CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA - REVISED
Tuesday, May 10, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. **CALL TO ORDER**
   Roll Call, Pledge of Allegiance
2. **PRESENTATION**
   - **A.** Chief Jon Parkinson – East Pierce Fire Rescue Update
3. **AUDIENCE COMMENT**
4. **MAYOR'S REPORT**
5. **CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
   The following items are presented for Council approval:
   - **A.** Review of Boards/Commission Minutes
   - **B.** Regular City Council Meeting Minutes of April 26, 2022
   - **C.** Study Session Meeting Minutes of May 3, 2022
   - **D.** **AB22-027** – a motion approving May 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of $201,142.75 and Vendor Check Numbers 25421 through 25442 with EFT and Direct Pay Payments in the amount of $329,513.80. Total distributions submitted for review and authorization in the amount of $530,656.55.
   - **E.** **AB22-0622 –** Resolution 22-0622, awarding the contract for the Edgemont Park Playground replacement to R.S. Underground INC
6. **COUNCIL BUSINESS**
   - **A.** **AB22-0627 –** Ordinance 22-0627, amending the Budget for the 2022 fiscal year
   - **B.** **AB22-028** – Economic Development Advisory Board appointments
7. **COUNCIL COMMENTS**
8. **ADJOURN**

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

2022

Annual Update

City of Edgewood

COMMAND STAFF

Jon Parkinson
Fire Chief

Bill Mack
Deputy Chief

Kevin Stabenfeldt
Assistant Chief
Operations/Training/ Volunteers

Jeff Moore
Assistant Chief
Logistics

Chuck King
Assistant Chief/ Fire Marshal
Prevention/Pub Ed/ Emergency Mgmt.

Russ McCallion
Assistant Chief
EMS

Brad Dyson
Battalion Chief
Medical Services Officer

Matt Gilbert
Battalion Chief
Training Officer

Justin Doyle
Battalion Chief
A Shift

Mike McGinnis
Battalion Chief
B Shift

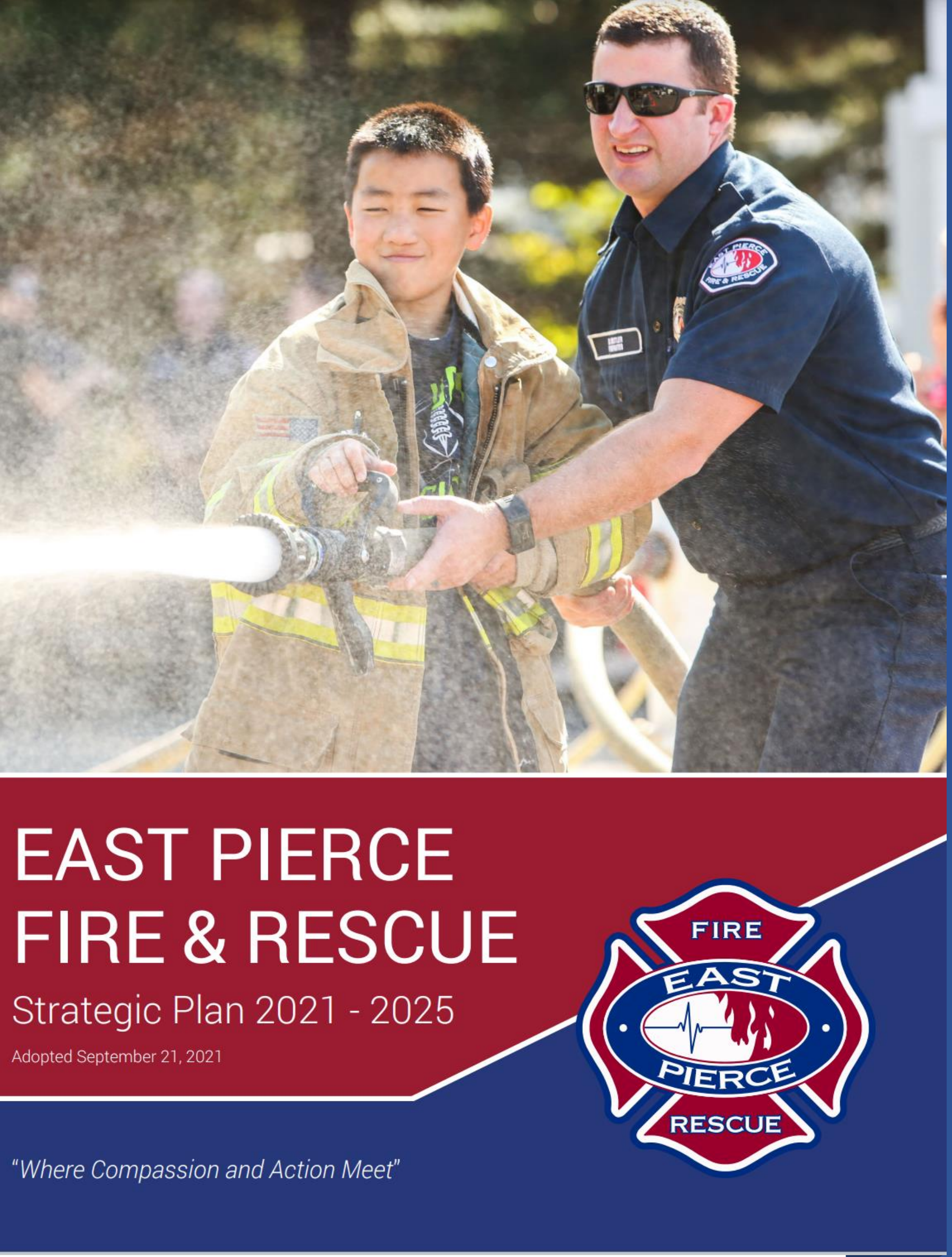
Rick Goetz
Battalion Chief
C Shift

Overview of East Pierce Fire & Rescue

- Service Area
- Staff Size
- Call Volume
- Governance
- Funding

2021 Annual Report

- Staffing Improvements
- Budget Adoption
- Strategic Plan
- Equipment & Facilities



Strategic Plan Overview

#1 Employees

- Support the wellness and development of our team

#2 Community Growth

- Prepare for an increasing population and increased service demand

- #3 Community Relations
    - Cultivate strong relationships

- #4 Organizational Efficiency
    - Communications, policy, and District resources

Bond Projects


EAST PIERCE FIRE & RESCUE
LADDER 113
113


EAST PIERCE
"Where Compas
and Action Me

Where are we headed…

- Behavioral Health Specialist Spring 2022
- MSO's 24/7/365 Fall 2022
- Sell Bonds in July 2022
- SAFER Grant
- Open St. 118 Fall 2022
- Ballot April 2023
- Open St. 117 2023
- Staff St. 124 2024

Questions?

PARKS AND RECREATION ADVISORY BOARD (VIRTUAL) MEETING SUMMARY

Wednesday, March 9, 2022 – 6pm ♦ City Hall – 2224 104th Avenue East ♦

1. **CALL TO ORDER**
   Brian Levenhagen called the meeting to order at 6:00pm

2. **ROLL CALL**
   Present: Brian Levenhagen, Jeff Southard, Amity Highley, Bill Hilton, Stacie Farmer, Anne Percival
   Absent: Linda Howard
   Council Liaison: Rosanne Tomyn
   City Staff Present: Public Works Director (PWD) Jeremy Metzler, IT Director Matthew Ray

3. **APPROVAL OF MEETING SUMMARY**
   Anne Percival **MOVED**, Stacie Farmer **SECONDED** to approve the February 9, 2022 Meeting Summary.
   APPROVED (6-0)

4. **OLD BUSINESS**
   - PROST Plan Update
     Public Works Director Metzler reviewed the draft PROST plan briefly. He asked board members to review it independently and respond no later than March 25th with their feedback. SCJ Alliance, would then add that feedback to the final draft that the Planning Commission would review at their April 11, meeting.

   - Edgewood Community Park – Dedication Ceremony Planning
     The event is scheduled for March 26, 2022 at 10am, and staff will be on hand at by 9:30am. Representatives from the Milton/Edgewood Library, as well as the FME Chamber will be in attendance and participating in various ways.

   - Edgewood Park Playground
     Public Works Director Metzler gave a brief rundown of the progress pertaining to the new equipment since the February meeting.

   - Edgewood Parks – Entry and Regulatory Signage
     Board members reviewed the sign rendering and discussed a possible placement at Edgemont Park.

   - Parks Appreciation Day Planning
     Discussion ensued as to possible activities to perform such as spreading wood chips or painting, at which park, and when.

