



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, March 2, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)

B. Discussion - Edgemont Playground

C. Discussion – Resolution – Rhay Design LLC Contract

D. Discussion - Ordinance No. 21-0602, amending the Budget for the 2021 Fiscal Year

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 Council Agenda Summary Sheet

Subject: Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.A
	For Agenda of: 3/2/2021
	Prepared by: Daryl Eiding
Attachments (list):	
Approval of Materials: Daryl Eiding Jill Schwerzler-Herrera 2/25/2021 Dave Gray 2/25/2021 Daryl Eiding 2/25/2021	Expenditure Required: Amount Budgeted: Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

City Council is committed to creating a stronger and more inclusive community and believe that equity, diversity and inclusion is essential for our present and our future.

Item History:

Council has asked that this topic be a discussion item at all future study sessions for the foreseeable future. Council has discussed Equity, Diversity and Inclusion trainings and planning at the following meetings:

09/01/2020 Study Session
 09/15/2020 Study Session
 09/29/2020 Study Session
 10/06/2020 Study Session
 10/20/2020 Study Session
 11/03/2020 Study Session
 11/24/2020 Study Session
 12/05/2020 Part I - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
 12/12/2020 Part II - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
 01/05/2021 Study Session
 01/19/2021 Study Session
 02/08/2021 Council Subcommittee Meeting
 02/16/2021 Study Session

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Edgemont Playground	Agenda Item #: 2.B
	For Agenda of: 3/2/2021
	Prepared by: Jeremy Metzler
Attachments (list): (2020-11-11) Edgemont Park Repairs - Repair Component Quote - Replacement Cost Estimates 2021 CIP Excerpt (P-7)	
Approval of Materials: Jeremy Metzler Jill Schwerzler-Herrera 2/25/2021 Dave Gray 2/25/2021 Daryl Eidingen 2/25/2021	Expenditure Required: TBD Amount Budgeted: 2021 Budget: \$5,000 for park equipment, \$5,000 for parks equipment repair and maintenance, \$275,000 for edgemont park improvements Timeline: 03/02/2021 SS

Summary Statement:

The City of Edgewood does not presently have a certified playground equipment inspector on staff. Public Works asked the Edgemont Playground equipment vendor to provide a safety inspection in November 2020 (results attached). While most of the immediate issues have been addressed, several items require replacement components (estimate attached). *Quote does not include instillation.

Staff met with the Parks and Recreation Advisory Board (PRAB) on 12/3/2020 to review the inspection results and estimate. Given the scope of replacement components needs, warranty status, and age of the equipment, the PRAB recommended soliciting proposals for replacement equipment. A solicitation was issued to local vendors 12/21/2020, submittals were received in late January 2021, and the results were reviewed with the PRAB at their 2/4/2021 meeting (summary attached). Due to the magnitude of estimated costs, the PRAB is seeking Councils input on the following:

1. Given the estimated costs presented herein, would Council prefer to repair or replace the equipment at this time?
2. If replacement is preferred, should we focus on equipment quality / costs up front, or allow for potential increased costs over time in maintenance?

For Council's consideration, staff has also attached the summary for Capital Improvement Project P-7: Edgemont Park Improvements. As described therein and under the Parks, Recreation and Open Space (PROS) Plan, this project is meant to fund "new playground equipment", but there has been discussion about this project funding other improvements to the property including but not limited to the picnic shelter, restrooms, and ball field.

Item History:

~~11/11/2020 Safety Evaluation~~

~~12/03/2020 PRAB~~

~~12/21/2020 Proposal Solicitation~~

~~01/07/2021 PRAB~~

~~02/04/2021 PRAB~~

03/02/2021 SS

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Edgemont Playground

Fiscal Note/Consideration:

Parks expenditures are appropriated through the city's General Fund.

CIP Project P-7 identify Real Estate Excise Taxes (REET) and Park Impact Fees (PIF) as revenue sources, but PIF is limited to increases in capacity only. Therefore, PIF cannot be used for a like-for-like replacement or repair, but may be considered for proportional use with a replacement having some increase in capacity.

Surfacing/Borders-

-No ramps into Playground area, or swings. We were unable to reach the manufacturer of your existing borders so you might want to see if you can locate any of the original purchase documents to ensure a new ramp would properly fit. We can provide replacement borders/entry ramps, however cannot confirm they will line up perfectly due to the play area borders not having any manufacturer markings.

-Bare soil exposed under swings and slides. We've quoted wear mats to prevent wear/reduce maintenance under swings and at slide exits.



