



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, May 25, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PUBLIC HEARING

A. AB-21-020 PUBLIC HEARING - regarding Annual TIP Update

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

5. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of May 11, 2021

B. Regular City Council Meeting Minutes of May 18, 2021

C. Review of Commission, Committee and Board Meeting Minutes

D. AB21-021 - a motion approving May 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$130,112.31; and Vendor Check Numbers 24958 through 24975 with EFT and Direct Pay Payments in the amount of \$914,238.79. Total distributions submitted for review and authorization in the amount of \$1,044,351.10

E. AB21-0561 – Resolution No. 21-0561, Code Publishing Web Hosting Services Update

F. AB21-0562 – Resolution 21-0562, 2021 1st Amendment Edgewood Sewer Service ILA

G. AB21-0563 – Resolution 21-0563, Edgewood Dr / Sumner Heights Dr Contract

H. AB21-0564 – Resolution 21-0564, Grinder Pump Agreements

6. COUNCIL BUSINESS

7. COUNCIL COMMENTS

8. ADJOURN

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

RESOLUTION NO. 21-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO STREETS AND TRANSPORTATION, ADOPTING THE 2022-2027 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

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

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

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

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

WHEREAS, the City's SEPA Responsible Official has determined that this procedural action is categorically exempt from SEPA threshold determination and EIS requirements pursuant to WAC 197-11-800(19); and

WHEREAS, per RCW 35.77.010, a public hearing was held on May 25th, 2021 on the proposed updates to the Transportation Improvement Plan;

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

Section 1. The City Council does hereby adopt the 2022-2027 Six-Year Transportation Improvement Plan (TIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

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

ADOPTED THIS 8TH DAY OF JUNE, 2021

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

DRAFT

Exhibit A
2022-2027 Transportation Improvement Plan (TIP)

DRAFT

Transportation Improvement Program (TIP)
Years 2021-2026

TIP Project No.	Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
		Prior Years (Actual)	2021 Estimate	2022	2023	2024	2025	2026	2027	Future Years		
1	Meridian/32nd & Meridian/36th Intersection improvements	\$ 35,000	\$ -	\$ -	TBD - Pending results of Project No. 2, below					\$ -	TBD	Coordinate intersection needs and alternatives with WSDOT, then construct improvements.
2	Meridian Ave E (SR-161) Preliminary Design	\$ 71,500	\$ -	\$ 455,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526,500	Completed access management study, reviewed parallel roads; need to review cross section and intersection treatment needs south of 24th. (80% TIF Eligible)
3	Emergency Road Repair (Weather Related)	N/A	2021 Jovita Repairs	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	N/A	\$ 150,000	Annual Program - Road failures associated with severe weather events, wear and tear from freeze/thaw events and other causes.
4	Edgewood Drive Safety Improvements	\$ 75,000	\$ 335,000	\$ -	\$ 535,000	\$ -	\$ 4,500,000	\$ 5,500,000	\$ -	\$ -	\$ 10,945,000	2021: Intersection repair at bottom of hill. (84% TIB) 2023+: Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (40% TIF Eligible)
5	Chrisella Road East Safety Improvements	\$ -	\$ 200,000	\$ 975,500	\$ -	\$ 450,000	\$ -	\$ -	\$ 5,970,000	\$ -	\$ 7,595,500	2021/2022: Improved markings, signage, lighting, sight distance, possible traffic calming measures; 2024+: Sidewalk, repair slopes south of 48th St E (40% TIF Eligible)
6	Citywide Road Preservation Program	N/A	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	\$ 320,000	\$ 330,000	\$ 340,000	N/A	\$ 2,170,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and digout repairs are included.
7	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	Develop approximately 1.05-mile corridor as a trail from 114th Avenue East to the City of Pacific.
8	Citywide Pedestrian Mobility and Safety Improvements (Highest Priority)	N/A	\$ 1,075,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	N/A	\$ 1,525,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study (20% TIF Eligible)
9	Citywide Traffic Safety Program	N/A	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	N/A	\$ 375,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruction of ADA deficiencies.
10	Citywide Road Maintenance Program (Traffic)	N/A	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	N/A	\$ 525,000	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
11	Meridian Parallel Road Network Construction - Various Segments	\$ 275,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ 4,675,000	Construct high-priority parallel road segments, closing gaps and fixing access deficiencies. (100% TIF Eligible)
12	Meridian Ave E / Emerald Street Signal Improvements (TIF NP-3)	\$ 32,150	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 532,150	Coordinate signal mast arm and detection design & constructon with WSDOT. (100% TIF Eligible)
13	36th Street E Walkway Extension Feas./Des./Build (TIF S-2/N-9)	\$ -	\$ -	\$ 50,000	\$ 450,000	\$ 420,000	\$ -	\$ -	\$ -	\$ -	\$ 920,000	Design and construct extension of existing walkway to new park property. (20% TIF Eligible)
Annual Totals		\$ 488,650	\$ 3,640,000	\$ 3,195,500	\$ 2,610,000	\$ 2,505,000	\$ 5,045,000	\$ 6,055,000	\$ 6,535,000	\$ -	\$ 30,039,150	
				Proposed 6-Year Program Total:					\$ 25,945,500			
TIB Funding:			\$ 1,030,000	\$ -	\$ 360,000	\$ 336,000	\$ -	\$ -	\$ -		\$ 1,726,000	2021: 24th/Meridian Sidewalks; Edgewood/Sumner Hts Dr
STP/CMAQ Funding (PSRC/PCRC):			\$ -	\$ -	\$ -	\$ -	\$ 2,700,000	\$ 3,300,000	\$ 3,582,000		\$ 9,582,000	Request for 2025/2026 in 2022, 2027/2028 in 2024
WSDOT Funding:			\$ 180,000	\$ 995,500	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,175,500	Chrisella HSIP Grant awarded December 2020
Public Works Trust Fund Loan:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total Unidentified Grant Funds:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ 100,000		\$ 190,000	
Total Anticipated Grant Funding:			\$ 1,210,000	\$ 995,500	\$ 360,000	\$ 336,000	\$ 2,700,000	\$ 3,390,000	\$ 3,682,000		\$ 12,673,500	
Total City Funds Needed:			\$ 2,430,000	\$ 2,200,000	\$ 2,250,000	\$ 2,169,000	\$ 2,345,000	\$ 2,665,000	\$ 2,853,000		\$ 16,912,000	
Traffic Impact Fees			\$ 1,969,000	\$ 1,489,000	\$ 1,419,000	\$ 1,379,000	\$ 1,815,000	\$ 2,215,000	\$ 2,403,000		\$ 12,689,000	
REET Funds			\$ 461,000	\$ 461,000	\$ 581,000	\$ 540,000	\$ 280,000	\$ 200,000	\$ 200,000		\$ 2,723,000	
Surface Water Fund			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
General Fund			\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000		\$ 1,500,000	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 5/13/2021



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, May 11, 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 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 April 27, 2021
- B. Study Session Meeting Minutes of May 4, 2021
- C. **AB21-019** - a motion approving May 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; IRS 941; and AWC Employee Benefit Trust in the amount of \$165,559.53; and Vendor Check Numbers 24935 through 24957 with EFT and Direct Pay Payments in the amount of \$746,503.05. Total distributions submitted for review and authorization in the amount of \$912,062.58
Motion: As read, **Action:** Approve, **Moved by** Councilmember Wise, **Seconded by** Deputy Mayor Creley, Motion passed 7-0

5 COUNCIL BUSINESS

There was no council business.

6 COUNCIL COMMENTS

Mayor Eidinger spoke.

Councilmember Tomin spoke.

7 ADJOURN

Mayor Eidinger adjourned the meeting at 7:20pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eidingen
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, May 18, 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 the attendees in the Pledge of Allegiance.

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

2 COUNCIL BUSINESS

A. Discussion - Development Review

Planning Manager Emily Arteché discussed this reoccurring agenda item with Council.

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

Councilmember Tomin discussed sessions with the University of Southern Florida, specifically session six with discussions provided by Mayor Castor of Tampa, and session seven which highlighted sustainable business models using data to drive initiative.

C. Discussion – Resolution – Code Publishing Web Hosting Services Update

City Clerk/HR Director Pitzel brought forward this housekeeping item for review and discussion. Council requested it be placed on an upcoming Consent Agenda.

D. Discussion – Resolution – Annual TIP Update

Public Works Director Metzler brought this forward for discussion and reviewed how he would like it to move forward.

E. Discussion – Resolution – Edgewood Dr / Sumner Heights Dr Contract

Public Works Director Metzler discussed the progression of this agenda item in detail and requested it be placed on an upcoming Consent Agenda.

F. Discussion – Resolution – Grinder Pump Agreements

Public Works Director Metzler brought forward this routine agreement with Lakehaven to be placed on an upcoming Consent Agenda.

G. Discussion – Resolution – 2021 1st Amendment Edgewood Sewer Service ILA

Assistant City Administrator Gray discussed this item in detail and answered Council questions.

3 OTHER COUNCIL ITEMS

Councilmember Lowry spoke.

Councilmember Day spoke.

Councilmember Tomin spoke.

Councilmember Day spoke.

Deputy Mayor Creley spoke.
Councilmember Tomya spoke.

4 ADJOURN

Mayor Eiding adjourned the meeting at 8:11pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eiding
Mayor



PARKS AND RECREATION ADVISORY BOARD SUMMARY

Thursday April 1, 2021 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. **CALL TO ORDER**

Chair Levenhagen called the meeting to order at 6:01pm

2. **ROLL CALL**

Present: Brian Levenhagen, Jeff Southard, Anne Percival, Mary Grace Eala, Linda Howard, Bill Hilton, Mike Barnett

City Staff: Public Works Director (PWD) Jeremy Metzler, IT Director Matthew Ray,

3. **APPROVAL OF MEETING SUMMARY**

Linda Howard **MOVED**, seconded by Anne Percival to approve the March 4, 2021 Meeting Summary.

APPROVED (6-0)

4. **OLD BUSINESS**

- Edgemont Park Playground
Board members reviewed the cost estimates again, discussed Councils recommendations, and reviewed possible next steps. Chair Levenhagen and PW Director Metzler will schedule a time to review content further, and then bring it back to the PRAB members in May for ongoing discussion.
- 36th & Meridian Park Update
PWD Metzler discussed the earthwork being done to shape and carve the looped trail, and its intended width to accommodate different activities.
- Park Amenity Dedication Policy
Bill Hilton reviewed the various draft policies he and Mary Grace Eala came up with. Members agreed with creating a cover sheet of the longer version and bringing it back in for further discussion.

5. **NEW BUSINESS**

- Future Agendas List (FAL)
PW Director Metzler reviewed this proposed item with board members for editing and future use.

6. **ADJOURN** – 7:14PM



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, April 12, 2020 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Vice-Chair Pincas called meeting to order at 6:02 PM
 - A. **Commissioners Present:** Guillory; Greene; Wagner; Pincas; Ramirez; Slate
 - B. **Commissioners Absent:** Chair Overfield
 - C. **Staff Member(s) Present:** Darren Groth, Community and Economic Development Director
Emily Arteche, Planning Manager
Evan Hietpas, Associate Planner
Jeremy Metzler, Public Works Director
 - D. **Others Present:** Mayor Eidinger
Councilmember Day
Councilmember Tomy
Councilmember Wise
2. **CONSENT AGENDA:** Slate moved to APPROVE as presented, Wagner seconded. Commission voted 6-0 to approve the Consent Agenda.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:** None
5. **NEW BUSINESS:**
 - A. **Action Items:**
 - i. **Town Center**
 - a. Hietpas opened the action item with a brief presentation.
 - b. Commission and city staff discussed the proposed draft recommendation.
 - c. One modification was made to the draft recommendation relating to business retention efforts in Town Center.
 - d. Guillory motioned to approve, as modified. Ramirez seconded. Planning Commission voted 6-0 to recommend approval of the proposed actions, as modified.
 - ii. **Sewer Connection Requirements**
 - a. Groth opened the action item.
 - b. Commission and city staff briefly discussed the draft recommendation.
 - c. Greene motioned to approve, as presented. Slate seconded. Planning Commission voted 6-0 to recommend approval of the proposed actions, as presented.
 - iii. **Street Light Standards**
 - a. Hietpas opened the action item.
 - b. Commission and city staff discussed the draft recommendation.



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, April 12, 2020 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

- c. One modification was made to the draft recommendation, relating to temporary street light installations performed by the City (#8).
- d. Ramirez motioned to approve, as modified. Wagner seconded. Planning Commission voted 6-0 to recommend approval of the proposed actions, as modified.

B. Discussion Items:

i. Development Standards and Public Works Standards

- a. Meltzer opened the discussion.
- b. Commission, city staff, and Councilmember Day held discussion on the cross section standards drawings. related to elements such as: sidewalks, landscaped areas, on-street parking, and road classifications.

ii. 2021 Work Plan

- a. Arteché introduced the opportunity to schedule a “Short Course in Local Planning” through the Washington State Department of Commerce.
- b. The Planning Commission decided that they would like to schedule the training on May 10th at 6:00. This training would replace the regular scheduled Planning Commission meeting.