   - Park Brochure & Website Updates
     Board members previewed the revised park brochures and website pages and were asked to provide suggestions for improvements or additions. Suggestions then included providing information about individual park features, amenities provided, and equipment available.

- Tri-Jurisdictional Meeting
  Board members discussed the upcoming April 6 meeting and whether or not they would have a quorum.

- Future Agendas List / 2022 Work Plan
  Public Works Director Metzler briefly reviewed the final, newly adopted 2022 Work Plan of the PRAB. He then reviewed the Future Agendas List for any additions/deletions board members wished to make.

5. <u>NEW BUSINESS</u>

- Edgewood Picnic Planning
  Board members briefly discussed the return of the annual picnic, and what their role would be in planning it.

6. <u>ADJOURN</u> – 7:16pm

CITY OF EDGEWOOD
ECONOMIC DEVELOPMENT ADVISORY BOARD (EDAB)
MEETING MINUTES
Monday, March 7, 2022 at 6 p.m.
Meeting Held Virtually via Zoom: (https://zoom.us/j/92275379112)

1. **CALL TO ORDER:** Chair Wiesenfeld called the meeting to order at 6:01 p.m.

   A. **Members Present:** Wise; Wiesenfeld; Butterfield; Clark; and Swanson

   B. **Commissioners Absent:** Neil; Position 6 (Vacant)

   C. **Staff Member(s) Present:** Darren Groth, CED Director
   Emily Arteche, Planning Manager
   Morgan Dorner, Senior Planner

   D. **Others Present:** Councilmember Tomyn

2. **CONSENT AGENDA:**
   A. **Agenda Approval**
   B. **Approval of Meeting Minutes for February 7, 2022**
   C. **Review of January Development Review Reports & Current Planning Presentation**
      i. Wiesenfeld moved to approve, as presented.
      ii. The Board voted 5-0 to approve the Consent Agenda.
      iii. Morgan Dorner, Senior Planner provided a Current Planning Presentation of recent development projects, projects under review, and speculative development. Discussion ensued regarding questions some of the projects and how it relates to economic development.

3. **CITIZEN COMMENT PERIOD:**
   A. Citizen comment from Jason Ramirez related to home-based businesses and advertising. In addition, the City use of the BERK report to assess allowed uses in certain zoning districts. Chair Wiesenfeld responded and Darren Groth provided some clarification. Butterfield asked for clarification regarding home-based businesses and what process they go through with the City and asked about providing businesses with a 'Welcome Packet'. Darren Groth responded provided clarification for the City processes. Wise responded regarding potential use of the Edgewood Business Map. Morgan Dorner responded about that being a possibility.
   B. Councilmember Tomyn comment regarding community events in Edgewood (Edgewood Community Park Opening and Mt. View Community Center Reading Night)

4. **OLD BUSINESS**
   A. EDAB Training
      i. "The New Economy and Implications for Community Planning" from Department of Commerce was scheduled for this meeting, however due to the time, members decided to proceed with the agenda and watch the training on their own outside of the meeting.
      ii. Morgan Dorner asked EDAB members to provide clarification on how future trainings should be conducted. Members generally agreed that trainings should be taken outside of meetings.
   B. Town Center
      i. Morgan Dorner provided a brief background and update regarding the Town Center Subarea Plan, then presented the new webpage for it on the City's website, found online here https://www.cityofedgewood.org/317/Town-Center-Subarea-Plan .

ii. Darren Groth provided a status update and brief background of the Town Center Subarea Plan Community Workshop to be held virtually on Thursday January 27, 2022. Darren Groth encouraged EDAB to attend and to share the workshop with the public.
iii. Discussion ensued regarding outreach efforts by the City and how EDAB members could help with that.

C. 2021 & 2022 Work Plan
  i. Chair Wiesenfeld introduced this item and provided a brief background. Additional explanation of the process and timeline for these work plans was provided.
  ii. Chair Wiesenfeld proposed to remove "Business [garden] tour" from the work plan, Butterfield agreed. Darren Groth responded stating that we could revise the 2022 work plan to remove this item.
  iii. Emily Arteche proposed adding to the 2022 Work Plan, an "Economic Development" element to the City's Comprehensive Plan. Each member agreed that this would be a good addition to the work plan.
  iv. Discussion ensured.

6. **NEW BUSINESS:**
  A. 2022 Work Plan Prioritization
    i. Chair Wiesenfeld introduced this item and provided a brief background. Discussion ensued. Morgan Dorner provided additional explanation of the process and timeline for these work plans. EDAB decided to Prioritize Town Center and Planning Commission Collaboration. Discussion regarding other items will be discussed at the next meeting.
  B. Planning Commission Collaboration Plan
    i. EDAB decided to move this item to the next meeting.

7. **STAFF COMMENTS:**
  A. Morgan Dorner commented regarding resources for economic development.

8. **BOARD COMMENTS:**
  A. Butterfield asked for clarification about in person meetings. Darren clarified that a hybrid meeting would be expected to start for the Boards & Commissions in April.
  B. Butterfield, Wise, and Chair Wiesenfeld commented about residential vs. commercial development along Meridian. Discussion about EDAB's mission and purpose ensued.
  C. Wise asked for clarification regarding growth targets. Darren providing clarification regarding target numbers for dwelling units and employment.
  D. Chair Wiesenfeld asked Board members to reach out to the community regarding the EDAB Position 6 vacancy.

9. **BOARD MEMBER UPDATES:**
  A. None

10. **ADJOURN:** Chair Wiesenfeld adjourned the meeting at 7:32 p.m.

CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES
Monday, March 14, 2022 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E
Meeting Held Virtually via Zoom

1.	**CALL TO ORDER:**	Vice-Chair Pincas called meeting to order at 6:01 PM
	A. Commissioners Present:	Guillory; Greene (7:09); Wagner; Pincas; Ramirez; Slate
	B. Commissioners Absent:	Overfield
	C. Staff Member(s) Present:	Darren Groth, CED Director Jeremy Metzler, Public Works Director Emily Arteche, Planning Manager Silas Read, Associate Planner Evan Hietpas, Associate Planner Joe Blaine, Engineering Technician
	D. Others Present:	Chris Overdorf (SCJ Alliance for PROST Plan Update item) Councilmember Day Councilmember Tomyn
2.	**CONSENT AGENDA:**	Slate motioned to APPROVE as presented, Wagner seconded. Commission voted 5-0 to approve the Consent Agenda, as presented.
3.	**CITIZEN COMMENTS:**	None
4.	**PUBLIC HEARINGS:**	None
5.	**ACTION ITEMS:**	None

6. DISCUSSION ITEMS:

A. New Business:

i. Training Opportunity: Edgewood's GIS Map
- Read led a presentation.
- Discussion ensued.

ii. Parks, Recreation, Open Space, and Trails (PROST) Plan Update
- Metzler and Overdorf provided a summary of Edgewood's PROST Plan update and requested input from Commissioners.
- Discussion ensued.

iii. Stormwater Manual Code Updates
- Metzler and Blaine summarized the proposed code updates.
- Discussion ensued.
- Planning Commission will hold a public hearing on the proposed code updates on April 11, 2022.

B. Old Business:

i. Sewer Connection Requirements

- Metzler provided an update on the City-wide sewer plan update process.
- Discussion ensued.

ii. Town Center (TC)

- Hietpas provided an update on the Town Center Subarea Plan, focusing on his presentation to the Milton Planning Commission meeting on Wednesday March 9th and the public survey that is open from February 28th - March 31st.
- Discussion ensued.

iii. 2022 Work Plan

- No discussion held on the 2022 Work Plan.

7. STAFF COMMENTS:

A. Groth announced the Town Hall meeting that will be held on Tuesday March 29, 2022.

8. COMMISSIONER COMMENTS: None

9. ADJOURN: Vice-Chair Pincas adjourned meeting at 7:31 PM.

CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA SUMMARY
Tuesday, April 26, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance. **Present:** Mayor Eidinger, Deputy Mayor Tomyn, Councilmember West, Councilmember Creley, Councilmember Day, Councilmember Buckley, Councilmember Lowry **Excused**: Councilmember Keith **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, City Attorney Ann Marie Soto

2 PRESENTATION

A. Healthy Communities

Amy Pow, Evan Smith & Victor Rodriguez with the Tacoma Pierce County Health Department presented.

3 PUBLIC HEARING

A. **AB-22-025** – Surface Water Manual Update

Mayor Eidinger read the rules of the public hearing into the record and then opened it at 7:18pm. Public Works Director Metzler spoke on the topic, there were no audience comments, Mayor Eidinger closed the public hearing at 7:19pm.

