2023	\$4,400.00
25781	Bunce Rental Inc.	5/23/2023	\$76.78
25782	Drain-Pro	5/23/2023	\$804.50
25783	Edward Tinnerman	5/23/2023	\$2,200.00
25784	Form Source, Inc.	5/23/2023	\$63.69
25785	Hanson Tree Service LLC	5/23/2023	\$4,290.00
25786	Peak Industrial Inc	5/23/2023	\$203.98
25787	Pierce County Budget & Finance 2% Dist	5/23/2023	\$1,016.46
25788	Pierce County Budget & Finance PW	5/23/2023	\$12,560.65
25789	Pierce County Budget & Finance Sheriff	5/23/2023	\$253,304.17
25790	Tumelson, James	5/23/2023	\$195.19
25791	Robblee's Total Security, Inc.	5/23/2023	\$1,386.00
25792	Transportation Solutions	5/23/2023	\$3,766.00
25793	Transportation Systems Inc.	5/23/2023	\$151,922.52
25794	TruGreen	5/23/2023	\$7,878.31
25795	WA Assoc. of Building Officials	5/23/2023	\$360.00
Direct Pay Payment	Amazon Capital Services	5/23/2023	\$2,639.81
Direct Pay Payment	CDW Government	5/23/2023	\$1,378.33
Direct Pay Payment	Department of Commerce	5/23/2023	\$43,777.75
Direct Pay Payment	Madrona Law Group, PLLC	5/23/2023	\$20,860.50
Direct Pay Payment	McClatchy Company LLC	5/23/2023	\$2,850.30
Direct Pay Payment	Pacifica Law Group	5/23/2023	\$1,228.50
Direct Pay Payment	Pape Machinery Inc.	5/23/2023	\$221.40
Direct Pay Payment	Raedeke Associates, Inc.	5/23/2023	\$5,637.07
Direct Pay Payment	Traffic Management, Inc.	5/23/2023	\$1,969.28
EFT Payment	Amazon Web Services	5/23/2023	\$383.44
EFT Payment	Smarsh, Inc.	5/23/2023	\$14.79
EFT Payment	US Bank ACH/EFT	5/23/2023	\$405.63
EFT Payment	US Bank Corporate Payment System	5/23/2023	\$18,986.86
EFT Payment	Wilbur-Ellis Company	5/23/2023	\$705.17
EFT Payment	American Shredding	5/23/2023	\$67.50
EFT Payment	Comcast	5/23/2023	(\$196.81)
EFT Payment	Grainger	5/23/2023	\$247.42
EFT Payment	McLendon Hardware-Blue Tarp Credit Services	5/23/2023	\$1,242.95
EFT Payment	Office Depot	5/23/2023	\$198.51
EFT Payment	O'Reilly Auto Parts	5/23/2023	\$176.87
EFT Payment	Puget Sound Energy	5/23/2023	\$7,601.01
EFT Payment	Shell	5/23/2023	\$2,840.31

Total Claims Voucher Distribution	\$557,664.84
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Total Distribution Submitted for Review & Authorization	\$720,413.18
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$720,413.18
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Daryl Eidinger

_____ Council Member



Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
Amazon Capital Services					
	Direct Pay Payment 5/18/2023 1:14:25 PM - 1		2023 - May - 2nd Council Meeting		
	139T-X76X-6V76				
			Credit Memo		
			001-018-000-518-20-31-01	Office & Operational Supplies	(\$31.77)
			credit for canceled order- kitchen supplies		
	Total 139T-X76X-6V76				
	1VDD-GLNK-LYGG				
			April Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$1,099.20
			Misc. Office & Restroom Supplies		
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$13.28
			Popcorn (BE Team Supplies)		
			001-018-000-518-85-31-03	Computer Hardware	\$855.91
			Monitors		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$98.97
			Supplies for Emergency Preparedness Kits		
			001-021-000-521-20-35-02	Office Furniture	\$424.59
			Fridge & Microwave for PD Office		
			001-076-000-576-80-31-01	Operational Supplies	\$14.66
			PW Supplies		
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$29.32
			PW Supplies		
			410-000-000-531-38-31-01	Operational Supplies	\$29.32
			PW Supplies		
			410-000-000-531-41-31-02	NPDES EDU Activities	\$106.33
			Earth Day Event Supplies		
	Total 1VDD-GLNK-LYGG				
					\$2,671.58
	Total Direct Pay Payment 5/18/2023 1:14:25 PM - 1				
					\$2,639.81
Total Amazon Capital Services					\$2,639.81
Amazon Web Services					
	EFT Payment 5/18/2023 1:14:15 PM - 1		2023 - May - 2nd Council Meeting		
	1318508541				
			April Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$383.44

