



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tues., July 24, 2018 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance, Roll Call, Additions/Deletions

2. PRESENTATION

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

3. PUBLIC HEARING



AB18-031 - 2019-2024 Transportation Improvement Plan (TIP)

4. AUDIENCE COMMENT

5. MAYOR'S REPORT

- 6.  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 July 10, 2018,
- B.** Study Session Meeting Minutes of July 17, 2018.
- C.** **AB18-032**, a motion approving July 2018 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Labor and Industry; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of \$69,269.50; and Vendor Check Numbers 23370 through 233400 with EFT Payments in the amount of \$174,803.12. Total distributions submitted for review & authorization in the amount of \$244,072.62.
- D.**  **AB18-0414**, a motion adopting Resolution No. 18-0414, authorizing the Mayor to execute a Professional Services Agreement for on-call services with AHBL
- E.**  **AB18-0415**, a motion adopting Resolution No. 18-0415, authorizing the Mayor to execute a Professional Services Agreement for Transportation Planning and Engineering on-call services with DKS Associates
- F.**  **AB18-0416**, a motion adopting Resolution No. 18-0416, authorizing the Mayor to execute a Professional Services Agreement for Transportation Planning and Engineering on-call services with DN Traffic Consultants, Inc.
- G.**  **AB18-0417**, a motion adopting Resolution No. 18-0417, authorizing the Mayor to execute a Professional Services Agreement for Engineering on-call services with Gray & Osborne, Inc.
- H.**  **AB18-0418**, a motion adopting Resolution No. 18-0418, authorizing the Mayor to execute a Professional Services Agreement for Engineering on-call services with Kleinfelder, Inc.

(Agenda continues to page 2)

- I.  **AB18-0419**, a motion adopting Resolution No. 18-0419, authorizing the Mayor to execute a Professional Services Agreement for Engineering on-call services with Landau Associates
- J.  **AB18-0420**, a motion adopting Resolution No. 18-0420, authorizing the Mayor to execute a Professional Services Agreement for on-call services with Raedeke Associates, Inc.
- K.  **AB18-0421**, a motion adopting Resolution No. 18-0421, authorizing the Mayor to execute a Professional Services Agreement for on-call services with SAFEBuilt, Washington, LLC
- L.  **AB18-0422**, a motion adopting Resolution No. 18-0422, authorizing the Mayor to execute a Professional Services Agreement for on-call services with SCJ Alliance
- M.  **AB18-0423**, a motion adopting Resolution No. 18-0423, authorizing the Mayor to execute a Professional Services Agreement for Transportation Planning and Engineering on-call services with Transpo Group

7. COUNCIL BUSINESS

- A.  **AB18-033**, a motion to approve the Mayor to cause 2nd Quarter Financial Statements to be posted to the City website and made available to the public

8. COUNCIL COMMENTS

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

10. ADJOURN



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: 2019-2024 Transportation Improvement Program (TIP) Update PUBLIC HEARING	Agenda Item #:	3	
	For Agenda of:	July 24, 2018	
	Prepared by:	Jeremy Metzler	
ATTACHMENTS (list): ☒ DRAFT Ordinance No. 18-0525 ☒ DRAFT 2019-2024 TIP (Budget Spreadsheet)			
Approval of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☒	Appropriation Required:	N/A
City Clerk, Rachel Pitzel	☐	Timeline: Public Hearing – July 24, 2018 Ordinance Adoption – August 14, 2018	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☒		
Fiscal Note/Consideration: As the Transportation Improvement Program (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. 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.			
SUMMARY STATEMENT: The City is required to put together a Transportation Improvement Program (TIP), in accordance with RCW 35.77.010 and the Transportation Element of the City's adopted Comprehensive Plan. The TIP outlines the projects, their estimated costs, anticipated timelines for work, and the expected funding sources. 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>i.e. TIB, WSDOT funding, other grants, loans, etc.</i>). The attached DRAFT plan represents Staff's initial recommendation as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. Staff relies on the City Council to help guide this planning in order to help it align with the Council's desires and the management of the City's financial resources.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Staff recommends that the City Council Move to adopt Ordinance No. 18-0525, an Ordinance that adopts the City's Transportation Improvement Program (TIP) for the years 2019-2024 as required of City's planning under the States' Growth Management Act, at the next Regular Council Meeting.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

ORDINANCE NO. 18-0525

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO STREETS AND TRANSPORTATION, ADOPTING THE 2019-2024 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN.

WHEREAS, per RCW 35.77.010, the City is required to annually update its Six-Year Transportation Improvement Plan (TIP) before July 1st of each year and file the updated Transportation Improvement Plan with the Washington State Department of Transportation within thirty (30) days of adoption; and

WHEREAS, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city shall perpetually have advanced plans available, looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

WHEREAS, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Plan as required by RCW 35.77.010; and

WHEREAS, the transportation element of the City's Comprehensive Plan must also include and be consistent with the Six-Year Transportation Improvement Plan required by RCW 35.77.010; and

WHEREAS, the City's SEPA Responsible Official issued a _____ on _____, which was not appealed; and

WHEREAS, per RCW 35.77.010, a public hearing was held on July 24th, 2018 on the proposed updates to the Transportation Improvement Plan;

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

Section 1. The City Council does hereby adopt the 2019-2024 Six-Year Transportation Improvement Plan (TIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

Section 2. Effective Date. This Ordinance will take effect five days after publication as required by law.

ADOPTED THIS 14TH DAY OF AUGUST, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Exhibit A
2018-2023 Transportation Improvement Plan (TIP)

Transportation Improvement Program (TIP)
Years 2019-2024

TIP Project No.	Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
		Prior Years (Actual)	2018 Estimate	2019	2020	2021	2022	2023	2024	Future Years		
1	Meridian Ave E / 32nd St E Intersection improvements	\$ -	\$ -	\$ 60,000	\$ 340,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 650,000	Coordinate inersection design with WSDOT (signal?), make pedestrian ADA upgrades. (50% TIF Eligible)
2	Meridian Ave E (SR-161) Preliminary Design	\$ -	\$ -	\$ 120,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,000	Complete corridor study and preliminary design of cross section and supporting intersection treatments. (100% TIF Eligible)
3	Emergency Road Repair <i>(Weather Related)</i>	N/A	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	N/A	\$ 150,000	Road failures associaed with severe weather events, wear and tear from freeze/thaw events and other causes.
4	Edgewood Drive Safety Improvements	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 1,200,000	\$ 250,000	\$ -	\$ -	\$ 1,550,000	Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (20% TIF Eligible)
5	Chrisella Road East Safety Improvements	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 1,700,000	\$ 750,000	\$ -	\$ 2,550,000	Improve pavement markings, signage, lighting, sight distance; improve intersection with 36th Street East and possible traffic calming measures. (20% TIF Eligible)
6	Citywide Road Preservation Program	N/A	\$ 250,000	\$ 260,000	\$ 270,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	N/A	\$ 1,960,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and digout repairs are included.
7	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	Develop approximately 1.05 miles as a trail from 114th Avenue East to the City of Pacific.
8	Citywide Pedestrian Mobility and Safety Improvements <i>(Highest Priority)</i>	N/A	\$ 20,000	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	N/A	\$ 720,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study (20% TIF Eligible)
9	Meridian Interconnect Signalization Project	\$ -	\$ -	\$ 50,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000	Meridian interconnect signalization project. (100% TIF Eligible)
10	Citywide Traffic Safety Program	N/A	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	N/A	\$ 140,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruciton of ADA deficiencies.
11	Citywide Road Maintenance Program (Traffic)	N/A	\$ 55,000	\$ 70,000	\$ 72,100	\$ 74,263	\$ 76,491	\$ 78,786	\$ 81,149	N/A	\$ 507,789	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
Annual Totals		\$ -	\$ 345,000	\$ 755,000	\$ 1,737,100	\$ 849,263	\$ 1,711,491	\$ 2,548,786	\$ 1,286,149	\$ -	\$ 9,232,789	
				Proposed 6-Year Program Total:				\$ 8,887,789				
TIB Funding:			\$ -	\$ 100,000	\$ 100,000	\$ 20,000	\$ 920,000	\$ 207,500	\$ 20,000		\$ 1,367,500	2019/2020: Sidewalk connections (24th/Meridian) Applications for 2023/2024 due in 2020 2019/2020: SRTS (119th), Ped (Meridian)
STP/CMAQ Funding (PSRC/PCRC):			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,385,000	\$ 600,000		\$ 1,985,000	
WSDOT Funding:			\$ -	\$ 112,200	\$ 417,600	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 829,800	
Public Works Trust Fund Loan:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total Unidentified Grant Funds:			\$ -	\$ -	\$ 80,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000		\$ 730,000	
Total Anticipated Grant Funding:			\$ -	\$ 212,200	\$ 597,600	\$ 295,000	\$ 1,145,000	\$ 1,817,500	\$ 845,000		\$ 4,912,300	
Total City Funds Needed:			\$ 345,000	\$ 542,800	\$ 1,139,500	\$ 554,263	\$ 566,491	\$ 731,286	\$ 441,149		\$ 4,320,489	
Traffic Impact Fees			\$ 4,000	\$ 134,000	\$ 692,000	\$ 165,000	\$ 260,000	\$ 410,000	\$ 170,000		\$ 1,835,000	
REET Funds			\$ 320,000	\$ 350,000	\$ 350,000	\$ 300,000	\$ 275,000	\$ 250,000	\$ 250,000		\$ 2,095,000	
Surface Water Fund			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
General Fund			\$ 21,000	\$ 58,800	\$ 97,500	\$ 89,263	\$ 31,491	\$ 71,286	\$ 21,149		\$ 390,489	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 7/6/2018



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING SUMMARY**

Tues., July 10, 2018 – 7:00 p.m. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

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

ROLL CALL

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Public Works Director Jeremy Metzler, Kristin Moerler Senior Planner, Police Chief Micah Lundborg, Carol Morris, City Attorney.

Present: Mayor Daryl Eidinger, Councilmember John C. West, Councilmember Mark Creley, Councilmember Luke Meyers, Councilmember Stephanie Hunter, Councilmember Nate Lowry.

Excused: Deputy Mayor Tyron Christopherson, Councilmember Roseanne Tomyn.

Additions/Deletions to the Agenda

There were no additions or deletions to the agenda.

2. PRESENTATION

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

Chief Lundborg introduced Sylvia Riley and Alma Quindin from Pierce County to discuss the Co-Responder program that is with Multi-Care which provides crisis services for all Pierce County.

3. AUDIENCE COMMENT

There were no audience comments.

4. MAYOR'S REPORT

Mayor Eidinger spoke about the following:

- Staff has been very busy with new projects being inputted every day. It is amazing the amount of time necessary to keep everything running smoothly. Staff does a great job balancing the multiple tasks they all have to juggle.
- Dave Gray and he attended the AWC annual conference in Yakima. There was non-stop training and some great learning opportunities from other small cities and larger cities alike. Mayor is looking into the possibility of getting a couple of the presenters to partner with our tri-city councils to see if we can build from the successes of others.
- He noted there is a tremendous amount of groundwork being done in the city due to the short season that we have for roadwork. Please advise your neighbors to expect delays, particularly on Chrisella this Friday and possibly Monday; and along 24th Street in front of Northwood Elementary. We have begun our ROW mowing for this season and chip sealing is not far behind. We will keep everyone posted via our electronic messaging.

- Mayor Eidinger also noted that East Pierce Fire moved in to the downstairs area at City Hall this week.

Community Development Director Groth briefed on the following:

- Mr. Groth provided feedback on the Planning Commission last night:
 - o Public Hearing comments were made on the wireless facilities
 - o Code Amendments on Development Regulations
 - o Community Septic Systems
 - o Economic Development topics
 - o SWMP Update

Public Works Director Metzler briefed on the following:

- Boring work done on Edgewood Drive on Friday- southbound lanes
- Chrisella on Wednesday- message boards will go out.

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 June 26, 2018
- B. Study Session Meeting Minutes of July 3, 2018
- C. **AB18-028**, a motion approving July 2018 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of \$93,386.19; and Vendor Check Numbers 23350 through 23369 with EFT Payments in the amount of \$70,125.05. Total distributions submitted for review & authorization in the amount of \$163,511.24.
- D. **AB18-0412**, adopting Resolution No. 18-0412, authorizing the Mayor to execute a Real Property Lease Agreement with Greg Pile for mutual benefit of Pasture Use and Vegetation Maintenance

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Stephanie Hunter, **Seconded by** Councilmember Luke Meyers. **Motion passed unanimously (5-0).**

6. COUNCIL BUSINESS

- A. **AB18-029**, a motion confirming the Mayoral appointment of Joann Overfield Position No. 2, and Blake Morrison, Position No. 7, to the City of Edgewood Planning Commission.

Community Development Director Groth briefed on the agenda item.

Motion: As read with deferring selection of chair/co-chair to the Planning Commission, **Action:** Approve, **Moved by** Councilmember John C. West, **Seconded by** Councilmember Stephanie Hunter. **Motion passed unanimously (5-0).**

B. AB18-030, a motion to approve the Mayor to cause the 2017 Year End Financial Report to be posted to the City website and made available to the public as an unaudited representation of the city's overall financial position.

Assistant City Administrator Gray briefed on this agenda item.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Nate Lowry, **Seconded by** Councilmember Stephanie Hunter. **Motion passed unanimously (5-0).**

C. AB18-0524, a motion to adopt Ordinance No. 18-0524, amending Ordinance No. 17-0516, the Budget for the 2018 Fiscal Year, providing updates to the approved General Fund Budget, to address increases in costs relating to the Public Works Surface Water Management Plan, the 2018 Salary Schedule and a new City Hall Facilities Improvement Project, providing for severability and establishing an effective date.

Assistant City Administrator Gray briefed on the agenda item.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember John C. West, **Seconded by** Councilmember Stephanie Hunter. **Motion passed unanimously (5-0).**

D. AB17-0513, a motion to adopt Ordinance No. 17-0513, relating to compliance with the Growth Management Act (GMA), Chapter 36.70A RCW, incorporating the City's mandatory update of its Critical Areas regulations, as required by RCW 36.70A.130(7)(B); repealing Title 14 - Critical Areas of the Edgewood Municipal Code (EMC) and replacing it with a new Title 14; repealing EMC Chapter 15.10.

Community Development Director Groth briefed on the agenda item.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Stephanie Hunter, **Seconded by** Councilmember Luke Meyers. **Motion passed unanimously (5-0).**

E. AB18-0413, a motion to adopt Resolution No. 18-0413, approving the Domus Townhomes PRD Final Plat, located at 10413 11th Street East, Edgewood, WA.

Senior Planner Moerler briefed on the agenda item.

Councilmember Meyers noted his concern about left hand turns being allowed across Meridian and the hazards it poses.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Nate Lowry, **Seconded by** Councilmember Stephanie Hunter. **Motion passed (4-1).**

7. COUNCIL COMMENTS

Councilmember Meyers noted he has taken a job opportunity in Hawaii and will be relocating at the end of August and will be stepping down the first week of August, with August 7th being his last meeting. He thanked everyone for the opportunity to serve.

8. EXECUTIVE SESSION

There was no executive session.

9. ADJOURN

Mayor Eidinger adjourned the meeting at 8:01pm.

Rachel Pitzel, City Clerk

Daryl Eidinger, Mayor



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION SUMMARY**

Tues., July 17, 2018 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

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

ROLL CALL

Present: Mayor Daryl Eiding, Councilmember John C. West, Councilmember Mark Creley, Deputy Mayor Tyron Christopherson, Councilmember Roseanne Tomin.

Excused: Councilmember Luke Meyers, Councilmember Stephanie Hunter, Councilmember Nate Lowry.

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Jeremy Metzler Public Works Director, Police Chief Micah Lundborg.

2. COUNCIL BUSINESS

A. Discussion – Filling City Council Vacancies

City Clerk Pitzel discussed with Council the procedures for filling a city council vacancy as defined in their Council Rules of Procedures. She noted she was looking for direction on the suggested timeframe that was noted in their packets and if that is the direction they would like to go. Consensus from Council was to move ahead with the suggested timeframe to meet the need for filling the vacant seat of position 2 as of August 7, 2018.

B. Discussion – Economic Development

Community Development Director Groth briefed Council on this agenda item and noted that on June 226, 2018 the city entered in an agreement with Buxton Company to serve as an extension of city staff in identifying potential economic develop for Edgewood. In concert with the Buxton information, discussion is being asked to take place with council on whether they will allow, help, or foster development- or if they will task that to the EDAB. If consensus is to use EDAB, staff will need direction on the frequency of meetings, and other expectations to be established.

Discussion followed between staff and the Council.

Council action: Council recommended staff to move forward with information and requirements on what it takes to be appointed to the EDAB and to schedule interviews for July 31, 2018.

C. Review/Discussion – SWMP Update

Public Works Director Metzler briefed Council on this agenda item. He noted the draft comprehensive SWMP update has been reviewed with the MTVE water company, citizens at a public information meeting and the Planning Commission within the last few weeks.

Discussion followed between staff and the Council.

D. Review/Discussion – TIP Update

Public Works Director Metzler briefed Council on this agenda item.

Discussion followed between staff and the Council on prioritizing the items, moving older projects up on the list.

E. Discussion – Budget Retreat Dates

Assistant City Administrator Dave Gray briefed Council on this agenda item.

Discussion followed between staff and the Council.

Council action: Council recommended staff to set a date for the Budget Retreat on September 16th at 9am.

F. Review/Discussion – On-Call Consultant Contracts

Assistant City Administrator Dave Gray briefed Council on this agenda item.

Council action: Council recommended staff to place the on-call contracts on the next regular meeting agenda under the consent agenda.

G. Review/Discussion – 2nd Quarter Financial Statements

Assistant City Administrator Dave Gray briefed Council on this agenda item.

H. Review/Discussion – Berger Group 36th & Meridian Park Project Estimate

Mayor Eidinger asked Brian Levenhagen to give an update to Council on the PRAB.

Public Works Director Metzler and Asst. City Administrator Gray gave an update on estimated numbers from Gray & Osborne on connecting to the sewer/water and sidewalk installations. They discussed the maintenance and the estimated amount to maintain the park.

Discussion followed between staff and the Council.

3. OTHER COUNCIL ISSUES

None.

4. ADJOURN

Mayor Eidinger adjourned the meeting at 8:17pm.