6. STAFF COMMENTS: None

7. COMMISSIONER COMMENTS: None

8. ADJOURN: Vice-Chair Pincas adjourned meeting at 8:17 PM.



**CITY OF EDGEWOOD
ECONOMIC DEVELOPMENT ADVISORY BOARD (EDAB)
MEETING MINUTES**

Monday, April 5, 2021, 6 p.m. • Virtual Zoom Meeting

Meeting Link: (<https://zoom.us/j/92275379112>)

1. **CALL TO ORDER:** Vice-Chair Wiesenfeld called the meeting to order at 6:15 p.m.
 - A. **Members Present:** Kilmer; Wiesenfeld; Clark; Swanson; Neil
 - B. **Commissioners Absent:** Butterfield; Swanson (Position 5 VACANT)
 - C. **Staff Member(s) Present:** Darren Groth, CED Director
Emily Arteche, Planning Manager
Evan Hietpas, Planning Technician
 - D. **Others Present:** Mayor Eidinger
Council Member Wise
Council Member Tomin
Council Member West
2. **CONSENT AGENDA**
 - A. **Agenda Approval or Modifications**
 - B. **Approval of Meeting Minutes for March 1, 2021**
 - C. **Review of Planning Commission Minutes for March**
 - i. Clark moved to approve, as presented.
 - ii. Kilmer seconded.
 - iii. The Board voted 4-0 to approve the Consent Agenda.
3. **CITIZEN COMMENT PERIOD:**
 - A. None
4. **NEW BUSINESS**
 - A. **Discussion Item(s)**
 - i. Edgewood Marketplace
 - a. Groth opened and presented the staff report
 - b. Discussion ensued
 - ii. 2021 Work Plan
 - a. Groth opened and shared the adopted work plan
 - b. Discussion ensued
 - B. **Action Item(s)**
 - i. None
5. **STAFF COMMENTS:** Groth updated the board on several City projects
6. **BOARD MEMBER UPDATES:** None
7. **ADJOURN:** Vice-Chair Wiesenfeld adjourned the meeting at 7:04 p.m.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-021 - a motion approving May 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$130,112.31; and Vendor Check Numbers 24958 through 24975 with EFT and Direct Pay Payments in the amount of \$914,238.79. Total distributions submitted for review and authorization in the amount of \$1,044,351.10	Agenda Item #:
	For Agenda of: 5/25/2021
	Prepared by: Stephanie Goff
Attachments (list): 1. 052521 Claims Register 2. 052521 Voucher Directory	
Approval of Materials: Stephanie Goff Rachel Pitzel 5/21/2021 Dave Gray 5/21/2021 Daryl Eidingen 5/21/2021	Expenditure Required: \$1,044,351.10
	Amount Budgeted: \$1,044,351.10
	Timeline:

Summary Statement:

Approving May 2021 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$130,112.31; and Vendor Check Numbers 24958 through 24975 with EFT and Direct Pay Payments in the amount of \$914,238.79. Total distributions submitted for review and authorization in the amount of \$1,044,351.10

Item History:

Recommended Action:

MOTION to adopt AB21-021 - a motion approving May 2021 Budgeted Expendi as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2021

May 25th 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			
DCP EFT 5/14/2021	Deferred Compensation Program	5/14/2021	\$13,832.24
Direct Deposit Run -	Payroll Vendor	5/14/2021	\$79,144.76
DRS EFT 5/14/2021	Dept of Retirement Systems	5/14/2021	\$22,104.82
DSHS-DCS EFT	WA State Support Registry	5/14/2021	\$275.00
IRS EFT 5/14/2021	IRS 941	5/14/2021	\$14,755.49
Total			\$130,112.31

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24957 Last Number Issued Previous Authorization			
24958	Active Construction, Inc.	5/25/2021	\$765,854.64
24959	DeAngelo Brothers, LLC	5/25/2021	\$7,300.00
24960	Drain-Pro	5/25/2021	\$1,126.50
24961	Herrera Environmental Consultants, Inc.	5/25/2021	\$2,781.33
24962	Lakehaven Water & Sewer District	5/25/2021	\$98.32
24963	McCarthy & Causseaux	5/25/2021	\$260.00
24964	McClatchy Company LLC	5/25/2021	\$582.94
24965	McKinstry Co, LLC	5/25/2021	\$3,101.97
24966	Mobile Fabrication Services	5/25/2021	\$2,511.22
24967	Pape Machinery Inc.	5/25/2021	\$2,455.61
24968	Pierce County Budget & Finance PW	5/25/2021	\$3,360.18
24969	Raedeke Associates, Inc.	5/25/2021	\$2,808.00
24970	Stanley Convergent Security Systems	5/25/2021	\$5.00
24971	Sterling Automotive Service	5/25/2021	\$1,023.97
24972	West Coast Code Consultants, Inc.	5/25/2021	\$595.00
24973	Whistle Workwear	5/25/2021	\$128.54
24974	Wilbur-Ellis Company	5/25/2021	\$120.08
24975	Lakehaven Utility District	5/25/2021	\$5,472.98
Direct Pay Payment	American Traffic Solutions	5/25/2021	\$28,500.00
Direct Pay Payment	Department of Commerce	5/25/2021	\$44,137.80
Direct Pay Payment	Julie Dyer	5/25/2021	\$1,732.50
Direct Pay Payment	Transpo Group	5/25/2021	\$24,733.75
EFT Payment 5/20/2021	Grainger	5/25/2021	\$151.04
EFT Payment 5/20/2021	Mt. View-Edgewood Water Co.	5/25/2021	\$670.52
EFT Payment 5/20/2021	Puget Sound Energy	5/25/2021	\$7,425.38
EFT Payment 5/20/2021	Shell	5/25/2021	\$1,182.72
EFT Payment 5/20/2021	US Bank Corporate Payment System	5/25/2021	\$5,822.61
EFT Payment 5/20/2021	US Bank ACH/EFT	5/25/2021	\$296.19

Total Claims Voucher Distribution	\$914,238.79
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Total Distribution Submitted for Review & Authorization	\$1,044,351.10
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$1,044,351.10
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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 - May
Council Date: : 2021 - May - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Active Construction, Inc.	24958			2021 - May - 2nd Council Meeting	
		043021-ACI			
				April Pay Request-36th & Meridian Park	
			310-000-000-594-76-41-03	Professional Svs.-Property	\$765,854.64
				36th & Meridian Park	
		Total 043021-ACI			\$765,854.64
	Total 24958				\$765,854.64
Total Active Construction, Inc.					\$765,854.64
American Traffic Solutions					
	Direct Pay Payment 5/20/2021 3:29:12 PM - 1			2021 - May - 2nd Council Meeting	
	INV0010407				
				April Services-Traffic Cameras	
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$28,500.00
				6 school cameras	
		Total INV0010407			\$28,500.00
	Total Direct Pay Payment 5/20/2021 3:29:12 PM - 1				\$28,500.00
Total American Traffic Solutions					\$28,500.00
DeAngelo Brothers, LLC					
	24959			2021 - May - 2nd Council Meeting	
		4107017			
				March Roadside Spraying	
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$7,300.00
				ROW Roadside Herbicide Spraying	
		Total 4107017			\$7,300.00
	Total 24959				\$7,300.00
Total DeAngelo Brothers, LLC					\$7,300.00
Department of Commerce					
	Direct Pay Payment 5/20/2021 3:29:12 PM - 2			2021 - May - 2nd Council Meeting	
	PWTF-254017				
				Ph 1 Sewer Design PR08-951-083	
			202-000-000-591-35-78-02	Principal PWTF Loan Payment	\$29,411.76
				Ph 1 Sewer System Design Contract PR08-951-083	
			202-000-000-592-35-83-02	Interest PWTF Loan Payment	\$1,176.47

Vendor	Number	Reference	Account Number	Description	Amount
				Ph 1 Sewer System Design Contract PR08-951-083	
		Total PWTF-254017			\$30,588.23
		PWTFNT-291327			
			Jovita Blvd Realignment Prj PC12-951-080		
			340-000-000-591-95-78-02	Principal PWTF Loan Payment	\$13,186.93
				Jovita Blvd Realignment-Contract PC12-951-080	
			340-000-000-592-95-82-01	Interest PWTF Loan Payment	\$362.64
				Jovita Blvd Realignment-Contract PC12-951-080	
		Total PWTFNT-291327			\$13,549.57
		Total Direct Pay Payment 5/20/2021 3:29:12 PM - 2			\$44,137.80
Total Department of Commerce					\$44,137.80
Drain-Pro					
	24960			2021 - May - 2nd Council Meeting	
		82024			
			Edgemont Park 5/16-6/12/2021		
			001-076-000-576-80-45-03	Operating Rentals	\$443.00
				Edgemont Park	
		Total 82024			\$443.00
		82025			
			Nelson Nature Park 5/16-6/12/2021		
			001-076-000-576-80-45-03	Operating Rentals	\$241.00
				Nelson Nature Park	
		Total 82025			\$241.00
		82026			
			Nelson Farm 5/16-9/12/2021		
			001-076-000-576-80-45-03	Operating Rentals	\$111.50
				Nelson Farm	
		Total 82026			\$111.50
		82027			
			Trailhead Park 5/16-6/12/2021		
			001-076-000-576-80-45-03	Operating Rentals	\$201.50
				Trailhead Park	
		Total 82027			\$201.50
		82028			
			PW Garage 5/16-6/12/2021		
			001-076-000-576-80-45-03	Operating Rentals	\$129.50
				PW Garage	
		Total 82028			\$129.50
	Total 24960				\$1,126.50
Total Drain-Pro					\$1,126.50

Vendor	Number	Reference	Account Number	Description	Amount
Grainger					
		EFT Payment 5/20/2021 3:14:12 PM - 1	2021 - May - 2nd Council Meeting		
		9884319238			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$5.79
				Sprayer Parts	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$11.58
				Sprayer Parts	
			410-000-000-531-38-31-01	Operational Supplies	\$11.58
				Sprayer Parts	
		Total 9884319238			\$28.95
		9886526574			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$22.41
				Debris Box Parts	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$44.80
				Debris Box Parts	
			410-000-000-531-38-31-01	Operational Supplies	\$44.80
				Debris Box Parts	
		Total 9886526574			\$112.01
		9893152349			
			May Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$10.08
				Lens Cleaner Wipes	
		Total 9893152349			\$10.08
		Total EFT Payment 5/20/2021 3:14:12 PM - 1			\$151.04
Total Grainger					\$151.04
Herrera Environmental Consultants, Inc.					
	24961		2021 - May - 2nd Council Meeting		
		48777			
			April Svcs-Prj 21-07553-000		
			410-000-000-531-38-41-01	Professional Service	\$2,781.33
				SW Management Action Plan	
		Total 48777			\$2,781.33
	Total 24961				\$2,781.33
Total Herrera Environmental Consultants, Inc.					\$2,781.33
Julie Dyer					
		Direct Pay Payment 5/20/2021 3:29:12 PM - 3	2021 - May - 2nd Council Meeting		
		1036			
			5/1/21-5/15/21 IT Consulting Services		
			001-018-000-518-80-41-01	Contracted IT Services	\$1,732.50

Vendor	Number	Reference	Account Number	Description	Amount
			5/1/21-5/15/21		
		Total 1036			\$1,732.50
		Total Direct Pay Payment 5/20/2021 3:29:12 PM - 3			\$1,732.50
Total Julie Dyer					\$1,732.50
Lakehaven Utility District					
	24975			2021 - May - 2nd Council Meeting	
		052121-LAK			
			Edgewood Park Sewer Connection		
			310-000-000-594-76-91-01	Permit Fees	\$5,472.98
				36th & Meridian Park Water & Sewer Connection Permit Fees	
		Total 052121-LAK			\$5,472.98
	Total 24975				\$5,472.98
Total Lakehaven Utility District					\$5,472.98
Lakehaven Water & Sewer District					
	24962			2021 - May - 2nd Council Meeting	
		3574701 2/8/21-4/9/21			
			2/8/21-4/9/21 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$98.32
				City Hall	
		Total 3574701 2/8/21-4/9/21			\$98.32
	Total 24962				\$98.32
Total Lakehaven Water & Sewer District					\$98.32
McCarthy & Causseaux					
	24963			2021 - May - 2nd Council Meeting	
		221			
			April Services		
			001-019-000-515-41-41-14	Hearing Examiner Legal Fees	\$260.00
				Hearing Examiner Svcs	
		Total 221			\$260.00
	Total 24963				\$260.00
Total McCarthy & Causseaux					\$260.00

