CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA

Tuesday, December 28, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PRESENTATION

A. Swearing in of Newly Elected Councilmembers (Terms beginning January 1, 2022)

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. Regular City Council Meeting Minutes of December 14, 2021

B. Study Session Meeting Minutes of December 21, 2021

C. **AB21-065** – a motion approving December 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 $144,933.88; and Vendor Check Numbers 25253 through 25270 with EFT and Direct Pay Payments in the amount of $219,122.63. Total distributions submitted for review and authorization in the amount of $364,056.51

D. **AB21-0609** – a motion approving Resolution 21-0609 to segregate original assessments under Local Improvement District No. 1 pursuant to section 35.44.410 of the Revised Code of Washington

6. COUNCIL BUSINESS

A. **AB21-0607** – a motion approving Resolution 21-0607, authorizing the execution of a purchase service agreement for HVAC Maintenance

B. **AB21-0608** – a motion approving Resolution 21-0608 authorizing the Mayor to enter into a professional services agreement with Sound Law Center, LLC for Hearing Examiner Services

C. **AB21-0617** – a motion adopting Ordinance 21-0617 relating to Traffic Impact Fees, establishing an updated Traffic Impact Fee schedule, based on a Traffic Impact Fee program report published in October 2021 by Transpo Group

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.

1 CALL TO ORDER

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

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember West, Councilmember Day, Councilmember Christopherson, Councilmember Wise, Councilmember Tomyn, 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, Police Chief Mark Berry.

2 PUBLIC HEARING

A. **AB21-057 - Public Hearing** - Meridian Avenue E. Sewer Extension Assessment Reimbursement Area

Mayor Eidinger read the rules of the public hearing into the record, and opened the public hearing at 7:02pm. Public Works Director Metzler briefed Council and those in attendance on the topic. Jonathon West spoke. Mayor Eidinger closed the public hearing at 7:07pm

3 AUDIENCE COMMENT

There were no public comments.

4 MAYOR'S REPORT

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

5 CONSENT AGENDA:

A. Regular City Council Meeting Minutes of November 23, 2021

B. Study Session Meeting Minutes of November 30, 2021

C. Study Session Meeting Minutes of December 7, 2021

D. Review of Board/Commission Minutes

E. **AB21-058 -** a motion approving December 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of $193,575.33; and Vendor Check Numbers 25220 through 25253 with EFT and Direct Pay Payments in the amount of $1,097,525.44. Total distributions submitted for review and authorization in the amount of $1,291,100.77

F. **AB21-059** - a motion to approve Change Order #8 for the 24th & Meridian Sidewalk Gaps project

G. **AB21-060** - a motion to approve the purchase order for two Kyocera copiers

H. **AB21-061** - a motion to approve the vehicle purchase of a 2021 Ford Ranger 4WD under purchase order number 2021069
Motion: As read, **Action:** Approve, **Moved by** Councilmember Wise **Seconded by** Councilmember Tomyn, **Motion Passed 7-0**

6 COUNCIL BUSINESS

A. **AB21-062** - Parks and Recreation Advisory Board (PRAB) Appointment
A motion confirming the Mayoral appointment of Stacie Farmer to the Parks and Recreation Advisory Board, position 2, with a term ending September 30, 2023.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Tomyn, **Seconded by** Councilmember West, **Motion Passed 7-0**

B. **AB21-063 -** Salary Commission Appointment and Re-Appointments
A motion confirming the Mayoral appointment of Gary Lent to Position No. 5 of the Salary Commission with a term ending December 31, 2024, and the reappointment of Shelly Osmonson, Position No. 1, and Jason Neil, Position No. 4 with terms ending December 31, 2024.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Wise, **Seconded by** Deputy Mayor Creley, **Motion Passed 7-0**

C. **AB21-064 -** Code Enforcement Board Re-Appointments
Confirming the Mayoral appointment of Kenneth Farthing to Position No. 2 of the Economic Development Advisory Board, and allowing Position No. 4 (alternate) to become vacant and enabling the recruitment of the alternate position with both position terms ending December 31, 2024
Motion: As read, **Action**: Approve, **Moved by** Councilmember Tomyn, **Seconded by** Councilmember Wise, **Motion Passed 7-0**

D. **AB21-0619,** a motion adopting Ordinance No. 21-0619, Bridge Point Rezone to Industrial #21-1402
Senior Planner Megan Dorner presented this item to council for review.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Lowry, **Seconded by** Councilmember Christopherson, **Motion Passed 7-0**

E. **AB21-0620** - a motion adopting Ordinance No. 21-0620, amending the Budget for the 2021 Fiscal Year
Assistant City Administrator Gray gave a brief overview of this agenda item.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Day, **Seconded by** Councilmember Wise, **Motion Passed 7-0**

F. **AB21-0621** - a motion adopting Ordinance No. 21-0621, adopting the budget

and salary schedule for the 2022 Fiscal Year

Assistant City Administrator Gray was briefed on this agenda topic.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Wise, **Seconded by** Councilmember Christopherson, **Motion Passed 7-0**

7 COUNCIL COMMENTS

Councilmember West spoke.
Councilmember Day spoke.

8 ADJOURN

Mayor Eidinger adjourned the meeting at 7:35pm.

Jill S. Herrera	Daryl Eidinger
Communications Coordinator / Deputy City Clerk	Mayor

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 Day, Councilmember Christopherson (arrived at 7:14pm), Councilmember Wise, Councilmember Tomyn, 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, Police Chief Mark Berry.

2 COUNCIL BUSINESS

A. Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)
Councilmember Tomyn updated on future presentations expected in the new year.

B. Discussion - Development Review
Building Official Tumelson presented to the Council regarding development statistics.

C. Discussion - Resolution - Hearing Examiner Selection
Community and Economic Development Director Groth gave a brief backstory on this agenda item, outlining the need for it.

D. Discussion - Resolution - Addendum to McKinstry HVAC Agreement
IT Director Matthew Ray discussed this agenda item. Council suggested revisions and staff agreed to bring those back under regular business at the December 28, 2021 meeting. Councilmember Christopherson joined the meeting.

E. Discussion - Ordinance - Traffic Impact Fees
Public Works Director Metzler briefed Council on this item, reviewing the previously provided two scenarios. Discussion then ensued between Council and staff.

F. Discussion - Resolution - Edgemont Playground Equipment
Public Works Director Metzler brought this agenda item back for review and discussion.

G. Discussion - Resolution - Stokes LID Segregation
Assistant City Administrator Gray reviewed this agenda item and Community and Economic Development Director Groth answered Council questions.

3 OTHER COUNCIL ITEMS

Mayor Eidinger spoke.
Councilmember Tomyn spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 7:53pm.

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB21-065** – a motion approving December 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 $144,933.88; and Vendor Check Numbers 25253 through 25270 with EFT and Direct Pay Payments in the amount of $219,122.63. Total distributions submitted for review and authorization in the amount of $364,056.51	**Agenda Item #:** **For Agenda of: 12/28/2021** **Prepared by: Stephanie Goff**

Attachments (list):

1. 122821 Claims Register
2. 122821 Voucher Directory

Approval of Materials: Stephanie Goff Jill Schwerzler-Herrera 12/22/2021 Dave Gray 12/22/2021	**Expenditure Required:** $364,056.51 **Amount Budgeted:** $364,056.51 **Timeline:** N/A

Summary Statement:
Approving December 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 $144,933.88; and Vendor Check Numbers 25253 through 25270 with EFT and Direct Pay Payments in the amount of $219,122.63. Total distributions submitted for review and authorization in the amount of $364,056.51

Item History:
N/A

Recommended Action:
MOTION to adopt AB21-065 – a motion approving December 2021 Budget as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2021

December 28th 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 12/15/2021	Deferred Compensation Program	12/15/2021		$16,347.20
Direct Deposit Run -	Payroll Vendor	12/15/2021		$90,876.09
DRS EFT 12/15/2021	Dept of Retirement Systems	12/15/2021		$20,332.60
DSHS-DCS EFT	WA State Support Registry	12/15/2021		$769.00
IRS 941 EFT	IRS 941	12/15/2021		$16,608.99
			Total	**$144,933.88**

Number	Name	Print Date	Amount
	CLAIM VOUCHER ACCOUNT DISTRIBUTION		
25253	**Last Number Issued Previous Authorization**		
25254	AHBL	12/28/2021	$5,150.00
25255	Archterra Landscape Services	12/28/2021	$5,280.00
25256	Berger Partnership	12/28/2021	$4,385.40
25257	City of Edgewood	12/28/2021	$3,235.49
25258	Department of Transportation	12/28/2021	$153.67
25259	First American Title Insurance Company	12/28/2021	$3,408.02
25260	Herrera Environmental Consultants, Inc.	12/28/2021	$3,248.59
25261	LONG Building Technologies, Inc.	12/28/2021	$12,091.20
25262	Motorola Solutions, Inc.	12/28/2021	$5,581.07
25263	Office Depot	12/28/2021	$268.94
25264	Pierce County Budget & Finance PW	12/28/2021	$89,213.27
25265	Randles Sand & Gravel Inc.	12/28/2021	$933.72
25266	Azure Northwest LLC	12/28/2021	$2,420.00
25267	Six Robblees' Inc	12/28/2021	$13.57
25268	Sound Employment Solutions, LLC	12/28/2021	$1,200.00
25269	Sterling Automotive Service	12/28/2021	$71.67
25270	Traffic Management, Inc.	12/28/2021	$1,327.75
Direct Pay Payment	Amazon Capital Services	12/28/2021	$1,324.32
Direct Pay Payment	Transpo Group	12/28/2021	$23,118.75
Direct Pay Payment	Bush, Roed & Hitchings, Inc.	12/28/2021	$8,267.00
Direct Pay Payment	CDW Government	12/28/2021	$2,082.30
Direct Pay Payment	Consolidated Press	12/28/2021	$1,957.12
Direct Pay Payment	Kyocera Document Solutions NW	12/28/2021	$804.44
Direct Pay Payment	Madrona Law Group, PLLC	12/28/2021	$17,082.00
Direct Pay Payment	McClatchy Company LLC	12/28/2021	$1,399.60
Direct Pay Payment	McKinstry Co, LLC	12/28/2021	$1,003.75
Direct Pay Payment	SCJ Alliance	12/28/2021	$12,785.44
EFT Payment	Grainger	12/28/2021	$372.94
EFT Payment	McLendon Hardware-Blue Tarp Credit Services	12/28/2021	$673.40
EFT Payment	Mt. View-Edgewood Water Co.	12/28/2021	$277.96
EFT Payment	Puget Sound Energy	12/28/2021	$5,090.01
EFT Payment	The Reinalt-Thomas Corp DBA Discount Tire	12/28/2021	$1,582.04
EFT Payment	US Bank Corporate Payment System	12/28/2021	$3,011.31
EFT Payment	US Bank ACH/EFT	12/28/2021	$307.89
Total Claims Voucher Distribution			**$219,122.63**
Total Distribution Submitted for Review & Authorization			$364,056.51
Authorization Adjustments:			
Total Distribution Net of Prior Authorized Adjustments			**$364,056.51**

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 - December
Council Date: : 2021 - December - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
AHBL					
	25254		**2021 - December - 2nd Council Meeting**		
		129212			
			10/26-11/25/21 Prologis Review		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	$1,775.00
			Prologis Review		
		Total 129212			**$1,775.00**
		129213			
			10/26-11/25/21 Edgewood Town Center Plan		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	$1,675.00
			Edgewood Town Center Plan		
		Total 129213			**$1,675.00**
		129214			
			10/26-11/25/21 Bridge Review		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	$1,700.00
			Bridge Review		
		Total 129214			**$1,700.00**
	Total 25254				**$5,150.00**
Total AHBL					**$5,150.00**
Amazon Capital Services					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 1		**2021 - December - 2nd Council Meeting**		
		133C-QW79-YR6T			
			November Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	$851.33
			Paper, Ink, Light Bulbs, Digital Photo Frames,		
			410-000-000-531-38-35-05	Equipment - Surface Water	$472.99
			Weather Station		
		Total 133C-QW79-YR6T			**$1,324.32**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 1				**$1,324.32**
Total Amazon Capital Services					**$1,324.32**

