1. CALL TO ORDER
   Pledge of Allegiance, Roll Call, Additions/Deletions

2. PRESENTATION
   Part VIII – Welcome to your Pierce County Contract! Now, what do you get?

3. AUDIENCE COMMENT

4. MAYOR’S REPORT

5. CONSENT AGENDA (pg. 2): 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 June 12, 2018,
   B. Study Session Meeting Minutes of June 19, 2018.
   C. AB18-026, a motion approving June 2018 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of $61,678.30; and Vendor Check Numbers 23337 through 23349 with EFT Payments in the amount of $196,228.46. Total distributions submitted for review & authorization in the amount of $257,906.76.
   D. AB18-0406 (pg. 16), a motion to approve Resolution No. 18-0406, authorizing the Mayor to execute a Purchase Service Agreement with TCMS for installation and maintenance of the new HVAC Control System
   E. AB18-0411 (pg. 35), a motion to approve Resolution No. 18-0411, authorizing the Mayor to execute a Professional Services Agreement with Buxton Company to provide retail recruitment and retention solutions for Economic Development

6. COUNCIL BUSINESS
   A. AB 18-027 (pg. 63), a motion confirming the Mayoral appointment of Carly Guillory Position No. 1, Lucy Lowry, Position No. 3, and moving Allison Pincas to Position 6 to the City of Edgewood Planning Commission
   B. AB 18-0524 (pg. 66), a motion to adopt Ordinance No. 18-0524, amending Ordinance No. 17-0516 the Budget for the 2018 Fiscal Year, providing updates to the approved General Fund Budget, to address increases in costs relating to the Public Works Surface Water Management Plan, the 2018 Salary Schedule and a new City Hall Facilities Improvement Project, providing for severability and establishing an effective date

7. COUNCIL COMMENTS

8. EXECUTIVE SESSION– Pursuant to RCW 42.30.110(1)(i) - Pending Litigation

9. ADJOURN
1. CALL TO ORDER

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

ROLL CALL

Present: Mayor Daryl Eidinger, Councilmember John C. West, Councilmember Mark Creley, Councilmember Luke Meyers, Deputy Mayor Tyron Christopherson, Councilmember Stephanie Hunter, Councilmember Roseanne Tomyn, Councilmember Nate Lowry. Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Public Works Director Jeremy Metzler, Police Chief Micah Lundborg, Carol Morris, City Attorney.

Additions/Deletions to the Agenda.

There were no additions or deletions to the agenda.

2. PRESENTATION

1. East Pierce Fire & Rescue – Chief Backer

Chief Backer presented Council with a PowerPoint presentation on East Pierce Fire & Rescue activity updates:

- Issues Identified
- Call Volumes
- Major Projects
- Addressing Poor Staffing Levels
- Staffing Level Improvements
- Capital Needs

2. Part VII– Welcome to your Pierce County Contract! Now, what do you get?

Chief Lundborg introduced Sgt. William H. Marquiss, Training Supervisor who discussed the training outline for new hires for the Pierce County Sheriff’s Dept.:

- Discussed the first six weeks of orientation
- Pre-Academy FTO
- Basic Law Enforcement Academy (BLEA)
- Field Training Officer Program

3. AUDIENCE COMMENT

Donna Lenox – wanted to applaud the Fire Dept., she noted she has been a resident for the last 32 years, and has never attended a Council meeting. She wanted to take the opportunity to come and see the city in action and who represents her city.

4. MAYOR’S REPORT

Mayor Eidinger spoke about the following:

- Thanked the donations from Horizon Roofing and Edgewood Friends of the Parks, we were able to replace the roof on the garage at the Nelson Farm Park. Originally built in the 1920’s, the building had only had one reroof over the existing shakes. The crew had to remove and re-sheet everything before putting down the new roof. Thanks to all involved for making this happen.
• Councilmembers Hunter and Creley joined me in attending the Memorial Day Celebration at Triangle Park. Councilmember Hunter gave a stirring remembrance, representing our city well at the event.

• New stops and signage are appearing this week on Chrisella Road and the intersection of 122nd & 24th. We also expect this week for the railing that was damaged in the 1200 block of Meridian to be replaced. Due to the successful response to our electronic traffic signs, we have ordered a couple more signs so that we can continue to move them around for increased awareness.

• Mayor Eidinger met with the WSDOT Gateway Funding and Phasing team to talk about the finance and future tolling options for the future 167 roadway.

• Reminded folks of Coffee with the Council this Saturday. Also there is a 5K Family Fun Run at Mt-View Community Center on June 23rd at 3pm. He noted if folks would like to ride in the Milton Days Parade August 18th, please let him know.

• Reminder that the Edgewood Magazine should be arriving to citizens next Monday.

Community Development Director Groth briefed on the following:
• Updated Council on the Planning Commission meeting held last night: cell tower citing; community septic developments; and Economic Development and Planning Commission working together.

Chief Lundborg briefed on the following:
• Brief Council on personnel and the two officers who volunteered placement with the City of Edgewood, they will be joining the team July 2.

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 May 22, 2018,
B. Study Session Meeting Minutes of June 5, 2018.
C. AB18-025, a motion approving the June 2018 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of $83,150.58; and Vendor Check Numbers 23303 through 23336 with EFT Payments in the amount of $107,488.64. Total distributions submitted for review & authorization in the amount of $190,639.22
D. AB18-0410, a motion to adopt Resolution No. 18-0410, authorizing the Mayor to sign the local funding and phasing Memorandum of Understanding (MOU), which provides for the city’s participation as a Local Agency Partner in the Washington State Department of Transportation (WSDOT) Puget Sound Gateway program, showing the city’s anticipated contribution (or “match”) to be up to $500,000 of right-of-way in lieu for the SR 167 Stage 2 project

Motion: As Read, Action: Approve, Moved by Councilmember Stephanie Hunter, Seconded by Deputy Mayor Tyron Christopherson. Motion passed unanimously (7-0).
6. COUNCIL BUSINESS

No new Council Business.

7. COUNCIL COMMENTS

Councilmember Meyers commented on people blowing through the stop signs and was hoping an emphasis on patrol could be done; he noted the danger with the hill and noted drivers flying through there.

Discussion took place regarding rumble strips being put in place.

Councilmember West discussed the Puget Sound Region Council general assembly meeting and asked about the quality of life comments mentioned and noted he would like to understand what the citizens of Edgewood has for metrics of quality of life and what our citizens can benefit from.

8. EXECUTIVE SESSION

Mayor Eidinger asked City Attorney Carol Morris if there was an executive session.

City Attorney Morris stated there would be an Executive Session pursuant to RCW 42.30.110(1)(i) pending litigation. The Executive Session will last approximately 20 minutes.

Mayor Eidinger recessed the meeting to Executive Session at 8:16pm for 20 minutes.

Mayor Eidinger extended the Executive Session at 8:36pm for an additional 5 minutes.

Mayor Eidinger called the meeting back to order at 8:37pm.

9. ADJOURN

Mayor Eidinger adjourned the meeting at 8:37pm.

Rachel Pitzel, City Clerk

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

**ROLL CALL**

**Present:** Mayor Daryl Eidinger, Councilmember John C. West, Councilmember Mark Creley, Deputy Mayor Tyron Christopherson, Councilmember Nate Lowry, Councilmember Luke Meyers (late) and Councilmember Roseanne Tomyn. **Excused:** Councilmember Stephanie Hunter.  
**Staff Present:** Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Jeremy Metzler Public Works Director, Police Chief Micah Lundborg.

**2. COUNCIL BUSINESS**

Community Development Director asked if the Item A could be pushed down the agenda until all candidates were present.

**B. Guest Speaker** – Salary Commissioner to discuss the 5/3 Salary Commission meeting  
Assistant City Administrator Dave Gray briefed Council on the Salary Commission role and introduced Commissioners Colleen Wise and Bob Woloshyn who briefed Council on their recommendations to Council regarding setting Council and Mayor salary schedule and their recommendation on staff’s salary schedule.

**C. Review / Discussion** – Ordinance – Budget Amendment No. 3  
Assistant City Administrator Dave Gray briefed Council on this agenda item. He noted the amendment increases the labor cost by $4,982 for raising the pay of the Building Official; kitchen and parking lot expansion for the downstairs tenants; and, housekeeping item for the Surface Water Management Plan update completion.