4 AUDIENCE COMMENT

Crystal Price, Ryan Erickson, Rose Hill and Jason Ramirez spoke.

5 MAYOR'S REPORT

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

6 CONSENT AGENDA:

A. Regular City Council Meeting Minutes of April 12, 2022

B. Study Session Meeting Minutes of April 19, 2022

C. **AB22-026** – a motion approving April 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Employment Security Department, Department of Labor & Industry, and IRS 941 in the amount of $161,798.59 and Vendor Check Numbers 25405 through 25420 with EFT and Direct Pay Payments in the amount of $367,376.53. Total distributions submitted for review and authorization in the amount of $529,175.12.

D. **AB22-0620** – Resolution 22-0620, relating to streets and transportation, adopting the 2023-2028 six-year Transportation Improvement Plan

Motion: As read, **Action:** Approve, **Moved by:** Councilmember West **Seconded by:** Councilmember Day **Motion Passed 6-0**

7 COUNCIL BUSINESS

A. **AB22-0626**– Ordinance 22-0626, updating boundaries within the General Sewer Plan, providing for severability

Public Works Director Metzler briefed the Council and those in attendance on this agenda item.
Motion: As read, **Action:** Approve, **Moved by:** Councilmember Lowry **Seconded by:** Councilmember West **Motion Passed 6-0**

B. **AB22-0621** – Resolution 22-0621, authorizing the Mayor to sign a second amendment to the Interlocal Agreement with Lakehaven Water and Sewer District

Public Works Director Jeremy Metzler briefed the Council on this item.
Motion: As read, **Action:** Approve, **Moved by:** Councilmember West **Seconded by:** Councilmember West **Motion Passed 5-1** (Councilmember Day)

8 COUNCIL COMMENTS

Councilmember West spoke.
Councilmember Lowry spoke.

9 ADJOURN

Mayor Eidinger adjourned the meeting at 7:42pm.

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

CITY OF EDGEWOOD
STUDY SESSION MEETING AGENDA SUMMARY
Tuesday, May 3, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led attendees in the Pledge of Allegiance.
Present: Mayor Eidinger, Deputy Mayor Tomyn, Councilmember Creley, Councilmember Day, Councilmember West, Councilmember Buckley (joined at 7:03pm), Councilmember Lowry
Absent: Councilmember Keith
Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community and Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT/Facilities Director Matthew Ray, Chief Berry, Senior Planner Morgan Dorner, Building Official, James Tumelson

2 COUNCIL BUSINESS

A. Interviews – Economic & Development Advisory Board (Position 6 Vacancy)

Senior Planner Dorner introduced applicant Michael Pierce, owner and operator of Acorn Brewery, who explained his interest and desire to join the Economic & Development Advisory Board. He then answered the Council's various questions.

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

Councilmember Tomyn touched on this regular agenda item briefly.

C. Discussion – Fire Code Updates

Building Official James Tumelson brought this agenda item forward for discussion.

D. Discussion - Ordinance - 2022 Budget Amendment No. 1

Assistant City Administrator Gray brought forward the first amendment to the 2022 budget for review and discussion.

E. Discussion – Surface Water Manual Update

Public Works Director Metzler reviewed this agenda item with the Council, and discussion then ensued. Council requested the item be sent back to the Planning Commission to provide clarification on discussion items.

F. Discussion - Resolution - Edgemont Park Playground Installation

Public Works Director Metzler discussed the details of the upcoming installation, asking that it be placed on an upcoming Consent Agenda.

G. Discussion – Ordinance – Amending Chapter 8.10 – Fireworks

Mayor Eidinger briefed the Council and those in attendance on this topic, and agreed to bring it back for further discussion.

H. Discussion – Ordinance – Title 8, Chapter 8.20 Noise Pollution

Mayor Eidinger reviewed the four possibilities with the Council, and discussion ensued. Council requested the City Attorney be present at the next study session for further discussion on the topic.

3 OTHER COUNCIL ITEMS

There were no council comments.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 8:14pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eidinger
Mayor

City of Edgewood 2022
May 10th 2022 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank	**PAYROLL ACCOUNT DISTRIBUTION**		
10611	**Last Number Issued Previous Authorization**		
AWC EFT 4/29/2022	AWC Employee Benefit Trust	4/29/2022	$52,260.53
DCP EFT 4/29/2022	Deferred Compensation Program	4/29/2022	$17,201.14
Direct Deposit Run -	Payroll Vendor	4/29/2022	$92,680.76
DRS EFT 4/29/2022	Dept of Retirement Systems	4/29/2022	$20,906.41
DSHS-DCS EFT	WA State Support Registry	4/29/2022	$819.00
IRS 941 EFT 4/29/2022	IRS 941	4/29/2022	$17,274.91
		Total	**$201,142.75**

Number	Name	Print Date	Amount
	CLAIM VOUCHER ACCOUNT DISTRIBUTION		
25420	**Last Number Issued Previous Authorization**		
25421	A & R Services dba Angela Rojo	5/10/2022	$1,135.00
25422	Active Construction, Inc.	5/10/2022	$122,274.61
25423	American Public Works Assoc.	5/10/2022	$630.00
25424	Association of WA Cities	5/10/2022	$100.00
25425	City of Sumner	5/10/2022	$5,958.33
25426	Daryl Eidinger	5/10/2022	$267.19
25427	Drain-Pro	5/10/2022	$1,223.50
25428	Form Source, Inc.	5/10/2022	$16.50
25429	Gray & Osborne, Inc	5/10/2022	$30,377.47
25430	Herrera Environmental Consultants, Inc.	5/10/2022	$13,108.54
25431	Pierce County Auditor's Office	5/10/2022	$26,643.00
25432	Pierce County Budget & Finance	5/10/2022	$5,000.00
25433	Pierce County Budget & Finance PW	5/10/2022	$3,299.02
25434	Pierce County Budget & Finance Sheriff	5/10/2022	$542.34
25435	Puget Sound Energy	5/10/2022	$19,778.93
25436	Dorner, Morgan L	5/10/2022	$150.00
25437	Canuck Investments	5/10/2022	$28,287.80
25438	Afichuk, David	5/10/2022	$17,500.00
25439	Lisitsyn, Ivan	5/10/2022	$7,801.80
25440	Pacific Heating & Cooling	5/10/2022	$93.25
25441	Stansell Glass, Inc.	5/10/2022	$2,602.38
25442	WA Assoc. of Building Officials	5/10/2022	$360.00
Direct Pay Payment	American Traffic Solutions	5/10/2022	$28,500.00
Direct Pay Payment	CDW Government	5/10/2022	$68.01
Direct Pay Payment	Kyocera Document Solutions NW	5/10/2022	$389.69
Direct Pay Payment	McKinstry Co, LLC	5/10/2022	$731.00
Direct Pay Payment	Monarch Landscape Holdings	5/10/2022	$1,235.31
Direct Pay Payment	Pacific Power Group LLC	5/10/2022	$1,158.31
Direct Pay Payment	Pape Machinery Inc.	5/10/2022	$285.00
Direct Pay Payment	Transpo Group	5/10/2022	$5,532.50
Direct Pay Payment	Utilities Underground Location Center	5/10/2022	$117.39
EFT Payment 5/5/2022	Century Link	5/10/2022	$154.29
EFT Payment 5/5/2022	Verizon Wireless	5/10/2022	$1,648.02
EFT Payment 5/5/2022	Xtreme Graphix, Inc.	5/10/2022	$65.64
EFT Payment 5/5/2022	Comcast	5/10/2022	$500.75
EFT Payment 5/5/2022	Crystal Springs	5/10/2022	$174.66
EFT Payment 5/5/2022	ESI Security	5/10/2022	$731.50
EFT Payment 5/5/2022	McLendon Hardware-Blue Tarp Credit Services	5/10/2022	$749.90
EFT Payment 5/5/2022	Murrey's Disposal Company	5/10/2022	$156.75
EFT Payment 5/5/2022	Office Depot	5/10/2022	$108.08
EFT Payment 5/5/2022	O'Reilly Auto Parts	5/10/2022	$7.55
EFT Payment 5/5/2022	Puget Sound Energy	5/10/2022	$49.79
Total Claims Voucher Distribution			**$329,513.80**
Total Distribution Submitted for Review & Authorization			$530,656.55
Authorization Adjustments:			
Total Distribution Net of Prior Authorized Adjustments			**$530,656.55**

