



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, February 9, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. AUDIENCE COMMENT

3. MAYOR'S REPORT- STATE OF THE CITY ADDRESS

4. 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 January 26, 2021

B. Special Council Meeting (Strategic Planning Retreat) Minutes of January 30, 2021

C. Study Session Meeting Minutes of February 2, 2021

D. AB21-007 - a motion approving February 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$174,399.97; and Vendor Check Numbers 24788 through 24807 with EFT and Direct Pay Payments in the amount of \$9,106,088.77. Total distributions submitted for review and authorization in the amount of \$9,280,488.74.

E. AB21-0546 – a motion approving Resolution No. 21-0546, setting new LID Assessment Interest Rate

F. AB21-0547 - a motion approving Resolution No. 21-0547, 24th & Meridian Sidewalks – Contract Award

5. COUNCIL BUSINESS

A. AB21-008 - a motion confirming the Mayoral appointment of Tom Greene to Position No. 3 on the Planning Commission and Deanna Clark to Position No. 4 to the Economic Development Advisory Board each with term ending June 30, 2022 and Shelly Osmonson to Position No. 1 of the Salary Commission with term ending December 31, 2021.

B. AB21-009 - a motion approving the Code Compliance Manager & Development Review Coordinator job descriptions

6. COUNCIL COMMENTS

7. ADJOURN

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



CITY OF EDGEWOOD

01.26.2021 RCM AGENDA MEETING AGENDA SUMMARY

Tuesday, January 26, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember West, Councilmember Day, Councilmember Christopherson, Councilmember Wise, Councilmember Tomy, Councilmember Lowry

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT Director Matthew Ray, Police Chief Mark Berry

2 AUDIENCE COMMENT

There was no audience comment.

3 MAYOR'S REPORT

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

4 CONSENT AGENDA

- A.** Regular City Council Meeting Minutes of January 12, 2021
- B.** Study Session Meeting Minutes of January 19, 2021
- C.** Review of Commission, Committee and Board Meeting Minutes
- D. AB21-005** - a motion approving December 2020 (Period 13) and January 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Employment Security Dept.-Q4 PFML; Employment Security Dept.-Q4 UI; Dept. of Labor and Industry-Q4 L&I; and IRS 941 in the amount of \$136,059.98; and Vendor Check Numbers 24761 through 24787 with EFT and Direct Pay Payments in the amount of \$241,452.20. Total distributions submitted for review and authorization in the amount of \$377,512.18.

Motion: As read, **Action:** Approve, **Moved by** Councilmember Wise, **Seconded by** Councilmember West, **Motion passed 7-0**

5 COUNCIL BUSINESS

- A. AB21-006** - a motion confirming the Mayoral appointment of Sergeant Mark Berry as City of Edgewood Police Chief

Mayor Eidinger asked for a motion to approve Mike Berrys appointment as Police Chief for the City of Edgewood.

Motion: As read, **Action:** Approve, **Moved by** Deputy Mayor Creley , **Seconded by** Councilmember Christopherson, **Motion passed 7-0**

- B. AB21-0599** - Ordinance No. 21-0599, amending Edgewood Municipal Code Section 16.01.070 related to Subdivision Definitions, Section 18.20.150 related to Development Standards Definitions, and Section 16.01.040 related to Subdivision General Provisions Scope

Community and Economic Development Director Groth briefed on this agenda item, reviewing the changes.

Motion: As read, **Action:** Approve, **Moved by** Councilmember Lowry, **Seconded by** Councilmember Christopherson, **Motion passed 7-0**

- C. AB21-0600** - Ordinance No. 21-0600, amending Edgewood Municipal Code Section 18.90.110 related to Termination of Nonconforming Status

Community and Economic Development Director Groth briefly discussed the amendments being brought forward with this agenda item.

Motion: As read, **Action:** Approve, **Moved by** Councilmember Wise, **Seconded by** Councilmember Lowry, **Motion passed 7-0**

- D. AB21-0601** - Ordinance No. 21-0601, adopting the 2018 State Building Code, Residential Code, Mechanical Code, Fire Code, Uniform Building Code, Fuel Gas Code, and Energy Code, and the 2020 Liquefied Petroleum Gas Code and National Electrical Code updates; amending Chapter 15.05 of the Edgewood Municipal Code related to the Building Construction Codes

Building Official Tumelson discussed the details of this item being brought forward for final action.

Motion: As read, **Action:** Approve, **Moved by** Councilmember Wise, **Seconded by** Councilmember Lowry, **Motion passed 7-0**

6 COUNCIL COMMENTS

Councilmember Lowry spoke.
Deputy Mayor Creley spoke.
Mayor Eidinger spoke.
Councilmember Tomin spoke.

7 ADJOURN

Mayor Eidinger adjourned the meeting at 7:36pm.

Jill S. Herrera
Communications Coordinator/ Deputy City Clerk

Daryl Eidinger
Mayor



CITY OF EDGEWOOD

01.30.2021 SCM AGENDA - STRATEGIC PLANNING RETREAT MEETING AGENDA SUMMARY

Saturday, January 30, 2021 – 9:00 AM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the Special Council Meeting to order and led the attendees in the Pledge of Allegiance.

Present: Mayor Eidinger, Deputy Mayor Mark Creley, Councilmember Ryan Day (late), Councilmember Tyron Christopherson, Councilmember Nate Lowry, Councilmember Rosanne Tomin, Councilmember John West, Councilmember Colleen Wise.

2 WELCOME

Mayor Eidinger welcomed Council to the Strategic Planning Retreat and noted the purpose of the meeting was to have an open dialogue with Council. He ran down the topics of discussion for the retreat.

A. 2020 in Review

Councilmember Day entered the meeting at 9:04am.

Mayor Eidinger discussed 2020 in review with Council and noted the accomplishments achieved throughout the year.

B. The Business Plan

Mayor Eidinger discussed the City of Edgewood's Business Plan.

Council discussed the following topics:

- Planning Vision with interaction of Economic Development Advisory Board and Planning Commission
- Edgewood Business Activities Examples
- Economic Development within the City
- Development examples of Meridian Corridor
- In-house Staffing vs. Contracting
- Connection and Collaboration with Mt. View Community Center and other Boards and Commissions
- Council assignment as liaison to Edgewood Boards and Commission

C. 2021 The Path Forward

1. Goals - Strengthening Communications

Mayor Eidinger discussed working on better communication not only with himself but as a legislative body as a whole.

Council discussed interactions between themselves as a whole and commitment to improving.

2. Equity, Diversity and Inclusion

Mayor Eidinger presented the idea of Council forming a EDI Board with three councilmembers as members, along with community member participation.

Discussion also took place in regards to the National League of Cities training the "next steps" focusing on policy and code writing.

3. Other Topics

Councilmember Christopherson spoke.

Councilmember Wise spoke.

Councilmember West spoke.

Councilmember Creley spoke.

Councilmember Tomyon spoke.

D. Wind up and Review

Mayor Eidinger recapped the meeting and discussion topics, reminded Council to reach out to not only him - but to staff for any clarifying questions they may have.

3 ADJOURN

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eidinger
Mayor



CITY OF EDGEWOOD

02.02.2021 MEETING AGENDA SUMMARY

Tuesday, February 2, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember West, Councilmember Day, Councilmember Christopherson, Councilmember Wise, Councilmember Tomin, Councilmember Lowry

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT Director Matthew Ray, Police Chief Mark Berry

2 COUNCIL BUSINESS

A. Interviews – Planning Commission and Economic Development Advisory Board

Mayor Eidinger introduced Tome Greene and Shelly Osmonson as applicants for the Planning Commission and then invited them to share a little about themselves.

Council then took turns asking each applicant questions.

Mayor Eidinger then introduced Deanna Clark as the applicant for the Economic Development and Advisory Board and asked her to share a little about herself.

Council then took turns asking her questions.

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

Mayor Eidinger opened this ongoing agenda item for discussion.

C. Discussion – Resolution – Set new LID Assessment Interest Rate

Assistant City Administrator Gray brought this housekeeping item forward for discussion. Council asked that it be moved forward to an upcoming consent agenda.

D. Discussion – Job Descriptions – Code Compliance Manager & Develop. Review Coordinator

Community and Economic Development Director Groth discussed this agenda item, reviewing the need to reclassify certain positions.

E. Discussion – 24th & Meridian Sidewalks – Contract Award

Public Works Director Metzler briefed Council on this item, a detailed discussion then ensued between council and staff. Council agreed to place it on an upcoming consent agenda.

F. Discussion – Hedden Intersection Safety Improvements

Public Works Director Metzler discussed improvements to this four way stop within the school zone. Discussion then ensued between Council and staff. All were in agreement to bring this back in two weeks for further discussion.

3 OTHER COUNCIL ITEMS

Councilmember Wise spoke.

Councilmember Tomin spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 8:06pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eidinger
Mayor



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-007 - a motion approving February 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$174,399.97; and Vendor Check Numbers 24788 through 24807 with EFT and Direct Pay Payments in the amount of \$9,106,088.77. Total distributions submitted for review and authorization in the amount of \$9,280,488.74.	Agenda Item #: AB21-007
	For Agenda of: 2/9/2021
	Prepared by: Stephanie Goff
Attachments (list): 1. 020921 Claims Register 2. 020921 Voucher Directory	
Approval of Materials: Stephanie Goff Rachel Pitzel 2/4/2021 Dave Gray 2/4/2021 Daryl Eidinger 2/5/2021	Expenditure Required: \$9,280,488.74
	Amount Budgeted: \$9,280,488.74
	Timeline: N/A

Summary Statement:

Approving February 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$174,399.97; and Vendor Check Numbers 24788 through 24807 with EFT and Direct Pay Payments in the amount of \$9,106,088.77. Total distributions submitted for review and authorization in the amount of \$9,280,488.74.

