



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, September 8, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA
Zoom: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

2. PRESENTATION

A. Pierce Transit Ballot Measure

3. EXECUTIVE SESSION

A. RCW 42.30.110.(1)(i)(iii) - Potential Litigation

4. AUDIENCE COMMENT

5. MAYOR'S REPORT

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

The following items are presented for Council approval:

A. Regular Council Meeting Minutes of August 25, 2026

B. Study Session Meeting Minutes of September 1, 2026

C. **AB26-119** - a motion approving September 2026 Budgeted Expenditures as follows:
AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 Fund in the amount of \$195,034.80 and Vendor Check Numbers 26860 through 26867, with EFT and Direct Pay Payments in the amount of \$940,691.05. Total distributions submitted for review and authorization in the amount of \$1,135,725.85.

7. COUNCIL BUSINESS

A. **AB26-0798** - Resolution 26-0798 Amending Section 8.10 of the City Council Rules of Procedure Regarding Virtual and/or Telephonic Meetings - *(CM Ramirez - Sponsor, CM Pazaruski - Co-Sponsor)*

B. **AB26-0801** - Resolution 26-0801 - Authorizing the Mayor to Execute the First Amendment to the Mt. View Community Center Cooling and Heating Center Site Agreement *(CM Keith - Sponsor, CM Southard - Co-Sponsor)*

8. COUNCIL COMMENTS

9. 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, August 25, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Deputy Mayor Creley (virtually via Zoom), Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember Rasmus, Councilmember Edwards, Councilmember Southard **Excused:** Mayor Olson

2 PRESENTATION

A. Pierce County Library System

Pierce County Library System Executive Director Gretchen Caserotti provided an update on library services, funding, the Milton/Edgewood branch, current usage, strategic goals, and upcoming programs. She discussed the library's focus on literacy, early learning, technology assistance, accessibility, strategic partnerships, and long-term sustainability. Councilmembers asked questions regarding accessibility features, elimination of overdue fines, and new programs, including education related to artificial intelligence.

3 AUDIENCE COMMENT

Roanne Tomy, Parker Tomy, Angelina Koenig, Andrew Conley-Holcom, John West, and Lucy Lowry spoke.

4 CONSENT AGENDA:

A. Regular City Council Meeting Minutes of August 11, 2026

B. Study Session Meeting Minutes of August 18, 2026

C. **AB26-118** - a motion approving August 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 Fund in the amount of \$139,766.16 and Vendor Check Numbers 26846 through 26859, with EFT and Direct Pay Payments in the amount of \$674,942.20. Total distributions submitted for review and authorization in the amount of \$814,708.36.

- D. AB26-0800** - Resolution 26-0800 Authorizing the Mayor to Sign a Change Order for the 48th Street East Preservation Project

Motion: As read **Action:** Approve **Moved by:** Councilmember Edwards **Seconded by:** Councilmember Keith **Motion Passed**

5 COUNCIL BUSINESS

- A. AB26-0714** - Ordinance 26-0714 Related to Electric Security Alarm Systems Adopting Amendments to the EMC Title 18

Motion: As read **Action:** Approve **Moved by:** Councilmember Southard **Seconded by:** Councilmember Ramirez **Motion Passed**

6 COUNCIL COMMENTS

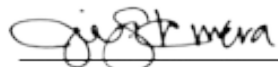
Councilmember Keith spoke.

7 ADJOURN

Deputy Mayor Creley adjourned the meeting at 7:45pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, September 1, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way east ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Olson, Deputy Mayor Creley (virtually via Zoom), Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith (virtually via Zoom), Councilmember Rasmus (virtually via Zoom), Councilmember Edwards, Councilmember Southard

2 PRESENTATIONS

A. Mary Connolly - Unified Regional Approach to Homelessness

Mary Connolly, Policy Analyst with the Pierce County Council, provided an update on the Unified Regional Approach to Homelessness (URA), including its proposed governance structure, voluntary participation, anticipated funding, and next steps toward an interlocal agreement. Six governments have adopted resolutions of intent to participate. Edgewood's estimated future contribution would be approximately \$5,000–\$7,000 annually beginning in 2028. The resolution of intent would express the City's intent to participate, direct staff to work toward an ILA, and commit to certain interim activities. Council discussed considering a resolution of intent. Mayor Olson indicated the draft resolution could be discussed at the September 15 study session and, if Council wishes to proceed, placed on the September 29 regular meeting agenda for consideration/vote. The ILA itself is still being developed and would require a separate future vote. No commitment to join the URA was made at this meeting.

B. Sheerica Ware Wilkins - Flock

Sheerica Ware-Wilkins of Flock Safety provided an informational presentation regarding automated license plate reader technology, including how the cameras collect and retain data, data ownership, sharing restrictions, security, audit logs, and the use of vehicle characteristics. Council also asked questions regarding heat maps, data breaches, private cameras, and differences between Flock and other systems. It was clarified that the City of Edgewood currently does not have Flock cameras or a Flock contract.

3 COUNCIL BUSINESS

A. Equity, Diversity, and Inclusion Council Sub-Committee Update

Councilmembers Ramirez, Pazaruski and Southard provided an update on their Community Experience Survey. The survey is expected to be finalized at their next meeting and made available to the public during the month of October.

B. Council Rules of Procedure - Virtual and/or Telephonic Meetings - (CM Ramirez - Sponsor, CM Pazaruski - Co-Sponsor)

Councilmembers Ramirez and Pazaruski, who sponsored the revision, presented an updated section of the Council Rules of Procedure regarding virtual and telephonic attendance. They explained that the draft incorporated prior Council feedback and research from other jurisdictions.

Discussion focused on the use of “prefers and values” in-person attendance and the

use of “good faith” when addressing attendance.

C. Detailed Review of Outdoor Movie Night & MVCC MOU (*CM Keith - Sponsor, DM Creley - Co-sponsor*)

Mayor Olson provided a detailed recap of the August 21 Outdoor Movie Night, including its history, planning, attendance, costs, staffing, permits, and relationship to the Mountain View Community Center (MVCC) Memorandum of Understanding (MOU). The event was attended by more than 150 people and cost approximately \$88, with the audiovisual services provided at no charge.

The Mayor stated that the event was not conducted under the MVCC MOU and that the MOU does not prohibit the City from holding an additional movie event. City Attorney Maili Barber agreed that she found no exclusivity provision or other language preventing the City from hosting its own event or partnering with another organization.

The discussion also addressed permitting, food handling, use of City equipment, insurance, staffing, and the roles performed by City personnel. Councilmember Rasmus expressed support for continuing the event and suggested seeking community/business sponsorships or donations for future events. Mayor Olson concluded he would like to hold one outdoor movie next summer and would consider sponsorship opportunities.

