



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, May 26, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA
Zoom: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

2. PUBLIC HEARING

A. 26-105 - 2027 - 2032 Transportation Improvement Plan 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. Regular City Council Meeting Minutes of May 12, 2026

B. Study Session Meeting Minutes of May 19, 2026

C. AB26-106 - a motion approving May 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$140,343.20 and Vendor Check Numbers 26786 through 26790, with EFT and Direct Pay Payments in the amount of \$327,434.82. Total distributions submitted for review and authorization in the amount of \$467,778.02.

D. AB26-0796 - Resolution 26-0796 Authorizing the Mayor to Execute a Contract for Re-Roofing City Hall to Safecover Roofing LLC

E. AB26-0794 - Resolution 26-0794 Authorizing the Transfer of Franchise Agreement Rights from EZEE Fiber Texas LLC to EZEE Fiber Washington Assets LLC

6. COUNCIL BUSINESS

A. AB26-107 - Appointment of Nick Frantsevich to Position 5 of the Planning Commission with a term ending June 30, 2027

B. AB26-108 - AWC Delegate Nominations

C. AB26-0710 - Ordinance 26-0710 Amending EMC Chapter 2.32 Economic Development Advisory Board

D. AB26-0711 - Ordinance 26-0711 Creating Chapter 10.20 in the EMC to Regulate Wheeled Recreational Devices and Motorized Foot Scooters and Other Similar Devices on City Sidewalks and Boundaries

E. AB26-0712 - Ordinance 26-0712 Reenacting Chapter 8.10 of the EMC Fireworks (*DM Creley, Sponsor / CM Ramirez, Co-Sponsor*)

F. AB26-0795 - Resolution 26-0795 authorizing funding for a one-time fireworks celebration in recognition of America's 250th Anniversary

7. COUNCIL COMMENTS

8. ADJOURN

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



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: 26-105 - 2027 - 2032 Transportation Improvement Plan Update	Agenda Item #: 2.A
	For Agenda of: 5/26/2026
	Prepared by: Jeremy Metzler, Chuck Hendricksen
Attachments (list): 1. DRAFT - 2027 TIP Budget Spreadsheet 2. TIP 2027-2032 Map	
Approval of Materials: Jeremy Metzler, Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 05/21/2026 Dave Olson, Mayor 05/21/2026	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 05/19/2026 SS 05/26/2026 RCM PH 06/02/2026 SS 06/09/2026 RCM

Summary Statement: The City is required to prepare a Transportation Improvement Plan (TIP), in accordance with RCW 35.77.010 and the Transportation Element of the City’s adopted Comprehensive Plan. The TIP outlines the projects, estimated costs, anticipated timelines, and the expected funding sources for the next six years. These plans serve as the guiding documents for Staff to implement as resources are made available through City financial resources or other identified funding sources (i.e. TIB, WSDOT funding, other grants, loans, etc.).

The attached DRAFT spreadsheet represents Staff’s recommendation as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. Staff relies on the City Council to guide this planning effort in alignment with Council’s desires and the City’s financial resources.

Please note that traffic concurrency will not be met if the Level of Service deficiencies are not addressed at three intersections with Meridian: 13th, 29th and 32nd. Projects have been identified in the draft TIP for 13th and 32nd, and there is a developer project underway at 29th. Staff is also working to design and implement the Parallel Road Network as time and resources allow. Please see the [May 19, 2026, Study Session Materials](#) for more information, including this year's Annual Concurrency Report.

Staff offers the following responses to questions raised by the City Council at the study session held May 19, 2026:

1. 2032 Forecast and the SR 167 Gateway Project - While the project has been accounted for in the long-term transportation plan, Transpo has not accounted for the SR 167 Gateway project in the concurrency model's 2032 forecasts. The impacts of this are likely that the concurrency results are a

more conservative estimate of potential impacts, since past analysis has shown that some traffic is expected to shift off of SR 161 once SR 167 is completed. Transpo is preparing to incorporate this into the concurrency model and update the Annual Concurrency Report.

2. 122nd Ave E & 24th Street E HCM Output - The intersection is currently an all-way stop, yet the analysis assumed it was two-way stop controlled on the east and west approaches. Transpo will update the model inputs and rerun the analysis to match existing operations, then update the Annual Concurrency Report accordingly.

Finally, staff has completed a State Environmental Policy Act (SEPA) Environmental Checklist for review, issuing a Determination of Non-significance (DNS) on May 12, 2026 with comments due by May 26, 2026. The SEPA review is subject to appeal until June 9, 2026. This TIP is scheduled for potential action at Council's June 9, 2026 regular meeting, being after the SEPA appeal deadline.

Item History:

N/A

Recommended Action:

Public Hearing Only to receive public comment on the proposed **26-105** - 2027 - 2032 Transportation Improvement Plan Update

Fiscal Note/Consideration:

As the Transportation Improvement Plan (TIP) is a component of the annual budgeting process, the anticipated impacts to the City's budget and General Fund are outlined therein. TIPs are planning documents that express the Council's desires for future transportation improvements within the City. Local agency TIPs are also utilized by State and other planning agencies, for evaluating projects on a regional scale and consideration for outside funding resources. This TIP represents an anticipated six-year program cost of \$44,880,000 - However, the TIP is not a final budget document; this is reserved for the actual budget that is adopted by the City Council towards the end of the City's fiscal year.

This TIP considers a total of \$8,923,375 in TIF funding from 2026 through 2032. Other funding sources considered herein (but yet to be secured unless noted otherwise) include TIB Grants, FHWA Grants, other unidentified grants, and the General Fund, for a total of \$35,956,625.

Transportation Improvement Program (TIP)
Years 2027-2032

Project No.	2024 Comp Plan	Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments	
			Prior Years (Actual)	2026 Estimate	2027	2028	2029	2030	2031	2032	Future Years			
1	R-2	Meridian Avenue Phase 1 Improvements (24th to 3400 Block)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,100,000	\$ 18,100,000	Meridian Corridor Study project: widen to 4 lanes, add multiuse paths, RAB at 32nd (5% TIF Eligible)
2	R-3	Meridian Avenue Phase 2 Improvements (36th St E Vicinity)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,100,000	\$ 11,100,000	Meridian Corridor Study project: widen to 4 lanes, add multiuse paths, RAB at 36th (5% TIF Eligible)
3	N/A	Emergency Road Repair (Weather Related - Annual)		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 175,000		Annual Program - Repair failures due to severe weather, wear and tear from freeze/thaw events and other causes.
4	PED-21	Edgewood Drive Safety Improvements	\$ 562,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,535,000	\$ 11,097,225	Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (Not in 2025 TIF Program)
5	PED-17	Chrisella Road East Safety Improvements	\$ 2,282,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,470,000	\$ 10,752,780	2021-2025: Improved markings, signage, lighting, sight distance, traffic calming measures; Future Years: Sidewalk, repair slopes south of 48th St E (45% TIF Eligible)
6	A-2	Citywide Road Preservation Program (Annual)		\$ 940,000	\$ 150,000	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000		\$ 2,290,000		Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and repairs are included. (\$790K for 48th St E Preservation, CIP #T-14)
7	TRAIL-01	Interurban Trail Phase III	\$ 1,388,238	\$ 446,838	\$ 50,000	\$ -	\$ 3,050,000	\$ 12,500,000	\$ 12,500,000	\$ 2,000,000	\$ -	\$ 31,935,076		Develop approximately 1.05-mile corridor as a trail from 114th Avenue East to the City of Pacific. (30% TIF Eligible)
8	A-3	Citywide Pedestrian Mobility and Safety Improvements (Annual)		\$ 25,000	\$ 25,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 425,000		Annual Program - Separated walkways / trails, pedestrian lighting, signs and pavement markings, etc. as shown in the 2004 Pedestrian Study and 2024 ADA Transition Plan
9	N/A	Citywide Traffic Safety Program (Annual)		\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 250,000		Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruction of ADA deficiencies.
10	N/A	Citywide Road Maintenance Program (Annual)		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 525,000		Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
11	E-2, E-7, E-16, W-4	Meridian Parallel Road Network Construction - Various Segments	\$ 288,426	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 4,130,000	\$ 2,000,000	\$ 16,370,000	\$ 23,288,426		Construct high-priority parallel road segments, closing gaps and fixing access deficiencies - Priority Order: W-4 (Developer), E-2, E-16 (Chrisella), E-7. (TIF Eligible, varies)
12	MUP-7	36th Street E Walkway Extension Feasibility/Design/Build	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,100,000	\$ 11,100,000		Design and construct extension of existing walkway to new park property. (45% TIF Eligible)
13	I-01	Meridian & 12th/13th Intersection Improvements	\$ -	\$ -	\$ 500,000	\$ -	\$ 2,150,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 4,650,000		Design and construct intersection improvement(s) to address deficiencies. (45% TIF Eligible)
14	R-1	108th Ave E (north of 32nd St E) - Rebuild Failing Roadway	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 250,000		Gather information and prepare construction plans to repair, prevent any other unexpected failures.
15	I-02	Caldwell Rd E & 129th Ave E - Intersection Regrade	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000		Repave the intersection and remove the non-compliant grade transition.
16	R-8	Southwest Freight Connector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 9,500,000	\$ 10,000,000		Construct new roadway through industrial zoning district to eliminate need for several at-grade railroad crossings. (Not in the current TIF Program)
Annual Totals			\$ 4,521,669	\$ 1,511,838	\$ 975,000	\$ 425,000	\$ 5,725,000	\$ 15,675,000	\$ 17,105,000	\$ 4,975,000	\$ 85,175,000	\$ 136,088,507		

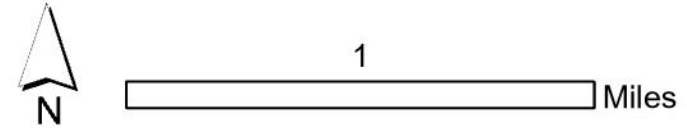
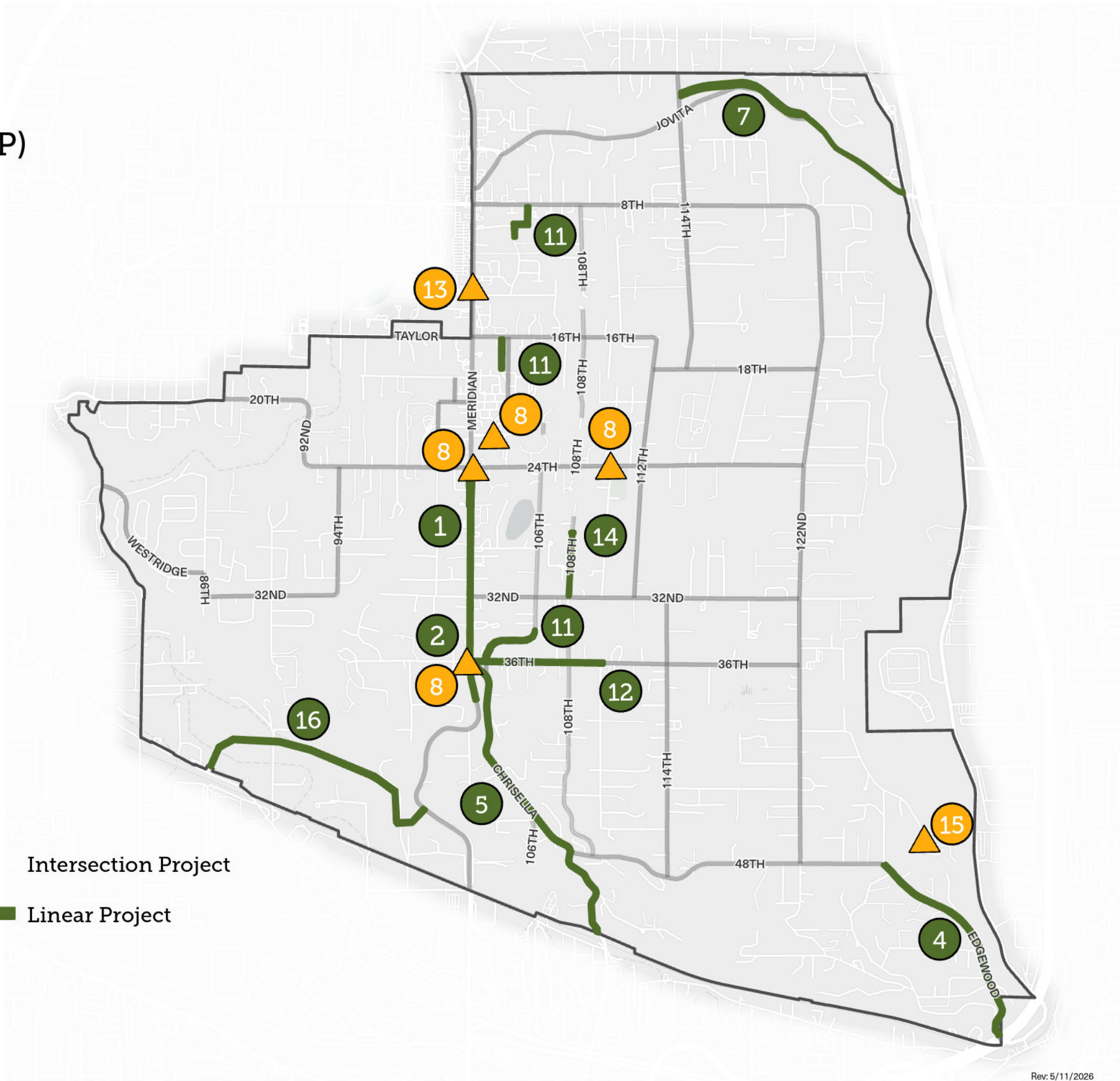
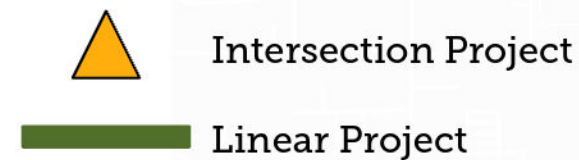
Proposed 6-Year Program Total: \$ 44,880,000