Discussion followed between staff and the Council.

Councilmember Meyers entered the meeting at 7:15pm.

**D. Review / Discussion** – 60-day Strategy with milestones/Economic Development  
Community Development Director Darren Groth briefed Council on this agenda item. Discussion followed between staff and the Council.

**A. Review / Discussion** – Planning Commission Re-Appointment and New Candidate Interviews  
Community Development Director Darren Groth briefed Council on the Planning Commission vacancies and terms. He introduced two of the three candidates (one candidate did not show for the interview). For fairness, both candidates were asked the following questions:

1. Why do you want to be on the Planning Commission?
2. Please summarize your prior community involvement experience or experience serving on an advisory board.

3. The Commission has monthly meetings that last approximately 2-3 hours. In addition, you are required to research and study the issues and materials germane to your decision making in order to be an educated and involved participant. Will you be able to commit the time/energy necessary to be an effective Commission member?

4. The Commission is a diverse group with varying opinions and backgrounds. How would you express yourself and participate in the process of consensus in this environment?

5. What do you consider to be the most important issues facing the City today?

6. How would you suggest improving citizen participation?

7. How will you balance community interests with individual property owner interests?

8. Mayor’s Questions: Please share the most recent joke you heard that made you laugh?

Councilmembers ranked each applicant and turned their rankings in to the City Clerk to tally and give to the Mayor for further review.

3. OTHER COUNCIL ISSUES

None

4. ADJOURN

Mayor Eidinger adjourned the meeting at 8:09pm.

______________________________  ________________________________
Rachel Pitzel, City Clerk        Daryl Eidinger, Mayor
### SUBJECT:
Claims and Payroll for June 2018

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<td>June 26, 2018</td>
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<td>Prepared by:</td>
<td>Stephanie Goff</td>
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### ATTACHMENTS (list):
- ☒ Claims Register
- ☒ Voucher Directory

### Approval of Materials:

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### Fiscal Note/Consideration:
N/A

### SUMMARY STATEMENT:

Approving June 2018 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of $61,678.30; and Vendor Check Numbers 23337 through 23349 with EFT Payments in the amount of $196,228.46. Total distributions submitted for review & authorization in the amount of $257,906.76.

### COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:
N/A

### RECOMMENDED ACTION:
Staff recommends that the City Council adopt the Claims and Payroll Expenditures as presented under the Consent Agenda.

### ALTERNATIVES TO RECOMMENDED ACTION:
1) Do not adopt
2) Forward to Study Session for further review
City of Edgewood 2018  
June 26th 2018 Council Meeting Check & EFT Payment Distribution Review & Authorization

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**Total Distribution Submitted for Review & Authorization**: $257,906.76  
**Authorization Adjustments**: $ -  
**Total Distribution Net of Prior Authorized Adjustments**: $257,906.76

**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.

__________________________________Mayor, Daryl Eidinger  
__________________________________Council Member
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Northwest Landscape Services
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Paladin DATA

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Total Paladin DATA | $4,902.06  |
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Wells Fargo Financial Leasing

EFT Payment 6/21/2018 11:59:21 AM - 6

2018 - June - 2nd Council Meeting

7/4-8/3/18 Lease

001-018-000-518-30-45-06 Copier Lease

Lexmark Printers

$85.93

Total 5004878127 | $85.93

Total EFT Payment 6/21/2018 11:59:21 AM - 6 | $85.93

Total Wells Fargo Financial Leasing | $85.93

Grand Total | Vendor Count | 21 | $196,228.46
SUBJECT:
TCMS Purchased Services (Good & Services) Agreement

Agenda Item #: AB18-0406
For Agenda of: June 26, 2018
Prepared by: Dave Gray

ATTACHMENTS (list):
☒ Resolution No. 18-0406 with Exhibits A, B, and C
☒ TCMS Contract Signing Authority

Fiscal Note/Consideration: The budgeted repair is $66,856.57 including state sales tax. The budgeted maintenance agreement is approximately $4,200 & $8,820 for years 2018 & 2019.

SUMMARY STATEMENT:
After selecting TCMS for the City Hall HVAC system maintenance and operations Purchased Services Agreement, staff was apprised of the failure of the existing Delta Control system.

In 2016 TCMS and Key Mechanical submitted bids for the work. Both bid amounts were more expensive than the City could manage due to other large facility maintenance costs (painting City Hall). The repair was budgeted for 2018 at $68,000. After soliciting new bids for the work, using the MRSC public works roster, no new bids were received (after one month). This is likely due to the specialized nature of the HVAC system and the fact that a maintenance contract was not also bid as TCMS currently holds that contract with the City. TCMS remains the only viable bidder.

Execution of the purchased services agreement will enable TCMS to complete the work identified in 2016, and maintain the system until the end of the Mechanical Contract on January 31, 2020, at which time we will go back out to bid for a combined agreement.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: This item has been before Council at the May 15, 2018 Council Study Session and was recommend to be placed on the consent agenda for action.

RECOMMENDED ACTION: Authorize the Mayor to adopt Resolution No. 18-0406, executing the TCMS, Inc. Control System Purchased Services Agreement for a new HVAC Control System installation and regular maintenance until January 31, 2020 under the Consent Agenda.

ALTERNATIVES TO RECOMMENDED ACTION:
1) Do not adopt
2) Forward to Study Session for further review
RESOLUTION NO. 18-0406

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

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

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

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

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

Section 1. The Mayor is hereby authorized to execute a multi-year control system purchase and installation together with a maintenance agreement with TCMS, attached hereto and incorporated herein.


________________________________________  
Daryl Eidinger, Mayor

ATTEST:

________________________________________  
Rachel Pitzel, City Clerk
GOODS & SERVICES AGREEMENT
FOR
ORDINARY MAINTENANCE
between the City of EDGEWOOD and TCMS, INC.

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

AGREEMENT

I. DESCRIPTION OF WORK.

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

| Goods: (1) Purchase of a N4 Niagara Building Logix Control System, as described in Exhibit A, attached hereto. |
| Services: (1) Removal and disposal of the existing City Hall HVAC Delta Control System. (2) Installation of the N4 Niagara Building Logix Control System in City Hall; (3) Maintenance of the N4 Niagara Building Logix Control System as described in Exhibit B, attached hereto, which includes provision of parts, calibration of controls; and (4) On-site, inspection/verification of the N4 Niagara Building Logix Control System, which shall occur four times a year at a minimum. |

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

II. TIME OF COMPLETION.

A. Once this Agreement is executed by both parties, the Vendor shall begin removal of the existing City Hall HVAC Delta Control System and the installation of the new N4 Niagara Building Logix Control System. The new N4 Niagara Building Logix Control System shall be completely installed on or before August 31, 2018.

B. After installation of the new N4 Niagara Building Logix Control System, Vendor shall perform all maintenance services as described in Exhibit B, attached hereto.

C. The maintenance services portion of this agreement (Exhibit B) shall commence on the date the N4 Niagara Building Logix Control System is installed but no later than August 31, 2018 and extend until January 31, 2020. This agreement may be terminated pursuant to Section VI.
III. COMPENSATION. The City shall pay the Vendor an amount not to exceed $60,834.00, plus applicable Washington State Sales Tax, for the goods, materials, and services contemplated in Exhibit A of this Agreement. The City shall pay the Vendor the following amounts according to the following schedule for the goods, materials and services contemplated in Exhibit B of this Agreement: $2,100 per quarter until February 01, 2019 at which time the rate shall increase to $2,205 per quarter until January 31, 2020.

Vendor shall be paid a lump sum for the goods and services in Exhibit A upon submission of a invoice and quarterly upon the submission of an invoice detailing the quarterly agreed upon base fee, together with any charges identified in writing and attached hereto, as additional cost. The City will endeavor to process Vendor’s invoice promptly and in no instance will a properly authorized and presented invoice, that is not disputed, be paid later than 30 days after receipt.

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

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.

B. Final Payment: Waiver of Claims. VENDOR’S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

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

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

VI. TERMINATION. Either party may terminate this Agreement with 90 days written notice, with or without cause, to be sent to the other party’s address set forth on the signature block of this Agreement. The services provided in Exhibit B will terminate on January 31, 2020.