D. Mt. View Community Center Heating and Cooling Center Contract First Amendment (*CM Keith - Sponsor, CM Southard - Co-Sponsor*)

Council discussed extending the existing Mountain View Community Center (MVCC) Heating and Cooling contract for one additional year. Councilmember Keith advocated extending the existing agreement while the City and MVCC work through concerns regarding the contract language and reporting requirements.

Councilmembers Edwards, Ramirez, Pazaruski, and Rasmus also discussed the existing agreement, the need for clarification, and the importance of continuing the partnership. City Attorney Maili Barber stated that she has legal concerns with portions of the existing contract and believes a new, clearer agreement would be preferable long-term. The one-year extension will return to the Council for a vote at the September 8 meeting.

E. Revised Mt. View Community Center Heating and Cooling Contract

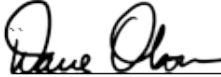
Mayor Olson read a statement into the record that he had originally presented at the April 7, 2026, Council meeting, addressing rumors that he was attempting to defund the Mountain View Community Center. He then introduced the proposed revised contract as a two-year, \$100,000 agreement covering 2026 and 2027. City Attorney Maili Barber explained that the revised agreement was drafted to more clearly define the services being purchased, address legal concerns, and better align the contract with how MVCC actually uses the funds. The draft includes more detailed provisions regarding services, reporting, meals/nutritional services, and related services for vulnerable persons. The Mayor proposed holding further discussion with Angelina present at the September 15 study session, followed by consideration of the revised two-year agreement at the September 22 Regular Council meeting.

4 COUNCIL COMMENTS

There were no council comments.

5 ADJOURN

Mayor Olson adjourned the meeting at 9:38pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-119 - a motion approving September 2026 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 Fund in the amount of \$195,034.80 and Vendor Check Numbers 26860 through 26867, with EFT and Direct Pay Payments in the amount of \$940,691.05. Total distributions submitted for review and authorization in the amount of \$1,135,725.85.	Agenda Item #: 6.C
	For Agenda of: 9/8/2026
	Prepared by: Stephanie Goff, Vicki Bradeen
Attachments (list): 1. 090826 Voucher Directory 2. 090826 Claims Register	
Approval of Materials: Stephanie Goff, Vicki Bradeen Rachel Pitzel, Assistant City Administrator 09/03/2026 Dave Olson, Mayor 09/03/2026	Expenditure Required: \$1,135,725.85
	Amount Budgeted: \$1,135,725.85
	Timeline:

Summary Statement:

AB26-110 approving September 2026 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 Fund in the amount of \$195,034.80 and Vendor Check Numbers 26860 through 26867, with EFT and Direct Pay Payments in the amount of \$940,691.05. Total distributions submitted for review and authorization in the amount of \$1,135,725.85.

Item History:

Recommended Action:

MOTION to adopt AB26-119 - a motion approving September 2026 Budge as presented under the Consent Agenda.

Fiscal Note/Consideration:



Voucher Directory

Fiscal : 2026 - September
Council Date : 2026 - September - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Ainsworth Inc.		Direct Pay Payment 9/3/2026 10:23:23 AM - 1	2026 - September - 1st Council Meeting		
		SRVCE14169			
		PO 2026030			
		001-018-000-518-85-49-03	Computer Subscriptions		\$518.75
			Enteliweb License Renewal		
		Total SRVCE14169			\$518.75
		Total Direct Pay Payment 9/3/2026 10:23:23 AM - 1			\$518.75
Total Ainsworth Inc.					\$518.75
Amazon Capital Services		Direct Pay Payment 9/3/2026 10:23:23 AM - 2	2026 - September - 1st Council Meeting		
		17P7-9DV9-HVNQ			
		Credit Memo			
		001-018-000-518-20-39-11	Teambuilding-Supplies		(\$37.44)
			Rtn Trophies-Invoice #1CJJ-QXQX-7RYM-TEBW		
		Total 17P7-9DV9-HVNQ			(\$37.44)
		1PLK-VNRJ-36MY			
		August Statement			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$263.84
			Vacuum Filters;Clear Table Protector;Custom Tablecloth;Notebooks;Wall Clock		
		001-018-000-518-85-35-01	IT Small Tools/Minor Equipment		\$290.61
			Outdoor PoE Gigabit Extender;Crimp Tool Kit;Wifi Adapter(2);Keyboard/Mouse(4);USB-Cable;Screen Protector iPhone 16		
		001-021-000-521-20-31-01	Office & Operational Supplies		\$40.43
			Printable Name Tags-Jr Police Academy		
		001-022-000-548-30-31-01	Operating Supplies		\$59.50
			Gate Opener Remotes-50/50-PW/Parks		
		001-022-000-548-30-31-53	PPE-Personal Protective Equipment		\$49.02
			Work Gloves-Size Large-(2 Dozen)		
		001-076-000-576-80-31-01	Operational Supplies		\$59.49
			Gate Opener Remotes-50/50-PW/Parks		
		001-076-000-576-80-31-01	Operational Supplies		\$49.16
			Garden Hose-Nelson Farm Park		
		001-076-000-576-80-31-02	Recreation Activities & Events		\$85.91
			Mosquito Repellent Bracelets-Outdoor Movie Event		
		410-000-000-531-38-31-53	PPE-Personal Protective Equipment		\$21.02

Vendor	Number	Reference	Account Number	Description	Amount
				Work Gloves-Size Large-(2 Dozen)	
			Total 1PLK-VNRJ-36MY		\$918.98
			Total Direct Pay Payment 9/3/2026 10:23:23 AM - 2		\$881.54
Total Amazon Capital Services					\$881.54
American Traffic Solutions					
		Direct Pay Payment 9/3/2026 10:23:23 AM - 3	2026 - September - 1st Council Meeting		
		INV0129583			
			August Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$21,000.00
				7 Traffic Cameras	
			Total INV0129583		\$21,000.00
			Total Direct Pay Payment 9/3/2026 10:23:23 AM - 3		\$21,000.00
Total American Traffic Solutions					\$21,000.00
Atkinson Construction LLC					
	26860		2026 - September - 1st Council Meeting		
		082726			
			SR 161 Fish Passage Project		
			402-000-000-594-35-63-04	Cap Improvement Projects	\$596,829.00
				SS-1 SR161 Enchanted Pkwy Fish Passages	
				SR 161 Fish Passage Project-Resolution #25-0779	
			Total 082726		\$596,829.00
			Total 26860		\$596,829.00
Total Atkinson Construction LLC					\$596,829.00
City of Sumner					
	26861		2026 - September - 1st Council Meeting		
		1515			
			August Services		
			001-019-000-554-30-41-01	Animal Control Services	\$9,825.17
				Animal Control Svs. for August	
			Total 1515		\$9,825.17
		1527			
			September Services		
			001-019-000-554-30-41-01	Animal Control Services	\$9,825.17
				Animal Control Svs. for September	
			Total 1527		\$9,825.17
			Total 26861		\$19,650.34
Total City of Sumner					\$19,650.34

