



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, August 24, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PUBLIC HEARING

A. AB21-038 PUBLIC HEARING – Title 18 Streetscapes Code Amendments

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

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

The following items are presented for Council approval:

A. Review of Board/Commission Minutes

B. Regular Council Meeting Minutes of August 10, 2021

C. Study Session Meeting Minutes of August 17, 2021

D. AB21-039 – a motion approving August 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$140,366.94; and Vendor Check Numbers 25072 through 25092 with EFT and Direct Pay Payments in the amount of \$454,300.70. Total distributions submitted for review and authorization in the amount of \$594,667.64

E. AB21-0590 – a motion approving Resolution 21-0590, authorizing the Mayor to execute an ILA between the City of Edgewood and East Pierce Fire & Rescue to illuminate interaction between the two government entities as they cooperate to provide the public fire inspection services

F. AB21-0591 – a motion approving Resolution 21-0591, authorizing the Mayor to execute a personal services agreement with Retail Strategies LLC to enhance the success of the City's Economic Development Strategic Plan

6. COUNCIL BUSINESS

A. AB21-0610 – a motion adopting Ordinance 21-0610, correcting boundaries within the General Sewer Plan

B. AB21-0592 – a motion approving Resolution 21-0592, authorizing the mayor to sign into a first amendment to the Interlocal Agreement with Lakehaven Water and Sewer District

7. COUNCIL COMMENTS

8. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-038 PUBLIC HEARING – Title 18 Streetscapes Code Amendments	Agenda Item #: 2.A
	For Agenda of: 8/24/2021
	Prepared by: Darren Groth
Attachments (list): 1. Exhibit 1_ Proposed Code Amendment Language 2. Exhibit 2_ PC Recommendation	
Approval of Materials: Darren Groth Rachel Pitzel 8/19/2021 Dave Gray 8/19/2021 Daryl Eidinger 8/19/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 08/17/21: Initial Study Session 08/24/21: Public Hearing RCM 09/07/21: Follow-Up Study Session 09/14/21: Final Action RMC

Summary Statement:

On June 14, 2021, the Planning Commission was briefed by staff regarding a potential conflict in the Edgewood Municipal Code (EMC) pertaining to street trees. After discussion of the relevant code sections, the Planning Commission agreed to move forward with a proposed minor code amendment to eliminate the word “arterial” from Subsection 18.90.090.H.1, see Attachment 1. This minor amendment ensures that the intended purpose of Type II Streetscapes landscaping, i.e., "a unifying theme of canopy type trees along a public or private street...", is achieved in accordance with EMC Subsection 18.90.090.G.2.

On August 9, 2021, the Planning Commission held a public hearing and made the recommendation (Attachment 2) to approve the proposed code amendment, as presented. While Attachment 1 contains the language recommended by the Planning Commission, City staff recommends further modification to EMC 18.90.090.H.1 by deleting the entire clause "that front on arterial streets" from the end of the sentence instead of just deleting the word arterial. Upon further reading, the additional deletion helps eliminate unnecessary words from the code standard without changing the intent or meaning. As such, the newly proposed sentence would read "Type II, streetscapes, shall apply to all zones and shall be applied to all proposed developments, other than a single-family dwelling." This agenda item is intended for City Council to hold a public hearing on this proposal and a follow-up study session on September 7 will allow for the finalization of the proposed amendment in preparation for City Council's final action on September 14.

Item History:

N/A

Recommended Action:

Public Hearing Only to receive public comment on the proposed **AB21-038 PUBLIC HEARING** – Title 18 Streetscapes Code Amendments

Fiscal Note/Consideration:

N/A

Edgewood Municipal Code (EMC) Streetscape Proposed Modifications

EMC 18.90.090.H(1)

H. Landscaping Regulations by Zoning Districts.

1. Type II, streetscapes, shall apply to all zones and shall be applied to all proposed developments, other than a single-family dwelling, that front on ~~arterial~~ streets.

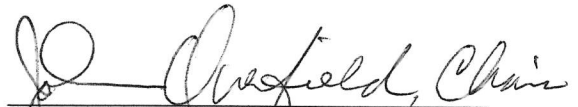


**CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION**

The Planning Commission voted 5-0 to recommend APPROVAL of the proposed code amendment to the Edgewood Municipal Code (EMC) pertaining to Streetscapes regulations, and to send their recommendation to the City Council for consideration.

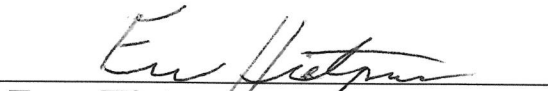
It is the recommendation of the City of Edgewood Planning Commission to approve the drafted EMC amendment as presented in the staff report and attachment submitted by Planning Manager Emily Arteché for the August 9, 2021 Planning Commission agenda.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 9TH DAY OF AUGUST 2021.**



Planning Commission Chair

Attest by:



Evan Hietpas
Associate Planner



PARKS AND RECREATION ADVISORY BOARD MEETING SUMMARY

Wednesday July 1, 2021 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Chair Levenhagen called the meeting to order at 6:10pm

2. ROLL CALL

Present: Brian Levenhagen, Jeff Southard, Anne Percival, Bill Hilton, Linda Howard

Excused: Mary Grace Eala

City Staff: Public Works Director (PWD) Jeremy Metzler, IT Director Matthew Ray

3. APPROVAL OF MEETING SUMMARY

Linda Howard **MOVED** Jeff Southard **SECONDED** to approve the June 9, 2021 Meeting Summary.

APPROVED (4-0)

Jeff Southard **MOVED** Anne Percival **SECONDED** to table all agenda items except *Thrive Center Volunteer Activities* until the August 5, 2021 meeting. **APPROVED (4-0)**

4. OLD BUSINESS

- ~~Edgemont Park Playground~~
- ~~Nelson Nature Park Update~~
- ~~Interurban Trail Planning~~

5. NEW BUSINESS

- ~~Edgewood Community Park Dedication Ceremony Planning~~
- ~~PROS Plan Update/Levels of Service~~
- Thrive Center Volunteer Activities
This item was brought to PW Director Metzler by Councilmember West who is a board member with the Thrive Center. The Center was interested in partnering with the City of Edgewood for a “Give Back Event” offering volunteer community service on July 31st. General consensus was there was not enough staff or time to plan such an event, and we would have to respectfully decline the offer.
- ~~Pierce Conservative District Membership~~

6. ADJOURN – 6:29PM



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, July 12, 2021 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 6:03 PM
 - A. **Commissioners Present:** Guillory; Overfield; Greene; Wagner; Pincas; Ramirez; Slate (6:06)
 - B. **Commissioners Absent:** None
 - C. **Staff Member(s) Present:** Darren Groth, CED Director
Emily Arteche, Planning Manager
Evan Hietpas, Associate Planner
 - D. **Others Present:** Councilmember Tomyn
Councilmember Wise
2. **CONSENT AGENDA:** Pincas moved to APPROVE as presented, Ramirez seconded. Commission voted 6-0 to approve the Consent Agenda.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:** None
5. **OLD BUSINESS:**
 - A. Sewer Connection Requirements
 - i. Hietpas and Overfield opened the discussion.
 - ii. Discussion ensued about the long-term maintenance of community septic systems, and the city-wide sewer plan update.
 - B. Streetscapes Code Amendment
 - i. Arteche opened the discussion and recommended holding a public hearing at the August 9th Planning Commission meeting.
 - ii. Planning Commission agreed with staff's recommendation. Public hearing will be scheduled for August 9th.
 - C. Town Center
 - i. Hietpas introduced the Town Center subarea planning activity that City staff will be facilitating with five high school students in the Edgewood Experience program.
 - ii. Discussion ensued. The Commission will review the proposed boundaries of the TC subarea plan.
 - D. PC Handbook
 - i. Groth introduced the purpose of creating a handbook for the Planning Commission.



**CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES**

Monday, July 12, 2021 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

6. NEW BUSINESS:

A. Action Items:

i. Chair and Vice Chair Appointments

- a.** Planning Commission discussed this agenda item to determine appointments until July 2022.
- b.** Slate moved to APPOINT Overfield as Chair and Pincas as Vice-Chair. Greene seconded the motion. Planning Commission voted 7-0.

B. Discussion Items:

i. Transitional Housing and State of Washington House Bill (HB) 1220

- a.** Groth opened the discussion and recommended holding a public hearing on the required code amendment(s) as soon as possible to ensure compliance with the WA State House Bill.
- b.** Planning Commission discussed the impacts of this House Bill and agreed with staff's recommendation.

ii. Temporary Signs in Rights-of-Way

- a.** Groth opened the discussion about a possible code amendment related to temporary signs.
- b.** Planning Commission discussed the possible code amendment and recommended to not make any changes at this time.

iii. 2021 Work Plan

- a.** Commission and city staff discussed the 2021 Work Plan. It was determined that the establishment of EMC Title 17 should be delayed until the City adopts a Town Center subarea plan and an updated Comprehensive Plan.

7. STAFF COMMENTS: None

8. COMMISSIONER COMMENTS:

- A.** Commission and City staff discussed current proposed developments in Edgewood.
- B.** Commission discussed their preferred method of facilitating monthly meetings. (virtual, hybrid, in-person)

9. ADJOURN: Chair Overfield adjourned meeting at 7:53 PM.



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, August 10, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember West, Councilmember Christopherson, Councilmember Wise, Councilmember Tomin, Councilmember Lowry

Excused: Councilmember Day

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Public Works Director Jeremy Metzler, IT Director Matthew Ray, Chief Mark Berry

2 PUBLIC HEARING

A. AB21-035 PUBLIC HEARING - GSP Phase 1 Map Amendment

Mayor Eidinger opened the public hearing at 7:02pm, there were no public comments. He closed the public hearing at 7:04pm.