TIB Funding:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,065,000	\$ 1,000,000		\$ 3,065,000	Meridian Parallel Road Network (application pending)
FHWA Funding (PSRC/PCRC):	\$ 613,707	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 963,707	2026: 48th & Interurban; 2027: Meridian & 12th/13th
WSDOT Funding:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Public Works Trust Fund Loan:	\$ -	\$ -	\$ -	\$ -	\$ 508,750	\$ 1,465,375	\$ 1,290,000		\$ 3,264,125	
Other Grant Funds:	\$ -	\$ -	\$ -	\$ 3,622,500	\$ 11,100,000	\$ 10,000,000	\$ 1,600,000		\$ 26,322,500	2029-2030: Meridian & 12th/13th; 2029-2032: Interurban Trail
Total Anticipated Grant Funding:	\$ 613,707	\$ 350,000	\$ -	\$ 3,622,500	\$ 11,608,750	\$ 13,530,375	\$ 3,890,000		\$ 33,615,332	
Total City Funds Needed:	\$ 898,131	\$ 625,000	\$ 425,000	\$ 2,102,500	\$ 4,066,250	\$ 3,574,625	\$ 1,085,000		\$ 12,776,506	
Traffic Impact Fees	\$ 150,000	\$ 150,000	\$ -	\$ 1,577,500	\$ 3,456,250	\$ 2,964,625	\$ 625,000		\$ 8,923,375	
REET Funds	\$ 285,000	\$ 300,000	\$ 315,000	\$ 415,000	\$ 500,000	\$ 500,000	\$ 350,000		\$ 2,665,000	
School Zone Camera Fees	\$ 25,000	\$ 25,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000		\$ 600,000	
Park Impact Fees	\$ 294,631	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 444,631	Interurban Trail
General Fund	\$ 143,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 143,500	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 5/7/2026

Transportation Improvement Plan (TIP) 2027-2032

Project No.		Transportation Project
TIP	2024 Comp Plan	
1	R-2	Meridian Avenue Phase 1 Improvements (24th to 3400 Block)
2	R-3	Meridian Avenue Phase 2 Improvements (36th St E Vicinity)
4	PED-21	Edgewood Drive Safety Improvements
5	PED-17	Chrisella Road East Safety Improvements
7	TRAIL-01	Interurban Trail Phase III
8	A-3	Citywide Pedestrian Mobility and Safety Improvements (Annual)
11	E-2, E-7, E-16, W-4	Meridian Parallel Road Network Construction - Various Segments
12	MUP7	36th Street E Walkway Extension Feasibility/Design/Build
13	I-01	Meridian & 12th/13th Intersection Improvements
14	R-1	108th Ave E (north of 32nd St E) - Rebuild Failing Roadway
15	I-02	Caldwell Rd E & 129th Ave E - Intersection Regrade
16	R-8	Southwest Freight Connector





CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, May 12, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Olson, Deputy Mayor Creley (virtually via Zoom), Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember Rasmus, Councilmember Edwards, Councilmember Southard

2 PRESENTATION

A. Town Center Development Regulations

Community Development Director Metzler gave an update on the Town Center/Meridian corridor vision and current mixed-use development standards.

3 AUDIENCE COMMENT

Motion: To suspend the council rules of procedure to extend audience comment from three to five minutes **Action:** Approved **Moved by:** Councilmember Southard **Seconded by:** Councilmember Pazaruski **Motion Passed 7-0**

Henry Dorn spoke.

4 MAYOR'S REPORT

Mayor shared his report with those in attendance and Assistant City Administrator Pitzel gave a staff update.

5 CONSENT AGENDA:

- A.** Regular City Council Meeting Minutes of April 28, 2026
- B.** Study Session Meeting Minutes of May 5, 2026
- C.** **AB26-104** - a motion approving May 2026 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$194,764.72 and Vendor Check Numbers 26769 through 26785, with EFT and Direct Pay Payments in the amount of \$218,652.14. Total distributions submitted for review and authorization in the amount of \$413,416.86.

Motion: As read **Action:** Approved **Moved by:** Councilmember Edwards **Seconded by:** Deputy Mayor Creley **Motion Passed 7-0**

6 COUNCIL BUSINESS

- A.** **AB26-0708** - Ordinance 26-0708 PW Standards and Code Updates
Motion: As read **Action:** Approved **Moved by:** Councilmember Ramirez **Seconded by:** Councilmember Pazaruski **Motion Passed 7-0**
- B.** **AB26-0709** - Ordinance 26-0709 Sanitary Sewer Code Updates

Motion: As read **Action:** Approved **Moved by:** Councilmember Ramirez **Seconded by:** Councilmember Rasmus **Motion Passed 7-0**

C. **AB26-0793** - Resolution 26-0793 Council Rules of Procedure

Motion: To change majority plus one to two-thirds in section 3.2 (2) **Action:** Approved **Moved by:** Councilmember Rasmus **Seconded by:** Councilmember Ramirez **Motion Passed 7-0**

Motion: To divide by color **Action:** Approved **Moved by:** Councilmember Keith **Seconded by:** Councilmember Rasmus **Motion Passed 7-0**

Motion: To approve the red edits **Action:** Approved **Moved by:** Councilmember Edwards **Seconded by:** Deputy Mayor Creley **Motion Passed 7-0**

Motion: To change 8.8 (6) verbiage from "1 on 1" to read "through individual discussion" **Action:** Approved **Moved by:** Councilmember Pazaruski **Seconded by:** Councilmember Edwards **Motion Passed 7-0**

Motion: To approve the purple edits **Action:** Approved **Moved by:** Councilmember Southard **Seconded by:** Councilmember Rasmus **Motion Passed 7-0**

Motion: To postpone section 8.10 known as the the green edits to next week's Study Session for further review **Action:** Approved **Moved by:** Councilmember Ramirez **Seconded by:** Councilmember Pazaruski **Motion Passed 7-0**

Motion: To amend 9.3 from "majority plus one", to a "two-thirds majority vote" **Action:** Approved **Moved by:** Councilmember Southard **Seconded by:** Councilmember Keith **Motion Passed 7-0**


Motion: To approve the blue edits in section 9.3 **Action:** Approved **Moved by:** Councilmember Southard **Seconded by:** Councilmember Edwards **Motion Passed 7-0**

7 COUNCIL COMMENTS

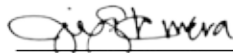
Mayor Olson, Deputy Mayor Creley, and Councilmembers Ramirez, Southard, Edwards, and Rasmus spoke.

8 ADJOURN

Mayor Olson adjourned the meeting at 8:22pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, May 19, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Olson, Deputy Mayor Creley (virtually via Zoom), Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember Rasmus, Councilmember Edwards, Councilmember Southard (virtually via Zoom)

2 INTERVIEW

- A. Planning Commissioner Applicant - Nick Frantsevich
Council interviewed Planning Commission applicant Nick Frantsevich regarding his background in development, interest in serving the community, and perspectives on balancing growth and preserving Edgewood's rural character.

3 COUNCIL BUSINESS

- A. Economic Development Advisory Board Updates
Staff provided an update on planned small business and food truck events, upcoming economic development webpages, and development of small business resource materials.
- B. Gold Star Family City Designation
Council discussed the possibility of pursuing a Gold Star Family City designation, including potential community partnerships, annual recognition events, and other city designation opportunities.
- C. AWC Annual Delegates June 25th
Council discussed participation in the AWC Annual Business Meeting, including the process for appointing up to three voting delegates for the June 25 meeting.
- D. Six Year Transportation Improvement Plan (TIP) Update
Staff presented the annual TIP update, including ADA improvement priorities and revised Interurban Trail timelines, and answered questions regarding traffic volumes and project prioritization.
- E. EDAB Code Amendments
Council reviewed proposed code amendments removing EDAB member term limits and the requirement that the chair reside within the city.
- F. Safecover Roofing Contract for City Hall Re-roof
Staff discussed the city hall roof replacement project and recommended awarding the contract to Safecover Roofing as the lowest responsive bidder.
- G. EZEE Fiber Assignment
Public Works Director Hendricksen explained a proposed assignment related to EZEE Fiber's corporate restructuring and transfer of the existing franchise agreement to the newly certified entity.
- H. Wheeled Recreational Devices and Motorized Foot Scooters

Council discussed potential code updates regulating e-bikes, scooters, and similar devices to improve safety and provide clearer local enforcement authority.

I. Fireworks (DM Creley, Sponsor / CM Ramirez, Co-Sponsor)

Council discussed fireworks regulations, enforcement concerns, and potential updates related to public safety and community impacts.

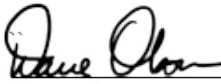
Motion: to suspend the rules **Action:** Approved **Moved by:** Councilmember Edwards **Seconded by:** Councilmember Southard **Motion Passed 7-0**

4 OTHER COUNCIL ITEMS

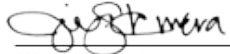
Mayor Olson, and Councilmembers Ramirez spoke.

5 ADJOURN

Mayor Olson adjourned the meeting at 8:32pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-106 - a motion approving May 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$140,343.20 and Vendor Check Numbers 26786 through 26790, with EFT and Direct Pay Payments in the amount of \$327,434.82. Total distributions submitted for review and authorization in the amount of \$467,778.02.	Agenda Item #: 5.C														
	For Agenda of: 5/26/2026														
	Prepared by: Stephanie Goff, Vicki Bradeen														
Attachments (list): 1. 052626 Check Register 2. 052626 Voucher Directory															
<table border="0"> <tr> <td align="center" colspan="2">Approval of Materials:</td> </tr> <tr> <td>Stephanie Goff, Vicki Bradeen</td> <td></td> </tr> <tr> <td>Rachel Pitzel, Assistant City Administrator</td> <td align="center">05/21/2026</td> </tr> <tr> <td>Dave Olson, Mayor</td> <td align="center">05/21/2026</td> </tr> </table>	Approval of Materials:		Stephanie Goff, Vicki Bradeen		Rachel Pitzel, Assistant City Administrator	05/21/2026	Dave Olson, Mayor	05/21/2026	<table border="0"> <tr> <td>Expenditure Required:</td> <td>\$467,778.02</td> </tr> <tr> <td>Amount Budgeted:</td> <td>\$467,778.02</td> </tr> <tr> <td>Timeline:</td> <td></td> </tr> </table>	Expenditure Required:	\$467,778.02	Amount Budgeted:	\$467,778.02	Timeline:	
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Stephanie Goff, Vicki Bradeen															
Rachel Pitzel, Assistant City Administrator	05/21/2026														
Dave Olson, Mayor	05/21/2026														
Expenditure Required:	\$467,778.02														
Amount Budgeted:	\$467,778.02														
Timeline:															

Summary Statement:

AB26-101 approving May 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$140,343.20 and Vendor Check Numbers 26786 through 26790, with EFT and Direct Pay Payments in the amount of \$327,434.82. Total distributions submitted for review and authorization in the amount of \$467,778.02.

Item History:

Recommended Action:

MOTION to adopt AB26-106 - a motion approving May 2026 Budgeted Ex as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2026

May 26, 2026 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
DCP EFT 5/15/26	Deferred Compensation Program	5/15/2026	\$18,464.68
Direct Deposit Run -	Payroll Vendor	5/15/2026	\$91,160.56
DRS EFT 5/15/26	Dept of Retirement Systems	5/15/2026	\$13,742.84
IRS 941 EFT 5/15/26	IRS 941	5/15/2026	\$16,975.12
Total			\$140,343.20

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26785 Last Number Issued Previous Authorization			
26786	Drain-Pro	5/26/2026	\$4,605.23
26787	Pierce County Budget & Finance 2% Dist	5/26/2026	\$991.55
26788	Pierce County Budget & Finance Sheriff	5/26/2026	\$262,132.33
26789	Tumelson, James G	5/26/2026	\$207.35
26790	Sound Electronics	5/26/2026	\$409.57
Direct Pay Payment	AHBL	5/26/2026	\$7,056.00
Direct Pay Payment	Alpine Products/AramSCO, Inc.	5/26/2026	\$176.48
Direct Pay Payment	ARG Industrial	5/26/2026	\$106.08
Direct Pay Payment	CDW Government	5/26/2026	\$16,689.40
Direct Pay Payment	Herrera Environmental Consultants, Inc.	5/26/2026	\$9,895.87
Direct Pay Payment	Inslee, Best, Doezie & Ryder, P.S.	5/26/2026	\$11,648.50
Direct Pay Payment	State Auditor's Office	5/26/2026	\$634.95
EFT Payment 5/21/2026	American Shredding	5/26/2026	\$75.00
EFT Payment 5/21/2026	Comcast Business	5/26/2026	\$830.09
EFT Payment 5/21/2026	Lakehaven Water & Sewer District	5/26/2026	\$39.06
EFT Payment 5/21/2026	Les Schwab Tire Center	5/26/2026	\$54.94
EFT Payment 5/21/2026	Mt. View-Edgewood Water Co.	5/26/2026	\$723.08
EFT Payment 5/21/2026	Shell	5/26/2026	\$3,059.13
EFT Payment 5/21/2026	US Bank Corporate Payment System	5/26/2026	\$8,100.21