VII. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written GOODS & SERVICES AGREEMENT FOR ORDINARY MAINTENANCE - 2 (Over $10,000.00, including WSST)
change order request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

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

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

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

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

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

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

GOODS & SERVICES AGREEMENT FOR ORDINARY MAINTENANCE - 3
(Over $10,000.00, including WSST)
B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

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

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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

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

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

XII. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the GOODS & SERVICES AGREEMENT FOR ORDINARY MAINTENANCE - 4 (Over $10,000.00, including WSST)
Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

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

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

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

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

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

XV. MISCELLANEOUS PROVISIONS.

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

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

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
D. **Assignment.** Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

F. **Entire Agreement.** The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

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

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

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

<table>
<thead>
<tr>
<th>VENDOR:</th>
<th>CITY OF EDGEWOOD:</th>
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<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>(signature)</td>
<td>(signature)</td>
</tr>
<tr>
<td>Print Name: <strong>Todd Wyche</strong></td>
<td>Print Name: <strong>Daryl Eidinger</strong></td>
</tr>
<tr>
<td>Its: <strong>General Manager</strong></td>
<td>Its: <strong>Mayor</strong></td>
</tr>
<tr>
<td>DATE: <strong>6-18</strong>, 2018</td>
<td>DATE: <strong>June 26, 2018</strong></td>
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GOODS & SERVICES AGREEMENT FOR ORDINARY MAINTENANCE - 6
(Over $10,000.00, including WSST)
<table>
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<tr>
<th><strong>NOTICES TO BE SENT TO:</strong></th>
<th><strong>NOTICES TO BE SENT TO:</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>VENDOR:</strong></td>
<td><strong>CITY OF EDGEWOOD:</strong></td>
</tr>
<tr>
<td>Todd Wyche</td>
<td>City Clerk</td>
</tr>
<tr>
<td>General Manager</td>
<td>City of</td>
</tr>
<tr>
<td>TCMS, Inc.</td>
<td></td>
</tr>
<tr>
<td>8310 30th Ave. NE</td>
<td></td>
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<tr>
<td>Lacey, WA 98516</td>
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<tr>
<th><strong>APPROVED AS TO FORM:</strong></th>
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</thead>
<tbody>
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<td>City Attorney, Carol Morris</td>
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</table>

**GOODS & SERVICES AGREEMENT FOR ORDINARY MAINTENANCE - 7**
(Over $10,000.00, including WSST)
TCMS will provide the necessary Building Logix front end control board, professional graphics, software & programming, controllers, relays, temperature sensors, water temperature sensors, water flow sensors, differential pressure control sensors and professional installation for a new non-proprietary open protocol automated Building Logix N4 control system integrated to the existing Delta controllers. This new control system will be able to provide the customer with easy access to the control system via the internet in real time. This service will give the customer the ability to have integration control, supervision, data logging, alarming, scheduling, network management, operational dashboards and system diagnostics as well as predictive modeling for maximum equipment and building performance.

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

- Disconnect, remove and dispose of the existing Delta control front end
- Provide and Install new Niagara N4 based Building Logix front end control board with power adapter and transformers inside existing control panel
- Provide and install BACnet MS/TP client driver
- Provide and install new controllers on the 4 WSHP's that were not communicating due to existing board failures
- Provide and install new controllers on HRU and WWHP units
- Provide and install all necessary temperature and OSA sensors for WSHP and HRU
- Provide and install all necessary water temperature sensors for WWHP, WSHP and ground loop lines
- Provide and install all necessary flow switches for the well field loop line
- Provide and install new differential static pressure control on the loop line
- Provide and install new current transducer relays for all pumps, HRU fans and desiccant wheel
- Provide and install relays where needed
- Provide and install all the necessary professional graphics and programming
- All work to be performed by commercial HVAC service technicians with all industry and EPA certifications
EXCLUSIONS: The price does not include for any wiring changes or replacements to the control wiring or main voltage wiring. Any repairs or replacements to the existing control system for main control boards, equipment level controllers, field level controllers as well as any additional points not currently programmed, repairs, upgrades to or replacement of the existing onsite work station (On site Computer) would be extra to this agreement. Replacement/repairs to the existing mechanical systems, would also be extra to this agreement. We will also need free and easy access to all the equipment and any down time for things to be moved or access to be given, would be extra to this agreement. If the customer does not approve the optional maintenance service agreement price options, any software upgrades after the warranty time frame would not be included in this agreement. Ethernet wiring to provide remote access via internet. Any automated "Sentry II" motorized window controls are not included in this agreement. Anything other than what is explained in the proposal would be extra to this agreement.

-This project will be invoiced 30% upon authorization the remainder to be invoiced upon completion.

-Total Investment $ 60,834.00 + Washington State Sales Tax

-Price valid for 30 days from proposal date

-Work to be performed using regular day time labor, overtime labor hours are excluded

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

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

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

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:
- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:
- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; air fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

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

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

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

## SCHEDULE 1

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<th>Qty</th>
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<td>RIBXK420</td>
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The Customer is responsible for supplying and maintaining (updating) the computer workstation that the controls system is installed on.

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

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

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

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

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

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.

3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.

4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.

5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.

6. Customer will promptly pay invoices within ten (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.

7. Excluded from this Agreement, unless otherwise stated herein, is main power to the equipment disconnect, equipment structural supports, oil storage tanks, chimneys, cleaning interior of system(s) duct work and DDC Controls, and the replacement of refrigerant, refrigerant systems or refrigerant types due to system leaks or changes in laws/regulations.

8. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.

9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

10. This Agreement does not include responsibility for the design of the system, safety test, and valve bodies other than those associated with equipment listed on Schedule 1, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Contractor.

11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such services.

12. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion on this Agreement.

13. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
GUARANTEED LIFETIME PROTECTION TERMS AND CONDITIONS

14. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

15. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor’s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.

18. Contractor's obligation under this proposal 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. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor 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.

19. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
EXHIBIT C
INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington and Employer’s Liability Insurance.

B. 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. **Employer’s Liability** insurance each accident $1,000,000; Employer’s Liability Disease each employee $1,000,000; and Employer’s Liability Disease – Policy Limit $1,000,000.

C. Other Insurance Provisions

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

1. The Consultant’s insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.
2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Consultant. The Consultant’s insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant’s insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a “claims made” basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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.
Attn: City of Edgewood

Re: Signing Authority

To whom it concerns:

May 17th, 2018

On behalf of Temp Control Mechanical Service (TCMS) and Trotter & Morton Facility Services operating in Washington State we grant full consent for Mr. Todd Wyche, General Manager of the Lacey branch of TCMS to act on behalf of the company and engage in any and all agreements, contracts or otherwise that are necessary for the company to operate and conduct business in Washington.

David Ryan

Jane Ryan

Principal

Principal
**SUBJECT:** Buxton Agreement and Resolution

**Agenda Item #:** AB18-0411

**For Agenda of:** June 26, 2018

**Prepared by:** Darren Groth

**ATTACHMENTS (list):**
- ☒ Resolution No. 18-0411
- ☒ Buxton Agreement

**Review of Materials:**

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**Fiscal Note/Consideration:** Total = $150,000. The term of the agreement is for three years at a cost of $50,000 per year, invoiced annually. At any time during the initial 3-year term, however, the City may cancel services for the following year(s) by providing written notice to Buxton at least 60 days in advance of a renewal. If the City cancels services prior to the expiration of the initial 3-year term, the City will be invoiced 10% of the remaining balance.

**SUMMARY STATEMENT:**

Buxton is available to partner with the City of Edgewood in a six step process that was outlined in their Retail Recruitment & Retention Solution proposal, which was used to create the attached Agreement (Exhibit 1). City staff will have access to Buxton’s web-based SCOUT application platform. The SCOUT application will enable the City to perform the following eight functions without devoting additional staff time or resources to another consultant.

- Identify retail matches
- See aerial views
- Run variable reports
- View physician intelligence
- View city limit maps
- Run comparable reports
- Run healthcare reports
- Run demographic reports

Buxton will serve as an extension of City staff in carrying out the City Council’s objective of implementing the 2016 Community Attributes, Inc. (CAI) economic development strategy. This charge has been a lingering goal for the Mayor and staff since the report’s publication in September 2016. Due to several factors, but mainly contributable to staffing changes, the implementation of the CAI study has not come to fruition. Buxton augments staff’s experience and knowledge to proactively attract, recruit, and retain the mix of jobs and businesses that were envisioned when the City adopted revised commercial design guidelines for the Town Center and Meridian Corridor zoning districts in 2014.

**COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:** N/A

**RECOMMENDED ACTION:** Authorizing the Mayor to adopt Resolution No. 18-0411, authorizing the Mayor to execute an agreement with Buxton Company to provide retail recruitment and retention solutions for Economic Development under the Consent Agenda

**ALTERNATIVES TO RECOMMENDED ACTION:**
1) No action;
2) Remand to Study Session for further discussion;
3) Find alternative tools to implement staff’s charge; or
3) Reactively process any potential development request.
RESOLUTION NO. 18-0411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A THREE YEAR PROFESSIONAL SERVICES AGREEMENT WITH BUXTON COMPANY IN THE AMOUNT OF $150,000 TO PROVIDE RETAIL RECRUITMENT AND RETENTION SOLUTIONS FOR ECONOMIC DEVELOPMENT

WHEREAS, the City Council, desiring to formulate an Economic Development Strategic Plan, has been reviewing options for managing the City’s ability to influence development with the goal of maintaining the rural character of Edgewood; and

WHEREAS, the Mayor and City Council are aware of significant budget constraints in securing information about the attractiveness of the community to retail and commercial suitors and the City’s ability to identify matches meeting their strategic focus; and

WHEREAS, the Mayor directed staff to research options for outside assistance in the form of consultants such as those already used like 3 Square Blocks and Community Attributes that would be able to provide information and guidance to the City toward achieving a strategic plan; and

WHEREAS, staff investigated several companies that specialize in coaching cities in designing and implementing Economic Development plans and determined Buxton, whom the current City Community Development Director has worked with in other municipalities, was the most comprehensive provider meeting the City of Edgewood’s needs;

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

Section 1. The Mayor is hereby authorized to execute the Consultant Services Agreement attached hereto as Exhibit A, which is a three year service agreement with Buxton Company for Economic Development information, guidance and retail/commercial contacts, in the amount of $50,000 annually or for a total of $150,000.00.


____________________________
Daryl Eidinger, Mayor

ATTEST:

____________________________
Rachel Pitzel, City Clerk
CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 26th day of June, 2018, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

and the Buxton Company, a corporation organized under the laws of the State of Texas doing business at:

Buxton Company (hereinafter the “CONSULTANT”)
2651 S. Polaris Drive
Fort Worth, TX 76137
Contact: Dennis Maher Phone (817) 332-3681 email: dmaher@buxtonco.com

for professional services in connection with the following Project:

Retail Recruitment and Retention Solution -- Economic Development Program, all as set forth in the documents provided by Buxton (17 pages) dated June 30, 2018, and attached hereto as Exhibit B.

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

Revised 2/26/15
3. **Terms.** This Agreement shall commence on June 27, 2018, ("Commencement Date") and shall terminate on June 26, 2021 unless extended or terminated in writing as provided herein.

4. **Compensation.**

   □ **LUMP SUM.** Compensation for these services shall be a Lump Sum of $__________, which includes all applicable tax.

   □ **TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed $__________, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

   □ **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 "__________"

   **XX OTHER.** Fifty Thousand Dollars ($50,000.00) per year, which includes all applicable tax and expenses, for a not to exceed total amount of $150,000.00. ($50,000 for year 2018, $50,000 for year 2019, and $50,000 for year 2020.)

5. **Payment.**

   **Payment for year 2018:** Upon execution of this contract the City will pay Buxton $25,000.00. Buxton will provide deliverables per the Attached Exhibit A schedule. Upon completion of Buxton delivering all services identified in Exhibit A on the timeline identified, but within one year of this contract execution, the City will pay Buxton another $25,000.00.

   **Payment for the year 2019:** On June 26, 2019, after Buxton has provided the deliverables set forth in Exhibit A for year 2019, the City will pay Buxton $50,000.00

   **Payment for the year 2020:** On June 26, 2020, after Buxton has provided the deliverables set forth in Exhibit A for year 2020, the City will pay Buxton $50,000.00

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

   **B.** Consultant 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.

   **C.** On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

   

Revised 2/26/15
D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City’s general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant’s business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement.

The term of this Agreement is described in Section 3 with services invoiced as set forth in Section 4 (the deadlines are “yearly renewal dates”). However, at any time during the term of this Agreement, the City may cancel services with or without cause for the following year by providing written notice to Buxton at least sixty (60) days in advance of a yearly renewal date. If the City cancels services prior to the expiration of the term of this Agreement, the City will be invoiced 10% of the remaining balance and the City will be required to pay this penalty ten days after receipt of an invoice from Buxton.

A. Termination without cause. This Agreement may be terminated by the City as set forth above for public convenience, for the Consultant’s insolvency or bankruptcy, or the Consultant’s assignment for the benefit of creditors.
B. **Termination with cause.** The Agreement may be terminated upon the default of the Consultant.

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

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

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

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

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

10. **Ownership of Work Product.**

   A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.
B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover

Revised 2/26/15
liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer’s Liability Insurance.

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

B. 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.

4. Employer’s Liability insurance each accident $1,000,000; Employer’s Liability Disease each employee $1,000,000; and Employer’s Liability Disease – Policy Limit $1,000,000.

C. Other Insurance Provisions

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

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

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Consultant. The Consultant’s insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant’s insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a “claims made” basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

Revised 2/26/15
D. Acceptability of Insurers

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

E. Verification of Coverage

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.

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

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

Daryl Eidinger
Mayor
2224 - 104th Avenue E.
Edgewood, WA  98372
Phone: 253-952-3299
Fax:  253-952-3537

Buxton Company
Attn: Dennis Maher
Buxton Company
2651 S. Polaris Drive
Fort Worth, TX 76137
Phone: (817) 332-3681
Email: dmaher@buxtonco.com


A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision’s true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor’s determination in a reasonable time, or if the Consultant does not agree with the Mayor’s decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

C. 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.


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

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

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

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

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

CITY OF EDGEWOOD, WASHINGTON

By: Daryl Eidinger
    Mayor
Date: ______________________
Attest:

By: Rachel Pitzer
    City Clerk

CONSULTANT

By: Todd Hartley
    Chief Financial Officer
Date: 6/21/18

APPROVED AS TO FORM:

By: Carol A. Morris
    City Attorney

Revised 2/26/15
EXHIBIT A

Deliverable Timeline

The City will have access to retail study, retail match lists and marketing packages within sixty (60) business days of kickoff.

| Phase Name: SCOUT, Retail Market Condition, Trade Area Definition, and Customer Profile |
|---|---|---|
| Phase | Task | Date Complete |
| 1.1 | Kickoff Meeting | Schedule upon execution |
| 1.2 | SCOUT Access | 10 business days post execution |
| 1.3 | Trade Area Research | 20 business days post kickoff |
| 1.4 | Retail Market Condition | 20 business days post kickoff |
| 1.5 | Customer Profile | 20 business days post kickoff |
| 1.6 | Milestone Deliverable 1 | 20 business days post kickoff |

| Phase Name: Retail Site Assessment & Matching |
|---|---|---|
| Phase | Task | Date Complete |
| 2.1 | Assess Trade Area Characteristics | 15 business days post Milestone 1 |
| 2.2 | Conduct Retail Match Analysis | 15 business days post Milestone 1 |
| 2.3 | Milestone Deliverable 2 | 15 business days post Milestone 1 |

| Phase Name: Marketing Packages, Retailer Contact, Final Reports, and LSMx |
|---|---|---|
| Phase | Task | Date Complete |
| 3.1 | Retailer Marketing Packages | 25 business days post Milestone 2 |
| 3.2 | Notify Matched Retailers | 25 business days post Milestone 2 |
| 3.3 | Present Final Reports to City | 25 business days post Milestone 2, subject to scheduling |
| 3.4 | LSMx license codes | 25 business days post Milestone 2 |
Proposal

RETAIL RECRUITMENT & RETENTION SOLUTION

Edgewood, WA

Prepared by: Dennis Maher
Expiration: June 30, 2018
OUR VALUE PROPOSITION

Since our founding in 1994, Buxton has been a leading force in retail site selection and development. We are recognized for creating solutions that provide results. Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets. Buxton soon realized that the company’s expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.