3 AUDIENCE COMMENT

Jason Ramirez spoke.

4 MAYOR'S REPORT

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

5 CONSENT AGENDA:

- A.** Regular Council Meeting Minutes of July 27, 2021
- B.** Study Session Meeting Minutes of August 3, 2021
- C. AB21-036** – a motion approving August 2021 Budgeted Expenditures as follows:
Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Department of Labor and Industries; AWC Employee Benefit Trust; and IRS 941 in the amount of \$186,109.85; and Vendor Check Numbers 25054 through 25071 with EFT and Direct Pay Payments in the amount of \$109,964.43. Total distributions submitted for review and authorization in the amount of \$296,074.28
- D. AB21-0589** - Resolution 21-0589, authorizing the Mayor to enter in to a Memorandum of Understanding between the City of Edgewood and Puyallup School District No. 3 for operation of school zone flashing safety beacons
- E. AB21-0583** - Resolution 21-0583, authorizing the Mayor to execute a Professional Services Agreement for Geotechnical Engineering On-Call Services with Robinson

Noble, Inc.

Motion: As read, **Action:** Approve, Moved by Councilmember Tomin, Seconded by Councilmember Christopherson, **Motion passed 6-0**

6 COUNCIL BUSINESS

A. AB21-037 - a motion approving PO #2021032

Accounting Manager Stephanie Goff briefed the Council on this agenda item.

Motion: As read, **Action:** Approve, Moved by Deputy Mayor Creley, Seconded by Councilmember Wise, **Motion passed 6-0**

7 COUNCIL COMMENTS

Mayor Eidinger spoke.

Councilmember Wise spoke.

Councilmember Tomin spoke.

Deputy Mayor Creley spoke.

8 ADJOURN

Mayor Eidinger adjourned the meeting at 7:24pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eidinger
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, August 17, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm.

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember West, Councilmember Day, Councilmember West, Councilmember Wise, Councilmember Tomin, Councilmember Lowry

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Jeremy Metzler Public Works Director, Matthew Ray, IT/Facilities Director, Chief Mark Berry

2 COUNCIL BUSINESS

A. Edgewood Experience – Meet the Students

Associate Planner Evan Hietpas introduced each student, who shared a little about themselves and what they gleaned from the program with Council.

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

Councilmember Tomin discussed this reoccurring agenda item, asking to defer discussion on the video until the following study session meeting.

C. Discussion – Development Review

Planning Manager Emily Arteché briefed Council on this topic.

D. Discussion – Ordinance – GSP Phase 1 Map Amendment

Public Works Director Jeremy Metzler discussed this agenda item asking to bring it forward in two parts at the following weeks regular council meeting.

E. Discussion – Ordinance – Title 18 Streetscapes Code Amendments

Community and Economic Development Director Groth brought this agenda item forward for discussion.

F. Discussion – Resolution – East Pierce Fire & Rescue Interlocal Agreement

Assistant City Administrator Dave Gray briefed Council on this proposed agreement asking to move it forward onto an upcoming consent agenda.

G. Discussion – Retail Strategies

Assistant City Administrator Dave Gray introduced Matthew Tate with West Coast Business Development. Mr. Tate provided information on business recruitment and what West Coast Business Development could provide for Edgewood. Discussion then ensued between Mr. Tate and Council.

3 OTHER COUNCIL ITEMS

Mayor Eidinger spoke.

Councilmember West spoke.

Councilmember Tomin spoke.

Councilmember Day spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 8:57pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eidingen
Mayor



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-039 – a motion approving August 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$140,366.94; and Vendor Check Numbers 25072 through 25092 with EFT and Direct Pay Payments in the amount of \$454,300.70. Total distributions submitted for review and authorization in the amount of \$594,667.64	Agenda Item #: 5.D
	For Agenda of: 8/24/2021
	Prepared by: Stephanie Goff
Attachments (list): 1. 082421 Claims Register 2. 082421 Voucher Directory	
Approval of Materials: Stephanie Goff Rachel Pitzel 8/19/2021 Dave Gray 8/19/2021 Daryl Eidinger 8/19/2021	Expenditure Required: \$594,667.64
	Amount Budgeted: \$594,667.64
	Timeline: N/A

Summary Statement:

Approving August 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$140,366.94; and Vendor Check Numbers 25072 through 25092 with EFT and Direct Pay Payments in the amount of \$454,300.70. Total distributions submitted for review and authorization in the amount of \$594,667.64

Item History:

N/A

Recommended Action:

MOTION to adopt AB21-039 – a motion approving August 2021 Budgeted as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2021

August 24th 2021 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
DCP EFT 8/13/2021	Deferred Compensation Program	8/13/2021	\$15,559.28
DCS EFT 8/13/2021	WA State Support Registry	8/13/2021	\$217.00
Direct Deposit Run -	Payroll Vendor	8/13/2021	\$88,868.86
DRS EFT 8/13/2021	Dept of Retirement Systems	8/13/2021	\$19,381.41
IRS EFT 8/13/2021	IRS 941	8/13/2021	\$16,340.39
Total			\$140,366.94

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25071 Last Number Issued Previous Authorization			
25072	Bob's Property Solutions, Inc.	8/24/2021	\$3,850.00
25073	Daily Journal of Commerce	8/24/2021	\$602.00
25074	Drain-Pro	8/24/2021	\$1,126.50
25075	Fife Milton Edgewood Chamber of Commerce	8/24/2021	\$25.00
25076	Gray & Osborne, Inc	8/24/2021	\$24,729.91
25077	Herrera Environmental Consultants, Inc.	8/24/2021	\$4,677.63
25078	Lakehaven Water & Sewer	8/24/2021	\$67.67
25079	Les Schwab Tire Center	8/24/2021	\$1,007.08
25080	McKinstry Co, LLC	8/24/2021	\$2,709.12
25081	Office Depot	8/24/2021	\$1,769.40
25082	Olympic Embroidery	8/24/2021	\$338.54
25083	Pape Machinery Inc.	8/24/2021	\$393.84
25084	Pierce County Auditor's Office	8/24/2021	\$987.50
25085	Pierce County Budget & Finance PW	8/24/2021	\$92,367.84
25086	Pierce County Budget & Finance Sheriff	8/24/2021	\$265,010.83
25087	Raedeke Associates, Inc.	8/24/2021	\$1,340.75
25088	Shred-it	8/24/2021	\$173.96
25089	Sterling Automotive Service	8/24/2021	\$1,144.57
25090	Sydney Rose Studios	8/24/2021	\$495.00
25091	The Police and Sheriffs Press	8/24/2021	\$50.10
25092	WA Assoc. of Building Officials	8/24/2021	\$92.46
Direct Pay Payment	American Traffic Solutions	8/24/2021	\$28,500.00
Direct Pay Payment	McClatchy Company LLC	8/24/2021	\$973.57
EFT Payment 8/19/2021	Amazon Capital Services	8/24/2021	\$5,536.00
EFT Payment 8/19/2021	Crystal Springs	8/24/2021	\$88.21
EFT Payment 8/19/2021	Puget Sound Energy	8/24/2021	\$8,184.71
EFT Payment 8/19/2021	Shell	8/24/2021	\$1,411.97
EFT Payment 8/19/2021	Travelers	8/24/2021	\$40.00
EFT Payment 8/19/2021	US Bank Corporate Payment System	8/24/2021	\$6,308.49
EFT Payment 8/19/2021	Wilbur-Ellis Company	8/24/2021	\$65.05
EFT Payment 8/19/2021	US Bank ACH/EFT	8/24/2021	\$233.00

Total Claims Voucher Distribution	\$454,300.70
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Total Distribution Submitted for Review & Authorization	\$594,667.64
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$594,667.64
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Daryl Eidinger

_____ Council Member



Voucher Directory

Fiscal : 2021 - August
Council Date : 2021 - August - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Amazon Capital Services					
		EFT Payment 8/19/2021 11:32:28 AM - 1	2021 - August - 2nd Council Meeting		
		1FKX-7KPC-TRMP			
		July Statement			
		001-018-000-518-20-31-01		Office & Operational Supplies	\$1,610.61
				Misc. Office/Kitchen Supplies, Wireless Earpiece, Keyboards, Laptop Stand, Phone Case	
		001-018-000-518-20-35-02		Office Furniture	\$1,473.48
				Office Chairs, Standing Desk	
		001-018-000-518-30-32-02		Supplies/Parts - Vehicles & Equipment	\$325.58
				Warning Strobe Lights for PW Trailers	
		001-018-000-518-85-31-03		Computer Hardware	\$2,174.39
				Monitors, Docking Station	
		Total 1FKX-7KPC-TRMP			\$5,584.06
		1JKG-WGRM-XXVF			
		July Credit			
		001-018-000-518-20-31-01		Office & Operational Supplies	(\$48.06)
				Ink Cartridge Replacement (Returned)	
		Total 1JKG-WGRM-XXVF			(\$48.06)
		Total EFT Payment 8/19/2021 11:32:28 AM - 1			\$5,536.00
Total Amazon Capital Services					\$5,536.00
American Traffic Solutions					
		Direct Pay Payment 8/19/2021 11:31:55 AM - 1	2021 - August - 2nd Council Meeting		
		INV0016174			
		July Traffic Camera Services			
		001-021-000-521-70-41-11		Traffic Policing-Traffic Camera Contract	\$28,500.00
				6 school zone cameras	
		Total INV0016174			\$28,500.00
		Total Direct Pay Payment 8/19/2021 11:31:55 AM - 1			\$28,500.00
Total American Traffic Solutions					\$28,500.00
Bob's Property Solutions, Inc.					
	25072		2021 - August - 2nd Council Meeting		
		080221-BOB			
		July Svcs- Tree Removal			
		101-000-000-542-70-48-04		Roadside- ROW Veg Maint Contractor	\$3,850.00

