CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA
Tues., March 14, 2017 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. **CALL TO ORDER**
   Pledge of Allegiance, Roll Call, Additions/Deletions

2. **AUDIENCE COMMENT**

3. **MAYOR'S REPORT**

4. **CONSENT AGENDA** ***(pg. 2)*****:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
   The following items are presented for Council approval:
   A. Regular City Council Meeting Minutes of February 28, 2017,
   B. Study Session Meeting Minutes of March 7, 2017.
   C. **AB 17-012,** a motion approving March 2017 Budgeted Expenditures as follows: Nationwide Retirement Solutions Check Numbers 10596-10597 in the amount of $4,709.44; IRS 941 ACHs; AWC Employee Benefit Trust; Deferred Compensations Program; Dept. of Retirement Systems and Payroll Direct Deposit in the amount of $70,197.53; and Vendor Check Numbers 21866-21883 with EFT Payments in the amount of $335,485.91. Total distributions submitted for review & authorization in the amount of $410,392.88

5. **COUNCIL BUSINESS**
   A. **AB 17-0358** ***(pg. 18)*** **,** a motion approving Resolution No. 17-0358, authorizing the Mayor to approve a contract with Environmental Science Associates (ESA) for professional services in connection with the City of Edgewood Critical Areas and Best Available Science Update

6. **COUNCIL COMMENTS**

7. **EXECUTIVE SESSION**

8. **ADJOURN**

1. CALL TO ORDER

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

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Councilmember Donna O'Ravez, Councilmember Mark Creley, Councilmember Luke Meyers, Deputy Mayor Tyron Christopherson **(late)**, Councilmember Rosanne Tomyn, Councilmember Nate Lowry. **Excused:** Councilmember Stephanie Shook.
Staff Present: Assistant City Administrator Dave Gray, Assistant City Administrator Aaron Nix, City Clerk Rachel Pitzel, Community Development Director Kevin Stender, Senior Engineer Jeremy Metzler, Police Chief Micah Lundborg, Carol Morris, City Attorney.

Additions/Deletions to the Agenda
Mayor Eidinger announced he would like to add an interim zoning ordinance relating to quasi-judicial map amendments to "New Business." He noted a copy of the ordinance had been placed before Council.

> **Motion:** Move to add Ordinance No. 17-0494 regarding Interim Zoning to the agenda under New Business, **Action:** Approve, **Moved by** Councilmember Donna O'Ravez, **Seconded by** Councilmember Rosanne Tomyn. **Motion passed unanimously (5-0).**

2. PUBLIC HEARINGS

AB17-007 – Ordinance No. 17-0490 School Impact Fees
Mayor Eidinger read the rules for the hearings.
Mayor Eidinger opened the public hearing at 7:05pm.
Community Development Director Stender gave an update.
Mayor Eidinger asked for public comments. There were no comments made. There were no additional staff comments.
Mayor Eidinger closed the public hearing at 7:06pm.

AB17-008– Ordinance No. 17-0491 Traffic Impact Fees
Mayor Eidinger opened the public hearing at 7:07pm.
Assistant City Administrator Nix gave an update.
Mayor Eidinger asked for public comments. There were no comments made. There were no additional staff comments.
Mayor Eidinger closed the public hearing at 7:12pm.

AB17-009 – Ordinance No. 17-0492 Flood Code Update
Mayor Eidinger opened the public hearing at 7:14pm.
Senior Engineer Metzler gave an update.
Mayor Eidinger asked for public comments.
Joni Lund wanted to know what the eligibility of Flood Insurance Program meant and what it can do for her.

Senior Engineer Metzler and Assistant City Administrator Nix clarified what the Flood Insurance Program is.
There were no additional staff comments.
Mayor Eidinger closed the public hearing at 7:17pm.

3. AUDIENCE COMMENT

There were no audience comments.

4. MAYOR'S REPORT

Mayor Eidinger spoke about the following:

- Thanked Staff for all their hard work on updating the code;
- Discussed Connect over Coffee and the showing, looking forward to next outreach of movie night on March 17th and next Connect Over Coffee on March 18th;
- He attended along with Chief Lundborg the following: meeting with Arbors Community to talk about safety issues, met with Milton's Chief to discuss cooperation between the two cities, and they both attended the Emergency Preparedness Fair at Hedden Elementary;
- Attended an informational meeting at the City of Fife regarding the possible extension of service from the City of Fife to residents on the lower southwest corner of Edgewood (Cherrywood);
- Thanked those members of Council who attended the PCRC General Assembly.

Assistant City Administrator Nix updated Council on upcoming updates that will be coming forward to Council, he noted he has begun work on Code Enforcement Section of code for update, Critical Areas Ordinance; Stormwater Management Comprehensive Plan.

Community Development Director Stender briefed Council on the Community Development Team and noted he has been working with Permit Coordinator on tracking YTD permits/inspections, etc., he handed Council a spreadsheet and noted his goal is to get this report to Council monthly.

Chief Lundborg briefed on the following:

- Highlighted some of the topics the Mayor covered in his report;
- Discussed crime incidents;
- "Smart Trailer" (speed trailer) data;
- RedFlex coming to look at the school area cameras;
- Discussed training that Officer Ashmore will be attending;
- CSO position one person has expressed interest and will be coming to Edgewood for a ride-along;
- March 29th Safe Streets Program;
- April 29th Annual Shredding event.