Vendor	Number	Reference	Account Number	Description	Amount
McClatchy Company LLC	24964			2021 - May - 2nd Council Meeting	
		21714			
			April Services		
			001-019-000-511-30-41-02	Legal Publications	\$310.23
			001-058-000-558-60-41-08	Legal Notices/Publications	\$272.71
		Total 21714			\$582.94
	Total 24964				\$582.94
Total McClatchy Company LLC					\$582.94
McKinstry Co, LLC	24965			2021 - May - 2nd Council Meeting	
		10143890			
			May Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,318.78
		Total 10143890			\$1,318.78
		10144286			
			May Svcs-Plumbing Repairs		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,783.19
				Shower Plumbing Repairs	
		Total 10144286			\$1,783.19
	Total 24965				\$3,101.97
Total McKinstry Co, LLC					\$3,101.97
Mobile Fabrication Services	24966			2021 - May - 2nd Council Meeting	
		1164			
			April Svcs-Meridian Pedestrian Railing Repair		
			101-000-000-542-64-41-19	Traffic Control Devices-Guardrails	\$2,511.22
				Pedestrian Railing Repair-Meridian Ave	
		Total 1164			\$2,511.22
	Total 24966				\$2,511.22
Total Mobile Fabrication Services					\$2,511.22
Mt. View-Edgewood Water Co.	EFT Payment 5/20/2021 3:14:12 PM - 2			2021 - May - 2nd Council Meeting	
		100385-3401 3/11-5/10/21			
			3/11-5/10/21 Svc 10301 36th St E		
			001-018-000-518-30-47-02	Water	\$59.22
				10301 36th St E	
		Total 100385-3401 3/11-5/10/21			\$59.22
		15563-3401 3/11-5/10/21			
			3/11-5/10/21 Svc 1425 110th Ave E		
			001-018-000-518-30-47-02	Water	\$54.06
				1425 110th Ave E	
		Total 15563-3401 3/11-5/10/21			\$54.06

Vendor	Number	Reference	Account Number	Description	Amount
		2746-3401 3/11-5/10/21			
			3/11-5/10/21 Svc 2224 104th Ave E		
			001-018-000-518-30-47-02	Water	\$309.30
				City Hall	
		Total 2746-3401 3/11-5/10/21			\$309.30
		2823-3401 3/11-5/10/21			
			3/11-5/10/21 Svc 10311 22nd Ave E		
			001-018-000-518-30-47-02	Water	\$54.02
				10311 22nd Ave E	
		Total 2823-3401 3/11-5/10/21			\$54.02
		2961-3401 3/11-5/10/21			
			3/11-5/10/21 Svc 1800 Meridian		
			001-018-000-518-30-47-02	Water	\$99.45
				1800 Meridian Ave E	
		Total 2961-3401 3/11-5/10/21			\$99.45
		3796-3401 3/11-5/10/21			
			3/11-5/10/21 Svc 1200 Meridian		
			001-018-000-518-30-47-02	Water	\$94.47
				1200 Meridian Ave E	
		Total 3796-3401 3/11-5/10/21			\$94.47
		Total EFT Payment 5/20/2021 3:14:12 PM - 2			\$670.52
		Total Mt. View-Edgewood Water Co.			\$670.52
Pape Machinery Inc.					
24967					
			2021 - May - 2nd Council Meeting		
		12711762			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$27.68
				Oil, Trimmer Line	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$55.38
				Oil, Trimmer Line	
			410-000-000-531-38-31-01	Operational Supplies	\$55.38
				Oil, Trimmer Line	
		Total 12711762			\$138.44
		12715300			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$9.82
				String Trimmer Parts	
			101-000-000-542-90-31-01	Admin/Overhead-Office Supplies	\$19.65
				String Trimmer Parts	
			410-000-000-531-38-31-01	Operational Supplies	\$19.65
				String Trimmer Parts	
		Total 12715300			\$49.12

Vendor	Number	Reference	Account Number	Description	Amount
		12726477			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$163.08
			Mower Parts		
		Total 12726477			\$163.08
		12732522			
			May Purchases		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$420.97
			Chop Saw		
			101-000-000-542-90-35-01	Admin/Overhead-Small Tools & Minor Equipment	\$842.00
			Chop Saw		
			410-000-000-531-38-35-05	Equipment - Surface Water	\$842.00
			Chop Saw		
		Total 12732522			\$2,104.97
	Total 24967				\$2,455.61
Total Pape Machinery Inc.					\$2,455.61
Pierce County Budget & Finance PW					
24968			2021 - May - 2nd Council Meeting		
		CI-302114			
			March Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$3,360.18
		Total CI-302114			\$3,360.18
	Total 24968				\$3,360.18
Total Pierce County Budget & Finance PW					\$3,360.18
Puget Sound Energy					
	EFT Payment 5/20/2021 3:14:12 PM - 3		2021 - May - 2nd Council Meeting		
	300000011233 3/23-4/21/21				
		April Statement			
			001-018-000-518-30-47-01	Electricity	\$7,425.38
		Total 300000011233 3/23-4/21/21			\$7,425.38
	Total EFT Payment 5/20/2021 3:14:12 PM - 3				\$7,425.38
Total Puget Sound Energy					\$7,425.38
Raedeke Associates, Inc.					
24969			2021 - May - 2nd Council Meeting		
		59189			
			Prj 2018-097 April Services		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,541.75
			123-1 WSDOT Upper Surpirse Lake Tributary		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$33.50
			119-2 Satwant Northwood Mitigation Assistance		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$33.50
			120 Prologis Wetland Review		

Vendor	Number	Reference	Account Number	Description	Amount
			001-076-000-576-80-41-01	Professional Services	\$1,199.25
			122 Nelson Nature Park		
		Total 59189			\$2,808.00
	Total 24969				\$2,808.00
Total Raedeke Associates, Inc.					\$2,808.00
Shell					
	EFT Payment 5/20/2021 3:14:12 PM - 4		2021 - May - 2nd Council Meeting		
	71663797				
		April Statement			
		001-018-000-518-30-32-01	Fuel		\$1,182.72
		Total 71663797			\$1,182.72
	Total EFT Payment 5/20/2021 3:14:12 PM - 4				\$1,182.72
Total Shell					\$1,182.72
Stanley Convergent Security Systems					
	24970		2021 - May - 2nd Council Meeting		
		6001050684			
		3/1-21-3/5/21 Service			
		001-018-000-518-30-46-01	Alarm Monitoring		\$5.00
		3/1-3/5/21 Service-Canceled Contract 3/5/21			
		Total 6001050684			\$5.00
	Total 24970				\$5.00
Total Stanley Convergent Security Systems					\$5.00
Sterling Automotive Service					
	24971		2021 - May - 2nd Council Meeting		
		0030763			
		January Services			
		001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles		\$933.68
		2004 Silverado #5-Battery,Water Pump, and Thermostat			
		Total 0030763			\$933.68
		0031398			
		May Services			
		001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles		\$90.29
		2012 F550 #8-Oil Change			
		Total 0031398			\$90.29
	Total 24971				\$1,023.97
Total Sterling Automotive Service					\$1,023.97
Transpo Group					
	Direct Pay Payment 5/20/2021 3:29:12 PM - 4		2021 - May - 2nd Council Meeting		
	26357				
		Prj. 1.18149.00 TIA Guidelines & TIF Update			
		001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)		\$2,180.00

Vendor	Number	Reference	Account Number	Description	Amount
				TIA Guidelines & TIF Update	
		Total 26357			\$2,180.00
		26358			
			Prj 1.18149.00 SR 161 & Emerald St Signal Design		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$8,005.00
				SR 161 & Emerald St Signal Design & Traffic Analysis	
		Total 26358			\$8,005.00
		26359			
			Prj 1.18149.00 Jovita Blvd Corridor Study		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$5,281.25
				Jovita Blvd Corridor Study	
		Total 26359			\$5,281.25
		26360			
			Prj 1.18149.00 Chrisella Rd Alternatives Analysis		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$5,585.00
				Chrisella Rd E Alternatives Analysis	
		Total 26360			\$5,585.00
		26361			
			Prj 1.18149.00 SR 161 & 20th St E		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$3,682.50
				SR161 & 20th St E Intersection Control Evaluation	
		Total 26361			\$3,682.50
		Total Direct Pay Payment 5/20/2021 3:29:12 PM - 4			\$24,733.75
Total Transpo Group					\$24,733.75
US Bank ACH/EFT					
		EFT Payment 5/20/2021 3:28:41 PM - 1		2021 - May - 2nd Council Meeting	
		043021-USBank			
			April Bank Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$268.19
				Customer Analysis Fees	
		Total 043021-USBank			\$268.19
		050721 USBank			
			April Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$28.00
		Total 050721 USBank			\$28.00
		Total EFT Payment 5/20/2021 3:28:41 PM - 1			\$296.19
Total US Bank ACH/EFT					\$296.19
US Bank Corporate Payment System					
		EFT Payment 5/20/2021 3:29:02 PM - 1		2021 - May - 2nd Council Meeting	
		04262021-USBank			
			April Pcard Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$37.34
				B.Whitman-Costco-Batteries	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-20-31-01	Office & Operational Supplies	\$120.06
				D.Eidinger-GovDeals-Garbage Cans	
			001-018-000-518-20-31-08	Wellness Supplies	\$153.82
				J.Bartelson-Yeti-Wellness Incentives	
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$28.41
				J.Werre-McLendons-Knee Pads	
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$100.89
				C.McVay-Fred Meyer-Work Clothing	
			001-018-000-518-20-41-01	Professional Service	\$325.00
				J.Herrera-APWA-Sr Engineer Job Posting	
			001-018-000-518-20-43-01	Travel/Training Costs	\$75.87
				D.Eidinger-Donuts,Pizza-Shred Event	
			001-018-000-518-20-49-01	Memberships	\$40.00
				J.Herrera-iStock Photo-Monthly Membership	
			001-018-000-518-20-49-01	Memberships	\$116.00
				C.Hendricksen-DOL-PE License Renewal	
			001-018-000-518-30-32-01	Fuel	\$98.10
				D.Eidinger-Costco-Truck 5 Fuel- 2004 Silverado	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$13.65
				D.Eidinger-DOL-Ford Focus Sale Report	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$50.00
				A.Thompson-RCPW-Addtl Shipping Costs-Sander Parts	
			001-018-000-518-85-49-03	Computer Subscriptions	\$199.00
				M.Ray-LiquidFiles-Annual Software License	
			001-018-000-518-85-49-03	Computer Subscriptions	\$17.95
				B.Murray-CloudCoverMusic-Lobby Music Subscription	
			001-018-000-518-85-49-03	Computer Subscriptions	\$28.52
				M.Ray-Amazon-Cloud Backup	
			001-018-000-518-85-49-04	Subscriptions	\$1.00
				J.Herrera-Canva-Create Ad	
			001-019-000-514-20-43-01	Travel & Training Costs	\$375.00
				R.Pitzel-WMCA-PDIV Clerk Training	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$25.00
				R.Pitzel-WAPRO-Annual Membership	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$299.00
				R.Pitzel-Fred Pryor-Annual Membership	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$135.00
				S.Goff-MRSC-Small Works Roster Membership Renewal	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$75.00
				J.Herrera-WMCA Membership	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$75.00
				R.Pitzel-WMCA-Annual Membership	
			001-058-000-558-50-43-01	Training/Travel Costs	\$657.00
				J.Tumelson-ICC-Exam Fees for OJT M.George	
			001-058-000-558-50-43-01	Training/Travel Costs	\$190.00
				G.Mehr-IAPMO-UPC Class	

Vendor	Number	Reference	Account Number	Description	Amount
			001-058-000-558-60-43-01	Training/Travel Costs	\$220.00
			E.Arteche-APA-AICP Exam Fee		
			001-058-000-558-60-43-01	Training/Travel Costs	\$325.00
			D.Groth-APA-National Planning Conference		
			001-058-000-558-60-43-01	Training/Travel Costs	\$325.00
			C.Swearingen-APA-National Planning Conference		
			001-058-000-558-60-43-01	Training/Travel Costs	\$275.00
			E.Arteche-Planetizen-AICP Exam Prep Class		
			001-058-000-558-60-43-01	Training/Travel Costs	\$325.00
			E.Arteche-APA-NPC21 Training		
			001-058-000-558-60-43-01	Training/Travel Costs	\$325.00
			E.Heitpas-APA-National Planning Conference		
			001-058-000-558-60-49-01	Memberships	\$199.00
			C.Swearingen-Planetizen-Annual Membership		
			001-058-000-558-60-49-01	Memberships	\$493.00
			E.Arteche-APA-Annual Membership		
			001-058-000-558-60-49-01	Memberships	\$99.00
			E.Heitpas-APA-Annual Membership		
			Total 04262021-USBank		\$5,822.61
			Total EFT Payment 5/20/2021 3:29:02 PM - 1		\$5,822.61
			Total US Bank Corporate Payment System		\$5,822.61
West Coast Code Consultants, Inc.					
	24972			2021 - May - 2nd Council Meeting	
		2021-EDG-APR			
			April Services		
			001-058-000-558-50-41-01	Professional Service	\$595.00
			Total 2021-EDG-APR		\$595.00
			Total 24972		\$595.00
			Total West Coast Code Consultants, Inc.		\$595.00
Whistle Workwear					
	24973			2021 - May - 2nd Council Meeting	
		534515			
			May Purchases PO20701		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$128.54
			B.Whitman-Hi Vis Vest, hoodie,shirt and Gloves		
			Total 534515		\$128.54
			Total 24973		\$128.54
			Total Whistle Workwear		\$128.54

Vendor	Number	Reference	Account Number	Description	Amount
Wilbur-Ellis Company	24974			2021 - May - 2nd Council Meeting	
		14163366			
			April Purchases		
			001-076-000-576-80-31-09	Chemicals	\$120.08
				Ranger Pro Herbicide	
		Total 14163366			\$120.08
	Total 24974				\$120.08
Total Wilbur-Ellis Company					\$120.08
Grand Total		Vendor Count	28		\$914,238.79



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0561 – Resolution No. 21-0561, Code Publishing Web Hosting Services Update	Agenda Item #: 5.E
	For Agenda of: 5/25/2021
	Prepared by: Rachel Pitzel
Attachments (list): 1. Resolution No. 21-0561 Web Hosting Services_ Code Publishing Co. 2. Update_WebHostingServicesAgreement 3. EdgewoodComprehensivePlanProposal	
Approval of Materials: Rachel Pitzel Rachel Pitzel 5/20/2021 Dave Gray 5/20/2021 Daryl Eidinger 5/21/2021	Expenditure Required: Amount Budgeted: Timeline: 05/18/2021 SS Discussion 05/25/2021 RCM Action under Consent Agenda

Summary Statement:

In November 1997, City Council authorized a contract for services with Code Publishing Company (CPC), a woman-owned, legal document publisher located in Seattle, WA, for the legal publishing and codification services for the City of Edgewood. Staff has been pleased with the customer service that CPC provides as well as the thorough attention to detail they take in making sure our ordinances reflect correctly in our code.

