



CITY OF EDGEWOOD

COUNCIL STUDY SESSION AGENDA

Tues., May 15, 2018 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance & Roll Call

2. COUNCIL BUSINESS

- A. Discussion (pg. 2)** - Dechaux Road
- B. Presentation(no material)** - Buxton
- C. Discussion(no material)** - Economic Development
- D. Discussion (no material)** - Edgewood Viewe Point and Northwood Estates Segregations
- E. Review/Discussion (pg. 5)** - Critical Areas – Ordinance No. 17-0513
- F. Review/Discussion (pg. 14)-** TCMS Contract – HVAC Services
- G. Review/Discussion (pg. 32)-** East Pierce Fire & Rescue Lease Agreement

3. OTHER COUNCIL ITEMS

4. ADJOURN

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

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
STAFF REPORT**

STUDY SESSION AGENDA ITEM: Dechaux Road

Date: May 15, 2018

Title: Dechaux Road Traffic Restriction – Debrief and Next Steps

Attachments: February 2, 2018 Handout depicting Interim Restriction
Suggested Final Configuration Changes

Submitted By: Jeremy Metzler, PE – Public Works Director

Approved For Agenda By: Daryl Eidinger – Mayor

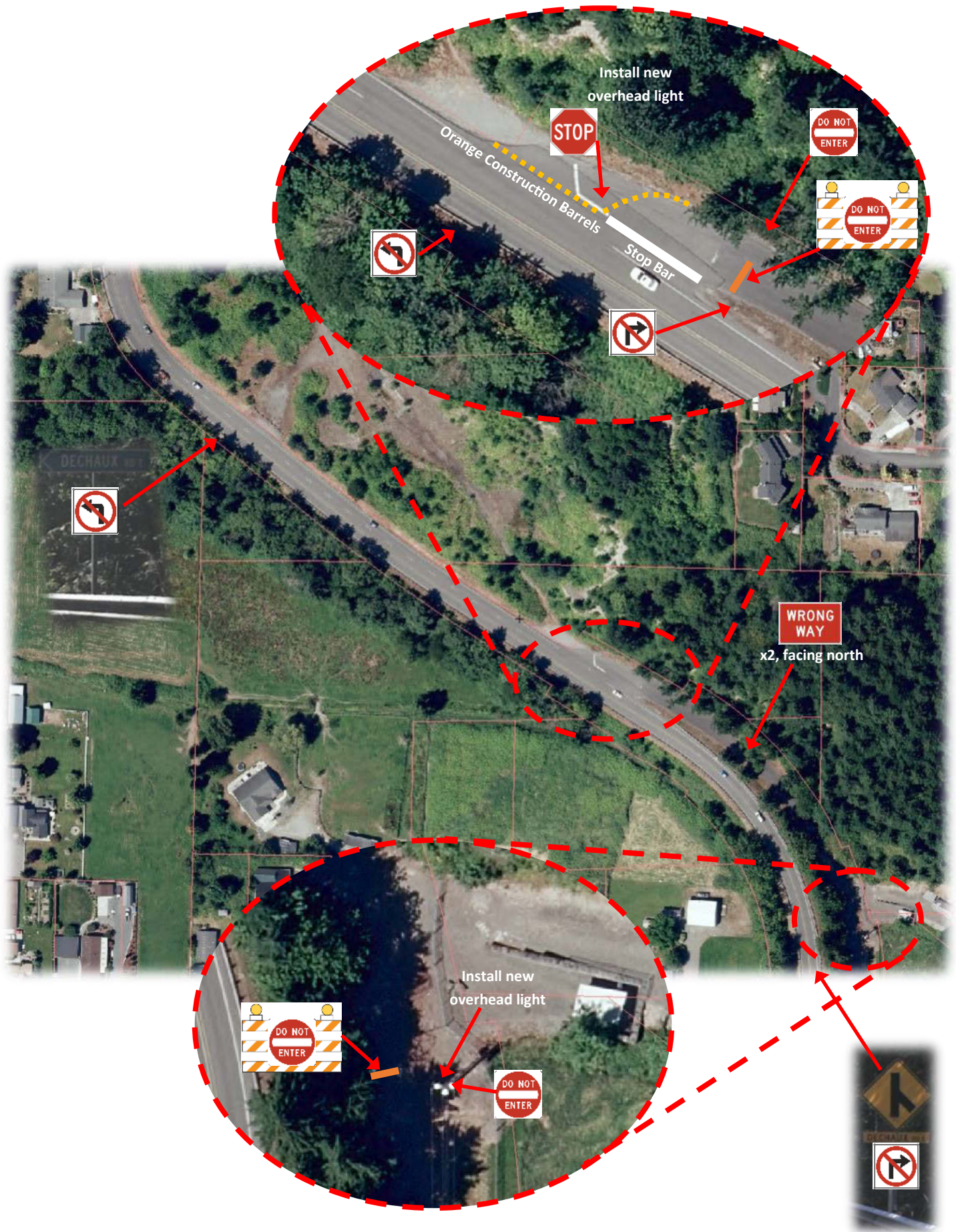
Discussion: Due to multiple requests from citizens living in the Dechaux Road neighborhood regarding increased traffic volumes and unsafe conditions, the City collected traffic data and held a public meeting in October 2017. Several options were discussed to reduce the volume of traffic diverting from Meridian Avenue East during the evening commute, and a temporary solution was prepared in November 2017 and installed in February 2018 (see attached Interim Restriction handout).

As the restrictions have been in place for over three months, we have invited the Dechaux Road neighborhood back for further discussion on this matter, including effectiveness and next steps. In order to make the changes more permanent, Staff is proposing the attached “Suggested Final Configuration Changes”.

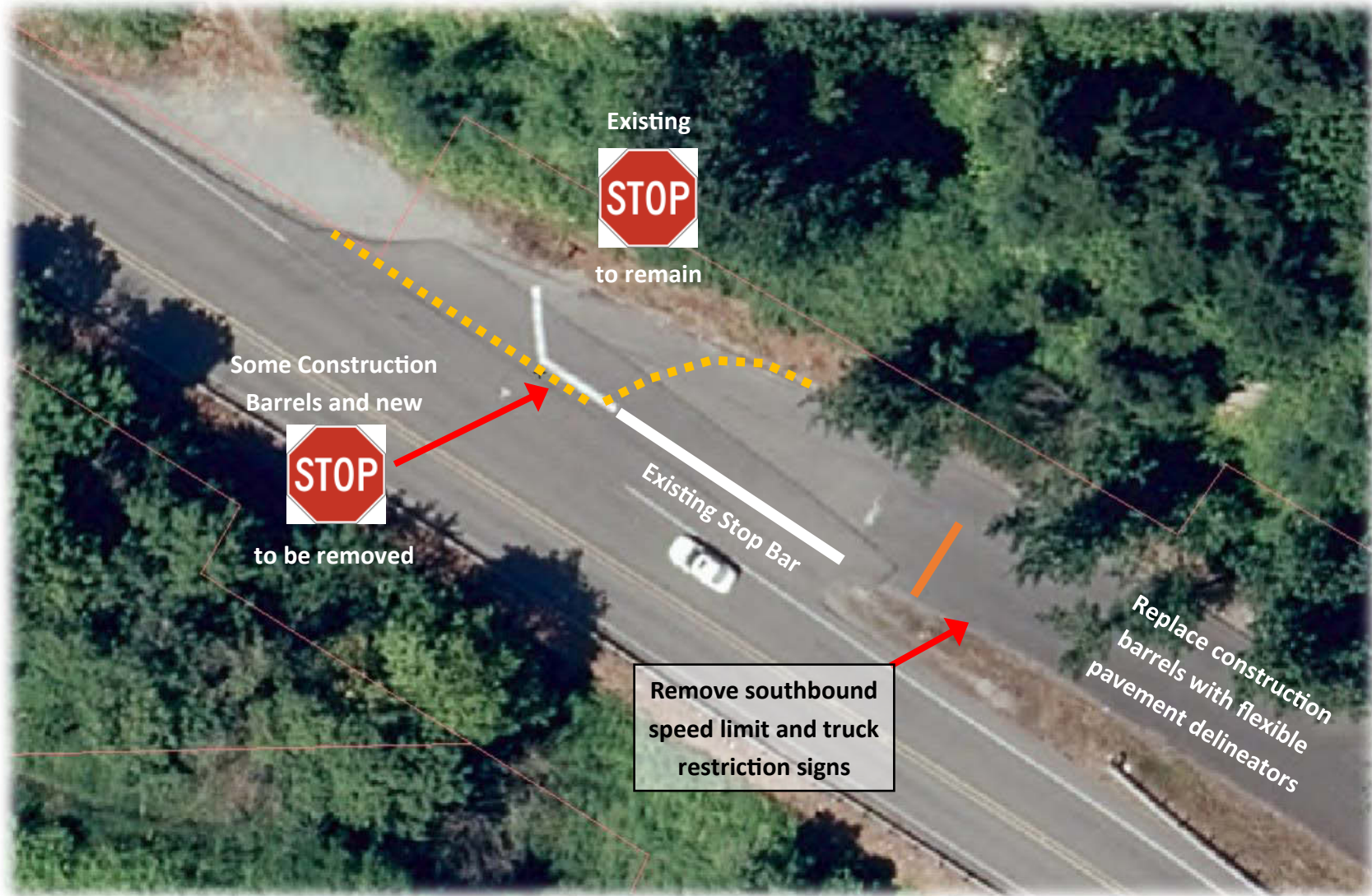
Recommendation: Bring forward a resolution to formalize and finalize the traffic restrictions on Dechaux Road East at Meridian Avenue East.