Item History:

Recommended Action:

MOTION to approve AB21-007, February 2021 Budgeted Expenditures as presented under the consent agenda.

Fiscal Note/Consideration:

City of Edgewood 2021

February 9th 2021 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
AWC EFT 1/29/2021	AWC Employee Benefit Trust	1/29/2021	\$42,867.54
DCP EFT 1/29/2021	Deferred Compensation Program	1/29/2021	\$14,550.91
Direct Deposit Run -	Payroll Vendor	1/29/2021	\$82,947.79
DRS EFT 1/29/2021	Dept of Retirement Systems	1/29/2021	\$21,341.78
DSHS-DCS EFT	WA State Support Registry	1/29/2021	\$275.00
IRS EFT 1/29/2021	IRS 941	1/29/2021	\$12,416.95
Total			\$174,399.97

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24787 Last Number Issued Previous Authorization			
24788	Berger Partnership	2/9/2021	\$2,035.00
24789	Bob's Property Solutions, Inc.	2/9/2021	\$14,561.75
24790	City of Sumner	2/9/2021	\$4,526.25
24791	Convergint Technologies LLC	2/9/2021	\$2,017.76
24792	Drain-Pro	2/9/2021	\$1,105.50
24793	ESRI	2/9/2021	\$1,422.11
24794	FCS Group	2/9/2021	\$3,205.00
24795	Lakehaven Water & Sewer District	2/9/2021	\$29.06
24796	Landau Associates	2/9/2021	\$4,491.48
24797	Madrona Law Group, PLLC	2/9/2021	\$18,288.00
24798	National Barricade Co., LLC	2/9/2021	\$1,010.17
24799	National League of Cities	2/9/2021	\$4,381.00
24800	Office Depot	2/9/2021	\$369.27
24801	Pierce County Auditor's Office	2/9/2021	\$21,266.00
24802	Pierce County Budget & Finance 2% Dist	2/9/2021	\$843.72
24803	Pierce County Budget & Finance Court	2/9/2021	\$27,790.00
24804	Pierce County Budget & Finance PW	2/9/2021	\$3,555.17
24805	Pierce County Budget & Finance Sheriff	2/9/2021	\$14,794.18
24806	Staples	2/9/2021	\$920.80
24807	Utilities Underground Location Center	2/9/2021	\$290.25
Direct Pay Payment	Amazon Capital Services	2/9/2021	\$472.40
Direct Pay Payment	CDW Government	2/9/2021	\$298.09
Direct Pay Payment	Dude Solutions	2/9/2021	\$14,339.75
Direct Pay Payment	Monarch Landscape Holdings	2/9/2021	\$1,129.77
EFT Payment 2/4/2021	Century Link	2/9/2021	\$295.38
EFT Payment 2/4/2021	Wells Fargo Vendor Fin Serv	2/9/2021	\$368.17
EFT Payment 2/4/2021	Comcast	2/9/2021	\$495.41
EFT Payment 2/4/2021	Comcast Business	2/9/2021	\$1,237.80
EFT Payment 2/4/2021	Crystal Springs	2/9/2021	\$100.57
EFT Payment 2/4/2021	Department of Revenue	2/9/2021	\$4,367.33
EFT Payment 2/4/2021	McLendon Hardware-Blue Tarp Credit Services	2/9/2021	\$192.93
EFT Payment 2/4/2021	Murrey's Disposal Company	2/9/2021	\$156.51
EFT Payment 2/4/2021	O'Reilly Auto Parts	2/9/2021	\$88.25
EFT Payment 2/4/2021	Verizon Wireless	2/9/2021	\$1,348.71
EFT EFT 1/27/2021	Pacific Premier Bank	1/27/2021	\$2,000.00
EFT Payment 2/1/2021	US Dept of Agriculture (USDA)	1/27/2021	\$8,919,295.23
Direct Pay Payment	D.A. Davidson & Co.	1/27/2021	\$15,000.00
Direct Pay Payment	Foster Garvey PC	1/27/2021	\$12,000.00
Direct Pay Payment	Davis Wright Tremaine, LLP	1/27/2021	\$6,000.00

Total Claims Voucher Distribution	\$9,106,088.77
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Total Distribution Submitted for Review & Authorization	\$9,280,488.74
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$9,280,488.74
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Daryl Eidinger

_____ Council Member



Voucher Directory

Fiscal : 2021 - February, 2021 - January

Council Date : 2021 - February - 1st Council Meeting, 2021 - January - LID Refinance

Vendor	Number	Reference	Account Number	Description	Amount
Amazon Capital Services					
		Direct Pay Payment 2/4/2021 4:10:24 PM - 1	2021 - February - 1st Council Meeting		
		166H-HRCF-P7WJ			
			January Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$432.58
				Wireless Printer (for HR), Power Adapter, Organizers, Toner, Printer Cable, Sugar	
				Packets	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$39.82
				Fuse Block- 2012 Sign Truck (#7)	
		Total 166H-HRCF-P7WJ			\$472.40
		Total Direct Pay Payment 2/4/2021 4:10:24 PM - 1			\$472.40
Total Amazon Capital Services					\$472.40
Berger Partnership					
	24788		2021 - February - 1st Council Meeting		
		33115			
			December Services- Prj. 20195029.00		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$2,035.00
				36th & Meridian Phase One	
		Total 33115			\$2,035.00
	Total 24788				\$2,035.00
Total Berger Partnership					\$2,035.00
Bob's Property Solutions, Inc.					
	24789		2021 - February - 1st Council Meeting		
		011921-BOB			
			January Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$14,561.75
				City-Wide Storm Cleanup	
		Total 011921-BOB			\$14,561.75
	Total 24789				\$14,561.75
Total Bob's Property Solutions, Inc.					\$14,561.75

Vendor	Number	Reference	Account Number	Description	Amount
CDW Government					
	Direct Pay Payment 2/4/2021 4:10:24 PM - 2		2021 - February - 1st Council Meeting		
	6813261				
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$298.09
			PO# 2020092- Toner		
		Total 6813261			\$298.09
	Total Direct Pay Payment 2/4/2021 4:10:24 PM - 2				\$298.09
Total CDW Government					\$298.09
Century Link					
	EFT Payment 2/4/2021 4:09:55 PM - 1		2021 - February - 1st Council Meeting		
	253-927-2018 680B 1/25-2/25/21				
			1/25-2/25/21 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$150.06
			Elevator and Fire Alarm Line		
		Total 253-927-2018 680B 1/25-2/25/21			\$150.06
		253-952-3537 889B 1/22-2/22/21			
			1/22-2/22/21 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$145.32
			Fax Line		
		Total 253-952-3537 889B 1/22-2/22/21			\$145.32
	Total EFT Payment 2/4/2021 4:09:55 PM - 1				\$295.38
Total Century Link					\$295.38
City of Sumner					
	24790		2021 - February - 1st Council Meeting		
		479-COS			
			January Services		
			001-019-000-554-30-41-01	Animal Control Services	\$4,526.25
			Animal Control Svs. for January		
		Total 479-COS			\$4,526.25
	Total 24790				\$4,526.25
Total City of Sumner					\$4,526.25
Comcast					
	EFT Payment 2/4/2021 4:09:55 PM - 2		2021 - February - 1st Council Meeting		
	8498 35 021 0458551 1/25/-2/24/21				
			1/25/-2/24/21 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$405.18
			City Hall Internet		
		Total 8498 35 021 0458551 1/25/-2/24/21			\$405.18
		8498 35 021 0602869 1/29-2/28/21			
			1/29-2/28/21 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$90.23

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall Public Internet	
				Total 8498 35 021 0602869 1/29-2/28/21	\$90.23
				Total EFT Payment 2/4/2021 4:09:55 PM - 2	\$495.41
Total Comcast					\$495.41
Comcast Business					
				EFT Payment 2/4/2021 4:09:55 PM - 3	
				2021 - February - 1st Council Meeting	
				115378637	
				1/15-2/14/21 Services	
				001-018-000-518-30-42-01 Telecommunications Charges	\$1,237.80
				City Hall Phones	
				Total 115378637	\$1,237.80
				Total EFT Payment 2/4/2021 4:09:55 PM - 3	\$1,237.80
Total Comcast Business					\$1,237.80
Convergint Technologies LLC					
				24791	
				2021 - February - 1st Council Meeting	
				275092	
				Customer Support Plan- Lenel Susp	
				001-018-000-518-85-49-03 Computer Subscriptions	\$2,017.76
				Customer Support Plan- Lenel Susp	
				Total 275092	\$2,017.76
				Total 24791	\$2,017.76
Total Convergint Technologies LLC					\$2,017.76
Crystal Springs					
				EFT Payment 2/4/2021 4:09:55 PM - 4	
				2021 - February - 1st Council Meeting	
				15787820012721	
				Acct# 698722615787820	
				001-018-000-518-20-31-01 Office & Operational Supplies	\$100.57
				City Hall Water	
				Total 15787820012721	\$100.57
				Total EFT Payment 2/4/2021 4:09:55 PM - 4	\$100.57
Total Crystal Springs					\$100.57