Vendor	Number	Reference	Account Number	Description	Amount
				Cloud Backup	
		Total 1318508541			\$383.44
		Total EFT Payment 5/18/2023 1:14:15 PM - 1			\$383.44
Total Amazon Web Services					\$383.44
American Shredding					
		EFT Payment 5/18/2023 1:14:15 PM - 2		2023 - May - 2nd Council Meeting	
		15596050823			
			May Services		
			001-018-000-518-30-41-01	Professional Services	\$67.50
				Shredding Services for May	
		Total 15596050823			\$67.50
		Total EFT Payment 5/18/2023 1:14:15 PM - 2			\$67.50
Total American Shredding					\$67.50
Bob's Property Solutions, Inc.					
	25780			2023 - May - 2nd Council Meeting	
		042823-BOBS			
			April Service		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$4,400.00
				Tree Removal- 48th St E	
		Total 042823-BOBS			\$4,400.00
	Total 25780				\$4,400.00
Total Bob's Property Solutions, Inc.					\$4,400.00
Bunce Rental Inc.					
	25781			2023 - May - 2nd Council Meeting	
		373876-2			
			May Purchase		
			001-076-000-576-80-32-01	Fuel	\$76.78
				Propane for Mower	
		Total 373876-2			\$76.78
	Total 25781				\$76.78
Total Bunce Rental Inc.					\$76.78
CDW Government					
		Direct Pay Payment 5/18/2023 1:14:25 PM - 2		2023 - May - 2nd Council Meeting	
		JD48560			
			PO 2023025		
			001-018-000-518-85-49-03	Computer Subscriptions	\$28.13
				Adobe Acrobat Pro Subscription (H.Goraya- Finance Director)	
		Total JD48560			\$28.13

Vendor	Number	Reference	Account Number	Description	Amount
		JF21420			
			PO 2023024		
			001-018-000-518-85-31-03	Computer Hardware	\$804.72
				Hard Drive for Server	
		Total JF21420			\$804.72
		JM92163			
			PO 2023027		
			001-018-000-518-85-31-03	Computer Hardware	\$255.79
				Surface Thunderbolt 4 Docking Station (City Hall Front Desk)	
		Total JM92163			\$255.79
		JQ03971			
			PO 2023026		
			001-018-000-518-85-49-03	Computer Subscriptions	\$289.69
				Exchange Online Plan 2 Upgrade (Upgrade for City Wide Microsoft Licensing)	
		Total JQ03971			\$289.69
		Total Direct Pay Payment 5/18/2023 1:14:25 PM - 2			\$1,378.33
Total CDW Government					\$1,378.33
Comcast					
		EFT Payment 5/18/2023 1:14:15 PM - 3		2023 - May - 2nd Council Meeting	
		8498 35 021 0458551 May 2023			
			Credit Memo		
			001-018-000-518-30-42-01	Telecommunications Charges	(\$196.81)
				Canceled Account- Upgraded to Fiber Internet	
		Total 8498 35 021 0458551 May 2023			(\$196.81)
		Total EFT Payment 5/18/2023 1:14:15 PM - 3			(\$196.81)
Total Comcast					(\$196.81)
Department of Commerce					
		Direct Pay Payment 5/18/2023 1:14:25 PM - 3		2023 - May - 2nd Council Meeting	
		PWTF-254019			
			Ph 1 Sewer Design PR08-951-083		
			202-000-000-591-35-78-02	Principal PWTF Loan Payment	\$29,411.76
				Ph 1 Sewer System Design Contract PR08-951-083	
			202-000-000-592-35-83-02	Interest PWTF Loan Payment	\$882.35
				Ph 1 Sewer System Design Contract PR08-951-083	
		Total PWTF-254019			\$30,294.11
		PWTFNT-291329			
			Jovita Blvd Realignment Prj PC12-951-080		
			340-000-000-591-95-78-02	Principal PWTF Loan Payment	\$13,186.93
				Jovita Blvd Realignment-Contract PC12-951-080	
			340-000-000-592-95-82-01	Interest PWTF Loan Payment	\$296.71

Vendor	Number	Reference	Account Number	Description	Amount
				Jovita Blvd Realignment-Contract PC12-951-080	
		Total PWFNT-291329			\$13,483.64
		Total Direct Pay Payment 5/18/2023 1:14:25 PM - 3			\$43,777.75
Total Department of Commerce					\$43,777.75
Drain-Pro					
	25782			2023 - May - 2nd Council Meeting	
		112050			
				March Add'l Services Edgemont Park	
			001-076-000-576-80-45-03	Operating Rentals	\$7.00
				Seat Cover Replacement	
		Total 112050			\$7.00
		112323			
				4/16-5/13/23 Svcs Nelson Nature Park	
			001-076-000-576-80-45-03	Operating Rentals	\$259.00
				Nelson Nature Park	
		Total 112323			\$259.00
		112324			
				4/16-5/13/23 Svcs Nelson Farm	
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Nelson Farm	
		Total 112324			\$144.50
		112325			
				4/16-5/13/23 Svcs Trailhead Park	
			001-076-000-576-80-45-03	Operating Rentals	\$224.50
				Trailhead Park	
		Total 112325			\$224.50
		112326			
				4/16-5/13/23 Svcs PW Yard	
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				PW Yard	
		Total 112326			\$144.50
		113033			
				April Add'l Services Trailhead Park	
			001-076-000-576-80-45-03	Operating Rentals	\$25.00
				Sanitizer Refill	
		Total 113033			\$25.00
	Total 25782				\$804.50
Total Drain-Pro					\$804.50