Vendor	Number	Reference	Account Number	Description	Amount
Comcast					
		EFT Payment 9/3/2026 10:22:26 AM - 1	2026 - September - 1st Council Meeting		
		8498 35 021 0602869 8/29-9/28/26			
		8/29-9/28/26 Services			
		001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$455.71	
			City Hall Public Internet		
		Total 8498 35 021 0602869 8/29-9/28/26		\$455.71	
		Total EFT Payment 9/3/2026 10:22:26 AM - 1		\$455.71	
Total Comcast					\$455.71
CompuNet, Inc.					
		Direct Pay Payment 9/3/2026 10:23:23 AM - 4	2026 - September - 1st Council Meeting		
		337351			
		PO 2026035			
		001-018-000-518-85-49-03	Computer Subscriptions	\$6,233.56	
			Fortinet FortiGate-200G-End Date 9/30/2027		
		Total 337351		\$6,233.56	
		337353			
		PO 2026034			
		001-018-000-518-85-49-03	Computer Subscriptions	\$5,469.48	
			Fortinet Takeover Renewal 2026-Coterm End Date 9/30/17		
		Total 337353		\$5,469.48	
		Total Direct Pay Payment 9/3/2026 10:23:23 AM - 4		\$11,703.04	
Total CompuNet, Inc.					\$11,703.04
DLT Solutions LLC					
		Direct Pay Payment 9/3/2026 10:23:23 AM - 5	2026 - September - 1st Council Meeting		
		SI746977			
		PO 2026033			
		001-018-000-518-85-49-03	Computer Subscriptions	\$6,213.52	
			Civil 3D Government Single-user Annual Subscription-10/26/26-10/25/27		
		Total SI746977		\$6,213.52	
		Total Direct Pay Payment 9/3/2026 10:23:23 AM - 5		\$6,213.52	
Total DLT Solutions LLC					\$6,213.52
Drain-Pro					
	26862		2026 - September - 1st Council Meeting		
		160587			
		8/30-9/26/26 Svcs-Edgemont Park			
		001-076-000-576-80-45-03	Operating Rentals	\$144.50	
			Edgemont Park		
		Total 160587		\$144.50	
		160588			
		8/30-9/26/26 Svcs-Nelson Nature Park			
		001-076-000-576-80-45-03	Operating Rentals	\$259.00	

Vendor	Number	Reference	Account Number	Description	Amount
				Nelson Nature Park	
		Total 160588			\$259.00
		160589			
			8/30-9/26/26 Svcs-Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Nelson Farm Park	
		Total 160589			\$144.50
		160590			
			8/30-9/26/26 Svcs-Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$199.50
				Trailhead Park	
		Total 160590			\$199.50
		160591			
			8/30-9/26/26 Svcs-PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				PW Yard	
		Total 160591			\$144.50
	Total 26862				\$892.00
Total Drain-Pro					\$892.00
ESRI					
	Direct Pay Payment 9/3/2026 10:23:23 AM - 6		2026 - September - 1st Council Meeting		
	900287262				
		PO 2026026			
		001-018-000-518-85-49-03		Computer Subscriptions	\$1,398.44
				ArcGIS Annual Subscription-(10/1/26-9/30/27)	
		Total 900287262			\$1,398.44
	Total Direct Pay Payment 9/3/2026 10:23:23 AM - 6				\$1,398.44
Total ESRI					\$1,398.44
Fife Milton Edgewood Chamber of Commerce					
26863			2026 - September - 1st Council Meeting		
	4807				
		August Business Lunch-Candidate Forum			
		001-011-000-511-60-31-30		Meals & Refreshments	\$35.00
				August Business Lunch-Candidate Forum-Jason Ramirez	
	Total 4807				\$35.00
	Total 26863				\$35.00
Total Fife Milton Edgewood Chamber of Commerce					\$35.00

Vendor	Number	Reference	Account Number	Description	Amount
Grainger					
		Direct Pay Payment 9/3/2026 10:23:23 AM - 7	2026 - September - 1st Council Meeting		
		9049654867			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$453.84
				Trash Cans W/Lids-(Qty 2)-Jovita Station Park	
		Total 9049654867			\$453.84
		9056799720			
			August Purchases		
			410-000-000-531-38-31-01	Operational Supplies	\$181.02
				Absorbent Pads-Oil Spills-SW	
		Total 9056799720			\$181.02
		Total Direct Pay Payment 9/3/2026 10:23:23 AM - 7			\$634.86
Total Grainger					\$634.86
Herrera Environmental Consultants, Inc.					
		Direct Pay Payment 9/3/2026 10:23:23 AM - 8	2026 - September - 1st Council Meeting		
		63195			
			July Svcs-Prj 24-08554-002		
			411-000-000-594-31-63-08	Capital Improvement Projects	\$5,190.89
				SW17-Aquatic Resource Mitigation Program (Herrera #2025-01)	
		Total 63195			\$5,190.89
		63196			
			July Svcs-Prj 24-08554-003		
			001-058-000-558-60-41-23	Professional Serv-GMA	\$2,486.76
				Tree Canopy Goal & Policy Support (Herrera #2026-01)	
			410-000-000-531-38-41-01	Professional Service	\$2,486.76
				Tree Canopy Goal & Policy Support (Herrera #2026-01)	
		Total 63196			\$4,973.52
		Total Direct Pay Payment 9/3/2026 10:23:23 AM - 8			\$10,164.41
Total Herrera Environmental Consultants, Inc.					\$10,164.41
Kings III Emergency Communications					
		EFT Payment 9/3/2026 10:22:26 AM - 2	2026 - September - 1st Council Meeting		
		3539584			
			Service Elevator Phone(s)		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$54.95
				Service Elevator Phone(s) 9/1-9/30/26	
		Total 3539584			\$54.95
		Total EFT Payment 9/3/2026 10:22:26 AM - 2			\$54.95
Total Kings III Emergency Communications					\$54.95

