



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, December 5, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

- A.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- B.** Metro Animal Services Agreement
- C.** 2024 Draft Final Budget / 2023 Budget Amendment
- D.** Membership Renewal – ForeverGreen Trails
- E.** Code Enforcement – Amending Section 1.05.040 of EMC
- F.** Code Enforcement – Amending Chapter 2.40 of EMC
- G.** Code Enforcement – Repealing and Replacing Title 7 of EMC
- H.** Landau Consulting Contract

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.A
	For Agenda of: 12/5/2023
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: 2024 Draft Final Budget / 2023 Budget Amendment	Agenda Item #: 2.C			
	For Agenda of: 12/5/2023			
	Prepared by: Hardeep Goraya			
Attachments (list): 1. 2024 Budget Ordinance 2. 2023 Budget Amendment No 1				
Approval of Materials: Hardeep Goraya Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidingen	<table border="1"><tr><td>Expenditure Required:</td></tr><tr><td>Amount Budgeted:</td></tr><tr><td>Timeline:</td></tr></table>	Expenditure Required:	Amount Budgeted:	Timeline:
Expenditure Required:				
Amount Budgeted:				
Timeline:				

Summary Statement:

1. 2024 Draft Final Budget Ordinance 2. 2023 Budget Amendment

Item History:

NA

Recommended Action:

None

Fiscal Note/Consideration:

ORDINANCE NO. 23-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, ADOPTING THE BUDGET AND SALARY SCHEDULE FOR THE 2024 FISCAL YEAR; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

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

WHEREAS, a preliminary budget for the fiscal year 2024 has been prepared and filed in the Office of the City Clerk for the City of Edgewood; and

WHEREAS, the City Council of the City of Edgewood held public hearings on November 14th and November 28th, 2023, regarding the proposed budget and revenues and has deliberated and made adjustments and changes deemed necessary and proper;

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

Section 1. 2024 Budget Adoption and Funds Appropriated. The City Council hereby adopts the 2024 Budget covering the period of January 1, 2024, through December 31, 2024, as follows:

	Estimated Beg. Fund Balance	Estimated Revenue	Appropriations /Expenditures	Estimated End. Fund Balance
General Fund				
Current Expense Fund	4,855,052	8,662,792	11,139,229	2,378,615
Strategic Reserves Fund	1,355,735	-	-	1,355,735
Special Revenue Funds				-
Street Fund	104,368	955,947	1,060,315	-
Park Impact Fee	1,246,434	-	717,000	529,434
Traffic Impact Fee	5,095,105	-	310,000	4,785,105
Real Estate Excise Tax I	643,994	-	643,994	-
Real Estate Excise Tax II	991,066	-	991,000	66
Debt Service Funds				
Debt Service	-	382,446	382,446	-
LID Debt Service	1,021,534	585,119	619,815	986,838
LID Debt Service Reserve Fund	614,806	-	-	614,806
Capital Project Funds	-	4,418,715	4,418,715	-
Enterprise Funds				
Sewer Utility Fund	677,173	163,750	100,181	740,742
Sewer Capital Fund	-	55,000	55,000	-
Surface Water Utility Fund	1,396,945	1,786,620	2,223,221	960,344
Surface Water Capital Fund	-	975,000	975,000	-
Internal Service Fund				-
Equipment Replacement Fund	54,231	150,000	150,000	54,231
	18,056,443	18,135,389	23,785,916	12,405,916

Section 2. 2024 Salary Schedule. The 2024 Salary range and step schedule for authorized positions, attached hereto as Exhibit A of this Ordinance, is hereby adopted by reference.

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

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

Section 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of final passage. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 12TH DAY OF DECEMBER 2023

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney, Ann Marie J. Soto

Date of Publication: December XX, 2023
Effective Date: December XX, 2023

Budget Amendment - Request for Council Approval

2023 Budget Amendment Worksheet

<i>Fund</i>	<i>Resolution/ Ordinance</i>	<i>Item</i>	<i>Beg. Fund Balance Ord.</i>	<i>Adopted Revenue Budget</i>	<i>Adjusted Revenue</i>	<i>Total Revenues</i>	<i>Adopted Expenditure Budget</i>	<i>Adjusted Expenditures</i>	<i>Total Expenditures</i>	<i>Estimated End. Fund Balance</i>
Debt Service # 201										
	Ord. O-22-0640	Appropriated Budget	360	362,167	-	362,167	377,558	-	377,558	(15,031)
		Debt Funding-Bond Payment Transfer in from REET I	-	-	15,031	15,031	-	-	-	15,031
Debt Service # 201 Total			360	362,167	15,031	377,198	377,558	-	377,558	-
REET1 # 130										
	Ord. O-22-0640	Appropriated Budget	842,428	-	-	-	550,000	-	550,000	292,428
		Debt Funding-Bond Payment (Transfer out)	-	-	-	-	-	15,031	15,031	(15,031)
REET1 # 130 Total			842,428	-	-	-	550,000	15,031	565,031	277,397
SW Utility Fund # 410										
	Ord. O-22-0640	Appropriated Budget	1,426,865	1,705,700	-	1,705,700	1,270,440	-	1,270,440	1,862,125
		Drainage Improvement	-	-	-	-	-	350,000	350,000	(350,000)
		Transfer Out - Capital	-	-	-	-	-	(12,044)	(12,044)	12,044
		Transfer Out-Civic Center Bond	-	-	-	-	-	12,044	12,044	(12,044)
SW Utility Fund # 410 Total			1,426,865	1,705,700	-	1,705,700	1,270,440	350,000	1,620,440	1,512,125
SW Capital Fund # 411										
	Ord. O-22-0640	Appropriated Budget	31,500	-	-	-	12,044	-	12,044	19,456
		Transfer Out-Civic Center Bond	-	-	-	-	-	(12,044)	(12,044)	12,044
SW Capital Fund # 411 Total			31,500	-	-	-	12,044	(12,044)	-	31,500
Grand Total - Adjustments					15,031			352,987		



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Membership Renewal – ForeverGreen Trails	Agenda Item #: 2.D
	For Agenda of: 12/5/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. 2023-JM11 Jurisdiction Invoice Edgewood 2023	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 11/30/2023 Dave Gray 11/30/2023 Daryl Eidinger 11/30/2023	Expenditure Required: \$1,200
	Amount Budgeted: N/A
	Timeline: 12/05/2023 SS 12/12/2023 RCM

Summary Statement:

ForeverGreen Trails (FGT) is a local non-profit organization dedicated to the development and stewardship of trails in the Pierce County area. This organization has been very supportive and helpful in the City's efforts to apply for and obtain grant funding for Edgewood's Interurban Trail Phase III project, including the fundraiser campaign this past summer that raised nearly \$20,000 for the project. City Council authorized joining this organization last year as a jurisdiction member, with current membership effective though January 2, 2024. Attached is the membership renewal invoice for 2024. Staff recommends the Council consider renewing membership with this organization in our continued efforts to develop the Interurban Trail and other walkability improvements throughout the City.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Membership Renewal – ForeverGreen Trails

Fiscal Note/Consideration:

FGT provides assistance to member jurisdictions at half the rate of non-member jurisdictions.



ForeverGreen Trails

Connecting Pierce County Communities with Trails

INVOICE 2023-JM11

Date: October 30, 2023

To: City of Edgewood

Re: Jurisdiction Membership ForeverGreen Trails

Jurisdictions like yours are key partners in a collaborative effort to build out and maintain a system of trails that connect all communities in Pierce County. Your membership entails one vote at our Annual Meeting and the ability to have a representative serve on our Board of Directors if elected or appointed. We ask that you please inform us who will serve as a representative for your jurisdiction as well as an alternate in case of need. Your representative and alternate can be a staff member or elected official. We also welcome anyone from your jurisdiction to receive our communications and meeting agendas and attend our meetings, though only the representative or alternate can vote. Please contact us for more information at info@forevergreentrails.org or to request adding people to our communication list (traffic on the list is very light — usually 1 or 2 emails per month). You will be notified separately about other benefits of membership such as free admission to our annual Pierce County Trails Conference.

We welcome your jurisdiction's involvement, questions, and suggestions to help us better serve our members and through them, the public at large. Thank you for your support in improving the health, well-being, mobility, and enjoyment of the citizens and visitors of our service area of Pierce County.

ForeverGreen Trails Organizational Annual Membership

Jurisdictions between 10,000 & 24,999 population — Amount Due: \$1,200.00

Please remit payment to:

ForeverGreen Trails
243 S. 55th Street
Tacoma, WA 98408

Payment by check is preferred. If you need to pay this invoice via Electronic Funds Transfer, using a payment card online, or if you need us to submit an invoice through your jurisdiction's online billing system, please contact us at: info@forevergreentrails.org or 360-357-3871. Thank you.

Larry Leveen

Larry Leveen
Executive Director



City Of Edgewood Council Agenda Summary Sheet

Subject: Code Enforcement – Amending Section 1.05.040 of EMC	Agenda Item #: 2.E
	For Agenda of: 12/5/2023
	Prepared by: Lauren Balisky
Attachments (list): 1. 2023-11-20 ORDINANCE 23.06XX Ch 1.05 - FINAL DRAFT 2. 2023-11-20 ORDINANCE 23.06XX Ch 1.05 - Exhibit A - FINAL DRAFT	
Approval of Materials: Lauren Balisky Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 12/05/2023 SS

Summary Statement:

This is a proposed amendment to clarify the definitions in Chapter 1.05, Definitions, for "Council", "Person", "Shall" and "May" as used throughout the Edgewood Municipal Code (EMC).

Item History:

N/A

Recommended Action:

Review the draft ordinance and provide feedback to staff, if any. A public hearing is scheduled for December 12, 2023.

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 23-06XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING SECTION 1.05.040 OF THE EDGEWOOD MUNICIPAL CODE (EMC), DEFINITIONS, FOR CLARITY AND CONSISTENCY OF USE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, EMC 1.05.040 defines general terms that are used throughout the EMC;
and

WHEREAS, certain terms in the EMC are defined inconsistently; and

WHEREAS, the City has determined that amending the definitions in EMC 1.05.040 to make them consistent will improve the clarity of the EMC, thereby benefitting City staff and the public; and

WHEREAS, the City's SEPA Official issued a determination that this Ordinance was categorically exempt under WAC 197-11-800(19)(a); and

WHEREAS, the City Council considered a draft of this Ordinance during its study session on December 5, 2023; and

WHEREAS, the City Council considered this Ordinance during a regular meeting on December 12, 2023;

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

Section 1. EMC 1.05.040, amended. EMC 1.05.040, Definitions, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 12TH DAY OF DECEMBER, 2023.

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication: December 15, 2023
Effective Date: December 20, 2023

Exhibit A

Title 1 General Provisions

Chapter 1.05 Code Adoption

1.05.040 Definitions.

The following words and phrases whenever used in this code shall be construed as defined in this section unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

- A. “City” means the city of Edgewood, Washington, or the area within the territorial city limits of the city of Edgewood, Washington, and such territory outside of the city over which the city has jurisdiction or control by virtue of any constitutional provision, or any law;
- B. “City council” or “Council” means the city council of the city of Edgewood;
- C. “County” means the county of Pierce;
- D. “Mayor” means the mayor of the city of Edgewood;
- E. “Oath” includes affirmation;
- F. Office. The use of the title of any officer, employee, or any office, or ordinance means such officer, employee, office, or ordinance of the city, unless otherwise specifically designated;
- G. “Person” means any natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, organization, or public or private entity, or the manager, lessee, agent, servant, officer or employee of any of them;
- H. “State” means the state of Washington;
- I. “Shall” and or “Must” means . Each is mandatory and imposes a requirement;
- J. “May” means optional and is permissive, and does not impose a requirement;
- K. “Written” includes printed, typewritten, mimeographed or multigraphed. (Ord. 99-134 § 4).



City Of Edgewood Council Agenda Summary Sheet

Subject: Code Enforcement – Amending Chapter 2.40 of EMC	Agenda Item #: 2.F
	For Agenda of: 12/5/2023
	Prepared by: Lauren Balisky
Attachments (list): 1. 2023-11-20 ORDINANCE 23.06XX Ch 2.40 - FINAL DRAFT 2. 2023-11-20 ORDINANCE 23.06XX Ch 2.40 - Exhibit A - FINAL DRAFT	
Approval of Materials: Lauren Balisky Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 12/05/2023 SS

Summary Statement:

This is a proposed set of amendments to the Edgewood Municipal Code (EMC) to clarify roles and procedures for hearing examiner actions, and to allow the Mayor to enter into a contract with one or more individuals or firms to ensure the city has a Hearing Examiner pro team (backup Hearing Examiner) available.

Item History:

N/A

Recommended Action:

Review the draft ordinance and provide feedback to staff, if any. A public hearing is scheduled for December 12, 2023.

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 23-06XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 2.40 OF THE EDGEWOOD MUNICIPAL CODE (EMC), HEARING EXAMINER, TO CLARIFY AND STREAMLINE THE HEARING EXAMINER PROCESS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City created a hearing examiner system for certain license, land use, and administrative decisions and appeals, codified in Chapter 2.40 EMC; and

WHEREAS, City staff has determined amendments to Chapter 2.40 EMC are necessary to clarify the hearing examiner's duties and to incorporate changes necessitated by Senate Bill 5290, which was adopted by the Washington State Legislature during the most recent legislative session; and

WHEREAS, the City desires to streamline the hearing examiner process to the benefit of City staff and the public; and

WHEREAS, the City's SEPA Official issued a determination that this Ordinance was categorically exempt under WAC 197-11-800(19)(a); and

WHEREAS, the City Council considered a draft of this Ordinance during its study session on December 5, 2023; and

WHEREAS, the City Council considered this Ordinance during a regular meeting on December 12;

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

Section 1. EMC 2.40.010, Amended. EMC 2.40.010, Purpose, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC 2.40.030, Amended. EMC 2.40.030, Definitions, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. EMC 2.40.060, Amended. EMC 2.40.060, Selection of Examiner, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC 2.40.080, Amended. EMC 2.40.080, Examiner – Powers and Duties, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. EMC 2.40.090, Amended. EMC 2.40.090, Appeals of Administrative Decisions to the Examiner, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 6. EMC 2.40.100, Amended. EMC 2.40.100, Staff report to the examiner, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 7. EMC 2.40.110, Amended. EMC 2.40.110, Examiner's decision, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 8. EMC 2.40.120, Amended. EMC 2.40.120, Reconsideration, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 9. EMC 2.40.130, Amended. EMC 2.40.130, Appeal of examiner's decision, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 10. EMC 2.40.150, Repealed. EMC 2.40.150, Severability, is hereby repealed in its entirety as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 11. EMC 2.40.160, Repealed. EMC 2.40.160, Effective Date and Publication, is hereby repealed in its entirety as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 12. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 13. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 12TH DAY OF DECEMBER, 2023.

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication: December 13, 2023
Effective Date: December 18, 2023

DRAFT

Exhibit A

Title 2 Administration and Personnel

Chapter 2.40 Hearing Examiner

2.40.010 Purpose.

The council recognizes the need to provide efficient and effective hearing procedures ~~which integrate land use and non-land use matters~~ for matters authorized to be heard by the hearing examiner. The purpose of this chapter is:

- A. To provide orderly procedures for those matters considered within the city of Edgewood hearing examiner system; and
- B. To create a single appeal system for license, land use, and administrative appeals. (Ord. 03-209 § 1).

...

2.40.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

- ~~A. "Administrative official" means mayor or his/her designee.~~
- ~~B. "Aggrieved" means adversely affected by proceedings before or decisions of the examiner, council, or any city of Edgewood department.~~

"Closed record appeal" means an administrative appeal on the record to a local government body or officer, including the legislative body, following an open record hearing on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed.

- ~~C. "Council" means the city of Edgewood city council.~~

- ~~D. "City" means city of Edgewood, together with any of its subdivisions, departments, or agencies.~~

"City clerk" means the office of the city of Edgewood city clerk or deputy city clerk and any person serving in the capacity as city clerk for the city~~E.~~

“Examiner” means the office of the city of Edgewood hearing examiner or deputy examiner and any person serving in the capacity as a hearing examiner for the city.

“Environmental matters” includes decisions and actions subject to Title 20 EMC.

~~F. “Land use matters” includes the items enumerated in EMC 2.40.080(B)(1).~~

~~G. “May” means optional and permissive, and does not impose a requirement.~~

~~H.~~

“New evidence” means any and all evidence that is submitted or received after the date the examiner closes the official record. The official record is closed at the end of the public hearing, unless the examiner specifically allows the official record to remain open for a time certain.

~~I. “Newspaper of general circulation” means a newspaper which is regularly distributed in:~~

- ~~1. One of the four geographic areas identified by the community development department; and~~
- ~~2. The area where the subject of the application has been proposed.~~

~~J. “Non-land-use matters” includes those items enumerated in EMC 2.40.080(B)(2).~~

~~K. “Official record” means the written and oral information, exhibits, reports, testimony and other evidence submitted in a timely manner and accepted by the examiner.~~

"Open record hearing" means a hearing, conducted by a single hearing body or officer authorized by the local government to conduct such hearings, that creates the local government's record through testimony and submission of evidence and information, under procedures prescribed by the local government by ordinance or resolution. An open record hearing may be held prior to a local government's decision on a project permit to be known as an "open record predecision hearing." An open record hearing may be held on an appeal, to be known as an "open record appeal hearing," if no open record predecision hearing has been held on the project permit.

~~L. “Parties of record” means those persons or entities who:~~

- ~~1. Testified before the examiner; or~~
 - ~~2. Listed their names on a sign-up sheet, which shall be available during the examiner’s hearings;~~
- ~~or~~
- ~~3. Specifically advised the community development department or examiner by individual written letter of their desire to become a party of record; or~~
 - ~~4. The applicant or appellant and any of the applicant’s or appellant’s agents.~~

~~M. “Person” means any individual, partnership, corporation, association, city of Edgewood department, or public or private organization.~~

N. “Community development department” means the city of Edgewood community development department, the director thereof, or his or her designee.

O. ~~“Shall” means mandatory and imposes a requirement.~~ (Ord. 15-447 § 1 (Exh. A); Ord. 03-209 § 1).

...