5. CONSENT AGENDA

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

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of February 14, 2017,
B. Study Session Meeting Minutes of February 21, 2017.

C. **AB 17-010,** a motion approving February 2017 Budgeted Expenditures as follows: Nationwide Retirement Solutions Check Numbers 10594-10595 in the amount of $4,735.98; IRS 941 ACHs; Deferred Compensations Program; Dept. of Retirement Systems and Payroll Direct Deposit in the amount of $48,124.23; and Vendor Check Numbers 21842-21865 with EFT Payments in the amount of $56,865.36. Voided Check Number 21830 ($1,414.52). Total distributions submitted for review & authorization in the amount of $108,311.05

D. **AB17-0357,** Resolution No. 17-0357, authorizing the Mayor to execute Addendum No. 1 to the Public Finance Inc. Professional Services Agreement

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

6. COUNCIL BUSINESS

A. **AB 17-011**, a motion confirming the Mayoral appointment of Janice Sloan, to the City of Edgewood Parks and Recreation Advisory Board.

Assistant City Administrator Nix briefed on the agenda item.

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

B. **AB17-0490**, a motion to accept second reading and adoption of Ordinance No.17-0490, relating to School Impact Fees, increasing the maximum School Impact Fee authorized by the City for per Multi-Family units up to $2,000, amending Section 4.10.110 of the Edgewood Municipal Code; providing for severability and establishing and effective date.

Community Development Director Stender briefed on this agenda item.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Donna O'Ravez, **Seconded by** Councilmember Rosanne Tomyn. **Motion passed unanimously (5-0).**

C. **AB17-0491,** a motion to accept second reading and adoption of Ordinance No.17-0491, relating to Traffic Impact Fees, establishing a newly updated, Traffic Impact Fee schedule, based on a revised Traffic Impact Fee study published in October 2016 by Transpo Engineers, Inc.; amending Sections 4.30.030, 4.30.060, 4.30.080, 4.30.090, 4.30.100, 4.30.130, 4.30.135, 4.30.150, 4.30.160 and adding a new Section 4.30.075 to the Edgewood Municipal Code, providing for severability; and establishing an effective date.

Deputy Mayor Christopherson entered meeting at 7:47pm

Assistant City Administrator Nix briefed on the agenda item.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Rosanne Tomyn, **Seconded by** Councilmember Mark Creley. **Motion passed unanimously (6-0).**

D. AB17-0492, a motion to accept second reading and adoption of Ordinance No.17-0492, relating to Critical Areas regulation, adding definitions relating to Flood Control, adding criteria for Flood Hazard Area Variances, adopting the Flood Insurance Study for Pierce County, Washington and incorporated areas, dated March 7, 2017, with accompanying Flood Insurance Rate Maps (FIRMs) as appendices; maintaining eligibility in the National Flood Insurance Program (NFIP); adding the installation of manufactured and mobile homes to the list of Regulated Uses and activities for purposes of Critical Areas Regulation, amending the provisions relating to Flood Hazard Areas, amending the procedures for Flood Hazard Area review; amending Sections 14.10.060, 14.10.085, 14.10.130, 14.10.140, 14.20.020, 14.70.020, 14.70.030 And 14.70.040, providing for severability; and establishing an effective date

Senior Engineer Metzler briefed on the agenda item.

> **Motion:** As Read, **Action:** Approve, **Moved by** Councilmember Nate Lowry, **Seconded by** Councilmember Luke Meyers. **Motion passed unanimously (6-0).**

E. AB17-0493, granting unto the City of Milton, a municipal corporation of the State of Washington, its successors and assigns, the right, privilege, authority and nonexclusive franchise, to construct, maintain, operate, replace and repair water system infrastructure, in, across, over, along, under, through and below the public rights-of-way of the City of Edgewood, Washington; providing for severability; and establishing an effective date

Assistant City Administrator Nix briefed on the agenda item.

> **Motion:** To table Ordinance No. 17-0493 to a later date to be determined, **Action: Table, Moved by** Councilmember Nate Lowry**, Seconded by** Councilmember Luke Meyers. **Motion passed unanimously (6-0).**

F. AB17-0494, a motion to adopt Ordinance No. 17-0494, relating to land use and zoning, adopting an interim zoning ordinance relating to quasi-judicial map amendments, repealing section 18.40.110 of the EMC; describing the elements of a complete application, the criteria for approval, deadline for issuance of a final decision, and expiration of the approval, said interim zoning regulations shall be in effect until the City adopts “permanent” zoning regulation on the same subject, this interim ordinance shall be effective immediately, setting six months as the effective period of the interim zoning ordinance, and establishing the date of a public hearing on the Interim Zoning Ordinance.

Mayor Eidinger noted he was told by staff the interim zoning ordinance follow a different procedure for adoption, and that is why this matter was not included on the Council agenda. He then asked City Attorney Morris to brief Council on the procedure.

City Attorney Morris stated she has given Council an outline Memo on the process and steps of the Interim Zoning and Adoption of “permanent” zoning. She highlighted the process.

City Attorney Morris noted that if Council and the Mayor would like, they could break in to Executive Session to discuss this matter further. Mayor Eidinger agreed.

City Attorney Morris stated there would be an Executive Session pursuant to RCW 42.30.110(1)(i), the City Council will now convene an executive session for the purpose of discussing potential litigation with legal counsel. The Executive Session will last approximately 10 minutes, after which the Council may take action in open session when it reconvenes.

Mayor Eidinger recessed the meeting to Executive Session at 8:27pm for 10 minutes.

Mayor Eidinger called the meeting back to order at 8:37pm.

> **Motion:** As Read, **Action:** Approve**, Moved by** Councilmember Nate Lowry, **Seconded by** Deputy Mayor Tyron Christopherson**. Motion passed unanimously (6-0).**

Mayor Eidinger noted a public hearing date would need to be scheduled on the Interim Zoning Ordinance as set forth in Section 14 on page 6. He stated the public hearing is for the purpose of determining whether the Interim Zoning Ordinance shall remain in effect for the six-month period, and must be scheduled before April 25, 2017. He then asked the City Clerk for a recommended dated that allows sufficient time for public notice.

City Clerk Pitzel noted to allow for staff preparation and sufficient time for the publication, she recommended March 28, 2017.

Mayor Eidinger announced the public hearing would be set for March 28, 2017 on the Interim Zoning Ordinance.

7. COUNCIL COMMENTS

Councilmember Lowry thanked Staff and Mayor in the efforts of getting a new City Attorney and stated how involved she has been and that it is very helpful.

8.ADJOURN

Mayor Eidinger adjourned the meeting at 8:40pm.

Rachel Pitzel, City Clerk	Daryl Eidinger, Mayor

CITY OF EDGEWOOD
COUNCIL STUDY SESSION SUMMARY
Tues., March 7, 2017 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

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

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Councilmember Donna O'Ravez, Councilmember Mark Creley, Councilmember Luke Meyers, Deputy Mayor Tyron Christopherson, Councilmember Rosanne Tomyn, Councilmember Nate Lowry**. Excused:** Councilmember Stephanie Shook.
Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Kevin Stender, Police Chief Micah Lundborg.

2. COUNCIL BUSINESS

A. ***Review / Discussion*** – Critical Areas Code Contract
Community Development Director Kevin Stender briefed Council on this agenda item.
Discussion Followed between staff and the Council.

B. ***Review / Discussion*** – Code Enforcement Code Updates
Community Development Director Kevin Stender briefed Council on this agenda item.
Discussion followed between staff and the Council.

3. OTHER COUNCIL ISSUES

Mayor Eidinger discussed the article in the magazine that Councilmember O'Ravez submitted for the spring issue and asked Council if they would like to discuss it further before it goes to print.

4. ADJOURN

Mayor Eidinger adjourned the meeting at 8:12pm.

Rachel Pitzel, City Clerk

Daryl Eidinger, Mayor

CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-012

Date Action Requested: March 14, 2017

Title: AB 17-0xx, a motion approving March 2017 Budgeted Expenditures as follows: Nationwide Retirement Solutions Check Numbers 10596-10597 in the amount of $4,709.44; IRS 941 ACHs; AWC Employee Benefit Trust; Deferred Compensations Program; Dept. of Retirement Systems and Payroll Direct Deposit in the amount of $70,197.53; and Vendor Check Numbers 21866-21883 with EFT Payments in the amount of $335,485.91. Total distributions submitted for review & authorization in the amount of $410,392.88

Attachments: Payment Distribution Review & Authorization, Voucher Directory

Submitted By: Dave Gray, Assistant City Administrator, Finance
Approved For Agenda By: Mayor Daryl Eidinger
Prepared For Agenda By: Rachel Pitzel, City Clerk

Recommendation: Move to Approve AB17-012

Discussion: Approval of Claims and Payroll Expenditures.

Alternatives: 1) Do not approve. **2)** Refer to Council Study Session for Further Review.

Fiscal Impact: An increase in the sum of $410,392.88 to authorized Budgeted Expenditures.

City of Edgewood 2017

March 14th 2017 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date		Amount
US Bank	**PAYROLL ACCOUNT DISTRIBUTION**			
10595	**Last Number Issued Previous Authorization**			
10596	Nationwide Retirement Solutions-Council	2/28/2017		$37.50
10597	Nationwide Retirement Solutions-401	2/28/2017		$4,671.94
			Total	**$4,709.44**
AWC EFT 2/28/17	AWC Employee Benefit Trust	2/28/2017		$22,960.16
DCP 2/28/17	Deferred Compensation Program	2/28/2017		$1,445.30
Direct Deposit Run -	Payroll Vendor	2/28/2017		$33,842.33
DRS 2/28/17	Dept of Retirement Systems	2/28/2017		$6,765.17
IRS 941 2/28/17	IRS 941	2/28/2017		$5,184.57
			Total	**$70,197.53**
			Grand Total	**$74,906.97**

Number	Name	Print Date	Amount
	CLAIM VOUCHER ACCOUNT DISTRIBUTION		
21865	**Last Number Issued Previous Authorization**		
21866	A & R Services dba Angela Rojo	3/14/2017	$785.00
21867	Alarmguard Security Systems	3/14/2017	$360.00
21868	Century Link	3/14/2017	$209.15
21869	Code Publishing Inc.	3/14/2017	$304.68
21870	Comcast Business	3/14/2017	$797.83
21871	Drain-Pro	3/14/2017	$290.00
21872	Foster Pepper PLLC	3/14/2017	$54.94
21873	G & K Services Co.	3/14/2017	$247.37
21874	Jet Chevrolet	3/14/2017	$1,021.03
21875	Landau Associates	3/14/2017	$671.75
21876	McCarthy & Causseaux	3/14/2017	$1,754.90
21877	Morris Law PC	3/14/2017	$7,452.00
21878	Northwest Landscape Services	3/14/2017	$822.98
21879	Petty Cash Custodian	3/14/2017	$182.36
21880	Pierce County Budget & Finance Sheriff	3/14/2017	$312,424.34
21881	Pierce County Cities & Towns	3/14/2017	$50.00
21882	Rick Pederson	3/14/2017	$199.56
21883	The News Tribune	3/14/2017	$1,722.84
EFT Payment 3/8/2017	Thyssenkrupp Elevator Corp.	3/14/2017	$963.47
EFT Payment 3/8/2017	US Bank Corporate Payment System	3/14/2017	$4,286.51
EFT Payment 3/8/2017	Verizon Wireless	3/14/2017	$885.20
		Grand Total	**$335,485.91**

Total Claims Voucher Distribution	**$335,485.91**
Total Distribution Submitted for Review & Authorization	$410,392.88
Authorization Adjustments:	$0.00
Total Distribution Net of Prior Authorized Adjustments	**$410,392.88**

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

_________________________________Mayor, Daryl Eidinger

_________________________________Council Member

Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	21866			**2017 - March - 1st Council Meeting**	
		419			
			March Services		
			001-018-000-518-30-41-01	Professional Services	$785.00
				Monthly Janitorial Svs. for March	
		Total 419			**$785.00**
	Total 21866				**$785.00**
Total A & R Services dba Angela Rojo					**$785.00**
Alarmguard Security Systems					
	21867			**2017 - March - 1st Council Meeting**	
		1058134			
			3/1/2017-2/28/2018 Services		
			001-018-000-518-30-46-01	Alarm Monitoring	$360.00
		Total 1058134			**$360.00**
	Total 21867				**$360.00**
Total Alarmguard Security Systems					**$360.00**
Century Link					
	21868			**2017 - March - 1st Council Meeting**	
		253-927-2018 680B 2/25-3/25/17			
			2/25-3/25/17 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	$101.35
				Elevator Alarm Line	
		Total 253-927-2018 680B 2/25-3/25/17			**$101.35**
		253-952-3537 889B 2/22-3/22/17			
			2/22-3/22/17 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	$107.80
				Fax and Fire Alarm Line	
		Total 253-952-3537 889B 2/22-3/22/17			**$107.80**
	Total 21868				**$209.15**
Total Century Link					**$209.15**
Code Publishing Inc.					
	21869			**2017 - March - 1st Council Meeting**	
		55657			
			February Services		
			001-014-000-514-30-41-01	Professional Services	$304.68

Vendor	Number	Reference	Account Number	Description	Amount
				EMC Updates	
		Total 55657			**$304.68**
	Total 21869				**$304.68**
Total Code Publishing Inc.					**$304.68**
Comcast Business					
	21870			**2017 - March - 1st Council Meeting**	
		50603711			
			2/15-3/14/17 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	$797.83
				City Hall Phones	
		Total 50603711			**$797.83**
	Total 21870				**$797.83**
Total Comcast Business					**$797.83**
Drain-Pro					
	21871			**2017 - March - 1st Council Meeting**	
		30276			
			March Services		
			001-076-000-576-80-45-03	Operating Rentals	$145.00
				Nelson Farm	
		Total 30276			**$145.00**
		30277			
			March Services		
			001-076-000-576-80-45-03	Operating Rentals	$145.00
				Nelson Nature Park	
		Total 30277			**$145.00**
	Total 21871				**$290.00**
Total Drain-Pro					**$290.00**
Foster Pepper PLLC					
	21872			**2017 - March - 1st Council Meeting**	
		1161047			
			Jan Svcs-Matter No. 5		
			411-000-000-535-10-41-02	Legal Services	$54.94
				2014 LID Appeal	
		Total 1161047			**$54.94**
	Total 21872				**$54.94**
Total Foster Pepper PLLC					**$54.94**

Vendor	Number	Reference	Account Number	Description	Amount
G & K Services Co.					
	21873			**2017 - March - 1st Council Meeting**	
		1068396654			
			2/6/17 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	$40.35
		Total 1068396654			**$40.35**
		1068398638			
			2/13/17 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	$101.10
		Total 1068398638			**$101.10**
		1068400635			
			2/20/17 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	$52.96
		Total 1068400635			**$52.96**
		1068402630			
			2/27/17 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	$52.96
		Total 1068402630			**$52.96**
	Total 21873				**$247.37**
Total G & K Services Co.					**$247.37**
Jet Chevrolet					
	21874			**2017 - March - 1st Council Meeting**	
		S210112			
			February Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	$1,021.03
				98 Chevy-Repair Horn, Wiper Module, 4WD	
		Total S210112			**$1,021.03**
	Total 21874				**$1,021.03**
Total Jet Chevrolet					**$1,021.03**
Landau Associates					
	21875			**2017 - March - 1st Council Meeting**	
		0038840			
			Jan Svcs-Prj 0495075.010		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	$671.75
				Westridge/Conner Homes Plat	
		Total 0038840			**$671.75**
	Total 21875				**$671.75**
Total Landau Associates					**$671.75**
McCarthy & Causseaux					
	21876			**2017 - March - 1st Council Meeting**	
		184			
			February Services		
			001-015-000-515-32-41-14	Hearing Examiner Legal Fees	$1,754.90

Vendor	Number	Reference	Account Number	Description	Amount
				Hearing Examiner Svcs	
		Total 184			**$1,754.90**
	Total 21876				**$1,754.90**
Total McCarthy & Causseaux					**$1,754.90**
Morris Law PC					
	21877			**2017 - March - 1st Council Meeting**	
		030117-MOR			
			February Services		
			001-015-000-515-32-41-01	Legal Services	$7,452.00
		Total 030117-MOR			**$7,452.00**
	Total 21877				**$7,452.00**
Total Morris Law PC					**$7,452.00**
Northwest Landscape Services					
	21878			**2017 - March - 1st Council Meeting**	
		RC000020637			
			March Services		
			101-000-000-542-70-48-04	Road Maint ROW Veg Maint Contractor	$822.98
		Total RC000020637			**$822.98**
	Total 21878				**$822.98**
Total Northwest Landscape Services					**$822.98**
Petty Cash Custodian					
	21879			**2017 - March - 1st Council Meeting**	
		030717-PettyCash			
			Replenish Petty Cash		
			001-014-000-514-20-43-03	Mileage Reimbursement	$45.36
				S.Goff	
			001-018-000-518-20-31-01	Office & Operational Supplies	$7.69
				Coffee	
			001-018-000-518-20-31-01	Office & Operational Supplies	$6.56
				Soap,Comet-Cleaning Supplies	
			001-058-000-558-50-31-05	Meeting Meals Expense	$20.00
				D.Mundy-ICC Meeting-Sept 2016	
			001-058-000-558-50-31-05	Meeting Meals Expense	$20.00
				D.Mundy-ICC Meeting-Oct 2016	
			001-058-000-558-50-31-05	Meeting Meals Expense	$20.00
				D.Mundy-ICC Meeting-Jan 2017	
			001-058-000-558-50-31-05	Meeting Meals Expense	$20.00
				B.Centen-ICC Meeting-Jan 2017	
			001-058-000-558-50-31-05	Meeting Meals Expense	$20.00
				D.Mundy-ICC Meeting-Nov2016	

Vendor	Number	Reference	Account Number	Description	Amount
			001-076-000-576-80-31-02	Operational Supplies	$22.75
			Movie Night Snacks-S.Shook		
		Total 030717-PettyCash			**$182.36**
	Total 21879				**$182.36**
Total Petty Cash Custodian					**$182.36**
Pierce County Budget & Finance Sheriff					
	21880		**2017 - March - 1st Council Meeting**		
		CI-228477			
			January Services		
			001-021-000-521-20-51-01	Police Services	$156,212.17
		Total CI-228477			**$156,212.17**
		CI-228921			
			February Services		
			001-021-000-521-20-51-01	Police Services	$156,212.17
		Total CI-228921			**$156,212.17**
	Total 21880				**$312,424.34**
Total Pierce County Budget & Finance Sheriff					**$312,424.34**
Pierce County Cities & Towns					
	21881		**2017 - March - 1st Council Meeting**		
		030117-PCCTA			
			2017 Dues		
			001-011-000-511-60-49-01	Memberships	$50.00
		Total 030117-PCCTA			**$50.00**
	Total 21881				**$50.00**
Total Pierce County Cities & Towns					**$50.00**
Rick Pederson					
	21882		**2017 - March - 1st Council Meeting**		
		022717-RP			
			Feb 2017 Mileage Reimbursement		
			101-000-000-542-90-43-03	Mileage Reimbursement	$59.87
			410-000-000-531-38-43-03	Mileage Reimbursement	$139.69
		Total 022717-RP			**$199.56**
	Total 21882				**$199.56**
Total Rick Pederson					**$199.56**
The News Tribune					
	21883		**2017 - March - 1st Council Meeting**		
		255556 1/30-2/26/17			
			1/30-2/26/17 Services		
			001-014-000-511-30-41-02	Legal Publications	$437.40
			Legal Notice		
			001-058-000-558-60-41-08	Legal Notices/Publications	$1,285.44

Vendor	Number	Reference	Account Number	Description	Amount
				Legal Notice	
		Total 255556 1/30-2/26/17			**$1,722.84**
	Total 21883				**$1,722.84**
Total The News Tribune					**$1,722.84**
Thyssenkrupp Elevator Corp.					
	EFT Payment 3/8/2017 2:59:11 PM - 1			**2017 - March - 1st Council Meeting**	
		3003084629			
			3/1/17-5/31/17 Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	$963.47
				Elevator Maint Contract	
		Total 3003084629			**$963.47**
	Total EFT Payment 3/8/2017 2:59:11 PM - 1				**$963.47**
Total Thyssenkrupp Elevator Corp.					**$963.47**
US Bank ACH/EFT					
	USBank 3/7/17 EFT			**2017 - March - Month End**	
		030717-USBank			
			February Safekeeping Fees		
			001-014-000-514-20-42-05	Bank & Bond Fees	$22.00
				Feb 2017 Safekeeping	
		Total 030717-USBank			**$22.00**
	Total USBank 3/7/17 EFT				**$22.00**
Total US Bank ACH/EFT					**$22.00**
US Bank Corporate Payment System					
	EFT Payment 3/8/2017 2:59:11 PM - 2			**2017 - March - 1st Council Meeting**	
		022717-USBank			
			February 2017 Statement		
			001-011-000-511-60-31-05	Meeting Meals Expense	$192.05
				S.Goff-Safeway-Council Retreat-Lunch	
			001-011-000-511-60-31-05	Meeting Meals Expense	$17.45
				A.Nix-Starbucks-Coffee for Council Retreat	
			001-013-000-513-10-31-05	Meeting Meals Expense	$55.41
				D.Eidinger-Ranchito-Lunch Meeting	
			001-013-000-513-10-31-05	Meeting Meals Expense	$40.00
				D.Eidinger-Fife Chamber-Lunch Mtg	
			001-013-000-513-10-31-05	Meeting Meals Expense	$10.81
				D.Eidinger-Poodle Dog-Mayors Breakfast Meeting	
			001-013-000-513-10-31-05	Meeting Meals Expense	$27.41
				D.Eidinger-Yoko Teriyaki-Lunch Meeting	
			001-013-000-513-10-31-05	Meeting Meals Expense	$66.41
				D.Eidinger-Yoko Teriyaki-Code Update Lunch Meeting	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-20-31-01	Office & Operational Supplies	$22.00
				A.Nix-Rite Aid-Flash Drive	
			001-018-000-518-20-31-01	Office & Operational Supplies	$53.27
				A.Nix-DS Services-Office Water Delivery	
			001-018-000-518-20-31-01	Office & Operational Supplies	$328.42
				S.Goff-Staples-File Folders,Packing Tape,Paper Towels	
			001-018-000-518-20-31-01	Office & Operational Supplies	$32.57
				J.Curbow-Staples-Pens,Phone Car Mount	
			001-018-000-518-20-31-01	Office & Operational Supplies	$35.90
				J.Curbow-Notary Stamp	
			001-018-000-518-20-31-01	Office & Operational Supplies	$66.70
				J.Curbow-Staples-Ink Refill,Metal Clip Boards	
			001-018-000-518-20-31-01	Office & Operational Supplies	$313.33
				J.Curbow-Staples-Copy Paper,Batteries,Pens,Label Tape	
			001-018-000-518-20-31-01	Office & Operational Supplies	$1,093.99
				A.Nix-Costco-Folding Chairs	
			001-018-000-518-20-31-01	Office & Operational Supplies	($211.69)
				D.Eidinger-Home Depot-Return Shelving Supplies	
			001-018-000-518-20-31-01	Office & Operational Supplies	$161.88
				J.Curbow-Staples/Amazon-Permit Folders	
			001-018-000-518-20-41-01	Professional Service	$12.00
				S.Goff-WSP-Background Check, T.Garvin	
			001-018-000-518-20-41-01	Professional Service	$12.00
				S.Goff-WSP-Background Check, J.Schwerzler-Herrera	
			001-018-000-518-30-35-01	Small Tools/Minor Equip.	$521.17
				D.Eidinger-WA Tractor-Chain Saw	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	$109.50
				J.Metzler-Jet Chevrolet-Chevy S10 Ebrake Repair	
			001-058-000-558-50-35-01	Small Tools/Minor Equipment	$76.58
				K.Stender-Amazon-Knee Boots	
			001-058-000-558-50-49-03	Registration	$525.00
				D.Mundy-WABO Training Courses-Bill Centen	
			001-058-000-558-50-49-03	Registration	$325.00
				D.Mundy-Int'l Code Council-Building Offical Training	
			101-000-000-542-30-32-01	Fuel	$78.33
				A.Nix-Chevron-2004 Chevy-Fuel	
			410-000-000-531-38-31-01	Operational Supplies	$98.44
				A.Nix-Cellular Connection-T.Garvin Cell Phone Case/Glass	
			410-000-000-531-38-31-01	Operational Supplies	$44.31
				A.Nix-Amazon-Cell Phone Case/Glass	
			410-000-000-531-38-31-01	Operational Supplies	$123.60
				A.Nix-Lowes-Machette,Saws,Gloves	
			410-000-000-531-38-31-10	Outdoor Gear	$92.20
				J.Metzler-Amazon-Two Safety Jackets	

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-38-35-05	Equipment - Surface Water	$79.99
				J.Metzler-Amazon-Digital Level	
			410-000-000-531-38-35-05	Equipment - Surface Water	$387.28
				J.Metzler-Kuker Rankin-Survey Supplies	
			650-000-000-586-10-00-09	Suspense	($504.80)
				R.Pitzel-Fraud Charge Reversal	
		Total 022717-USBank			**$4,286.51**
	Total EFT Payment 3/8/2017 2:59:11 PM - 2				**$4,286.51**
Total US Bank Corporate Payment System					**$4,286.51**
Verizon Wireless					
	EFT Payment 3/8/2017 2:59:11 PM - 3			**2017 - March - 1st Council Meeting**	
		9780943236			
			2/24-3/23/17 Services		
			001-018-000-518-20-42-01	Telephone Charges	$557.01
				Wireless Charges	
			001-018-000-518-20-42-01	Telephone Charges	$328.19
				Equpment-A.Nix	
		Total 9780943236			**$885.20**
	Total EFT Payment 3/8/2017 2:59:11 PM - 3				**$885.20**
Total Verizon Wireless					**$885.20**
Grand Total		**Vendor Count**	**22**		**$335,507.91**

CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-0358

Date Action Requested: March 14, 2017

Title: Critical Areas Code and BAS Update Consultant Contract

Attachments: Resolution 17-0358 and Exhibit A

Submitted By: Aaron C. Nix, Assistant City Administrator – Municipal Services

Approved For Agenda By: Daryl Eidinger, Mayor

Prepared For Agenda By: Aaron C. Nix, Assistant City Administrator – Municipal Services

Recommendation: Move to approve Resolution #17-0358, authorizing the Mayor to enter into a contract with Environmental Science Associated (ESA) to aide City Staff in updating the City's Critical Areas Code (Title 14) and Best Available Science supporting documentation in an amount not to exceed Thirty Nine Thousand, Eight Hundred Ninety Dollars ($39,890).

Discussion: An update to the City's Critical Areas Ordinance is periodically required of local jurisdictions, with the most recent update required in 2008. Local jurisdictions were asked to not only take a look at their current regulations, but also to integrate a Best Available Science element that supported and justified these updated regulations. As is often the case, each jurisdiction, each ecosystem, each development proposal bring their own amount of complexity, in which Staff is tasked in attempting to regulate development in order protect life safety, welfare, property and the environment within these defined sensitive areas, while balancing property rights and the freedoms ingrained in our culture. Often this is turbulent and the intent of spending these resources are to aide Staff in providing clearer direction for those affected by these required regulations.

This issue was discussed with the City Council at their March 7, 2017 Council Study Session.

Alternatives: **1)** Do not adopt. **2)** Forward to Study Session for further review

Fiscal Impact: Funds were identified within the City's 2017 annual budget in the amount of $40,000. The consultant has identified the total costs for the contract to not exceed $39,890, within the projected budget allocation.

RESOLUTION NO. 17-0358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES ASSOCIATED WITH CRITICAL AREAS (TITLE 14) AND BEST AVAILABLE SCIENCE UPDATES WITH ENVIRONMENTAL SCIENCES ASSOCIATES (ESA)

WHEREAS, periodically, the City is required to review and update our Critical Areas Code (Title 14) for compliance with changes in Best Available Science and local, State and Federal law; and

WHEREAS, the City advertised for qualified environmental consultants to aide City Staff in these tasks and a selection panel, including the Assistant City Administrator of Municipal Services, Community Development Director, Associate Planner and Senior Stormwater Engineer reviewed and scored the proposals; and

WHEREAS, the panel unanimously scored and recommended Environmental Science Associates (ESA) as a firm qualified and willing to provide the necessary services; and

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

Section 1. The Mayor is hereby authorized to execute an agreement for Critical Area Ordinance updates substantially in the form attached here to as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 14TH DAY OF MARCH 2017

____
Daryl Eidinger, Mayor

ATTEST:

____
Rachel Pitzel, City Clerk

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 15th day of March, 2017, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the **"CITY")**
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eidinger Phone: 253-952-3299 Fax: 253-952-3537

and Environmental Science Associates (ESA), a Corporation, organized under the laws of the State of Washington, doing business at:

Environmental Science Associates (ESA) ***(hereinafter the "CONSULTANT")***
5309 Shilshole Avenue NW, Suite 200
Seattle, WA 98107

Contact: Teresa Vanderburg Phone: 206-789-9658 Fax: 206-789-9684

for professional services in connection with the following Project:

City of Edgewood Critical Areas and Best Available Science Update

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. Terms. This Agreement shall commence on March 15, 2017, ("Commencement Date") and shall terminate on July 1, 2017 unless extended or terminated in writing as provided herein.

4. Compensation.

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

● TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed $39,890.00, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit B.

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

☐ OTHER. ____

5. Payment.

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

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

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

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

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

6. Discrimination and Compliance with Laws

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

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

C. Consultant shall obtain a City of Edgewood business license prior to receipt of written Notice to Proceed.

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

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, 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.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

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

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

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

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. City acknowledges that alteration of such material or work without the consent of Consultant, or use of such material for a purpose other than this project is at City's own risk and without liability to Consultant.

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

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

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

4. Employer's Liability insurance each accident $1,000,000; Employer's Liability Disease each employee $1,000,000; and Employer's Liability Disease – Policy Limit $1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

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

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

Environmental Science Associates
Attn: ______________
5309 Shilshole Avenue NW, Suite 200
Seattle, WA 98107

Phone: 206-789-9658
Fax: 206-789-9684

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor 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.

B. 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 or Administrator's determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

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

17. General Provisions.

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

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

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

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

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

CITY OF EDGEWOOD, WASHINGTON

By: ______________________________
Daryl Eidinger
Mayor

Date: ___________________

Attest:

By: ______________________________
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: ______________________________
Carol A. Morris
City Attorney

CONSULTANT

By: *President or Person with Contracting Authority*

Name: ______________________________

Title: ______________________________

Date: ___________________

Exhibit A

SCOPE OF WORK

City of Edgewood
Critical Areas Ordinance Update

The City of Edgewood (City) is updating its Critical Areas Ordinance (CAO) in accordance with the requirements of the Growth Management Act. ESA will review best available science regarding the City's critical areas and assist the City with revisions to Edgewood Municipal Code (EMC) Title 14. The work will be completed within three tasks as described in this scope of work.

Tasks for Critical Areas Ordinance

The scope of work to be conducted by ESA for the CAO update includes the following tasks:

Task 1 – Best Available Science Review and Gap Analysis

ESA will review existing conditions, current critical area regulations, regulatory agency requirements and guidelines, and relevant best available science. We will review applicable scientific information released since the City conducted its last CAO update. ESA will identify critical area regulations that may require revision to comply with the findings of the best available science review.

Associated Earth Science, Inc. (AESI), one of our team members, will review the current CAO regulations on Geologically Hazardous Areas. They will review the CAO in light of the current science/risk management literature and experience with other jurisdictions.

ESA and AESI will develop recommendations for revising the CAO based on our review of best available science, our experience with other critical areas ordinances, and recent agency guidelines. The options will be provided in the draft memorandum and the ESA team will discuss strengths, weaknesses, and tradeoffs of each option for revising the City's CAO regulations. We will also participate in a phone conference with City staff to discuss concerns and identify areas in the code that may need improvement based on the City's experience.

Deliverables:

- Draft Technical Memorandum that includes gap analysis matrix with code recommendations: April 14, 2017

- Final Technical Memorandum: Two weeks following receipt of comments from the City.

Task 2 – Critical Areas Inventory Data and Maps

ESA will review and update existing critical areas inventory mapping datasets where information has changed. These maps will be updated using existing publicly-available data sources from the City, Pierce

County, State of Washington (WDNR, WDFW and Ecology), and federal agencies. Critical areas inventory layers will be provided as an ESRI file geodatabase, including metadata (in FGDC format) detailing layer sources, attributes, and development methods. Critical areas inventory data will also be presented on Adobe PDF maps using a standard template approved by the City.

Deliverables:

- Draft critical areas inventory data layers and maps: April 28, 2017
- Final critical areas inventory data layers and maps: May 31, 2017

Assumptions:

- The City will provide ESA with the relevant GIS data sets in their possession and will assist ESA in acquiring other pertinent data sets as needed.
- ESA will rely on available critical areas inventory information from known, reliable sources; no fieldwork will be conducted and ESA is not responsible for independently vetting or verifying the accuracy of the information.

Task 3 – Updated Critical Areas Code

After City review and approval of the recommended code revisions developed in Task 1, ESA will propose revisions to the City's current CAO regulations. AESI will provide proposed revisions to the geologic hazard areas regulations and ESA will incorporate. We will make revisions to the existing code as redline/strike-out so that the changes are clear to reviewers.

Deliverables:

- One draft red-lined version of the CAO (EMC Title 14): June 7, 2016
- One final draft version of revised CAO: June 30, 2017.

General Assumptions

The following assumptions apply to all deliverables and interim work products listed in the tasks outlined above that require review or comment by City and/or other stakeholders;

- All deliverables will be provided in electronic format.
- A single (1) review cycle is assumed for all draft deliverables/ interim work reviewed by the City and associated parties, unless otherwise noted. We assume an internal review period of two weeks for draft documents.
- The City will be responsible for consolidating all comments into a single document for transmittal to ESA. The City will resolve discrepancies between various reviewers, prior to providing comments to ESA.

- This scope does not include public involvement or response to comments on regulations by state agencies or others.

Exhibit B

(Billing Rates and Reimbursable Expenses)

	T. Vanderburg Project Director	C. Koger Hydro-geologist	T. Peter Geologist	A. Merrill Project Manager	I. Logan Watershed Scientist	P. Lawson Stream Scientist	C. Hersum Project Biologist	J. Kemp GIS / Graphics	Project Admin-istrator	Hours	Cost
Hourly Rate:	***$180***	***$210***	***$130***	***$140***	***$145***	***$145***	***$90***	***$110***	***$95***	**Totals**	
BAS Review & Gap Analysis	2	16	16	18	12	12	60	8	2	146	$18,270
Critical Areas GIS Data Validation	2	4	4	6			8	40		64	$7,680
Revised Critical Areas Code	2	10	10	12	12	8	50	6	2	112	$13,690
Subtotal Hours	**6**	**30**	**30**	**36**	**24**	**18**	**118**	**54**	**4**	**322**	**39,640**
Reimbursable Expenses											
Mileage *($0.54 per mile)*											$200
Copy/Print Color ($0.50 per page)											$50
Subtotal Reimbursables											**$250**
										Total	$39,890