More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers, and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection, and recruitment. Clients benefit from Buxton’s unique understanding of site selection from the retailer’s point of view.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizens’ desire to shop at home; retain dollars currently spent outside of your community and maximize revenue growth to fund city services

- **Leverage Buxton’s Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your site and gain a competitive position by leveraging our experience:
  - 4,000+ total clients from the retail, restaurant, healthcare, and public sector industries
  - 800+ public sector clients nationwide
  - 40+ million square feet of retail space recruited
  - 500+ cumulative years of retail management and economic development experience

- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT™ with the touch of a button from any mobile device; gain answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand

- **Develop a Long-Term Partnership.** Receive personal guidance and ongoing insight into key industry topics
SCOPE OF SERVICES

Buxton is pleased to present this proposal to the City of Edgewood, WA. The purpose of this proposal is to outline and review your community development objectives and how Buxton’s solutions will enhance your ability to effectively meet those objectives.

City of Edgewood’s Objectives:

1. Understand current retail and restaurant economic condition
2. Recruit new retailers and restaurants
3. Retain existing retailers and restaurants

Retail Recruitment and Retention Solution: Your Community Profile

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and to identify specific retailers and restaurants who seek a market with household purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to Edgewood, WA by utilizing custom marketing packages that Buxton will create for you. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions. This knowledge will provide you with instant credibility and the ability to differentiate your community.

Step 1 – Research Your Community

Buxton uses over 250 consumer and business databases that are updated regularly and compares your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

Step 2 – Define and Evaluate Your Trade Area

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary methodology and knowledge of individual retail clients’ actual trade areas. Your drive-time trade area will be provided to you as a map that accurately depicts your consumer shopping patterns.

Step 3 – Profile Your Trade Area’s Residential Customers

Your community profile will analyze every household in your drive-time trade area. Based on more than 7,500 categories of lifestyles, purchase behaviors, and media reading and viewing habits (psychographics), the households in your trade area are assessed to gain an understanding of the types of retailers that would be attracted to your site.

Step 4 – We Match Retailers and Restaurants to Market Potential

Buxton will match the consumer profile of your community’s trade area against the customer profiles of 5,000+ retailers in our proprietary database. We will identify the similarity between the two profiles analyzed using Buxton’s proprietary retail matching algorithm to determine if your site presents an attractive opportunity for each retailer. We then qualify the list of matched results to verify that a retailer is currently operating or expanding, that they operate in similar sites, and that your site affords adequate buffer from competition and cannibalization to be realistically considered.
Step 5 – We Create Marketing Packages
Buxton will assemble individualized marketing packages for up to twenty (20) targeted retailers. We will notify each retailer’s key real estate decision maker by letter, informing them that they have been qualified by Buxton as a potential viable fit for your site and should expect to be contacted by a representative of the city.

Your marketing packages will be delivered to you in SCOUT and include a:
1. Map of the retail site and trade area
2. Map of the retailer’s potential customers
3. Retailer match report that compares the site’s trade area characteristics and consumer profile with the retailer’s sites in similar trade areas

Step 6 – We Provide Business Retention Tools
Buxton will provide reports through SCOUT that can be used to support business retention efforts by helping local business owners to make better business decisions. In addition, Buxton is pleased to offer the City of Edgewood access to LSMx. LSMx, which stands for Local Store Marketing powered by Buxton, is a customer acquisition solution designed specifically for small business owners and franchisees. The City of Edgewood can also leverage this tool to support local businesses and entrepreneurs, foster an environment that encourages private-public partnerships, and strengthen the business climate in their community. Upon execution of the LSMx Addendum, the City of Edgewood will have access to up to 25 complimentary *LSMx monthly subscriptions/license codes to distribute to local retailers, restaurants and service providers.

Solution Deliverables:
- SCOUT Touch access
- Drive time trade area maps
- Retail site assessment
- Retailer specific marketing packages (for up to twenty (20) retailers)
- Mobile tablet device at completion with pre-loaded findings
- *LSMx subscriptions (for up to twenty-five (25) monthly license codes)

Multi Year Deliverables:
Years 2 and 3 of this agreement will include a Retail Recruitment model refresh, retail marketing packages, *LSMx subscriptions, and full access to SCOUT and SCOUT Touch.

*LSMx deliverables are subject to the City of Edgewood executing the LSMx Addendum and the terms and conditions described therein.
Access and Use Your Retail Recruitment and Retention Solution via SCOUT Touch

Buxton’s Retail Recruitment and Retention solution will allow you to actively recruit retailers to your community and support existing businesses with the push of a button in SCOUT Touch, providing you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a web-based platform that is accessible on any Windows or iOS enabled device with an Internet connection. It is designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment and Retention solution includes one (1) mobile tablet device that will be provided at completion and pre-loaded with all key findings. This mobile tablet device, possession of the City of Edgewood, enables four (4) SCOUT users with the ability to run demographic and trade area profile reports, and view maps and other data elements.

In Buxton’s SCOUT Touch you will be able to:

- Identify retail matches
- Run variable reports
- View city limit maps
- Run healthcare reports
- See aerial view
- View physician intelligence
- Run comparable reports
- Run demographic reports

Support local business retention and expansion efforts with reports contained in the SCOUT reporting suite, including but not limited to:

**Consumer Propensity Report**
Quantifies likelihood of consumers of a given trade area to consume various goods and services or possess certain attitudes and opinions. This report can help local entrepreneurs, business owners and store managers better optimize their merchandise/product offerings or their local marketing strategies.

**Create Profiles Report**
Profiles a specific trade area to determine the likes/dislikes, spending behavior, and marketing preferences of the households and workers within that geography. This report can help local businesses evaluate a market’s retail potential or enhance marketing efforts.

**Retail Leakage and Surplus Report**
Quantifies the potential surplus or leakage in a trade area. This guide can help businesses understand how well the retail needs of residents are being met, uncover unmet demand and opportunities, and measure the difference between actual and potential retail sales.

**Count Base Daytime Population Report**
Examines the workforce in the study area and provides a count of the workforce population by industry. This report allows retail and restaurant owners to gain insights about how the population in the trade area differs during work hours so local businesses can cater to different types of workers.
SUPPORT

SCOUT Technical Requirements
SCOUT can be accessed at the following URL: www.buxtonco.com

SCOUT is a web-based application accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating SCOUT, Buxton’s recommended hardware configuration is 4-core CPU, 4 GB RAM (or higher). Examples include most modern-day laptops or desktops purchased within the last 3 years, iPad Pro 2017 or newer, Microsoft Surface Pro 2 or newer, or Samsung Galaxy Tab S3. The recommended browser for accessing SCOUT is the latest version of Chrome.

Buxton’s Helpdesk
(1-817-332-3681) is available during normal office hours (8:00 AM-5:30 PM CST, excluding weekends and public holidays). Buxton’s Helpdesk team will be available to support all educational, functional, and technical inquiries and will respond to all requests within twenty-four (24) hours of submission.
## TERM, FEES, AND DELIVERY

<table>
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<tr>
<td>Agreement Term</td>
<td>Three (3) Years</td>
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<tr>
<td><strong>Year 1 Fee</strong> (50% invoiced upon execution of this agreement; 50% invoiced upon targeted retailer identification)</td>
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<tr>
<td><strong>Year 2 Fee</strong> (Invoiced 1st anniversary of this agreement)</td>
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<tr>
<td><strong>Year 3 Fee</strong> (Invoiced 2nd anniversary of this agreement)</td>
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**Delivery** The City of Edgewood, WA will have access to retail match lists and marketing packages within sixty (60) business days of execution.

Your SCOUT access will be enabled within ten (10) business days of the execution of this agreement. The City of Edgewood, WA will have access to retail match lists and marketing packages within sixty (60) business days of execution. The initial term of this agreement is for three (3) years with services invoiced annually. However, at any time during this initial 3-year term, the City of Edgewood may cancel services for the following year by providing written notice to Buxton at least sixty (60) days in advance of a yearly renewal. If the City of Edgewood cancels services prior to the expiration of the initial term, the City of Edgewood will be invoiced 10% of the total remaining balance. All service fees associated with this agreement are due in net ten (10) days of the date of the invoice. Execution of this agreement will act as full consent that Buxton may include the City of Edgewood on its client list and in presentations and public relations events. Additionally, Buxton may issue a press release announcing the City of Edgewood as a client. When doing so, Buxton will not reveal information that is confidential and proprietary to the City of Edgewood.