2.40.060 Selection of examiner.

The mayor is hereby authorized to select and contract with one of more individuals or firms for hearing examiner services. (Ord. 15-447 § 1 (Exh. A); Ord. 03-209 § 1).

...

2.40.080 Examiner – Powers and duties.

... B. The examiner shall receive and examine available relevant information, including environmental documents, conduct public hearings, cause preparation of the official record thereof, prepare and enter findings of fact and conclusions of law, and issue final decisions for:

1. Land Use Matters.

- a. Appeals of decisions or orders of an administrative official under the site development regulations.
- b. Applications for preliminary and final plats.
- c. Appeals from any code enforcement ~~board decision~~ notice of civil code violation or notice of assessment, final administrative order or decision of the community development department in administration, interpretation or enforcement of the city of Edgewood Municipal Code.
- d. Appeals contesting the approval or denial of short plats.
- e. Applications for, and major amendments to, variances, conditional use permits, public facility permits, permits for the alteration, or expansion or replacement of a nonconforming use.
- f. Amendments to plats.
- g. Appeals from the following environmental determinations:
 - i. Final threshold determinations, including revised threshold determinations;
 - ii. Determinations of adequacy of final environmental impact statements and supplemental environmental impact statements;
 - iii. The exercise of SEPA substantive authority to condition or deny actions.

h. Petitions for plat vacations, alterations, time extensions, revocations, modifications, reclassifications.

i. Appeals of ~~cease and desist~~ stop work, cease activity, or emergency orders.

j. Wetland variances and appeals of any order or decision of the community development department under the city of Edgewood critical areas regulations.

k. Reasonable use exceptions and any order or decision of the community development department under the critical areas and natural resource lands regulations.

l. Any other land use matters assigned ~~by the mayor~~ to the examiner by this code or other city ordinance.

2. Non-Land-Use Matters.

a. Appeals of issuance, denials, revocations, or suspensions of business licenses.

~~b. Appeals of potentially dangerous dog declarations.~~

~~c.~~ Appeals of denials of solid waste handling facility designations.

~~d.~~ Referrals regarding complaints alleging violations of fair housing regulations.

~~e.~~ Appeals from decisions of the city in the administration or enforcement of the road and storm drainage design and construction standards.

~~f.~~ Appeals from decisions of the public works director regarding underground utility installations.

~~g.~~ Sewer assessment protests.

~~h.~~ Appeals from administrative decisions or orders of the public works director, building official or fire marshal regarding the building construction codes in Chapter 15.05 EMC.

~~i.~~ Appeals from decisions of the building and fire codes regarding water mains, fire hydrants, and fire flow standards.

~~j.~~ Appeals from any non-land use code enforcement ~~board~~ notice of civil violation or notice of assessment ~~decision~~, final administrative order or decision of the community development department in administration, interpretation or enforcement of the city of Edgewood Municipal Code.

~~k.~~ Reimbursement agreement appeals.

~~l.~~ Any other non-land-use matter assigned ~~by the council~~ to the examiner by this code or other city ordinance.

C. Decision of Hearing Examiner. When acting upon any of the above specific applications or appeals, the examiner shall have the power to attach any reasonable conditions found necessary to make the project compatible with its environment and to carry out the goals and policies of the comprehensive plan or other relevant plan, regulations, federal or state law.

D. Examiner Rules. The examiner shall prescribe rules and regulations for the conduct of public hearings before the examiner and shall distribute them to the city. The examiner's rules may also include, but are not limited to, provisions for the issuance of preliminary decisions in complex cases; authorization for parties to propose draft findings of fact; criteria for determining "expert witnesses"; and establishment of prehearing conference procedures and mediation sessions. (Ord. 20-572 § 1 (Exh. A); Ord. 15-447 § 1 (Exh. A); Ord. 03-209 § 1).

2.40.090 Appeals of administrative decisions to the examiner.

A. Right to Appeal. Any person aggrieved, ~~or any officer, department, board, agency, district or bureau of the city, county or state affected~~ by any decision of an administrative official, as set forth in EMC 2.40.080(B), may file a notice of appeal.

B. Time Limits. Refer to the applicable code for the appeal period. Unless otherwise stated, appeals must be received by the City Clerk by mail, email, or personal delivery no later than 4:00 p.m. on the last business day of the appeal period with the required appeal fee.

~~1. Land Use Matters. Refer to EMC Title 18.~~

~~2. Non Land Use Matters. Refer to the applicable code.~~

C. Content of Notice of Appeal. Refer to applicable code.

D. Consolidation.

1. If more than one person files an appeal of an administrative decision on a proposal, the examiner shall consolidate such appeals for review at one public hearing. However, the appeal of a determination of significance, as set forth in EMC Title 20, SEPA, may occur separately and prior to the public hearing on the underlying permit as determined by the hearing examiner.

2. Appeals of the adequacy of an FEIS or SEIS or threshold determination of a DS/DNS/MDNS, as set forth in EMC Title 20, SEPA, shall be consolidated with the public hearing on the merits of the proposal. If no public hearing process exists for a proposal, review of the FEIS, SEIS, DS, DNS or MDNS shall be heard as determined by the hearing examiner.

E. Notice Provisions. Notice of an appeal of an administrative decision to be reviewed at a public hearing shall be in conformance with the applicable code.

F. ~~Review~~ Appeal Procedure.

1. The hearing examiner shall conduct a ~~public~~ hearing to review appeals including:
 - a. The administrative official's findings, conclusions, and determination;
 - b. All evidence admitted into the record; and
 - c. By taking sworn testimony.
2. The hearing examiner may render a decision on an appeal, in writing, without holding a ~~public~~ hearing when the parties agree that no issues of fact are to be decided. When issues of law are to be determined and opposing parties agree, they may request the hearing examiner to render a decision based upon written briefs. The hearing examiner shall render a written decision within 10 working days of receipt of the briefs.

G. Burden of Proof. A decision of the administrative official shall be entitled to substantial weight. Parties appealing a decision of the administrative official shall have the burden of presenting the evidence necessary to prove to the hearing examiner that the administrative official's decision was clearly erroneous.

H. Scope of Authority. The examiner may reverse or affirm, wholly or in part, or may modify the administrative official's order, requirement, decision or determination. If the hearing examiner reverses the administrative official's decision, the entire action shall be remanded to the administrative official for an action consistent with the hearing examiner's decision.

I. Dismissal of Appeal.

~~a~~1. Failure to strictly comply with appeal filing and content requirements is grounds for dismissal of the appeal.

~~b~~2. The hearing examiner has the authority to summarily dismiss an appeal of an administrative official's decision without hearing when such appeal is determined by the examiner to be without merit on its face, frivolous, or brought merely to secure a delay. (Ord. 03-209 § 1).

2.40.100 Staff report to the examiner.

~~A. Land Use Matters. When a land use matter has been set for public hearing, the community development department shall coordinate and assemble the comments and recommendations of~~

~~other city departments and governmental agencies having an interest in the subject application and shall prepare a report to include a summary of the facts involved and the community development department's findings and recommendations. The community development department shall also make a specific recommendation to approve, deny, modify, or conditionally approve the subject application based upon the contents of the application, the community development department's findings, the comprehensive plan, and all other applicable plans or regulations adopted by the city, county, state or federal government.~~

~~B. Non Land Use Matters. When a non land use matter has been set for public hearing, the applicable department shall coordinate and assemble the comments and recommendations of other city departments and governmental agencies having an interest in the subject application and shall prepare a report to include a summary of the facts involved and the department's findings and recommendations. The department shall also make a specific recommendation to approve, deny, modify, or conditionally approve the subject application based upon the contents of the application, the department's findings and all other application plans or regulations adopted by the council.~~

~~C. Staff reports shall be filed with the examiner, mailed to the applicant and appellant, and made available to the public at least five ~~working~~ business days prior to the scheduled hearing. Copies shall be provided to the public upon request at the cost of reproduction.~~

~~D. If any person demonstrates to the examiner that the staff report was not made available or mailed in a timely manner pursuant to subsection (C) of this section, and requests a continuance, the hearing examiner may continue the hearing or leave the official record open to a date certain. If no request is made, the right to raise the issue of untimeliness shall be waived. (Ord. 03-209 § 1).~~

2.40.110 Examiner's decision.

A. When the examiner renders a decision he or she shall make and enter findings of fact from the record and conclusions of law thereof which support such decision. The findings of fact shall be supported by substantial evidence in the record and the conclusions of law shall be based upon the policies of the comprehensive plan, subdivision regulations, environmental regulations; the standards set forth in the various land use regulatory codes of the city, county or any other

relevant plan, regulation, federal or state law, case law, case specific Growth Management Hearing Board decisions, or any other applicable law.

B. All decisions of the examiner shall be rendered within 10 ~~working~~business days following the conclusion of all testimony and hearings and closing of the record, unless a longer period is mutually agreed to by the applicant or appellant and the examiner. Upon issuance of the examiner's decision, the examiner shall transmit a copy of the decision by certified mail to the applicant or appellant and by regular mail to other parties of record. (Ord. 03-209 § 1).

2.40.120 Reconsideration.

Any aggrieved party or person affected by the decision of the examiner may, within seven working days of the date of the examiner's written decision, file with the ~~community-development department~~city clerk, a written request for reconsideration based on any one of the following grounds materially affecting the substantial rights of said party or person:

A. Errors of procedure or misinterpretation of fact, material to the party seeking the request for reconsideration.

B. Irregularity in the proceedings before the examiner by which such party was prevented from having a fair hearing.

C. Clerical mistakes in the official file or record transmitted to the examiner, including errors arising from inadvertence, oversight, or omission, which may have materially affected the examiner's decision on the matter.

Upon receipt of a request for reconsideration, the examiner shall review said request in light of the record and take such further action as is deemed proper; including, but not limited to, denying the request, granting the request, with or without oral argument, and may render a revised decision. The decision of the examiner shall be subject to reconsideration only one time, even if the examiner reverses or modifies the original decision. (Ord. 03-209 § 1).

2.40.130 Appeal of examiner's decision.

The examiner's decision on all matters is final and conclusive unless appealed.

A. Environmental. The decision of the examiner on matters under ~~EMC~~ Title 20 EMC, ~~SEPA~~, and ~~EMC 2.40.080(B)(1)(g)~~ shall be appealable only to a court of competent jurisdiction.

B. Land Use. All land use decisions of the examiner issued pursuant to EMC 2.40.080(B)(1), except rezones, shall constitute the final decision of the city and shall be appealable to a court of competent jurisdiction.

C. Non-Land-Use. All non-land-use decisions of the examiner issued pursuant to EMC 2.40.080(B)(2) shall constitute the final decision of the city and shall be appealable to a court of competent jurisdiction. This subsection shall supersede any and all provisions of the city of Edgewood code that contain appeal provisions for non-land-use decisions of the examiner. (Ord. 03-209 § 1).

...

~~2.40.150 Severability.~~

~~Should any section, paragraph, sentence, clause or phrase of this chapter, or its application to any person or circumstance be declared unconstitutional or otherwise invalid for any reason, or should any portion of this chapter be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this chapter or its application to other persons or circumstances. (Ord. 03-209 § 1).~~

~~2.40.160 Effective date and publication.~~

~~A summary of the ordinance codified in this chapter consisting of its title shall be published in the official newspaper of the city. The ordinance codified in this chapter shall take effect and be in full force five days after the date of publication or the date of incorporation as the law may require. (Ord. 03-209 § 1).~~



City Of Edgewood Council Agenda Summary Sheet

Subject: Code Enforcement – Repealing and Replacing Title 7 of EMC	Agenda Item #: 2.G
	For Agenda of: 12/5/2023
	Prepared by: Lauren Balisky
Attachments (list): 1. 2023-11-28 ORDINANCE 23.06XX Code Enforcement Process - FINAL DRAFT 2. 2023-11-30 ORDINANCE 23.06XX Code Enforcement Process - Exhibit A - FINAL DRAFT	
Approval of Materials: Lauren Balisky Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidingen	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 12/05/2023 SS

Summary Statement: This is a proposed set of amendments to the Edgewood Municipal Code (EMC) to clarify and streamline the code enforcement process and to update penalties to be consistent with state law.

Summary of Updates

- Chapter 1.10 General Penalty
 - Clarified the categories of penalty, including misdemeanor, gross misdemeanor, civil infraction, and civil code violation.
 - Matched the maximums to what is available under state law.
 - Consolidated the civil infraction provisions from Title 7 into a single location.
- Chapter 2.33 Code Enforcement Board
 - Repealed; removing an extra step in the process and allowing an appeal to proceed directly to the Hearing Examiner.
- Chapter 5.50 General Business License Code
 - Minor clarifications to the enforcement process.
 - Allow for collections of any fees or penalties due associated with violations.
- Title 7 Code Enforcement, Repeal and Replace
 - Ordered chapters to be in order of escalating severity of enforcement.
 - Chapter 7.10 General Provisions
 - Purpose and intent substantially the same, converted to list format.
 - Added goal of code enforcement to emphasize the desire for voluntary compliance.
 - Updated and expanded definitions, ensured consistency throughout title.
 - Codified guidelines/standards for current practices for, prioritizing complaints, initial investigations, notification and warning letters (if used), and enforcement deadlines.
 - Expanded and clarified right of entry.
 - Clarified that removal of any enforcement letter, notice, or order is a misdemeanor.

- Added procedure for recording certificates of non-compliance.
 - Relocated the code enforcement abatement fund from a standalone chapter.
- Chapter 7.20 Voluntary Correction
 - Clarified the purpose of a voluntary correction agreement and when it can be used.
 - Clarified the minimum components of a voluntary correction agreement, the compliance inspection process, and what happens if the terms of the agreement are not met.
- Chapter 7.30 Code Violations
 - Clarified the purpose of a notice of code violation and when it can be used.
 - Clarified the minimum components of a notice of code violation, the minimum requirements to serve such notice, the compliance inspection process, and the appeals process.
 - Added process for extending or modifying a notice of code violation.
- 7.40 Stop Work, Cease Activity, and Emergency Orders
 - Clarified the purpose of each type of order and their use for emergent situations.
 - Clarified the minimum components of an order, the minimum requirements to serve the order, the immediate effect and penalties for violating the order, the compliance inspection process, and the appeals process.
 - Added a process for extending or modifying an order.
- Chapter 7.50 Unfit Dwellings, Buildings and Structures
 - Updated for consistency with Chapter 35.80 RCW, Unfit Dwellings, Buildings and Structures.
 - Clarified roles of director, code official, and administrator at various stages in the process.
 - Removed adoption by reference of the 1997 Uniform Code for Abatement of Dangerous Buildings and incorporated the necessary definitions in Chapter 7.10.
 - Clarified the minimum components of a preliminary order, the minimum requirements to serve the order, the compliance inspection process, and the appeals process.
 - Expanded on the hearing process.
- 7.60 Abatement by City
 - Clarified when it may be appropriate for the city to take abatement action.
 - Clarified ability to take emergency action.
 - Clarified process to recover costs.
 - Updated the lien provision for consistency with state law.
- Chapter 7.70 Civil Monetary Penalties
 - Clarified when civil monetary penalties apply and when they start to accrue.
 - Updated the repeat violation provisions.
 - Clarified procedure for assessing and collecting monetary penalties.
 - Added a process for reduction of the penalty or correction of the penalty in the event of an error.
- Chapter 7.80 Appeals
 - Clarified appeal process for notice of code violation, stop work, cease activity, and/or emergency orders, and notice of assessment for civil monetary penalties.
 - Clarified appeal hearing and decision process.
 - Clarified what happens to monetary penalties during appeal.
- Chapter 8.05 Health and Welfare
 - Updated hearing body from city council to the hearing examiner.
- Chapter 8.08 Junk Vehicles

- Updated the hearing body from the code enforcement board to the community & economic development director.
- Chapter 13.05 Stormwater Manual - Site Development Regulations, and Chapter 13.25 Illicit Stormwater Discharges
 - Updated references to the correct sections of the new Title 7.
- Chapter 15.05 Building Code
 - Updated various sections to clarify that violation of a stop work order is a misdemeanor and to reference the correct sections of the new Title 7.
 - Corrected the reference for the definition of a junk vehicle.

Item History:

N/A

Recommended Action:

Review the draft ordinance and provide feedback to staff, if any. A public hearing is scheduled for December 12, 2023.

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 23-06XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, REPEALING AND REPLACING TITLE 7 OF THE EDGEWOOD MUNICIPAL CODE (EMC), CODE ENFORCEMENT, IN ITS ENTIRETY; REPEALING CHAPTER 2.33 EMC, CODE ENFORCEMENT BOARD; AMENDING CHAPTER 1.10 EMC, GENERAL PENALTY; CHAPTER 5.05 EMC, GENERAL BUSINESS LICENSE CODE; CHAPTER 8.05, HEALTH AND WELFARE; CHAPTER 8.08 EMC, JUNK VEHICLES; CHAPTER 13.05, STORMWATER MANUAL – SITE DEVELOPMENT REGULATIONS; CHAPTER 13.25, ILLICIT STORMWATER DISCHARGES; AND CHAPTER 15.05, BUILDING CONSTRUCTION CODES, TO CLARIFY AND STREAMLINE THE CODE ENFORCEMENT PROCESS AND UPDATE PENALTIES FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City created a code enforcement system for the benefit of the health, safety, and welfare of the general public, codified in Title 7 EMC, Code Enforcement; and

WHEREAS, the City desires to streamline the code enforcement process to the benefit of City staff and the general public by eliminating the code enforcement board and instead having appeal hearings before the City's Hearing Examiner; and

WHEREAS, City staff have identified language in Title 7 EMC, Code Enforcement, that should be amended to eliminate internal conflicts in the EMC and streamline the code enforcement process; and

WHEREAS, penalty provisions in state law have changed, and several sections of the EMC must be amended for consistency and to provide for a penalties appeal process; and

WHEREAS, the City's SEPA Official issued a determination that this Ordinance was categorically exempt under WAC 197-11-800(19)(a); and

WHEREAS, the City Council considered a draft of this Ordinance during its study session on December 5, 2023; and

WHEREAS, the City Council considered this Ordinance during a regular meeting on December 12, 2023;

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

Section 1. Chapter 1.10 EMC, Amended. Chapter 1.10 of the Edgewood Municipal Code, General penalty, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Chapter 2.33 EMC, Repealed. Chapter 2.33 EMC, Code enforcement board, is hereby repealed in its entirety.