Vendor	Number	Reference	Account Number	Description	Amount
Lakehaven Water & Sewer District					
	EFT Payment 9/3/2026 10:22:26 AM - 3		2026 - September - 1st Council Meeting		
	3574701 6/16-8/17/26				
		6/16-8/17/26 Svcs 10440 Dom Calata Way E			
		001-018-000-518-30-47-04	Sewer Charges		\$156.74
			City Hall		
	Total 3574701 6/16-8/17/26				
	3833501 6/16-8/17/26		\$156.74		
		6/16-8/17/26 Svcs 10301 36th St E			
		001-018-000-518-30-47-04	Sewer Charges		\$315.92
			Edgewood Community Park		
	Total 3833501 6/16-8/17/26		\$315.92		
	Total EFT Payment 9/3/2026 10:22:26 AM - 3		\$472.66		
Total Lakehaven Water & Sewer District					\$472.66
McClatchy Company LLC					
	Direct Pay Payment 9/3/2026 10:23:23 AM - 9		2026 - September - 1st Council Meeting		
	137486				
		August Statement			
		001-019-030-514-30-41-02	Legal Publications		\$405.85
			August Statement		
	Total 137486		\$405.85		
	Total Direct Pay Payment 9/3/2026 10:23:23 AM - 9		\$405.85		
Total McClatchy Company LLC					\$405.85
McKinstry Co, LLC					
	Direct Pay Payment 9/3/2026 10:23:23 AM - 10		2026 - September - 1st Council Meeting		
	10338309				
		September Maintenance			
		001-018-000-518-30-48-03	Maintenance/Repairs - Buildings		\$1,755.57
			September Maintenance		
	Total 10338309		\$1,755.57		
	Total Direct Pay Payment 9/3/2026 10:23:23 AM - 10		\$1,755.57		
Total McKinstry Co, LLC					\$1,755.57
McLendon - Parkrose Hardware					
	EFT Payment 9/3/2026 10:22:26 AM - 4		2026 - September - 1st Council Meeting		
	339741				
		August Purchases			
		001-022-000-548-30-35-01	Small Tools/Minor Equipment		\$98.71
			Rock Rakes-(Qty 2)		
	Total 339741		\$98.71		
	339839				
		August Purchases			
		001-022-000-548-30-31-01	Operating Supplies		\$152.43

Vendor	Number	Reference	Account Number	Description	Amount
				Parts-String Trimmers	
		Total 339839			\$152.43
		339862			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$128.31
				Hose & Nozzle-ECP	
		Total 339862			\$128.31
		340008			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$46.35
				Parts-Playground Equip.-ECP & Edgemont Park	
		Total 340008			\$46.35
		340053			
			August Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$12.15
				Staples-Staple Guns	
		Total 340053			\$12.15
		340072			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$110.07
				Plumbing Parts-Nelson Farm Park	
		Total 340072			\$110.07
		340075			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$40.41
				Plumbing Parts-Nelson Farm Park	
		Total 340075			\$40.41
		340103			
			August Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$141.48
				Gas Cans	
		Total 340103			\$141.48
		340192			
			August Purchases		
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$43.85
				Carpet Knife; Wire Pliers	
			001-076-000-576-80-31-01	Operational Supplies	\$111.81
				Shrubs-ECP	
		Total 340192			\$155.66
		340194			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$78.97
				Flowering Cherry Tree-ECP	
		Total 340194			\$78.97
		Total EFT Payment 9/3/2026 10:22:26 AM - 4			\$964.54

Vendor	Number	Reference	Account Number	Description	Amount
Total McLendon - Parkrose Hardware					\$964.54
Measure Meant, SPC					
	26864		2026 - September - 1st Council Meeting		
		26040			
			August Services		
			001-058-000-558-60-41-23	Professional Serv-GMA	\$20,000.00
				Climate Sub-Element Project	
		Total 26040			\$20,000.00
	Total 26864				\$20,000.00
Total Measure Meant, SPC					\$20,000.00
O'Reilly Auto Parts					
	EFT Payment 9/3/2026 10:22:26 AM - 5		2026 - September - 1st Council Meeting		
		3725-296207			
			July Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$98.99
				Vehicle Cleaning and Protectant Supplies-Fleet	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$42.42
				Vehicle Cleaning and Protectant Supplies-Fleet	
		Total 3725-296207			\$141.41
		3725-297338			
			August Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$14.10
				Cleaning Supplies-Fleet	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$6.04
				Cleaning Supplies-Fleet	
		Total 3725-297338			\$20.14
		3725-297363			
			August Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$31.26
				Cleaner & Wiper Fluid-Fleet	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$13.40
				Cleaner & Wiper Fluid-Fleet	
		Total 3725-297363			\$44.66
		3725-298919			
			August Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$158.25
				Batteries (Qty 4)-Mosquito Traps	
		Total 3725-298919			\$158.25
	Total EFT Payment 9/3/2026 10:22:26 AM - 5				\$364.46
Total O'Reilly Auto Parts					\$364.46

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance PW					
	26865		2026 - September - 1st Council Meeting		
		CI-391208			
			July Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$2,055.81
				July Services-Signs & Signals	
		Total CI-391208			\$2,055.81
		CI-391422			
			July Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$84,416.94
			101-000-000-542-90-43-01	Travel	\$126.00
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$36,561.50
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$6,085.17
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$295.06
			410-000-000-531-38-43-01	Travel	\$126.00
		Total CI-391422			\$127,610.67
	Total 26865				\$129,666.48
Total Pierce County Budget & Finance PW					\$129,666.48
Pitney Bowes Global Financial Services					
	EFT Payment 9/3/2026 10:22:26 AM - 6		2026 - September - 1st Council Meeting		
		3323145616			
			6/30-9/29/26 Lease		
			001-018-000-518-20-45-03	Postage Meter Lease	\$12.30
				Sales Tax on Lease	
			001-018-000-591-18-70-01	Lease & SBITA Payments	\$179.46
				Postage Meter Lease	
		Total 3323145616			\$191.76
	Total EFT Payment 9/3/2026 10:22:26 AM - 6				\$191.76
Total Pitney Bowes Global Financial Services					\$191.76
Psomas					
	26866		2026 - September - 1st Council Meeting		
		238660			
			July Svcs-Interurban Trail Phase III		
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$101,431.55
				July Svcs-Interurban Trail Phase III	
		Total 238660			\$101,431.55
		238812			
			August Svcs-Interurban Trail Phase III		
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$10,403.59
				August Svcs-Interurban Trail Phase III	
		Total 238812			\$10,403.59
	Total 26866				\$111,835.14
Total Psomas					\$111,835.14

Vendor	Number	Reference	Account Number	Description	Amount
Randles Sand & Gravel Inc.	26867			2026 - September - 1st Council Meeting	
		447728			
			August Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$1,174.16
				Stock PW Yard	
			410-000-000-531-38-31-01	Operational Supplies	\$503.22
				Stock PW Yard	
		Total 447728			\$1,677.38
	Total 26867				\$1,677.38
Total Randles Sand & Gravel Inc.					\$1,677.38
TK Elevator					
	Direct Pay Payment 9/3/2026 10:23:23 AM - 11			2026 - September - 1st Council Meeting	
	3009771405				
			Elevator Maintenance Contract		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,466.02
				9/1-11/30/26 Elevator Maint Contract	
		Total 3009771405			\$1,466.02
	Total Direct Pay Payment 9/3/2026 10:23:23 AM - 11				\$1,466.02
Total TK Elevator					\$1,466.02
Utilities Underground Location Center					
	Direct Pay Payment 9/3/2026 10:23:23 AM - 12			2026 - September - 1st Council Meeting	
	6080157				
			August Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$230.46
				Utility Locating Svs. for August	
		Total 6080157			\$230.46
	Total Direct Pay Payment 9/3/2026 10:23:23 AM - 12				\$230.46
Total Utilities Underground Location Center					\$230.46
Verizon Connect Fleet					
	EFT Payment 9/3/2026 10:22:26 AM - 7			2026 - September - 1st Council Meeting	
	615000089950				
			August Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$176.11
				8/1-8/31/26 Vehicle Tracking Svcs	
		Total 615000089950			\$176.11
	Total EFT Payment 9/3/2026 10:22:26 AM - 7				\$176.11
Total Verizon Connect Fleet					\$176.11