Total Claims Voucher Distribution **\$327,434.82**

Total Distribution Submitted for Review & Authorization **\$467,778.02**

Authorization Adjustments: -

Total Distribution Net of Prior Authorized Adjustments **\$467,778.02**

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, Dave Olson

_____ Council Member



Voucher Directory

Fiscal : 2026 - May
Council Date : 2026 - May - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
AHBL					
	Direct Pay Payment 5/21/2026 10:06:24 AM - 1	2026 - May - 2nd Council Meeting			
	158421				
		April Svcs Edgewood Prologis EIS			
		001-058-000-558-60-41-01		Professional Services-Reimbursable	\$7,056.00
				Edgewood Prologis EIS	
		Total 158421			\$7,056.00
	Total Direct Pay Payment 5/21/2026 10:06:24 AM - 1				\$7,056.00
Total AHBL					\$7,056.00
Alpine Products/Aramco, Inc.					
	Direct Pay Payment 5/21/2026 10:06:24 AM - 2	2026 - May - 2nd Council Meeting			
	S7689287.001				
		May Purchases			
		001-022-000-548-30-31-01		Operating Supplies	\$176.48
				Broom Set-(Qty 2)	
		Total S7689287.001			\$176.48
	Total Direct Pay Payment 5/21/2026 10:06:24 AM - 2				\$176.48
Total Alpine Products/Aramco, Inc.					\$176.48
American Shredding					
	EFT Payment 5/21/2026 10:06:04 AM - 1	2026 - May - 2nd Council Meeting			
	15596051926				
		May Services			
		001-018-000-518-30-41-01		Professional Services	\$75.00
				Bi Monthly Shredding	
		Total 15596051926			\$75.00
	Total EFT Payment 5/21/2026 10:06:04 AM - 1				\$75.00
Total American Shredding					\$75.00
ARG Industrial					
	Direct Pay Payment 5/21/2026 10:06:24 AM - 3	2026 - May - 2nd Council Meeting			
	T085116				
		May Purchases			
		001-076-000-576-80-31-01		Operational Supplies	\$106.08

Vendor	Number	Reference	Account Number	Description	Amount
				Irrigation Parts-Plants-Nelson Nature Park	
		Total T085116			\$106.08
		Total Direct Pay Payment 5/21/2026 10:06:24 AM - 3			\$106.08
Total ARG Industrial					\$106.08
CDW Government					
		Direct Pay Payment 5/21/2026 10:06:24 AM - 4		2026 - May - 2nd Council Meeting	
		AJ2667D			
			PO 2026018		
			001-018-000-518-85-49-03	Computer Subscriptions	\$396.03
				Microsoft 365 Copilot Add-on-Subscription License(1)-5/1/26-3/31/27	
		Total AJ2667D			\$396.03
		AJ3LF2Q			
			PO 2026021		
			001-018-000-518-85-49-03	Computer Subscriptions	\$16,293.37
				City Anti-Virus Renewal-(6/5/26-6/4/27)	
		Total AJ3LF2Q			\$16,293.37
		Total Direct Pay Payment 5/21/2026 10:06:24 AM - 4			\$16,689.40
Total CDW Government					\$16,689.40
Comcast Business					
		EFT Payment 5/21/2026 10:06:04 AM - 2		2026 - May - 2nd Council Meeting	
		271403174			
			5/15-6/14/26 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$830.09
				City Hall Internet	
		Total 271403174			\$830.09
		Total EFT Payment 5/21/2026 10:06:04 AM - 2			\$830.09
Total Comcast Business					\$830.09
Drain-Pro					
	26786			2026 - May - 2nd Council Meeting	
		148109			
			May Services		
			001-076-000-576-80-41-10	Parks Maintenance	\$3,713.23
				Repair Public Drinking Fountains-ECP	
		Total 148109			\$3,713.23
		156208			
			5/10-6/6/26 Svcs-Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Edgemont Park	
		Total 156208			\$144.50

Vendor	Number	Reference	Account Number	Description	Amount
		156209			
			5/10-6/6/26 Svcs-Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals Nelson Nature Park	\$259.00
		Total 156209			\$259.00
		156210			
			5/10-6/6/26 Svcs-Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals Nelson Farm Park	\$144.50
		Total 156210			\$144.50
		156211			
			5/10-6/6/26 Svcs-Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals Trailhead Park	\$199.50
		Total 156211			\$199.50
		156212			
			5/10-6/6/26 Svcs-PW Yard		
			001-076-000-576-80-45-03	Operating Rentals PW Yard	\$144.50
		Total 156212			\$144.50
	Total 26786				\$4,605.23
Total Drain-Pro					\$4,605.23
Herrera Environmental Consultants, Inc.					
		Direct Pay Payment 5/21/2026 10:06:24 AM - 5		2026 - May - 2nd Council Meeting	
		62247			
			03/28-05/01/26 Svcs-Prj 24-08554-002		
			411-000-000-594-31-63-08	Capital Improvement Projects SW17-Aquatic Resource Mitigation Program (Herrera #2025-01)	\$9,895.87
		Total 62247			\$9,895.87
		Total Direct Pay Payment 5/21/2026 10:06:24 AM - 5			\$9,895.87
Total Herrera Environmental Consultants, Inc.					\$9,895.87
Inslee, Best, Doezie & Ryder, P.S.					
		Direct Pay Payment 5/21/2026 10:06:24 AM - 6		2026 - May - 2nd Council Meeting	
		455877			
			April Services		
			001-018-000-515-41-41-01	Legal Services-External April Services	\$10,076.00
			001-018-000-515-41-41-01	Legal Services-External Prologis Development	\$1,020.00
			001-018-000-515-41-41-01	Legal Services-External EZEE Fiber Franchise Assignment	\$357.50
			202-000-000-515-41-41-02	Legal Services	\$195.00

Vendor	Number	Reference	Account Number	Description	Amount
				Winstead LID Foreclosure	
		Total 455877			\$11,648.50
		Total Direct Pay Payment 5/21/2026 10:06:24 AM - 6			\$11,648.50
Total Inslee, Best, Doezie & Ryder, P.S.					\$11,648.50
Lakehaven Water & Sewer District					
		EFT Payment 5/21/2026 10:06:04 AM - 3		2026 - May - 2nd Council Meeting	
		3575901 3/2-5/1/26 Svcs			
			3/2-5/1/26 Svcs 22 114th Ave E		
			001-018-000-518-30-47-04	Sewer Charges	\$39.06
			22 114th Ave E		
		Total 3575901 3/2-5/1/26 Svcs			\$39.06
		Total EFT Payment 5/21/2026 10:06:04 AM - 3			\$39.06
Total Lakehaven Water & Sewer District					\$39.06
Les Schwab Tire Center					
		EFT Payment 5/21/2026 10:06:04 AM - 4		2026 - May - 2nd Council Meeting	
		043026-LST			
			April Statement		
			001-022-000-544-20-47-03	Waste Disposal	\$54.94
				Dumped Tire Disposal (Qty 10)-COE ROW	
		Total 043026-LST			\$54.94
		Total EFT Payment 5/21/2026 10:06:04 AM - 4			\$54.94
Total Les Schwab Tire Center					\$54.94
Mt. View-Edgewood Water Co.					
		EFT Payment 5/21/2026 10:06:04 AM - 5		2026 - May - 2nd Council Meeting	
		3401-100385 3/9-5/8/26			
			3/9-5/8/26 10301 36th St E		
			001-018-000-518-30-47-02	Water	\$127.58
				Edgewood Community Park	
		Total 3401-100385 3/9-5/8/26			\$127.58
		3401-2746 3/9-5/8/26			
			3/9-5/8/26 10440 Dom Calata Way		
			001-018-000-518-30-47-02	Water	\$309.69
				City Hall	
		Total 3401-2746 3/9-5/8/26			\$309.69
		3401-2823 3/9-5/8/26			
			3/9-5/8/26 10311 Dom Calata Way		
			001-018-000-518-30-47-02	Water	\$55.95
				PW Garage	
		Total 3401-2823 3/9-5/8/26			\$55.95

Vendor	Number	Reference	Account Number	Description	Amount
		3401-2961 3/9-5/8/26			
			3/9-5/8/26 1800 Meridian Ave E		
			001-018-000-518-30-47-02	Water	\$137.29
				1800 Meridian Ave E	
		Total 3401-2961 3/9-5/8/26			\$137.29
		3401-3796 3/9-5/8/26			
			3/9-5/8/26 1200 Meridian Ave E		
			001-018-000-518-30-47-02	Water	\$92.57
				1200 Meridian Ave E	
		Total 3401-3796 3/9-5/8/26			\$92.57
		Total EFT Payment 5/21/2026 10:06:04 AM - 5			\$723.08
Total Mt. View-Edgewood Water Co.					\$723.08
Pierce County Budget & Finance 2% Dist					
	26787			2026 - May - 2nd Council Meeting	
		CI-386379			
			1st Qtr 2026 Liquor Profit and Excise Taxes		
			001-021-000-521-10-42-01	Intergov Chemical Dependency	\$991.55
				1st Qtr 2026 Liquor Profit and Excise Taxes	
		Total CI-386379			\$991.55
	Total 26787				\$991.55
Total Pierce County Budget & Finance 2% Dist					\$991.55
Pierce County Budget & Finance Sheriff					
	26788			2026 - May - 2nd Council Meeting	
		CI-386684			
			April Services		
			001-021-000-521-20-41-01	Police Services	\$262,132.33
				April Services	
		Total CI-386684			\$262,132.33
	Total 26788				\$262,132.33
Total Pierce County Budget & Finance Sheriff					\$262,132.33
Refunds/Reimbursements Vendor					
	26789			2026 - May - 2nd Council Meeting	
		051126-JT		James G Tumelson	
			Mileage Reimbursement		
			001-058-000-558-50-43-01	Travel	\$207.35
				Mileage Reimbursement-WABO Annual Business Mtg	
		Total 051126-JT			\$207.35
	Total 26789				\$207.35
Total Refunds/Reimbursements Vendor					\$207.35

Vendor	Number	Reference	Account Number	Description	Amount
Shell					
	EFT Payment 5/21/2026 10:06:04 AM - 6		2026 - May - 2nd Council Meeting		
		112452769			
			April Statement		
			001-022-000-548-30-32-01	Fuel	\$2,149.41
				Fuel	
			410-000-000-531-38-32-01	Fuel	\$909.72
				Fuel	
		Total 112452769			\$3,059.13
	Total EFT Payment 5/21/2026 10:06:04 AM - 6				\$3,059.13
Total Shell					\$3,059.13
Sound Electronics					
	26790		2026 - May - 2nd Council Meeting		
		519759			
			Annual Fire Alarm Monitoring		
			001-018-000-518-30-46-01	Alarm Monitoring	\$409.57
				Annual Fire Alarm Monitoring (6/1/26-5/31/27)	
		Total 519759			\$409.57
	Total 26790				\$409.57
Total Sound Electronics					\$409.57
State Auditor's Office					
	Direct Pay Payment 5/21/2026 10:06:24 AM - 7		2026 - May - 2nd Council Meeting		
		L175156			
			Audit No. 63072		
			001-014-000-514-20-41-04	State Auditor	\$634.95
				2023-2024 Accountability Audit/Financial Audit	
		Total L175156			\$634.95
	Total Direct Pay Payment 5/21/2026 10:06:24 AM - 7				\$634.95
Total State Auditor's Office					\$634.95
US Bank Corporate Payment System					
	EFT Payment 5/21/2026 10:06:04 AM - 7		2026 - May - 2nd Council Meeting		
		042726-USB			
			April Statement		
			001-011-000-511-60-31-30	Meals & Refreshments	\$171.76
				J.S.-Herrera-Acorn Brewing-Dinner for Council Members-Council Retreat	
			001-014-000-514-20-49-03	Registration & Training	\$40.00
				S.Goff-PSFOA-4/13/26 Mtg Registration-H.Goraya	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$46.39
				B.Whitman-Ferguson Ent-Plumbing Parts-City Hall	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$1,398.50
				M.Ray-SP Biogents Inc-Mosquito Traps & Bait-City Hall	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$174.89
				J.Bartelson-Walmart/WSDOT/Costco-Toilet Brush/Good-To-Go Pass/Kitchen Supplies	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-20-31-08	Wellness Supplies J.Bartelson-Costco/Lodo Chair Massage/Walmart-Fruit/Granola-TEBW-Power of Nutrition/Chair Yogo-TEBW-Resistance Bands-TEBW	\$196.73
			001-018-000-518-20-31-08	Wellness Supplies S.Goff-Haggen/Grocery Outlet/Safeway-Scones & Fruit-TEBW Admin Appreciation	\$52.74
			001-018-000-518-20-49-01	Memberships & Subscriptions J.S.-Herrera-MRSC-MRSC Roster	\$225.00
			001-018-000-518-85-43-02	Lodging & Meals M.Ray-Springhill Suites-Hotel-ACCIS Conference	\$676.80
			001-018-000-518-85-49-03	Computer Subscriptions M.Ray-Name-Cheap.com/Dmarcly(Netflare)-Annual Domain Name/Software Subscription (Email Security)	\$85.18
			001-019-030-514-20-49-01	Memberships & Subscriptions V.Lundgren-WMCA-Annual Membership Fee	\$100.00
			001-019-030-514-20-49-01	Memberships & Subscriptions J.S.-Herrera-WMCA-Annual Membership Renewal	\$100.00
			001-019-030-514-20-49-03	Registration & Training J.S.-Herrera-WAPRO-Annual Spring Conference	\$65.00
			001-019-030-514-20-49-03	Registration & Training V.Lundgren-IIMC/WAPRO-PD Online Courses Practical Communication & Leadership/Virtual Conference	\$235.00
			001-021-000-521-20-31-01	Office & Operational Supplies J.Bartelson-Costco-Water & Cookies-Community Academy-PD	\$28.78
			001-022-000-548-30-31-01	Operating Supplies B.Whitman-Costco-Water for PW Crew	\$30.78
			001-022-000-548-30-35-01	Small Tools/Minor Equipment J.Privett-Harbor Freight-Small Tools for PW Shop	\$376.41
			001-058-000-558-50-43-02	Lodging & Meals J.Tumelson-Ducks&Drakes/Icicle Village Resort/Muncheon Haus-WABO 2025 Annual Business Mtg	\$387.67
			001-058-000-558-50-49-01	Memberships & Subscriptions J.Tumelson-NFPA Nat'l Fire Protection-Annual Link Code Membership	\$143.12
			001-058-000-558-50-49-03	Registration & Training J.Tumelson-SP Construction Exam/WABO-Certified Fire Marshal Exam/Summer Business Mtg	\$923.00
			001-058-000-558-60-41-08	Legal Notices/Publications J.Metzler-Click2Mail-NOA Mailing- #25-002-COMP,#25-001-COMP,#26-1056,#26-1079 VAR	\$365.88
			001-076-000-576-80-31-01	Operational Supplies J.Privett-Ace/ACF West/Puyallup Bark Supply-Grass Seed(City Hall)/Woven Fabric (Windmill)/Bark-ECP	\$1,134.33
			001-076-000-576-80-31-01	Operational Supplies B.Whitman-Costco/Harbor Freight/Home Depot/Sarco-TP & Trash Bags/Zip Ties & Construction Fence (Windmill)/Bath Disinfectant	\$1,142.25
			Total 042726-USB		\$8,100.21

Vendor	Number	Reference	Account Number	Description	Amount
				Total EFT Payment 5/21/2026 10:06:04 AM - 7	\$8,100.21
				Total US Bank Corporate Payment System	\$8,100.21
Grand Total		Vendor Count	19		\$327,434.82



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0796 - Resolution 26-0796 Authorizing the Mayor to Execute a Contract for Re-Roofing City Hall to Safecover Roofing LLC	Agenda Item #: 5.D
	For Agenda of: 5/26/2026
	Prepared by: Chuck Hendricksen
Attachments (list): 1. RESOLUTION 26.0796, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE RE-ROOFING OF CITY HALL 2. City of Edgewood Contract	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 05/21/2026 Dave Olson, Mayor 05/21/2026	Expenditure Required: \$84,000.00 plus tax <hr/> Amount Budgeted: \$127,000.00 plus tax <hr/> Timeline: 5/19/2026-SS 5/26/2026 RCM

Summary Statement:

On April 2, 2026 Public Works put out a call for bids to re-roof City Hall. On April 30,2026 sealed bids were open. Safecover Roofing was the low bidder at \$84,500.00 plus tax.