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

______________________________Accounting Manager, Stephanie Goff

______________________________Mayor, Daryl Eidinger ___________________________________Council Member

Voucher Directory

Fiscal: : 2022 - May
Council Date: : 2022 - May - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	25421			**2022 - May - 1st Council Meeting**	
		544			
			May Services		
			001-018-000-518-30-41-01	Professional Services	$1,135.00
				Monthly Janitorial Svs. for May	
		Total 544			**$1,135.00**
	Total 25421				**$1,135.00**
Total A & R Services dba Angela Rojo					**$1,135.00**
Active Construction, Inc.					
	25422			**2022 - May - 1st Council Meeting**	
		4/2022 Pay Request			
			March Pay Request- 36th & Meridian Park		
			310-000-000-594-76-41-03	Professional Svs.-Property	$122,274.61
				36th & Meridian Park	
		Total 4/2022 Pay Request			**$122,274.61**
	Total 25422				**$122,274.61**
Total Active Construction, Inc.					**$122,274.61**
American Public Works Assoc.					
	25423			**2022 - May - 1st Council Meeting**	
		030222- ID# 831807			
			6/1/2022-5/31/2023 Membership		
			101-000-000-542-90-49-01	Admin/Overhead-Memberships	$315.00
				6/1/2021-5/31/2022 Membership	
			410-000-000-531-38-49-01	Memberships	$315.00
				6/1/2022-5/31/2023 Membership	
		Total 030222- ID# 831807			**$630.00**
	Total 25423				**$630.00**
Total American Public Works Assoc.					**$630.00**
American Traffic Solutions					
	Direct Pay Payment 5/5/2022 11:41:04 AM - 1			**2022 - May - 1st Council Meeting**	
		INV0032671			
			April Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	$28,500.00

Vendor	Number	Reference	Account Number	Description	Amount
			6 school zone cameras		
		Total INV0032671			**$28,500.00**
	Total Direct Pay Payment 5/5/2022 11:41:04 AM - 1				**$28,500.00**
Total American Traffic Solutions					**$28,500.00**
Association of WA Cities					
	25424		**2022 - May - 1st Council Meeting**		
		97576			
			AWCPD Membership Dues		
			001-058-000-558-60-49-01	Memberships	$100.00
			2022 AWCPD Membership Dues		
		Total 97576			**$100.00**
	Total 25424				**$100.00**
Total Association of WA Cities					**$100.00**
CDW Government					
	Direct Pay Payment 5/5/2022 11:41:04 AM - 2		**2022 - May - 1st Council Meeting**		
		V988737			
			April Purchases		
			001-019-000-514-20-49-01	Memberships & Subscriptions	$68.01
			PO 2022020- Adobe Acrobat for R.Pitzel		
		Total V988737			**$68.01**
	Total Direct Pay Payment 5/5/2022 11:41:04 AM - 2				**$68.01**
Total CDW Government					**$68.01**
Century Link					
	EFT Payment 5/5/2022 11:39:12 AM - 1		**2022 - May - 1st Council Meeting**		
		253-927-2018 680B 4/25-5/25/22			
			4/25-5/25/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	$154.29
			Elevator and Fire Alarm Line		
		Total 253-927-2018 680B 4/25-5/25/22			**$154.29**
	Total EFT Payment 5/5/2022 11:39:12 AM - 1				**$154.29**
Total Century Link					**$154.29**

Vendor	Number	Reference	Account Number	Description	Amount
City of Sumner					
	25425			**2022 - May - 1st Council Meeting**	
		767			
			May Services		
			001-019-000-554-30-41-01	Animal Control Services	$5,958.33
				Animal Control Svs. for May	
		Total 767			**$5,958.33**
	Total 25425				**$5,958.33**
Total City of Sumner					**$5,958.33**
Comcast					
	EFT Payment 5/5/2022 11:39:12 AM - 2			**2022 - May - 1st Council Meeting**	
		8498 35 021 0458551 4/25-5/24/22			
			4/25-5/24/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	$406.85
				City Hall Internet	
		Total 8498 35 021 0458551 4/25-5/24/22			**$406.85**
		8498 35 021 0602869 4/29-5/28/22			
			4/29-5/28/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	$93.90
				City Hall Public Internet	
		Total 8498 35 021 0602869 4/29-5/28/22			**$93.90**
	Total EFT Payment 5/5/2022 11:39:12 AM - 2				**$500.75**
Total Comcast					**$500.75**
Crystal Springs					
	EFT Payment 5/5/2022 11:39:12 AM - 3			**2022 - May - 1st Council Meeting**	
		15787820 042022			
			Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	$174.66
				Water Delivery	
		Total 15787820 042022			**$174.66**
	Total EFT Payment 5/5/2022 11:39:12 AM - 3				**$174.66**
Total Crystal Springs					**$174.66**
Daryl Eidinger					
	25426			**2022 - May - 1st Council Meeting**	
		042822-DE			
			Reimbursement for City Expense		
			001-013-000-513-10-43-01	Travel/Training Costs	$267.19
				Airline Ticket Reimbursement- RECon (Las Vegas)	
		Total 042822-DE			**$267.19**
	Total 25426				**$267.19**
Total Daryl Eidinger					**$267.19**

Vendor	Number	Reference	Account Number	Description	Amount
Drain-Pro					
	25427			2022 - May - 1st Council Meeting	
		98361			
			4/17-5/14/22 Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	$479.00
				Edgemont Park (regular service & hand sanitizer refill)	
		Total 98361			$479.00
		98362			
			4/17-5/14/22 Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	$259.00
				Nelson Nature Park (regular service & hand sanitizer refill)	
		Total 98362			$259.00
		98363			
			4/17-5/14/22 Svcs Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	$129.50
				Nelson Farm (regular service & hand sanitizer refill)	
		Total 98363			$129.50
		98364			
			4/17-5/14/22 Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	$226.50
				Trailhead Park (regular service & hand sanitizer/seat cover refill)	
		Total 98364			$226.50
		98365			
			4/17-5/14/22 Svcs PW Garage		
			001-076-000-576-80-45-03	Operating Rentals	$129.50
				PW Garage (regular service & hand sanitizer refill)	
		Total 98365			$129.50
	Total 25427				$1,223.50
Total Drain-Pro					$1,223.50
ESI Security					
	EFT Payment 5/5/2022 11:39:12 AM - 4			2022 - May - 1st Council Meeting	
		001423			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$731.50
				Master Keys/Padlocks for Edgewood Community Park	
		Total 001423			$731.50
	Total EFT Payment 5/5/2022 11:39:12 AM - 4				$731.50
Total ESI Security					$731.50
Form Source, Inc.					
	25428			2022 - May - 1st Council Meeting	
		858806			
			April Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	$16.50

Vendor	Number	Reference	Account Number	Description	Amount
				Miranda Warning Cards (Set-Up Fee)	
		Total 858806			**$16.50**
	Total 25428				**$16.50**
Total Form Source, Inc.					**$16.50**
Gray & Osborne, Inc					
	25429			**2022 - May - 1st Council Meeting**	
		31-G&O Prj. 19614.00			
			April Svcs-General Sewer Plan Update		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	$24,941.32
				General Sewer Plan Update	
		Total 31-G&O Prj. 19614.00			**$24,941.32**
		6-G&O Prj. 21621.00			
			April Svcs-Chrisella Rd E Safety Improvements		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	$5,436.15
				Chrisella Rd E Safety Improvements	
		Total 6-G&O Prj. 21621.00			**$5,436.15**
	Total 25429				**$30,377.47**
Total Gray & Osborne, Inc					**$30,377.47**
Herrera Environmental Consultants, Inc.					
	25430			**2022 - May - 1st Council Meeting**	
		50601			
			February Svcs-Prj 21-07553-000		
			410-000-000-531-38-41-01	Professional Service	$1,863.63
				SW Management Action Plan	
		Total 50601			**$1,863.63**
		50854			
			March Svcs-Prj 21-07553-000		
			410-000-000-531-38-41-01	Professional Service	$5,540.96
				SW Management Action Plan	
		Total 50854			**$5,540.96**
		50872			
			March Svcs-Prj 21-07638-001		
			410-000-000-531-38-41-01	Professional Service	$4,530.47
				Lake Chalet Pump Station	
		Total 50872			**$4,530.47**
		50878			
			March Svcs-Prj 21-07638-002		
			410-000-000-531-38-41-01	Professional Service	$1,173.48