Vendor	Number	Reference	Account Number	Description	Amount
Verizon Wireless					
		EFT Payment 9/3/2026 10:22:26 AM - 8	2026 - September - 1st Council Meeting		
		6151840438			
			August Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$1,053.06
			August Monthly Statement		
		Total 6151840438			\$1,053.06
		Total EFT Payment 9/3/2026 10:22:26 AM - 8			\$1,053.06
Total Verizon Wireless					\$1,053.06
Grand Total		Vendor Count	28		\$940,691.05

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
AWC EFT 8/31/26	AWC Employee Benefit Trust	8/31/2026	\$53,781.91
DCP EFT 8/31/26	Deferred Compensation Program	8/31/2026	\$19,005.38
Direct Deposit Run -	Payroll Vendor	8/31/2026	\$91,276.06
DRS EFT 8/31/26	Dept of Retirement Systems	8/31/2026	\$13,836.57
IRS 941 EFT 8/31/26	IRS 941	8/31/2026	\$17,134.88
Total			\$195,034.80

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26859 Last Number Issued Previous Authorization			
26860	Atkinson Construction LLC	9/8/2026	\$596,829.00
26861	City of Sumner	9/8/2026	\$19,650.34
26862	Drain-Pro	9/8/2026	\$892.00
26863	Fife Milton Edgewood Chamber of Commerce	9/8/2026	\$35.00
26864	Measure Meant, SPC	9/8/2026	\$20,000.00
26865	Pierce County Budget & Finance PW	9/8/2026	\$129,666.48
26866	Psomas	9/8/2026	\$111,835.14
26867	Randles Sand & Gravel Inc.	9/8/2026	\$1,677.38
Direct Pay Payment	Ainsworth Inc.	9/8/2026	\$518.75
Direct Pay Payment	McKinstry Co, LLC	9/8/2026	\$1,755.57
Direct Pay Payment	TK Elevator	9/8/2026	\$1,466.02
Direct Pay Payment	Utilities Underground Location Center	9/8/2026	\$230.46
Direct Pay Payment	Amazon Capital Services	9/8/2026	\$881.54
Direct Pay Payment	American Traffic Solutions	9/8/2026	\$21,000.00
Direct Pay Payment	CompuNet, Inc.	9/8/2026	\$11,703.04
Direct Pay Payment	DLT Solutions LLC	9/8/2026	\$6,213.52
Direct Pay Payment	ESRI	9/8/2026	\$1,398.44
Direct Pay Payment	Grainger	9/8/2026	\$634.86
Direct Pay Payment	Herrera Environmental Consultants, Inc.	9/8/2026	\$10,164.41
Direct Pay Payment	McClatchy Company LLC	9/8/2026	\$405.85
EFT Payment 9/3/2026	Comcast	9/8/2026	\$455.71
EFT Payment 9/3/2026	Kings III Emergency Communications	9/8/2026	\$54.95
EFT Payment 9/3/2026	Lakehaven Water & Sewer District	9/8/2026	\$472.66
EFT Payment 9/3/2026	McLendon - Parkrose Hardware	9/8/2026	\$964.54
EFT Payment 9/3/2026	O'Reilly Auto Parts	9/8/2026	\$364.46
EFT Payment 9/3/2026	Pitney Bowes Global Financial Services	9/8/2026	\$191.76
EFT Payment 9/3/2026	Verizon Connect Fleet	9/8/2026	\$176.11
EFT Payment 9/3/2026	Verizon Wireless	9/8/2026	\$1,053.06

Total Claims Voucher Distribution	\$940,691.05
--	---------------------

Total Distribution Submitted for Review & Authorization	\$1,135,725.85
--	-----------------------

Authorization Adjustments:	-
-----------------------------------	----------

Total Distribution Net of Prior Authorized Adjustments	\$1,135,725.85
---	-----------------------

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, Dave Olson

_____ Council Member



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0798 - Resolution 26-0798 Amending Section 8.10 of the City Council Rules of Procedure Regarding Virtual and/or Telephonic Meetings - <i>(CM Ramirez - Sponsor, CM Pazaruski - Co-Sponsor)</i>	Agenda Item #: 7.A
	For Agenda of: 9/8/2026
	Prepared by:
Attachments (list): 1. RESOLUTION NO. 26-0798 Amending Section 8.10 of the Council Rules of Procedures 2. Final Draft_Section_8_10_Virtual_Telephonic_Meetings	
Approval of Materials: Rachel Pitzel, Assistant City Administrator 09/03/2026 Dave Olson, Mayor 09/03/2026	Expenditure Required:
	Amount Budgeted:
	Timeline:

Summary Statement:

Section 8.10 of the Council Rules of Procedures - Virtual and/or Telephonic Meetings as requested and sponsored by CM Ramirez and CM Pazaruski.

Item History:

Recommended Action:

MOTION to adopt **AB26-0798** - Resolution 26-0798 Amending Section 8.10 of the City Council Rules of Procedure Regarding Virtual and/or Telephonic Meetings - *(CM Ramirez - Sponsor, CM Pazaruski - Co-Sponsor)*

Fiscal Note/Consideration:

RESOLUTION NO. 26-0798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 8.10 OF THE CITY COUNCIL RULES OF PROCEDURE REGARDING VIRTUAL AND/OR TELEPHONIC MEETINGS

WHEREAS, on May 12, 2026 the City Council of the City of Edgewood has previously amended and adopted Council Rules of Procedure to govern the conduct of council meetings, proceedings, and business by Resolution No. 26-0793; and

WHEREAS, the City Council desires to ensure continuity of government operations and public participation during emergencies and other circumstances where in-person attendance may be impracticable;

WHEREAS, the City Council recognizes the value of in-person attendance while also acknowledging that remote participation may be necessary from time to time;

WHEREAS, the City Council desires to establish clear procedures governing remote attendance at City Council meetings in compliance with the Washington Open Public Meetings Act (“OPMA”), Chapter 42.30 RCW;

WHEREAS, the Council has reviewed proposed amendments to the Rules of Procedure, as set forth in *Exhibit A* attached hereto and incorporated herein by this reference; and

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

Section 1. Adoption of Amended Rules of Procedure. The City Council hereby adopts the amended Council Rules of Procedure, this amendment includes revisions to Section 8.10 of the City Council Rules of Procedures attached hereto as *Exhibit A* and incorporated herein by this reference.