Vendor	Number	Reference	Account Number	Description	Amount
D.A. Davidson & Co.					
		Direct Pay Payment 1/26/2021 11:33:09 AM - 1	2021 - January - LID Refinance		
		2125502001			
			LID Refinance Issuance Costs		
			202-000-000-535-10-41-01	Professional Services	\$15,000.00
			LID Refinance Issuance Costs		
		Total 2125502001			
		Total Direct Pay Payment 1/26/2021 11:33:09 AM - 1			
Total D.A. Davidson & Co.					
Davis Wright Tremaine, LLP					
		Direct Pay Payment 2/2/2021 10:51:47 AM - 1	2021 - January - LID Refinance		
		116856-2			
			LID Refinance Issuance Costs		
			202-000-000-515-41-41-02	Legal Services	\$6,000.00
			LID Refinance Issuance Costs		
		Total 116856-2			
		Total Direct Pay Payment 2/2/2021 10:51:47 AM - 1			
Total Davis Wright Tremaine, LLP					
Department of Revenue					
		EFT Payment 2/4/2021 4:09:55 PM - 5	2021 - February - 1st Council Meeting		
		123120-DOR			
			2020 Excise Tax Return		
			001-018-000-518-30-31-01	Office & Operational Supplies	\$9.27
			Sales Tax-ArcMate-Utongs PRO Litter Pick Up Tool		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$7.33
			Sales Tax-Snow Plows Plus-Snowdog part-2 pedal linkage		
			001-018-000-518-85-49-03	Computer Subscriptions	\$89.10
			Sales Tax-JCG Technologies-Meeting Recorder Software		
			001-076-000-576-80-31-01	Operational Supplies	\$728.40
			Sales Tax-Temple Display-25' Christmas Tree		
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$15.34
			Sales Tax-UltraBrightLightz-Plug In Flasher Ford F350		
			401-000-000-535-10-41-51	State Taxes	\$3,517.89
			Public Utility Tax-2020 Sewer Revenue		
		Total 123120-DOR			
		Total EFT Payment 2/4/2021 4:09:55 PM - 5			
Total Department of Revenue					
Drain-Pro					
		24792	2021 - February - 1st Council Meeting		
		77564			
			1/24-2/20/21 Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$437.50

Vendor	Number	Reference	Account Number	Description	Amount
				1/24-2/20/21 Edgemont Park	
		Total 77564			\$437.50
		77565			
			1/24-2/20/21 Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$241.00
				1/24-2/20/21 Nelson Nature Park	
		Total 77565			\$241.00
		77566			
			1/24-2/20/21 Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$106.50
				1/24-2/20/21 Nelson Farm	
		Total 77566			\$106.50
		77567			
			1/24-2/20/21 Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$196.00
				1/24-2/20/21 Trailhead Park	
		Total 77567			\$196.00
		77568			
			1/24-2/20/21 PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$124.50
				1/24-2/20/21 PW Yard	
		Total 77568			\$124.50
	Total 24792				\$1,105.50
Total Drain-Pro					\$1,105.50
Dude Solutions					
		Direct Pay Payment 2/4/2021 4:10:24 PM - 3	2021 - February - 1st Council Meeting		
		INV-83147			
			Annual Subscription		
			001-018-000-518-85-49-03	Computer Subscriptions	\$14,339.75
				Saas Annual Subscription, SmartGov Citizen Portal, Bluebeam	
		Total INV-83147			\$14,339.75
	Total Direct Pay Payment 2/4/2021 4:10:24 PM - 3				\$14,339.75
Total Dude Solutions					\$14,339.75
ESRI					
	24793		2021 - February - 1st Council Meeting		
		93977578			
			PO# 2021006		
			001-018-000-518-85-49-03	Computer Subscriptions	\$1,422.11
				PO# 2021006- ArcGIS License for J.Blaine	
		Total 93977578			\$1,422.11
	Total 24793				\$1,422.11
Total ESRI					\$1,422.11

Vendor	Number	Reference	Account Number	Description	Amount
FCS Group					
	24794			2021 - February - 1st Council Meeting	
		3338-22101100			
			Prj. 3338- Development Cost of Service Study (2021)		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$3,205.00
				Prj. 3338- Development Cost of Service Study (2021)	
		Total 3338-22101100			\$3,205.00
	Total 24794				\$3,205.00
Total FCS Group					\$3,205.00
Foster Garvey PC					
	Direct Pay Payment 1/26/2021 11:33:09 AM - 3			2021 - January - LID Refinance	
	204396-100				
			LID Refinance Issuance Costs		
			202-000-000-515-41-41-02	Legal Services	\$12,000.00
				LID Refinance Issuance Costs	
		Total 204396-100			\$12,000.00
	Total Direct Pay Payment 1/26/2021 11:33:09 AM - 3				\$12,000.00
Total Foster Garvey PC					\$12,000.00
Lakehaven Water & Sewer District					
	24795			2021 - February - 1st Council Meeting	
		3575901 11/3-12/30/20			
			11/3-12/30/20 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$29.06
				City Hall Sewer	
		Total 3575901 11/3-12/30/20			\$29.06
	Total 24795				\$29.06
Total Lakehaven Water & Sewer District					\$29.06
Landau Associates					
	24796			2021 - February - 1st Council Meeting	
		0047372			
			Prj. 0495114.010		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$4,491.48
				Jovita Blvd Dec. 2020 Emergency Landslide Response	
		Total 0047372			\$4,491.48
	Total 24796				\$4,491.48
Total Landau Associates					\$4,491.48
Madrona Law Group, PLLC					
	24797			2021 - February - 1st Council Meeting	
		10607			
			January Services		
			001-019-000-515-41-41-01	Legal Services-External	\$1,334.00

Vendor	Number	Reference	Account Number	Description	Amount
				January Services	
		Total 10607			\$1,334.00
		10609			
			January Services		
			001-019-000-515-41-41-01	Legal Services-External	\$16,793.00
				January Services	
		Total 10609			\$16,793.00
		10610			
			January Services		
			001-019-000-515-41-41-01	Legal Services-External	\$161.00
				January Services	
		Total 10610			\$161.00
	Total 24797				\$18,288.00
Total Madrona Law Group, PLLC					\$18,288.00
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 2/4/2021 4:09:55 PM - 6		2021 - February - 1st Council Meeting		
	J87988/3				
			January Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$60.06
				Batteries for Barricades	
	Total J87988/3				\$60.06
	J90452/3				
			January Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$6.78
				Nuts/Bolts for Sign Truck (#12)	
			410-000-000-531-38-31-01	Operational Supplies	\$16.14
				Pipe, Misc. Supploes	
	Total J90452/3				\$22.92
	J90817/3				
			January Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$24.66
				Misc. Parts for Sign Truck (#7)	
	Total J90817/3				\$24.66
	J98813/3				
			January Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$76.11
				Misc. Supplies	
	Total J98813/3				\$76.11
	J99968/3				
			January Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$9.18

Vendor	Number	Reference	Account Number	Description	Amount
				Supplies for Edgemont Park Gate	
		Total J99968/3			\$9.18
		Total EFT Payment 2/4/2021 4:09:55 PM - 6			\$192.93
Total McLendon Hardware-Blue Tarp Credit Services					\$192.93
Monarch Landscape Holdings					
		Direct Pay Payment 2/4/2021 4:10:24 PM - 4	2021 - February - 1st Council Meeting		
		CD50123312			
			February Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$1,129.77
				February Services	
		Total CD50123312			\$1,129.77
		Total Direct Pay Payment 2/4/2021 4:10:24 PM - 4			\$1,129.77
Total Monarch Landscape Holdings					\$1,129.77
Murrey's Disposal Company					
		EFT Payment 2/4/2021 4:09:55 PM - 7	2021 - February - 1st Council Meeting		
		9641477			
			January Services		
			001-018-000-518-20-47-03	Waste Disposal	\$156.51
				January Services	
		Total 9641477			\$156.51
		Total EFT Payment 2/4/2021 4:09:55 PM - 7			\$156.51
Total Murrey's Disposal Company					\$156.51
National Barricade Co., LLC					
		24798	2021 - February - 1st Council Meeting		
		289928			
			January Purchases		
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$1,010.17
				Barricades, Traffic Cones	
		Total 289928			\$1,010.17
		Total 24798			\$1,010.17
Total National Barricade Co., LLC					\$1,010.17

Vendor	Number	Reference	Account Number	Description	Amount
National League of Cities					
	24799		2021 - February - 1st Council Meeting		
		172894			
			Training- REAL 101		
			001-011-000-511-60-43-01	Travel/Training Costs	\$4,381.00
			REAL 101-Council Training		
		Total 172894			\$4,381.00
	Total 24799				\$4,381.00
Total National League of Cities					\$4,381.00
Office Depot					
	24800		2021 - February - 1st Council Meeting		
		148239749001			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$23.05
			10x13 Envelopes		
		Total 148239749001			\$23.05
		149044951001			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$27.13
			W-2 Envelopes		
		Total 149044951001			\$27.13
		149044956001			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$193.41
			Toilet Paper		
		Total 149044956001			\$193.41
		14919953301			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$19.77
			1099 Forms/Envelopes		
		Total 14919953301			\$19.77
		149199663001			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$105.91
			Hand Sanitizer		
		Total 149199663001			\$105.91
	Total 24800				\$369.27
Total Office Depot					\$369.27
O'Reilly Auto Parts					
		EFT Payment 2/4/2021 4:09:55 PM - 8	2021 - February - 1st Council Meeting		
		3725-348055			
			January Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$20.45
			Wire, Shop Towels, Acetone- Stock for PW Shop		