The Planning team asked the City Clerk to look at what it would cost for CPC to update, convert, and web host the City's Comprehensive Plan. To accomplish these three tasks, CPC would need to convert the Comprehensive Plan to an editorial system and create a web-based code. The initial conversion cost is a one-time fee of \$3,900. After the conversion, monthly web hosting would cost \$75 per month.

Per City policy, staff solicited bids from CPC and a competitor, Municode, to web host the municipal code and add the Comprehensive Plan element. Municode is a large firm based in Florida that provides similar web hosting services for municipalities. Only CPC responded to the solicitation, so staff is seeking approval of both contracts with CPC.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB21-0561** – Resolution No. 21-0561, Code Publishing Web Hosting Services Update

Fiscal Note/Consideration:

One time set up fee is needed of \$3900 for the updating, converting and web hosting of the Comprehensive Plan.

RESOLUTION NO. 21-0561

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE CODE PUBLISHING COMPANY FOR WEB HOSTING AND SUPPLEMENTS UPDATE SERVICES AND UPDATING, CONVERTING AND WEB HOSTING THE COMPREHENSIVE PLAN

WHEREAS, in November 1997, the City Council authorized a contract for services with Code Publishing Company for the legal publishing and codification services for the City of Edgewood; and

WHEREAS, the City desires to update its service to include codifying new ordinances, creating files for web-based code, publishing supplements to the printed code, providing subscription services and code archiving; and

WHEREAS, in March of 2021, the City of Edgewood reached out to Code Publishing to inquire if they could update, convert and web host the Comprehensive Plan; and

WHEREAS, in May of 2021 the City of Edgewood solicited bids from Code Publishing and Municode, and received a bid only from Code Publishing; and

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 Update Service – Web Hosting and Supplements agreement, along with the Proposal for Update, Conversion and Web Hosting of the Comprehensive Plan with the Code Publishing Company, attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference.

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

ADOPTED THIS 25TH DAY OF MAY, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Update Service – Web Hosting and Supplements

Exhibit B

Proposal for Update, Conversion and Web Hosting of the Comprehensive Plan

Update Service – Web Hosting and Supplements

Summary

“Update service” refers to a broad range of editing and formatting services that CPC provides. CPC’s update service includes, but is not limited to: codification of new ordinances, creation of files for a web-based code, publishing of supplements to the printed code, subscription services and code archiving.

Web-Based Code Updates

Web updates include ordinances, history notes, and the disposition table(s), as well as validating internal cross-references and citations to state statutes.

All of our customers receive online on-demand updates, meaning that new ordinances will be incorporated into the online code on their effective date or within a week of our receiving them. With Code Publishing Company, you can be certain your ordinances are always up to date online.

We are also able to host PDF files of the new ordinances, linked from the sections they will be affecting, with services like OrdAlert; or to highlight recently updated sections using CodeTrak. There are many other features and enhancements available. (See “Your Code on the Web” above.)

Print Code Updates – Supplements

During the print supplement process, we update the code’s preface, statutory references, and index. We also create a directions page detailing how to remove obsolete pages and add new pages to reflect the changes. Formatting and editorial styles are kept consistent. There are no annual fees, storage fees, or minimums.

Turnaround time for a print supplement is two to six weeks, including shipping. Update schedules are set according to customer preference; for example, monthly, quarterly, semi-annually, annually, or on an “as-needed” basis, etc. The frequency is something you can determine during the initial consultation period or re-evaluate later.

Procedure

As new ordinances are passed, a municipal staff member will upload new ordinances to a unique web site managed by CPC. Receipt is confirmed through email, and then the project is assigned to an editor. After checking with the municipality to ensure all ordinances have been received, the editor selects the affected areas of the code, changes the text, updates the index and ordinance table, assigns the revised code pages to a proofreader, notifies the municipality of any concerns, and provides a supplement proof copy if requested. Our experienced legal editors are exceptionally meticulous, and will send you lists of all errors they find. At least three legal editors and proofreaders will have reviewed the ordinances and amended the code by the end of this process, safeguarding against mistakes. Any concerns will be brought to your attention right away. Your staff can continue comfortably with its work knowing that the code has been modified to reflect the new ordinance(s).

Update and Web Hosting

EDGEWOOD, WASHINGTON

FEBRUARY 4, 2021

Code Publishing Company shall continue to update and publish online the Edgewood Municipal Code, as described in the attached Update Service – Web Hosting and Supplements.

Supplement Service

Supplement Fees

Editorial rate	22.95 per page
Web updates and additional work, including updating electronic files	75.00 per hour
Graphics, maps, tables, diagrams (additional charge per page)	15.00 per page
Printed copies	0.15 per impression
Shipping	Included

**Includes non-substantive editorial changes to include proper style, grammar, and numerical consistency; comprehensive subject matter index; proofreading; maps, diagrams, charts, etc.; statutory references.*

Printing, Binding and Shipping (optional)

Printing and handling	0.15 per impression
Shipping	Included
Binders, tab dividers (min. order 25)	At cost
PDF file for in-house printing/archives	No charge

Web Hosting Services

See Web-Based Features and Enhancements sheet attached.

Other Included Services

No charge

Telephone and email support
Sample ordinance service
Archival PDF files (previous versions of full codes and supplements)

No startup costs. No "per supplement" charges. No extra charges or higher page rates if printed or electronic supplements are requested more often. All prices are estimates; final invoice is based on actual number of pages. Payments for recodified codes may be stretched over two budget cycles. Please call if any of our services can be modified to better suit your needs.

Web Features and Enhancements

☒ Standard Web Hosting Package

40.00 per month

Ordinances are codified in the web-based code in 3 to 5 days. Save countless hours processing record requests and updating unwieldy codebooks. A great way to transition to a paperless code.

- **Smart Search** – Returns the most relevant results, understands Boolean terms and includes multiple documents (see *Additional Document Hosting*). Chapters, sections and subsections also have their own “Search within This” tool.
- **Search all Codes** – There is no extra charge to explore all codes in our database. Search within specific states or all states.
- **Share** – Print, save or share sections. Save as Word, PDF, etc., share via email or social media.
- **Sticky Table Headers** – Headers remain fixed while scrolling through a long table.
- **Code Citations** - Links to [internal](#) and [state](#) code sections where cited. See *Previews* below.
- **Legislative History** – Filterable list of legislation. Clicking an enactment number brings up related information, including *links* to affected sections. Pending legislation is included. See also *History Linking* below.
- **History Linking** – Links between history notes and enactments on the *Legislative History* page, with timelines. See also *Additional Document Hosting and Archiving*.
- **Custom Interface** – Customized look and feel, with banner, menus, fonts, colors and photos to match your website.

<https://telluride.municipal.codes>

<https://bellevue.municipal.codes>

Additional Enhancements

Additional 45.00 per month

- | | |
|--|--|
| ☐ Versions – View and search previous versions of the code, and compare sections with markup (redlining) of changes. | (75.00 per hour setup
75.00 per year a la
carte) |
| ☐ Previews – Includes Section Preview, Footnote Preview and Definition Preview (primarily for zoning). Hover over relevant citations or defined words to display pop-up text previews. | (75.00 per hour setup
295.00 per year a la
carte) |

Tracking Updates

- | | |
|---|----------------------------|
| ☐ Pending Updates – Highlights sections affected by ordinances pending codification with a blue Amended tag in the table of contents and the code. Tags are linked to PDF files of new ordinances. Tags and PDF files are removed after the ordinances are codified. | 15.00 per ordinance |
| ☐ Recent Updates – Highlights sections containing recently codified ordinances with a green Revised tag in the table of contents and the code. Tags are removed after six months or on a custom schedule. | 15.00 per month |



Hosting and Archiving Other Documents

- ☐ **Additional Document Hosting** – Policy documents, agreements, handbooks, planning documents, manuals, etc., hosted in searchable PDF or HTML ** format on code site.

75.00 per hour setup;
100.00 per year hosting;
75.00 per hour updating

***HTML format has additional conversion fees; ask for quote.*

Terms and Conditions

Terms

In consideration for services, customer shall compensate the Code Publishing Company (CPC) the sum(s) set forth in the written proposal or services addendum, attached to and made a part of this Agreement. Additional service(s) provided by CPC following the execution of this Agreement shall be compensated at the current price(s) in effect for CPC's services at the time of performance of the services, unless otherwise agreed to between the parties and set forth in this Agreement.

Payment and Invoice Requirements

CPC shall invoice the customer upon delivery of the newly codified ordinances, printed supplements, and/or electronic services elected by the customer consistent with the terms set forth in the attached proposal or services addendum. Additional services agreed to between the parties shall be invoiced following service delivery. Payments shall be made by the customer to CPC within thirty (30) days of receipt of said invoice by the customer.

For Original Codification and Recodification, a progress payment of 90 percent of the total is due upon delivery of the text proof. The balance will be billed upon delivery of the completed code(s) or within 90 days, whichever comes first, or upon other arrangements as specified in writing by the customer. Additional services are to be paid upon delivery including supplements. Invoices are due and payable within 30 days.

Responsibility of Customer

The customer shall provide two copies of each document to be codified: a signed version (scanned PDF is acceptable) and a word processing version. All proofing is against the signed version. There is a \$75.00 per hour charge for scanning and OCR work when a word processing version is not provided.

Code to Remain Property of Customer

The code produced by CPC shall be the exclusive and sole property of the customer and the customer may use said code for any purposes it deems appropriate including copying, distributing, or selling copies of said code.

Indemnification

CPC shall indemnify, defend, and hold harmless the customer, its officers, employees, agents, assigns, and representatives from any and all costs, claims, judgments or awards of damages arising out of any negligent acts or omissions of CPC, its officers, employees, agents, assigns, and representatives in performing the terms of this Agreement.

The customer shall indemnify and hold harmless CPC, its officers, employees, agents, assigns, and representatives for any claims caused by delays to the codification process that may arise from the failure of the customer to supply CPC promptly with all necessary materials and/or information required for the completion of codification, supplementation, and web hosting services.

Insurance

CPC shall procure and maintain, for the duration of this Agreement, general commercial liability insurance for the benefit of CPC and the customer against claims arising from or in connection with the performance of the terms of this Agreement by CPC, its officers, employees, agents, assigns, and representatives. The general commercial liability insurance policy limit amounts shall be no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate coverage. Proof of insurance coverage shall be maintained by CPC and provided upon request by the customer.

Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days' advance written notice. The customer is required to remunerate to CPC payment for all services performed by CPC up to the date that the services performed by CPC are to discontinue. The customer acknowledges that CPC shall have a lien against all materials provided by the customer to CPC for codification to secure payment for services due until full payment for services performed by CPC has been received.

Effective Date

This Agreement is effective upon the signatures of both parties to this Agreement from the most recent date signed by either of them and shall remain in effect continuously until terminated by either party.

Authorization Agreement

The City of Edgewood, WA, hereby agrees to the procedures set forth in the attached proposal dated February 4, 2021.*

Code Publishing, LLC

City of Edgewood, WA

By: Margaret O. Bustion

Margaret O. Bustion, President

By: _____

Print name: _____

Dated: 5-5-2021

Dated: _____

Please sign and return two copies of this page (via USPS) or email this page to:

Code Publishing Company
9410 Roosevelt Way NE
Seattle, WA 98115

OR

cpc@codepublishing.com

**All prices are estimates; final invoice is based on actual number of pages supplemented in the code or hours spent updating the online version. All pricing is subject to increase after a three-year period. No startup costs. No "per supplement" charges. No extra charges or higher page rates if printed or electronic supplements are requested more often. Payments for new codes may be stretched over two budget cycles. Please call if any of our services can be modified to better suit your needs.*





City of Edgewood, WA

**Proposal for Update, Conversion and Web Hosting
of the Comprehensive Plan**

Submitted by

Code Publishing, LLC

Contact:

Margaret Bustion
mbustion@codepublishing.com
Phone: 800-551-2633
9410 Roosevelt Way NE
Seattle, WA 98115



January 2021

Scope of Services – File Conversion and Updates

File conversion is the initial process of moving your files to our editorial system and creating a web-based code, if chosen. Updating is the process of taking new amendments and codifying them in the code, both printed and online. To complete this process, Code Publishing Company shall provide codification and publishing services, including but not limited to: conversion, editing, proofreading, creation of electronic files, printing and print subscription services, and code archiving.