Section 3. EMC 5.05.160(D)(1), Amended. Subsection (D)(1) of EMC 5.05.160, Hearing to deny or revoke business license, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC 5.05.190(C), Amended. Subsection (C) of EMC 5.05.190, Violations and enforcement – Penalties, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. Title 7 EMC, Repealed and Reenacted. Title 7 EMC, Code Enforcement, is hereby repealed in its entirety and reenacted as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 6. EMC 8.05.040, Amended. EMC 8.05.040, Reference to hearing bodies, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 7. EMC 8.08.080, Amended. EMC 8.08.080, Hearing, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 8. EMC 13.05.100(D), Amended. Subsection (D) of EMC 13.05.100, Penalties and enforcement, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 9. EMC 13.25.080(A), Amended. Subsection (A) of EMC 13.25.080, Penalties, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 10. EMC 15.05.050(U), Amended. Subsection (U) of EMC 15.05.050, Building code, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 11. EMC 15.05.060(M), Amended. Subsection (M) of EMC 15.05.060, Residential building code – Adopted – Amendments, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 12. EMC 15.05.080(C), Amended. Subsection (C) of EMC 15.05.080, Plumbing code, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 13. EMC 15.05.090(F), Amended. Subsection (F) of EMC 15.05.090, Mechanical code, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 14. EMC 15.05.100(P), Amended. Subsection (P) of EMC 15.05.100, International Property Maintenance Code, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 15. EMC 15.05.100(V), Amended. Subsection (V) of EMC 15.05.100, International Property Maintenance Code, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 16. EMC 15.05.110(C), Amended. Subsection (C) of EMC 15.05.110, International Fire Code, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 17. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 18. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 12TH DAY OF DECEMBER, 2023.

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication: December 13, 2023

Effective Date: December 18, 2023

Exhibit A

Title 1 General Provisions

Chapter 1.10 General Penalty

1.10.010 General penalties.

Unless otherwise specified by the Edgewood Municipal Code (EMC), anyone who violates the provisions of any ordinance or the Edgewood Municipal Code EMC shall be punished pursuant to the general penalty provision set forth below:

A. ~~Criminal~~ Misdemeanor Penalty. Unless otherwise provided, any person found guilty of violating any of the provisions of the Edgewood Municipal Code EMC or failing to comply with any of the mandatory requirements of this code which is designated ~~any ordinance of the city is~~ ~~guilty of a misdemeanor. Any person convicted of a misdemeanor under this code~~ shall be punished by a fine not to exceed \$15,000 or by imprisonment not to exceed ~~one year~~ 90 days, or by both such fine and imprisonment.

B. Gross Misdemeanor Penalty. Unless otherwise provided, any person found guilty of violating any provision of the Edgewood Municipal Code EMC or failing to comply with any of the mandatory requirements of this code which is designated a gross misdemeanor shall be punished by a fine not to exceed \$5,000 or by imprisonment not to exceed 364 days, or by both such fine and imprisonment.

~~B~~C. ~~Civil Penalty~~ Infraction. Unless otherwise provided ~~A~~any person violating any of the provisions of any ordinance or the EMC ~~any ordinance of the city or this code~~ which is designated a ~~civil offense shall have committed a~~ class 1 civil infraction. ~~Unless otherwise provided, any such person shall be assessed a monetary penalty not to exceed \$250.00, not including all billable costs and mandatory statutory assessments,~~ for each day that the violation occurs.

D. Civil Code Violation. Unless otherwise provided, all other civil violations any of the provisions of any ordinance or the EMC of this code not otherwise deemed a misdemeanor, gross misdemeanor, or civil infraction shall be subject to enforcement and penalties pursuant to Title 7

EMC and shall carry with it a cumulative monetary penalty of \$250.00 for each day that the violation has occurred or is occurring. (Ord. 02-182 § 1).

1.10.020 Authority to issue civil infraction.

The administrator shall hereby have the authority to issue a civil infraction on behalf of the city for code violations designated as infractions in the Edgewood Municipal Code.

1.10.030 Chapter 7.80 RCW sections adopted by reference.

A. The following sections of the Revised Code of Washington (“RCW”) Chapter 7.80, as now or hereafter amended, are hereby adopted by reference as part of this title in all respects as though such sections were set forth herein in full: RCW 7.80.005, 7.80.010, 7.80.020, 7.80.030, 7.80.040, 7.80.050, 7.80.060, 7.80.080, 7.80.090, 7.80.100, 7.80.110, 7.80.120, 7.80.130, and 7.80.160.

B. The following sections of Chapter 7.80 RCW are excluded from the scope of subsection (A) of this section and are expressly not adopted by reference under this section: RCW 7.80.040, 7.80.140, 7.80.900, and 7.80.901.

1.10.040 Enforcement officer defined.

For purposes of this title and RCW 7.80.040, as now or hereafter amended, “enforcement officer” shall include the administrator, and his or her designee, as defined in Title 7 EMC.

1.10.020050 Separate offense.

~~Every person violating any of the provisions of the EMC is guilty of a separate offense for e~~Each
~~and every day during any portion of which the a violation is committed, continued or permitted~~
~~by any such person~~is deemed a separate offense or violation. (Ord. 02-182 § 2).

1.10.030060 Nuisance.

In addition to the penalties set forth above, any condition maintained, caused, or permitted to exist in violation of any of the provisions of this code is a public nuisance, and all remedies given by law for the prevention and abatement of nuisances shall apply regardless of any other remedy. (Ord. 02-182 § 3).-

Chapter 2.33 CODE ENFORCEMENT BOARD

2.33.010 — ~~Creation of Edgewood code enforcement board.~~

~~There is hereby created a code enforcement board (CEB) for the city of Edgewood, Pierce County, Washington. The CEB shall hear cases and appeals, and render decisions regarding civil violations of the Edgewood Municipal Code (EMC) or specified city ordinances.~~

~~The express mission and purpose of the CEB shall be as follows:~~

- ~~A. Conduct hearings on civil violations of the EMC or specified Edgewood ordinances;~~
- ~~B. Determine whether the city has established, by a preponderance of the evidence, that a civil violation of the EMC or specified Edgewood ordinance has occurred;~~
- ~~C. Assess monetary penalties when appropriate;~~
- ~~D. Adopt rules of procedure for the conduct of hearings;~~
- ~~E. Act in an advisory capacity to the city council, mayor, and staff relating to code enforcement and civil violations, when requested. (Ord. 20 568 § 1 (Exh. A)).~~

2.33.020 — ~~Membership and operations.~~

~~Membership shall be as follows:~~

~~A. The board shall consist of three voting members (Positions 1, 2, and 3) and two alternate members (Positions 4 and 5), the majority of which shall be residents of Edgewood and, because of the nature of code enforcement, up to two members may be nonresidents who work in Edgewood.~~

- ~~1. All members shall meet the residency or employment criteria both at the time of their appointment and for the full term of their appointment;~~
- ~~2. All members are expected to attend all regularly scheduled meetings of the CEB. In the event of an absence, an alternate member can be a voting member for that meeting. In the event of two absences, both alternate members can be voting members for that meeting. A total of two members is required for a quorum.~~

~~B. The initial members shall be appointed by the mayor and confirmed by the city council, in accordance with the process set forth in the council rules of procedure. The city council shall also fill vacancies as stated in the council rules of procedure: the newly appointed board member(s) will serve the remainder of the vacant term(s).~~

~~C. Members shall serve terms as designated in subsection (C)(1) of this section.~~

~~1. The terms for each position shall run as follows:~~

~~a. Positions 1, 3, and 5 (alternate): initial appointment date until December 31, 2022, with a two-year term starting on January 1, 2023, and two-year terms being assigned thereafter;~~

~~b. Positions 2 and 4 (alternate): initial appointment date until December 31, 2021, with a two-year term starting on January 1, 2022, and two-year terms being assigned thereafter.~~

~~D. Any member may be removed by a majority vote of the city council. The decision of the city council regarding membership shall be final and there shall be no appeal therefrom. (Ord. 20-568 § 1 (Exh. A)).~~ _____

Title 5 Business Licenses and Regulations

Chapter 5.05 General Business License Code

5.05.160 Hearing to deny or revoke business license.

... D. Hearing Process. ...

1. The city shall have the burden of proving, by a preponderance of the evidence, that there are sufficient grounds for the denial or revocation of the license pursuant to EMC 5.05.130.

Violations subject to civil infraction or criminal penalties shall be enforced in Pierce County ~~municipal~~ District court Court (PCDC). (See EMC 5.05.190.)

5.05.190 Violations and enforcement – Penalties.

A. Any violation of any provision of this chapter may be enforced as provided in this section.

B. Each separate date, or portion thereof, during which any violation occurs shall constitute a separate violation.

C. Enforcement.

1. Civil Infraction. ~~Any business, licensee or person who violates any provision of this chapter is subject to issuance of~~ commits a Class 1 civil infraction as set forth in RCW 7.80.120(1)(a). ~~An infraction issued pursuant to this section shall be issued by the mayor or their designee, filed in the Pierce County District Court (PCDC) and processed in the same manner as other infractions. If a business, licensee, or person cited for failure to obtain a business license appears before the PCDC and provides written evidence that he or she obtained a business license prior to adjudication of the infraction, the monetary penalty shall be reduced to \$100.00 and the court may assess court administrative costs of \$25.00. The court administrative costs shall be in lieu of the statutory assessments referenced in RCW 7.80.120.~~

2. Criminal Violation. A person who knowingly violates a provision of this chapter, or commits a repeat violation of this chapter, is guilty of a misdemeanor, punishable by up to the maximum penalty established in RCW 9A.20.021(3). For purposes of this section, “repeat violation” means either a prior committed finding by the PCDC of an infraction issued under this chapter, or a committed finding by the hearing examiner of a violation of this chapter by the same business, licensee or person within a five-year period.

3. Injunction. In addition to or as an alternative to any other enforcement or penalty provided for in this chapter, and because a violation constitutes an actual injury to the community, the city may seek injunctive relief or other equitable relief to prevent any activity in violation of this chapter.

4. Collections. Any license fees or penalties due and unpaid under this chapter, and all costs and expenses, constitute a debt to the city and may be collected by referral to a collection agency in accordance with Chapter 3.55 EMC and RCW 19.16.500 or court proceedings the same as any other debt in like amount which is in addition to all other existing remedies. In any such action, the prevailing party shall be entitled to recover its reasonably incurred costs, expenses, and fees, including attorneys' fees. ~~Any license fee or penalty due, unpaid and delinquent under this chapter shall constitute a debt to the city. The city may, pursuant to RCW 19.16.500, use a collection agency to collect unpaid license fees or penalties, or it may seek collection by court proceedings, which remedies shall be in addition to all other remedies.~~ (Ord. 18-530 § 2 (Att. A)).

Title 7 Code Enforcement

Chapter 7.10 General Provisions

7.10.010 Short title.

This title shall be cited as “code enforcement” or hereinafter referred to as “this title”.

7.10.020 Purpose and intent.

A. The Edgewood Municipal Code (EMC) is intended to support compelling governmental or public interests, including but not limited to commerce, transportation, public safety, housing, the environment, and the overall general health, safety, and welfare of the community. The city of Edgewood finds that:

1. Unlawful, unkempt, unsafe, unsanitary, and improperly maintained premises, properties, sidewalks, and easements within the city create potential habitability, health, safety, sanitation, and welfare concerns;
2. Code violations often impact the economic well-being of people and the value of the premises and adjoining or neighboring properties; and
3. Code violations and nuisances are a financial burden on city resources because of repeated calls for service, complaints or requests for investigations, inspections, interference with city operations, and demands upon public safety services.

B. The purpose of this title is to establish processes and methods to encourage and obtain compliance with laws and regulations the city of Edgewood has adopted pursuant to Article XI, Section 11 or the Washington State Constitution and other state laws to promote and protect the general public health, safety, welfare, and environment on behalf of the people who live in, work within, and visit the city.

C. The intent of the city is to:

1. Pursue code enforcement in order to protect the health, safety, and welfare of the general public in a manner consistent with fundamental constitutional principles; and
2. Provide effective and efficient code enforcement processes by striving to obtain voluntary compliance with the EMC, followed with strict enforcement when timely voluntary compliance efforts fail to be achieved.

3. It is the intent of this title to place the obligation for complying with its requirements upon the person responsible for the violation or condition of land and buildings situated within the city of Edgewood and within the scope of the EMC.

D. The EMC shall be enforced for the benefit of the health, safety, and welfare of the general public. This title shall not be construed as placing responsibility for code enforcement upon the city of Edgewood in any particular case, or as creating any duty on the part of the city of Edgewood to any particular person or class of persons. No provision or any term used in this title is intended to impose any duty upon the city or any of its officers or employees that would subject them to damages in a civil action.

7.10.030 Goal of code enforcement.

It is the goal of the city of Edgewood to enforce the EMC by using education and prevention as a first step when appropriate. This title is intended to support timely action that is uniform in its implementation. While warnings and voluntary compliance are a desirable first step, remedial actions, infractions, and penalties should be used as needed to assure compliance. Abatement or remediation should be pursued when appropriate and feasible.

7.10.040 Applicability of title.

Unless otherwise specified, the provisions of this title shall apply to enforcement of any civil provisions of the EMC. In the event of a conflict between this title and any other provisions of the EMC, the more specific provision shall apply.

7.10.050 Definitions.

The following terms shall have the following meaning for purposes of this title:

“Abandoned” means any property, real or personal, which is unattended and either open or unsecured so that admittance may be gained without damaging any portion of the property, or evidence indicates that no person is presently in possession, e.g., disconnected utilities, accumulated debris, uncleanliness, disrepair and, in the case of movable personal property, location. Length of time or any particular state of mind of the owner or person entitled to possession is not conclusive in determining that property is abandoned.

“Abate” means to repair, replace, rehabilitate, remove, restore, destroy or otherwise remedy a condition which constitutes a violation of the EMC by such means, in such manner and to such an extent as deemed necessary by the administrator to return a property to the condition in which it existed before a code violation occurred or to assure the property complies with applicable code requirements.

“Administrator” means the director of the department of community and economic development, his or her duly authorized representative, and any designated alternate city agent or employee empowered by ordinance or by the mayor to enforce any city of Edgewood ordinance, code, or regulation.

“Boarded-up building” means any building the exterior openings of which are closed by extrinsic devices or some other manner designed or calculated to be permanent, giving to the building the appearance of non-occupancy or non-use for an indefinite period of time.

“Building” means any permanent or temporary structure having a roof supported by columns or walls used or intended to be used for the shelter or enclosure of persons, animals, or property of any kind.

“Code official” means the mayor, his or her duly authorized representative, and any designated alternate city agent or employee empowered by ordinance or by the mayor to enforce Title 15 EMC, Building Construction Codes.

“Code violation” or “violation” means one or more of the following:

1. Any act or omission contrary to any provision of the EMC, ordinance or regulation of the city that regulates or protects public health, the environment, or use and development of the land or water, whether or not the ordinance or regulation is codified;
2. Any act or omission contrary to any notice or order issued pursuant to any such ordinance or regulation;
3. Any act or omission contrary to the conditions of any permit, including but not limited to:
 - a. Failing to carry out or observe all conditions of any land use or permit approval, easements or use limitations, which are intended to serve or protect the general public and are applicable to all subsequent property owners and their tenants and agents as permit requirements enforceable under this title;
 - b. Failing to secure required land use or permit approval before establishing a permitted use; or

c. Failing to maintain frontage or site improvements, such as landscaping, parking, sidewalks, or stormwater facilities, as required by this code.

3. Any act or omission at the same or different location by the same person responsible, and including a condition resulting from such act or omission, and including civil violations as provided in the EMC.

“Condemn” means a determination by the code official that a building is unfit for occupancy.

“Construction codes” means the applicable construction codes adopted pursuant to Title 15 EMC.

“Dangerous dwelling, building, structure, or premises” means, for the purpose of this title, any dwelling, building, structure, premises, or portion thereof, that has any or all of the conditions or defects described below:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the applicable construction codes for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit, or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism, or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

4. Any portion of a dwelling, building, or structure, or any member, appurtenance, or ornamentation on the exterior thereof, that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place, so as to be capable of resisting natural or artificial loads of one and one-half times the original designed value.

5. The dwelling, building, or structure, or any portion thereof, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the dwelling, building, or structure is likely to fail or give way.

6. The dwelling, building, or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

7. The dwelling, building, or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or otherwise enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any dwelling, building, or structure that has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the construction codes, or of any law or ordinance to such an extent as to present either a substantial risk of fire or building collapse or any other threat to life and safety.

9. A dwelling, building, or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any dwelling, building, or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system, or other cause, is determined by the code official to be a threat to life or health.

11. Any dwelling, building, or structure that remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

12. Any dwelling, building, or structure, or portion thereof, which contains defective or hazardous electrical, fire, mechanical, or plumbing components or systems, including those which:

- a. Did not conform with the construction codes and/or law applicable at the time of installation; or
- b. Have not been maintained in good condition; or
- c. Are not being used in a safe manner.

“Day” means a calendar day, unless otherwise stated.

“Deterioration” means to weaken, disintegrate, corrode, rust or decay and lose effectiveness.

“Director” means, depending on the provision of the EMC violated, as evident by the context:

1. The director of the department of community and economic development; or
2. The director of the department of public works.

“Emergency” means any situation which the administrator or a law enforcement officer reasonably believes requires immediate action to prevent or eliminate an immediate threat to public health, safety, or welfare of persons or property in the city.

“Health officer” means the head of the Tacoma-Pierce County Health District, his or her authorized deputies or representatives.

“Imminent danger” means a condition which could cause serious or life-threatening injury or death at any time.

“Infestation” means the presence, within or contiguous to a structure or premises, of insects, rats, vermin, or other pests.