-EWF needs to be topped off - 4" of material in swings/ 6" in play area currently. We've quoted a EWF top off for both areas.



Kid Koaster Track Rider

-Needs Safety Sticker. We've had these mailed out to you.

Swings

-Chains are beginning to wear. We've quoted (2) new chains.



-6' fall zone on both sides is not met (Only 56" to border). Borders would need to be expanded to meet use zone requirements.



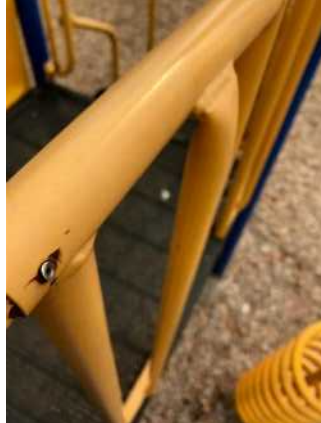
-Extra chain length should be cut on your swings.



-No Safety Sticker on Swings- Unsure of manufacturer.

Series 3000 Structure

-(3) rivets exposed or missing. We've quoted replacements.



-S hooks at bottom of Cargo net are "Open" and should be "Closed."



-S Slide and C Slide have begun cracking. We've quoted new slide pieces and hardware for the pieces you don't already have.



-No Burke Safety Sticker. We've mailed these to you to apply.



Series 2000 Structure

-C and Left S Tube Slides are cracked, vandalized, and missing bolts/washers. We've quoted new slide pieces and hardware for those which you don't already have.



-Sharp points of screws used to close off the slide are exposed. Should be removed/ground down.



-Exposed threads under the deck of the C Slide are a protrusion hazard.



-Cracked clamp over Double Rail Slide. These still fall under warranty and have been ordered for you.



-Ring Swing chains beginning to wear. Replacements have been quoted.



-No Burke Safety Sticker. Stickers have been ordered/sent.



Buell Recreation LLC
 7327 SW Barnes Rd #601
 Portland, OR 97225
 +1 5039221650
 admin@buellrecreation.com



Quote

ADDRESS
Edgewood City of 2224 104th Avenue East Edgewood, WA 98372-1513

QUOTE #	DATE	EXPIRATION DATE
T110920C	11/09/2020	12/09/2020

SALES REP
 Michael Yates

PROJECT
 Edgemont Park - parts

ACTIVITY	QTY	RATE	AMOUNT
009-0018 S-Hook 3/8 Diameter	12	2.35	28.20T
550-0112 Belt Seat, 8' Pair STD chain	1	187.00	187.00T
036-0793 Hardware Package Parts for "C" Right Tube Slide for 64" Platform	2	3.98	7.96T
350-0285 Replacement Exit Support	1	589.00	589.00T
018-0050 30 Degree Tube Slide Part	5	489.00	2,445.00T
018-1005 Tube Slide Entrance	1	555.00	555.00T
030-0736 Mounting Tubes	2	41.00	82.00T
007-0359 Bracket, Slide Entrance	1	68.00	68.00T
036-0381 Hardware Package	1	26.00	26.00T
036-0265 2/2 Hardware Packages	1	17.80	17.80T
036-0261 S2000 Clamp Hardware Package	2	14.20	28.40T
049-0107 S2000 2/2 Sharing Clamps	1	165.00	165.00T
049-0086 2/1 Single Pipe Clamps	2	132.00	264.00T
430-0474 "S" Left Tube Slide	1	2,878.00	2,878.00T
030-0760 S Left Tube Slide 40-48"	2	79.00	158.00T