Vendor	Number	Reference	Account Number	Description	Amount
				Lake Chalet Pump Station- Permitting	
		Total 50878			**$1,173.48**
	Total 25430				**$13,108.54**
Total Herrera Environmental Consultants, Inc.					**$13,108.54**
Kyocera Document Solutions NW					
	Direct Pay Payment 5/5/2022 11:41:04 AM - 3			**2022 - May - 1st Council Meeting**	
		55T1109892			
			1/31-4/29/22 Copy Charges		
			001-018-000-518-20-42-03	Copy Machine Charges	$389.69
				Copy Overage Charges	
		Total 55T1109892			**$389.69**
	Total Direct Pay Payment 5/5/2022 11:41:04 AM - 3				**$389.69**
Total Kyocera Document Solutions NW					**$389.69**
McKinstry Co, LLC					
	Direct Pay Payment 5/5/2022 11:41:04 AM - 4			**2022 - May - 1st Council Meeting**	
		10172824			
			April Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	$731.00
				Annual Fire Sprinkler Test	
		Total 10172824			**$731.00**
	Total Direct Pay Payment 5/5/2022 11:41:04 AM - 4				**$731.00**
Total McKinstry Co, LLC					**$731.00**
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 5/5/2022 11:39:12 AM - 5			**2022 - May - 1st Council Meeting**	
		D18157/3			
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$9.85
				Clear Plastic for PW Stock	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	$19.68
				Clear Plastic for PW Stock	
			410-000-000-531-38-31-01	Operational Supplies	$19.68
				Clear Plastic for PW Stock	
		Total D18157/3			**$49.21**
		D18482/3			
			March Purchases		
			001-011-000-511-60-31-05	Supplies-Misc	$21.69
				Hardware for Installing Clock/Timer for Council Chambers	
		Total D18482/3			**$21.69**

Vendor	Number	Reference	Account Number	Description	Amount
		D18921/3			
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$48.09
				Plungers for Park Restrooms	
		Total D18921/3			**$48.09**
		D19765/3			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$47.45
				Drain Snake, Gloves for Park Restrooms	
		Total D19765/3			**$47.45**
		D23788/3			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$48.76
				Parts/Supplies for Playground Repair	
		Total D23788/3			**$48.76**
		D24468/3			
			April Purchases		
			410-000-000-531-38-31-01	Operational Supplies	$62.60
				Grade Stakes- Wetland Survey	
		Total D24468/3			**$62.60**
		D29672/3			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$8.74
				Concrete Mix for Edgewood Community Park	
		Total D29672/3			**$8.74**
		D30141/3			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$15.31
				Backpack Sprayer	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	$30.63
				Backpack Sprayer	
			410-000-000-531-38-31-01	Operational Supplies	$30.63
				Backpack Sprayer	
		Total D30141/3			**$76.57**
		D33654/3			
			April Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$6.22
				Command Strips	
		Total D33654/3			**$6.22**
		D34341/3			
			April Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	$15.31
				Safety Glasses	
			001-058-000-558-50-31-05	Supplies-Misc	$21.86
				Measuring Tape	
		Total D34341/3			**$37.17**

Vendor	Number	Reference	Account Number	Description	Amount
		D35613/3			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$343.40
				Wheelbarrow, Painting Supplies for Parks	
		Total D35613/3			**$343.40**
	Total EFT Payment 5/5/2022 11:39:12 AM - 5				**$749.90**
Total McLendon Hardware-Blue Tarp Credit Services					**$749.90**
Monarch Landscape Holdings					
	Direct Pay Payment 5/5/2022 11:41:04 AM - 5			**2022 - May - 1st Council Meeting**	
		CD50209381			
			April Services-Backflow Testing		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	$1,235.31
				Backflow Testing	
		Total CD50209381			**$1,235.31**
	Total Direct Pay Payment 5/5/2022 11:41:04 AM - 5				**$1,235.31**
Total Monarch Landscape Holdings					**$1,235.31**
Murrey's Disposal Company					
	EFT Payment 5/5/2022 11:39:12 AM - 6			**2022 - May - 1st Council Meeting**	
		10502294S111			
			April Svcs- Maint Shop		
			001-018-000-518-20-47-03	Waste Disposal	$156.75
				Maintenance Shop	
		Total 10502294S111			**$156.75**
	Total EFT Payment 5/5/2022 11:39:12 AM - 6				**$156.75**
Total Murrey's Disposal Company					**$156.75**
Office Depot					
	EFT Payment 5/5/2022 11:39:12 AM - 7			**2022 - May - 1st Council Meeting**	
		239852433001			
			April Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$55.13
				Pens	
		Total 239852433001			**$55.13**
		239853052001			
			April Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$52.95
				Paper Towels, Sharpies	
		Total 239853052001			**$52.95**
	Total EFT Payment 5/5/2022 11:39:12 AM - 7				**$108.08**
Total Office Depot					**$108.08**

Vendor	Number	Reference	Account Number	Description	Amount
O'Reilly Auto Parts					
	EFT Payment 5/5/2022 11:39:12 AM - 8			**2022 - May - 1st Council Meeting**	
		3725-425283			
			April Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	$7.55
				Brake Cleaner	
		Total 3725-425283			**$7.55**
	Total EFT Payment 5/5/2022 11:39:12 AM - 8				**$7.55**
Total O'Reilly Auto Parts					**$7.55**
Pacific Power Group LLC					
	Direct Pay Payment 5/5/2022 11:41:04 AM - 6			**2022 - May - 1st Council Meeting**	
		910947-00			
			PO 2022019 Annual Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	$1,158.31
				PO 2022019 Annual Maintenance	
		Total 910947-00			**$1,158.31**
	Total Direct Pay Payment 5/5/2022 11:41:04 AM - 6				**$1,158.31**
Total Pacific Power Group LLC					**$1,158.31**
Pape Machinery Inc.					
	Direct Pay Payment 5/5/2022 11:41:04 AM - 7			**2022 - May - 1st Council Meeting**	
		13526182			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$57.00
				General Supplies- gas cans, replacement trimmer lines, filters	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	$114.00
				General Supplies- gas cans, replacement trimmer lines, filters	
			410-000-000-531-38-31-01	Operational Supplies	$114.00
				General Supplies- gas cans, replacement trimmer lines, filters	
		Total 13526182			**$285.00**
	Total Direct Pay Payment 5/5/2022 11:41:04 AM - 7				**$285.00**
Total Pape Machinery Inc.					**$285.00**
Pierce County Auditor's Office					
	25431			**2022 - May - 1st Council Meeting**	
		CI-311849			
			2021 Voter Maintenance		
			001-019-000-514-90-41-01	Voter Registration	$26,643.00
				2021 Voter Maintenance	
		Total CI-311849			**$26,643.00**
	Total 25431				**$26,643.00**
Total Pierce County Auditor's Office					**$26,643.00**

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance					
	25432			**2022 - May - 1st Council Meeting**	
		CI-312282			
			South Sound Housing Affordability Partners Contribution		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	$5,000.00
				South Sound Housing Affordability Partners Contribution	
		Total CI-312282			**$5,000.00**
	Total 25432				**$5,000.00**
Total Pierce County Budget & Finance					**$5,000.00**
Pierce County Budget & Finance PW					
	25433			**2022 - May - 1st Council Meeting**	
		CI-315341			
			March Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	$3,299.02
				March Services	
		Total CI-315341			**$3,299.02**
	Total 25433				**$3,299.02**
Total Pierce County Budget & Finance PW					**$3,299.02**
Pierce County Budget & Finance Sheriff					
	25434			**2022 - May - 1st Council Meeting**	
		CI-315353			
			March OT Services		
			001-021-000-521-20-41-02	Police Overtime	$542.34
				March OT Services	
		Total CI-315353			**$542.34**
	Total 25434				**$542.34**
Total Pierce County Budget & Finance Sheriff					**$542.34**
Puget Sound Energy					
	25435			**2022 - May - 1st Council Meeting**	
		400003445139			
			TIB Phase 2		
			350-000-000-595-10-41-01	Professional Service	$19,778.93
				TIB Phase 2- Jovita & Meridian Street Light Conversion	
		Total 400003445139			**$19,778.93**
	Total 25435				**$19,778.93**
	EFT Payment 5/5/2022 11:39:12 AM - 9			**2022 - May - 1st Council Meeting**	
		22028606493 3/22-4/20/22			
			3/22-4/20/22 Services		
			001-018-000-518-30-47-01	Electricity	$49.79