Vendor	Number	Reference	Account Number	Description	Amount
Edward Tinnerman					
	25783			2023 - May - 2nd Council Meeting	
		3186			
			May Service		
			001-018-000-518-30-48-06	Maintenance/Repairs-Equipment	\$2,200.00
				Message Sign & Arrow Board Repair	
		Total 3186			\$2,200.00
	Total 25783				\$2,200.00
Total Edward Tinnerman					\$2,200.00
Form Source, Inc.					
	25784			2023 - May - 2nd Council Meeting	
		860027			
			May Purchase		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$63.69
				Business Cards- H.Goraya (Finance Director)	
		Total 860027			\$63.69
	Total 25784				\$63.69
Total Form Source, Inc.					\$63.69
Grainger					
	EFT Payment 5/18/2023 1:14:15 PM - 4			2023 - May - 2nd Council Meeting	
		886995371			
			May Purchases		
			001-018-000-518-20-31-13	Safety Equipment	\$21.22
				Safety Supplies- Eye Wash	
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$41.10
				Ear Muffs	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$185.10
				Rear View Camera System (Vehicle #8)	
		Total 886995371			\$247.42
	Total EFT Payment 5/18/2023 1:14:15 PM - 4				\$247.42
Total Grainger					\$247.42
Hanson Tree Service LLC					
	25785			2023 - May - 2nd Council Meeting	
		194950			
			May Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$4,290.00
				Tree Removal- 8th St E	
		Total 194950			\$4,290.00
	Total 25785				\$4,290.00
Total Hanson Tree Service LLC					\$4,290.00

Vendor	Number	Reference	Account Number	Description	Amount
Madrona Law Group, PLLC					
	Direct Pay Payment 5/18/2023 1:14:25 PM - 4		2023 - May - 2nd Council Meeting		
		11947			
			April Services		
			001-019-000-515-41-41-01	Legal Services-External	\$27.00
				Comcast Franchise Negotiations	
		Total 11947			\$27.00
		11948			
			April Services		
			001-019-000-515-41-41-01	Legal Services-External	\$3,324.00
				Dhaliwal Project	
		Total 11948			\$3,324.00
		11949			
			April Services		
			001-019-000-515-41-41-01	Legal Services-External	\$1,423.50
				Edgewood v. Mechcham	
		Total 11949			\$1,423.50
		11950			
			April Services		
			001-019-000-515-41-41-01	Legal Services-External	\$1,166.00
				Edgewood v. Owens	
		Total 11950			\$1,166.00
		11951			
			April Services		
			001-019-000-515-41-41-01	Legal Services-External	\$14,344.00
				General City Attorney Services	
		Total 11951			\$14,344.00
		11952			
			April Services		
			001-019-000-515-41-41-01	Legal Services-External	\$576.00
				Prologis Project	
		Total 11952			\$576.00
	Total Direct Pay Payment 5/18/2023 1:14:25 PM - 4		\$20,860.50		
Total Madrona Law Group, PLLC					\$20,860.50
McClatchy Company LLC					
	Direct Pay Payment 5/18/2023 1:14:25 PM - 5		2023 - May - 2nd Council Meeting		
		192072			
			April Statement		
			001-019-000-511-30-41-02	Legal Publications	\$137.78
			004-058-000-558-60-41-08	Legal Notices/Publications	\$468.52
			310-000-000-594-76-63-04	Interurban Trail Phase III	\$2,244.00
		Total 192072			\$2,850.30
	Total Direct Pay Payment 5/18/2023 1:14:25 PM - 5		\$2,850.30		
Total McClatchy Company LLC					\$2,850.30

Vendor	Number	Reference	Account Number	Description	Amount
McLendon Hardware-Blue Tarp Credit Services					
		EFT Payment 5/18/2023 1:14:15 PM - 5	2023 - May - 2nd Council Meeting		
		F64231			
			March Purchases		
			001-076-000-576-80-31-02	Recreation Activities & Events	\$404.22
				Supplies for Deputy Calata Memorial- ECP	
		Total F64231			\$404.22
		F70902			
			April Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$54.68
				Work Clothes- B.Whitman	
			001-076-000-576-80-31-01	Operational Supplies	\$84.19
				Supplies for Restroom Repair- Edgemont Park	
		Total F70902			\$138.87
		F71080			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$26.26
				Supplies for Community Garden (Nelson Farm)	
		Total F71080			\$26.26
		F71557			
			April Purchases		
			410-000-000-531-41-31-02	NPDES EDU Activities	\$49.61
				Supplies for Earth Day Event	
		Total F71557			\$49.61
		F79612			
			April Purchases		
			410-000-000-531-41-31-02	NPDES EDU Activities	\$405.73
				Supplies for Earth Day Event	
		Total F79612			\$405.73
		F83142			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$43.66
				Misc PW Supplies	
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$87.30
				Misc PW Supplies	
			410-000-000-531-38-31-01	Operational Supplies	\$87.30
				Misc PW Supplies	
		Total F83142			\$218.26
		Total EFT Payment 5/18/2023 1:14:15 PM - 5			\$1,242.95
		Total McLendon Hardware-Blue Tarp Credit Services			\$1,242.95