“Mitigate” means to take measures, subject to city approval, to minimize the harmful effects of the violation where remediation is either impossible or unreasonably burdensome.

“Nuisance” includes:

1. A nuisance defined by statute, code, or ordinance;
2. A nuisance at common law, either public or private; or
3. An attractive nuisance, whether in or on a building, a building premises or an unoccupied lot and whether realty, fixture or chattel, which might reasonably be expected to attract children of tender years and constitute a danger to them, including, but not limited to, abandoned wells, ice boxes or refrigerators with doors and latches, shafts, basements or other excavations, abandoned or inoperative vehicles or other equipment, structurally unsound fences or other fixtures, lumber, fencing, vegetation or other debris.

“Occupancy” means the purpose for which a building or portion thereof is utilized or occupied.

“Occupant” means any individual living or sleeping in a building, or having possession of a space within a building.

“Owner” means any owner, or reputed owner, of the property which is listed on the tax rolls of the Pierce County assessor/treasurer for the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

"Permit" means any form of certificate, approval, registration, license, or any other written permission issued by the city of Edgewood, including development agreements or other contract development standards.

"Person responsible for the violation" or "person responsible" means any person who is required by the applicable regulation to comply therewith, or who commits any act or omission that is a violation or causes or permits a violation to occur or remain upon property in the city, and includes but is not limited to any owner(s), lessee(s), manager(s), agent(s), or other person(s) entitled to control, use and/or occupy property where a code violation occurs.

"Premises" means any real property, easement, or right-of-way, including any buildings, structures or appurtenances thereon.

"Remediate" means to restore a site to a condition that complies with critical area or other regulatory requirements as they existed when the violation occurred; or, for sites that have been degraded under prior ownerships, restore to a condition that does not pose a probable threat to the environment or to the public health, safety, or welfare.

"Repeat violation" means two or more of the same code violation in any location by the same person for which a notice of code violation, stop work order, cease activity order, emergency order, civil infraction, misdemeanor and/or a notice of noncompliance with a voluntary correction agreement was issued within the three years prior to the date the current code violation was determined to exist.

"Structure" means anything that is built or constructed in or on the ground or over water, including any edifice, gas or liquid storage tank, and any piece of work artificially built up or composed of parts and joined together.

"Unfit for human occupancy" means a dwelling, building or structure that is found by the code official to be unsafe, unlawful or, because of the degree to which the dwelling, building or structure is in disrepair or lacks maintenance, is unsanitary, vermin- or rat-infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other equipment required by this code, or because the location of the dwelling, building or structure constitutes a hazard to the occupants of the dwelling, building or structure or to the public.

"Unlawful dwelling, building, structure, or premises" means a dwelling, building, structure, or premises that was erected, altered, or occupied contrary to law.

“Unsafe dwelling, building, or structure” means a dwelling, building, or structure that is found by the code official to be dangerous to the life, health, property or safety of the public or the occupants of the dwelling, building, or structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such dwelling, building, or structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation that partial or complete collapse is possible.

“Unsafe equipment” means any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the building or structure which is in such disrepair or condition that such equipment is a hazard to life, health, property, or safety of the public or occupants of the premises or structure.

7.10.060 Enforcement authority.

The administrator shall have the authority to enforce this title. The administrator may call upon other city departments or outside agencies to assist in enforcement.

7.10.070 Guidelines for prioritizing response to complaints.

A. The director may adopt a policy consistent with the following guidelines that set forth priorities for responding to complaints:

1. Level 1: High risk investigations needing an urgent response, including cases where:
 - a. There is an imminent likelihood of or actual bodily harm, damage to public resources or facilities, damage to real or personal property, environmental damage or contamination, or public health exposure;
 - b. The subject site or person responsible have repeat Level 1 or Level 2 violations; or
 - c. There are ongoing Level 1 or Level 2 violations.
2. Level 2: Moderate risk investigations needing a prompt response, including cases where:
 - a. There is an eventual likelihood or risk of bodily harm, damage to public resources or facilities, damage to real or personal property, or environmental damage or contamination;
 - b. The subject sites or person responsible for code compliance have repeat Level 2 or Level 3 violations; or
 - c. There are ongoing Level 2 or Level 3 violations.

3. Level 3: Low risk investigations needing response as time permits, including cases where:
 - a. The violation is non-emergent, does not fit within the Level 1 or Level 2 categories, and has only minor direct, immediate, or cumulative impacts on health, safety, or general welfare; or
 - b. The violation is an isolated incident.

B. Administrator discretion.

1. Generally, the administrator should use a graduated enforcement process that uses notification and education as a first step and should offer person(s) responsible the opportunity to correct violations before imposing fines or penalties.
2. The administrator may determine that a violation is so egregious that graduated enforcement is inappropriate or would require more time than is appropriate compared to the gravity of the violation.
3. The administrator may decide not to take action to correct a violation, especially when the violation is non-emergent, is an isolated incident, and does not or is unlikely to have direct, immediate, or cumulative impact on health, safety, or general welfare. The decision to not pursue corrective action at the time of the initial complaint shall not be deemed to grant authorization for any work, use, or activity to be done in any manner that violates this title, the conditions of any approval, permit, or license, or any applicable local, state, or federal regulation, nor does it preclude the city from taking enforcement action at a later date for recurring, ongoing, or new violations.

7.10.080 Guidelines for initial investigation and determination of violation.

The director may adopt policies consistent with the following guidelines that set forth procedures for investigating complaints:

A. Documenting potential violations.

1. All potential violations should be logged into the city's tracking system.
2. The administrator may create a new code enforcement case or add any new complaint or staff observation to an existing, open code enforcement case.
3. Cases should be assigned a priority level based on the most severe potential violation.

4. When the potential violation is under the sole authority of another local, state, or federal agency, the agency should be notified in writing, the notification should be documented in the city's tracking system, and the city's enforcement case closed.

B. Property research. To the extent possible, the city should check its own records and the records of other agencies for permitted uses and structures, known or likely critical areas, previous violations, and other relevant records regarding the site of the alleged violation.

C. Staff undertaking field investigations shall comply with the provisions of this title regarding right of entry.

D. The administrator shall determine whether or not a violation has occurred based on information derived from relevant property research, statements of witnesses, and field verification.

E. As soon as the administrator has reasonable cause to determine that a Level 1, Level 2, or Level 3 violation has occurred, it shall document the violation and notify the responsible party.

The administrator may choose to proceed with one or more of the following:

1. Leave a door hanger notice at the property;
2. Issue a verbal warning if the person responsible is present;
3. Issue a warning letter, pursuant to EMC 7.10.100;
4. Issue a civil infraction, pursuant to Chapter 1.10 EMC;
5. Issue a notice of code violation, pursuant to Chapter 7.30 EMC;
6. Issue a stop work, cease activity, or emergency order, pursuant to Chapter 7.40 EMC;
7. Issue an unfit dwelling, building, or structure order, pursuant to Chapter 7.50 EMC;
8. Pursue an alternate remedy, pursuant to EMC 7.10.170.

F. If the administrator does not have reasonable cause to confirm that a violation has occurred, the administrator may choose to proceed with one or more of the following:

1. Leave a door hanger notice at the property;
2. Issue a notification letter, pursuant to EMC 7.10.090;
3. Pursue an alternate remedy, pursuant to EMC 7.10.170.

G. If the administrator determines that a violation has not occurred, the administrator shall document the results of the investigation and close the code enforcement case.

7.10.090 Notification letter.

A. The purpose of a notification letter is to advise an owner(s) and/or occupant(s) about receipt of a complaint, educate about the compliance process, and encourage voluntary cooperation.

B. A notification letter may be issued when the administrator determines that:

1. There is inadequate information to verify a Level 1, Level 2, or Level 3 investigation; or
2. The staff observation or complaint is for a Level 3 investigation.

C. A notification letter shall include the following information:

1. The address and/or location of the potential code violation;
2. The name(s) and address(es) of the owner(s) and/or occupant(s);
3. A statement that the city has received a complaint;
4. A statement that the city will be investigating the complaint to determine whether or not a violation has occurred;
5. A description of the inspection process and generally what will occur if a violation is found; and
6. A date and time certain by which to contact the administrator to discuss the complaint.

D. Notification may occur through any combination of posting, mail, and/or electronic mail.

7.10.100 Warning letter.

A. The purpose of a warning letter is to educate first-time violators about a probable or actual violation, encourage voluntary compliance, and provide important information about the process and potential consequences.

B. A warning letter may be issued when the administrator determines a probable or actual Level 3 violation has occurred and there is no history of prior violations at the subject property or by the person responsible.

C. A warning letter shall include the following information:

1. The address and/or location of the code violation;
2. The name(s) and address(es) of the person(s) responsible;
3. A statement that the city has found that the person responsible has or likely has committed a code violation, and a brief description of the violation(s);
4. A statement of the specific authority (e.g. regulation, ordinance, permit condition, or other provision) that was or is being violated;

5. A statement that the warning notice represents a determination that a code violation has or likely has occurred, and that the person responsible may be subject to civil and/or criminal penalties;

6. A statement of the corrective action required to abate the code violation;

7. A deadline containing a date and time certain by which the corrective action must be completed;

8. A statement that all required permits to perform the corrective action must be obtained from the proper issuing agency;

9. A statement advising the responsible person of his/her duty to notify the city of all actions taken to achieve or address compliance with the warning notice; and

10. A statement advising that failure to complete the required corrective action may result in further enforcement action, including modification of any pending or existing city approvals.

D. The administrator shall serve the warning letter upon the person(s) to whom it is directed, either personally, electronically, or by mailing by regular mail to such person at their last known address.

E. If the person to whom it is directed cannot, after due diligence, be personally served within Pierce County and if an address for mailed service cannot after due diligence be ascertained, notice shall be served by posting a copy of the warning letter conspicuously on the affected property or structure.

F. If no response is received by the deadline in the warning letter, the administrator shall conduct a compliance inspection. If the inspection results in a determination that:

1. The violation still exists, then the administrator may proceed with an alternate remedy pursuant to this title; or

2. The violation was corrected, then the administrator shall document that the corrective action is complete and close the case.

7.10.110 Right of entry.

A. When it is necessary to enforce the provisions of the EMC, or when the administrator has reasonable cause to believe that there exists in a building or upon a premises a condition that is contrary to or in violation of this code, the administrator may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code; provided, that:

1. Such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession; and
2. If such building or premises be occupied, that credentials be presented to the occupant and entry requested; or
3. If such building or premises be unoccupied, the administrator shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry; or
4. If entry is refused, the administrator shall have recourse to the remedies provided by law to secure entry.

B. Posted Property. Where private property is posted with a “No Trespassing” sign and has a gate or chain on private property, or where private property is enclosed by a secured gate or chain (other than by a simple latching or closure device), the administrator shall not make entry beyond areas open to the public without the express permission of the property owner or occupant or a court order. No city employee shall be required to enter a posted or gated piece of property if the city employee feels threatened, intimidated, or otherwise in fear of his or her personal safety.

C. Employee Identification. City employees shall carry identification cards while on duty. Any employee, when legitimately requested by the public, shall show the requesting party his or her identification card.

D. Intimidation of Employees. The City adopts RCW 9A.76.180, Intimidating a public servant, as it now reads and as hereafter amended.

7.10.120 Removal of letters, notices, or orders.

It is a misdemeanor to remove or deface any letter, notice, or order required by or posted in accordance with this title without authorization by the administrator.

7.10.130 Calculation of time – Establishment of deadlines.

Any time period specified in this title that falls on a weekend or holiday shall be extended to the next business day.

7.10.140 Deadline for corrective action – Establishment, extension of time or modification of corrective action.

A. When calculating a reasonable deadline for corrective action, the administrator shall consider the following criteria:

1. The type and degree of violation cited in the letter, notice of code violation, or order;
2. The stated intent, if any, of the person(s) responsible to take steps to comply;
3. The procedural requirements for obtaining a permit to carry out a corrective action;
4. The complexity of the corrective action, including seasonal considerations, construction requirements, and whether additional parties need to participate, such as landlord, tenants, or insurers; and
5. Any other circumstances beyond the control of the person(s) responsible.

B. The director and person(s) responsible may mutually agree to grant an extension of the time limit for compliance or to modify the required corrective action, when the person(s) responsible for a violation has shown due diligence and/or substantial progress in correcting the violation but circumstances render full and timely compliance under the original conditions unattainable. Such a request shall:

1. Be made in writing prior to the compliance date set forth in the letter, voluntary correction agreement, notice, or order;
2. Document the progress in correcting the violation that has occurred; and
3. Clearly describe the need for an extension.

C. The administrator may recognize and give appropriate effect to special and extenuating circumstances which, in order to do substantial justice, warrant the exercise of discretion to adjust the time frames, standards and other provisions of this chapter. Examples of circumstances which may warrant such exercise of discretion include, but are not limited to:

1. Medical illness or disability affecting the ability of the person responsible to respond to orders or appear at hearings;
2. Death of the person responsible and where the succeeding person responsible has not yet been determined by probate or some other legal means; or
3. Bona fide insurance coverage disputes which create a definite risk that enforcement of this chapter would unfairly result in a substantial economic loss to the person responsible.

7.10.150 Certificate of non-compliance.

A. After a notice of code violation or order becomes final, the administrator may record with the Pierce County Assessor-Treasurer a certificate of non-compliance against any real property subject to the notice of code violation or order.

B. The certificate of non-compliance shall include:

1. The date of the notice of code violation or order;
2. The legal description of the real property or the Pierce County tax parcel number where the violation has occurred;
3. A description of the code violation(s);
4. The amount of unpaid civil monetary penalties; and
5. A statement describing the procedure to release the certificate of non-compliance.

C. Upon request of the person(s) responsible, the administrator shall record a release of the certificate of non-compliance if:

1. The correction action(s) in the notice of code violation or order have been satisfied;
2. All civil monetary penalties are paid; and
3. All costs associated with recording the certificate of non-compliance and the release of the certificate of non-compliance are paid.

7.10.160 Code enforcement abatement fund.

A. All fines, costs and abatement reimbursements recovered from violators resulting from code enforcement actions under this title shall be deposited in a code enforcement/abatement fund maintained by the city treasurer and utilized for future code enforcement expenses under this title.

B. Eligible expenses shall include, but not be limited to:

1. All costs for abatement actions, education and outreach beyond the normal scope and budget allocated to code enforcement; and
2. One-time expenses associated with a specific case necessary for obtaining code compliance.

C. The fund target balance shall be \$100,000.00. All revenues creating a balance in excess of \$100,000.00 shall be eligible for use in the city general fund.

7.10.170 Nonexclusive remedy.

The remedies set forth in this title are not exclusive and the city may use whatever manner, method or means is available to it, at law or in equity, to enforce its code and address code violations. The administrator or other enforcement officer may immediately issue a civil infraction, misdemeanor, notice of code violation, record notice on title, or take other enforcement action when the circumstances warrant a particular course of action or when a repeat violation occurs.

Chapter 7.20 Voluntary Correction

7.20.010 Applicability.

While it is the city's desire to obtain voluntary correction pursuant to this chapter, compliance is not a prerequisite for pursuing any of the other remedies for correction in this title, or any remedies available in law or equity. This section may apply whenever the administrator determines that a code violation has occurred or is occurring.

7.20.020 General.

The administrator may pursue a reasonable attempt to secure voluntary correction of violations subject to Edgewood Municipal Code (EMC) 7.30.010(B). Attempts to secure voluntary compliance may include but are not limited to personal correspondence, providing educational materials, such as door hangers, mailers, and brochures, notification letters, or warning letters.

7.20.030 Execution of voluntary correction agreement.

- A. At the director's discretion, the director is authorized to execute a voluntary correction agreement between the person responsible for the violation and the city.
- B. A voluntary correction agreement may be entered into at any time after issuance of a warning, civil infraction, notice of code violation, or an order and before an appeal is decided pursuant to Chapter 7.80 EMC.
- C. When a voluntary correction agreement is entered into, a violation is deemed committed for purposes of Chapter 7.70 EMC.
- D. Execution of a voluntary correction agreement in no way limits the city's ability to suspend, revoke, or limit a permit or other approval as otherwise specified in the code or city ordinances.

7.20.040 Content of voluntary correction agreement.

A voluntary correction agreement is a contract between the city and person(s) responsible for the violation under which such person(s) agrees to abate the violation within a specified period of time and according to specified conditions. A voluntary correction agreement shall include the following:

- A. The address and/or location of the code violation;

- B. A legal description of the real property or the Pierce County tax parcel number where the violation has occurred or is location, or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation(s) has occurred or is occurring;
- C. The name(s) and address(es) of the person(s) responsible;
- D. A description of the code violation(s);
- E. A statement of each specific authority (e.g. regulation, ordinance, permit condition, or other provision) that was violated;
- F. The corrective action required to abate the code violation;
- G. A deadline containing a date and time certain by which the corrective action must be completed;
- H. A statement that all required permits to perform the corrective action must be obtained from the proper issuing agency;
- I. An agreement by the person responsible for the violation that the city may inspect the premises as may be necessary to determine compliance with the voluntary correction and limited right of entry agreement;
- J. A statement advising the responsible person of his/her duty to notify the city of all actions taken to achieve or address compliance with the voluntary compliance agreement and to request a compliance inspection as specified in EMC 7.20.050;
- K. An agreement that by entering into a voluntary correction agreement, the person responsible for the violation waives the right to appeal the violation and/or the required corrective action to an administrative or judicial hearing body, and that a violation is deemed committed for purposes of determining repeat violations in accordance with Chapter 7.70 EMC;
- L. A statement advising that, if all terms of the voluntary correction agreement are not met within the time specified for compliance, that:
1. A civil penalty of \$250.00 per day will be imposed in accordance with Chapter 7.70 EMC, starting the day after the date set for completion of the corrective action;
 2. The city may proceed to abate the violation, cause work to be done, and assess the costs and recover the costs and expenses of abatement incurred by the city against the person responsible, as specified in EMC 7.60.050;

3. The city may take any other legal action, including the filing of a lien on the property for the costs of the abatement and any accompanying fines or penalties or sending the costs, fines and penalties to collection, or modification of any pending or existing city approvals;

M. A statement that payment of a monetary penalty does not relieve the person responsible to whom the notice was issued of the duty to correct the violation and/or to pay any and all civil fines or penalties accruing under this title;

N. A statement that the voluntary correction agreement may be recorded against the property.

7.20.050 Compliance inspection.

A. Upon completion of the corrective action required under the voluntary correction agreement, the person responsible shall give notice to the administrator. The administrator shall confirm receipt of the notification in writing and provide the anticipated date and time of the compliance inspection.