Rachel Pitzel, City Clerk

Daryl Eidinger, Mayor



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: Claims and Payroll for July 2018		Agenda Item #:	AB18-032
		For Agenda of:	July 24, 2018
		Prepared by:	Stephanie Goff
ATTACHMENTS (list): ☒ Claims Register ☒ Voucher Directory			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$0
City Attorney, Carol Morris	☐	Appropriation Required:	\$0
City Clerk, Rachel Pitzel	☒	Timeline:	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: N/A			
SUMMARY STATEMENT: Approving July 2018 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Labor and Industry; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of \$69,269.50; and Vendor Check Numbers 23370 through 233400 with EFT Payments in the amount of \$174,803.12. Total distributions submitted for review & authorization in the amount of \$244,072.62.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Staff recommends that the City Council adopt the Claims and Payroll Expenditures as presented under the Consent Agenda.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review			

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10607 Last Number Issued Previous Authorization			
<u>DCP EFT 7/13/18</u>	Deferred Compensation Program	7/13/2018	\$7,189.28
<u>Direct Deposit Run - 7/13/2018</u>	Payroll Vendor	7/13/2018	\$41,590.94
<u>DRS EFT 7/13/18</u>	Dept of Retirement Systems	7/13/2018	\$9,650.64
<u>IRS 941 EFT 7/13/18</u>	IRS 941	7/13/2018	\$5,700.83
<u>Q2 2018 UI</u>	Employment Security Department	7/3/2018	\$1,574.40
<u>Q2-2018 L&I EFT</u>	Dept of Labor & Industry	7/13/2018	\$3,563.41
Total			\$69,269.50

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
23369 Last Number Issued Previous Authorization			
<u>23370</u>	A & R Services dba Angela Rojo	7/24/2018	\$835.00
<u>23371</u>	Akana	7/24/2018	\$1,392.74
<u>23372</u>	Arctic Glacier USA, Inc.	7/24/2018	\$64.30
<u>23373</u>	Buell Recreation LLC	7/24/2018	\$200.70
<u>23374</u>	City of Edgewood	7/24/2018	\$3,500.00
<u>23375</u>	City of Fife	7/24/2018	\$16,715.11
<u>23376</u>	City of Sumner	7/24/2018	\$1,029.00
<u>23377</u>	Copiers Northwest	7/24/2018	\$23.71
<u>23378</u>	Daryl Eidinger	7/24/2018	\$371.86
<u>23379</u>	East Pierce Fire & Rescue	7/24/2018	\$11,068.57
<u>23380</u>	Elan City, Inc.	7/24/2018	\$5,820.00
<u>23381</u>	Great Floors LLC	7/24/2018	\$500.00
<u>23382</u>	Lakehaven Water & Sewer District	7/24/2018	\$65.72
<u>23383</u>	Morgan Sound Inc.	7/24/2018	\$54,464.89
<u>23384</u>	Morris Law PC	7/24/2018	\$16,215.00
<u>23385</u>	Northwest Landscape Services	7/24/2018	\$826.74
<u>23386</u>	Office Depot	7/24/2018	\$221.04
<u>23387</u>	Pacific Window Systems	7/24/2018	\$9,306.24
<u>23388</u>	Pierce County Budget & Finance	7/24/2018	\$4,428.50
<u>23389</u>	Pierce County Budget & Finance Jail	7/24/2018	\$288.20
<u>23390</u>	Recognition Plus	7/24/2018	\$55.50
<u>23391</u>	Lennar Northwest	7/24/2018	\$2,500.00
<u>23392</u>	Nicklaus Development LLC	7/24/2018	\$23,250.80
<u>23393</u>	Richmond America Homes of WA	7/24/2018	\$250.00
<u>23394</u>	Micah Lundborg	7/24/2018	\$87.88
<u>23395</u>	Garry Stackhouse	7/24/2018	\$60.00
<u>23396</u>	Sewall Wetland Consulting, Inc.	7/24/2018	\$900.00
<u>23397</u>	Shred-it	7/24/2018	\$350.75
<u>23398</u>	Smash, Inc.	7/24/2018	\$209.30
<u>23399</u>	Streich Bros. Inc.	7/24/2018	\$12,709.94
<u>23400</u>	WA State Treasurer	7/24/2018	\$629.00
<u>EFT Payment 7/19/2018</u>	Mt. View-Edgewood Water Co.	7/24/2018	\$617.77
<u>EFT Payment 7/19/2018</u>	Puget Sound Energy	7/24/2018	\$3,660.78
<u>EFT Payment 7/19/2018</u>	Shell	7/24/2018	\$767.76
<u>EFT Payment 7/19/2018</u>	US Bank Corporate Payment System	7/24/2018	\$1,302.39
<u>EFT Payment 7/19/2018</u>	Wells Fargo Financial Leasing	7/24/2018	\$85.93
<u>EFT Payment 7/19/2018</u>	US Bank ACH/EFT	7/24/2018	\$28.00

Total Claims Voucher Distribution	\$174,803.12
--	---------------------

Total Distribution Submitted for Review & Authorization	\$244,072.62
--	---------------------

Authorization Adjustments:	\$ -
-----------------------------------	-------------

Total Distribution Net of Prior Authorized Adjustments	\$244,072.62
---	---------------------

Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed

_____ Mayor, Daryl Eidinger
_____ Council Member



Voucher Directory

Fiscal: : 2018 - July
Council Date: : 2018 - July - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	23370			2018 - July - 2nd Council Meeting	
		452			
			July Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for July	
		Total 452			\$835.00
	Total 23370				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
Akana	23371			2018 - July - 2nd Council Meeting	
		17040-012			
			June Services		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$513.13
				Task 400-N.Edgewood Apts	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$879.61
				Task 300-Northwood Elementary	
		Total 17040-012			\$1,392.74
	Total 23371				\$1,392.74
Total Akana					\$1,392.74
Arctic Glacier USA, Inc.	23372			2018 - July - 2nd Council Meeting	
		M610000088			
			July Purchases		
			001-076-000-576-80-32-01	Fuel	\$64.30
				Propane-Mower	
		Total M610000088			\$64.30
	Total 23372				\$64.30
Total Arctic Glacier USA, Inc.					\$64.30
Buell Recreation LLC	23373			2018 - July - 2nd Council Meeting	
		WAEDG 070918 rev			
			PO#2018017		
			001-076-000-576-80-35-05	Park Equipment	\$200.70

Vendor	Number	Reference	Account Number	Description	Amount
				Swing Seat, Chain, Pendulums	
		Total WAEDG 070918 rev			\$200.70
	Total 23373				\$200.70
Total Buell Recreation LLC					\$200.70
City of Edgewood					
	23374			2018 - July - 2nd Council Meeting	
		071018-COE ROW Permit			
		ROW Permit #18-052-Edgewood Dr.			
		340-000-000-595-30-63-04		Edgewood Drive Improvements	\$250.00
				Edgewood Dr. & Sumner Hts Dr.	
		Total 071018-COE ROW Permit			\$250.00
		071018-COE SEPA			
		SEPA Review-SWMP #18-1247			
		410-000-000-531-38-41-02		Prof. Service-Plan Update	\$3,250.00
				#18-1247 SEPA Checklist Review	
		Total 071018-COE SEPA			\$3,250.00
	Total 23374				\$3,500.00
Total City of Edgewood					\$3,500.00
City of Fife					
	23375			2018 - July - 2nd Council Meeting	
		0145204			
		2nd Qtr 2018 IT Services			
		001-014-000-518-80-41-01		Contracted IT Services	\$8,031.47
				Q2-2018	
		Total 0145204			\$8,031.47
		0145205			
		2nd Qtr 2018 Equipment Reimbursement			
		001-014-000-518-80-49-03		Computer Subscriptions	\$1,587.55
				Mimecast 06/2018-06/2019	
		001-018-000-594-18-64-05		Cap Exp-Council Chamber Video Equipment	\$5,568.48
				11 Council Chambers Monitors; 4 Laptops; 10 Monitors	
		Total 0145205			\$7,156.03
		0145206			
		IT Services-2 Computers			
		001-018-000-594-18-64-05		Cap Exp-Council Chamber Video Equipment	\$1,527.61
				Computers-R.Pitzel, D.Gray	
		Total 0145206			\$1,527.61
	Total 23375				\$16,715.11
Total City of Fife					\$16,715.11

Vendor	Number	Reference	Account Number	Description	Amount
City of Sumner	23376			2018 - July - 2nd Council Meeting	
		063018-COS			
			2nd Qtr 2018 Pet Licenses		
			650-000-000-589-10-00-05	Animal Licenses	\$1,029.00
				Q2-2018 Pet Licenses	
		Total 063018-COS			\$1,029.00
	Total 23376				\$1,029.00
Total City of Sumner					\$1,029.00
Copiers Northwest	23377			2018 - July - 2nd Council Meeting	
		INV1793094			
			6/14-7/13/18 Charges		
			001-018-000-518-30-45-06	Copier Lease	\$23.71
				Lexmark Overage Charges 6/14-7/13/18	
		Total INV1793094			\$23.71
	Total 23377				\$23.71
Total Copiers Northwest					\$23.71
Daryl Eidinger	23378			2018 - July - 2nd Council Meeting	
		071118-DE			
			Mileage Reimbursement		
			001-013-000-513-10-43-03	Mileage Reimbursement	\$214.73
				COE to Salem, OR-purchase Bucket Truck	
		Total 071118-DE			\$214.73
		071618-DE			
			Expense Reimbursement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$157.13
				PA Batteries, Door Activator Back Up System Batteries	
		Total 071618-DE			\$157.13
	Total 23378				\$371.86
Total Daryl Eidinger					\$371.86
East Pierce Fire & Rescue	23379			2018 - July - 2nd Council Meeting	
		063018-EPFR			
			2nd Qtr 2018 Fire Plan Review Fees		
			650-000-000-589-10-00-06	Fire Plan Review	\$11,068.57
				Q2-2018 Fire Plan Review Fees	
		Total 063018-EPFR			\$11,068.57
	Total 23379				\$11,068.57
Total East Pierce Fire & Rescue					\$11,068.57

Vendor	Number	Reference	Account Number	Description	Amount
Elan City, Inc.	23380			2018 - July - 2nd Council Meeting	
		2000-692			
			PO 2018016		
			101-000-000-542-64-31-11	Traffic Control Devices-Signs	\$5,820.00
				Solar Radar Speed Signs	
		Total 2000-692			\$5,820.00
	Total 23380				\$5,820.00
Total Elan City, Inc.					\$5,820.00
Great Floors LLC	23381			2018 - July - 2nd Council Meeting	
		907406			
			July Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$500.00
				Floor Cleaning-Hard Floors	
		Total 907406			\$500.00
	Total 23381				\$500.00
Total Great Floors LLC					\$500.00
Lakehaven Water & Sewer District	23382			2018 - July - 2nd Council Meeting	
		3574701 4/12-6/15/18			
			4/12-6/15/18 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$65.72
				City Hall	
		Total 3574701 4/12-6/15/18			\$65.72
	Total 23382				\$65.72
Total Lakehaven Water & Sewer District					\$65.72
Morgan Sound Inc.	23383			2018 - July - 2nd Council Meeting	
		MSI096300			
			PO 2018013-July Services		
			001-018-000-594-18-64-05	Cap Exp-Council Chamber Video Equipment	\$54,464.89
				Council Chamber Audio-Visual Updates	
		Total MSI096300			\$54,464.89
	Total 23383				\$54,464.89
Total Morgan Sound Inc.					\$54,464.89

Vendor	Number	Reference	Account Number	Description	Amount
Morris Law PC	23384			2018 - July - 2nd Council Meeting	
		070618-MOR			
			June Services		
			001-015-000-515-41-41-01	Legal Services-External	\$16,215.00
		Total 070618-MOR			\$16,215.00
	Total 23384				\$16,215.00
Total Morris Law PC					\$16,215.00
Mt. View-Edgewood Water Co.					
	EFT Payment 7/19/2018 2:27:57 PM - 1			2018 - July - 2nd Council Meeting	
		15563-3401 5/11-7/10/18			
			5/11-7/10/18 Services		
			001-018-000-518-30-47-02	Water	\$56.79
				1425 110th Ave E	
		Total 15563-3401 5/11-7/10/18			\$56.79
		2746-3401 5/11-7/10/18			
			5/11-7/10/18 Services		
			001-018-000-518-30-47-02	Water	\$310.87
				City Hall	
		Total 2746-3401 5/11-7/10/18			\$310.87
		2823-3401 5/11-7/10/18			
			5/11-7/10/18 Services		
			001-018-000-518-30-47-02	Water	\$55.61
				10311 22nd Ave E	
		Total 2823-3401 5/11-7/10/18			\$55.61
		2961-3401 5/11-7/10/18			
			5/11-7/10/18 Services		
			001-018-000-518-30-47-02	Water	\$97.25
				1800 Meridian Ave E	
		Total 2961-3401 5/11-7/10/18			\$97.25
		3796-3401 5/11-7/10/18			
			5/11-7/10/18 Services		
			001-018-000-518-30-47-02	Water	\$97.25
				1200 Meridian Ave E	
		Total 3796-3401 5/11-7/10/18			\$97.25
	Total EFT Payment 7/19/2018 2:27:57 PM - 1				\$617.77
Total Mt. View-Edgewood Water Co.					\$617.77
Northwest Landscape Services					
	23385			2018 - July - 2nd Council Meeting	
		RC000048141			
			July Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$826.74

Vendor	Number	Reference	Account Number	Description	Amount
				July Maintenance	
		Total RC000048141			\$826.74
	Total 23385				\$826.74
Total Northwest Landscape Services					\$826.74
Office Depot					
	23386			2018 - July - 2nd Council Meeting	
		156353660001			
			June Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$136.01
				Folders, Printer Toner	
		Total 156353660001			\$136.01
		160205021001			
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$85.03
		Total 160205021001			\$85.03
	Total 23386				\$221.04
Total Office Depot					\$221.04
Pacific Window Systems					
	23387			2018 - July - 2nd Council Meeting	
		1058			
			May Services-PO #2018007		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$9,306.24
				City Hall Front Door Replacement	
		Total 1058			\$9,306.24
	Total 23387				\$9,306.24
Total Pacific Window Systems					\$9,306.24
Pierce County Budget & Finance					
	23388			2018 - July - 2nd Council Meeting	
		CI-253217			
			Jul-Dec 2018 EMS Services		
			001-018-000-525-60-51-01	Emergency Services	\$4,428.50
				EMS Services July-Dec 2018	
		Total CI-253217			\$4,428.50
	Total 23388				\$4,428.50
Total Pierce County Budget & Finance					\$4,428.50

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance Jail					
	23389			2018 - July - 2nd Council Meeting	
		CI-252472			
			May Services		
			001-021-000-523-60-51-01	Jail Services	\$288.20
		Total CI-252472			\$288.20
	Total 23389				\$288.20
Total Pierce County Budget & Finance Jail					\$288.20
Puget Sound Energy					
	EFT Payment 7/19/2018 2:27:57 PM - 2			2018 - July - 2nd Council Meeting	
		300000011233		June Statement	
			June Services		
			001-018-000-518-20-47-01	Electricity	\$3,660.78
		Total 300000011233 June Statement			\$3,660.78
	Total EFT Payment 7/19/2018 2:27:57 PM - 2				\$3,660.78
Total Puget Sound Energy					\$3,660.78
Recognition Plus					
	23390			2018 - July - 2nd Council Meeting	
		83700			
			July Purchases		
			001-011-000-511-60-31-01	Office & Operational Supplies	\$55.50
				Luke Meyers Recognition Plaque	
		Total 83700			\$55.50
	Total 23390				\$55.50
Total Recognition Plus					\$55.50
Refunds/Reimbursements Vendor					
	23391			2018 - July - 2nd Council Meeting	
		032018-LEN		Lennar Northwest	
			Refund 2 LID Segregation Applications		
			411-000-000-369-91-00-03	Misc. Revenue	\$1,250.00
				Refund LID Segregation-Northwood Estates	
			411-000-000-369-91-00-03	Misc. Revenue	\$1,250.00
				Refund LID Segregation-View Pointe	
		Total 032018-LEN			\$2,500.00
	Total 23391				\$2,500.00
	23392			2018 - July - 2nd Council Meeting	
		061417		Nicklaus Development LLC	
			ROW 17-039 Partial Refund		
			001-000-000-345-89-00-15	Right of Way Permit	\$23,250.80
				Permit 17-039; partial refund Road Cut Fee	
		Total 061417			\$23,250.80
	Total 23392				\$23,250.80

Vendor	Number	Reference	Account Number	Description	Amount
	23393			2018 - July - 2nd Council Meeting	
		070618-RICH HOMES		Richmond America Homes of WA	
			Refund Driveway Permit #18-1191		
			001-000-000-345-89-00-17	Driveway Access Review Fee	\$250.00
				#18-1191 Westridge Lot 128	
		Total 070618-RICH HOMES			\$250.00
	Total 23393				\$250.00
	23394			2018 - July - 2nd Council Meeting	
		071718-ML		Micah Lundborg	
			Expense Reimbursement		
			001-076-000-576-80-31-02	Recreation Activities & Events	\$87.88
				Pop Up Canopy Tents-Community Picnic	
		Total 071718-ML			\$87.88
	Total 23394				\$87.88
	23395			2018 - July - 2nd Council Meeting	
		072418-GS		Garry Stackhouse	
			Refund Park Fee		
			001-000-000-347-30-00-01	Edgemont Park Facility Fee	\$60.00
				Refund-Garry Stackhouse 7/1/18	
		Total 072418-GS			\$60.00
	Total 23395				\$60.00
Total Refunds/Reimbursements Vendor					\$26,148.68
Sewall Wetland Consulting, Inc.					
	23396			2018 - July - 2nd Council Meeting	
		42872			
			June Services-Beryznov		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$900.00
				Beryznov 18-1045	
		Total 42872			\$900.00
	Total 23396				\$900.00
Total Sewall Wetland Consulting, Inc.					\$900.00
Shell					
		EFT Payment 7/19/2018 2:27:57 PM - 3		2018 - July - 2nd Council Meeting	
		8000093974807			
			June Purchases		
			001-018-000-518-30-32-01	Fuel	\$767.76
		Total 8000093974807			\$767.76
		Total EFT Payment 7/19/2018 2:27:57 PM - 3			\$767.76
Total Shell					\$767.76

Vendor	Number	Reference	Account Number	Description	Amount
Shred-it					
	23397			2018 - July - 2nd Council Meeting	
		8125054577			
			June Services		
			001-018-000-518-30-41-01	Professional Services	\$350.75
				Shredding Services	
		Total 8125054577			\$350.75
	Total 23397				\$350.75
Total Shred-it					\$350.75
Smarsh, Inc.					
	23398			2018 - July - 2nd Council Meeting	
		INV00383670			
			June Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$209.30
		Total INV00383670			\$209.30
	Total 23398				\$209.30
Total Smarsh, Inc.					\$209.30
Streich Bros. Inc.					
	23399			2018 - July - 2nd Council Meeting	
		12737			
			PO 2018010-June Services		
			101-000-000-542-64-41-19	Traffic Control Devices-Guardrails	\$12,709.94
				Replace Guardrail-Meridian Ave	
		Total 12737			\$12,709.94
	Total 23399				\$12,709.94
Total Streich Bros. Inc.					\$12,709.94
US Bank ACH/EFT					
	EFT Payment 7/19/2018 2:30:39 PM - 1			2018 - July - 2nd Council Meeting	
		063018-USBank			
			June Safekeeping Fees		
			001-014-000-514-20-42-05	Bank & Bond Fees	\$28.00
		Total 063018-USBank			\$28.00
	Total EFT Payment 7/19/2018 2:30:39 PM - 1				\$28.00
Total US Bank ACH/EFT					\$28.00
US Bank Corporate Payment System					
	EFT Payment 7/19/2018 2:27:57 PM - 4			2018 - July - 2nd Council Meeting	
		062518-USBank			
			June PCard Statement		
			001-014-000-514-20-43-01	Training & Travel Costs	\$50.00
				S.Goff-PSFOA Mtg w/D.Gray	
			001-014-000-514-20-43-01	Training & Travel Costs	\$50.00
				J.Herrera-IIMC-CMC Application	

Vendor	Number	Reference	Account Number	Description	Amount
			001-014-000-514-20-43-01	Training & Travel Costs	(\$50.00)
				J.Herrera-IIMC-Refund Program Fee	
			001-014-000-514-20-49-01	Memberships	\$100.00
				J.Herrera-IIMC-Annual Membership	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$99.44
				S.Goff-DS Services-City Hall Water Delivery	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$108.80
				J.Herrera-Amazon-Camera	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$11.40
				C.McVay-Fed Ex-Book Binding	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$11.17
				D.Eidinger-O'Reilly-Misc Auto Supplies	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$28.58
				S.Goff-Costco-Kitchen Supplies	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$36.95
				J.Herrera-Stamp Connection-Wood Stamp	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$3.34
				S.Goff-Target-Kitchen Sponges	
			001-018-000-518-30-32-01	Fuel	\$53.70
				D.Eidinger-Tahoma Mkt-Bldg Truck Gas	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$5.00
				D.Eidinger-Tahoma Mkt-Car Wash	
			001-058-000-558-50-31-01	Office & Operational Supplies	\$41.71
				M.Haley-ICC-Book Download	
			001-058-000-558-50-31-01	Office & Operational Supplies	\$23.05
				J.Herrera-Amazon-LED Flashlights	
			001-058-000-558-50-31-01	Office & Operational Supplies	\$12.00
				R.Pitzel-WSP-C.McVay Background Check	
			001-058-000-558-50-31-01	Office & Operational Supplies	\$163.56
				M.Haley-D.Smith Store-Drafting Supplies	
			001-058-000-558-50-35-01	Small Tools/Minor Equipment	\$72.14
				D.Eidinger-Home Depot-Staple Guns	
			001-058-000-558-50-35-01	Small Tools/Minor Equipment	\$38.34
				M.Haley-Lowes-Hard Hat, Safety Glasses	
			001-058-000-558-60-43-01	Training/Travel Costs	\$35.00
				D.Groth-MRSC-Training	
			001-076-000-576-80-31-01	Operational Supplies	\$20.33
				D.Eidinger-Lowes-Park Supplies	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$12.00
				R.Pitzel-WSP-J.Privett Background Check	
			101-000-000-542-90-43-01	Travel/Training Costs	\$570.00
				J.Metzler-APWA-Inspector Class-J.Privett	
			410-000-000-531-38-31-01	Operational Supplies	\$45.88
				T.Garvin-McLendons-Safety Glasses, Gloves	
			650-000-000-589-10-00-09	Suspense	(\$240.00)
				D.Mundy-Reversal of Fraud Charges	

Vendor	Number	Reference	Account Number	Description	Amount
		Total 062518-USBank			\$1,302.39
		Total EFT Payment 7/19/2018 2:27:57 PM - 4			\$1,302.39
Total US Bank Corporate Payment System					\$1,302.39
WA State Treasurer					
	23400			2018 - July - 2nd Council Meeting	
		063018-WST			
			2nd Qtr 2018 Building Fees		
			650-000-000-589-10-00-04	State Bldg Code Fee	\$629.00
			Q2-2018		
		Total 063018-WST			\$629.00
	Total 23400				\$629.00
Total WA State Treasurer					\$629.00
Wells Fargo Financial Leasing					
		EFT Payment 7/19/2018 2:27:57 PM - 5		2018 - July - 2nd Council Meeting	
		5004964465			
			8/4-9/3/18 Lease		
			001-018-000-518-30-45-06	Copier Lease	\$85.93
			Lexmark Printers		
		Total 5004964465			\$85.93
	Total EFT Payment 7/19/2018 2:27:57 PM - 5				\$85.93
Total Wells Fargo Financial Leasing					\$85.93
Grand Total		Vendor Count	33		\$174,803.12



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – AHBL	Agenda Item #:	6D
	For Agenda of:	July 24, 2018
	Prepared by:	Dave Gray
ATTACHMENTS (list): ☒ Resolution No. 18-0414 ☒ Contract for On-Call Services.		
Approval of Materials:		
Mayor, Daryl Eiding	☒	Expenditure Required: \$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted: N/A
City Attorney, Carol Morris	☐	Appropriation Required: None
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>
Community Development Director, Darren Groth	☐	
Public Works, Jeremy Metzler	☐	
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$350,000. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)		
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.		
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.		
RECOMMENDED ACTION: see above		
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review		

RESOLUTION NO. 18-0414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, AHBL is a regional planning consulting services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for planning consulting services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in planning consulting and case management and has selected AHBL to provide planning consulting services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with AHBL to provide planning consulting services as the need arises for the City of Edgewood in an amount not to exceed \$350,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
AHBL**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and AHBL, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 2215 North 30th Street, Ste. 300, Tacoma, WA 98403-3350.