Vendor	Number	Reference	Account Number	Description	Amount
Office Depot					
	EFT Payment 5/18/2023 1:14:15 PM - 6	311626429001	2023 - May - 2nd Council Meeting		
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$198.51
				Supplies for Park Restrooms	
		Total 311626429001			\$198.51
	Total EFT Payment 5/18/2023 1:14:15 PM - 6				\$198.51
Total Office Depot					\$198.51
O'Reilly Auto Parts					
	EFT Payment 5/18/2023 1:14:15 PM - 7	3725-483737	2023 - May - 2nd Council Meeting		
			March Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$11.85
				Tool Set (Vehicle #12)	
		Total 3725-483737			\$11.85
		3725-487000			
			April Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$159.64
				Supplies for Pressure Washer Trailer	
		Total 3725-487000			\$159.64
		3725-487140			
			April Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$5.38
				Part for Pressure Washer Trailer	
		Total 3725-487140			\$5.38
	Total EFT Payment 5/18/2023 1:14:15 PM - 7				\$176.87
Total O'Reilly Auto Parts					\$176.87
Pacifica Law Group					
	Direct Pay Payment 5/18/2023 1:14:25 PM - 6	83583	2023 - May - 2nd Council Meeting		
			April Services		
			001-019-000-515-41-41-01	Legal Services-External	\$1,228.50
				Northwood Estates West- Financial Guarantee (Bond)	
		Total 83583			\$1,228.50
	Total Direct Pay Payment 5/18/2023 1:14:25 PM - 6				\$1,228.50
Total Pacifica Law Group					\$1,228.50
Pape Machinery Inc.					
	Direct Pay Payment 5/18/2023 1:14:25 PM - 7	14403522	2023 - May - 2nd Council Meeting		
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$21.88

Vendor	Number	Reference	Account Number	Description	Amount
				Parts for Skid Steer/Tool Cat	
		Total 14403522			\$21.88
		14403595			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$199.52
				Parts for Skid Steer/Tool Cat	
		Total 14403595			\$199.52
		Total Direct Pay Payment 5/18/2023 1:14:25 PM - 7			\$221.40
Total Pape Machinery Inc.					\$221.40
Peak Industrial Inc					
25786				2023 - May - 2nd Council Meeting	
		PSI-234607			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$203.98
				Parts for Skid Steer/Tool Cat	
		Total PSI-234607			\$203.98
		Total 25786			\$203.98
Total Peak Industrial Inc					\$203.98
Pierce County Budget & Finance 2% Dist					
25787				2023 - May - 2nd Council Meeting	
		CI-333391			
			1st Qtr 2023 Liquor Profit and Excise Taxes		
			001-021-000-521-10-42-01	Intergov Chemical Dependency	\$1,016.46
				1st Qtr 2023 Liquor Profit and Excise Taxes	
		Total CI-333391			\$1,016.46
		Total 25787			\$1,016.46
Total Pierce County Budget & Finance 2% Dist					\$1,016.46
Pierce County Budget & Finance PW					
25788				2023 - May - 2nd Council Meeting	
		CI-330462			
			February Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$2,724.84
				February Services	
		Total CI-330462			\$2,724.84
		CI-333602			
			April M&O Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$3,650.57
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$3,743.45
			410-000-000-531-38-41-07	Storm Drainage-Polution Control	\$550.63

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$1,891.16
		Total CI-333602			\$9,835.81
	Total 25788				\$12,560.65
Total Pierce County Budget & Finance PW					\$12,560.65
Pierce County Budget & Finance Sheriff					
	25789			2023 - May - 2nd Council Meeting	
		CI-333535			
			May Services		
			001-021-000-521-20-41-02	Police Overtime	\$253,304.17
			May Services		
		Total CI-333535			\$253,304.17
	Total 25789				\$253,304.17
Total Pierce County Budget & Finance Sheriff					\$253,304.17
Puget Sound Energy					
	EFT Payment 5/18/2023 1:14:15 PM - 8			2023 - May - 2nd Council Meeting	
		300000011233 April 2023			
			April Statement		
			001-018-000-518-30-47-01	Electricity	\$7,601.01
			April Statement		
		Total 300000011233 April 2023			\$7,601.01
	Total EFT Payment 5/18/2023 1:14:15 PM - 8				\$7,601.01
Total Puget Sound Energy					\$7,601.01
Raedeke Associates, Inc.					
	Direct Pay Payment 5/18/2023 1:14:25 PM - 8			2023 - May - 2nd Council Meeting	
		60618			
			Prj 2018-097 April Services		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$2,547.22
			209-1 Webster- 1st Review		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$1,307.00
			207-2 Deross Wetland Review- 2nd Review		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$1,304.50
			208-1 Jones Short Plat- 1st Review		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$478.35
			109-4 Barth Estates Mitigation Site Review- 4th Review		
		Total 60618			\$5,637.07
	Total Direct Pay Payment 5/18/2023 1:14:25 PM - 8				\$5,637.07
Total Raedeke Associates, Inc.					\$5,637.07