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$20.46
				Wire, Shop Towels, Acetone- Stock for PW Shop	
		Total 3725-348055			\$40.91
		3725-350695			
			January Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$47.34
				Parts for Mower	
		Total 3725-350695			\$47.34
		Total EFT Payment 2/4/2021 4:09:55 PM - 8			\$88.25
Total O'Reilly Auto Parts					\$88.25
Pacific Premier Bank					
	EFT EFT 1/27/20211		2021 - January - LID Refinance		
		5670370114			
			LID Refinance Issuance Costs		
			202-000-000-535-10-41-01	Professional Services	\$2,000.00
				LID Refinance Issuance Costs	
		Total 5670370114			\$2,000.00
	Total EFT EFT 1/27/20211				\$2,000.00
Total Pacific Premier Bank					\$2,000.00
Pierce County Auditor's Office					
	24801		2021 - February - 1st Council Meeting		
		CI-297751			
			2020 Voter Maintenance		
			001-019-000-514-90-41-01	Voter Registration	\$21,266.00
				2020 Voter Maintenance	
		Total CI-297751			\$21,266.00
	Total 24801				\$21,266.00
Total Pierce County Auditor's Office					\$21,266.00
Pierce County Budget & Finance 2% Dist					
	24802		2021 - February - 1st Council Meeting		
		CI-298491			
			Q4 2020 Liquor/Excise Taxes		
			001-021-000-521-10-42-01	Intergov Chemical Dependency	\$843.72
				Q4 2020 Liquor/Excise Taxes	
		Total CI-298491			\$843.72
	Total 24802				\$843.72
Total Pierce County Budget & Finance 2% Dist					\$843.72

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance Court					
	24803		2021 - February - 1st Council Meeting		
		CI-297463			
			Q1 2021 Services		
			001-019-000-512-50-41-01	Court Services-Contracted	\$27,790.00
			Q1 2021 Services		
		Total CI-297463			\$27,790.00
	Total 24803				\$27,790.00
Total Pierce County Budget & Finance Court					\$27,790.00
Pierce County Budget & Finance PW					
	24804		2021 - February - 1st Council Meeting		
		CI-297597			
			December Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$3,555.17
		Total CI-297597			\$3,555.17
	Total 24804				\$3,555.17
Total Pierce County Budget & Finance PW					\$3,555.17
Pierce County Budget & Finance Sheriff					
	24805		2021 - February - 1st Council Meeting		
		CI-297645			
			December Services- OT		
			001-021-000-521-20-41-02	Police Overtime	\$14,794.18
		Total CI-297645			\$14,794.18
	Total 24805				\$14,794.18
Total Pierce County Budget & Finance Sheriff					\$14,794.18
Staples					
	24806		2021 - February - 1st Council Meeting		
		3468457790			
			January Purchases		
			001-021-000-521-20-35-02	Office Furniture	\$920.80
			File Cabinets, Literature Organizer for PD		
		Total 3468457790			\$920.80
	Total 24806				\$920.80
Total Staples					\$920.80
US Dept of Agriculture (USDA)					
	EFT Payment 2/1/2021 12:41:02 PM - 1		2021 - January - LID Refinance		
	01272021-USDA				
			USDA LID Loan Payoff		
			202-000-000-591-35-73-01	USDA-RD LID Principal Payments	\$8,857,173.68
			LID Loan Payoff		
			202-000-000-592-35-83-03	USDA/RD Loan Interest Payment	\$62,121.55

Vendor	Number	Reference	Account Number	Description	Amount
				LID Loan Payoff	
		Total 01272021-USDA			\$8,919,295.23
		Total EFT Payment 2/1/2021 12:41:02 PM - 1			\$8,919,295.23
Total US Dept of Agriculture (USDA)					\$8,919,295.23
Utilities Underground Location Center					
	24807			2021 - February - 1st Council Meeting	
		1010140			
			January Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$290.25
				Utility Locating Svs. for January	
		Total 1010140			\$290.25
	Total 24807				\$290.25
Total Utilities Underground Location Center					\$290.25
Verizon Wireless					
		EFT Payment 2/4/2021 4:09:55 PM - 9		2021 - February - 1st Council Meeting	
		9871960754			
			January Statement		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,348.71
				January Statement	
		Total 9871960754			\$1,348.71
	Total EFT Payment 2/4/2021 4:09:55 PM - 9				\$1,348.71
Total Verizon Wireless					\$1,348.71
Wells Fargo Vendor Fin Serv					
		EFT Payment 2/4/2021 4:09:55 PM - 10		2021 - February - 1st Council Meeting	
		5013489901			
			February Lease		
			001-018-000-518-30-45-06	Copier Lease	\$368.17
				Kyocera Copier Lease	
		Total 5013489901			\$368.17
	Total EFT Payment 2/4/2021 4:09:55 PM - 10				\$368.17
Total Wells Fargo Vendor Fin Serv					\$368.17
Grand Total		Vendor Count	39		\$9,106,088.77



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0546 – a motion approving Resolution No. 21-0546, setting new LID Assessment Interest Rate	Agenda Item #: 4.E
	For Agenda of: 2/9/2021
	Prepared by: Dave Gray
Attachments (list): 1. 54207830-v1_City of Edgewood LID Interest Rate Resoluton	
Approval of Materials: Dave Gray Rachel Pitzel 2/1/2021 Dave Gray 2/1/2021 Daryl Eidinger 2/2/2021	Expenditure Required: None. The action resolved is to pass on the savings to each LID parcel owner that resulted by the City negotiating a refinance of the total LID debt from 4.25% to 2.1%.
	Amount Budgeted: N/A
	Timeline: The City began the process in early fall 2020.

Summary Statement:

In the Fall of 2020, as the City noted interest rates dropping significantly as a result of the economic distress crated by the COVID19 Pandemic, the Mayor, with Council support, began investigating the potential for a refinance of the existing LID No.1 Sanitary Sewer Construction debt. The City engaged the services of DA Davidson, a known Seattle based company with extensive experience in sourcing government financing for capital projects. DA Davidson, in concert with City Staff, put together a debt purchase offer, solicited interested financial institutions, and ultimately secured a 6.8 million dollar loan at 1.76% interest for 13 year repayment at terms acceptable to the City. The City engaged the services of Foster Garvey, the Cities current Bond Counsel, to vet the proposal, construct the ordinance and loan documents and provide closing services and the required bond opinion letter. The bond purchase by Pacific Premier Bank occurred on January 27th, commiserate with the retirement of the existing USDA Rural Development Bonds, and the City received a reduction in debt service interest by 54%. The attached resolution represents the City Council's action to pass that savings on to the individual parcel owners being assessed for the LID debt.

Item History:

~~Study Session Review 02/02/2021~~

Regular Council Meeting for potential action 02/09/2021

Recommended Action:

MOTION to approve Resolution No. 21-0546, setting new LID Assessment Interest Rates as presented under the Consent Agenda.

Fiscal Note/Consideration:

The actual savings in interest over the 13 year life of the debt at the time of refinancing is about one million

dollars.

RESOLUTION NO. 21-0546

A RESOLUTION OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, REDUCING THE INTEREST RATE FOR ASSESSMENTS IN LOCAL IMPROVEMENT DISTRICT NO. 1

WHEREAS, The City of Edgewood established a Local Improvement District (LID NO 1) in 2009 for the construction of a sanitary sewer. The sewer was built in 2008 at a cost of approximately 23 million dollars utilizing a construction loan from US Bank, and;

WHEREAS, The City placed the long term debt with USDA Rural Development in 2014 at an interest rate of 4.25% on a 20 year bond with annual assessments collected from individual property owners receiving the benefit of the sewer and;

WHEREAS, With the downturn in interest rates that has occurred with the COVID 19 Pandemic, the City refinanced the remaining thirteen years of the debt with Pacific Premier Bank at a rate of 1.85% per annum plus .25% for reserve funding and with this resolution will pass on the entire interest rate reduction to the property owners thereby reducing their annual interest expense by 54 %;

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

Section 1. **Interest Rate on Assessments.** Ordinance No. 14-0428 established the rate on installments of assessments in Local Improvement District No. 1 (LID No. 1) at the rate of 4.25% per annum, which is the rate of the Local Improvement District No. 1 Bonds, 2014A and B plus 0.25%. The 2014 Bonds were recently refunding by the Local Improvement District No. 1 Refunding Bond, 2021, which bears interest at the [all-in](#) true interest rate of 1.85% per annum. The Council hereby reduces the rate on future installments of assessments in LID No. 1 to [2.1%](#) per annum, which is the rate of the 2021 Bonds plus 0.25%.

Section 2. **General Authorization.** The City's Mayor, City Clerk, and Finance Director are authorized to take any action necessary to implement this resolution.

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

ADOPTED THIS 9TH DAY OF FEBRUARY, 2021.

ATTEST:

Daryl Eiding, Mayor

Rachel Pitzel, CMC
City Clerk



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0547 - a motion approving Resolution No. 21-0547, 24th & Meridian Sidewalks – Contract Award	Agenda Item #: 4.F
	For Agenda of: 2/9/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21-0547 2. Contract Signed 1-21-2021 3. P&P Bonds NWA2443 4. Reed Trucking & Excavating COI	
Approval of Materials: Jeremy Metzler Rachel Pitzel 2/3/2021 Dave Gray 2/4/2021 Daryl Eidingen 2/4/2021	Expenditure Required: \$621,356.25
	Amount Budgeted: \$1,000,000 (CIP Project T-9)
	Timeline: 02/09/2021 RCM

Summary Statement:

On December 15, 2020, the City advertised a Call for Bids for the subject capital project. We received eight (8) responses by the January 15, 2021 deadline (revised by Addendum). Staff tabulated the bid results, reviewed the proposals and Supplemental Bidder Responsibility Criteria of the lowest bidder, checked references, and determined the lowest responsive, responsible bidder was Reed Trucking and Excavating, Inc. Attached herewith is a resolution authorizing the Mayor to execute a contract with Reed Trucking and Excavating, Inc. (also attached), for Council consideration and action.