Conversion

Once we receive all required materials for the initial project, our editorial staff begins reviewing the code for style and inconsistencies. At this stage, we will develop a style sheet for your code to create a unified, professional look. Our editorial staff will analyze commonalities among code chapters and create a consistent overall style for your code. We will send our completed style proposal for your review and verification. (See “Formatting” below.)

After the style and organization are confirmed, we start editing and formatting your code. We will apply page formatting. After adding, editing and proofreading any new ordinances, we will continue historical footnotes describing the date and number of the legislation affecting a given law. We will also add to or create an ordinance table describing the action and listing the disposition of every ordinance passed since the establishment of your municipality.

We understand the need for high editorial standards in your code and fully stand behind all of our work. Our entire staff operates in one central office, meaning that we can deliver consistent quality and thorough communication.

Formatting

We will maintain the current formatting of your printed code.

Modern Platform References

All of the codes listed below use our modern web interface. All codes have a unique web design which matches the jurisdiction's web site. All new customers are automatically published in this format.

The code site is responsive and smartly fits whichever size screen being used. Without switching to a special alternative interface, it meets industry standards for compatibility with different devices, usability by different population segments, and accessibility for individuals with disabilities. Even more than meeting ADA guidelines, it addresses the spirit of them: to make it easy for anyone to access and use. Font size and other accessibility options can be selected in the Settings dialog on the main toolbar.

Smaller Jurisdiction Codes

City of Nehalem, OR
Nehalem City Code
<https://nehalem.municipal.codes>
Population: 271

City of George, WA
George Municipal Code
<https://george.municipal.codes>
Population: 501

Town of Cathlamet, WA
Cathlamet Municipal Code
<https://cathlamet.municipal.codes>
Population: 532

Town of Homecroft, IN
Homecroft Municipal Code
<https://homecroft.municipal.codes>
Population: 745

City of Electric City, WA
Electric City Municipal Code
<https://electriccity.municipal.codes>
Population: 968

Larger Jurisdiction Codes

City of Bellevue, WA
Bellevue City Code
<https://bellevue.municipal.codes>
Population: 144,444

City of Vancouver, WA
Vancouver Municipal Code
<https://vancouver.municipal.codes>
Population: 175,673

City of Bakersfield, CA
Bakersfield Municipal Code
<https://bakersfield.municipal.codes>
Population: 380,874

City of Phoenix, AZ
Phoenix City Code
<https://phoenix.municipal.codes>
Population: 1,626,078

County and Borough Codes

Fairbanks North Star Borough, AK
Fairbanks North Star Borough
Code
<https://fnsb.borough.codes>
Population: 99,703

Haines Borough, AK
Haines Borough Code
<https://hainesborough.borough.codes>
Population: 2,526

Humboldt County, CA
Humboldt County Code
<https://humboldt.county.codes>
Population: 136,754

Jasper County, IN
Jasper County Code
<https://jasper.county.codes>
Population: 33,478

Sierra County, CA
Sierra County Code
<https://sierra.county.codes>
Population: 3,240

Snohomish County, WA
Snohomish County Code
<https://snohomish.county.codes>
Population: 801,633

Tribal Codes

Osage Nation, OK
Osage Nation Code
<https://osage.tribal.codes>
Population: 16,000

Samish Indian Nation, WA
Samish Tribal Code
<https://samish.tribal.codes>
Population: 2,000

Yurok Tribe, CA
Yurok Tribal Code
<https://yurok.tribal.codes>
Population: 1,238

Special District Codes

Silver Lake Water and Sewer
District, WA
Silver Lake Water and Sewer
District Code
<https://silverlakewsd.district.codes>
Population: 47,300

Coachella Valley Water District, CA
Coachella Valley Water District Code
<https://cvwd.district.codes>
Population: 320,000

Washington Suburban Sanitary
Commission, MD
WSSC Code of Regulations
<https://wssc.district.codes>
Population: 25,346

Conversion, Update and Web Hosting Proposal

EDGEWOOD, WASHINGTON

JANUARY 12, 2021

Code Publishing Company shall convert and publish online the Edgewood Comprehensive Plan, as described in the attached Scope of Services – File Conversion and Updates.

Conversion

One-Time Set-up Fees

Initial project (estimated 52 hours, 75.00 per hour)	3,900.00
Update editorial rate* (est. 20 pages)	Included
Graphics, maps, tables, diagrams	No charge

*Ord. 20-590

Website Development Services

Conversion of code files to HTML and publication on a custom web interface	No charge
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Web Hosting Services

Annual web hosting for Comprehensive Plan	75.00
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See Web-Based Features and Enhancements sheet attached.

Supplement Service

Supplement Fees

Editorial rate	22.50 per page
Web updates and additional work, including updating electronic files	75.00 per hour
Graphics, maps, tables, diagrams (additional charge per page)	15.00 per page
Printed copies	75.00 per hour
Shipping	Included



Other Included Services

No charge

Telephone and email support

Sample ordinance service

Archival PDF files (previous versions of full codes and supplements)

No startup costs. No "per supplement" charges. No extra charges or higher page rates if printed or electronic supplements are requested more often. All prices are estimates; final invoice is based on actual number of pages. Payments for recodified codes may be stretched over two budget cycles. Please call if any of our services can be modified to better suit your needs.



Web Features and Enhancements

☒ Standard Web Hosting Package

40.00 per month

Ordinances are codified in the web-based code in 3 to 5 days. Save countless hours processing record requests and updating unwieldy codebooks. A great way to transition to a paperless code.

- **Smart Search** – Returns the most relevant results, understands Boolean terms and includes multiple documents (see *Additional Document Hosting*). Chapters, sections and subsections also have their own “Search within This” tool.
- **Share** – Print, save or share sections. Save as Word, PDF, etc., share via email or social media.
- **Sticky Table Headers** – Headers remain fixed while scrolling through a long table.
- **Code Citations** - Links to **internal** and **state** code sections where cited. See *Previews* below.
- **Legislative History** – Filterable list of legislation. Clicking an enactment number brings up related information, including *links* to affected sections. Pending legislation is included. See also *History Linking* below.
- **History Linking** – Links between history notes and enactments on the *Legislative History* page, with timelines. See also *Additional Document Hosting*.
- **Custom Interface** – Customized look and feel, with banner, menus, fonts, colors and photos to match your website.

<https://telluride.municipal.codes>

<https://bellevue.municipal.codes>

Additional Enhancements

Additional 45.00 per month

- ☐ **Versions** – View and search previous versions of the code, and compare sections with markup (redlining) of changes. **(75.00 per hour setup 75.00 per year a la carte)**
- ☐ **Previews** – Includes Section Preview, Footnote Preview and Definition Preview (primarily for zoning). Hover over relevant citations or defined words to display pop-up text previews. **(75.00 per hour setup 295.00 per year a la carte)**

Tracking Updates

- ☐ **Pending Updates** – Highlights sections affected by ordinances pending codification with a blue **Amended** tag in the table of contents and the code. Tags are linked to PDF files of new ordinances. Tags and PDF files are removed after the ordinances are codified. **15.00 per ordinance**
- ☐ **Recent Updates** – Highlights sections containing recently codified ordinances with a green **Revised** tag in the table of contents and the code. Tags are removed after six months or on a custom schedule. **15.00 per month**



Hosting Other Documents

- ☐ **Additional Document Hosting** – Policy documents, agreements, handbooks, planning documents, manuals, etc., hosted in searchable PDF or HTML ** format on code site.

**75.00 per hour setup;
100.00 per year hosting;
75.00 per hour updating**

***HTML format has additional conversion fees; ask for quote.*



Terms and Conditions

Terms

In consideration for services, customer shall compensate the Code Publishing Company (CPC) the sum(s) set forth in the written proposal or services addendum, attached to and made a part of this Agreement. Additional service(s) provided by CPC following the execution of this Agreement shall be compensated at the current price(s) in effect for CPC's services at the time of performance of the services, unless otherwise agreed to between the parties and set forth in this Agreement.

Payment and Invoice Requirements

CPC shall invoice the customer upon delivery of the newly codified ordinances, printed supplements, and/or electronic services elected by the customer consistent with the terms set forth in the attached proposal or services addendum. Additional services agreed to between the parties shall be invoiced following service delivery. Payments shall be made by the customer to CPC within thirty (30) days of receipt of said invoice by the customer.

For Original Codification and Recodification, a progress payment of 90 percent of the total is due upon delivery of the text proof. The balance will be billed upon delivery of the completed code(s) or within 90 days, whichever comes first, or upon other arrangements as specified in writing by the customer. Additional services are to be paid upon delivery including supplements. Invoices are due and payable within 30 days.

Responsibility of Customer

The customer shall provide two copies of each document to be codified: a signed version (scanned PDF is acceptable) and a word processing version. All proofing is against the signed version. There is a \$75.00 per hour charge for scanning and OCR work when a word processing version is not provided.

Code to Remain Property of Customer

The code produced by CPC shall be the exclusive and sole property of the customer and the customer may use said code for any purposes it deems appropriate including copying, distributing, or selling copies of said code.

Indemnification

CPC shall indemnify, defend, and hold harmless the customer, its officers, employees, agents, assigns, and representatives from any and all costs, claims, judgments or awards of damages arising out of any negligent acts or omissions of CPC, its officers, employees, agents, assigns, and representatives in performing the terms of this Agreement.

The customer shall indemnify and hold harmless CPC, its officers, employees, agents, assigns, and representatives for any claims caused by delays to the codification process that may arise from the failure of the customer to supply CPC promptly with all necessary materials and/or information required for the completion of codification, supplementation, and web hosting services.

Insurance

CPC shall procure and maintain, for the duration of this Agreement, general commercial liability insurance for the benefit of CPC and the customer against claims arising from or in connection with the performance of the terms of this Agreement by CPC, its officers, employees, agents, assigns, and representatives. The general commercial liability insurance policy limit amounts shall be no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate coverage. Proof of insurance coverage shall be maintained by CPC and provided upon request by the customer.

Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days' advance written notice. The customer is required to remunerate to CPC payment for all services performed by CPC up to the date that the services performed by CPC are to discontinue. The customer acknowledges that CPC shall have a lien against all materials provided by the customer to CPC for codification to secure payment for services due until full payment for services performed by CPC has been received.

Effective Date

This Agreement is effective upon the signatures of both parties to this Agreement from the most recent date signed by either of them and shall remain in effect continuously until terminated by either party.

Authorization Agreement

Edgewood, Washington, hereby agrees to the procedures set forth in the attached proposal dated January 12, 2021.*

Code Publishing, LLC

Edgewood, WA

By: Margaret O. Bustion

Margaret O. Bustion, President

By: _____

Print name: _____

Dated: 5-5-2021

Dated: _____

Please sign and return two copies of this page (via USPS) or email this page to:

Code Publishing Company
9410 Roosevelt Way NE
Seattle, WA 98115

OR

cpc@codepublishing.com

**All prices are estimates; final invoice is based on actual number of pages supplemented in the code or hours spent updating the online version. All pricing is subject to increase after a three-year period. No startup costs. No "per supplement" charges. No extra charges or higher page rates if printed or electronic supplements are requested more often. Payments for new codes may be stretched over two budget cycles. Please call if any of our services can be modified to better suit your needs.*





City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0562 – Resolution 21-0562, 2021 1st Amendment Edgewood Sewer Service ILA	Agenda Item #: 5.F
	For Agenda of: 5/25/2021
	Prepared by: Dave Gray
Attachments (list):	
Approval of Materials: Dave Gray Rachel Pitzel 5/20/2021 Dave Gray 5/20/2021 Daryl Eidinger 5/21/2021	Expenditure Required: N/A Pass through to citizen users of the Fife Sewer Service
	Amount Budgeted: N/A
	Timeline: SS May 18th, 2021 RCM May 25th, 2021

Summary Statement:

The original City of Fife, City of Edgewood Sewer Service Agreement ILA was written in 2013 before the actual sewer service was provided. Since that time the residents using the service have been paying the Fife "in-city" sewer fees and the City of Fife has not been collecting a 6% franchise fee called out to be collected by the City of Fife from the sewer users and passed on to the City of Edgewood. The Edgewood City Council is not of a mind to impose the fee at this time, thereby reducing the cost of service to the residents serviced by the City of Fife, and, after discussion with the City of Fife, the City of Fife has agreed to a 36% up charge as a cap on fees above the "in city" base fee while the two cities negotiate a new ILA.

Item History:

Recommended Action:

Review the 1st Amendment to the 2013 ILA and recommend the Mayor bring it forward under resolution to the May 25th Regular Council Meeting consent agenda, revised as needed.