Section 2. Repealer. All prior versions of the Council Rules of Procedure or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

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

ADOPTED THIS 8TH DAY OF SEPTEMBER 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

Section 8 – Council Meetings

8.10 Virtual and/or Telephonic Meetings

(1) In the case of emergencies where in-person attendance at meetings is prohibited or restricted, the City Council may convene its meetings remotely using virtual and/or telephonic means that allow for real-time verbal communication. In such circumstances, the City will adhere to any applicable federal, state, or county requirements and guidelines concerning meetings. The City may also adopt local rules or regulations, so long as they do not conflict with said federal, state, or county requirements and guidelines.

(2) During non-emergency situations, the city may include a remote meeting component in addition to an in-person component at meetings, sometimes referred to as a “hybrid meeting.” Hybrid meetings shall comply with all requirements of the Open Public Meetings Act (OPMA).

(3) Councilmembers may attend Council meetings, study sessions, and special meetings remotely by telephone or other electronic means that allow for real-time verbal communication. Councilmembers participating remotely shall have all official City Council materials available during the meeting, shall be able to view the City Council meeting by video and audio in real time, and shall be able to communicate with the public and other Councilmembers during the meeting as if physically in attendance. Council prefers and values in-person attendance. In order to have a large majority of Councilmembers present in the Council Chambers, Councilmembers should only attend remotely for good faith reasons. Councilmembers are encouraged to attend at least one Council meeting and one study session per month in person.

(4) When the Mayor is unavailable to preside over a Council meeting or study session, the Deputy Mayor will preside. It is preferred that the Deputy Mayor presides in person. If the presiding officer participates remotely, the presiding officer must be able to effectively conduct the meeting in accordance with this section.

(5) At any meeting where a Councilmember is attending remotely, the remote participation shall be verbally noted on the record during the City

Council meeting and reflected in the official minutes of the City Council meeting. Remote participation must allow the Councilmember to:

- A.** Be heard by everyone present in the meeting.
- B.** Identify themselves, or be identified by the presiding officer, before speaking.
- C.** When practicable, participate by video. Video participation is encouraged to promote transparency and effective communication.

(6) In the event that a remote communication link is broken or significantly degraded such that the Councilmember is no longer able to effectively participate, the presiding officer shall confirm the loss of service and announce that remote participation has ended. The presiding officer may briefly recess or pause the meeting to allow reconnection. If the connection cannot be restored within a reasonable time, the City Clerk shall record the end of remote participation. A Councilmember who is not able to effectively participate shall not be counted toward a quorum and may not vote during that period.

(7) Councilmembers participating remotely in an emergency executive session must ensure confidentiality, including confirming that they are in a private setting and complying with any additional safeguards established by the City. Remote participation in an emergency executive session must also allow the Councilmember to be seen on video.

RESOLUTION NO. 26-0801

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE MT. VIEW COMMUNITY CENTER COOLING AND HEATING CENTER SITE AGREEMENT

WHEREAS, the City Council previously approved the Mt. View Community Center Cooling and Heating Center Site Agreement by Resolution No. 23-0682; and

WHEREAS, the City Council desires to extend the term of Agreement for one (1) additional year through December 31, 2027;

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

Section 1. Amendment Authorized. The Mayor is authorized to execute the First Amendment to the Mt. View Community Center Cooling and Heating Center Site Agreement, extending the term of the Agreement through December 31, 2027. Except as expressly amended by the First Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. The First Amendment is attached hereto and incorporated herein as exhibit A.

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

ADOPTED THIS XX DAY OF XXXXXXXX 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

**FIRST AMENDMENT TO
THE MT. VIEW COMMUNITY CENTER
HEATING AND COOLING CENTER SITE AGREEMENT**

This document ("First Amendment"), is dated the _____ day of _____ 2026, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and Mt. View Community Center, ("Provider").

Section 1. General Recitals.

A. The City and Provider entered into the Mt. View Community Center Heating and Cooling Center Site Agreement dated August 15, 2023.

B. The parties desire to extend the term of the Agreement for one (1) additional year, with no other changes to the Agreement.

Section 2. Amendment to the Agreement. The parties agree to extend the term of the Mt. View Community Center Heating and Cooling Center Site Agreement for an additional one (1) year. The Agreement shall expire on **December 31, 2027**, unless earlier terminated in accordance with its terms.

Section 3. Other Terms Unchanged. All other terms of the Agreement remain unchanged and enforceable. The First Amendment is intended to modify the terms and conditions of the Agreement only insofar as such modifications are set forth in this Amendment. In the case of any conflict between the terms of the Agreement and the terms of the First Amendment, the provisions of the First Amendment shall control.

DATED: This _____ day of _____, 2026.

CITY OF EDGEWOOD

PROVIDER

By: _____

Dave Olson

Its: Mayor

By: _____

Angelina Koenig

Its: Director

Mt. View Community Center

Date:

Date:

ATTEST:

Jill Schwerzler- Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Mali Barber
City Attorney's Office

CITY OF EDGEWOOD HEATING AND COOLING CENTER SITE SERVICES AGREEMENT

This Emergency Shelter & Community Services Agreement ("Agreement") is entered into by and between the following Parties:

CITY OF EDGEWOOD, WASHINGTON ("City")

Address: 2224 104th Avenue East; Edgewood, WA 98372-1513

Contact: City Clerk Phone: (253)952-3299 Email: finance@cityofedgewood.org

and

MOUNTAIN VIEW COMMUNITY CENTER ("Provider")

Address: 3607 122nd Avenue East Suite A; Edgewood, WA 98372

Contact: Executive Director Jessie Holden Phone: (253) 826-4329

Email: jesieh@mtviewc.org

Tax Id No.: 26-4177066

for services to be rendered by Provider in connection with the provision of physical shelter and site accommodations to residents of the City of Edgewood in the event of an emergency, as further described below.

TERMS AND CONDITIONS

1. Emergency Shelter Services by Provider

1.1 Provider is the lessee of property located at 3607 122nd Ave E, Edgewood, Washington (the "Property"). Provider desires to make the Property available to the City and City residents for use as a heating and cooling center in the event of severe weather events affecting the City of Edgewood..

1.2 For and in consideration of the compensation provided below, Provider shall provide Heating and Cooling Center Site Accommodations all as described in the Scope of Services attached to this Agreement as **Exhibit "A."** The Heating and Cooling Center Services provided by Provider shall not exceed the Scope of Services set forth in Exhibit A, nor shall the Provider be entitled to a greater amount of compensation than that provided in this Agreement, without the prior written authorization of the City.