Vendor	Number	Reference	Account Number	Description	Amount
				Edgewood Community Park	
		Total 22028606493 3/22-4/20/22			**$49.79**
	Total EFT Payment 5/5/2022 11:39:12 AM - 9				**$49.79**
Total Puget Sound Energy					**$19,828.72**
Refunds/Reimbursements Vendor					
	25436			**2022 - May - 1st Council Meeting**	
		041922-MD		**Morgan L Dorner**	
			Reimbursement for "City Club of Tacoma" Membership		
			001-058-000-558-60-49-01	Memberships	$150.00
				Reimbursement for "City Club of Tacoma" Membership	
		Total 041922-MD			**$150.00**
	Total 25436				**$150.00**
	25437			**2022 - May - 1st Council Meeting**	
		042522-CI		**Canuck Investments**	
			Assignment of Funds Final Release- Permit #451/3945		
			006-000-000-582-10-00-02	Refunds-Assignment of Funds	$28,287.80
				Assignment of Funds Final Release- Permit #451/3945 Bella Ridge Subdivision	
		Total 042522-CI			**$28,287.80**
	Total 25437				**$28,287.80**
	25438			**2022 - May - 1st Council Meeting**	
		042522-DA		**David Afichuk**	
			Assignment of Funds Final Release- Permit #18-1316		
			001-000-000-582-10-00-02	Refund Assignment of Funds Deposits	$17,500.00
				Assignment of Funds Final Release- Permit #18-1316 Chumakin Short Plat	
		Total 042522-DA			**$17,500.00**
	Total 25438				**$17,500.00**
	25439			**2022 - May - 1st Council Meeting**	
		042522-IL		**Ivan Lisitsyn**	
			Assignment of Funds Final Release- Permit #17-1063		
			006-000-000-582-10-00-02	Refunds-Assignment of Funds	$7,801.80
				Assignment of Funds Final Release- Permit #17-1063 Lisitsyn Short Plat	
		Total 042522-IL			**$7,801.80**
	Total 25439				**$7,801.80**
	25440			**2022 - May - 1st Council Meeting**	
		042722-PHC		**Pacific Heating & Cooling**	
			80% Refund for Withdrawl of Permit #22-1175		
			001-000-000-322-10-00-02	Mechanical Permit	$93.25
				80% Refund for Withdrawl of Permit #22-1175	
		Total 042722-PHC			**$93.25**
	Total 25440				**$93.25**
Total Refunds/Reimbursements Vendor					**$53,832.85**

Vendor	Number	Reference	Account Number	Description	Amount
Stansell Glass, Inc.					
	25441			**2022 - May - 1st Council Meeting**	
		15215			
			April Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	$2,602.38
				PO 2022022 Window Replacement at City Hall	
		Total 15215			**$2,602.38**
	Total 25441				**$2,602.38**
Total Stansell Glass, Inc.					**$2,602.38**
Transpo Group					
	Direct Pay Payment 5/5/2022 11:41:04 AM - 8			**2022 - May - 1st Council Meeting**	
		27980			
			Prj. 1.21147.00 Chrisella Road E Realignment		
			101-000-000-542-30-41-01	Roadway-Professional Service	$2,763.75
				Chrisella Road E Realignment	
		Total 27980			**$2,763.75**
		27981			
			Prj. 1.21147.00 Town Center Zoning District		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	$2,265.00
				Town Center Zoning District	
		Total 27981			**$2,265.00**
		27982			
			Prj. 1.21147.00 2022 Transportation Concurrency Report		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	$503.75
				2022 Transportation Concurrency Report	
		Total 27982			**$503.75**
	Total Direct Pay Payment 5/5/2022 11:41:04 AM - 8				**$5,532.50**
Total Transpo Group					**$5,532.50**
Utilities Underground Location Center					
	Direct Pay Payment 5/5/2022 11:41:04 AM - 9			**2022 - May - 1st Council Meeting**	
		2040145			
			April Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	$117.39
				Utility Locating Svs. for April	
		Total 2040145			**$117.39**
	Total Direct Pay Payment 5/5/2022 11:41:04 AM - 9				**$117.39**
Total Utilities Underground Location Center					**$117.39**

Vendor	Number	Reference	Account Number	Description	Amount
Verizon Wireless					
	EFT Payment 5/5/2022 11:39:12 AM - 10			**2022 - May - 1st Council Meeting**	
		9904927970			
			April Statemnet		
			001-018-000-518-30-42-01	Telecommunications Charges	$1,551.23
				April Statement	
			001-018-000-518-85-31-03	Computer Hardware	$96.79
				Replacement Phone- D.Gray	
		Total 9904927970			**$1,648.02**
	Total EFT Payment 5/5/2022 11:39:12 AM - 10				**$1,648.02**
Total Verizon Wireless					**$1,648.02**
WA Assoc. of Building Officials					
	25442			**2022 - May - 1st Council Meeting**	
		42883			
			COAP 301- J.Curbow		
			001-058-000-558-50-43-01	Training/Travel Costs	$360.00
				2022 Fall Residential & Commercial Plans Examiner Course (COAP 301)- J.Curbow	
		Total 42883			**$360.00**
	Total 25442				**$360.00**
Total WA Assoc. of Building Officials					**$360.00**
Xtreme Graphix, Inc.					
	EFT Payment 5/5/2022 11:39:12 AM - 11			**2022 - May - 1st Council Meeting**	
		22-686			
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	$13.13
				Herbicide Signs for Notice of Spraying	
			101-000-000-542-70-31-01	Roadside-Operational Supplies	$26.25
				Herbicide Signs for Notice of Spraying	
			410-000-000-531-38-31-01	Operational Supplies	$26.26
				Herbicide Signs for Notice of Spraying	
		Total 22-686			**$65.64**
	Total EFT Payment 5/5/2022 11:39:12 AM - 11				**$65.64**
Total Xtreme Graphix, Inc.					**$65.64**
Grand Total		**Vendor Count**	**37**		**$329,513.80**

RESOLUTION NO. 22-0622

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AWARDING THE CONTRACT FOR THE EDGEMONT PLAYGROUND REPLACEMENT TO R.S. UNDERGROUND, INC., IN THE AMOUNT OF $96,206.00

WHEREAS, the City purchased replacement equipment for the Edgemont Park Playground, as authorized by Council at the January 11, 2022 regular meeting; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for the work required to install the replacement equipment, advertising a Call for Bids on March 28, 2022; and

WHEREAS, after two bids were received and opened on April 15, 2022, City staff reviewed and determined that the lowest responsive and responsible bidder was R.S. Underground, Inc., based on its bid of $96,206.00; and

WHEREAS, the City Council considered staff's recommendation during its study session of May 3, 2022 and regular Council meeting of May 10, 2022, and determined that the contract for installation of the equipment should be awarded to R.S. Underground, Inc.;

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

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and R.S. Underground, Inc. in the amount of $96,206.00 for the Edgemont Park Playground Replacement Project. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 10TH DAY OF MAY, 2022

____

Daryl Eidinger, Mayor

ATTEST:

____

Rachel Pitzel, City Clerk

Exhibit A

Agreement and Bond Forms

PUBLIC WORKS CONTRACT

1. **Contract and Parties.** This Public Works Contract ("Contract") is between the CITY OF EDGEWOOD, Pierce County, Washington ("City"), a Washington municipal corporation and RS Underground, Inc. ("Contractor"), a corporation organized under the laws of the State of Washington. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.

2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

   PUBLIC WORKS PROJECT – EDGEMONT PARK PLAYGROUND, to include furnishing all labor, materials and equipment necessary for the removal and replacement of playground equipment at Edgemont Park (11001 24th St E), including but not limited to: equipment demolition, removal, and installation, subgrade preparation, and playground safety surfacing replacement.

3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.

4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:	CONTRACTOR:
CITY OF EDGEWOOD	RS Underground, Inc.
2224 104th Ave E	Address: 7725 142nd Avenue E
Edgewood, WA 98372-1513	Puyallup, WA 98372
Contact: Chuck Hendricksen	Contact: Ron Sprague
Phone: (253) 392-2560	Phone: 253-208-4843
Email: chuck@cityofedgewood.org	Email: rsunderground97@gmail.com
	Tax ID #: 602-039-644

5. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 20 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. *In general.*

(1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.

(2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.

(3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:

- This Contract
- Scope of Work
- Plans and Contract Drawings
- Special Provisions (if any)
- General Provisions
- Bid Documents
- Contractor's Proposal
- Addenda (if any)
- Performance and Bid Bond
- All provisions required by law to be inserted into this Contract, whether actually attached hereto or not

In the event of a conflict between the provisions of any of the contract documents listed above, the provisions of the document first listed shall prevail.

(4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

(5) Work Hours. Contractor shall not work on weekends, unless otherwise arranged and agreed to by the City in advance. On Mondays through Fridays, Contractor shall not start work before 8:00 AM, and shall not work after 5:00 PM.

(6) Conditions of Work. By submitting a bid, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved in completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.

(7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his/her own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured or waived by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings, if applicable, and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.

(8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.

(9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance.*

(1) Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents, and subcontractors. Contractor is fully responsible for prevailing wage compliance. Upon execution of this Contract, Contractor, and any subcontractors, shall file a "Statement of Intent to Pay Prevailing Wages" with L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of all required Intent to Pay Prevailing Wages forms.

