CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA

Tuesday, December 3, 2024 – 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 Council Sub-Committee Update
   - **B.** SB 5290 Review Process Code Updates
   - **C.** Comprehensive Plan Periodic Update & Current Zoning Map Update
   - **D.** General Sewer Plan Update
   - **E.** On-Call Consultant Contracts
   - **F.** 2025 Budget Discussion & 2024 Adjustment
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

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

City Of Edgewood
Council Agenda Summary Sheet

Subject: Equity, Diversity, and Inclusion Council Sub-Committee Update	**Agenda Item #: 2.A**
	For Agenda of: 12/3/2024
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	

Approval of Materials:		**Expenditure Required:**
Jill Schwerzler-Herrera		**Amount Budgeted:**
Rachel Pitzel, Assistant City Administrator	11/25/2024	**Timeline:** Topic to be added to all future Study Sessions (see item history below)
Dave Olson	11/25/2024	

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: SB 5290 Review Process Code Updates	**Agenda Item #: 2.B**
	For Agenda of: 12/3/2024
	Prepared by: Jeremy Metzler

Attachments (list):

1. ExA - DRAFT EMC 18.20 Redlines
2. ExB - DRAFT EMC 18.40 Redlines
3. ExC - DRAFT EMC 18.95 Redlines
4. ExD - DRAFT EMC 16.04 Redlines
5. ExE - DRAFT EMC 18.90 Redlines
6. ExF - SB 5290 Consistency Checklist

Approval of Materials: Jeremy Metzler Dave Olson 11/27/2024	**Expenditure Required:** N/A
	Amount Budgeted: N/A
	Timeline: 12/03/2024 SS 12/09/2024 Planning Commission Recommendation 12/10/2024 RCM

Summary Statement: In the 2023 Regular Session, the 68th Legislature unanimously passed Second Substitute Senate Bill 5290 (SB 5290), which made various amendments to Revised Code of Washington (RCW) Chapter 36.70B, Local Project Review. This state law is intended to ensure predictability and consistency in the local permit review process. An emergency interim ordinance was passed by City Council on July 25, 2023 (Ordinance 23-0647) to address the sections of SB 5290 that became effective on July 23, 2023, then extended on July 9, 2024 (Ordinance 24-0665) to allow staff and the Planning Commission (PC) until the end of this year to work through the remaining sections. A copy of SB 5290 is provided here: 5290-S2.SL.pdf (wa.gov).

Section 7 of SB 5290 becomes effective on January 1, 2025, and it includes significant updates to permit processing timelines, mandatory reporting, and various incentives and penalties for failing to process permits in a timely manner (also tied to Section 8 of SB 5290). Exhibits A through E (attached) are suggested redlines to EMC Title 18 to satisfy the changes required by Section 7 of SB 5290, which includes making permanent the interim changes under Ordinances 23-0647 and 24-0665. Exhibit F is a crosswalk table with the relevant sections of RCW 36.70B and how they relate to the affected sections of EMC Title 18. The following is a list summarizing the affected sections of EMC:

- EMC 18.20.190 – Definitions of “Project permit”
- EMC Chapter 18.40 – Procedures for Land Use Permits and Decisions
- EMC 18.95.020(B)(4) – Design Standards, Applicability, Interior alterations

In addition to SB 5290 required revisions to EMC 18.40, staff has provided additional redlines to remove unnecessary inefficiencies, and redundant and convoluted code language in-line with the intent of SB 5290. Examples of these updates include renaming and restructuring the “quasi-judicial map amendment” section into a simpler “site-specific rezone” process, consolidating the process procedures, and creating new sections for Administrative Appeals (EMC 18.40.210) and Judicial Appeals (EMC 18.40.220). The suggested revisions would eliminate approximately 10 pages of unnecessary municipal code.

The Exhibits attached herewith are the result of review and discussions with the PC and City Attorney, and the PC is expected to make their formal recommendation to the City Council at their December 9, 2024 regular meeting. Pending discussion this evening, staff is prepared to bring forward an adopting ordinance at next week's regular council meeting.

Item History:
Packet materials and recordings of relevant Planning Commission Meetings are available here: 10/14/2024, 11/06/2024.

Recommended Action:
Hold a discussion and provide staff guidance regarding SB 5290 Review Process Code Updates

Fiscal Note/Consideration:
N/A

Exhibit A

18.20.180 O definitions.

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"Open record hearing" means a hearing held by a decision-making body that is authorized by the city to conduct such hearings, that creates the city's record through testimony and submission of evidence and information, under procedures prescribed by the city by ordinance or resolution. This includes an open record appeal hearing.

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18.20.190 P definitions.

…

"Project permit" means any land use or environmental permit or license required from the city of Edgewood for a project action, including but not limited to ~~building permits,~~ site development permits, fill and grade permits, subdivisions, binding site plans, planned unit developments, conditional uses, site plan(s), shoreline substantial development permits, development plan review, site specific rezones ~~authorized by the comprehensive plan~~which do not require a comprehensive plan amendment; but excluding adoption or amendment of ~~the~~ a comprehensive plan, subarea plan or ~~and~~ development regulations~~, zoning of newly annexed land, area-wide rezones, and zoning map amendments~~ except as otherwise specifically included in this subsection.

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Exhibit B

Chapter 18.40

PROCEDURES FOR LAND USE PERMITS AND DECISIONS

Sections:

18.40.010 Purpose.
18.40.020 Permit required.
18.40.030 Exclusions from permit requirements.
18.40.040 Coordination of development permit procedures.
18.40.050 Certain regulatory authority not affected.
18.40.060 Terminology and methods used.
18.40.070 Process types.
18.40.080 Process I – Minor a~~A~~dministrative approval.
18.40.090 Process II – Major a~~A~~dministrative action.
18.40.100 Process III – Hearing examiner action.
18.40.110 ~~Quasi-judicial map amendments—Purpose~~Process IV – Site-specific Rezones.
~~18.40.111 Administration of quasi-judicial map amendments.~~
~~18.40.112 Procedure for quasi-judicial map amendments.~~
~~18.40.113 Requirements for a complete quasi-judicial map amendment application.~~
~~18.40.114 Criteria for approval of quasi-judicial map amendment.~~
~~18.40.115 Conditioning.~~
~~18.40.116 Deadline for final decision.~~
~~18.40.117 Expiration.~~
18.40.120 Process V – Legislative review.
18.40.130 Preapplication conference.
18.40.140 Project permit applications.
18.40.150 Determination of completeness ~~(RCW 36.70B.070)~~.
18.40.160 Incorrect applications.
18.40.170 Referral of applications.
18.40.180 Notice of application ~~(RCW 36.70B.060)~~.
18.40.190 Notice of public hearing.
18.40.200 Notice of Decision.
18.40.210 Administrative appeals.
18.40.220 Judicial appeals.

18.40.010 Purpose.

The purpose of this chapter is to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the provisions of this chapter.

18.40.020 Permit required.

A permit, discretionary or zoning decision shall be issued by the community development director or designee according to the provisions of this title for all development activities and uses located within the city, except as excluded by EMC 18.40.030, Exclusions from permit requirements. The building code official shall not issue a building permit for the construction, reconstruction or alteration of a structure or a part of a structure for which a zoning decision is required but has not been issued. The community development director or designee shall not issue a project permit, discretionary or zoning decision for the improvement or use of land that has been previously divided or otherwise developed in violation of this title, regardless of whether the permit applicant created the violation, unless the violation can be rectified as part of the development.

18.40.030 Exclusions from permit requirements.

Except as indicated otherwise, an activity, development or use listed below is excluded from the requirement for a project permit, discretionary, or zoning decision. Exclusion from the requirements of a permit under this title does

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not exempt the development or its use from applicable requirements of this title or other applicable federal, state and local regulations.

A. Landscaping of a single-family detached dwelling that does not involve a structure, grading, fill, excavation or otherwise require a permit.

B. Fences less than or equal to six feet in height and not obstructing the clear line of vision of vehicular traffic approaching the location from any street or driveway. Fences greater than six feet in height require a building permit and must meet applicable setback standards.

C. A change internal to a building or other structure that does not substantially affect the use of the structure and that does not require a building permit.

D. Structures less than 120 square feet and less than 10 feet in height are not subject to a development permit, but are required to meet all appropriate setbacks as listed in EMC 18.90.150, Setback standards, when placed on the owner's property where the owner resides. No structures may be placed on a lot so as to obstruct the clear line of vision of vehicular traffic approaching on any street or from a driveway.

E. Any emergency measures necessary for public safety or protection of property. The city shall be notified of any emergency work performed under this provision within seven (7) calendar days. Upon resolution of the emergency, the property owner must either restore the site to its original condition or comply with the requirements of this title, EMC Title 13, EMC Title 14, and EMC Title 15 ~~Pierce County Code (PCC) 17A~~ within 60 days. The city may extend the 60-day time limit when the property owner can show reasonable cause for the delay.

F. Agricultural uses.

G. The establishment, performance, construction, or installation of residential accessory uses that do not involve or otherwise require a city permit, license or approval.

H. The establishment, construction or termination of a public utility facility that directly serves development authorized for any area, including such facilities as a private or public street, sewer, water line, electrical power or gas distribution line, or telephone or television cable system, that do not otherwise require a city permit, license or approval.

I. Installation or construction of an accessory structure that does not require a building permit.

J. The stockpiling or broadcasting of less than 50 cubic yards of landscape material, pursuant to EMC 13.05.010(L), ~~such as topsoil, peat, sawdust, mulch, bark, or chips, not to exceed SEPA exemption levels~~.

18.40.040 Coordination of development permit procedures.

A. The community development director or designee shall determine the proper procedure for all applications using EMC 18.40.070, Process types. If there is any question as to the appropriate application process ~~for a given application, the community development director or designee shall resolve it in favor of~~ the higher processing ~~number~~ procedure shall prevail. ~~Process I is the lowest number procedure and Process V is the highest.~~

B. At the city's sole discretion, an application that involves two or more procedures shall be processed collectively ~~at the city's sole discretion,~~ under the highest numbered procedure required for any part of the application. Public hearings with other agencies shall be processed according to EMC 18.40.190, Notice of public hearing.

~~C. Abbreviated findings shall be restricted to Process I and II, where little or no discretion is needed to make a decision. The decision may serve as a permit if all requirements are met.~~

~~D~~C. ~~Except for Process V procedures, all~~All city actions on project permits shall be completed in the time periods ~~establi~~established in EMC 18.40.200. ~~, including resolution of all local appeals shall be complete within 120 days of determination of a completed application. This 120-day period may be extended for a reasonable period of time at the request of the applicant pursuant to EMC 18.40.150, Determination of completeness.~~

18.40.050 Certain regulatory authority not affected.
An application for a land use approval may be denied or approved conditionally under the authority of the city to protect and enhance the public safety, health, and general welfare, and under the State Environmental Policy Act, even though the applicant has attained a vested right against enforcement of an ordinance which changes the regulations, codes, or procedures affecting the land use action.

18.40.060 Terminology and methods used.
~~The community development director or designee shall be responsible for the coordination of the project permit application and decision-making procedures and shall only issue a permit or grant an approval to an applicant whose application and proposed development is in compliance with the full provisions of this title. Before issuing any permits or approvals, the community development director or designee shall be provided with sufficient detail to establish that an application is in full compliance with the requirements of this title.~~

A. For purposes of this title, certain terms or words used in this title shall be interpreted as follows:

1. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.

2. The word "shall" is mandatory; and the word "may" is permissive.

3. The word "used" or "occupied" includes the words "intended, designed or arranged to be used or occupied."

B. In computing time for the purposes of this title, the following apply:

1. "Day" means calendar day.

2. The day that a notice or decision is issued shall not be included in the comment or appeal period, respectively.

3. The last day of the comment and appeal periods shall be included unless it is a Saturday, Sunday, a day designated by RCW 1.16.050 or by the city's ordinances as a legal holiday, then it also is excluded, and the comment / appeal filing must be submitted / completed by the next business day.

~~4. The day that a decision is issued shall not be included in the appeal period.~~

~~5. The last day of the appeal period shall be included unless it is a Saturday, Sunday, a day designated by RCW 1.16.050 or by the city's ordinances as a legal holiday, then it also is excluded and the filing must be completed on the next business day.~~

C. Distances will be measured by following a straight line, without regard to intervening structures or improvements~~buildings~~, from the nearest point of the property or parcel upon which the proposed use is to be located, to the nearest point of the parcel, critical area boundary/delineation and related buffers, ~~or wetland delineation line, ordinary high water line~~ or the zoning district boundary line from which the proposed use is to be separated.

18.40.070 Process types.
Permit applications for review ~~pursuant to this section~~ shall be classified as a Process I, Process II, Process III, or Process IV action, all of which are administrative in nature. Process V actions are legislative in nature. All land use permit applications and decisions are categorized by process type as set forth in this chapter. ~~The differences between the processes are generally associated with the different nature of the decisions and the decision-making body.~~ Please refer to Table 1: Application Processing Type below:~~as described in Table 1 below.~~

Commented [RS1]: Check consistent use of "calendar days" or "days" throughout section.

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Table 1: Application Processing ~~Procedures~~ Type

	Process I Minor Administrative Approval	Process II Major Administrative Action	Process III Hearing Examiner Action	Process IV Quasi-Judicial ~~Rezones~~Action	Process V Legislative Action
Permits	Administrative interpretations; Boundary line adjustments; Building permit; Design standards review; Final binding site plan; Subdivision Modification; Short Subdivision Modification; Final short plat; Limited home business; Manufactured or mobile home permit; ADU approval; Site development permit; Sign permit; Temporary sign permit; Temporary use; Tree removal permit; Zoning decisions	Administrative uses; Administrative variance; Binding site plan per EMC 16.05.050(B); Home business; Master plan; Environmental review; Short plat; Short plat amendment	Binding site plan per EMC 16.05.050(A); Conditional uses; ~~Plat amendment;~~ Preliminary plat; Public facilities permits; Reasonable use permit; variances; Residential cluster development	Site-Specific Rezone; ~~Comprehensive plan map and text amendments;~~ **Final plat **No hearing or recommendation required from planning commission	Ordinance text or area-wide map change; Annexation; Adoption of new planning-related ordinances
Impacts	Minimal or no effect on others, so issuance of permit is not dependent on others	Application of the standards may require some knowledge of impacts and effect upon others	Potential significant effect on some persons or broad impact on a number of persons	Potential significant effect on some persons or broad impact on a number of persons	Potential significant effect on some persons or broad impact on a number of persons
Recommendations	NA	NA	Staff	Planning commission **except as noted above	Planning commission
Decision-Making Body	Designee	Designee	Hearing examiner	City council	City council
Appeal	Mayor	Hearing examiner	City council	State agencies, Pierce County superior courts	State agencies, Pierce County superior courts
Notice/Comment	~~Participation of applicant only~~Not Required	Nearby property owners invited to comment on an application	In addition to applicant, others affected invited to present initial information	In addition to applicant, others affected invited to present initial information	Anyone invited to present information

A. This section is intended to provide procedures for the processing of permits pursuant to the requirements of Chapter 36.70B RCW, including, but not limited to, preapplication conferences, SEPA consistency, determination of completeness, notice of application, public notice, public hearing and appeal processes for review of project permits. If the procedural requirement of this title were in direct conflict with the state statute, then the state statute would apply.

B. All ~~Process III, and Process IV permits, and any Process I and Process II~~ permits that are subject to environmental review under SEPA (Chapter 43.21C RCW and EMC Title 20) are subject to the provisions of EMC 18.40.090~~, Process II – Administrative action~~. An environmental checklist shall be submitted in conjunction with the submittal of a project permit application subject to EMC 18.40.140~~, Project permit applications~~. One environmental threshold determination shall be made for all related project permit applications. The city will not issue a threshold determination, other than a determination of significance (DS), prior to the submittal of a complete project permit application and the expiration of the public comment period in the notice of application pursuant to EMC 18.40.180~~, Notice of application~~, but may utilize the public notice procedures as outlined in EMC 18.40.190~~, Notice of public hearing~~, to consolidate public notice.

C. The following permits or approvals are specifically excluded from the procedures set forth in this chapter:

1. Landmark designations (see Chapter 12.22 EMC).

2. Street vacations (see Chapter 12.14 EMC).

3. Street use permits (see Chapter 12.16 EMC).

4. Building permits which are categorically exempt from environmental review under SEPA or that do not require street improvements, boundary line adjustments, or other construction permits, pursuant to RCW 36.70B.140.

5. Administrative approvals which are categorically exempt from environmental review under SEPA, pursuant to Chapter 43.21C RCW and EMC Title 20, SEPA, for which environmental review has been completed in connection with other project permits.

D. Consolidated Permit Review Process. Pursuant to the provisions of this Chapter, ~~T~~the applicant may elect to consolidate two or more development related permits for one project action and submit the applications simultaneously. The review process for ~~land use~~consolidated permits shall follow the provisions of this Chapter. Consolidated permits submitted for the same site with different process types will follow the higher process decision type set forth in Table 1: Application Processing Type, above.

1. Project permit approval prior to building permit application.

i. An applicant who files an application for any project permit prior to the filing of a valid and complete application for a building permit shall be deemed to have specifically acknowledged that the acceptance and processing of such project permit application shall in no way establish or create a vested right to proceed with construction of any proposed project in accordance with the codes, ordinances, or regulations existing at the time of filing of such application, or at any time thereafter, prior to the filing of a valid and complete building permit application.

2. Project permit approval together with building permit application.

i. If project permit approval was not obtained prior to building permit application, the building permit approval is subject to obtaining any required project permit approval and shall not be issued until such project permit approval is obtained.

ii. An applicant who fails to obtain any required project permit approval prior to submitting a building permit application shall be deemed to have specifically acknowledged that the building permit application may expire prior to a decision on any such project permit application, and that the building permit application is made at the applicant's own risk.

~~(Ord. 16-469 § 2 (Exh. A); Ord. 15-448 § 2 (Exh. A); Ord. 07-288 § 2; Ord. 06-269 § 5; Ord. 03-203 § 1).~~

18.40.080 Process I – Minor ~~A~~administrative approval.

A. ~~Various provisions of this chapter indicate that certain developments, activities, or uses are permitted only if approved using Process I.~~ Under Process I, the community development director or designee is authorized to make administrative decisions based on certain criteria as set forth in this title or chapter. ~~Any Process I application not categorically exempt from the State Environmental Policy Act, WAC 197-11-800, shall be reviewed pursuant to the procedural requirements of Process I of this chapter. Any appeals of the designee decision under this process may be appealed to the mayor as provided for in this process.~~

B. Purpose of Review.

1. To review a proposal for compliance with the provisions of this chapter and all other applicable law.

2. To ensure that the health, safety, and welfare of the citizens of the city is preserved.

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3. To provide an expedient and reasonable land use review process for administrative decisions and interpretations of this chapter.

C. Applications. The project permit is subject to EMC 18.40.150, Determination of completeness.

~~1. Any person, personally or through an agent, may make application for a Process I land use decision.~~

~~2. The applicant shall file a completed land use application. Accompanying the application shall be a written response to the decisional criteria as set forth in this chapter for a particular use or activity.~~

~~3. With the application, the applicant shall submit the fee as set forth in the city of Edgewood fee schedule. The application shall not be accepted unless it is accompanied by the required fee.~~

~~4. The community development director or designee may modify the submittal requirements as deemed appropriate.~~

~~5. An application for an administrative decision shall be routed to the community development department. The community development director or designee may route for comment an application to other staff members or departments.~~

D. In making a decision on the application, the community development director or designee may approve or approve with conditions the application only if it is consistent with all applicable development regulations and the provisions of this chapter.

E. Notice of Decision. The project's notice of decision shall comply with time periods and standards provided in EMC 18.40.200, Notice of Decision

E~~D~~. Appeals.

~~1.~~ The applicant and any person who received notice of the administrative decision under this section may appeal the administrative decision to the mayor in an open record appeal as set forth in EMC 18.40.210, Administrative appeals.

~~2. The appeal, in the form of a letter of appeal, must be delivered to the community development department within 14 calendar days after issuance of the administrative decision. The letter of appeal must contain:~~

~~a. A statement identifying the administrative decision being appealed, along with a copy of the administrative decision;~~

~~b. A statement of the alleged errors in the administrative decision, including identification of specific factual findings and conclusions of the community development director or designee disputed by the person filing the appeal; and~~

~~c. The appellant's name, address, telephone number and fax number, and any other information to facilitate communications with the appellant.~~

~~3. The person filing the appeal shall include, with the letter of appeal, the applicable appeal fee, as set forth in the city of Edgewood fee schedule. The appeal will not be accepted unless it is accompanied by the required fee.~~

~~4. Appeals of an administrative decision will be reviewed and decided upon using the process for appeals outlined in, EMC 18.40.090, Process II – Administrative action.~~

18.40.090 Process II – Major ~~A~~administrative action.

A. ~~Various provisions of this chapter indicate that certain developments, activities or uses are permitted only if approved using Process II.~~ Under Process II, the community development director or designee will make the initial land use decision based on written comments and information. ~~Appeal of the decisions will be decided by the hearing examiner after an open record appeal.~~

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B. Purpose of Review. In addition to the purpose stated under EMC 18.40.080(B) above, Process II ~~has the following purposes:~~

~~1. Review the proposal for compliance with the provisions of this chapter and all other applicable law.~~

~~2. H~~helps ensure that the proposal is coordinated, as is reasonable and appropriate, with other known or anticipated development on private properties in the area and with known or anticipated right-of-way and other public improvement projects within the area.

C. Applications. The project permit is subject to EMC 18.40.150, Determination of completeness.

~~1. Any person may, personally or through an agent, apply for a decision regarding property he or she owns.~~

~~2. The applicant shall file a completed application in the community development department on the form provided by the department. The applicant shall also provide all information or material that is specified in the provision of this chapter that describes the decision applied for, all information specified in EMC 18.40.150, Determination of completeness, and any additional information or material that the community development director or designee determines is reasonably necessary for a decision on the matter.~~

~~3. With the application, the applicant shall submit the fee as set forth in the city of Edgewood fee schedule. The application will not be accepted unless it is accompanied by the required fee.~~

~~4. The city will apply EMC 18.40.150, Determination of completeness, to determine if an application is complete.~~

~~5. A determination of completeness shall not preclude the city from requesting additional information or studies, either at the time of the letter of completeness or subsequently, if new information is required or substantial changes in the proposed action occur.~~

D. The State Environmental Policy Act (SEPA) applies to some of the decisions that will be made using this process. The community development director or designee shall evaluate each application ~~and, where applicable, comply with the State Environmental Policy Act and with state regulation and city ordinances issued under the authority of the State Environmental Policy Act.~~pursuant to Chapter 20.05 Environmental Review - The State Environmental Policy Act (SEPA).

E. Official File.

1. The community development director or designee shall compile an official file on the application containing the following:

a. All application material submitted by the applicant.

b. All written comments received on the matter.

c. The written decision of the community development director or designee.

~~d~~2. If the decision of the community development director or designee is appealed, the following will be included in the file:

~~i~~a. The letter of appeal.

~~ii~~b. All written comments received regarding the appeal.

~~iii~~c. The staff report regarding the appeal.

~~iv~~d. The electronic audio recording of the hearing on the appeal.

~~v~~e. The decision of the hearing examiner on the appeal.

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~~v~~if. Any other information relevant to the matter.

~~2~~3. ~~The official file is a public record. It is available for inspection and copying in the community development department during regular business hours.~~

F. Application Noticing. The project permit is subject to EMC 18.40.180, Notice of application. ~~The community development director or designee shall, within 14 days of issuing a letter of completeness on the proposal, prepare a notice of application containing all information specified in EMC 18.40.180, Notice of application.~~

G. The burden of proof for demonstrating compliance with this title and the applicable technical codes and standards is on the applicant and permittee. ~~The applicant has the responsibility of convincing the community development director or designee that, under the provisions of this process, the applicant is entitled to the requested decision.~~

H. The community development director or designee shall consider all written comments and information regarding the requested decision that are received by the community development department before the deadline contained within the notice of application.

I. ~~Community Development Director or Designee~~ Decision.

1. Coordination with Decisions Under the State Environmental Policy Act. If a SEPA threshold determination is required to be issued, the threshold determination must follow the end of the public comment period, but precede the community development director's or designee's decision ~~on the land use and design components of the Process II project approval~~. If the SEPA threshold determination is appealed, the community development director's or designee's ~~land use and design components~~ Process II decision shall be issued sufficiently in advance of the open record hearing on the threshold determination appeal to allow any appeal of the land use and/or design review decision to be consolidated and heard with the appeal of the threshold determination. ~~If the community development director or designee is unable to issue the final decision on the land use of a Process II project application as provided in this section, the city shall provide written notice pursuant to EMC 18.40.150(A)(4).~~

2. In making a decision on the application, the community development director or designee shall use the criteria listed in the provisions of this title~~chapter~~. In addition, the community development director or designee may approve the application only if it is consistent with~~:~~

~~a. The comprehensive plan;~~

~~b. A~~ all applicable development regulations and the provisions of this chapter.~~;~~

~~c. The public health, safety, and welfare; and~~

~~d. The streets and utilities in the area of the subject property are adequate to serve the anticipated demand from the proposal.~~

3. The community development director or designee shall include in the written decision any conditions and restrictions that are reasonably necessary to eliminate or minimize any undesirable effects of granting the application. Any conditions and restrictions that are included become part of the decision.

~~a. The community development director or designee shall include t~~ The following ~~shall be included~~ in the ~~written decision:~~

~~i~~a. ~~A statement granting, modifying and granting, or denying the application.~~

~~ii~~b. ~~Any conditions and restrictions that are imposed.~~

~~iii~~c. ~~A statement of facts presented to the community development director or designee that support the decision, including any conditions and restrictions that are imposed.~~

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~~iv~~d. ~~A statement of the director's conclusions based on those facts.~~

~~v~~e. ~~A statement of the criteria used in making the decision.~~

~~vi~~f. ~~The date of the decision.~~

~~vii~~g. ~~A summary of the rights, as established in this process, of the applicant and others to appeal the decision.~~

~~viii~~h. ~~A statement of any threshold determination made under the State Environmental Policy Act, WAC 197-11-330, Threshold determination process.~~

4. Notice of Decision. The project's notice of decision shall comply with time periods and standards provided in EMC 18.40.200, Notice of Decision ~~J~~4. ~~Within five working days after the written decision of the community development director or designee is issued, a copy of the decision shall be mailed as follows:~~

~~1~~a. ~~The applicant.~~

~~2~~b. ~~Each person who submitted written comments or information to the community development director or designee.~~

~~3~~c. ~~Any person who has specifically requested it~~.

~~K~~54. Decisions under this section shall become final upon the expiration of the appeal period, unless appealed. Upon the decision becoming final, the applicant may engage in activity based on the decision, provided applicable permits have been approved.~~subject to the following:~~

~~1~~J. An applicant or other party of record who may be aggrieved by the decision may file an appeal ~~the decision~~ within 14 days of the issuance of the ~~decision by the~~ community development director's decision in accordance with EMC 18.40.210, ~~or designee consistent with the provisions of subsection (L) of this section,~~ Administrative Appeals. Appeals of Process II permits shall be heard by the hearing examiner in an open record appeal. ~~If a written notice of appeal is received within the appeal period, the decision shall be referred to the hearing examiner and shall not become final until the appeal process is complete and the city issues a final decision. Upon issuance of the final decision, the applicant may engage in activity based on the decision, provided applicable permits have been approved.~~

~~2. If no appeal is submitted within the 14 calendar day appeal period, the preliminary approval shall become final on the first calendar day following the expiration of the appeal period. Upon the decision becoming final, the applicant may engage in activity based on the decision, provided applicable permits have been approved.~~

~~L. Appeals.~~

~~1. The decision of the community development director or designee related to the processes pursuant to Table 1 may be appealed by any person who is to receive a copy of that decision under subsection (J) of this section.~~

~~2. The appeal, in the form of a letter of appeal, must be delivered to the department of community development within 14 calendar days after issuance of the decision of the community development director or designee. The letter of appeal must contain:~~

~~a. A statement identifying the decision being appealed, along with a copy of the decision;~~

~~b. A statement of the alleged errors in the decision, including identification of specific factual findings and conclusions of the community development director or designee disputed by the person filing the appeal; and~~

~~c. The appellant's name, address, telephone number and fax number, and any other information to facilitate communications with the appellant.~~

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3. The person filing the appeal shall include, with the letter of appeal, the applicable appeal fee, as set forth in the city of Edgewood fee schedule. The appeal will not be accepted unless it is accompanied by the required fee.

4. Appeals from the decision of the community development director or designee will be heard by the hearing examiner.

M. Notice of public hearing is required for all types of applications for which a public hearing is held. Notice of public hearing shall be reasonably calculated to give actual notice and shall contain the information as specified in EMC 18.40.190, Notice of public hearing.

N. Only those persons entitled to appeal the decision under subsection (J) of this section may participate in the appeal. These persons may participate in either or both of the following ways:

1. By submitting written comments or information to the community development department prior to the hearing or to the hearing examiner during the hearing.

2. By appearing in person, or through a representative, at the hearing and submitting oral comments directly to the hearing examiner. The hearing examiner may reasonably limit the extent of the oral comments to facilitate the orderly and timely conduct of the hearing.

O. The scope of the appeal is limited to the errors raised or the specific factual findings and conclusions disputed in the letter of appeal. The hearing examiner may only consider evidence, testimony or comments relating to errors raised or the disputed findings and conclusions. The hearing examiner also may not consider any request for modification or waiver of applicable requirements of this chapter or any other law.

P. Staff Report on Appeal.

1. The community development director or designee shall prepare a staff report on the appeal containing the following:

a. The written decision of the community development director or designee.

b. All written comments submitted to the community development director or designee.

c. The letter of appeal.

d. All written comments on the appeal received by the community development department from persons entitled to participate in the appeal.

e. An analysis of the alleged errors in the decision and any specific factual findings and conclusions disputed in the letter of appeal.

2. At least seven calendar days before the hearing, the community development department shall distribute copies of the staff report on the appeal as follows:

a. The hearing examiner.

b. The applicant.

c. The person who filed the appeal.

d. Each person who received a copy of the community development director or designee's decision.

Q. Open Record Appeal.

1. The hearing examiner shall hold an open record hearing on the appeal.

2. The hearings of the hearing examiner are open to the public.

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3. The hearing examiner shall make an audio recording of each hearing.

4. The person filing the appeal has the responsibility of convincing the hearing examiner by a preponderance of the evidence that the community development director or designee's decision contains an error of law or that its findings of fact or conclusions are incorrect pursuant to EMC 18.30.090, Burden of proof.

5. The hearing examiner may continue the hearing if, for any reason, the examiner is unable to hear all of the public comments on the appeal or if the hearing examiner determines that the examiner needs more information within the scope of the appeal. If, during the hearing, the hearing examiner announces the time and place of the next hearing on the matter and a notice thereof is posted on the door of the hearing room, no further notice of that hearing need be given.

R. Decision on Appeal.

1. The hearing examiner shall consider all information and comments within the scope of the appeal submitted by persons entitled to participate in the appeal. The hearing examiner shall either affirm or change the findings and conclusions of the community development director or designee that were appealed. Based on the hearing examiner's findings and conclusions, the examiner shall either affirm, reverse or modify the decision being appealed.

2. Within 10 working days after the public hearing, the hearing examiner shall issue a written decision on the appeal. Within five working days after it is issued, the hearing examiner shall distribute the decision as follows:

a. The applicant.

b. The person who filed the appeal.

c. Each person who participated in the appeal.

d. Each person who specifically requested it.

3. The decision by the hearing examiner is the final decision of the city.

S. The hearing examiner's decision affirming, modifying or reversing the community development director or designee's decision denying an application under this process is the final decision of the city. The hearing examiner's decision may be reviewed pursuant to RCW 36.70C.040 in the Pierce County superior court. The land use petition must be filed within 21 calendar days after issuance of the final land use decision of the city.

K. Permit or approval expiration.

1. The applicant under this process must begin construction or submit to the city a complete building permit application for the development activity, use of land or other actions approved under this process within one year after the final decision on the matteris issued, or the decision becomes void.

2. The applicant must substantially complete construction for the development activity, use of land, or other actions approved under this process and complete the applicable conditions listed in the decision within five years after the final decision of the city on the matter, or the decision becomes void. If litigation is initiated pursuant to EMC 18.40.210 this subsection (S), the time limits of this section are automatically extended by the length of time between the commencement and final termination of that litigation.

3. If the development activity, use of land, or other actions approved under this chapter includes phased construction, the time limits of this section may be extended in the decision on the application, to allow for completion of subsequent phases.

TL. Prior to the lapse of approval under subsection (SK) of this section, the applicants may submit a written application in the form of a letter with supporting documentation to the community development department requesting a one-time extension of those time limits (time extension) of up to one year.

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1. The request must demonstrate that the applicant is making substantial progress on the development activity, use of land or other actions approved under this chapter and that circumstances beyond the applicant's control prevent compliance with the time limits of subsection K of this section. ~~EMC 18.40.150(A)(1), Time Limitations.~~

2. The applicant shall include, with the letter of request, the fee as set forth in the city of Edgewood fee schedule. The application will not be accepted unless it is accompanied by the required fee.

3. An application for a time extension will be reviewed and decided upon by the community development director or designee. The community development director's decision on the one-time extension request is final and not appealable.

~~U. Any person who is aggrieved by the granting or denying of a request for a time extension under this section may appeal that decision to the city council. The appellant must file a letter of appeal indicating how the decision on the time extension affects the appellant's property and presenting any relevant material or information supporting the appellant's contention. Pursuant to EMC 18.40.150(A), any time limit upon the city's processing and decision upon applications under this chapter may, except as otherwise specifically stated in this chapter, be modified by a written agreement between the applicant and the community development director or designee.~~

~~V~~M. The city may require a bond under EMC 18.30.120, Security mechanisms, to ensure compliance with any aspect of a permit or approval.

~~W. Complete Compliance Required.~~

~~1. Except as specified in subsection (W)(2) of this section, the applicant must comply with all aspects, including conditions and restrictions, of an approval granted under this chapter in order to do everything authorized by that approval.~~

~~2. If a specific use or site configuration for the subject property was approved under this process or any administrative process under a previous zoning regulation, the applicant is not required to apply for and obtain approval through this process for a subsequent change in use or site configuration unless:~~

~~a. There is a change in use and this chapter establishes different or more rigorous standards for the new use than for the existing use; or~~

~~b. The community development director or designee determines that there will be substantial changes in the impacts on the neighborhood or the city as a result of the change. (Ord. 23-652 §§ 57, 58, 59 (Exh. A); Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).~~

18.40.100 Process III – Hearing examiner action.

A. ~~Various provisions of this chapter indicate that certain developments, activities or uses are permitted only if approved using Process III.~~ Under Process III the hearing examiner will make the initial decision following a public hearing. City council will decide appeals from the hearing examiner decision on the land use element.

~~B. Proposals Requiring Approval Through Process III. If the development, use or activity that requires approval through Process I or Process II is part of a proposal that also requires approval through Process III.~~

~~C~~B. Purpose of Review. In addition to the purpose stated under EMC 18.40.090(B) above, Process III ~~has the following purposes:~~

~~1. Review the proposal for compliance with the provisions of this chapter and all other applicable law.~~

~~2. Ensure that the proposal is coordinated, as is reasonable and appropriate, with other known or anticipated development on private properties in the area and with known or anticipated right-of-way and other public improvement projects within the area.~~

~~3. E~~encourages proposals that embody good design standards principles that will result in high quality development on the subject property.