Vendor	Number	Reference	Account Number	Description	Amount
		Total 080221-BOB		Hazardous Tree/Blackberry Bush Removal- 110th & 44th St Ct E	\$3,850.00
	Total 25072				\$3,850.00
Total Bob's Property Solutions, Inc.					\$3,850.00
Crystal Springs					
	EFT Payment 8/19/2021 11:32:28 AM - 2		2021 - August - 2nd Council Meeting		
	15787820 081121				
		Water Delivery			
		001-018-000-518-20-31-01		Office & Operational Supplies	\$88.21
				CH Water Delivery	
	Total 15787820 081121				\$88.21
	Total EFT Payment 8/19/2021 11:32:28 AM - 2				\$88.21
Total Crystal Springs					\$88.21
Daily Journal of Commerce					
25073			2021 - August - 2nd Council Meeting		
	3370895				
		August Svs- Acct# 5787			
		001-019-000-511-30-41-02		Legal Publications	\$602.00
				Newspaper- Chrisella Rd E Safety Improvements	
	Total 3370895				\$602.00
	Total 25073				\$602.00
Total Daily Journal of Commerce					\$602.00
Drain-Pro					
25074			2021 - August - 2nd Council Meeting		
	85763				
		Edgemont Park 8/8-9/4/21			
		001-076-000-576-80-45-03		Operating Rentals	\$443.00
				Edgemont Park	
	Total 85763				\$443.00
	85764				
		Nelson Nature Park 8/8-9/4/21			
		001-076-000-576-80-45-03		Operating Rentals	\$241.00
				Nelson Nature Park	
	Total 85764				\$241.00
	85765				
		Nelson Farm 8/8-9/4/21			
		001-076-000-576-80-45-03		Operating Rentals	\$111.50
				Nelson Farm	
	Total 85765				\$111.50

Vendor	Number	Reference	Account Number	Description	Amount
		85766			
			Trailhead Park 8/8-9/4/21		
			001-076-000-576-80-45-03	Operating Rentals	\$201.50
			Trailhead Park		
		Total 85766			\$201.50
		85767			
			PW Garage 8/8-9/4/21		
			001-076-000-576-80-45-03	Operating Rentals	\$129.50
			PW Garage		
		Total 85767			\$129.50
	Total 25074				\$1,126.50
Total Drain-Pro					\$1,126.50
Fife Milton Edgewood Chamber of Commerce					
	25075			2021 - August - 2nd Council Meeting	
		3105			
			August Luncheon- D.Eidinger		
			001-013-000-513-10-43-04	Meals Expense	\$25.00
			August Luncheon- D.Eidinger		
		Total 3105			\$25.00
	Total 25075				\$25.00
Total Fife Milton Edgewood Chamber of Commerce					\$25.00
Gray & Osborne, Inc					
	25076			2021 - August - 2nd Council Meeting	
		23-G&O Prj. 19614.00			
			7/18-8/14/21 Svcs-General Sewer Plan Update		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$15,419.28
			General Sewer Plan Update		
		Total 23-G&O Prj. 19614.00			\$15,419.28
		32-G&O Prj. 18626.01			
			7/18-8/14/21 Svc-56th Ste E SW Improvements		
			410-000-000-531-38-41-01	Professional Service	\$374.97
			56th St E SW Improvements-Constr Mgmt		
		Total 32-G&O Prj. 18626.01			\$374.97
		7-G&O Prj. 18626.13			
			7/18-8/14/21 Svcs-24th & Meridian Sidewalk Gaps		
			340-000-000-595-69-63-01	Pedestrian & Traffic Safety Improvements	\$8,935.66
			24th & Meridian Sidewalk Gaps		
		Total 7-G&O Prj. 18626.13			\$8,935.66
	Total 25076				\$24,729.91
Total Gray & Osborne, Inc					\$24,729.91

Vendor	Number	Reference	Account Number	Description	Amount
Herrera Environmental Consultants, Inc.	25077			2021 - August - 2nd Council Meeting	
		49335			
			July Svcs-Prj 21-07553-000		
			410-000-000-531-38-41-01	Professional Service	\$4,677.63
				SW Management Action Plan	
		Total 49335			\$4,677.63
	Total 25077				\$4,677.63
Total Herrera Environmental Consultants, Inc.					\$4,677.63
Lakehaven Water & Sewer	25078			2021 - August - 2nd Council Meeting	
		081121-LAK			
			Prj 6320006-Meridian Sewer Ext		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$67.67
				36th & Meridian Park Sewer Extension	
		Total 081121-LAK			\$67.67
	Total 25078				\$67.67
Total Lakehaven Water & Sewer					\$67.67
Les Schwab Tire Center	25079			2021 - August - 2nd Council Meeting	
		42700299374			
			August Purchases- 2018 Ford Escape Tires		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$1,007.08
				New Tires/Alignment- 2018 Ford Escape (Vehicle #13)	
		Total 42700299374			\$1,007.08
	Total 25079				\$1,007.08
Total Les Schwab Tire Center					\$1,007.08
McClatchy Company LLC					
	Direct Pay Payment 8/19/2021 11:31:55 AM - 2			2021 - August - 2nd Council Meeting	
	48183				
			July Services		
			001-019-000-511-30-41-02	Legal Publications	\$170.87
			001-058-000-558-60-41-08	Legal Notices/Publications	\$802.70
		Total 48183			\$973.57
	Total Direct Pay Payment 8/19/2021 11:31:55 AM - 2				\$973.57
Total McClatchy Company LLC					\$973.57
McKinstry Co, LLC	25080			2021 - August - 2nd Council Meeting	
		10150282			
			Replaced CO2 Sensors		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,390.34

Vendor	Number	Reference	Account Number	Description	Amount
				Replaced CO2 Sensors	
		Total 10150282			\$1,390.34
		10151917			
			August Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,318.78
				August Maintenance	
		Total 10151917			\$1,318.78
	Total 25080				\$2,709.12
Total McKinstry Co, LLC					\$2,709.12
Office Depot					
	25081			2021 - August - 2nd Council Meeting	
		184909926001			
			August Purchases		
			001-018-000-518-20-35-02	Office Furniture	\$912.96
				Downstairs Cubicles Bookcases	
		Total 184909926001			\$912.96
		184914491001			
			August Purchases		
			001-018-000-518-20-35-02	Office Furniture	\$701.34
				Downstairs Cubicles Bookcases/File Cabinets	
		Total 184914491001			\$701.34
		184926446001			
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$105.75
				Paper Towels, Trash/Recycle Bins, Chairmat	
		Total 184926446001			\$105.75
		184934946001			
			August Purchases		
			001-018-000-518-20-35-02	Office Furniture	\$49.35
				Side Table for Front Desk	
		Total 184934946001			\$49.35
	Total 25081				\$1,769.40
Total Office Depot					\$1,769.40
Olympic Embroidery					
	25082			2021 - August - 2nd Council Meeting	
		25078			
			July Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$338.54
				COE Jackets- M.Sullivan, M.Dorner, J.Ward	
		Total 25078			\$338.54
	Total 25082				\$338.54
Total Olympic Embroidery					\$338.54

Vendor	Number	Reference	Account Number	Description	Amount
Pape Machinery Inc.					
	25083			2021 - August - 2nd Council Meeting	
		12956794			
			August Purchase		
			001-076-000-576-80-31-01	Operational Supplies	\$78.76
				Weed Trimmer Head Replacement	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$157.54
				Weed Trimmer Head Replacement	
			410-000-000-531-38-31-01	Operational Supplies	\$157.54
				Weed Trimmer Head Replacement	
		Total 12956794			\$393.84
	Total 25083				\$393.84
Total Pape Machinery Inc.					\$393.84
Pierce County Auditor's Office					
	25084			2021 - August - 2nd Council Meeting	
		CI-304202			
			July Services		
			410-000-000-531-38-41-01	Professional Service	\$987.50
				Drainage Utility Easement- Recording Fees	
		Total CI-304202			\$987.50
	Total 25084				\$987.50
Total Pierce County Auditor's Office					\$987.50
Pierce County Budget & Finance PW					
	25085			2021 - August - 2nd Council Meeting	
		CI-305542			
			July M&O Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$5,043.91
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$5,393.59
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$5,956.80
			101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	\$12,746.90
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$40,141.88
			410-000-000-531-38-41-07	Storm Drainage-Polution Control	\$3,837.39
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$8,353.70
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$5,849.76
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$5,043.91
		Total CI-305542			\$92,367.84
	Total 25085				\$92,367.84
Total Pierce County Budget & Finance PW					\$92,367.84