Item History:

Recommended Action:

Fiscal Note/Consideration:

RESOLUTION NO. 26-0796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR RE-ROOFING CITY HALL TO SAFECOVER ROOFING, LLC. IN THE AMOUNT OF \$84,500.00

WHEREAS, on December 9, 2025, the City Council adopted the 2026 budget for the City of Edgewood effective January 1, 2026, by authorization of Ordinance 25-0683; and

WHEREAS, the 2026 City of Edgewood budget appropriated \$127,000.00 for re-roofing City Hall; and

WHEREAS, the City issued a Small Works Roster solicitation on April 2, 2026, requesting bids for the work required to re-roof City Hall; and

WHEREAS, after three bids were received and opened on April 30, 2026, City staff reviewed and determined that the lowest responsive and responsible bidder was Safecover Roofing, LLC, based on its bid of \$84,500.00, plus tax; and

WHEREAS, on May 4, 2026, the Mayor considered staff's recommendation and determined that the contract for re-roofing City Hall should be awarded to Safecover Roofing, LLC:

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

Section 1. Contract authorized. The City Council hereby authorizes the Mayor to execute the public works contract between the City of Edgewood and Safecover Roofing, LLC in the amount of \$84,500.00, plus tax for re-roofing City Hall. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 26TH DAY OF MAY, 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

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 Safecover Roofing, LLC (“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:

CITY HALL RE-ROOFING, to include furnishing all labor, materials and equipment necessary for the removal and disposal of existing roofing materials and replacing them in kind with new roofing materials.
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 is made to the City by the Contractor via email, a hard copy shall be delivered or mailed the same date as email. Notice by the Contractor to the City via email only shall not be effective.

CITY:

CITY OF EDGEWOOD
10440 Dom Calata Way E
Edgewood, WA 98372-1513
Contact: Chuck Hendricksen
Phone: (253) 392-2560
Email: chuck@cityofedgewood.org

CONTRACTOR:

Safecover Roofing, LLC
1696 Bishop Road
Chehalis, WA 98532
Contact: Brady Collins
Phone: 360-748-1887
Email: brady@safecoverroofing.com
Tax ID #: 604 264 518

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 30 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
 - 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, codes, regulations, and administrative rulings in performing work for the Project.

- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 8:00 AM, and shall not work after 5:00 PM. Exceptions to the work hours may be approved at the Public Works Director's sole discretion.
- (6) Work Days. Work days or working days as used in this Contract means every day other than a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050.
- (7) 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 and the conditions and limitations of the Project site. 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.
- (8) 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 Contractor's own expense and to the satisfaction of the City. When materials or equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle the material or equipment at the site and become responsible for it as though such materials 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 performing the work for the Project.
- (9) Inspections and Permits. Contractor shall be responsible for scheduling all required inspections by any Authority Having Jurisdiction and shall be responsible for scheduling and obtaining any permits or permissions necessary to complete its work, including but not limited to street use permits and commercial vehicle permits. Delays in inspections or permits necessary for the work shall be the responsibility of the Contractor.
- (10) 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, legal, and expeditious manner as required and directed

by the City. During the performance of its work, Contractor shall maintain the Project site and work areas in a clean and orderly manner.

- (11) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards, handrails, warning devices, and other similar items necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor shall furnish Safety Data Sheets for all hazardous or potentially hazardous products used or stored on the Project or Project site. The Contractor shall be responsible for the safety of all workers and shall comply with all appropriate state and federal safety and health standards, codes, rules, and regulations, including but not limited to those promulgated under the Washington Industry Safety and Health Act (RCW 49.17) and as set forth in Title 296 WAC (Department of Labor and Industries). Contractor shall indemnify, defend, and hold harmless the City from damages assessed or alleged against the City because of Contractor's failure to comply with any state or federal safety or health standard, code, rule, or regulations.
- (12) Laws to be Observed. The Contractor shall always comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the work under the Contract. The Contractor shall indemnify, defend, and save harmless the City (including its agents, officers, volunteers, and employees) against claims that may arise because the Contractor (or employees of the Contractor, subcontractors, or material persons) violated a legal requirement.
- (13) Responsibility for Damage. The City (including its agents, officers, volunteers, and employees) will not be responsible in any manner: for losses or damage that may happen to the Work or any part; for losses of material or damage to any of the materials or other things used or employed in the performance of Work; for injury to or death of either workers or the public; or for damage to the public for causes which might have been prevented by the Contractor or anyone employed by the Contractor. The Contractor shall be responsible for all liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever during the performance of the Work, or before final acceptance.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters that may occur as a result of construction operations. The Contractor shall exercise all necessary precautions throughout the life of the Project to prevent pollution, erosion, siltation, and damage to property

- (14) Indemnity. Subject to the limitations in RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless the City (including its agents, officers, volunteers, and employees) from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in

consequence of any negligence or breach of Contract regarding the Work, the use of improper materials in the Work, caused in whole or in part by an act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to a remedy authorized by law, the City may retain so much of the money due the Contractor as it deems necessary to ensure the defense and indemnification obligations of this section until disposition has been made of such suits or claims.

Pursuant to RCW 4.24.115, if such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in this Contract shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

- (15) Title 51 RCW Waiver. For purposes of the indemnity provided pursuant to this Contract, Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, and all other applicable Industrial Insurance/Worker's Compensation Acts or their equivalent in the applicable jurisdiction. Further, the indemnification obligations under this Contract shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable to or for any third party under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts; provided Contractor's waiver of immunity by the provisions of this Article extends only to claims against Contractor by Indemnitees, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor's duty to defend, indemnify, and hold Indemnitees harmless shall include, as to all claims, demands, losses, and liability to which it applies, Indemnitees and/or Indemnitees' personnel-related costs, reasonable attorneys' and experts' fees, court costs, and all other claim-related expenses.

Contractor and City represent that the waiver of immunity contained in this Article was mutually negotiated.

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

B. Work Performance.

- (1) Prevailing wages. Contractor shall pay the 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 two (2) 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 five working days of being notified the work is rejected, 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, in addition to other remedies for Contractor's default contained elsewhere in this Contract.

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 \$84,500.00 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. Payment will be made to the Contractor by the City within thirty (30) working days of receipt of a proper invoice, except those amounts required to be withheld by law or where withholding is permitted by this Contract.
- 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. Payment shall not relieve the Contractor of the responsibility to correct defective or deficient work or materials and neither payment nor partial payment shall be considered as acceptance of any work or materials by the City.
- F. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. **Bonds.** The Contractor shall provide a performance and payment bond to the City on a “Performance Bond” and “Public Works Payment Bond” form furnished by the City and attached hereto. The performance and payment bonds shall each cause the Contractor and surety to be jointly and severally bound to the City in the sum of 100% of the bid amount and together guarantee 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. The bonds 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. The bonds shall be furnished by a corporate surety company authorized to do business in the State of Washington and acceptable to the City. The payment and performance bond surety (or sureties) shall agree that modifications and changes to the terms and conditions of the Contract that increase the total amount paid to Contractor shall automatically increase the obligation of the Surety on the bonds and notice to the Surety is not required for such increased obligation.

Initial: _____ (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 other applicable statutes, 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 have submitted an “Affidavit of Wages Paid” (LI 700-7 or other approved form) that has been certified and approved 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 all applicable taxes. Once the City has received certification from appropriate departments of the state of Washington and 45 days have passed from the date of acceptance of the Project and the City has not received any claims against the Project, the City will release the retainage minus sums the City is permitted to withhold pursuant to this Agreement or the law.

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.

11. **Term.** This Agreement shall be in full force and effect for a period commencing upon execution and ending November 1, 2026 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.

12. **Liquidated Damages.** Delays inconvenience the public and obstruct City operations and use of City facilities by the City and public. Delays also cost tax payers, adding time needed for administration, engineering, inspection, and supervision. Accordingly, the Contractor agrees to pay liquidated damages in the sum of \$500.00 per day for each working day

beyond the contract term the Project has not achieved final completion and to authorize the City to deduct these liquidated damages from any money due or owing to the Contractor. The Parties agree the liquidated damages amount stipulated in this Contract are a fair and reasonable estimate of the City's damages for delays to the Project and are not a penalty.

Liquidated damages will not be assessed for days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

13. Termination for Cause. The City may terminate this Contract upon the default of the Contractor. The Contractor shall be in default upon occurrence of one or more of the following:

- A. If the Contractor fails to supply sufficient skilled workers or suitable materials or equipment;
- B. If the Contractor fails to prosecute the Work with such diligence to ensure its completion within the timeframe established by this Contract;
- C. If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to take advantage of a debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency;
- D. The Contractor disregards any state, federal, or tribal law, ordinance, rule, code, regulation, or an order of any public entity having jurisdiction;
- E. The Contractor disregards the authority of the City;
- F. The Contractor performs Work which deviates from the Contract and neglects or refuses to correct rejected work;
- G. The Contractor fails to obtain or maintain insurance coverage required by this Contract or fails to have its subcontractors and suppliers of any tier obtain and maintain insurance coverage required by this Contract; or
- H. The Contractor otherwise materially breaches any provision or requirement of this Contract.

If the City determines the Contractor is in default the City shall notify the Contractor it is in default. If the Contractor does not remedy the default within five calendar days the City may terminate the Contract for cause. In the event of such termination, the City may, without waiver of other remedies, prosecute the work to completion, including correcting any defective work. The Contractor shall be liable for costs or damages incurred by the City to complete or correct the work.

If the Agreement is terminated for default, Contractor shall not be entitled to receive any further payments from the City until the project is complete. Any extra cost or damage to the City resulting from Contractor's default(s) shall be deducted from any money due or coming due to Contractor. Additionally, Contractor shall be liable to the City for 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 and termination.

In exercising the City's right to prosecute the completion of the work, the City shall have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing the work.

If the City pursues one remedy for the Contractor's default it shall not prevent the City from seeking any other legal, contractual, or equitable remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

14. Termination for Public Convenience. The City may terminate the Contract in whole or in part whenever the City determines such termination is in the best interest of the City. Upon termination for public convenience the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of such 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 Agreement in the event of such termination and make best efforts to cancel any orders and, if economically efficient, return, any uninstalled material or redirect uninstalled material to Contractor's other work.

15. 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. 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;
- 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, Contractor has 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. Contractor has received the training required by RCW 39.04.350; 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 shall verify the responsibility criteria contained above for each first tier subcontractor and will require subcontractors of any tier that hires other subcontractors to 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.

16. 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) Automobile Liability 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) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap 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

All insurance policies and coverages required by this Contract shall contain a waiver of subrogation against the City (including its agents, officers, volunteers, and employees) and any additional insured. The policies shall provide such waivers by endorsement or otherwise. This waiver has been mutually negotiated by the Parties.

I. Acceptability of Insurers

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

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 of any tier 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 (of any tier) 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 or potential policy cancellation within two business days Contractor became aware or should have become aware of such cancellation or potential cancellation.

M. Failure to Maintain Insurance

If the Contractor or subcontractors or suppliers of any tier fail to obtain and maintain the insurance required by this Contract, the City, at its sole discretion, may immediately 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. The City electing to pursue remedies under this section shall not prevent the City from seeking any other remedy it may otherwise have under law, equity, or this Contract for the failure by the Contractors or subcontractors or suppliers of any tier to obtain and maintain the required insurance.

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.

17. Claims for damages.

A. Excluded situations. 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; delays that do not affect the Contractor's critical path, or reasonably foreseeable delays or conditions.

- B. Liability limited to direct costs. The City's liability to the Contractor for any dispute is limited to the Contractor's direct and incurred costs. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, based on the Eichleay Formula 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.

- 18. **Changes to the Work.** The City reserves the right to make, at any time during the Project, changes in quantities and other alterations to the work as the City deems necessary. Such changes shall not invalidate the Contract nor release the Contractor's surety. The Contractor shall perform the work as altered.

The Contractor shall proceed with altered work upon receiving: 1) a change order signed by the Contractor and City; or 2) or written order from the Director of Public Works.

The Contractor shall not be entitled to compensation or an adjustment to the Project schedule for: 1) additional or extra work performed absent an executed change order or written order from the Director of Public Works; or 2) the performance of work that was removed from the Contractor's scope by an executed change order or written order from the Director of Public Works.