1.3 The City may from time to time require changes or modifications in the Scope of Services. 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.

1.4 This Agreement is effective upon execution by the Parties and shall remain in effect through December 31, 2026, unless terminated by written notice in accordance with Section 6, below.

1.5 Provider represents and warrants that it, its staff to be assigned to provide services under this Agreement, and its subcontractors and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Provider and its subcontractors under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by providers of public accommodations and heating and cooling center services.

2. Schedule of Services

2.1 Provider shall assure that it, and its subcontractors, will have adequate staffing at all times in order to deliver the Scope of Services in a timely and efficient manner. If factors beyond Provider's control that could not have been reasonably foreseen as of the date of this Agreement cause delay or unavailability in provision of Heating and Cooling Center Site Services, or a deficiency in Provider's performance, then the parties will negotiate in good faith to determine whether an extension or other modification of this Agreement is appropriate. The Provider shall provide the City with written notice of any anticipated unavailability or restrictions on use of Provider's property for Heating and Cooling Center Site Services, or potential delays in completing necessary site upgrades, within three (3) business days after the Provider becomes aware of the potential unavailability, restriction, or delay, in completion of the upgrades or the City's ability to use Provider's Property as a heating and cooling center site facility.

3. Compensation

FIXED SUM. Compensation for the services provided in the Scope of Work shall be a fixed sum of fifty-thousand Dollars (\$50,000), by check payable to Provider.

4. Payment

4.1 Provider shall provide, upon request, in a format acceptable to the City, proof of payment reflecting all of Provider's equipment purchases, construction costs, site upgrades, labor costs, and other expenses incurred, or services rendered by Provider using funds paid by the City pursuant to this Agreement.

4.2 Provider shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after the expiration of this Agreement unless a longer period is required. Provider shall make copies available to the City on request.

4.3 If Property upgrades or other work to be performed pursuant to the Scope of Services does not meet the requirements of the Agreement, Provider will correct or modify the

work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Provider 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.

5.2 Provider and its subcontractors shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Provider's ineligibility to conduct further work for the City.

6. Suspension and Termination of Agreement

6.1 The City may terminate this Agreement for public convenience, the Provider's default, the Provider's insolvency or bankruptcy, or the Provider's assignment for the benefit of creditors, at any time prior to completion of the work described in Section 1. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Provider notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Provider pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Provider may complete such analyses and records as may be necessary to place its files in order. Provider shall be entitled to compensation for any satisfactory work completed prior to the date of suspension or termination.

6.3 Any notice from the City to Provider regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Provider's reasonable expenses and shall be subject to verification. Provider shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

Provider 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 Provider provides 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. Provider understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct, or control any of the services rendered to the City pursuant to this Agreement, and further, that no third-party beneficiaries with rights to enforce this Agreement are created or intended.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon completion or termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement, without written concurrence by Provider, will be at the sole risk of the City.

8.2 The documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Provider against all claims made against Provider for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Provider.

9. Indemnification/Hold Harmless

9.1 Provider shall indemnify and hold the City, its officers, employees, agents, and volunteers harmless from all claims, injuries, damages, losses, or suits (including all legal costs and attorney fees) arising out of or in connection with the acts, errors, or omissions of Provider or its subcontractors in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. If a court of competent jurisdiction determines 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 Provider and the City (including its officers, officials, employees, agents, and volunteers), the Provider's liability hereunder shall be only to the extent of the Provider's own negligence.

9.2 The City's inspection or acceptance of any of the Provider's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE PROVIDER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY

the City shall be excess of the Provider's insurance and shall not contribute with it.

- b. The Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- c. The City will not waive its right to subrogation against the Provider. The Provider's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Provider's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
- d. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

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

10.6. Verification of Coverage. Provider 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 Provider before commencement of the work.

11. Assigning or Subcontracting

11.1 Provider 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 at the sole discretion of the City.

12. Independent Contractor

12.1 Provider and its subcontractors are, and shall be at all times during the term of this Agreement, independent contractors. As the Provider is customarily engaged in an independently established trade which encompasses some or all of the types of services provided to the City hereunder, no agent, employee, representative, or subcontractor of the Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Provider is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. 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 subcontractors of the Provider. The Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The

FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVIDER'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE PROVIDER'S EMPLOYEES DIRECTLY AGAINST THE PROVIDER.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Provider shall procure and maintain for the duration of this 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 Provider, its agents, representatives, or employees.

10.2 Provider shall procure and maintain insurance of the types described below:

- a. 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.
- b. 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, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

10.3 Minimum Amounts of Insurance. Provider shall maintain the following insurance limits:

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

10.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. The Provider's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by

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

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

Provider: ATTN: Executive Director
Mt. View Community Center
3607 122nd Ave E Suite A
Edgewood, WA 98372

Any suit or action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington, without reference to its choice-of-law rules. Exclusive venue shall be in Pierce County Superior Court, Washington.

In any suit or action instituted to interpret or enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

Page 33 of 51

17. Conflict of Interest; Non-Collusion

17.1 No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Provider shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Provider represents that the Provider presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Provider's services and obligations hereunder. The Provider further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Provider. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

17.2 The Contractor warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent or officer of the Contractor, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

ACKNOWLEDGED AND AGREED TO BY:

CITY OF EDGEWOOD By: Daryl Eidinger, Mayor Date: <u>15 AUG 2023</u> Attest: By: <u>Rachel Pitzel</u> Rachel Pitzel, City Clerk Approved as to form: By: <u>Ann Marie Soto</u> Ann Marie Soto, City Attorney	MT. VIEW COMMUNITY CENTER By: <u>[Signature]</u> Printed Name: <u>Caithlyn Remington</u> Its: <u>Assistant Director</u> Date: <u>8-16-2023</u>
--	---

EXHIBIT A

SCOPE OF SERVICES

Heating and Cooling Center Site Services

Readiness: Mt. View Community Center will provide heating and cooling center site services to the public for the greater Edgewood community. As the need for said services is unknown and occurs in an emergency, the cost of readiness is born 365 days a year. Mt. View Community Center should be available as a known resource for heating and cooling center site services, and will extend the days of operation to cover events falling outside its normal operating schedule.

Emergency Site Accommodations:

- Mt. View Community Center will handle all purchasing decisions and activities to maintain readiness and operate the heating and cooling center site.
- Mt. View Community Center is responsible for maintenance and repair of equipment used in providing heating and cooling center site services. Heating, cooling, and power generation equipment shall be maintained at the ready.