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance Sheriff					
	25086		2021 - August - 2nd Council Meeting		
		CI-305467	August Police Services		
			001-021-000-521-20-41-01	Police Services	\$265,010.83
			August Police Services		
		Total CI-305467			
	Total 25086				
Total Pierce County Budget & Finance Sheriff					\$265,010.83
Puget Sound Energy					
	EFT Payment 8/19/2021 11:32:28 AM - 3		2021 - August - 2nd Council Meeting		
		220026492656- 110th Ave E			
		July Statement			
			001-018-000-518-30-47-01	Electricity	\$12.30
			July Statement		
		Total 220026492656- 110th Ave E			
		220026735351- 20th St E			
		July Statement			
			001-018-000-518-30-47-01	Electricity	\$20.46
			July Statement		
		Total 220026735351- 20th St E			
		300000011233 July 2021			
		July Statement			
			001-018-000-518-30-47-01	Electricity	\$3,463.55
			July Statement		
			001-018-000-518-30-47-01	Electricity	\$1,809.33
			3/20-4/20/21 (Correction)		
			001-018-000-518-30-47-01	Electricity	\$1,484.62
			4/21-5/19/21 (Correction)		
			001-018-000-518-30-47-01	Electricity	\$1,394.45
			5/20-6/18/21 (Correction)		
		Total 300000011233 July 2021			
		Total EFT Payment 8/19/2021 11:32:28 AM - 3			
Total Puget Sound Energy					\$8,184.71
Raedeke Associates, Inc.					
	25087		2021 - August - 2nd Council Meeting		
		59370			
			Prj 2018-097 July Services		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,340.75
			120-2 Prologis Park Wetland Review- 2nd Review		
		Total 59370			
	Total 25087				
Total Raedeke Associates, Inc.					\$1,340.75

Vendor	Number	Reference	Account Number	Description	Amount
Shell					
		EFT Payment 8/19/2021 11:32:28 AM - 4	2021 - August - 2nd Council Meeting		
		73339722			
			July Statement		
			001-018-000-518-30-32-01	Fuel	\$1,411.97
				July Statement	
		Total 73339722			\$1,411.97
		Total EFT Payment 8/19/2021 11:32:28 AM - 4			\$1,411.97
Total Shell					\$1,411.97
Shred-it					
	25088		2021 - August - 2nd Council Meeting		
		8182513366			
			July Services		
			001-018-000-518-30-41-01	Professional Services	\$173.96
				(2) July Services	
		Total 8182513366			\$173.96
	Total 25088				\$173.96
Total Shred-it					\$173.96
Sterling Automotive Service					
	25089		2021 - August - 2nd Council Meeting		
		0031832			
			August Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$1,021.36
				Full Service- 2014 Ford Explorer (Vehicle #15)	
		Total 0031832			\$1,021.36
		0031951			
			August Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$64.96
				Oil Change- 2013 Ford Explorer (Vehicle #10)	
		Total 0031951			\$64.96
		0032508			
			August Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$58.25
				Oil Change- 2018 Ford Escape (Vehicle #13)	
		Total 0032508			\$58.25
	Total 25089				\$1,144.57
Total Sterling Automotive Service					\$1,144.57
Sydney Rose Studios					
	25090		2021 - August - 2nd Council Meeting		
		081221-SR			
			2021 Summer Photos		
			001-018-000-518-20-41-01	Professional Service	\$495.00

Vendor	Number	Reference	Account Number	Description	Amount
				2021 Summer Photos for Magazine	
		Total 081221-SR			\$495.00
	Total 25090				\$495.00
Total Sydney Rose Studios					\$495.00
The Police and Sheriffs Press					
	25091			2021 - August - 2nd Council Meeting	
		150964			
			August Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$32.55
				PD ID Cards- Seavey, Wylie	
		Total 150964			\$32.55
		151160			
			August Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$17.55
				PD ID Card- Calata	
		Total 151160			\$17.55
	Total 25091				\$50.10
Total The Police and Sheriffs Press					\$50.10
Travelers					
	EFT Payment 8/19/2021 11:32:28 AM - 5			2021 - August - 2nd Council Meeting	
		080321-TRA			
			Acct.# 7218D8238		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$40.00
				Notary Bond- M.Sullivan	
		Total 080321-TRA			\$40.00
	Total EFT Payment 8/19/2021 11:32:28 AM - 5				\$40.00
Total Travelers					\$40.00
US Bank ACH/EFT					
	EFT Payment 8/19/2021 11:34:30 AM - 1			2021 - August - 2nd Council Meeting	
		080621-USBank			
			July Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$26.00
				July Safekeeping Fees	
		Total 080621-USBank			\$26.00
		081321-USBank			
			July Analysis Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$207.00

Vendor	Number	Reference	Account Number	Description	Amount
				July Customer Analysis Fees	
			Total 081321-USBank		\$207.00
			Total EFT Payment 8/19/2021 11:34:30 AM - 1		\$233.00
			Total US Bank ACH/EFT		\$233.00
US Bank Corporate Payment System					
			EFT Payment 8/19/2021 11:32:28 AM - 6	2021 - August - 2nd Council Meeting	
			072621-USBank		
			July Statement		
	001-018-000-518-20-31-01			Office & Operational Supplies	\$233.75
				B.Whitman-the Home Depot-Wire Hiding for Council Chambers	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$118.04
				B.Murray-Personal Exp Error-Reimbursed on Rec# 9497	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$83.63
				D.Eidinger-Personal Exp Error-Reimbursed on Rec# 9496	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$237.60
				D.Eidinger-American Floor Mats-Downstairs Supplies (floormats for doors)	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$16.72
				D.Eidinger-Stewart Signs-WIFI Antenna for CH Reader Board	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$34.24
				D.Eidinger-Lowes-Downstairs Supplies	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$131.77
				D.Eidinger-Northwest Embroidery-Softball Game Shirts	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$26.69
				D.Eidinger-Lowes-Styrofoam Insulation for Council Chambers	
	001-018-000-518-20-31-54			Clothing/Uniforms/PPE	\$126.60
				J.Privett-Sportsmans Warehouse-Work Boots	
	001-018-000-518-20-35-02			Office Furniture	\$186.85
				D.Eidinger-Gov Deals-Downstairs Furniture (chairs, cabinets, desk)	
	001-018-000-518-20-35-02			Office Furniture	\$24.27
				D.Eidinger-Gov Deals-Downstairs Furniture (conference room table)	
	001-018-000-518-20-43-04			Employee Meals	\$65.60
				J.Bartelson-Pizza Hut-Lunch (Edgewood Experience)	
	001-018-000-518-30-32-01			Fuel	\$67.20
				D.Eidinger-Costco Gas-Fuel (Vehicle# 5)	
	001-018-000-518-30-48-07			Maintenance & Repairs-Vehicles	\$5.00
				D.Eidinger-Tahoma Market-Car Wash (Vehicle# 9)	
	001-018-000-518-30-48-07			Maintenance & Repairs-Vehicles	\$10.00
				B.Whitman-Sud Star- Carwash (Vehicle # 6)	
	001-018-000-518-85-49-03			Computer Subscriptions	\$70.20
				M.Ray-Amazon Web Services-Cloud Backup	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-85-49-03	Computer Subscriptions	\$69.00
				M.Ray-Netflare-Email Health Services	
			001-018-000-518-85-49-03	Computer Subscriptions	\$17.95
				B.Murray-Cloud Cover Music-CH Lobby Music Subscription	
			001-018-000-518-85-49-04	Subscriptions	\$40.00
				J.S-Herrera-iStock-Monthly Membership	
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$2,519.00
				D.Eidinger-Ebay-Microsoft Surface Book (for PW Dept.)	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$121.00
				J.Bartelson-ICC-Permit Tech Renewal	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$219.00
				R.Pitzel-SHRM-Annual Dues	
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$30.00
				M.Sullivan-DOL-Notary Public Application Fee	
			001-058-000-558-50-43-01	Training/Travel Costs	\$219.00
				J.Tumelson-ICC-B3 Exam (M.George)	
			001-058-000-558-50-43-01	Training/Travel Costs	\$440.98
				J.Tumelson-Red Lion Hotel-WABO Conference Lodging	
			001-058-000-558-60-43-01	Training/Travel Costs	\$10.00
				M.Dorner-SPUR-Training	
			001-058-000-558-60-43-01	Training/Travel Costs	\$185.00
				M.Dorner-APA-Annual Conference	
			001-058-000-558-60-49-01	Memberships	\$100.00
				E.Arteche-APA-AICP Membership Dues	
			001-076-000-576-80-31-01	Operational Supplies	\$215.36
				B.Whitman-Sarco Supply-Supplies for Park Restrooms	
			001-076-000-576-80-31-01	Operational Supplies	\$33.06
				B.Whitman-Tacoma Screw Product-Shop Supplies	
			001-076-000-576-80-31-01	Operational Supplies	\$101.99
				S.Goff-Lightbar-6 LED Headlights & Accessories	
			001-076-000-576-80-31-01	Operational Supplies	\$8.79
				B.Whitman-Walgreens-Supplies for Park Restrooms	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$203.97
				S.Goff-Lightbar-6 LED Headlights & Accessories	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$66.13
				B.Whitman-Tacoma Screw Product-Shop Supplies	
			410-000-000-531-38-31-01	Operational Supplies	\$66.13
				B.Whitman-Tacoma Screw Product-Shop Supplies	
			410-000-000-531-38-31-01	Operational Supplies	\$203.97
				S.Goff-Lightbar-6 LED Headlights & Accessories	
Total 072621-USBank					\$6,308.49
Total EFT Payment 8/19/2021 11:32:28 AM - 6					\$6,308.49
Total US Bank Corporate Payment System					\$6,308.49