ACTIVITY	QTY	RATE	AMOUNT
Mounting Tube 1.315" OD x 5 1/8"			
002-0042	4	3.82	15.28T
Nut Inserts			
031-0031	1	30.00	30.00T
Nut insert tool			
Parts for "C" Right Tube Slide for 72" Platform			
030-0760	2	79.00	158.00T
Mounting Tube 1.315" OD x 5 1/8"			
002-0042	4	3.82	15.28T
Nut Inserts			
007-0359	1	68.00	68.00T
Bracket, Slide Entrance			
018-0006	1	580.00	580.00T
Exit Tube			
018-0050	5	489.00	2,445.00T
30 Degree Tube Slide Part			
018-1005	1	555.00	555.00T
Tube Slide Entrance			
030-0940	1	157.00	157.00T
Crawl Tube Mid Support			
030-1042	1	365.00	365.00T
New style tube slide exit support			
036-0032	2	2.06	4.12T
Hardware Package			
036-0196	1	8.92	8.92T
Hardware Package			
036-0227	1	28.00	28.00T
Hardware Package			
036-0352	1	207.00	207.00T
Hardware Package			
036-1490	2	25.88	51.76T
Hardware Package			
036-0720	1	8.15	8.15T
Hardware Package			
036-0784	1	6.70	6.70T
Hardware Package			
036-0838	1	7.08	7.08T
Hardware Package			
Freight	1	995.00	995.00T
Shipping -does not include off loading			
Forklift generally required for offloading			
R20C4872	11	210.00	2,310.00T
Dynacushion 4'x6'x2" Swing Mat, 192 lbs.			
Freight	1	1,550.00	1,550.00T
Shipping -does not include off loading			
Forklift generally required for offloading			
EWF	156	26.85	4,188.60T
156CY Certified Engineered Wood Fiber Surfacing			
(126CY Play area, 30CY Swing area)			
Delivery EWF	1	3,670.00	3,670.00T

ACTIVITY	QTY	RATE	AMOUNT
Please ensure there are ample clearances for tractor trailer deliveries (10w x 14h min.). If this is an area with small clearance please contact Buell Recreation (price may increase). Deliveries cancelled less than 48 hours in advance of delivery may be charged freight. *Two trucks including prevailing wages			
Blower Install Blower Install Service	156	13.75	2,145.00T
Materials Only This quote is for materials only and does not include installation or unloading of product.	1	0.00	0.00
Buell Billing Please make payment to Buell Recreation and fax to 866-597-0033	1	0.00	0.00
Terms Govt. Govt. Purchase Order with payment due 30 days from product shipment and services such as installations due upon completion. Equipment may be invoiced separately from other services and are payable in advance of project/supply or completion. No retainage.	1	0.00	0.00

PLACING AN ORDER: Upon ordering please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable. Please mark any changes on the quote such as billing/shipping address, drivers contact and color selection. IF INSTALLATION IS INCLUDED: This quote does not include Prevailing Wages, Davis Bacon Wages or Performance Bonds unless noted. Owner is responsible for site preparation unless otherwise noted.