Item History:

02/02/2021 SS

Recommended Action:

MOTION to approve Resolution No. 21-0547, Contract Award for the 24th & Meridian Sidewalk project as presented under the Consent Agenda.

Fiscal Note/Consideration:

The Engineer's Construction Cost Estimate for this project was originally \$1,030,000, revised to \$1,063,326.21 through issuance of Addenda. The Council-adopted Capital Improvement Plan identified \$1,000,000 for construction in 2021. Bids received range from \$621,356.25 to \$953,895.81.

The City's Traffic Impact fee fund balance is currently more than \$4M, and the total TIB Grant fund balance has been adjusted to \$520,849 (see attached TIB Bid Award Letter). Some portion of these balances has and will be allocated toward design and construction management services not included herein.

RESOLUTION NO. 21-0547

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AWARDING THE CONTRACT FOR 24TH AND MERIDIAN SIDEWALK GAPS TO REED TRUCKING AND EXCAVATING, INCORPORATED, IN THE AMOUNT OF \$621,356.25

WHEREAS, the City Council authorized execution of a grant agreement with the Transportation Improvement Board (TIB) for construction of new sidewalks on 24th Street East and Meridian Avenue East by Resolution 19-0441 on January 8, 2019, within the City of Edgewood; and

WHEREAS, the City has construction plans prepared by Transpo and city staff for the 24th and Meridian Sidewalk Gaps, and the Engineer's Estimate for such work was \$1,030,000.00; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for the work; and

WHEREAS, after eight bids were received and opened, the City staff determined that the lowest responsive bidder was Reed Trucking and Excavating, Inc. in the amount of \$621,356.25; and

WHEREAS, the Public Works Director analyzed the proposal and recommended that Reed Trucking and Excavating, Inc. be awarded the contract as the lowest responsive and responsible bidder, based on its bid of \$621,356.25; and

WHEREAS, the City Council considered the recommendation of the Public Works Director during its regular Council meeting of February 9, 2021, and determined that the contract should be awarded to Reed Trucking and Excavating, Inc.;

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

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Reed Trucking and Excavating, Incorporated in the amount of \$621,356.25 for the 24th and Meridian Sidewalk Gaps project, which is attached hereto as Exhibit A.

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

ADOPTED THIS 9TH DAY OF FEBRUARY, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Agreement and Bond Forms

PUBLIC WORKS CONTRACT

1. **Contract and Parties.** This Public Works Contract ("Contract") is between the CITY OF EDGEWOOD, Pierce County, Washington ("City"), a Washington municipal corporation and Reed Trucking and Excavating, Inc. ("Contractor"), a corporation organized under the laws of the State of Washington. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

24TH AND MERIDIAN SIDEWALK GAPS, to include furnishing all labor, materials and equipment necessary for the construction of sidewalk improvements on Meridian Avenue E and 24th Street E including but not limited to, construction of new location sidewalks, connecting to existing sidewalks, pavement widening and restoration, driveway restoration, storm drainage adjustments and new catch basins, construction of a retaining wall adjacent to the sidewalks on 24th Street E, installation of street trees, signing and striping, and temporary traffic control as further described in the Bid Documents.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
2224 104th Ave E
Edgewood, WA 98372-1513
Contact: Jeremy Metzler
Phone: (253) 952-3299 x114
Email: jeremy@cityofedgewood.org

CONTRACTOR:

Reed Trucking and Excavating, Inc.
Address: 2207 Inter Avenue, Suite A
Puyallup, WA 98372
Contact: Shawn J. Reed
Phone: (253) 841-4837
Email: sreed@reedtrucking.com
Tax ID #: 601-915-034

5. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 120 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

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

A. In general.

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - This Contract
 - Scope of Work
 - Plans and Contract Drawings
 - Special Provisions
 - General Provisions
 - Bid Documents
 - Contractor's Proposal
 - Addenda (if any)
 - Performance and Bid Bond
 - All provisions required by law to be inserted into this Contract, whether actually attached hereto or not

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

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

- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 7:00 AM, and shall not work after 5:00 PM.
- (6) Conditions of Work. By submitting a bid, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved in completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his/her own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured or waived by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings, if applicable, and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.
- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. Work Performance.

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

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

- (11) Notice to City. Minimum two (2) working days' prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (12) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (13) Schedule of Work to be followed. All Work shall be performed by the date for completion provided in this Contract. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (14) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (15) Project Administration. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

c. Non-Discrimination.

- (16) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (17) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. Compensation and Payment

- A. The City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____ plus all applicable taxes.
 - ☒ Unit prices set forth in the Contractor's proposal; not to exceed \$621,356.25 (inclusive of all applicable taxes).
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.
- 8. Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract

and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Initial: SR. (Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
10. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending July 31, 2021, unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

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

A. Responsibility Criteria.

- (1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:
- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
 - b. Contractor has a current state unified business identifier number;
 - c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
 - d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

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

13. Insurance.

A. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

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

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provision

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

G. Contractor's Insurance for Other Losses

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

H. Waiver of Subrogation

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

K. Subcontractors

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

L. Notice of Cancellation

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

M. Failure to Maintain Insurance

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

14. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims,

injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

19. Extent of Contract/Modification. This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior

negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

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

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

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

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

CITY OF EDGEWOOD

By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By: Shawn J Reed

Print name: Shawn J Reed

Title: President

Date: 01/21/2021

APPROVED AS TO FORM:



Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Shawn J Reed (Corporate Officer (Not Contract Signer)) certify that I am the President (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that Shawn J Reed, (Contract Signer) who signed said Contract on behalf of Contractor, was then President (Corporate Title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Shawn J Reed
Corporate Officer Signature (not Contract Signer)

Shawn J Reed

Print Name

President

Title

State of Washington

County of Pierce

Shawn Reed, (Corporate Officer (not Contract Signer)) being duly sworn, deposes and says that he/she is President (Corporate Title) of Reed Trucking & Exc. (Name of Corporation).

20 21 Subscribed and sworn to before me this 21st day of January.



Brandi M. Hall
Notary Public (Signature)

Brandi M. Hall
Notary Public (Print)

My commission expires 5/1/23

PERFORMANCE BOND
to CITY OF EDGEWOOD, WA

Bond No. NWA2443

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Reed Trucking & Excavating, Inc. (Principal), a contract for the construction of the project designated as the 24th and Meridian Sidewalk Gaps in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Merchants National Bonding, Inc. (Surety), a corporation, organized under the laws of the State of Iowa and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Six Hundred Twenty-one Thousand Three Hundred Fifty-six & 25/100 US Dollars (\$ 621,356.25) Total Contract Amount, subject to the provisions herein.

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

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

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

PRINCIPAL Reed Trucking & Excavating, Inc.

SURETY Merchants National Bonding, Inc.

Shawn J. Reed 1/21/2021
Principal Signature Date

Aliceon A. Keltner 1/21/2021
Surety Signature Date

Shawn J. Reed
Printed Name

Aliceon A. Keltner
Printed Name

President
Title

Attorney-in-Fact
Title



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

Propel Insurance

601 Union Street, Suite 3400, Seattle, WA 98101

(206) 676-4200

Approved as to form:

[Signature]

1/26/2021

City Attorney, City of Edgewood

Date

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. NWA2443

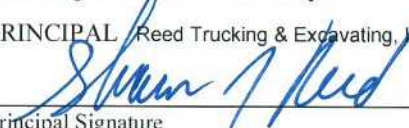
The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Reed Trucking & Excavating, Inc. (Principal), a contract for the construction of the project designated as the 24th and Meridian Sidewalk Gaps in Edgewood, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and Merchants National Bonding, Inc. (Surety), a corporation organized under the laws of the State of Iowa and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Six Hundred Twenty-one Thousand Three Hundred Fifty-six & 25/100 (\$ 621,356.25) Total Contract Amount, subject to the provisions herein.

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

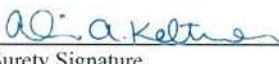
The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein,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

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

PRINCIPAL Reed Trucking & Excavating, Inc.

Principal Signature 1/21/2021
Date

Shawn J. Reed
Printed Name

President
Title

SURETY Merchants National Bonding, Inc.

Surety Signature 1/21/2021
Date

Aliceon A. Keltner
Printed Name

Attorney-in-Fact
Title



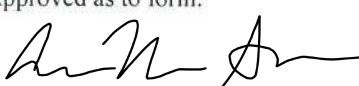
Name, address, and telephone of local office/agent of Surety Company is:

Propel Insurance

601 Union Street, Suite 3400, Seattle, WA 98101

(206) 676-4200

Approved as to form:


City Attorney, City of Edgewood

1/26/2021

Date

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aliceon A Keltner; Alyssa J Lopez; Amelia G Burrill; Annelies M Richie; Brandon K Bush; Brent E Heilesen; Carley Espiritu; Christopher Kinyon; Cynthia L Jay; Eric A Zimmerman; Erica E Mosley; Heather L Allen; Holli Albers; James B Binder; Jamie L Marques; Katharine J Snider; Kyle Joseph Howat

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of May, 2020.



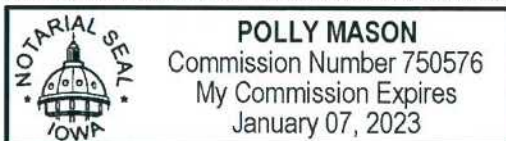
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 19th day of May, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of January, 2021.