B. After receiving notice from the person responsible that the corrective action is complete, the administrator shall complete a compliance inspection within three (3) business days, determine if the corrective action is complete, and provide the person responsible with written notice of the determination. The administrator's determination of whether the corrective action is complete or not complete shall not be appealable and may be provided by regular mail, email, or personal service.

C. If the administrator determines that the corrective action is not complete, the person responsible must complete the corrective action by the deadline outlined in the voluntary correction agreement, or, if the deadline has expired, obtain a written extension from the city pursuant to EMC 7.20.100 and then complete the corrective action.

D. If the person responsible fails to complete the corrective action by the applicable deadlines, the city may abate the violation and recover its costs and expenses in accordance with Chapter 7.60 EMC, and the person responsible shall be liable to the city and assessed a civil penalty of \$250.00 per day commencing the day following the date set for the compliance of the voluntary corrective agreement, plus all costs and expenses of abatement, in accordance with EMC 7.60.050.

7.20.060 Right to appeal waived.

In consideration of the city's agreement to enter into the voluntary correction agreement, the person responsible shall completely surrender and waive the right to appeal the violation and/or the required corrective action to an administrative or judicial hearing body, under this title or otherwise, upon entering into a voluntary correction agreement. The voluntary correction agreement is a final, binding agreement, it is not a settlement agreement, and its contents are not subject to appeal.

7.20.070 Abatement by the city.

The city may abate a violation in accordance with Chapter 7.60 EMC if the terms of a voluntary correction agreement are not met.

7.20.080 Collection of costs.

A. If the terms of a voluntary correction agreement are not met, the person responsible for the violation shall be assessed the following, commencing the day following the date set for the completion of the corrective action until the corrective action(s) are complete:

1. A civil penalty of \$250.00 per day per violation, in accordance with EMC 7.70.010;
2. All of the city's costs related to initiating and monitoring the voluntary correction agreement and the abatement as well as impacts to the public; and
3. All costs and expenses of abatement, in accordance with EMC 7.60.050.

B. Any penalties due and unpaid under this chapter, and all costs and expenses, constitute a debt to the city and may be collected by referral to a collection agency in accordance with Chapter 3.55 EMC and RCW 19.16.500 or court proceedings the same as any other debt in like amount which is in addition to all other existing remedies. In any such action, the prevailing party shall be entitled to recover its reasonably incurred costs, expenses, and fees, including attorneys' fees.

7.20.090 Extension – Modification.

An extension of time or modification to the required corrective action may be granted pursuant to EMC 7.10.140.

Chapter 7.30 Code Violations

7.30.010 Issuance of notice of code violation.

A. When the administrator determines that a violation has occurred or is occurring and is unable to secure voluntary correction pursuant to Chapter 7.20 of the Edgewood Municipal Code (EMC), the administrator may issue a notice of code violation to any and all person(s) responsible for the violation.

B. The administrator may issue a notice of code violation without having attempted to secure voluntary correction.

7.30.020 Content of notice of code violation.

The notice of code violation shall include the following information:

A. The address and/or location of the code violation;

B. A legal description of the real property or the Pierce County tax parcel number where the violation has occurred or is location, or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation(s) has occurred or is occurring;

C. The name(s) and address(es) of the person(s) responsible;

D. A description of the code violation(s), including the date(s) the violation was confirmed. The administrator may choose to attach dated photos to support the description;

E. A statement of each specific authority (e.g. regulation, ordinance, resolution, permit condition, or other provision) that was violated;

F. The corrective action required to abate the code violation;

G. A deadline containing a date and time certain by which the corrective action must be completed;

H. A statement that all required permits to perform the corrective action must be obtained from the proper issuing agency;

I. A statement that civil penalties shall accrue in accordance with Chapter 7.70 EMC, as applicable;

J. A statement that if the corrective action is not completed by the deadline and the notice of code violation is not appealed, the violations(s) shall be deemed committed without further action by the city, and the person responsible may be subject to cumulative penalties as specified

in Chapter 7.70 EMC commencing on the final date set for compliance until compliance with the notice of violation is achieved;

K. A statement advising that failure to complete the required corrective action may result in further enforcement action, including modification of any pending or existing city approvals;

L. A statement that the notice may be appealed to the hearing examiner as specified in EMC 7.30.060, with an explanation of the appeal process and the specific information required to file an appeal;

M. A statement that payment of a monetary penalty does not relieve the person responsible to whom the notice was issued of the duty to correct the violation and/or to pay any and all civil fines or penalties accruing under this title;

N. A statement advising the responsible person of his/her duty to notify the city of all actions taken to achieve or address compliance with the notice of code violation and to request a compliance inspection as specified in EMC 7.30.040; and

O. A statement advising that, if any of the corrective action is not commenced or completed within the time specified for compliance and the notice of code violation has not been appealed, the city may proceed to abate the violation, cause work to be done, and assess the costs and expenses of abatement incurred by the city as specified in EMC 7.60.050 against the person responsible, and/or take any other legal action provided by law, including but not limited to the filing of a lien on the property for the costs of the abatement and any accompanying fines or penalties, filing a nuisance abatement action in court, or sending the costs, fines, and penalties to collection.

7.30.030 Service of notice of code violation.

A. The administrator shall serve the notice of code violation upon the person(s) to whom it is directed, either personally or by mailing by regular mail to such person at their last known address.

B. If the person to whom it is directed cannot, after due diligence, be personally served within Pierce County and if an address for mailed service cannot after due diligence be ascertained, notice shall be served by posting a copy of the notice of code violation conspicuously on the affected property or structure.

C. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring:

1. The time and date of service;
2. The manner by which the service was made; and
3. If service was by posting, the facts showing that due diligence was used in attempting to serve the person personally or by mail; or
4. If service was done by mail, that service shall be deemed complete upon the third business day after depositing the notice into the mail.

7.30.040 Compliance inspection.

A. The city may conduct compliance inspections prior to the compliance date to monitor progress toward compliance.

B. Upon completion of the corrective action required under the notice of code violation, the person responsible shall give notice to the administrator. The administrator shall confirm receipt of the notification in writing and provide the anticipated date and time of the compliance inspection.

C. After receiving notice from the person responsible that the corrective action is complete, the administrator shall complete a compliance inspection within three (3) business days, determine if the corrective action is complete, and provide the person responsible with written notice of the determination. The administrator's determination of whether the corrective action is complete or not complete shall not be appealable and shall be provided by regular mail, email, or personal service.

D. If the administrator determines that the corrective action is not complete, the person responsible must complete the corrective action by the deadline outlined in the notice of code violation.

E. If the person responsible fails to complete the corrective action or if no response is received by the applicable deadline, the city may abate the violation and recover its costs and expenses in accordance with Chapter 7.50 EMC or take other legal action provided by law, and the person responsible shall be liable to the city and assessed a civil penalty of \$250.00 per day commencing the day following the date set for the compliance of the notice of code violation, plus all costs and expenses of abatement, in accordance with EMC 7.50.050.

7.30.050 Extension – Modification.

An extension of time or modification to the required corrective action may be granted pursuant to EMC 7.10.140.

7.30.060 Appeals.

A. A notice of code violation may be appealed to the Hearing Examiner under the procedures set forth in Chapter 7.80 EMC. During any such appeal, the notice of code violation shall remain in effect.

B. If no appeal is filed, or if a timely appeal is filed and not stayed or reversed, the notice of code violation shall become final.

Chapter 7.40 Stop Work, Cease Activity, and Emergency Orders

7.40.010 Applicability.

In addition to any other remedy specified in this code, the administrator may issue a stop work, cease activity, and/or emergency order whenever the administrator determines that a code violation has occurred or is occurring in violation of the Edgewood Municipal Code (EMC).

7.40.020 General.

Whenever the administrator determines a violation exists, he or she may issue a written order to stop work, cease activity, and/or an emergency order directing any person causing, allowing, or participating in the offending conduct to cease and desist such activity or conduct immediately as follows:

A. Stop Work Order. Whenever work or activity that is a continuing code violation will materially impair the administrator's ability to secure compliance, or when the continuing violation threatens the health or safety of the public, the administrator has the authority to issue a stop work order prohibiting any work or other activity at the site.

B. Cease Activity Order. Whenever a use or activity that is a continuing code violation will materially impair the administrator's ability to secure compliance, or when the continuing violation threatens the health or safety of the public, the administrator has the authority to issue a cease activity order prohibiting any use or other activity at the site.

C. Emergency Order. Whenever any use or activity that is a continuing code violation threatens the health and safety of the occupants of the premises or any member of the public, the administrator has the authority to issue an emergency order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected.

7.40.030 Content of order.

The stop work, cease activity, and/or emergency order shall include all of the following information:

A. A directive to immediately stop the work, use, or activity until authorized in advance and in writing by the administrator;

B. The address and/or location of the code violation;

- C. A legal description of the real property or the Pierce County tax parcel number where the violation has occurred or is location, or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation(s) has occurred or is occurring;
- D. The name(s) and address(es) of the person(s) responsible;
- E. A description of the code violation(s), including the date(s) the violation was confirmed. The administrator may choose to attach dated photos to support the description;
- F. A statement of each specific authority (e.g. regulation, ordinance, permit condition, or other provision) that was violated;
- G. The corrective action required to abate the code violation;
- H. A deadline containing a date and time certain by which the corrective action must be completed;
- I. A statement requiring the person(s) responsible to request a compliance inspection as specified in EMC 7.40.060;
- J. A statement that violation, removal, or defacement of the order is a misdemeanor;
- K. A statement that a monetary penalty in an amount per day for each violation as specified in Chapter 7.70 EMC may be assessed against the person to whom the order is directed upon failure to complete the required corrective action by the specified deadline; and
- L. A statement that the order may be appealed in accordance with EMC 7.40.080.

7.40.040 Service of order.

- A. The administrator shall serve the stop work, cease activity, and/or emergency order upon the person(s) to whom it is directed, either by delivering it personally or by mailing a copy of it by regular mail to such person at his or her last known address. In addition, the administrator shall post a copy of the stop work, cease activity, and/or emergency order conspicuously on the affected property or structure, or as near to the affected property or structure as feasible.
- B. Service is deemed complete upon posting a copy of the stop work, cease activity, and/or emergency order conspicuously on the affected property or structure, or as near to the affected property or structure as feasible.
- C. Proof of service shall be made at the time of service by a written declaration under penalty of perjury executed by the person effecting the service, declaring the date and the manner of service.

D. Any failure of the person to whom the stop work, cease activity, and/or emergency order is directed to observe the posted order or to actually receive the mailed order shall not invalidate service made in compliance with this section, nor shall it invalidate the stop work, cease activity, and/or emergency order.

7.40.050 Effect of order.

A. Upon issuance of a stop work, cease activity, and/or emergency order, the work, activity, and/or use shall immediately cease. When such order has been issued, posted and/or served pursuant to this section, it is unlawful for any person to whom the order is directed or any person with actual or constructive knowledge of the order to perform the work or to conduct the activity or use covered by the order, even if the stop work order, cease activity, and/or emergency order has been appealed.

B. Any work, use, or activity, related or unrelated to the cited work, use, or activity in the order, shall not resume unless specifically authorized in advance and in writing by the administrator.

C. Violation of a stop work, cease activity, and/or emergency order constitutes a misdemeanor.

D. A monetary penalty shall accrue for each day or portion thereof that a violation of a stop work, cease activity, and/or emergency order occurs, in the same amounts as under EMC 7.70.010 unless otherwise specified.

E. In addition to such criminal or monetary penalties, the city may enforce the stop work, cease activity, and/or emergency order in accordance with this title or as authorized by law.

7.40.060 Compliance inspection.

A. The city may conduct compliance inspections prior to the compliance date to monitor progress toward compliance.

B. Upon completion of the corrective action required under the stop work, cease activity, and/or emergency order, the person responsible shall give notice to the administrator. The administrator shall confirm receipt of the notification in writing and provide the anticipated date and time of the compliance inspection.

C. After receiving notice from the person responsible that the corrective action is complete, the administrator shall complete a compliance inspection within three (3) business days, determine if the corrective action is complete, and provide the person responsible with written notice of the

determination. The administrator's determination of whether the corrective action is complete or not complete shall not be appealable and shall be provided by regular mail, email, or personal service.

D. If the administrator determines that the corrective action is not complete, the person responsible must complete the corrective action by the deadline outlined in the stop work, cease activity, and/or emergency order.

E. If the person responsible fails to complete the corrective action or if no response is received by the applicable deadline, the city may abate the violation and recover its costs and expenses in accordance with Chapter 7.60 EMC or take other legal action provided by law, and the person responsible shall be liable to the city and assessed a civil penalty of \$250.00 per day commencing the day following the date set for the compliance of the notice of code violation, plus all costs and expenses of abatement, in accordance with EMC 7.60.050.

7.40.070 Extension – Modification.

An extension of time or modification to the required corrective action may be granted pursuant to EMC 7.10.140.

7.40.080 Appeals.

A. A stop work order, cease activity, and/or emergency order may be appealed to the Hearing Examiner under the procedures set forth in Chapter 7.80 EMC. During any such appeal, the stop work, cease activity, and/or emergency order shall remain in effect.

B. If no appeal is filed, or if a timely appeal is filed and not stayed or reversed, the stop work, cease activity, and/or emergency order shall become final.

Chapter 7.50 Unfit Dwellings, Buildings, and Structures

7.50.010 Findings, purpose, and intent.

A. The city council finds that:

1. Dwellings which are unfit for human habitation, and buildings, structures, and premises or portions thereof, which are unfit for other uses, are substandard, dangerous, and harmful to the health and welfare of the residents and the general public within the city of Edgewood due to:

- a. Dilapidation, disrepair, lack of property maintenance, or structural defects;
- b. Unpermitted and substandard construction or modification;
- c. Defects increasing the hazards of fire, accidents, or other calamities;
- d. Inadequate ventilation and uncleanness;
- e. Filth and other nuisance conditions attracting insects or vermin or likely to spread disease;
- f. Inadequate light, water or sanitary facilities;
- g. Inadequate drainage;
- h. Overcrowding or other similar conditions;
- i. Violations of various building, health, and safety regulations; and/or
- j. Being vacant, unsecured, and abandoned or apparently abandoned.

2. Such dwellings, buildings, structures, and premises are dangerous to occupants, threaten the public health, safety, and welfare, attract criminal activity, offend public values, lower the value of neighboring properties, contribute to neighborhood or community deterioration and blight, and hamper community and economic development.

3. Such dwellings, buildings, structures, and premises constitute a nuisance that adversely affects the value, utility, and habitability of other properties within the city as a whole and specifically cause substantial damage to adjoining and nearby property. A nuisance property may substantially reduce the value of adjoining and nearby property and there are sufficient nuisance properties that the habitability and economic well-being of the city are materially and adversely affected.

B. The purpose of this chapter is to establish procedures for the city to intervene and correct, repair, or remove such unfit dwellings, buildings, structures, or premises and to pursue all legal

means to recover the costs of doing so, including the costs of staff salaries and benefits, materials, contractors, and all other legally recoverable costs and expenses, when the responsible person in possession or control of such properties are unwilling or unable to correct such conditions in a proper and timely.

C. The intent of this chapter to clarify and strengthen the procedures for abating unfit dwellings, buildings, structures, or premises. Pursuant to Chapter 35.80 RCW, this chapter does not abrogate or impair the powers of the courts or of the city to enforce any provisions of this code, or its ordinances or regulations, nor to prevent or punish violations thereof. The powers conferred by this chapter shall be in addition and supplemental to the powers conferred by any other law.

D. This chapter is an exercise of the city's police power, and it shall be liberally construed to effect this purpose.

7.50.020 Nuisance declared.

All buildings or structures in the city which by reason of decay, dilapidation, or damage by fire, the elements or any other cause, are now or hereafter shall become, in the judgment of the code official, dangerous to the lives and safety of persons or property or unsafe or unfit for the purpose or purposes for which they are being used, unsafe or unfit structures and premises as defined in this chapter are declared to be public nuisances.

7.50.030 Authority and responsibility.

The administrator is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this chapter. These powers shall include the following in addition to others granted in this chapter:

A. To determine which dwellings are unfit for human habitation;

B. To determine which buildings, structures, or premises are unfit for other use;

C. To administer oaths and affirmations, examine witnesses, and receive evidence; and

D. To investigate the dwelling or other property conditions and to enter upon premises for the purpose of making examinations when the administrator has reasonable grounds for believing they are unfit for human habitation or for other use; provided, that such entries shall be made consistent with EMC 7.10.110.

7.50.040 Conditions for declaring a dwelling, building, structure or premises unfit or unsafe.

The code official may determine that a dwelling, building, structure or premises is unfit or unsafe for human habitation or other use. In reaching such a determination, the code official shall consider:

- A. Dilapidation, disrepair, lack of property maintenance, or structural defects;
- B. Defects increasing the hazards of fire, accidents or other calamities, such as parts standing or attached in such manner as to be likely to fall and cause damage or injury;
- C. Damage from fire, earthquake, wind, flood, or by any other cause;
- D. Inadequate ventilation;
- E. Uncleanliness, filth, and other nuisance conditions attracting insects, rodents, vermin or other pests likely to spread disease;
- F. Inadequate light;
- G. Inadequate sanitary facilities;
- H. Inadequate drainage;
- I. Lack of electric, natural gas, sanitary sewer, and/or water utilities;
- J. Overcrowding or other similar conditions;
- K. Whether the dwelling, building, structure, or premises contains one or more conditions described the International Property Maintenance Code, as adopted in Title 15 EMC;
- L. Whether the dwelling, building, structure, or premises contains unsafe equipment; and/or
- M. Whether the dwelling, building, structure, or premises meets one or more of the components of a dangerous dwelling, building, structure, or premises or a drug dwelling, building, structure, or premises.