Cooling Site Guidelines:

MVCC will follow the guidelines set forth in the Recommended Public Health Actions for Extreme Heat set forth from the Washington State Department of Health. (1)

The NOAA National Weather Service (NWS) is the lead agency for the issuance of heat-related Watch, Warning, and/or Advisory (WWA) products issued prior to the onset of an extreme heat event and is the official source of weather forecasts and related products – including determination of localized HeatRisk Values. MVCC will use the local NWS Seattle/Tacoma Office and website to best inform us for extreme heat conditions. (2)

The NWS HeatRisk forecast provides a quick view of the risk posed by heat over the upcoming seven days. HeatRisk is portrayed in a numeric (0-4) and color (green/yellow/orange/red/magenta) scale. According to the Recommended Public Health Action for Extreme Heat, (as reference above) daytime cooling centers should be activated under the Heat Risk Category RED. Therefore, MVCC shall operate a cooling center when the Heat Risk Category reaches Category Red.

Heating/Warming Site Guidelines:

MVCC will operate a heating/warming site in the case of both a local power outage lasting more than 12 hours AND cold temperatures. MVCC is willing to negotiate additional heating/warming services with the City of Edgewood as requested.

Cooling/Heating Site Policies:

- The center will be open to all, with no proof of residency required.
- Staffing during emergencies will be provided by MVCC. However, City of Edgewood employees may volunteer or be assigned to assist by the City but should not be relied upon to meet minimum staffing level requirements for heating and cooling center site operation.
- A minimum of two staff members or key volunteers must be present to oversee heating and cooling site operation.

- If circumstances warrant the center to be opened as a heating or cooling site, the center will be open a minimum of 4 hours per day, with a focus on midday/late afternoon hours when the heat is most excessive (for cooling).
- MVCC may offer open hours during regularly scheduled programs and hours of operation (when possible) but may also open the building for additional hours based on the need/availability. MVCC will be prepared to open a heating or cooling site Monday-Sunday.
- MVCC will not open a heating or cooling site on federal holidays.
- MVCC will notify the City with written notice of any anticipated unavailability or restrictions for opening a heating and cooling site within three (3) business days after the MVCC becomes aware of the potential unavailability.
- At a minimum MVCC will provide water to all guests. Light snacks or a meal could be included depending on scheduled programming and availability of resources.
- Communications alerting the public to the facility being open as a heating and cooling center site will be made directly by MVCC. The City of Edgewood will communicate said information through normal city communications.

References:

1. http://www.nisqually-nasn.gov/files/8816/8382/3221/Recommended_Public_Health_Actions_and_Measures_during_Heat_Events.pdf
2. <https://www.weather.gov/sew/>



**MOUNTAIN VIEW
COMMUNITY CENTER**

SUCCESSFUL KIDS | HOPEFUL FAMILIES | ACTIVE SENIORS

3607 122ND AVE E | EDGEWOOD, WA 98372



Our Vision

A community in which all experience belonging and wellness

Our Mission

To develop successful kids, hopeful families, and active seniors

Our Values

Respect | Collaboration | Service
| Connection | Hope



**MOUNTAIN VIEW
COMMUNITY CENTER**



**MOUNTAIN VIEW
COMMUNITY CENTER**



In Partnership Since 2023



SUCCESSFUL KIDS

Summer Power Pack Program (July-August 2025)

Removing barriers to learning by alleviating hunger

- 1,346 distributed; 36 volunteers; 107 volunteer hours
- City Hall is a distribution site
- 7,502 distributed; 151 volunteers; 208 volunteer hours (Sept 25-June 26)

Summer Camp 2025

Providing essential resources and activities that promote wellness and friendship

- 99 youth participants; 64 volunteers; 343 volunteer hours

In Partnership



HOPEFUL FAMILIES



Seeds of Change Community Dinners

Community in which all experience belonging and wellness

- 50 dinners served; 6,524 meals/attendees; 588 volunteers; 1,363 volunteer hours
- City of Edgewood Employees cook and serve the dinners and interact with community members

Community Programs

Building community and support between neighbors

- Family Connection Events: 2 Movie Nights (6 families; 22 participants)
- City of Edgewood provides Movie License that allows us to stream for all programs



ACTIVE SENIORS



Senior Programs

Promoting wellness through friendship and fitness

- SAIL Classes: 245 classes; 5136 attendances
- Senior Garden/Senior Cafe: 235 pounds of food collected; 171 volunteers; 530 volunteer hours
- Writers' and Crafters' Group: 51 participants; 530 attendances

Heating & Cooling Site

- Readiness: Mt. View Community Center will provide heating and cooling center site services to the public for the greater Edgewood community. As the need for said services is unknown and occurs in an emergency, **the cost of readiness is born 365 days a year**. Mt. View Community Center should be available as a known resource for heating and cooling center site services and will extend the days of operation to cover events falling outside its normal operating schedule.
- Number of Days MVCC ready for severe weather: 365

Heating & Cooling Center 2025 (90 or above/45 or below)

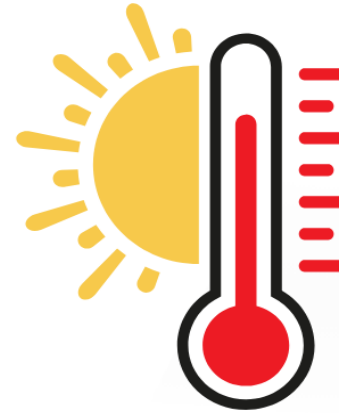
- Number of Days MVCC ready for severe weather: 365
- Number of hot weather days: 19 (June-August 2025)
- Number of severe hot weather Days: 5
- Number of days MVCC open: 11 (including severe hot weather days)
- Number of cold weather days: 40 (November 2024-February 2025)
- Number of days MVCC open: 70 days; 6/12 days of cold snap in Jan.
- MVCC provides water, coffee, snacks, and sometimes a full meal

Heating & Cooling Center 2026

- We offer the cooling center M-Th from 1:00-5:00pm when it is 80 degrees or hotter (lower threshold than required in the contract)
- Seniors attend MVCC to keep their utility bills down
- We are working with Tacoma Community Services, Homeless and Prevention Programs to receive supplies such as hats, ChapStick, and more items to help during the hot weather
- Visitors may join in our programs that are currently happening when the Cooling Center is available
- Visitors will have activities such as games, puzzles, books, etc. to do when they are here



Todays Forecast: **EXTREME HEAT**



Mt. View Community Center is teaming up with
the City of Edgewood to help neighbors stay cool
in extreme heat.

**Visit our cooling center today
between the hours of 1pm to 5pm**

3607 122nd Ave E #A
Edgewood, WA 98372



MVCC is thankful for the partnership with City of Edgewood

We hope for continued partnership that will enhance the quality of life for all our neighbors!

Please join me for a Senior Café lunch or Seeds of Change dinner to learn more about the partnership and MVCC

Let's continue to partner together!



**MOUNTAIN VIEW
COMMUNITY CENTER**

It Starts With Us