Vendor	Number	Reference	Account Number	Description	Amount
WA Assoc. of Building Officials					
	25092			2021 - August - 2nd Council Meeting	
		41531			
			August Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$92.46
				Code Books for COAP Course- M.Sullivan	
		Total 41531			\$92.46
	Total 25092				\$92.46
Total WA Assoc. of Building Officials					\$92.46
Wilbur-Ellis Company					
	EFT Payment 8/19/2021 11:32:28 AM - 7			2021 - August - 2nd Council Meeting	
	14498558				
			July Purchases		
			410-000-000-531-38-31-09	Chemicals	\$65.05
				Aquatic Weed Killer	
		Total 14498558			\$65.05
	Total EFT Payment 8/19/2021 11:32:28 AM - 7				\$65.05
Total Wilbur-Ellis Company					\$65.05
Grand Total		Vendor Count	31		\$454,300.70



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0590 – a motion approving Resolution 21-0590, authorizing the Mayor to execute an ILA between the City of Edgewood and East Pierce Fire & Rescue to illuminate interaction between the two government entities as they cooperate to provide the public fire inspection services	Agenda Item #: 5.E
	For Agenda of: 8/24/2021
	Prepared by: Dave Gray
Attachments (list): - Resolution 21-0590, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF EDGEWOOD AND EAST PIERCE FIRE AND RESCUE 2021 ILA_FireInspection_Edgewood Final	
Approval of Materials: Dave Gray Rachel Pitzel 8/19/2021 Dave Gray 8/19/2021 Daryl Eidinger 8/19/2021	Expenditure Required: None
	Amount Budgeted: None
	Timeline: Study Session August 17, 2021 Regular Council Meeting August 24, 2021

Summary Statement:

The City merged into East Pierce Fire & Rescue District for Emergency Medical and Fire Protection Services. As East Pierce has grown and been able to "staff-up" they have been able to expand their service levels, including the ability to perform "in-jurisdiction" Fire Safety Inspections for the City of Edgewood Businesses and Public and Commercial spaces. The ILA outlines formally how East Pierce, at their expense, will perform these services to the benefit of our community.

Item History:

Study Session, August 17, 2021
 Regular Council Meeting August 24, 2021

Recommended Action:

MOTION to adopt **AB21-0590** – a motion approving Resolution 21-0590, authorizing the Mayor to execute an ILA between the City of Edgewood and East Pierce Fire & Rescue to illuminate interaction between the two government entities as they cooperate to provide the public fire inspection services

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 21-0590

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF EDGEWOOD AND EAST PIERCE FIRE AND RESCUE TO ILLUMINATE INTERACTION BETWEEN THE TWO GOVERNMENT ENTITIES AS THEY COOPERATE TO PROVIDE THE PUBLIC FIRE INSPECTION SERVICES.

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(4); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of promoting fire and life safety education, ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the International Fire Code, as adopted by the City, and of any other law or standard affecting fire safety.

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute the ILA attached hereto and incorporated herein as Exhibit A.

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

ADOPTED THIS 24TH DAY OF AUGUST, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND EAST PIERCE FIRE AND RESCUE RELATED TO FIRE INSPECTION
SERVICES.**

THIS AGREEMENT is made and entered into by and between the City of Edgewood, Washington, a Washington municipal corporation (hereinafter the “City”), and East Pierce Fire and Rescue, a Washington municipal corporation (hereinafter the “District”), who shall hereinafter be collectively referred to as the “Parties”, for purposes of setting forth the terms and conditions for the provision of fire inspection services.

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(4); and

WHEREAS, in the District’s performance of such Fire Inspection Services, the District is required to use the International Fire Code, as adopted by the City pursuant to RCW 35A.12.140 and the City Municipal Code, 15.24.010;

WHEREAS, the District has the authority to perform fire inspections, pursuant to International Fire Code (“IFC”) Section 106.2; and

WHEREAS, the Parties acknowledge that neither state law nor local code confer code enforcement authority upon the District for violations discovered during the District’s inspections (see RCW 52.12.031(7)); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of promoting fire and life safety education, ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the International Fire Code, as adopted by the City, and of any other law or standard affecting fire safety; and

WHEREAS, the District desires to provide such fire inspection services for the consideration described herein; and

WHEREAS, the partnership between the Parties for fire inspections creates benefits for the community and the Parties. These benefits include quality fire and life safety inspections, pre-emergency planning, direct access to structures by first responders and other efficiencies.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to describe the terms and conditions

under which the Parties will cooperate in the provision of fire inspection services within the City.

Section 2. Services to be provided by District. The District agrees to provide the following services, pertaining solely to commercial entities and specifically excluding residential properties, within the City:

A. Inspections.

- 1) **Schedule.** Qualified District personnel will inspect commercial buildings and structures in the City on a reasonable schedule that endeavors to inspect each commercial building no less than annually. When the District or City deems an inspection necessary based upon receipt of a complaint or otherwise becomes aware of circumstances that require an inspection, the District shall inspect the premises or structure within ten (10) days of receipt of such information or complaint.
- 2) **Code Enforcement.** The District shall provide inspection services and provide timely and complete inspection reports to the City for any violations discovered, that are not remedied by the property owner. Thereafter, the City shall be responsible for taking any action to enforce the provisions of the IFC or City code, including bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the IFC and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. The District staff who inspected the property and found it to be in violation shall, upon request by the City, appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC or applicable City code in order to assist the City with enforcing the IFC or local code.
- 3) **Inspection Notices.** The District shall notify property owners and/or occupants prior to conducting inspections in accordance with Section 104 of the IFC. No inspections will be performed without such consent. If the timing of the inspection is inconvenient for either the property owner or occupant, the inspection can be rescheduled to a mutually agreed time. Furthermore, those owners and/ or occupants with a business whose operation may be negatively impacted by an unscheduled inspection may request a scheduled inspection by notifying the District in writing, and the District will try to reasonably accommodate any such requests.

B. Property Owner's Refusal to Allow Inspection. The District shall notify the City's Fire Code Official via email with confirmed receipt of any property owner/occupant refusal to permit a necessary inspection. The District shall take no action to attempt an inspection without permission of the City, if it receives any refusal from a property owner/occupant for a building/structure inspection.

C. Correction Notices. If the District discovers the presence of any condition which would reasonably tend to cause fire or contribute to its spread, or any violation of the

purpose or provisions of the IFC, as adopted by the City, the District shall issue a correction notice to the property owner, the occupant of the structure, and provide a courtesy copy to the City. Such correction notice shall be provided to the property owner and the occupant of the structure in writing within seven (7) days after the inspection. The District agrees to notify the City's Fire Code Official in writing when timely compliance with such correction notices is not achieved. If any condition exists, which in the opinion of the District inspector, warrants immediate action to protect the public health and safety, the emergency correction notice shall be provided to the property owner and occupant within 24 hours of the inspection. The District agrees to notify the City's Fire Code Official within 24 hours of any inspection warranting an emergency correction notice.

D. **Noncompliance with Correction Notice.** If violations are noted during the annual inspection, the District shall issue a correction notice (pursuant to the Edgewood Municipal Code) to the occupant and owner of the premises. At that time, 30 days will be allowed to bring the premises into compliance. If after re-inspection, compliance is not achieved, an additional 15 days may be allowed to bring the premises into compliance. If after initial inspection and/or re-inspection, compliance is not achieved, the District shall notify the City's Fire Code Official via email with confirmed receipt, who will then address the noncompliance through the City's code enforcement process, utilizing the District for information or assistance where necessary. After such notification by the District, the City shall be responsible for taking any further action to enforce the City's code or the IFC related to that property.

Section 3. Reporting and Public Records Requests. All inspection data, including name of inspector(s), identification of all properties inspected, identification of all Correction Notices issued, and identification of all emergency correction notices issued will be reported in the District's database. The District will provide inspection program information to the City upon request. If the City receives a public records request pursuant to Ch. 42.56 RCW for City records in the possession of the District, the District shall cooperate with the City's response and promptly provide responsive records to the City for production.

Section 4. Coordination Meeting. The District and City's Fire Code Official will meet periodically (no less frequently than quarterly) to evaluate inspections, discuss any ongoing code enforcement and discuss efficiencies. These meetings are also intended to foster the relationship between the District and City.

Section 5. Financial Consideration(s). For the services provided through this Agreement and specified in Section 2 and Exhibit A, the City shall remit no compensation. The services enumerated herein shall be performed at no monetary cost to the City.

Section 6. Term.

- A. This Agreement shall commence upon execution of the last-dated signature below.
- B. **Expiration.** This Agreement shall auto-renew each year on January 1st.
- C. **Termination.** The Parties may terminate this Agreement at any time and for any reason, by providing the other party three (3) months' prior written notice.

Section 7. Relationship of Parties. In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Amendment. This covenant is mutually agreed to and applicable to the City in the same manner as applied the District. No property shall be exchanged between the Parties pursuant to this Agreement.

Section 8. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, marital status, 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. This covenant is mutually agreed to and applicable to the City in the same manner as applied to the District.

Section 9. Indemnification.

The District 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 or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

Neither party shall be deemed to be the agent of the other during the performance of this Agreement, and each party hereto shall remain solely liable for its own negligence, errors and omissions.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District. The City's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the City's employees made directly against the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10. Insurance.

- A. The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision of fire inspection services, including the work of the District's employees, agents, officials and officers.
- B. Before beginning work under this Agreement, the District shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
 - 1. Property Damages insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.
 - 2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.
 - 3. Errors and Omissions insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

C. The District is responsible for the payment of any deductible or self-insured retention that is required by any of their respective insurance policies. Each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the state of Washington with protection equal to or greater than that specified herein.

Section 11. Recitals. The Parties understand that the Recitals set forth in this Agreement are for convenience only.

Section 12. Disputes, Venue, and Attorney's Fees. 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. In any action brought to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred by the prevailing party.

Section 13. Nonwaiver 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 any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; and the same shall be and remain in full force and effect.