7.50.050 Standards for repair, demolition, vacation, and/or closure.

A. Whenever the conditions in EMC 7.50.040 are found to exist to an extent dangerous or injurious to the health or safety of the structure's occupants, potential occupants, or the occupants of neighboring structures or of other residents of the city of Edgewood or to the general public, the code official shall the declare the dwelling, building, structure, premises or

portion thereof unfit for human habitation or other use, and issue a preliminary order pursuant to EMC 7.50.060 and 7.50.070 containing one of the following corrective actions:

1. Repair, if the estimated cost of repairing the conditions causing the dwelling, building, structure, premises to be unfit or unsafe for human habitation or other use is less than or equal to 30% of the fair market value of the dwelling, building, structure or premises;
2. Repair, and the dwelling, building, structure, premises or portion thereof vacated and/or closed, if the estimated cost of repairing the conditions causing the building or structure to be unsafe or unfit for human habitation or other use is greater than 30% and less than or equal to 50% of the fair market value of the dwelling, building, structure or premises; or
3. Demolition, and the property immediately vacated and secured as completely as possible pending demolition, if:

a. The condition or conditions which cause the dwelling, building, structure or premises to be unsafe or unfit for human habitation create a hazard to the public health, safety, or welfare that would exist even if the dwelling, building, structure or premises were vacated and closed to entry;

b. Part of the building or premises or equipment intended to assist in extinguishing a fire, to prevent the origin or spread of fire, or to safeguard life or property from fire is in an unsafe or unusable condition;

c. Structural defects or deterioration is of such degree that:

1. Vertical members list, lean or buckle to the extent that a plumb line passing through the center of gravity falls outside the middle third of its base; or

2. One third or more of the supporting members show damage or deterioration; or

d. The cost of repair exceeds 50% of the fair market value of the dwelling, building, structure or premises; or

e. The cost of repair exceeds 30% of the fair market value of the dwelling, building, structure or premises and it has remained vacant for six (6) months or more;

4. Nothing in this section shall limit the authority of the city to condemn and resell property pursuant to Chapter 35.80A RCW, Condemnation of blighted property.

B. In estimating the cost of repairs, the code official shall use the current edition of “Building Valuation Data” published by the International Code Council, or a cost estimating publication that the code official deems comparable, and shall apply the following standards:

1. Only the conditions causing the building, structure or portion thereof to be unfit for human habitation or other use shall be included in the cost estimate;

2. Repair estimates shall assume that all work will comply with the requirements of the current construction codes adopted pursuant to Title 15 EMC;

3. If the extent of damage to a portion of a building or structure cannot be ascertained from visual inspection, the building official shall assume that the relative extent of damage or deterioration identified in the observable portion of the building exists in the unobserved portions; and

4. Cost estimates for replacing or repairing the building, structure or portion thereof shall include the same type and quality of materials as originally used in the structure, unless different materials are required by current construction codes adopted pursuant to Title 15 EMC. If the building or structure is so damaged that the original materials cannot be determined, repair costs shall be estimated using the materials currently required.

C. The fair market value of the building or structure shall be as indicated by the records of the Pierce County assessor/treasurer.

D. An undertaking entered into at or prior to the hearing by a party in interest creates a presumption that the building or premises can be reasonably repaired. The failure to accomplish such an undertaking is grounds for the administrator to order demolition. If by reason of any of the above conditions a building is unfit, but no public necessity is found for its immediate demolition, the administrator may take other action, such as causing the property to be cleaned, cleared, vacated, secured or otherwise repaired, which will promote the public health, safety or general welfare.

7.50.060 Content of order.

The order of unfit or unsafe dwelling, building, structure and/or premises shall include all of the following information:

A. The name and address, if known, of the person(s) to whom the order is being issued;

B. The street address or a description sufficient for identification of the property the dwelling, building, structure, or premises is upon or within;

C. A description of the dwelling, building, structure, and/or premises. The administrator may choose to attach dated photos to support the description;

D. A declaration of the determination that the dwelling, building, structure, premises or portion thereof is unfit for human habitation or other use;

E. The reference(s) to the associated condition(s) in EMC 7.50.040 that form the basis of the determination, and the date the determination was made;

F. The corrective action as specified in EMC 7.50.050(A);

G. A deadline containing a date and time certain by which the corrective action must be completed;

H. A statement requiring the person(s) responsible to request a compliance inspection as specified in EMC 7.50.100;

I. A statement that violation, removal, or defacement of the order is a misdemeanor; and

J. A statement that a hearing will be held in accordance with EMC 7.60.080, with the date and time certain and a statement of the rights of the parties.

7.50.070 Service of order.

A. The administrator shall serve the order upon the person(s) to whom it is directed, either by delivering it personally or by mailing a copy of it by certified mail, with return receipt requested, upon all persons having any interest therein, as shown upon the records of the Pierce County auditor. If the whereabouts of any of such persons is unknown and the same cannot be ascertained by the administrator in the exercise of reasonable diligence, then the administrator shall:

1. Make an affidavit to that effect;

2. Serve the order personally or by certified mail, postage prepaid, return receipt requested, to each such person at the address of the dwelling, building, structure, or premises involved in the proceedings; and

3. Mailing a copy of the order by first-class mail to any address of each such person in the records of the Pierce County assessor/treasurer and the Pierce County auditor;

B. The administrator shall post a copy of the order conspicuously on the affected dwelling, building, structure, or premises, or as near to the affected dwelling, building, structure, or premises as reasonable.

C. The administrator shall file a copy of the order with the Pierce County auditor, and such filing of the order shall have the same force and effect as other lis pendens notices provided by law.

D. Service is deemed complete upon completion of the actions in subsections A, B, and C.

E. Proof of service shall be made at the time of service by a written declaration under penalty of perjury executed by the person effecting the service, declaring the date and the manner of service.

F. Any failure of the person(s) to whom the order is directed to observe the posted order or to actually receive the mailed order shall not invalidate service made in compliance with this section, nor shall it invalidate the order.

7.50.080 Hearing before the director.

A. A hearing shall be scheduled for not less than 10 days nor more than 30 days after the serving of the order.

B. The hearing shall be cancelled if, prior to the time fixed for hearing in the order issued by the administrator, arrangements satisfactory to the code official for the repair, demolition, vacation or reoccupancy of the building or premises are made, including the proper application for permits or abatement of the nuisance.

C. The director shall hold a hearing. If the person(s) to whom the preliminary order is directed fail to appear at the scheduled hearing, the director will enter an order pursuant to subsection D.

1. All parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and to give testimony and present evidence at the time and place fixed in the complaint.

2. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the director.

3. Evidence, including hearsay evidence, is admissible if in the judgment of the director it is the kind of evidence on which reasonably prudent persons are accustomed to rely in the conduct of their affairs.

4. The director may adopt administrative rules of procedure for the conduct of such hearings.

D. The director shall issue a final order to the person(s) identified in EMC 7.50.060(A) that contains the following information:

1. The name(s) and address(es) of the person(s) to whom the order is being issued;

2. The street address or a description sufficient for identification of the property the dwelling, building, structure, or premises is upon or within;

3. Affirmation, modification, or vacation of the code official's determination and declaration of whether the dwelling, building, structure, or premises is unfit or unsafe for human habitation or other use;
 4. The reference(s) to the associated condition(s) in EMC 7.50.040 that form the basis of the determination;
 5. Findings of fact in support of such determination;
 6. The corrective action as authorized in EMC 7.50.050(A);
 7. A deadline containing a date and time certain by which the corrective action must be completed;
 8. A statement requiring the person(s) responsible to request a compliance inspection as specified in EMC 7.50.100;
 9. A statement that violation, removal, or defacement of the order is a misdemeanor; and
 10. A statement that the final order may be appealed in accordance with EMC 7.50.090.
- E. The final order shall be served pursuant to EMC 7.50.070.

7.50.090 Appeals.

A. Within 30 days from the date of service of the final order, the person(s) to whom the order was being issued may file an appeal with the city clerk for a hearing before the hearing examiner.

The appeal must:

1. Be titled a notice of appeal;
2. Specify the party or parties seeking the review;
3. Specify the decision or part of decision which the party wants reviewed;
4. Contain a brief statement setting forth the legal interest of each of the appellants participating in the appeal;
5. Contain a brief statement in concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant;
6. Contain a brief statement in concise language of the relief sought, and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside;
7. Include the signatures of all parties named as appellants, and their official mailing addresses; and
8. Be accompanied by the appropriate fee, as set forth in the City of Edgewood Fee Schedule.

B. In addition to the provisions of Chapter 2.40 EMC:

1. All matters submitted to the hearing examiner under this chapter shall be resolved within 60 days from the date of filing therewith.

2. The findings and orders of the hearing examiner shall be served in the same manner as provided for in EMC 7.50.070 and shall bear the same legal consequences as if issued by the code official.

3. A transcript of the findings of fact of the hearing examiner shall be made available to the owner or other party in interest upon demand.

C. Any person affected by a decision issued by the hearing examiner pursuant to this section may, within 30 days after the posting and service of the order, petition the Pierce County superior court for an injunction restraining the city from carrying out the provisions of the order. In all such proceedings the court is authorized to affirm, reverse, or modify the order and such trial shall be heard de novo. Absent an injunction issued by a court of competent jurisdiction, the decision of the hearing examiner shall be final 30 days after issuance.

D. If no appeal is filed, a copy of such order shall be filed with the Pierce County auditor and shall be the final order.

7.50.100 Compliance inspection.

A. Upon completion of the corrective action required under either the preliminary or the final order, the person responsible shall give notice to the administrator. The administrator shall confirm receipt of the notification in writing and provide the anticipated date and time of the compliance inspection.

B. After receiving notice from the person responsible that the corrective action is complete, the administrator shall complete a compliance inspection within three (3) business days, determine if the corrective action is complete, and provide the person responsible with written notice of the determination. The administrator's determination of whether the corrective action is complete or not complete shall not be appealable and shall be provided by regular mail, email, or personal service.

C. If the administrator determines that the corrective action is not complete, the person responsible must complete the corrective action by the deadline outlined in the order.

7.50.110 Extension – Modification.

An extension of time or modification to the required corrective action may be granted pursuant to EMC 7.10.140. The person(s) responsible shall be responsible for all costs associated with recording an extension or modification of the required corrective action with the Pierce County Auditor.

7.50.120 Enforcement of order.

A. If, following exhaustion of his or her rights to appeal, the person responsible fails to complete the corrective action or if no response is received by the applicable deadline, the city may direct or cause such dwelling, building, structure, or premises to be repaired, altered, improved, vacated, and closed, removed, or demolished and recover its costs and expenses in accordance with EMC 7.50.130, and the person responsible shall be liable to the city and assessed a civil penalty of \$250.00 per day commencing the day following the date set for the compliance of the order, plus all costs and expenses of abatement, in accordance with EMC 7.50.130.

B. In the enforcement of this section, the administrator is authorized to enter the structure and/or premises for inspection, testing, sampling, or other purposes preparatory to and in the conduct of the repairs, demolition, or other actions, to hire contractors as necessary to perform the work, and to spend public funds to complete the work.

7.50.130 Costs.

A. The costs of such repairs, alterations or improvements; or vacating and closing; or removal or demolition by the administrator, shall be assessed against the real property upon which such cost was incurred unless such amount is previously paid. Pursuant to RCW 35.80.030(1)(h), the amount of such costs shall constitute a lien against the property of equal rank with state, county, and municipal taxes.

B. For purposes of this chapter, the cost of vacating and closing shall also include:

1. The amount of relocation assistance payments that a property owner has not repaid to the city of Edgewood or other local government entity that has advanced relocation assistance payments to tenants under RCW 59.18.085;
2. All penalties and interest that accrue as a result of the failure of the property owner to timely repay the amount of these relocation assistance payments under RCW 59.18.085; and

3. All other reasonable expenses, including but not limited to, the costs of staff time, materials, incidentals, mailing, publishing, and recording notices.

C. Upon certification to the Pierce County assessor/treasurer, by the administrator, of the assessment amount being due and owing, with credit for the salvage value of the property, the Pierce County assessor/treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year and the same shall become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as provided for in RCW 84.56.020 for delinquent taxes, and when collected to be deposited to the credit of the general fund of the city.

D. If the dwelling, building, structure, or premises is removed or demolished by the city, the administrator shall, if possible, sell the materials of such dwelling, building, structure, or premises, and shall credit the proceeds of such sale against the cost of the removal or demolition and if there be any balance remaining, it shall be paid to the parties entitled thereto, as determined by the administrator, after deducting the costs incident thereto.

E. When necessary, bid awards for demolition shall be let only to a licensed contractor. All contract documents shall provide that the value of the materials and other salvage of the property shall be credited against the costs of the demolition. The contract documents may require the contractor to estimate the salvage value of the property and, by claiming the salvage, reduce the contract price accordingly. The contract price fixed by acceptance of the contract shall not be adjusted to reflect the actual salvage value. Such contracts may be solicited prior to the deadline for completion of the corrective action, but shall not be binding or accepted until an order is final.

7.50.140 Permit required.

Any work including construction, repairs or alterations under this chapter to rehabilitate any building or structure is required to obtain any required city, local, state or federal permit or approval prior to commencing work.

7.50.150 Discrimination prohibited.

All proceedings under this chapter shall be subject to the anti-discrimination provisions of RCW 35.80.040.

7.50.160 Violations.

It shall be unlawful and a violation of this chapter to knowingly:

A. Occupy or suffer to be occupied any dwelling, building, structure or premises ordered vacated; or

B. Obstruct any officer or agent of the city of Edgewood or other governmental unit in the enforcement of this chapter.

C. Violation of this section is a misdemeanor, punishable pursuant to Chapter 1.10 EMC.

7.50.170 Nuisances – Powers reserved.

Nothing in this chapter shall be construed to impair or limit in any way the city's power to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise. The provisions of this chapter shall not prevent the city or other governmental unit from taking any other action, summary or otherwise, necessary to eliminate or minimize an imminent danger to the health or safety of any person or property.

Chapter 7.60 Abatement by City.

7.60.010 Authority to abate.

The city may abate a code violation when:

- A. The terms of a voluntary correction agreement pursuant to Chapter 7.20 of the Edgewood Municipal Code (EMC) have not been met;
- B. The deadline for completion of corrective action(s) specified in a notice of code violation issued pursuant to Chapter 7.30 EMC have not been met;
- C. The deadline for completion of corrective action(s) specified in a stop work, cease activity, and/or emergency order issued pursuant to Chapter 7.40 have not been met;
- D. The condition is subject to summary abatement as provided for in EMC 7.60.020 and 7.60.030;
- E. The city condemns a blighted property by resolution pursuant to Chapter 35.80A RCW and after providing notice pursuant to RCW 8.25.290; or
- F. The city obtains an order by a court allowing for abatement by the city.

7.60.020 Summary abatement.

Whenever any code violation causes a condition, the continued existence of which constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the city may summarily and without prior notice abate the condition. As soon as reasonably possible after the abatement, written notice of such abatement, including the reason for it, shall be served upon the person responsible for the violation.

7.60.030 Emergency measures.

In addition to the remedies provided elsewhere, the following emergency measures are authorized to mitigate danger to the general public from dangerous buildings, structures, and/or associated properties:

- A. When there is a public safety hazard, the administrator may request disconnection of utilities.
- B. When there is imminent danger due to an unsafe condition, the code official may order the necessary work to be done, including the boarding up of openings or installation of temporary fencing, to render such building or structure temporarily safe whether or not the legal procedure

herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

C. When necessary for public safety, the public works director or law enforcement officer may temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe buildings or structures, and prohibit the same from being utilized.

D. For the purposes of this section, the administrator is authorized to employ the necessary labor and materials to perform the required work as expeditiously as possible.

E. The city may seek reimbursement for costs pursuant to EMC 7.60.050.

7.60.040 Authorized action by the city.

Using any lawful means, the city may enter upon the subject property and may remove or correct the condition that is subject to abatement. The city may seek such judicial process as it deems necessary to effect the removal or correction of such condition including, but not limited to, seeking an order putting the property into receivership in accordance with Chapter 7.60 RCW and thereby recover from the property the reasonable, necessary expenses of abating the nuisance and returning the property to productive use.

7.60.050 Recovery of costs and expenses related to summary or judicial abatement.

A. The person responsible for the violation shall be responsible for the fines, penalties, liquidated damages, and costs, including incidental expenses, of correcting the violation. The term “incidental expense” shall include, but not be limited to, personnel costs, both direct and indirect, including attorney’s fees and court-related costs; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the city in preparing notices, specifications and contracts, obtaining any required permits, and in accomplishing and/or contracting and inspecting the work and the costs of any required printing and mailing.

B. If the costs incurred by the city for repairs, alterations or improvements, emergency measures, or of vacating and closing, or of demolition and removal are not paid after a written demand upon the persons named as responsible parties, such costs constitute a debt to the city and may be collected by referral to a collection agency in accordance with Chapter 3.55 EMC and RCW 19.16.500 or court proceedings the same as any other debit in like amount which is in addition to

all other existing remedies. In any such action, the prevailing party shall be entitled to recover its reasonably incurred costs, expenses, and fees, including attorneys' fees.

C. If the building or structure is removed or demolished by the city, the administrator shall, if possible, sell the salvable materials from the building or structure and shall apply the proceeds of the sale to the reimbursement of the costs of demolition and removal. Any funds remaining after recovery of the city's costs and expenses shall be paid to the owner and/or persons responsible for the violations.

7.60.060 Nuisance abatement – Special assessment and lien.

A. As authorized by RCW 35A.21.405, the director of the department of community and economic development, or his or her designee, shall be authorized to levy a special assessment on the land or premises where a public nuisance is situated to reimburse the city for the expense of abatement.

B. Prior to levying the special assessment authorized in subsection (A) of this section, the city shall provide the owner and any identifiable mortgage holder with 10 calendar days' advance written notice that a special assessment will be levied on the property. The notice shall provide the estimated amount of the special assessment. The notice shall be sent by regular mail.