William Warner Jr.
Secretary

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Seattle Commercial Insurance 601 Union Street, Suite 3400 Seattle, WA 98101-1371	CONTACT NAME: Trisha Thompson PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: Trisha.Thompson@propelinsurance.com																					
INSURED Reed Trucking & Excavating Inc. 2207 Inter Ave, Ste. A Puyallup, WA 98372	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Western National Mutual Insurance Co.</td><td>15377</td></tr> <tr> <td colspan="2">INSURER B : The Ohio Casualty Insurance Company</td><td>24074</td></tr> <tr> <td colspan="2">INSURER C : Westchester Surplus Lines Insurance Co.</td><td>10172</td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Western National Mutual Insurance Co.		15377	INSURER B : The Ohio Casualty Insurance Company		24074	INSURER C : Westchester Surplus Lines Insurance Co.		10172	INSURER D :			INSURER E :			INSURER F :		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP123261100	02/21/2020	02/21/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPP123118500	02/21/2020	02/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000			UMB103939400	02/21/2020	02/21/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CPP123261100	02/21/2020	02/21/2021	☐ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Lease/Rent Equip			CPP123261700	02/21/2020	02/21/2021	\$100,000 / \$500 Ded
C	Pollution			G46653907001	06/15/2019	06/15/2020	\$1,000,000 / \$2,500 Ded
B	Installation Floa			CPP123261700	02/21/2020	02/21/2021	Limit: \$1,353,323

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 24th and Meridian Sidewalk Gaps Project

The City of Edgewood, and its officers, elected officials, employees, agents, and volunteers, Gray & Osborne, Inc. are named as Additional Insureds, per the attached.

CERTIFICATE HOLDER

CANCELLATION

City of Edgewood 2224 104th Ave E Edgewood, WA 98372	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTORS –
OPERATIONS AND COMPLETED OPERATIONS –
WITH ADDITIONAL INSURED REQUIREMENT
IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1)** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2)** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a.** Your acts or omissions; or
- b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to Additional Insured - Operations, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1)** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2)** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a.** Your acts or omissions; or
- b.** The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): PER WRITTEN CONTRACT OR AGREE- MENT WHERE YOU AGREED TO PRO- VIDE A SEPARATE GENERAL AGGRE- GATE LIMIT FOR EACH PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet	2
Property Damage Liability	
• Elevators	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000	4
• Loss of Earnings Up To \$500/Day	4
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee	4
• Newly Formed Or Acquired Organizations For Up To 180 Days	4
• Blanket Additional Insured – Vendors – As Required By Contract	4
• Blanket Additional Insured – Lessor Of Leased Equipment	6
• Blanket Additional Insured – Managers Or Lessors Of Premises	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises	8
Damage To Premises Rented To You – \$300,000	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended	9
• Unintentional Failure To Disclose Hazards	9
• Waiver of Subrogation	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
 - (a)** Less than 50 feet long; and
 - (b)** Not being used to carry persons or property for a charge;

This Subparagraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3)** Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

- (4)** Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

- (5)** “Bodily injury” or “property damage” arising out of:

- (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

- (b)** The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

B. Damage To Property Coverage Extensions

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

j. Damage To Property

“Property damage” to:

- (1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2)** Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Subparagraphs b. and c. with the following:

- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

- 1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
- a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to
- Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
- a. \$10,000; or
 - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee	Lawsuit	Defense	Cost
Reimbursement			

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1,000 limit with a \$2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph b. is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1) Such “insured” is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-008 - a motion confirming the Mayoral appointment of Tom Greene to Position No. 3 on the Planning Commission and Deanna Clark to Position No. 4 to the Economic Development Advisory Board each with term ending June 30, 2022 and Shelly Osmonson to Position No. 1 of the Salary Commission with term ending December 31, 2021.	Agenda Item #: 5.A
	For Agenda of: 2/9/2021
	Prepared by: Darren Groth
Attachments (list): 1. PC_ Public Roster - Current as of 02-09-21 2. EDAB_ Public Roster - Current as of 02-09-21 3. Salary Commission_Roster_Public_020921	
Approval of Materials: Darren Groth Rachel Pitzel 2/4/2021 Dave Gray 2/4/2021 Daryl Eidinger 2/4/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 02/02/2021: SS Interviews 02/09/2021: RCM Appointment Confirmations

Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Sections 2.30.020 and 2.32.020 for Planning Commission and Economic Development Advisory Board (EDAB) vacancies, respectively, City Council shall fill vacancies as stated in the Council Rules of Procedure. Per the Council Rules, once the applications are received, the City Council shall review and rank application packets. Should there be four or fewer applicants for any one position, however, all candidates shall be interviewed by the Council. In regard to this agenda item, we only have two applications for the Planning Commission and just one for the EDAB. As such, this item is intended to serve as the interview for those three applicants. Based on City Council's interview rankings, the Mayor shall appoint the respective interviewees and the Council shall confirm or deny the appointments proposed by the Mayor. As such, the Mayor is seeking confirmation to appoint Tom Greene to Position No. 3 on the Planning Commission and Deanna Clark to Position No. 4 to the Economic Development Advisory Board. The appointees will serve the remainder of the current term, which ends on June 30, 2022 for both positions.

Staff is also requesting to add Shelly Osmonson who was interviewed and not chosen for the Planning Commission vacancy to be confirmed for the open vacancy of the Salary Commission with term expiring December 31, 2021.

Item History:

Recommended Action:

MOTION confirming AB21-008, the Mayoral appointment of Tom Greene to Position No. 3 on the Planning Commission and Deanna Clark to Position No. 4 to the Economic Development Advisory Board each with term ending June 30, 2022 and Shelly Osmonson to Position No. 1 of the Salary Commission with term ending December 31, 2021.

Fiscal Note/Consideration:



CITY OF EDGEWOOD

Planning Commission Membership Roster

Planning Commission Membership Roster			
Position	Member	City Email	Term Ending
1	Carly Guillory	cguillory@cityofedgewood.org	2022
2	JoAnn Overfield**	joverfield@cityofedgewood.org	2022
3	Tom Greene	tgreene@cityofedgewood.org	2022
4	Sarah Wagner	swagner@cityofedgewood.org	2021
5	Jason Ramirez	jramirez@cityofedgewood.org	2021
6	Allison Pincas*	apincas@cityofedgewood.org	2021
7	Karla Slate	kslate@cityofedgewood.org	2021

***Vice-Chair**

****Chair**

EDAB Membership Roster			
Position	Member	City Email	Term Ending
1	Scott Kilmer	skilmer@cityofedgewood.org	2021
2	Andrew Wiesenfeld*	awiesenfeld@cityofedgewood.org	2021
3	Lora Butterfield**	lbutterfield@cityofedgewood.org	2021
4	Deanna Clark	dclark@cityofedgewood.org	2022
5	Sandin Grasdalen	sgrasdalen@cityofedgewood.org	2022
6	Dawne Swanson	dswanson@cityofedgewood.org	2022
7	Jason Neil	jneil@cityofedgewood.org	2022

***Vice-Chair**

****Chair**



City of Edgewood Salary Commission Roster

2224 104th Avenue East, Edgewood, WA 98372

SHELLY OSMONSON, POSITION #1

Term Ending: December 31, 2021

JEFF HOGAN, POSITION #2

Term Ending: December 31, 2023

GARY BALDRIDGE, POSITION #3

Term Ending: December 31, 2023

JASON NEIL, POSITION #4 (CHAIR)

Term Ending: December 31, 2021

SHAWN CARTER, POSITION #5

Term Ending: December 31, 2021



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-009 - a motion approving the Code Compliance Manager & Development Review Coordinator job descriptions	Agenda Item #: 5.B
	For Agenda of: 2/9/2021
	Prepared by: Darren Groth
Attachments (list): 1. Code Compliance Manager_ 02-09-21 2. Development Review Coordinator_ 02-09-21	
Approval of Materials: Darren Groth Rachel Pitzel 2/4/2021 Dave Gray 2/4/2021 Daryl Eidinger 2/4/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 12/01/2020 SS 12/08/2020 RCM 01/19/2021 SS Postponed 02/02/2021 SS 02/09/2021 RCM

Summary Statement:

Mayor proposed two previously undefined positions in the 2021 draft budget he presented to City Council in December 2020. The Code Compliance Manager would oversee the Code Enforcement Division within the Community & Economic Development Department. The Development Review Coordinator would be in charge of organization and day-to-day tasking for the front counter, as well as overseeing the newly created Development Review Committee (DRC). The DRC is a team of professionals from multiple disciplines, i.e., Police, Fire, engineering, planning, building, inspections, Code Enforcement, water, sewer, TPCHD, and other agencies as needed, that is responsible for ensuring project permitting reviews are conducted in accordance with state and local rules.

On December 1, 2020, the proposed job descriptions were reviewed during the City Council study session and placed on the Consent Agenda for the next regular Council meeting. On December 8, 2020, this item was removed from the consent agenda and discussed under regular Council business. The discussion was postponed to a date certain of January 19, 2021.

On January 19, 2021, Mayor postponed the discussion until after the annual Strategic Planning meeting that occurred on January 30, 2021. As such, the City Council discussion was rescheduled to the Study Session on February 2, 2021. Following the study session, this agenda item is intended to allow City Council to adopt the new job descriptions for the Code Compliance Manager and Development Review Coordinator. Both job descriptions are attached to this agenda bill.

Item History:

Recommended Action:

MOTION to approve the Code Compliance Manager and Development Review Coordinator job descriptions as presented.

Fiscal Note/Consideration:



City of Edgewood

2224 104th Ave E, Edgewood WA 98372-1513
Phone (253) 952-3299 | Fax (253) 952-3537

Code Compliance Manager – Job Description

Department: Community & Economic Development
Code Enforcement Division

Salary Range: \$7,185 – \$8,626/mo.
\$86,220 – \$103,512/yr.

Opening Date:

Closing Date: Open until Filled

First Review:

This position is a full-time, non-union, FLSA exempt position.