For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in Pierce County may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project. Contractor is advised that this if this contract extends into multiple years, prevailing wage rates are updated annually.

(2) Notice to City. Minimum five (5) working days' prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.

(3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.

(4) Schedule of Work to be followed. All Work shall be performed by the date for completion provided in this Contract. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.

(5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.

(6) Project Administration. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. *Non-Discrimination.*

(1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.

(2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. Compensation and Payment

A. Unless otherwise mutually agreed through Change Order, as described in Section 10 below, the City shall pay the Contractor for the work performed under this contract as follows (select one):

☐ Time and materials; not to exceed _____________ plus all applicable taxes.
☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____________ plus all applicable taxes.
☒ Unit prices set forth in the Contractor's proposal; not to exceed $87,460.00 plus all applicable taxes.

B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.

C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.

D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.

E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. **Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Initial: RG.A (Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

10. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties. If the total Contract Amount proposed under a Change Order exceeds 125% of the Contract Amount established in Section 7, above, the Change Order shall be reviewed and approved by the City Council prior to execution. All other Change Orders may be administratively approved by the City.

11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending **July 8, 2022**, unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit, or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract 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 Contractor.

Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

12. Responsibility Criteria and Verification by Contractor. Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. *Responsibility Criteria.*

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;

b. Contractor has a current state unified business identifier number;

c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and

d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

e. If the public works project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;

f. Pursuant to RCW 39.04.350(1)(g), has received training on the requirements related to public works and prevailing wages under chapter 39.04 RCW and chapter 39.12 RCW; or has completed three or more public works projects and have had a valid business license in Washington for three or more years; and

g. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

B. *Requirement to verify subcontractors*. Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

13. Insurance.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

(1) <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

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

endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

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

(4) Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

(2) Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

(3) Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

K. Subcontractors

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

N. Extended Coverage for Completed Operations

The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the City by naming the City an additional insured using ISO Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.

14. Claims for damages.

A. <u>Excluded situations.</u> The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.

B. <u>Liability limited to direct costs.</u> Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.

C. <u>"Damages" defined.</u> For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.

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

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

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

15. Assigning or Subcontracting. Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

16. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

17. Disputes. Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

18. **Attorney's Fees.** In any suit or action instituted to enforce any right granted in this Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. **Extent of Contract/Modification.** This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

20. **Use and Ownership of Logos and Documents.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

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

22. **Severability.** Any provision or part of the Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

CITY OF EDGEWOOD

By:____________________________

Print name: ____________________

Title: __________________________

Date: ___________________

CONTRACTOR

By: [signature]

Print name: Ronald Sprague

Title: President

Date: 5-4-22

APPROVED AS TO FORM:

[signature]

Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Sharlene Sprague ______________________*(Corporate Officer (Not Contract Signer))* certify that I am the Secretart ___________________________________*(Corporate Title)* of the corporation named as Contractor in the Contract attached hereto; that Ronald Sprague ___________________, *(Contract Signer)* who signed said Contract on behalf of Contractor, was then President __________________*(Corporate Title)* of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Sharlene Sprague
Corporate Officer Signature *(not Contract Signer)*

Sharlene Sprague
Print Name

Secretary
Title

State of Washington

County of King

Sharlene Sprague, *(Corporate Officer (not Contract Signer))* being duly sworn, deposes and says that he/she is Secretary *(Corporate Title)* of R S Underground INC *(Name of Corporation)*.

Subscribed and sworn to before me this 4th day of May, 20 22.

INNA SLOBODCHIKOVA
COMMISSION EXPIRES
NOTARY PUBLIC
5-22-2022
STATE OF WASHINGTON

Notary Public (Signature)

Inna Slobodchikova
Notary Public (Print)
My commission expires 05-22-2022

PERFORMANCE BOND
to CITY OF EDGEWOOD, WA

Bond No. 107 595 772

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to RS Underground, Inc. (Principal), a contract for the construction of the project designated as the Public Works Project – Edgemont Park Playground in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Travelers Casualty and Surety Company of America (Surety), a corporation, organized under the laws of the State of Connecticut and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Ninety Six Thousand Two Hundred and Six US Dollars ($96,206.00) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect and the City, as obligee, may file a claim against such performance bond.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL RS Underground, Inc.

By: [signature] 04-22-2022

Principal Signature Date

Ronald E Sprague

Printed Name

President

Title

SURETY Travelers Casualty and Surety Company of America

By: [signature] 04-22-2022

Surety Signature Date

Chris A. Fix

Printed Name

Attorney in Fact

Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

Name, address, and telephone of local office/agent of Surety Company is:

CB&MS of WA., INC.

P.O. Box 681

Bothell, WA 98041 206-361-9693

Approved as to form:

[signature]

City Attorney, City of Edgewood Date

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. 107 595 772

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to RS Underground, Inc. (Principal), a contract for the construction of the project designated as the Public Works Project – Edgemont Park Playground in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and Travelers Casualty and Surety Company of America (Surety), a corporation organized under the laws of the State of Connecticut and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Ninety Six Thousand Two Hundred and Six ($96,206.00) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Chapters 39.08, 39.12 and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect and the City, as obligee, may file a claim against such payment bond.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL RS UNderground, Inc.		SURETY Travelers Casualty and Surety Company of America	
By: [signature]	04-22-2022	By: Chris A. Fix	04-22-2022
Principal Signature	Date	Surety Signature	Date
Ronald E Sprague		Chris A. Fix	
Printed Name		Printed Name	
President		Attorney in Fact	
Title		Title	

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

Name, address, and telephone of local office/agent of Surety Company is:

CB&MS of WA., INC.
P.O. Box 681
Bothell, WA 98041 206-361-9693

Approved as to form:

[signature]

City Attorney, City of Edgewood Date

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHRIS A FIX** of **BOTHELL** , **Washington** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: ______________________
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of April , 2022.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

EDGEWOOD Washington

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB22-0627 –** Ordinance 22-0627, amending the Budget for the 2022 fiscal year	**Agenda Item #:** 6.A **For Agenda of:** 5/10/2022 **Prepared by:** Dave Gray

Attachments (list):
1. ORDINANCE 22-0627, AMENDING THE BUDGET FOR THE 2022 FISCAL YEAR
2. 2022 Budget Amendment No 1 Fund Impact Detail & Revised Salary Schedule

Approval of Materials:	
Dave Gray Rachel Pitzel 5/5/2022 Dave Gray 5/5/2022 Daryl Eidinger 5/5/2022	**Expenditure Required:** The effect of accepting the grant and amending the salary schedule to add the newly created NPDES/Surface Water Program Coordinator, which is grant funded for eight months of 2022 is negligible to the labor model cost, until/if such time the Mayor would ask the Council to approve a budget amendment to backfill the vacated Engineering Tech position funded in the orginal budget labor model.
	Amount Budgeted: This Budget Amendment is to accept the 2nd tranche of ARPA Grant revenues of $1,821,859 and to amend the Salary Schedule for the NPDES Program Coordinator position.* *This is an ARPA funded position for years 2022 (8 months), 23, & 24.
	Timeline: ~~05/03/2022: Study Session for Council Review~~ 05/10/2022: Regular Council Meeting for potential Council Action as Regular Business (Ordinance)

Summary Statement:
ARPA REVENUE ACCEPTANCE: In 2021 the Federal Government Appropriated the American Recovery Plan Act (ARPA). ARPA resulted in the City of Edgewood receiving a grant for replacing revenues for general governance activities in the sum of $$3,643,718. The grant was funded in two tranches of $1,821,859 each for 2021 and 2022. This budget amendment is to accept the 2022 grant revenue, and to commit to spending by additional appropriation the Parallel Road Network land acquisition of $215,000 and the NPDES program cost for salaries of approximately $78,629. for 8 months of 2022.
NPDES/Surface Water Program Coordinator added to the Salary Schedule: Public Works has identified this position as a critical need to maintain compliance with the Western Washington Phase II Municipal Stormwater Permit requirements. Local governments are required to manage and control stormwater runoff so that it does not pollute downstream waters. The permit requirement includes elements such as stormwater planning, public education and outreach, mapping and documentation, illicit discharge detection and

elimination (IDDE), operation and maintenance, runoff/flow controls for development, source control for existing development, structural stormwater controls, and annual reporting requirements.

As Council authorized the subject job description at the April 12, 2022 regular meeting, staff presents the attached budget amendment to authorize the position be added to the salary schedule.