C. The special assessment authorized by this section constitutes a lien against the property, and is binding upon successors in title only from the date the lien is recorded with the Pierce County auditor. Up to \$2,000 of the recorded lien is of equal rank with state, county, and municipal taxes.

7.60.070 Interference.

No person shall obstruct, impede, or interfere with the city or its agents, or with any person who owns or holds any interest or estate in any property, in performing any acts necessary to correct the violation. Violation of this subsection shall be a misdemeanor.

Chapter 7.70 Civil Monetary Penalties

7.70.010 Monetary penalty.

A. A civil monetary penalty of \$250.00 per day shall be imposed by the administrator for each separate code violation. The monetary penalties shall begin immediately after the compliance date set by the administrator pursuant to a notice of code violation issued under Chapter 7.30 of the Edgewood Municipal Code (EMC) or an order issued under Chapter 7.40 EMC or Chapter 7.50 EMC.

B. In addition to any penalty that may be imposed by the city, any person who committed a code violation shall be liable for all damage to public or private property arising from such violation, including the cost of restoring the affected area to its condition prior to the violation.

C. Responsibility for violations of the codes enforced under this chapter and the penalties imposed in this section are joint and several, and the city is not prohibited from taking action against a party where other persons may also be potentially responsible for a violation, nor is the city required to take action against all persons potentially responsible for a violation.

7.70.020 Repeat violation.

A repeat violation shall be processed and punished according to the following schedule:

<u>Number of Repeat Violations</u>	<u>Penalty Amount</u>
<u>One</u>	<u>200% of Civil Penalty</u>
<u>Two</u>	<u>400% of Civil Penalty</u>
<u>Three or More</u>	<u>Misdemeanor</u>

7.70.030 Assessment and collection of monetary penalty.

A. The monetary penalty constitutes a personal obligation of the person to whom the notice of code violation issued under Chapter 7.30 EMC or an order issued under Chapter 7.40 EMC or Chapter 7.50 EMC is directed.

B. Within 30 calendar days of the compliance date, either set by a notice of code violation issued under Chapter 7.30 EMC, order issued under Chapter 7.40 EMC or Chapter 7.50 EMC, or decision of the Hearing Examiner, whichever is later, the administrator shall issue a notice of assessment identifying:

1. The penalties imposed under this title for any remaining uncorrected violations;

2. Any other costs and/or damages assessed against the person(s) responsible, pursuant to this chapter;

3. A statement informing the person responsible of the right to appeal the amount of the assessment.

C. Notices of assessment shall be served in the same manner as service of a notice of code violation.

D. Any monetary penalty assessed must be paid to the city within 10 calendar days from the date the notice of assessment.

E. The administrator shall issue additional notices of assessment in 30-day increments until a violation is corrected. Each subsequent notice of assessment may be appealed in the same manner as described in Chapter 7.80 EMC; provided, however, that any such appeal shall be limited to only those penalties incurred since the issuance of the preceding notice of assessment.

F. The administrator is authorized to reissue notices of assessment to correct clerical errors and to take appropriate action to collect the monetary penalty, including but not limited to court action.

G. The administrator is authorized to take appropriate action to collect the monetary penalty, including but not limited to referral to a collection agency in accordance with chapter 3.55 EMC and RCW 19.16.500 or court action. If a court action is instituted to collect the monetary penalty and the city is the prevailing party, the person to whom the notice of violation is directed shall be responsible for the attorney's fees and court costs incurred by the city related to the court action and the court has the authority to award said fees and costs to the city.

7.70.040 Reduction of monetary penalty.

A. Upon written request to the director within 10 calendar days of issuance of final billing, the director is authorized to reduce monetary penalties assessed for first-time violators as follows:

1. Up to 75 percent if a good faith effort was made to reconcile the violation;
2. Up to 90 percent of the final billing upon abatement of the violation and if the ability to abate was impacted by factors beyond the reasonable control of the violator; or
3. Up to 100 percent of the final billing upon abatement of the violation, if the person responsible for the violation is the current owner/occupant or purchaser/occupant of a household on the property under a valid land sales contract and the gross family income is no

more than 80 percent of the Pierce County median income based on the latest information provided by the Washington State Office of Financial Management. Income information shall be verified through the household's latest tax return.

B. The director's decision to reduce or not reduce a monetary penalty shall not be appealable.

7.70.050 Continued duty to correct.

Payment of a monetary penalty does not relieve the person to whom the notice of code violation was issued of the duty to correct the violation.

Chapter 7.80 Appeals

7.80.010 Notice of appeal.

A. The person(s) responsible may file a written request for appeal with the city clerk within seven (7) business days of the date of service of:

1. A notice of code violation issued pursuant to Chapter 7.30 of the Edgewood Municipal Code (EMC);

2. A stop work, cease activity, and/or emergency order issued pursuant to Chapter 7.40 EMC;
or

3. A notice of assessment issued pursuant to Chapter 7.70 EMC.

B. The appeal shall identify the applicable notice or order being appealed and the basis for the appeal, and include payment of the appeal fee as set forth in the City of Edgewood Fee Schedule.

C. The city clerk shall transmit the appeal to the hearing examiner. Any appeal under this section shall be heard by the hearing examiner of the city in accordance with EMC 2.40.090 for review of such decision.

D. If an appeal is not timely filed, the applicable notice or order shall be final.

7.80.020 Appeal hearing.

Upon receipt of an appeal, the hearing examiner shall schedule an appeal hearing to occur no sooner than 10 days nor later than 30 days of the filing of a notice of appeal, unless otherwise agreed by the parties. Notice of the hearing shall be sent by the hearing examiner to the appellant and/or the person(s) named on the applicable notice and order being appealed by personal service or regular mail, or as may be otherwise requested by the parties. At or after the appeal hearing, the Hearing Examiner may:

A. Sustain the applicable notice or order;

B. Withdraw the applicable notice or order;

C. Reduce the penalty amount;

D. Continue the review to a date certain for receipt of additional information; and/or

E. Modify the applicable notice or order, which may include an extension of the compliance date.

7.80.030 Hearing examiner decision.

The hearing examiner shall issue a written decision on any appeal within 10 business days of the hearing, unless the hearing examiner informs the parties in advance of the need for additional time and provides a date that the decision will be issued. The hearing examiner shall provide a copy of the decision to the city, the appellant, and any other parties of record by personal service or regular mail, or as may be otherwise agreed by the parties. The decision of the Hearing Examiner shall be final and conclusive unless appealed.

7.80.040 Appeal of hearing examiner decision.

Decisions of the hearing examiner may be appealed to the Pierce County superior court. Notice of appeal shall be filed and served on all necessary parties within 21 calendar days of the date of decision. Notice of the appeal and any other pleadings required to be filed with the court to initiate the appeal shall be served on the parties within the applicable time period. If the 21-day period ends on a weekend or on a holiday, the following business day shall be the twenty-first day. The appeal shall be a closed record appeal based on the administrative record.

7.80.050 Cost of court appeal.

The cost of transcribing and preparing all records necessary for appeal under EMC 7.80.040 shall be paid for in advance by the appellant.

7.80.060 Stay of daily monetary penalties.

Any ongoing daily monetary penalties imposed pursuant to a notice of code violation issued pursuant to Chapter 7.30 EMC, an order issued pursuant to Chapter 7.40 EMC or Chapter 7.50 EMC, or notice of assessment issued pursuant to Chapter 7.70 EMC shall not be stayed unless a timely appeal is filed pursuant to this chapter.

Title 8 Health and Safety

Chapter 8.05 Health and Welfare

...

8.05.040 Reference to hearing bodies.

To the extent that the attached health and welfare code refers to commissions, board of appeals, ~~hearing examiner~~, or any other similar body, the city council hearing examiner shall serve in all such roles, ~~but retains the right to establish any one or more of such bodies, at any time and without regard to whether any quasi-judicial or other matter is then pending.~~ (Ord. 20-572 § 3 (Exh. C); Ord. 96-17 § 4).

Chapter 8.08 Junk Vehicles

...

8.08.080 Hearing.

A. The property owner or vehicle owner or other person responsible for the violation may request a hearing by submitting such request within 10 calendar days after service of the notice of code violation. When the last day of the period so computed is a Saturday, Sunday, or federal or city holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing and filed with the city clerk.

... C. The hearing shall be held before the ~~code enforcement board as set forth in EMC Title 7~~ community and economic development director. The owner of the land on which the vehicle is located may appear in person at the hearing, or present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle, with the reasons for denial. If it is determined that the vehicle was placed on the property without the consent of the landowner and that the landowner has not subsequently acquiesced in its presence, then the city shall not assess costs of administration or costs of removal against the property upon which the vehicle is located or otherwise attempt to collect the cost from the owner. Costs of removal may be assessed against the registered owner of the vehicle if the identity of the owner cannot be determined, unless the owner in the transfer of ownership of the vehicle has complied with RCW 46.12.650. The city may also provide for the payment to a tow truck

operator or wrecker as part of a neighborhood revitalization program. (Ord. 20-572 § 3 (Exh. C); Ord. 19-540 § 2 (Exh. A)).

DRAFT

Title 13 Surface Water Management and Site Development

Chapter 13.05 Stormwater manual – Site development regulations.

13.05.100 Penalties and enforcement.

... D. Enforcement Actions. The director shall have the authority to enforce this chapter. The director is authorized to issue violation notices, levy fines, recover costs, issue notices of civil infraction, and/or institute both civil and criminal actions in the court. Recourse to any single remedy shall not preclude recourse to any other remedies available to the city. The director is also authorized to issue stop work, cease activity, and/or emergency orders in accordance with Chapter 7.40-40 EMC. Except as otherwise specified, violations of this title shall constitute civil violations subject to enforcement and penalties as set forth in this title and EMC Title 7, Code Enforcement. (Ord. 20-572 § 5 (Exh. E); Ord. 16-482 § 2 (Exh. B); Ord. 05-259 § 1).

Chapter 13.25 Illicit stormwater discharges.

13.25.080 Penalties.

A. Enforcement Actions. The director shall have the authority to enforce this chapter. The director is authorized to issue violation notices, levy fines, recover costs, and/or institute civil and/or criminal actions in the court to the fullest extent allowed by law. The director is also authorized to issue stop work, cease activity, and/or emergency orders in accordance with Chapter 7.40-40 EMC. Except as otherwise specified, violations of this title shall constitute civil violations subject to enforcement and penalties as set forth in this title and EMC Title 7, Code Enforcement. Recourse to any single remedy shall not preclude recourse to any other remedies available to the city. (Ord. 20-572 § 5 (Exh. E); Ord. 16-482 § 2 (Exh. B); Ord. 10-345 § 2 (Exh. A)).

Title 15 Buildings and Construction

Chapter 15.05 Building Construction Codes

15.05.050 Building code.

... U. IBC Section 115.3 Amended. Section 115.3 of the IBC is amended to read as follows:

115.3 Unlawful continuance. Violation of a stop work order constitutes a misdemeanor and shall be subject to the enforcement procedures and penalties set forth in EMC Title 7, Code Enforcement. ~~It is unlawful for any person to continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition. The penalties for violations of stop work orders shall be as established in chapter 7.10-40 EMC.~~

.... (Ord. 21-601 § 1 (Exh. A); Ord. 20-572 § 7 (Exh. G); Ord. 17-501 §§ 1 – 5; Ord. 16-482 § 2 (Exh. D); Ord. 16-478 § 1 (Exh. A); Ord. 10-343 § 1 (Exh. A); Ord. 07-289 § 1; Ord. 04-224 § 1).

15.05.060 Residential building code – Adopted – Amendments.

... M. IRC Section 114 Amended. Section 114 of the IRC is amended to read as follows:

R114.1 Notice to owner or the owner's authorized agent. Upon notice from the building official that work on any building or structure is being executed contrary to the provisions of this code or in an unsafe and dangerous manner, such work shall be immediately stopped. The building official shall follow the procedures in chapter 7.10-40 EMC for the preparation, issuance and service of the stop work order. Appeals of stop work orders shall follow the procedures in chapter 7.10-40 EMC.

R114.2 Unlawful Continuance. Violation of a stop work order constitutes a misdemeanor ~~Any person who continues any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove an unsafe condition,~~ and shall be subject to ~~issuance of a civil infraction and~~ the enforcement procedures and penalties set forth in EMC Title 7, Code Enforcement.

.... (Ord. 21-601 § 1 (Exh. A); Ord. 20-572 § 7 (Exh. G); Ord. 17-501 §§ 6 – 8; Ord. 16-482 § 2 (Exh. D); Ord. 16-478 § 1 (Exh. A); Ord. 10-343 § 1 (Exh. A); Ord. 07-289 § 1; Ord. 04-224 § 1).

15.05.080 Plumbing code.

... C. UPC Section 106 Amended. Section 106 of the UPC is hereby amended to read as follows:

106.3 Penalties. Any person, firm or corporation violating any provision of this Code shall be Guilty of a misdemeanor, punishable by a criminal penalty as set forth in EMC Section 1.10.010, or by imprisonment not exceeding 364 days, or by both such penalty and imprisonment.

106.4 Stop Work Orders. The building official shall use the procedures in chapter 7.40 EMC for the preparation, issuance, and service of stop work orders. Appeals of stop work orders shall proceed as set forth in chapter 7.40 EMC. Violation of a stop work order constitutes a misdemeanor and shall be subject to the enforcement procedures and penalties set forth in EMC Title 7, Code Enforcement.

.... (Ord. 21-601 § 1 (Exh. A); Ord. 20-572 § 7 (Exh. G); Ord. 17-501 §§ 9, 10; Ord. 16-482 § 2 (Exh. D); Ord. 16-478 § 1 (Exh. A); Ord. 10-343 § 1 (Exh. A); Ord. 07-289 § 1; Ord. 04-224 § 1).

15.05.090 Mechanical code.

... F. IMC Section 108.5 Amended. Section 108.5 of the International Mechanical Code shall be amended to read as follows:

108.5 Stop Work orders. Upon notice from the code official that mechanical work is being performed contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. The code official shall follow the procedures in chapter 7.40-40 EMC for preparation, issuance and service of the stop work order. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Violation of a stop work order constitutes a misdemeanor and shall be subject to the enforcement procedures and penalties set forth in EMC Title 7, Code Enforcement. ~~Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to issuance of a civil infraction as set forth in Chapter 7.10 EMC.~~

.... (Ord. 21-601 § 1 (Exh. A); Ord. 20-572 § 7 (Exh. G); Ord. 17-501 §§ 11 – 13; Ord. 16-478 § 1 (Exh. A); Ord. 10-343 § 1 (Exh. A); Ord. 07-289 § 1; Ord. 04-224 § 1).

15.05.100 International Property Maintenance Code.

... P. Section 110.2, amend to read:

Whenever the code official determines that a structure is in violation of the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on ~~the owner, owner's authorized agent or the person or person(s)~~ responsible for the structure or equipment in accordance with EMC Section 7.2030.030. The notice shall be in the form prescribed in EMC Section 7.230.020.

...V. Section 202, add new definition:

Junk Vehicle. "Junk vehicle" means a junk vehicle as defined in EMC 8.08.020, ~~vehicle intended to be self propelled and used for the transport of people, goods, and/or services that meets at least three of the following requirements:~~

~~(i) Is three years old or older;~~

~~(ii) Is extensively damaged, such damage including, but not limited to, any of the following: A broken window or windshield or missing wheels, tires, motor, or transmission;~~

~~(iii) Is without a valid, current license plate or certificate of registration;~~

~~(iv) Is apparently inoperable;~~

~~(v) Has an approximate fair market value equal only to the approximate value of the scrap in it.~~

.... (Ord. 21-601 § 1 (Exh. A); Ord. 20-573 § 1 (Exh. A); Ord. 17-501 §§ 14 – 16; Ord. 16-478 § 1 (Exh. A); Ord. 10-343 § 1 (Exh. A); Ord. 07-289 § 1; Ord. 04-224 § 1).

15.05.110 International Fire Code.

... C. Amendments.

... 112.1 Stop Work Order. The fire code official or building code official may issue a stop work order under the circumstances described in chapter 7.4040 EMC, and shall follow the procedures in chapter 7.4040 EMC for preparation, issuance, and service of stop work orders. Appeals of stop work orders shall follow the procedure in chapter 7.4040 EMC. Violation of a stop work order constitutes a misdemeanor and shall be subject to the enforcement procedures and penalties set forth in EMC Title 7, Code Enforcement.

.... (Ord. 22-631 § 1 (Exh. A); Ord. 21-601 § 1 (Exh. A); Ord. 20-572 § 7 (Exh. G); Ord. 17-501 §§ 17 – 20; Ord. 16-478 § 1 (Exh. A); Ord. 10-343 § 1 (Exh. A); Ord. 07-289 § 1; Ord. 04-224 § 1).



City Of Edgewood Council Agenda Summary Sheet

Subject: Landau Consulting Contract	Agenda Item #: 2.H
	For Agenda of: 12/5/2023
	Prepared by: Dave Gray
Attachments (list): 1. RESOLUTION 23.0xxx, AUTHORIZING THE MAYOR TO EXECUTE A PSA WITH LANDAU ASSOCIATES RE PROLOGIS 2. 2023-10-26 Personal Services Contract - Landau FINAL Fully Executed_11.28.23	
Approval of Materials: Dave Gray Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: Not to Exceed \$32,000. Amount Budgeted: This expenditure is a "pass through" that will be reimbursed by the project developer. Timeline: December 5th Study Session for council review and discussion. December 12th Regular Council Meeting for potential council action on the consent agenda.
11/30/2023 11/30/2023 11/30/2023	

Summary Statement:

As part of the city's review of the prologis permit process, the city requires a review of the environmental impacts of noise created by the change in use created by the development's activities. The city routinely contracts for these types of specialty consulting services. Landau has provide the city specialty consulting services for many years and the city has benefited by the continued use of said consultant.

Item History:

Recommended Action:

Discuss the request for authorization to execute the agreement and secure the services of Landau Associates for the work required to move the permitting process forward.

Fiscal Note/Consideration:

The city will expend a not-to-exceed amount of \$32,000 (the current estimate for the original scope of work is approximately \$23,000). The agreement provides several options for expanding the scope of work based upon discovery during the execution of the original scope, that may requires some additional expenditure to gain completion.