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.

Fiscal Impact: Approximately \$1,500



Suggested Final Configuration Changes





**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: Ordinance No. 17-0513 Critical Areas

Date: May 15, 2018
Title: Critical Areas Ordinance (CAO) Code Amendment

Attachments:
1) Critical Areas Maps
2) Draft Ordinance

Submitted by: Darren Groth, Community Development Director
Approved For Agenda by: Daryl Eidinger, Mayor

Recommendation: Forward to the next regular City Council meeting for final action.

Fiscal Impact: None

Discussion

The City of Edgewood contracted with Environmental Sciences Associates (ESA) to update its Critical Areas Ordinance (CAO) in accordance with the requirements of the Growth Management Act. ESA reviewed best available science regarding the City's critical areas and assisted the City with revisions to Edgewood Municipal Code (EMC) Title 14. The work ESA performed was completed within three tasks.

Under Task 1, ESA reviewed existing conditions, current critical area regulations, regulatory agency requirements and guidelines, and relevant best available science. ESA, with its team partners, developed recommendations for revising the CAO based on our review of best available science, our experience with other critical areas ordinances, and recent agency guidelines.

Task 2 charged ESA with a review and update to existing critical areas inventory mapping datasets, where information changed. These maps were updated using existing publicly-available data sources from the City, Pierce County, State of Washington (WDNR, WDFW and Ecology), and federal agencies. After City review and approval of the recommended code revisions developed in Task 1, ESA proposed revisions to the City's current CAO regulations. The final task, Task 3, was the initial redlined draft from ESA that is included as Exhibit 1.

The Planning Commission (PC) held a public hearing on the modified draft code on August 21, 2017. City staff incorporated the PC comments and refined the CAO draft for discussion during the October 17, 2017 City Council meeting. The refined CAO draft is

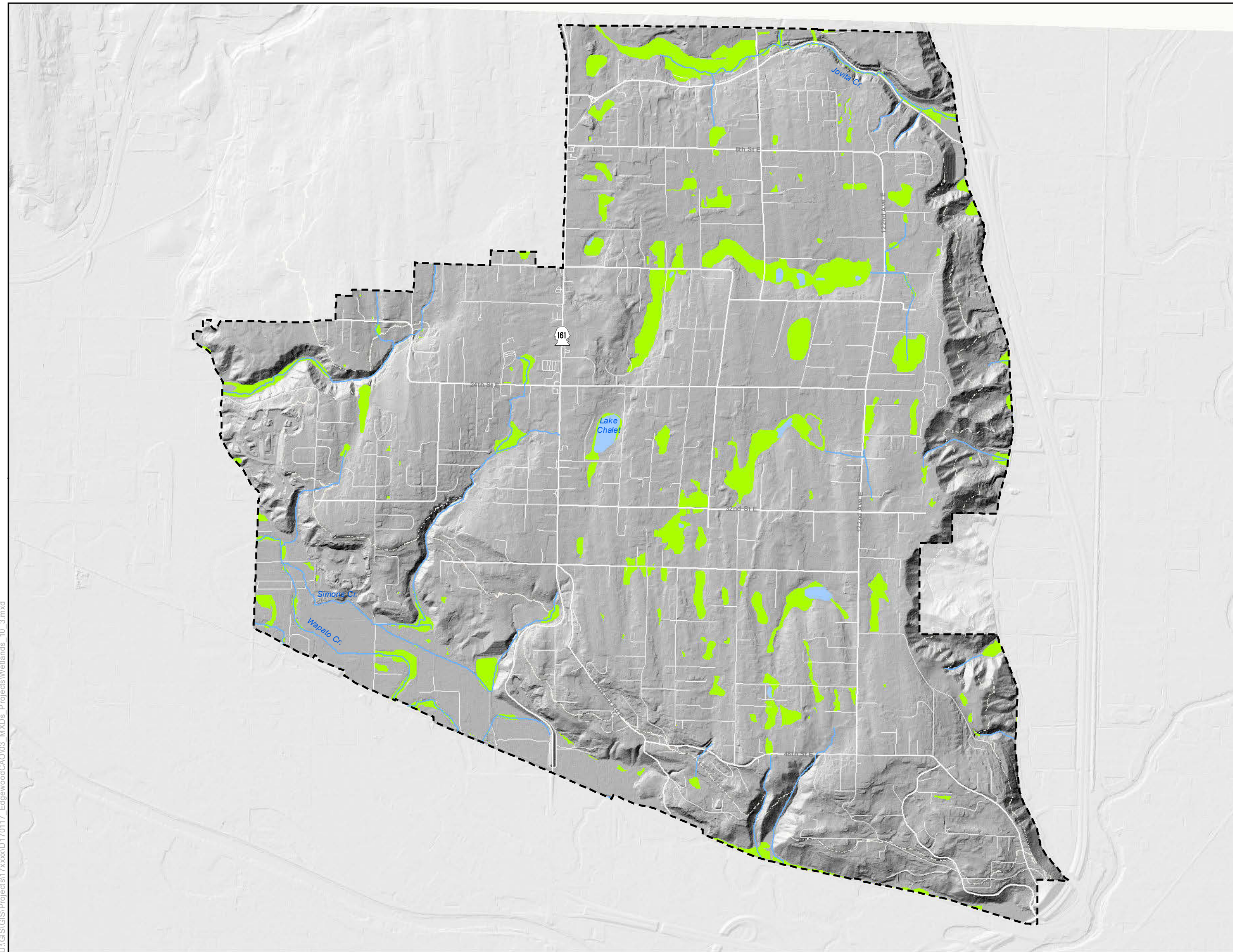
attached as Exhibit 2 and served as the basis for City Council's public hearing on November 14, 2017. Once the lingering public comments and the input from City Council's hearing were incorporated into the drafted code, major modifications were necessary. The result of the major modifications led staff to request City Council to remand this item back to the Planning Commission for another public hearing.

On March 30, 2018, the City sent a copy of the latest draft code, both the redlined and clean drafts (Exhibits 3 and 4, respectively), to the Washington State Department of Commerce (DOC), as required by RCW 36.70A.106(1). On April 3, 2018, the DOC confirmed the City met the procedural requirements and processed the request with material ID # 24770.

On April 16, 2018, the PC held a public hearing on the updated draft. The ESA consultants, the Washington Department of Ecology, and the City Attorney Office all provided comments in conjunction with the PC hearing. Those comments and any received during the City Council hearing on May 8 will be incorporated into the final draft ordinance.

On May 8, 2018, the City Council held a public hearing and received a comment regarding the inclusion of swales as wetland area. By definition, intentionally created grass-lined swales are not included in the wetland area. A naturally occurring swale, as defined by Webster's Dictionary to be "a low-lying or depressed and often wet stretch of land," may still be considered as wetland area per the drafted code.