Vendor	Number	Reference	Account Number	Description	Amount
Archterra Landscape Services					
	25255		**2021 - December - 2nd Council Meeting**		
		13121			
			December Services		
			410-000-000-531-38-41-04	Storm Drainage-Ponds Maint	$5,280.00
			PO# 2021067- Retention Pond Clean Up		
		Total 13121			**$5,280.00**
	Total 25255				**$5,280.00**
Total Archterra Landscape Services					**$5,280.00**
Berger Partnership					
	25256		**2021 - December - 2nd Council Meeting**		
		34155			
			Prj. 20195029.00 36th & Meridian Ph 1		
			310-000-000-594-76-41-03	Professional Svs.-Property	$4,385.40
			36th & Meridian Park		
		Total 34155			**$4,385.40**
	Total 25256				**$4,385.40**
Total Berger Partnership					**$4,385.40**
Bush, Roed & Hitchings, Inc.					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 2		**2021 - December - 2nd Council Meeting**		
		366846			
			Job No. 2021193.00 - November Invoice		
			340-000-000-595-69-63-01	Pedestrian & Traffic Safety Improvements	$8,267.00
			Meridian Avenue Project		
		Total 366846			**$8,267.00**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 2				**$8,267.00**
Total Bush, Roed & Hitchings, Inc.					**$8,267.00**
CDW Government					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 3		**2021 - December - 2nd Council Meeting**		
		P518509			
			December Purchases		
			001-018-000-518-85-49-03	Computer Subscriptions	$2,082.30
			PO# 2021066- Cisco Direct Duo Access		
		Total P518509			**$2,082.30**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 3				**$2,082.30**
Total CDW Government					**$2,082.30**

Vendor	Number	Reference	Account Number	Description	Amount
City of Edgewood					
	25257		**2021 - December - 2nd Council Meeting**		
		122121-COE			
			Permit 21-1627		
			310-000-000-594-76-61-10	Permit Fees	$3,235.49
				Permit 21-1627: City of Edgewood Community Park Playground	
		Total 122121-COE			**$3,235.49**
	Total 25257				**$3,235.49**
Total City of Edgewood					**$3,235.49**
Consolidated Press					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 4		**2021 - December - 2nd Council Meeting**		
		28282*			
			Winter 2021 Magazine		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	($1,170.00)
				Credit from Fall 2021 Magazine (overpaid postage)	
			001-018-000-518-20-49-05	Printing & Binding-Magazine	$3,127.12
				Winter 2021 Magazine	
		Total 28282*			**$1,957.12**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 4				**$1,957.12**
Total Consolidated Press					**$1,957.12**
Department of Transportation					
	25258		**2021 - December - 2nd Council Meeting**		
		RE-313-ATB11213084			
			November Svcs Emerald St. Signal Improvements		
			340-000-000-595-64-63-01	Traffic Control Devices-Other Improvements	$153.67
				Emerald St. Signal Improvements	
		Total RE-313-ATB11213084			**$153.67**
	Total 25258				**$153.67**
Total Department of Transportation					**$153.67**
First American Title Insurance Company					
	25259		**2021 - December - 2nd Council Meeting**		
		ETN 4581699			
			Refund Dup Excise Tax Pmt		
			130-000-000-318-34-00-01	Real Estate Excise Tax (REET1)	$1,704.01
				Refund Duplicate Excise Tax Rec'd from County-Parcel 6026881080	
			132-000-000-318-34-00-01	Real Estate Excise Tax (REET 2)	$1,704.01
				Refund Duplicate Excise Tax Rec'd from County-Parcel 6026881080	
		Total ETN 4581699			**$3,408.02**
	Total 25259				**$3,408.02**
Total First American Title Insurance Company					**$3,408.02**

Vendor	Number	Reference	Account Number	Description	Amount
Grainger					
	EFT Payment 12/22/2021 10:27:54 AM - 1		**2021 - December - 2nd Council Meeting**		
		9140000846			
			December Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$10.20
				Plumbing Parts- Restroom at Interurban Trail	
		Total 9140000846			**$10.20**
		9140000853			
			December Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$14.66
				Plumbing Parts- Restroom at Interurban Trail	
		Total 9140000853			**$14.66**
		9140000861			
			December Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$348.08
				Garbage Cans/Base- City Hall Campus	
		Total 9140000861			**$348.08**
	Total EFT Payment 12/22/2021 10:27:54 AM - 1				**$372.94**
Total Grainger					**$372.94**
Herrera Environmental Consultants, Inc.					
	25260		**2021 - December - 2nd Council Meeting**		
		49982			
			November Svcs-Prj 21-07553-000		
			410-000-000-531-38-41-01	Professional Service	$3,248.59
				SW Management Action Plan	
		Total 49982			**$3,248.59**
	Total 25260				**$3,248.59**
Total Herrera Environmental Consultants, Inc.					**$3,248.59**
Kyocera Document Solutions NW					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 5		**2021 - December - 2nd Council Meeting**		
		55T1103241			
			9/19-12/18/21 Copy Charges		
			001-018-000-518-20-42-03	Copy Machine Charges	$804.44
				Copy Overage Charges 9/19-12/18/21	
		Total 55T1103241			**$804.44**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 5				**$804.44**
Total Kyocera Document Solutions NW					**$804.44**
LONG Building Technologies, Inc.					
	25261		**2021 - December - 2nd Council Meeting**		
		JC146733			
			501-000-000-594-18-65-02	Security, Communication Upgrades	$12,091.20

Vendor	Number	Reference	Account Number	Description	Amount
				PO# 2021060- Lenel Access Control System (City Hall Doors)	
		Total JC146733			**$12,091.20**
	Total 25261				**$12,091.20**
Total LONG Building Technologies, Inc.					**$12,091.20**
Madrona Law Group, PLLC					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 6			**2021 - December - 2nd Council Meeting**	
		11082			
			November Services		
			001-019-000-515-41-41-01	Legal Services-External	$870.00
				Dhaliwal Project	
		Total 11082			**$870.00**
		11083			
			November Services		
			001-019-000-515-41-41-01	Legal Services-External	$15,312.00
				General City Attorney Services	
		Total 11083			**$15,312.00**
		11084			
			November Services		
			001-019-000-515-41-41-01	Legal Services-External	$900.00
				Prologis Project	
		Total 11084			**$900.00**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 6				**$17,082.00**
Total Madrona Law Group, PLLC					**$17,082.00**
McClatchy Company LLC					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 7			**2021 - December - 2nd Council Meeting**	
		82821			
			November Services		
			001-019-000-511-30-41-02	Legal Publications	$1,399.60
				November Services	
		Total 82821			**$1,399.60**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 7				**$1,399.60**
Total McClatchy Company LLC					**$1,399.60**

Vendor	Number	Reference	Account Number	Description	Amount
McKinstry Co, LLC					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 8		**2021 - December - 2nd Council Meeting**		
		10162388			
			December Service		
			001-076-000-576-80-41-01	Professional Services	$1,003.75
				Plumbing Repair at Interurban Trail Restroom	
		Total 10162388			**$1,003.75**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 8				**$1,003.75**
Total McKinstry Co, LLC					**$1,003.75**
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 12/22/2021 10:27:54 AM - 2		**2021 - December - 2nd Council Meeting**		
		C27824/3			
			November Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$288.77
				Grass Seed & Rakes	
		Total C27824/3			**$288.77**
		C28534/3			
			November Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	$116.87
				Street Brooms	
		Total C28534/3			**$116.87**
		C34247/3			
			November Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$100.44
				Hardware- outdoor Christmas tree	
		Total C34247/3			**$100.44**
		C34996/3			
			November Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$19.66
				Gloves	
		Total C34996/3			**$19.66**
		C37463/3			
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$50.28
				Christmas Lights- City Hall	
		Total C37463/3			**$50.28**
		C38934/3			
			November Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$97.38
				Christmas decor- City Hall	
		Total C38934/3			**$97.38**
	Total EFT Payment 12/22/2021 10:27:54 AM - 2				**$673.40**
Total McLendon Hardware-Blue Tarp Credit Services					**$673.40**

Vendor	Number	Reference	Account Number	Description	Amount
Motorola Solutions, Inc.					
	25262		**2021 - December - 2nd Council Meeting**		
		8281289575			
			Acct. No 3010157061		
			001-019-000-525-60-31-01	Emergency Preparedness-Supplies	$5,581.07
			PO# 2021051- 2 Ham Radio's & Accessories		
		Total 8281289575			**$5,581.07**
	Total 25262				**$5,581.07**
Total Motorola Solutions, Inc.					**$5,581.07**
Mt. View-Edgewood Water Co.					
	EFT Payment 12/22/2021 10:27:54 AM - 3		**2021 - December - 2nd Council Meeting**		
		15690-3401 10/11-12/10/21			
			10/11-12/10/21 Svc Nelson Farm		
			001-018-000-518-30-47-02	Water	$70.37
			Nelson Farm		
		Total 15690-3401 10/11-12/10/21			**$70.37**
		19143-3401 10/11-12/10/21			
			10/11-12/10/21 Svc 118th Ave E		
			001-018-000-518-30-47-02	Water	$53.67
			118th Ave E		
		Total 19143-3401 10/11-12/10/21			**$53.67**
		2-3401 10/11-12/10/21			
			10/11-12/10/21 Svc Edgemont Park		
			001-018-000-518-30-47-02	Water	$153.92
			Edgemont Park		
		Total 2-3401 10/11-12/10/21			**$153.92**
	Total EFT Payment 12/22/2021 10:27:54 AM - 3				**$277.96**
Total Mt. View-Edgewood Water Co.					**$277.96**
Office Depot					
	25263		**2021 - December - 2nd Council Meeting**		
		213492748001			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$79.53
			Copy Paper, Pens, Scissors		
		Total 213492748001			**$79.53**
		213498033001			
			December Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$189.41
			Printer Ink		
		Total 213498033001			**$189.41**
	Total 25263				**$268.94**
Total Office Depot					**$268.94**

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance PW					
	25264		**2021 - December - 2nd Council Meeting**		
		CI-309938			
			November M&O Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	$2,679.96
			101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	$865.43
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	$22,374.90
			410-000-000-531-38-41-07	Storm Drainage-Polution Control	$339.10
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	$2,521.26
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	$21,670.99
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	$38,761.63
		Total CI-309938			**$89,213.27**
	Total 25264				**$89,213.27**
Total Pierce County Budget & Finance PW					**$89,213.27**
Puget Sound Energy					
	EFT Payment 12/22/2021 10:27:54 AM - 4		**2021 - December - 2nd Council Meeting**		
		220027969470 9/27-12/2/21			
			9/27-12/2/21 Svs 92nd Ave & 24th St E		
			001-018-000-518-30-47-01	Electricity	$280.67
			92nd Ave & 24th St E		
		Total 220027969470 9/27-12/2/21			**$280.67**
		220027975998 9/27-12/2/21			
			9/27-12/2/21 Svs TIB City of Edgewood		
			001-018-000-518-30-47-01	Electricity	$1,016.10
			TIB City of Edgewood		
		Total 220027975998 9/27-12/2/21			**$1,016.10**
		300000011233 November 2021			
			November Statement		
			001-018-000-518-30-47-01	Electricity	$3,793.24
			November Statement		
		Total 300000011233 November 2021			**$3,793.24**
	Total EFT Payment 12/22/2021 10:27:54 AM - 4				**$5,090.01**
Total Puget Sound Energy					**$5,090.01**
Randles Sand & Gravel Inc.					
	25265		**2021 - December - 2nd Council Meeting**		
		419153			
			December Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	$933.72
			Crushed Gravel - Stock		
		Total 419153			**$933.72**
	Total 25265				**$933.72**
Total Randles Sand & Gravel Inc.					**$933.72**

Vendor	Number	Reference	Account Number	Description	Amount
Refunds/Reimbursements Vendor					
	25266		**2021 - December - 2nd Council Meeting**		
		112121-ANW		**Azure Northwest LLC**	
			Permit# 21-1389		
			001-000-000-345-81-00-10	Final Subdivision	$2,350.00
			Permit Expired- Refund 100%		
			650-000-000-389-30-00-06	Fire Plan Review	$70.00
			Permit Expired- Refund 100%		
		Total 112121-ANW			**$2,420.00**
	Total 25266				**$2,420.00**
Total Refunds/Reimbursements Vendor					**$2,420.00**
SCJ Alliance					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 9		**2021 - December - 2nd Council Meeting**		
		65908			
			Prj. 20-000480 Edgewood PROS		
			001-076-000-576-80-41-01	Professional Services	$12,785.44
			Edgewood PROST Plan Update		
		Total 65908			**$12,785.44**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 9				**$12,785.44**
Total SCJ Alliance					**$12,785.44**
Six Robblees' Inc					
	25267		**2021 - December - 2nd Council Meeting**		
		2-769113			
			Dec		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	$13.57
			Parts for Snow Plow		
		Total 2-769113			**$13.57**
	Total 25267				**$13.57**
Total Six Robblees' Inc					**$13.57**
Sound Employment Solutions, LLC					
	25268		**2021 - December - 2nd Council Meeting**		
		121913			
			December Training		
			001-018-000-518-20-43-01	Travel/Training Costs	$1,200.00
			Anti-Harassment Training		
		Total 121913			**$1,200.00**
	Total 25268				**$1,200.00**
Total Sound Employment Solutions, LLC					**$1,200.00**