All costs are to be reimbursed by the developer through the permitting provcess.

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH LANDAU ASSOCIATES FOR NOISE STUDY CONSULTING SERVICES ASSOCIATED WITH THE PROLOGIS DEVELOPMENT.

WHEREAS, the City has identified the need to conduct an environmental noise study as part of the Prologis Development project permitting review; and

WHEREAS, the Mayor, acting on the recommendations of Community Development Director Balisky, has tasked staff with securing environmental noise consulting services required for the city's permitting process; and

WHEREAS, Landau Associates has done consulting work for the city for a number of years, provides said specialty consulting services, and was the only qualified respondent to the city's request for proposal; and

WHEREAS, the City performed a diligence evaluation including a review of credentials, the provider's past work product, ensuring competitive rates, finding the provider acceptable. The original scope of work in exhibit A, attached, is for approximately \$23,000. The agreement calls out several options for additional work based upon discovery during the completion of the original scope, which shall not exceed a total of \$32,000. All costs to the city are to be reimbursed by the developer to the city.

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute a personal services agreement with Landau Associates with total expenditures not to exceed \$32,000 dollars, attached hereto as Exhibit A.

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

ADOPTED THIS 12TH DAY OF DECEMBER 2023

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 24th day of October, 2023, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "CITY")

2224 - 104th Avenue E.

Edgewood, Washington 98372

Contact: Mayor Daryl Eidinger

Phone: 253-952-3299

Fax: 253-952-3537

and Landau Associates, Inc., a corporation organized under the laws of the State of Washington, doing business at:

Landau Associates, Inc. (hereinafter the "CONSULTANT")

155 NE 100th St, Ste 302

Seattle, WA 98125

Contact: Amy Maule

Phone: 425-329-0259

Fax: 425-778-3650

for personal services in connection with the following Project:

Prologis Park Environmental Impact Statement

Preparation Support Services - Noise

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. **Terms.** This Agreement shall commence on October 26, 2023, ("Commencement Date") and shall terminate on April 23, 2024 unless extended or terminated in writing as provided herein.

4. **Compensation.**

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.

X TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$22,980, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."

☐ OTHER. _____

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

E. Consultant shall be responsible for all taxes due on payments made under this Agreement.

6. **Discrimination and Compliance with Laws**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Edgewood business license prior to performing any services under this Agreement.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

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

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement 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 the Consultant. The Consultant 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.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 17 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in the designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement, upon final payment of completed scope of services, shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

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

11. Proprietary and Confidential Information. Pursuant to the State of Washington's Public Records Act, RCW Chapter 42.56, all materials received or created by the City are considered public records and must be promptly disclosed by the City upon request unless the RCW or another Washington State statute specifically exempts records from disclosure. These records include but are not limited to proposal submittals, agreement documents, or contract work product.

Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within five business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Consultant shall fully indemnify and hold harmless City as set forth in Section 14.

The City will not assert an exemption from disclosure on Consultant's behalf. If Consultant believes that its records are exempt from disclosure, Consultant may seek an injunction under RCW 42.56.540. Consultant acknowledges that the City will have no obligation or liability to Consultant if the records are disclosed.

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

13. No Conflict of Interest. The Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

14. Indemnification / Hold Harmless. Consultant shall defend (except for professional liability claims), 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 resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity

under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

- A. Limitation of Liability. The Consultant shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by the City or others, however caused. The Consultant's liability under this agreement arising out of the Consultant's negligence shall be limited to the amount of insurance then available to fund any settlement, award, or verdict.
- B. Minimum Scope of Insurance:

The Consultant shall obtain insurance of the types and coverage described 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 independent Consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.
- D. City Full Availability of Consultant Limits. If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant are greater than those

required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

- E. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability 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 Consultant's insurance and shall not contribute with it.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- H. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- I. Failure to Maintain Insurance. Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.

16. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

17. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Daryl Eiding
Mayor
2224 - 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299
Fax: 253-952-3537

Landau Associates, Inc.
Attn: Amy Maule
155 NE 100th St, Ste 302
Seattle, WA 98125

Phone: 425-329-0259
Fax: 425-778-3650

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

18. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained 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 in full force and effect.

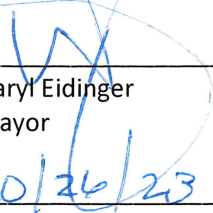
B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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

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

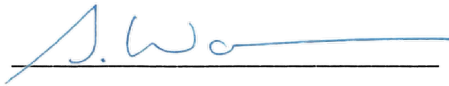
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

By: 
Daryl Eiding
Mayor

Date: 10/26/23

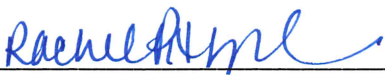
CONSULTANT

By: 
Name: Scott Woerman

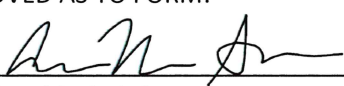
Title: Vice President

Date: 28 November 2023

Attest:

By: 
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: 
Ann Marie J. Soto
City Attorney

April 20, 2023

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

Attn: Morgan Dorner

Transmitted via email to: morgan@cityofedgewood.org

**Re: Proposed Scope of Services and Cost Estimate
Environmental Impact Statement Preparation Support Services – Noise
Prologis Park
Edgewood, Washington**

Dear Morgan:

In response to a determination that the Prologis Park Edgewood project, proposed by Prologis Inc. (Prologis; applicant), is likely to have a significant adverse impact on the environment, the City of Edgewood (City) and AHBL, Inc. (AHBL) have initiated preparation of an Environmental Impact Statement (EIS) for the proposed project. The City and AHBL have requested that Landau Associates, Inc. (Landau) assist with the noise portion of the EIS. As detailed below, Landau's proposed scope of services includes peer review of the applicant's noise studies, a technical noise impacts analysis report of the three EIS alternatives, and technical assistance to City staff and consultants preparing the EIS. Landau has included an optional task to conduct additional analysis if required based on peer review of the applicant's reports. Task 2 will not be initiated without the City's approval.

Proposed Scope of Services

The following scope of services describes the work needed to support the noise portion of the EIS.

Task 1: Peer Review, Reporting and EIS Assistance

Task 1 includes peer review of the applicant's noise studies and is based on the assumption that the applicant's noise reports are technically adequate to address noise impacts to nearby receivers.

- Landau will conduct a peer review of two noise studies completed by the applicant that address alternatives 2 and 3.
- Landau assumes that existing ambient noise levels are adequately addressed by the applicant's noise study.
- Landau will summarize relevant regulations and impact criteria applicable to the proposed project.
- Impacts of the EIS alternatives will be assessed as follows:
 - Noise levels at the potentially impacted receiver locations identified by the applicant (unless additional analysis, optional Task 2, is requested by the City) will be compared

both to the measured baseline noise levels and to the maximum permissible noise levels identified for each applicable receiver location.

- Landau will base the analysis on estimated noise levels provided in the applicant's noise studies unless additional analysis (optional Task 2) is requested by the City.
- Landau's analysis will include a qualitative discussion of exempt noise sources (e.g., construction, backup alarms).

Task 1 Deliverables

To communicate findings of the peer review, Landau will provide a marked-up version of the applicant's noise studies with an email summary of significant findings. This scope includes a virtual meeting to discuss the peer review findings and next steps.

Landau proposes to provide one technical noise impact analysis addressing three project alternatives, including a no-action alternative. Landau will provide two versions of the impact analysis:

- Draft technical report for City review
- Final technical report for incorporation into the Draft EIS.

Landau will provide technical assistance to City staff and the City's consultant preparing the EIS in the form of email and telephone correspondence and review of Draft and Final EIS text.

Optional Task 2: Additional Analysis

Landau's preliminary review of the noise study suggests that, for the EIS analysis, additional context and analysis may be needed including an independent assessment of impacts. The following additional analysis can be integrated into the technical noise impacts analysis report if authorized by the City based on the results of Landau's peer review.

- Re-evaluate potentially impacted receiver locations and Environmental Designation for Noise Abatement (EDNA) classifications based on existing land uses and zoning.
- Calculate predicted sound levels at sensitive receiver locations from noise associated with the following, using measured and publicly available data:
 - Onsite and offsite truck traffic
 - Trucks idling and pulling out of parking/loading areas
 - Noise associated with truck loading and unloading
 - Noise from truck-mounted refrigerated containers
 - Cooling/ventilation equipment for buildings.
- Conduct a screening-level assessment (model) of potential roadway noise levels along up to three major arterials used for trips to and from the project area.
- Noise levels will be compared both to the measured baseline noise levels and to the maximum permissible noise levels identified for each applicable receiver location.

Optional Task 2 Deliverables

Landau will integrate the results of the optional Task 2 analysis into the deliverables described under Task 1 in the form of figures, tables, text, and/or appendices, as appropriate. No additional reports will be produced as part of Task 2.

Assumptions

Landau's proposed scope of services is based on the following assumptions:

- A site visit and baseline noise measurements will not be required. The addition of baseline noise measurements would require a scope and budget amendment.
- Modeling of onsite operational and vehicular noise is included in Task 2, as is screening-level modeling of offsite vehicular noise. Detailed modeling of offsite vehicular noise will not be necessary. The addition of detailed offsite traffic noise modeling would require a scope and budget amendment.
- This task does not include responding to public comments on the Draft EIS. Additional analysis and/or reporting in response to public comments would require a scope and budget amendment.
- The Draft and Final EIS text will be written by others based on the technical report. Landau will provide up to 8 hours to assist with review of the Draft and Final EIS documents.

Estimated Cost and Terms/Conditions

The estimated cost for the above-described scope of services is shown in Table 1 below, to be invoiced on a time-and-expenses basis, in accordance with the attached Compensation Schedule and General Conditions (or City contracting documents, if provided), which are hereby made a part of this agreement.

Table 1: Estimated Costs

Task	Budget Estimate
Task 1: Peer Review, Reporting and EIS Assistance	\$ 11,800
Optional Task 2: Additional Analysis	\$ 11,180
Total	\$ 22,980

The proposed budget will not be exceeded without obtaining authorization from the City.

Authorization

To authorize Landau's services, please sign the Authorization below and return a copy of this proposal, or provide us with contracting documents.

* * * * *

Landau appreciates the opportunity to submit this proposal and anticipates its favorable review. If you have questions or comments, please contact Amy Maule at 425.329.0259.

LANDAU ASSOCIATES, INC.



Amy Maule
Senior Scientist



Kristen Wallace
Principal

AEM/KLW/ccy
2023-0866

X:\C_Edgewood\2023-02_Prologis Park EIS Noise and Wetlands\Landau_PrologisPark_prop - 04-20-23.docx

Attachments: 2023 Compensation Schedule
General Conditions

AUTHORIZATION

The scope of services and contractual conditions as described in this proposal and its attachments are accepted and Landau Associates, Inc. is authorized to proceed.

By

Signature*

Printed

For

Firm*

Date

*Name of person with contractual authority and firm responsible for payment of Landau Associates, Inc. billing.

City of Edgewood
Environmental Impact Statement Preparation Support Services – Noise
Prologis Park
Edgewood, Washington



COMPENSATION SCHEDULE–2023

Personnel Labor	Hourly Rate
Senior Principal	335
Principal	310
Senior Associate	285
Associate	260
Senior	235
Senior Project	210
Project	190
GIS Analyst / CAD Designer	190
Senior Staff	175
Staff / Senior Technician II	160
Data Specialist	160
CAD / GIS Technician	150
Project Coordinator	135
Assistant / Senior Technician I	125
Technician	110
Support Staff	95

Expert professional testimony or the preparation thereof for court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

GENERAL CONDITIONS



SERVICES TO BE PROVIDED – Landau Associates agrees to provide Client, for Client’s sole benefit and exclusive use, the consulting services identified in Landau Associates’ proposal (the Services). The proposal, together with these general conditions, form the Agreement under which the Services will be performed and shall have control over any other forms or agreements unless expressly modified in writing and signed by Client and Landau Associates. This Agreement gives no rights or benefits to anyone other than Client and Landau Associates. The Services are limited to those expressly set forth in the proposal. If a service is not specifically identified, it is expressly excluded. Landau Associates shall have no other obligations, duties, or responsibilities except as expressly provided in this Agreement. Client expressly agrees that Landau Associates shall have no responsibility for construction means, methods, or safety.

DIFFERING CONDITIONS – Landau Associates shall be entitled to rely on the accuracy and completeness of all testing, services, reports, data, and other information furnished by Client regarding the project site. If Landau Associates believes that any condition encountered at the site or during the course of the project is inaccurate or differs materially from that indicated, reflected, or referred to at the time of Landau Associates’ proposal, Landau Associates shall notify Client within a reasonable time. Such differing conditions shall include but are not limited to: access, physical conditions such as subsurface conditions or underground utilities, condition of existing structures, and the presence of asbestos or any substance or material categorized as hazardous or toxic by federal, state, or local laws and regulations. Landau Associates shall not be required to continue performing the Services until such time as a change in compensation, time for performance, and/or other resolution of the differing condition has been mutually agreed to by Client and Landau Associates.

OWNERSHIP OF DOCUMENTS – Unless otherwise agreed as evidenced by mutual written confirmation, all logs, notes, calculations, reports, and other documents (“Work Product”) prepared by Landau Associates are instruments of service and are the property of Landau Associates. Client is responsible for appropriate use of the Work Product and recommendations by Landau Associates. Any and all such Work Product and recommendations are provided for the specific project(s), as identified; any reuse of the same for extensions of a project, or disregard for or deviation from Landau Associates’ recommendations, or for use on any other project, shall be at Client’s sole risk and without liability to Landau Associates. Client shall not, absent prior written agreement, use any Landau Associates Work Product if Landau Associates’ Services have been terminated prior to completion or Landau Associates has not been paid in full. Client shall release, defend, indemnify, and hold Landau Associates harmless from all claims, losses, liabilities, damages, expenses, and costs arising out of the unauthorized use or reuse of the Work Product.

STANDARD OF CARE – Landau Associates’ services will be performed with the degree of skill and diligence normally employed by engineering or other professionals performing similar services in the project area at the time Services are performed. No other warranty or representation, either express or implied, is included or intended in our proposals, contracts, reports, and communications.

INSURANCE – Landau Associates, at its own expense, carries professional liability, workers’ compensation, and employer’s liability coverage as required by applicable state law, and general liability insurance, including automobile liability. The amount of insurance available may vary from year to year. The professional liability insurance is written on a claims-made basis. If Client desires insurance coverage in addition to that carried by Landau Associates at the time of the Agreement, Landau Associates will cooperate to obtain such additional insurance, if available, at Client’s expense.

LIMITATION OF LIABILITY – Landau Associates shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by Client or others, however caused. Landau Associates’ liability under this Agreement shall be limited as follows: (a) for insured liabilities arising out of Landau Associates’ negligence, to the amount of the insurance then available to fund any settlement, award, or verdict; (b) for uninsured liabilities, to an amount not to exceed the total fee paid under this Agreement or \$50,000, whichever is greater.

For services involving subsurface explorations including excavations and drilled borings, Landau Associates will use good-faith efforts to identify subsurface utilities and structures through the following methods: Review of Client-provided information (which Landau Associates shall be entitled to rely on), notifying the Utility Notification Center to request the marking of public utilities, and contracting with private locating services to mark private utilities and public utilities not marked on private property by utilities responding to the Utility Notification Center location request. Landau Associates shall not be liable for damage to utilities or other subsurface structures not identified through its good-faith efforts, including, but not limited to, non-conductible utilities that cannot generally be located using standard locating techniques.

PERSONAL LIABILITY – No employee of Landau Associates shall incur personal liability to Client related to the Services.

INDEMNIFICATIONS – Client acknowledges that Landau Associates is not responsible for the creation or presence of contamination or pollution, if any, at the property. Client agrees to release, indemnify, and defend Landau Associates and any of its officers and employees from and against any claim, suit, action, or liability due to or related to contamination conditions at the property except to the extent such claim, suit, action, or liability is caused by the negligence of Landau Associates. For the purposes of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, surface water, or sediment of or near the property. Landau Associates will promptly notify Client of contamination conditions, if identified.

SITE SUPERVISION – Landau Associates has no overall supervisory authority or actual and/or direct responsibility for the specific working conditions at the site and/or for any hazards resulting from the actions of any trade contractor. Unless expressly provided in the scope of services, Landau Associates has no duty to inspect, supervise, note, correct, or report any health or safety deficiencies of Client, contractors, or other entities or persons at the project site not employed or subcontracted by Landau Associates.

PAYMENT – Invoices for Landau Associates’ services will be issued monthly, payable upon receipt. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney’s fees or other costs incurred by Landau Associates in collecting any delinquent amount shall be paid by Client. If the Client fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after Landau Associates gives Client notice of such failure, Landau Associates shall have the right to immediately terminate this Agreement and the Services provided hereunder. The right to terminate shall be without liability to Landau Associates and shall be in addition to all other legal, equitable, or contractual remedies available to Landau Associates. Client shall have no right of setoff against any billings of Landau Associates for disputed claims or withholding of services.

SUSPENSION OR TERMINATION – If Client requests suspension or termination of our services prior to completion, Landau Associates reserves the right to complete such analyses and records as are necessary to place the files in order, and, when necessary to protect our professional reputation, to complete a report on the services provided to date. Client shall compensate Landau Associates for personnel time and all reasonable expenses at current rates for work completed prior to suspension or termination and for work required to accomplish such closing.

TIME BAR TO LEGAL ACTION – The parties agree that all legal actions by either party against the other concerning the Services provided under this Agreement shall be barred two (2) years after the completion of Services by Landau Associates.

GOVERNING LAW – This Agreement shall be governed by Washington law unless otherwise mutually agreed upon in writing.

SEVERABILITY AND SURVIVAL – In the event that any provision of this Agreement shall be held invalid and unenforceable by a decision of a court of competent jurisdiction, the remaining provisions shall be valid and binding. All terms of this Agreement allocating or limiting liability shall survive the completion of the Services hereunder and the termination of this Agreement.