Vendor	Number	Reference	Account Number	Description	Amount
Refunds/Reimbursements Vendor					
	25790			2023 - May - 2nd Council Meeting	
		100923-JT		James Tumelson	
			Mileage Reimbursement		
			004-058-000-558-50-43-03	Mileage Reimbursement	\$195.19
				Mileage Reimbursement- WABO Conference	
		Total 100923-JT			\$195.19
	Total 25790				\$195.19
Total Refunds/Reimbursements Vendor					\$195.19
Robblee's Total Security, Inc.					
	25791			2023 - May - 2nd Council Meeting	
		48515			
			PO 2023011		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$1,386.00
				Install Access Point for Public WiFi	
		Total 48515			\$1,386.00
	Total 25791				\$1,386.00
Total Robblee's Total Security, Inc.					\$1,386.00
Shell					
	EFT Payment 5/18/2023 1:14:15 PM - 9			2023 - May - 2nd Council Meeting	
	89100075				
			April Statement		
			001-018-000-518-30-32-01	Fuel	\$2,840.31
				April Statement	
		Total 89100075			\$2,840.31
	Total EFT Payment 5/18/2023 1:14:15 PM - 9				\$2,840.31
Total Shell					\$2,840.31
Smarsh, Inc.					
	EFT Payment 5/18/2023 1:14:15 PM - 10			2023 - May - 2nd Council Meeting	
	INV-93390				
			April Web Archiving		
			001-018-000-518-85-49-03	Computer Subscriptions	\$14.79
				April Web Archiving	
		Total INV-93390			\$14.79
	Total EFT Payment 5/18/2023 1:14:15 PM - 10				\$14.79
Total Smarsh, Inc.					\$14.79
Traffic Management, Inc.					
	Direct Pay Payment 5/18/2023 1:14:25 PM - 9			2023 - May - 2nd Council Meeting	
	994931				
			May Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$1,969.28

Vendor	Number	Reference	Account Number	Description	Amount
				Tree Removal - 8th St E Traffic Control	
		Total 994931			\$1,969.28
		Total Direct Pay	Payment 5/18/2023 1:14:25 PM - 9		\$1,969.28
Total Traffic Management, Inc.					\$1,969.28
Transportation Solutions					
	25792			2023 - May - 2nd Council Meeting	
		19227			
			Prj 221033 SR 161 Prelim Design Study		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$3,766.00
				SR 161 Prelim Design Study	
		Total 19227			\$3,766.00
	Total 25792				\$3,766.00
Total Transportation Solutions					\$3,766.00
Transportation Systems Inc.					
	25793			2023 - May - 2nd Council Meeting	
		Pay Estimate No. 02			
			Prj TG 1.18149.00 SR 161 & Emerald St Signal Improvements		
			340-000-000-595-69-63-01	Pedestrian & Traffic Safety Improvements	\$151,922.52
				SR 161 & Emerald St Signal Improvements	
		Total Pay Estimate No. 02			\$151,922.52
	Total 25793				\$151,922.52
Total Transportation Systems Inc.					\$151,922.52
TruGreen					
	25794			2023 - May - 2nd Council Meeting	
		174490636			
			Annual Vegetation Control (Roadside Spraying)		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$7,878.31
				Annual Vegetation Control (Roadside Spraying)	
		Total 174490636			\$7,878.31
	Total 25794				\$7,878.31
Total TruGreen					\$7,878.31

Vendor	Number	Reference	Account Number	Description	Amount
US Bank ACH/EFT					
	EFT Payment 5/18/2023 1:14:15 PM - 11		2023 - May - 2nd Council Meeting		
	050523-USBank				
	April Safekeeping Fees				
	001-019-000-514-20-42-05	Bank & Bond Fees	\$32.00		
	April Safekeeping Fees				
	Total 050523-USBank		\$32.00		
	051223-USBank				
	April Customer Analysis Fees				
	001-019-000-514-20-42-05	Bank & Bond Fees	\$373.63		
	April Customer Analysis Fees				
	Total 051223-USBank		\$373.63		
	Total EFT Payment 5/18/2023 1:14:15 PM - 11		\$405.63		
Total US Bank ACH/EFT					\$405.63
US Bank Corporate Payment System					
	EFT Payment 5/18/2023 1:14:15 PM - 12		2023 - May - 2nd Council Meeting		
	042423-USBank				
	April Statement				
	001-013-000-513-10-43-04	Meals Expense	\$73.02		
	D.Eidinger-Acorn Brewery-Mayor's Lunch				
	001-018-000-518-20-31-08	Wellness Supplies	\$19.48		
	J.Bartelson-Costco-Lunch for DRS Presentation				
	001-018-000-518-20-31-08	Wellness Supplies	\$73.81		
	J.Bartelson-Costco-Lunch for DRS Presentation				
	001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$132.00		
	J.Privett-Vans.com-Work Boots				
	001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$16.39		
	D.Davis-Walmart-Work Pants				
	001-018-000-518-20-35-02	Office Furniture	\$523.00		
	B.Murray-Seating Mind-Desk Chair (H.Goraya- Finance Director)				
	001-018-000-518-20-35-02	Office Furniture	\$467.50		
	B.Murray-Varidesk-Sit/Stand Desk (H.Goraya- Finance Director)				
	001-018-000-518-20-43-04	Employee Meals	\$43.00		
	J.Ward-Bobs Classic Brass & Brews-Meals for MuniCode (J.Ward, J.Blaine, T.Roland)				
	001-018-000-518-20-49-01	Memberships	\$135.00		
	R.Pitzel-MRSC Roster-Annual Roster Renewal				
	001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$5.00		
	D.Davis-Tahoma Market-Carwash (Vehicle #17)				
	001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$5.00		
	D.Davis-Tahoma Market-Carwash (Vehicle #17)				
	001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$5.00		
	D.Eidinger-Tahoma Market-Carwash (Vehicle #5)				
	001-018-000-518-85-49-03	Computer Subscriptions	\$69.00		
	M.Ray-Netflare-Email Security Service				