RECITALS

WHEREAS, the City requires the provision of planning on-call services, and

WHEREAS, the Consultant has agreed to provide planning on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) for the services described in Section I herein. This is the

maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Wayne E. Carlson, FAICP, LEED AP
AHBL
2215 North 30th Street, Ste. 300
Tacoma, WA 98403-3350

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

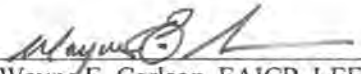
The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

By: 
Wayne E. Carlson, FAICP, LEED AP
Principal

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

SCHEDULE OF CHARGES & COMPENSATION



Principal	215.00/Hour	Planner 2.....	85.00/Hour
Associate Principal	190.00/Hour	Planner 1.....	75.00/Hour
Senior Project Manager	175.00/Hour	Planning Technician	50.00/Hour
Project Manager	165.00/Hour	Landscape Designer 3	100.00/Hour
Senior Planning Project Manager.....	160.00/Hour	Landscape Designer 2	95.00/Hour
Planning Project Manager	150.00/Hour	Landscape Designer 1	80.00/Hour
Senior Landscape Project Manager.....	145.00/Hour	Senior Landscape Technician.....	120.00/Hour
Landscape Project Manager 2.....	125.00/Hour	Landscape Technician 3	115.00/Hour
Landscape Project Manager 1.....	110.00/Hour	Landscape Technician 2	105.00/Hour
Survey Project Manager	160.00/Hour	Landscape Technician 1	70.00/Hour
Senior Engineer	155.00/Hour	Senior Survey Technician	120.00/Hour
Project Engineer 4.....	135.00/Hour	Survey Technician 3	115.00/Hour
Project Engineer 3.....	125.00/Hour	Survey Technician 2	105.00/Hour
Project Engineer 2.....	110.00/Hour	Survey Technician 1	90.00/Hour
Project Engineer 1.....	100.00/Hour	Survey Crew	190.00/Hour
Senior Engineer Technician.....	120.00/Hour	1-Man Survey Crew.....	130.00/Hour
Engineer Technician 3	115.00/Hour	Graphic Designer.....	110.00/Hour
Engineer Technician 2	105.00/Hour	Technical Editor	95.00/Hour
Engineer Technician 1	90.00/Hour	Word Processor/Sr. Administrative Asst.....	85.00/Hour
Project Administrator.....	110.00/Hour	Administrative Assistant	70.00/Hour
Project Expeditor	80.00/Hour	Outside Consultants	Separate Fee Proposal
Planner 5	140.00/Hour	Geotechnical Engineers	Separate Fee Proposal
Planner 4	125.00/Hour	Environmental Consultants	Separate Fee Proposal
Planner 3	110.00/Hour		

Large Format Black & White Bond.....	0.25/sf
Large Format Color Bond	4.00/sf
Large Format Mylar.....	2.00/sf
Small Format Color Bond 11 X 17	0.50/Sheet
Small Format Color Bond 8.5 X 11	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.



City Of Edgewood
Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – DKS	Agenda Item #:	6E	
	For Agenda of:	July 24, 2018	
	Prepared by:	Dave Gray	
ATTACHMENTS (list): ☒ Resolution No. 18-0415 ☒ Contract for On-Call Services.			
Approval of Materials:			
Mayor, Daryl Eiding	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	None
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$250,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)			
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.			
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.			
RECOMMENDED ACTION: see above			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

RESOLUTION NO. 18-0415

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING ON-CALL SERVICES.

WHEREAS, DKS Associates is a regional transportation traffic study company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for traffic study services has grown rapidly; and

WHEREAS, chapter 39.80 RCW establishes the procedures for publication of the need for engineering services and procurement of engineering services by the City; and

WHEREAS, the City complied with the requirements of chapter 39.80 RCW by utilizing the MSRC consultants roster to solicit interest in approximately 800 recipients;

WHEREAS, the City advertised the need for engineering services in the Tacoma News Tribune (the City's official newspaper); and

WHEREAS, the City posted its need for engineering services on the City's webpage, as well as its Facebook page; and

WHEREAS, after logging all submittals, the City evaluated the qualifications of the companies and persons responding to the City's advertisements, and then interviewed the most qualified; and

WHEREAS, the City then made a selection according to RCW 39.80.050, after determining that the selected candidate(s) had the available resources to engage in the engineering services desired; and

WHEREAS, ultimately, DKS Associates, was selected to provide traffic study services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with DKS Associates to provide traffic study services as the need arises for the City of Edgewood in an amount not to exceed \$250,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF JULY, 2018.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
DKS ASSOCIATES**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and DKS Associates, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 719 Second Avenue, Suite 1250, Seattle, WA 98104-1706.

RECITALS

WHEREAS, the City requires the provision of transportation planning and engineering on-call services, and

WHEREAS, the Consultant has agreed to provide transportation planning and engineering on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Hundred

Fifty Thousand Dollars (\$250,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Mike Usen, AICP
DKS Associates
719 Second Avenue, Suite 1250
Seattle, WA 98104-1706

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

By: _____
Mike Usen, AICP
DKS Associates

CITY OF EDGEWOOD

By: _____
Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – DN Traffic Consultants, Inc.		Agenda Item #:		6F
		For Agenda of:		July 24, 2018
		Prepared by:		Dave Gray
ATTACHMENTS (list): ☒ Resolution No. 18-0416 ☒ Contract for On-Call Services.				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A	
City Attorney, Carol Morris	☐	Appropriation Required:	None	
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☐			
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$250,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)				
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.				
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.				
RECOMMENDED ACTION: See above				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review				

RESOLUTION NO. 18-0416

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING ON-CALL SERVICES.

WHEREAS, DN Traffic Consultants is a regional transportation traffic study company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, chapter 39.80 RCW establishes the procedures for publication of the need for engineering services and procurement of engineering services by the City; and

WHEREAS, the City complied with the requirements of chapter 39.80 RCW by utilizing the MSRC consultants roster to solicit interest in approximately 800 recipients; and

WHEREAS, the City advertised the need for engineering services in the Tacoma News Tribune (the City's official newspaper); and

WHEREAS, the City posted its need for engineering services on the City's webpage, as well as its Facebook page; and

WHEREAS, after logging all submittals, the City evaluated the qualifications of the companies and persons responding to the City's advertisements, and then interviewed the most qualified; and

WHEREAS, the City then made a selection according to RCW 39.80.050, after determining that the selected candidate(s) had the available resources to engage in the engineering services desired; and

WHEREAS, ultimately, DN Traffic Consultants was selected to provide traffic study services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with DN Traffic Consultants to provide traffic study services as the need arises for the City of Edgewood in an amount not to exceed \$250,000.00 over a three-year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF JULY, 2018.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
DN TRAFFIC CONSULTANTS, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and DN Traffic Consultants, Inc., (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 12131 113TH Avenue NE, Ste. 203, Kirkland, WA 98034.

RECITALS

WHEREAS, the City requires the provision of transportation planning and engineering on-call services, and

WHEREAS, the Consultant has agreed to provide transportation planning and engineering on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Hundred

Fifty Thousand Dollars (\$250,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Gary Norris, PE, PTOE
DN Traffic Consultants, Inc.
12131 113th Avenue NE, Ste.
203 Kirkland, WA 98034
Mailing:
PO Box 547, Preston, WA
98050

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

CITY OF EDGEWOOD

By: _____

By: _____
Daryl Eidinger, Mayor

Gary Norris
DN Consultants, Inc.

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – Gray and Osborne		Agenda Item #:	6G
		For Agenda of:	July 24, 2018
		Prepared by:	Dave Gray
ATTACHMENTS (list): ☒ Resolution No. 18-0417 ☒ Contract for On-Call Services.			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	None
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$750,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)			
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.			
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.			
RECOMMENDED ACTION: See above			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

RESOLUTION NO. 18-0417

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL ENGINEERING SERVICES.

WHEREAS, Gray & Osborne is a regional civil & contract city engineering and surveying services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for civil engineering services has grown rapidly; and

WHEREAS, chapter 39.80 RCW establishes the procedures for publication of the need for engineering services and procurement of engineering services by the City; and

WHEREAS, the City complied with the requirements of chapter 39.80 RCW by utilizing the MSRC consultants roster to solicit interest in approximately 800 recipients; and

WHEREAS, the City advertised the need for engineering services in the Tacoma News Tribune (the City's official newspaper); and

WHEREAS, the City posted its need for engineering services on the City's webpage, as well as its Facebook page; and

WHEREAS, after logging all submittals, the City evaluated the qualifications of the companies and persons responding to the City's advertisements, and then interviewed the most qualified; and

WHEREAS, the City then made a selection according to RCW 39.80.050, after determining that the selected candidate(s) had the available resources to engage in the engineering services desired; and

WHEREAS, ultimately, Gray & Osborne was selected to provide civil & contract city engineering and surveying services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Gray and Osborne to provide civil & contract city engineering and surveying services as the need arises for the City of Edgewood in an amount not to exceed \$750,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF JULY, 2018.

ATTEST:

Daryl Eiding, Mayor

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
GRAY & OSBORNE, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc., (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 701 Dexter Avenue North, Suite 200, Seattle, WA 98109.

RECITALS

WHEREAS, the City requires the provision of engineering and surveying on-call services, and

WHEREAS, the Consultant has agreed to provide engineering and surveying on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven Hundred

Fifty Thousand Dollars (\$750,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Tani Stafford
Gray & Osborne, Inc.
701 Dexter Avenue North, Suite 200
Seattle, WA 98109

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

By: _____
Mike Johnson, PE, President
Gray & Osborne, Inc.

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – Kleinfelder	Agenda Item #:	6H	
	For Agenda of:	July 24, 2018	
	Prepared by:	Dave Gray	
ATTACHMENTS (list): ☒ Resolution No. 18-0418 ☒ Contract for On-Call Services.			
Approval of Materials:			
Mayor, Daryl Eiding	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	None
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$1,000,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)			
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.			
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.			
RECOMMENDED ACTION: See above			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

RESOLUTION NO. 18-0418

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING ON-CALL SERVICES.

WHEREAS, Kleinfelder is a regional geotech engineering services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, chapter 39.80 RCW establishes the procedures for publication of the need for engineering services and procurement of engineering services by the City; and

WHEREAS, the City complied with the requirements of chapter 39.80 RCW by utilizing the MSRC consultants roster to solicit interest in approximately 800 recipients; and

WHEREAS, the City advertised the need for engineering services in the Tacoma News Tribune (the City's official newspaper); and

WHEREAS, the City posted its need for engineering services on the City's webpage, as well as its Facebook page; and

WHEREAS, after logging all submittals, the City evaluated the qualifications of the companies and persons responding to the City's advertisements, and then interviewed the most qualified; and

WHEREAS, the City then made a selection according to RCW 39.80.050, after determining that the selected candidate(s) had the available resources to engage in the engineering services desired; and

WHEREAS, ultimately, Kleinfelder was selected to provide geotech engineering services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Kleinfelder to provide geotech engineering services as the need arises for the City of Edgewood in an amount not to exceed \$1,000,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF JULY, 2018.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
KLEINFELDER, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Kleinfelder, Inc., (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 14710 NE 87th Street, Ste. 100, Redmond, WA 98052.

RECITALS

WHEREAS, the City requires the provision of geotechnical engineering consulting on-call services, and

WHEREAS, the Consultant has agreed to provide wetlands/critical area consulting on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One Million

Dollars (\$1,000,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City, without an executed Task Order, or in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 23, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Caroline Brabrook, PE
Kleinfelder, Inc.
14710 NE 87th Street, Ste. 100
Redmond, WA 98052

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

CITY OF EDGEWOOD

By: _____

By: _____
Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – Landau	Agenda Item #:	6I	
	For Agenda of:	July 24, 2018	
	Prepared by:	Dave Gray	
ATTACHMENTS (list): ☒ Resolution No. 18-0419 ☒ Contract for On-Call Services.			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	None
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$1,000,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)			
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.			
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.			
RECOMMENDED ACTION: See above			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

RESOLUTION NO. 18-0419

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING ON-CALL SERVICES.

WHEREAS, Landau is a regional geotech engineering services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, chapter 39.80 RCW establishes the procedures for publication of the need for engineering services and procurement of engineering services by the City; and

WHEREAS, the City complied with the requirements of chapter 39.80 RCW by utilizing the MSRC consultants roster to solicit interest in approximately 800 recipients; and

WHEREAS, the City advertised the need for engineering services in the Tacoma News Tribune (the City's official newspaper); and

WHEREAS, the City posted its need for engineering services on the City's webpage, as well as its Facebook page; and

WHEREAS, after logging all submittals, the City evaluated the qualifications of the companies and persons responding to the City's advertisements, and then interviewed the most qualified; and

WHEREAS, the City then made a selection according to RCW 39.80.050, after determining that the selected candidate(s) had the available resources to engage in the engineering services desired; and

WHEREAS, ultimately, Landau was selected to provide geotech engineering services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Landau to provide geotech engineering services as the need arises for the City of Edgewood in an amount not to exceed \$1,000,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF JULY, 2018.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
LANDAU ASSOCIATES**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Landau Associates, (hereinafter the "Consultant,"), a Washington corporation organized under the laws of the State of Washington located and doing business at 955 Main Lane SW, Ste B, Tumwater, WA 98501.

RECITALS

WHEREAS, the City requires the provision of geotechnical engineering consulting on-call services, and

WHEREAS, the Consultant has agreed to provide wetlands/critical area consulting on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One Million

Dollars (\$1,000,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2018, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Calvin McCaughan, PE
Landau Associates
955 Malin Lane SW, Ste. B
Tumwater, WA 98501

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

By: _____
Calvin McCaughan, PE
Landau Associates

CITY OF EDGEWOOD

By: _____
Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – Raedeke	Agenda Item #:	6J	
	For Agenda of:	July 24, 2018	
	Prepared by:	Dave Gray	
ATTACHMENTS (list): ☒ Resolution No. 18-0420 ☒ Contract for On-Call Services.			
Approval of Materials:			
Mayor, Daryl Eiding	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	None
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$1,500,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)			
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.			
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.			
RECOMMENDED ACTION: See above			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

RESOLUTION NO. 18-0420

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL
SERVICES.**

WHEREAS, Raedeke is a regional wetland/critical area consulting services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for wetland/critical area consulting services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in wetland/critical areas consulting and project management and has selected Raedeke to provide wetland/critical areas consulting services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Raedeke to provide wetland/critical areas consulting services as the need arises for the City of Edgewood in an amount not to exceed \$1,500,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
RAEDEKE ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Raedeke Associates, Inc., (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 2111 N. Northgate Way, Ste. 219, Seattle, WA 98133.

RECITALS

WHEREAS, the City requires the provision of wetlands/critical area consulting on-call services, and

WHEREAS, the Consultant has agreed to provide wetlands/critical area consulting on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One Million

Five Hundred Thousand Dollars (\$1,500,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Richard W. Lundquist, M.S.
Raedeke Associates, Inc.
2111 N. Northgate Way, Ste. 219
Seattle, WA 98133
rwlundquist@raedeke.com

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

CITY OF EDGEWOOD

By: _____
Richard W. Lundquist, M.S.
Vice President/ Wildlife Biologist

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – SAFEbuilt	Agenda Item #:	6K	
	For Agenda of:	July 24, 2018	
	Prepared by:	Dave Gray	
ATTACHMENTS (list): ☒ Resolution No. 18-0421 ☒ Contract for On-Call Services.			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	None
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$300,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)			
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.			
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.			
RECOMMENDED ACTION: See above			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

RESOLUTION NO. 18-0421

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, SAFEbuilt is a regional building plans review and building inspection services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for plans review and building inspection services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in civil engineering and project management and has selected SAFEbuilt to provide plans review and building inspection services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with SAFEbuilt to provide plans review and building inspection services as the need arises for the City of Edgewood in an amount not to exceed \$300,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
SAFEUILT WASHINGTON, LLC**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and SAFEuilt, Washington, LLC, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 1621 114th Avenue, Ste. 219 (Bellefield Office Park), Bellevue, WA 98004.

RECITALS

WHEREAS, the City requires the provision of building department support on-call services, and

WHEREAS, the Consultant has agreed to provide building department support on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Hundred Thousand Dollars (\$300,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and

shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This

Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and

actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 4. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
 4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant

will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: David Spencer, CBO
Regional Operations Manager (Supervisor)
1621 114th Avenue, Ste. 219
(Bellefield Office Park)
Bellevue, WA 98004

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

By: _____
Thomas P. Wilkas, Chief Financial Officer
SAFEbuilt, LLC
twilkas@safebuilt.com

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – SCJ Alliance		Agenda Item #:	6L
		For Agenda of:	July 24, 2018
		Prepared by:	Dave Gray
ATTACHMENTS (list): ☒ Resolution No. 18-0422 ☒ Contract for On-Call Services.			
Approval of Materials:			
Mayor, Daryl Eiding	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	None
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$350,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)			
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.			
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.			
RECOMMENDED ACTION: See above			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

RESOLUTION NO. 18-0422

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES.

WHEREAS, SCJ Alliance is a regional planning consulting services company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for planning consulting services has grown rapidly; and

WHEREAS, the City utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in planning consulting and case management and has selected SCJ Alliance to provide planning consulting services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with SCJ Alliance to provide planning consulting services as the need arises for the City of Edgewood in an amount not to exceed \$350,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF July, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
SCJ ALLIANCE**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and SCJ Alliance, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 8730 Tallon Lane NE, Ste. 200, Lacey, WA 98516.