- 19. **Disputes.**

- A. Notice. During the progress of the Project, if any condition, occurrence, or event occurs (including but not limited to unforeseen conditions or a written order from the Director of Public Works changing the work) that will form the basis of a request by the Contractor for additional compensation or adjustment to the schedule the Contractor shall notify the City of the condition, occurrence, or event within five working days of the its occurrence or within five working days the Contractor became aware or should have become aware of the condition, occurrence, or event. The notice shall provide a summary of the condition, occurrence, or event, an explanation as to why the Contractor may be entitled to additional compensation or schedule relief and, if possible, a proposed adjustment to the Agreement cost and time. By failing to provide notice in accordance with this paragraph, Contractor completely waives any claim for additional compensation or schedule relief. No claim by the Contractor based on any event, occurrence, or condition causing Contractor to incur additional costs or time shall be allowed unless Contractor follows the procedures of this paragraph.
- B. Investigation by City. Upon receipt of the Contractor's notice of any event, occurrence, or condition that may be the basis of a Contractor's request for additional cost or schedule adjustment the City shall perform an investigation and

determine if an increase or decrease in the cost or time required for performance of the Project is warranted. During the investigation by the City the Contractor shall continue with its work on the Project.

- C. Written Determination. The City will provide a written determination as to whether an adjustment to the Contract is warranted based on the notice provided by the Contractor. At the City's discretion, the City may provide a proposed adjustment to the Contract cost or schedule in its written determination. If the City requires additional information to evaluate the event, condition, or occurrence, the Contractor shall provide all requested documents to the City within ten working days of the City's request. Failure by the Contractor to timely provide sufficient documentation to allow the City to evaluate the event, condition, or occurrence and its effect on the Project shall result in a complete waiver of any claim for additional cost or time by the Contractor based on said condition, event, or occurrence.
- D. Protest. If the Contractor disagrees with the City's written determination the Contractor shall submit a notice of protest to the City within five calendar days of receipt of the City's written determination. Failure by the Contractor to submit a notice of protest within five calendar days shall cause the City's written determination to become binding and final on all Parties and will result in a waiver by the Contractor of any other right to additional payment or schedule adjustment.
- E. Protest Supplement. Within ten working days of submitting its notice of protest the Contractor shall supplement its written protest. The Contractor's protest supplement shall include the date and nature of the event, occurrence, or condition giving rise to its claim for cost and schedule adjustment; a full discussion of the circumstances that caused the protest, including the names of the persons involved and nature of work involved; the estimated dollar cost, if any, of the protested work, event, condition, or occurrence; a review of the plans and contract provisions that supports its position(s); and an analysis of the Project schedule showing the schedule change or disruption if the contractor is asserting a schedule change or disruption. By failing to provide a protest supplement in accordance with this paragraph, Contractor completely waives any claim for additional compensation or schedule relief. No claim by the Contractor based on any event, occurrence, or condition causing Contractor to incur additional costs or time shall be allowed unless Contractor follows the procedures of this paragraph.
- F. City Review of Protest Supplement and Final Determination. The City will provide a final determination as to whether an adjustment to the Contract is warranted based on the protest supplement provided by the Contractor. If an adjustment to the Contract is warranted, the City will include the adjustment(s) it deems appropriate in its final determination. If the City requires additional information to evaluate the protest and protest supplement, the Contractor shall provide all requested documents to the City within ten working days of the City's request. The City may, at its discretion, make multiple requests for documents. Failure by the Contractor to timely provide sufficient documentation to allow the City to evaluate the protest

and protest supplement shall result in a complete waiver of any claim for additional cost or time by the Contractor based on said condition, event, or occurrence.

- G. Resolution. If the Contractor disagrees with the City's final determination the Contractor may initiate litigation in Pierce County Superior Court. Failure by the Contractor to initiate litigation in Pierce County Superior Court within five working days of receipt of the City's final determination shall cause the City's final determination to become binding and final on all Parties and will result in a waiver by the Contractor of any other right to additional payment or schedule adjustment.
- H. Contractor to Proceed with the Work. Throughout the dispute process outlined in this section and elsewhere in this Contract the Contractor shall proceed with all work and diligently prosecute completion of the Project.
- I. Cooperative Resolution. Contractor and City shall endeavor to resolve disputes efficiently. However, no negotiation or discussion between the City and Contractor of disputes or claims, whether realized or potential, shall relieve the Contractor of its obligations under this section. The Contractor's failure to strictly comply with the dispute resolution procedure and time requirements described in this section shall result in a complete waiver of any claim or right to additional compensation or schedule adjustment.

- 20. **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.
- 21. **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.
- 22. **Jurisdiction and Venue.** 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. By mutual agreement of the Parties, the Parties may stipulate to stay litigation in Pierce County and resolve any dispute through arbitration administered by the American Arbitration Association under its construction industry rules prevailing at the time the arbitration is initiated or other mutually agreeable arbitration administrator and procedure.
- 23. **Attorney's Fees.** In any suit or action instituted to enforce any right granted or obligation in this Contract, the substantially prevailing party shall be entitled to recover its costs,

disbursements, and reasonable attorney's fees from the other party.

24. **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.
25. **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.
26. **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 any covenants, agreements or options, and the same shall be and remain in full force and effect.
27. **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

CONTRACTOR

By: _____

By: Safelover Roofing

Print name: _____

Print name: Brady Collins

Title: _____

Title: GM

Date: _____

Date: 5-6-26

APPROVED AS TO FORM:

Maili Barber, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Tyler Gillis (Corporate Officer (Not Contract Signer)) certify that I am the General Manager (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that [Signature], (Contract Signer) who signed said Contract on behalf of Contractor, was then GM (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.

[Signature]
Corporate Officer Signature (not Contract Signer)

Tyler Gillis
Print Name

Owner
Title

State of Washington

County of Levit

[Signature], (Corporate Officer (not Contract Signer)) being duly sworn, deposes and says that he/she is GM (Corporate Title) of Safelink Rectory (Name of Corporation).

Subscribed and sworn to before me this 6 day of May, 2026.



Kasci M Lawrence
Notary Public (Signature)

Kasci M Lawrence
Notary Public (Print)
My commission expires 02/18/2030



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0794 - Resolution 26-0794 Authorizing the Transfer of Franchise Agreement Rights from EZEE Fiber Texas LLC to EZEE Fiber Washington Assets LLC	Agenda Item #: 5.E
	For Agenda of: 5/26/2026
	Prepared by: Chuck Hendricksen
Attachments (list): 1. RESOLUTION 26.0794, ACKNOWLEDGING TRANSFER OF EZEE FIBER FRANCHISE AGREEMENT 2. Ezee Fiber Washington Assets, certificate (1) 3. ORDINANCE 25.0689, GRANTING UNTO EZEE FIBER TEXAS LLC A FRANCHISE AGREEMENT FOR TELECOMMUNICATIONS	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 05/21/2026 Dave Olson, Mayor 05/21/2026	Expenditure Required: N/A <hr/> Amount Budgeted: <hr/> Timeline: 5/19/2026 SS 5/26/2026 RCM

Summary Statement:

Ezee Fiber has changed companies. The existing franchise agreement allows this if approved by the WUTC approves. WUTC has approved the transfer.

Item History:

Recommended Action:

Fiscal Note/Consideration:

RESOLUTION NO. 26-0794

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE TRANSFER OF FRANCHISE AGREEMENT RIGHTS FROM EZEE FIBER TEXAS LLC TO EZEE FIBER WASHINGTON ASSETS LLC

WHEREAS, on October 10, 2025, the City Council granted a franchise agreement to Ezee Fiber Texas LLC, by authorization of Ordinance 25-0689; and

WHEREAS, Ordinance 25-0689 contains the clause that consent from the Washington Utilities and Transportation Commission (“WUTC”) allows the transfer; and

WHEREAS, the WUTC issued registration of Ezee Fiber Washington Assets LLC on March 17, 2026.

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

Section 1. Transfer authorized. The City Council hereby authorizes the original rights granted in the franchise agreement to Ezee Fiber Texas LLC under Ordinance 25-0689 to Ezee Fiber Washington Assets LLC.

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

ADOPTED THIS 26TH DAY OF MAY, 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk



**REGISTRATION
OF**

Ezee Fiber Washington Assets, LLC

**AS A COMPETITIVE
TELECOMMUNICATIONS COMPANY**

Docket Number UT-260146

March 17, 2026
Effective Date

Jeff Killip
Executive Director and Secretary

CERTIFICATE IS NOT TRANSFERABLE

ORDINANCE NO. 25-0689

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, GRANTING UNTO EZEE FIBER TEXAS LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE AGREEMENT FOR TELECOMMUNICATIONS.

WHEREAS, Ezee Fiber Texas, LLC, a Delaware limited liability company (“Grantee”) has applied to the City of Edgewood (“City”) for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate and remove its telecommunications facilities in, on, over, under, along and/or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee’s request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

WHEREAS, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

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

Section 1. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated herein, the City grants to the Grantee a non- exclusive Franchise to enter, occupy, and use public ways for constructing, installing, operating, maintaining, repairing, and removing wireline Facilities necessary to provide telecommunications services, on property located within the corporate boundaries of the City of Edgewood, as specified in Exhibit A, attached hereto and incorporated by reference (the "Franchise Area"). Except as expressly provided otherwise in this Franchise, Grantee shall construct, install, maintain, repair, and remove its Facilities at its expense.

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair telecommunications Facilities and all necessary appurtenances thereto, (“Grantee Facilities”) in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any Facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or

privilege relative to any Facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. As set forth in EMC 12.06, Grantee must first obtain a right-of-way use permit in the event it desires to occupy Public Ways. Nothing contained herein shall relieve Grantee from the requirements for obtaining permits as more fully set forth in Section 6 below.

I. Nothing in this Franchise grants authority to Grantee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing or removing wireless communication Facilities.

J. Nothing in this Franchise grants authority to Grantee to enter, occupy, or use City Property. If Grantee desires to use City Property, including poles and structures within the public ways it shall negotiate a separate lease or license agreement with the City.

K. Any rights, privileges, and authority granted to Grantee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Grantee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

L. Nothing in this Franchise excuses Grantee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.

M. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Grantee of any obligation to pay lawfully imposed taxes, charges or fees.

N. Nothing in this Franchise grants authority to Grantee to impair or damage any City Property, Public Way, other ways or other property, whether publicly or privately owned, except as provided herein.

O. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of Facilities or to modify public ways to accommodate the Grantee's Facilities.

P. Nothing in this Franchise grants authority to Grantee to provide or offer Cable Service.

Q. Nothing in this Franchise grants authority to Grantee to provide or offer personal wireless services to the general public.

R. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third-party user of Grantee's Facilities or to otherwise recognize or create third party beneficiaries to this Franchise.

Section 2. Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: City Clerk
10440 Dom Calata Way E.
Edgewood, WA 98372

with a copy to: Public Works Director
10440 Dom Calata Way E.
Edgewood, WA 98372

Grantee: Ezee Fiber Texas, LLC
4505 Pacific Hwy E, Suite C-2 Fife,
Washington 98424
legal@ezeefiber.com

B. Grantee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Grantee shall cooperate with the City and make best efforts to immediately respond to minimize damage, protect the health safety of the public and repair Facilities to restore them to proper working order. Annually, on request of the City, Grantee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

C. Any changes to the above-stated Grantee information shall be sent to the City Clerk, with copies to the City Public Works Director, referencing the title of this agreement.

D. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, EDGEWOOD time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, consistent with EMC 12.06.040, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for three (3) additional five (5) year periods upon submission and approval of the application for such renewal. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the City Code.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the City of Edgewood Municipal Code unless inconsistent herewith.

“Cable Service” has the meaning set forth in, 47 U. S. C. § 522(6).

“City” means the City of Edgewood, Washington, and all departments, divisions, employees, and agencies thereof.

“City Property” means and includes all real property owned by the City, other than public streets and utility easements as those terms are defined herein, and all property held in a proprietary

capacity by the City, which is not subject to right-of-way use permitting and franchising as provided herein.

“Conduit” means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

“Costs” means costs, expenses, and other financial obligations of any kind whatsoever.

“Days” means calendar days.

“Effective Date” means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

“EMC” or “City Code” means the City of Edgewood Municipal Code.

“Emergency” means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots or wars.

“Existing” means in actual physical being upon the effective date of this Franchise, or a repair or replacement of such physical being.

“Facilities” means all of the plant, equipment, fixtures, appurtenances, and other Facilities necessary to furnish and deliver telecommunications services including but not limited to poles with crossarms, poles without crossarms, and signal lines and equipment, braces, guys, anchors, conduits, vaults, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

“Fiber Optics” means the technology of guiding and projecting light for use as a communications medium.

“Grantee” means Ezee Fiber Texas, LLC dba Ezee Fiber and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

“Grantee Services” means the providing of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made.

“Information” means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

“Maintenance” or “Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Optical Cable” means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

“Overhead Facilities” means electric utility and communications Facilities located above the surface of the ground, including the underground supports and foundations for such Facilities.

“Person” means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals and includes their lessors, trustees and receivers, but not the City.

“Personal Wireless Services” means commercial mobile radio services as defined by federal laws and regulations.

“Public Street” means any highway, street, alley or other public right-of-way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to transportation purposes. For the purposes of this section, the term “alley” shall have its ordinary meaning and shall generally be considered to mean a public right-of-way which affords a secondary means for vehicular or utility access to abutting property and which is not intended for general traffic circulation.

“Public Way” or “Public right-of-way” means and includes the public streets and easements which, under the EMC (City ordinances), and applicable laws, the City has authority to grant franchises, permits, or leases for use thereof, or has regulatory authority thereover, and as may be more specifically defined in the franchise, permit, or lease granting any right to or use thereof. Public ways for the purpose hereof do not include buildings, parks, poles, or similar Facilities or property owned by or leased to the City, including, by way of example and not limitation, structures in the public way such as utility poles and light poles.

“Relocation” means permanent movement of Grantee Facilities required by the City, and not temporary or incidental movement of such Facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Relocation” also means to protect, support, temporarily disconnect, relocate, or remove Facilities.

“Standards” means the Design and Construction Standards and Specifications for Public Works Improvements, latest edition at the time of submission of each right-of-way permit associated with this Franchise Agreement.

“Street Tree” means any tree located in, or that portion over hanging, any public way and any tree planted on private property near a public way at the direction of the City.