Section 14. Entire Agreement. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence, and communication between the parties with respect to the subject matter contained herein. No amendment, alteration, change or modification to this Agreement will be effective unless it is in writing and properly signed

by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the last date indicated below:

**THE CITY OF EDGEWOOD
RESCUE**

**EAST PIERCE FIRE AND
RESCUE**

By _____
Daryl Eidinger, Mayor DATE

Chair DATE

Commissioner DATE

Commissioner DATE

Commissioner DATE

Commissioner DATE

Notice shall be sent to:

The City of Edgewood
Attn: Darren Groth, CED Director
2224 104th Ave E.
Edgewood, WA 98372-1513

East Pierce Fire and Rescue
Attn: Fire Chief
18421 Veterans Memorial Dr. E.
Bonney Lake, WA 98391

ATTEST:

Rachel Pitzel, City Clerk

District Secretary

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney

Eric Quinn, District Attorney



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0591 – a motion approving Resolution 21-0591, authorizing the Mayor to execute a personal services agreement with Retail Strategies LLC to enhance the success of the City's Economic Development Strategic Plan	Agenda Item #: 5.F
	For Agenda of: 8/24/2021
	Prepared by: Dave Gray
Attachments (list): 1. RESOLUTION NO. 21.0591, AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH RETAIL STRATEGIES LLC 2. Retail Strategies - Edgewood, WA Executed PSA 3. 2021 Retail Strategies Personal Services Agreement Exhibit A Scope of Work	
Approval of Materials: Dave Gray Rachel Pitzel 8/19/2021 Dave Gray 8/19/2021 Daryl Eidinger 8/19/2021	Expenditure Required: \$50,000 for less than a three year initial committment, per year or \$45,000 per year with a three-year initial committment.
	Amount Budgeted: The marketing budget was set at \$75,000 for 2021. \$50,000 was set aside for Buxton or another similar consultant effort and \$25,000 for internal marketing efforts by staff and/or the EDAB.
	Timeline: EDAB meeting discussion, July 2021 meeting discussion; August 2021 meeting discussion Council Study Session, August 17, 2021: Presentation & General Discussion Council Regular Meeting, August 24, 2021: Potential Council Action

Summary Statement:

The Mayor determined we would not ask the Council to extend our engagement with Buxton, believing we have gained the benefit of our three-year data mining and demoigraphic management effort and determining with EDAB, staff and discussions with Retail Strategies...our next best effort is to utilize the data and expertise we've gained to focus our efforts on connecting property owners with the commercial real estate industry and the developers connected to those retailers identified by Buxton as potential candidates, that Council, with input from EDAB, Staff and the Community have interest in attracting. In short...connect those with the dirt to those who will build on it for those who will stand up retail businesses in the City.

Item History:

Recommended Action:

MOTION to adopt **AB21-0591** – a motion approving Resolution 21-0591, authorizing the Mayor to execute a personal services agreement with Retail Strategies LLC to enhance the success of the City's Economic Development Strategic Plan

Fiscal Note/Consideration:

RESOLUTION NO. 21-0591

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH RETAIL STRATEGIES LLC TO ENHANCE THE SUCCESS OF THE CITY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN

WHEREAS, the City of Edgewood has an interest in attracting targeted retail development to locate within the jurisdiction to fulfill community need and demand, as well as to help develop balanced growth between residential, commercial, and industrial activities; and

WHEREAS, said balanced growth not only promotes local satisfaction and enjoyment by helping develop a community with readily available and accessible goods and services, but also promotes a balanced City revenue stream as a result of “balancing the rooftops” thereby ensuring stability for the City to provide services needed and demanded by the community; and

WHEREAS, said balancing may improve the equitable distribution of the cost of providing City services by placing taxing burden on businesses who serve residents and non-residents coming to or through the community.

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

Section 1. Agreement Authorized. The Mayor is authorized to execute a Personal Services Agreement with Retail Strategies, LLC, attached hereto and incorporated herein as Exhibit A.

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

ADOPTED THIS 24TH DAY OF AUGUST, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

EXHIBIT A
CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 25th day of August, 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 Eidinger Phone: 253-952-3299 Fax: 253-952-3537

and Retail Strategies, a Limited Liability Company, organized under the laws of the State of Alabama, doing business at:

Retail Strategies, LLC (hereinafter the “CONSULTANT”)
2200 Magnolia Ave, Suite 100
Birmingham, AL 35205
(205) 314.0386 info@retailstrategies.com www.retailstrategies.com

for personal services in connection with the following Project:

On-Going Retail Attraction and Matching Effort Seeding Retail Expansion in the City of Edgewood, Washington.

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.

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 the date of mutual execution (“Commencement Date”) and shall terminate three years from the Commencement Date unless extended or terminated in writing as provided herein.

4. Compensation.

The City will pay the Consultant at the commencement of this agreement, the sum of Forty-Five Thousand Dollars (\$45,000) with two additional payments of Forty-Five Thousand Dollars (\$45,000) on the anniversary of the commencement date for two consecutive years, subject to the other provisions of this agreement. Consultant may be reimbursed for reasonable and necessary out of pocket or travel costs incurred in the performance of this Agreement in excess of those identified as included in the annual flat fee identified in Exhibit A, only if approved in advance by the City. In the event this agreement is terminated Consultant shall reimburse the City on a prorated basis from the date of termination, all prepaid annual fees within thirty (30) days of notification of termination and Consultant shall not be entitled to any reallocation of cost, profit, or overhead.

5. Payment.

A. All invoices for reimbursements 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.

B. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold the next annual fee payment and/or any pending expense reimbursement until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Edgewood business license prior to performing any work under this Agreement.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the 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

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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, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-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.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 30 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. 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.

2. *Default.* 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.

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

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

9. 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.

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10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of 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.

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

12. Indemnification. Except as provided in Section 13.A. (below), 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.

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

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

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

A. Limitation of Liability. The Consultant's liability and indemnification of the City under the terms of this Agreement shall be limited to the coverage provided by the insurance as required by the Agreement, as well as limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

C. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

D. Other Insurance Provisions

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

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

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E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant 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 Consultant before commencement of the work.

G. Notice of Cancellation.

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

H. Failure to Maintain Insurance.

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

I. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

14. 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.

15. 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:

City of Edgewood
Daryl Eidinger, Mayor
2224 - 104th Avenue E.
Edgewood, WA 98372
finance@cityofedgewood.org

Retail Strategies, LLC
Attn: Robert Jolly, CEO
2200 Magnolia Ave South, Suite 100
Birmingham, AL 35205
info@retailstrategies.com

(253) 952.3299

(205) 314.0386

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

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

17. General Provisions.

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

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

RETAIL STRATEGIES, LLC

By: _____
Daryl Eidinger
Mayor

By: _____
Robert Jolly
CEO

Date: _____

Date: 8/18/2021

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

EXHIBIT A

I. CONSULTANT AGREEMENT SCOPE OF WORK

This section outlines what Retail Strategies (the “consultant”) will provide to the City of Edgewood (the “client”).

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0610 – a motion adopting Ordinance 21-0610, correcting boundaries within the General Sewer Plan	Agenda Item #: 6.A
	For Agenda of: 8/24/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. Ordinance 21-0610 - GSP Map update	
Approval of Materials: Jeremy Metzler	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 08/24/2021 RCM

Summary Statement:

Council authorized a contract with Gray & Osborne, Inc. (G&O) to update the City's General Sewer Plan (GSP) in August 2019 by Resolution 19-0470. Staff has been working with G&O since that date to collect data, analyze tributary basins, and evaluate the existing system's capacity. We have confirmed the existing system has capacity to serve all of the Phase 1 area as presently mapped, as well as portions of Phase 2. While it has taken longer than anticipated, Staff continues working with G&O on the updated GSP draft, is working with adjacent agencies to confirm availability and capacity in their systems to serve portions of Edgewood, and hope to have something for review soon.

During the process of updating the GSP, staff also discovered several parcels adjacent to the Phase 1 service area have been rezoned since the service area map was originally generated, now being zoned either SF-5, C or MUR, and development of these parcels is significantly hindered by the present lack of sewer availability. Therefore, as capacity exists, staff proposes amending the Phase 1 service area map to include these parcels. Attached is the proposed ordinance for said map change. The Council held a public hearing on this item at the last regular meeting, where no public comments were received.