RECITALS

WHEREAS, the City requires the provision of planning on-call services, and

WHEREAS, the Consultant has agreed to provide planning on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated

and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Gary Cooper
SCJ Alliance
8730 Tallon Lane NE, Ste. 200
Lacey, WA 98516

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

By: _____
Dan Penrose, AICP
Planning Manager

CITY OF EDGEWOOD

By: _____
Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: On-Call Consulting Contracts – Transpo Group		Agenda Item #:	6M
		For Agenda of:	July 24, 2018
		Prepared by:	Dave Gray
ATTACHMENTS (list): ☒ Resolution No. 18-0423 ☒ Contract for On-Call Services.			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	None
City Clerk, Rachel Pitzel	☐	Timeline: <i>enter a timeline if applicable</i>	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: The total not-to-exceed amount of this contract for the three year contract period is \$250,000.00. The actual expenditures must be appropriated annually by Council, and actual expenditures will be significantly less. The large open contract balance is due to opening contracts with multiple on-call vendors to allow the City rapid access to specialty consulting when one firm may not be available, and the City needs the regulatory or excess capacity work done timely. The City Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work (traffic, engineering, etc.)			
SUMMARY STATEMENT: Exhibit A contains the City's internal administrative & accounting control manual language identifying how on-call contracts are utilized in the City. The contract language makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent. No obligation to spend.			
COUNCIL REVIEW AND RECOMMENDATION: Recommend staff bring the contracts forward for action on the consent agenda/new business agenda.			
RECOMMENDED ACTION: See above			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review			

RESOLUTION NO. 18-0423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING ON-CALL SERVICES.

WHEREAS, Transpo Group is a regional transportation traffic study company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, chapter 39.80 RCW establishes the procedures for publication of the need for engineering services and procurement of engineering services by the City; and

WHEREAS, the City complied with the requirements of chapter 39.80 RCW by utilizing the MSRC consultants roster to solicit interest in approximately 800 recipients; and

WHEREAS, the City advertised the need for engineering services in the Tacoma News Tribune (the City's official newspaper); and

WHEREAS, the City posted its need for engineering services on the City's webpage, as well as its Facebook page; and

WHEREAS, after logging all submittals, the City evaluated the qualifications of the companies and persons responding to the City's advertisements, and then interviewed the most qualified; and

WHEREAS, the City then made a selection according to RCW 39.80.050, after determining that the selected candidate(s) had the available resources to engage in the engineering services desired; and

WHEREAS, ultimately, Transpo Group was selected to provide traffic study services as the need arises for the City of Edgewood;

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

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with Transpo Group to provide traffic study services as the need arises for the City of Edgewood in an amount not to exceed \$250,000.00 over a three year period.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 24TH DAY OF JULY, 2018.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
TRANSPO GROUP**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Transpo Group, (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 12131 113TH Avenue NE, Ste. 203, Kirkland, WA 98034.

RECITALS

WHEREAS, the City requires the provision of transportation planning and engineering on-call services, and

WHEREAS, the Consultant has agreed to provide transportation planning and engineering on-call services under the terms and conditions specified herein;

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

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Hundred

Fifty Thousand Dollars (\$250,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2021, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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

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

VIII. Insurance

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

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

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

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Jon Pascal
Transpo Group
12131 113th Avenue NE, Ste. 203
Kirkland, WA 98034

CITY:

Attn: Jeremy Metzler
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2018.

CONSULTANT

By: 
Bruce Haldors, President
Transpo Group

CITY OF EDGEWOOD

By: _____
Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

EXHIBIT A

ON-CALL (UNIT BASED) CONTRACT-TASK ORDERS:

When the City has a need for the Consultant's services, the City will issue a Task Order, discretely identified numerically with a Task Number, and assigned a Task Name.

The written Task Order shall include the following information, which may be furnished in consultation with the Consultant:

1. Task Order Title (project name) & Task Order Number;
2. General overview of the task to be accomplished, technical approach to the task (if necessary). Where the City or other contractors will be performing work in conjunction with the Consultant, the Task Order shall identify the work to be completed by all parties, especially where the Consultant's work is dependent on the City or other contractors meeting their obligations;
3. Specific deliverables and an estimate of the quantities of the anticipated types of work or trades;
4. Schedule with milestones and deliverables;
5. Cost/hour estimate (by deliverable if progress payments are anticipated).
6. Due date of work.

All of these items may be brief, but will be sufficiently detailed for the City and the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The Consultant shall reference this Task Order Number on all correspondence, invoicing traffic and payments or reimbursements. The City will have no financial responsibility to make payment upon or provide reimbursement for any work performed prior to the Task Order acceptance by the Consultant.

NOTICE TO PROCEED. Once the Consultant has accepted the Task Order in writing, the City will issue a Notice to Proceed to the Consultant.

Exhibit B Fee Schedule

Billing rates for all personnel included in any/all Task Orders.

Unit price Consultant/contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each Task Order must be the prevailing wages in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wages rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

List of pass-through costs for supplies, materials or services (sub-contracting is not allowed for On-Call Task Orders without specific authorization by the City) (Copies of your paid invoices for pass-through costs must be attached to the appropriate invoice).

If any billing rates increase after execution of the Agreement, the Consultant shall provide an updated Fee Schedule to the City at least 60 days prior to inclusion of the new billing rates in any invoice. Fee Schedules must state the effective date. The Updated Fee Schedule shall be for not less than a minimum of one year.

ATTACH FEE SCHEDULE

Transpo Billing Rate Range Schedule

Rates are effective July 7, 2018 through July 5, 2019

Category	Billing Rate Range	
	Min	Max
Engineer/Planner/Analyst/Principal/Director - Level 7	\$210	\$300
Engineer/Planner/Analyst/Proj Adm - Level 6	\$170	\$205
Engineer/Planner/Analyst/Proj Adm - Level 5	\$150	\$175
Engineer/Planner/Analyst/Proj Adm - Level 4	\$130	\$160
Engineer/Planner/Analyst/Proj Adm - Level 3	\$100	\$140
Engineer/Planner/Analyst/Proj Adm - Level 2	\$90	\$125
Engineer/Planner/Analyst/Proj Adm - Level 1	\$70	\$105



City Of Edgewood Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: 2 nd Quarter Financial Statements		Agenda Item #:	7A
		For Agenda of:	July 24, 2018
		Prepared by:	Dave Gray
ATTACHMENTS (list): ☒ 2 nd Quarter 2018 Review of Financial Position ☒ Estimated Revenue Summary ☒ Estimated Expenditure Summary ☒ Cash and Investment Activity			
Approval of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	N/A
City Attorney, Carol Morris	☐	Appropriation Required:	N/A
City Clerk, Rachel Pitzel	☐	Timeline:	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: N/A Financial Position Statement Publication Only			
SUMMARY STATEMENT: •Council has chosen to receive formalized financial position statements quarterly throughout the fiscal year. The Mayor will advise Council of any interim financial concern if/when they occur. Council and the Public have full access to any interim financial data including the City's month end closing documents, as well as any ongoing financial documents such as invoices paid or receipts received, all of which are public records and available by contacting staff. The goal is to provide total access of all financial documentation and tracking information at any point on any day, while streamlining the information into a formalized standardized quarterly update that gives Council and the Public a succinct picture of the City's financial health. •Quarterly financial disclosure documents will be posted to the City Web site after review by Council in a Study session and review and distribution to the public in a Regular Council Meeting. •The Mayor and/or the Council have the ability to modify the presentation format and/or the timing of the release of financial information at any time or on an ad hoc basis.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Move to authorize the Mayor to approve the 2 nd Quarter Financial Position statements & attachments to be posted on the City website and made available as a public document.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not approve. 2) Refer to Council Study Session for Further Review.			

CITY OF EDGEWOOD
QUARTERLY FINANCIAL DISCLOSURE TO THE COUNCIL
SECOND QUARTER 2018 REVIEW OF FINANCIAL POSITION

General Statement of Financial Position:

The City has a strong Fund Balance position for all current expense funds for General Government operations, Street and Surface Water operations, Equipment Replacement needs and the ability to fund 2018 Budgeted Operational and Capital needs.

The General Fund has invested free cash in Government Bonds of about one million dollars. The first of the staggered investments matures in July. Council will review the potential for reinvestment now that rates are beginning to climb and the Utility Tax has been implemented, with one challenge from Lakehaven Water & Sewer District, which constitutes less than eight (8) thousand dollars in estimated annual revenue. The Utility Tax will provide the City a much more stable sustained revenue stream to service overhead costs like labor, maintenance and debt service, without the use of one-time fees. As a result, the City will be able to better forecast cash flows and be in a position to do more targeted long term investing of free cash.

Capital Expenditure activity has been slower than projected due to operational workloads. The City has completed the Council Chamber capital improvement, upgrading the electronic audio and video equipment. SmartGov implementation has continued with the introduction of a City portal for on-line permit application submission. We have determined to defer the Lazerfiche project until 2019, again due to operational workload to managing the existing daily business. We have received the bid cost for replacing the obsolete web page program, council chamber audio management software and the upgrade for connecting our financial software to SmartGov, all within original budget parameters and should be able to implement the improvements as planned in the third quarter. Council approved a capital improvement budget amendment for a parking lot and kitchen for the downstairs City Hall area, a condition of a lease with East Pierce Fire &

Rescue for three years. This project and lease were not anticipated in the original 2018 budget. The cost of these improvement, which will be available for City utilization at the end of the lease term, are paid in large part from lease revenue.

Debt Service for the City Hall bond is fully funded for 2018 via ongoing 2018 Budgeted revenues and the Sewer LID is overfunded from early payoffs of various parcels. Council will consider authorizing the pay-down of the USDA loan to reduce overall interest expense to the LID Fund in August, which will be the second debt reduction. This activity was anticipated to occur in June, but has been pushed back due to the workload created by the first quarter Town Hall meetings (four) consuming much of the first quarter study session schedule.

The Strategic Reserve Fund balance, which can only be expended via Council resolution, is \$1,011,619.79 as of June 30, 2018. Council has resolved to guarantee the availability of \$100,000 to secure a Pierce County Conservation Grant from the Strategic Reserve Fund, to send a message to the Grantor the money for matching grant purposes is banked and available. Should the Grant be funded matching dollars would likely come from the Park Impact Fee Fund, leaving the Strategic Reserve fund balance intact. Council will consider reauthorizing the purchase of long term securities to improve the interest return on the fund, which is expected to remain at the current balance for the foreseeable future.

Utility Taxes should begin being imposed on Edgewood Utility bills on June 1, 2018. The estimated revenue for 2018 is about \$655,139.56, which has not been budgeted. Council will likely want to review the 2018 operating budget for a potential shift of these stable revenues to cover more one-time fee revenue used for debt service in the original budget passed December 12, 2017, as well as the potential to add some portion to the Strategic Reserve Balance.

Impact Fees continue to build as a result of the exponential building boom in the City. The Park Impact Fee balance is \$2,091,046.38 and Traffic Impact Fee balance is \$2,593,518.39 as of July 15, 2018.



Dave Gray

Assistant City Administrator



Stephanie Goff

Accounting Manager

Quarterly Reporting:

- Council has chosen to receive formalized financial position statements quarterly throughout the fiscal year. The Mayor will advise Council of any interim financial concern if/when they occur. Council and the Public have full access to any interim financial data including the City's month end closing documents, as well as any ongoing financial documents such as invoices paid or receipts received, all of which are public records and available by contacting staff. The goal is to provide total access of all financial documentation and tracking information at any point on any day, while streamlining the information into a formalized standardized quarterly update that gives Council and the Public a succinct picture of the City's financial health.
- Quarterly financial disclosure documents will be posted to the City Web site after review by Council in a Study session and review and distribution to the public in a Regular Council Meeting.
- The Mayor and/or the Council have the ability to modify the presentation format and/or the timing of the release of financial information at any time or on an ad hoc basis.

Budget Amendments:

Adjustments to the Budget, which are a normal governmental process, happen through a formalized Budget Amendment presented to Council by the Mayor, specifically amending budget line items, requiring approval of a Budget Amendment Ordinance

2ND QUARTER FINANCIAL POSITION BUDGET TO ACTUAL

Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$	Variance %
Beginning Unreserved Fund Balance	\$1,435,000	\$1,363,469	\$2,000,139	\$2,000,139	\$0	0.0%
001-000-000-30 Total	\$1,435,000	\$1,363,469	\$0	\$0	\$0	0.0%
Property Tax	\$1,577,690	\$1,577,737	\$1,685,619	\$914,273	\$771,346	45.8%
Sale of Tax Title Property	\$0	\$3,082	\$0	\$0	\$0	0.0%
Sales & Use Tax	\$875,000	\$1,045,838	\$993,000	\$574,191	\$418,809	42.2%
Local Parks - Sales/Use Tax	\$85,000	\$98,236	\$90,177	\$52,922	\$37,255	41.3%
Local Criminal Justice	\$150,000	\$171,545	\$150,000	\$94,658	\$55,342	36.9%
Utility Tax - Telephone	\$0	\$0	\$0	\$0	\$0	0.0%
Utility Tax - Cable	\$0	\$0	\$0	\$0	\$0	0.0%
Leasehold Excise Tax Revenue	\$0	\$95	\$0	\$212	-\$212	-100.0%
Timber Excise Tax	\$0	\$0	\$0	\$9	-\$9	-100.0%
001-000-000-31 Total	\$2,687,690	\$2,896,534	\$2,918,796	\$1,636,265	\$1,282,531	43.9%
Conditional Use Permit	\$3,820	\$6,330	\$6,330	\$0	\$6,330	100.0%
Temporary Use Permit	\$2,827	\$915	\$2,827	\$1,085	\$1,742	61.6%
Sign Permit	\$1,142	\$0	\$0	\$35	-\$35	-100.0%
Cable Franchise Fees	\$175,000	\$187,534	\$183,000	\$93,055	\$89,945	49.2%
Business Licensing	\$29,945	\$37,689	\$29,000	\$21,460	\$7,540	26.0%
Building Permit	\$260,000	\$492,622	\$310,000	\$328,698	-\$18,698	-6.0%
Mechanical Permit	\$40,000	\$56,802	\$60,000	\$49,650	\$10,351	17.3%
Plumbing Permit	\$60,000	\$64,653	\$67,000	\$65,045	\$1,955	2.9%
Conditional Use Permit	\$14,000	\$0	\$0	\$0	\$0	0.0%
Temporary Use Permit	\$500	\$0	\$0	\$0	\$0	0.0%
Other/Miscellaneous Permits	\$2,000	\$1,571	\$2,000	\$0	\$2,000	100.0%
001-000-000-32 Total	\$589,234	\$848,116	\$660,157	\$559,028	\$101,129	15.3%
U.S. Dept. of Transp. Grant	\$0	\$0	\$0	\$0	\$0	0.0%
City Assistance	\$123,523	\$116,997	\$91,594	\$56,820	\$34,774	38.0%
Local Criminal Justice - Pop.	\$3,000	\$2,752	\$3,028	\$1,477	\$1,551	51.2%
Criminal Justice-Contract Svs.	\$16,000	\$16,992	\$16,582	\$9,131	\$7,451	44.9%
Criminal Justice-Special Prog.	\$10,000	\$9,990	\$10,758	\$5,350	\$5,408	50.3%

Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$	Variance %
Marijuana Enforcement	\$8	\$0	\$8	\$0	\$8	100.0%
DUI Cities	\$1,500	\$1,475	\$1,458	\$770	\$688	47.2%
Liquor Excise Tax	\$45,000	\$46,924	\$46,397	\$26,367	\$20,030	43.2%
Liquor Board Profits	\$90,000	\$82,191	\$82,446	\$43,174	\$39,272	47.6%
L & I Internship	\$2,188	\$0	\$2,188	\$0	\$2,188	100.0%
001-000-000-33 Total	\$291,219	\$277,323	\$254,459	\$143,088	\$111,371	43.8%
Duplication Services	\$500	\$234	\$8,200	\$3	\$8,197	100.0%
Publication Services	\$0	\$16,800	\$0	\$6,000	-\$6,000	-100.0%
Engineering Fees	\$290,000	\$0	\$0	\$0	\$0	0.0%
Law Enforcement Services	\$0	\$0	\$0	\$0	\$0	0.0%
Zoning & Subdivision Fees & Services	\$500	\$0	\$0	\$0	\$0	0.0%
Final Short Plat	\$3,500	\$4,305	\$3,000	\$2,870	\$130	4.3%
Preliminary Short Plat	\$10,000	\$7,900	\$5,500	\$14,460	-\$8,960	-162.9%
Clearing and Grading	\$4,000	\$5,651	\$3,000	\$965	\$2,035	67.8%
Preliminary Subdivision	\$35,000	\$36,880	\$17,000	\$4,920	\$12,080	71.1%
Boundary Line Adjustment	\$5,000	\$10,710	\$5,000	\$3,825	\$1,175	23.5%
Final Subdivision	\$5,000	\$4,700	\$4,700	\$4,700	\$0	0.0%
Binding Site Plan - Admin.	\$0	\$1,435	\$1,400	\$0	\$1,400	100.0%
Plan Review & Inspection Fees & Services	\$240,000	\$454,193	\$350,000	\$192,567	\$157,433	45.0%
Planning Review Fee	\$0	\$6,957	\$6,900	\$4,038	\$2,862	41.5%
Inspection Fee	\$0	\$710	\$500	\$350	\$150	30.0%
Stormwater Inspection	\$0	\$19,631	\$15,000	\$6,900	\$8,100	54.0%
Energy Code Review	\$15,000	\$22,512	\$20,000	\$19,378	\$623	3.1%
Traffic Eng-Peer Review Fees	\$0	\$33,501	\$0	\$9,725	-\$9,725	-100.0%
TIF Administrative Fees	\$20,000	\$32,065	\$25,000	\$53,733	-\$28,733	-114.9%
Concurrency Fees	\$0	\$0	\$0	\$10,548	-\$10,548	-100.0%
Other/Environmental Review Fees & Services	\$0	\$48,696	\$50,000	\$44,988	\$5,012	10.0%
SW Engineering/Plan Review Fees	\$20,000	\$10,485	\$16,000	\$12,660	\$3,340	20.9%
SEPA - Major	\$28,000	\$65,598	\$45,000	\$9,920	\$35,080	78.0%
Posting Sign Fee	\$1,000	\$1,260	\$1,000	\$840	\$160	16.0%

Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$	Variance %
SW Administrative Fee	\$0	\$200	\$0	\$0	\$0	0.0%
Design Standards Review	\$15,000	\$37,925	\$40,000	\$1,025	\$38,975	97.4%
Pre-Dev. Conference	\$20,000	\$15,490	\$13,000	\$11,970	\$1,030	7.9%
Comp Plan Amendment	\$0	\$11,020	\$0	\$0	\$0	0.0%
Right of Way Permit	\$0	\$250	\$61,000	\$35,451	\$25,549	41.9%
Driveway Access Review Fee	\$2,000	\$4,625	\$4,000	\$1,000	\$3,000	75.0%
Site Development	\$30,000	\$54,870	\$43,000	\$5,820	\$37,180	86.5%
Traffic Engineering Fee	\$0	\$27,618	\$30,000	\$0	\$30,000	100.0%
Admin Interpretation/Decision	\$0	\$0	\$0	\$0	\$0	0.0%
Administrative Variance	\$0	\$0	\$0	\$0	\$0	0.0%
Building Permit Ext.	\$0	\$742	\$0	\$0	\$0	0.0%
Pre-Application - Minor	\$0	\$985	\$0	\$985	-\$985	-100.0%
Billable Staff Time	\$0	\$3,905	\$0	\$430	-\$430	-100.0%
Hearing Examiner Reconsider	\$0	\$4,135	\$0	\$0	\$0	0.0%
Subdivision Community Meeting	\$0	\$1,280	\$0	\$0	\$0	0.0%
Critical Areas Checklist	\$0	\$630	\$0	\$315	-\$315	-100.0%
Developer Agreement	\$0	\$0	\$0	\$0	\$0	0.0%
Site Plan Review	\$0	\$0	\$0	\$1,750	-\$1,750	-100.0%
Critical Areas Review	\$0	\$90	\$0	\$45	-\$45	-100.0%
Edgemont Park Facility Fee	\$2,150	\$2,200	\$2,400	\$1,270	\$1,130	47.1%
001-000-000-34 Total	\$746,650	\$950,187	\$770,600	\$463,449	\$307,151	39.9%
Restitution - Investigative Fund Assess	\$0	\$152	\$0	\$125	-\$125	0.0%
001-000-000-35 Total	\$0	\$152	\$0	\$125	-\$125	-100.0%
Interest Savings Account	\$0	\$358	\$0	\$2,128	-\$2,128	-100.0%
Investment Pool Interest	\$5,000	\$6,213	\$6,500	\$1,486	\$5,014	77.1%
Interest on Property Tax	\$0	\$0	\$0	\$0	\$0	0.0%
Interest Income - Bonds	\$0	\$0	\$0	\$0	\$0	0.0%
Other Interest	\$500	\$858	\$750	\$700	\$50	6.7%
Interest on Interfund Loan	\$693	\$780	\$0	\$0	\$0	0.0%
Facilities Rental - Mtg Rm & Com Rm Rental	\$0	\$0	\$0	\$0	\$0	0.0%
Facilities Rental - Long Term	\$0	\$0	\$0	\$8,400	-\$8,400	-100.0%

Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$	Variance %
Sale of Surplus Equipment	\$0	\$200	\$0	\$0	\$0	0.0%
Cashier Over/Short	\$0	\$0	\$0	\$0	\$0	0.0%
NSF Returned Check Fee	\$0	\$160	\$40	\$40	\$0	0.0%
Reimbursement of City Expenses	\$0	\$28,180	\$3,800	\$7,443	-\$3,643	-95.9%
Misc. Revenue	\$0	\$202	\$182	\$246	-\$64	-35.2%
001-000-000-36 Total	\$6,193	\$36,952	\$11,272	\$20,442	-\$9,170	-81.4%
Interfund Loan Received/Repaid	\$400,000	\$400,000	\$0	\$0	\$0	0.0%
001-000-000-38 Total	\$400,000	\$400,000	\$0	\$0	\$0	0.0%
Assignment of Funds	\$0	\$0	\$0	\$0	\$0	0.0%
State Building Code Fee	\$0	\$0	\$0	\$0	\$0	0.0%
Animal Licenses	\$0	\$0	\$0	\$0	\$0	0.0%
Fire Plan Review	\$0	\$0	\$0	\$0	\$0	0.0%
001-086-000-38 Total	\$0	\$0	\$0	\$0	\$0	0.0%
Fund Total	\$6,155,985	\$6,772,733	\$4,615,284	\$2,822,397	\$1,792,887	38.8%
Beginning Reserved Fund Balance	\$1,000,003	\$1,002,519	\$1,009,636	\$1,009,636	\$0	0.0%
005-000-000-30 Total	\$1,000,003	\$1,002,519	\$0	\$0	\$0	0.0%
Investment Pool Interest	\$500	\$1,380	\$221	\$0	\$221	100.0%
Interest Income - Bonds	\$1,500	\$5,738	\$7,500	\$5,738	\$1,763	23.5%
005-000-000-36 Total	\$2,000	\$7,117	\$7,721	\$5,738	\$1,984	25.7%
Fund Total	\$1,002,003	\$1,009,636	\$7,721	\$5,738	\$1,984	25.7%
Beginning Fund Balance	\$0	\$0	\$0	\$0	\$0	0.0%
Beginning Reserved Fund Balance	\$125,000	\$258,165	\$359,293	\$359,293	\$0	0.0%
101-000-000-30 Total	\$125,000	\$258,165	\$0	\$0	\$0	0.0%
Received from ETB - Veh License Fees	\$0	\$193,466	\$0	\$103,208	-\$103,208	-100.0%
101-000-000-31 Total	\$0	\$193,466	\$0	\$103,208	-\$103,208	-100.0%
Street Vacation	\$0	\$0	\$0	\$0	\$0	0.0%
Right-of-Way Permit	\$0	\$75,519	\$0	-\$692	\$692	-100.0%
101-000-000-32 Total	\$0	\$75,519	\$0	-\$692	\$692	-100.0%
Multimodal Transpo City	\$0	\$10,235	\$0	\$7,332	-\$7,332	-100.0%
MV Fuel Tax-City Streets	\$217,000	\$24,752	\$226,323	\$6,416	\$219,907	97.2%

Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$	Variance %
MVFT Refund Cities	\$0	\$186,080	\$0	\$102,855	-\$102,855	-100.0%
101-000-000-33 Total	\$217,000	\$221,067	\$226,323	\$116,603	\$109,720	48.5%
Road/Street Services (TBD Work)	\$168,000	\$1,861	\$190,000	\$168	\$189,833	99.9%
Traffic Eng. Peer Review	\$0	\$0	\$0	\$0	\$0	0.0%
Admin. Fee - Traffic Eng.	\$0	\$441	\$0	\$221	-\$221	-100.0%
101-000-000-34 Total	\$168,000	\$2,302	\$190,000	\$388	\$189,612	99.8%
Investment Pool Interest	\$26	\$243	\$195	\$0	\$195	100.0%
101-000-000-36 Total	\$26	\$243	\$195	\$0	\$195	100.0%
Oper. Trn. - MCR-REET2	\$0	\$220,000	\$0	\$0	\$0	0.0%
101-000-000-39 Total	\$0	\$220,000	\$0	\$0	\$0	0.0%
Fund Total	\$510,026	\$970,762	\$416,518	\$219,506	\$197,012	47.3%
Beginning Reserved Fund Balance	\$700,000	\$851,654	\$1,327,156	\$1,327,156	\$0	0.0%
110-000-000-30 Total	\$700,000	\$851,654	\$0	\$0	\$0	0.0%
Park Impact Fee	\$200,000	\$477,260	\$440,000	\$570,198	-\$130,198	-29.6%
110-000-000-34 Total	\$200,000	\$477,260	\$440,000	\$570,198	-\$130,198	-29.6%
Investment Pool Interest	\$46	\$421	\$335	\$0	\$335	100.0%
110-000-000-36 Total	\$46	\$421	\$335	\$0	\$335	100.0%
Fund Total	\$900,046	\$1,329,335	\$440,335	\$570,198	-\$129,863	-29.5%
Beginning Reserved Fund Balance	\$425,090	\$564,443	\$1,212,078	\$1,212,078	\$0	0.0%
111-000-000-30 Total	\$425,090	\$564,443	\$0	\$0	\$0	0.0%
Traffic Mitigation Impact Fees	\$269,279	\$647,635	\$560,000	\$1,079,067	-\$519,067	-92.7%
111-000-000-34 Total	\$269,279	\$647,635	\$560,000	\$1,079,067	-\$519,067	-92.7%
Investment Pool Interest	\$8	\$0	\$8	\$0	\$8	100.0%
111-000-000-36 Total	\$8	\$0	\$8	\$0	\$8	100.0%
Fund Total	\$694,377	\$1,212,078	\$560,008	\$1,079,067	-\$519,059	-92.7%
Beginning Reserved Fund Balance	\$33,389	\$100,280	\$458,239	\$458,239	\$0	0.0%
130-000-000-30 Total	\$33,389	\$100,280	\$0	\$0	\$0	0.0%
Real Estate Excise Tax (REET1)	\$250,000	\$372,890	\$340,000	\$237,494	\$102,506	30.1%
130-000-000-31 Total	\$250,000	\$372,890	\$340,000	\$237,494	\$102,506	30.1%
Investment Pool Interest	\$7	\$68	\$60	\$0	\$60	100.0%

Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$	Variance %
130-000-000-36 Total	\$7	\$68	\$60	\$0	\$60	100.0%
Fund Total	\$283,396	\$473,238	\$340,060	\$237,494	\$102,566	30.2%
Beginning Reserved Fund Balance	\$78,936	\$145,536	\$0	\$0	\$0	0.0%
132-000-000-30 Total	\$78,936	\$145,536	\$0	\$0	\$0	0.0%
Real Estate Excise Tax (REET 2)	\$250,000	\$372,890	\$340,000	\$237,493	\$102,507	30.1%
132-000-000-31 Total	\$250,000	\$372,890	\$340,000	\$237,493	\$102,507	30.1%
Investment Pool Interest	\$24	\$221	\$176	\$0	\$176	100.0%
132-000-000-36 Total	\$24	\$221	\$176	\$0	\$176	100.0%
Fund Total	\$328,960	\$518,647	\$340,176	\$237,493	\$102,683	30.2%
Beginning Reserved Fund Balance	\$0	\$10,723	\$0	\$0	\$0	0.0%
201-000-000-30 Total	\$0	\$10,723	\$0	\$0	\$0	0.0%
Oper. Trn. - General Fund	\$186,063	\$136,063	\$119,938	\$0	\$119,938	100.0%
Transfer In - Sewer	\$123	\$123	\$123	\$0	\$123	100.0%
Transfer In - Surface Water	\$12,044	\$12,044	\$12,044	\$0	\$12,044	100.0%
Oper. Trn. - MCR-REET1	\$203,690	\$253,690	\$359,895	\$0	\$359,895	100.0%
201-000-000-39 Total	\$401,920	\$401,920	\$492,000	\$0	\$492,000	100.0%
Fund Total	\$401,920	\$412,643	\$492,000	\$0	\$492,000	100.0%
Beginning Reserved Fund Balance	\$132,250	\$141,680	\$0	\$0	\$0	0.0%
310-000-000-30 Total	\$132,250	\$141,680	\$0	\$0	\$0	0.0%
Investment Pool Interest	\$27	\$319	\$254	\$0	\$254	100.0%
310-000-000-36 Total	\$27	\$319	\$254	\$0	\$254	100.0%
Oper. Trn. - PIF	\$100,000	\$0	\$0	\$0	\$0	0.0%
Oper. Trn. - SWM	\$10,000	\$15,000	\$0	\$0	\$0	0.0%
310-000-000-39 Total	\$110,000	\$15,000	\$0	\$0	\$0	0.0%
Fund Total	\$242,277	\$156,999	\$254	\$0	\$254	100.0%
Beginning Reserved Fund Balance	\$12,011	\$9,294	\$0	\$0	\$0	0.0%
340-000-000-30 Total	\$12,011	\$9,294	\$0	\$0	\$0	0.0%
STPUL HLP 3290(010) Jovita	\$0	\$0	\$0	\$0	\$0	0.0%
Seismic Walls Grant						
State Grant - WSDOT	\$415,857	\$415,857	\$0	\$0	\$0	0.0%

Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$	Variance %
State TIB Grant	\$0	\$21,879	\$0	\$0	\$0	0.0%
340-000-000-33 Total	\$415,857	\$437,736	\$0	\$0	\$0	0.0%
Interfund Loan Received	\$0	\$0	\$0	\$0	\$0	0.0%
340-000-000-38 Total	\$0	\$0	\$0	\$0	\$0	0.0%
Oper. Trn. - General Fund	\$0	\$24,000	\$0	\$0	\$0	0.0%
340-000-000-39 Total	\$0	\$24,000	\$0	\$0	\$0	0.0%
Fund Total	\$427,868	\$471,030	\$0	\$0	\$0	0.0%
Beginning Reserved Fund Balance	\$0	\$250,000	\$0	\$0	\$0	0.0%
341-000-000-30 Total	\$0	\$250,000	\$0	\$0	\$0	0.0%
Fund Total	\$0	\$250,000	\$0	\$0	\$0	0.0%
Beginning Reserved Fund Balance	\$1,811	\$1,811	\$0	\$0	\$0	0.0%
350-000-000-30 Total	\$1,811	\$1,811	\$0	\$0	\$0	0.0%
Interfund Loan Received	\$0	\$0	\$2	\$0	\$2	100.0%
350-000-000-38 Total	\$0	\$0	\$2	\$0	\$2	100.0%
Fund Total	\$1,811	\$1,811	\$2	\$0	\$2	100.0%
Beginning Reserved Fund Balance	\$26,758	\$32,503	\$0	\$0	\$0	0.0%
401-000-000-30 Total	\$26,758	\$32,503	\$0	\$0	\$0	0.0%
Sewer Revenue	\$15,000	\$32,091	\$35,000	\$26,612	\$8,388	24.0%
401-000-000-34 Total	\$15,000	\$32,091	\$35,000	\$26,612	\$8,388	24.0%
Fund Total	\$41,758	\$64,594	\$35,000	\$26,612	\$8,388	24.0%
Beginning Reserved Fund Balance	\$979,806	\$696,251	\$0	\$0	\$0	0.0%
410-000-000-30 Total	\$979,806	\$696,251	\$0	\$0	\$0	0.0%
Dept of Ecology Grant Revenue	\$25,000	\$25,000	\$25,000	\$36,860	-\$11,860	-47.4%
Opportunity Fund Project Revenue	\$10,961	\$10,961	\$0	\$0	\$0	0.0%
410-000-000-33 Total	\$35,961	\$35,961	\$25,000	\$36,860	-\$11,860	-47.4%
Surface Water Fees	\$661,550	\$661,219	\$760,000	\$501,217	\$258,783	34.1%
Storm Drainage Fees & Charges	\$0	\$0	\$0	\$0	\$0	0.0%
SW Plan Reviews	\$0	\$25,170	\$0	\$0	\$0	0.0%
410-000-000-34 Total	\$661,550	\$686,389	\$760,000	\$501,217	\$258,783	34.1%

Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$	Variance %
Investment Pool Interest	\$161	\$1,486	\$2,000	\$0	\$2,000	100.0%
Interest Earnings - Bond	\$1,175	\$0	\$0	\$0	\$0	0.0%
410-000-000-36 Total	\$1,337	\$1,486	\$2,000	\$0	\$2,000	100.0%
Fund Total	\$1,678,654	\$1,420,087	\$787,000	\$538,077	\$248,923	31.6%
Beginning Reserved Fund Balance	\$520,833	\$2,415,049	\$0	\$0	\$0	0.0%
411-000-000-30 Total	\$520,833	\$2,415,049	\$0	\$0	\$0	0.0%
LID No. 1 Penalties Received	\$79,936	\$49,213	\$76,075	\$58,713	\$17,362	22.8%
411-000-000-35 Total	\$79,936	\$49,213	\$76,075	\$58,713	\$17,362	22.8%
Investment Pool Interest	\$1,144	\$10,533	\$3,080	\$0	\$3,080	100.0%
LID No. 1 Interest Received	\$610,341	\$485,098	\$487,523	\$254,250	\$233,273	47.8%
LID #1 Principal Received	\$4,203,638	\$2,310,639	\$676,401	\$399,117	\$277,284	41.0%
Misc. Revenue	\$0	\$0	\$0	\$2,500	-\$2,500	0.0%
411-000-000-36 Total	\$4,815,123	\$2,806,271	\$1,167,004	\$655,867	\$511,137	43.8%
Fund Total	\$5,415,892	\$5,270,533	\$1,243,079	\$714,580	\$528,499	42.5%
Beginning Reserved Fund Balance	\$236,232	\$236,232	\$0	\$0	\$0	0.0%
412-000-000-30 Total	\$236,232	\$236,232	\$0	\$0	\$0	0.0%
Transfer In - Temp. LID Fund	\$0	\$118,116	\$0	\$0	\$0	0.0%
412-000-000-39 Total	\$0	\$118,116	\$0	\$0	\$0	0.0%
Fund Total	\$236,232	\$354,348	\$0	\$0	\$0	0.0%
Beginning Reserved Fund Balance	\$50,377	\$53,058	\$0	\$0	\$0	0.0%
501-000-000-30 Total	\$50,377	\$53,058	\$0	\$0	\$0	0.0%
Investment Pool Interest	\$65	\$598	\$500	\$0	\$500	100.0%
Comcast PEG Fees	\$0	\$17,873	\$43,000	\$3,017	\$39,983	93.0%
501-000-000-36 Total	\$65	\$18,471	\$43,500	\$3,017	\$40,483	93.1%
Oper. Trn. - In	\$0	\$0	\$0	\$0	\$0	0.0%
501-000-000-39 Total	\$0	\$0	\$0	\$0	\$0	0.0%
Fund Total	\$50,442	\$71,529	\$43,500	\$3,017	\$40,483	93.1%
Beginning Reserved Fund Balance	\$0	\$0	\$0	\$0	\$0	0.0%
630-000-000-30 Total	\$0	\$0	\$0	\$0	\$0	0.0%

Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$	Variance %
Transportation Benefit Dist Vehicle Fee	\$146,000	\$0	\$0	\$0	\$0	0.0%
630-000-000-31 Total	\$146,000	\$0	\$0	\$0	\$0	0.0%
Fund Total	\$146,000	\$0	\$0	\$0	\$0	0.0%
Beginning Reserved Fund Balance	\$0	\$116,442	\$0	\$0	\$0	0.0%
640-000-000-30 Total	\$0	\$116,442	\$0	\$0	\$0	0.0%
Assignment of Funds-Deposits in Lieu of Bond	\$0	\$178,895	\$0	\$37,037	-\$37,037	-100.0%
640-000-000-38 Total	\$0	\$178,895	\$0	\$37,037	-\$37,037	-100.0%
Fund Total	\$0	\$295,337	\$0	\$37,037	-\$37,037	-100.0%
Beginning Reserved Fund Balance	\$0	\$45,868	\$0	\$0	\$0	0.0%
642-000-000-30 Total	\$0	\$45,868	\$0	\$0	\$0	0.0%
Retainage-Contractor	\$0	\$213	\$0	\$0	\$0	0.0%
642-000-000-38 Total	\$0	\$213	\$0	\$0	\$0	0.0%
Fund Total	\$0	\$46,081	\$0	\$0	\$0	0.0%
Beginning Reserved Fund Balance	\$0	\$700	\$0	\$0	\$0	0.0%
650-000-000-30 Total	\$0	\$700	\$0	\$0	\$0	0.0%
Sign Deposit	\$0	\$0	\$0	\$0	\$0	0.0%
Suspense	\$0	\$41	\$0	\$1,827	-\$1,827	-100.0%
State Building Code Fee	\$0	\$1,206	\$0	\$917	-\$917	-100.0%
Animal Licenses	\$0	\$3,185	\$0	\$1,758	-\$1,758	-100.0%
Fire Plan Review	\$0	\$29,785	\$0	\$14,150	-\$14,150	-100.0%
650-000-000-38 Total	\$0	\$34,217	\$0	\$18,652	-\$18,652	-100.0%
Fund Total	\$0	\$34,917	\$0	\$18,652	-\$18,652	-100.0%
Grand Total	\$18,517,648	\$21,136,338	\$9,320,937	\$6,509,868	\$2,811,069	30.2%

2ND QUARTER FINANCIAL POSITION BUDGET TO ACTUAL - EXPENSES

Account Number	Description	Budget 2017	Actual 2017	Budget 2018	Actual 2018	Variance \$
001-000-000-508-00-00-01	Ending Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	001-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-552-40-51-00	L&I Internship Training expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	001-000-000-55 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-581-10-00-00	Interfund Loan Made	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	001-000-000-58 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-597-00-00-03	Oper. Trn.-Equip Rep	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-000-000-597-00-00-10	Oper. Trn. - Civic Center	\$0.00	\$136,063.00	\$0.00	\$0.00	\$0.00
	001-000-000-59 Total	\$0.00	\$136,063.00	\$0.00	\$0.00	\$0.00
001-011-000-511-60-10-99	Allocated Labor	\$0.00	\$51,266.78	\$0.00	\$0.00	\$0.00
001-011-000-511-60-11-01	Salaries and Wages	\$50,400.00	\$0.00	\$52,500.00	\$0.00	(\$52,500.00)
001-011-000-511-60-20-99	Allocated Benefits	\$0.00	\$21,030.13	\$0.00	\$0.00	\$0.00
001-011-000-511-60-21-01	Medicare	\$795.00	\$0.00	\$824.00	\$0.00	(\$824.00)
001-011-000-511-60-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-011-000-511-60-21-07	Labor & Industries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-011-000-511-60-30-99	Allocated Goods	\$0.00	\$1,136.14	\$0.00	\$0.00	\$0.00
001-011-000-511-60-31-01	Office & Operational Supplies	\$400.00	\$77.48	\$400.00	\$0.00	(\$400.00)
001-011-000-511-60-31-05	Supplies-Misc	\$500.00	\$284.50	\$0.00	\$0.00	\$0.00
001-011-000-511-60-40-99	Allocated Services	\$0.00	\$27,654.55	\$0.00	\$0.00	\$0.00
001-011-000-511-60-41-01	Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-011-000-511-60-43-01	Travel/Training Costs	\$750.00	\$0.00	\$750.00	\$183.36	(\$566.64)
001-011-000-511-60-43-02	Lodging Charges	\$750.00	\$0.00	\$750.00	\$0.00	(\$750.00)
001-011-000-511-60-43-03	Mileage Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-011-000-511-60-43-04	Meals Expense	\$250.00	\$101.28	\$750.00	\$0.00	(\$750.00)
001-011-000-511-60-49-01	Memberships	\$150.00	\$50.00	\$150.00	\$0.00	(\$150.00)
001-011-000-511-60-49-03	Registration	\$500.00	\$0.00	\$500.00	\$0.00	(\$500.00)
001-011-000-511-60-49-04	Subscriptions	\$400.00	\$27.44	\$400.00	\$0.00	(\$400.00)
	001-011-000-51 Total	\$54,895.00	\$101,628.30	\$57,024.00	\$183.36	(\$56,840.64)
001-011-000-594-11-64-01	Office Furniture	\$35,974.00	\$0.00	\$0.00	\$0.00	\$0.00