U:\GIS\GIS\Projects\17xxx\170117_EdgewoodCAO\03_MXD\Projects\Wetlands_10_3.mxd



City of
Edgewood

ENVIRONMENTALLY CRITICAL AREAS INVENTORY

Wetlands

-  City Boundary
-  Waterbodies
-  Streams/Drainage Courses
-  Potential Wetlands

0 0.5
Miles

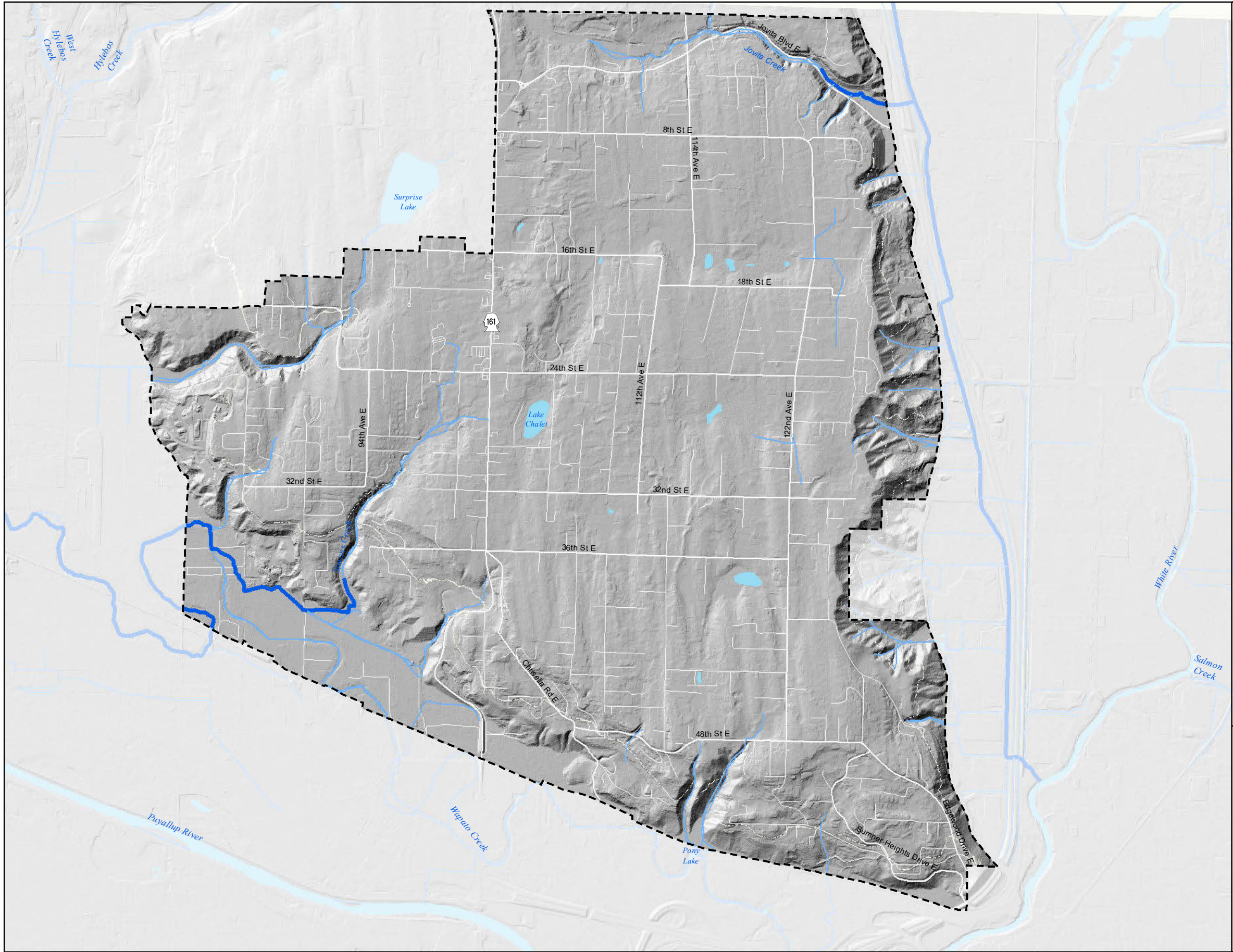


SOURCE: City of Edgewood, 2005 & 2017; Pierce County,
2010 & 2016

This figure is intended for planning purposes only.
Environmentally critical areas layers depicted in this
figure are based on available City of Edgewood,
Pierce County, and Washington State inventory
information, and do not represent surveyed boundaries.
The City makes no representation or warranty as to this
product's accuracy or location of any mapped features.
For more information, contact the City of Edgewood.



U:\GIS\GIS\Projects\17xxxx\170117_Edgewood\CAO\03_MXD\Projects\Streams_10_3.mxd



City of
Edgewood

ENVIRONMENTALLY CRITICAL AREAS INVENTORY

Streams

- City Boundary
- Waterbodies
- Untyped Stream/Drainage Course*
- Type F Stream (Fish Bearing)

* Untyped streams, as shown in this map, may be fish bearing. Assessment by WDFW and/or a qualified fisheries biologist may be required to determine fish presence or absence.

0 0.5
Miles



SOURCE: City of Edgewood, 2017; Pierce County, 2017; WDFW, 2017; Puget Sound LiDAR Consortium, 2008

This figure is intended for planning purposes only. Environmentally critical areas layers depicted in this figure are based on available City of Edgewood, Pierce County, and Washington State inventory information, and do not represent surveyed boundaries. The City makes no representation or warranty as to this product's accuracy or location of any mapped features. For more information, contact the City of Edgewood.





City of
Edgewood

ENVIRONMENTALLY CRITICAL AREAS INVENTORY

Frequently Flooded Areas

- City Boundary
- Waterbody
- City Identified Flood Hazard Areas
- FEMA Floodway
- City-Identified Floodway
- FEMA 100-Year Floodplain
- City-Identified 100-year Floodplain