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-85-49-03	Computer Subscriptions	\$15.16
				M.Ray-Name Cheap-Yearly Website Registration	
			001-018-000-518-85-49-03	Computer Subscriptions	\$75.00
				M.Ray-EEM Creative-ACCIS Professional Organization Yearly Dues	
			001-018-000-518-85-49-03	Computer Subscriptions	\$249.00
				M.Ray-LiquidFiles-Large File Transfer Yearly Subscription	
			001-019-000-514-20-43-01	Travel & Training Costs	\$65.00
				J.S-Herrera-WAPRO-Spring Conference	
			001-019-000-514-20-43-01	Travel & Training Costs	\$105.00
				J.Bartelson-Attorney & Notary Supply-Notary Training Webinar (J.Curbow, V.Lundgren, R.Pitzel)	
			001-019-000-514-20-43-01	Travel & Training Costs	\$135.00
				J.Bartelson-Attorney & Notary Supply-Notary Training Webinar	
			001-019-000-514-20-43-01	Travel & Training Costs	\$158.38
				B.Murray-Hilton Garden Inn-Lodgng for AWC Healthy Worksite Summit	
			001-019-000-514-20-43-01	Travel & Training Costs	\$165.00
				J.Bartelson-Eventbrite-Vision Payroll Training	
			001-019-000-514-20-43-01	Travel & Training Costs	\$158.38
				J.Bartelson-Hilton Garden Inn-Lodgng for AWC Healthy Worksite Summit	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$75.00
				S.Goff-WFOA-Membership Renewal	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$100.00
				R.Pitzel-WMCA-Annual Clerk Dues	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$100.00
				J.S-Herrera-WMCA-Membership Renewal	
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	\$75.71
				B.Murray-Dollar Tree-Staff Emergency Preparedness Supplies	
			001-076-000-576-80-31-01	Operational Supplies	\$31.10
				B.Whitman-Ferguson-Parts for Restroom (Edgemont Park)	
			001-076-000-576-80-31-01	Operational Supplies	\$21.45
				H.Aelua-River Road Landscape-Top Soil for Maple Tree Removal (City Hall)	
			001-076-000-576-80-31-01	Operational Supplies	\$193.65
				B.Whitman-Ferguson-Parts for Restroom (Edgemont Park)	
			004-058-000-558-50-31-01	Office & Operational Supplies	\$64.42
				S.Goff-IAPMO-Sizing Calculators for Building Inspectors	
			004-058-000-558-50-43-01	Travel/Training Costs	\$399.18
				J.Tumelson-Enzian Inn-Lodging for WABO Conference	
			004-058-000-558-50-43-04	Meals Expense	\$21.73
				J.Tumelson-Potbelly-Meal Expense for WABO Conference	
			004-058-000-558-50-49-01	Memberships	\$30.00
				C.McVay-WWC of ICC-Membership Renewal	
			004-058-000-558-50-49-04	Subscriptions	\$99.99
				J.Tumelson-Nat'l Fire Protection Assoc.-Annual Subscription	
			004-058-000-558-60-49-01	Memberships	\$413.00
				S.Read-APA-Membership Renewal	

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$21.45
				H.Auelua-River Road Landscape-Top Soil for Maple Tree Removal (City Hall)	
			410-000-000-531-41-31-02	NPDES EDU Activities	\$676.74
				J.Blaine-Various-Supplies for Earth Day Event	
			410-000-000-531-41-31-02	NPDES EDU Activities	\$1,273.80
				J.Privett-Carpinito Brothers-40 Yards of Bark for ECP (Earth Day Event)	
			410-000-000-531-41-31-02	NPDES EDU Activities	\$31.35
				J.Metzler-Happy Donuts-Snacks for Earth Day Event	
			501-000-000-594-18-65-03	City Equipment	\$57.00
				D.Eidinger-WA DOL-Lic./Reg. for NorthStar Pressure Washer Trailer	
			501-000-000-594-18-65-03	City Equipment	\$10,999.99
				D.Eidinger-Ebay-NorthStar Hot Water Pressure Washer w/Trailer	
			650-000-000-589-30-00-09	Suspense	\$1,608.18
				B.Whitman-Apple.com-Fraudulent Charge	
				Total 042423-USBank	\$18,986.86
				Total EFT Payment 5/18/2023 1:14:15 PM - 12	\$18,986.86
				Total US Bank Corporate Payment System	\$18,986.86
WA Assoc. of Building Officials					
	25795			2023 - May - 2nd Council Meeting	
		44762			
				WABO Code Official Accreditation Program	
			004-058-000-558-50-43-01	Travel/Training Costs	\$360.00
				WABO Code Official Accreditation Program (J.Curbow)	
				Total 44762	\$360.00
				Total 25795	\$360.00
				Total WA Assoc. of Building Officials	\$360.00
Wilbur-Ellis Company					
	EFT Payment 5/18/2023 1:14:15 PM - 13			2023 - May - 2nd Council Meeting	
		15689690			
				May Purchases	
			001-076-000-576-80-31-09	Chemicals	\$705.17
				Pesticide	
				Total 15689690	\$705.17
				Total EFT Payment 5/18/2023 1:14:15 PM - 13	\$705.17
				Total Wilbur-Ellis Company	\$705.17
Grand Total		Vendor Count	38		\$557,664.84



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0673- Resolution 23-0673 authorizing the Mayor to execute an impact fee refund and release agreement between the City of Edgewood and ADF Properties LLC	Agenda Item #: 4.D
	For Agenda of: 5/23/2023
	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 5/18/2023 Dave Gray 5/18/2023 Daryl Eidinger 5/18/2023	Expenditure Required: Release of fiduciary funds, not city funds. Amount Budgeted: N/A Timeline: Study Session for council review: May 15th, 2023. Regular Council Meeting Consent Agenda: May 23rd, 2023 for potential council action.