SUBTOTAL	27,068.25
TAX (9.9%)	2,679.76
TOTAL	\$29,748.01

Accepted By

Accepted Date

	Buell Recreation				Northwest Playground		
	<i>Replace Existing</i>	<i>Option A</i>	<i>Option B</i>	<i>Option C</i>	<i>Option A</i>	<i>Option B</i>	<i>Option C</i>
Play Structure	\$ 68,797.00	\$ 67,380.00	\$ 64,417.00	\$ 54,486.00	\$ 93,964.95	\$ 103,647.30	\$ 82,684.80
Shipping	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 4,200.00	\$ 4,200.00	\$ 1,600.00
Subtotal	\$ 76,597.00	\$ 75,180.00	\$ 72,217.00	\$ 62,286.00	\$ 98,164.95	\$ 107,847.30	\$ 84,284.80
9.9% Sales Tax	\$ 7,583.10	\$ 7,442.82	\$ 7,149.48	\$ 6,166.31	\$ 9,718.33	\$ 10,676.88	\$ 8,344.20
Total before Install	\$ 84,180.10	\$ 82,622.82	\$ 79,366.48	\$ 68,452.31	\$ 107,883.28	\$ 118,524.18	\$ 92,629.00
Demo & Installation	\$ 34,000.00	\$ 30,998.00	\$ 29,868.00	\$ 26,000.00	\$ 38,800.00	\$ 42,100.00	\$ 35,000.00
Eng. Wood Fiber	\$ 7,023.00	\$ 7,023.00	\$ 7,023.00	\$ 7,023.00	\$ 7,023.00	\$ 7,023.00	\$ 7,023.00
Subtotal	\$ 41,023.00	\$ 38,021.00	\$ 36,891.00	\$ 33,023.00	\$ 45,823.00	\$ 49,123.00	\$ 42,023.00
9.9% Sales Tax	\$ 4,061.28	\$ 3,764.08	\$ 3,652.21	\$ 3,269.28	\$ 4,536.48	\$ 4,863.18	\$ 4,160.28
Installation Total	\$ 45,084.28	\$ 41,785.08	\$ 40,543.21	\$ 36,292.28	\$ 50,359.48	\$ 53,986.18	\$ 46,183.28
Grand Total	\$ 129,264.38	\$ 124,407.90	\$ 119,909.69	\$ 104,744.59	\$ 158,242.76	\$ 172,510.36	\$ 138,812.28
	PlayCreation						
	<i>Option A</i>		<i>Option B</i>		<i>Option C</i>		
	<i>Volunteers</i>	<i>Contractor</i>	<i>Volunteers</i>	<i>Contractor</i>	<i>Volunteers</i>	<i>Contractor</i>	
Play Structure	\$ 115,864.80	\$ 115,864.80	\$ 144,808.00	\$ 144,808.00	\$ 136,689.00	\$ 136,689.00	
Shipping	\$ 8,170.00	\$ 8,170.00	\$ 11,170.00	\$ 11,170.00	\$ 8,270.00	\$ 8,270.00	
Subtotal	\$ 124,034.80	\$ 124,034.80	\$ 155,978.00	\$ 155,978.00	\$ 144,959.00	\$ 144,959.00	
9.9% Sales Tax	\$ 12,279.45	\$ 12,279.45	\$ 15,441.82	\$ 15,441.82	\$ 14,350.94	\$ 14,350.94	
Total before Install	\$ 136,314.25	\$ 136,314.25	\$ 171,419.82	\$ 171,419.82	\$ 159,309.94	\$ 159,309.94	
Demo & Installation	\$ 13,694.25	\$ 44,079.00	\$ 11,590.95	\$ 55,090.00	\$ 12,441.45	\$ 52,001.25	
Eng. Wood Fiber	\$ 10,651.20	\$ 10,651.20	\$ 10,651.20	\$ 10,651.20	\$ 10,651.20	\$ 10,651.20	
Subtotal	\$ 24,345.45	\$ 54,730.20	\$ 22,242.15	\$ 65,741.20	\$ 23,092.65	\$ 62,652.45	
9.9% Sales Tax	\$ 2,410.20	\$ 5,418.29	\$ 2,201.97	\$ 6,508.38	\$ 2,286.17	\$ 6,202.59	
Installation Total	\$ 26,755.65	\$ 60,148.49	\$ 24,444.12	\$ 72,249.58	\$ 25,378.82	\$ 68,855.04	
Grand Total	\$ 163,069.90	\$ 196,462.74	\$ 195,863.94	\$ 243,669.40	\$ 184,688.76	\$ 228,164.98	

P-7 – Edgemont Park Improvements

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and Open Space Plan Project P-2



Project Description:

As described in the adopted Parks, Recreation and Open Space Plan, this project will fund “new playground equipment and path connection east along 24th to Nelson Parks”. The path connection would be constructed in coordination with Parks Project P-3: Edgewood Multi-Modal Trail Loop. Additional capacity improvements may be considered on the Edgemont Park property, budget dependent.

Applicable Comprehensive Plan Goals –

- **CC.II:** Promote the creation of highly usable public spaces that maintain community character and increase public safety.
- **CC.IV:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.I:** Provide efficient and effective management of parks resources.
- **PR.III:** Develop a parks, recreation and open space system that builds on existing strengths and serves all residents of the community.
- **PR.IV:** Ensure park lands and facilities that are actively used by community members are safe and accessible.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Edgemont Park is one of few active recreation facilities in the City, being the community’s “go-to” gathering spot situated near the Town Center and Edgemont Junior High. As population continues to grow, there is an increasing need for new active recreation opportunities at this site.

Total 6-Year Project Budget: \$275,000

Funding Sources:

- Park Impact Fees

Critical Milestones:

- 2021 – Design / Construction

Edgemont Park Improvements

Total Project Budget:	\$275,000						
Phase	6-Year Projected Plan						Projected 6-Year
	2021	2022	2023	2024	2025	2026	
Project Expenditures:							
Design	\$ 25,000						\$ 25,000
Construction	\$ 250,000						\$ 250,000
Total Expenditures	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000
Revenue Sources:							
Conservation Futures							
Grant Revenue							
Surface Water Fees							
Park Impact Fee	\$ 180,000						\$ 180,000
REET 2 (Pub. Works Capital)	\$ 95,000						\$ 95,000
Capital Parks Reserves							
Total Revenues	\$275,000	\$0	\$0	\$0	\$0	\$0	\$275,000
General Fund Impacts:	-	-	-	-	-	-	-



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – Rhay Design LLC Contract	Agenda Item #: 2.C
	For Agenda of: 3/2/2021
	Prepared by: Dave Gray