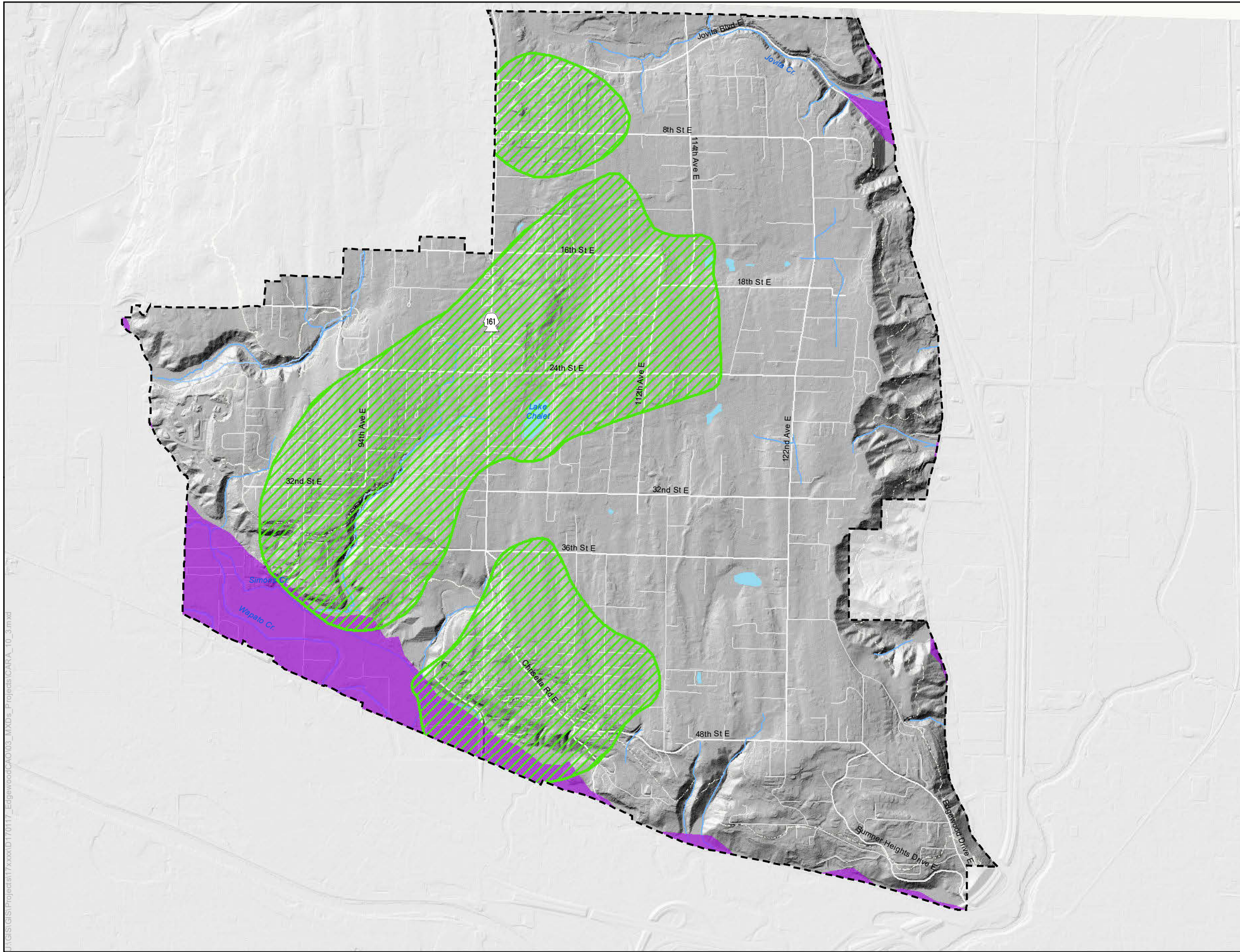
0 0.5
Miles



SOURCE: City of Edgewood, 2005 & 2017; FEMA, 1987;
Puget Sound LiDAR Consortium, 2008

This figure is intended for planning purposes only.
Environmentally critical areas layers depicted in this
figure are based on available City of Edgewood,
Pierce County, and Washington State inventory
information, and do not represent surveyed boundaries.
The City makes no representation or warranty as to this
product's accuracy or location of any mapped features.
For more information, contact the City of Edgewood.





City of
Edgewood

ENVIRONMENTALLY CRITICAL AREAS INVENTORY

Critical Aquifer Recharge Areas

-  City Boundary
-  Waterbodies
-  Streams/Drainage Courses
-  Vulnerable Aquifer Recharge Areas
-  Wellhead Protection Areas

0 0.5
Miles



SOURCE: City of Edgewood, 2017; Pierce County, 2015 & 2017; Puget Sound LiDAR Consortium, 2008; Robinson Noble, 2005

This figure is intended for planning purposes only. Environmentally critical areas layers depicted in this figure are based on available City of Edgewood, Pierce County, and Washington State inventory information, and do not represent surveyed boundaries. The City makes no representation or warranty as to this product's accuracy or location of any mapped features. For more information, contact the City of Edgewood.



U:\GIS\GIS\Projects\17xxx\170117_Edgewood\CAO\03_MXD\Projects\Geohazard_10_3_2017\0606.mxd



City of
Edgewood

ENVIRONMENTALLY CRITICAL AREAS INVENTORY

Geologically Hazardous Areas

-  City Boundary
-  Steep Slope Indicator
-  Landslide Hazard Indicator
-  Liquefaction and Dynamic Settlement Hazard Areas
-  Volcanic Hazard

0 0.5
Miles



SOURCE: Pierce County, 2005 & 2012; WDNR, 2004;
Puget Sound LiDAR Consortium, 2008

This figure is intended for planning purposes only. Environmentally critical areas layers depicted in this figure are based on available City of Edgewood, Pierce County, and Washington State inventory information, and do not represent surveyed boundaries. The City makes no representation or warranty as to this product's accuracy or location of any mapped features. For more information, contact the City of Edgewood.



ORDINANCE NO. 17-0513

AN ORDINANCE OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO COMPLIANCE WITH THE GROWTH MANAGEMENT ACT (GMA), CHAPTER 36.70A RCW, INCORPORATING THE CITY'S MANDATORY UPDATE OF ITS CRITICAL AREAS REGULATIONS, AS REQUIRED BY RCW 36.70A.130(7)(B); REPEALING TITLE 14 – CRITICAL AREAS OF THE EDGEWOOD MUNICIPAL CODE (EMC) AND REPLACING IT WITH A NEW TITLE 14; REPEALING EMC CHAPTER 15.10, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington Growth Management Act (GMA) requires the adoption of development regulations that designate and protect Critical Areas in accordance with RCW 36.70A.60 and RCW 37.70A.170; and

WHEREAS, as defined by the GMA in RCW 36.70A.030(5): "Critical areas" include the following areas and ecosystems: (a) Wetlands; (b) areas with a critical recharging effect on aquifers used for potable water; (c) fish and wildlife habitat conservation areas; (d) frequently flooded areas; and (e) geologically hazardous areas; and

WHEREAS, the City of Edgewood is required to review its Critical Area regulations periodically and revise them if needed to comply with the requirements of RCW 36.70A; and

WHEREAS, cities are required to include the best available science in developing policies and development regulations to protect the functions and values of critical areas; and

WHEREAS, The Department of Commerce, Growth Management Services, and the state Department of Ecology have provided helpful guidance on addressing the GMA's best available science requirements; and

WHEREAS, the language contained in EMC Chapter 15.10 – Flood Damage Prevention has been incorporated into the new Title 14 under Chapter 14.80; and

WHEREAS, the City's SEPA Responsible Official determined that this Ordinance does not have a probable significant adverse impact on the environment and issued a Determination of Nonsignificance (DNS) pursuant to WAC 197-11-340(1) on September 8, 2017; and

WHEREAS, on March 30, 2018, the City sent a copy of this ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106(1); and

WHEREAS, the Planning Commission held a Public Hearing to receive public testimony regarding the Proposed Code Amendment at their April 16, 2018 meeting; and

WHEREAS, after the public hearing, the Planning Commission submitted a formal recommendation the City Council; and

WHEREAS, the City Council considered this ordinance and the Planning Commission's recommendation during its regular City Council meeting of May 8, 2018; and

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

- Section 1.** Repealers. The current EMC Title 14 – Critical Areas is hereby repealed in its entirety.
- Section 2.** Repealers. The current EMC Chapter 15.10 – Flood Damage Prevention is hereby repealed in its entirety.
- Section 3.** Code Replacement. The new EMC Title 14 – Critical Areas, attached as Exhibit A, is hereby adopted by the City Council of the City of Edgewood and shall be codified as such.
- Section 4.** Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.
- Section 5.** Effective Date and Publication. This ordinance shall take effect and be in full force five (5) days after publication, as provided by law.

ADOPTED BY THE CITY COUNCIL ON THE __TH DAY OF _____, 2018.

Daryl Eidinger, Mayor

ATTEST/AUTHENTICATED:

Rachel Pitzel, City Clerk

APPROVED AS TO LEGAL FORM:

Carol Morris, CITY ATTORNEY

DATE OF PUBLICATION:

EFFECTIVE DATE:



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: TCMS Control System Replacement

Date: May 15, 2018

Title: TCMS Purchase Order 2018014 and Resolution/Contract for Maintenance

Attachments: PO 2018014, TCMS Purchase schedule of inventory and special services provisions and Resolution for Contract for maintenance and Contract for Maintenance executed by TCMS.

Submitted By: Dave Gray, Assistant City Administrator

Approved For Agenda By: Daryl Eidinger, Mayor

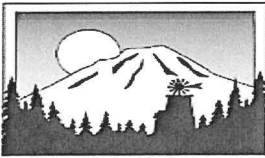
Prepared For Agenda By: Staff

Recommendation: Authorize the Mayor to execute the TCMS, Inc. purchase order for a new HVAC Control System.

Discussion: After selecting TCMS for the City Hall HVAC system maintenance and operations Purchased Services Agreement, staff was apprised of the failure of the existing Delta Control system. In 2016 TCMS and Key Mechanical submitted bids for the work. Both bid amounts were more expensive than the City could manage due to other large facility maintenance costs (painting City Hall). The repair was budgeted for 2018 @ \$68,000. After soliciting new bids for the work using the MRSC public works roster, no new bids were received (after one month). This is likely due to the specialized nature of the HVAC system and the fact that a maintenance contract was not also bid, as TCMS currently holds that contract with the City. TCMS remains the only viable bidder. Execution of the purchase order will enable TCMS to complete the work identified in 2016. The contract for maintenance services is to have TCMS maintain the control system in concert with the mechanical systems they already maintain. It would eliminate the unpredictable cost of parts and labor on the existing obsolete control system and get the City completely out of the HVAC maintenance and repair business.

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.

Fiscal Impact: The budgeted repair is \$66,856.57 including state sales tax., the first year annual maintenance contract is \$6,300.00 including state sales tax.



CITY OF EDGEWOOD PURCHASE ORDER

DATE: 5/23/2018	INTERNAL:	VENDOR: TCMS, Inc.	PO NUMBER: 2018014
DELIVERY METHOD: Vendor Ins		DELIVERY DATE: TBD	
SPECIAL INSTRUCTIONS:			
COUNT:	DESCRIPTION:	UNIT \$	TOTAL \$
	HVAC Control System Replacment		
	Per Project Agreement for Building Environmental Systems		
	TCMS PP16292		
1	Not to Exceed.....	60834	\$60,834.00
	Purchase packet contains solicitation of bids through the		
	MRSC public works roster. No other bids were received.		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		SUBTOTAL	\$60,834.00
		SALES TAX	\$6,022.57
		PO TOTAL	\$66,856.57
STATE BID CONTRACT NUMBER:			
BARS NUMBERS	001 018 000 518 30 48 03	Building Maintenance	66856.57
BARS NUMBERS			
BARS NUMBERS			
BARS NUMBERS			
BARS NUMBERS			
AUTHORIZATION LEVEL: Council		BARS TOTAL 66856.57	
AUTHORIZED BY: Mayor			
SIGNATURE:			

CONTACT/CONFIRMATION INFORMATION:

City of Edgewood
Finance Department
2224 104th Avenue East
Edgewood, WA 98372-1513
(253)952-3299
finance@cityofedgewood.org

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
02/13/2018	PP16292	

BY AND BETWEEN:

TCMS

8310 30th Avenue

Lacey, WA 98516

AND

City of Edgewood

2224 104th Ave. E

Edgewood, WA. 98327

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

New Building Control System for City of Edgewood

TCMS will provide the necessary Building Logix front end control board, professional graphics, software & programming, controllers, relays, temperature sensors, water temperature sensors, water flow sensors, differential pressure control sensors and professional installation for a new non-proprietary open protocol automated Building Logix N4 control system integrated to the existing Delta controllers. This new control system will be able to provide the customer with easy access to the control system via the internet in real time. This service will give the customer the ability to have integration control, supervision, data logging, alarming, scheduling, network management, operational dashboards and system diagnostics as well as predictive modeling for maximum equipment and building performance.

Our TCMS technician was able to communicate and pull the necessary programming and points for all but 4 of the WSHP for the 1st and 2nd floor which helped to reduce costs of a full rip and replace project. The technician was not able to communicate with the HRU, WWHP used for domestic hot water and the 4- WSHP controllers that were previously disabled and by-passed due to controller board failures. TCMS will plan to provide the new logic, sensors and controllers for above stated equipment.

- Disconnect, remove and dispose of the existing Delta control front end
- Provide and Install new Niagara N4 based Building Logix front end control board with power adapter and transformers inside existing control panel
- Provide and install BACnet MS/TP client driver
- Provide and install new controllers on the 4 WSHP's that were not communicating due to existing board failures
- Provide and install new controllers on HRU and WWHP units
- Provide and install all necessary temperature and OSA sensors for WSHP and HRU
- Provide and install all necessary water temperature sensors for WWHP, WSHP and ground loop lines
- Provide and install all necessary flow switches for the well field loop line
- Provide and install new differential static pressure control on the loop line
- Provide and install new current transducer relays for all pumps, HRU fans and desiccant wheel
- Provide and install relays where needed
- Provide and install all the necessary professional graphics and programming
- All work to be performed by commercial HVAC service technicians with all industry and EPA certifications

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

EXCLUSIONS: The price does not include for any wiring changes or replacements to the control wiring or main voltage wiring. Any repairs or replacements to the existing control system for main control boards, equipment level controllers, field level controllers as well as any additional points not currently programmed, repairs, upgrades to or replacement of the existing onsite work station (On site Computer) would be extra to this agreement. Replacement/ repairs to the existing mechanical systems, would also be extra to this agreement. We will also need free and easy access to all the equipment and any down time for things to be moved or access to be given, would be extra to this agreement. If the customer does not approve the optional maintenance service agreement price options, any software upgrades after the warranty time frame would not be included in this agreement. Ethernet wiring to provide remote access via internet. Any automated "Sentry II" motorized window controls are not included in this agreement. Anything other than what is explained in the proposal would be extra to this agreement.

- This project will be invoiced 30% upon authorization the remainder to be invoiced upon completion.
- Total Investment \$ 60,834.00 + Washington State Sales Tax
- Price valid for 30 days from proposal date
- Work to be performed using regular day time labor, overtime labor hours are excluded

The scope of work to be performed by TCMS is limited to the description contained herein. Should customer request additional work in conjunction with this project, that work will be quoted separately or performed on a time and material basis at the contractor's prevailing rates. Should work be required to bring existing mechanical, electrical or plumbing systems or building structures up to prevailing codes, that work will be performed and invoiced separately from this project.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

CONTRACTOR

CUSTOMER

Signature (Sales Representative)

Neal Evans

Signature (Authorized Representative)

Approved For Contractor

Signature

Name (Print/Type)

Todd Wyche / General Manager

Name & Title

Title

Date

Date

Dave Gray

From: Dave Gray
Sent: Wednesday, April 18, 2018 9:56 AM
To: 'actionaire@comcast.net'; 'jeremyc@olympiasupplyco.net'
Subject: HVAC Control System Replacement
Attachments: CITY OF EDGEWOOD MRSC RFQ.docx

Dear Vendor,

We have selected you amongst others, from the MRSC vendor list to receive an invitation to bid the following HVAC system need for the City of Edgewood. Thank you in advance for your consideration.

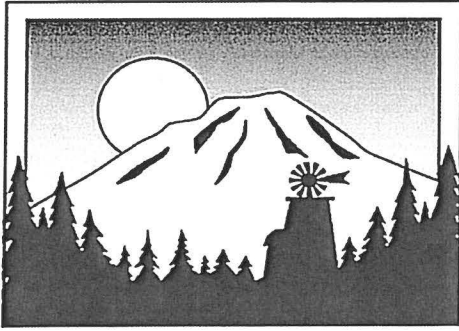
The City of Edgewood

CITY OF EDGEWOOD

REQUEST FOR BID-HVAC CONTROL SYSTEM INSTALLATION

Overview: The City of Edgewood City Hall utilizes a closed loop thermal heat pump system to provide the building with heating and cooling. The system was installed in 2009 utilizing a Delta Control Automation System. The system has been failing for several years and the City is requesting bids to replace it. The replacement is a partial integration and partial rip and replace project. The City requests bids for a replacement with a Building Logix controller system powered by Niagara, utilizing open integration products with open protocols that our current HVAC maintenance vendor can operate with their Tridium Niagara License. The bid will include the replacement of the existing front end control board, proper drives, new controllers to the HRU, WWHP, air temperature, water temperature and flow sensors. Differential pressure controls and current transmitter relays will also be replaced.

Specifics: for a specific needs assessment to make a bid, please contact the City of Edgewood, Assistant City Administrator. The Bid may require an on-site visit to investigate the full scope of the project. This City is currently receiving HVAC maintenance on a multi-year contract. The maintenance contract is let every five years. The current agreement expires on January 21, 2020. The current annual maintenance agreement cost to the City is \$19,848.00. This request for bid is strictly for the replacement of the control systems.



CITY OF EDGEWOOD

2224 104TH AVENUE EAST
EDGEWOOD, WA 98372-1513
(253) 952-3299
www.cityofedgewood.org

January 5, 2018

Mr. Todd Wyche
TCMS, Inc.
8310 30th Avenue NE
Lacey, WA 98516

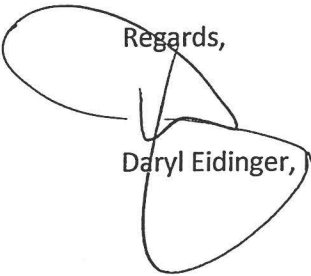
Dear Mr. Wyche,

Thank you for your letter regarding our HVAC On-Call service contract. The City has enjoyed our relationship this past year. Your service has been excellent. Rick is very personable and knows our system well. The increase is what we had agreed upon.

We would like to get an updated estimate to replace our control system. Council approved an appropriation in the 2018 Budget, which as you know, we could not do in 2017 due to financial constraints. Once we complete a quick review we will be in a position to get the work done. Our sincere hope is, as much as it's been great to see Rick; our service call volume will drop significantly as a result of greatly improved system stability.

Give me a call if you need to discuss any of the particulars.

Regards,


Daryl Eidinger, Mayor

RESOLUTION NO. 18-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A LEASE WITH TCMS FOR MAINTENANCE OF THE NEW HVAC CONTROL SYSTEM.

WHEREAS, the City Council is aware of the failure of the HVAC Control System, which has been waiting for budget availability to be replaced and is now budgeted and scheduled to be replaced; and

WHEREAS, TCMS is currently on contract to supply the City's HVAC Mechanical System maintenance on contract, will supply the new Control System bid and scheduled for installation; and

WHEREAS, the City sought and received a bid from TCMS to include maintenance of the new control system, in conjunction with the mechanical systems.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a three (3) year control system maintenance agreement with TCMS, attached hereto and incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 22ND DAY OF MAY, 2018.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

GOODS & SERVICES AGREEMENT FOR ORDINARY MAINTENANCE between the City of Edgewood and TCMS

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"); and TCMS, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 8310 30th Ave NE; Lacey, WA 98516 (hereinafter the "Vendor").

AGREEMENT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

Scope of Work & Schedule pursuant to Appendix A, pages 2 - 4, attached hereto and incorporated herein.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services customary and usual for an ongoing comprehensive HVAC maintenance agreement as outlined in Exhibit A, Scope of Work. The TERM of the agreement shall be three years unless terminated pursuant to article VI.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$2,100 per quarter until February 01, 2019 at which time the rate shall increase to \$2,205 per quarter until January 31, 2021, including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

Vendor shall be paid monthly upon submission of a monthly invoice detailing the quarterly agreed upon base fee, together with any charges identified in Exhibit A as additional cost. The City will endeavor to process vendors invoice promptly and in no instance will a properly authorized and presented invoice, that is not disputed, be paid later than 30 days after receipt.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VI. TERMINATION. Either party may terminate this Agreement with 30 days' notice prior to the anniversary date, with or without cause, written notice at its address set forth on the signature block of this Agreement.

VII. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written change order request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that

the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
 - 1. The date of the Vendor's claim;
 - 2. The nature and circumstances that caused the claim;
 - 3. The provisions in this Agreement that support the claim;
 - 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 - 5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

- B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION. Vendor 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 attorney fees, arising out of or in

connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. 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.

XIII. INSURANCE. The Vendor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit B, attached and incorporated by this reference.

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Edgewood City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. Modification. No waiver, alteration, or 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 Vendor.

G. Entire Agreement. The written provisions and terms 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 this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

VENDOR:	CITY OF EDGEWOOD:
By: _____ (signature)	By: _____ (signature)
Print Name: <u>Todd Wyche</u>	Print Name: <u>Daryl Eidinger</u>
Its <u>General Manager</u> (title)	Its <u>Mayor</u>
DATE: _____	DATE: _____

NOTICES TO BE SENT TO: VENDOR: Todd Wyche, General Manager TCMS, Inc. 8310 30th Ave NE Lacey, WA 98516 360.493.8870(telephone)	NOTICES TO BE SENT TO: CITY OF EDGEWOOD: City Clerk City of Edgewood 2224 104th Avenue East Edgewood, WA 98372-1513 (253)952.3299(telephone) cityclerk@cityofedgewood (email)
	APPROVED AS TO FORM: _____ City Attorney, Carol Morris

GUARANTEED ENERGY SERVICES

Proposal Date	Proposal Number	Agreement No.
2/14/2018	PP17278	

This GUARANTEED ENERGY SERVICES (GES) program provides the Customer with an ongoing, comprehensive maintenance program for the lifetime of the contract and all renewals thereof. The GES program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive maintenance scheduling system based on manufacturer's recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING CONTROLS SYSTEM COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor and travel labor required to visually INSPECT and TEST the control system to determine its operating condition and efficiency. Typical activities include:

-TESTING equipment being controlled by the control system; verifying that the equipment is being controlled correctly from the control system; verifying that the graphics on the computer workstation supplied by the customer are working; testing the operation of any dampers, supply or return fans, variable air volume boxes, chillers, roof top package units, exhaust fans, server room cooling only units, humidifiers, air compressors, etc., that are controlled by the building control system.

PREVENTATIVE MAINTENANCE: Job Labor and travel labor intended to extend the lifespan and ensure proper operation of the building control system in order to maintain the control system at maximum operating efficiency. Typical activities include:

-Checking sensor calibration; updating the software and graphics (on an annual basis); adjusting the control system to assist in the proper operation of the equipment; adjusting time clock settings; reporting any issues found to the Customer.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, exporting, transporting) and travel and living expense required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
02/12/2018	PP17278	

Qty	Description	Manufacturer	Model	Rating	Location
1	Main JACE Front End Controller	BLX	J-8000		Mech. Room
1	16 remote I/O	BLX	XJ-ENC-002		Mech. Room
20 ✓	WSHP Unit Controllers	Delta	Obsolete		
6 ✓	WSHP Unit Controllers	BLX	TUCB24CX2		1st & 2nd Floors
1	HRU Unit Controller	BLX	TUCB24CX2		Roof
1	WWHP Unit Controller	BLX	TUCB24CX2		Mech. Room
42	10K Temperature Sensors	Delta	Obsolete		
10	10K Temperature Sensors	KELE	A/AN-D4-GD		1st & 2nd Floors
42	Water Temperature Sensors	Delta	Obsolete		
10	Water Temperature Sensors	KELE	ST-W11K		1st & 2nd Floors
1	Pressure Differential Sensor	KELE	231-RS1-3M D		Mech. Room
8	Current Transducer Relays	KELE	RIBXK420		Mech. Room

Schedule 5

Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
02/12/2018	PP17278	

The Customer is responsible for supplying and maintaining (updating) the computer workstation that the controls system is installed on.

Any discontinued software or parts are not covered under this Agreement. Existing Delta controls are obsolete and no longer available. As these obsolete Delta controls fail they will be upgraded and replaced with the latest N4 Niagara Building Logix controls by TCMS as part of this agreement.

Included in this Agreement, software and graphics upgrades will be updated on an annual basis as required. The Customer must ensure that the computer workstation has sufficient capacity and memory to allow installation of software as well as software and/or graphics upgrades. If the existing computer workstation does not have sufficient capacity to allow installation of software as well as software and/or graphics upgrades, it shall be the sole responsibility of the Customer to provide a new computer workstation with sufficient capacity.

Any Carbon Monoxide (CO) detectors and/or Nitric Oxide (NO) detectors that are being controlled by the building control systems shall be tested/calibrated by others. If the Customer schedules the testing/calibration of the CO detectors and/or NO detectors during one of the regularly scheduled site visits by the Contractor to work on the building control systems, the Contractor will liaise with the company that is providing the testing/calibration and there will be no additional charge to this Agreement. If the Customer does not schedule the testing/calibration of the CO detectors and/or NO detectors during a regularly scheduled site visit by the Contractor, additional charges will apply to this Agreement.

This Agreement does not include repair, replacement, trouble calls, components, parts or supplies needed due to damage caused by power spikes, lightning strikes or electrical spikes to the building or control systems, or any repairs or replacements to any equipment, controls, wiring, or programming of additional equipment or controls not currently included in the control system.

The Contractor shall not be responsible to any damage caused by external infiltration (hacking) of the Customer's building controls system. The Customer shall be responsible for supplying and maintaining a sufficient firewall for protection of the building controls system.

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: EPF&R City Hall Office Lease

Date: May 15, 2018

Title: City Hall Lease to East Pierce Fire & Rescue

Attachments: Resolution No. 18-04xx, City Hall Lease to East Pierce Fire & Rescue

Submitted By: Dave Gray, Assistant City Administrator

Approved For Agenda By: Daryl Eiding, Mayor

Prepared For Agenda By: Carol Morris, City Attorney

Recommendation: Authorize the Mayor to execute the Lease with East Pierce Fire & Rescue for a 36-month rental with two, one-year extensions by mutual agreement.

Discussion: The Mayor has evaluated the fiscal prudence of leasing the downstairs City Hall area to East Pierce Fire & Rescue for 3 years. The rental income equals \$151,200. The estimated cost of constructing the catering kitchen, parking lot, sidewalk and storage areas in this section of City Hall to make the space attractive for use as an event space for public use, is estimated at approximately \$160,000.

The Mayor believes this is an opportunity to help the Fire Department, who is searching for a temporary space while they bond and construct a new Headquarters, and using the fair market rental income to pay the lions share cost of the space improvement.

The lease calls out a minimum of 36 months with two, one year extensions by mutual agreement.

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review.

Fiscal Impact: The impact of the lease would be to increase general fund revenue by \$50,400 per year. The cost of utilities is likely to increase marginally, as the space is already heated utilizing the City Hall geothermal heating system.

RESOLUTION NO. 18-04xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A LEASE
WITH EAST PIERCE FIRE & RESCUE FOR A PORTION OF
THE CITY HALL FACILITY**

WHEREAS, the City Council recognizes the value to the Community when local governments cooperate in providing services to the public; and

WHEREAS, East Pierce Fire & Rescue, the life safety provider for EMS, Fire & Public Safety Administration and Education for the City of Edgewood is in need of temporary office space while they seek a long term solution to their Headquarters needs; and

WHEREAS, the City has plans to develop the remaining under-utilized space at City Hall as a public venue for private to rent and community benefit program use, which have not previously been executed due to budget restraints; and

WHEREAS, the City and East Pierce Fire & Rescue believe this space will meet the needs of East Pierce Fire & Rescue, provide the City with revenue to execute the improvement plan to the space, and ultimately serve to provide for both needs to service the public;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a lease for the downstairs space (approximately 2600 square feet) at City Hall in the amount of \$4,200 per month for 36 months, with two, year-long extensions approved by mutual consent.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 22ND DAY OF MAY, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this day by and between City of Edgewood, a Washington municipal corporation, hereinafter called "Landlord," or "City;" and East Pierce Fire & Rescue, a Washington municipal corporation, hereinafter called "Tenant," whose address is 18421 Veterans Memorial Drive E., Bonney Lake, WA 98391.

WITNESSETH:

WHEREAS, the City owns the property commonly known as 2224 - 104th Avenue East, Edgewood, which is improved with a City Hall Building; and

WHEREAS, East Pierce Fire & Rescue has a need for temporary office space while executing a long term plan for constructing a new Headquarters facility;

WHEREAS, the City is willing to lease a portion of the downstairs area of the Edgewood City Hall to East Pierce Fire & Rescue under the terms and conditions set forth herein; Now Therefore,

The parties agree as follows:

TERMS

Section 1. Grant of Lease. The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease from the Landlord, the Premises commonly known as a portion of the downstairs area of Edgewood City Hall, 2224 - 104th Avenue East, Edgewood, WA 98372 (hereinafter the "Premises"). The portion of the downstairs area leased to the Tenant is shown on the floor plan and attached hereto and incorporated herein by this reference as Exhibit A. In addition, Landlord will provide parking for up to eight vehicles, in a to be constructed parking lot adjacent to the West end of the downstairs area for tenant use. In the interim and as overflow parking, Landlord will provide a minimum of eight parking spaces in the general parking lot (existing) as well as ingress and egress through the main City Hall entrance for Fire Department personnel and visitors.

Section 2. Lease Term. The term of this Lease shall begin on June 1, 2018 (the "Commencement Date") and shall terminate on May 31, 2021 (the "Termination Date"). So long as Tenant is not in default hereunder, the Tenant may renew this Lease for two (2) additional successive one (1) year terms provided that written notice of such renewal is given to the Landlord in writing no less than one hundred-twenty (120) days prior to the Termination Date, or the expiration of any one (1) year renewal term. Tenant

may at any time cancel this Lease and terminate all of its obligations hereunder by the payment of all amounts then due under this lease.

Section 3. Rent, Taxes, Late Fee and Security Deposit.

A. *Monthly Rent.* Tenant shall pay Landlord the sum of Four Thousand Two Hundred Dollars (\$4,200.00) per month (the “Monthly Rent”), which shall be due and payable in advance on the first day of each month. Landlord and Tenant agree that the rent amount represents the true and fair market value of the Lease Premises. Tenant shall not be responsible for payment of water, sewer, electrical, light, heat, gas, garbage removal, power or fuel incident to the Tenant’s use of the Leased Premises. Tenant shall be responsible to hire and pay for any janitorial services required for the Leased Premises.

B. *Taxes.* If applicable, the Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

C. *Late Fee.* A late fee in the amount of Five Percent (5%) of the Monthly Rent shall be assessed if payment is not postmarked or received by the Landlord on the tenth (10th) day of each month.

Section 4. Improvements and Alterations to Leased Premises.

A. *Landlord’s installation of new Kitchen in Leased Premises.*

1. The Landlord plans to install a new kitchen in the Leased Premises at the Landlord’s cost, which shall be located in the area marked “Kitchen” in Exhibit A, attached hereto. The Landlord shall be responsible to obtain all necessary permits for the kitchen, publish bids for the work, award the contract and supervise the construction. The Landlord shall also ensure that adequate insurance is obtained to cover the construction.

2. Once complete, this kitchen shall be available for the exclusive use of the Tenant, during the term of this Lease.

3. The kitchen shall include the following built-in appliances: (1) refrigerator; (2) warming oven (3) sink; (4) dishwasher; (5) microwave. These appliances shall remain the property of the Landlord.

4. On or before September 1, 2018, the Landlord shall provide the Tenant with plans and specifications showing the new kitchen and request the Tenant’s input, but the Landlord shall make the final decision on all features of the installation of the new kitchen.

5. Tenant shall allow all necessary access and otherwise accommodate the Landlord's contractors during the construction process, to ensure that the kitchen is installed in an expeditious manner.

B. *Tenant's Construction of Alterations and Improvements.* The Tenant shall have the right, at its sole expense, to redecorate the Leased Premises and to make such non-structural alterations and improvements as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises, and provided that the Tenant obtains the written consent to the Landlord for such improvements and alterations, as provided in this Section.

1. *Plans and Specifications for Tenant's Construction.* If Tenant desires to make any improvements or alterations to the Leased Premises, Tenant shall prepare plans and specifications for the same and submit them for approval to the Landlord. If Landlord approves, Tenant shall obtain all certificates, permits, licenses and other authorizations by all government bodies or authorities which are necessary to permit the construction of the improvements on the Leased Premises, and shall keep the same in full force and effect at Tenant's cost.

2. *Contracting.* It is the responsibility of the Tenant to request bids, negotiate, award and supervise all contracts for the furnishing of services, labor and materials for the Tenant's construction of the alterations or improvements on the Leased Premises, according to applicable law and at Tenant's cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of 3 years following the date the construction is accepted as complete. Tenant shall cause all contracts to be fully and completely performed according to law and in a good and workmanlike manner, so that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

3. *Insurance during Construction.* During the course of the Tenant's construction of improvements, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, to 1.25 times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of Tenant's construction shall be on Tenant.

4. *Tenant's Responsibility for Payment of Costs relating to Improvements.* Nothing herein shall alter the intent of the Parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements to the Leased Premises installed by the Tenant, and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provisions herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility

on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the Leased Premises free and clear of all liens.

Section 5. Obligations for Repairs.

A. *Landlord's Repairs.* Subject to any provision herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of the Tenant, its licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the Edgewood City Hall building.

B. *Tenant's Repairs.* The Tenant shall repair and maintain the Leased Premises in good order and condition; except for (1) reasonable wear and tear, (2) the repairs required of the Landlord in Section 6(A), and (3) maintenance or replacement necessitated as the result of the act or omission of the Landlord, its employees, agents or contractors.

C. *Permits, Expenses, Notice, Payment.* Each Party agrees that it will procure all necessary permits for making any repairs, alterations or other improvements for installations, when applicable. Each Party shall give notice to the other Party of any repairs required of the other pursuant to the provisions of this Lease and the Party responsible for such repairs agrees to promptly commence and diligently finish the repairs, subject, however, to delays occasioned by events beyond the control of each party.

D. *Payment for Repairs.* Each Party agrees to promptly pay when due the entire cost of any work done by it on the Leased Premises so that the Leased Premises shall be at all times, free of liens for labor and materials. Each party further agrees that in doing such work, that it will employ materials of good quality and comply with all governmental requirements, and perform the work in a good and workmanlike manner.

Section 6. Tenant's Responsibilities. Tenant agrees as follows:

A. The Tenant shall use the Leased Premises to house the business operations of a Fire District, which includes business offices, meeting spaces, records retention & office materials storage space and other uses normal and customary for general office personnel use compatible with ongoing City Hall business purposes. The Tenant shall not use the Leased Premises for any other uses.

B. The Tenant shall, upon expiration and termination of this Lease, remove its goods and effects and of all those persons claiming under it, and peaceably yield up the Leased Premises to the Landlord, in good order, repair and condition in all respects;

excepting only damage by fire and casualty covered by Tenant's insurance coverage, Tenant's repairs (as required by this Lease) and reasonable wear and tear.

C. The Tenant shall permit the Landlord and its agents to examine the Leased Premises and any improvements/repairs made by Tenant to the Leased Premises, at reasonable times, provided that the Landlord shall not unreasonably interfere with the conduct of Tenant's business.

Section 7. Indemnity by Tenant. The Tenant shall defend, indemnify and hold harmless the Landlord City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Tenant's use of the Leased Premises, or from the conduct of the Tenant's business, or from any activity, work or thing done, permitted or suffered by the Tenant in or about the Leased Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Landlord.

Section 8. Insurance. The Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tenant's operation and use of the Leased Premises.

No Limitation. The Tenant's maintenance of insurance as required by this Lease shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Tenant shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

2. Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance. Tenant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

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

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

2. The Tenant'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.

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

E. Verification of Coverage. The Tenant 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 Tenant.

F. Waiver of Subrogation. The Tenant and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Leased Premises or the Edgewood City Hall building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

G. Landlord City's Property Insurance. The City have and maintain during the term of the Lease an all-risk property insurance covering the Edgewood City Hall building for its full replacement value without any coinsurance provisions.

Section 9. Signage. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, providing that the Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 10. Damage.

A. Damage to Leased Premises.

1. Adjustment or Abatement of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case, the Monthly Rent shall be abated and adjusted, as the case by be, in proportion to that portion of the

Leased Premises of which Tenant shall be deprived on account of such damage or destruction.

2. The Landlord agrees that in the event of the damage or destruction of the Leased Premises, the Landlord shall expeditiously proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord shall thereafter diligently prosecute such work to completion without delay or interruption except for events beyond the reasonable control of the Landlord.

3. Notwithstanding the foregoing, if such damage or destruction shall amount to twenty-five (25%) percent or more of the replacement cost (exclusive of the land and foundation), this Lease may be terminated at the election of either the Landlord or the Tenant. Notice of such election shall be sent by the party so electing to terminate the lease on the other party within thirty (30) days after the occurrence of such damage or destruction. Upon termination by either party upon such notice, this Lease, its term and any options to renew shall cease and come to an end, any unearned rent or other charges paid in advance by the Tenant shall be returned to the Tenant, and the parties shall be released hereunder, from all liability and obligations to the other under this Lease.

B. Property Damage. Notwithstanding any contrary provision of this Lease, Landlord shall not be responsible for any loss of or damage to the property of Tenant or of others on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, its officers, officials, employees and agents. Tenant agrees to obtain renter's insurance to cover any loss or damage to its property.

Section 11. Condemnation. If, after the execution of this Lease and prior to the expiration of the term hereof, any public authority shall, under the power of eminent domain, take all or a portion of the Leased Premises, this Lease and the term hereof (including all options to renew), shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the public authority. Any unearned rent or other charges, if any, paid by the Tenant in advance, shall be refunded to Tenant. All compensation awarded for any partial or complete taking of the Leased Premises shall be the sole property of the Landlord. The Tenant hereby assigns to Landlord any and all right and title to such compensation.

Section 12. Default.

A. Landlord's remedies. The Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election) to exercise concurrently or successively, of any one or more of the rights set forth in Section B below if any of the following occur:

1. Tenant is in default in the payment of the Monthly Rent or other sums due under the Lease (default herein being defined as payment not received by the Landlord ten (10) or more days subsequent to the due date); or

2. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof; or

3. Tenant defaults in the observance or performance of any of the covenants and agreements required to be performed and observed by the Tenant under this lease for a period of thirty (30) days after notice from Landlord to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

4. Tenant vacates and abandons the Leased Premises.

B. Termination of Lease.

1. Landlord may terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date originally fixed as the termination date of the Lease. All rights of Tenant under this Lease and in the Leased Premises shall terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination. These obligations include, without limitation, the Monthly Rent and all other sums which would have been payable hereunder by Tenant as of the termination date. The Tenant shall surrender the Premises to the Landlord on the date specified in the notice; or

2. Without terminating the Lease the Landlord may declare immediately due and payable all Monthly Rent, and other amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of the Lease.

3. The Landlord may pursue such other remedies as are available at law or equity. The Landlord's pursuit of any remedy or remedies, shall not constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or serve as the basis for any claim of constructive eviction or allow Tenant to withhold any payments under this Lease.

Section 13. Holding Over. In the event that Tenant or anyone claiming under the Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant, such occupancy shall not be deemed to extend or renew the term of the Lease. Such occupancy shall continue as a tenancy at will, from month to

month, upon the covenants, provisions and conditions herein contained. The Monthly Rental during this period shall be the Monthly Rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 14. Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment “under protest” and such payment shall not be regarded as a voluntary payment. There shall survive the right on the part of such party to institute suit for the recovery of such sum.

Section 15. Quiet Enjoyment. The parties covenant and agree that the Tenant may peacefully and quietly enjoy the leased premises, subject, however, to the Tenant’s fulfillment of the covenants and agreements contained in this Lease.

Section 16. Notices. Any notice required to be given the Landlord shall be shall be in writing and sent by certified mail, return receipt requested to the City of Edgewood, Attn: City Clerk, 2224 - 104th Avenue East, Edgewood, WA 98372.

Any notice required to be given the Tenant shall be in writing and sent by certified mail, return receipt requested, at the following address:

Where and to whom does EPF&R want notice to be delivered ?

Section 17. Waiver. Failure of any party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Section 18. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant’s obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, riots, insurrections, the act, failure to act or default of the other party to perform for a reason beyond its control, shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

Section 19. Assignment and Subletting. Tenant shall not have the right to assign or sublet the Leased Premises, without the express written consent of the Landlord. The Landlord shall have the sole discretion to decide whether to grant such consent to any assignment or subletting.

Section 20. Amendments. This Lease may only be modified by a written amendment signed by the duly authorized representatives of the parties.

Section 21. Captions. The captions proceeding the paragraphs of this Lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe the scope of this Lease or the intent of any provisions of this Lease.

Section 22. Entire Agreement. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this Lease shall have any force and effect.

Section 23. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 24. Governing Law, Venue. All matters pertaining to this Lease, including its interpretation, application, validity, performance and breach, in whatever jurisdiction the action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Washington. In the event that litigation results from or arises out of this Lease or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs and expert witness fees, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this lease the day and year first above written.

LANDLORD:
CITY OF EDGEWOOD

TENANT:
East Pierce Fire and Rescue

By: _____
Daryl Eiding, Mayor

By: _____

ATTEST:

Rachel Pitzel, City Clerk

Carol A. Morris, City Attorney

I certify that I know or have satisfactory evidence that Daryl Eidinger is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Edgewood, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public and for the State of
Washington residing at _____
My commission expires _____

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed
this instrument, on oath, stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of _____ to be the free
and voluntary act of such party for the uses and purposed mentioned in the instrument.

Notary Public in and for the State of
Washington residing at _____
My commission expires _____