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:

MOTION to adopt **AB23-0673-** Resolution 23-0673 authorizing the Mayor to execute an impact fee refund and release agreement between the City of Edgewood and ADF Properties LLC

Fiscal Note/Consideration:

This is a release of applicant fees held by the city since 2005 as surety for a potential need that did not ultimately require applicant funding.

RESOLUTION NO. 23-0673

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 23RD DAY OF MAY, 2023

Daryl Eidinger, 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 4132023
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: AB-23-0674 - Resolution 23-0674 authorizing the Mayor to execute a contract for vegetation management services in the Drainage District #21 service area to Atwork Commercial Enterprises LLC	Agenda Item #: 4.E
	For Agenda of: 5/23/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. RES 23-0674 - DD21 Maintenance (2023) 2. Atwork Commercial Contract	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 5/17/2023 Dave Gray 5/17/2023 Daryl Eidinger 5/17/2023	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 an authorizing resolution and contract for Council's consideration.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB-23-0674** - Resolution 23-0674 authorizing the Mayor to execute a contract for vegetation management services in the Drainage District #21 service area to Atwork Commercial Enterprises LLC

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.

RESOLUTION NO. 23-0674

**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

**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

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. 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.

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

Revised 05/2023

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

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

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

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 Eidinger
Mayor

By: _____
John Song
Business Development Manager

Date: _____

Date: 5-12-2023

Attest:

By: _____
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Robert Thompson (Corporate Officer (Not Contract Signer)) certify that I am the Chief Financial Officer (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that John Song, (Contract Signer) who signed said Contract on behalf of Contractor, was then Business Dev. Manager (Corporate Title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Robert Thompson
Corporate Officer Signature (not Contract Signer)

Robert Thompson
Print Name

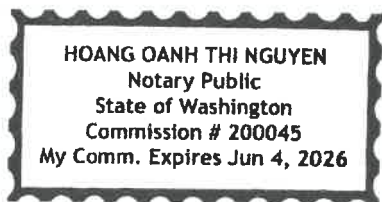
CFO
Title

State of Washington

County of King

Robert Thompson, (Corporate Officer (not Contract Signer)) being duly sworn, deposes and says that he/she is CFO (Corporate Title) of ATWORK Commercial Enterprises LLC (Name of Corporation).

Subscribed and sworn to before me this 12 day of May, 2023.



Hoang Oanh Thi Nguyen
Notary Public (Signature)

Hoang Oanh Thi Nguyen
Notary Public (Print)
My commission expires 06/04/2026

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

[illegible]

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HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: June 17, 2022
Project End Date: June 16, 2027

Permit Number: 2022-6-256+01
FPA/Public Notice Number: N/A
Application ID: 27021

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
City of Edgewood ATTENTION: Joseph Blaine 2224 104th Ave E Edgewood, WA 98372-1513	

Project Name: Wapato Creek and Simons Creek Channel Maintenance

Project Description: Vegetation (mainly reed canary grass) will be removed, and large woody debris repositioned, when it inhibits the free-flow of drainage conveyance system surface water, which typically occurs when vegetation fully envelops the drainage conveyance system, thereby creating potential flooding of adjoining properties. The removal will be completed entirely with hand tools (hedge trimmer, chain saw, and pitchfork). Repositioning of woody debris will be restricted to pieces that have fallen into the stream and are obstructing flow, causing flooding issues to adjoining properties.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. **TIMING LIMITATION:** You may begin the project immediately and you must complete work by June 16, 2027, provided, all work below the ordinary high water line (OHWL) may only occur between June 1 and September 30 of a given year.

EXCEPTION: Normal maintenance work below the OHWL of a given watercourse may occur year-round, provided, the watercourse is in a naturally dry or no-flow condition, and any measures necessary to prevent erosion and sedimentation are in place and functioning properly.

2. **APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "City of Edgewood Simons Creek and Wapato Creek Maintenance," dated May 25, 2022, and all supporting documents and communications uploaded to the APPS project file; except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

3. **INVASIVE SPECIES CONTROL:** Thoroughly clean all equipment and gear before arriving and leaving the job site to prevent the transport and introduction of aquatic invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. You can find additional information in the Washington Department of Fish and Wildlife's Invasive Species Management Protocols (November 2012), available online at <http://wdfw.wa.gov/publications/01490/wdfw01490.pdf>.

NOTIFICATION REQUIREMENTS

4. **NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work at each location. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.