Item History:

05/04/2021 SS
08/03/2021 SS
08/10/2021 RCM PH
08/17/2021 SS

Recommended Action:

MOTION to adopt **AB21-0610** – a motion adopting Ordinance 21-0610, correcting boundaries within the General Sewer Plan

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 21-0610

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, CORRECTING BOUNDARIES WITHIN THE GENERAL SEWER PLAN, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to RCW 35.67.030, the City has adopted a General Sewer Plan (“GSP”); and

WHEREAS, the GSP, Chapter 11.30 of the Edgewood Municipal Code, and the City’s Comprehensive Plan provide for a phased approach to the provision of sewer service within the City of Edgewood; and

WHEREAS, the City’s 2015 Comprehensive Plan identifies that the Phase I sewer service area is intended for those “parcels along Meridian Ave E and along 24th Street East that are likely to ...require sewer service before other areas within the City, based on their zoning designations;” and

WHEREAS, the City has discovered that the Phase I boundaries within the GSP are inconsistent with the boundaries the zoning districts that were established in 2015 with the adoption of the City’s current Comprehensive Plan and concurrent rezoning effort; and

WHEREAS, City Staff has prepared a correction to the GSP maps to establish a Phase I boundary consistent with the City’s established zoning districts; and

WHEREAS, there are two properties immediately north and south of 24th Street East, at or near the intersection of 24th Street East and 110th Avenue East that are currently being provided sewer service and therefore, should be included within the GSP Phase I boundaries to accurately reflect the actual status of these properties; and

WHEREAS, the City has sufficient sewer capacity to serve the entire area within the current zoning districts, for inclusion within GSP Phase I boundaries as proposed to be corrected; and

WHEREAS, the City reviewed the existing determination of nonsignificance (DNS) and environmental analysis from the Edgewood General Sewer Plan, issued April 23, 2007, and determined that the document meets the City’s current environmental review needs for amending the Phase I sewer service area map for consistency and does not substantially change the environmental analysis, and therefore adopted the existing threshold determination and issued a DNS adoption/addendum on July 26, 2021; and

WHEREAS, the City held a public hearing on the proposed map corrections on August 10, 2021; and

WHEREAS, the City Council of the City of Edgewood finds it in the interest of the public health and safety to amend the City's General Sewer Plan to correct the Phase I boundaries;

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

Section 1. General Sewer Plan, Phase I Boundaries, Corrected. The City of Edgewood General Sewer Plan is hereby corrected to replace Figures ES-1, ES-2, and ES-3 as shown in the attached Exhibit A, which is adopted and incorporated by reference.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 24TH DAY OF AUGUST, 2021

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



City Attorney, Ann Marie J. Soto

Date of Publication: August 26, 2021

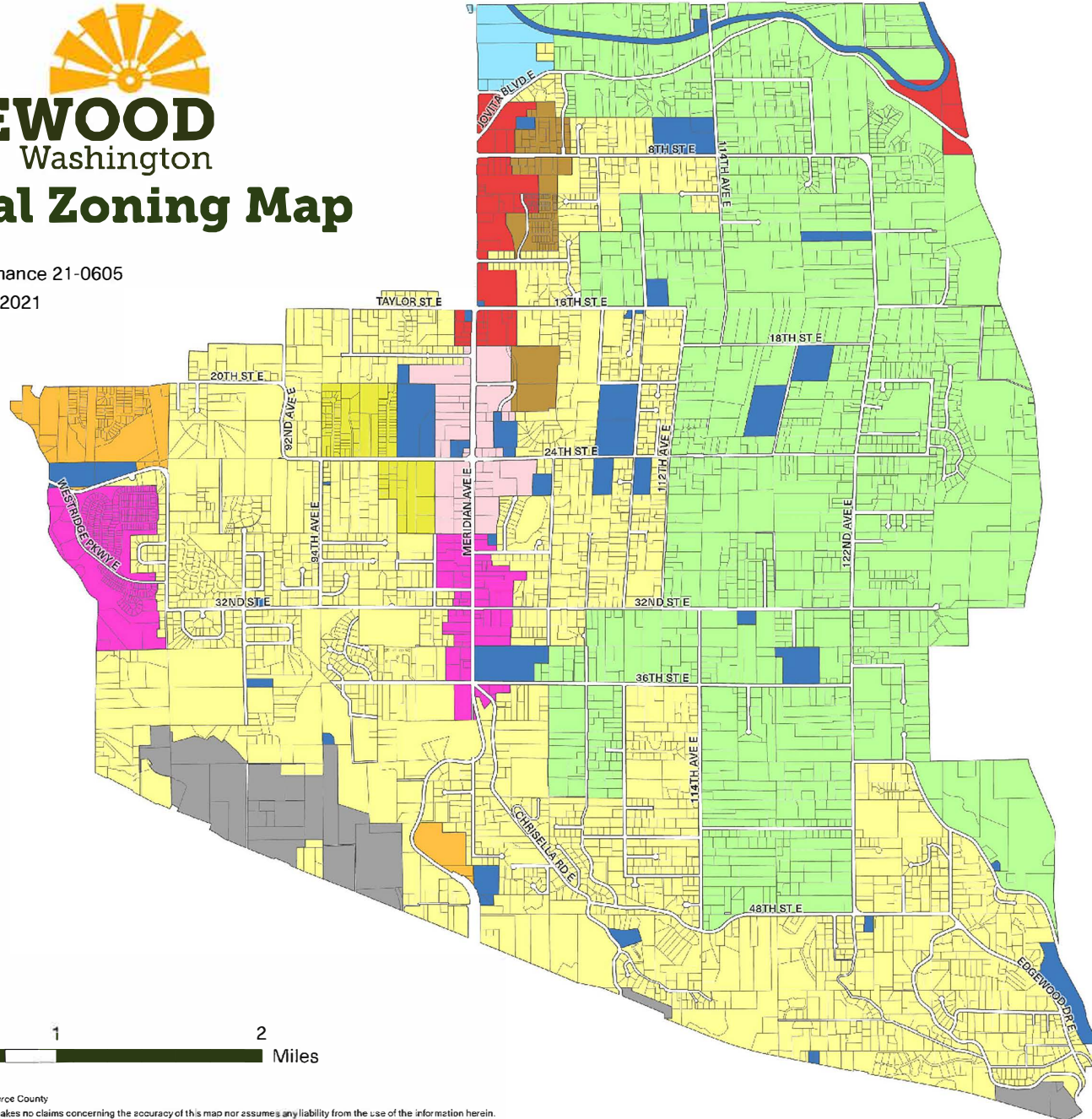
Effective Date: August 31, 2021

Exhibit A
Replacement Figures ES-1, ES-2 and ES-3

Figure ES-1
Zoning

EDGEWOOD
Washington
Official Zoning Map

Amended by Ordinance 21-0605
Effective April 20, 2021



Legend

Current Zoning

-  Single Family 2
-  Single Family 3
-  Single Family 5
-  Commercial
-  Mixed Residential 1
-  Mixed Residential 2
-  Mixed Use Residential
-  Town Center
-  Business Park
-  Industrial
-  Public



0 0.5 1 2 Miles

Data Sources: City of Edgewood, Pierce County
Disclaimer: The City of Edgewood makes no claims concerning the accuracy of this map nor assumes any liability from the use of the information herein.

Figure ES-2
Phase 1 Core Area (Lakehaven)