	001-011-000-59 Total	\$35,974.00	\$0.00	\$0.00	\$0.00	\$0.00
001-013-000-513-10-10-99	Allocated Labor	\$0.00	\$121,901.00	\$0.00	\$0.00	\$0.00
001-013-000-513-10-11-01	Salaries and Wages	\$119,970.71	\$0.00	\$64,728.00	\$0.00	(\$64,728.00)
001-013-000-513-10-20-99	Allocated Benefits	\$0.00	\$50,004.96	\$0.00	\$0.00	\$0.00
001-013-000-513-10-21-01	Medicare	\$39,272.40	\$0.00	\$19,383.15	\$0.00	(\$19,383.15)
001-013-000-513-10-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-013-000-513-10-21-07	Labor & Industries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-013-000-513-10-21-10	Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-013-000-513-10-30-99	Allocated Goods	\$0.00	\$2,701.50	\$0.00	\$0.00	\$0.00
001-013-000-513-10-31-05	Supplies-Misc	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
001-013-000-513-10-40-99	Allocated Services	\$0.00	\$65,756.37	\$0.00	\$0.00	\$0.00
001-013-000-513-10-43-01	Travel/Training Costs	\$1,500.00	\$50.00	\$1,500.00	\$33.96	(\$1,466.04)
001-013-000-513-10-43-02	Lodging Charges	\$750.00	\$330.44	\$750.00	\$0.00	(\$750.00)
001-013-000-513-10-43-03	Mileage Reimbursement	\$250.00	\$313.51	\$250.00	\$163.50	(\$86.50)
001-013-000-513-10-43-04	Meals Expense	\$350.00	\$771.34	\$850.00	\$302.60	(\$547.40)
001-013-000-513-10-43-05	Parking	\$150.00	\$0.00	\$150.00	\$0.00	(\$150.00)
001-013-000-513-10-49-01	Memberships	\$160.00	\$0.00	\$160.00	\$0.00	(\$160.00)
001-013-000-513-10-49-03	Registration	\$250.00	\$400.00	\$250.00	\$0.00	(\$250.00)
001-013-000-513-10-49-04	Subscriptions	\$50.00	\$0.00	\$50.00	\$0.00	(\$50.00)
	001-013-000-51 Total	\$163,203.11	\$242,229.12	\$88,071.15	\$500.06	(\$87,571.09)
001-013-000-594-13-64-01	Office Furniture	\$85,537.62	\$0.00	\$0.00	\$0.00	\$0.00
	001-013-000-59 Total	\$85,537.62	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-511-30-41-02	Legal Publications	\$5,000.00	\$5,309.08	\$5,000.00	\$1,831.40	(\$3,168.60)
001-014-000-511-30-41-03	COE Permits to COE	\$0.00	\$22,750.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-10-99	Allocated Labor	\$0.00	\$161,775.16	\$0.00	\$0.00	\$0.00
001-014-000-514-20-11-01	Salaries and Wages	\$99,570.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-20-99	Allocated Benefits	\$0.00	\$66,361.72	\$0.00	\$0.00	\$0.00
001-014-000-514-20-21-01	Medicare	\$44,703.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-21-05	PERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-21-07	Labor & Industries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-21-08	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-21-10	Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-30-99	Allocated Goods	\$0.00	\$3,585.16	\$0.00	\$0.00	\$0.00

001-014-000-514-20-31-01	Office & Operational Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-31-05	Supplies-Misc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-40-99	Allocated Services	\$0.00	\$87,265.46	\$0.00	\$0.00	\$0.00
001-014-000-514-20-41-01	Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-20-42-05	Bank & Bond Fees	\$0.00	\$802.00	\$0.00	\$266.58	\$266.58
001-014-000-514-20-43-01	Training & Travel Costs	\$3,500.00	\$1,436.94	\$0.00	\$2,751.53	\$2,751.53
001-014-000-514-20-43-02	Lodging Charges	\$0.00	\$384.33	\$0.00	\$406.54	\$406.54
001-014-000-514-20-43-03	Mileage Reimbursement	\$250.00	\$84.95	\$0.00	\$137.23	\$137.23
001-014-000-514-20-43-04	Meals Expense	\$0.00	\$475.79	\$0.00	\$122.85	\$122.85
001-014-000-514-20-49-01	Memberships	\$350.00	\$125.00	\$0.00	\$824.87	\$824.87
001-014-000-514-20-49-03	Registration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-23-41-01	Accounting & Auditing Services	\$0.00	\$3,003.10	\$12,800.00	\$0.00	(\$12,800.00)
001-014-000-514-30-11-01	Salaries & Wages	\$59,381.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-21-01	Medicare	\$30,689.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-21-05	PERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-21-07	Labor & Industries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-21-08	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-21-10	Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-31-01	Operational Supplies	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-31-05	Supplies-Misc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-41-01	Professional Services	\$1,500.00	\$6,841.08	\$0.00	\$932.64	\$932.64
001-014-000-514-30-42-06	Website Services	\$0.00	\$350.00	\$0.00	\$350.00	\$350.00
001-014-000-514-30-43-01	Training & Travel Costs	\$200.00	\$99.00	\$0.00	\$788.15	\$788.15
001-014-000-514-30-43-02	Lodging	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-43-03	Mileage Reimbursement	\$150.00	\$128.40	\$0.00	\$0.00	\$0.00
001-014-000-514-30-43-04	Meals Expense	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-44-01	Legal Publication	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-30-49-01	Memberships	\$480.00	\$379.00	\$0.00	\$210.00	\$210.00
001-014-000-514-30-49-03	Registration	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-514-40-51-01	Election Costs	\$4,000.00	\$5,715.00	\$0.00	\$0.00	\$0.00
001-014-000-514-90-51-01	Voter Registration	\$18,500.00	\$15,504.09	\$0.00	\$20,643.00	\$20,643.00
001-014-000-518-10-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-518-10-49-01	Memberships	\$0.00	\$185.00	\$0.00	\$0.00	\$0.00

001-014-000-518-80-31-01	IT Operating Supplies	\$1,296.00	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-518-80-41-01	Contracted IT Services	\$26,000.00	\$24,295.20	\$26,780.00	\$8,528.26	(\$18,251.74)
001-014-000-518-80-41-02	Web Site Services	\$4,500.00	\$2,100.00	\$2,200.00	\$0.00	(\$2,200.00)
001-014-000-518-80-48-01	IT Repair & Maintenance	\$5,000.00	\$0.00	\$5,000.00	\$0.00	(\$5,000.00)
001-014-000-518-80-49-03	Computer Subscriptions	\$13,518.00	\$44,997.80	\$41,084.00	\$33,507.34	(\$7,576.66)
	001-014-000-51 Total	\$320,487.00	\$453,953.26	\$92,864.00	\$71,300.39	(\$21,563.61)
001-014-000-594-14-64-01	Office Furniture	\$71,148.12	\$0.00	\$0.00	\$0.00	\$0.00
001-014-000-594-14-64-02	Central File Equipment	\$32,679.20	\$9,420.87	\$0.00	\$0.00	\$0.00
001-014-000-594-14-64-03	Software - Computer	\$42,369.00	\$0.00	\$0.00	\$0.00	\$0.00
	001-014-000-59 Total	\$146,196.32	\$9,420.87	\$0.00	\$0.00	\$0.00
001-015-000-515-41-41-01	Legal Services-External	\$140,000.00	\$104,748.89	\$110,000.00	\$86,146.68	(\$23,853.32)
001-015-000-515-41-41-14	Hearing Examiner Legal Fees	\$25,000.00	\$18,281.02	\$25,000.00	\$516.00	(\$24,484.00)
001-015-000-515-41-41-15	Code Enforcement Legal Fees	\$15,000.00	\$0.00	\$15,000.00	\$0.00	(\$15,000.00)
	001-015-000-51 Total	\$180,000.00	\$123,029.91	\$150,000.00	\$86,662.68	(\$63,337.32)
001-018-000-512-50-51-01	Court Services	\$22,000.00	\$13,500.00	\$24,000.00	\$9,000.00	(\$15,000.00)
001-018-000-518-10-11-01	Salaries & Wages	\$93,973.29	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-10-21-01	Medicare	\$44,745.87	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-10-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-10-21-05	PERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-10-21-07	Labor & Industries	\$0.00	(\$936.22)	\$0.00	\$0.00	\$0.00
001-018-000-518-10-21-08	Unemployment	\$0.00	\$2,060.56	\$0.00	\$0.00	\$0.00
001-018-000-518-10-21-10	Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-10-31-01	Operational Supplies	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-20-11-01	Salaries & Wages	\$0.00	\$1,139,261.70	\$1,082,733.00	\$609,460.45	(\$473,272.55)
001-018-000-518-20-21-01	Medicare	\$0.00	\$16,529.68	\$15,700.00	\$8,849.78	(\$6,850.22)
001-018-000-518-20-21-02	Social Security Replacement	\$0.00	\$63,405.84	\$67,129.00	\$34,887.21	(\$32,241.79)
001-018-000-518-20-21-05	PERS	\$0.00	\$112,458.32	\$131,604.00	\$66,993.08	(\$64,610.92)
001-018-000-518-20-21-07	Labor & Industries	\$0.00	\$9,012.47	\$18,089.00	\$7,596.49	(\$10,492.51)
001-018-000-518-20-21-08	Unemployment	\$0.00	\$8,340.28	\$19,489.00	\$6,743.91	(\$12,745.09)
001-018-000-518-20-21-10	Medical	\$0.00	\$258,504.62	\$293,518.00	\$145,143.39	(\$148,374.61)
001-018-000-518-20-31-01	Office & Operational Supplies	\$0.00	\$13,802.63	\$15,000.00	\$4,864.95	(\$10,135.05)
001-018-000-518-20-35-01	Small Tools/Minor Equipment	\$500.00	\$400.52	\$500.00	\$266.15	(\$233.85)
001-018-000-518-20-35-02	Office Furniture	\$0.00	\$1,078.10	\$1,200.00	\$0.00	(\$1,200.00)
001-018-000-518-20-41-01	Professional Service	\$12,800.00	\$2,966.36	\$0.00	\$17,212.79	\$17,212.79

001-018-000-518-20-42-01	Telephone Charges	\$0.00	\$1,497.86	\$0.00	\$705.19	\$705.19
001-018-000-518-20-42-02	Postage	\$7,000.00	\$4,731.99	\$7,000.00	\$2,479.18	(\$4,520.82)
001-018-000-518-20-43-01	Travel/Training Costs	\$0.00	\$1,113.25	\$0.00	\$130.15	\$130.15
001-018-000-518-20-45-03	Postage Meter Lease	\$870.00	\$852.95	\$870.00	\$426.96	(\$443.04)
001-018-000-518-20-45-06	Copier Lease	\$3,500.00	\$3,251.19	\$3,700.00	\$0.00	(\$3,700.00)
001-018-000-518-20-47-01	Electricity	\$45,000.00	\$52,720.37	\$45,000.00	\$22,643.10	(\$22,356.90)
001-018-000-518-20-47-02	Water	\$10,900.00	\$2,581.40	\$10,900.00	\$0.00	(\$10,900.00)
001-018-000-518-20-47-04	Sewer Charges	\$0.00	\$0.00	\$1,100.00	\$0.00	(\$1,100.00)
001-018-000-518-20-47-50	LID Interest Payment	\$0.00	\$28,894.21	\$0.00	\$0.00	\$0.00
001-018-000-518-20-47-60	LID Principal Payment	\$0.00	\$45,324.25	\$0.00	\$0.00	\$0.00
001-018-000-518-20-49-01	Memberships	\$0.00	\$628.00	\$0.00	\$0.00	\$0.00
001-018-000-518-20-49-05	Printing & Binding	\$25,000.00	\$20,728.07	\$25,000.00	\$9,830.01	(\$15,169.99)
001-018-000-518-20-49-11	City Employee Team Building	\$0.00	\$0.00	\$3,500.00	\$0.00	(\$3,500.00)
001-018-000-518-30-11-01	Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-30-21-01	Medicare	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-30-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-30-21-05	PERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-30-21-07	L&I	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-30-21-08	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-30-21-10	Medical	\$0.00	(\$0.03)	\$0.00	\$0.00	\$0.00
001-018-000-518-30-31-01	Office & Operational Supplies	\$0.00	\$2,325.45	\$0.00	\$0.00	\$0.00
001-018-000-518-30-32-01	Fuel	\$400.00	\$6,486.09	\$6,000.00	\$2,041.53	(\$3,958.47)
001-018-000-518-30-35-01	Small Tools/Minor Equip.	\$0.00	\$1,154.84	\$0.00	\$154.45	\$154.45
001-018-000-518-30-41-01	Professional Services	\$0.00	\$15,905.89	\$0.00	\$6,954.19	\$6,954.19
001-018-000-518-30-41-05	Alarm Monitoring	\$0.00	\$943.18	\$0.00	\$0.00	\$0.00
001-018-000-518-30-42-01	Telecommunications Charges	\$10,800.00	\$17,883.77	\$20,000.00	\$10,350.34	(\$9,649.66)
001-018-000-518-30-42-03	Postage	\$0.00	\$2,000.00	\$0.00	\$1,000.00	\$1,000.00
001-018-000-518-30-45-06	Copier Lease	\$5,000.00	\$6,873.98	\$2,500.00	\$5,061.93	\$2,561.93
001-018-000-518-30-45-07	Operating Permits	\$400.00	\$173.80	\$400.00	\$129.00	(\$271.00)
001-018-000-518-30-46-01	Alarm Monitoring	\$2,000.00	\$593.54	\$2,000.00	\$523.48	(\$1,476.52)
001-018-000-518-30-47-01	Electricity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-30-47-02	Water	\$0.00	\$3,806.01	\$0.00	\$2,717.50	\$2,717.50
001-018-000-518-30-47-04	Sewer Charges	\$1,100.00	\$883.69	\$0.00	\$194.26	\$194.26
001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$90,000.00	\$106,066.89	\$97,000.00	\$19,618.12	(\$77,381.88)

001-018-000-518-30-48-04	Repairs to Facility	\$0.00	\$0.00	\$0.00	\$4,121.25	\$4,121.25
001-018-000-518-30-48-06	Equipment Repairs	\$10,000.00	\$4,228.35	\$6,500.00	\$280.62	(\$6,219.38)
001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$0.00	\$7,978.95	\$0.00	\$898.01	\$898.01
001-018-000-518-30-51-03	Surface Water Charge	\$240.00	\$189.07	\$240.00	\$622.66	\$382.66
001-018-000-518-85-31-03	Computer Hardware	\$0.00	\$10,788.65	\$0.00	\$0.00	\$0.00
001-018-000-518-85-48-03	Computer Maintenance-Permitting SW	\$0.00	\$879.20	\$0.00	\$0.00	\$0.00
001-018-000-518-85-49-03	Computer Subscriptions	\$0.00	\$0.00	\$0.00	\$418.70	\$418.70
001-018-000-518-85-49-04	Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-518-90-10-99	Allocated Labor	\$0.00	(\$1,024,702.97)	\$0.00	\$0.00	\$0.00
001-018-000-518-90-20-99	Allocated Benefits	\$0.00	(\$428,547.21)	\$0.00	\$0.00	\$0.00
001-018-000-518-90-30-99	Allocated Goods	\$0.00	(\$23,152.07)	\$0.00	\$0.00	\$0.00
001-018-000-518-90-40-99	Allocated Services	\$0.00	(\$563,538.25)	\$0.00	\$0.00	\$0.00
001-018-000-518-90-46-50	WCIA Insurance Premium	\$48,095.92	\$46,477.00	\$56,175.00	\$68,136.00	\$11,961.00
001-018-000-518-90-49-51	Puget Sound Clean Air Dues	\$6,000.00	\$6,734.00	\$7,200.00	\$7,058.00	(\$142.00)
001-018-000-518-90-49-52	Puget Sound Regional Council	\$1,303.00	\$3,762.55	\$3,375.00	\$387.55	(\$2,987.45)
001-018-000-518-90-49-53	AWC Dues	\$6,268.00	\$6,382.00	\$6,764.00	\$6,968.00	\$204.00
001-018-000-518-90-49-55	Pierce County Regional Council	\$387.55	\$0.00	\$400.00	\$0.00	(\$400.00)
001-018-000-518-90-49-57	Chamber Dues	\$500.00	\$500.00	\$500.00	\$0.00	(\$500.00)
	001-018-000-51 Total	\$463,783.63	\$15,784.77	\$1,975,086.00	\$1,084,868.38	(\$890,217.62)
001-018-000-525-60-51-01	Emergency Services	\$8,421.02	\$8,274.75	\$9,000.00	\$4,428.50	(\$4,571.50)
	001-018-000-52 Total	\$8,421.02	\$8,274.75	\$9,000.00	\$4,428.50	(\$4,571.50)
001-018-000-554-30-51-01	Animal Control Services	\$38,719.10	\$43,961.30	\$49,495.00	\$20,362.44	(\$29,132.56)
	001-018-000-55 Total	\$38,719.10	\$43,961.30	\$49,495.00	\$20,362.44	(\$29,132.56)
001-018-000-591-18-79-01	LID NO. 1 Principal	\$45,324.25	\$0.00	\$45,324.25	\$0.00	(\$45,324.25)
001-018-000-591-18-82-01	LID Interest Payment	\$30,820.49	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-592-18-82-01	LID NO. 1 Interest	\$0.00	\$0.00	\$30,820.49	\$0.00	(\$30,820.49)
001-018-000-594-18-63-01	Cap Exp-City Hall Reader Board	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$16,500.00	\$0.00	\$0.00	\$1,538.32	\$1,538.32
001-018-000-594-18-64-03	Cap Exp-Computer Software	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00
001-018-000-594-18-64-05	Cap Exp-Council Chamber Video Equipment	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00
	001-018-000-59 Total	\$136,644.74	\$0.00	\$76,144.74	\$1,538.32	(\$74,606.42)
001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$0.00	\$0.00	\$0.00	\$14,140.38	\$14,140.38

	001-019-000-59 Total	\$0.00	\$0.00	\$0.00	\$14,140.38	\$14,140.38
001-021-000-521-10-49-01	Dues & Memberships	\$270.00	\$150.00	\$270.00	\$0.00	(\$270.00)
001-021-000-521-10-52-01	Intergov. Chemical Dependency	\$2,100.00	\$2,585.47	\$2,100.00	\$1,369.68	(\$730.32)
001-021-000-521-20-21-07	L&I Volunteers	\$100.00	\$16.31	\$100.00	\$0.00	(\$100.00)
001-021-000-521-20-31-01	Office & Operational Supplies	\$150.00	\$771.04	\$150.00	\$59.41	(\$90.59)
001-021-000-521-20-31-11	Signs	\$0.00	\$0.00	\$0.00	\$89.16	\$89.16
001-021-000-521-20-35-01	Small Tools/Minor Equipment	\$150.00	\$42.24	\$150.00	\$0.00	(\$150.00)
001-021-000-521-20-42-01	Telephone Charges	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00
001-021-000-521-20-43-02	Lodging	\$720.00	\$557.40	\$720.00	\$0.00	(\$720.00)
001-021-000-521-20-43-04	Meals Expense	\$200.00	\$145.00	\$200.00	\$25.00	(\$175.00)
001-021-000-521-20-49-01	Memberships	\$0.00	\$0.00	\$0.00	\$320.00	\$320.00
001-021-000-521-20-49-03	Registration	\$400.00	\$0.00	\$400.00	\$0.00	(\$400.00)
001-021-000-521-20-51-01	Police Services	\$1,960,615.00	\$1,859,249.95	\$2,010,095.55	\$1,004,888.52	(\$1,005,207.03)
001-021-000-521-20-51-02	Police Overtime	\$50,000.00	\$41,136.59	\$50,000.00	\$588.63	(\$49,411.37)
001-021-000-521-30-41-01	Crime Prevention-Professional Services	\$0.00	\$0.00	\$0.00	\$150.00	\$150.00
001-021-000-521-40-43-01	Training/Travel Costs	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00
001-021-000-521-50-48-03	Facilities-Maintenance/Repairs	\$4,094.83	\$4,094.83	\$0.00	\$0.00	\$0.00
001-021-000-521-70-35-01	Traffic Policing-Small Tools/Minor Equipment	\$0.00	\$0.00	\$0.00	\$1,533.11	\$1,533.11
001-021-000-523-60-51-01	Jail Services	\$17,500.00	\$16,880.30	\$17,500.00	\$14,351.80	(\$3,148.20)
	001-021-000-52 Total	\$2,036,299.83	\$1,925,929.13	\$2,081,685.55	\$1,023,375.31	(\$1,058,310.24)
001-058-000-558-50-10-99	Allocated Labor	\$0.00	\$222,156.03	\$0.00	\$0.00	\$0.00
001-058-000-558-50-11-01	Salaries and Wages	\$217,919.59	\$0.00	\$359,467.38	\$0.00	(\$359,467.38)
001-058-000-558-50-20-99	Allocated Benefits	\$0.00	\$91,130.54	\$0.00	\$0.00	\$0.00
001-058-000-558-50-21-01	Medicare	\$105,374.72	\$0.00	\$181,115.74	\$0.00	(\$181,115.74)
001-058-000-558-50-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-50-21-05	PERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-50-21-07	Labor & Industries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-50-21-08	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-50-21-10	Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-50-30-99	Allocated Goods	\$0.00	\$4,923.29	\$0.00	\$0.00	\$0.00
001-058-000-558-50-31-01	Office & Operational Supplies	\$0.00	\$1,412.26	\$0.00	\$2,266.27	\$2,266.27
001-058-000-558-50-31-03	Office Forms	\$0.00	\$459.91	\$0.00	\$0.00	\$0.00
001-058-000-558-50-31-05	Supplies-Misc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