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~~D~~C. The project permit is subject to EMC 18.40.150, Determination of completeness. ~~The applicant shall file the following information with the community development department when filing an application:~~

~~1. A completed application, with supporting affidavits, on forms provided by the community development department.~~

~~2. Any information or material that is specified in the provision of this chapter that describes the requested decision in the application.~~

~~3. Any additional information or material that the community development director or designee determines is reasonably necessary for a decision in the matter.~~

~~4. With the application, the applicant shall submit the fee as set forth in the city of Edgewood fee schedule. The application will not be accepted unless it is accompanied by the required fee.~~

~~5. The city will apply EMC 18.40.150, Determination of completeness, to determine if an application is complete.~~

~~6. A determination of completeness shall not preclude the city from requesting additional information or studies, either at the time of the letter of completeness or subsequently, if new information is required or substantial changes in the proposed action occur.~~

~~E~~D. Official File.

1. The community development director or designee shall compile an official file on the application containing the items listed under EMC 18.40.090(E)(1) and the following:

~~1. All application materials submitted by the applicant.~~

~~2~~a. The staff report.

~~3. All written comments received on the matter.~~

4b. The electronic recording of the public hearing on the matter.

~~5~~c. The decision of the hearing examiner, in lieu of the written decision of the community development director or designee.

~~F~~2. If the decision of the hearing examiner is appealed, ~~the following will be included in~~ the file shall include the items listed under EMC 18.40.090(E)(2) and the following:

~~1. The letter of appeal.~~

~~2. All written comments submitted regarding the appeal.~~

~~3. The staff report on the appeal.~~

~~4~~a. The decision of the city council on the appeal, in lieu of the decision of the hearing examiner on the appeal.

~~5. Any other information relevant to the matter.~~

~~G. The official file is a public record. It is available for inspection and copying in the community development department during regular business hours.~~

~~H~~E. Application Noticing. The project permit is subject to EMC 18.40.180, Notice of application. ~~The community development director or designee shall, within 14 days of issuing a letter of completeness on the proposal, prepare a notice of application containing all information specified in EMC 18.40.180, Notice of application~~.

~~I~~F. Notice of public hearing. ~~In addition to the information specified~~ See EMC 18.40.190, Notice of public hearing~~, the notice of public hearing shall include the following:~~

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~~1. Date, time, and place of the public hearing.~~

~~2~~1. ~~A statement of the right of any person to submit written comments to the hearing examiner and to appear at the public hearing of the hearing examiner to give comments orally and the right to request a copy of the decision once made.~~

~~3~~2. ~~A statement that only persons who submit written or oral comments to the hearing examiner may appeal the hearing examiner's decision~~.

~~J~~G. The State Environmental Policy Act (SEPA) applies to some of the decisions that will be made using this chapter.

1. The community development director or designee shall evaluate each application and, where applicable, comply with SEPA and with state regulations and city ordinances issued under the authority of the SEPA.

2. Where a threshold determination under the SEPA is required, the responsible official shall issue a determination at least 29 days prior to the hearing before the hearing examiner to allow any appeal of the threshold determination to be consolidated with the hearing on the application for Process III approval.

~~K~~H. The community development director or designee shall prepare a staff report concerning the application being processed pursuant to this section.

1. The staff report shall contain the following information:

a. All pertinent application materials.

b. All comments regarding the matter received by the community development department prior to distribution of the staff report.

c. An analysis of the application under the relevant provisions of this chapter and the comprehensive plan.

d. A statement of the facts found by the community development director or designee and the conclusions drawn from those facts.

e. A recommendation on the matter.

2. At least seven calendar days before the hearing, the community development director or designee shall distribute the staff report to the hearing examiner and the applicant.~~as follows:~~

~~a. The hearing examiner.~~

~~b. The applicant.~~

~~c. Any person who has specifically requested it.~~

~~L~~I. Public Hearing.

1. The hearing examiner shall hold a public hearing on each application.

2. The hearings of the hearing examiner are open to the public.

~~M~~3. The hearing examiner shall make a complete electronic audio recording of each public hearing.

~~N. The applicant has the responsibility of convincing the hearing examiner that, under the provision of this process, the applicant is entitled to the requested decision.~~

~~O~~4. Any person may participate in the public hearing in either or both of the following ways:

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~~1~~a. By submitting written comments to the hearing examiner, either by delivering these comments to the community development department prior to the hearing or by giving comments directly to the hearing examiner at the hearing; or

~~2~~b. ~~By giving comments directly to the hearing examiner at the hearing.~~ By appearing in person, or through a representative, at the hearing and making oral comments directly to the hearing examiner. The hearing examiner may reasonably limit the extent of oral comments to facilitate the orderly and timely conduct of the hearing.

~~P~~5. The hearing examiner may continue the hearing if, for any reason, he or she is unable to hear all of the public comments on the matter or if the hearing examiner determines that more information on the matter is needed. If, during the hearing, the hearing examiner announces the time and place of the next hearing on the matter and a notice thereof is posted on the door of the hearing room, no further notice of that hearing need be given.

~~Q~~J. Hearing examiner decision.

1. The hearing examiner decision shall comply with the standards and procedures are provided in EMC 2.40.110.

~~After considering all of the information and comments submitted on the matter, the hearing examiner shall issue a written decision. Unless the applicant agrees to a longer period, the hearing examiner must issue the decision within 10 working days after the close of the public hearing. The hearing examiner shall use the applicable criteria listed in the provisions of this chapter for the permit or approval requested. In addition, the hearing examiner may approve the application only if it is consistent with:~~

~~1. The comprehensive plan; and~~

~~2. A all applicable provisions of this chapter and all other applicable laws; and~~

~~3. The public health, safety and welfare; and~~

~~4. The streets and utilities in the area of the subject property are adequate to serve the anticipated demand from the proposal; and~~

~~5. The proposed access to the subject property is at the optimal location and configuration for access.~~

~~R~~2. ~~The hearing examiner shall include in the written decision any conditions and restrictions that the examiner determines are reasonably necessary to eliminate or minimize any undesirable effects of granting the application. Any conditions and restrictions that are imposed become part of the decision. The hearing examiner shall include the following in the examiner's written decision:~~

~~1~~a. ~~A statement granting, modifying and granting or denying the application.~~

~~2~~b. ~~Any conditions and restrictions that are imposed.~~

~~3~~c. ~~A statement of facts presented to him or her that support the decision, including any conditions and restrictions that are imposed.~~

~~4~~d. ~~A statement of the hearing examiner's conclusions based on those facts.~~

~~5~~e. ~~A statement of the criteria used by the hearing examiner in making the decision.~~

~~6~~f. ~~The date of issuance of the decision and a summary of the rights, as established in this chapter, of the applicant and others to appeal the decision of the hearing examiner.~~

~~7~~g. ~~A statement of any threshold determination made under the State Environmental Policy, Chapter 43.21C RCW.~~

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~~8. A statement that affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.~~

~~9. Within five working days after the hearing examiner's written decision is issued, the community development director or designee shall mail a copy of the decision to:~~

~~a. The applicant.~~

~~b. Each person who submitted written or oral testimony to the hearing examiner.~~

~~c. Any person who has specifically requested it.~~24. The hearing examiner may require a bond under EMC 18.30.120, Security mechanisms, to ensure compliance with any aspect of a permit or approval.

3. Notice of hearing examiner decision. The project's notice of decision shall comply with time periods and standards provided in EMC 18.40.200, Notice of Decision.

~~4~~5. Decisions under this section shall become final upon the expiration of the appeal period, unless appealed. Upon the decision becoming final, the applicant may engage in activity based on the decision, provided applicable permits have been approved.

~~S~~K. Appeals. ~~Decisions under this section shall become final subject to the following:~~

~~1.~~ An applicant or other party of record who may be aggrieved by the decision may file an appeal ~~the decision~~ within 14 days of the issuance of the hearing examiner's decision in accordance with EMC 18.40.210 ~~by the director of community development consistent with the provisions of EMC 18.40.090(L)~~, Administrative Appeals. Appeals ~~from the decision of the hearing examiner will~~ shall be heard by the city council as a closed record appeal.

L. Permit or approval expiration. See EMC 18.40.090(K).

M. Time extension. For all Process III applications and permits except subdivisions, see EMC 18.40.090(L).

~~If a written notice of appeal is received within the appeal period, the decision shall be referred to the hearing examiner and shall not become final until the appeal process is complete and the city issues a final decision. Upon issuance of the final decision, the applicant may engage in activity based on the decision, provided applicable permits have been approved.~~

~~2. If no appeal is submitted within the 14 calendar day appeal period, the preliminary approval shall become final on the first calendar day following the expiration of the appeal period. Upon the decision becoming final, the applicant may engage in activity based on the decision, provided applicable permits have been approved.~~

~~T. Appeals.~~

~~1. The decisions of the hearing examiner may be appealed by any person who is to receive a copy of that decision under EMC 18.40.090(I)(3) (a).~~

~~2. The appeal, in the form of a letter of appeal, must be delivered to the community development department within 14 calendar days after the issuance of the hearing examiner's decision. The letter of appeal must contain:~~

~~a. A statement identifying the decision being appealed, along with a copy of the decision;~~

~~b. A statement of the alleged errors in the hearing examiner's decision, including specific factual findings and conclusions of the hearing examiner disputed by the person filing the appeal; and~~

~~c. The appellant's name, address, telephone number and fax number, and any other information to facilitate communications with the appellant.~~

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3. The person filing the appeal shall include, with the letter of appeal, the applicable appeal fee, as set forth in the city of Edgewood fee schedule. The appeal will not be accepted unless it is accompanied by the required fee and appropriate costs.

4. Appeals from the decision of the hearing examiner will be heard by the city council as a closed record appeal.

U. Notice of public meeting is required for all types of applications for which a public meeting is held. Notice of public meeting shall be reasonably calculated to give actual notice and shall contain the information as specified in EMC 18.40.190, Notice of public hearing.

V. Only those persons entitled to appeal the decision may participate in either or both of the following ways:

1. By submitting written comments to the community development department prior to the hearing or to the city council at the hearing.

2. By appearing in person, or through a representative, at the hearing and making oral comments directly to the city council. The council may reasonably limit the extent of the oral comments to facilitate the orderly and timely conduct of the hearing.

W. Staff Report on the Appeal.

1. The community development director or designee shall prepare documents on the appeal containing the following:

a. The staff report prepared for the public hearing before the hearing examiner.

b. The written decision of the hearing examiner.

c. All written comments submitted to the hearing examiner.

d. A summary of the comments and information presented to the hearing examiner, a statement of the availability of the electronic sound recording of the hearing, or a written transcript of the hearing examiner's proceedings.

e. The letter of appeal.

f. All written comments received by the community development department from persons entitled to participate in the appeal and within the scope of the appeal.

g. An analysis of the alleged errors and the specific factual findings and conclusions disputed in the letter of appeal.

2. The community development director or designee shall distribute copies of the documents as follows:

a. Prior to the hearing, a copy will be sent to each member of the city council.

b. At least seven calendar days before the hearing, a copy will be sent to:

i. The applicant;

ii. The person who filed the appeal; and

iii. Each person who received a copy of the hearing examiner's decision.

X. Closed Record Appeal.

1. The city council shall hold a closed record appeal hearing, as defined in RCW 36.70B.020(1).

2. The hearings of the city council are open to the public.

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3. The scope of the appeal is limited to the specific errors raised or factual findings disputed in the letter of appeal. The city council shall consider only the following:

a. The information received from the community development director or designee pursuant to subsection (T) of this section.

b. The record before the hearing examiner, including exhibits and evidence admitted by the hearing examiner;

c. Appeal arguments by the appellant and the property owner, provided that appeal argument shall address only the issues raised by the letter of appeal and evidence, if any, allowed under subsection (X)(3)(d) of this section; or

d. New evidence that was not presented to or considered by the hearing examiner, but only if the city attorney determines that evidence relates to the validity of the hearing examiner's decision at the time it was made and the party offering the new evidence did not know and was under no duty to discover or could not reasonably have discovered the evidence until after the hearing examiner's decision.

Y. The city council shall make a complete electronic audio recording of each closed record appeal.

Z. The person filing the appeal has the responsibility of convincing the city council by a preponderance of the evidence that the hearing examiner's decision contains an error of law or that its findings of fact or conclusions are incorrect.

AA. After considering the matter as provided in subsection (X)(3) of this section, the city council shall, by motion approved by a majority vote of members present, take one of the following actions:

1. If city council determines that the disputed findings of fact and conclusions are the correct findings of fact and conclusions, the council shall affirm the decision.

2. If city council determines that the disputed findings of fact and conclusions are not correct and that correct findings of fact and conclusions do not support the decision of the hearing examiner, the council shall modify or reverse the decision.

3. Notice of Decision.

a. Following the final decision of the city council, the community development director or designee shall prepare a notice of the city's final decision on the application. To the extent the decision does not do so, the notice shall include a statement of any threshold determination made under the State Environmental Policy Act, WAC 197-11-330.

4. The decision of city council is the final decision of the city.

BB. The action of the city in granting or denying an application under this process may be reviewed pursuant to RCW 36.70C.040 in the Pierce County superior court. The land use petition must be filed within 21 calendar days after the final land use decision of the city.

CC. The applicant must begin construction or submit to the city a complete building permit application for the development activity, use of land or other actions approved under this process within one year after the final decision on the matter, or the decision becomes void. The applicant must substantially complete construction for the development activity, use of land, or other actions approved under this section and complete the applicable conditions listed in the decision within five years after the final decision of the city on the matter, or the decision becomes void. If litigation is initiated pursuant to subsection (X) of this section, the time limit of this section is automatically extended by the length of time between the commencement and final termination of that litigation. If the development activity, use of land, or other actions approved under this section includes phased construction, the time limits of this section may be extended in the decision on the application.

DD. Time Extension.

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1. Prior to the lapse of approval under subsection (CC) of this section, the applicants may submit a written application in the form of a letter with supporting documentation to the community development department requesting a one-time extension of those time limits of up to one year.

2. The request must demonstrate that the applicant is making substantial progress on the development activity, use of land or other actions approved under this process and that circumstances beyond the applicant's control prevent compliance with the time limits of subsection (CC) of this section.

3. The applicant shall include, with the letter of request, the fee as set forth in the city of Edgewood fee schedule. The application will not be accepted unless it is accompanied by the required fee.

4. An application for a time extension will be reviewed and decided upon by the community development director or designee.

5. Any person who is aggrieved by the granting or denying of a request for a time extension under this section may appeal that decision. The appellant must file a letter of appeal indicating how the decision on the time extension affects the appellant's property and presenting any relevant material or information supporting the appellant's contention. The appeal will be heard and decided upon using Process III. Any time limit, pursuant to Chapter 36.70B RCW, upon the city's processing and decision upon applications under this chapter may, except as otherwise specifically stated in this chapter, be modified by a written agreement between the applicant and the community development director or designee.

EE. The hearing examiner and city council may require a bond under EMC 18.30.120, Security mechanisms, to ensure compliance with any aspect of a permit or approval.

FF. Complete Compliance Required.

1. Except as specified in subsection (FF)(2) of this section, the applicant must comply with all aspects, including conditions and restrictions, of an approval granted under this process in order to do everything authorized by that approval.

2. If a specific use or site configuration for the subject property was approved under this process or any quasi-judicial process under a previous zoning code, the applicant is not required to apply for and obtain approval through this chapter for a subsequent change in use or site configuration unless:

a. There is a change in use and this chapter establishes different or more rigorous standards for the new use than for the existing use; or

b. The community development director or designee determines that there will be substantial changes in the impacts on the neighborhood or the city as a result of the change. (Ord. 23-652 §§ 60, 61, 62 (Exh. A); Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.40.110 Quasi-judicial map amendments – Purpose Process IV – Site-specific Rezones.

A. Purpose. The purpose of this section through EMC 18.40.117 is to establish procedures for site specific applications to rezone property from one zoning classification to another. amendment of the city's official zoning map. The official zoning map is the map of the city which depicts the zoning designations on property, and implements or gives effect to the comprehensive plan. Quasi-judicial amendments are those amendments of the official zoning map that involve the application of existing policy to a specific development application, and do not involve the adoption of new policy (which occurs through legislative decisions). (Ord. 17-500 § 2).

18.40.111 Administration of quasi-judicial map amendments.

A. Quasi-Judicial Map Amendments B. Administration and procedures., Generally. The director is authorized and directed to administer the provisions of this chapter relating to quasi-judicial map amendments site-specific rezones. The authority to hold a public hearing and provide a final recommendation is granted to the hearing examiner and the city council has the authority to make the final decision after a closed record hearing. If approved, the city council will adopt an ordinance amending the city's official zoning map.

~~B. Development Agreement. The city shall not process any quasi-judicial map amendments with development agreements under the interim zoning ordinance. (Ord. 17-500 § 3).~~

~~**18.40.112 Procedure for quasi-judicial map amendments.**~~
~~The following steps shall be followed in the processing of quasi-judicial amendments:~~

~~A. Determination of complete application;~~

~~B. Notice of application;~~

~~C. SEPA;~~

~~D. Determination of consistency;~~

~~E. Notice of public hearing;~~

~~F. Preparation of staff report;~~

~~G. Public hearing;~~

~~H. Issuance of recommendation to city council;~~

~~I. City council closed record hearing; and~~

~~J. If quasi-judicial map amendment is adopted, an ordinance is adopted to change the official land zoning map. (Ord. 17-500 § 4).~~

C. Application. In addition to the information required in EMC 18.40.140, Project permit applications,
~~**18.40.113 Requirements for a complete quasi-judicial map amendment application.**~~
~~T~~the following materials shall be submitted to the city for a complete ~~quasi-judicial amendment (site specific rezone application)~~:

~~A. Application Form. Seven copies of the completed application form;~~

~~B. Date, name, address, telephone number and email of the applicant;~~

~~C. Name, address, telephone number and email of the owner of the property identified in the application;~~

~~D. Legal description of the subject property;~~

1~~E~~. Identification of all sections of the comprehensive plan policies and map addressing the property subject to the application, including identification of the comprehensive plan map designation;

2~~F~~. Description of any proposed development of the property under the proposed zoning designation;

~~G. Any plans, information and/or studies that accurately depict existing and proposed use(s) and improvements;~~

~~H. An explanation of the rationale for the proposed amendment;~~

3~~I~~. An explanation of how the proposed amendment and associated development proposal(s), if any, conform to, conflict with, or relate to the criteria set forth in EMC 18.40.~~114~~110(D), as applicable;

4~~J~~. A completed SEPA checklist including the supplement sheet for nonproject actions; and

5~~K~~. A title report dated within 30 days of submittal for the subject property~~; and~~

~~L. The application fee, as established by the city. (Ord. 17-500 § 5).~~

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~~18.40.114 Criteria for approval of quasi-judicial map amendment.~~

D~~A~~. Criteria of approval.

1. General rules~~:~~ ~~The following general rules apply to quasi-judicial map amendment applications~~:

a~~1~~. There is no presumption of validity favoring the action of rezoning;

b~~2~~. The proponents of the rezone have the burden of proof to demonstrate that conditions have changed since the original zoning; and

c~~3~~. The rezone must ~~bear a substantial relationship to~~enhances the public health, safety, ~~morals or~~and welfare.

2~~B~~. The applicant must demonstrate compliance with the following criteria for approval of a site-specific rezone~~Implementation of the general rules in subsection (A) of this section involves analysis of the following criteria in order to approve a quasi-judicial map amendment~~:

a~~1~~. The proposed rezone is consistent ~~Consistency~~ with the ~~existing~~ comprehensive plan and complies with all other applicable city regulations ~~(the comprehensive plan that has been approved and is~~ in place at the time of complete application;~~the application was submitted);~~

b~~2~~. The subject property is suitable as is for development in general conformance with the purpose and zoning standards under the proposed zoning district and would not require a variance request in order to develop the property with a change in zoning;~~Consistency with the purpose of the proposed zoning district;~~

~~3. Consistency between zone criteria and area characteristics;~~

~~4. Zoning history and precedential effect. Previous and potential zoning changes both in and around the area identified in the application shall be examined;~~

c~~5~~. The impact of more intense zones on less intense zones or industrial and commercial zones on other zones ~~shall be~~is minimized by the use of transitions or buffers, if possible. ~~A gradual transition between zoning categories, including height limits, is preferred.~~

d.Physical buffers may provide an effective separation between different uses and intensities of development. The following elements may be considered as buffers:

i~~a~~. Natural features including but not limited to topographical breaks, lakes, streams, and ravines;

ii~~b~~. Major traffic arterials and railroad tracks;

iiie. Distinct change in street layout and block orientation;

iii~~d~~. Open space and greenspaces;

c~~6~~. Zone b~~B~~oundaries. Commercial and residential areas are established so that commercial uses face each other across the street on which they are located, and face away from adjacent residential areas, except where physical buffers can provide a more effective separation between uses

~~a. In establishing boundaries, the following elements shall be considered:~~

~~i. Physical buffers as described in subsection (B)(5) of this section; and~~

~~ii. Platted lot lines.~~

~~b. Boundaries between commercial and residential areas shall generally be established so that commercial uses face each other across the street on which they are located, and face away from adjacent residential~~

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areas. An exception may be made when physical buffers can provide a more effective separation between uses;

7. Height Limits. In general, height limits greater than 35 feet should be limited to areas where higher height limits would be consistent with the comprehensive plan or where the designation would be consistent with the existing built character of the area;

f8. The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject property;Impact Evaluation. The evaluation of the changes that would result from approval of the application shall consider the possible negative and positive impacts on the affected area and its surroundings. Factors to be examined include, but are not limited to, the following:

a. Housing;

b. Public services;

c. Environmental factors, such as noise, air and water quality, terrestrial and aquatic flora and fauna, glare, odor, shadows and energy conservation;

d. Pedestrian safety;

e. Manufacturing activity;

f. Employment activity;

g. Character of areas recognized for architectural or historic value;

h. Shoreline view, public access and recreation;

gi. Adequate public facilities and services are available, or can be made available, to serve the development allowed by the proposed rezoneService Capacities. Development which can be reasonably anticipated based on the proposed development potential shall not exceed the service capacities which can reasonably be anticipated in the area, including: street access to the area; street capacity in the area; transit service; parking capacity; utility and sewer capacity; shoreline navigation;

h9. The rezone is warranted because of significantly changed conditions on the site or in the surrounding area: Changed Circumstances. Consideration of changed circumstances shall be limited to elements or conditions included in the criteria for the relevant zone designations in the Zoning Code;

i10. The probable adverse environmental impacts of the types of development allowed by the proposed zone can be mitigated taking into account all applicable regulations. Critical Areas. If the area is located in or adjacent to a critical area, the effect of the rezone on the critical area shall be considered. (Ord. 17-500 § 6).

18.40.115 Conditioning.
E. Conditions. A quasi-judicial map amendmentsite-specific rezone may be conditioned based on the criteria set forth in EMC 18.40.114this section and RCW 43.21C.060 (SEPA). Conditions shall be included in a development agreement recorded against the subject property. (Ord. 17-500 § 7).

18.40.116 Deadline for final decision.
F. Deadline for a final decision. A quasi-judicial mapsite specific rezone amendment shall be approved, approved with conditions or denied within 1270 days after the application has been determined complete per RCW 36.70B.

18.40.117 Expiration.
G. Expiration.

1A. A quasi-judicial amendmentsite-specific rezone approval with or without a development agreement shall expire three years from the effective date of the approval, unless:

a1. If, prior to the end of the three-year period, a complete application is filed for a building permit that is subsequently issued; or

b2. Another time for expiration is specified in the final decision or development agreement.

2B. When a quasi-judicial amendmentsite-specific rezone expires, the official land use map shall be amended so that the zoning designation in effect immediately prior to the approval shall reapply to the subject property, except as otherwise expressly provided in the original ordinance adopting site-specific rezone. the quasi-judicial amendment. (Ord. 17-500 § 9).

18.40.120 Process V – Legislative review.

A. Purpose. To establish procedures for amendment of the city's comprehensive plan map/text and the development regulations. Various provisions of this chapter indicate that certain proposals to amend the zoning map through a legislative rezone, or amend the comprehensive plan must be reviewed and decided upon using Process V.

B. Thirty days prior to December 31st, the city shall notify the public that Comprehensive Plan map/text amendments are due by December 31st. The notice shall be provided in the newspaper of record and posted on city's notice board and any other noticing required by the community development director.

CB. All applicants seeking an amendment to comprehensive land use designations of the official comprehensive plan (site-specific requests) is recommended to apply for a preapplication conference with the city's staff.

DB. Submittal Deadline:

1. Development Regulation Amendments: See EMC 18.60.040.

2. Comprehensive Plan Map and/or Text Amendments: See EMC 18.60.130.

E. Determination of Completeness. See EMC 18.60.050, Requirements for a complete application. A proposal that will be reviewed using this process may be initiated by the city council or council committee, or requested by the planning commission, city staff, or any interested person, including applicants, citizens, hearing examiners, and staff of other agencies.

FC. The community development department shall maintain a docket of all changes to the comprehensive plan or development regulations and proposed by interested persons (including development applicants, citizens, hearing examiners, and/or other agencies and staff).The comprehensive plan map/text amendment docket shall be maintained in compliance with EMC 18.60.130 through 18.60.230.

GD. SEPA. Subject to compliance with EMC 18.60.060, 18.60.200, and Chapter 20.05 EMC.The State Environmental Policy Act applies to some of the decisions that will be made using this process. The community development director or designee shall evaluate each proposal and, where applicable, comply with the State Environmental Policy Act and with state regulations and city ordinances issued under authority of the State Environmental Policy Act.

E. City Council Review.

1. The city council shall review all requests docketed with the community development department concurrently, on an annual basis and consistent with RCW 36.70A.130(2). As part of such annual review, the council shall review all requests received prior to December 31st of the calendar year. Requests submitted after December 31st shall be considered during the following annual review.

2. The city council shall review city-initiated changes to the text of the comprehensive plan concurrently with docketed amendment requests. The city council may also review or amend the comprehensive plan whenever an emergency exists, to resolve an appeal of the comprehensive plan or amendments thereto, or in other circumstances as provided for by RCW 36.70A.130(2)(a). The city council may also review city-initiated changes to the text of this chapter or to the city's zoning map from time to time at the council's discretion.

Commented [JK2]: Adding this for clarity. Reduced it to 30-days.

Commented [JM3R2]: I would keep this at 60 days, as it takes a decent amount of time to prepare an application.

I also generally struggle with requiring notice of the application deadline, but it does seem to be loosely supported by RCW 36.70A.140 - thoughts?

Commented [JK4R2]: Its more about letting people know that if they want to apply for a comp plan amendment in the next docket, they need to do it by X date. Otherwise, they will have to wait one additional year. Its less about public input but more public education.

Theres no stated requirement though of posting the notice on site and publication of notice. We can just delete it and have the date provided on the website.

Commented [JM5R2]: Let's delete and then update the Public Participation Program to reflect that we will endeavor to provide advance notice. UPDATE THE REST OF THE SECTION LABELS

Commented [JM6]: I think this falls outside of the boundaries of SB 5290, so I think we'd be okay to require a preapp in this instance... what do you think?

Commented [JK7R6]: Project permit excludes amendments, so yes I do think we can require it and not trigger a refund. Although, we probably do it anyways by 2034.

Commented [JM8R6]: We can incorporate a mandatory meeting for complex applications as needed, via policy.

3. The city council may request, through the community development director, that the community development department or any other department of the city provide any information or material on the proposal(s), consistent with subsection (R) of this section.

F. Sixty days prior to December 31st in each calendar year, the city shall notify all persons who submitted application forms after December 31st of the previous calendar year. Notice shall also be given as follows:

1. Public notice notifying the public that the amendment process has begun shall be published in the city's official newspaper.

2. Notice shall be posted on the official city public notice boards.

3. A copy of the notice shall be mailed to other local newspapers.

4. All agencies, organizations, and adjacent jurisdictions with an interest and all persons who, in the judgment of the community development director or designee, may be directly affected by changes to the comprehensive plan shall be sent a copy of the notice. In determining who may be affected by comprehensive plan changes, the director may rely on written correspondence indicating an interest and received after December 31st of the previous year.

G. Any person, personally or through an agent, may apply for a site-specific comprehensive plan designation change with respect to property owned. In addition, any person may, personally or through an agent, request changes to the text of the comprehensive plan or development regulations codified in this chapter.

1. An applicant must complete a docket form prepared by the city. An applicant seeking a site-specific plan or zoning designation change shall also file the information specified in EMC 18.40.110(C)(2) with the community development department.

2. The community development director or designee shall have the authority to waive any of the requirements of this section if, in the director's discretion, such information is not relevant or would not be useful to consideration of the proposed amendment.

3. There is no fee for this initial application. After the prioritization process, applications to be considered during the amendment process shall submit the fee as set forth in the city of Edgewood fee schedule.

H. Criteria for Prioritizing Plan Amendment Requests. See EMC 18.60.140 through 18.60.170.

1. After December 31st, but prior to adopting any amendment requests, the city council shall hold a public hearing and select those amendment requests it wishes to consider for adoption.

2. The city council shall consider the following criteria following a public hearing in selecting the comprehensive plan amendments to be considered during the upcoming cycle:

a. Whether the same area or issue was studied during the last amendment process and conditions in the immediate vicinity have significantly changed so as to make the requested change within the public interest.

b. Whether the proposed amendment is consistent with the overall vision of the comprehensive plan.

c. Whether the proposed amendment meets existing state and local laws, including the Growth Management Act.

d. In the case of text amendments or other amendments to goals and policies, whether the request benefits the city as a whole versus a selected group.

3. If the request meets the criteria set forth in subsections (H)(2)(a) through (d) of this section, it shall be further evaluated according to the following criteria:

a. Whether the proposed amendment can be incorporated into planned or active projects.

b. Amount of analysis necessary to reach a recommendation on the request. If a large-scale study is required, a request may have to be delayed until the following year due to work loads, staffing levels, etc.

c. A large volume of requests may necessitate that some requests be reviewed in a subsequent year.

d. Order of requests received.

4. Based on its review of requests according to the criteria in subsections (H)(2) and (3) of this section, the council shall determine which requests shall be further considered for adoption, and shall forward those requests to the planning commission for its review and recommendation.

5. The council's decision to consider a proposed amendment shall not constitute a decision or recommendation that the proposed amendment should be adopted nor does it preclude later council action to add or delete an amendment for consideration.

I. All applicants seeking an amendment to comprehensive land use designations of the official comprehensive plan (site-specific requests) must apply for a preapplication conference with the city's staff.

J. Legislative Rezones.

1. Legislative rezone is a rezone that meets the following criteria:

a. It is initiated by the city; and

b. It includes a large number of properties which would be similarly affected by the proposed rezone.

2. All other rezones not meeting the above criteria are treated as quasi-judicial rezones and are reviewed and decided upon using Process IV.

K. The city may decide to approve a legislative rezone only if it finds that:

1. The proposal is consistent with the comprehensive plan;

2. The proposal bears a substantial relation to public health, safety, or welfare; and

3. The proposal is in the best interest of the residents of the city.

L. If the city approves a legislative rezone it will give effect to this decision by making the necessary amendment to the zoning map of the city.

M. The city may amend the text of this chapter only if it finds that:

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan;

2. The proposed amendment bears a substantial relation to public health, safety, or welfare; and

3. The proposed amendment is in the best interest of the residents of the city.

N. The city may consider, but is not limited to, the following factors when considering a proposed amendment to the comprehensive plan:

1. The effect upon the physical environment.

2. The effect on open space, streams, and lakes.

3. The compatibility with and impact on adjacent land uses and surrounding neighborhoods.

4. The adequacy of and impact on community facilities including utilities, roads, public transportation, parks, recreation, and schools.

5. The benefit to the neighborhood, city, and region.

6. The quantity and location of land planned for the proposed land use type and density and the demand for such land.

7. The current and projected population density in the area.

8. The effect upon other aspects of the comprehensive plan.

9. For site-specific comprehensive plan amendments, the provisions of EMC 18.40.110(M) shall also apply.

O. The city may amend the comprehensive plan only if it finds that:

1. The proposed amendment bears a substantial relationship to public health, safety, or welfare; and

2. The proposed amendment is in the best interest of the residents of the city; and

3. The proposed amendment is consistent with the requirements of RCW 36.70A.103 and with the portion of the city's adopted plan not affected by the amendment.

IP. Official File.

1. The community development director or designee shall compile an official file containing all information and materials relevant to the proposal and to the city's consideration of the proposal.

1. The community development director or designee shall compile an official file on the application containing the following:

a. application materials

b. public comments

c. The staff report(s).

d. The electronic recording of the public hearing on the matter.

e. The decision of the Planning Commission and City Council.

2. The official file is a public record. It is available for inspection and copying in the department of community development during regular business hours.

JQ. Notice of Public Hearing. Notice provisions under this section shall be followed for both the development regulations amendment and comprehensive plan map/text amendment public hearings during which all requests for changes to the zoning map, zoning text, and the comprehensive plan are prioritized, as well as the public hearing held on individual requests.

K1. The public hearing is subject to EMC 18.60.070, Public notice. The public notice shall comply with EMC 18.60.070(d) and provide the following additional details: The community development director or designee shall prepare a notice of each proposal, for which a public hearing will be held, containing the following information:

a. The citation, if any, of the provision that would be changed by the proposal along with a brief description of that provision.

b. A statement of how the proposal would change the affected provision.

~~c. A statement of what areas, zones, or locations will be directly affected or changed by the proposal.~~

~~d. The date, time, and place of the public hearing.~~

a~~e~~. A statement of the availability of the official file.

b~~f~~. A statement of the right of any person to submit written comments to the planning commission and to appear at the public hearing of the planning commission to give comments orally.

~~2. The community development director or designee shall distribute this notice at least 14 calendar days before the public hearing following the procedures of EMC 18.40.190, Notice of public hearing. In addition, the procedures of EMC 18.40.150, Determination of completeness, shall be followed for site-specific requests regarding notification of adjacent property owners posting of the site.~~

L~~R~~. Staff Report.

1. The community development director or designee shall prepare a staff report containing:

a. An analysis of the proposal against EMC 18.60.220 and a recommendation on the proposal; and

b. Any other information the community development director or designee determines is necessary for consideration of the proposal~~, consistent with subsection (E) of this section~~.

2. The community development director or designee shall distribute the staff report as follows:

a. Each member of the planning commission prior to the hearing.

b. Any ~~person requesting it~~parties of record.

M~~S~~. The planning commission shall hold public hearings on each proposal~~, consistent with EMC 18.40.110, Process IV—Quasi-judicial rezones, unless the city council elects to hold its own hearings on the proposal, in which case planning commission review pursuant to this process shall not be required.~~

1. The hearings of the planning commission are open to the public.

2. Except as provided in subsection (S)(1) of this section, the hearing of the planning commission is the hearing for city council. City council need not hold another hearing on the proposal.

~~T. Material to be Considered.~~

~~1. Except as specified in subsections (T)(2) and (3) of this section, the planning commission and city council may consider any pertinent information or materials in reviewing and deciding upon a proposal under this process.~~

~~2. Except as specified in subsection (T)(3) of this section, the city may not consider a specific site plan or project in reviewing and deciding upon a proposal under this process.~~

~~3. If a proposal that will be decided upon using this process is part of a specific project, the city may consider all information pertaining to SEPA environmental review and submitted under subsection (D) of this section, in deciding upon that proposal.~~

~~U. The planning commission shall make a complete electronic audio recording of each public hearing.~~

N~~V~~. Any interested person may participate in the planning commission public hearing in either or both of the options describe in EMC 18.40.190(I)(4) for Hearing Examiner Public Hearing participation. ~~following ways:~~

~~1. By submitting written comments to the planning commission either by delivering these comments to the community development department prior to the hearing or by giving them directly to the planning commission at the hearing.~~

2. By appearing in person, or through a representative, at the hearing and making oral comments. The planning commission may reasonably limit the extent of oral comments to facilitate the orderly and timely conduct of the hearing.

W. The planning commission may, for any reason, continue the hearing on the proposal. If, during the hearing, the planning commission announces the time and place of the next public hearing on the proposal and a notice thereof is posted on the door of the hearing room, no further notice of that hearing need be given.

OX. Planning Commission Recommendation.

1. Following the public hearing, the planning commission shall consider the proposal in light ofconsidering the decisional criteria in subsection (H)EMC 186.60.2200 of this section, and take one of the following actions:

a. If the planning commission determines that the proposal should be adopted, it may, by a majority vote of the entire membership, recommend that city council adopt the proposal.

b. If the planning commission determines that the proposal should not be adopted, it may, by a majority vote of the members present, recommend that city council not adopt the proposal.

c. If the planning commission is unable to take either of the actions specified in subsection (X)(1)(a) or (b) of this section, the proposal will be sent to city council with the notation that the planning commission makes no recommendation.

2. The planning commission may modify the proposal in any way and to any degree prior to recommending the proposal to city council for adoption. If the planning commission fundamentally modifies the proposal, the planning commission shall hold a new public hearing on the proposal as modified prior to recommending the proposal to city council for action.

PY. Report to City Council.

1. The community development director or designee shall prepare a planning commission report on the proposal containing a copy of the proposal, along with any explanatory information, and the planning commission recommendation, if any, on the proposal.

2. The community development director or designee shall transmit the planning commission report to the community development director for consideration by city council.

3. The community development director or designee shall promptly send a copy of the planning commission report to any person requesting itall parties of record.

QZ. City Council Action.

1. Within 60 days of receipt of the planning commission report by the community development director, the city council shall consider the proposal along with a draft ordinance prepared by the city attorney, appropriate to enact or adopt the proposal.

2. In deciding upon the proposal, the city council shall use the decisional criteria listed in the provisions of this chapter describing the proposal.EMC 18.60.220

3. After consideration of the planning commission report and, at its discretion, holding its own public hearing on the proposal, the city council shall by majority vote of its total membership:

a. Approve the proposal by adopting an appropriate ordinance;

b. Modify and approve the proposal by adopting an appropriate ordinance;

c. Disapprove the proposal by resolution; or

d. Refer the proposal back to the planning commission for further proceedings. If this occurs, the city council shall specify the time within which the planning commission shall report back to the city council on the proposal.

RAA. State Transmittal: See EMC 18.60.060, EMC 18.60.100, and EMC 18.60.240, as applicable. At least 60 days prior to final action being taken by the city council, but not prior to the close of the planning commission public hearing and transmittal of planning commission recommendation to the State Department of Community Trade and Economic Development (CTED) and other interested affected local and state agencies, the county and surrounding jurisdictions shall be provided with a copy of the amendments in order to initiate the 60-day comment period. All other parties previously notified shall be again notified that the draft amendments of the comprehensive plan are available on request on a cost recovery basis. No later than 10 days after adoption of the comprehensive plan, a copy of the adopted comprehensive plan shall be forwarded to CTED and others who submitted written comments on the draft comprehensive plan.

BB. Appeals: development regulations and/or comprehensive plan map/text amendment appeals are subject to EMC 18.60.110 and EMC 18.60.240, respectively.The action of the city in granting, modifying or denying an amendment to this chapter or to the comprehensive plan may be reviewed by the Central Puget Sound Growth Management Hearings Board pursuant to RCW 36.70A.280.

18.40.130 Preapplication conference.

A. The purpose of the preapplication process is for the applicant to provide city staff with the necessary information about the proposed project and site conditions so that the city can efficiently and effectively provide the applicant with the requirements that must be met to have the proposal proceed through the formal review process.

B. Any potential applicant may request a pre-application meeting. For the city to accurately evaluate the proposed project at the preapplication conference, the applicant should provide at a minimum:

1. Project narrative;
2. List of questions;
3. Draft site plan;
4. Draft building elevations, if applicable; and
5. Any other drawings or documents helpful to illustrate the proposal.

C. At a minimum, the meeting shall be scheduled with applicable representatives from the city, including but not limited to the planning, engineering, and building divisions. Representatives from other departments or agencies are encouraged to attend to provide comments on the proposed land use development permit application.

D. It is impossible for the conference to be an exhaustive review of all potential issues. The discussions at the meeting shall not bind or prohibit the city's future application or enforcement of all applicable laws.

E. Review of a proposal at a pre-application meeting does not vest any project.

The purpose of the preapplication conference shall be to acquaint the applicant with the substantive and procedural requirements of the Edgewood Municipal Code and applicable elements of the comprehensive plan, arrange such technical and design assistance as will aid the applicant, and to otherwise identify policies and regulations associated with the proposed development.

A. A preapplication conference shall be required for all Process III and Process IV permits and all Process I and Process II permits that require environmental review. A preapplication conference may also be required for any project subject to the requirements of Chapter 18.95 EMC, Design Standards, at the discretion of the community development director or designee. Only one preapplication conference shall be required for all project permit applications related to the same project, though an applicant may elect to arrange multiple preapplication conferences in relationship to a given project. A preapplication conference shall precede the submittal of any project

Commented [JM9]: Redirect to EMC 18.60

Commented [JM10R9]: Note: The old EMC 18.60.050 Moratoria was eliminated with the 2017 update, wondering if we should have something re-introduced? Here is the text, for reference:

18.60.050 Moratoria.

Nothing in this title shall prevent the city council from establishing development moratoria or other interim land use regulations upon a finding by the city council that, due to unforeseen circumstances or other emergency, such a moratorium or temporary regulation is necessary in order to protect the purpose and effectiveness of the city's comprehensive plan and regulations, pending completion of the procedures necessary to adopt permanent land use controls. Any such moratorium or interim land use regulation shall be effective only for a period of a time necessary to complete adoption of the permanent land use control, which time shall be specified by the city council in the ordinance adopting the moratorium or other temporary regulation.

Pursuant to RCW 35.63.200, a council that adopts a moratorium without holding a public hearing on the proposed moratorium shall hold a public hearing on the adopted moratorium within at least 60 days of its adoption, whether or not the council or board received a recommendation on the matter from the commission. If the council does not adopt findings of fact justifying its action before this hearing, then the council shall do so immediately after this public hearing. A moratorium adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

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permit application, including an environmental checklist. The community development director or designee may waive, in writing, the requirement for a preapplication conference for proposals that are determined not to be of a size and complexity to require the detailed analysis of a preapplication conference, or as otherwise determined not appropriate for such review.

B. To initiate a preapplication conference, an applicant shall submit a completed form provided by the city and all information pertaining to the proposal as prescribed by administrative procedures of the community development department. Failure to provide all pertinent information may prevent the city from identifying all applicable issues or providing the most effective preapplication conference.

18.40.140 Project permit applications.

A. All applications for permit, discretionary or zoning decision specified in this title shall be submitted on application forms prepared by the director.

B. All applications shall be signed by the property owner or an authorized representative.

C. All applications shall be accompanied by the required fees, as set forth in Chapter 3.35 EMC.A. Applications for all project permits shall be submitted upon forms provided by the city and shall, at a minimum, consist of the materials specified in this section, plus any other materials required on the application form or by this title. Minimum required materials are as follows:

1. A completed development permit application form.

2. An explanation of intent, stating the nature of the proposed development, reasons for the permit request, pertinent background information, information required on the application form, technical reports, studies and data required to address conditions on the site or criteria of the permit or approval requested, and other information that may have a bearing in determining the action to be taken.

3. Proof that the property affected by the application is in the exclusive ownership of the applicant, or that the applicant has the consent of all partners in ownership of the affected property.

4. Legal description of the property affected by the application.

5. Additional information required by other sections of this title because of the type of development proposal or the area involved.

6. The fee established for such application as set forth in the city of Edgewood fee schedule.

B. Application materials shall be submitted to the community development director or designee who shall have the date of submission indicated on each copy of the materials submitted.

C. Following a determination that an application is complete, the city shall begin project review.

18.40.150 Determination of completeness (RCW 36.70B.070).

A. For the purposes of this title, a complete application is one that contains all items required under EMC 18.40.140For the purposes of this title, a complete application is one that contains all required information, supporting documentation, and signatures, as outlined on the project permit application, and which is accompanied by payment of any and all fees as set forth in the city of Edgewood fee schedule.1. Time Limitations.

a. Calculation of Time Periods for Issuance of Notice of Final Decision. In determining the number of calendar days that have elapsed after the city has notified the applicant that the application is complete for purposes of calculating the time for issuance of the notice of decision, the following periods shall be excluded:

i. Any period during which the applicant has been requested by the city to correct plans, perform required studies, provide additional required information, or otherwise requires the applicant to act. The period shall be calculated from the date the city notifies the applicant of the need for additional information until the earlier of the date the

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~~local government determines whether the additional information satisfies the request for information or 14 calendar days after the date the information has been provided to the city;~~

~~ii. If the city determines that the information submitted by the applicant under EMC 18.40.150, Determination of completeness, is insufficient or incorrect;~~

~~iii. Any period during which an environmental impact statement is being prepared following a determination of significance pursuant to Chapter 43.21C RCW, if the city by ordinance has established time periods for completion of environmental impact statements, or if the city and the applicant in writing agree to a time period for completion of an environmental impact statement;~~

~~iv. Any period for administrative appeals of project permit applications, if an open record appeal hearing or a closed record appeal, or both, are allowed. The time period for consideration and decision on appeals shall not exceed:~~

~~(A) Ninety calendar days for an open record appeal hearing; or~~

~~(B) Sixty calendar days for a closed record appeal, unless the parties agree to extend these time periods; and~~

~~2. Any extension of time mutually agreed upon by the applicant and the local government.~~

~~3. The time limits established in this section do not apply if a project permit application:~~

~~a. Requires an amendment to the comprehensive plan or a development regulation;~~

~~b. Requires approval of the siting of an essential public facility as provided in RCW 36.70A.200; or~~

~~c. Is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete pursuant to this section.~~

~~4. If the city is unable to issue its final decision within the time limits provided in this chapter, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of a final decision. The city is not liable for damages due to the city's failure to make a final decision within the time limits established in this chapter.~~

B. Determination of complete application.

1. Within 28 calendar days after receiving a project permit application, the city shall provide a written determination of completeness to the applicant via electronic mail which states either that:

   a. The application is complete; or

   b. The application is incomplete and that the procedural submission requirements of the city have not been met. The determination will outline what is necessary to make the application procedurally complete. To the extent known by the city, the determination will identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application.

2. If the city does not provide a written determination to the applicant that the application is incomplete within 28 calendar days, the application shall be deemed procedurally complete on the 29th day after receiving a project permit application. When the city does not provide a written determination to the applicant that the application is procedurally incomplete, the city may still seek additional information or studies as provided for in subsection (B)(3). The time period guidelines for review of project permit applications begins following the determination of a complete application, as set forth in EMC 18.40.200.

3. Additional information or studies may be required or project modifications may be undertaken subsequent to the procedural review of the application by the city. The city's determination of completeness shall not preclude the city from requesting additional information. However, if the

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procedural submission requirements, as outlined on the project permit application have been provided, the need for additional information or studies may not preclude a completeness determination.

C. If the applicant receives a written determination from the city that an application is ~~not~~ procedurally incomplete, the applicant shall have 90 calendar days to submit the necessary information to the city. If the applicant does not submit the required information within the 90 calendar day period, the application shall lapse due to a lack of information necessary to complete the review. No extensions shall be granted.

D. Within 14 calendar days after the applicant has submitted the requested additional information, the city shall make a determination as described in subsection (B) of this section; provided, however, that if upon review the application remains procedurally incomplete, the application shall lapse due to a lack of information necessary to complete the review, and the applicant shall be notified in writing of the determination.

18.40.160 Incorrect applications.

A. Following a determination of a complete application, if the city finds that additional information is necessary or corrections are required to make the proposal consistent with the comprehensive plan and development regulations, the city shall provide a letter to the applicant:

1. Detailing the necessary corrections;

2. Providing the response deadline; and

3. Include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review permitted under EMC 18.40.200.~~Following a determination of a complete application and the commencement of project review, the city may make a determination in writing that some information is incorrect and require that corrected information be submitted. The applicant shall have up to 90 calendar days to submit corrected information. The city shall have 14 calendar days to review the submittal of corrected information.~~

B. the applicant receives a written determination from the city that corrections or additional information are necessary, the applicant shall have up to 90 days to submit the necessary information to the city.

1. The director may allow for up to a total of two (2) extensions to submit the required information, not to exceed an additional 90 days each. Requests must be made in writing a minimum of ten (10) days prior to the submittal deadline.

2. If the applicant either refuses in writing to submit corrected information or does not submit the corrected information within the 90-day period, the application shall lapse.

3. The city shall have 14 calendar days to review the submittal of corrected information.

C. If the application requires a second request for additional or corrected information, the city shall schedule a meeting with said request in an attempt to resolve outstanding issues during the review process with the applicant. The meeting shall be scheduled within 14 calendar days of the correction letter date, unless the applicant requests an alternative date or refuses to meet. Following this attempt, if the city receives the additional or corrected information and proceeds with review, the community development director shall either approve or deny the application.~~If the corrected information is still not found to be sufficient, the city shall notify the applicant in writing that the submitted information is incorrect, and the time period set forth in subsection (A) of this section shall be repeated. This process may continue until complete or corrected information is obtained.~~

~~C. If the requested corrected information is sufficient, the city shall continue with project review, in accordance with the time calculations exclusions set forth in EMC 18.40.150, Determination of completeness. If the applicant either refuses in writing to submit corrected information or does not submit the corrected information within the 90 calendar day period, the application shall lapse.~~

~~D. Appeal of an administrative determination of an incomplete or incorrect application shall be made pursuant to EMC 18.40.090(L), Appeals.~~

18.40.170 Referral of applications.

Within ~~10~~ 14 calendar days of determining a complete application, the community development director or designee shall transmit a copy of the application, or appropriate parts of the application, to each appropriate agency and city department for review and comment, including those responsible for determining compliance with state, federal and county requirements. The affected agencies and city departments shall have 15 calendar days to comment. The referral agency or city department is presumed to have no comments if comments are not received within the specified time period. The community development director or designee may grant an extension of time if the application involves unusual circumstances.

18.40.180 Notice of application ~~(RCW 36.70B.060)~~.

~~A. A notice of application shall be issued within 14 calendar days after the city has made a determination of completeness pursuant to EMC 18.40.150, Determination of completeness, for all Process I, and Process II permits that require SEPA review, and all short plats, and all Process III and Process IV applications; provided, that the notice of application shall be provided at least 15 calendar days prior to any required open record hearing. One notice of application shall be completed for all permit applications related to the same project at the time of the earliest complete permit application.~~A. Applicability. This section applies to all short plats and all Process II, III, IV, and V applications.

B. A notice of application shall not be required for project permits that are categorically exempt under chapter 43.21C RCW, unless an open record public hearing is required or an open record appeal hearing is allowed on the project permit decision.~~A notice of application shall not be required for project permits that are categorically exempt under SEPA, WAC 197-11-800(a) through (d), Categorical Exemptions, unless a public comment period or an open record hearing is required prior to the decision on the project.~~

C. The notice of application shall include the following:

1. The application number;
2. The name of the applicant;
3. The date of application, the date of the notice of complete application, and the date of the notice of application;
4. The physical location of the proposal, if applicable;
5. A description of the proposal;
6. A list of the permits included in the application and, if applicable, a list of any studies requested under RCW 36.70B.070;
7. The identification of other permits not included in the application to the extent known by the local government;
8. The identification of existing environmental documents that evaluate the proposed project;
9. The location where the application and any studies can be reviewed;
10. A statement of the public comment period, which shall be not less than 14 nor more than 30 days following the date of notice of application;
11. A statement of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights.

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12. The date, time, place, and type of public hearing, if applicable and scheduled at the date of notice of the application;

13. A statement of the preliminary determination, if one has been made at the time of notice, of those development regulations that will be used for project mitigation and of consistency as provided in RCW 36.70B.030(2) and 36.70B.040;

14. If the City is using the optional DNS process (WAC 197-11-355), additional information will be added to the notice as required by WAC 197-11-355(2); and

15. Any other information determined appropriate by the director.

DC. Distribution. All required notices of application shall be:

1. Mailed to all owners of real property as shown by the records of the county assessor's office within 300 feet of the subject property;

2. Mailed or electronically mailed to any party of record, departments and agencies with jurisdiction, or any person who has made a written request to receive such notice;

3. Posted at the official city public notice board(s);

a. A minimum of one (1) public notice sign shall be required per street frontage.

b. In case of large parcels or street frontages exceeding 500 feet, the director may require the posting of additional signs.

4. The director(s) may publicize a given application more broadly or by additional means than stated herein if a greater level of public awareness is deemed necessary.

5. If the City is using the optional DNS process (WAC 197-11-355), EMC 20.05.200(A)(2) notice distribution standards will apply.

6. For short subdivisions and subdivisions, notice shall be given as provided in Title 16.

F. Timing. The notice of application shall be issued:

1. Within 14 days ~~of determination that an application is complete~~after the city has made a determination of completeness pursuant to EMC 18.40.150; provided~~; and~~:

a. The notice of application shall be provided at least 15 days prior to any open record public hearing; and

b. One (10 notice of application shall be completed for all applications related to the same project at the time of the earliest complete permit application.

~~1.~~2. ~~At least 15 days prior to any open record hearing.The notice of application process shall follow RCW 36.70B.110, or as hereafter amended.~~

18.40.190 Notice of public hearing.

A. Notice of public hearing is required for all types of applications for which a public hearing is held. Notice of public hearing ~~shall be reasonably calculated to give actual notice and~~ shall contain the following information:

1. The name of the applicant or the applicant's representative;

2. Description of the affected property~~, which may be in the form of either a vicinity location sketch or written description, other than a legal description~~;

3. The date, time, and place of the hearing;

4. The nature of the proposed use or development;

5. A statement that all interested persons may appear and provide testimony;

6. When and where information may be examined, and when and how written comments addressing findings required for a decision by the hearing body may be admitted;

7. The name of a city representative to contact and the telephone number where additional information may be obtained;

8. That a copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at the cost of reproduction; and

9. That a copy of the staff report will be available for inspection at no cost at least five calendar days prior to the hearing and copies will be provided at the cost of reproduction.

10. A statement of the right of any person to submit written comments to the hearing examiner and to appear at the public hearing of the hearing examiner to give comments orally and the right to request a copy of the decision once made.

11. A statement that only persons who submit written or oral comments to the hearing examiner may appeal the hearing examiner's decision.

~~B. Mailed notice of the public hearing shall be provided by the city as follows:~~

~~1. All owners of real property as shown by the records of the county assessor's office within 300 feet of the subject property; and~~

~~2. Any person who submits written comments on an application.~~

~~3. For Process V legislative actions, the city shall publish notice as described in this section, and use all other methods of notice as required by RCW 35A.12.160.~~

B~~C~~. ~~Procedure for Posted and/or Published~~ Notice of Public Hearing Procedures.

~~1. Posted notice of the public hearing is required for all Process III and Process IV permit actions. The posted notice of hearing shall be added to the sign already posted on the property pursuant to EMC 18.40.180, Notice of application.~~

2. The ~~Published notice of the public hearing is required for all Process III and Process IV procedures. The published~~ notice of public hearing ~~ice~~ shall ~~be published at least once in a newspaper of general circulation within the city and~~ contain the following information:

a. Project location;

b. Project description and nature of issues to be discussed at the hearing;

c. Type of permit(s) required;

d. Comment period dates and how written comments addressing findings required for a decision by the hearing body may be submitted; and

e. The location where the complete application may be reviewed.

2. The posted notice of hearing shall be added to the sign already posted on the property pursuant to EMC 18.40.180~~, Notice of application~~.

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3. Notice of Public Hearing for Process III and IV actions shall comply with EMC 18.40.180(D). Process V legislative actions shall require published notice in the local paper and use all other methods of notice as required by RCW 35A.12.160.

C~~D~~. Notice shall be mailed, posted and first published not less than 15 nor more than 30 days prior to the hearing requiring the notice. Any posted notice shall be removed by the applicant within 10 calendar days following the conclusion of public hearing(s).

D~~E~~. Open record hearings shall be conducted in accordance with this section. The community development director or designee shall be responsible for the hearing and shall:

1. Schedule an application for review and public hearing;

2. Give notice; however, applicant is responsible for some of the notice requirements;

3. Prepare the staff report on the application, which shall be a single report stating all of the decisions made as of the date of the report, including recommendations on project permits in the consolidated permit process that do not require an open record predecision hearing. The report shall state any mitigation required or proposed under the development regulations or the city's authority under SEPA. If the threshold determination other than a determination of significance has not been issued previously by the city, the report shall include or append this determination. In the case of a Process I or Process II project permit application, this report may be the permit; and

4. Prepare the notice of decision, if required by the hearing body, and/or mail a copy of the notice of decision to those required by this code to receive such decision.

5. The hearing body shall be subject to the code of ethics and prohibitions on conflict of interest as set forth in RCW 35A.42.020 and Chapter 42.23 RCW, as the same now exists or may hereafter be amended.

6. Ex Parte Communications.

a. No member of the hearing body may communicate, directly or indirectly, regarding any issue in a quasi-judicial proceeding before them, other than to participate in communications necessary to procedural aspects of maintaining an orderly process, unless they provide notice and opportunity for all parties to participate; except as provided in this section:

i. The hearing body may receive advise from legal counsel; or

ii. The hearing body may communicate with staff members, except where the proceeding relates to a code enforcement investigation or prosecution.

b. If, before serving as the hearing body in a quasi-judicial proceeding, any member of the hearing body receives an ex parte communication of a type that could not properly be received while serving, the member of the hearing body, promptly after starting to serve, shall disclose the communication as described in subsection (E)(3)(c) of this section.

c. If the hearing body receives an ex parte communication in violation of this section, they shall place on the record:

i. All written communications received;

ii. All written responses to the communications;

iii. The substance of all oral communications received and all responses made; and

iv. The identity of each person from whom the hearing body received any ex parte communication.

d. The hearing body shall advise all parties that these matters have been placed on the record.

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e. Upon request made within 10 calendar days after notice of the ex parte communication, any party desiring to rebut the communication shall be allowed to place a rebuttal statement on the record.

7. Disqualification.

a. Any member who is disqualified may be counted only by making full disclosure to the audience, abstaining from voting on the disqualification, vacating the seat on the hearing body and physically leaving the hearing.

b. If all members of the hearing body are disqualified, all members present after stating their reasons for disqualification shall be requalified and shall proceed to resolve the issues.

c. Except for Process IV actions, a member absent during the presentation of evidence in a hearing may not participate in the deliberations or decision unless the member has reviewed the evidence received.

8. The burden of proof is on the proponent, pursuant to EMC 18.30.090, Burden of proof. The project permit application must be supported by proof that it conforms to the applicable elements of the city's development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed.

9. The order of proceedings for a hearing will depend in part on the nature of the hearing. The following shall be supplemented by administrative procedures as appropriate.

a. Before receiving information on the issue, the following shall be determined:

i. Any objections on jurisdictional grounds shall be noted on the record and if there is objection, the hearing body has the discretion to proceed or terminate; and

ii. Any abstentions or disqualification shall be determined.

b. The presiding officer may take official notice of known information related to the issue, such as:

i. A provision of any ordinance, resolution, rule, officially adopted development standard or state law; and

ii. Other public records and facts judicially noticeable by law.

c. Matters officially noticed need not be established by evidence and may be considered by the hearing body in its determination. Parties requesting notice shall do so on the record; however, the hearing body may take notice of matters listed in subsections (E)(6)(a) and (b) of this section if stated for the record. Any matter given official notice may be rebutted.

d. The hearing body may view the area in dispute with or without notification to the parties, but shall place the time, manner, and circumstances of such view on the record.

e. Information shall be received from the staff and from proponents and opponents. The presiding officer may approve or deny a request from a person attending the hearing to ask a question. Unless the presiding officer specifies otherwise, if the request to ask a question is approved, the presiding officer will direct the question to the person submitting testimony.

f. When the presiding officer has closed the public hearing portion of the hearing, the hearing body shall openly discuss the issue and may further question a person submitting information or the staff if opportunity for rebuttal is provided.

10. The hearing body shall issue a recommendation or decision, as applicable, within 14 calendar days of the record being closed.

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11. A party of record may ask for a reconsideration of a decision by the hearing examiner for a Process III action or a recommendation by the planning commission for a Process IV action. Reconsideration is not authorized for Process I and Process II applications. A reconsideration may be requested if either:

a. A specific error of fact or law can be identified; or

b. New evidence is available which was not available at the time of the hearing.

c. A request for reconsideration shall be filed by a party of record within seven working days of the date of the initial decision/recommendation. Any reconsideration request shall cite specific references to the findings and/or criteria contained in the ordinances governing the type of application being reviewed. A request for reconsideration temporarily suspends the appeal deadline. The hearing examiner shall promptly review the reconsideration request and within 10 working days issue a written response, either approving or denying the request. If the reconsideration is denied, the appeal deadline of the hearing examiner's decision shall recommence for the remaining number of days. If a request for reconsideration is accepted, a decision is not final until after a decision on reconsideration is issued.

EF. The community development director or designee may combine any public hearing on a project permit application with any hearing that may be held by another local, state, regional, federal, or other agency, on the proposed action, as long as:

1. The other agency consents to the hearing;

2. The other agency is not expressly prohibited by statute from doing so;

3. Sufficient notice of the hearing is given to meet each of the agencies' adopted notice requirements as set forth in statute, ordinance, or rule;

4. The agency has received the necessary information about the proposed project from the applicant in enough time to hold its hearing at the same time as the local government hearing; and

5. The hearing is held within the Edgewood city limits.

F. An applicant may request that the public hearing on a permit application be combined as long as the hearing can be held within the time periods set forth in this chapter. In the alternative, the applicant may agree to a particular schedule if additional time is needed in order to complete the hearings.

~~G. Following a decision of a project permit by the applicable decision-making body, the city shall provide a notice of decision that also includes a statement of any threshold determination made under SEPA (Chapter 43.21C RCW) and the procedures for appeal.~~

~~1. The notice of decision shall be issued within 120 calendar days after the city notifies the applicant that the application is complete. The time frames set forth in this section shall apply to project permit applications filed on or after the effective date of this title.~~

~~2. The notice of decision shall be provided to the applicant and to any person who, prior to the rendering of the decision, requested notice of the decision or submitted substantive comments on the application.~~

~~3. Notice of the decision shall be provided to the public as set forth in EMC 18.40.190, Notice of public hearing. The city shall provide notice of the decision to the county assessor's office if affected property owners' request a change in valuation for property tax purposes.~~

~~4. If the city is unable to issue its final decision on a project permit application within the time limits provided for in this chapter, it shall provide written notice of this fact to the parties of record. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of the notice of decision.~~

~~H. Closed Record Hearings and Administrative Appeals.~~

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~~1. This section allows for administrative appeals as provided in the framework in EMC 18.40.090, Process II – Administrative action. Administrative appeals are heard by the hearing examiner or city council, as applicable.~~

~~2. Consolidated Appeals.~~

~~a. All appeals of project permit application decisions, other than an appeal of determination of significance (DS), shall be considered together in a consolidated appeal.~~

~~b. Appeals of environmental determinations under EMC Title 20, SEPA, including administrative appeals of a threshold determination shall proceed as provided in that chapter.~~

~~3. Only parties of record may initiate an administrative appeal on a project permit application.~~

~~4. An appeal must be filed as specified in EMC 18.40.090(L), Appeals.~~

~~5. Appeals shall be in writing, be accompanied by an appeal fee as set forth in the city of Edgewood fee schedule, and contain all the information as specified in EMC 18.40.090(L), Appeals.~~

~~6. The timely filing of an appeal shall stay the effective date of the decision until such time as the appeal is adjudicated by the hearing examiner or city council, as applicable, or is withdrawn.~~

~~7. Public notice of the appeal shall be given as provided in EMC 18.40.190, Notice of public hearing.~~

~~8. The closed record decision/appeal hearing shall be on the record before the hearing body and no new evidence may be presented. The following subsections of this title shall apply to a closed record decision/appeal hearing:~~

~~a. Subsection (E)(2) of this section;~~

~~b. Subsection (E)(3) of this section;~~

~~c. Subsection (E)(4) of this section;~~

~~d. Subsection (E)(5) of this section;~~

~~e. Subsection (E)(6) of this section;~~

~~f. Subsection (G) of this section.~~

~~I. Judicial Appeals.~~

~~1. The city's final decision or appeal decision on a Process I, II, III, IV, or V application may be appealed by a party of record with standing to file a land use petition in Pierce County superior court.~~

~~2. A land use petition must be filed within 21 calendar days of issuance of the notice of decision or appeal decision.~~

~~3. A land use petition shall be filed according to the procedural standards outlined in Chapter 36.70C RCW, Judicial Review of Land Use Decisions, also known as the "Land Use Petition Act."~~

18.40.200 Notice of Decision

A. The Decision-Making Body (identified in EMC 18.40.190) shall issue the notice of decision within the specified times contained in the Chapter.

B. Time periods for final decisions shall be:

——1. Process I Applications: 65 days;

——2. Process II Applications: 100 days;

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~~—~~3. Process III, IV. and V Applications: 170 days

C. The number of days an application is in review shall be calculated from the day completeness is determined under EMC 18.40.150 to the date a final decision is issued on the project permit application.

D. The number of days in review shall be calculated by counting every calendar day, excluding the following periods:

1. The period between the day that the city has notified the applicant, in writing, that additional information is required to further process the application and the day when the applicant is notified in writing that the additional information satisfies the request or 14 days after the last required resubmitted information;

2. Any period after an applicant informs the city, in writing, that they request a temporar~~il~~ly suspen~~d~~sion of the review of the application, until the time that the applicant notifies the city, in writing, that they would like to resume the application:

   a. If any request to suspend the application or to resume review is received on a Saturday, Sunday, a day designated by RCW 1.16.050 or by the city's ordinances as a legal holiday, then the corresponding date shall be calculated from the next business day;

   b. Any such suspension shall be permitted a maximum of one time, for a minimum of 60 days and a maximum of 180 days; and

   c. If the city does not receive notice from the applicant to resume review, the application shall lapse;

   d. If an applicant suspends the review of an application for more than 60 days, an additional 30 days will be added to the time periods for final decision, as set forth in EMC 18.40.200.

3. Any period during which an environmental impact statement is being prepared following a determination of significance pursuant to Chapter 43.21C RCW.

4. If the application requires approval of a Development Agreement, or amendments to the Comprehensive Plan, development regulations, or zone reclassification.

5. Annual amendments to the comprehensive plan.

6. The project permit is to rectify a code violation.

7. Any period after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired.

8. Any extension of time mutually agreed upon by the applicant and the city.

9. Any period during which a Landmark designation, street vacation, or other approval relating to the use of public areas or facilities is being considered.

10. Any of the following applications: Boundary line adjustment, final short subdivisions, final subdivisions, siting of essential public facilities, building applications and associated construction applications, site specific rezones.

E. The time periods for the city to process an application shall ~~start over~~restart if an applicant proposes a change in use or a change that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use.

F. Notice of Decision Contents:

1. Process I Notice of Decision. The notice of decision shall be the permit itself or a separate written decision with limited facts and findings.

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2. All other Notice of Decisions. The notice of decision shall include the following in a written decision:

a. A statement granting, modifying and granting, or denying the application.

b. Any conditions and restrictions that are imposed.

c. A statement of facts presented by the community development director or designee that support the decision, including any conditions and restrictions that are imposed.

d. A statement of the Decision-Making Body conclusions based on those facts.

e. A statement of the criteria used in making the decision.

f. The date of the decision.

g. A summary of the rights, as established in this process, of the applicant and others to appeal the decision.

h. A statement of any threshold determination made under the State Environmental Policy Act, WAC 197-11-330, Threshold determination process.

G. Notice of Decision Distribution. The notice of decision shall be provided via mail or electronically to the applicant and to any person who, prior to the rendering of the decision, requested notice of the decision or submitted substantive comments on the application. The city shall provide notice of the decision to the county assessor's office if affected property owners' request a change in valuation for property tax purposes.

18.40.210 Administrative appeals.

A. Applicability. This section applies to administrative appeals of decisions on project permit applications when allowed by this chapter.

B. Timing and contents of appeal. A letter of appeal must be delivered to the department of community development within 14 calendar days after issuance of the decision being appeals. The letter of appeal must include:

1. A statement identifying the decision being appealed, along with a copy of the decision;

2. A statement of the alleged errors in the decision, including identification of specific factual findings and conclusions of the community development director or designee disputed by the person filing the appeal;

3. The specific relief sought;

4. The appellant's name, address, and telephone number, and any other information to facilitate communications with the appellant; and

5. Payment of the fee as established by the city. The appeal will not be accepted unless it is accompanied by the required fee.

C. Standing. Only those persons with standing to appeal the decision may participate in the appeal. These persons may participate in either or both of the following ways:

1. By submitting written comments or information to the community development department prior to the hearing or to the hearing examiner during the hearing.

2. By appearing in person, or through a representative, at the hearing and submitting oral comments directly to the hearing examiner. The hearing examiner may reasonably limit the extent of the oral comments to facilitate the orderly and timely conduct of the hearing.

D. Staff Report on Appeal.

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1. The community development director or designee shall prepare a staff report on the appeal containing the following:

a. The written decision being appealed.

b. All written comments submitted to the department.

c. The letter of appeal.

d. An analysis of the alleged errors in the decision and any specific factual findings and conclusions disputed in the letter of appeal.

2. At least seven (7) calendar days before the hearing, the community development department shall distribute copies of the staff report on the appeal to the following:

a. The appellate body.

b. The applicant.

c. The person who filed the appeal.

E. Open Record Appeal.

1. Open record appeal hearings ~~on the appeal are~~shall be open to the public.

2. The appellate body shall make an audio recording of each hearing.

3. The person filing the appeal has the responsibility of convincing the appellate body by a preponderance of the evidence that the decision contains an error of law or that its findings of fact or conclusions are incorrect pursuant to EMC 18.30.090, Burden of proof.

4. The scope of the appeal is limited to the errors raised or the specific factual findings and conclusions disputed in the letter of appeal. The appellate body may only consider evidence, testimony or comments relating to errors raised or the disputed findings and conclusions. The appellate body may not consider any request for modification or waiver of applicable requirements of this chapter or any other law.

5. The appellate body may continue the hearing if, for any reason, the appellate body is unable to hear all of the public comments on the appeal or if the appellate body determines that more information is needed within the scope of the appeal. If, during the hearing, the appellate body announces the time and place of the next hearing on the matter and a notice thereof is posted on the door of the hearing room, no further notice of that hearing need be given.

6. Decision on Appeal.

a. The appellate body shall consider all information and comments within the scope of the appeal submitted by persons entitled to participate in the appeal. The appellate body shall either affirm or change the findings and conclusions of the decision that were appealed. Based on the appellate body's findings and conclusions, the appellate body shall either affirm, reverse or modify the decision being appealed.

b. Within 10 working days after the public hearing, the appellate body shall issue a written decision on the appeal. Within five working days after it is issued, the appellate body shall distribute the decision as follows:

a. The applicant.

b. The person who filed the appeal.

c. Each person who participated in the appeal.

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c. The decision by the hearing examiner is the final decision of the city, subject to review pursuant to RCW 36.70C.040 in the Pierce County superior court in accordance with EMC 18.40.220.

F. Closed Record Appeal.

1. Closed record appeal hearings are open to the public.

2. The city council shall make a complete electronic audio recording of each closed record appeal.

3. The person filing the appeal has the responsibility of convincing the city council by a preponderance of the evidence that the decision being appealed contains an error of law or that its findings of fact or conclusions are incorrect.

4. The scope of the appeal is limited to the specific errors raised or factual findings disputed in the letter of appeal. The city council shall consider only the following:

a. The information received by the department with the letter of appeal;

b. The record before the original decisionmaker, including admitted exhibits and evidence;

c. Appeal arguments by the appellant and other parties of record on appeal, provided that appeal argument shall address only the issues raised by the letter of appeal; and

d. New evidence that was not presented to or considered by the hearing examiner, but only if that evidence relates to the validity of the original decision at the time it was made and the party offering the new evidence did not know and was under no duty to discover or could not reasonably have discovered the evidence until after the original decision.

5. Decision on appeal. After considering the matter as provided in this section, the city council shall take one of the following actions:

a. If city council determines that the disputed findings of fact and conclusions are the correct findings of fact and conclusions, the council shall affirm the decision.

2. If city council determines that the disputed findings of fact and conclusions are not correct and that correct findings of fact and conclusions do not support the decision of the hearing examiner, the council shall modify or reverse the decision.

4. The decision of city council is the final decision of the city, subject to review pursuant to RCW 36.70C.040 in the Pierce County superior court in accordance with EMC 18.40.220.

G. Notice of Decision. Following the final decision on appeal, the community development director or designee shall prepare a notice of the city's final decision on the application. To the extent the decision does not do so, the notice shall include a statement of any threshold determination made under the State Environmental Policy Act, WAC 197-11-330.

G. The following apply to appeals allowed under SEPA:

1. The SEPA appeal is limited to review of a final threshold determination and final EIS.

2. No appeal of the intermediate steps under SEPA, such as lead agency determination, scoping, or draft EIS adequacy, is allowed.

3. Only one administrative appeal of a threshold determination or of the adequacy of an EIS is allowed. Successive administrative appeals on these issues are prohibited.

4. An appeal of SEPA procedures must be consolidated with any appeal of the associated project permit, except that the following need not be consolidated:

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a. The appeal of a determination of significance;

b. An appeal of a procedural determination made by an agency when the agency is a project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations, prior to submitting an application for a project permit; and

c. An appeal of a procedural determination made by an agency on a nonproject action.

5. Judicial review of any SEPA determination must be coupled with an appeal of the city's final action on the underlying application.

H. Notice of Decision. Following the final decision on appeal, the community development director or designee shall prepare a notice of the city's final decision on the application. To the extent the decision does not do so, the notice shall include a statement of any threshold determination made under the State Environmental Policy Act, WAC 197-11-330.

18.40.220 Judicial appeals.

A. The city's final decision or appeal decision on a project permit application may be appealed by a party of record with standing to file a land use petition in Pierce County superior court.

B. A land use petition must be filed within 21 calendar days of issuance of the notice of decision or appeal decision in accordance with Chapter 36.70C RCW, Judicial Review of Land Use Decisions, also known as the "Land Use Petition Act."

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Exhibit C

18.95.020 Applicability

A. Site plan design review shall be required prior to the issuance of construction permits in any of the following circumstances:

1. The new construction of a nonresidential building or other structure;

2. The expansion, remodel, or alteration of any building or other structure by more than five percent of its existing floor area, or overall size in cases where floor area standards are not applicable;

3. The expansion of any building or structure that creates a new dwelling unit;

4. A change of use, or where traffic, parking, noise or other impacts are greater than the impacts for the previously existing use, as determined by the director; or

5. The construction and reconstruction of driveway approaches, gates, roads, shared access facilities, alleys, and driving surfaces within ingress/egress easements.

B. The following activities shall not require site plan design review:

1. Permits authorizing residential construction for detached single-family residential use and accessory dwelling units.

2. Normal building maintenance and repair, or ~~A~~any activity that does not require a building permit or is not considered a change in use, as determined by the director.

3. Any activity on the exterior of a building that does not exceed a 25 percent change in any existing facade or roof form.

4. Interior ~~work that does not alter the exterior of the structure or affect parking standards as determined by the director.~~ alterations, provided that the interior alterations do not result in the following:

(a) Additional sleeping quarters or bedrooms;

(b) Nonconformity with Federal Emergency Management Agency (FEMA) substantial improvement thresholds; or

(c) Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

Nothing in this subsection (4) exempts interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes. For purposes of this subsection (4), "interior alterations" include construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.

~~5. Normal building maintenance and repair.~~

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Exhibit D

16.04.030 Review procedures.

Full subdivision applications shall be reviewed in accordance with the following procedures:

A. A preliminary full subdivision application is reviewed as a Process III hearing examiner action pursuant to EMC 18.40.100.

B. A final plat application is reviewed as a Process IV quasi-judicial rezone pursuant to EMC 18.40.110.

C. Prior to submission of a preliminary full subdivision application, a preapplication conference as prescribed in EMC 18.40.130 may be requested by the applicant or city staff, but is not required. ~~The applicant is responsible for submitting the required information and paying the appropriate fee as set forth in the city of Edgewood fee schedule.~~

16.04.040 Neighborhood meeting.

~~Following the preapplication conference and~~Prior ~~prior~~ to ~~submission of~~submitting a full subdivision application, a neighborhood meeting is required. The purpose of the neighborhood meeting is to allow the applicant to identify community concerns and receive public input on the preliminary plat application. The applicant shall take action minutes of the meeting and shall submit the minutes with the preliminary plat application.

The meeting shall be open to the public and a representative of the city should attend. The meeting shall be held on a weekday evening, but not during a city observed holiday. In order to schedule a neighborhood meeting, the applicant shall perform the following three steps: (A) contact the city to receive a mailing list consistent with the requirement set forth in EMC 16.01.080; (B) verify the date is not an observed holiday; and (C) pay the applicable fees as set forth in the city of Edgewood fee schedule. Once the meeting is scheduled, the applicant shall mail notice of the meeting to all property owners identified on the provided mailing list. The meeting notice shall be mailed at least 15 calendar days prior to the neighborhood meeting date. The applicant shall submit a copy of the mailed notice and an affidavit confirming all mailings with the preliminary plat application.

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Exhibit E

18.90.080 Housing incentives program.

A. The city is responsible for establishing regulations that will result in a variety of housing opportunities. To that end, the city's comprehensive plan contains policies designed to encourage affordable and special needs housing. Not only are a number of regulatory tools available to help stimulate the development of desired housing in the city, but some of these tools offer an additional benefit to the city as a whole in dispersing "qualified" housing such as affordable units throughout the city.

B. This section applies, at the developer's option, to land use applications for housing in identified zones below, except the construction of a single-family dwelling on one lot that can accommodate only one dwelling based upon the underlying zoning designation. This section shall not apply to adult family homes, nursing and residential care facilities, assisted living facilities and all group homes.

C. All housing developed under these standards shall meet all applicable federal, local, and state guidelines and requirements for limiting occupancy to identified qualified groups.

D. Inclusionary Density Bonuses.

1. In return for the inclusion of a number of on-site units dedicated to serving low-income and/or below market rate persons, one-half additional, on-site market-rate unit is permitted as a bonus for each qualified unit, to the extent that no more than a maximum total of 150 units are provided throughout the city. This must not exceed the prescribed density above the maximum density permitted in the underlying zoning district as shown below; provided, that only one-half bonus unit may be awarded per qualified unit, no matter how many qualifying categories it serves as shown the table below.

Table 4 Density Bonus

Zone	Permitted Density	Density Bonus	Maximum Density
Mixed Residential 1	4 dua	2 dua	6 dua
Mixed Residential 2	8 dua	4 dua	12 dua
Mixed Use Residential	6 dua	3 dua	9 dua
Commercial	8 dua	4 dua	12 dua
Town Center	10 dua	5 dua	15 dua

For the purpose of this section only, fractions of 0.5 or greater shall be rounded up to the nearest whole number when calculating the number of dwelling units or residential building lots that are permitted to be constructed.

2. Prior to the final approval of any land use application for which density bonuses are being sought, the owner of the affected parcel shall deliver to the city a duly executed covenant running with the land, in a form approved by the city attorney. The

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owner/applicant shall be responsible for the cost of preparing and recording the covenant and the owner/applicant or subsequent owner or operator shall be responsible for administering the covenant. The commencement date shall be the date that the first lease agreement with a renter within an applicable qualification group becomes effective.

3. The qualified units constructed under these provisions shall be integrated and dispersed within the development for which the density bonus is granted. The physical segregation of qualified housing units from unqualified market-rate housing units, or the congregation of qualified housing units into a single physical portion of the development is prohibited.

4. The size of the qualified units constructed under the provisions of this chapter shall be proportionate to the size of the units contained in the entire project (i.e., if 50 percent of the units in the project are one-bedroom units and 50 percent are two-bedroom units, then the qualified units shall be divided equally between one- and two-bedroom units).

5. If a project is to be phased, the proportion of qualified units to be completed with each phase shall be determined as part of the phasing plan approved by the community development director or designee.

E. A preapplication conference ~~will be required~~is recommended, although not required, and may be requested by the applicant or city staff, for any land use application that includes a proposal for a density bonus under this program. Density bonus proposals shall be reviewed and approved concurrently with the related primary land use application and shall follow the established procedures for review and appeal, if necessary, of the permit type.

F. The community development department shall maintain a list of all qualified units created under this program. In conjunction with comprehensive plan review and amendment processes, the level and type of unit production and other factors relating to this program shall be evaluated to gauge how effectively these regulations are functioning and to direct necessary adjustments in the program.

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SB 5290 Description: An act relating to consolidating local permit review processes; amending RCW 36.70B.140, 36.70B.020, 36.70B.070, 36.70B.080, and 36.70B.160; reenacting and amending RCW 36.70B.110; adding new sections to chapter 36.70B RCW; creating new sections; and providing an effective date.

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36.70B.010 Findings and declaration. *** NO CHANGES ***		
36.70B.020 Definitions. *** CHANGES EFFECTIVE JULY 23, 2023 ***		
Requirement	Existing Edgewood Code	Proposed Changes and Notes
Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter. (1) "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.	EMC 18.20.060: "Closed record appeals" means administrative appeals under RCW 36.70B.110, which are heard by the city council or hearing examiner, 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 arguments allowed.	No modification required, already compliant prior to SB 5290
(2) "Local government" means a county, city, or town.	N/A	N/A
(3) "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.	EMC 18.20.180: "Open record hearing" means a hearing held by a decision-making body that is authorized by the city to conduct such hearings, that creates the city's record through testimony and submission of evidence and information, under procedures prescribed by the city by ordinance or resolution.	Added language to the end of this definition regarding "open record appeal hearing" due to references in EMC 18.40.090 Process II and throughout the proposed code changes: "This includes an open record appeal hearing."
(4) "Project permit" or "project permit application" means any land use or environmental permit or license required from a local government for a project action, including but not limited to subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones which do not require a comprehensive plan amendment, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection.	EMC 18.20.190: "Project permit" means any land use or environmental permit or license required from the city of Edgewood for a project action, including but not limited to site development permits, fill and grade permits, subdivisions, binding site plans, planned unit developments, conditional uses, site plan(s), shoreline substantial development permits, development plan review, site-specific rezones which do not require a comprehensive plan amendment; but excluding adoption or amendment of a comprehensive plan, subarea plan or development regulations except as otherwise specifically included in this definition.	Modified to be compliant under Ordinance 23-0647 (effective until 12/31/2024). **Need to reiterate this in ordinance.**
(5) "Public meeting" means an informal meeting, hearing, workshop, or other public gathering of people to obtain comments from the public or other agencies on a proposed project permit prior to the local government's decision. A public meeting may include, but is not limited to, a design review or architectural control board meeting, a special review district or community council meeting, or a scoping meeting on a draft environmental impact statement. A public meeting does not include an open record hearing. The	EMC 18.20.190: "Public meeting" means an informal or formal meeting, workshop, or other public gathering of persons to obtain comments from the public or other agencies on a proposed project permit prior to the city's decision, but is not an open record hearing.	Not an exact match, but no modification was made by Ordinance 23-0647 (effective until 12/31/2024). Since the last sentence states "may", it doesn't have to provided in the definition. No further change is recommended but need to reiterate this in ordinance.

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proceedings at a public meeting may be recorded and a report or recommendation may be included in the local government's project permit application file.		
36.70B.030 Project review—Required elements—Limitations. *** NO CHANGES ***		
36.70B.040 Determination of consistency. *** NO CHANGES ***		
36.70B.050 Local government review of project permit applications required - Objectives. *** NO CHANGES ***		
36.70B.060 Local governments planning under the growth management act to establish integrated and consolidated project permit process—Required elements. *** NO CHANGES ***		
36.70B.070 Project permit applications—Determination of completeness—Notice to applicant. *** CHANGES EFFECTIVE JULY 23, 2023 ***		
Requirement	Existing Edgewood Code	Proposed Changes and Notes
(1) (a) Within 28 days after receiving a project permit application, a local government planning pursuant to RCW 36.70A.040 shall provide a written determination to the applicant. (b) The written determination must state either: (i) That the application is complete; or (ii) That the application is incomplete and that the procedural submission requirements of the local government have not been met. The determination shall outline what is necessary to make the application procedurally complete. (c) The number of days shall be calculated by counting every calendar day. (d) To the extent known by the local government, the local government shall identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application.	EMC 18.40.150(B)(1): Within 28 calendar days after receiving a project permit application, the city shall provide a written determination of completeness to the applicant which states either that: a. The application is complete; or b. The application is incomplete and that the procedural submission requirements of the city have not been met. The determination will outline what is necessary to make the application procedurally complete. To the extent known by the city, the determination will identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application. EMC 18.40.060(B)(1): "Day" means calendar day.	Modified to be compliant under Ordinance 23-0647 (effective until 12/31/2024). **Need to reiterate this in ordinance.**
(2) A project permit application is complete for purposes of this section when it meets the procedural submission requirements of the local government, as outlined on the project permit application. Additional information or studies may be required or project modifications may be undertaken subsequent to the procedural review of the application by the local government. The determination of completeness shall not preclude the local government from requesting additional information or studies either at the time of the notice of completeness or subsequently if new information is required or substantial changes in the proposed action occur. However, if the procedural submission requirements, as outlined on the project permit application have been provided, the need for additional information or studies may not preclude a completeness determination.	EMC 18.40.150(A): For the purposes of this title, a complete application is one that contains all required information, supporting documentation, and signatures, as outlined on the project permit application, and which is accompanied by payment of any and all fees as set forth in the city of Edgewood fee schedule. EMC 18.40.150(B)(3): Additional information or studies may be required or project modifications may be undertaken subsequent to the procedural review of the application by the city. The city's determination of completeness shall not preclude the city from requesting additional information or studies either at the time of the notice of completeness or at some later time, if new information is required or where there are substantial changes in the proposal. However, if the procedural submission requirements, as outlined on the project permit application, have been provided, the need for additional information or studies may not preclude a completeness determination.	Modified to be compliant under Ordinance 23-0647 (effective until 12/31/2024). **Staff is recommended the following revisions to add clarity, reduce redundancies, and ensure compliance between Titles:** EMC 18.40.150(A): For the purposes of this title, a complete application is one that contains all items required under EMC 18.40.140. EMC 18.40.150(B)(3): Additional information or studies may be required,or project modifications may be undertaken subsequent to the procedural review of the application by the city. The city's determination of completeness shall not preclude the city from requesting additional information. However, if the procedural submission requirements, as outlined on the project permit application, have

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		been provided, the need for additional information or studies may not preclude a completeness determination.
(3) The determination of completeness may include or be combined with the following: (a) A preliminary determination of those development regulations that will be used for project mitigation; (b) A preliminary determination of consistency, as provided under RCW **36.70B.040**; (c) Other information the local government chooses to include; or (d) The notice of application pursuant to the requirements in RCW 36.70B.110.	N/A	Not required and wasn't previously included under Ordinance 23-0647. Staff does not recommend any further changes to EMC 18.40.150(B).
36.70B.070 Project permit applications—Determination of completeness—Notice to applicant. *** CHANGES EFFECTIVE JULY 23, 2023 ***		
Requirement	Existing Edgewood Code	Proposed Changes and Notes
(4) (a) An application shall be deemed procedurally complete on the 29th day after receiving a project permit application under this section if the local government does not provide a written determination to the applicant that the application is procedurally incomplete as provided in subsection (1)(b)(ii) of this section. When the local government does not provide a written determination, they may still seek additional information or studies as provided for in subsection (2) of this section.	EMC 18.40.150(B)(2): If the city does not provide a written determination to the applicant that the application is incomplete within 28 calendar days, the application shall be deemed procedurally complete on the twenty-ninth day after receiving a project permit application. When the city does not provide a written determination to the applicant that the application is procedurally incomplete, the city may seek additional information or studies as provided for in subsection (B)(3) of this section. The time period guidelines for review of project permit applications begin following the determination of a complete application.	Modified to be compliant under Ordinance 23-0647 (effective until 12/31/2024. **Staff is recommended the following revision to be consistent with Title 15:** EMC 18.40.150(B)(2): If the city does not provide a written determination to the applicant that the application is incomplete within 28 calendar days, the application shall be deemed procedurally complete on the 29th day after receiving a project permit application. When the city does not provide a written determination to the applicant that the application is procedurally incomplete, the city may still seek additional information or studies as provided for in subsection (B)(3). The time period guidelines for review of project permit applications begin following the determination of a complete application.
(b) Within 14 days after an applicant has submitted to a local government additional information identified by the local government as being necessary for a complete application, the local government shall notify the applicant whether the application is complete or what additional information is necessary.	EMC 18.40.150(C): If the applicant receives a written determination from the city that an application is not complete, the applicant shall have up to 90 calendar days to submit the necessary information to the city. Within 14 calendar days after an applicant has submitted the requested additional information, the city shall make the determination as described in subsection (B) of this section, and notify the applicant in the same manner. If the applicant either refuses, in writing, to submit additional information, or does not submit the required information within the 90 calendar day period, the application shall lapse because of a lack of information necessary to complete the review.	Modified to be compliant under Ordinance 23-0647 (effective until 12/31/2024. **Staff is recommended the following revision to be consistent with Title 15:** EMC 18.40.150(C): If the applicant receives a written determination from the city that an application is not complete, the applicant shall have 90 calendar days to submit the necessary information to the city. If the applicant does not submit the required information within the 90-calendar-day period, the application shall lapse due to a lack of information necessary to complete the review. No extensions shall be granted

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		EMC 18.40.150(D): Within 14 calendar days after the applicant has submitted the requested additional information, the city shall make a determination as described in subsection (B) of this section; provided, however, that if upon review the application remains procedurally incomplete, the application shall lapse due to a lack of information necessary to complete the review, and the applicant shall be notified in writing of the determination.
(c) The notice of application shall be provided within 14 days after the determination of completeness pursuant to RCW 36.70B.110.	EMC 18.40.180(A): A notice of application shall be issued within 14 calendar days after the city has made a determination of completeness pursuant to EMC 18.40.150, Determination of completeness, for all Process I, and Process II permits that require SEPA review, and all short plats, and all Process III and Process IV applications; provided, that the notice of application shall be provided at least 15 calendar days prior to any required open record hearing. One notice of application shall be completed for all permit applications related to the same project at the time of the earliest complete permit application.	Modified to be compliant under Ordinance 23-0647 (effective until 12/31/2024. **Staff is recommended the following revision for additional consistency and formatting:** EMC 18.40.150(A): A notice of application shall be issued within 14 days after the city has made a determination of completeness pursuant to EMC 18.40.150 for all short plats, and all Process II, III, IV, and V applications; provided: 1. The notice of application shall be provided at least 15 days prior to any required open record public hearing; 2. One (1) notice of application shall be completed for all applications related to the same project at the time of the earliest complete permit application.
36.70B.080 Development regulations—Requirements—Report on implementation costs. *** CHANGES EFFECTIVE JANUARY 1, 2025 ***		
Requirement	Existing Edgewood Code	Proposed Changes and Notes
(1) (a) Development regulations adopted pursuant to RCW 36.70A.040 must establish and implement time periods for local government actions for each type of project permit application and provide timely and predictable procedures to determine whether a completed project permit application meets the requirements of those development regulations. The time periods for local government actions for each type of complete project permit application or project type should not exceed those specified in this section.	N/A	This previously limited the decision to 120 days, but now limits decision deadlines to those specified further down in the section 7. No modification required.
(b) For project permits submitted after January 1, 2025, the development regulations must, for each type of permit application, specify the contents of a completed project permit application necessary for the complete compliance with the time periods and procedures.	N/A	No modification required.
(c) A jurisdiction may exclude certain permit types and timelines for processing project permit applications as provided for in RCW 36.70B.140.	EMC 18.40.070(C): The following permits or approvals are specifically excluded from the procedures set forth in this chapter:	This section allows certain project permits

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	1. Landmark designations. 2. Street vacations. 3. Street use permits. 4. Building permits which are categorically exempt from environmental review under SEPA or that do not require street improvements, boundary line adjustments, or other construction permits, pursuant to RCW 36.70B.140. 5. Administrative approvals which are categorically exempt from environmental review under SEPA, pursuant to Chapter 43.21C RCW and EMC Title 20, SEPA, for which environmental review has been completed in connection with other project permits.	This is currently listed under process types, and stated that they are excluded from all procedures set in this chapter. RCW 36.70.B.080(c) update is specific to timelines. **See Pierce County Timeline Exemptions as a possible fix and it might be worth removing EMC 18.40.070(C).**
(d) The time periods for local government action to issue a final decision for each type of complete project permit application or project type subject to this chapter should not exceed the following time periods unless modified by the local government pursuant to this section or RCW 36.70B.140: (i) For project permits which do not require public notice under RCW 36.70B.110, a local government must issue a final decision within 65 days of the determination of completeness under RCW 36.70B.070; (ii) For project permits which require public notice under RCW 36.70B.110, a local government must issue a final decision within 100 days of the determination of completeness under RCW 36.70B.070; and (iii) For project permits which require public notice under RCW 36.70B.110 and a public hearing, a local government must issue a final decision within 170 days of the determination of completeness under RCW 36.70B.070.	EMC 18.40.040(D): Except for Process V procedures, all city actions on project permits, including resolution of all local appeals shall be complete within 120 days of determination of a completed application. This 120-day period may be extended for a reasonable period of time at the request of the applicant pursuant to EMC 18.40.150, Determination of completeness	**Staff is recommending the following revision:** EMC 18.40.040(D): D. All city actions on project permits shall be completed in the time periods established in EMC 18.40.200. **Staff is recommending the following new Notice of Decision section:** 18.40.200 Notice of Decision A. The Decision-Making Body (identified in EMC 18.40.190) shall issue the Notice of Decision within the specified times contained in the Chapter. B. Time periods for final decisions shall be: 1, Process I Applications: 65 days; 2. Process II and III Applications: 100 days; 3. Process IV and V Applications: 170 days C. The number of days an application is in review with the city shall be calculated from the day completeness is determined under EMC 18.40.150 to the date a final decision is issued on the project permit application. If the date of the notice of complete application is different than the date completeness was determined, the date completeness was determined shall prevail. **Additionally, minor consistency updates were made through EMC 18.40 to ensure consistency.**
(e) A jurisdiction may modify the provisions in (d) of this subsection to add permit types not identified, change the permit names or types in each category, address how consolidated review time periods may be different than permits submitted individually, and provide for how projects of a certain size or type may be	EMC 18.40.040(B): An application that involves two or more procedures shall be processed collectively at the city's sole discretion, under the highest numbered procedure required for any part	**Staff is recommending keeping EMC 18.40.040(B) to allow for flexibility but also recommends adding a consolidated permit review process that matches the approved consolidated permit review process provided in Title 15:**

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differentiated, including by differentiating between residential and nonresidential permits. Unless otherwise provided for the consolidated review of more than one permit, the time period for a final decision shall be the longest of the permit time periods identified in (d) of this subsection or as amended by a local government.	of the application. Public hearings with other agencies shall be processed according to EMC 18.40.190, Notice of public hearing.	EMC 18.40.070(D): Consolidated Permit Review Process. The applicant may elect to consolidate two or more development related permits for one project action and submit the applications simultaneously. The review process for land use permits for the same site with different process types will follow the higher process decision type. 1. Project Permit Approval Prior to Building Permit Application. i. An applicant who files an application for any project permit prior to the filing of a valid and complete application for a building permit shall be deemed to have specifically acknowledged that the acceptance and processing of such project permit application shall in no way establish or create a vested right to proceed with construction of any proposed project in accordance with the codes, ordinances, or regulations existing at the time of filing of such application, or at any time thereafter, prior to the filing of a valid and complete building permit application. 2. Project Permit Approval Together With Building Permit Application. i. If project permit approval was not obtained prior to building permit application, the building permit approval is subject to obtaining any required project permit approval and shall not be issued until such project permit approval is obtained. ii. An applicant who fails to obtain any required project permit approval prior to submitting a building permit application shall be deemed to have specifically acknowledged that the building permit application may expire prior to a decision on any such project permit application, and that the building permit application is made at the applicant's own risk.
(f) If a local government does not adopt an ordinance or resolution modifying the provisions in (d) of this subsection, the time periods in (d) of this subsection apply.	N/A	Commerce recommends meeting the timelines provided in subsection (d) because the ordinance would otherwise be

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		appealable and there is no clear guidance what other time periods would be acceptable.
(g) The number of days an application is in review with the county or city shall be calculated from the day completeness is determined under RCW 36.70B.070 to the date a final decision is issued on the project permit application. The number of days shall be calculated by counting every calendar day and excluding the following time periods: (i) Any period between the day that the county or city has notified the applicant, in writing, that additional information is required to further process the application and the day when responsive information is resubmitted by the applicant; (ii) Any period after an applicant informs the local government, in writing, that they would like to temporarily suspend review of the project permit application until the time that the applicant notifies the local government, in writing, that they would like to resume the application. A local government may set conditions for the temporary suspension of a permit application; and (iii) Any period after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired.	EMC 18.40.040(B): 1. "Day" means calendar day EMC 18.40.150(A): 1. Time Limitations. a. Calculation of Time Periods for Issuance of Notice of Final Decision. In determining the number of calendar days that have elapsed after the city has notified the applicant that the application is complete for purposes of calculating the time for issuance of the notice of decision, the following periods shall be excluded: i. Any period during which the applicant has been requested by the city to correct plans, perform required studies, provide additional required information, or otherwise requires the applicant to act. The period shall be calculated from the date the city notifies the applicant of the need for additional information until the earlier of the date the local government determines whether the additional information satisfies the request for information or 14 calendar days after the date the information has been provided to the city; ii. If the city determines that the information submitted by the applicant under EMC 18.40.150, Determination of completeness, is insufficient or incorrect; iii. Any period during which an environmental impact statement is being prepared following a determination of significance pursuant to Chapter 43.21C RCW, if the city by ordinance has established time periods for completion of environmental impact statements, or if the city and the applicant in writing agree to a time period for completion of an environmental impact statement; iv. Any period for administrative appeals of project permit applications, if an open record appeal hearing or a closed record appeal, or both, are allowed. The time period for consideration and decision on appeals shall not exceed: (A) Ninety calendar days for an open record appeal hearing; or (B) Sixty calendar days for a closed record appeal, unless the parties agree to extend these time periods; and 2. Any extension of time mutually agreed upon by the applicant and the local government. 3. The time limits established in this section do not apply if a project permit application: a. Requires an amendment to the comprehensive plan or a development regulation; b. Requires approval of the siting of an essential public facility as provided in RCW 36.70A.200; or c. Is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete pursuant to this section.	**EMC 18.40.150 is the determination of completeness section and is confusing to see the Notice of Final Decision time limitations in this section. As such, staff is recommending including EMC 18.40.150(A) in the new 18.40.200 Notice of Decision section.** EMC 18.40.200(D): The number of days shall be calculated by counting every calendar day and excluding the following time periods: 1. Any period between the day that the city has notified the applicant, in writing, that additional information is required to further process the application and the day when the applicant is notified in writing that the additional information satisfies the request or 14 days after the last required resubmitted information; 2. Any period after an applicant informs the local government, in writing, that they would like to temporarily suspend review of the application, until the time that the applicant notifies the city, in writing, that they would like to resume the application: a. If any request to suspend the application or to resume review is received on a Saturday, Sunday, a day designated by RCW 1.16.050 or by the city's ordinances as a legal holiday, then the corresponding date shall be calculated from the next business day; b. Any such suspension shall be permitted a maximum of one (1) time for a minimum of 60 days and a maximum of 180 days; and c. If the city does not receive notice to resume review, the application shall lapse; d. If an applicant suspends the review of an application for more than 60 days, and additional 30 days will be added to the time periods for final decision issuance.

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	4. If the city is unable to issue its final decision within the time limits provided in this chapter, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of a final decision. The city is not liable for damages due to the city's failure to make a final decision within the time limits established in this chapter.	4. Any period after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired.
(h) The time periods for a local government to process a permit shall start over if an applicant proposes a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use, as required by the local government under RCW 36.70B.070.	EMC 18.40.150(A)(1): c. Is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete pursuant to this section.	**Staff recommends the following revisions and relocation to EMC 18.40.200(E)** EMC 18.40.200(E): The time periods for the city to process an application shall start over if an applicant proposes a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use.
(i) If, at any time, an applicant informs the local government, in writing, that the applicant would like to temporarily suspend the review of the project for more than 60 days, or if an applicant is not responsive for more than 60 consecutive days after the county or city has notified the applicant, in writing, that additional information is required to further process the application, an additional 30 days may be added to the time periods for local government action to issue a final decision for each type of project permit that is subject to this chapter. Any written notice from the local government to the applicant that additional information is required to further process the application must include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review. For the purposes of this subsection, "nonresponsiveness" means that an applicant is not making demonstrable progress on providing additional requested information to the local government, or that there is no ongoing communication from the applicant to the local government on the applicant's ability or willingness to provide the additional information.	N/A	EMC 18.40 currently doesn't allow the applicant to temporary suspend the review. **As such, staff is recommending the following addition to EMC 18.40.200(D):** EMC 18.40.200(D)(2): Any period after an applicant informs the local government, in writing, that they would like to temporarily suspend review of the application, until the time that the applicant notifies the city, in writing, that they would like to resume the application: a. If any request to suspend the application or to resume review is received on a Saturday, Sunday, a day designated by RCW 1.16.050 or by the city's ordinances as a legal holiday, then the corresponding date shall be calculated from the next business day; b. Any such suspension shall be permitted a maximum of one (1) time for a minimum of 60 days and a maximum of 180 days; and c. If the city does not receive notice to resume review, the application shall lapse; d. If an applicant suspends the review of an application for more than 60 days, and additional 30 days will be added to the time periods for final decision issuance.
(j) Annual amendments to the comprehensive plan are not subject to the requirements of this section.	N/A	**Staff recommends the following revision to be added to EMC 18.40.200(D).**

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		EMC 18.40.200(D)(5): Annual amends to the comprehensive plan;
(k) A county's or city's adoption of a resolution or ordinance to implement this subsection shall not be subject to appeal under chapter 36.70A RCW unless the resolution or ordinance modifies the time periods provided in (d) of this subsection by providing for a review period of more than 170 days for any project permit.	N/A	As recommended by staff, the city's adoption to implement the above items shall not be subject to appeal under Chapter 36.70A RCW since the time periods of any project permit is limited to 170 days.
(l) (i) When permit time periods provided for in (d) of this subsection, as may be amended by a local government, and as may be extended as provided for in (i) of this subsection, are not met, a portion of the permit fee must be refunded to the applicant as provided in this subsection. A local government may provide for the collection of only 80 percent of a permit fee initially, and for the collection of the remaining balance if the permitting time periods are met. The portion of the fee refunded for missing time periods shall be: (A) 10 percent if the final decision of the project permit application was made after the applicable deadline but the period from the passage of the deadline to the time of issuance of the final decision did not exceed 20 percent of the original time period; or (B) 20 percent if the period from the passage of the deadline to the time of the issuance of the final decision exceeded 20 percent of the original time period. (ii) Except as provided in RCW 36.70B.160, the provisions in subsection (l)(i) of this section are not applicable to cities and counties which have implemented at least three of the options in RCW 36.70B.160(1) (a) through (j) at the time an application is deemed procedurally complete.	N/A	**This section provides the refund requirements if the city fails to meet timelines except if the city adopts at least three of the options in RCW 36.70B.160(1) (a) through (j) at the time an application is deemed procedurally complete. Staff has provided the options below.** a) Expediting review for project permit applications for projects that are consistent with adopted development regulations; (b) Imposing reasonable fees, consistent with RCW **82.02.020**, on applicants for permits or other governmental approvals to cover the cost to the city, town, county, or other municipal corporation of processing applications, inspecting and reviewing plans, or preparing detailed statements required by chapter **43.21C** RCW. The fees imposed may not include a fee for the cost of processing administrative appeals. Nothing in this subsection limits the ability of a county or city to impose a fee for the processing of administrative appeals as otherwise authorized by law; (c) Entering into an interlocal agreement with another jurisdiction to share permitting staff and resources; (d) Maintaining and budgeting for on-call permitting assistance for when permit volumes or staffing levels change rapidly; (e) Having new positions budgeted that are contingent on increased permit revenue; (f) Adopting development regulations which only require public hearings for permit applications that are required to have a public hearing by statute; (g) Adopting development regulations which make preapplication meetings optional rather than a requirement of permit application submittal; (h) Adopting development regulations which make housing types an outright permitted use in all zones where the housing type is permitted;

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		(i) Adopting a program to allow for outside professionals with appropriate professional licenses to certify components of applications consistent with their license; or (j) Meeting with the applicant to attempt to resolve outstanding issues during the review process. The meeting must be scheduled within 14 days of a second request for corrections during permit review. If the meeting cannot resolve the issues and a local government proceeds with a third request for additional information or corrections, the local government must approve or deny the application upon receiving the additional information or corrections. **The city currently has on-call permit assistance contracts which is consistent with option d. Additionally, Title 15 has already adopted option j, which staff is recommending its inclusion with the proposed updates to EMC 18.40.160(C).** **Staff recommends that the city adopt one more of the above-mentioned options, otherwise additional revisions to the fee schedule code and potential refunds of permits fees for project not meeting timelines will be required. As such, staff is requesting input from the planning commission on identifying the 3rd option.**
(2) (a) Counties subject to the requirements of RCW 36.70A.215 and the cities within those counties that have populations of at least 20,000 must, for each type of permit application, identify the total number of project permit applications for which decisions are issued according to the provisions of this chapter. For each type of project permit application identified, these counties and cities must establish and implement a deadline for issuing a notice of final decision as required by subsection (1) of this section and minimum requirements for applications to be deemed complete under RCW 36.70B.070 as required by subsection (1) of this section.	N/A	City of Edgewood population is less than 20,000 which means that the city is not required to provide annual reports to Washington Department of Commerce. No changes are required at this time.
(b) Counties and cities subject to the requirements of this subsection also must prepare an annual performance report that includes information outlining time periods for certain permit types associated with housing. The report must provide: (i) Permit time periods for certain permit processes in the county or city in relation to those established under this section, including whether the county or city has established shorter time periods than those provided in this section; (ii) The total number of decisions issued during the year for the following permit types: Preliminary subdivisions, final subdivisions, binding site plans, permit	N/A	Not applicable.

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processes associated with the approval of multifamily housing, and construction plan review for each of these permit types when submitted separately; (iii) The total number of decisions for each permit type which included consolidated project permit review, such as concurrent review of a rezone or construction plans; (iv) The average number of days from a submittal to a decision being issued for the project permit types listed in *subsection (2)(a)(ii) of this section. This shall be calculated from the day completeness is determined under RCW 36.70B.070 to the date a decision is issued on the application. The number of days shall be calculated by counting every calendar day; (v) The total number of days each project permit application of a type listed in *subsection (2)(a)(ii) of this section was in review with the county or city. This shall be calculated from the day completeness is determined under RCW 36.70B.070 to the date a final decision is issued on the application. The number of days shall be calculated by counting every calendar day. The days the application is in review with the county or city does not include the time periods in subsection (1)(g)(i)-(iii) [(1)(g)(i) through (iii)] of this section; (vi) The total number of days that were excluded from the time period calculation under subsection (1)(g)(i)-(iii) [(1)(g)(i) through (iii)] of this section for each project permit application of a type listed in *subsection (2)(a)(ii) of this section.		
(c) Counties and cities subject to the requirements of this subsection must: (i) Post the annual performance report through the county's or city's website; and (ii) Submit the annual performance report to the department of commerce by March 1st each year.	N/A	Not applicable.
(d) No later than July 1st each year, the department of commerce shall publish a report which includes the annual performance report data for each county and city subject to the requirements of this subsection and a list of those counties and cities whose time periods are shorter than those provided for in this section. The annual report must also include key metrics and findings from the information collected.	N/A	Not applicable.
(e) The initial annual report required under this subsection must be submitted to the department of commerce by March 1, 2025, and must include information from permitting in 2024.	N/A	Not applicable.
(3) Nothing in this section prohibits a county or city from extending a deadline for issuing a decision for a specific project permit application for any reasonable period of time mutually agreed upon by the applicant and the local government.	EMC 18.40.150(A): 2. Any extension of time mutually agreed upon by the applicant and the local government.	**Staff recommends relocating this code section to EMC 18.40.200(D).** EMC 18.40.200(D): 8. Any extension of time mutually agreed upon by the applicant and the city.

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Local Project Review RCW 36.70B		
36.70B.100 Designation of person or entity to receive determinations and notices. *** NO CHANGES ***		
36.70B.110 Notice of application—Required elements—Integration with other review procedures—Administrative appeals *** CHANGES EFFECTIVE JULY 23, 2023 ***		
Requirement	Existing Edgewood Code	Notes
(1) Not later than April 1, 1996, a local government planning under RCW 36.70A.040 shall provide a notice of application to the public and the departments and agencies with jurisdiction as provided in this section. If a local government has made a threshold determination under chapter 43.21C RCW concurrently with the notice of application, the notice of application may be combined with the threshold determination and the scoping notice for a determination of significance. Nothing in this section prevents a determination of significance and scoping notice from being issued prior to the notice of application. Nothing in this section or this chapter prevents a lead agency, when it is a project proponent or is funding a project, from conducting its review under chapter 43.21C RCW or from allowing appeals of procedural determinations prior to submitting a project permit.		This was a general RCW cleanup revision, no change to code is required.
(2) The notice of application shall be provided within 14 days after the determination of completeness as provided in RCW 36.70B.070 and, except as limited by the provisions of subsection (4)(b) of this section, must include the following in whatever sequence or format the local government deems appropriate: (a) The date of application, the date of the notice of completion for the application, and the date of the notice of application; (b) A description of the proposed project action and a list of the project permits included in the application and, if applicable, a list of any studies requested under RCW 36.70B.070; (c) The identification of other permits not included in the application to the extent known by the local government; (d) The identification of existing environmental documents that evaluate the proposed project, and, if not otherwise stated on the document providing the notice of application, such as a city land use bulletin, the location where the application and any studies can be reviewed; (e) A statement of the public comment period, which shall be not less than fourteen nor more than thirty days following the date of notice of application, and statements of the right of any person to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights. A local government may accept public comments at any time prior to the closing of the record of an open record predecision hearing, if any, or, if no open record predecision hearing is provided, prior to the decision on the project permit; (f) The date, time, place, and type of hearing, if applicable and scheduled at the date of notice of the application; (g) A statement of the preliminary determination, if one has been made at the time of notice, of those development regulations that will be used for project mitigation and of consistency as provided in RCW 36.70B.030(2) and 36.70B.040; and		This was a general RCW cleanup revision, no change to code is required.

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(h) Any other information determined appropriate by the local government.		
(3) If an open record predecision hearing is required for the requested project permits, the notice of application shall be provided at least fifteen days prior to the open record hearing.		RCW revision didn't change this section, no code change is required.

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(4) A local government shall use reasonable methods to give the notice of application to the public and agencies with jurisdiction and may use its existing notice procedures. A local government may use different types of notice for different categories of project permits or types of project actions. If a local government by resolution or ordinance does not specify its method of public notice, the local government shall use the methods provided for in (a) and (b) of this subsection. Examples of reasonable methods to inform the public are: (a) Posting the property for site-specific proposals; (b) Publishing notice, including at least the project location, description, type of permit(s) required, comment period dates, and location where the notice of application required by subsection (2) of this section and the complete application may be reviewed, in the newspaper of general circulation in the general area where the proposal is located or in a local land use newsletter published by the local government; (c) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered; (d) Notifying the news media; (e) Placing notices in appropriate regional or neighborhood newspapers or trade journals; (f) Publishing notice in agency newsletters or sending notice to agency mailing lists, either general lists or lists for specific proposals or subject areas; and (g) Mailing to neighboring property owners.		RCW revision didn't change this section, no code change is required.
(5) A notice of application shall not be required for project permits that are categorically exempt under chapter 43.21C RCW, unless an open record predecision hearing is required or an open record appeal hearing is allowed on the project permit decision.		RCW revision didn't change this section, no code change is required.
(6) A local government shall integrate the permit procedures in this section with environmental review under chapter 43.21C RCW as follows: (a) Except for a threshold determination and except as otherwise expressly allowed in this section, the local government may not issue a decision or a recommendation on a project permit until the expiration of the public comment period on the notice of application. (b) If an open record predecision hearing is required, the local government shall issue its threshold determination at least fifteen days prior to the open record predecision hearing. (c) Comments shall be as specific as possible. (d) A local government is not required to provide for administrative appeals of its threshold determination. If provided, an administrative appeal must be filed within fourteen days after notice that the determination has been made and is appealable. Except as otherwise expressly provided in this section, the appeal hearing on a threshold determination must be consolidated with any open record hearing on the project permit.		This was a general RCW cleanup revision, no change to code is required.

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(7) At the request of the applicant, a local government may combine any hearing on a project permit with any hearing that may be held by another local, state, regional, federal, or other agency, if: (a) The hearing is held within the geographic boundary of the local government; and (b) The applicant agrees to the schedule in the event that additional time is needed in order to combine the hearings. All agencies of the state of Washington, including municipal corporations and counties participating in a combined hearing, are hereby authorized to issue joint hearing notices and develop a joint format, select a mutually acceptable hearing body or officer, and take such other actions as may be necessary to hold joint hearings consistent with each of their respective statutory obligations.		RCW revision removed "The joint hearing can be held within the time periods 34 specified in RCW 36.70B.090 or the" from the start of b. No change to code is required.
(8) All state and local agencies shall cooperate to the fullest extent possible with the local government in holding a joint hearing if requested to do so, as long as: (a) The agency is not expressly prohibited by statute from doing so; (b) Sufficient notice of the hearing is given to meet each of the agencies' adopted notice requirements as set forth in statute, ordinance, or rule; and (c) The agency has received the necessary information about the proposed project from the applicant to hold its hearing at the same time as the local government hearing.		RCW revision didn't change this section, no code change is required.
(9) A local government is not required to provide for administrative appeals. If provided, an administrative appeal of the project decision and of any environmental determination issued at the same time as the project decision, shall be filed within fourteen days after the notice of the decision or after other notice that the decision has been made and is appealable. The local government shall extend the appeal period for an additional seven days, if state or local rules adopted pursuant to chapter 43.21C RCW allow public comment on a determination of nonsignificance issued as part of the appealable project permit decision.		RCW revision didn't change this section, no code change is required.
(10) The applicant for a project permit is deemed to be a participant in any comment period, open record hearing, or closed record appeal.		RCW revision didn't change this section, no code change is required.
(11) Each local government planning under RCW 36.70A.040 shall adopt procedures for administrative interpretation of its development regulations.		RCW revision didn't change this section, no code change is required.
36.70B.120 Permit review process. *** NO CHANGES ***		
36.70B.130 Notice of decision—Distribution. *** NO CHANGES ***		
36.70B.140 Project permits that may be excluded from review. *** CHANGES EFFECTIVE JULY 23, 2023 ***		
Requirement	Existing Edgewood Code	Notes
(1) A local government by ordinance or resolution may exclude the following project permits from the provisions of RCW 36.70B.060 through * 36.70B.090 and 36.70B.110 through 36.70B.130: Landmark designations, street vacations, or other approvals relating to the use of public areas or facilities, or other project permits, whether administrative or quasi-judicial, that the local government by ordinance or resolution has determined present special circumstances that warrant a review process or time periods for approval which		RCW revision added underlined portion, no code change is required.

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are different from that provided in RCW 36.70B.060 through * 36.70B.090 and 36.70B.110 through 36.70B.130.		
(2) A local government by ordinance or resolution also may exclude the following project permits from the provisions of RCW 36.70B.060 and 36.70B.110 through 36.70B.130: Lot line or boundary adjustments and building and other construction permits, or similar administrative approvals, categorically exempt from environmental review under chapter 43.21C RCW, or for which environmental review has been completed in connection with other project permits.		RCW revision didn't change this section, no code change is required.
(3) A local government must exclude project permits for interior alterations from site plan review, provided that the interior alterations do not result in the following: (a) Additional sleeping quarters or bedrooms; (b) Nonconformity with federal emergency management agency substantial improvement thresholds; or (c) Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.	EMC 18.95.020(B)(4) Interior alterations, provided that the interior alterations do not result in the following: (a) Additional sleeping quarters or bedrooms; (b) Nonconformity with federal emergency management agency substantial improvement thresholds; or (c) Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems. Nothing in this subsection exempts interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes. For purposes of this subsection, "interior alterations" include construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.	Modified to be compliant under Ordinance 23-0647 (effective until 12/31/2024). **Need to reiterate this in ordinance.**
(4) Nothing in this section exempts interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes.	EMC 18.95.020(B)(4) (c) Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems. Nothing in this subsection exempts interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes. For purposes of this subsection, "interior alterations" include construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.	Modified to be compliant under Ordinance 23-0647 (effective until 12/31/2024). **Need to reiterate this in ordinance.**
(5) For purposes of this section, "interior alterations" include construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.	EMC 18.95.020(B)(4) (c) Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems. Nothing in this subsection exempts interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes. For purposes of this subsection, "interior alterations" include construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.3. Any activity on the exterior of a building that does not exceed a 25 percent change in any existing facade or roof form. 4. Interior work that does not alter the exterior of the structure or affect parking standards as determined by the director.	Modified to be compliant under Ordinance 23-0647 (effective until 12/31/2024). **Need to reiterate this in ordinance.**

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36.70B.150 Local governments not planning under the growth management act may use provisions. *** *NOT APPLICABLE* ***		
36.70B.160 Additional project review encouraged—Construction. *** CHANGES EFFECTIVE JULY 23, 2023 *** (ESHB 1293 / SB 5290)		
Requirement	Existing Edgewood Code	Notes
ESHB 1293 (1) Each local government is encouraged to adopt further project review provisions to provide prompt, coordinated, and objective review and ensure accountability to applicants and the public, including expedited review for project permit applications for projects that are consistent with adopted development regulations or that include dwelling units that are affordable to low-income or moderate-income households and within the capacity of systemwide infrastructure improvements.	N/A	This is encouraged but not required at this time.
(2) Nothing in this chapter is intended or shall be construed to prevent a local government from requiring a preapplication conference or a public meeting by rule, ordinance, or resolution, where otherwise required by applicable state law.	N/A	No code or process change required.
(3) Each local government shall adopt procedures to monitor and enforce permit decisions and conditions.	N/A	The city currently monitors and enforce permit decision and conditions through electronic permit tracking (SmartGov) . This system allows the city to track permit decisions and conditions throughout the life of the project.
(4) Nothing in this chapter modifies any independent statutory authority for a government agency to appeal a project permit issued by a local government.	N/A	No code or process change required.
(5) For the purposes of this section: (a) A dwelling unit is affordable if it requires payment of monthly housing costs, including utilities other than telephone, of no more than 30 percent of the family's income. (b) "Dwelling unit" means a residential living unit that provides complete independent living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking, and sanitation, and that is sold or rented separately from other dwelling units. (c) "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is less than 80 percent of the median family income, adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development, or less than 80 percent of the city's median income if the project is located in the city, the city has median income of more than 20 percent above the county median income, and the city has adopted an alternative local median income. (d) "Moderate-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 120 percent of the median household income, adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development, or less than 120 percent of the city's median income if the project is located in the city, the city has median income of more than 20 percent above the county median income, and the city has adopted an alternative local median income.		Understood. This will be addressed with Middle Housing code.

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SB 5290 (1) Each local government is encouraged to adopt further project review and code provisions to provide prompt, coordinated, and objective review and ensure accountability to applicants and the public by: (a) Expediting review for project permit applications for projects that are consistent with adopted development regulations; (b) Imposing reasonable fees, consistent with RCW 82.02.020, on applicants for permits or other governmental approvals to cover the cost to the city, town, county, or other municipal corporation of processing applications, inspecting and reviewing plans, or preparing detailed statements required by chapter 43.21C RCW. The fees imposed may not include a fee for the cost of processing administrative appeals. Nothing in this subsection limits the ability of a county or city to impose a fee for the processing of administrative appeals as otherwise authorized by law; (c) Entering into an interlocal agreement with another jurisdiction to share permitting staff and resources; (d) Maintaining and budgeting for on-call permitting assistance for when permit volumes or staffing levels change rapidly; (e) Having new positions budgeted that are contingent on increased permit revenue; (f) Adopting development regulations which only require public hearings for permit applications that are required to have a public hearing by statute; (g) Adopting development regulations which make preapplication meetings optional rather than a requirement of permit application submittal; (h) Adopting development regulations which make housing types an outright permitted use in all zones where the housing type is permitted; (i) Adopting a program to allow for outside professionals with appropriate professional licenses to certify components of applications consistent with their license; or (j) Meeting with the applicant to attempt to resolve outstanding issues during the review process. The meeting must be scheduled within 14 days of a second request for corrections during permit review. If the meeting cannot resolve the issues and a local government proceeds with a third request for additional information or corrections, the local government must approve or deny the application upon receiving the additional information or corrections.	N/A	Understood.
SB 5290 (2) (a) After January 1, 2026, a county or city must adopt additional measures under subsection (1) of this section at the time of its next comprehensive plan update under RCW 36.70A.130 if it meets the following conditions: (i) The county or city has adopted at least three project review and code provisions under subsection (1) of this section more than five years prior; and (ii) The county or city is not meeting the permitting deadlines established in RCW 36.70B.080 at least half of the time over the period since its most recent comprehensive plan update under RCW 36.70A.130.	N/A	Compliance with this will be required at the time of the next comprehensive Plan update that is after January 1, 2026. As such, the city isn't required to comply with this until 2034.

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(b) A city or county that is required to adopt new measures under (a) of this subsection but fails to do so becomes subject to the provisions of RCW 36.70B.080(1)(l), notwithstanding RCW 36.70B.080(1)(l)(ii).		
(6) (3) [SB 5290] Nothing in this chapter is intended or shall be construed to prevent a local government from requiring a preapplication conference or a public meeting by rule, ordinance, or resolution, where otherwise required by applicable state law. [ESHB 1293]	N/A	N/A
(7) (4) [SB 5290] Each local government shall adopt procedures to monitor and enforce permit decisions and conditions.	N/A	N/A
(8) (5) [SB 5290] Nothing in this chapter modifies any independent statutory authority for a government agency to appeal a project permit issued by a local government.	N/A	N/A
36.70B.170 Development agreements—Authorized. *** NO CHANGES ***		
36.70B.180 Development agreements—Effect. *** NO CHANGES ***		
36.70B.190 Development agreements—Recording—Parties and successors bound. *** NO CHANGES ***		
36.70B.200 Development agreements—Public hearing. *** NO CHANGES ***		
36.70B.210 Development agreements—Authority to impose fees not extended. *** NO CHANGES ***		
36.70B.220 Permit assistance staff. *** NO CHANGES ***		
36.70B.230 Planning regulations—Copies provided to county assessor. *** NO CHANGES ***		

City Of Edgewood
Council Agenda Summary Sheet

Subject: Comprehensive Plan Periodic Update & Current Zoning Map Update	**Agenda Item #: 2.C**
	For Agenda of: 12/3/2024
	Prepared by: Jeremy Metzler

Attachments (list):
1. DRAFT Ordinance 24-0xxx
2. 20241126_Council Meeting Comp Plan Overview Presentation Slides

Approval of Materials: Jeremy Metzler Dave Olson 11/27/2024	**Expenditure Required:** N/A
	Amount Budgeted: N/A
	Timeline: 12/03/2024 SS 12/09/2024 Planning Commission Recommendation 12/10/2024 RCM

Summary Statement:
Comprehensive Plans set the goals and policies that serve as the day-to-day guide for City staff and representatives, including City Council and the Mayor. Edgewood is in the process of planning for its future by performing a periodic update of its Comprehensive Plan, which includes an update to the Future Land Use Map (FLUM). The concept of "growth management" is central to city planning in Washington State. The Growth Management Act (GMA) is a series of state statutes, first adopted in 1990, focused on managing population growth throughout Washington. The Growth Management Act requires cities and counties to update their own Comprehensive Plans to stay current on population growth and other key topics like housing, transportation, parks and recreation, capital facilities, utilities, land use and zoning, economic development, and the environment.

Following an extensive public engagement process of surveys, open houses, and presentations that began late last year, the Planning Commission (PC) has been reviewing the Comprehensive Plan Periodic Update for several months (see Item History, below), and the PC reviewed a complete draft of the plan at their October 14, 2024 regular meeting (viewable here, starting at 1hr 1min: https://vimeo.com/1019837132). The City also hosted an Open House on October 23, 2024, and the recorded presentation and discussion can be viewed here: https://vimeo.com/1024432119. The opportunity for public input culminated with a public hearing at the November 6, 2024 PC Meeting (viewable here: https://vimeo.com/1027326530).

The Comprehensive Plan Periodic Update is now coming before the City Council for final consideration, as well as an update to the Current Zoning Map to align with the Comprehensive Plan and FLUM. Digital copies of these materials are available for viewing and download here: https://www.cityofedgewood.org/434. Attached is a draft adopting ordinance for review and feedback, prior to formal consideration at next week's regular meeting.

Item History:
Packet materials and recordings of recent Planning Commission Meetings are available here: 05/13/2024, 06/10/2024, 07/08/2024, 08/12/2024, 09/09/2024, 10/14/2024, 11/06/2024. Also see the City's website for more information: https://www.cityofedgewood.org/434.

Recommended Action:
Hold a discussion and provide staff guidance regarding Comprehensive Plan Periodic Update & Current Zoning Map Update

Fiscal Note/Consideration:
N/A

ORDINANCE NO. 24-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING FINDINGS AND CONCLUSIONS; ADOPTION OF A FULLY REVISED AND UPDATED COMPREHENSIVE PLAN IN ACCORDANCE WITH CHAPTER 18.60 OF THE EDGEWOOD MUNICIPAL CODE (EMC) AND RCW 36.70A.130 PURSUANT TO THE GMA PERIODIC UPDATE REQUIREMENT; ADOPTING AN UPDATED ZONING MAP IN EMC 18.80.030; STATING INTENT TO ADOPT CORRESPONDING DEVELOPMENT REGULATIONS, DIRECTING THE COMMUNITY DEVELOPMENT DIRECTOR TO SUBMIT THIS ORDINANCE TO THE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Edgewood, Washington is a fully planning city under the state Growth Management Act (GMA), Chapter 36.70A Revised Code of Washington (RCW) which provides for the coordinated planning and growth by city and counties according to a series of goals; and

WHEREAS, in accordance with RCW 36.70A.130, fully planning cities in Pierce County are required to review and revise their comprehensive plans and development regulations on or before December 31, 2024, as part of a routine and periodic update to local policies and regulations; and

WHEREAS, the City's Comprehensive Plan was last adopted in 2015 by Ordinance 15-0440 and subsequently amended in June 2020 by Resolution 20-0507 and includes the following elements: Natural Environment; Land Use; Community Character; Housing; Transportation; Parks, Recreation, Open Space: Utilities; Energy; and Capital Facilities; and also addresses strategies for Economic Development; and

WHEREAS, the City Council passed Resolution 23-0684 on September 12, 2023, announcing the start of the Comprehensive Plan Periodic Update process, adopting a Public Participation Plan, and deferring annual docketing and application review for the years 2023 and 2024 during such process; and

WHEREAS, the City last amended the Official Zoning map via Ordinance 21-0605 which took effect on April 20, 2021; and

WHEREAS, throughout the 2024 Comprehensive Plan Update, a continuous and broad effort has been made to engage the public and encourage their participation in the project, including creation of a project website with regularly updated content, creation of an e-mail distribution list for interested community members, public notices and information in the City's quarterly magazine, direct mailings and flyers, posts and announcements on the City's social media; multiple community workshops and open houses, surveys, comment forms, contacting City staff, and public presentations and hearings at City Planning Commission and City Council meetings; and

WHEREAS, the City of Edgewood City Council has established a process and criteria for making modifications to the City's Comprehensive Plan in EMC Chapter 18.60, including text and map amendments in accordance with the GMA and State Law; and

WHEREAS, the Planning Commission has reviewed all text of the existing Comprehensive Plan and oversaw the development of the 2024 Plan update including goals and policies contained in the Plan; and

WHEREAS, the Edgewood Comprehensive Plan for 2024-2044 includes an Introduction and the following chapters (Elements): Natural Environment; Land Use; Housing; Town Center; Transportation; Parks, Recreation, Open Space and Trails: Capital Facilities and Utilities; Energy; and Economic Development, together with technical Appendices; and

WHEREAS, the Planning Commission has reviewed the maps, figures, and tables in the existing Comprehensive Plan and oversaw the revisions as part of the Comprehensive Plan Update, including the Comprehensive Plan and Land Use Map; and

WHEREAS, the Planning Commission held a series of workshops and meetings regarding the Comprehensive Plan update including an Open House event on October 23, 2024; and

WHEREAS, the City's Economic Development Advisory Board (EDAB) and Parks Board also participated in the process during their meetings in the summer of 2024; and

WHEREAS, the general public has had ample opportunities to suggest areas of study for consideration and outreach to Tribes, agencies and key stakeholders has also occurred; and

WHEREAS, in accordance with the State Environmental Policy Act (SEPA), the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) on October 6, 2024, under file # 24-007-CODE, and the threshold determination was not appealed; and

WHEREAS, pursuant to RCW 36.70A.106, the City sent its notice of intent to adopt the proposed comprehensive plan amendments to Department of Commerce on October 7, 2024, which was greater than sixty (60) days prior to the adoption date of this Ordinance; and

WHEREAS, on November 6, 2024, the Planning Commission held a duly-noticed public hearing on the proposed plan; and

WHEREAS, on December 9, 2024 the Planning Commission voted ____ to recommend adoption of the Plan to Council; and

WHEREAS, the City Council considered the proposed comprehensive plan amendments at their study session held on December 3, 2024; and

WHEREAS, the City Council finds that the proposed 2024 Comprehensive Plan Update meets the criteria set forth in the Edgewood Municipal Code, and meets the requirements of the GMA; and

WHEREAS, the City Council finds that the Plan describes the community vision for the next 20 years and sets out goals and policies to help achieve that vision and creating a basis for the city's regulations and guiding future decision-making; and

WHEREAS, the City Council finds that the proposed Future Land Use Map is consistent with the City's planning goals and objectives; and

DRAFT

WHEREAS, the City Council finds an amendment to the City's Zoning Map is necessary to implement the Comprehensive Plan and the Zoning Map can be amended pursuant to a legislative change; and

WHEREAS, the City Council finds that the proposed Future Land Use Map and the Plan Elements are consistent with each other, the Pierce County Countywide Planning Policies, the PSRC VISION 2050 Plan and the GMA;

WHEREAS, the City Council desires to update Edgewood's Comprehensive Plan to comply with periodic update requirements set forth in the GMA and reflect the current long-range goals and policies of the City; and

WHEREAS, adoption of this Ordinance completes the City's periodic update of its comprehensive plan in accordance with Chapter 36.70A RCW.

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

Section 1. Adoption of Findings and Conclusions in Support of the Comprehensive Plan Periodic Update. The City Council hereby adopts the findings and conclusions of the Planning Commission in their December 9, 2024 recommendations and incorporates the Planning Commission recommendations by reference.

Section 2. Adoption of the City of Edgewood Comprehensive Plan 2024-2044. The City Council hereby adopts the City of Edgewood Comprehensive Plan 2024-2044 as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. Adoption of an updated Zoning Map. The City Council hereby adopts the City of Edgewood Current Zoning Map as shown in Exhibit B, attached hereto and incorporated herein by this reference. The Community and Economic Development Director is directed to update the City's Official map, "City of Edgewood Zoning Map" within the geographic information system (GIS) and this map is incorporated into the Title 18 of the Edgewood Municipal Code as if fully set forth herein.

Section 4. Intent to Adopt Development Regulations. The City Council hereby states its intent to adopt development regulations corresponding with the changes to the Comprehensive Plan. The Planning Staff and the City Attorney shall prepare the necessary ordinances so that, following adoption of this Ordinance, the Council may formally adopt said development regulations in separate ordinances in the manner required by law.

Section 5. Directing Submission to Department of Commerce. Pursuant to RCW 36.70A.106, the Community Development Director or designee shall transmit a complete and accurate copy of this Ordinance and attachments to the Washington State Department of Commerce within ten (10) calendar days of the date of passage.

Section 6. Submittal to the Puget Sound Regional Council. State law requires PSRC to certify that regional transit plans, countywide planning policies, and local comprehensive plans within the central Puget Sound region conform to: (1) established regional guidelines and principles, (2) the adopted long-range regional transportation plan, and (3) transportation planning

requirements in the GMA. The Community Development Director is hereby directed to send the plan to PSRC for certification.

Section 7. 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 8. 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 on January 1, 2025, as provided by law.

PASSED BY THE CITY COUNCIL ON THE 10TH DAY OF DECEMBER, 2024

_____
Dave Olson, Mayor

ATTEST/AUTHENTICATED:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber, City Attorney

Date of Publication: December 13, 2024
Effective Date: January 1, 2025

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EDGEWOOD 2024 COMPREHENSIVE PLAN UPDATE

Council Study Session

December 3, 2024

EDGEWOOD
Washington

WHAT IS A COMPREHENSIVE PLAN?

- A 20-year framework for the City's future.
  - The update process allows for the community to reflect on the existing vision and ensure that it meets the current needs and desires of the community
- Establishes goals and policies to achieve desired City vision
- Guides the development of the City
  - Consistent with development regulations, zoning districts, and permitted land uses
- Forms the basis of decisions for many aspects of the City including land use, the natural environment, capital facilities and utilities, housing, etc.

EDGEWOOD COMPREHENSIVE PLAN

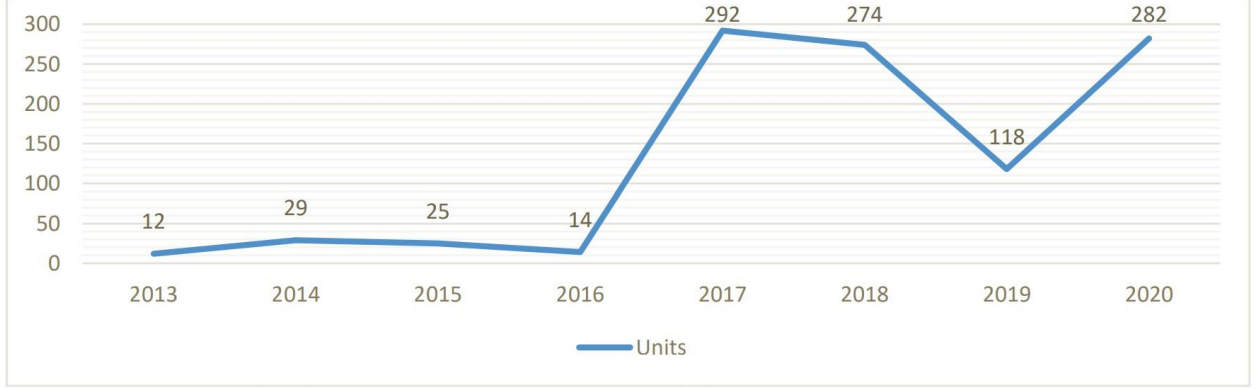
Periodic Update

- Every 10 years
- 20-year horizon

Annual Amendments

- Consistent with Periodic Update
- Respond to major changes
- Stay relevant to local priorities

Figure 8-B: City of Edgewood Housing Production Rates (OFM)



Source: Washington State Office of Financial Management Housing Unit Data (2020).

PLAN UPDATE CONSIDERATIONS

GROWTH MANAGEMENT ACT

- The GMA requires that qualifying counties and all cities and towns within them (Pierce County included) must update their Comprehensive Plan every 10 years
- The GMA has the following goals related to the Comprehensive Plan Update:
  - Urban Growth
  - Reduce Sprawl
  - Transportation
  - Public Facilities/Services
  - Housing
  - Economic Development
  - Historic Preservation
  - Resource Lands
  - Open Space/Recreation
  - Environment
  - Shorelines (not applicable)
  - Climate Change/Resiliency NEW
  - Property Rights
  - Permits
  - Citizen Participation

COMPREHENSIVE PLAN ELEMENTS

Natural Environment	Land Use*	Town Center
Housing*	Transportation*	Parks, Recreation, Open Space and Trails
Capital Facilities and Utilities*	Energy	Economic Development
*GMA required Elements		

The GMA added a new requirement for a Climate Change and Resiliency Element to be added by 2029. The Energy and Natural Environment Elements have been updated to include goals and policies that establish a basis for this new element.

COMMUNITY ENGAGEMENT

- Public presentations and hearings
  - Public Open House: October 23, 2024
  - Public Hearing - Planning Commission: November 6, 2024
  - UPCOMING: Public Hearing – City Council: December 10, 2024
- A project website with regularly updated content
- Public notices, direct mailings, and flyers
- Comment forms
- Email distribution list

EDGEWOOD
Washington

CustomLinks_1 › 2024 Comprehensive Plan Periodic Update

2024 Comprehensive Plan Periodic Update

Introduction

Edgewood is in the process of planning for its future by updating its Comprehensive Plan. This is the guiding document that sets the City's goals and policies, serving as the day-to-day guide for City staff and representatives, including City Council and the Mayor.

The concept of "growth management" is central to city planning in Washington State. The Growth Management Act (GMA) is a series of state regulations, first adopted in 1990, focused on managing population growth throughout Washington. The GMA requires cities and counties to regularly update their Comprehensive Plans to stay current on population growth and other key concerns. This is how cities maintain a say in how they want to plan for their future.

The Comprehensive Plan covers important topics like housing, transportation, parks and recreation, capital facilities, utilities, land use and zoning, economic development, and the environment. The update process looks closely at these topics to make sure that Edgewood continues to grow in line with the community's vision, while meeting the requirements outlined by the State under the GMA.

Public Participation

The backbone of every Comprehensive Plan is community input. Through the public engagement process, people help shape the future of the city by voicing what is important to them. The timeline below outlines the steps we have taken and plan to take on our way to adoption of the updated Comprehensive Plan. If you would like to receive e-mail updates on this update, please email the Community Development Department at comdev@cityofedgewood.org or call 253-952-3299.

SET UP FOR SUCCESS
FALL 2023
- Kickoff Open House
- Request Citizen Photos and Art
- Key Policies Workshop
- Community Preference Survey

DEVELOP STRATEGIES
WINTER 2023-24

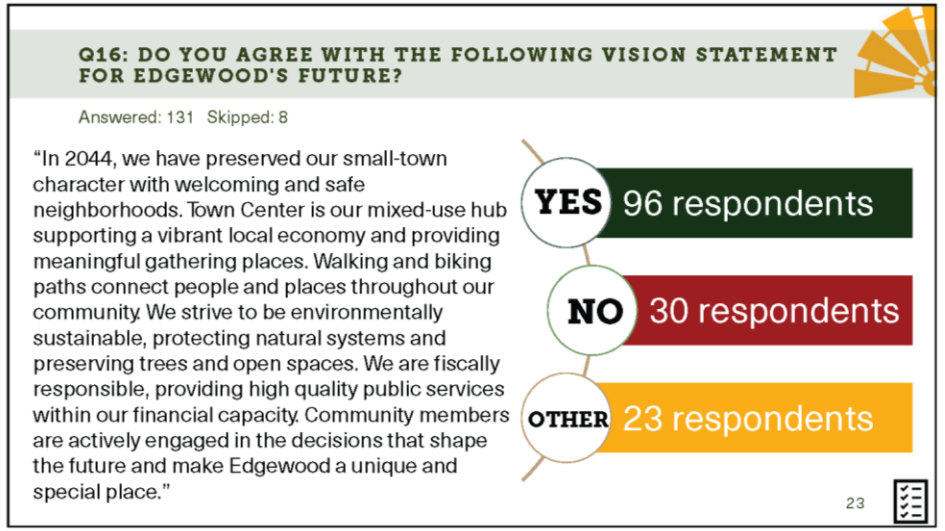
PROPOSE STRATEGIES
SPRING-SUMMER 2024
- Transportation Workshop and Survey
- Economic Development Workshop
- Economic Development Advisory Board Review
- Planning Commission Review

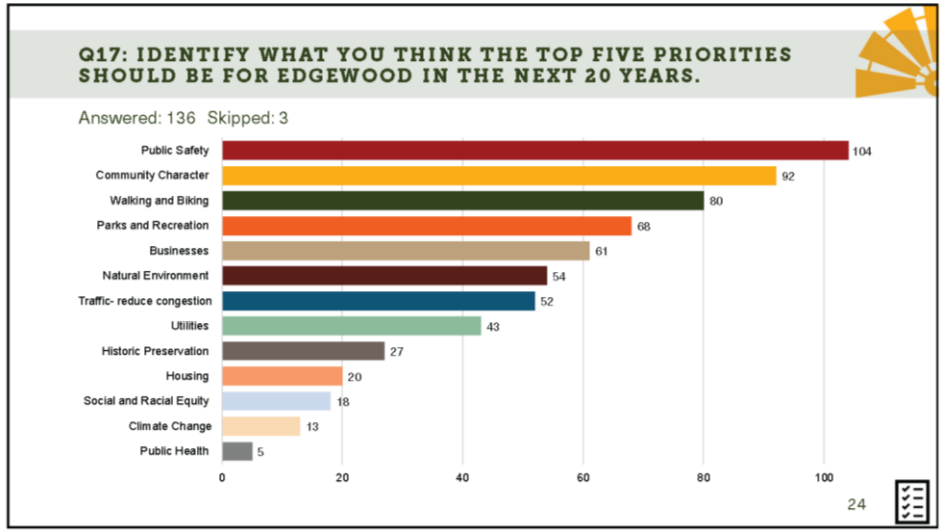
REFINE STRATEGIES
FALL 2024

FINALIZE & ADOPT
WINTER 2024
- Final Public Meetings
- Final Open House
- Public Hearing and Adoption

COMMUNITY ENGAGEMENT - SURVEYS

- Survey #1: **Community Preferences and General Information**
  - Included questions regarding the Vision Statement, preferred City priorities and topics to be addressed in the Plan, community events, etc.
  - Opened from November 8 to December 20, 2023 (139 respondents)
- Survey #2: **Housing and Land Development Preferences**
  - Opened from February 8 to March 18, 2024 (126 respondents)
- Survey #3: **Transportation**
  - Opened from April 11 - May 12, 2024 (128 respondents)





SEPA ENVIRONMENTAL REVIEW

- October 6, 2024: SEPA Determination of Nonsignificance (DNS) issued and circulated for public comment
  - Joint SEPA environmental review for the Comprehensive Plan Update and the General Sewer Plan Update
- November 6, 2024: SEPA public comment period closed (30-day comment period)

FORMAL AGENCY REVIEW

- December 3, 2024: State Agency comment period closed (60-day notice began October 4, 2024). Comments were received from:
  - Washington Department of Natural Resources (DNR)
  - Department of Commerce
- November 21, 2024: Puget Sound Regional Council (PSRC) provided a courtesy early review of the draft Comprehensive Plan

GENERAL CHANGES – ENTIRE PLAN

- Topics related to economic development have been reviewed, modified, or removed to instead be incorporated in the new *Economic Development Element*
  - Eliminated Econ. Dev. icons:
- Addition of a Town Center Element (sub-area plan)
- The term "rural" has been replaced with "pastoral" or similar terms throughout
  - In alignment with the use of the term "rural" per the GMA
- Set the stage for the upcoming Climate Element:

Please look for this icon for goals and policies that focus specifically on economic development.

NA.1e	Explore the use of new and evolving technologies and strategies to support environmental sustainability.
NA.1f	Support education and involvement programs that empower community members to practice environmental stewardship.

INTRODUCTION

- Added language approved by the **Puyallup Tribe**, describing the history of the Puyallup Tribe and the current context of the Tribe's planning policies in relation to Edgewood
- Updated historical and current information related to the characteristics of Edgewood to better capture the City's shift over time
    - The previous Plan stated that 80% of households in Edgewood are single-family residences. This has been updated to support continuation of accommodating for a variety of housing types in the City
- Continued to update the Citizen Participation section throughout the Update Process and adoption phase
- Added language in alignment with RCW 36.70A.035 and RCW 36.70A.020 regarding encouraging public participation among vulnerable populations and overburdened communities

NATURAL ENVIRONMENT ELEMENT

- Planned for the Climate Element required per the GMA by mid-2029
  - Updated Goals and Policies to include icons for goals that are related to climate change
  - Added policies to discuss adding a Climate Element and seeking funding for it (Policies NA1.o and NA1.p)
- Added and updated policies, some of which are based on RCW and GMA guidance and requirements
  - Addressing disproportionate environmental impacts on marginalized populations
  - Educating the public on benefits of composting (Policy NA.3j)
  - LID principles (Policy NA.2.d), impervious surface reduction strategies (Policy NA.2.i), protecting water quality and minimization of flood hazards (Policy NA.2.j)

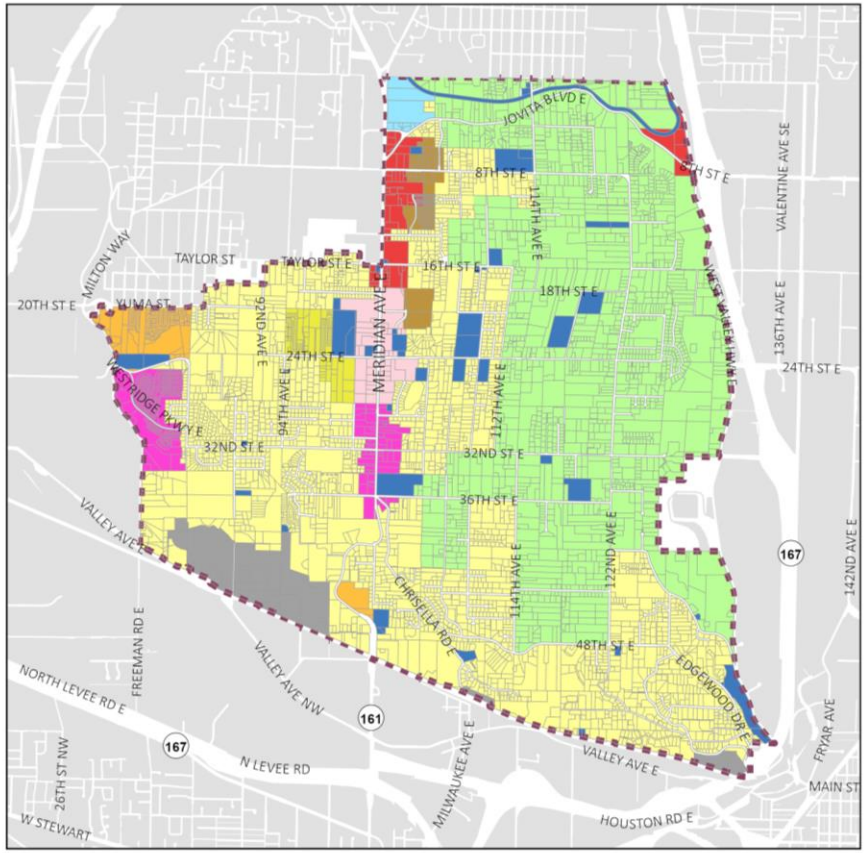
NATURAL ENVIRONMENT ELEMENT

- Added language on Wildland-Urban Interface (WUI) and added an associated policy:
  - Policy NA.1q: *"Reduce and mitigate the risk to lives and property posed by wildfires through implementation of portions of the wildland urban interface code."*
- Updated critical areas maps and descriptions
- Added an additional goal and associated policies:
  - Goal NA.6: *"Protect and enhance the City's tree canopy"*

LAND USE ELEMENT

- Added a Community Character section which includes updated information from the former Community Character Element
- Recommended a Future Land Use Map (FLUM)) that includes the re-designating of a majority of Single-Family moderate uses to Mixed Residential Low and adding a Special Land Use Study Overlay
- Added a Land Use Compatibility section
  - Includes information on health considerations, infill development, and JBLM
- Added additional goals guided by new requirements at the state and regional level
  - Goal LU.15: *"Ensure that land use decisions are fair and equitable."*

RECOMMENDED ZONING MAP



EDGEWOOD Washington

EXISTING ZONING
2024

- City Limits
- Single-Family 2 (SF-2)
- Single-Family 3 (SF-3)
- Single-Family 5 (SF-5)
- Mixed Residential 1 (MR-1)
- Mixed Residential 2 (MR-2)
- Mixed Use Residential (MUR)
- Commercial (C)
- Town Center (TC)
- Public (P)
- Business Park (BP)
- Industrial (I)

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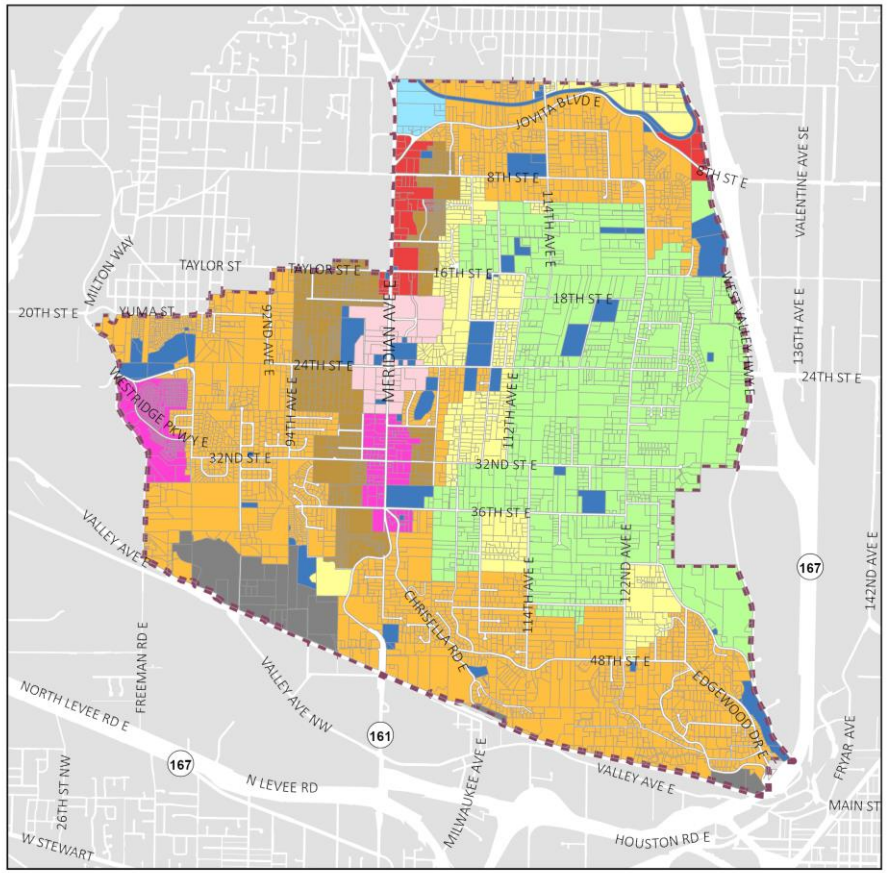


EDGEWOOD Washington

ZONING MAP
RECOMMENDED ALTERNATIVE
REV. 11/07/24

DRAFT FOR CITY REVIEW

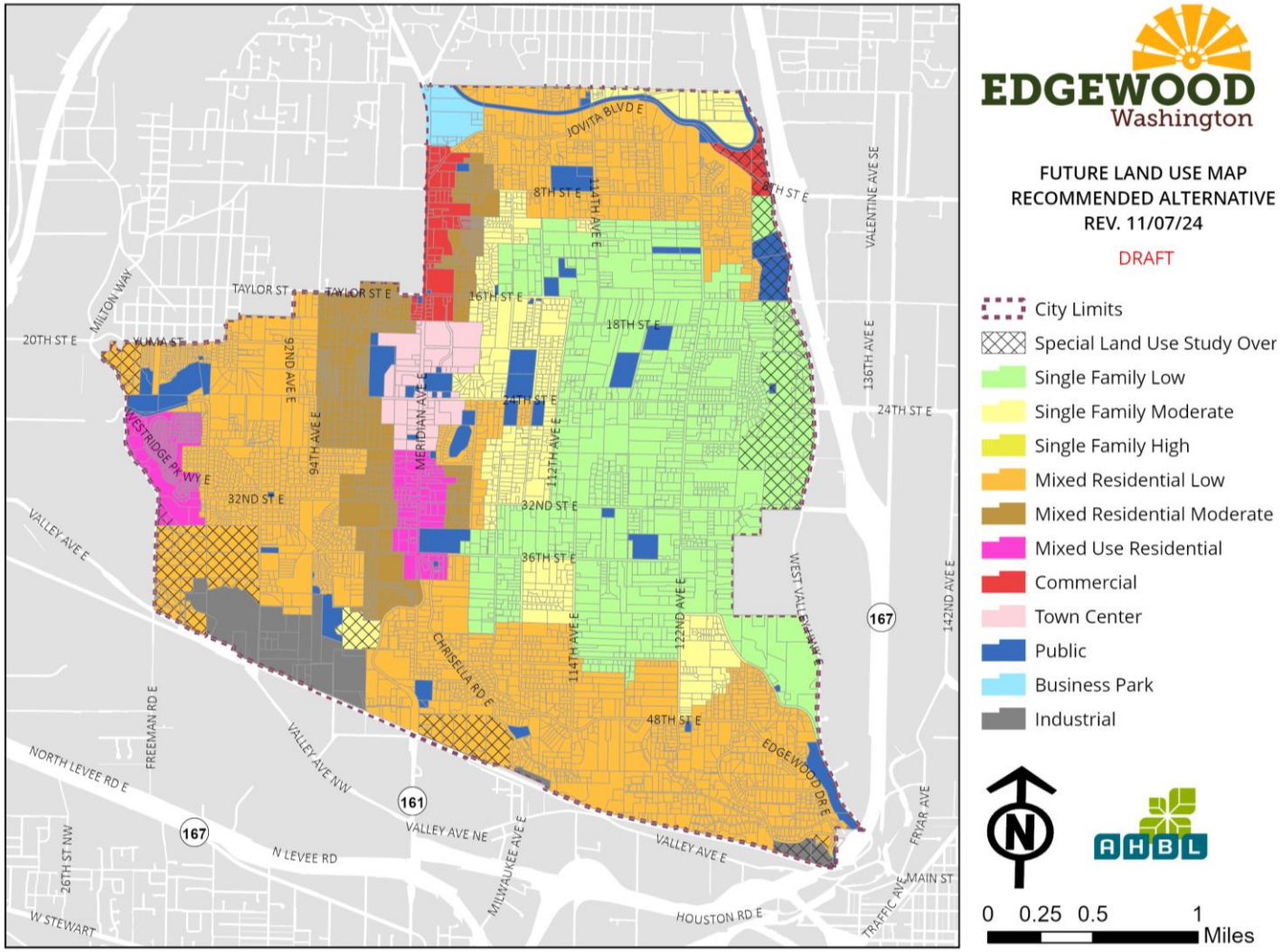
- City Limits
- Single-Family 2 (SF-2)
- Single-Family 3 (SF-3)
- Single-Family 5 (SF-5)
- Mixed Residential 1 (MR-1)
- Mixed Residential 2 (MR-2)
- Mixed Use Residential (MUR)
- Commercial (C)
- Town Center (TC)
- Public (P)
- Business Park (BP)
- Industrial (I)

N

AHBL

0 0.25 0.5 1 Miles

RECOMMENDED FUTURE LAND USE MAP



TOWN CENTER ELEMENT (NEW)

- Will act as the Town Center plan.
- Informed by the Town Center Subarea Plan work and community engagement over the last 20 years.
- This plan will guide code updates and implementation of strategic programs and improvements to realize the Town Center vision.

VISION STATEMENT
Town Center is the livable, affordable, accessible, and sustainable Heart of Edgewood. People move freely through a walkable Town Center via connected sidewalks, bike lanes, pathways, and transit. A wide range of housing options and businesses activate the main street and the entire center. The bustling civic campus is a gathering place providing meaningful resources and events. Well-designed buildings; landscaped areas; vibrant shops and restaurants; and public spaces welcome locals and visitors.

TOWN CENTER ELEMENT (NEW)

- Eight Goals and Related Policies:
  - Pedestrian-oriented streetscapes
  - Variety of development
  - Transit Access
  - Parking is effective (quantity and placement)
  - Urban Design Strategies
  - Sense of Community
  - Sustainability and Natural Environment Enhancement

HOUSING ELEMENT

- Updated to reflect new state regulations for GMA compliance, County and Regional policies, and community input
- Informed by an updated background section covering the city's housing conditions, needs and demand
    - Conducted a community survey (survey #2) regarding housing needs and insights, which was utilized in addition to best available data, to complete analysis
- Added a Housing Land Capacity as an Appendix to supplement the Housing Element

HOUSING ELEMENT

- Added additional policies covering topics such as:
  - Monitoring and assessing housing needs every 5 years to achieve housing targets (Policy H1.h)
  - Encouraging a mix of uses and housing types in pedestrian-oriented commercial and mixed-use districts (Policy H1.c)
  - Evaluating potential use of Washington State Multifamily Tax Exemption (MFTE) program (Policy H.4j) and other strategies for increasing supply of affordable housing (Policy H.4k)
  - Providing opportunities for accessible and assisted living (Policy H.5c)
  - Developing a strategy to provide permanent supportive housing, emergency shelter beds, transitional housing, and housing for other at-risk populations (Policy H.5d)

TRANSPORTATION ELEMENT

- Updated the list of current/proposed transportation projects and programs within the City, costs, revenues, and forecasted revenues and costs
- Removed or revised goals and policies due to redundancy and/or to be consistent with the Meridian Avenue Corridor Study
- Added new policies relating to:
  - Incorporating racial and social equity into the transportation planning process (Policy T.1f)
  - Creating an interconnected transportation system (Policy T.1l)
  - Assessing pedestrian and bicycle Level of Service (LOS) (Policy T.8g)
  - Assessing transit LOS (Policy T.8h)
  - Encouraging fish passage improvements and low impact development on future transportation projects (Policy T.10d)

PARKS, RECREATION, OPEN SPACE, AND TRAILS (PROST)

- Added references and updated the Element to be consistent with the recently updated Edgewood Parks, Recreation, Open Space, and Trails Plan (2022)
- Updated existing active and passive park inventories and conditions
- Added information on private facilities (subdivision parks)
- Added a Public Priorities section based on 2022 PROST Plan public involvement
    - Urban trails/sidewalks were identified as the most needed park amenity in Edgewood
- Updated policies and added a new Policy PR.5e: *"Collaborate with regional partners to identify open space systems in Edgewood that have ecological, economic, and recreational value, and develop strategies for conservation and enhancement"*
- Updated Policy PR.3b to include prioritization of completion of the Edgewood Community Park

CAPITAL FACILITIES AND UTILITIES ELEMENT

- Combined the Capital Facilities Element and Utilities Elements into one.
- Updated all tables to include most recent data
- Updated the inventory data for existing facilities and added information on the Milton/Edgewood Pierce County Library
- Updated/added goals and policies and included an icon for those related to climate change
- Added two new Capital Facilities goals:
  - Goal CF.6: *"Provide for the siting of essential public facilities (EPF's consistent with Pierce County Countywide Planning Policies and RCW 36.70A.200"*
  - Goal CF.7:*"Plan and coordinate emergency management and public safety programs"*
- Added additional Utilities policies related to sanitary sewer in accordance with the updated General Sewer Plan (Policies U.2k-U.2m)

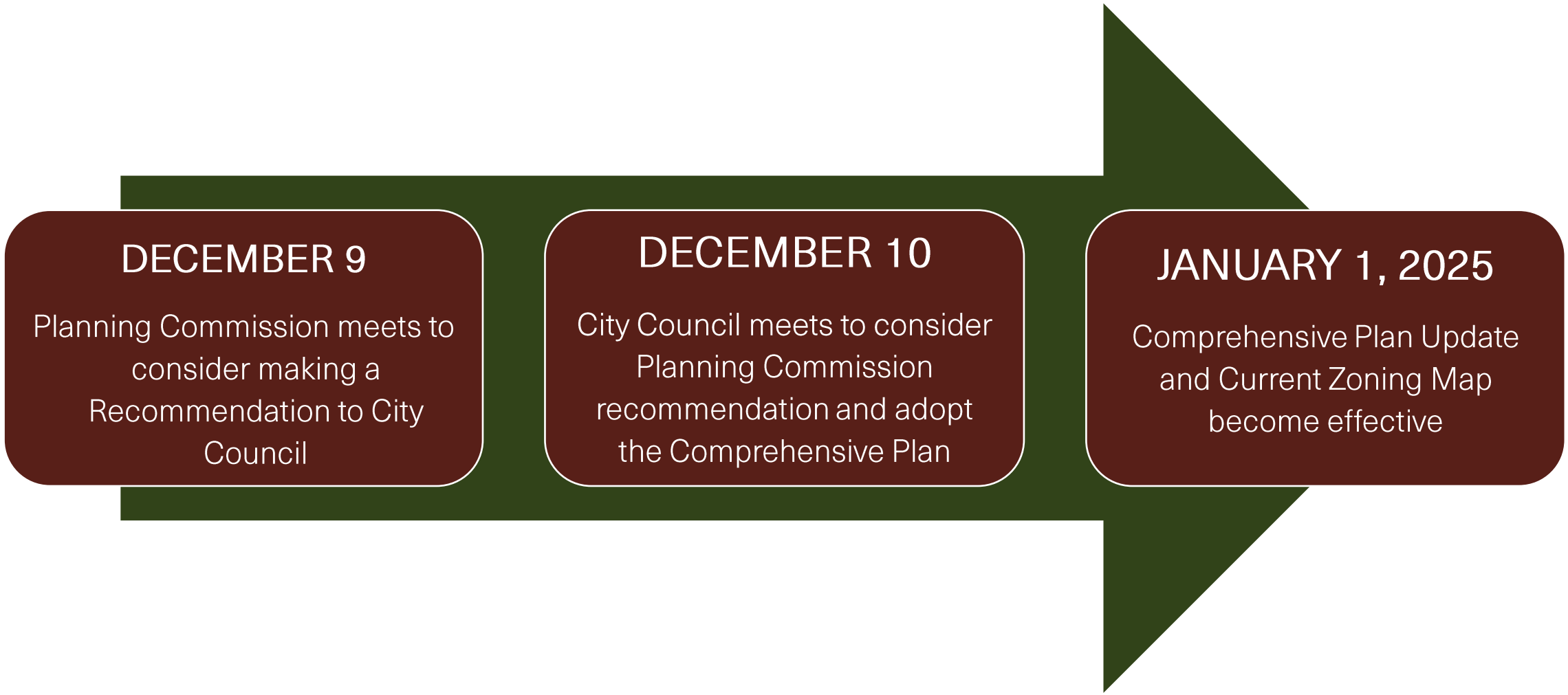
ENERGY ELEMENT

- Amended goals and policies to better position Edgewood for future grant opportunities and proposals for infrastructure improvements
- Added a new Goal E.6 and associated policies in alignment with the future required Climate Element:
  - *"Plan for energy that fosters climate justice and increases resiliency against climate change."*
- Added additional policies related to energy efficiency and conservation through the planning/development process as well as at all levels of government, such as:
  - Establishing a recycling program (Policy E.3b)
  - Green building and retrofitting (Policy E.3c)
  - Electric Vehicle charging and use for equipment (Policy E.3e and E.3f)

ECONOMIC DEVELOPMENT ELEMENT

- Added a new Economic Development Element, consolidated the city's current goals and policies related to this theme into one place
- The update is informed by an Economic Profile Analysis
    - Utilized Pierce County data, GMA requirements, and community input, to determine demographic trends, economic context, real estate trends, etc
- Findings from the Economic Profile Analysis were used to inform additions and amendments to the existing goals and policies
- Includes an overview of the City of Edgewood's demographic trends, economic conditions, commute patterns, real estate market trends, SWOT analysis, etc.
- Goals include establishing the Town Center as the commercial and mixed-use center, promoting commercial uses, supporting small businesses, participating in regional economic development coordination, and enhancing equitable access

NEXT STEPS


DECEMBER 9
Planning Commission meets to consider making a Recommendation to City Council
DECEMBER 10
City Council meets to consider Planning Commission recommendation and adopt the Comprehensive Plan
JANUARY 1, 2025
Comprehensive Plan Update and Current Zoning Map become effective

QUESTIONS?

Comprehensive Plan Update Contacts:

- Jeremy Metzler/City of Edgewood
jeremy@cityofedgewood.org

Comprehensive Plan Update Website:

- Provides schedule/key dates, documents, and information for the Update Process
https://www.cityofedgewood.org/434/2024-Comprehensive-Plan-Periodic-Update

City Of Edgewood
Council Agenda Summary Sheet

Subject: General Sewer Plan Update	**Agenda Item #: 2.D**
	For Agenda of: 12/3/2024
	Prepared by: Jeremy Metzler

Attachments (list):
1. SIGNED PC Recommendation - GSP Update
2. 12-12-22 PC Recommendation (Sewer Connection Reqs)
3. Ecology_Approval Letter

Approval of Materials: Jeremy Metzler Dave Olson 11/27/2024	**Expenditure Required:** N/A
	Amount Budgeted: N/A
	Timeline: ~~11/19/2024 SS~~ 12/03/2024 SS 12/10/2024 RCM

Summary Statement:
All development within the City of Edgewood must provide for adequate sanitary waste disposal. There are typically two methods to achieve compliance with this standard: 1) public sanitary sewer connection, or 2) a private on-site septic system (OSS). The City has recognized the need for a city-wide sewer plan, because without it, holistic infrastructure management is not possible. It is crucial to look at things holistically to avoid inequitable decisions. The updated General Sewer Plan (GSP) will establish clear strategies that achieve environmental, community, cultural, and economic equity. The GSP will also enable efficient resource management.

Staff has been working on the GSP Update since August 2019 with the city's consultant, Grey & Osborne, Inc., with the goal of establishing a city-wide plan for sanitary sewer service. The Planning Commission (PC) approved a recommendation to the City Council on December 12, 2022, providing seven (7) policy recommendations for inclusion in the GSP final draft. However, as the GSP Update was developed along with the Comprehensive Plan Periodic Update, it became clear that these policy recommendations should be incorporated into the Comprehensive Plan instead.

The PC held a public hearing for the final draft of the GSP Update (available here) at their October 14, 2024 meeting, where no public comments were received. Some additional questions regarding specific locations and potential projects were received by staff during the SEPA Environmental Review comment period, but nothing of substance regarding the plan itself. The PC approved their recommendation that City Council adopt the GSP Update on November 6, 2024 (attached), subject to the 7 policy recommendations being incorporated into the Comprehensive Plan Update. The Washington State Department of Ecology issued their approval letter for the GSP Update on November 7, 2024 (attached).

Finally, the final draft of the Comprehensive Plan Update is being presented to the City Council at tonight's study session, and the PC is expected to make their recommendation to Council on the Comprehensive Plan Update at their December 9, 2024 meeting. This item is currently scheduled for Council's consideration alongside the Comprehensive Plan Update at the December 10, 2024 regular meeting. Revisions to Edgewood Municipal Code needed to enact the GSP Update will be brought to the Planning Commission for consideration following City Council's action, tentatively slated for early 2025.

Item History:
More information is available on the project webpage: cityofedgewood.org/424.

Recommended Action:
Hold a discussion and provide staff guidance regarding General Sewer Plan Update

Fiscal Note/Consideration:
Following the City Council's action on the GSP Update, staff will schedule time to review the proposed capital program and utility rate study, tentatively slated for early 2025 while the PC is reviewing municipal code updates.

CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

The Planning Commission voted 7-0 to recommend that the City Council adopt the General Sewer Plan (GSP) Final Draft as presented, so long as the policy recommendations made by the Planning Commission on December 12, 2022, are incorporated into the Capital Facilities and Utilities Element of the Comprehensive Plan Periodic Update.

RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 6TH DAY OF NOVEMBER 2024.

JoAnn Overfield
Planning Commission Chair

Attest by:

Jeremy Metzler, PE
Community Development Director

CITY OF EDGEWOOD PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 6-0 to recommend APPROVAL of the proposed policies pertaining to the City's General Sewer Plan (GSP). It is the recommendation of the City of Edgewood Planning Commission to include the following seven (7) policies in the GSP final draft.

1. Community on-site septic systems should not be permitted anywhere in the city.

2. New individual OSSs should only be allowed on existing lots of record where the nearest parcel boundary is more than 300 horizontal feet from the nearest existing sanitary sewer main.

3. If an existing structure's OSS fails, the OSS may only be repaired if the existing sanitary sewer main is more than 300 horizontal feet away from the subject property. The horizontal distance shall be measured along a straight line from the available connection point to the closest property line. (*Consistent with Pierce County Code 13.04.030(B)(2) and TPCHD standards*)

4. The allowance or prohibition of new individual OSSs in newly proposed subdivisions will follow the requirements outlined below:
    a. Sewer Extension Requirement: For proposed short and full subdivisions that are no more than three hundred (300) feet from the nearest existing sanitary sewer main, prohibit new individual OSSs and require sanitary sewer extension to serve the subdivision.

    b. Dry Sewer Requirement: All proposed short and full subdivisions that are exempt from (a), above, shall follow the Dry Sewer Requirements outlined below:
        i. Require installation of a "dry" sanitary sewer main at the time of the subdivision process.
        ii. Once the sanitary sewer is extended to the area, the "dry" sanitary sewer main will be connected to the live system, and all existing structures in the subject subdivision must be connected consistent with the Connection Requirement policy #6, above.

5. If a new sanitary sewer main is installed by **a private developer**, and the new sewer is adjacent to property with an existing structure served by an OSS, then the existing structure shall be required to connect to the new sewer:
    a. prior to any City permit approval that would result in increased use of the existing OSS beyond its currently approved capacity,
    b. prior to any City permit approval for any reclassification of use for the existing structure (*ex., from residential to non-residential*),
    c. if the existing OSS requires a repair that requires a permit from the Tacoma-Pierce County Health Department (TPCHD) to maintain its function, or
    d. if the existing OSS is failing as defined by the Tacoma-Pierce County Health Department (TPCHD).

6. If a new sanitary sewer main is installed by the **City**, the first step before any work begins is a public noticing and engagement process with affected property owners. The public process and construction effort can take several months, sometimes a year or more, and connections cannot be made until that has been completed. Once the sewer main is deemed ready for connections, the requirement for an adjacent existing structure served by an OSS to connect will follow the process below:

    i. The existing OSS shall be assigned an age based on the date of the last permitted activity in TPCHD records, such as evidence of a completed installation or repair permit.
    ii. The existing structure served by said OSS will not be required to connect to the new sanitary sewer main until its age is at least fifteen (15) years.
    iii. Once the age of said OSS reaches fifteen (15) years, existing structures must connect to the sanitary sewer within 180 days.
    iv. Regardless of the conditions above, existing structures must connect to sanitary sewer if the conditions listed under Policy #5(a-d), above, are met.

7. The City should prioritize funding for the expansion of sanitary sewer in the following order:
    a. Areas where road conditions warrant repair and/or replacement
    b. Areas where other capital improvements are planned or warranted
    c. Existing neighborhoods with aging OSS's (being more than 20 years old and/or otherwise identified problem areas, such as odor complaints or recent repair activity)
    d. Other developable areas

RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION ON THE 12TH DAY OF DECEMBER 2022.

Planning Commission Chair

Attest by:

Evan Hietpas
Senior Planner

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Northwest Region Office
PO Box 330316, Shoreline, WA 98133-9716 • 206-594-0000

November 7, 2024

Jeremy Metzler, P.E.
Community Development Director
City of Edgewood
2224 104th Ave. E.,
Edgewood, WA 98372

Re: City of Edgewood 2024 General Sewer Plan, October 2024

Dear Jeremy Metzler:

The City of Edgewood (City), submitted the "City of Edgewood 2024 General Sewer Plan" in electronic format to the Department of Ecology (Ecology) on October 11, 2024, for final review and approval. This document describes how the City plans to provide long-term sewage collection and treatment within the service area specified in the plan.

In accordance with the Revised Code of Washington (RCW) 90.48.110 and Chapter 173-240 Washington Administrative Code (WAC), Ecology APPROVES the above-referenced document. A copy of the approved title page is enclosed for your records. Ecology limits its review and approval to assuring that the wastewater collection and treatment policies described in the plan comply with the State water quality laws and regulations listed above. Nothing in this approval shall be construed as satisfying other applicable federal, state, or local statutes, ordinances, or regulations.

The City must construct sewage facilities within the planning area according to the polices in this approved general sewer plan, or in amendments thereto. When Ecology has approved a general sewer plan that includes standard design criteria, WAC 173-240-030 waives the requirement for the City to submit engineering reports and design documents (plans & specifications) for sewer line extensions, including pump stations, identified this plan to Ecology for review and approval. This general sewer plan includes appropriate design standards to qualify for this waiver. This waiver does not apply in the following situations:

- The proposed sewers or pump stations involve installation of overflows or bypasses; or
- The proposed sewers or pump stations discharge to an overloaded treatment, collection, or disposal facility.

Ecology must review and approve engineering reports and design documents in these situations.

The transfer of wastewater to neighboring jurisdictions for treatment must comply with all restrictions with respect to the volume, rate, or quality of the transferred flows that are included in interlocal agreements. Any changes to the interlocal agreements included in this plan that alter the volume, rate, or quality of wastewater transferred must be submitted to Ecology for review and approval as an amendment to this plan.

If you have any questions about this approval, please feel free to contact Madison Diaz by telephone at 425-495-1777 or via email at mdia461@ecy.wa.gov.

Sincerely,

Rachel McCrea
Water Quality Section Manager
Northwest Regional Office

Enclosure: As noted

ecc: Shawn McKone, Northwest Region Municipal Unit Supervisor, Department of Ecology
Steve Ogle, Southwest Region Municipal Unit Supervisor, Department of Ecology
Dainis Kleinberg, Southwest Region Permit Manager, Department of Ecology
Madison Diaz, Northwest Region Permit Manager, Department of Ecology
Department of Ecology PARIS, Lakota WWTP, WA0022624

CITY OF EDGEWOOD

PIERCE COUNTY **WASHINGTON**

EDGEWOOD
Washington

GENERAL SEWER PLAN

APPROVED
DEPARTMENT OF ECOLOGY
ENGINEERING
SIGNATURE
DATE 10/18/2024

G&O #19614
JULY 2024

Gray & Osborne, Inc.
CONSULTING ENGINEERS

City Of Edgewood
Council Agenda Summary Sheet

Subject: On-Call Consultant Contracts	**Agenda Item #: 2.E**
	For Agenda of: 12/3/2024
	Prepared by: Jeremy Metzler

Attachments (list):

1. RFQ - 2025 On-Call Consultant Services
2. √ On-Call Contract Agreement - BHC
3. √ On-Call Contract Agreement - BRH
4. √ On-Call Contract Agreement - G&O
5. √ On-Call Contract Agreement - Herrera
6. √ On-Call Contract Agreement - Sage
7. √ On-Call Contract Agreement - Transpo
8. √ On-Call Contract Agreement - WC3
9. On-Call Contract Agreement - AHBL
10. On-Call Contract Agreement - Confluence
11. DRAFT On-Call Contract Agreement - 4LEAF
12. DRAFT On-Call Contract Agreement - AESI
13. DRAFT On-Call Contract Agreement - Raedeke
14. DRAFT On-Call Contract Agreement - SCJ Alliance

Approval of Materials: Jeremy Metzler Dave Olson 11/27/2024	**Expenditure Required:** N/A
	Amount Budgeted: N/A
	Timeline: 12/03/2024 SS 12/10/2024 RCM

Summary Statement:

The City recently advertised a Request for Qualifications (RFQ) to professional consulting firms licensed under the laws of the State of Washington capable of performing a variety of on-call, as-needed consulting services in the following disciplines: Transportation Planning and Engineering, Civil Engineering Support, Building Department Support, Geotechnical Engineering, Wetland / Critical Area Consulting, Professional Land Surveying, Municipal Planning, Fire Protection Engineering, and Arborist / Tree Preservation Consulting. Attached is the RFQ for reference. The City last executed on-call contracts in these disciplines in July 2021, with extensions executed in July 2024, and said contracts are all set to expire on December 31, 2024. New contracts must be executed in order to continue receiving said valuable on-call services.

After scoring of the 27 submittals received, staff recommends executing contracts with 13 consulting firms. Drafts of said contracts are attached for information, as reviewed and approved by the city attorney. Staff is working with each of the consultants to bring partially executed documents to Council for action at next

week's regular council meeting, including authorizing resolutions, as they are ready and available.

Please note the City's internal administrative & accounting control manual language identifies how on-call contracts are utilized in the City, and the contract language included herein makes clear there is no expectation on the part of the City or the Consultant as to any actual dollars being spent (i.e., no obligation to spend funds).

Item History:
N/A

Recommended Action:
Hold a discussion and provide staff guidance regarding On-Call Consultant Contracts

Fiscal Note/Consideration:
The total of all contracts equals a not-to-exceed amount of $3,795,000.00 over the course of the next three (3) years. The actual expenditures must be appropriated annually by Council, and staff expects actual expenditures to be significantly less. This high total is due to executing contracts with multiple on-call vendors in each discipline, allowing the City rapid access to specialty consulting and third-party review if and when a particular firm may not be available, as the City needs this work done in a timely fashion. The City's Finance Department monitors on-call activity for all open contracts in aggregate to ensure the City is in compliance with the Council's current year appropriation for each discipline of work.

City of Edgewood
REQUEST FOR QUALIFICATIONS
2025 ON-CALL CONTRACT SERVICES

I. PURPOSE OF REQUEST.

The City of Edgewood ("City") is seeking Statements of Qualifications (SOQs) from professional consulting firms licensed under the laws of the State of Washington, to select qualified firms capable of performing a variety of on-call review and consulting services. The City does not expect that any one firm will have the ability to perform all of the services listed below. However, if your firm can provide more than one of the services listed, please provide a separate SOQ for each (see Section III.D, below). The City is seeking SOQs for the following on-call services:

1. **Transportation Planning and Engineering:** design services, project review, concurrency program management, technical support
2. **Civil Engineering Support:** project and construction plan review, design services, technical assistance, and field inspections, with a focus on surface water, sanitary sewer, pedestrian facilities, and roadways
3. **Building Department Support:** construction plan review and field inspection services
4. **Geotechnical Engineering:** project review, technical assistance, and design services
5. **Wetland / Critical Area Consulting:** technical, peer, and mitigation plan review and design
6. **Professional Land Surveying:** field survey, data collection, map preparation, and other land surveying services in support of City projects & facilities
7. **Municipal Planning:** project review, case management, and comprehensive planning efforts
8. **Fire Protection Engineering:** construction plan review and field inspection services, with a focus on multi-story buildings, smoke control, and fire alarms
9. **Arborist / Tree Preservation Consulting:** project review, technical assistance, and field inspection services

The numbered categories listed above correspond with numbered sections at the end of this request, containing detailed information about the requirements for each. This numbering does not necessarily represent the magnitude of work or importance of each category.

The City does not expect or require a large amount of preliminary work to be performed by the firms submitting for consideration through the selection process. It is the City's intent to select consultants based on past performance, qualifications, and the ability to perform the necessary work and to complete assigned projects within the timeframe specified. Once the City has reviewed the qualifications, one or more firms may be requested to provide additional information and/or participate in an interview process. **Do not submit any price or fee information at this time. Firms providing such information as part of their response to this request may be disqualified.**

The selected consultant(s) will be expected to work with the City as a partner, working with City staff as directed to support needs as they arise. Work under this contract will be performed on a task order basis, each with a specific scope, budget, and schedule for the required services. The consultant will be expected to frequently respond to short notice requests and should be capable of performing urgent task order assignments while working on other simultaneous task orders. **Any contracts executed pursuant to this Request for Qualifications are expected to run through December 2027 and shall be substantially in the form attached to this RFQ.**

II. TIME SCHEDULE.

The City will attempt to follow this general timetable. This schedule is provided for information only and may be adjusted as needed. Proposers are encouraged to reserve flexibility for interviews:

Issue Request for Qualifications	October 13, 2024
Deadline for submittal of qualifications	November 1, 2024
Preliminary Selection of Firms to Interview (if applicable)	November 8, 2024
Begin Preparing Agreements with Chosen Firms	November 18, 2024
Initial Council Consideration of Firms	December 3, 2024
Council Authorization to Execute Agreements with Consultant	December 10, 2024

III. INSTRUCTIONS TO PROPOSERS.

A. **One (1) electronic copy** of the SOQ must be received by **November 1, 2024 at 3:00 PM**. The SOQ must identify the applicable disciplines on the cover. *No faxed or hard copies will be accepted*. It is the responsibility of the firm to ensure the complete SOQ arrives on time and to the correct location. Any SOQ received after the scheduled closing time shall be returned to the firm noted as "rejected" by the City Clerk.

B. All SOQs should be electronically submitted to:
City of Edgewood
Attn: Jill Schwerzler-Herrera, City Clerk
RE: RFQ Proposal On-Call Service No. (*specify one through eight from options on page 1*)
Email: jill@cityofedgewood.org

C. Any additional information or addendum to this request will be issued by the City prior to the submittal deadline. The City will e-mail such information directly to known interested parties. Though not a requirement, proposers are encouraged to register with the City Clerk, Rachel Pitzel, so they can be apprised of any addendums to this RFQ.

D. SOQs should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to perform the type of work identified, satisfy the requirements of the request and be **limited to 8 single-sided pages total (per category)**.

E. All submittals of qualifications must include the following information:

1. The names of individuals, including any proposed sub-consultants who will be working on the proposed services, and their areas of individual expertise and responsibility.

2. A brief overview of the company, including how long in business, privately or publicly owned, state of incorporation or registration, Federal & State tax identification, and if the business qualifies under the Washington State Minority Business criteria, etc.

3. At least three (3) recent references (within the last 12 months), including entity name, contact person with email and telephone number. Municipal references preferred.

4. The name, title and authority of the individual authorized to execute the contract upon award.

IV. SELECTION CRITERIA.

The City will evaluate SOQs with an Evaluation Committee to determine rankings based upon materials submitted, using the selection criteria and points indicated below. The Evaluation Committee may be comprised of City staff, appointed or elected officials, and other professionals. Multiple firms of each discipline may be selected to establish the roster, and several consultants may be invited for interviews. The following may be used to evaluate the applicants:

A. Demonstrated experience / expertise in the applicable service(s) – **20 points**

B. Previous experience and familiarity with the City of Edgewood – **10 points**

C. Demonstrated ability to work efficiently from individual task order assignments, including timely responsiveness and cost effectiveness – **10 points**

D. Previous overall experience of consultant team assigned to project – **15 points**

E. References and similar project experience – **10 points**

F. General impressions and presentation of qualifications – **5 points**

G. Understanding of the services requested and general approach to on-call services – **15 points**

H. Familiarity and knowledge of the Edgewood Municipal Code and all other applicable adopted codes and policies relating to the discipline of services provided – **15 points**

V. TERMS AND CONDITIONS.

A. The City reserves the right to reject any and all SOQs and waive any minor irregularities.

B. The City reserves the right to request clarification of information submitted, and to request additional information from any firm.

C. The City reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract by December 17, 2024.

D. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City (substantially in the form of the agreement attached to this RFQ) and shall reflect the specifications in this request. The City reserves the right to reject any proposed agreement or contract

that does not conform to the specifications contained in this request, and which is not approved by the City Attorney. Contractors shall obtain all required insurance and provide proof of such insurance to the City in accordance with the contract.

E. The City shall not be responsible for any costs incurred by any consulting firm in preparing, submitting or presenting its SOQ.

VI. SCOPE OF SERVICES.

The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost estimate; (6) due date of work. All of these items may be brief but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Task Orders may include work and/or review for projects not specifically noted in the examples detailed herein. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

Unless specific written permission is provided by the City, the City does not allow for subconsultants to perform items of work necessary for the completion of any Task Order on any project.

General Background

The City of Edgewood is home to over 14,000 residents, about 8.9 square miles in area, and located entirely within Pierce County surrounded by the cities of Milton, Fife, Puyallup and Sumner, with the northern boundary adjacent to King County. Incorporated as a code city on February 28, 1996, Edgewood has operated under the strong Mayor form of government since August 2015, and currently has 25 full-time employees, with police, public works, and utility support provided by other agencies under contract.

Additional Information

As a contract City, Edgewood typically issues a variety of task-based work in several fields of expertise to on-call consultants. The City expects to develop long-term relationships with efficient service providers that can effectively respond to continuing work on a priority and on-call/as needed basis, provide exemplary service and perform to the satisfaction of the City.

It is possible that more than one firm will be selected to contract with the City for on-call/as needed services in one or more of the specialty areas noted. The City of Edgewood reserves the right to award additional work or projects to the same firm, or another firm as necessary.

VII. OTHER INFORMATION

For additional information or explanation of the contents or intent of these specifications, please contact the City with your questions via email to Jill Schwerzler-Herrera, City Clerk/HR Director, at jill@cityofedgewood.org or by telephone at (253) 952-3299.

PROFESSIONAL SERVICE CATEGORIES AND DETAILS

1. TRANSPORTATION PLANNING AND ENGINEERING

Scope of Work: Provide support to City staff as needed to complete a variety of general municipal transportation planning, engineering and development project review support work that may include, but is not limited to, the following:

- Task based transportation planning and engineering services necessary to support efficient project review and implementation by the City of Edgewood.
- Review of development projects, including project-specific Traffic Impact Analysis (TIA), submitted as part of a project review.
- Site inspections for new development and permit compliance related to transportation infrastructure and related systems.
- Maintain the City's concurrency program traffic model and track development projects.
- Traffic Impact Fee review and technical support.
- Public Hearing support before the Hearing Examiner.
- City Council technical support on major policy discussions.
- Provide support on City transportation capital projects and grants as requested.
- Develop and recommend draft transportation standards and roadway designs consistent with City policy and standards.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and Public Works Directors. A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

2. CIVIL ENGINEERING SUPPORT

Scope of Work: Provide support to City staff as needed to complete a variety of general municipal civil engineering ask and development project review support work that may include, but is not limited to, the following:

- City-initiated project coordination and technical services based on task level assignments.
- General technical guidance on issues relative to surface water drainage, infiltration suitability, and potential for sub-surface groundwater flows.
- General technical guidance on sanitary sewer design (gravity and pressure flows, pump station design, capacity and availability) and conformance with applicable standards.
- General technical guidance on issues relative to pedestrian mobility and ADA compliance.
- General technical guidance on roadway design and conformance with applicable standards.
- City Council and Hearing Examiner professional support as requested to respond to major policy issues and permit approvals or recommendations as a technical expert.

- Review of stormwater plans and Drainage Reports from applicants, on development and land use proposals as required, providing an evaluation of the information provided, the analysis methodology used, conformance with threshold determinations, and conclusions / recommendations made consistent with the 2021 Pierce County Stormwater Management and Site Development Manual and local code amendments (EMC 13.05.170).
- Development compliance inspection services, which may involve the following:
    - Observation of on-site soils and topography to confirm suitability of proposed stormwater management methods and facilities.
    - Site review of Best Management Practices (BMP's) as installed for conformance with approved plans and permits.
    - Inspection of roadway and other frontage improvements associated with development projects, including recommendations for acceptance.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and/or Public Works Director(s). A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

3. BUILDING DEPARTMENT SUPPORT

Scope of Work: Building Department support services are intended to supplement the City's existing Building Department plan review and building inspection staff with supplemental on-call services to meet peak project review needs. The general municipal building plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to structural, energy code, barrier free, mechanical and plumbing plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required occasionally and the City may request that some inspection services be provided with some projects or to meet peak activity demand.

4. GEOTECHNICAL ENGINEERING

Scope of Work: The general municipal engineering support work for geotechnical services may include, but is not limited to the following:

- The consultant will review geotechnical reports from project applicants and other engineers / geologists and provide evaluation of the information provided, the analysis methodology used and conclusions / recommendations made as well as conformance with Title 14 EMC – Critical Areas

(with an emphasis on EMC 14.80 - Landslide Hazard Areas, review procedures and EMC 14.90 - Seismic Hazard Area standards).

- Project level inspection services as assigned.
- Provide project level on-call services for City-initiated capital projects (review plans and specifications) and technical response to emerging geotechnical issues that pose a threat to the City's infrastructure or systems as a supplement to the City's existing staffing.
- Support staff in preparing critical area and development code updates and policy related support related to geotechnical review.
- Occasionally provide technical support to the City Council and reports or testimony at City's Hearing Examiner matters as required to support policy and project level reviews.

The consultant may perform on-site soils / materials sampling and testing to confirm adherence to construction standards or specifications and perform on-site and office work to provide guidance on issues relative to slope stability, infiltration suitability and sub-surface groundwater flows.

5. WETLANDS / CRITICAL AREA CONSULTING

Scope of Work: The general municipal wetland and critical area support work may include, but is not limited to the following:

- The consultant will perform wetland and critical area review for substantial conformance with Title 14 EMC (Critical Areas), delineation and reporting services for both **public (City initiated) and private project applications** in accordance with the most current version of the development codes and standards as adopted by the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans, and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary application or site review or other meetings may be required occasionally.
- The consultant may also perform wetland delineations with associated wetland reports and habitat management plans in substantial conformance with Title 14 EMC (Critical Areas) for small single-family projects that specifically elect to have City consultant to complete the work. This is limited to work that doesn't require Washington Department of Ecology or U.S. Army Corps review.
- As directed, periodically provide support before the Edgewood City Council and prepare reports and/or testify before the Edgewood Hearing Examiner as a subject matter expert.
- Provide task level support for code updates and compliance efforts related to wetland and critical area compliance and permitting.

6. PROFESSIONAL LAND SURVEYING

Scope of Work: The general municipal surveying support work may include, but is not limited to the following:

- The consultant may perform surveying services to confirm property lines, perform or establish record surveys for City-owned property and preliminary topographic surveying for City projects prior to design or repair.

- The consultant team may be tasked with preparing and recording all documentation required for the City to verify and provide certification for projects that will utilize federal funding.
- Laying out staking for roadways, sidewalks or paths, underground utilities, storm drainage facilities, buildings or other appurtenances during project construction may also be required.
- Reviewing survey records and projects that will need to be recorded under the City's direction as needed.

7. MUNICIPAL PLANNING

Scope of Work: Provide support to City staff as needed to complete a variety of general municipal planning, comprehensive planning, and development project review support work that may include, but is not limited to, the following:

- Review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law.
- Communicate and coordinate with applicants, their consultants, and other City department staff.
- Assist the City with comprehensive planning efforts, including but not limited to periodic updates required by statute.
- Prepare staff reports and recommendations in a timely manner.
- Present reports to and/or testify before the City's Hearing Examiner, Planning Commission, and City Council (as needed).
- Keep track of project permit applications in the review process, to ensure that a final decision issues in a timely manner.
- Provide additional planning services as requested.

8. FIRE PROTECTION ENGINEERING

Scope of Work: Fire Protection Engineering services are intended to support the City's existing Building Department plan review and building inspection staff with on-call services specific to this discipline, with a focus on multi-story buildings and smoke control. The plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to fire protection, suppression, and smoke control plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required, and the City may request that inspection services be provided specific to this discipline.

9. ARBORIST / TREE PRESERVATION CONSULTING

Scope of Work: Provide support to City staff as needed to complete a variety of arborist and tree preservation support work that may include, but is not limited to, the following:

- Perform arborist and tree preservation review for substantial conformance with Title 18 EMC (Development Standards), field verification and reporting services for both **public (City initiated) and private project applications** in accordance with the most current version of the development codes and standards as adopted by the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans, and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at site review or other meetings may be required occasionally.
- Review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law.
- Communicate and coordinate with applicants, their consultants, and/or City staff as directed.
- As directed, occasionally provide support before the Edgewood City Council and prepare reports and/or testify before the Edgewood Hearing Examiner as a subject matter expert.
- Provide task level support for code updates and compliance efforts related to arborist and tree preservation compliance and permitting.

PROFESSIONAL SERVICE CATEGORIES ANNUAL AVERAGE EXPENDITURES

Number	Type of On-Call Contract Service	Average Annual Expenditure
1	Transportation Planning and Engineering	$250,000
2	Civil Engineering Support	$200,000
3	Building Department Support	$50,000
4	Geotechnical Engineering	$20,000
5	Wetlands/Critical Area Consulting	$35,000
6	Professional Land Surveying	$25,000
7	Planning	$100,000
8	Fire Protection Engineering	$40,000
9	Arborist / Tree Preservation Consulting	$25,000
NOTE: The City of Edgewood's annual expenditures for any of the on-call services listed above may fluctuate significantly each year due to city staffing, project volume & scope, and city capital project activity.		

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

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and _____, (hereinafter the "Consultant,") a _____ organized under the laws of the State of Washington on located and doing business at _____.

RECITALS

WHEREAS, the City requires _____; and

WHEREAS, the Consultant has agreed to provide _____;

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

TERMS

I. Description of Work.

The Consultant shall perform _____ (describe the work here). The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; and (6) due date of work. All of these items may be brief but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed _____ Dollars ($_____.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

SAMPLE

Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

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

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

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the

SAMPLE

City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records, and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability

SAMPLE

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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

SAMPLE

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant’s records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant’s Risk

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

SAMPLE

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

NAME OF CONSULTANT
Attn: _____
_____

Phone: _____
eMail: _____

CITY:

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

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

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

SAMPLE

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ___ day of December, 2024.

CONSULTANT

By:_____
Its

Consultant: _____

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SAMPLE

Exhibit A
Scope of Work

SAMPLE

Exhibit B
Rate Schedule

SAMPLE

ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
BHC CONSULTANTS

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and BHC Consultants, LLC, (hereinafter the "Consultant,") a limited liability company organized under the laws of the State of Washington, located and doing business at 1601 Fifth Avenue, Suite 500, Seattle, WA 98101.

RECITALS

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

WHEREAS, the Consultant has agreed to provide building department on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One-Hundred Fifty Thousand Dollars ($150,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
BHC Consultants, LLC
Attn: Shane Daugherty, AIA, NCARB, CBO
1601 Fifth Avenue, Suite 500
Seattle, WA 98101
Phone: 360-227-9643
eMail: shane.daugherty@bhcconsultants.com

CITY:
City of Edgewood
Attn: James Tumelson, Chief Building and Fire Code Official
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: james@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Jim Gross, PE, PMP
President

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

Building Department support services are intended to supplement the City's existing Building Department plan review and building inspection staff with supplemental on-call services to meet peak project review needs. The general municipal building plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to structural, energy code, barrier free, mechanical and plumbing plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required occasionally and the City may request that some inspection services be provided with some projects or to meet peak activity demand.

See Attachment "A" for more details, attached hereto.

City of Edgewood
On-Call Full Services
SCOPE OF SERVICES

Attachment "A"

1. Plan Review

The City of Edgewood (City) will determine which plans and building permit applications will be reviewed by BHC. BHC will review such plans submitted with building permit applications for structural and non-structural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and the City of Edgewood, except that BHC will confer with the Building Official and/or his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).

A. The specified services to be performed by BHC shall be specified in a Letter of Authorization issued by the City for each set of plans and permit application.

B. BHC will not design for applicants, make any structural changes on the plans, or make any changes that directly contradict other information on the plans.

C. Reviews shall be conducted by BHC and under direction of BHC staff and consultants.

D. If corrections or additions are required, BHC will write a comment letter addressed to the applicant. The City or, BHC at the direction of the City, will provide the comment letter, along with any additional City requirements to the applicant. The comment letter will indicate to the applicant that they are required to submit the revisions/additions once addressed to BHC per the submittal requirements and/or guideline checklists for the permit type under review.

E. When the plans and applications are consistent with the City's codes and standards, BHC will indicate that the plans and applications have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet of the required digital submittal documents. In the event digital submittal documents are not available up to two sets of drawings (as provided by the applicant) including the cover sheet will be stamped in the same manner and provided back to the City.

F. Full reviews will include structural, non-structural, accessibility, energy, and ventilation requirements as applicable. Partial reviews will be indicated herein as either structural or non-structural or as mutually agreed upon. Initial reviews shall be within the timelines identified in section 2 below.

2. Process

A. The City reserves the right to determine the process and method of Work by BHC. At its sole option, the City will determine if it wishes to contract with BHC on a time and materials basis or a percentage basis and as agreed upon by the City and BHC.

B. The City will notify BHC in writing which plans and applications are to be reviewed by BHC.

C. The City will intake, track, and process the permit applications and all revisions per current building and permit administration procedures through in-house platforms which may include paper or electronic processing. BHC will conduct its services on both these platforms.

D. Electronic application submittal, review, and approval will be coordinated by the City through the City platform. BHC will identify its staff who will have user access to and participate in the City platform. All submittal materials from applicant shall be digital PDF or other compatible file type (e.g. .jpg). BHC will perform the reviews and coordination in the same manner using Bluebeam Revu PDFs and Word documents.

E. For transmission of application materials received through the in-house platform, electronic files between the City and BHC will be via a file transfer method such as a SharePoint file link, FTP link, cloud-based file link or similar. BHC utilizes a SharePoint system and can provide the means of file transfer. The City application materials will generally be available within the platform and will not require file transfer. Email may be used at the discretion of BHC and City staff.

F. For transportation of non-electronic documents, BHC will be responsible for the transportation and cost of returning permit review documents back to the City. The City will be responsible for the transportation and cost of delivering permit review documents to BHC.

G. BHC will conduct the initial review, revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not as required, contact the applicant and the City with additional revision requests within the time frames specified below unless negotiated otherwise:

Project Type*	Initial Review	Re-Review
Single-Family	10 working days (2 weeks)	10 working days (1 – 2 weeks)
Multi-Family	15 - 20 working days (3 - 4 weeks)	10 working days (2 weeks)
Commercial	20 - 30 working days (4 - 5 weeks)	15 working days (3 weeks)

*These timelines are subject to changes to applicable City rules and regulations and RCW as amended and as mutually agreed upon.

H. The review timelines set forth above may be revised for any given project, upon written consent of both the City and BHC.

I. BHC will not be held responsible for delays attributable to any *force majeure* events. For the purposes of this section, an event of *force majeure* shall mean any cause beyond the control of the either party including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed

by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. *Force majeure* does not include (i) a failure of performance that is due to an affected party's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected party.

LABOR RATE SCHEDULE
Attachment "B"

Classification	Hourly Rate
Building Inspector, Combination	$115
Building Official/ Inspections (Director/Assist. Manager)	$190
Plan Examiner – nonstructural	$170
Fire code and sprinkler (FPE)	$150
Structural plan review (QA/QC)	$260
Structural Senior plan review (senior engineer)	$250
Structural plan review (staff engineer)	$175
Electrical plan review (QA/QC)	$260
Electrical plan review (Senior Engineer)	$245
Electrical plan review (Staff Engineer)	$160
Electrical plan examiner (not Engineer)	$150
Electrical Inspector	$120
Civil/site plan review (QA/QC)	$260
Civil/site plan review (senior engineer)	$235
Civil/site plan review (staff engineer)	$180
Civil/site Inspector (P.E.)	$170
Civil/site Inspector	$155
Administration Assistance	$138

3. Plan Review Fee

The following fee determination criteria is intended to include the review of plans sent to BHC for review and approval. The reviews will typically be for new construction, substantial remodel, and alterations of both residential and commercial structures. Incidental over-the-counter plan review performed by BHC staff while on-site at the City will be included as part of the daily tasks performed at the hourly rate identified in the Labor Rate Schedule.

LUMP SUM: The City shall pay BHC a lump-sum fee for performing an initial review and one recheck for each project. The fee shall be based on a percentage of the plan review fee as tabulated below or as mutually agreed upon between the City and BHC. The plan review fee shall be based on the fees charged by resolution for the City. At the request of the City and in concurrence by BHC, plan review fees may be determined to be charged at the hourly rates as identified in the Labor Rate Schedule as opposed to the following "fixed fee" rates:

Commercial and Multi-Family Projects	***Lump Sum/Fixed Fee Percentage of Plan Review***	
	Valuation < $2,000,000	**Valuation $2,000,000 To $5,000,000**
Complete Plan Review	75%	70%
Partial Plan Review (structural only or nonstructural only)	65%	55%
**Minimum Fee of $850		
	Valuation $5,000,001 to $10,000,000	**Valuation $10,000,001 and up**
Complete Plan Review	65%	55%
Partial Plan Review (structural only or nonstructural only)	50%	40%
Single Family Projects		
Complete Plan Review	75% of Plan Review Fee	
Partial Plan Review (structural only or nonstructural only)	60% of Plan Review Fee	
**Minimum Fee of $550		

Residential: (Single Family Dwelling)

A. Full Plan Review:

Includes structural, non-structural Fire & Life Safety, mechanical, plumbing, State Energy, and applicable items in the City's Municipal Code.

Non-Residential:

B. Full Plan Review:

Includes structural, non-structural Fire & Life Safety, Barrier Free ADA accessibility and/or State Energy Code, *Mechanical (IMC) and/or Plumbing (UPC).*

C. Partial Plan Review:

Will consist of one of the following:

- IBC non-structural Fire & Life Safety including mechanical/plumbing when issued as a part of a combination building permit, State Energy and Barrier Free ADA accessibility review.

  -OR-
- IBC Structural ONLY

D. Mechanical/Plumbing: (issued as a separate permit)

When a permit for such work is issued separately from a building combination permit and the permit fee is based on valuation of such work separate from the building permit, the fee will be assessed at the partial review percentage noted above. If the permit fee is based on a unit fee per the IMC or UPC, the fee will be charged at the hourly rate as identified in the Labor Rate Schedule.

E. Electrical Plan Review:

Will be charged hourly at the Electrical Plan Review rate as identified in the Labor Rate Schedule.

F. Civil/Site Plan Review:

Will be charged hourly at the Civil Site Plan Review rate as identified in the Labor Rate Schedule. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule

G. Fire Code, Fire Sprinkler, Fire Alarm:

Will be charged hourly at the Civil Site Plan Review rate as identified in the Labor Rate Schedule.

H. Attachment "B" Labor Rate Schedule will be utilized for all hourly fees unless negotiated otherwise between BHC and the City.

I. Fixed Fee plan review includes the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates identified in the Labor Rate Schedule.

J. All "fixed fee" and/or "hourly" projects shall have a minimum fee of $550 or as outlined in the lump sum/fixed fee table above to cover set up, tracking, coordination, and initial review.

K. Expedited plan review services are available upon request. Fee is negotiated based on timeline requested at a rate of 150% to 200% of the hourly rates identified in the Labor Rate Schedule or as negotiated otherwise. Once the fee is negotiated the City is to inform the applicant of the fee ahead of the notice to proceed. Billing for authorized expedited services will be identified in the statement further described below.

L. A joint BHC plan review and City split review option may be negotiated prior to the start of the project.

4. Building Inspection Services

BHC will provide a certified building inspector, certified building official or state licensed Architect or certified electrical inspector (*for electrical inspections only*) to perform the following services on an as-needed, on-call basis for Residential and Commercial buildings:

A. Upon authorization by the City, the inspector will perform building inspection services for the City.

B. At the request of the City, the inspector shall be asked to perform one or more of the following inspection tasks:

a. Non-structural fire and life safety inspections

b. Structural inspections

c. Energy code inspections

d. Barrier free ADA inspections

e. Mechanical & plumbing inspections

f. Electrical inspections *(if applicable)*

Additional service when requested by be provided for:

g. Fire protection, sprinkler, and alarm review

h. Site civil and drainage review

C. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable City Building Codes, except that inspector will confer with the City Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable code(s), or that involves an unusual interpretation.

D. Inspections will be done in accordance with all codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained in the manner required for the specific project and on the office copy of the permit. Inspections can be negotiated to be in person or virtual remote inspection, or as requested otherwise by the City. *Note: Plan review approvals are not inspections.*

The City shall guarantee a minimum of two (2) hours of inspection work each day inspection services are provided. Inspection time is calculated portal to portal further explained below.

5. Additional Services Required

A. BHC's Principal Consultant will act as the City's Building Official on an as-needed basis for services including code interpretation and administrative needs such as ordinance review at the hourly rates identified in the Labor Rate Schedule.

B. Pre-permit plan review meetings to review code requirements and City permit coordination will be charged at the hourly rates identified in the Labor Rate Schedule.

C. Review of supplemental plans or deferred submittals (information not provided at time of initial review but required for plan approval, i.e., truss specification/plans, fire protection/alarm details, etc.) will be charged at the hourly rates identified in the Labor Rate Schedule.

D. Revisions to plans that require additional plan review will be charged at the hourly rates identified in the Labor Rate Schedule.

E. Addendums to approved plans that require additional plan review will be charged at the hourly rates identified in the Labor Rate Schedule.

F. Attendance of meetings in person or remotely when requested by the City will be charged at the hourly rates identified in the Labor Rate Schedule.

G. Separate Fire Code, Fire Sprinkler, Fire Alarm and when not part of the full plan review, mechanical, and plumbing reviews when requested by the City will be charged at the hourly rates identified in the Labor Rate Schedule.

6. Additional

A. All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using the applicable hourly rate identified in the Labor Rate Schedule.

B. In-house plan review and other services will be provided as desired by the City and agreed upon by BHC on a time-and-expense basis using an hourly rate identified in the Labor Rate Schedule.

C. Valuation figures used to determine the plan review fees will be calculated based on the City's Fee Resolution. The plan review fee will be determined by the City and the proposed plan review fee amount shall be submitted to BHC for each project for review and approval.

D. Billing statements will be issued for reviews that receive a full initial review in the preceding month or other acceptable time period. A full initial review shall constitute an earned fee for both the City

and BHC. Each statement will include the permit application number and owner or project name of the plans reviewed with the fee.

E. The City shall have the right to withhold payment to BHC for any work not completed in a satisfactory manner until such time that BHC modifies such work to the satisfaction of the City.

F. The City may elect to review the contract with BHC on an annual basis, which may include but not limited to negotiation of services, renewal of services, contract cancelation or contract renewal.

G. **Hourly rates shown are portal to portal** from inspector's, examiner's or building official's residence or the Tacoma office, whichever is less, to the site.

H. All mileage included by BHC will be reimbursed at the most current IRS rate at the time of service. Mileage will not be assessed on travel using client supplied vehicle.

I. BHC staff's normal workdays are Monday through Friday (8am~5pm, PST). Office work on Saturdays, Sundays or City Holidays will be performed only at specific request of the City. Billing for work performed outside normal work hours or on Saturdays, Sundays, or City Holidays shall be at 150% of the rates shown above.

J. This Labor Rate Schedule is effective as of January 1, 2025. BHC reserves the right to request annual rate increases.

ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
BUSH, ROED & HITCHINGS, INC.

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Bush, Roed & Hitchings, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 15400 SE 30th Place, Suite 100, Bellevue, WA 98007.

RECITALS

WHEREAS, the City requires the provision of professional land surveying on-call services; and

WHEREAS, the Consultant has agreed to provide professional land surveying on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Seventy-Five Thousand Dollars ($75,000.00) for the services described in Section I herein. This is the maximum

amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
Bush, Roed & Hitchings, Inc.
Attn: Dakin Bell, BS, PLS
15400 SE 30th Place, Suite 100
Bellevue, WA 98007
Phone: 206-323-4144
eMail: dakinb@brhinc.com

CITY:
City of Edgewood
Attn: Chuck Hendricksen, Public Works Director
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: chuck@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Dakin A. Bell, BS, PLS
Principal-in-Charge

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

The general municipal surveying support work may include, but is not limited to the following:

- The consultant may perform surveying services to confirm property lines, perform or establish record surveys for City-owned property and preliminary topographic surveying for City projects prior to design or repair.
- The consultant team may be tasked with preparing and recording all documentation required for the City to verify and provide certification for projects that will utilize federal funding.
- Laying out staking for roadways, sidewalks or paths, underground utilities, storm drainage facilities, buildings or other appurtenances during project construction may also be required.

Reviewing survey records and projects that will need to be recorded under the City's direction as needed.

Exhibit B
Rate Schedule

BUSH, ROED & HITCHINGS, INC.

Standard Schedule of Charges and General Conditions - Effective to December 31, 2025, subject to annual adjustments.

FEE SCHEDULE

Clerical	100/Hr.
Research Technician	132/Hr.
Utility Locator	119/Hr.
Survey Coordinator	146/Hr.
Survey CAD Technician	137/Hr.
Engineering CAD Technician	137/Hr.
Engineering CAD Designer	163/Hr.
Sr. Engineering CAD Designer	186/Hr.
Design Engineer (EIT)	149/Hr.
Project Engineer (PE)	163/Hr.
Project Manager	193/Hr.
Sr. Project Manager (PE, PLS)	201/Hr.
Principal Project Manager (PE, PLS)	244/Hr.
Principal (PE, PLS)	306/Hr.
Expert Witness (PE, PLS)	372/Hr.
1 Person Field Crew	133/Hr.
2 Person Field Crew	229/Hr.
3 Person Field Crew	315/Hr.
Overtime	1.50 X Rates

DIRECT NON-SALARIED COSTS

Vehicle Per Diem Charge	$35/Day
Mileage	Current IRS Rate
Job Related Expenses	Cost Plus 15%
Non-Account Related Prints	$50 Minimum
Non-Account Related Data File Transfer	$100 Minimum
Per Diem – Personnel	$245/Day

Payment Terms
Invoices will be submitted once per month and are payable upon receipt. Accounts remaining unpaid after 60 days will be subject to a 1.5% service charge per month. Collection fees including liens and attorney's fees, as may be required, will be added to the account.

Right-of-Entry and Boundary Line Location
Client will furnish right-of-entry for BRH to make surveys. Client shall furnish a description of the property where boundary lines are to be established. BRH assumes no liability for the establishment of actual lines of ownership other than as described and certified as such by a title insurance company. BRH will not be responsible for indicating easements, covenants, and restrictions of record on surveys unless furnished with a current title insurance report. At the request of the Client BRH will obtain a report from a title insurance company at Client's expense.

Utility Locations
When retained to locate utilities, BRH will depend upon utility agency records where verification by field location is not possible. BRH assumes no liability for the accuracy of records or locations provided by others.

General and Automobile Liability Insurance
BRH, Inc. maintains General Liability Insurance for bodily injury and property damage with a limit of $1,000,000 per occurrence and $2,000,000 aggregate. Automobile Liability and Property Damage Insurance is maintained with combined single limits of $1,000,000.

Professional Liability
BRH maintains professional liability insurance for losses arising directly from its negligent acts, errors or omissions with limits of $2,000,000 per occurrence and in the aggregate.

Service Agreement
It is BRH policy to negotiate and execute a Service Agreement setting forth actual scope of work, fees, payment terms, and general conditions prior to commencing services.

Date Revised: November 25, 2024

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

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Gray and Osborne, Inc., (hereinafter the “Consultant,”) a corporation organized under the laws of the State of Washington, located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144.

RECITALS

WHEREAS, the City requires the provision of civil engineering and professional land surveying on-call services; and

WHEREAS, the Consultant has agreed to provide civil engineering and professional land surveying on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Six-Hundred Fifty Thousand Dollars ($650,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and

shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
Gray and Osborne, Inc.
Attn: Tani Stafford, PE
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144
Phone: 206-284-0860
eMail: tstafford@g-o.com

CITY:
City of Edgewood
Attn: Chuck Hendricksen, Public Works Director
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: chuck@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Michael B. Johnson, PE
President

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

CIVIL ENGINEERING SUPPORT

Provide support to City staff as needed to complete a variety of general municipal civil engineering ask and development project review support work that may include, but is not limited to, the following:

- City-initiated project coordination and technical services based on task level assignments.
- General technical guidance on issues relative to surface water drainage, infiltration suitability, and potential for sub-surface groundwater flows.
- General technical guidance on sanitary sewer design (gravity and pressure flows, pump station design, capacity and availability) and conformance with applicable standards.
- General technical guidance on issues relative to pedestrian mobility and ADA compliance.
- General technical guidance on roadway design and conformance with applicable standards.
- City Council and Hearing Examiner professional support as requested to respond to major policy issues and permit approvals or recommendations as a technical expert.
- Review of stormwater plans and Drainage Reports from applicants, on development and land use proposals as required, providing an evaluation of the information provided, the analysis methodology used, conformance with threshold determinations, and conclusions / recommendations made consistent with the 2021 Pierce County Stormwater Management and Site Development Manual and local code amendments (EMC 13.05.170).
- Development compliance inspection services, which may involve the following:
    - Observation of on-site soils and topography to confirm suitability of proposed stormwater management methods and facilities.
    - Site review of Best Management Practices (BMP's) as installed for conformance with approved plans and permits.
    - Inspection of roadway and other frontage improvements associated with development projects, including recommendations for acceptance.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and/or Public Works Director(s). A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

PROFESSIONAL LAND SURVEYING

The general municipal surveying support work may include, but is not limited to the following:

- The consultant may perform surveying services to confirm property lines, perform or establish record surveys for City-owned property and preliminary topographic surveying for City projects prior to design or repair.
- The consultant team may be tasked with preparing and recording all documentation required for the City to verify and provide certification for projects that will utilize federal funding.
- Laying out staking for roadways, sidewalks or paths, underground utilities, storm drainage facilities, buildings or other appurtenances during project construction may also be required.

Reviewing survey records and projects that will need to be recorded under the City's direction as needed.

EXHIBIT "B"

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 30, 2025**

Employee Classification	Fully Burdened Billing Rates		
AutoCAD/GIS Technician/Engineering Intern	$ 65.00	to	$180.00
Electrical Engineer	$125.00	to	$232.00
Structural Engineer	$125.00	to	$232.00
Environmental Technician/Specialist	$100.00	to	$185.00
Engineer-In-Training	$105.00	to	$180.00
Civil Engineer	$115.00	to	$190.00
Project Engineer	$130.00	to	$200.00
Project Manager	$148.00	to	$265.00
Principal-in-Charge	$165.00	to	$265.00
Resident Engineer	$125.00	to	$200.00
Field Inspector	$115.00	to	$190.00
Field Survey (2 Person)***	$200.00	to	$315.00
Field Survey (3 Person)***	$330.00	to	$425.00
Professional Land Surveyor	$125.00	to	$208.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is $0.67 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than $150.

ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
HERRERA ENVIRONMENTAL CONSULTANTS, INC.

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Herrera Environmental Consultants, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 2200 Sixth Avenue, Suite 1100, Seattle, WA 98121.

RECITALS

WHEREAS, the City requires the provision of civil engineering, wetlands / critical area consulting, and arborist / tree preservation on-call services; and

WHEREAS, the Consultant has agreed to provide civil engineering, wetlands / critical area consulting, and arborist / tree preservation on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Five-Hundred Thousand Dollars ($500,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and

shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
Herrera Environmental Consultants, Inc.
Attn: Julianne Chechanover, PE
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121
Phone: 206-441-9080
eMail: jchechanover@herrerainc.com

CITY:
City of Edgewood
Attn: Chuck Hendricksen, Public Works Director
Josh Kubitza, Planning Manager
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: chuck@cityofedgewood.org
josh@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Theresa Wood
Vice President

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

CIVIL ENGINEERING SUPPORT

Provide support to City staff as needed to complete a variety of general municipal civil engineering ask and development project review support work that may include, but is not limited to, the following:

- City-initiated project coordination and technical services based on task level assignments.
- General technical guidance on issues relative to surface water drainage, infiltration suitability, and potential for sub-surface groundwater flows.
- General technical guidance on sanitary sewer design (gravity and pressure flows, pump station design, capacity and availability) and conformance with applicable standards.
- General technical guidance on issues relative to pedestrian mobility and ADA compliance.
- General technical guidance on roadway design and conformance with applicable standards.
- City Council and Hearing Examiner professional support as requested to respond to major policy issues and permit approvals or recommendations as a technical expert.
- Review of stormwater plans and Drainage Reports from applicants, on development and land use proposals as required, providing an evaluation of the information provided, the analysis methodology used, conformance with threshold determinations, and conclusions / recommendations made consistent with the 2021 Pierce County Stormwater Management and Site Development Manual and local code amendments (EMC 13.05.170).
- Development compliance inspection services, which may involve the following:
    - Observation of on-site soils and topography to confirm suitability of proposed stormwater management methods and facilities.
    - Site review of Best Management Practices (BMP's) as installed for conformance with approved plans and permits.
    - Inspection of roadway and other frontage improvements associated with development projects, including recommendations for acceptance.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and/or Public Works Director(s). A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

WETLANDS / CRITICAL AREA CONSULTING

The general municipal wetland and critical area support work may include, but is not limited to the following:

- The consultant will perform wetland and critical area review for substantial conformance with Title 14 EMC (Critical Areas), delineation and reporting services for both **public (City initiated) and private project applications** in accordance with the most current version of the development codes and standards as adopted by the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans, and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary application or site review or other meetings may be required occasionally.
- The consultant may also perform wetland delineations with associated wetland reports and habitat management plans in substantial conformance with Title 14 EMC (Critical Areas) for small single-family projects that specifically elect to have City consultant to complete the work. This is limited to work that doesn't require Washington Department of Ecology or U.S. Army Corps review.
- As directed, periodically provide support before the Edgewood City Council and prepare reports and/or testify before the Edgewood Hearing Examiner as a subject matter expert.
- Provide task level support for code updates and compliance efforts related to wetland and critical area compliance and permitting.

ARBORIST / TREE PRESERVATION CONSULTING

Provide support to City staff as needed to complete a variety of arborist and tree preservation support work that may include, but is not limited to, the following:

- Perform arborist and tree preservation review for substantial conformance with Title 18 EMC (Development Standards), field verification and reporting services for both **public (City initiated) and private project applications** in accordance with the most current version of the development codes and standards as adopted by the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans, and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at site review or other meetings may be required occasionally.
- Review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law.
- Communicate and coordinate with applicants, their consultants, and/or City staff as directed.
- As directed, occasionally provide support before the Edgewood City Council and prepare reports and/or testify before the Edgewood Hearing Examiner as a subject matter expert.

Provide task level support for code updates and compliance efforts related to arborist and tree preservation compliance and permitting.

Exhibit B
Rate Schedule

2024 Herrera Billing Rate Schedule		
Labor Category	Hourly Billing Rate	
	Minimum	Maximum
Engineer VIII / Scientist VIII / Planner VIII	343.20	394.09
Engineer VII / Scientist VII / Planner VII	316.35	358.63
Engineer VI / Scientist VI / Planner VI / Landscape Architect VI / GIS Analyst VI	231.63	331.81
Engineer V / Scientist V / Planner V / Landscape Architect V / GIS Analyst V	198.89	306.78
Engineer IV / Scientist IV / Planner IV / Landscape Architect IV / GIS Analyst IV / CAD Technician IV	164.96	259.47
Engineer III / Scientist III / Planner III / Landscape Architect III / GIS Analyst III / CAD Technician III	127.29	210.35
Engineer II / Scientist II / Planner II / Landscape Designer II / GIS Analyst II / CAD Technician II / Construction Inspector II	115.71	180.47
Engineer I / Scientist I / Planner I / Landscape Designer I / GIS Analyst I / CAD Technician I	98.93	152.13
Engineering/Environmental Technician / Engineering Intern	79.38	131.24
Accounting Administrator I, II, III, IV, V	124.48	280.96
Project Accountant I, II, III, IV	123.28	182.34
Administrative Coordinator II, III, IV	95.89	151.02

Herrera adjusts salaries annually in January. Maximum rate includes a 5% escalation.

ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
SAGE GEOTECHNICAL, LLC

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Sage Geotechnical, LLC, (hereinafter the "Consultant,") a limited liability company organized under the laws of the State of Washington, located and doing business at 2840 Crites Street SW, Suite 104, Tumwater, WA 98512.

RECITALS

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

WHEREAS, the Consultant has agreed to provide geotechnical engineering on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty Thousand Dollars ($60,000.00) for the services described in Section I herein. This is the maximum

amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

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Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

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insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

E. Verification of Coverage. 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.

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Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

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

CONSULTANT:
Sage Geotechnical, LLC
Attn: Calvin McCaughan, PE
2840 Crites Street SW, Ste 104
Tumwater, WA 98512
Phone: 253-306-2362
eMail: calvinm@sagegeotechnical.com

CITY:
City of Edgewood
Attn: Chuck Hendricksen, Public Works Director
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: chuck@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

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Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Calvin McCaughan, PE
Owner

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

The general municipal engineering support work for geotechnical services may include, but is not limited to the following:

- The consultant will review geotechnical reports from project applicants and other engineers / geologists and provide evaluation of the information provided, the analysis methodology used and conclusions / recommendations made as well as conformance with Title 14 EMC – Critical Areas (with an emphasis on EMC 14.80 - Landslide Hazard Areas, review procedures and EMC 14.90 - Seismic Hazard Area standards).
- Project level inspection services as assigned.
- Provide project level on-call services for City-initiated capital projects (review plans and specifications) and technical response to emerging geotechnical issues that pose a threat to the City's infrastructure or systems as a supplement to the City's existing staffing.
- Support staff in preparing critical area and development code updates and policy related support related to geotechnical review.
- Occasionally provide technical support to the City Council and reports or testimony at City's Hearing Examiner matters as required to support policy and project level reviews.

The consultant may perform on-site soils / materials sampling and testing to confirm adherence to construction standards or specifications and perform on-site and office work to provide guidance on issues relative to slope stability, infiltration suitability and sub-surface groundwater flows.

Exhibit B
Rate Schedule

SAGE
GEOTECHNICAL

COMPENSATION SCHEDULE— 2024/2025

Personnel Labor	Hourly Rate
Principal Engineer	210
Senior Engineer/Project Manager	180
Project Controller	160
Field Engineer	160
Technician	120

Term

Unless otherwise agreed, Sage Geotechnical reserves the right to make reasonable adjustments to its compensation rates over time (e.g., for long-term projects); annual escalator not to exceed 5 percent.

ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
TRANSPO GROUP USA, INC.

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

RECITALS

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

WHEREAS, the Consultant has agreed to provide transportation planning and engineering on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven-Hundred and Fifty Thousand Dollars ($750,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this

Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
Transpo Group USA, Inc.
Attn: Jon Pascal, PE
12131 113th Avenue NE, Suite 203
Kirkland, WA 98034
Phone: 425-821-3665
eMail: jon.pascal@transpogroup.com

CITY:
City of Edgewood
Attn: Chuck Hendricksen, Public Works Director
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: chuck@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Jon C. Pascal, PE
Managing Principal

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

Provide support to City staff as needed to complete a variety of general municipal transportation planning, engineering and development project review support work that may include, but is not limited to, the following:

- Task based transportation planning and engineering services necessary to support efficient project review and implementation by the City of Edgewood.
- Review of development projects, including project-specific Traffic Impact Analysis (TIA), submitted as part of a project review.
- Site inspections for new development and permit compliance related to transportation infrastructure and related systems.
- Maintain the City's concurrency program traffic model and track development projects.
- Traffic Impact Fee review and technical support.
- Public Hearing support before the Hearing Examiner.
- City Council technical support on major policy discussions.
- Provide support on City transportation capital projects and grants as requested.
- Develop and recommend draft transportation standards and roadway designs consistent with City policy and standards.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and Public Works Directors. A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

Exhibit B
Rate Schedule

transpogroup
WHAT TRANSPORTATION CAN BE.

Transpo Billing Rate Range Schedule
Rates are effective April 27, 2024 through April 25, 2025

Category	Billing Rate Range	
	Min	Max
Engineer/Planner/Analyst/Principal/Director - Level 7	$260	$355
Engineer/Planner/Analyst/Assoc Prin/Proj Adm - Level 6	$235	$275
Engineer/Planner/Analyst/Tech/Proj Adm - Level 5	$200	$255
Engineer/Planner/Analyst/Tech/Proj Adm - Level 4	$155	$210
Engineer/Planner/Analyst/Tech/Proj Adm - Level 3	$140	$180
Engineer/Planner/Analyst/Tech/Proj Adm - Level 2	$125	$160
Engineer/Planner/Analyst/Tech/Proj Adm - Level 1	$90	$150

ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
WEST COAST CODE CONSULTANTS, INC.

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and West Coast Code Consultants, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of California, located and doing business at 19109 36th Avenue West, Suite 207, Lynnwood, WA 98036.

RECITALS

WHEREAS, the City requires the provision of building department and fire protection engineering on-call services; and

WHEREAS, the Consultant has agreed to provide building department and fire protection engineering on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Two-Hundred Thousand Dollars ($200,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and

shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
West Coast Code Consultants, Inc.
Attn: Martha (Marty) Gillis, CBO
19109 36th Avenue West, Suite 207
Lynnwood, WA 98036
Phone: 425-582-1719
eMail: martyg@wc-3.com

CITY:
City of Edgewood
Attn: James Tumelson, Chief Building and Fire Code Official
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: james@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Martha (Marty) Gillis, CBO
NW Regional Manager

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

BUILDING DEPARTMENT SUPPORT

Building Department support services are intended to supplement the City's existing Building Department plan review and building inspection staff with supplemental on-call services to meet peak project review needs. The general municipal building plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to structural, energy code, barrier free, mechanical and plumbing plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required occasionally and the City may request that some inspection services be provided with some projects or to meet peak activity demand.

FIRE PROTECTION ENGINEERING

Fire Protection Engineering services are intended to support the City's existing Building Department plan review and building inspection staff with on-call services specific to this discipline, with a focus on multi-story buildings and smoke control. The plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to fire protection, suppression, and smoke control plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required, and the City may request that inspection services be provided specific to this discipline.

Exhibit B
Rate Schedule

19109 36th Ave W, Suite 207
Lynnwood WA 98036
OFFICE: (425) 582-1719

EXHIBIT B

COMPENSATION & RATES

Hourly Review Rates:

The following review services are provided using an hourly rate.

Hourly Rates

Service	Rate (per hour)
Building Official or Consulting	$145
Structural Engineer, P.E., S.E.	$140-$150 DOE
Plan Review	$135
Fire Review	$135
Building Inspector	$120-$125 DOE
Fire Inspector	$135
Electrical Inspector	$132
Permit Technician	$98
Education/Instructor	$160
Seminars	$1,700 per day

**All rates require a minimum charge of 1 hour.*

**Education: Requires 1 hour of prep time for every 3 hours teaching time with a minimum charge of 1 hour.*

**Expedited service will be assessed using 1.5% of the hourly rate schedule.*

**In person meeting attendance rates are hourly portal to portal. Mileage reimbursement based on current federal rate.*

**Some reviews require the expertise of P.E.'s or S.E.'s. Authorization by Jurisdiction staff will be requested for these services.*

**Inspection services will be provided using the hourly rate schedule. Inspection rates are portal to portal with a minimum time of 8 hours per day charge.*

**All fees and rates are subject to annual review, periodic increases, and acceptance by the City.*

Reimbursable Costs

Plan Review

Reimbursement of the direct cost of expenses related to the return of plans and permit documents such as courier service, mileage at the current federal rate, postage or shipping of plans or other permit documents. Every effort will be made to utilize the most expedient and affordable method of delivery. No mark-up of charges will be made.

Inspections

Trip Fee: To offset the cost of deploying inspection staff to the City.	$60 per day

19109 36th Ave W, Suite 207
Lynnwood WA 98036
OFFICE: (425) 582-1719

Mileage: When consultant staff uses personal vehicles for inspections. (In city mileage only, not portal to portal)	Current IRS rate
Reimbursable Expenses: City pre-approved expense.	Actual cost without mark-up

Jurisdiction Authorized Meetings

Reimbursement of the direct cost of expenses related to attendance at City authorized meetings such as, mileage (portal to portal from the Lynnwood WA Office) at the current federal rate, and parking fees. Every effort will be made to utilize the most expedient and affordable methods. No mark-up of charges will be made.

Invoicing

- Invoices shall be generated upon completion of 1st review, subsequent review, and at final approval with all supporting documents required by the Jurisdiction and the Consultant. The Consultant services shall be invoiced for services provided and are not dependent on achieving sufficient resolution needed to approve permit issuance.
- Invoices shall be submitted electronically to the Jurisdiction by the 10th day of each month.
- The Jurisdiction shall notify the Consultant of any discrepancy, and the Consultant shall correct accordingly.
- Invoices shall be paid within a maximum of 30 days of receipt, unless mutually agreed by the Jurisdiction and Consultant.

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

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 200, Tacoma, WA 98403.

RECITALS

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

WHEREAS, the Consultant has agreed to provide municipal planning on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Three-Hundred Thousand Dollars ($300,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
AHBL, Inc.
Attn: Patrick Kelly, AICP
2215 North 30th Street, Suite 200
Tacoma, WA 98403
Phone: 253-383-2422
eMail: wecarlson@ahbl.com

CITY:
City of Edgewood
Attn: Josh Kubitza, Planning Manager
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: josh@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

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

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

Provide support to City staff as needed to complete a variety of general municipal planning, comprehensive planning, and development project review support work that may include, but is not limited to, the following:

- Review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law.
- Communicate and coordinate with applicants, their consultants, and other City department staff.
- Assist the City with comprehensive planning efforts, including but not limited to periodic updates required by statute.
- Prepare staff reports and recommendations in a timely manner.
- Present reports to and/or testify before the City's Hearing Examiner, Planning Commission, and City Council (as needed).
- Keep track of project permit applications in the review process, to ensure that a final decision issues in a timely manner.
- Provide additional planning services as requested.

Exhibit B
Rate Schedule

SCHEDULE OF CHARGES & COMPENSATION

Principal	275.00/Hour
Associate Principal	260.00/Hour
Senior Associate	240.00/Hour
Senior Project Manager	230.00/Hour
Project Manager	220.00/Hour
Senior Planning Project Manager	205.00/Hour
Planning Project Manager	195.00/Hour
Survey Project Manager	200.00/Hour
Assistant Project Manager	150.00/Hour
Project Engineer 6	205.00/Hour
Project Engineer 5	195.00/Hour
Project Engineer 4	185.00/Hour
Project Engineer 3	165.00/Hour
Project Engineer 2	145.00/Hour
Project Engineer 1	125.00/Hour
Senior Engineer Technician	150.00/Hour
Engineer Technician 3	135.00/Hour
Engineer Technician 2	120.00/Hour
Engineer Technician 1	105.00/Hour
Engineer Technician	85.00/Hour
Project Administrator	125.00/Hour
Project Expeditor	95.00/Hour
Senior Urban Designer	170.00/Hour
Urban Designer	160.00/Hour
Planner 5	170.00/Hour
Planner 4	160.00/Hour
Planner 3	145.00/Hour
Planner 2	125.00/Hour
Planner 1	115.00/Hour
Planning Technician	85.00/Hour

Director of Landscape Architecture	205.00/Hour
Senior Landscape Architect	175.00/Hour
Landscape Architect 2	155.00/Hour
Landscape Architect 1	145.00/Hour
Senior Landscape Designer	145.00/Hour
Landscape Designer 3	130.00/Hour
Landscape Designer 2	120.00/Hour
Landscape Designer 1	110.00/Hour
Senior Landscape Technician	140.00/Hour
Landscape Technician 3	120.00/Hour
Landscape Technician 2	110.00/Hour
Landscape Technician 1	105.00/Hour
Project Surveyor	185.00/Hour
Senior Survey Technician	150.00/Hour
Survey Technician 3	135.00/Hour
Survey Technician 2	120.00/Hour
Survey Technician 1	105.00/Hour
Chief of Parties	175.00/Hour
Survey Crew	235.00/Hour
1-Person Survey Crew	150.00/Hour
Graphic Designer	120.00/Hour
Technical Editor	125.00/Hour
Word Processor/Sr. Administrative Asst.	110.00/Hour
Administrative Assistant	90.00/Hour
Outside Consultants	Separate Fee Proposal
Geotechnical Engineers	Separate Fee Proposal
Environmental Consultants	Separate Fee Proposal
Mileage	Federal Rate In Effect At Time Of Service

Large Format Bond	0.50/sf
Large Format High Density Color Bond	2.00/sf
Large Format Mylar	2.00/sf
Small Format Color Bond 11 X 17	0.50/Sheet
Small Format Color Bond 8.5 X 11	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

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

Effective January 1, 2025

ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
CONFLUENCE ENVIRONMENTAL COMPANY

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Confluence Environmental Company, (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 146 N. Canal Street, Suite 111, Seattle, WA 98103-8652.

RECITALS

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

WHEREAS, the Consultant has agreed to provide wetlands and critical area on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One-Hundred Thousand Dollars ($100,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and

shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
Confluence Environmental Company
Attn: Kerrie McArthur, PWS
146 N. Canal Street, Suite 111
Seattle, WA 98103-8652
Phone: 206-604-9059
eMail: kerrie.mcarthur@confenv.com

CITY:
City of Edgewood
Attn: Josh Kubitza, Planning Manager
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: josh@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Chris Cziesla
CEO

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

The general municipal wetland and critical area support work may include, but is not limited to the following:

- The consultant will perform wetland and critical area review for substantial conformance with Title 14 EMC (Critical Areas), delineation and reporting services for both **public (City initiated) and private project applications** in accordance with the most current version of the development codes and standards as adopted by the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans, and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary application or site review or other meetings may be required occasionally.
- The consultant may also perform wetland delineations with associated wetland reports and habitat management plans in substantial conformance with Title 14 EMC (Critical Areas) for small single-family projects that specifically elect to have City consultant to complete the work. This is limited to work that doesn't require Washington Department of Ecology or U.S. Army Corps review.
- As directed, periodically provide support before the Edgewood City Council and prepare reports and/or testify before the Edgewood Hearing Examiner as a subject matter expert.

Provide task level support for code updates and compliance efforts related to wetland and critical area compliance and permitting.

Exhibit B
Rate Schedule

CONFLUENCE
ENVIRONMENTAL COMPANY

2025 Standard Rates

Title	Standard Rate
Senior Principal	$285
Special Projects Executive	$245
Principal	$225
Managing Senior Scientist	$205
Senior Scientist	$195
Project Planner 3	$175
Project Scientist 3	$175
Project Scientist 2	$165
Project Scientist 1	$135
Staff Scientist	$105
Research Assistant	$80
Editor	$120
Accounting	$115
Administrative	$110

10% markup on subconsultants and permit fees

This rate schedule is effective January 1, 2025 to December 31, 2025.
All rates are subject to annual adjustments, and will be reviewed and revised as necessary at the beginning of each calendar year.

146 N Canal St, Suite 111 • Seattle, WA 98103 • www.confenv.com

ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
4LEAF, INC.

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and 4LEAF, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 1201 Pacific Avenue, Suite 600, Tacoma, WA 98402.

RECITALS

WHEREAS, the City requires the provision of fire protection engineering on-call services; and

WHEREAS, the Consultant has agreed to provide fire protection engineering on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One-Hundred Thousand Dollars ($100,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and

shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. 1. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective after Fifteen (15) days after the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later. 2. Consultant my terminate this Agreement in the event of a material breach by the City, including but not limited to non-payment.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend (except for Claims arising from alleged professional negligence), indemnify and hold the Public Entity, its officers, officials, employees and volunteers ("Indemnitees") harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence and/or willful misconduct of the Indemnitees.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant’s records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant’s Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:
4LEAF, Inc.
Attn: Kevin Duggan
2126 Rheem Drive
Pleasanton, CA 94588
Phone: 925-462-5959
eMail: kduggan@4leafinc.com

CITY:
City of Edgewood
Attn: James Tumelson, Chief Building and Fire Code Official
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: james@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Kevin Duggan
President

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

Fire Protection Engineering services are intended to support the City's existing Building Department plan review and building inspection staff with on-call services specific to this discipline, with a focus on multi-story buildings and smoke control. The plan review and inspection support work may include, but is not limited to the following:

In accordance with the currently adopted City of Edgewood codes, the consultant will be expected to perform building plan reviews for a full range of residential and non-residential building types that may include, but are not limited to fire protection, suppression, and smoke control plans submitted with building applications to the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary review or other meetings may be required, and the City may request that inspection services be provided specific to this discipline.

Exhibit B
Rate Schedule

FEE SCHEDULE

FY 2024-2025 FEE SCHEDULE & BASIS OF CHARGES

For the City of Edgewood
All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 70% *(Inclusive of all disciplines except Fire and Civil, which are billed on an hourly basis.)* **Hourly Plan Review**: $115 Non-Structural Review $150 Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Building

Chief Building Official	$145/hour
Structural Plan Review Engineer	$150/hour
Non-Structural Plans Examiner	$115/hour
Senior Combination Building Inspector (Building Inspector III)	$115/hour
Commercial Building Inspector (Building Inspector II)	$100/hour
Residential Building Inspector (Building Inspector I)	$95/hour
Senior Electrical Inspector (Building Inspector III)	$115/hour
Electrical Inspector (Building II)	$100/hour
Electrical Inspector (Building I)	$95/hour
Permit Manager	$95/hour
Senior Permit Technician	$85/hour
Permit Technician	$70/hour
Clerk / Administrator	$64/hour
Civil Plan Review (Grading, Improvement Plans)	$165/hour
Inspector of Record	$160/hour
GoFormz Software	$50/user monthly

Code Enforcement

Code Enforcement Director	$160/hour
Code Enforcement Manager	$145/hour
Code Enforcement Senior Officer	$115/hour
Code Enforcement Officer II	$105/hour
Code Enforcement Officer I	$95/hour
Code Enforcement Officer	$85/hour

Fire

Fire Protection Engineer (FPE)	$225/hour
Fire Prevention Officer	$155/hour

Fire Plans Examiner $148/hour
Fire Inspector II $110/hour
Fire Inspector I $99/hour

Project Management

Project Manager $175/hour
Principal-in-Charge $225/hour

Planning

Housing Policy Director $210/hour
Planning Director $175/hour
Principal/Planning Manager $155/hour
Senior Planner $145/hour
Associate Planner $125/hour
Assistant Planner $110/hour
Planning Technician $90/hour

Engineering, Public Works, Inspection & Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans) $165/hour
Traffic Engineer $175/hour
Construction Manager $165/hour
Public Works Inspector (Regular Time) $130/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 2-hour minimum charges unless stated otherwise. Services billed in 2-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed:
  - *Scenario #1 (Applicant requested)*: at 1.5x the plan review fee listed in the Fee Schedule.
  - *Scenario #2 (City requested)*: at no additional cost to the City.
- Plan review of deferred submittals and revisions will be billed at the hourly rates listed above.
- All plan review services will be subject to a $265.00 minimum fee if percentage-based fee or four 4-hour minimum charge if hourly rates apply.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
  - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
  - Fire and Civil Reviews are billed on an hourly basis and are not included in the percentage.
- 4LEAF assumes that these rates reflect the FY2024-2025 contract period. 2% escalation for FY2025-2026, FY2026-2027 is negotiable per market conditions.

- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- All billable expenses will be charged at cost plus 10%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.

ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
ASSOCIATED EARTH SCIENCES, INC.

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Associated Earth Sciences, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 1552 Commerce Street, Suite 102, Tacoma, WA 98402.

RECITALS

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

WHEREAS, the Consultant has agreed to provide geotechnical engineering on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty Thousand Dollars ($60,000.00) for the services described in Section I herein. This is the maximum

amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

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Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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-

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insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

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X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

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shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
Associated Earth Sciences, Inc.
Attn: Stephen A. Siebert, PE
1552 Commerce Street, Suite 102
Tacoma, WA 98402
Phone: 253-722-2992
eMail: ssiebert@aesgeo.com

CITY:
City of Edgewood
Attn: Chuck Hendricksen, Public Works Director
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: chuck@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

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XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Jennifer H. Saltonstall, L.G, L.Hg.
President

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

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Exhibit A
General Scope of Work

The general municipal engineering support work for geotechnical services may include, but is not limited to the following:

- The consultant will review geotechnical reports from project applicants and other engineers / geologists and provide evaluation of the information provided, the analysis methodology used and conclusions / recommendations made as well as conformance with Title 14 EMC – Critical Areas (with an emphasis on EMC 14.80 - Landslide Hazard Areas, review procedures and EMC 14.90 - Seismic Hazard Area standards).
- Project level inspection services as assigned.
- Provide project level on-call services for City-initiated capital projects (review plans and specifications) and technical response to emerging geotechnical issues that pose a threat to the City's infrastructure or systems as a supplement to the City's existing staffing.
- Support staff in preparing critical area and development code updates and policy related support related to geotechnical review.
- Occasionally provide technical support to the City Council and reports or testimony at City's Hearing Examiner matters as required to support policy and project level reviews.

The consultant may perform on-site soils / materials sampling and testing to confirm adherence to construction standards or specifications and perform on-site and office work to provide guidance on issues relative to slope stability, infiltration suitability and sub-surface groundwater flows.

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Exhibit B
Rate Schedule

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

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

RECITALS

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

WHEREAS, the Consultant has agreed to provide wetlands and critical area on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed One-Hundred Thousand Dollars ($100,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and

shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

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VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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-

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insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

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X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

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shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
Raedeke Associates, Inc.
Attn: Christopher W. Wright
2111 N. Northgate Way, Suite 219
Seattle, WA 98133
Phone: 206-525-8122
eMail: cwright@raedeke.com

CITY:
City of Edgewood
Attn: Josh Kubitza, Planning Manager
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: josh@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

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XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ___ day of December, 2024.

CONSULTANT

By:_____
Christopher W. Wright
President

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

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Exhibit A
General Scope of Work

The general municipal wetland and critical area support work may include, but is not limited to the following:

- The consultant will perform wetland and critical area review for substantial conformance with Title 14 EMC (Critical Areas), delineation and reporting services for both **public (City initiated) and private project applications** in accordance with the most current version of the development codes and standards as adopted by the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans, and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at preliminary application or site review or other meetings may be required occasionally.
- The consultant may also perform wetland delineations with associated wetland reports and habitat management plans in substantial conformance with Title 14 EMC (Critical Areas) for small single-family projects that specifically elect to have City consultant to complete the work. This is limited to work that doesn't require Washington Department of Ecology or U.S. Army Corps review.
- As directed, periodically provide support before the Edgewood City Council and prepare reports and/or testify before the Edgewood Hearing Examiner as a subject matter expert.

Provide task level support for code updates and compliance efforts related to wetland and critical area compliance and permitting.

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Exhibit B
Rate Schedule

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

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

RECITALS

WHEREAS, the City requires the provision of transportation planning and engineering, civil engineering, municipal planning, and arborist / tree preservation on-call services; and

WHEREAS, the Consultant has agreed to provide transportation planning and engineering, civil engineering, municipal planning, and arborist / tree preservation on-call services;

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

TERMS

I. Description of Work.

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

Unless specifically stated within the scope of work for an individual Task Order, the City does not permit subconsultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with subconsultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven-Hundred and Fifty Thousand Dollars ($750,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this

Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

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

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

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

III. Relationship of Parties

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

IV. Duration of Work

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

Agreement shall expire on December 31, 2027, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, creed, religion, color, sex, sexual orientation, citizenship or immigration status, military or veteran status, national origin, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

Consultant shall defend, indemnify and hold the Public Entity, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, 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.

VIII. Insurance

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 contractors 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.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $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.

C. 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.

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

E. Verification of Coverage. 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.

F. No Limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

G. 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.

H. 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 Agreement 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.

I. 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.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement. In addition, all work of Consultant must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof, regardless of independent contractor status.

XII. Compliance with Federal, State, and Local Laws

The Consultant shall 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.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood to determine the term or provision's true intent or meaning. The City of Edgewood

shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

XVI. Written Notice

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

CONSULTANT:
Shea Carr & Jewell, Inc.
Attn: Sam Rowswell, PE
Patrick Holm, PE
8730 Tallon Lane NE, Suite 200
Lacey, WA 98516
Phone: 360-352-1465
eMail: sam.rowswell@scjalliance.com
patrick.holm@scjalliance.com

CITY:
City of Edgewood
Attn: Chuck Hendricksen, Public Works Director
Josh Kubitza, Planning Manager
2224 - 104th Avenue East
Edgewood, WA 98372
Phone: 253-952-3299
eMail: chuck@cityofedgewood.org
josh@cityofedgewood.org
With a copy to the "City Clerk" at the same address.

XVII. Assignment

Consultant shall not assign this Agreement or subcontract or assign any of the work provided for herein without the prior written consent of the City.

XVIII. Modification and Severability

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

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

XIX. Entire Agreement

This Agreement contains the entire agreement between the parties and the written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal or written agreements of the parties. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of December, 2024.

CONSULTANT

By:_____
Patrick Holm, PE
Principal-in-Charge

CITY OF EDGEWOOD

By:_____
Dave Olson, Mayor

ATTEST:

_____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

_____
Maili C. Barber
City Attorney

Exhibit A
General Scope of Work

TRANSPORTATION PLANNING AND ENGINEERING

Provide support to City staff as needed to complete a variety of general municipal transportation planning, engineering and development project review support work that may include, but is not limited to, the following:

- Task based transportation planning and engineering services necessary to support efficient project review and implementation by the City of Edgewood.
- Review of development projects, including project-specific Traffic Impact Analysis (TIA), submitted as part of a project review.
- Site inspections for new development and permit compliance related to transportation infrastructure and related systems.
- Maintain the City's concurrency program traffic model and track development projects.
- Traffic Impact Fee review and technical support.
- Public Hearing support before the Hearing Examiner.
- City Council technical support on major policy discussions.
- Provide support on City transportation capital projects and grants as requested.
- Develop and recommend draft transportation standards and roadway designs consistent with City policy and standards.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and Public Works Directors. A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

CIVIL ENGINEERING

Provide support to City staff as needed to complete a variety of general municipal civil engineering ask and development project review support work that may include, but is not limited to, the following:

- City-initiated project coordination and technical services based on task level assignments.
- General technical guidance on issues relative to surface water drainage, infiltration suitability, and potential for sub-surface groundwater flows.
- General technical guidance on sanitary sewer design (gravity and pressure flows, pump station design, capacity and availability) and conformance with applicable standards.

- General technical guidance on issues relative to pedestrian mobility and ADA compliance.
- General technical guidance on roadway design and conformance with applicable standards.
- City Council and Hearing Examiner professional support as requested to respond to major policy issues and permit approvals or recommendations as a technical expert.
- Review of stormwater plans and Drainage Reports from applicants, on development and land use proposals as required, providing an evaluation of the information provided, the analysis methodology used, conformance with threshold determinations, and conclusions / recommendations made consistent with the 2021 Pierce County Stormwater Management and Site Development Manual and local code amendments (EMC 13.05.170).
- Development compliance inspection services, which may involve the following:
    - Observation of on-site soils and topography to confirm suitability of proposed stormwater management methods and facilities.
    - Site review of Best Management Practices (BMP's) as installed for conformance with approved plans and permits.
    - Inspection of roadway and other frontage improvements associated with development projects, including recommendations for acceptance.

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and/or Public Works Director(s). A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in City Hearings Examiner matters.

MUNICIPAL PLANNING

Provide support to City staff as needed to complete a variety of general municipal planning, comprehensive planning, and development project review support work that may include, but is not limited to, the following:

- Review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law.
- Communicate and coordinate with applicants, their consultants, and other City department staff.
- Assist the City with comprehensive planning efforts, including but not limited to periodic updates required by statute.
- Prepare staff reports and recommendations in a timely manner.
- Present reports to and/or testify before the City's Hearing Examiner, Planning Commission, and City Council (as needed).

- Keep track of project permit applications in the review process, to ensure that a final decision issues in a timely manner.
- Provide additional planning services as requested.

ARBORIST / TREE PRESERVATION CONSULTING

Provide support to City staff as needed to complete a variety of arborist and tree preservation support work that may include, but is not limited to, the following:

- Perform arborist and tree preservation review for substantial conformance with Title 18 EMC (Development Standards), field verification and reporting services for both **public (City initiated) and private project applications** in accordance with the most current version of the development codes and standards as adopted by the City of Edgewood. Should corrections be required, the consultant will provide the City with specific details regarding incomplete or incorrect items on the plans, and a description of what corrections or additions are required as well as references to the specific, applicable code sections relating to the deficiencies. Attendance at site review or other meetings may be required occasionally.
- Review of project permit applications for code compliance in a timely manner, keeping in mind the deadlines for the City to issue a final decision by law.
- Communicate and coordinate with applicants, their consultants, and/or City staff as directed.
- As directed, occasionally provide support before the Edgewood City Council and prepare reports and/or testify before the Edgewood Hearing Examiner as a subject matter expert.

Provide task level support for code updates and compliance efforts related to arborist and tree preservation compliance and permitting.

Exhibit B
Rate Schedule