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0563 – Resolution 21-0563, Edgewood Dr / Sumner Heights Dr Contract	Agenda Item #: 5.G
	For Agenda of: 5/25/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 21-0563 2. ExA - NWC_SIGNED_CONTRACT_051321 3. SIGNED_PAYMENT_&_PERFORMANCE_BOND 4. SIGNED_RETAINAGE_BOND	
Approval of Materials: Jeremy Metzler Rachel Pitzel 5/20/2021 Dave Gray 5/20/2021 Daryl Eidinger 5/21/2021	Expenditure Required: \$462,462.00 Amount Budgeted: \$490,000 (Engineer's Estimate) Timeline: 05/25/2021 RCM

Summary Statement:

On March 26, 2021, the City advertised a Call for Bids and received seven (7) responses by the May 4, 2021 deadline (revised by Addendum), from which the apparent low bidder withdrew their bid due to error. The City's consultant, Gray & Osborne, Inc., tabulated the remaining bid results, reviewed the proposals and Supplemental Bidder Responsibility Criteria of the lowest bidder remaining, checked references, and determined the lowest responsive, responsible bidder was Northwest Cascade, Inc. Attached herewith is a resolution authorizing the Mayor to execute a contract with Northwest Cascade, Inc. (also attached, with signed bonds), for Council consideration and action.

Item History:

05/18/2021 SS

Recommended Action:

MOTION to adopt **AB21-0563** – Resolution 21-0563, Edgewood Dr / Sumner Heights Dr Contract

Fiscal Note/Consideration:

The Engineer's Construction Cost Estimate for this project was \$490,000: \$295,000 for pavement preservation and \$195,000 for drainage improvements. The Council-adopted Capital Improvement Plan identified \$335,000 for the pavement preservation work in 2021 under Project T-5, and \$1,000,000 was identified for drainage improvements under Project SW-13 (this contract only covers a portion of the drainage improvements originally considered). Bids received range from \$462,462.00 to \$597,130.50.

The total TIB Grant fund balance has been adjusted to \$276,527 (see attached TIB Updated Cost Estimate).
The remainder of the project will be funded through Real Estate Excise Taxes and Surface Water Utility Funds.

RESOLUTION NO. 21-0563

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AWARDING THE CONTRACT FOR EDGEWOOD DRIVE EAST AND SUMNER HEIGHTS DRIVE EAST INTERSECTION PAVEMENT PRESERVATION TO NORTHWEST CASCADE, INCORPORATED, IN THE AMOUNT OF \$462,462.00

WHEREAS, the City executed a grant agreement with the Transportation Improvement Board (TIB) for Edgewood Drive East and Sumner Heights Drive East Intersection Pavement Preservation in December 2019; and

WHEREAS, the City had construction plans prepared by Gray & Osborne, Inc. for the Edgewood Drive East and Sumner Heights Drive East Intersection Pavement Preservation, including planned drainage improvements through the intersection work area, and the Engineer's Estimate for such work was \$490,000.00; and

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

WHEREAS, after seven bids were received and opened, the City staff and Gray & Osborne, Inc. determined that the lowest responsive bidder was Northwest Cascade, Inc. in the amount of \$462,462.00; and

WHEREAS, Gray & Osborne, Inc. analyzed the proposal and recommended that Northwest Cascade, Inc. be awarded the contract as the lowest responsive and responsible bidder, based on its bid of \$462,462.00; and

WHEREAS, the City Council considered the recommendation during its regular Council meeting of May 25, 2021, and determined that the contract should be awarded to Northwest Cascade, 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 Northwest Cascade, Incorporated in the amount of \$462,462.00 for the Edgewood Drive East and Sumner Heights Drive East Intersection Pavement Preservation project, which is attached hereto as Exhibit A.

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

ADOPTED THIS 25TH DAY OF MAY, 2021

Daryl Eiding, 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 Northwest Cascade, 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:

Edgewood Drive East and Sumner Height Drive East Intersection pavement preservation and storm improvements. The Project is composed of two schedules. Schedule A includes pavement preservation improvements at the Edgewood Drive East and Sumner Height Drive East intersection. Work includes excavation, subgrade repair, crushed surfacing, paving, cement concrete panel removal and replacement, concrete barrier, beam guardrail improvements, channelization, signing and traffic control. Schedule B includes stormwater improvements within the intersection improvement limits. The work includes approximately 650 LF of 12-inch to 18-inch diameter storm pipe, catch basins, trench excavation, backfill and repair, stormwater bypass, removal of storm pipe and structures and traffic control.
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) 831-4266
Email: jeremy@cityofedgewood.org

CONTRACTOR:

Northwest Cascade, Inc.
Address: PO Box 73399
Puyallup, WA 98373
Contact: Clint Meyers
Phone: (253) 848-2371
Email: clint@nwcascade.com
Tax ID #: 91-0826936

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 50 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:
 - Addenda (if any)
 - This Contract and Contractor's Proposal
 - Special Provisions
 - Contract Plans
 - Standard Specifications
 - WSDOT/AWPA Standard Plans for Road, Bridge and Municipal Construction
 - Performance and Payment Bonds
 - All provisions required by law to be inserted into this Contract, whether actually attached hereto or not

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

- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (5) Work Hours. Contractor shall not work on weekends, unless otherwise authorized by the City. 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 and Lump Sum prices set forth in the Contractor's proposal; and per Special Provision 1-09.9, plus all applicable taxes.
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.
- 8. Performance and Payment Bonds.** 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: ul (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 at Contract Agency Final Acceptance of the Work, 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 *Northwest Cascade, Inc.*

By:  _____

Print name: *Clinton E. Myers*

Title: *V.P. of Construction*

Date: *5/13/2021*

APPROVED AS TO FORM:



Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Greg Potts (Corporate Officer (Not Contract Signer)) certify that I am the CEO (Corporate Title) of the corporation named as Contractor in the Contract attached hereto; that Clinton E. Myers (Contract Signer) who signed said Contract on behalf of Contractor, was then V.P. of Construction (Corporate Title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[Signature]
Corporate Officer Signature (not Contract Signer)

Greg Potts
Print Name

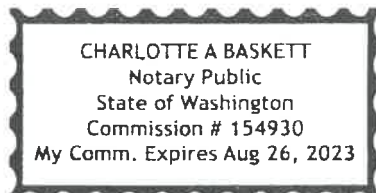
CEO
Title

State of Washington

County of Pierce

Greg Potts, (Corporate Officer (not Contract Signer)) being duly sworn, deposes and says that he/she is CEO (Corporate Title) of Northwest Cascade Inc. (Name of Corporation).

20 21 Subscribed and sworn to before me this 13th day of May,



Charlotte Baskett
Notary Public (Signature)

Charlotte Baskett
Notary Public (Print)
My commission expires August 26, 2023

PERFORMANCE BOND
to CITY OF EDGEWOOD, WA
Bond No. 9214479

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Northwest Cascade, Inc. (Principal), a contract for the construction of the project designated as the Edgewood Drive East and Sumner Heights Drive East Intersection Pavement Preservation in Edgewood, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Fidelity and Deposit Company of Maryland (Surety), a corporation, organized under the laws of the State of Illinois 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 Four-Hundred Sixty-Two Thousand Four-Hundred Sixty-Two US Dollars (\$462,462.00) Total Contract Amount, subject to the provisions herein.

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

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

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

PRINCIPAL Northwest Cascade, Inc.

 5/14/2021
Principal Signature Date

Clayton E. Myers
Printed Name

V.P. of Construction
Title

SURETY Fidelity and Deposit Company of Maryland

 5/14/2021
Surety Signature Date

Carley Espiritu
Printed Name

Attorney-in-Fact
Title

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

Propel Insurance

P.O. Box 2940, Tacoma, WA 98401-2940

(253) 759-2200

Approved as to form:

City Attorney, City of Edgewood

Date

PUBLIC WORKS PAYMENT BOND
to CITY OF EDGEWOOD, WA

Bond No. 9214479

The **CITY OF EDGEWOOD**, Washington, (City) has awarded to Northwest Cascade, Inc. (Principal), a contract for the construction of the project designated as the Edgewood Drive East and Sumner Heights Drive East Intersection Pavement Preservation 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 Fidelity and Deposit Company of Maryland (Surety), a corporation organized under the laws of the State of Illinois 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 Four-Hundred Sixty-Two Thousand Four-Hundred Sixty-Two (\$462,462.00) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 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 Northwest Cascade, Inc.

SURETY Fidelity and Deposit Company of Maryland

Principal Signature

5/14/2021
Date

Surety Signature

5/14/2021
Date

Printed Name

Clinton E. Myers

Carley Espiritu

Printed Name

Title

V.P. of Construction

Attorney-in-Fact

Title

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

Propel Insurance

P.O. Box 2940, Tacoma, WA 98401-2940

(253) 759-2200

Approved as to form:

City Attorney, City of Edgewood

Date

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Katharine J. SNIDER, Karen C. SWANSON, Erica E. MOSLEY, Holli ALBERS, Jamie L. MARQUES, Carley ESPIRITU, Christopher KINYON, Brent E. HEILESEN, Annelies M. RICHIE, Kyle Joseph HOWAT, Heather L. ALLEN, of Tacoma, Washington, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of November, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this **11th day of November, A.D. 2020**, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of May 2021



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

RETAINAGE BOND

Bond No. 9214480

The "Contractor" or "Principal" is:

Northwest Cascade, Inc.
P. O. Box 73399
Puyallup, WA 98373

The "Surety" is:

Fidelity and Deposit Company of Maryland
800 Fifth Avenue, Suite 3800
Seattle, WA 98104

The "Owner" or "Obligee" is:

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

The "Contract" is dated:

For:

Edgewood Drive East and Sumner Heights Drive
East Intersection Pavement Preservation in
Edgewood, Washington

KNOW ALL BY THESE PRESENTS:

That the Contractor, a corporation organized and authorized to do business as Principal under the laws of the State of Washington, and Surety, a corporation organized and existing under the laws of the State of Washington and authorized and admitted to transact business in the State of Washington as Surety, are jointly and severally held and bound unto the City of Edgewood as Obligee for the use and benefit of Claimants defined below as beneficiaries of the trust fund created by RCW 60.28, in the amount of:

(Check one of the following)



5% of the ~~total~~ Contract Sum, which at the date of execution of the Contract was **\$462,462.00**, and including any future increases due to change orders, quantities of work, new items of work, or other additions as the Owner may pay under the Contract, any and all future progress payments and 5% of any and all increases in the Contract Sum,

or



_____ Dollars (\$ _____), which is a fixed portion of the Retained Funds, as described below,

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If the second option is chosen, any balance of the Retained Funds will continue to be withheld, and retainage will be withheld from any future progress payments or increases in the Contract Sum to the extent that the fixed portion is exceeded unless this Retainage Bond is amended or replaced.

WHEREAS, the Principal entered into a contract with the Owner in accordance with Drawings, Specifications, and other Contract Documents, which by this reference are made a part of this Retainage Bond;

AND WHEREAS, the Contract and RCW 60.28 require the Owner to reserve from the monies earned by the Principal on estimates during the progress of the improvement or work a sum not to exceed 5% ("Retained Funds");

AND WHEREAS, Principal has requested under RCW 60.28.011(6) to submit a bond for all or a portion of the Retained Funds, and the Owner is required by the statute to accept a satisfactory bond in lieu of the Retained Funds unless it can demonstrate good cause for refusing it;

AND WHEREAS, it is the intent of the Principal, the Surety, and the Owner that this Retainage Bond and any proceeds from it are subject to all claims and liens in the same manner and priority as set forth for retained percentages in RCW 60.28;

NOW THEREFORE, the condition of this obligation is that, if there are no valid claims by any person or entity arising under the Contract pursuant to RCW 60.28, and no payment due from the Principal to the State of Washington with respect to taxes imposed pursuant to Title 82 RCW or payments pursuant to RCW 50.42, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. The Principal and Surety hereby jointly and severally agree among themselves and with the Owner that every person or entity making a valid claim on the Retained Fund pursuant to RCW 60.28 ("Claimant") who has not been paid in full before the expiration of a period of forty-five (45) days after the completion of all Contract work may sue on this Retainage Bond for the use and benefit of the Claimant, prosecute the suit to final judgment for the sum justly due the Claimant, if any, and have execution on this Retainage Bond, all in accordance with and to the extent permissible under RCW 60.28. The Owner shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit and Principal agrees to indemnify Owner for any such costs.
2. No suit or action shall be commenced under this Retainage Bond by any Claimant:
 - (a) Unless the Claimant has complied with the requirements of RCW 60.28, and
 - (b) Other than in a state court of competent jurisdiction in and for the county in which the Project is situated, and not elsewhere.
3. The amount of this Retainage Bond shall be reduced by and to the extent of any payment or payments properly made under it.

SIGNED AND SEALED this 14th day of May, 2021.

PRINCIPAL Northwest Cascade, Inc.


Authorized Signature

Clinton E. Myers

V.P. of Construction

Title

Approved:

CITY OF EDGEWOOD

Authorized Signature

Dated _____, 2021

SURETY Fidelity and Deposit Company of Maryland


Authorized Signature

Carley Espiritu
By: Its Attorney in Fact
Name and Title

Propel Insurance
Name of Local Office or Agent

P.O. Box 2940

Tacoma, WA 98401-2940
Address of Local Office or Agent

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this **11th day of November, A.D. 2020**, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



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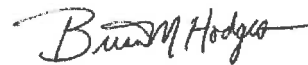
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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of May, 2021





By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

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Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



City Of Edgewood Council Agenda Summary Sheet

Subject: AB21-0564 – Resolution 21-0564, Grinder Pump Agreements	Agenda Item #: 5.H
	For Agenda of: 5/25/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 21-0564 - Grinder Pump Agreements 2. Lot 2 3. Lot 3 4. Lot 4	
Approval of Materials: Jeremy Metzler Rachel Pitzel 5/20/2021 Dave Gray 5/20/2021 Daryl Eidinger 5/21/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 05/25/2021 RCM

Summary Statement:

The Ramsaur Short Plat is located at 2302 to 2312 95th Avenue Court East. In order to connect to the City's sanitary sewer system as designed and constructed, the developer must install private grinder pumps on each of the new lots.