001-058-000-558-50-32-01	Fuel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-50-35-01	Small Tools/Minor Equipment	\$800.00	\$630.32	\$800.00	\$11.27	(\$788.73)
001-058-000-558-50-40-99	Allocated Services	\$0.00	\$119,836.38	\$0.00	\$0.00	\$0.00
001-058-000-558-50-41-01	Professional Service	\$0.00	\$13,870.64	\$0.00	\$7,449.40	\$7,449.40
001-058-000-558-50-41-04	Contracted Labor	\$40,000.00	\$0.00	\$40,000.00	\$0.00	(\$40,000.00)
001-058-000-558-50-42-01	Telephone Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-50-43-01	Training/Travel Costs	\$0.00	\$2,303.99	\$0.00	\$3,415.70	\$3,415.70
001-058-000-558-50-43-02	Lodging Charges	\$0.00	\$350.91	\$0.00	\$0.00	\$0.00
001-058-000-558-50-43-04	Meals Expense	\$0.00	\$295.08	\$0.00	\$63.18	\$63.18
001-058-000-558-50-48-03	Maintenance & Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-50-49-01	Memberships	\$1,500.00	\$290.00	\$1,500.00	\$310.00	(\$1,190.00)
001-058-000-558-50-49-03	Registration	\$500.00	\$850.00	\$500.00	\$0.00	(\$500.00)
001-058-000-558-50-49-04	Subscriptions	\$1,200.00	\$0.00	\$1,200.00	\$517.84	(\$682.16)
001-058-000-558-50-49-05	Printing & Binding	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-50-95-01	Interfund Operating Rentals	\$155,886.33	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-10-99	Allocated Labor	\$0.00	\$127,597.31	\$0.00	\$0.00	\$0.00
001-058-000-558-60-11-01	Salaries and Wages	\$125,092.52	\$0.00	\$116,935.17	\$0.00	(\$116,935.17)
001-058-000-558-60-20-99	Allocated Benefits	\$0.00	\$52,341.65	\$0.00	\$0.00	\$0.00
001-058-000-558-60-21-01	Medicare	\$46,316.50	\$0.00	\$58,917.17	\$0.00	(\$58,917.17)
001-058-000-558-60-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-21-05	PERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-21-07	Labor & Industries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-21-08	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-21-10	Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-30-99	Allocated Goods	\$0.00	\$2,827.73	\$0.00	\$0.00	\$0.00
001-058-000-558-60-31-01	Office & Operational Supplies	\$0.00	\$374.78	\$0.00	\$375.84	\$375.84
001-058-000-558-60-31-04	Office Publications	\$0.00	\$504.56	\$0.00	\$21.37	\$21.37
001-058-000-558-60-31-05	Supplies-Misc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-31-07	Maps	\$3,000.00	\$0.00	\$3,000.00	\$0.00	(\$3,000.00)
001-058-000-558-60-31-11	Signs	\$2,000.00	\$419.71	\$2,000.00	\$131.16	(\$1,868.84)
001-058-000-558-60-32-01	Fuel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-35-01	Small Tools/Minor Equipment	\$250.00	\$0.00	\$250.00	\$0.00	(\$250.00)
001-058-000-558-60-40-99	Allocated Services	\$0.00	\$68,829.10	\$0.00	\$0.00	\$0.00
001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$290,000.00	\$79,923.10	\$240,000.00	\$25,975.70	(\$214,024.30)

001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$190,000.00	\$110,183.91	\$15,000.00	\$17,512.11	\$2,512.11
001-058-000-558-60-41-08	Legal Notices/Publications	\$15,000.00	\$17,743.94	\$15,000.00	\$1,551.60	(\$13,448.40)
001-058-000-558-60-41-19	Ortho Photos	\$3,200.00	\$0.00	\$3,200.00	\$0.00	(\$3,200.00)
001-058-000-558-60-41-21	Professional Serv-Local Store Mkt Plan	\$0.00	\$0.00	\$50,000.00	\$25,000.00	(\$25,000.00)
001-058-000-558-60-41-23	Professional Serv-GMA	\$35,000.00	\$49,893.28	\$35,000.00	\$0.00	(\$35,000.00)
001-058-000-558-60-42-01	Telephone Charges	\$0.00	\$56.21	\$0.00	\$0.00	\$0.00
001-058-000-558-60-42-02	Postage	\$0.00	\$47.50	\$0.00	\$0.00	\$0.00
001-058-000-558-60-43-01	Training/Travel Costs	\$2,500.00	\$194.38	\$2,500.00	\$609.51	(\$1,890.49)
001-058-000-558-60-43-02	Lodging Charges	\$1,000.00	\$0.00	\$1,000.00	\$0.00	(\$1,000.00)
001-058-000-558-60-43-03	Mileage Reimbursement	\$600.00	\$0.00	\$600.00	\$0.00	(\$600.00)
001-058-000-558-60-43-04	Meals Expense	\$500.00	\$114.68	\$500.00	\$38.00	(\$462.00)
001-058-000-558-60-48-03	Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-49-01	Memberships	\$4,000.00	\$1,028.00	\$4,000.00	\$1,419.00	(\$2,581.00)
001-058-000-558-60-49-03	Registration	\$2,000.00	\$0.00	\$2,000.00	\$0.00	(\$2,000.00)
001-058-000-558-60-49-05	Printing & Binding	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-60-51-01	Pierce County Recording Fees	\$5,000.00	\$75.00	\$5,000.00	\$78.00	(\$4,922.00)
001-058-000-558-60-95-01	Interfund Operating Rentals	\$89,534.71	\$0.00	\$0.00	\$0.00	\$0.00
001-058-000-558-70-41-26	Economic Development Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	001-058-000-55 Total	\$1,338,174.37	\$970,664.19	\$1,139,485.46	\$86,745.95	(\$1,052,739.51)
001-058-000-597-50-00-99	Transfers-Central Services Allocation	\$0.00	\$0.00	\$215,196.74	\$0.00	(\$215,196.74)
001-058-000-597-60-00-99	Transfers-Central Services Allocation	\$0.00	\$0.00	\$70,003.76	\$0.00	(\$70,003.76)
	001-058-000-59 Total	\$0.00	\$0.00	\$285,200.50	\$0.00	(\$285,200.50)
001-076-000-573-90-31-01	Operational Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-076-000-576-80-10-99	Allocated Labor	\$0.00	\$61,520.13	\$0.00	\$0.00	\$0.00
001-076-000-576-80-11-01	Salaries and Wages	\$59,902.00	\$0.00	\$81,204.98	\$0.00	(\$81,204.98)
001-076-000-576-80-20-99	Allocated Benefits	\$0.00	\$25,236.15	\$0.00	\$0.00	\$0.00
001-076-000-576-80-21-01	Medicare	\$31,076.95	\$0.00	\$40,914.70	\$0.00	(\$40,914.70)
001-076-000-576-80-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-076-000-576-80-21-05	PERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-076-000-576-80-21-07	Labor & Industries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-076-000-576-80-21-08	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-076-000-576-80-21-10	Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

001-076-000-576-80-30-99	Allocated Goods	\$0.00	\$1,363.37	\$0.00	\$0.00	\$0.00
001-076-000-576-80-31-01	Operational Supplies	\$3,500.00	\$1,168.39	\$3,500.00	\$293.27	(\$3,206.73)
001-076-000-576-80-31-02	Recreation Activities & Events	\$2,750.00	\$76.95	\$2,750.00	\$1,420.34	(\$1,329.66)
001-076-000-576-80-31-09	Chemicals	\$500.00	\$235.90	\$500.00	\$155.22	(\$344.78)
001-076-000-576-80-31-10	Outdoor Gear	\$800.00	\$149.70	\$800.00	\$14.07	(\$785.93)
001-076-000-576-80-31-11	Signs	\$0.00	\$41.51	\$0.00	\$0.00	\$0.00
001-076-000-576-80-32-01	Fuel	\$1,000.00	\$355.44	\$1,000.00	\$219.28	(\$780.72)
001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$1,500.00	\$2,462.18	\$1,500.00	\$90.71	(\$1,409.29)
001-076-000-576-80-35-05	Park Equipment	\$5,000.00	\$3,786.88	\$5,000.00	\$0.00	(\$5,000.00)
001-076-000-576-80-40-99	Allocated Services	\$0.00	\$33,185.46	\$0.00	\$0.00	\$0.00
001-076-000-576-80-41-01	Professional Services	\$2,500.00	\$3,064.55	\$2,500.00	\$154.50	(\$2,345.50)
001-076-000-576-80-41-10	Parks Maintenance	\$0.00	\$483.56	\$0.00	\$0.00	\$0.00
001-076-000-576-80-42-01	Telephone Charges	\$0.00	\$199.44	\$0.00	\$0.00	\$0.00
001-076-000-576-80-43-01	Travel/Training Costs	\$0.00	\$0.00	\$0.00	\$649.00	\$649.00
001-076-000-576-80-45-03	Operating Rentals	\$3,500.00	\$4,416.32	\$3,500.00	\$2,452.34	(\$1,047.66)
001-076-000-576-80-47-01	Electricity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-076-000-576-80-47-03	Waste Disposal	\$0.00	\$40.92	\$0.00	\$0.00	\$0.00
001-076-000-576-80-48-01	Equipment Repair & Maintenance	\$1,500.00	\$3,070.89	\$1,500.00	\$0.00	(\$1,500.00)
001-076-000-576-80-48-04	Equipment Repairs	\$0.00	\$15.39	\$0.00	\$0.00	\$0.00
001-076-000-576-80-48-05	Maintenance-Tank Pumping	\$10,000.00	\$1,852.71	\$10,000.00	\$0.00	(\$10,000.00)
001-076-000-576-80-49-03	Registration	\$1,000.00	\$0.00	\$1,000.00	\$0.00	(\$1,000.00)
001-076-000-576-80-51-03	Surface Water Fee	\$1,000.00	\$1,205.90	\$1,000.00	\$1,669.29	\$669.29
001-076-000-576-80-95-01	Interfund Operating Rental	\$43,168.52	\$0.00	\$0.00	\$0.00	\$0.00
	001-076-000-57 Total	\$168,697.47	\$143,931.74	\$156,669.68	\$7,118.02	(\$149,551.66)
001-076-000-597-80-00-99	Transfers-Central Services Allocation	\$0.00	\$0.00	\$48,613.72	\$0.00	(\$48,613.72)
	001-076-000-59 Total	\$0.00	\$0.00	\$48,613.72	\$0.00	(\$48,613.72)
001-086-000-586-10-00-04	State Building Code Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-086-000-586-10-00-05	Animal Licenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
001-086-000-586-10-00-06	Fire Plan Review	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	001-086-000-58 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fund Total	\$5,177,033.21	\$4,174,870.34	\$6,209,339.80	\$2,401,223.79	(\$3,808,116.01)
005-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	005-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Fund Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	101-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-542-30-31-01	Roadway-Operational Supplies	\$5,000.00	\$7,663.83	\$5,000.00	\$196.46	(\$4,803.54)
101-000-000-542-30-32-01	Roadway-Fuel	\$4,000.00	\$78.33	\$4,000.00	\$0.00	(\$4,000.00)
101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$0.00	\$848.52	\$0.00	\$1,812.29	\$1,812.29
101-000-000-542-30-41-04	Roadway-Contracted Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-542-30-41-10	Roadway-Prof Svcs-Intergov Contract	\$0.00	\$287,290.05	\$0.00	\$0.00	\$0.00
101-000-000-542-30-48-03	Roadway-Maintenance/Cleaning	\$1,500.00	\$0.00	\$1,500.00	\$0.00	(\$1,500.00)
101-000-000-542-30-51-03	Surface Water Charge	\$2,956.50	\$0.00	\$2,956.50	\$0.00	(\$2,956.50)
101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$400,000.00	\$7,510.42	\$400,000.00	\$0.00	(\$400,000.00)
101-000-000-542-40-41-02	Drainage-Prof Svcs- Contractor	\$0.00	\$4,673.50	\$0.00	\$0.00	\$0.00
101-000-000-542-63-35-01	Street Lighting-Small Tools/Minor Equipment	\$0.00	\$0.00	\$0.00	\$208.76	\$208.76
101-000-000-542-63-47-01	Street Lighting-Electricity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-542-64-31-01	Traffic Control Devices-Office & Operational Supplies	\$0.00	\$0.00	\$0.00	\$28.08	\$28.08
101-000-000-542-64-31-10	Traffic Control Devices-School Zone Flashers	\$0.00	\$0.00	\$0.00	\$190.16	\$190.16
101-000-000-542-64-31-11	Traffic Control Devices-Signs	\$0.00	\$6,646.43	\$0.00	\$797.67	\$797.67
101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$35,000.00	\$71,284.25	\$35,000.00	\$2,326.73	(\$32,673.27)
101-000-000-542-64-41-19	Traffic Control Devices-Guardrails	\$15,000.00	\$29,534.65	\$15,000.00	\$2,880.26	(\$12,119.74)
101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$0.00	(\$1,039.63)	\$0.00	\$0.00	\$0.00
101-000-000-542-70-31-09	Roadside-Supplies- Chemicals	\$1,000.00	\$0.00	\$1,000.00	\$0.00	(\$1,000.00)
101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	\$5,800.00	\$134,812.77	\$0.00	\$0.00	\$0.00
101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$10,500.00	\$16,700.14	\$16,300.00	\$4,960.44	(\$11,339.56)
101-000-000-542-90-10-99	Allocated Labor	\$0.00	\$70,001.67	\$0.00	\$0.00	\$0.00
101-000-000-542-90-11-01	Admin/Overhead-Salaries and Wages	\$88,219.54	\$0.00	\$106,107.84	\$0.00	(\$106,107.84)
101-000-000-542-90-20-99	Allocated Benefits	\$0.00	\$36,919.55	\$0.00	\$0.00	\$0.00
101-000-000-542-90-21-01	Admin/Overhead-Medicare	\$39,245.26	\$0.00	\$53,461.87	\$0.00	(\$53,461.87)

101-000-000-542-90-21-02	Admin/Overhead-Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-542-90-21-05	Admin/Overhead-PERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-542-90-21-07	Admin/Overhead-Labor & Industries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-542-90-21-08	Admin/Overhead-Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-542-90-21-10	Admin/Overhead-Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-542-90-30-99	Allocated Goods	\$0.00	\$1,994.56	\$0.00	\$0.00	\$0.00
101-000-000-542-90-31-10	Admin/Overhead-Outdoor Gear	\$300.00	\$0.00	\$300.00	\$0.00	(\$300.00)
101-000-000-542-90-35-01	Admin/Overhead-Small Tools & Minor Equipment	\$1,000.00	\$122.34	\$1,000.00	\$260.87	(\$739.13)
101-000-000-542-90-40-99	Allocated Services	\$0.00	\$48,549.10	\$0.00	\$0.00	\$0.00
101-000-000-542-90-42-01	Admin/Overhead-Telephone	\$750.00	\$199.44	\$750.00	\$0.00	(\$750.00)
101-000-000-542-90-43-01	Travel/Training Costs	\$0.00	\$0.00	\$1,000.00	\$550.00	(\$450.00)
101-000-000-542-90-43-03	Admin/Overhead-Mileage Reimbursement	\$150.00	\$897.38	\$150.00	\$387.34	\$237.34
101-000-000-542-90-49-01	Admin/Overhead-Memberships	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101-000-000-542-90-49-09	Miscellaneous	\$0.00	\$0.00	\$1,000.00	\$0.00	(\$1,000.00)
101-000-000-542-90-94-01	Interfund Operating Rental	\$63,153.95	\$0.00	\$0.00	\$0.00	\$0.00
	101-000-000-54 Total	\$675,575.25	\$724,687.30	\$644,526.21	\$14,599.06	(\$629,927.15)
101-000-000-597-00-00-99	Transfers-Central Services Allocation	\$0.00	\$0.00	\$63,521.93	\$0.00	(\$63,521.93)
	101-000-000-59 Total	\$0.00	\$0.00	\$63,521.93	\$0.00	(\$63,521.93)
	Fund Total	\$675,575.25	\$724,687.30	\$708,048.14	\$14,599.06	(\$693,449.08)
110-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	110-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
110-000-000-597-00-00-01	Oper. Trn. - General Fund (Park Plan)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
110-000-000-597-00-00-04	Oper. Trn. - Capital Parks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	110-000-000-59 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fund Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
111-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	111-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
111-000-000-597-00-00-01	Oper. Trn. - General Fund TIF Admin Fee	\$13,744.00	\$0.00	\$13,744.00	\$0.00	(\$13,744.00)
111-000-000-597-00-00-05	Transfer Out - Fund 341	\$0.00	\$0.00	\$150,000.00	\$0.00	(\$150,000.00)
	111-000-000-59 Total	\$13,744.00	\$0.00	\$163,744.00	\$0.00	(\$163,744.00)

	Fund Total	\$13,744.00	\$0.00	\$163,744.00	\$0.00	(\$163,744.00)
130-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	130-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
130-000-000-597-00-00-10	Oper Trans - Civic Center Bond	\$268,690.00	\$268,690.00	\$359,895.00	\$0.00	(\$359,895.00)
130-000-000-597-00-00-11	Oper Trans - GG Facilities	\$0.00	\$0.00	\$97,539.00	\$0.00	(\$97,539.00)
	130-000-000-59 Total	\$268,690.00	\$268,690.00	\$457,434.00	\$0.00	(\$457,434.00)
	Fund Total	\$268,690.00	\$268,690.00	\$457,434.00	\$0.00	(\$457,434.00)
132-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	132-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
132-000-000-597-00-00-03	Oper. Trn. - Street Fund	\$244,000.00	\$220,000.00	\$250,000.00	\$0.00	(\$250,000.00)
132-000-000-597-00-00-04	Transfer Out - Fund 341 Cap Roads	\$0.00	\$24,000.00	\$222,461.00	\$0.00	(\$222,461.00)
132-000-000-597-00-00-05	Trans Out - Sewer Fund	\$0.00	\$0.00	\$53,856.00	\$0.00	(\$53,856.00)
	132-000-000-59 Total	\$244,000.00	\$244,000.00	\$526,317.00	\$0.00	(\$526,317.00)
	Fund Total	\$244,000.00	\$244,000.00	\$526,317.00	\$0.00	(\$526,317.00)
201-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	201-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
201-000-000-591-18-71-01	Bond Repayment - Principal	\$260,000.00	\$303,608.54	\$348,080.00	\$0.00	(\$348,080.00)
201-000-000-592-18-83-01	Interest on Bonds	\$141,920.00	\$79,795.31	\$141,920.00	\$34,081.53	(\$107,838.47)
	201-000-000-59 Total	\$401,920.00	\$383,403.85	\$490,000.00	\$34,081.53	(\$455,918.47)
	Fund Total	\$401,920.00	\$383,403.85	\$490,000.00	\$34,081.53	(\$455,918.47)
310-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	310-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310-000-000-594-76-41-03	Professional Svs.-Property	\$42,500.00	\$10,301.74	\$0.00	\$0.00	\$0.00
310-000-000-594-76-62-06	Park Equipment	\$25,000.00	\$856.30	\$25,000.00	\$0.00	(\$25,000.00)
310-000-000-594-76-63-01	Park Improvements	\$50,000.00	\$35,979.06	\$10,000.00	\$0.00	(\$10,000.00)
310-000-000-594-76-63-02	Improvements - Nelson Farm	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00
310-000-000-594-76-63-04	Interurban Trail Phase III	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310-000-000-594-76-63-05	Improvements - Mort Farm Passive Park	\$0.00	\$154.50	\$0.00	\$0.00	\$0.00
	310-000-000-59 Total	\$142,500.00	\$47,291.60	\$35,000.00	\$0.00	(\$35,000.00)
	Fund Total	\$142,500.00	\$47,291.60	\$35,000.00	\$0.00	(\$35,000.00)
340-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	340-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
340-000-000-581-20-00-01	Interfund Loan Repayment	\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00