Attachments (list): 1. Resolution 21-xxxx Personal Services Agreement Rhay Design LLC 2. 2021 Personal Services Agreement Rhay Design - AMS edits	
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Approval of Materials: Dave Gray Jill Schwerzler-Herrera 2/25/2021 Dave Gray 2/25/2021 Daryl Eidinger 2/26/2021	Expenditure Required: Rhay Design LLC Personal Services Agreement Estimated Cost over the life of the Agreement <table><tr><td>Year</td><td>Pages</td><td>Per Page</td><td>Per Edition</td><td>Editions</td><td>Annual Cost</td></tr><tr><td>1</td><td>16</td><td>125</td><td>2,000</td><td>4</td><td>8,000</td></tr><tr><td>2</td><td>16</td><td>129</td><td>2,060</td><td>4</td><td>8,240</td></tr><tr><td>3</td><td>16</td><td>133</td><td>2,122</td><td>4</td><td>8,487</td></tr><tr><td colspan="5">Estimated Total Life of Agreement Cost</td><td>24,727</td></tr><tr><td colspan="5">Estimated Average Annual Cost</td><td>8242.4</td></tr></table>	Year	Pages	Per Page	Per Edition	Editions	Annual Cost	1	16	125	2,000	4	8,000	2	16	129	2,060	4	8,240	3	16	133	2,122	4	8,487	Estimated Total Life of Agreement Cost					24,727	Estimated Average Annual Cost					8242.4
Year	Pages	Per Page	Per Edition	Editions	Annual Cost																																
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Estimated Total Life of Agreement Cost					24,727																																
Estimated Average Annual Cost					8242.4																																
	Amount Budgeted: Annual magazine production budget \$27,000																																				
	Timeline: 03/02/2021 SS 03/09/2021 RCM																																				

Summary Statement:

The city began publishing a glossy magazine for distribution to businesses and residents in the City of Edgewood in 2015. The publication expenditure was authorized by city council after a Strategic Planning meeting in which improving transparency and communication throughout the community was discussed and a survey of the community listed a publication as a communication priority. Subsequent survey results continue to support the preference for the publication by the community, as well as anecdotal input to staff reporting positive feedback from citizens, especially those of our over 50 population. We get questions identifying when the next edition will be coming out, or letting us know a particular address is not receiving a copy. While hard to put a cost to benefit to any individual channel of communication within the city, the general local governance thought is that cities should use as many vehicles as possible including hard copy publications, electronic reader boards, social media, email, direct text messaging, internet web sites, and for emergency contact robotic calling. The city has also deployed looping stream messaging monitors in our city hall windows and foyer.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Resolution – Rhay Design LLC Contract

Fiscal Note/Consideration:

RESOLUTION NO. 21-0xx

A RESOLUTION OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A THREE YEAR AGREEMENT WITH RHAY DESIGN FOR DESIGN, LAYOUT AND EDITING OF THE EDGEWOOD MAGAZINE.

WHEREAS, The City of Edgewood established a quarterly magazine publication in 2015 as an additional means for communicating City events, resources and improved transparency of local government actions to local residents and businesses, and;

WHEREAS, The City originally contracted with Phillips Publishing of Seattle to design, layout, edit, print and distribute the magazine as well as sell some advertising to local businesses to recoup some of the cost of publication, and;

WHEREAS, Phillips Publishing gave notice to the City they would no longer be able to publish the Edgewood Magazine, the City entered a short term agreement with Rhay Design, LLC to do the design, layout and editing activities, with Consolidated Press directly to print the magazine, dropped the advertising effort that was not producing substantial cost recovery, and brought the remainder of the quarterly publication process in-house, and;

WHEREAS, The City of Edgewood is pleased with the current process, which has produced twice the number of pages at a lower overall total cost for third party support, and would like to extend the agreement with Rhay Design, LLC for a three year period pursuant to the agreement attached hereto and incorporated herein.

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

Section 1. Personal Services Agreement: with Rhay Design, LLC, including Exhibit A, is hereby authorized to be executed by the Mayor for a three year service period.

Section 2. General Authorization. The City's Mayor, City Clerk, and Finance Director are authorized to take any action necessary to implement this resolution.

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

ADOPTED THIS 9TH DAY OF MARCH, 2021.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 23rd day of February, 2021, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eiding Phone: 253-952-3299 Fax: 253-952-3537

And Rhay Design, LLC, a limited liability company organized under the laws of the State of Washington, doing business at:

Rhay Design, LLC (hereinafter the “CONSULTANT”)
Address: 6511 Chapin Pl. N
Seattle, WA 98103

Contact: Colleen Rhay Phone: 206-755-8625 Email: colleen.rhay@rhaydesign.com

for personal services in connection with the following Project:

City of Edgewood Magazine Design and layout for printing.

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

3. **Terms.** This Agreement shall commence on March 9th, 2021 (“Commencement Date”) and shall terminate on February 29th, 2024 unless extended or terminated in writing as provided herein.

4. **Compensation.** Compensation for these services shall be paid as provided in Exhibit “A.”

Revised 02/2021

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

6. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant 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 sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

7. Termination of Agreement

A. Termination. This Agreement may be terminated by either party immediately upon 10 days' written notice to the other delivered to the address set forth in Section 12.

B. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

C. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

8. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant 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.

9. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 7 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

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

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

11. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

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

Daryl Eidinger
Mayor
2224 - 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299
Fax: 253-952-3537

Rhay Design, LLC.
Colleen Rhay
6511 Chapin Pl. N.
Seattle, WA 98103
Phone: 206-755-8625
Email: colleen.rhay@rhaydesign.com

13. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation

and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

14. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____
Daryl Eidinger
Mayor

By: _____
Colleen Rhay
Rhay Design LLC

Date: _____

Title: Managing Member

Attest:
By: _____
Rachel Pitzel, CMC
City Clerk

Date: _____

Revised 02/2021

EXHIBIT A

SCOPE OF WORK:

PRICING: Individual Issues and Additional Design Services

INTRODUCTION pricing is based on a page rate for City's magazines but Consultant has included the option of an hourly rate for any design work beyond the magazine production. \$125.00 per page/\$1,000 for 8-page issue City's approval of final proof will indicate acceptance of the project "as is" and city is responsibility for errors, omissions and legal compliance of the project.

This page rate is based on the production of your publication using the design/template that is currently being used for the 2020 Winter Edition published by the City. Page rate includes three proofing rounds and production to print ready pdf files to the printer. City is responsible for all content, editing, and proofing, and must approve all materials before project finalization.

Additional design work not associated with the print production of your magazines will be billed at \$95.00 per hour.

These rates will increase annually in the amount equal to the July Seattle-Bellevue-Bremerton CPI-U, rounded up to the nearest whole dollar, effective annually on August 1.

ADDITIONAL ITEMS: These items are possible variables in the overall cost of the publication:

- Stock Images: The cost of stock images is not included in the page rate. Consultant will make suggestions for stock images to be used in City's publication. If City decides to use these, City will need to purchase the images and send them to Consultant to be placed in the magazine.
- Fonts: The cost of fonts is not included in the page rate. If new fonts are needed for the production of the magazines, City will need to purchase the licenses.
- Additional Pages: All additional standard size pages beyond eight will be billed at \$125.00 per page.
- Revisions: Additional proofing rounds or changes to scope of work after production has begun will be billed at Consultant's hourly rate of \$95.
- Printing/Postage costs: Pricing does not include any printing or postage costs for publications.
- Notwithstanding anything to contrary herein, Consultant's liability shall be limited to the total amount of fees paid to Consultant for the publication project that caused the liability event.

PRODUCTION SCHEDULE, which is set annually by the City and for 2021 calls for four quarterly publications identified below:

Revised 02/2021

Publication Title	Spring 2021	Summer 2021	Fall 2021	Winter 2021
Editorials Due to Editor (Noon)	5-Feb	13-May	4-Aug	10-Nov
Materials to Designer (Noon)	10-Feb	18-May	10-Aug	16-Nov
Production	Feb 10-16	May 18-25	Aug 10-16	Nov 16-22
Proofing	Feb 17-22	May 26 - Jun 2	Aug 16-19	Nov 22-29
Mailing Zip/Route Confirmation	9-Feb	20-May	6-Aug	15-Nov
Postage statement due	16-Feb	27-May	13-Aug	22-Nov
File to printer (Noon)	23-Feb	3-Jun	20-Aug	30-Nov
Printer Proof ok	24-Feb	4-Jun	23-Aug	1-Dec
Check to printer	27-Feb	5-Jun	21-Aug	1-Dec
Ship to USPS / Flip Book	3-Mar	10-Jun	27-Aug	7-Dec
Residents	4-Mar	9-Jun	27-Aug	8-Dec