5. **FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the



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job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

AQUATIC NOXIOUS WEED REMOVAL PROVISIONS

6. Plant removal within the streambed must be limited to aquatic plant species listed on the state noxious weed lists found in WAC 16-750-005, WAC 16-750-011, and WAC 16-750-015.
7. Removal is restricted to hand-pulling, using hand-held tools or equipment, or using equipment that is carried when used.
8. When hand-pulling aquatic noxious weeds, remove the entire plant when possible. Completely remove detached plants and plant parts from waters of the state so they will not reenter waters of the state.
9. Conduct work in a manner that minimizes the release of sediment and sediment-laden water from the job site.
10. Prevent contaminants from the project, such as petroleum products, hydraulic fluid, or any other toxic or harmful materials, from entering or leaching into waters of the state.
11. Work must not be conducted in fish spawning areas. For the purpose of this Hydraulic Project Approval, spawning areas are defined as portions of the streambed with rounded gravel deposits.
12. Do not use contaminated equipment, which can spread plant parts. Thoroughly remove and properly dispose of all viable plants and plant parts from the equipment before using equipment in waters of the state.
13. This Hydraulic Project Approval does not authorize the removal of native riparian zone vegetation.

LARGE WOODY MATERIAL

14. For the purposes of this HPA, large woody material (LWM) means trees or tree parts larger than four inches in diameter and longer than six feet, and rootwads, wholly or partially waterward of the ordinary high water line.
15. Do not disturb large woody material embedded in a bank or bed.
16. Large woody material must either be repositioned with at least a third of the LWM length within the low flow channel or floated free immediately downstream of the work site to provide functional fish habitat. If releasing or repositioning woody material downstream of a worksite could create an unsafe hazard to life, the public, property or roadway infrastructure, the large woody material may be placed below the OHWL at another location within the same waterbody.
17. Large woody material must not be destroyed or reduced in value as fish habitat to the extent feasible. Large woody material must not be cut into smaller pieces except to allow floating or suspension of large woody material to reposition it. Root wads must not be removed from the trunk (bole). Boles must not be reduced in girth.
18. Do not drag non-embedded large woody material. Float or suspend large woody material during placement, repositioning, or removal so it does not damage the bed or banks. A yarding corridor or full suspension is required to protect riparian zone vegetation. Full suspension can be achieved with hand-operated or heavy equipment or aerial log yarding towers.
19. When repositioning or removing large woody material, minimize releasing bedload, logs, or debris downstream. Fill and smooth over any depressions created in the bed with material that has the same composition as native material.
20. Natural woody material that is smaller than large woody material may be, in order of preference, repositioned within the stream, floated downstream, or deposited on the bank.

DEMOBILIZATION AND CLEANUP

21. Upon completion of the noxious weed removal, the streambed must contain no pits, potholes, or large depressions to avoid stranding fish.



HYDRAULIC PROJECT APPROVAL

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FPA/Public Notice Number: N/A

Application ID: 27021

22. Deposit all trash from the project at an appropriate upland disposal location.

LOCATION #1:	Site Name: Wapato from Freeman Rd to SR 161 , , WA					
WORK START:	June 17, 2022			WORK END:	June 16, 2027	
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
10 - Puyallup - White		Wapato Creek			Port Industrial Waterway	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	17	20 N	04 E	47.215945	-122.309825	Pierce
<u>Location #1 Driving Directions</u>						
LOCATION #2:	Site Name: Simons from Freeman Rd to SR 161 , , WA					
WORK START:	June 17, 2022			WORK END:	June 16, 2027	
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
10 - Puyallup - White		Other			Other	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	17	20 N	04 E	47.215945	-122.309825	Pierce
<u>Location #2 Driving Directions</u>						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.



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This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.



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APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: June 17, 2022

Project End Date: June 16, 2027

Permit Number: 2022-6-256+01

FPA/Public Notice Number: N/A

Application ID: 27021

Habitat Biologist

Miles.Penk@dfw.wa.gov

Miles Penk

360-480-2908

A handwritten signature in black ink, appearing to read "Miles Penk".

for Director

WDFW



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0675 - Resolution 23-0675 authorizing the Mayor to execute an agreement for Edgewood Community Park Landscape Maintenance Services with Nasim and Sons INC	Agenda Item #: 4.F
	For Agenda of: 5/23/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 23-0675 2. City of Edgewood Landscape Maintenance Agreement 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
5/17/2023 5/17/2023 5/17/2023	

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 & Sons, Inc (d.b.a. Nasim Landscape), to perform routine landscape maintenance at ECP for the next year. Attached for Council's consideration are an authorizing resolution and contract.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB23-0675** - Resolution 23-0675 authorizing the Mayor to execute an agreement for Edgewood Community Park Landscape Maintenance Services with Nasim and Sons INC

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. 23-0675

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

Exhibit A
Landscape Maintenance Services Contract

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.

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.

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.

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: 5/11/23

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: AB23-014- Planning Commission Appointments/Reappointments to Positions 4, 5, and 7	Agenda Item #: 5.A
	For Agenda of: 5/23/2023
	Prepared by: Evan Hietpas
Attachments (list): 1. Chapter 2.30 Planning Commission	
Approval of Materials: Evan Hietpas Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: Amount Budgeted: Timeline: May 16, 2023 Council Study Session Interviews May 23, 2023 Regular Council Meeting Appointment
5/19/2023 5/19/2023 5/19/2023	

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. At this Regular Council Meeting, the Mayor shall appoint the chosen applicants and the Council shall confirm or deny the appointments proposed by the Mayor. The two-year term appointments begin on July 1, 2023 and end on June 30, 2025.

Item History:

N/A

Recommended Action:

MOTION confirming Mayoral Re-Appointment of Sarah Wagner, Position 4, Jason Ramirez, Position 5, and Appointment of Carly Lenoir, Position 7 to the Planning Commission with all terms expiring June 30, 2025.

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).