Item History:

Recommended Action:
MOTION to adopt **AB22-0627 –** Ordinance 22-0627, amending the Budget for the 2022 fiscal year

Fiscal Note/Consideration:

ORDINANCE NO. 22-0627

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AMENDING THE BUDGET FOR THE 2022 FISCAL YEAR, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

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

WHEREAS, the City of Edgewood established its 2022 Budget in Ordinance No. 21-0621; and

WHEREAS, the City Council desires to amend the 2022 Budget to reflect the acceptance of the second American Recovery Plan Act Federal Grant tranche together with a revised salary schedule to accommodate partial grant appropriation; and

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

Section 1. Amending 2022 Budget. The 2022 Budget approved with Ordinance 21-0621, is hereby amended to increase city revenues for the acceptance of the American Recovery Plan Act grant and to revise the salary schedule as identified in Exhibit A attached hereto and incorporated herein by this reference.

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

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

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

PASSED BY THE CITY COUNCIL THIS 10TH DAY OF MAY, 2022.

____

Mayor, Daryl Eidinger

Attest/Authenticated:

____
City Clerk, Rachel Pitzel, CMC

Approved as to Form:

____
City Attorney Ann Marie Soto

Date of Publication*: May 12, 2022*
Effective Date: *May 17, 2022*

City of Edgewood 2022 Budget
Budget Amendment No. 1

EXHIBIT A

4/28/2022

May 2022

Fund Name/Department	Fund Number	**Original Budget**	Original Line Item	Description of Request	Line Item Added	Line Item Deleted	**Amended Budget**	**Fund Balance Impact**
General Fund Revenue								
General Fund Grant Revenue-American Recovery Plan Act	001	$12,934,646.00	$0.00	Increased Grant Activity	$1,821,859.00	$0.00	$14,756,505.00	$1,821,859.00
General Fund Revenue	001	$12,934,646.00	$0.00		$1,821,859.00		$14,756,505.00	$1,821,859.00

EXHIBIT "A"

ORDINANCE 22-0627 2022 AMENDED BUDGET

CITY OF EDGEWOOD

2022 SALARY RANGE PLAN

Budget Amendment No. 1

Range	**Job Title**	**2022 Monthly Wage Range**						
		Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**
FT-22-01	Administrative Assistant	$4,611	$4,754	$4,902	$5,052	$5,209	$5,370	$5,536
FT-22-02	Public Works Maintenance Tech	$5,069	$5,225	$5,387	$5,554	$5,726	$5,903	$6,085
FT-22-02	Accounting/Administrative Tech	$5,069	$5,225	$5,387	$5,554	$5,726	$5,903	$6,085
FT-22-03	Public Works Maintenance Tech II	$5,285	$5,448	$5,617	$5,790	$5,970	$6,154	$6,345
FT-22-04	Permit Coordinator	$5,739	$5,916	$6,099	$6,287	$6,482	$6,683	$6,889
FT-22-04	Planning Technician	$5,739	$5,916	$6,099	$6,287	$6,482	$6,683	$6,889
FT-22-04	ROW Inspector	$5,739	$5,916	$6,099	$6,287	$6,482	$6,683	$6,889
FT-22-04	Parks Maintenance Lead	$5,739	$5,916	$6,099	$6,287	$6,482	$6,683	$6,889
FT-22-05	Development Review Coordinator	$6,439	$6,639	$6,844	$7,056	$7,273	$7,499	$7,731
FT-22-05	Field Supervisor	$6,439	$6,639	$6,844	$7,056	$7,273	$7,499	$7,731
FT-22-05	Engineering Tech	$6,439	$6,639	$6,844	$7,056	$7,273	$7,499	$7,731
FT-22-05	Associate Planner	$6,439	$6,639	$6,844	$7,056	$7,273	$7,499	$7,731
FT-22-05	Code Compliance Specialist	$6,439	$6,639	$6,844	$7,056	$7,273	$7,499	$7,731
FT-22-06	Communications Coordinator/Deputy City Clerk	$7,063	$7,283	$7,507	$7,740	$7,979	$8,226	$8,480
FT-22-06	Combination Inspector	$7,063	$7,283	$7,507	$7,740	$7,979	$8,226	$8,480
FT-22-06	NPDES/Surface Water Program Coordinator	$7,063	$7,283	$7,507	$7,740	$7,979	$8,226	$8,480
FT-22-07	Associate Engineer	$7,308	$7,534	$7,766	$8,007	$8,254	$8,510	$8,773
FT-22-08	Code Compliance Manager	$7,365	$7,593	$7,828	$8,070	$8,320	$8,577	$8,842
FT-22-08	Accounting Manager	$7,365	$7,593	$7,828	$8,070	$8,320	$8,577	$8,842
FT-22-08	Office Manager	$7,365	$7,593	$7,828	$8,070	$8,320	$8,577	$8,842
FT-22-08	Information Technology Manager	$7,365	$7,593	$7,828	$8,070	$8,320	$8,577	$8,842
FT-22-08	Combination Inspector/Plans Examiner	$7,365	$7,593	$7,828	$8,070	$8,320	$8,577	$8,842
FT-22-09	Senior Planner	$7,653	$7,889	$8,133	$8,385	$8,644	$8,911	$9,187
FT-22-10	Planning Manager	$8,396	$8,656	$8,924	$9,199	$9,484	$9,777	$10,080
FT-22-10	Building Official	$8,396	$8,656	$8,924	$9,199	$9,484	$9,777	$10,080
FT-22-11	Senior Engineer	$8,830	$9,104	$9,386	$9,676	$9,975	$10,284	$10,602
FT-22-11	Public Works Superintendent	$8,830	$9,104	$9,386	$9,676	$9,975	$10,284	$10,602
FT-22-12	City Engineer	$9,494	$9,788	$10,090	$10,402	$10,724	$11,056	$11,397
FT-22-13	Information Technology Director	$10,470	$10,794	$11,127	$11,472	$11,826	$12,192	$12,570
FT-22-13	City Clerk/ HR Director	$10,470	$10,794	$11,127	$11,472	$11,826	$12,192	$12,570
FT-22-13	Public Works Director, PE	$10,470	$10,794	$11,127	$11,472	$11,826	$12,192	$12,570
FT-22-13	Community & Economic Development Director	$10,470	$10,794	$11,127	$11,472	$11,826	$12,192	$12,570
FT-22-13	Finance Director	$10,470	$10,794	$11,127	$11,472	$11,826	$12,192	$12,570
FT-22-14	City Attorney	$11,400	$11,753	$12,117	$12,482	$12,878	$13,276	$13,687
FT-22-14	Assistant City Administrator	$11,400	$11,753	$12,117	$12,482	$12,878	$13,276	$13,687

All Steps are 3% lower than the higher step. All Comparables are at step 7 (AWC averages are top step).
All Hourly Compensation Rates are based upon the Monthly Rate Divided by 173.33 Hours.

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB22-028** – Economic Development Advisory Board appointments	**Agenda Item #:** **For Agenda of: 5/10/2022** **Prepared by: Darren Groth**

Attachments (list):
1. EDAB_ Public Roster - Current as of 02-01-22

Approval of Materials: Darren Groth Rachel Pitzel 5/5/2022 Dave Gray 5/5/2022 Daryl Eidinger 5/5/2022	**Expenditure Required:** N/A **Amount Budgeted:** N/A **Timeline:** ~~05/03/22 SS Interview~~ 05/10/22 RCM Appointment

Summary Statement:
In accordance with Edgewood Municipal Code (EMC) Section 2.32.020 for Economic Development Advisory Board (EDAB) vacancies, City Council shall fill vacancies as stated in the Council Rules of Procedure. Per Council Rules, once the applications are received, the City Council shall review and rank application packets. Should there be four or fewer applicants for any one position, however, all candidates shall be interviewed by the Council. In regard to this agenda item, we had two applications for the EDAB and one of the applicants was interviewed. This agenda item is intended to allow City Council to consider the appointment of the interviewee to fill the EDAB's vacant Position 6.

Item History:

Recommended Action:
MOTION confirming Mayoral Appointment of ... to position 6 of the Economic Development Advisory Board with term ending June30, 2022.

Fiscal Note/Consideration:

EDAB Membership Roster			
Position	**Member**	**City Email**	**Term Ending**
1	Colleen Wise	colleen.wise@cityofedgewood.org	2023
2	Andrew Wiesenfeld*	awiesenfeld@cityofedgewood.org	2023
3	Lora Butterfield	lbutterfield@cityofedgewood.org	2023
4	Deanna Clark	dclark@cityofedgewood.org	2022
5	Angel Swanson**	aswanson@cityofedgewood.org	2022
6	VACANT		2022
7	Jason Neil	jneil@cityofedgewood.org	2022

***Chair**
****Vice-Chair**

Effective: 02/01/2022