“Telecommunications Service” has the meaning set forth in 47 U.S.C. § 153(53).

“State” means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

“Underground Facilities” means utility and communications Facilities located under the surface of the ground, excluding the underground foundations or supports for overhead Facilities.

“Utility Facilities” means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, plant and equipment located under, on or above the surface of the ground within the public ways of the City and used or to be used for the purpose of providing utility, communications services.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “B,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, “Franchise Acceptance”). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under applicable City Code provisions for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is undertaking its activity. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

C. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and Grantees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

D. General Standards.

- i. All work authorized and required hereunder shall be done in a safe, thorough, and professional manner. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good

engineering practice and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. Grantee shall endeavor to maintain all equipment lines and Facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables.

- ii. All construction shall be subject to the City's permitting process.
- iii. Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.
- iv. Grantee will take prompt corrective action if it finds that any Facilities or equipment are not operating as expected, or if it finds that Grantee Facilities and equipment do not comply with the requirements of this Franchise or Applicable law.
- v. Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.
- vi. Grantee shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf, as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.
- vii. The City may inspect any of Grantee's Facilities, equipment, or construction located in the Rights-of-Way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer, and repair the unsafe condition(s) if Grantee fails to do so, and to charge Grantee for its costs.
- viii. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable

permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. Grantee shall be liable for all costs incurred by the City and associated with Grantee's violation and the City's issuance of the stop work order.

E. The City expressly reserves the right to prescribe where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

F. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

G. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

H. Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Facilities shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other Facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Facilities shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

I. Grantee shall provide and use any equipment and Facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its Facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

J. Locates. Grantee shall comply with RCW 19.122.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances. Grantee shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City Right of Way, property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property (etc.) to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. Such repair work shall be performed and completed to the satisfaction of the City Engineer. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within sixty (60) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Grantee shall pay the City.

Section 9. Location Preference

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. The City reserves the right to deny priority to any of the Grantee's Facilities that may possibly interfere with possible future installation of City utilities. However, to the extent that the Grantee Facilities are completed and installed prior to another non-City utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. All City utilities and road infrastructure, whether existing or future, shall have priority over the Grantee. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City Facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

Section 10. Grantee Information

A. Within thirty (30) days of a request from the City, Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned Facilities within the City. Said information may be requested either in hard copy or electronic format. Said maps shall use a minimum scale of one-inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format acceptable to the City and in Geographical Information System (GIS) or other digital electronic format acceptable to the City. If digital route maps are provided, the format of the data for overlaying on the City's GIS mapping system shall utilize NAD 83 as the horizontal datum and shall be compatible with or can be imported into Arc GIS Version 9.2 or later. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. Grantee shall reasonably cooperate in City's planning efforts, including working with the City in its development of its Comprehensive Plan Utilities Element.

C. The parties understand that Washington State law limits the ability of the City to shield from public disclosure any information given to the City. The City of Edgewood must comply with RCW 42.56 ("Washington's Public Records Act"). Accordingly, the City agrees to notify the Grantee of requests for public records of the information provided pursuant to this Section, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

D. Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the City has notified Grantee of the pending request.

Section 11. Relocation of Grantee Facilities

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its Facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and hold harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

B. The City shall have the right to require Grantee to, at the City's request, locate (which may include potholing) and survey Grantee's Facilities and equipment, relocate, remove,

replace, modify or disconnect Grantee's Facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of or the request to locate Grantee's Facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered shall be borne by Grantee. Such work shall be performed at Grantee's expense.

C. Except when a shorter time is necessitated due to an emergency, Grantee shall, within thirty (30) days' written notice by the City, or such longer period as the City may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its Facilities and equipment located in the Rights-of-Way or on any other property of the City. In the event of any capital improvement project exceeding five hundred thousand dollars (\$500,000.00) in expenditures by the City, which requires the removal, replacement, modification, or disconnection of Grantee's Facilities or equipment, the City shall provide at least one hundred twenty (120) days' written notice to Grantee. Following notice by the City, if other users of the Right-of-Way relocate aerial Facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial Facilities contemporaneously with other utilities. If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City will work collaboratively with Grantee to identify available alternate locations within the Rights-of-Way for Grantee to relocate its Facilities at Grantee's cost.

D. If Grantee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Franchise Equipment. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall pay the City. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's Facilities and equipment, and that delay results in any delay damage accrued by or against the City, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act.

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the Grantee's discretion, either abandon in place or remove the affected Facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

C. Whenever Grantee intends to discontinue using any Facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the Facility and the date on which Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the Right-of-Way or modify the Facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility. If Grantee abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever including, but not limited to, Access purposes.

D. Removal of unauthorized facilities shall comply with EMC 12.06.160.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City. Where the City requests relocation of Underground Facilities for aesthetic purposes, the cost of relocation shall be paid by the City. In other cases, where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility Facilities being undergrounded.

Section 14. Limitation of Liability, Indemnification and Hold Harmless

A. The Grantee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or Grantee's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, and per EMC 12.06.216, provided that the City shall give Grantee timely written notice of its obligation to indemnify the City. Grantee shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than Grantee.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee'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 Franchise Agreement.

F. Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Grantee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction

thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

G. Unless directly and proximately caused by the negligence or willful act of the City, the City shall not be liable for any damage to or loss of any Facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

H. In the event Grantee refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and Grantee's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Section 15. Insurance

A. Grantee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Grantee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as an additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Grantee:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$5,000,000.00 per accident. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance, in form as broad as ISO occurrence form CG 00 01, with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. 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 Grantee's Commercial General Liability insurance policy with respect to this Franchise Agreement using ISO endorsement CG 20 12 05 09 if the franchise agreement is considered a master permit or CG 20 37 10 01 or substitute endorsement providing at least as broad of coverage.

3. Contractors Pollution Liability insurance, in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000, shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Grantee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

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

5. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

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

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

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

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

D. Verification of Coverage. Grantee shall furnish the City with certificates and required endorsements, evidencing the insurance requirements of this Section 15 before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. However, any such self-insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

G. Subcontractors. Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the City-provided insurance as set forth herein, except Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Grantee shall ensure that the City is an

additional insured on each and every subcontractor commercial general liability insurance policy using an endorsement as least as broad as ISO CG 20. 26.

H. Failure to Maintain Insurance. Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which the City may, after giving five (5) business days' notice to the Grantee to correct the breach, terminate the Franchise 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.

I. Coverage Scope. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be primary.

Section 16. Performance Security

A. The Grantee shall provide the City with a performance bond in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. The bond shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section. If the bond is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of Facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guaranteed amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

B. After the giving of notice by the City to Grantee, and expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

1. Failure of Grantee to pay the City sums due under the terms of this Franchise;
2. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and
3. Damages assessed against Grantee as provided in this Franchise.

C. Restoration Bond. In lieu of a restoration bond pursuant to EMC 12.06.218, in addition to a performance bond, Grantee hereby warrants all work performed under this franchise and further specifically represents and warrants that all required restoration of the right-of-way shall be performed timely, in a professional manner, and in full compliance with all applicable regulatory standards.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be assigned, transferred, disposed of by sale, lease, merger, consolidation, or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.

D. In the case of an assignment or transfer not subject to WUTC approval, prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Franchise Agreement, the dispute shall first be referred to the operational officers or representatives designated by City and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington or the appropriate U.S. District Court. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall materially violate or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot reasonably be cured within thirty days, the Grantee will be provided a longer provided that Grantee commences work on the cure within the original thirty-day cure period and makes reasonable efforts to complete the work. If Grantee does not comply with the specified conditions, the City may claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the performance bond in Section 16 for every day after the expiration of the cure period that the breach is not cured. The assessment does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or Applicable law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by the City by reason of the breach of this Franchise.

B. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

C. In addition, notwithstanding any other legal or equitable remedy available under this Franchise or any Applicable law, after notice and a hearing, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance, or document regarding the Grantor and Grantee;

(2) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

(3) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(4) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable City Ordinances, federal and state laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach an agreement as to the terms of the amendment within thirty (30) days of the call for negotiations and the proposed amendment is required by law, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

Section 21. License, Tax and Other Charges

A. This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

B. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. The RCW is supplemented by EMC 12.06.070. Grantee does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

C. Grantee shall be subject to a \$5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including

wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.

D. If Grantee provides services to customers within the City, Grantee shall become subject to the City's utility tax.

E. If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Section 22. Severability

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 23. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 24. Implementation.

The Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 25. Miscellaneous Provisions

A. Publication Costs to be Borne by Grantee. Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

B. Binding Effect. This Franchise shall be binding upon the Parties hereto, their permitted successors and assigns.

C. No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

D. Waiver. The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

E. Reasonableness of Consent or Approval. Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either

party hereto, such party shall be entitled to consider public and governmental policy, professional and ethical standards, as well as business and economic considerations.

F. Entire Agreement. This Franchise and all Exhibits represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the Parties.

G. No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

H. Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise, nor the exercise thereof, shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

I. No Monetary Recourse Against the City. Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State, and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under Applicable law.

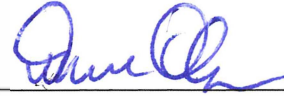
J. Preferential or Discriminatory Practices Prohibited. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State, and local laws, and in particular, FCC rules and regulations relating thereto.

K. Eminent Domain. This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 26. Effective date.

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE 10TH TH DAY OF OCTOBER, 2025



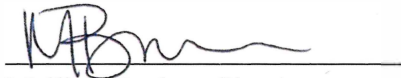
Dave Olson, Mayor

ATTEST/AUTHENTICATED:



Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:



Maili C. Barber, City Attorney


Published: 10/17/2025

EXHIBIT B

STATEMENT OF ACCEPTANCE

Ezee Fiber Texas, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Ezee Fiber Texas, LLC

By: 
Name: Garner Duncan
Title: SVP, Government Affairs

Date: 08/18/2025



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-107 - Appointment of Nick Frantsevich to Position 5 of the Planning Commission with a term ending June 30, 2027	Agenda Item #: 6.A															
	For Agenda of: 5/26/2026															
	Prepared by: Jeremy Metzler															
Attachments (list):																
<table border="0"> <tr> <td align="center" colspan="2">Approval of Materials:</td> </tr> <tr> <td>Jeremy Metzler</td> <td></td> </tr> <tr> <td>Rachel Pitzel, Assistant City Administrator</td> <td align="center">05/21/2026</td> </tr> <tr> <td>Dave Olson, Mayor</td> <td align="center">05/21/2026</td> </tr> </table>	Approval of Materials:		Jeremy Metzler		Rachel Pitzel, Assistant City Administrator	05/21/2026	Dave Olson, Mayor	05/21/2026	<table border="0"> <tr> <td>Expenditure Required:</td> </tr> <tr> <td>N/A</td> </tr> <tr> <td>Amount Budgeted:</td> </tr> <tr> <td>N/A</td> </tr> <tr> <td>Timeline:</td> </tr> <tr> <td>05/19/2026 SS</td> </tr> <tr> <td>05/26/2026 RCM</td> </tr> </table>	Expenditure Required:	N/A	Amount Budgeted:	N/A	Timeline:	05/19/2026 SS	05/26/2026 RCM
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Dave Olson, Mayor	05/21/2026															
Expenditure Required:																
N/A																
Amount Budgeted:																
N/A																
Timeline:																
05/19/2026 SS																
05/26/2026 RCM																

Summary Statement:

In accordance with Section 2.30.020 of the Edgewood Municipal Code (EMC), appointments and re-appointments to the Planning Commission (PC) shall follow the City Council Rules of Procedures, which require applications and interviews for each applicant. The Mayor shall appoint the applicants, and the Council shall confirm or deny the appointments proposed by the Mayor.

Item History:

N/A

Recommended Action:

MOTION confirming the Mayoral Appointment of Nick Frantsevich to Position 5 of the Planning Commission with a term ending June 30, 2027.

Fiscal Note/Consideration:

N/A



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-108 - AWC Delegate Nominations	Agenda Item #: 6.B													
	For Agenda of: 5/26/2026													
	Prepared by: Rachel Pitzel													
Attachments (list):														
<table border="0"> <tr> <td align="center" colspan="2">Approval of Materials:</td> </tr> <tr> <td>Rachel Pitzel</td> <td></td> </tr> <tr> <td>Rachel Pitzel, Assistant City Administrator</td> <td align="center">05/20/2026</td> </tr> <tr> <td>Dave Olson, Mayor</td> <td align="center">05/20/2026</td> </tr> </table>	Approval of Materials:		Rachel Pitzel		Rachel Pitzel, Assistant City Administrator	05/20/2026	Dave Olson, Mayor	05/20/2026	<table border="0"> <tr> <td>Expenditure Required:</td> </tr> <tr> <td>N/A</td> </tr> <tr> <td>Amount Budgeted:</td> </tr> <tr> <td>N/A</td> </tr> <tr> <td>Timeline:</td> </tr> </table>	Expenditure Required:	N/A	Amount Budgeted:	N/A	Timeline:
Approval of Materials:														
Rachel Pitzel														
Rachel Pitzel, Assistant City Administrator	05/20/2026													
Dave Olson, Mayor	05/20/2026													
Expenditure Required:														
N/A														
Amount Budgeted:														
N/A														
Timeline:														

Summary Statement:

The Association of Washington Cities (AWC) Annual Meeting will be held on Thursday, June 25, from 4:00 p.m. to 5:45 p.m. in conjunction with the AWC Annual Conference in Spokane. Cities may participate either in person or online.

During the Annual Meeting, member cities will:

- Elect the AWC Board of Directors;
- Receive updates from the AWC CEO regarding organizational activities and priorities for the coming year; and
- Conduct other official association business.

Under AWC bylaws, each city may appoint up to three voting delegates.

At the May 19, 2026, Study Session interest from the following council members was provided to serve as the City’s voting delegates for the 2026 AWC Annual Meeting:

- Councilmember Jennifer Pazaruski
- Councilmember Jason Ramirez
- Councilmember Jason Rasmus

Voting delegates are responsible for participating in board elections and helping establish quorum for the meeting. Delegates may attend either in person or virtually.