---

**Buxton**

[Signatures]

**City of Edgewood, WA**

[Signatures]

Please provide us with a primary point of contact for invoice receipt.

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<th>Name:</th>
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<td>Phone:</td>
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<td>Email:</td>
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Preferred Method of Receipt: Email OR U.S. Mail
PROJECT TIMELINE

**Within ten (10) business days of executed agreement**
- Acquire retail location areas from the City of Edgewood
- SCOUT access

**Within sixty (60) business days post data acquisition**
- Research and verify the City of Edgewood's retail trade area
- Define drive-time trade areas
- Evaluate the City of Edgewood's retail potential
  - Analyze retail leakage/surplus
  - Examine local business retention and expansion
- Determine customer profile
- Assess retail sites
  - Determine matching retailers and restaurants market potential
- Deliver marketing packages and begin communication with retailers
Edgewood, WA

LSMx Addendum

Business Retention Supplement

Prepared by Dennis Maher
June 20, 2018

City of Edgewood, WA
2224 104th Avenue East
Edgewood, WA 98372

This Addendum is entered into between the City of Edgewood, WA ("City of Edgewood"), Buxton Company ("Buxton"), and LSMx, Inc. ("LSMx") (each a "Party" and collectively the "Parties"). This Addendum is attached to and made part of the Agreement between Buxton and the City of Edgewood, dated _______________________________ ("Buxton Agreement").

The purpose of this Addendum is to provide the City of Edgewood with access to LSMx software subscriptions for the Term of the Buxton Agreement, unless terminated earlier as set forth in the Buxton Agreement. The Parties acknowledge that this Addendum and each of its provisions is expressly contingent upon the Buxton Agreement and associated fees remaining in full force and effect.

Background
LSMx, which stands for Local Store Marketing powered by Buxton, is a proprietary customer acquisition solution designed specifically for small business owners and franchisees. Local governments and economic development agencies can also leverage this tool to support local businesses and entrepreneurs, foster an environment that encourages private-public partnerships, and strengthen the business climate in their community. For each month of the Term of the Buxton Agreement, the City of Edgewood will have access to up to 25 complimentary LSMx monthly subscriptions.

Deliverables and Terms
• Up to 25 LSMx subscriptions will be provided at no additional charge to the City of Edgewood for designation of access at the City of Edgewood’s sole discretion to local retail, restaurant and service provider subscribers (each a “subscriber”) during the Term of the Buxton Agreement.
• Any default or termination under the Buxton Agreement will also constitute a default and termination under this Addendum. In the event that the Buxton Agreement is terminated, the 25 monthly subscriptions will be canceled, at which time, each Subscriber will have the option of continuing their subscription at standard rates. Standard rates will be the prevailing rate at the time of cancelation.
• All fees associated with advertising campaigns executed via the LSMx software by the subscriber are at an additional cost to the subscriber. Each subscriber executing advertising campaigns within the LSMx software are responsible for such costs via the credit card information they provide in the LSMx software.
• If the City of Edgewood requests services not specified in this Addendum, the parties shall enter into an additional Addendum setting forth the additional services, fees, and other mutually agreed upon terms.
• The Parties to this Addendum expressly agree to the following terms and conditions:
Each subscriber will be subject to the applicable terms and conditions contained in the LSMx software license agreement accessed via the LSMx software.

The LSMx software is provided to each subscriber under a non-exclusive, non-transferable, limited, non-sublicensable, revocable license to access and use the LSMx software.

The LSMx software is not being sold to the City of Edgewood or a subscriber and it is not available for resell.

The LSMx software license does not convey any rights in or to the LSMx software or any patent, copyright, trademark or any other intellectual property rights of LSMx. LSMx retains all right, title, and interest in and to the LSMx software (including any upgrades, improvements, modifications, derivatives, and refinements to the LSMx software).

The parties hereby agree to and accept the terms of this Addendum as of the date written below.

**Buxton Company**

By: __________________________
Name: David Glover
Title: Chief Financial Officer
Date: 6/21/18

**City of Edgewood, WA**

By: __________________________
Name: Todd Hartley
Title: SUP/Controller
Date: __________________________

**LSMx, Inc.**

By: __________________________
Name: David Glover
Title: Chief Financial Officer
Date: __________________________
LSMx, Local Store Marketing powered by Buxton, is a simple, but powerful, customer acquisition solution, that allows local business owners to easily see and understand:

- Who and where their best potential customers are coming from
- How far their most valuable customers are willing to drive to their location
- How many potential customers are near or around them

LSMx:
- Alerts users about upcoming local events that could be driving business
- Shows where specific competitors are in relation to potential customers
- Highlights traffic congestion that might interfere with performance

**Key Differentiator**
LSMx completely executes marketing campaigns to the potential customers users see right from their mobile device in just minutes. Local businesses can target the potential customers that LSMx identifies with any or all the following marketing channels:

- Direct Mail
- Email
- Facebook
- Google
- Mobile Banner Ads

**Benefits to the City of Edgewood**
- Encourages private-public partnerships
- Supports local businesses
- Provides local businesses with resources (analytics, application, marketing automation, marketing execution) normally reserved for much larger entities
- Supports business retention
- Supports localization efforts
- Supports increase in local tax income because businesses can be more successful
The city of Waxahachie, Texas, had a challenge. City leaders wanted to recruit additional retail and restaurants to support their growing community, located approximately 30 miles south of downtown Dallas, but retailers kept saying the city's population was too small.

Waxahachie believed its true retail trade area was larger than the population living within city limits, but needed third party validation to present a convincing case.

Partnering with Buxton gave the city the trade area confirmation it sought, as well as a retail “match list” of retailers and restaurants that would be a good fit for the community. Waxahachie used the match list to develop its own wish list of retailers to pursue.

“Working with Buxton provides Waxahachie with information that retailers trust.”

Partnering with Buxton for Objective Analysis

The city turned to customer analytics firm Buxton to analyze the trade area and determine its retail potential.

“We knew [Buxton is] well respected by retailers,” notes Waxahachie Economic Development Coordinator Kassandra Carroll, explaining that the city wished to work with someone retailers trusted.
Partnering with a Developer to Attract Retailers

While Waxahachie was in the process of pursuing retailers using Buxton's match reports, Hunt Properties, Inc. approached the city in November of 2014 and expressed interest in building a new retail development.

Waxahachie provided Hunt with all the information it had access to through its partnership with Buxton, including the retail match list, wish list, and trade area consumer demographics/psychographics. Hunt welcomed the information, and even remarked that they wished every community could provide this type of data.

With retail goals clearly defined, Waxahachie and Hunt began courting retailers for the new Waxahachie Marketplace. Hunt handled the majority of retailer outreach while Waxahachie continued retailer conversations that were already in process.

The Vision Becomes Reality

The retail recruitment process for Waxahachie Marketplace moved quickly, with eight retailers confirmed by the summer of 2015. Academy will anchor the 19.32 acre development, which will boast 227,000 sq. ft. of retail space. McAlister’s Deli, Kirkland’s, T.J. Maxx, Hancock Fabrics, Five Below and Ulta will join Academy in opening their first Waxahachie locations, and Tuesday Morning will relocate an existing store – at double the current square footage – to the development.

Waxahachie continues to use Buxton’s analytics to support its economic development initiatives. Whether running market comparisons for retailers the city would like to attract, or understanding the potential for a senior independent living development, the city has found Buxton’s analytics to be a helpful tool.

To learn more about how Buxton’s analytics can support your retail development efforts, contact us today.
The Challenge

The city of Caribou, Maine, is the most northeastern city the United States, just 15 minutes west and 35 minutes south of the Canadian border. The city’s economy was historically fueled by a nearby U.S. Air Force base, but when the base closed as part of a military realignment in 1994, nearly $83 million in annual payroll left the community.

City leaders began working hard to bring back jobs, with a renewed focus on economic development following the 2012 arrival of City Manager Austin Bleess.

The Opportunity

A local software development company was seeing a lot of success and invested in a building downtown. The company was so good, however, that it was acquired by another firm, who promptly relocated the company to its own corporate headquarters in another state. After trying unsuccessfully to sell the building, the company donated it to the city.