GENERAL SCOPE OF WORK

The Code Compliance Manager requires advanced professional Code Enforcement experience of high complexity and variety. This position manages and oversees the Code Enforcement Division within the larger Community and Economic Development (CED) Department. The person in this position serves as the City's Code Enforcement Officer and uses technical knowledge and discretion in managing Division staff and an active caseload, as well as overseeing the implementation and updating of applicable regulations. The person filling this position will receive, investigate, research, and resolve citizen questions, complaints, violations, and issues relating to zoning, land use, signs, surface water, site development, and compliance with other related municipal codes.

The Code Compliance Manager is expected to exercise considerable initiative to work independently in the field and is responsible for decisions requiring discretion, judgment, and familiarity with a variety of codes and ordinances. The Code Compliance Manager routinely encounters members of the public with little or no prior knowledge of the requirements of the City code. The person in this position must exercise patience and attempt to gain cooperation from citizens in order to avoid adversarial situations.

Due to the limited number of City staff, each staff member is expected to perform a wide range of office and field duties. The City of Edgewood is an at-will employer and all staff members serve at the pleasure of the Mayor.

SUPERVISION

This position performs a wide range of cross-functional duties, teaming with all departments at City Hall and reports to the CED Director. Work may also be performed in support of the Mayor, Public Works Director, Building Official, City Attorney, Police Chief, or Planning Manager. Supervision of the Code Compliance Specialist is also required.

ESSENTIAL JOB FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable performance of these essential job functions.

1. Manages, organizes and prioritizes the work activities, schedules and assignments of staff.
2. Provides leadership in citizen relations, technical support, and safety and problem solving; sets priorities and policy for enforcement goals.
3. Guides, reviews, and approves assigned projects.
4. Acts as department representative at hearings; interprets codes and advises hearing examiners and city attorneys in developing and setting policies and procedures.
5. Provide technical assistance and information to staff and the public in the administration of specific code compliance programs.
6. Recruits, trains and evaluates code compliance staff.
7. Manages the division budget.
8. Resolve complex enforcement issues by receiving, researching, investigating, and resolving citizen questions or complaints regarding potential violations of the Edgewood Municipal Code (EMC), for such issues relating to land use, zoning, signage, dumping, clearing, grading, building and construction, site development, other nuisances, and other applicable codes.
9. Conduct field investigations of property within the City of Edgewood for potential violations of adopted City codes, regulations, and policies.
10. Inspect sites, interview witnesses, gather evidence, initiate contact with property owners and advise of violation(s) and requirements and timelines for compliance.
11. Prepare and maintain a variety of logs and records related to inspection and enforcement.
12. Recommend amendments and additions to City codes or regulations.
13. Follow established processes for issuing notices of code violation, enforcement letters, citations, and other similar items.
14. Develop procedures for monitoring and assisting property owners in correcting violations.
15. Meet with owners, tenants, contractors, developers, businesses, etc. to review and explain code requirements and violations or potential violations in order to secure code compliance.
16. Coordinate efforts with the Police, Planning, Building, Public Works, other City departments, the prosecuting attorney, and other staff or agencies, as needed.
17. Work with police and prosecutors to obtain written or tape-recorded statements, depositions, or admissions, as needed.
18. Review cases being prepared for trial with emphasis on the evidentiary and legal issues crucial to successful prosecution.
19. Prepare detailed reports of activities and investigations made; consults with the City Attorney or criminal prosecutors and prepares case reports for court action; testifies in court.
20. Assist in obtaining, enhancing, preparing, or presenting exhibits or other evidence in court.
21. Maintain, disclose and destroy public records in accordance with the requirements of the WA Public Records Act and WA State Archives retention guidelines.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

To perform this job successfully, the person in this position must be able to perform each Essential Job Function. The requirements listed below are representative of the knowledge, skills, and abilities necessary to meet the minimum qualifications for this position.

Knowledge of

1. Code enforcement principles, practices and methods applicable to a municipal setting;
2. Principles and practices of research and data collection;
3. Effective writing techniques;
4. Statistical, algebraic, or geometric knowledge and ability to apply such knowledge in practical situations;
5. Pertinent federal, state and local laws, codes and regulations including recent changes;
6. Local government procedures and practices;
7. Inspection techniques, warrant procedures, and gaining access to private property;
8. Citizen involvement techniques and processes;
9. Computer hardware and software programs, which may include Microsoft Office, Internet applications, econometric or transportation modeling, database management, or GIS.

Skills and Abilities

10. Oral communication and interpersonal skills to explain rules and procedures clearly to the public;
11. Problem-solving skills to gather relevant information to solve vaguely defined practical problems;
12. Ability to work on several projects or issues simultaneously;
13. Ability to work independently or in a team environment, as needed;
14. Ability to prepare, organize and maintain inspection field data, reports and systems;
15. Ability to analyze complex situations, problems, and data, and use sound judgment in drawing conclusions and making decisions.
16. Ability to comprehend and apply existing code requirements to various situations.
17. Ability to articulate complex facts and relationships in detail and to summarize and write clearly, concisely, and legibly.
18. Ability to use initiative and independent judgment to determine if a violation exists and the appropriate follow-up action.
19. Ability to testify in court in an objective, concise, and professional manner.
20. Ability to produce or obtain reports, graphs, charts, photographs, evidence, or exhibits.
21. Ability to follow verbal and written instructions.
22. Ability to handle stressful situations and effectively deal with difficult or angry people.
23. Skilled at reading and using City maps, property descriptions, construction plans, and other related plans and drawing to ensure conformance with approved plans and satisfaction of zoning and design guidelines, e.g., landscaping, fencing, signs, parking spaces, and lighting.
24. A sense of humor and positive attitude are essential.

MINIMUM QUALIFICATIONS/ACCEPTABLE EQUIVALENCY:

Required

A bachelor's degree in Construction or Property Management, Building Inspection, Civil Engineering, Urban Planning, Architecture, Public Policy, Criminal Justice, Public Administration, or related area of study;

AND

Five (5) years experience in housing, inspections, commercial property management, land development, code enforcement, or related field, plus three (3) years supervisory experience.

OR

Any equivalent combination of education and experience that provides the applicant with the necessary knowledge, skills, and abilities required to perform the essential job functions.

AND

The ability to obtain, and maintain a valid Washington State Driver's License throughout employment, and documentation to fulfill the requirements of the Immigration and Nationality Act within 3 days of employment.

Preferred

- International Code Council (ICC) and American Association of Code Enforcement (AACE) Certifications to include ICC Zoning Inspector; ICC/AACE Property Maintenance and Housing Inspector; or ICC/AACE Code Enforcement Officer.
- Ability to obtain ICC Legal Module (MG) and Management Module (MM) certification within eighteen (18) months of employment.
- Prior work in local government

SPECIAL CONSIDERATIONS

The incumbent will be joining an organization with approximately 20+ full-time positions. As a small and nimble organization, the City of Edgewood needs to hire and retain individuals interested in working with a small team. All employees of the City of Edgewood are expected to uphold and exhibit the City's shared employee values of Knowledge, Respect, and Integrity. A hiring objective for this position is to find an employee that will be competently qualified and interested in the work diversity offered by a full-service municipal corporation operating with a limited budget and staffing.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions. The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this position.

While performing the duties of this job, the employee is required to stand, walk, use hands and fingers, handle, feel or operate objects, tools, or controls, and reach with hands and arms. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. The employee is occasionally required to sit, climb stairs, talk, and hear. The employee may occasionally be required to lift or move up to 35 pounds with or without a reasonable accommodation. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Work is conducted primarily in an office setting, but may include time in the field under a variety of weather conditions. Duties are usually performed alone, but are also performed as part of a work team. Attendance at some evening meetings may be required. The work environment is fast-paced and moderate to very noisy.

ACKNOWLEDGEMENTS

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

EQUAL OPPORTUNITY EMPLOYER - AMERICANS WITH DISABILITIES ACT

The City of Edgewood is an Equal Opportunity Employer. Women and minorities are encouraged to apply. Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute a contract or agreement for employment. It is subject to change by the City as the needs of the City and requirements of the job change.

The City of Edgewood is a Drug Free workplace and an Equal Opportunity Employer.

APPLICATION SUBMITTAL

If you meet the minimum qualifications and are interested in applying for this position, please email your application packet consisting of a cover letter, resume, signed EOCC statement, signed job description, and your responses to the supplemental questions (listed below) to: humanresources@cityofedgewood.org.

Application packets may also be sent to the City of Edgewood via regular mail to the following address:

**City of Edgewood
Human Resources
2224 104th Ave E
Edgewood, WA 98372-1513**

Incomplete submittals will be disqualified. Only those applicants selected to move forward in the process may be contacted. Submittals will be retained in accordance with Records Retention practices. If you have questions regarding the application process, please contact human resources at 253-952-3299 or via e-mail at humanresources@cityofedgewood.org.

Employee signature below constitutes the employee's understanding of the requirements, expectations, essential functions and duties of this position.

Name

Date

SUPPLEMENTAL QUESTIONS

The following questions are designed to help you present your qualifications for this position. Your responses to these questions will be used to determine whether you are among the most qualified of the applicants and should continue in the selection process. Responses should be printed legibly in ink or typewritten, complete, and specific. Clarity and completeness of answers are factors, which will be considered in the evaluation process. Address each question separately using additional pages as necessary. Be sure to indicate your name on each additional page. Please note that you must submit a cover letter, resume, and signed EOCC statement along with the completed supplemental questions in order to be considered further in the selection process.