Item History:

Recommended Action:

MOTION to appoint Councilmember Jennifer Pazaruski, Councilmember Jason Ramirez, and Councilmember Jason Rasmus as the City’s voting delegates for the 2026 AWC Annual Meeting.

Fiscal Note/Consideration:



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0710 - Ordinance 26-0710 Amending EMC Chapter 2.32 Economic Development Advisory Board	Agenda Item #: 6.C
	For Agenda of: 5/26/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. Ordinance 26-0710 EDAB Code Amendment	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 05/19/2026 SS 05/26/2026 RCM
05/21/2026	
05/21/2026	

Summary Statement:

The City of Edgewood created an Economic Development Advisory Board (EDAB) by adopting Ordinance 12-0381, codified as Chapter 2.32 EMC. Unlike with other established boards and commissions, EMC 2.32.010(A) currently limits EDAB members to serving no more than two full consecutive terms, limiting opportunities for continuity of membership during long-term economic development programs and endeavors. Also, EMC 2.32.040(B) currently requires the EDAB chair to be a resident of Edgewood, which prohibits any opportunity for a well-qualified non-resident EDAB member to serve as chair and seems redundant with the intent and purpose of the majority residency requirement under EMC 2.32.010(A).

The EDAB reviewed these concerns and formally recommended that the City Council consider removing these provisions from EMC at their regular meeting on April 6, 2026. Attached for the Council's consideration is an ordinance that removes the two aforementioned provisions from EMC 2.32.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB26-0710** - Ordinance 26-0710 Amending EMC Chapter 2.32 Economic Development Advisory Board

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 26-0710

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING EDGEWOOD MUNICIPAL CODE (EMC) CHAPTER 2.32, ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Edgewood created an Economic Development Advisory Board (EDAB) by adopting Ordinance 12-0381, codified as Chapter 2.32 EMC; and

WHEREAS, unlike with other established boards and commissions, EMC 2.32.010(A) currently limits EDAB members to serving no more than two full consecutive terms, limiting opportunities for continuity of membership during long-term economic development programs and endeavors; and

WHEREAS, EMC 2.32.040(B) currently requires the EDAB chair to be a resident of Edgewood, which prohibits any opportunity for a well-qualified non-resident EDAB member to serve as chair and seems redundant with the intent and purpose of the majority residency requirement under EMC 2.32.010(A); and

WHEREAS, the EDAB recommended the City Council consider removing these provisions from the municipal code at their April 6, 2026 regular meeting; and

WHEREAS, pursuant to WAC 197-11-800(19), this action is categorically exempt from environmental (SEPA) review; and

WHEREAS, the City Council reviewed the proposed changes to EMC Chapter 2.32 at their study session held on May 19, 2026; and

WHEREAS, the Council considered this Ordinance during its regular City Council meeting on May 26, 2026;

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

Section 1. EMC Section 2.32.010(A) Amended. EMC Section 2.32.010(A), Created - Membership, is hereby amended to read as follows:

There is hereby created an economic development advisory board (board) consisting of seven members, the majority of which shall be residents of the city of Edgewood and, because of the regional nature of economic development, up to three members may be nonresidents. ~~No member shall serve more than two full consecutive terms on the board.~~ The city council shall reasonably endeavor to seek a diverse membership including without limitation members from the banking

industry, real estate investment, real estate sales, commercial marketing, business professionals, and economic development specialists.

Section 2. EMC Section 2.32.040(B) Amended. EMC Section 2.32.040(B), Created - Membership, is hereby amended to read as follows:

The mayor may appoint a chair and vice chair from the membership or choose to allow the board to elect them from its members. ~~The chair shall be a resident of the city of Edgewood.~~ The chair and vice chair terms of office shall be for one year beginning July 1st and ending June 30th. The elected vice chair shall preside in the absence of the chair. The chair and vice chair shall be voting members of the board. The mayor may create and fill other such offices as is determined necessary.

Section 3. Corrections. Upon the approval of the city attorney and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication as provided by law.


PASSED BY THE CITY COUNCIL ON THE 26TH DAY OF MAY, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera,
CMC City Clerk

APPROVED AS TO FORM:



Maili C. Barber, City Attorney

Date of Publication: 05/29/2026

Effective Date: 06/03/2026

Item History:

Recommended Action:

MOTION to adopt **AB26-0711** - Ordinance 26-0711 Creating Chapter 10.20 in the EMC to Regulate Wheeled Recreational Devices and Motorized Foot Scooters and Other Similar Devices on City Sidewalks and Boundaries

Fiscal Note/Consideration:

ORDINANCE NO. 26 - 0711

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, CREATING CHAPTER 10.20 IN THE EDGEWOOD MUNICIPAL CODE TO REGULATE WHEELED RECREATIONAL DEVICES AND MOTORIZED FOOT SCOOTERS AND OTHER SIMILAR DEVICES ON CITY SIDEWALKS AND WITHIN ALL CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Edgewood has noted an increase in the operation of electric powered and electric assisted devices such as E-Bicycles, powered scooters and similar devices within the city; and

WHEREAS, e-bikes, e-scooters, and other powered devices are becoming increasingly popular modes of transportation particularly among youth and underage operators; and

WHEREAS, the City has received an increasing number of reports of these devices being operated in a dangerous manner, including striking or nearly striking pedestrians on sidewalks and in other pedestrian-focused areas; and

WHEREAS, the City Council finds that the operation of certain wheeled recreational devices and motorized foot scooters on sidewalks and in pedestrian areas may create safety hazards for pedestrians and motorists, as well as the device operators; and

WHEREAS, the City desires to amend the Edgewood Municipal Code to establish rules regulating the use of e-bikes, e-scooters and other similar devices within the City and on property owned by the City in order to provide clear guidance and promote responsible use; and

WHEREAS, Washington State law allows local jurisdictions to regulate the operation of certain devices on sidewalks, streets, and other public rights-of-way; and

WHEREAS, this ordinance is declared to be an exercise of the police power of the City of Edgewood, and its provisions shall be liberally construed for the preservation and protection of the public peace, safety and welfare of its citizens;

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

Section 1. Creation of Edgewood Municipal Code Chapter 10.20. A new EMC Chapter 10.20 is hereby created and attached hereto as Exhibit A.

Section 2. Corrections. Upon the approval of the city attorney and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance,

including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. A summary of this Ordinance, consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication as provided by law.


PASSED BY THE CITY COUNCIL ON THE 26TH DAY OF MAY, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:



Maili C. Barber, City Attorney

Date of Publication: Friday, May 29, 2026
Effective Date: June 3, 2026

CHAPTER 10.20

WHEELED RECREATIONAL DEVICES AND MOTORIZED FOOT SCOOTERS

Sections:

10.20.010 Definitions.

10.20.020 Exemptions.

10.20.030 Operation of motorized scooters and wheeled recreational devices.

10.20.040 Helmet required.

10.20.050 Application of traffic laws.

10.20.060 Responsibility of parent or guardian.

10.20.070 Violation - Penalty.

10.20.010 Definitions.

For purposes of this chapter:

A. “Motorized foot scooter” means a device with two or three wheels that has handlebars, a floorboard that can be stood upon while riding, and is powered by an internal combustion engine or electric motor that has a maximum speed of no greater than twenty miles per hour on level ground.

For purposes of this section, a motor-driven cycle, a moped, an electric-assisted bicycle, or a motorcycle is not a motorized foot scooter.

B. “Wheeled recreational device” means any wheeled recreational object designed to propel a person including but not limited to bicycles, skates, roller blades, scooters, or skateboards whether powered by gravity, human power, or an electric motor, and which is not required to obtain and display a Washington State vehicle license.

C. “City street” means every way, lane, road, street, boulevard, or public right-of-way open to vehicular traffic within the City of Edgewood.

D. “City property” means any park, parking lot, municipal facility, trail, or other real property owned or maintained by the City.

E. “Helmet” means an approved helmet as defined in EMC 10.22.010.

F. “Trail” means any publicly owned path or walkway primarily designed for use by non-motorized users including pedestrians and bicyclists.

10.20.020 Exemptions.

The provisions of this chapter shall not apply to emergency responders performing official duties or to individuals operating mobility devices used by persons with disabilities consistent with Washington State law.

10.20.030 Operation of motorized scooters and wheeled recreational devices.

A. Operators of motorized foot scooters and wheeled recreational devices shall comply with all applicable rules of the road under RCW Chapters 46.61 and 46.20 and other applicable laws.

B. Motorized foot scooters shall not be operated on sidewalks within the City of Edgewood.

C. No motorized wheeled recreational device capable of exceeding twenty (20) miles per hour shall be operated on a sidewalk within the City.

- D.** When operated during hours of darkness, motorized scooters and bicycles shall be equipped with a front white light and red reflector on the rear. A lamp emitting a red light to the rear or a light emitting diode flashing taillight may be used in addition to the red reflector. All lights and reflectors must meet the visibility requirements outlined in RCW 46.61.780.
- E.** No passenger shall ride on a motorized foot scooter or wheeled recreational device unless the device is specifically designed to carry additional passengers.
- F.** Motorized foot scooters or wheeled recreational devices shall not tow another device or person except where a properly designed trailer is utilized in a safe manner.
- G.** Operators shall not operate such devices in a negligent manner or in violation of any public disturbance or noise ordinance.
- H.** Motorized foot scooters shall be equipped with a mechanism that disengages the motor when the throttle is released.
- I.** Every motorized foot scooter shall be equipped with a functioning brake capable of stopping the device safely.

10.20.040 Helmet required.

Any person operating a motorized foot scooter or wheeled recreational device on a city street or on any City property shall wear a properly fastened helmet while the device is in motion.

10.20.050 Application of traffic laws.

Operators of motorized foot scooters and wheeled recreational devices shall obey all applicable traffic laws of the State of Washington and the Edgewood Municipal Code when operating on public streets, sidewalks, or public property. This chapter does not create or expand liability for driving under the influence or any other criminal traffic offense under state law.

10.20.060 Responsibility of parent or guardian.

- A.** No parent, guardian, or person having custody of a minor shall permit that minor to operate a motorized foot scooter or wheeled recreational device in violation of this chapter.
- B.** A violation of this section by a parent or guardian shall constitute a civil infraction.
- C.** A law enforcement officer may impound a motorized foot scooter or wheeled recreational device used in violation of this chapter in accordance with City procedures.
- D.** Only the parent or legal guardian of a violator or an adult owner can reclaim a motorized foot scooter or wheeled recreational device impounded pursuant to this section.
- E.** When a motorized foot scooter or wheeled recreational device is impounded, a \$50.00 fee for administrative costs of impoundment and processing shall be assessed in addition to any monetary penalty assessed. The administrative fee must be paid to the city prior to the release of the impounded device.
- F.** Any motorized foot scooter or wheeled recreational device that remains unclaimed for a period exceeding sixty (60) days may be disposed of in accordance with state law.

10.20.070 Violation - Penalty.

A violation of any provision of this chapter shall be designated as a class 1 civil infraction and punishable by the imposition of a monetary penalty in the amount of \$250.00 plus costs and assessments.

1. *Roman Candles: Heavy paper or cardboard tube containing pyrotechnic composition.*
2. *Mine/Shells/Cakes:*
 - Mine - An aerial device that shoots stars into the sky in an upward spray pattern;*
 - Shell - A shell is an aerial item that is fired into the sky;*
 - Cake - Dense-packed collection of mine/shell tubes that are fused together.*
3. *Reloadable Mortars: A shell consisting of a container, a lift charge, a time fuse, a burst charge, and stars/effects.*

In accordance with RCW 70.77.250, the ordinance becomes effective one year after adoption.

Item History:

~~05/05/2026 SS Discussion~~

~~05/19/2026 SS Discussion~~

05/26/2026 RCM Potential Action

Recommended Action:

Hold a discussion and provide staff guidance regarding **AB26-0712** - Ordinance 26-0712 Reenacting Chapter 8.10 of the EMC Fireworks (*DM Creley, Sponsor / CM Ramirez, Co-Sponsor*)

Fiscal Note/Consideration:

ORDINANCE NO. 26-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, REENACTING CHAPTER 8.10 OF THE EDGEWOOD MUNICIPAL CODE (EMC), FIREWORKS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council previously repealed Chapter 8.10 of the Edgewood Municipal Code pursuant to Ordinance No. 26-0701, resulting in fireworks regulation within the City being governed by Chapter 70.77 RCW; and

WHEREAS, the City Council recognizes that Independence Day is a day for celebration and that many residents derive enjoyment from attending professional fireworks displays and/or setting off their own outdoor fireworks for the entertainment of friends and family; and

WHEREAS, the City Council now desires to reestablish local regulations governing fireworks within the City; and

WHEREAS, the City Council desires to place additional restrictions on the types of fireworks that can be used, discharged, possessed, or sold within the City; and

WHEREAS, the City Council desires to incorporate provisions authorizing temporary restrictions on the discharge of fireworks during periods of elevated fire risk; and

WHEREAS, in accordance with RCW 70.77.250, this ordinance will become effective one year from the date of its adoption; and

WHEREAS, the Edgewood City Council considered this draft Ordinance in its study session on May 19, 2026; and

WHEREAS, on May 26, 2026, the Edgewood City Council took final action on this Ordinance during its regular meeting;

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

Section 1. EMC Chapter 8.10 Reenacted. Chapter 8.10, Fireworks, of the Edgewood Municipal Code (EMC) is hereby reenacted with a new Chapter 8.10 EMC, Fireworks, to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Corrections. Upon the approval of the city attorney and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance,

including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. In accordance with RCW 70.77.250(4), more restrictive provisions of this ordinance shall be in full force and effect beginning one (1) year following the date of its adoption.