One of the necessary steps prior to project completion is the execution of the attached Private Grinder Pump Agreements. Lakehaven has coordinated with the developer on executing their standard form, which has been reviewed by the City's legal counsel. Because these agreements are an interest in land (i.e., entry rights onto private property), the City Council is required to accept them before they can be recorded against the property. Attached is a resolution confirming said acceptance and approval, authorizing the Mayor to execute the agreement as required, for Council's consideration and action.

Item History:

05/18/2021 SS

Recommended Action:

MOTION to adopt **AB21-0564** – Resolution 21-0564, Grinder Pump Agreements

Fiscal Note/Consideration:

All costs associated with this action are coordinated between the developer and the City's sanitary sewer service provider, Lakehaven Water & Sewer District.

RESOLUTION NO. 21-0564

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE PRIVATE GRINDER PUMP AGREEMENTS FOR THE RAMSAUR SHORT PLAT PROJECT LOCATED AT 2302 TO 2312 95TH AVENUE COURT EAST IN EDGEWOOD.

WHEREAS, the City has delegated its authority to inspect sanitary sewer construction in the Ramsaur Short Plat Project to Lakehaven Water and Sewer District; and

WHEREAS, according to Lakehaven Water and Sewer District, the developer of Lots 2, 3 and 4 of the Ramsaur Short Plat must install private grinder pumps in order to have sanitary sewer service in accordance with the District's adopted standards and specifications; and

WHEREAS, prior to project completion, the City must accept and approve the necessary agreements for the private grinder pumps on the developer's property; and

WHEREAS, the developer has submitted the attached agreements for acceptance and approval by the City, executed by the underlying property owners; and

WHEREAS, the Council considered this Resolution during its meeting of May 25, 2021;

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

Section 1. Private Grinder Pump Agreements Authorized. The City Council authorizes the Mayor to execute the Private Grinder Pump Agreements with Igor & Svetlana Afichuk, in a form substantially the same as Exhibit A, which is attached hereto and incorporated herein by this reference.

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

ADOPTED THIS 25TH DAY OF MAY, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Private Grinder Pump Agreements

PRIVATE GRINDER PUMP AGREEMENT

THIS AGREEMENT made by and between the **CITY OF EDGEWOOD**, a municipal corporation of Pierce County, Washington, hereinafter referred to as "the City", and **IGOR & SVETLANA AFICHUK**, hereinafter referred to as "Owner" for the purpose of permitting Owner to connect building plumbing/mechanical improvements on Owner's property to the City's sanitary sewer system on a permanent basis to serve Owner's property:

WITNESSETH:

WHEREAS, the City owns a sanitary sewer system within its boundaries which can serve property of Owner, and

WHEREAS, Owner presently desires to have constructed and connected, at Owner's cost, building plumbing/mechanical improvements on Owner's property to the City's sanitary sewer system through the installation of a grinder pump and a building sewer on Owner's property, and a side sewer between the Owner's property and the City's sanitary sewer system; which grinder pump, building sewer, and side sewer are hereinafter collectively referred to as the "sewer service connection", and

WHEREAS, the consent of the City is required to permit Owner to serve such property on a permanent basis, and

WHEREAS, the City agrees to permit same under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, it is hereby agreed by the parties as follows:

1. The land for which a sewer service connection is requested and to which this Agreement applies, is realty in Pierce County, Washington, legally described in Exhibit "A" and generally depicted in Exhibit "B", hereinafter referred to as "Owner's property", attached hereto and by this reference incorporated herein. By executing this Agreement, Owner represents and warrants that it is the owner of record of the above-described property.

2. On condition of fulfillment of Owner's obligations herein, the City consents to a sewer service connection as described herein.

3. Owner hereby acknowledges and agrees that the construction of the sewer service connection, including conformance with applicable rules and regulations of the City, its contract agency other agencies of jurisdiction, and/or applicable covenants, codes and/or restrictions, shall be the sole responsibility of the Owner.

4. Owner hereby acknowledges and agrees that all portions of the sewer service connection, including the portion of the sewer service connection located outside of the Owner's property, shall be owned, operated and maintained by Owner, subject to permitting and other requirements of the City and its contract agency. Operation and maintenance shall include, but is not limited to, replacement parts, labor and emergency repairs for grinder pump(s), electrical components, and/or facilities, pipe, check and isolation valves, and other appurtenances to the sewer service connection.

5. Owner acknowledges and agrees that the Owner is solely responsible for any damage(s) attributable to the sewer service connection, and further agrees to indemnify and hold harmless the City or its contract agency for injury to person or property or for any other damage(s) occasioned by use of the sewer service connection.

6. Owner hereby acknowledges and agrees to reimburse the City or its contract agency for any and all charges incurred by the City or its contract agency for construction, operation, and/or maintenance of the sewer service connection, whether performed at the Owner request or otherwise. Any amounts remaining unpaid after demand for payment shall be subject to the City's lien rights and may be foreclosed pursuant to City code and state law.

7. Owner agrees to make provisions to manage sewer flows from the building plumbing/mechanical improvements on Owner's property in the event of a power outage that renders the sewer service connection inoperable and/or unusable. Acceptable provisions include providing a minimum 24-hour storage capacity in the private grinder pump system, and/or making available a standby engine-driven emergency generator available to operate the private grinder pump.

8. It is recommended that Owner retain a grinder pump design professional to prepare plans and specifications for the sewer service connection. Any plans prepared for Owner shall only be for Owner's use and the City or its contract agency will not review or otherwise approve such plans or specifications. This work shall conform to minimum material and construction standards of the city and its contract agency, and as additionally specified herein.

9. If discharging to a pressure sewer system, the sewer service connection shall conform to the pressure sewer system design. The manufacturer and model number of the grinder pump shall be as noted on the separate Sewer Service Connection Permit issued by the City or its contract agency. Owner may, upon approval of the City and its contract agency, install a different grinder pump than set forth in the pressure sewer system design. In order to obtain approval by the City and its contract agency of an alternate grinder

pump, Owner shall, at Owner's expense, submit to the City or its contract agency a report prepared and verified by a professional engineer licensed in the State of Washington which evaluates the impact of the proposed non-specified private grinder pump on the pressure sewer system and certifies that it will operate without adversely impacting the pressure sewer system and/or other sewer service connections thereto.

10. The City and its contract agency shall have the right at such time as it deems necessary, without prior institution of any suit or proceeding at law and without prior notice to Owner, to install, repair, reconstruct, operate and/or maintain the system shut-off valve located within the service valve box, and to enter upon said real property described in Exhibit "A" and depicted in Exhibit "B" for the purposes described herein, without incurring any legal obligation or liability therefore, provided that such shall be accomplished in such manner that existing private improvements shall not be disturbed or destroyed, except as provided hereunder. Owner hereby agrees to not in any way block, restrict or impede access to or from, or full use of, the system shut-off valve; or convey to a third party any easement, or other interest or right of use of said real property subject to such easement, that would impair or limit the rights granted to the City or its contract agency herein.

11. This Agreement shall constitute a covenant running with the land and servitude upon the property described herein and shall be binding upon all successors in interest to Owner.

12. Upon connection of the building plumbing/mechanical improvements on Owner's property as described herein to the City's sanitary sewer system, Owner agrees to comply with all rules, regulations, ordinances and resolutions of the City and its contract agency.

WITNESS our hands and seals.

CITY OF EDGEWOOD
Pierce County, Washington


IGOR AFICHUK (Date) 4-19-21

SVETLANA AFICHUK (Date) 4-19-21

Public Works Director

Dated: _____

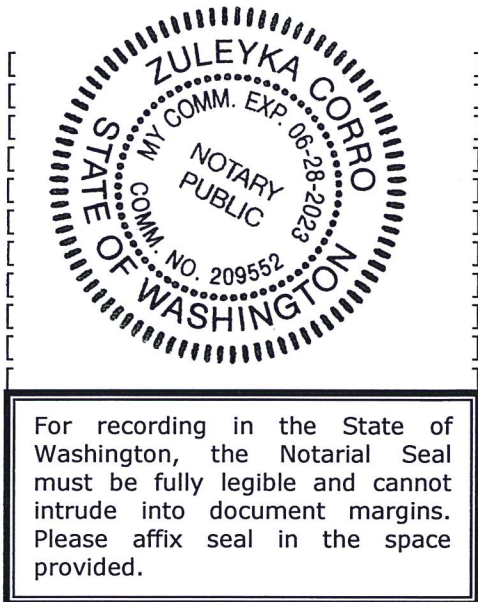
STATE OF Washington

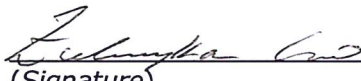
County of King

This record was acknowledged before me on April 19th, 2021
(Date)

by Igor & Svetlana Afichuk
(Name)

DATED: April 19th, 2021




(Signature)
Notary Public
Title

My appointment expires 6/28/2023

EXHIBIT "A"

LEGAL PROPERTY DESCRIPTION

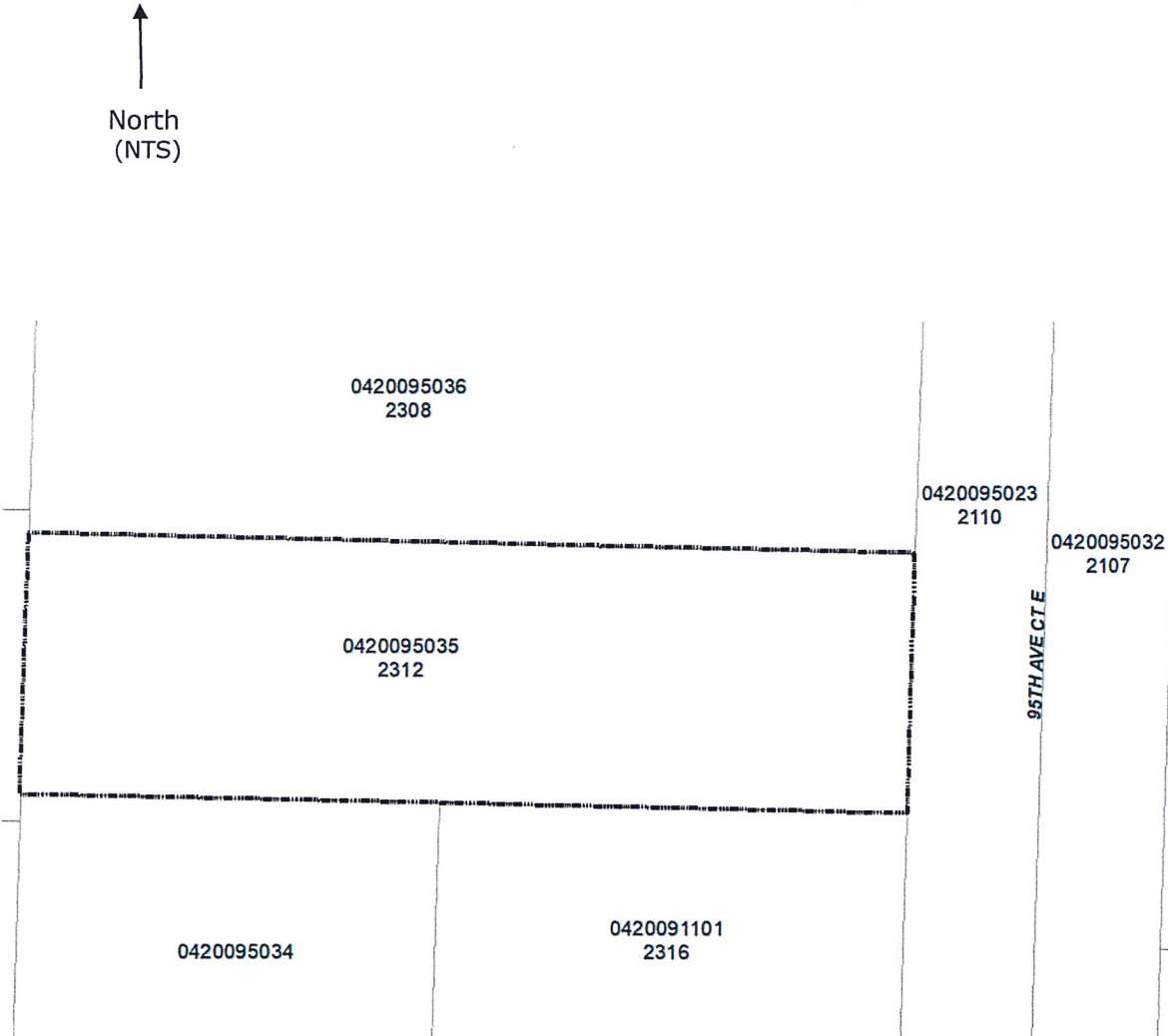
LOT 2, CITY OF EDGEWOOD SPL. NO. 20-1341 RECORDING NUMBER 202008135004,
PIERCE COUNTY.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

TAX PARCEL NO. 0420095035

EXHIBIT "B"

GRAPHIC PROPERTY DEPICTION



PRIVATE GRINDER PUMP AGREEMENT

THIS AGREEMENT made by and between the **CITY OF EDGEWOOD**, a municipal corporation of Pierce County, Washington, hereinafter referred to as "the City", and **IGOR & SVETLANA AFICHUK**, hereinafter referred to as "Owner" for the purpose of permitting Owner to connect building plumbing/mechanical improvements on Owner's property to the City's sanitary sewer system on a permanent basis to serve Owner's property:

WITNESSETH:

WHEREAS, the City owns a sanitary sewer system within its boundaries which can serve property of Owner, and

WHEREAS, Owner presently desires to have constructed and connected, at Owner's cost, building plumbing/mechanical improvements on Owner's property to the City's sanitary sewer system through the installation of a grinder pump and a building sewer on Owner's property, and a side sewer between the Owner's property and the City's sanitary sewer system; which grinder pump, building sewer, and side sewer are hereinafter collectively referred to as the "sewer service connection", and

WHEREAS, the consent of the City is required to permit Owner to serve such property on a permanent basis, and

WHEREAS, the City agrees to permit same under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, it is hereby agreed by the parties as follows:

1. The land for which a sewer service connection is requested and to which this Agreement applies, is realty in Pierce County, Washington, legally described in Exhibit "A" and generally depicted in Exhibit "B", hereinafter referred to as "Owner's property", attached hereto and by this reference incorporated herein. By executing this Agreement, Owner represents and warrants that it is the owner of record of the above-described property.