Vendor	Number	Reference	Account Number	Description	Amount
Sterling Automotive Service					
	25269		**2021 - December - 2nd Council Meeting**		
		0032846			
			December Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	$71.67
			Oil Change- '19 Ford F350 (#12)		
		Total 0032846			**$71.67**
	Total 25269				**$71.67**
Total Sterling Automotive Service					**$71.67**
The Reinalt-Thomas Corp DBA Discount Tire					
	EFT Payment 12/22/2021 10:27:54 AM - 5		**2021 - December - 2nd Council Meeting**		
		1362650			
			December Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	$641.93
			Tires (Vehicle #14)		
		Total 1362650			**$641.93**
		7285853			
			December Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	$940.11
			Tires (Vehicle #6)		
		Total 7285853			**$940.11**
	Total EFT Payment 12/22/2021 10:27:54 AM - 5				**$1,582.04**
Total The Reinalt-Thomas Corp DBA Discount Tire					**$1,582.04**
Traffic Management, Inc.					
	25270		**2021 - December - 2nd Council Meeting**		
		810209			
			December Services		
			101-000-000-542-30-41-01	Roadway-Professional Service	$1,327.75
			Edgewood Dr E & Sumner Heights Dr E- Steets Maintenance		
		Total 810209			**$1,327.75**
	Total 25270				**$1,327.75**
Total Traffic Management, Inc.					**$1,327.75**
Transpo Group					
	Direct Pay Payment 12/22/2021 10:32:17 AM - 10		**2021 - December - 2nd Council Meeting**		
		27330			
			Prj. 1.18149.00 TIA Guidelines & TIF Update		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	$4,068.75
			TIA Guidelines & TIF Update		
		Total 27330			**$4,068.75**
		27331			
			Prj 1.18149.00 SR 161 & Emerald St Signal Design		
			340-000-000-595-69-63-01	Pedestrian & Traffic Safety Improvements	$2,982.50

Vendor	Number	Reference	Account Number	Description	Amount
				SR 161 & Emerald St Signal Design	
		Total 27331			**$2,982.50**
		27332			
			Prj. 1.18149.00 Jovita Blvd Corridor Study		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	$7,621.25
				Jovita Blvd Corridor Study	
		Total 27332			**$7,621.25**
		27333			
			Prj 1.18149.00 SR 161 & 20th St E		
			340-000-000-595-69-63-01	Pedestrian & Traffic Safety Improvements	$8,446.25
				SR161 & 20th St E Intersection Control Evaluation	
		Total 27333			**$8,446.25**
	Total Direct Pay Payment 12/22/2021 10:32:17 AM - 10				**$23,118.75**
Total Transpo Group					**$23,118.75**
US Bank ACH/EFT					
	EFT Payment 12/22/2021 10:27:54 AM - 6		**2021 - December - 2nd Council Meeting**		
		120721-USBank			
			November Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	$26.00
				November Safekeeping Fees	
		Total 120721-USBank			**$26.00**
		121421-USBank			
			November Analysis Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	$281.89
				November Analysis Fees	
		Total 121421-USBank			**$281.89**
	Total EFT Payment 12/22/2021 10:27:54 AM - 6				**$307.89**
Total US Bank ACH/EFT					**$307.89**
US Bank Corporate Payment System					
	EFT Payment 12/22/2021 10:27:54 AM - 7		**2021 - December - 2nd Council Meeting**		
		112621-USBank			
			November Statement		
			001-011-000-511-60-43-01	Travel/Training Costs	$80.00
				R.Pitzel-AWC-Newly Elected Training (C.Keith, E.Buckley)	
			001-013-000-513-10-43-04	Meals Expense	$65.89
				D.Eidinger-Ranchito-Retail Strategies Lunch	
			001-018-000-518-20-31-01	Office & Operational Supplies	$39.92
				B.Whitman-the Home Depot-Christmas Lights for CH	
			001-018-000-518-20-31-01	Office & Operational Supplies	$10.09
				A.Thompson-McDonalds-Personal Exp Error (Reimbursed on Rec# 9833)	
			001-018-000-518-20-49-01	Memberships	$40.00
				J.S-Herrera-iStock Photo-Monthly Membership	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-30-32-01	Fuel	$69.15
				D.Eidinger-Costco Gas-Fuel (Vehicle #5)	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	$342.17
				D.Eidinger-GovDeals-Tires (Vehicle #5)	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	$14.04
				H.Aualua-the Home Depot-Parts for Scag mower	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	$579.83
				D.Eidinger-Discount Tire-Tires (Vehicle #11)	
			001-018-000-518-30-42-03	Postage	$22.54
				J.Fairbanks-USPS-Postage for certified mailing (3 code cases)	
			001-018-000-518-30-42-03	Postage	$13.54
				B.Murray-USPS-Postage for AP checks	
			001-018-000-518-85-49-03	Computer Subscriptions	$106.20
				M.Ray-Amazon Web Services-Cloud Backup	
			001-018-000-518-85-49-03	Computer Subscriptions	$69.00
				M.Ray-Netflare-Email Security Service	
			001-018-000-518-85-49-03	Computer Subscriptions	$65.99
				M.Ray-FLICKR-Picture hosting annual subscription	
			001-021-000-521-20-31-05	Supplies-Misc	$53.56
				B.Murray-Costco-Totes for Edgewood PD	
			001-021-000-521-20-42-02	Postage	$52.35
				M.Sullivan-USPS-Postage for Edgewood PD package	
			001-058-000-558-50-43-01	Training/Travel Costs	$300.52
				J.Tumelson-Campbells Resort-Lodging for WABO Fall Business Meeting	
			001-058-000-558-50-43-01	Training/Travel Costs	$219.00
				J.Tumelson-ICC-Exam (M.George)	
			001-058-000-558-50-49-01	Memberships	$95.00
				J.Tumelson-WABO-Annual Membership	
			001-058-000-558-60-43-01	Training/Travel Costs	$60.00
				C.Swearingen-MRSC-On Demand Courses	
			001-058-000-558-60-49-01	Memberships	$95.00
				J.Fairbanks-ICC-Certificate Renewal (Code Enforcement Officer)	
			001-076-000-576-80-31-01	Operational Supplies	$42.90
				A.Thompson-River Road Landscape-Fill dirt	
			001-076-000-576-80-31-02	Recreation Activities & Events	$74.62
				M.Ray-Hobby Lobby-Decoration for Santa event	
			101-000-000-542-90-43-01	Travel/Training Costs	$500.00
				J.Metzler-NWPWI-Training (J.Privett)	
		Total 112621-USBank			**$3,011.31**
		Total EFT Payment 12/22/2021 10:27:54 AM - 7			**$3,011.31**
Total US Bank Corporate Payment System					**$3,011.31**
Grand Total		**Vendor Count**	**34**		**$219,122.63**

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB21-0609** – a motion approving Resolution 21-0609 to segregate original assessments under Local Improvement District No. 1 pursuant to section 35.44.410 of the Revised Code of Washington	**Agenda Item #: 5.D** **For Agenda of: 12/28/2021** **Prepared by: Dave Gray**

Attachments (list):

1. RESOLUTION NO. 21.0609, SEGREGATING ORIGINAL ASSESSMENTS UNDER LID DISTRICT NO. 1
2. Exhibit A - Segregation Request
3. Exhibit B - Revised Parcel Diagram
4. Exhibit C - Segregation of Assessment
5. Exhibit D - RCW 35.44.410

Approval of Materials:		**Expenditure Required:**
Dave Gray		N/A
Jill Schwerzler-Herrera	12/22/2021	**Amount Budgeted:** N/A
Dave Gray	12/22/2021	**Timeline:** ~~12/21/21 SS~~ 12/28/2021 RCM

Summary Statement:
Segregation is a routine process wherein an existing parcel of real property, upon which an existing Local Improvement District (LID) assessment for the City's sanitary sewer has previously been levied, is reapportioned to a parcel that has changed size (which will change the assessment based upon the original assessment formula) either by being divided or via a boarder line adjustment.

Item History:

Recommended Action:
MOTION to adopt **AB21-0609** – a motion approving Resolution 21-0609 to segregate original assessments under Local Improvement District No. 1 pursuant to section 35.44.410 of the Revised Code of Washington

Fiscal Note/Consideration:
N/A

RESOLUTION NO. 22-0609

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON TO SEGREGATE ORIGINAL ASSESSMENTS UNDER LOCAL IMPROVEMENT DISTRICT NO. 1, PURSUANT TO SECTION 35.44.410 OF THE REVISED CODE OF WASHINGTON

WHEREAS, the City of Edgewood has received written request from the record owners of real property identified on the application form attached as Exhibit A requesting the segregation of original assessments within Local Improvement District No. 1; and

WHEREAS, Section 35.44.410 of the Revised Code of Washington authorizes the City Council to order the segregation of local improvement district assessments whenever property subject to such assessments is subdivided or otherwise altered by a boundary line adjustment; and

WHEREAS, the new parcel configuration is shown on the diagram attached as Exhibit B; and

WHEREAS, RCW 35.44.410 requires that the sum of the new assessments equal the amount of the original assessment before segregation;

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

Section 1. The assessment roll of Local Improvement District No. 1, which was confirmed and adopted by Ordinance No. 11-0366 on July 19, 2011, shall be modified to reflect the requested segregation.

Section 2. The original assessments shall be segregated in accordance with Section 35.44.410 of the Revised Code of Washington to real property located within Local Improvement District No. 1 and shall result in amended assessments as shown in the table attached hereto and incorporated by this reference as Exhibit C.

Section 3. The combined sum of the amended assessments shall equal the amount of the original assessments before segregation, and the assessment roll is in all other respects reaffirmed.

Section 4. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED this 28th day of DECEMBER, 2021

_____
Daryl Eidinger, Mayor

ATTEST:

_____

Rachel Pitzel, City Clerk

Exhibit A — Segregation Request

CITY OF EDGEWOOD

APPLICATION TO SEGREGATE LID ASSESSMENT

PLEASE COMPLETE AND RETURN THIS FORM TO:	City of Edgewood, Finance Department 2224 104th Ave E, Edgewood WA 98372-1513

Owner	1999 Stokes Family LLC	Jeanette Wheeler
Mailing Address	909 Meridian Ave E Edgewood WA 98371-1067	17817 28th Ave E Tacoma WA 98445-4321

Existing Parcels (Tax Parcel No.)	Original Assessment
042003-3077	$379,315.00
042003-3040	$14,740.00
042003-3026	$17,688.00

New Parcel Descriptions
BLA Parcel A
BLA Parcel B
BLA Parcel C

(If additional space is required, please attach the requested information on a separate sheet)

1. The undersigned holds an ownership interest in the above referenced parcel(s) located within a local improvement district in the City of Edgewood, Pierce County, Washington.
2. The City of Edgewood is hereby requested to segregate the assessment amount(s) listed above in accordance with the new property configuration.
3. This application for segregation of assessment is made under the provisions of § 35.44.410 of the *Revised Code of Washington.*

Property Owners (please print)	*Signature*	*Date*
1999 Stokes Family LLC	JS Stokes	11-24-2021
Jeanette Wheeler	Jeanette Wheeler	11-22-2021

ASSESSMENT SEGREGATION FEE

A segregation fee is due per §35.44.410 of the *Revised Code of Washington* as a condition of final map approval. The fee for less than 10 new assessed lots is $990. Please include payment with this completed form. Questions may be directed to Public Finance at (425) 885-1604.

CITY USE: RECEIPT # _____ DATE _____ BY _____

Exhibit B — Revised Parcel Diagram

BOUNDARY LINE ADJUSTMENT

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 20 N., RANGE 4 E., W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
PARCEL # 0420033077, 0420033026, 0420033040

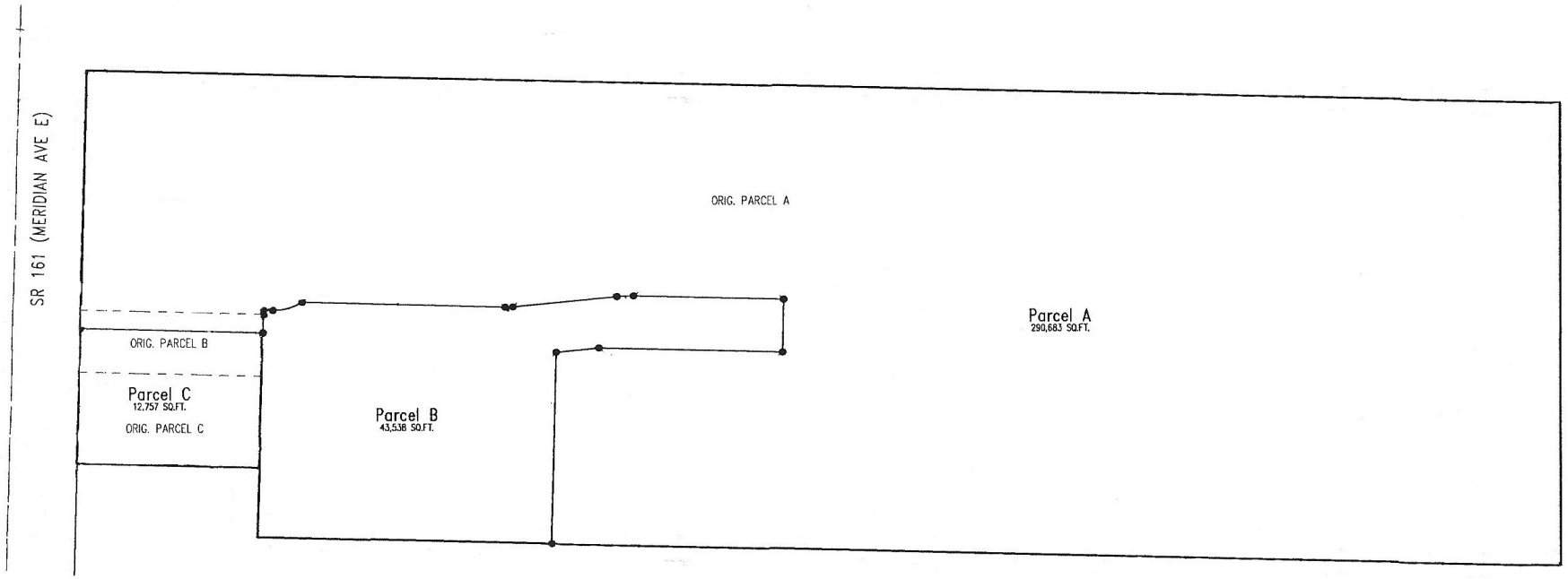


Exhibit C - Segregation of Assessment

CITY OF EDGEWOOD

Sewer Local Improvement District No. 1

ORIGINAL ASSESSMENTS

Account	Tax Parcel Number	Assessment	Prin Balance	Interest Due	Pay in Full
027R	042003-3077	$379,315.00	$240,013.98	$5,040.29	$245,054.27
028	042003-3040	14,740.00	7,369.72	154.76	7,524.48
029	042003-3026	17,688.00	8,843.66	185.72	9,029.38
		$411,743.00	**$256,227.36**	**$5,380.77**	**$261,608.13**

AMENDED ASSESSMENTS

Account	Lot Description	Assessment	Prin Balance	Interest Due	Pay in Full
027A	Revised Parcel A	$293,526.01	$195,635.92	$4,108.35	$199,744.27
028A	Revised Parcel B	89,764.68	46,365.33	973.67	47,339.00
029A	Revised Parcel C	28,452.31	14,226.11	298.75	14,524.86
		$411,743.00	**$256,227.36**	**$5,380.77**	**$261,608.13**

Exhibit D — RCW 35.44.410

RCW 35.44.410 Segregation of assessments.

Whenever any land against which there has been levied any special assessment by any city or town shall have been sold in part or subdivided, the legislative authority of that city or town shall have the power to order a segregation of the assessment.

Any person desiring to have such a special assessment against a tract of land segregated to apply to smaller parts thereof shall apply to the city or town which levied the assessment. If the legislative authority thereof determines that a segregation should be made, it shall by resolution order the city or town treasurer to make segregation on the original assessment roll as directed in the resolution. The segregation shall be made as nearly as possible on the same basis as the original assessment was levied, and the total of the segregated parts of the assessment shall equal the assessment before segregation. The resolution shall describe the original tract, the amount and date of the original assessment, and shall define the boundaries of the divided parts and the amount of the assessment chargeable to each part. A certified copy of the resolution shall be delivered to the city or town treasurer who shall proceed to make the segregation ordered upon being tendered a fee of ten dollars for each tract of land for which a segregation is to be made. In addition to such charge the legislative authority of the city or town may require as a condition to the order of segregation that the person seeking it pay the city or town the reasonable engineering and clerical costs incident to making the segregation. No segregation need be made if the legislative authority of the city or town shall find that by such segregation the security of the lien for such assessment will be so jeopardized as to reduce the security for any outstanding local improvement district obligations payable from such assessment. [1969 ex.s. c 258 § 10.]

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB21-0607** – a motion approving Resolution 21-0607, authorizing the execution of a purchase service agreement for HVAC Maintenance	**Agenda Item #:**
	For Agenda of: 12/28/2021
	Prepared by: Matthew Ray

Attachments (list):

1. RESOLUTION NO. 21.0607
2. First Amendment HVAC Maintenance Services
3. RESOLUTION NO. 20.0497, AUTHORIZING THE EXECUTION OF A PURCHASES SERVICES AGREEMENT FOR HVAC MAINTENANCE SERVICES AT CITY HALL

Approval of Materials:		**Expenditure Required:**
Matthew Ray		N/A
Jill Schwerzler-Herrera	12/22/2021	**Amount Budgeted:**
Dave Gray	12/22/2021	N/A
		Timeline: 12/21/2021 SS 12/28/2021 RCM

Summary Statement:
The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) are now recommending air filters with a Minimum Efficiency Reporting Value (MERV) of 13 or better to deal with COVID19. The city is currently using MERV 8. This agreement is to swap our filters for MERV 13. Furthermore, in discussions at the 12/21/2021 Study Session, Council directed staff to add language to keep the system up to date with emergent standards and technology to provide the highest prudent protection for staff and the public use of city facilities.

Item History:
In March 2020 the city signed an agreement with McKinstry to provide maintenance of the HVAC system at city hall. Resolution No. 20-0497. McKinstry is one of the vendors on the Washington State Department of Enterprise Services Master Contract list. This allows the city the ability to "piggyback" on the state contract without going out to bid.

Recommended Action:
MOTION to adopt **AB21-0607** – a motion approving Resolution 21-0607, authorizing the execution of a purchase service agreement for HVAC Maintenance

Fiscal Note/Consideration:
N/A

RESOLUTION NO. 21-0607

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PURCHASE SERVICE AGREEMENT FOR HVAC MAINTENANCE SERVICES AT CITY HALL AND SUBSEQUENT AMENDMENTS, NEGOTIATED BY WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

WHEREAS, the City has a Maintenance agreement with McKinstry Company, LLC to cover HVAC maintenance; and

WHEREAS, the State of Washington has entered into a Master Contract with McKinstry Company, LLC through the Department of Enterprise services to provide HVAC ordinary maintenance services at fixed prices for the State and it's political subdivisions such as the City of Edgewood; and

WHEREAS, McKinstry is known to the City as a reputable service provider for HVAC services and has agreed to contract with the City under the provisions of the State Master Contract; and

WHEREAS, the City wishes to execute, under the provisions of the State Master Contract Number 02919 a contract for Purchased Services together with a specific scope of work and cost identified in the contract administered by the Mayor that keeps the City HVAC system up to date with emergent technology to provide the highest prudent protection for staff and the public use of the facilities; and

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

Section 1. (To authorize the Mayor to execute that certain contract for purchased services with McKinstry Company, LLC attached hereto and incorporated herein, and subsequent amendments pertinent to emergent techonlogies.

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

ADOPTED THIS 28TH DAY OF DECEMBER, 2021

_____
Daryl Eidinger, Mayor

ATTEST:

_____
Rachel Pitzel, CMC
City Clerk

FIRST AMENDMENT TO
PURCHASED SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND MCKINSTRY CO., LLC

Section I. Date and Parties.

This document ("First Amendment"), is dated the ___ day of January, 2022, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and McKinstry Co, LLC ("Contractor"). This First Amendment modifies the Purchased Services Agreement dated March 11, 2020, by and between the City and Contractor (the "Agreement").

Section II. **General Recitals.**

A. Since the Agreement was executed, the City and Contractor have mutually agreed to expand the scope of the Agreement to include installation of Merv 13 air filters in the City's heat pumps in place of the air filters previously contemplated under the agreement.

B. The parties have now agreed to amend the Agreement as set forth in this First Amendment to amend the scope of work to include installation of the above mentioned air filters.

Section III. **Amendments to the Agreement.**

A. Schedule of Work. Exhibit A of the original Agreement is hereby amended by adding Exhibit A-1 attached hereto to reflect the substitution of the Merv 13 air filters.

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

DATED: This ___ day of January, 2022.

CITY OF EDGEWOOD	CONTRACTOR
By: _____	By: _____
	Printed Name: _____
Its: Mayor, Daryl Eidinger	Its: _____
Date: _____	Date: _____, 2022

ATTEST:

_____
City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

_____
City Attorney, Ann Marie Soto

RESOLUTION NO. 20-0497

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE EXECUTION OF A PURCHASES SERVICES AGREEMENT FOR HVAC MAINTENANCE SERVICES AT CITY HALL, BID AND NEGOTIATED BY THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

WHEREAS, the City has need for ongoing ordinary maintenance and repair of the HVAC system at City Hall including air handling and computer control systems to provide heating, fresh air, cooling, associated electrical and plumbing, pressure vessels, valves, chemical controls; and

WHEREAS, the State of Washington has entered into a Master Contract with McKinstry Company, LLC through the Department of Enterprise services to provide HVAC ordinary maintenance services at fixed prices for the State and it's political subdivisions such as the City of Edgewood; and

WHEREAS, McKinstry is known to the City as a reputable service provider for HVAC services and has agreed to contract with the City under the provisions of the State Master Contract; and

WHEREAS, the City wishes to execute, under the provisions of the State Master Contract Number 02919 a contract for Purchased Services together with a specific scope of work and cost identified in the contract; and

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

Section 1. (To authorize the Mayor to execute that certain contract for purchased services with McKinstry Company, LLC attached hereto and incorporated herein.

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

ADOPTED THIS 24TH DAY OF MARCH, 2020

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

CITY OF EDGEWOOD PURCHASED SERVICES AGREEMENT

THIS Agreement is made effective as of the 11th day of March, 2020, 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

acting by and through the Washington State Department of Enterprise Services Master Contract No. 02919 dated October 1, 2019, where conflict between the City of Edgewood contract and the State Master Contract exist, the City Contract shall prevail;

and McKinstry Co., LLC a Washington Limited Liability Company ("Contractor") organized under the laws of the State of Washington, doing business at:

McKinstry Co., LLC (hereinafter the **"CONTRACTOR")**
5005 3rd Ave S.
Seattle, WA 98134

Contact: Matt Earnhardt, Senior Account Executive Phone: 253.572.9876
Email: matte@mckinstry.com

for purchased services in connection with City Of Edgewood, Edgewood City Hall location HVAC and related system maintenance services as described below and in more detail in "Schedule" and "Task Lists."

TERMS AND CONDITIONS

1. Services by Contractor.

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

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

2. Schedule of Work.

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

3. **Terms.** This Agreement shall commence on March 11, 2020, ("Commencement Date") and shall terminate on March 10, 2023 unless extended or terminated in writing as provided herein.

4. **Compensation.**

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "A."

5. **Payment.**

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

B. All invoices shall be paid by City warrant within 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 Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Contractor will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

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

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

C. Contractor shall obtain a City of Edgewood business license prior to receipt of written Notice to Proceed.

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

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-Contractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or sub-Contractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-Contractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-Contractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City, and Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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

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

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

9. Standard of Care. Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Contractor under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

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

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

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

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

12. Insurance. The Contractor shall procure and maintain for the duration of the Agreement ad for thirty (30) days after termination, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

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

D. City Full Availability of Contractor Limits

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

E. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the

City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

H. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

I. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

J. Failure to Maintain Insurance

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

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

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

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

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

NAME OF CONTRACTOR
Attn: Matt Earnhardt
McKinstry Co. LLC
5005 3rd Ave S.
Seattle, WA 98134

Phone: (206) 768.7754
Email:matte@mckinstry.com

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

15. 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.

16. General Provisions.

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

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

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

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

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

CITY OF EDGEWOOD, WASHINGTON	CONTRACTOR
By: _____	By: _____
Daryl Eidinger Mayor	Zack McInelly Business Development Manager
Date: 3/24/2020	Date: 3-14-2020

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
Interim City Attorney

CITY OF EDGEWOOD
EXHIBIT "A"

Scope of Coverage

Our scope of coverage for City Of Edgewood, Edgewood location, includes maintenance services as described below and in more detail in "Schedule" and "Task Lists."

SPECIFIC SCOPE OF COVERAGE

1. HVAC preventive maintenance (four times annually)
2. HVAC Filter Changes preventive maintenance (two times annually)
3. HVAC Controls Preventive maintenance (four times annually)
4. Water Treatment preventive maintenance (four times annually)

GENERAL SCOPE OF COVERAGE

1. Written reports for maintenance inspections
2. Written reports for service calls
3. Priority scheduling and response for all McKinstry service offerings
4. 24x7 Emergency Response availability
5. 20-minute call back and 4-hours on site for emergency service calls
6. Service history tracking by Equipment ID for all equipment under contract
7. Preferred service rates for all services
8. Work to be performed during normal business hours

COMMENTS/CLARIFICATIONS

All work is done subject to McKinstry's standard Service Warranty

McKinstry will not be responsible for:

- Any services not specifically listed in the Scope of Work
- The quality or suitability of Customer furnished materials and/or equipment; the system performance; and/or system design
- Emergency calls resulting from system design issues
- Liability for underground utilities, obstructions, locating services and location of utilities, and/or unforeseen obstacles or conditions
- Any damages that are not reasonably foreseeable from any incident, including special, indirect, or consequential damages
- Water supply and drain issues beyond the requirements listed in the Scope of Work
- Electrical service beyond the equipment disconnect switch, or electrical service requirements due to power failure
- Any work not paid in full
- Downtime for IT infrastructure and/or IT network(s) to which McKinstry had no responsibility for
- Damage caused by freezing
- Repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or anything else other than caused ordinary use
- Repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment
- Non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, equipment housing, casings, enclosures and/or boiler vessels.
- Any claims, damages, losses or expenses, arising from or related to conditions that existed in, or, or upon the premises before the effective date of this Agreement. These preexisting conditions include, without limitation, damages, losses, or expenses involving building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi
- Data management and impacts including accessibility, integrity, and system uptime or downtime

McKinstry

Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality 1 or 2 or 3	Duty Cycle Light Medium Heavy	Operation Conditions Clean Moderate Dirty	Description	Model Number	Serial Number	Location	Filters/Belts
AHU-01	Air Handler Built Up (up to 15 tons)	Greenheck	2	Medium	Moderate	Air Handler Unit	Field Verify	Field Verify	Roof	20 X 20 X 1 Pleat-40
WWHP-01	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Water Heat Pump	Field Verify	Field Verify	Office Celing	12 X 20 X 2 Pleat-40
GSHP-01	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	20 X 25 X 2 Pleat-40
GSHP-02	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	18 X 18 X 2 Pleat-40
GSHP-03	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	18 X 18 X 2 Pleat-40
GSHP-04	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	18 X 18 X 2 Pleat-40
GSHP-05	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	10 X 20 X 2 Disposable
GSHP-06	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	20 X 20 X 2 Pleat-40

McKinstry

Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality 1 or 2 or 3	Duty Cycle Light Medium Heavy	Operation Conditions Clean Moderate Dirty	Description	Model Number	Serial Number	Location	Filters/Belts
GSHP 2-1	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-2	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-3	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-4	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-5	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-6	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-7	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40

McKinstry

Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality 1 or 2 or 3	Duty Cycle Light Medium Heavy	Operation Conditions Clean Moderate Dirty	Description	Model Number	Serial Number	Location	Filters/Belts
GSHP 2-8	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-9	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-10	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-11	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-12	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-13	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-14	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40

McKinstry
For The Life Of Your Building

Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality 1 or 2 or 3	Duty Cycle Light Medium Heavy	Operation Conditions Clean Moderate Dirty	Description	Model Number	Serial Number	Location	Filters/Belts
GSHP 2-15	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-16	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-17	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-18	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-19	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
GSHP 2-20	Heat Pump Water Source (up to 5 tons)	Climate Master	2	Medium	Moderate	Ground Source Water Heat Pump	Field Verify	Field Verify	Office Celing	15 X 30 X 2 Pleat-40
P-01	Pump Circulation (up to 30 HP)	Taco	1	Medium	Moderate	Pump	Field Verify	Field Verify	Boiler Room	

Equipment List for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Manufacturer	Criticality 1 or 2 or 3	Duty Cycle Light Medium Heavy	Operation Conditions Clean Moderate Dirty	Description	Model Number	Serial Number	Location	Filters/Belts
P-02	Pump Circulation (up to 30 HP)	Taco	1	Medium	Moderate	Pump	Field Verify	Field Verify	Boiler Room	
C-01	Digital Controls Site Access	Facility Explorer	2	Medium	Moderate	HVAC Control	Field Verify	Field Verify	Boiler Room	

McKinstry

Schedule for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MJ=Major Insp. MI=Minor Insp. AN=Annual Insp. OP=Operational Insp. FC=Filter Change Only CC=Coil Cleaning SPM=Bearing Analysis VIB=Vibration Analysis MCA=Motor Circuit Analysis US=Ultrasonic Survey OIL=Oil Analysis LA=Laser Alignment BC=Belt Change WT=Water Treatment EB=Energy Benchmark OA=Operational Assessment														
AHU-01	Air Handler Built Up (up to 15 tons)	Air Handler Unit		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
WWHP-01	Heat Pump Water Source (up to 5 tons)	Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP-01	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP-02	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP-03	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP-04	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP-05	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP-06	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-1	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	

McKinstry

Schedule for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GSHP 2-2	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-3	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-4	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-5	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-6	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-7	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-8	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-9	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-10	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-11	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	

Schedule for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GSHP 2-12	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-13	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-14	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-15	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-16	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-17	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-18	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-19	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
GSHP 2-20	Heat Pump Water Source (up to 5 tons)	Ground Source Water Heat Pump		MJ/ FC			MJ/ FC			MJ/ FC			MJ/ FC	
P-01	Pump Circulation (up to 30 HP)	Pump		MJ			MJ			MJ			MJ	

McKinstry

Schedule for
City Of Edgewood

Site: City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

Tag Number	Equipment Type	Description	Preventive/Predictive/Proactive Maintenance Schedule											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
P-02	Pump Circulation (up to 30 HP)	Pump		MJ			MJ			MJ			MJ	
C-01	Digital Controls Site Access	HVAC Control		MJ			MJ			MJ			MJ	

Heat Pump Water Source
Major Inspection
Preventive Maintenance Task List ©

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

Operational Overview

- Note current outside air temp and weather conditions
- Verify overall operation
- Check heating/cooling operation
- Check/Record supply air temperature
- Check/Record return air temperature
- Note any abnormal vibration or noise

Compressors

- Note cleanliness/condition
- Record operating voltage
- Record operating amps
- Check crankcase heater
- Check for refrigerant/oil leaks
- Check crankcase oil level
- Meg ohm readings compressor windings

Refrigeration System

- Verify reversing valve operation
- Verify metering device operation
- Check cap tube condition
- Check for refrigerant/oil leaks
- Check sightglass

Controls

- Check all terminations in control panel
- Exercise controls
- Check safeties and trip points
- Check ambient controls
- Check operation of water reg valve

Supply Fan Section

- Inspect bearings for excessive wear & end play, tighten set screws
- Adjust pulleys & belts
- Number & size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade and tighten set screws
- Verify proper operation of fans
- Lubricate fan and motor

Indoor Coils

- Note cleanliness of coil
- Record deltaP across coil
- Record deltaT across coils
- Check for refrigerant leaks
- Check condensate pan and drain

Filter Section

- Note filter condition
- Change filters per schedule
- Note condition of outside air filters/screens

Heating Section (Electric)

- Inspect controls and sequencer operations
- Record voltage
- Record amperage
- Check overload and safeties

Heat Exchanger (Waterside Coil)

- Record Delta P across coil
- Record Delta T across coil
- Check for refrigerant leaks

*** Not all tasks are applicable to all equipment**

Scope of Work

Chem-Aqua will provide quarterly service to maintain and adjust treatment levels in the Ground Source Heat Pump Loop.
Chem-Aqua will provide 5 gallons of inhibitor per year. Should systems require more product, it will be purchased as-needed.
Nitrite will be maintained 600-1200ppm.
Chem-Aqua will provide notice of any substantial water loss.
Chem-Aqua will provide an electronic report for the on-site engineer and office (emailed).
Chem-Aqua will provide limited laboratory services on an as-needed basis.
Chem-Aqua will provide a water treatment training to the building engineers, upon request
Chem-Aqua will provide one Nitrite Test Kit to building engineers, upon request.
Note NO Glycol is included in this quote. Any needed glycol would be purchased as-needed.

Pump Circulation
Major Inspection
Preventive Maintenance Task List ©

Site Visit Baseline
- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment & lock out
- Document work done during inspection
- Check out with site contact

Operational Inspection
- Verify operation
- Note any abnormal vibration or noise

Performance
- Record pump discharge pressure
- Record pump suction pressure

Safeties
- Check for loose or burned wiring
- Check trip all trip points

Electrical
- Check electrical contacts for wear & pitting
- Check starter contactors
- Check and tighten electrical connections

Controls
- Check all terminations in control panels
- Exercise controls

Lubrication
- Lubricate motor bearings
- Lubricate solid coupling
- Check pump oil level

General Maintenance
- Check isolation valve packing
- Check isolation valves for leaks

Drive Motors
- Check for dirt & debris around end bell
- Check motor fan
- Check all hold down bolts
- Megger, motor and record results
- Record motor amperages
- Record motor voltages

Drive Components
- Check coupling guard security
- Check coupling alignment

Pump
- Check packing or mechanical seals for leaks
- Repack if required
- Inspect gaskets for leaks & deterioration
- Check all hold down bolts
- Check impeller clearance

Air Handler Built Up
Major Inspection
Preventive Maintenance Task List ©

Site Visit Baseline

- Check-in with site contact person
- Check for safe equipment access
- Isolate equipment and lock out
- Document work done during inspection
- Check out with site contact

Operational Overview

- Note current outside air temp and weather conditions
- Verify overall operation
- Check/Record supply air temperature
- Check/Record return air temperature
- Check/record system static pressure
- Note any abnormal vibration or noise

Indoor Coils

- Note cleanliness of coil
- Record deltaP across coil
- Record deltaT across coils
- Check for refrigerant leaks
- Check condensate pan and drain
- Check for water leaks

Controls

- Check all terminations in control panel
- Exercise controls
- Check VFD/IGV
- Check safeties and trip points
- Check ambient controls

Economizer Section

- Check for dirt accumulation
- Check for damper actuator and linkage operation
- Check and adjust minimum position
- Check operation of pressure relief dampers

Return Fan Section

- Inspect bearings for excessive wear and end play
- Adjust pulleys and belts
- Number and size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

Supply Fan Section

- Inspect bearings for excessive wear and end play
- Adjust pulleys and belts
- Number and size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

Exhaust Fan Section

- Inspect bearings for excessive wear and end play
- Adjust pulleys and belts
- Number and size of belts
- Record operating volts
- Record operating amps
- Inspect fan blade
- Verify proper operation of fans
- Lubricate fan and motor

Filter Section

- Note filter condition
- Change filters per schedule
- Note condition of outside air filters/screens

*** Not all tasks are applicable to all equipment**

MAINTENANCE & SERVICE AGREEMENT

Contractor
McKinstry Co. LLC
2306 Pacific Ave
Tacoma, WA 98402
Phone: 253.572.9876
Fax: 253.272.1714
Email: matte@mckinstry.com

Customer
City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372
Phone: (253) 392-2562
Fax:
Email: matthew@cityofedgewood.org

Agree preventive maintenance and repair service will be provided at:

City Of Edgewood
2224 104th Ave. E.
Edgewood, WA 98372

In accordance with the enclosed specifications, the terms and conditions set forth in this agreement; and other attachments which are made a part of this agreement:

Maintenance shall commence on:	3/1/2020	
HVAC Maintenance at an annual fee of:	$ 8,785.00	**Annually**
HVAC Bldg. Controls Maintenance at an annual fee of:	$ 2,998.00	**Annually**
Water Treatment Maintenance at an annual fee of:	$ 1,588.00	**Annually**
Which is payable:	$ 3,343.00	**Quarterly**
Sales Tax excluded if applicable		
PRE-AUTHORIZED REPAIR LIMIT	$ 750.00	

This agreement shall continue in effect for a period of one (1) year, and from year to year thereafter, except that either party may provide written notice to the other party of an intention not to continue with thirty (30) days written notice.

Contractor agrees to provide repair service to the customers, twenty-four (24) hours per day seven (7) days per week at the contracted rates quoted by the contractor. All repair services performed shall be billed separate of the maintenance agreement and shall not be deemed a part of the preventive maintenance program. It is further agreed that the customer shall be billed for any and all components and materials required to successfully complete such repairs. McKINSTRY CO. will increase this maintenance agreement each year at renewal based on the annual Consumer Price Index (CPI) or Union Labor Contract increases, whichever is greater, not to exceed 4% annually. CPI Index will be calculated by using annual rate for the prior calendar year rounded to the nearest whole number, Union Labor increases will be based on percentage of total salary package increase rounded to the nearest whole number.

Predictive Maintenance

- ☐ SPM Bearing Analysis
- ☐ Motor Circuit Analysis
- ☐ Computer/Laser Alignment
- ☐ Eddy Current Analysis
- ☐ Vibration Analysis
- ☐ Refrigerant Analysis
- ☐ Oil Analysis
- ☐ Other

Preventive Maintenance

HVAC
- ☑ Maintenance
- ☐ Service/Repair/Replace
- ☐ Water Treatment
- ☐ Chillers/Centrifugal

PLUMBING
- ☐ Backflow Devices
- ☐ Jetting/Camera
- ☐ Drain Maintenance
- ☐ Boilers

CONTROLS
- ☐ Connection Agreement
- ☑ Controls Maintenance
- ☐ Remote Alarming/Monitoring
- ☐ Other

FACILITY SERVICES
- ☐ Service Desk
- ☐ Info Center
- ☐ Facility Mgr./Coordinator
- ☐ Other

FIRE
- ☐ Sprinkler Confidence Testing
- ☐ Fire Alarm Testing
- ☐ Fire Alarm Monitoring
- ☐ Fire Extinguishers

OTHER SERVICES
- ☑ Compressed Air Systems
- ☐ Vacuum-Pumps
- ☐ Hood-Cleaning
- ☑ Water Treatment

This agreement is accepted by:

McKinstry Co. LLC:

Signature (Authorized Representative)

Name (Authorized Representative)
Matt Earnhardt
Name
Senior Account Executive
Title
02/04/20
Date

City Of Edgewood

Signature (Authorized Representative)

Name

Title

Date

Scope Clarifications

CUSTOMER OBLIGATIONS

The customer shall be responsible for and agrees to: a) properly operate the equipment in accordance with the applicable recommended procedures and operating manuals; b) ensure that qualified personnel are provided for such operation; c) promptly report unusual equipment operating conditions or operations; d) furnish to McKinstry clean and secure access to all equipment to be serviced; and e) provide professional cooling tower water treatment as needed.

EXISITING EQUIPMENT

All work within the Scope of Coverage assumes that the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonable start-up, unless otherwise agreed to in writing, repair charges will be submitted for approval. McKinstry shall not be liable for failure to discover conditions necessitating further repair or replacements nor shall any inspections be construed as an approval or guarantee of the system or equipment. For necessary repairs that are not approved, the non-maintainable items will be suspended from the Scope of Coverage. McKinstry reserves the right to charge an inspection fee if the repairs are not authorized.

Any work not specifically included in the repair submittal is specifically excluded. McKinstry will not be required to make safety test or install new attachments, additional controls, or equipment directed by insurance companies or other authority that are outside of the proposed repair. Those would be additional services if required, and must be agreed to in writing.

SERVICE AVAILABILITY

Unless otherwise agreed to, McKinstry agrees to provide service availability during normal business hours, i.e., 7:00 AM to 4:30 PM, Monday through Friday, holidays excepted, and service at other than normal business hours, if contracted for, at the hourly rate and terms, including vehicle charges or special assessments, then in effect McKinstry.

If any emergency service call is made at Customer's request and inspection does not reveal any defect for which McKinstry is responsible, Customer will be liable for regular charges prevailing for such service. Customer acknowledges that there is a minimum charge of one (1) hour.

McKinstry shall have full and free access to the equipment to provide service. If persons other than representatives of McKinstry perform maintenance or repair of a unit of equipment, and as a result further repair by McKinstry is required, such repairs will be made at McKinstry's applicable time and material rates and terms then in effect.

EXCLUSIONS

Maintenance Service does not include: (a) water supply and drain beyond the subject equipment; (b) equipment housing, casing or enclosure; (c) electrical service beyond the equipment disconnect switch, or service requirements due to power failure; (d) damage caused by freezing; (e) work required by government codes, building and union regulations; (f) repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or other than ordinary use; (g) repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment; (h) emergency calls resulting from system design problems; (i) non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, and boiler vessels. Plumbing services and energy management and emergency calls resulting from energy management activities will only be included if specifically noted and agreed to within the Scope of Services.

HAZARDOUS MATERIALS

Customer acknowledges that McKinstry's obligation under this service agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, McKinstry's sole obligation will be to notify the Customer of their existence. McKinstry shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Service Warranty

OUR WARRANTY TO THE CUSTOMER:
McKinstry warrants to use the industry standard knowledge, efforts, skill and judgement generally applicable within the area to inspect and service the equipment listed in the Scope of Coverage in accordance with the schedule and task list of the Service Agreement. This warranty will be in effect for a period of thirty (30) days from the completion of any service. McKinstry will carry out these obligations with reasonable promptness in a workmanlike manner and strives to assure reliable equipment operation consistent with the capabilities of the equipment itself. Any warranty of goods or materials, including consumable products, shall only be that of the manufacturer, if any. Except as expressly set forth above, McKinstry is providing the services and deliverables "as is" and "with all faults" and without any warranties or representations. McKinstry hereby disclaims all implied warranties, including any warranty of fitness for a particular purpose, any warranty of merchantability and any warranty of non-infringement.

ISSUES NOT COVERED BY THIS WARRANTY:
This warranty shall not apply to equipment which (a) have been opened, disassembled, repaired, or altered by anyone other than McKinstry or its authorized representatives; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or started up in a manner contrary to the manufacturer's instructions, or (d) have been exposed to contaminates, or corrosive agents, chemicals, or minerals, or (e) have not been fully paid for by Owner. This warranty shall not apply to consumable and/or expendable items, including filters, refrigerants, fluids, and/or lubricants.

LIMITS OF LIABILITY
In no case shall McKinstry, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages arising from the use of McKinstry's Service or for any other claim related in any way to McKinstry's work, even if advised of their possibility. Customer's sole and exclusive remedy and McKinstry's entire liability for any cause of action will be for McKinstry to promptly re-perform any services at McKinstry's expense or refund to Customer the fees incurred by McKinstry for that Statement of Work that gave rise to the liability. McKinstry makes no other warranties expressed or implied and its technicians are NOT authorized to make such warranties.

HOW TO OBTAIN SERVICE UNDER THIS WARRANTY:
To obtain services under this warranty, the Customer must file a claim with their assigned McKinstry Account Executive within 30 days of discovery of the defect.

McKinstry
For The Life Of Your Building

Service Contacts

McKinstry is staffed to respond to your service requests 24-hours a day, 365 days per year. Our goal is to meet and exceed your expectations in everything we do.

To assure the quickest and best response from our Service Team, please direct all service requests and service technician scheduling issues to our Dispatch Team or Account Manager.

Listed below are your service contacts. These contacts are available during standard business hours of 7:00 AM to 4:30 PM. For after hours emergency service, please contact McKinstry Dispatch at (206) 762 5900

DISPATCH TEAM *HVAC and Plumbing*	Dispatch	(206) 762-5900	dispatch1@mckinstry.com
BILLING TEAM *Service Billing*	Billing Desk	(206) 832-8328	billing@mckinstry.com

ACCOUNT MANAGEMENT

Your Account Manager is responsible for maintaining personal contact with you and assuring that McKinstry Service meets and exceeds your expectations. They will serve as your liaison with all other departments within McKinstry and are responsible for aligning you with any McKinstry resources you need to help you take care of your facility. Your account manager will be assigned to you after a contract is in place.

OUR MESSAGE

McKinstry has been a Pacific Northwest leader in comprehensive building systems maintenance and repair services since 1975. We recognize that for many of our clients, one of the key challenges is finding a trusted maintenance services partner to help them preserve and operate their building's systems. We understand the importance of scheduled preventative maintenance on systems to increase the life of the equipment and ensure efficient operation.

Our service and facilities group strives to compete every day to fully maintain and enhance your built environment. McKinstry's mobile service technicians can provide a wide variety of preventive, predictive, proactive, and corrective maintenance services on systems including mechanical, plumbing, electrical, building automation, fire protection, and refrigeration. Their diverse experience proves invaluable to the lifespan of your equipment and in the resolution of issues your building may experience. We continue to be constantly innovative and push the boundaries of excellence and we will work tirelessly to help your site be energy efficient, productive, and comfortable.

DEPARTMENT MANAGERS

Mike Porter
Vice President Facility Solutions

Jennifer Koch
Operations Director

Obtaining Service

McKinstry Service has a large fleet of vehicles with licensed, union trained technicians available to respond to your needs. Each on-call technician is permanently assigned with the needed technology and smart-phone to enable quick response to emergency situations.

TACOMA EMERGENCY RESPONSE

REGULAR SERVICE CALLS : (253) 572-9876 the switchboard will direct your call (Normal working hours are Monday - Friday, 7:00 AM - 4:30 PM).

EMERGENCY SERVICE AFTER HOURS : (253) 572-9876 (You will be connected to our after-hours operator.)

The appropriate technician will be notified and your call will be returned within 15 minutes.

For non-emergency or next business day service messages (after-hours), call (253) 572-9876 and you will be transferred to our after-hours operator. Your call will be returned the next normal business morning.

UA STAR Certified Technicians

RIGOROUSLY TRAINED; HIGHLY QUALIFIED

It's your guarantee that you're getting the best-trained heating, cooling, plumbing & fitting service technicians available in the industry. The United Association S.T.A.R. Certification means these technicians have completed a stringent 5 year training program and have passed the UA S.T.A.R. Certification exam, giving them service journeyman status and over 30 hours of college credit toward an Associates Degree in HVACR or Construction Supervision. The UA S.T.A.R. Program was developed jointly by the UA and Ferris State University, one of the most highly acclaimed providers of education programs in the mechanical industry. Technicians are tested by an independent testing corporation NITC.

Tested for expertise in:

Mechanical Systems	Steam System	Safety
Electrical Systems	Plumbing	Mathematics
Controls	Ventilation	Customer Service
Air Conditioning	Piping	Refrigeration
Heating	Lifting Equipment	

These technicians work more efficiency, work safer and work smarter. Your job gets completed on time and you save money because the work is done efficiently. And you have the peace of mind of knowing it's done right!

Service Customer Commitments

VALUE

McKinstry will actively work toward reducing your operational costs by focusing on your system holistically as opposed to just considering individual pieces of equipment. We will keep you involved in the process and always use resources, methods and materials that provide the best long term value to your needs.

SATISFACTION

McKinstry will resolve issues to your satisfaction. We will strive to continually improve our level of service by actively measuring customer satisfaction and acting on the recommendations from our customers.

COMMUNICATION

McKinstry will patiently listen to our clients and then provide timely, respectful and comprehensive communication to them. We will notify our customers prior to arriving on site, checking in with the appropriate site contact, documenting our findings in writing, providing solutions on site whenever possible and checking out with the appropriate site contact. We will keep our clients involved in the process. We will do what we say and say what we do.

SAFETY

McKinstry will provide a culture of safety first and perform all work in a professional manner that puts the safety of our team and our client's team first and foremost. We will always leave your facility cleaner and safer than we found it.

PEOPLE

McKinstry will hire, train and retain the most qualified, committed and professional office staff and field technicians in the facility service industry. We will empower our people to take ownership, responsibility and accountability by providing them with them with the appropriate resources, training and coaching.

INTEGRITY

McKinstry will be honest, ethical, fair and equitable in all business dealings with our clients, suppliers and employees.

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB21-0608** – a motion approving Resolution 21-0608 authorizing the Mayor to enter into a professional services agreement with Sound Law Center, LLC for Hearing Examiner Services	**Agenda Item #:** **For Agenda of: 12/28/2021** **Prepared by: Darren Groth**

Attachments (list):
1. Resolution No. 21.0608
2. Exhibit A_ HEX Contract - unsigned draft

Approval of Materials:		**Expenditure Required:**
Darren Groth		See Fiscal Note
Jill Schwerzler-Herrera	12/22/2021	**Amount Budgeted:**
Dave Gray	12/22/2021	See Fiscal Note
		Timeline: ~~12/21/2021 SS Discussion~~ **12/28/2021 RCM Final Action**

Summary Statement:
After many years of service to Edgewood, Mr. Stephen Causseaux, the City's current Hearing Examiner (HEX), is stepping down as an HEX at the end of 2021. To fill the upcoming vacancy, the City contacted multiple HEX providers to inquire about their services. With Mr. Causseaux's retirement, however, many municipalities are looking for HEX services from a now reduced pool of candidates. As such, many providers were unable to fit another jurisdiction into their portfolio. The Sound Law Center is one of the HEX providers able to take on a new client the size of Edgewood. The Sound Law Center was made aware of the City's requirements for HEX, as contained in Edgewood Municipal Code (EMC) Chapter 2.40, Hearing Examiner, and provided a draft contract to cover their proposed services to the City. The unsigned contract for the City to partner with Sound Law Center and Andrew Reeves, their Managing Attorney and our contract's primary HEX, is included in this Agenda Bill as Exhibit A of the Resolution provided in Attachment 1.

Item History:

Recommended Action:
MOTION to adopt **AB21-0608** – a motion approving Resolution 21-0608 authorizing the Mayor to enter into a professional services agreement with Sound Law Center, LLC for Hearing Examiner Services

Fiscal Note/Consideration:
The Hearing Examiner's fee is charged at a rate of $225 per hour. Application types that require a Hearing

Examiner's decision include this rate in the City's Fee Schedule. The City will be paying for the Hearing Examiner and recovering costs for the Hearing Examiner's services, which include meeting prep, holding the hearing, and both preparing and distributing the decision, through the respective application fees.

RESOLUTION NO. 21-0608

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SOUND LAW CENTER, LLC FOR HEARING EXAMINER SERVICES

WHEREAS, the City's Hearing Examiner recently announced his retirement, necessitating that the City undergo a search for a new hearing examiner; and

WHEREAS, the City put out a request for proposals and solicited proposals from individuals or firms that provide hearing examiner services; and

WHEREAS, Sound Law Center, LLC, provides hearing examiner services to a variety of jurisdictions in Western Washington, and meets the City's qualifications for the hearing examiner; and

WHEREAS, the City Council desires to enter into an agreement with Sound Law Center to provide such services to the City;

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

Section 1. The Mayor is hereby authorized to enter into the Professional Services Agreement between the City of Edgewood and Sound Law Center, LLC, 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 28TH DAY OF DECEMBER, 2021.

_____
Daryl Eidinger, Mayor

ATTEST:

_____
Rachel Pitzel, CMC
City Clerk

Exhibit A

Professional Services Agreement between the
City of Edgewood and Sound Law Center, LLC, for hearing examiner services

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF EDGEWOOD
AND SOUND LAW CENTER, LLC

THIS AGREEMENT is made this 28th day of December, 2021, between the City of Edgewood, (hereinafter the "City") and Sound Law Center, LLC, (hereinafter "Consultant").

WHEREAS, Consultant is in the business of providing certain professional services specified herein, and

WHEREAS, the City desires to contract with Consultant for the provision of such services and Consultant agrees to contract with the City for same; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed between the parties as follows:

TERMS

I. **Description of Work.** Consultant shall perform on-call Hearing Examiner services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Consultant shall not perform any additional services without the express permission of the City.

II. **Payment.**

A. The City shall pay Consultant for time and materials as set forth in Exhibit A for the services described in this Agreement.

B. Consultant shall submit payment invoice to the City after such services have been performed, and the City shall make payment within thirty (30) days after the submittal of the approved invoice. Such invoice shall detail the work, and a description of the tasks performed.

C. If the City objects to all or any portion of any invoice, it shall so notify Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

III. **Relationship of Parties.** The parties intend that an independent contractor – client relationship will be created by this Agreement. The Consultant is customarily engaged in an independently established trade which encompasses the specific services provided to the City hereunder; no agent, employee, representative or subcontractor of Consultant shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. 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 Consultant or his employees, agents, representatives or subcontractors. Consultant will be solely and entirely responsible for his acts and for the acts of Consultant's agents, employees, representatives and subcontractors during the performance of this Agreement.

IV. **Duration of Work.** This Agreement shall be effective for an initial period of three years commencing from the date of signature, except as provided for in paragraph V below. This Agreement will be automatically extended in twelve (12) month increments unless terminated by either party or until a new agreement is executed between the parties.

V. **Termination.**

The City shall have the option to terminate this Agreement at any time with reasonable cause. Termination shall be effective after thirty (30) days upon delivery of written notice to the Consultant. The Consultant shall have the option to terminate this Agreement after sixty (60) days upon delivery of written notice to the City, unless the City determines the Consultant can be released from the contract prior to sixty days.

In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Consultant to the effective date of termination. The Director of Community Development shall make the final determination about what services have been satisfactorily performed which decision shall be final, binding and conclusive.

VI. **Discrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Consultant, its subcontractors or any person acting on behalf of Consultant shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. **Indemnification**.
Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in 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, and volunteers, the Consultant's liability, including the duty and cost to defend, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. **Insurance**.

A. **Insurance Term**

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.

B. **No Limitation**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types and coverage 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. Automobile liability insurance covering all non-owned and hired vehicles shall be maintained. Coverage shall be at least as broad as 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, with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident. The Consultant affirms that each of its independent contractors serving the City will maintain appropriate individual automobile insurance coverage throughout the course of the contract term between the parties. Further, the Consultant agrees to indemnify the City of any liability that may be associated with the work its independent contractors perform under the contract in relation to individual automobile liability insurance. Both parties acknowledge that the work the Consultant performs under this contract does not involve driving or the operation of a vehicle on behalf of, or for, the City.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named 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.

4. Professional Liability insurance appropriate to the Consultant's profession.

D. **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 $1,000,000 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.

E. **Other Insurance Provision**

The Consultant's Commercial General Liability insurance policies is to contain, or be endorsed to contain that it shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. **Acceptability of Insurers**

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

G. **Verification of Coverage**

At the City's request, 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.

H. **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.

I. **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.

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

X. **Assignment.** Any assignment of this Agreement by Consultant without the written consent of the City shall be void.

XI. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices should be sent to:

Sound Law Center, LLC
Andrew Reeves, Managing Attorney
4500 9th Ave, NE Suite 300
Seattle, WA 98105

City of Edgewood
Darren Groth, Director of Community & Economic Development
2224 104th Avenue East
Edgewood, WA 98372

XII. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

XIII. **Resolution of Disputes, Governing Law.** Disputes shall first be attempted to be resolved by mediation, each party paying one-half of the cost of mediation. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any litigation shall be in Pierce County.

XIV. **Documents and Record Keeping**

A. *Ownership*. All records, files, designs, drawings, specifications, data, information, materials, reports, memoranda, documents, and other work products, including all electronic stored information ("ESI"), produced or prepared by the Consultant in connection with the services rendered under this Agreement ("Documents") are the property of the City. Upon request, the Consultant shall provide Documents to the City.

B. *Records Maintenance.* The Parties acknowledge that the City is subject to records retention and public records laws. During the progress of the work and services provided hereunder and for a period of not less than six (6) years from the date of final payment to the Consultant, the Consultant shall keep, retain, and maintain all Records, defined below, pertaining to the work and services provided pursuant to this Agreement. Copies of all Records pertaining to the work and services provided hereunder shall be made available for review at the Consultant's place of business during normal working hours. If any public records request, litigation, claim, or audit is commenced, the Consultant shall cooperate with City and assist in the production of all such Records. Records shall be retained until all public records request, litigation, claims, or audit findings have been resolved even though such public records request, litigation, claim, or audit continues past the six (6) year retention period.

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

SOUND LAW CENTER, LLC	CITY OF EDGEWOOD
Andrew Reeves, Managing Attorney	Daryl Eidinger, Mayor
By _____	By _____

EXHIBIT A
SERVICES AGREEMENT

This conforms to the agreement between the City of Edgewood and Sound Law Center, LLC, for Hearing Examiner services.

A. The services provided by Sound Law Center, LLC will consist of the following:

The Hearing Examiner shall provide those services and fulfill those duties as identified in the City's ordinances relating to the Hearing Examiner, and carry out such other responsibilities as may be agreed to between the City and the Hearing Examiner. Those services, duties and responsibilities include preparing and/or updating Rules of Procedure; preparing for land use hearings by reviewing files and applicable laws; conducting site views of properties that are the topic of a land use hearing, when necessary or appropriate; conducting hearing on appeals; and preparing a written decision including findings and conclusions on all applications and appeals heard. The Hearing Examiner shall also be available to present to the City Council and staff training sessions on land use law and procedures as well as to provide updates on the law affecting land use hearings, if requested.

Andrew Reeves shall serve as the Managing Attorney for SLC and serve as the City's primary Hearing Examiner. Other hearing officers, however, may be utilized in coordination with the City.

B. The City agrees to pay Sound Law Center, LLC on a time and materials basis for services performed in accordance with the following hourly billing rates:

Hearing Examiner Services -$225

Hourly rates include **all costs**, we do not invoice separately for mileage, phone calls, copies and other direct costs incurred by SLC when providing services.

C. Hearings may be held in person or using remote meeting technology upon mutual agreement by the City and SLC.

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB21-0617** – a motion adopting Ordinance 21-0617 relating to Traffic Impact Fees, establishing an updated Traffic Impact Fee schedule, based on a Traffic Impact Fee program report published in October 2021 by Transpo Group	**Agenda Item #:**
	For Agenda of: 12/28/2021
	Prepared by: Jeremy Metzler

Attachments (list):
1. ORDINANCE NO. 21-0617
2. Edgewood TIF Schedule (2022)

Approval of Materials:		**Expenditure Required:**
Jeremy Metzler		N/A
Jill Schwerzler-Herrera	12/22/2021	**Amount Budgeted:** N/A
Dave Gray	12/22/2021	**Timeline:** 12/28/2021 RCM

Summary Statement:
Pursuant to Chapter 82.02 RCW, the City of Edgewood has adopted a Traffic Impact Fee (TIF) program. As currently codified, TIF's are established and regulated under Edgewood Municipal Code (EMC) Chapter 4.30, and Council passed Ordinance 21-0608 on July 27, 2021, allowing the Council to update the TIF program and fee by ordinance (without the need to amend the EMC). Having been five years since the last review, the City's on-call transportation engineer, Transpo Group, was tasked with updating the Traffic Impact Fee Program underlying Chapter 4.30 EMC, in order to more closely align the impact fee with the City's adopted Capital Improvement Plan, Transportation Improvement Plan, and Capital Facilities element of the Comprehensive Plan.

A public hearing was held at the October 26, 2021 regular meeting, where several public comments on the proposed changes to the Traffic Impact Fee program and associated fee were received. In response to public comment and further conversation with Council at the November 2, 2021 study session, staff requested a memo from Transpo (dated November 18, 2021), which was presented to Council at the November 30, 2021 study session.

Following discussion at the November 30, 2021 and December 21, 20231 study sessions, staff has prepared the attached ordinance and fee schedule for Council's consideration, increasing the TIF to $6,000. Section 3 of the ordinance contains provisions to increase the TIF based on the Engineering News Record (ENR) Seattle Area Construction Cost Index each January, and the increased TIF schedule would be brought to the Council in the preceding October.

Item History:
10/19/2021 SS

10/26/2021 RCM PH
11/02/2021 SS
11/30/2021 SS
12/21/2021 SS

Recommended Action:
MOTION to adopt **AB21-0617** – a motion adopting Ordinance 21-0617 relating to Traffic Impact Fees, establishing an updated Traffic Impact Fee schedule, based on a Traffic Impact Fee program report published in October 2021 by Transpo Group

Fiscal Note/Consideration:
State law allows for cities to collect impact fees from developers, based on the impacts to the city's transportation system directly attributed to increased roadway trips from new development. Impact fees can only be used to fund the projects listed in the current TIF program. As presented in the report, Transpo Group has identified that the City could charge up to a maximum of $10,317 per peak hour trip, which represents a 134% increase over the current fee that is set at $4,413. The increase in the maximum fee reflects a combination of increased project costs, or modifications to the general scope and eligibility of each project.

Again, the $10,317 impact fee rate represents the maximum that can be charged, but a lower number can be, and often is, selected by jurisdictions. As presented herein, Council has proposed a TIF of $6,000, being a 36% increase.

ORDINANCE NO. 21-0617

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO TRAFFIC IMPACT FEES, ESTABLISHING AN UPDATED, TRAFFIC IMPACT FEE SCHEDULE, BASED ON A TRAFFIC IMPACT FEE PROGRAM REPORT PUBLISHED IN OCTOBER 2021 BY TRANSPO GROUP; AMENDING EMC 4.30.130; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Chapter 82.02 RCW, the City of Edgewood has adopted a traffic impact fee program and has codified regulations governing the calculation, assessment, collection, refund and administration of such fees at Chapter 4.30 EMC; and

WHEREAS, the City tasked their on-call transportation engineer, Transpo Group, with updating the Traffic Impact Fee Program underlying Chapter 4.30 EMC, in order to more closely align the impact fee with the City's adopted Capital Improvement Plan, Transportation Improvement Plan, and Capital Facilities element of the Comprehensive Plan; and

WHEREAS, on October 19, 2021, the City Council reviewed the DRAFT Traffic Impact Fee Program report and proposed impact fee rate; and

WHEREAS, on October 26, 2021, the City Council held a public hearing to receive public comments on the proposed changes to the Traffic Impact Fee program and associated fee; and

WHEREAS, the Council considered this Ordinance during its study sessions on November 2, 2021 and November 30, 2021, and December 21, 2021, and regular City Council meeting on December 28, 2021;

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

Section 1. Findings. The recitals above are hereby adopted as legislative findings in support of this ordinance. The City Council further adopts by reference previously held study session agenda bills of October 19, 2021, November 2, 2021, November 30, 2021, and December 14, 2021 as additional findings.

Section 2. Updated Program Adopted. The City of Edgewood Transportation Impact Fee Program report is hereby updated by adopting 2021 Traffic Impact Fee Program report, and the Schedule of Transportation Impact Fees attached hereto as Exhibit A, pursuant to EMC 4.30.150.

Section 3. Edgewood Municipal Code Section 4.30.130, Amended. Edgewood Municipal Code Section 4.30.130, Council review of impact fees, is hereby amended as set forth below:

4.30.130 Council review of impact fees.

A. The impact fee schedule adopted pursuant to this chapter shall be reviewed by the city council, as it deems necessary and appropriate, in conjunction with the update of the city's transportation improvement program. Amendments or updates to the impact fee schedule shall be adopted by ordinance.

B. Notwithstanding subsection (A) above, the impact fee schedule shall be automatically updated for inflation annually using the following procedures:

1. The Public Works Director shall use the Construction Cost Index for Seattle (June-June) published by the Engineering News Record to calculate annual inflation adjustments in the impact fee schedule. The impact fee schedule shall not be adjusted for inflation if the index remains unchanged.

2. The indexed impact fee schedule shall be effective January 1 beginning in 2023, and on January 1 of each year thereafter. A copy of the indexed impact fee schedule shall be provided to the City Council each October, but the indexed impact fee schedule shall become effective without further Council action.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful 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 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

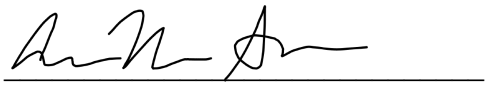
ADOPTED THIS 28TH DAY OF DECEMBER, 2021.

_____
Daryl Eidinger, Mayor

ATTEST:

_____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney

Published: 12/30/2021
Effective Date: 1/04/2022

Exhibit A
Schedule of Transportation Impact Fees

City of Edgewood
Schedule of Transportation Impact Fees

Cost per PM peak hour trip end = $6,000

Land Use Category - ITE 9th Edition	Notes (see below)	ITE Land Use Code	ITE Average PM Peak Hour Trip Rate (1)	Unit*	Pass-By Trip Reduction Factor ** (2)	Net New Trip Rate (3)	Impact Fee Per Unit (4)
RESIDENTIAL							
Single-Family Detached Housing	2	210	1.01	Dwelling Unit	1.00	1.01	$6,060
Multi-Family Housing (Low-Rise)	2	220	0.56	Dwelling Unit	1.00	0.56	$3,360
Multi-Family Housing (Mid-Rise)	2	221	0.44	Dwelling Unit	1.00	0.44	$2,640
Mobile Home Park	2	240	0.59	Occupied Dwelling Unit	1.00	0.59	$3,540
Senior Adult Housing-Detached	2	251	0.30	Dwelling Unit	1.00	0.30	$1,800
INSTITUTIONAL							
Public Park		411	0.11	Acre	1.00	0.11	$660
Multi-Purpose Recreational Facility	1	435	3.58	1,000 sf GFA	1.00	3.58	$21,480
Movie Theater	1	444	0.09	Seat	1.00	0.09	$540
Casino/Video Lottery Establishment		473	13.49	1,000 sf GFA	1.00	13.49	$80,940
Racquet / Tennis Club	1	491	3.82	Court	1.00	3.82	$22,920
Health/Fitness Club		492	3.45	1,000 sf GFA	1.00	3.45	$20,700
Elementary School		520	0.16	Student	1.00	0.16	$960
Middle School/Junior High School		522	0.15	Student	1.00	0.15	$900
High School		525	0.14	Student	1.00	0.14	$840
Private School (K-12)	1	532	0.17	Student	1.00	0.17	$1,020
Church		560	0.49	1,000 sf GFA	1.00	0.49	$2,940
Day Care Center	4	565	11.12	1,000 sf GFA	1.00	11.12	$66,720
Library		590	8.16	1,000 sf GFA	1.00	8.16	$48,960
Hospital	2	610	0.97	1,000 sf GFA	1.00	0.97	$5,820
Nursing Home		620	0.59	1,000 sf GFA	1.00	0.59	$3,540
BUSINESS & COMMERCIAL							
Hotel	3 (a)	310	0.60	Room	0.75	0.45	$2,700
All Suites Hotel	3 (a)	311	0.36	Room	0.75	0.27	$1,620
Motel	3 (a)	320	0.38	Room	0.75	0.29	$1,710
Building Materials/Lumber Sales	3 (a)	812	2.06	1,000 sf GFA	0.75	1.55	$9,270
Free-Standing Discount Superstore		813	4.33	1,000 sf GFA	0.71	3.07	$18,446
Free-Standing Discount Store		815	4.83	1,000 sf GFA	0.83	4.01	$24,053
Hardware/Paint Store		816	2.68	1,000 sf GFA	0.74	1.98	$11,899
Nursery (Garden Center)		817	6.94	1,000 sf GFA	0.75	5.21	$31,230
Nursery (Wholesale)		818	5.18	1,000 sf GFA	0.75	3.89	$23,310
Shopping Center	2	820	3.81	1,000 sf GLA	0.66	2.51	$15,088
Quality Restaurant		931	7.80	1,000 sf GFA	0.56	4.37	$26,208
High Turnover (Sit-Down) Restaurant		932	9.77	1,000 sf GFA	0.57	5.57	$33,413
Fast Food Restaurant without Drive-Through	1	933	28.34	1,000 sf GFA	0.50	14.17	$85,020
Fast Food Restaurant with Drive-Through		934	32.67	1,000 sf GFA	0.5	16.34	$98,010
Quick Lubrication Vehicle Shop		941	4.85	Servicing Position	0.61	2.96	$17,751
Automobile Care Center		942	3.11	1,000 sf GLA	0.61	1.90	$11,383
Automobile Sales		841	3.75	1,000 sf GFA	0.75	2.81	$16,875
Automobile Parts Sales		843	4.91	1,000 sf GFA	0.57	2.80	$16,792
Gasoline/Service Station		944	14.03	Vehicle Fueling Position	0.58	8.14	$48,824
Gasoline/Service Station with Convenience Market		945	13.99	Vehicle Fueling Position	0.44	6.16	$36,934
Self-Service Car Wash		947	5.54	Wash Stall	0.77	4.27	$25,595
Tire Store		848	3.98	1,000 sf GFA	0.72	2.87	$17,194
Tire Superstore		849	2.11	1,000 sf GFA	0.72	1.52	$9,115
Supermarket	2	850	9.24	1,000 sf GFA	0.64	5.91	$35,482
Convenience Market		851	49.11	1,000 sf GFA	0.49	24.06	$144,383
Convenience Market with Gas Pumps		853	49.29	1,000 sf GFA	0.34	16.76	$100,552
Discount Supermarket		854	8.38	1,000 sf GFA	0.79	6.62	$39,721
Discount Club		857	4.18	1,000 sf GFA	0.63	2.63	$15,800
Home Improvement Superstore		862	2.33	1,000 sf GFA	0.58	1.35	$8,108
Electronics Superstore	1	863	4.26	1,000 sf GFA	0.60	2.56	$15,336
Toy/Children's Superstore	1, 3 (b)	864	5.00	1,000 sf GFA	0.66	3.30	$19,800
Pet Supply Superstore		866	3.55	1,000 sf GFA	0.60	2.13	$12,780
Apparel Store	3 (a)	876	4.12	1,000 sf GFA	0.75	3.09	$18,540
Pharmacy/Drug Store without Drive-Through		880	8.51	1,000 sf GFA	0.47	4.00	$23,998
Pharmacy/Drug Store with Drive-Through		881	10.29	1,000 sf GFA	0.51	5.25	$31,487
Furniture Store		890	0.52	1,000 sf GFA	0.47	0.24	$1,466
Walk-in Bank	1, 3 (c)	911	12.13	1,000 sf GFA	0.65	7.88	$47,307
Drive-in Bank		912	20.45	1,000 sf GFA	0.65	13.29	$79,755
OFFICE							
Clinic	1	630	3.28	1,000 sf GFA	1.00	3.28	$19,680
Animal Hospital/Veterinary Clinic		640	3.53	1,000 sf GFA	1.00	3.53	$21,180
General Office Building	2	710	1.15	1,000 sf GFA	1.00	1.15	$6,900
Medical-Dental Office Building	2	720	3.46	1,000 sf GFA	1.00	3.46	$20,760
United States Post Office		732	11.21	1,000 sf GFA	1.00	11.21	$67,260
Office Park	1	750	1.07	1,000 sf GFA	1.00	1.07	$6,420
Research and Development Center	2	760	0.49	1,000 sf GFA	1.00	0.49	$2,940
Business Park	1	770	0.42	1,000 sf GFA	1.00	0.42	$2,520
INDUSTRIAL							
General Light Industrial	2	110	0.63	1,000 sf GFA	1.00	0.63	$3,780
Industrial Park		130	0.40	1,000 sf GFA	1.00	0.40	$2,400
Manufacturing		140	0.67	1,000 sf GFA	1.00	0.67	$4,020
Warehousing	2	150	0.19	1,000 sf GFA	1.00	0.19	$1,140
Mini-Warehouse (Self-Storage)		151	0.17	1,000 sf GFA	1.00	0.17	$1,020
High-Cube Fulfillment Center Warehouse	1	155	1.37	1,000 sf GFA	1.00	1.37	$8,220
Utility	2	170	2.27	1,000 sf GFA	1.00	2.27	$13,620
PORT and TERMINAL							
Intermodal Truck Terminal	1	30	1.87	1,000 sf GFA	1.00	1.87	$11,220
Park-and-Ride Lot with Bus or Light Rail Service	2	90	0.43	Parking Space	1.00	0.43	$2,580

* Abbreviations include: GFA = Gross Floor Area, sf = square feet, and GLA = Gross Leasable Area.

** The Pass-By Trip Reduction Factor reduces the Average Trip Rate based on average Pass-By trip percentages published in the *ITE Trip Generation Handbook* (3rd Edition, 2017) and previously adopted factors.

NET NEW TRIP RATE CALCULATION:

$6,000

IMPACT FEE CALCULATION:

NOTES:

(1) *Trip Generation* (10th Edition, 2017) has less than 6 studies supporting this average rate. Applicants are strongly encouraged to conduct, at their own expense, independent trip generation studies in support of their application.

(2) Alternatively, the PM peak hour trip regression equation in *Trip Generation* can be used instead of the average trip rate identified in the table. However the equation must be used according to the instructions in *Trip Generation*.

(3) No pass-by rates are available. Pass-by rates were estimated from other similar uses.

Code	Land Use	Pass-By Trip Reduction Factor
3 (a)	No Data Available 25% Estimated Pass-by	**0.75**
3 (b)	Shopping Center (850)	**0.66**
3 (c)	Drive-in Bank (912)	**0.65**

(4) Consistent with RCW 82.02.060, Day Care Centers shall not have a fee greater than that imposed on commercial development activities that generate a similar number, volume, type, and duration of vehicle trips.