1. Are you authorized to work lawfully in the U.S.?
2. Will you now or in the future require sponsorship for employment visa status, e.g., H-1B visa status or other employment-based immigration case?
3. Please describe your supervisory experience.
4. Please describe your experience with construction and land development.
5. Please describe your knowledge of municipal codes.
6. Please describe your experience in either following technical information on land use and zoning through implementation of construction projects or enforcing adopted codes.
7. Please tell us why you are interested in this position and why you are looking to leave your current position.
8. If you do not possess the typical education or experience listed under the minimum qualifications, or if you would like to expand on your qualifications, please explain how your particular combination of education and experience has provided you with the required knowledge, skills, and abilities to perform the essential functions of this job.



City of Edgewood

2224 104th Ave E, Edgewood WA 98372-1513
Phone (253) 952-3299 | Fax (253) 952-3537

Development Review Coordinator – Job Description

Department: Community & Economic Development
Building Division

Salary Range: \$6,282 – \$7,542/mo.
\$75,384 – \$90,504/yr.

Opening Date:

Closing Date: Open until Filled

First Review:

This position is a full-time, non-union, FLSA non-exempt position.

GENERAL SCOPE OF WORK

The Development Review Coordinator performs a variety of administrative and technical functions for the Community and Economic Development Department. This position coordinates, plans, manages, and oversees the community's economic, social, and physical growth as it relates to the front permitting counter. Overall performance of the front counter is the responsibility of this position. As well as successful coordination of the City's Development Review Committee.

Due to the limited number of City staff, each staff member is expected to perform a wide range of office and field duties. The City of Edgewood is an at-will employer and all staff members serve at the pleasure of the Mayor.

SUPERVISION

This position performs a wide range of cross-functional office duties. The Development Review Coordinator will be asked to work with all departments at City Hall, especially the Building and Inspection team, Planning Division, Code Enforcement Division, and Engineering Plan Review team. This position reports to Building Official. Work may also be performed under limited supervision of the Community and Economic Development Director. Direct supervision of others is not required; however, assigning day-to-day tasks to various employees in order to execute front counter responsibilities may be required.

ESSENTIAL JOB FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable performance of these essential job functions.

1. Accepts permit applications, checks for accuracy and completeness, calculates fees, issues receipt, enters application into permit tracking system, routes to appropriate review staff; monitors application progress for status reports; enters application decisions into permit

tracking system and forwards decisions and plan sets to applicants; issues simple, routine permits within scope of authority and responsibility assigned.

2. Answers procedural questions regarding zoning codes, engineering standards and building codes at the counter or on the phone; directs builders, developers and the general public to the appropriate City codes, regulation manuals, information sheets or other City staff for more specific information.
3. Provides general zoning, building and public works application forms to permit applicants and the general public; provides guidance in filling out various applications and forms; ensures that defined information and attachments required to submit an accurate and complete application are included in submittal; advises applicants and the general public regarding the status of applications using the permit tracking system.
4. Maintains accurate and timely records of all building, planning, and engineering permits and department records and files; inputs, maintains and compiles a variety of data on permitting activity; maintains land use, fire, building, engineering permit and other tracking data.
5. Assists in establishing efficient and effective procedures for permit processing; performs research on trends in permitting procedures and makes recommendations on upgrades to current systems and procedures.
6. Assists in the scheduling of requests for field inspections and maintains an inspection activity log; assists in coordinating the permitting process with building official, inspectors, planners, engineers, fire inspectors and other staff; coordinates and maintains a calendar for inspections.
7. Participates in creating, establishing and monitoring the addressing system for both new and existing buildings.
8. Accepts and enters land use, building and engineering applications into City's permit system and forwards to appropriate staff for review and processing.
9. Provides the public with basic or directive information on the City's development regulations, building codes and engineering standards.
10. Administers the tracking system for inspections of public and private improvements as part of the site plan and subdivision construction process, schedules inspections, releases financial guarantees as improvements are inspected and accepted, coordinates the building inspection and certificate of occupancy process.
11. Administers the permit tracking system; updates the system when new procedures are implemented or existing procedures are modified; creates and runs reports from the system; ensures functional integration with other City software and systems. Serves as the City's main point-of-contact for SMARTGOV, or whichever software replaces it.
12. Because of the small size of the City staff, each employee is expected to perform a wide range of office and field duties as may be required from time to time, including covering for other staff during break and leave periods, being cross trained to other comparable positions, and supporting other staff in both the Community & Economic Development Department and the Public Works Department.
13. Maintain, disclose and destroy public records in accordance with the requirements of the WA Public Records Act and WA State Archives retention guidelines.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

To perform this job successfully, the person in this position must be able to perform each Essential Job Function. The requirements listed below are representative of the knowledge, skills, and abilities necessary to meet the minimum qualifications for this position.

Knowledge of

1. General land use development and building code procedures;
2. Basic zoning and building code administration;
3. Basic engineering practices and procedures;
4. Manual and computerized record keeping systems;
5. Customer service techniques and principles;
6. Permit and application tracking systems and methods;
7. Computer hardware and software programs, which may include Microsoft Office, Internet applications, and GIS;
8. Pertinent federal, state and local laws, codes and regulations including recent changes;
9. Knowledge of local government procedures and practices;
10. Citizen involvement techniques and processes;

Skills and Abilities

11. Oral communication and interpersonal skills to explain rules and procedures clearly to the public;
12. Problem-solving skills to gather relevant information to solve vaguely defined practical problems;
13. Ability to review plans and apply ordinance and code provisions to determine compliance with such regulations and to apply those regulations to field conditions;
14. Ability to work on several projects or issues simultaneously;
15. Ability to work independently or in a team environment as needed;
16. Reading comprehension to understand technical and legal materials;
17. A sense of humor and positive attitude are essential.

MINIMUM QUALIFICATIONS/ACCEPTABLE EQUIVALENCY:

Required

A bachelor's degree in urban planning, architecture, public administration, business, economic, public policy, or related area of study with four (4) years of professional experience in community services, community development, customer service, or a related field.

OR

Any equivalent combination of education and experience that provides the applicant with the necessary knowledge, skills, and abilities required to perform the essential job functions.

AND

The ability to obtain, and maintain a valid Washington State Driver's License throughout employment, and documentation to fulfill the requirements of the Immigration and Nationality Act within 3 days of employment.

Preferred

- Permit Technician; Residential Building Inspector; or Residential Plans Examiner certification(s)
- Prior work in local government
- Experience working with SMARTGOV permitting software

SPECIAL CONSIDERATIONS

The incumbent will be joining an organization with approximately 20+ full-time positions. As a small and nimble organization, the City of Edgewood needs to hire and retain individuals interested in working with a small team. All employees of the City of Edgewood are expected to uphold and exhibit the City's shared employee values of Knowledge, Respect, and Integrity. A hiring objective for this position is to find an employee that will be competently qualified and interested in the work diversity offered by a full-service municipal corporation operating with a limited budget and staffing.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions. The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this position.

While performing the duties of this job, the employee is required to stand, walk, use hands and fingers, handle, feel or operate objects, tools, or controls, and reach with hands and arms. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. The employee is occasionally required to sit, climb stairs, talk, and hear. The employee may occasionally be required to lift or move up to 35 pounds with or without a reasonable accommodation. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Work is conducted primarily in an office setting, but may include time in the field under a variety of weather conditions. Duties are usually performed alone, but are also performed as part of a work team. Attendance at some evening meetings may be required. The work environment is fast-paced and moderate to very noisy.

ACKNOWLEDGEMENTS

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

EQUAL OPPORTUNITY EMPLOYER - AMERICANS WITH DISABILITIES ACT

The City of Edgewood is an Equal Opportunity Employer. Women and minorities are encouraged to apply. Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description does not constitute a contract or agreement for employment. It is subject to change by the City as the needs of the City and requirements of the job change.

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APPLICATION SUBMITTAL

If you meet the minimum qualifications and are interested in applying for this position, please email your application packet consisting of a cover letter, resume, signed EOCC statement, signed job description, and your responses to the supplemental questions (listed below) to: humanresources@cityofedgewood.org.

Application packets may also be sent to the City of Edgewood via regular mail to the following address:

**City of Edgewood
Human Resources
2224 104th Ave E
Edgewood, WA 98372-1513**

Incomplete submittals will be disqualified. Only those applicants selected to move forward in the process may be contacted. Submittals will be retained in accordance with Records Retention practices. If you have questions regarding the application process, please contact human resources at 253-952-3299 or via e-mail at humanresources@cityofedgewood.org.

Employee signature below constitutes the employee's understanding of the requirements, expectations, essential functions and duties of this position.

Name

Date

SUPPLEMENTAL QUESTIONS

The following questions are designed to help you present your qualifications for this position. Your responses to these questions will be used to determine whether you are among the most qualified of the applicants and should continue in the selection process. Responses should be printed legibly in ink or typewritten, complete, and specific. Clarity and completeness of answers are factors, which will be considered in the evaluation process. Address each question separately using additional pages as necessary. Be sure to indicate your name on each additional page. Please note that you must submit a cover letter, resume, and signed EOCC statement along with the completed supplemental questions in order to be considered further in the selection process.

1. Are you authorized to work lawfully in the U.S.?
2. Will you now or in the future require sponsorship for employment visa status, e.g., H-1B visa status or other employment-based immigration case?
3. Please describe your customer service experience.
4. Please describe your familiarity with municipal permitting, permitting software, building inspections, plan review, and general development regulations.
5. Please tell us why you are interested in this position and why you are looking to leave your current position.
6. If you do not possess the typical education or experience listed under the minimum qualifications, or if you would like to expand on your qualifications, please explain how your particular combination of education and experience has provided you with the required knowledge, skills, and abilities to perform the essential functions of this job.