The building was perfect for a software development or other IT-related business, and the city set out to fill the vacant space. Sitel Operating Corporation, one of the world’s leading outsourcing providers of call centers, had an existing location in the region and was considering relocating to Caribou. They were evaluating several locations, but Caribou knew that having Sitel downtown would provide a tremendous boost in jobs and economic activity.
But how could Caribou convince Sitel that the vacant building downtown was the right location for their business?

**The Solution**

The proof that Caribou needed came from an unexpected source: Buxton’s SCOUT platform. In January 2014, Caribou had partnered with Buxton to support retail development initiatives, but the city realized that the demographic and drive-time reports provided by Buxton could also be used to evaluate other types of sites.

Caribou ran custom 15 minute and 5 minute drive-time reports to show the population around the downtown site and the other sites that Sitel was considering.

Seeing the data was eye-opening for Sitel. It helped them to understand what a 15 minute drive-time really meant in rural Caribou, as opposed to a metropolitan area, and showed them exactly where their workforce was concentrated.

**The Results**

Sitel decided to purchase the downtown building from the city of Caribou and on May 1, 2015 brought 300 new jobs to the location, with 200 more jobs expected. The growth in jobs downtown has benefitted other businesses in the area, as retailers and restaurants have seen increases in traffic.

Caribou’s economy now has strong momentum and the city looks forward to welcoming more jobs and businesses in the near future.

To learn how Buxton can support your economic development efforts, contact us today.
CAMPAIGN RESULTS

"Almost 400 Annex Brand locations tested marketing using LSMx with a significant number achieving a new customer acquisition cost 32% to 51% lower than acquisition costs from previous marketing efforts. -Steve Goble, SVP Annex Brands Inc.

CAMPAIGN DETAILS

Created: Utilizing LSMx on a Mobile Device
Offer: $5 Off Shipping Via FedEx Ground or Air
Duration: 46 Days
Locations: 380 Locations
Direct Mail Pieces: Average 633 Per Location

Franchisees see strong results with LSMx because the tool utilizes your customer profile for targeted marketing. Your franchisees can easily see and count potential customers within their trade area. They can create and send corporate-approved ads with five (5) marketing channels all from their mobile device. Franchisees’ campaign spend, results and usage can be monitored from your corporate portal.
SUBJECT: Planning Commission Appointments to fill four terms that are ending on June 30, 2018.

Agenda Item #: AB18-027
For Agenda of: June 26, 2018
Prepared by: Darren Groth

ATTACHMENTS (list):
☒ PC Membership Roster – as of June 30
☒ PC Membership Roster – with Recommended Action

Review of Materials:

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<th>Appropriation Required: $0</th>
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<td>Mayor, Daryl Eidinger</td>
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<td>Asst. City Administrator, Dave Gray</td>
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<td>City Attorney, Carol Morris</td>
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<td>City Clerk, Rachel Pitzel</td>
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<td>Community Development Director, Darren Groth</td>
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<td>Public Works, Jeremy Metzler</td>
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Fiscal Note/Consideration: N/A

SUMMARY STATEMENT:
The City of Edgewood’s seven-member Planning Commission has four open positions due to staggered two-year appointments for each Commissioner that expire annually on June 30. The initial terms for Positions 1 through 3 were scheduled to expire on June 30, 2006 and the terms for Positions 4-7 were scheduled to expire on June 30, 2005. All seven positions were planned for two-year terms running continually from those dates. To fill the vacancies, the City held a recruitment that garnered applications from two current Planning Commission members and three new applicants. On June 19, 2018, City Council conducted interviews in accordance with the City Council Rules of Procedures for the two interviewees who attended the study session. The three remaining candidates were asked to interview during the July 3, 2018 study session.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A

RECOMMENDED ACTION: Appoint the two candidates already interviewed to Planning Commission positions 1 and 3 (Position 1 Guillory and Position 3 Lowry) with terms ending June 30, 2020; reappoint Commissioner Pincas from Position 1 to Position 6 with her term still ending on June 30, 2019; conduct interviews of the remaining three applicants; and appoint two of the remaining three applicants to Planning Commission Positions 2 and 7—the Position 2 appointment will fill a two-year term and the Position 7 appointment will be a one-year term ending on June 30, 2019.

ALTERNATIVES TO RECOMMENDED ACTION:
1) Reappoint the current Planning Commissioners and the candidate already interviewed as known quantities and then select one of the two new applicants to fill the remaining position.
2) Conduct all five interviews and appoint the four highest scores, which may limit the ability to sit a quorum for the scheduled July 9, 2018 Planning Commission meeting.
3) Appoint the highest current score to allow a quorum for the scheduled July 9, 2018 Planning Commission meeting and appoint the remaining three highest scores once all interviews are conducted.
Allison Pincas  
Position 1 – Term ending June 30, 2019

JoAnn Overfield  
Position 2 - Term ending June 30, 2018

Lucy Lowry  
Position 3 - Term ending June 30, 2018  
Chair – Term ending June 30, 2018

Carrie Streepy  
Position 4 - Term ending June 30, 2019

Sigmund Brudevold  
Position 5 - Term ending June 30, 2019

Andrew Loe, Vice Chair  
Position 6 - Term ending June 30, 2018  
Vice Chair – Term ending June 30, 2018

Jamie Hamilton  
Position 7 - Term ending June 30, 2018
Carly Guillory
Position 1 – Term ending June 30, 2020

Vacant – To be filled July 10 by JoAnn Overfield or New Commissioner
Position 2 - Term ending June 30, 2020

Lucy Lowry
Position 3 - Term ending June 30, 2020
Chair – Term ending June 30, 2018*

Carrie Streepy
Position 4 - Term ending June 30, 2019

Sigmund Brudevold
Position 5 - Term ending June 30, 2019

Allison Pincas
Position 6 - Term ending June 30, 2019

Vacant – To be filled July 10 by New Commissioner
Position 7 - Term ending June 30, 2019

*Need to select new Chair and Vice-Chair during the July 9, 2018 meeting—both roles filled annually.
SUBJECT: Ordinance amending Ordinance No. 17-0516; the 2018 Budget, Amendment No. 3

Agenda Item #: AB18-0524
For Agenda of: June 26, 2018
Prepared by: Dave Gray

ATTACHMENTS (list): ☒ Proposed Ordinance
☒ Exhibits A,B, and C

Approval of Materials:

<table>
<thead>
<tr>
<th>Mayor, Daryl Eidinger</th>
<th>☒ Expenditure Required: $217,676.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asst. City Administrator, Dave Gray</td>
<td>☒ Amount Budgeted: $0</td>
</tr>
<tr>
<td>City Attorney, Carol Morris</td>
<td>☒ Appropriation Required: $217,676.00</td>
</tr>
<tr>
<td>City Clerk, Rachel Pitzel</td>
<td>□ Timeline: N/A</td>
</tr>
<tr>
<td>Community Development Director, Darren Groth</td>
<td>□</td>
</tr>
<tr>
<td>Public Works, Jeremy Metzler</td>
<td>□</td>
</tr>
</tbody>
</table>

Fiscal Note/Consideration: Exhibit A: 2018 Budget Amendment No 3 increases the labor cost by $4,982 for raising the pay of the Building Official. This raise is based upon information used by the Salary Commission to determine competitive wages for staff for the 2019 budget preparation, and is being instituted mid-year due to adding a new Plans Examiner/Building Inspector position at the same salary schedule, also evident in the Salary Comparison. The increase in the 2018 Budget for the first floor kitchen and parking lot expansion, as contemplated by the lease with the Fire District, will be funded by General Fund Existing Fund Balance. The budget request is for $210,000 to cover a yet to be determined actual cost for the construction of the parking lot and kitchen, which current staff estimate is about $167,382.04. This estimate is extremely rough and may be revised by Gray & Osborne, the City’s on-call engineers, when they assume management of the project.

Exhibit B & C: The Surface Water Fund Budget increase is to transfer $47,723.02 that was unspent in the 2017 Budget and an additional $2,694 which is over the 2018 budget of $15,000 for a total additional ask of $17,694 for completion of the Surface Water Management Plan update. Total cost of the Plan will be $200,044.