May change from time to time with impacts mutually negotiated.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Ordinance No. 21-0602, amending the Budget for the 2021 Fiscal Year	Agenda Item #: 2.D
	For Agenda of: 3/2/2021
	Prepared by: Dave Gray
Attachments (list): 1. Ord No 21-0602 Budget Amendment No 1 - UPDATED 2. Exhibit A 3. Exhibit B	
Approval of Materials: Dave Gray Jill Schwerzler-Herrera 2/25/2021 Dave Gray 2/25/2021 Daryl Eidinger 2/26/2021	Expenditure Required: The action adds a budgeted labor expenditure increase to the 2021 Labor Model of approximately \$6,731 for the fiscal year. Amount Budgeted: N/A Timeline: 02/2/2021 SS 02/9/2021 RCM 02/16/2021 SS 02/23/2021 RCM 03/2/2021 SS

Summary Statement:

Permit Coordinator promoted to Development Review Coordinator:

Our current Permit Coordinator has been with the city since 2015. In that time she has increased her capacity significantly, received her permitting certification credential and renewal, studied, tested and become a certified IRC & IBC Building Inspector to better understand and assist scheduling our full time inspection group as well as become a back-up for emergencies (add bandwidth to our workforce). She was instrumental in moving the city from paper to fully digital and remote applications during the pandemic and has become one of our in-house SmartGov power users.

Code Compliance Specialist promoted to Code Compliance Manager:

Our current Code Compliance Specialist has been with us for over a year in which time he has literally stood up an entire code compliance program involving significant code rewrites in concert with our Community Development Director and City Attorney, instituted our now seated and operating Code Enforcement Board, imbedded, complete with certification for system access with the Edgewood Police Department while bringing significant resolution to a number of long outstanding troubled properties within the Edgewood jurisdiction with minimal cost beyond his salary, to the city budget. He is also one of the cities SmartGov power users.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Ordinance No. 21-0602, amending the Budget for the 2021 Fiscal Year

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 21-0602

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AMENDING THE BUDGET FOR THE 2021 FISCAL YEAR, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.33 RCW, requires the City of Edgewood adopt an annual budget and provides procedures for such; and

WHEREAS, the City of Edgewood established its 2021 Budget in Ordinance No. 20-0593; and

WHEREAS, the City Council desires to amend the 2021 Budget to reflect the addition of two newly authorized job descriptions to the existing salary schedule and labor model;

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

Section 1. Amending 2021 Budget. The 2021 Budget approved with Ordinance 20-0593 is amended by replacing Exhibit A with the revised salary schedule, attached hereto as Exhibit A and incorporated herein by this reference, and by adding the labor model, attached hereto as Exhibit B and incorporated herein by this reference.

Section 2. Direction to Staff: Staff is hereby authorized and instructed to make the necessary changes to the printed form of the 2021 Budget to reflect the above amendments.

Section 3. Transmittal. The City Clerk is hereby authorized and directed to transmit a certified copy of this ordinance to the Association of Washington Cities, the Auditor of the State of Washington, and Municipal Research Services Center.

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. A summary of this ordinance shall be published in the official newspaper of the City and this ordinance shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL THIS 23rd DAY OF FEBRUARY, 2021.

Mayor, Daryl Eidinger

Attest/Authenticated:

City Clerk, Rachel Pitzel, CMC

Approved As To Form:



City Attorney Ann Marie Soto

Date of Publication: *March xx, 2021*

Effective Date: *March xx, 2021*

EXHIBIT "A"