2. On condition of fulfillment of Owner's obligations herein, the City consents to a sewer service connection as described herein.

3. Owner hereby acknowledges and agrees that the construction of the sewer service connection, including conformance with applicable rules and regulations of the City, its contract agency other agencies of jurisdiction, and/or applicable covenants, codes and/or restrictions, shall be the sole responsibility of the Owner.

4. Owner hereby acknowledges and agrees that all portions of the sewer service connection, including the portion of the sewer service connection located outside of the Owner's property, shall be owned, operated and maintained by Owner, subject to permitting and other requirements of the City and its contract agency. Operation and maintenance shall include, but is not limited to, replacement parts, labor and emergency repairs for grinder pump(s), electrical components, and/or facilities, pipe, check and isolation valves, and other appurtenances to the sewer service connection.

5. Owner acknowledges and agrees that the Owner is solely responsible for any damage(s) attributable to the sewer service connection, and further agrees to indemnify and hold harmless the City or its contract agency for injury to person or property or for any other damage(s) occasioned by use of the sewer service connection.

6. Owner hereby acknowledges and agrees to reimburse the City or its contract agency for any and all charges incurred by the City or its contract agency for construction, operation, and/or maintenance of the sewer service connection, whether performed at the Owner request or otherwise. Any amounts remaining unpaid after demand for payment shall be subject to the City's lien rights and may be foreclosed pursuant to City code and state law.

7. Owner agrees to make provisions to manage sewer flows from the building plumbing/mechanical improvements on Owner's property in the event of a power outage that renders the sewer service connection inoperable and/or unusable. Acceptable provisions include providing a minimum 24-hour storage capacity in the private grinder pump system, and/or making available a standby engine-driven emergency generator available to operate the private grinder pump.

8. It is recommended that Owner retain a grinder pump design professional to prepare plans and specifications for the sewer service connection. Any plans prepared for Owner shall only be for Owner's use and the City or its contract agency will not review or otherwise approve such plans or specifications. This work shall conform to minimum material and construction standards of the city and its contract agency, and as additionally specified herein.

9. If discharging to a pressure sewer system, the sewer service connection shall conform to the pressure sewer system design. The manufacturer and model number of the grinder pump shall be as noted on the separate Sewer Service Connection Permit issued by the City or its contract agency. Owner may, upon approval of the City and its contract agency, install a different grinder pump than set forth in the pressure sewer system design. In order to obtain approval by the City and its contract agency of an alternate grinder

pump, Owner shall, at Owner's expense, submit to the City or its contract agency a report prepared and verified by a professional engineer licensed in the State of Washington which evaluates the impact of the proposed non-specified private grinder pump on the pressure sewer system and certifies that it will operate without adversely impacting the pressure sewer system and/or other sewer service connections thereto.

10. The City and its contract agency shall have the right at such time as it deems necessary, without prior institution of any suit or proceeding at law and without prior notice to Owner, to install, repair, reconstruct, operate and/or maintain the system shut-off valve located within the service valve box, and to enter upon said real property described in Exhibit "A" and depicted in Exhibit "B" for the purposes described herein, without incurring any legal obligation or liability therefore, provided that such shall be accomplished in such manner that existing private improvements shall not be disturbed or destroyed, except as provided hereunder. Owner hereby agrees to not in any way block, restrict or impede access to or from, or full use of, the system shut-off valve; or convey to a third party any easement, or other interest or right of use of said real property subject to such easement, that would impair or limit the rights granted to the City or its contract agency herein.

11. This Agreement shall constitute a covenant running with the land and servitude upon the property described herein and shall be binding upon all successors in interest to Owner.

12. Upon connection of the building plumbing/mechanical improvements on Owner's property as described herein to the City's sanitary sewer system, Owner agrees to comply with all rules, regulations, ordinances and resolutions of the City and its contract agency.

WITNESS our hands and seals.

CITY OF EDGEWOOD
Pierce County, Washington

Igor Afichuk 4-19-21
IGOR AFICHUK (Date)
Svetlana Afichuk 4/19/21
SVETLANA AFICHUK (Date)

Public Works Director

Dated: _____

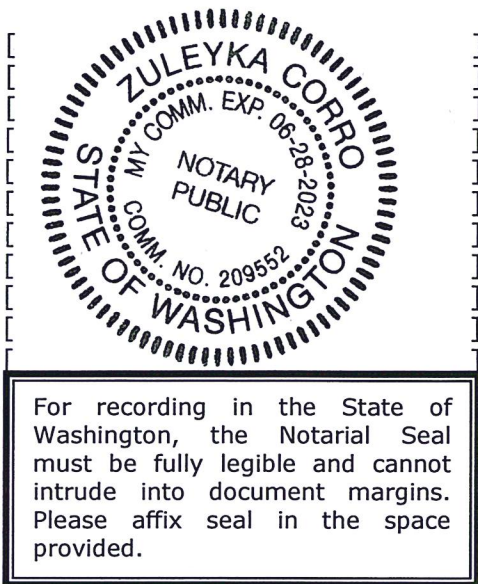
STATE OF Washington

County of King

This record was acknowledged before me on April 19th, 2021
(Date)

by Igor & Svetlana Afichuk
(Name)

DATED: April 19th, 2021



Zuleyka Corro
(Signature)
Notary Public
Title

My appointment expires 6/28/2023

EXHIBIT "A"

LEGAL PROPERTY DESCRIPTION

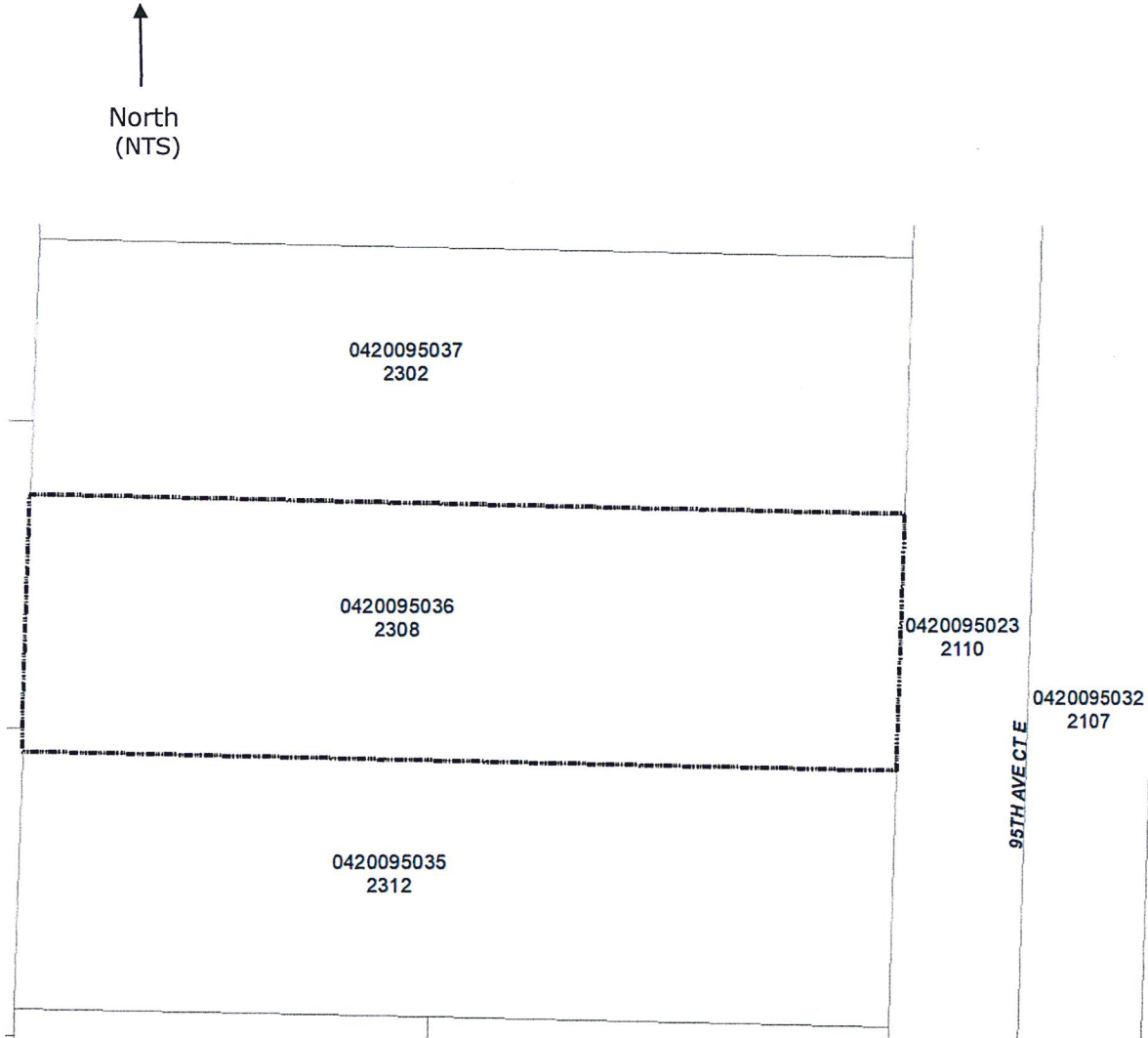
LOT 3, CITY OF EDGEWOOD SPL. NO. 20-1341 RECORDING NUMBER 202008135004,
PIERCE COUNTY.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

TAX PARCEL NO. 0420095036

EXHIBIT "B"

GRAPHIC PROPERTY DEPICTION



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WITNESS our hands and seals.

CITY OF EDGEWOOD
Pierce County, Washington

Igor Afichuk 4-19-21
IGOR AFICHUK (Date)
Svetlana Afichuk 4/19/21
SVETLANA AFICHUK (Date)

Public Works Director

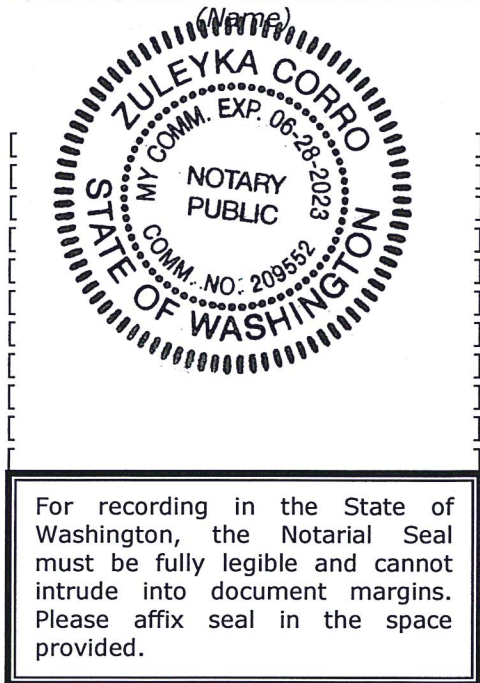
Dated: _____

STATE OF Washington

County of King

This record was acknowledged before me on April 19th, 2021
(Date)

by Igor & Svetlana Afichuk



DATED: April 19th, 2021

Zuleyka Corro
(Signature)
Notary Public
Title

My appointment expires 6/28/2023

EXHIBIT "A"

LEGAL PROPERTY DESCRIPTION

LOT 4, CITY OF EDGEWOOD SPL. NO. 20-1341 RECORDING NUMBER 202008135004,
PIERCE COUNTY.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

TAX PARCEL NO. 0420095037

EXHIBIT "B"

GRAPHIC PROPERTY DEPICTION