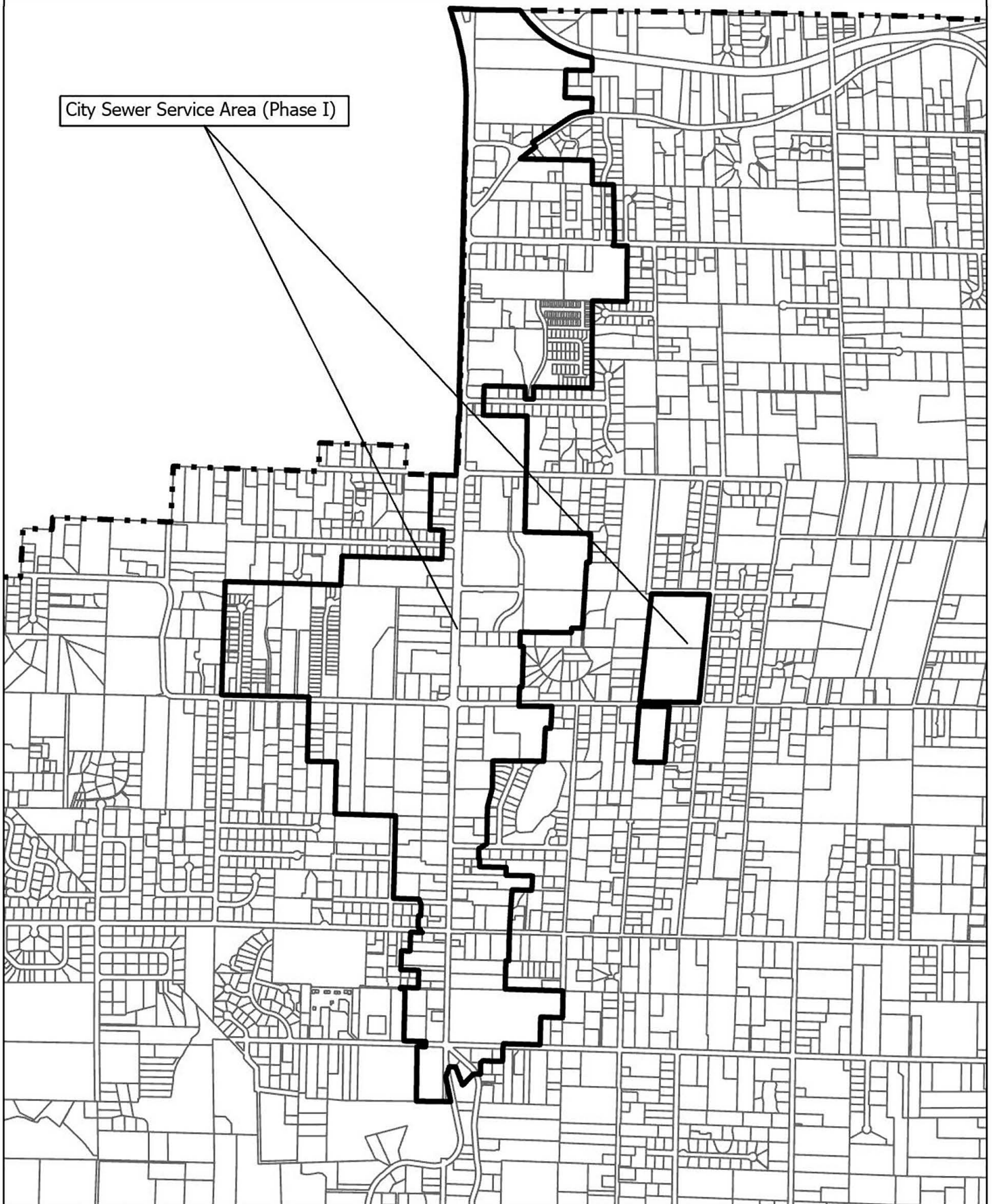
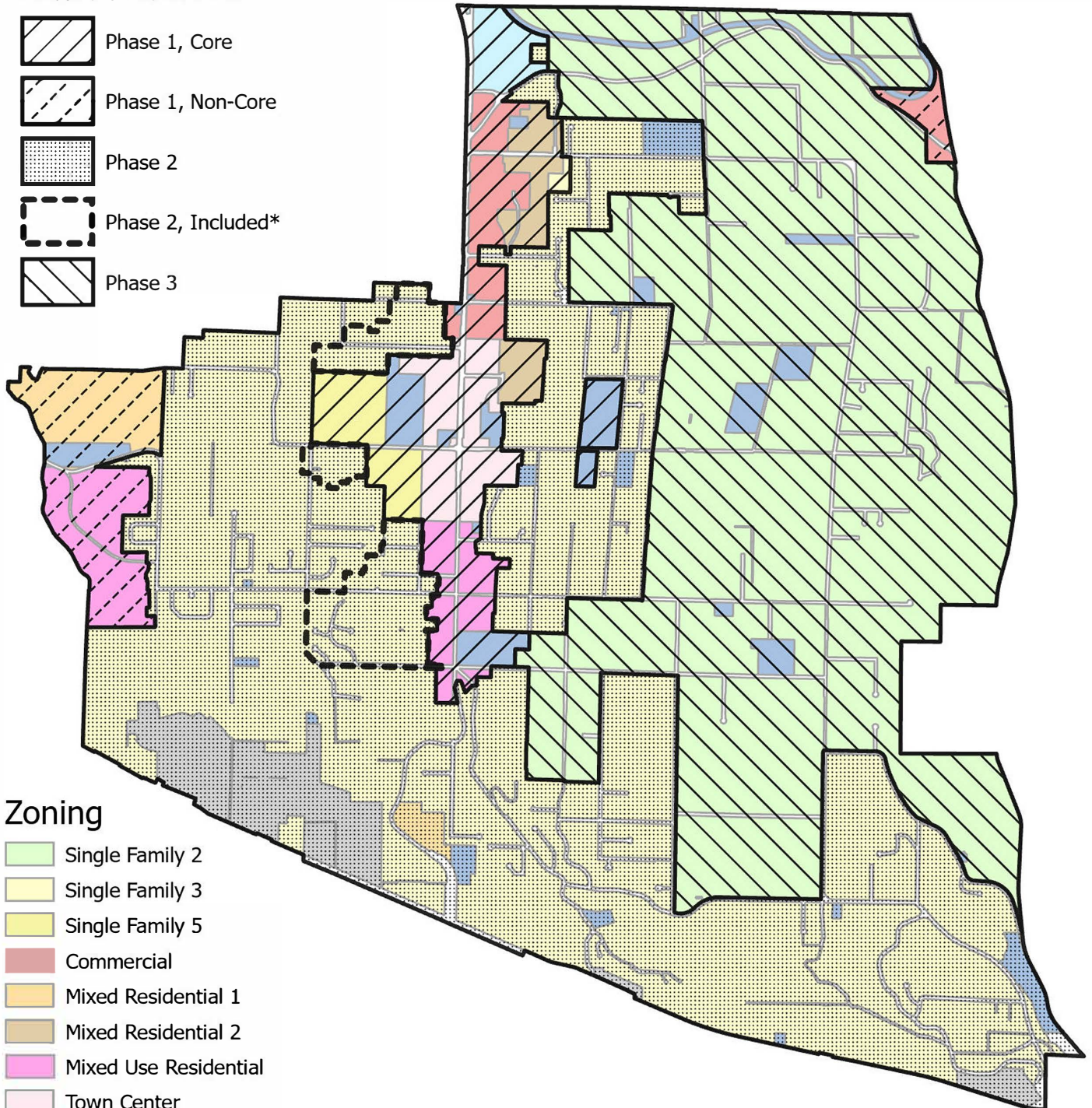


Figure ES-3
Sewer Planning Areas
and Land Use Map



Sewer Phases 2021

-  Phase 1, Core
-  Phase 1, Non-Core
-  Phase 2
-  Phase 2, Included*
-  Phase 3



Zoning

-  Single Family 2
-  Single Family 3
-  Single Family 5
-  Commercial
-  Mixed Residential 1
-  Mixed Residential 2
-  Mixed Use Residential
-  Town Center
-  Business Park
-  Industrial
-  Public

*Included in Phase I Core Area Schematic System Calculations.

Note: The calculations for the schematic sewer sizing are based solely on the Phase I Core Area and the portions of Phase II as indicated. All other areas are excluded from the Phase I Core area schematic sewer system calculations.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0592 – a motion approving Resolution 21-0592, authorizing the mayor to sign into a first amendment to the Interlocal Agreement with Lakehaven Water and Sewer District	Agenda Item #:
	For Agenda of: 8/24/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 21.0592, Authorizing the mayor to sign into a first amendment to the Interlocal Agreement with Lakehaven Water and Sewer District 2. First amendment to ILA between City and LWSD	
Approval of Materials: Jeremy Metzler Rachel Pitzel 8/19/2021 Dave Gray 8/19/2021 Daryl Eidinger 8/19/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 08/24/2021 RCM

Summary Statement:

Council authorized a contract with Gray & Osborne, Inc. (G&O) to update the City's General Sewer Plan (GSP) in August 2019 by Resolution 19-0470. Staff has been working with G&O since that date to collect data, analyze tributary basins, and evaluate the existing system's capacity. We have confirmed the existing system has capacity to serve all of the Phase 1 area as presently mapped, as well as portions of Phase 2. While it has taken longer than anticipated, Staff continues working with G&O on the updated GSP draft, is working with adjacent agencies to confirm availability and capacity in their systems to serve portions of Edgewood, and hope to have something for review soon.

During the process of updating the GSP, staff also discovered several parcels adjacent to the Phase 1 service area have been rezoned since the service area map was originally generated, now being zoned either SF-5, C or MUR, and development of these parcels is significantly hindered by the present lack of sewer availability. Therefore, as capacity exists, staff proposes amending the Phase 1 service area map to include these parcels. To accompany the ordinance considered earlier on tonight's agenda, attached is a resolution authorizing an amendment to the Interlocal Agreement (ILA) with Lakehaven Water & Sewer. Lakehaven Staff is bringing the same amendment to their Board for consideration and action. The Council held a public hearing on this item at the last regular meeting, where no public comments were received.

Item History:

08/03/2021 SS

08/10/2021 RCM PH

08/17/2021 SS

Recommended Action:

MOTION to adopt **AB21-0592** – a motion approving Resolution 21-0592, authorizing the mayor to sign into a first amendment to the Interlocal Agreement with Lakehaven Water and Sewer District

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 21-0592

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN INTO A FIRST
AMENDMENT TO THE INTERLOCAL AGREEMENT
WITH LAKEHAVEN WATER AND SEWER DISTRICT**

WHEREAS, on January 23, 2007, the City of Edgewood (“City”) and Lakehaven Water and Sewer District (“Lakehaven” or “District”) executed an Interlocal Agreement pursuant to RCW Ch. 39.34 (“ILA”); and

WHEREAS, the City and the District now desire to amend the ILA to revise Exhibit C-1 of the ILA, depicting the City’s Sewer Service Area—Phase 1;

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

Section 1. The Mayor is hereby authorized to sign the First Amendment to the Interlocal Agreement between the City of Edgewood and Lakehaven Water and Sewer District, in substantially the same form as attached to this resolution and incorporated herein as Exhibit A.

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

ADOPTED THIS 24TH DAY OF AUGUST, 2021.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

First Amendment to Interlocal Agreement Between City of Edgewood
and Lakehaven Water and Sewer District

**FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF EDGEWOOD AND
LAKEHAVEN WATER AND SEWER DISTRICT**

WHEREAS, the City of Edgewood (“City” or “Edgewood”) and the Lakehaven Water and Sewer District (“LWSD” or “District”) entered into an Interlocal Agreement pursuant to RCW Ch. 39.34 dated January 23, 2007 (“ILA”); and

WHEREAS, the ILA established the terms and conditions under which the LWSD accepts, conveys, and treats sewage from residential and non-residential property lying within the City; and

WHEREAS, the parties desires to amend the ILA through this First Amendment to the ILA (“First Amendment”);

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, COVENANTS, AND AGREEMENTS CONTAINED IN THE INTERLOCAL AGREEMENT, THE PARTIES FURTHER AGREE AS FOLLOWS:

- A. Exhibit C of the ILA is hereby superseded and replaced with Exhibit C-1 attached to this First Amendment and incorporated herein by reference.
- B. All other terms of the ILA remain unchanged and enforceable. In the case of any conflict between the terms of the ILA and this First Amendment, the provisions of this First Amendment shall control.

IN WITNESS THEREOF, the Parties have caused this First Amendment to be executed this ____ day of _____, 2021.

CITY OF EDGEWOOD

LAKEHAVEN WATER AND SEWER
DISTRICT

By: _____

By: _____

Its: Mayor, Daryl Eidinger

Printed Name: _____

Its: _____

Date: _____

Date: _____

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney, Ann Marie Soto

General Counsel, Steven H. Pritchett

Exhibit C-1