	340-000-000-58 Total	\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00
340-000-000-591-35-78-02	Principal PWTF Loan Payment	\$0.00	\$13,186.93	\$0.00	\$13,186.93	\$13,186.93
340-000-000-591-95-72-01	Interest PWTF Loan Payment	\$0.00	\$494.51	\$0.00	\$461.54	\$461.54
340-000-000-591-95-72-02	Interfund Loan Interest	\$692.71	\$692.71	\$0.00	\$0.00	\$0.00
340-000-000-595-10-41-03	Design Eng - Meridian Overlay	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00
340-000-000-595-10-41-04	Design Eng - Jovita Overlay	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
340-000-000-595-10-41-06	Public Works Facility Acquisition	\$0.00	\$0.00	\$250,000.00	\$3,000.00	(\$247,000.00)
340-000-000-595-10-63-01	Capital Improvements-Engineering	\$0.00	\$4,996.25	\$15,000.00	\$8,954.34	(\$6,045.66)
340-000-000-595-30-63-03	Improvements - Other	\$0.00	\$10,000.00	\$0.00	\$5,957.66	\$5,957.66
340-000-000-595-30-63-04	Edgewood Drive Improvements	\$0.00	\$0.00	\$150,000.00	\$0.00	(\$150,000.00)
340-000-000-595-60-63-01	Pedestrian Safety Improvements	\$0.00	\$0.00	\$60,000.00	\$0.00	(\$60,000.00)
340-000-000-595-63-63-01	Improvements-Street Lighting	\$0.00	\$0.00	\$0.00	\$15,602.83	\$15,602.83
340-000-000-595-64-63-01	Traffic Control Devices-Other Improvements	\$0.00	\$0.00	\$0.00	\$117.65	\$117.65
340-000-000-595-80-41-01	STPUL HLP 3290(010) Jovita Seismic Walls Design	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
340-000-000-595-80-41-02	STPUL HLP 3290(010) Jovita Seismic Walls Construction Mgmt	\$0.00	\$6,464.60	\$0.00	\$0.00	\$0.00
340-000-000-595-80-63-01	STPUL HLP 3290(010) Jovita Seismic Walls Construction	\$0.00	\$4,250.00	\$0.00	\$0.00	\$0.00
	340-000-000-59 Total	\$35,692.71	\$40,085.00	\$475,000.00	\$47,280.95	(\$427,719.05)
	Fund Total	\$435,692.71	\$440,085.00	\$475,000.00	\$47,280.95	(\$427,719.05)
341-000-000-508-10-00-01	Ending Reserve Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	341-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fund Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
350-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	350-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
350-000-000-591-95-78-02	PWTF Principal	\$0.00	\$0.00	\$13,186.93	\$0.00	(\$13,186.93)
350-000-000-592-95-82-01	Interfund Loan Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
350-000-000-592-95-83-02	PWTF Interest	\$527.48	\$0.00	\$527.48	\$0.00	(\$527.48)
	350-000-000-59 Total	\$527.48	\$0.00	\$13,714.41	\$0.00	(\$13,714.41)
	Fund Total	\$527.48	\$0.00	\$13,714.41	\$0.00	(\$13,714.41)
401-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	401-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

401-000-000-535-10-41-01	Professional Services	\$0.00	\$0.00	\$53,856.00	\$0.00	(\$53,856.00)
401-000-000-535-10-41-51	State Taxes	\$0.00	\$0.00	\$0.00	\$1,236.16	\$1,236.16
	401-000-000-53 Total	\$0.00	\$0.00	\$53,856.00	\$1,236.16	(\$52,619.84)
401-000-000-589-90-00-00	Nonexpenditure Suspense	\$0.00	\$4,110.14	\$0.00	\$0.00	\$0.00
	401-000-000-58 Total	\$0.00	\$4,110.14	\$0.00	\$0.00	\$0.00
401-000-000-594-35-63-04	Improvements - Lift Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401-000-000-594-35-63-05	Improvements - Northwood School Mitigation	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00
401-000-000-597-00-00-02	Transfer Out - Civic Center Bond	\$123.00	\$123.00	\$123.00	\$0.00	(\$123.00)
	401-000-000-59 Total	\$40,123.00	\$123.00	\$123.00	\$0.00	(\$123.00)
	Fund Total	\$40,123.00	\$4,233.14	\$53,979.00	\$1,236.16	(\$52,742.84)
410-000-000-508-10-00-01	Ending Reserve Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	410-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-531-00-10-99	Allocated Labor	\$0.00	\$208,484.89	\$0.00	\$0.00	\$0.00
410-000-000-531-00-20-99	Allocated Benefits	\$0.00	\$85,522.51	\$0.00	\$0.00	\$0.00
410-000-000-531-00-30-99	Allocated Goods	\$0.00	\$4,620.32	\$0.00	\$0.00	\$0.00
410-000-000-531-00-40-99	Allocated Services	\$0.00	\$112,461.83	\$0.00	\$0.00	\$0.00
410-000-000-531-38-11-01	Salaries and Wages	\$204,934.17	\$0.00	\$188,395.56	\$0.00	(\$188,395.56)
410-000-000-531-38-21-01	Medicare	\$95,606.60	\$0.00	\$94,922.10	\$0.00	(\$94,922.10)
410-000-000-531-38-21-02	Social Security Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-531-38-21-05	PERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-531-38-21-07	Labor & Industries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-531-38-21-08	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-531-38-21-10	Medical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-531-38-31-01	Operational Supplies	\$2,000.00	\$1,982.17	\$2,000.00	\$857.14	(\$1,142.86)
410-000-000-531-38-31-09	Chemicals	\$1,000.00	\$5,166.21	\$6,000.00	\$0.00	(\$6,000.00)
410-000-000-531-38-31-10	Outdoor Gear	\$500.00	\$92.20	\$500.00	\$8.67	(\$491.33)
410-000-000-531-38-32-01	Fuel	\$1,000.00	\$0.00	\$1,000.00	\$0.00	(\$1,000.00)
410-000-000-531-38-35-04	Software - Computer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-531-38-35-05	Equipment - Surface Water	\$1,000.00	\$1,740.53	\$2,000.00	\$9,245.89	\$7,245.89
410-000-000-531-38-41-01	Professional Service	\$15,000.00	\$9,824.19	\$15,000.00	\$4,360.71	(\$10,639.29)
410-000-000-531-38-41-02	Prof. Service-Plan Update	\$120,000.00	\$140,627.97	\$15,000.00	\$42,751.57	\$27,751.57
410-000-000-531-38-41-03	Professional Service - SR161	\$7,500.00	\$0.00	\$2,000.00	\$0.00	(\$2,000.00)
410-000-000-531-38-41-04	Storm Drainage-Ponds Maint	\$25,000.00	\$6,101.80	\$10,000.00	\$0.00	(\$10,000.00)

410-000-000-531-38-41-05	Storm Drainage-Erosion Maint	\$0.00	\$2,427.33	\$0.00	\$0.00	\$0.00
410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$0.00	\$53,752.50	\$0.00	\$0.00	\$0.00
410-000-000-531-38-41-07	Storm Drainage-Polution Control	\$2,500.00	\$19,050.50	\$25,000.00	\$0.00	(\$25,000.00)
410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$150,000.00	\$111,553.12	\$120,000.00	\$31,202.74	(\$88,797.26)
410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$250,000.00	\$43,102.78	\$120,000.00	\$0.00	(\$120,000.00)
410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$151,074.48	\$395,096.40	\$200,000.00	\$0.00	(\$200,000.00)
410-000-000-531-38-42-01	Telephone Charges	\$0.00	\$166.21	\$0.00	\$0.00	\$0.00
410-000-000-531-38-43-01	Training/Travel Costs	\$2,000.00	\$379.73	\$1,500.00	\$550.00	(\$950.00)
410-000-000-531-38-43-02	Professional Licenses & Certification	\$0.00	\$116.00	\$0.00	\$0.00	\$0.00
410-000-000-531-38-43-03	Mileage Reimbursement	\$500.00	\$2,254.37	\$0.00	\$957.75	\$957.75
410-000-000-531-38-45-03	Operating Rentals	\$0.00	\$478.06	\$0.00	\$0.00	\$0.00
410-000-000-531-38-47-01	Dump Site Fees	\$500.00	\$0.00	\$500.00	\$0.00	(\$500.00)
410-000-000-531-38-48-01	Repair & Maintenance Costs	\$750.00	\$0.00	\$750.00	\$0.00	(\$750.00)
410-000-000-531-38-48-04	Equipment Repairs	\$500.00	\$0.00	\$500.00	\$0.00	(\$500.00)
410-000-000-531-38-49-01	Memberships	\$500.00	\$370.00	\$500.00	\$799.00	\$299.00
410-000-000-531-38-49-02	Non NPDES Permit Fees	\$14,000.00	\$6,779.00	\$6,650.00	\$6,629.00	(\$21.00)
410-000-000-531-38-49-09	Misc. Fees & Charges	\$1,000.00	\$824.58	\$500.00	\$1,021.68	\$521.68
410-000-000-531-38-51-02	Storm Drainage-NPDES Permit Fees-Intergov	\$6,500.00	\$7,122.15	\$7,600.00	\$0.00	(\$7,600.00)
410-000-000-531-38-94-01	Interfund Operating Rental	\$146,293.32	\$0.00	\$0.00	\$0.00	\$0.00
	410-000-000-53 Total	\$1,199,658.57	\$1,220,097.35	\$820,317.66	\$98,384.15	(\$721,933.51)
410-000-000-594-31-61-01	Land	\$0.00	\$1,100.00	\$0.00	\$0.00	\$0.00
410-000-000-594-31-63-07	Land Impr-Jovita Rehab/Seismic Walls	\$0.00	\$3,250.00	\$0.00	\$0.00	\$0.00
410-000-000-594-31-64-04	Equipment	\$335,000.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-594-31-64-60	Land Impr-Closed Depression Basin Plan	\$0.00	\$9,135.90	\$0.00	\$0.00	\$0.00
410-000-000-594-31-64-64	Infrastructure Spot Improvement	\$0.00	\$29,056.71	\$0.00	\$0.00	\$0.00
410-000-000-597-00-00-02	Transfer Out - Civic Center Bond	\$12,044.00	\$12,044.00	\$12,044.00	\$0.00	(\$12,044.00)
410-000-000-597-00-00-09	Transfer to CP-Parks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410-000-000-597-00-00-99	Transfers-Central Services Allocation	\$0.00	\$0.00	\$112,783.83	\$0.00	(\$112,783.83)
	410-000-000-59 Total	\$347,044.00	\$54,586.61	\$124,827.83	\$0.00	(\$124,827.83)
	Fund Total	\$1,546,702.57	\$1,274,683.96	\$945,145.49	\$98,384.15	(\$846,761.34)
411-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	411-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
411-000-000-515-41-41-02	Legal Services	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
	411-000-000-51 Total	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00
411-000-000-535-10-41-01	Professional Services	\$6,000.00	\$6,557.24	\$6,000.00	\$4,072.04	(\$1,927.96)
	411-000-000-53 Total	\$6,000.00	\$6,557.24	\$6,000.00	\$4,072.04	(\$1,927.96)
411-000-000-591-35-71-01	USDA-RD GO Principal Payments	\$2,524,080.20	\$2,445,123.20	\$78,957.00	\$0.00	(\$78,957.00)
411-000-000-591-35-73-01	USDA-RD LID Principal Payments	\$1,494,251.00	\$1,514,020.00	\$494,251.00	\$0.00	(\$494,251.00)
411-000-000-591-35-78-01	Principal USDA/RD Loan Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
411-000-000-591-35-78-02	Principal PWTF Loan Payment	\$29,411.76	\$29,411.76	\$29,411.76	\$29,411.77	\$0.01
411-000-000-592-35-83-02	Interest PWTF Loan Payment	\$1,912.00	\$1,764.71	\$1,912.00	\$1,617.65	(\$294.35)
411-000-000-592-35-83-03	USDA/RD Loan Interest Payment	\$607,953.00	\$546,439.86	\$607,953.00	\$0.00	(\$607,953.00)
411-000-000-597-00-00-02	Transfer Out - LID Bond Reserve	\$118,116.00	\$118,116.00	\$0.00	\$0.00	\$0.00
	411-000-000-59 Total	\$4,775,723.96	\$4,654,875.53	\$1,212,484.76	\$31,029.42	(\$1,181,455.34)
	Fund Total	\$4,796,723.96	\$4,661,432.77	\$1,218,484.76	\$35,101.46	(\$1,183,383.30)
412-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$118,116.00	\$0.00	(\$118,116.00)
	412-000-000-50 Total	\$0.00	\$0.00	\$118,116.00	\$0.00	(\$118,116.00)
	Fund Total	\$0.00	\$0.00	\$118,116.00	\$0.00	(\$118,116.00)
501-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	501-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
501-000-000-591-59-75-02	Security, Communication Upgrades	\$0.00	\$5,222.93	\$200,000.00	\$19,846.33	(\$180,153.67)
501-000-000-591-59-75-03	City Equipment	\$0.00	\$5,828.25	\$40,797.00	\$0.00	(\$40,797.00)
	501-000-000-59 Total	\$0.00	\$11,051.18	\$240,797.00	\$19,846.33	(\$220,950.67)
	Fund Total	\$0.00	\$11,051.18	\$240,797.00	\$19,846.33	(\$220,950.67)
630-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	630-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
630-000-000-542-30-51-01	Road/Street Intergovernmental Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
630-000-000-542-90-41-01	Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
630-000-000-542-90-46-50	WCIA Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
630-000-000-544-70-51-00	Road/Street Op-Misc. Intergovernment/Ciy Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
630-000-000-544-90-41-00	Legal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

630-000-000-544-90-49-00	Bank Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	630-000-000-54 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fund Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
640-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	640-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
640-000-000-589-10-00-01	Assignment of Funds-Deposits in Lieu of Bond	\$0.00	\$128,407.03	\$0.00	\$14,203.79	\$14,203.79
	640-000-000-58 Total	\$0.00	\$128,407.03	\$0.00	\$14,203.79	\$14,203.79
	Fund Total	\$0.00	\$128,407.03	\$0.00	\$14,203.79	\$14,203.79
642-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	642-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
642-000-000-589-10-00-02	Retainage-Contractor	\$0.00	\$46,080.25	\$0.00	\$0.00	\$0.00
	642-000-000-58 Total	\$0.00	\$46,080.25	\$0.00	\$0.00	\$0.00
	Fund Total	\$0.00	\$46,080.25	\$0.00	\$0.00	\$0.00
650-000-000-508-10-00-01	Ending Reserved Fund Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	650-000-000-50 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
650-000-000-589-10-00-04	State Bldg Code Fee	\$0.00	\$1,178.50	\$0.00	\$288.00	\$288.00
650-000-000-589-10-00-05	Animal Licenses	\$0.00	\$3,449.00	\$0.00	\$729.00	\$729.00
650-000-000-589-10-00-06	Fire Plan Review	\$0.00	\$29,500.31	\$0.00	\$3,081.55	\$3,081.55
650-000-000-589-10-00-09	Suspense	\$0.00	\$52.84	\$0.00	\$1,476.97	\$1,476.97
	650-000-000-58 Total	\$0.00	\$34,180.65	\$0.00	\$5,575.52	\$5,575.52
	Fund Total	\$0.00	\$34,180.65	\$0.00	\$5,575.52	\$5,575.52
	Grand Total	\$13,743,232.18	\$12,443,097.07	\$11,655,119.60	\$2,671,532.74	(\$8,983,586.86)

Cash and Investment Activity

Period: 2018 - June

Fund		Beginning Cash	Beginning Investments	Activity In	Activity Out	Ending Cash	Ending Investments	Ending Balance
001	Current Expense Fund	\$3,191,266.14	(\$114,087.26)	\$456,844.46	\$395,094.40	\$3,253,016.20	(\$114,087.26)	\$3,138,928.94
005	Strategic Reserves	(\$492,075.98)	\$1,507,449.27	\$0.00	\$0.00	(\$492,075.98)	\$1,507,449.27	\$1,015,373.29
101	Street Fund	\$381,583.68	\$25,423.77	\$45,925.23	\$1,718.54	\$425,790.37	\$25,423.77	\$451,214.14
110	Park Impact Fee	\$1,826,933.43	\$43,960.95	\$28,638.00	\$0.00	\$1,855,571.43	\$43,960.95	\$1,899,532.38
111	Traffic Impact Fee	\$2,248,692.39	\$0.00	\$42,453.00	\$0.00	\$2,291,145.39	\$0.00	\$2,291,145.39
130	Municipal Capital Reserver REET1	\$396,617.53	\$7,125.02	\$38,299.49	\$0.00	\$434,917.02	\$7,125.02	\$442,042.04
132	Municipal Capital Reserver REET 2	\$450,743.13	\$23,097.80	\$38,299.41	\$0.00	\$489,042.54	\$23,097.80	\$512,140.34
201	Debt Service	\$29,239.47	\$0.00	\$0.00	\$34,081.53	(\$4,842.06)	\$0.00	(\$4,842.06)
310	Capital Parks Fund	\$76,403.96	\$33,303.66	\$0.00	\$0.00	\$76,403.96	\$33,303.66	\$109,707.62
340	Capital Roads Fund	\$137.68	\$0.00	\$0.00	\$3,633.98	(\$3,496.30)	\$0.00	(\$3,496.30)
341	Capital Roads - Meridian Ave Ph II	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00	\$250,000.00
350	Capital TIB Fund	\$1,810.59	\$0.00	\$0.00	\$0.00	\$1,810.59	\$0.00	\$1,810.59
401	Sewer Utility Fund	\$85,737.18	\$0.00	\$0.00	\$0.00	\$85,737.18	\$0.00	\$85,737.18
410	Surface Water Utility Fund	\$109,073.22	\$389,919.08	\$96,245.60	\$4,907.29	\$200,411.53	\$389,919.08	\$590,330.61
411	Temporary Sewer LID	\$162,220.48	\$1,100,364.86	\$27,187.52	\$0.00	\$189,408.00	\$1,100,364.86	\$1,289,772.86
412	LID Bond Reserve Fund	\$354,348.00	\$0.00	\$0.00	\$0.00	\$354,348.00	\$0.00	\$354,348.00
501	Equipment Replacement Fund	(\$13,886.88)	\$62,437.18	\$0.00	\$4,902.06	(\$18,788.94)	\$62,437.18	\$43,648.24
630	Transportation Benefit District	\$0.02	\$0.00	\$0.00	\$0.00	\$0.02	\$0.00	\$0.02
640	Assignment of Funds-Deposits in Lieu	\$188,882.13	\$0.00	\$15,085.37	\$14,203.79	\$189,763.71	\$0.00	\$189,763.71
641	Fiduciary Deposits Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
642	Retention	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
650	Agency Funds-Transitory	\$10,880.51	\$0.00	\$3,171.89	\$240.00	\$13,812.40	\$0.00	\$13,812.40
		\$9,258,606.68	\$3,078,994.33	\$792,149.97	\$458,781.59	\$9,591,975.06	\$3,078,994.33	\$12,670,969.39