2021 BUDGET Amendment No. 1

CITY OF EDGEWOOD

2021 SALARY RANGE PLAN

2020 Wage Rate w/step 6 & 7 added + 1.9% CPI-U for 2021 COLA

Range	Job Title	2021 Monthly Wage Range						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FT-21-01	Administrative Assistant	\$4,499	\$4,638	\$4,782	\$4,929	\$5,082	\$5,239	\$5,401
FT-21-02	Public Works Maintenance Tech	\$4,945	\$5,098	\$5,256	\$5,419	\$5,586	\$5,759	\$5,937
FT-21-02	Accounting/Administrative Tech	\$4,945	\$5,098	\$5,256	\$5,419	\$5,586	\$5,759	\$5,937
FT-21-03	Public Works Maintenance Tech II	\$5,156	\$5,315	\$5,480	\$5,649	\$5,824	\$6,004	\$6,190
FT-21-04	Permit Coordinator	\$5,599	\$5,772	\$5,950	\$6,134	\$6,324	\$6,520	\$6,721
FT-21-04	Planning Technician	\$5,599	\$5,772	\$5,950	\$6,134	\$6,324	\$6,520	\$6,721
FT-21-04	ROW Inspector	\$5,599	\$5,772	\$5,950	\$6,134	\$6,324	\$6,520	\$6,721
FT-21-04	Parks Maintenance Lead	\$5,599	\$5,772	\$5,950	\$6,134	\$6,324	\$6,520	\$6,721
FT-21-05	Development Review Coordinator	\$6,282	\$6,477	\$6,677	\$6,884	\$7,096	\$7,316	\$7,542
FT-21-05	Field Supervisor	\$6,282	\$6,477	\$6,677	\$6,884	\$7,096	\$7,316	\$7,542
FT-21-05	Engineering Tech	\$6,282	\$6,477	\$6,677	\$6,884	\$7,096	\$7,316	\$7,542
FT-21-05	Associate Planner	\$6,282	\$6,477	\$6,677	\$6,884	\$7,096	\$7,316	\$7,542
FT-21-05	Code Compliance Specialist	\$6,282	\$6,477	\$6,677	\$6,884	\$7,096	\$7,316	\$7,542
FT-21-06	Communications Coord./Deputy City Clerk	\$6,891	\$7,105	\$7,324	\$7,551	\$7,784	\$8,025	\$8,273
FT-21-06	Combination Inspector	\$6,891	\$7,105	\$7,324	\$7,551	\$7,784	\$8,025	\$8,273
FT-21-07	Associate Engineer	\$7,130	\$7,350	\$7,577	\$7,812	\$8,053	\$8,302	\$8,559
FT-21-08	Code Compliance Manager	\$7,185	\$7,408	\$7,637	\$7,873	\$8,117	\$8,368	\$8,626
FT-21-08	Accounting Manager	\$7,185	\$7,408	\$7,637	\$7,873	\$8,117	\$8,368	\$8,626
FT-21-08	Office Manager	\$7,185	\$7,408	\$7,637	\$7,873	\$8,117	\$8,368	\$8,626
FT-21-08	Information Technology Manager	\$7,185	\$7,408	\$7,637	\$7,873	\$8,117	\$8,368	\$8,626
FT-21-08	Building Inspector/Plans Examiner	\$7,185	\$7,408	\$7,637	\$7,873	\$8,117	\$8,368	\$8,626
FT-21-09	Senior Planner	\$7,466	\$7,697	\$7,935	\$8,180	\$8,433	\$8,694	\$8,963
FT-21-10	Planning Manager	\$8,191	\$8,445	\$8,706	\$8,975	\$9,253	\$9,539	\$9,834
FT-21-10	Building Official	\$8,191	\$8,445	\$8,706	\$8,975	\$9,253	\$9,539	\$9,834
FT-21-11	Senior Engineer	\$8,615	\$8,882	\$9,157	\$9,440	\$9,732	\$10,033	\$10,343
FT-21-11	Public Works Superintendent	\$8,615	\$8,882	\$9,157	\$9,440	\$9,732	\$10,033	\$10,343
FT-21-12	City Engineer	\$9,262	\$9,549	\$9,844	\$10,148	\$10,462	\$10,786	\$11,119
FT-21-13	Information Technology Director	\$10,215	\$10,531	\$10,856	\$11,192	\$11,538	\$11,895	\$12,263
FT-21-13	City Clerk/ HR Director	\$10,215	\$10,531	\$10,856	\$11,192	\$11,538	\$11,895	\$12,263
FT-21-13	Public Works Director, PE	\$10,215	\$10,531	\$10,856	\$11,192	\$11,538	\$11,895	\$12,263
FT-21-13	Community & Economic Dev. Director	\$10,215	\$10,531	\$10,856	\$11,192	\$11,538	\$11,895	\$12,263
FT-21-13	Finance Director	\$10,215	\$10,531	\$10,856	\$11,192	\$11,538	\$11,895	\$12,263
FT-21-14	City Attorney	\$11,122	\$11,466	\$11,821	\$12,187	\$12,564	\$12,952	\$13,353
FT-21-14	Assistant City Administrator	\$11,122	\$11,466	\$11,821	\$12,187	\$12,564	\$12,952	\$13,353

All Steps are 3% lower than the higher step. All Comparables are at step 5 (AWC averages are step 7).

All Hourly Compensation Rates are based upon the Monthly Rate Divided by 173.33 Hours.