SUMMARY STATEMENT: Budget Amendment No. 3 to Ordinance No. 17-0516, addresses an increase to pay for the Building Official salary; cost of completing kitchen, and parking lot improvements, mostly recovered by the East Pierce Fire & Rescue lease; and, the need to move 2017 budgeted monies to the 2018 budget for the completion of the Surface Water Management Plan- being produced by staff & Herrera Environmental Consultants.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: This Budget Amendment was reviewed and discussed by Council in the June 19th Study Session and recommended for placement on the June 26, RCM Consent Agenda for Council consideration and action.

RECOMMENDED ACTION: MOTION to adopt Ordinance No. 18-0524 approving the 2018 Budget Amendment No. 3, amending Ordinance No. 17-0516, increasing fund expenditures for labor, City Hall construction improvements and the completion of the Surface Water Management Plan.

ALTERNATIVES TO RECOMMENDED ACTION:
1) Do not adopt
2) Forward to Study Session for further review
ORDINANCE NO. 18-0524

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AMENDING ORDINANCE NO. 17-0516, THE BUDGET FOR THE 2018 FISCAL YEAR, PROVIDING UPDATES TO THE APPROVED GENERAL FUND BUDGET, TO ADDRESS INCREASES IN COSTS RELATING TO THE PUBLIC WORKS SURFACE WATER MANAGEMENT PLAN, THE 2018 SALARY SCHEDULE AND A NEW CITY HALL FACILITIES IMPROVEMENT PROJECT, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Edgewood established its 2018 Budget in Ordinance No. 17-04570516; and

WHEREAS, the City Council desires to amend the 2018 Budget to reflect updated labor expenditure estimates for the City Building Official staff position in the Salary Schedule (Ex. A) to amend expenditures in the General Government Capital Expenditures fund to address certain capital improvements to City Hall (Ex. C); and to address increases in the cost of the Surface Water Management Plan (Ex. B); and

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

Section 1. Amending the 2018 Salary Schedule. The 2018 Salary Schedule approved with Ordinance 17-0516 is amended to increase FT17-09 Step 5 for the Building Official staff position due to compression from the new Plans Examiner/Inspection position, all as shown in the attached Exhibit A.

Section 2. Amending General Government Capital Expenditure Budget. The 2018 Budget is increased to include the cost of the construction of a kitchen in the first floor of the City Hall, and parking lot improvements, as contemplated by the East Pierce Fire & Rescue Lease approved by Council at the May 22, 2018 Regular Council Meeting, as shown in the attached Exhibit D.

Section 2. Amending the 2018 General Fund, Specifically Public Works Surface Water Fund Budget Expenditures. The 2017 Surface Water Budget contemplated an expenditure of $182,350 to complete the Surface Water Management Plan. The plan was not completed in 2017 and this Budget Amendment moves $47,723.20 unspent in 2017 to the 2018 Budget and adds $2,694 to the 2018 Budgeted Expenditure, to complete the plan in 2018, attached as Exhibit B.

Section 3. Direction to Staff: Staff is hereby authorized and instructed to make the necessary changes to the printed form of the 2018 Budget and Exhibit A Salary Schedule to
reflect the above amendments and to make all necessary and appropriate line item entries and adjustments in order to reflect said amendments, attached as Exhibit C.

Section 5. Transmittal. The City Clerk is hereby authorized and directed to transmit a certified copy of this ordinance to the Association of Washington Cities, the Auditor of the State of Washington, and Municipal Research Services Center.

Section 6. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 7. Effective Date. A summary of this ordinance shall be published in the official newspaper of the City and this ordinance shall take effect and be in full force five (5) days after the date of publication.

Section 8. Approval. Pursuant to RCW 35A.33.120, the City Council finds that this Ordinance is in the best interest of the City and has approved this Ordinance by a majority plus one of all members of Council.


Mayor, Daryl Eidinger

Attest/Authenticated:

City Clerk, Rachel Pitzel, CMC

Approved As To Form:

City Attorney Carol Morris

Date of Publication: June 28, 2018
Effective Date: July 3, 2018
<table>
<thead>
<tr>
<th>Full Time Classifications</th>
<th>2018 Current Monthly Wage Range</th>
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</thead>
<tbody>
<tr>
<td><strong>Job Title</strong></td>
<td><strong>Step 1</strong></td>
</tr>
<tr>
<td>FT-17-01 Administrative Assistant</td>
<td>$3,503</td>
</tr>
<tr>
<td>FT-17-02 Communications Coordinator/Deputy Clerk</td>
<td>$3,957</td>
</tr>
<tr>
<td>FT-17-02 Permit Coordinator</td>
<td>$3,957</td>
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<tr>
<td>FT-17-02 Public Works Maintenance Tech</td>
<td>$3,957</td>
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<tr>
<td>FT-17-02 Accounting Tech</td>
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<td>FT-17-03 Public Works Maintenance Tech II</td>
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<tr>
<td>FT-17-05 Planning Technician</td>
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<tr>
<td>FT-17-05 ROW Inspector</td>
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<td>FT-17-06 Combination Inspector</td>
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<td>FT-17-07 Engineering Tech</td>
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<tr>
<td>FT-17-08 Associate Planner</td>
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<tr>
<td>FT-17-08 Code Enforcement</td>
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<tr>
<td>FT-17-08 Accounting Manager</td>
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<tr>
<td>FT-17-08 Building Inspector/Plans Examiner</td>
<td>$5,404</td>
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<tr>
<td>FT-17-09 Building Official</td>
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<tr>
<td>FT-17-10 City Clerk/ HR Director</td>
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<tr>
<td>FT-17-11 Senior Planner</td>
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<tr>
<td>FT-17-12 Senior Engineer</td>
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<tr>
<td>FT-17-13 Public Works Superintendent</td>
<td>$7,279</td>
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<tr>
<td>FT-17-14 Public Works Director,PE</td>
<td>$7,737</td>
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<tr>
<td>FT-17-14 Community Development Director</td>
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<tr>
<td>FT-17-14 Finance Director</td>
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<tr>
<td>FT-17-15 Assistant City Administrator</td>
<td>$8,170</td>
</tr>
</tbody>
</table>

All Hourly Compensation Rates are based upon the Monthly Rate Divided by 173.33 Hours.
## City of Edgewood
### Surface Water Management Plan
#### Contract Cost Recap

<table>
<thead>
<tr>
<th></th>
<th>Awarded</th>
<th>Spent</th>
<th>Budgeted</th>
<th>Amendment Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017 Contract Executed</td>
<td>$182,350.00</td>
<td>$134,626.98</td>
<td>$182,350.00</td>
<td>$47,723.02</td>
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<td>2018 Contract Need (to be executed)</td>
<td>$17,694.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$2,694.00</td>
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<tr>
<td><strong>Total Contract Award Needed to Complete</strong></td>
<td><strong>$200,044.00</strong></td>
<td><strong>$65,417.02</strong></td>
<td><strong>$197,350.00</strong></td>
<td><strong>$50,417.02</strong></td>
</tr>
</tbody>
</table>

This worksheet ignores any $ spent but not under contract in 2018.
## June 2018

<table>
<thead>
<tr>
<th>Fund Name/Department</th>
<th>Fund Number</th>
<th>Original Budget</th>
<th>Original Line Item</th>
<th>Description of Request</th>
<th>Line Item Added</th>
<th>Line Item Deleted</th>
<th>Amended Budget</th>
<th>Fund Balance Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund Expenditures: Building Dept</td>
<td>001-058</td>
<td>$799,779.86</td>
<td>$359,467.38</td>
<td>Increase Building Official Wage</td>
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<td>$364,449.38</td>
<td>$4,982.00</td>
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<tr>
<td>General Fund Tenant Improvement</td>
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<td>$484,882.86</td>
<td>$0.00</td>
<td>Parking Lot &amp; Kitchen EPFR Lease</td>
<td>$210,000.00</td>
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<td>$694,882.86</td>
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<tr>
<td>Surface Water Fund-Public Works</td>
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<td>$945,145.49</td>
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<td>Herrera 2017 SWP work to 2018</td>
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<td>$992,868.51</td>
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<tr>
<td>Surface Water Fund-Public Works</td>
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<td>$945,145.49</td>
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<td>Herrera 2018 Budget Addition</td>
<td>$2,694.00</td>
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<td>$995,562.51</td>
<td>$2,694.00</td>
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<tr>
<td><strong>Total Fund Balance Impact to the 2018 Budget</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$217,676.00</strong></td>
<td></td>
</tr>
</tbody>
</table>