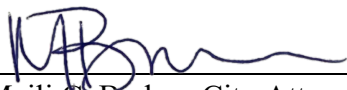
PASSED BY THE CITY COUNCIL ON THE 26TH DAY OF MAY, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:



Maili C. Barber, City Attorney

Date of Publication: May 29, 2026
Effective Date: One year of its adoption

EXHIBIT A –

**Chapter 8.10
FIREWORKS**

Sections:

- 8.10.010 Definitions – Delegation of authority.**
- 8.10.020 Retail fireworks sales.**
- 8.10.030 Dangerous fireworks prohibited.**
- 8.10.040 Consumer fireworks discharge.**
- 8.10.045 Temporary orders prohibiting discharge of fireworks.**
- 8.10.050 Public display.**
- 8.10.060 Penalties.**

8.10.010 Definitions – Delegation of authority.

Definitions of terms used in this chapter shall be as set forth in Chapter 70.77 RCW and Chapter 212-17 WAC except as expressly provided herein.

- A.** Delegation of Authority. Pursuant to RCW 70.77.270, the city council hereby designates the East Pierce Fire and Rescue Fire Chief, or his or her designee as the person with authority to issue, condition, deny and/or revoke permits pursuant to this chapter, and to enforce the provisions hereof.
- B.** Local Fire Official Defined. The terms “local fire official” or “fire chief” as used in this chapter shall mean the Chief of East Pierce Fire and Rescue or his or her designee.

8.10.020 Retail fireworks sales.

- A.** Retail Fireworks Sales. Retail sales of fireworks within the city shall comply with the provisions of this section and all applicable requirements of Chapter 70.77 RCW and Chapter 212-17 WAC, which are hereby adopted by this reference and incorporated herein as if set forth in full, as the same now exists or as may be subsequently amended. The provisions set forth in this section are expressly intended to supplement, rather than supersede, the applicable provision of Chapter 70.77 RCW and Chapter 212-17 WAC.
- B.** State License and City Permit Required.
 - 1.** Pursuant to Chapter 70.77 RCW and this Chapter, a permit issued by the City of Edgewood shall be required for any retail sale of fireworks within the city.
 - 2.** No permit authorizing the retail sale of fireworks shall be issued until:
 - a.** A license issued by the Washington State Patrol pursuant to Chapter 70.77 RCW is filed with the city of Edgewood; and

- b. A certificate of insurance or bond, as required by this Chapter and Chapter 70.77 RCW, has been filed with the City of Edgewood.
- C. **Inspection Required.** Prior to the issuance of a permit under this section, the Fire Chief shall perform an inspection of any temporary stand or other structure intended for retail activity to determine whether such structure complies with all applicable requirements set forth in the RCW, the WAC and local regulations. No permit shall be issued unless and until such compliance is verified.
- D. **Permit Fee.** The annual permit fee shall be outlined in the city fee schedule.
- E. **Permit Application.** An application for a permit authorizing the retail sale of fireworks shall be made in writing to the City of Edgewood on a form provided by the city no later than May 20th of the year for which the permit is sought.
- F. **Permit Decision – Conditions.** Within the timeframes established by RCW 70.77.270, the Fire Chief shall issue a written report of findings and a decision granting or denying a permit application under this section. To the extent consistent with applicable state law and local regulations, the Fire Chief may place reasonable conditions on any permit issued in order to protect the public health, safety or welfare. Any decision denying a permit application shall include a written statement of reasons supporting such denial. The duration of any permit issued under this section shall be as established by RCW 70.77.345.
- G. **Certificate of Insurance.**
 - 1. As a condition of the issuance of any permit required by this Chapter, and at all times during the retail sale of fireworks pursuant to a permit issued under this section, every retailer shall obtain at its sole expense and maintain in effect a bond or insurance in the amounts required by RCW 70.77.270, 70.77.285 and 70.77.295 and as directed by the City of Edgewood. The City of Edgewood shall approve the bond or insurance only if it meets the requirements of this section.
 - 2. Any such certificate of insurance or bond shall provide that:
 - a. The insurer will not cancel the insured’s coverage without 15 days’ prior written notice to the City of Edgewood and Chief of the Washington State Patrol through the Director of Fire Protection.
 - b. The City of Edgewood, its employees, officers, agents, volunteers, and officials are included as additional insureds.
- H. **Retail Fireworks Stands.** Prior to opening for business, a stand or other structure from which retail sales of fireworks will occur must be inspected and approved by the Fire Chief or his or her designee. Inspections shall not be conducted until the retailer has submitted to the Fire Chief the following:
 - 1. A temporary use permit issued by the City of Edgewood in accordance with EMC 18.50.070;

2. A City of Edgewood business license;
 3. A copy of the state license pursuant to Chapter 70.77 RCW;
 4. Proof of insurance as required by this section.
- I. Responsibility.** All retailers of fireworks shall be solely responsible for operating in a manner that is safe and responsible and in full compliance with all federal, state, and local laws and regulations. The issuance of any permit required by this section shall in no way relieve any person from the duty of complying with all federal, state, and local laws and regulations or conducting activities in a safe and reasonable manner.
- J. Retail Sales Period.** No fireworks shall be sold or offered for sale at retail within the city except as follows each year:
1. From 12:00 noon to 11:00 p.m. on the twenty-eighth of June;
 2. From 9:00 a.m. to 11:00 p.m. on each day from the twenty-ninth of June through the fifth of July;
 3. From 12:00 noon to 11:00 p.m. on each day from the twenty-seventh of December through the thirty-first of December;
 4. Or as provided in RCW 70.77.311.
- K. Location of Retail Sales.** It is unlawful for any person to offer retail fireworks for sale on the property of another without permission of the owner of such property. It is unlawful for any person to offer retail fireworks for sale on city property that is owned by the city without the express written permission of the City Council.
- L. Number of Stands.** The maximum number of permits that may be issued pursuant to the chapter shall not exceed one license for each 2,500 residents of the city, according to the last official census or the last estimate of the state's census board. No person, firm, corporation or charitable organization shall receive more than one permit for the sale of fireworks from the city during the same calendar year.
- M. Single Outlet Permitted – Nontransferability.** A permit granted pursuant to this chapter shall entitle the permit holder to maintain only one retail outlet. All permits issued pursuant to this chapter shall be used only by the permit holder and shall be nontransferable. Any transfer or purported transfer of such a permit shall be deemed a violation of this chapter.
- N. Restrictions on Sales of Fireworks Types.** Only the following types of fireworks may be sold:
1. Sparkler: stick or wire coated with pyrotechnic composition that produces a shower of sparks upon ignition.
 2. Cylindrical fountain: cylindrical tubes containing pyrotechnic composition. Upon ignition, a shower of colored sparks and sometimes a whistling effect is produced.

This device may be provided with a spike for insertion into the ground (spike fountain), a wood or plastic base for placing on the ground (base fountain), or a wood or cardboard handle if intended to be hand-held (handle fountain).

3. Cone fountain: cardboard or heavy paper cone containing pyrotechnic composition. The effect is the same as that of a cylindrical fountain.
 4. Illuminating torch: cylindrical tube containing pyrotechnic composition. Upon ignition, colored fire is produced. May be spike, base or hand-held.
 5. Wheel: pyrotechnic device attached to a post or tree by means of a nail or string. Each wheel may contain up to six driver units containing pyrotechnic composition. Upon ignition, the wheel revolves, producing a shower of color and sparks and sometimes a whistling effect.
 6. Ground spinner: small device similar to a wheel in design and effect, placed on the ground and ignited. A shower of sparks and color is produced by the rapidly spinning device.
 7. Flitter sparkler: narrow paper tube containing pyrotechnic composition which produces color and sparks upon ignition. This device does not have a fuse for ignition. The paper at one end of the tube is ignited to make the device function.
 8. Smoke device: tube or sphere containing pyrotechnic composition which, upon ignition, produces white or colored smoke as the primary effect.
- O.** Violations. Without prejudice to any other penalties and remedies, violation of any provision of Chapter 70.77 RCW, this chapter, or a permit issued hereunder, or any failure or refusal on the part of a retailer to obey any rule, regulation or request of the fire chief, shall be grounds for the revocation of a fireworks permit. Such revocation shall be grounds for denial of any permit application submitted by the permittee during or otherwise pertaining to the calendar year immediately following the year in which such revocation occurs.
- P.** Appeal of Permit Denial or Revocation. A retailer whose application for a permit under this section has been denied, or whose permit has been conditioned or revoked, may appeal in writing to the fire chief. The appeal shall be based solely upon written statements, information and/or evidence provided by the retailer and information obtained or held by the fire chief and no hearing shall be required. The determination of the fire chief of the appeal shall be issued in writing within 10 days of receiving the appeal and shall be final.

8.10.030 Dangerous fireworks prohibited.

It is unlawful for any person to possess, use, or explode any fireworks other than consumer fireworks, as defined in RCW 70.77.136, as now exists or as hereafter may be amended, within the City of Edgewood.

In addition, the following fireworks are also specifically prohibited within the City of Edgewood:

1. Roman Candles: Heavy paper or cardboard tube containing pyrotechnic composition.
2. Mine/Shells/Cakes:
 - Mine - An aerial device that shoots stars into the sky in an upward spray pattern;
 - Shell - A shell is an aerial item that is fired into the sky;
 - Cake - Dense-packed collection of mine/shell tubes that are fused together.
3. Reloadable Mortars (reloadable tube): A shell consisting of a container, a lift charge, a time fuse, a burst charge, and stars/effects.

8.10.040 Consumer fireworks discharge.

- A. Restrictions on Times for Discharge. The discharge of consumer fireworks is prohibited at any time except between the hours of 9:00 a.m. and 12 a.m. on the Fourth of July and between the hours of 6:00 p.m. on December 31st and 1:00 a.m. on January 1st of the subsequent year. Provided, that this prohibition shall not apply to duly authorized public displays where the same are authorized pursuant to the laws of the state; and provided further, that this prohibition shall not apply to persons or organizations specified in EMC 8.10.070.
- B. Restrictions on Possession, Use, Discharge and Detonation of Fireworks Types. Only the types of fireworks listed in EMC 8.10.020(N) may be possessed, used, discharged or detonated within the City of Edgewood in accordance with the restrictions established in the chapter, except that for purposes of this section, “fireworks” do not include:
 1. Flares for emergency operation.
 2. Signal device to begin an athletic event or sport.
 3. Use by military organizations.
 4. Black cartridges for show or theater.

8.10.045 Temporary orders prohibiting discharge of fireworks.

- A. The Pierce County Fire Marshal, in consultation with the Edgewood Mayor, is authorized to issue a temporary order prohibiting the discharge of consumer fireworks in the City of Edgewood when the conditions of subsection B of this section have been reached or exceeded. A violation of the temporary fireworks order is a violation under EMC 8.10.080.
- B. The Pierce County Fire Marshal shall promptly notify the Edgewood City Council any time the Fuel Moisture Content of the 10-hour fuels is below 8 as determined by the Pierce County Fire Marshall from six different geographic locations in the County.

8.10.050 Public display.

Public display of fireworks shall be in accordance with Chapter 70.77 RCW and Chapter 212-17 WAC.

A permit will be required for all public displays of fireworks. Any person desiring to put on a public display of fireworks shall apply in writing to the mayor for a permit at least 30 days in advance of the proposed display. The applicant shall submit information and evidence concerning the following:

- A. The name of the organization sponsoring the display, if other than the applicant;
- B. The date the display is to be held;
- C. The exact location for the display;
- D. The name and license number of the pyrotechnic operator who is to supervise discharge of the fireworks, and the name of at least one experienced assistant;
- E. The number of set pieces, shells (specify single or multiple break), and other items;
- F. The manner and place of storage of such fireworks prior to the display;
- G. A diagram of the ground on which the display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained, and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction;
- H. Applicant shall procure and maintain public liability insurance with limits of not less than \$1,000,000 for bodily injury to any one person in one accident or occurrence; \$2,000,000 for bodily injury to two or more persons in any one accident or occurrence; and \$500,000 property damage; or, at the option of the applicant, a combined single limit of \$2,000,000 per occurrence. The insurance policy shall name the city as an additional assured and shall contain a provision that it will not be cancelled or reduced without 30 days' advance written notice to the city. The applicant shall also procure a State Fire Marshal's general license for the public display of fireworks;
- I. The fee for each permit for public display of fireworks shall be as specified in the fee schedule, adopted by city of Edgewood Resolution 02-125, as now exists or as hereafter may be amended.

8.10.060 Penalties.

- A. Any person violating any of the provisions of this chapter shall be guilty of a civil infraction and shall be assessed a civil penalty of \$250.00 for each and every day of violation. Any violation of this chapter which also constitutes a violation of state law shall also be punishable in accordance with any and all applicable state law penalties, including without limitation the provisions of Chapter 70.77 RCW.
- B. A person is guilty of a separate offense for each separate and distinct violation of any provisions of this chapter.
- C. Any fireworks which are illegally sold, offered for sale, used, discharged, possessed or transported in violation of the provisions of this chapter or of Chapter 70.77 RCW shall

be subject to seizure by any police officer or by the city's fire marshal or his designee to the extent permitted by law.

RESOLUTION NO. 26-0795

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING FUNDING FOR A ONE-TIME FIREWORKS CELEBRATION IN RECOGNITION OF AMERICA'S 250TH ANNIVERSARY

WHEREAS, the year 2026 marks the 250th anniversary of the founding of the United States of America; and

WHEREAS, the City desires to commemorate this historic milestone through a one-time community fireworks celebration event; and

WHEREAS, the estimated cost of the fireworks celebration event is \$14,120; and

WHEREAS, the expenditure for this event was not specifically included as a line item in the adopted 2026 budget; and

WHEREAS, the City anticipates bringing forward the necessary budget amendment at the end of the fiscal year to formally account for the expenditure; and

WHEREAS, the Mayor wishes to seek City Council support and authorization prior to moving forward with the event and associated costs;

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

Section 1. Authorize Funds. The City Council authorizes funding in an amount not to exceed \$14,120 for the purpose of conducting a one-time fireworks celebration event in recognition of America's 250th anniversary.

Section 2. Administration. The City's Finance Department is authorized to process the associated costs consistent with applicable laws, policies, and procedures, with a formal budget amendment to be brought forward at a later date as necessary.

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

ADOPTED THIS 26TH DAY OF MAY, 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk