CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA
Tues., September 26, 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. **PUBLIC HEARING** *(pg. 2)*
   AB17-036, Ordinance No. 17-0509, adjusting the Surface Water Utility annual service charge for the "other" classification of service to match the "multi-family" classification, in order to address a deficit in the ongoing maintenance and operations budget for the utility, to be effective as of January 1, 2018, amending Edgewood Municipal Code Section 13.10.070, and establishing an effective date

4. **MAYOR'S REPORT**

5. **CONSENT AGENDA** *(pg. 8)***:** *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 September 12, 2017,
   B. Special Meeting Minutes of September 16, 2017,
   C. Study Session Meeting Minutes of September 19, 2017.
   D. **AB 17-037,** a motion approving September 2017 Budgeted Expenditures as follows: IRS 941 ACHs; Deferred Compensations Program; Dept. of Retirement Systems and Payroll Direct Deposit in the amount of $55,844.11; and Vendor Check Numbers 22928-22950 with EFT Payments in the amount of $275,860.02, voided Check Number 22181 in the amount of ($3,185.93). Total distributions submitted for review & authorization in the amount of $328,518.20.

6. **COUNCIL BUSINESS**
   A. **AB17-0509** *(pg. 25)*, a motion to accept first reading of Ordinance No. 17-0509, adjusting the Surface Water Utility annual service charge for the "other" classification of service to match the "multi-family" classification, in order to address a deficit in the ongoing maintenance and operations budget for the utility, to be effective as of January 1, 2018, amending Edgewood Municipal Code Section 13.10.070, and establishing an effective date

   B. **AB17-0384** *(pg. 26)***,** a motion to accept Resolution No. 17-0384, declaring an emergency relating to the replacement of the decrepit guardrail system that existed along 92nd Avenue, starting at its intersection with Yuma, headed South, approximately 500 linear feet, and waiving the public bidding requirements to perform the replacement work pursuant to RCW 39.04.280(1)(C)

   C. **AB17-0385** *(pg. 38)***,** a motion to accept Resolution No. 17-0385, authorizing the Mayor to execute a Professional Services Agreement with West coast Code Consultants, Inc. DBA- WC3

7. **COUNCIL COMMENTS**
8. **EXECUTIVE SESSION**
9. **ADJOURN**

CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-036 (PUBLIC HEARING)

Date Action Requested: September 26, 2017

Title: Public Hearing Ordinance No. 17-0509 – Amending Edgewood Municipal Code Section 13.10.070, Method of Calculating Service Charges, for the Surface Water Utility

Attachments: Ordinance No. 17-0509 (redline version)

Submitted By: Jeremy Metzler, P.E. – Surface Water Program Manager

Approved For Agenda By: Daryl Eidinger – Mayor

Prepared For Agenda By: Jeremy Metzler, P.E. – Surface Water Program Manager
Carol Morris – City Attorney

Recommendation: N/A

Discussion: The Edgewood City Council establishes the storm water rates charged for various land use classifications, which are then adopted in the Edgewood Municipal Code.

The City is required to impose uniform charges for the same class of customers or service and facilities furnished [RCW 35.67.020(2)]. In classifying customers served or service and facilities furnished by the storm water utility, the City may consider "the difference in cost of maintenance, operation, repair and replacement of various parts of the system," and "any other matters which present a reasonable difference as a ground for distinction." *Id.*

During review and update of the City's comprehensive Surface Water Management Plan (SWMP), staff has discovered the annual maintenance and operations budget currently exceeds the existing surface water fee revenue. The City's consultant identified a significant inequity in rates: the commercial and industrial (i.e., "other") rate is currently 25% of the residential rates, even though these uses typically impose higher costs on surface water utility maintenance and operations due to inspection programs mandated by the Department of Ecology's Western Washington Phase II Municipal Stormwater Permit (MSP). See Fiscal Impact for more information.

This proposal will establish uniform charges in accordance with the referenced statue, while helping to address the existing maintenance and operations budget gap. While increased revenue may allow some capital investment, please note significant capital investments cannot be considered without additional funding, either through alternative sources (i.e., grants, loans, etc.) or future revenue increases.

Fiscal Impact: Section S5.C.4.c of the MSP requires the City of Edgewood to "verify adequate long-term operation and maintenance (O&M) of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to" EMC 13.05, though annual inspections of all facilities by the City and/or facility owner, and/or City-verification of facility maintenance records. To satisfy this requirement, the Surface Water Utility's maintenance and operations budget has increased in recent years.

The result of this budget increase coupled with our current surface water fee rate results in a fee-to-expense deficit of nearly $200,000 annually. By modifying the commercial / industrial ("other") use rate to equal the residential use rates, we expect an additional $100,000 to $150,000 in annual revenues. *Please note this proposal does not completely resolve the annual maintenance and operations budget deficit.*

The following table summarizes current and proposed annual surface water fees:

	Residential				Vacant, Undeveloped, Forested Parcels	Other (Commercial, Industrial, etc.)
	Single-Family Detached	Two-Family Attached (Duplex)	Multi-Family Attached (Apartment)	Mobile Home		
Current Rate	$159 FIXED	$205.10 FIXED	**$0.06022 per square foot**	$87.45 FIXED	$40 FIXED (up to 50 acres)	$0.015055 per square foot
Impervious Area @ **$0.06022 / sf**	2,640 sf	3,405 sf	N/A	1,450 sf	N/A	N/A
Proposed Rate	**NO CHANGE**					**$0.06022 per square foot**

<u>Note:</u> State, county and federal public highways are charged 30% of the base residential rate, pursuant to RCW 90.03.525

Here are some examples of this proposal's anticipated impact on sites that contain surface water facilities requiring annual inspection under the MSP:

- A 30-lot single-family subdivision results in a total annual fee of $4,770. There will be no change to this fee under this proposal.
- A convenience store and fuel station with total impervious surface area of 18,000 square feet is currently charged an annual surface water fee of $270.99. Under this proposal, the annual fee will increase to $1,083.96.
- A religious organization owns property containing a gathering building, parking lot, and other hard-surface improvements with total impervious surface area of 36,725 square feet. The current annual surface water fee is $552.92. As proposed, this annual fee will increase to $2,211.68.
- A 2.4-acre commercial property with outdoor storage, vehicle repair, and contractor services has a total impervious surface area of 97,680 square feet (2.24 acres) and is currently charged an annual surface water fee of $1,470.57. Under this proposal, the annual fee will increase to $5,882.28.
- A 1.3-acre convalescent care facility has a total impervious surface area of 46,975 square feet (1.08 acres) and is currently charged an annual surface water fee of $707.23. Under this proposal, the annual fee will increase to $2,828.92.
- A 36-unit apartment complex has a total impervious surface area of 61,115 square feet (1.4 acres) and is currently charged an annual surface water fee of $3,680.34. There will be no change to this fee under this proposal.

ORDINANCE NO. 17-0509

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, ADJUSTING THE SURFACE WATER UTILITY ANNUAL SERVICE CHARGE FOR THE "OTHER" CLASSIFICATION OF SERVICE TO MATCH THE "MULTIFAMILY" CLASSIFICATION, IN ORDER TO ADDRESS A DEFICIT IN THE ONGOING MAINTENANCE AND OPERATIONS BUDGET FOR THE UTILITY, TO BE EFFECTIVE AS OF JANUARY 1, 2018, AMENDING EDGEWOOD MUNICIPAL CODE SECTION 13.10.070, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood has "full jurisdiction and authority to manage, regulate and control" its storm water utility (RCW 35.67.020(1)); and

WHEREAS, the City has the authority to fix, alter, regulate and control the rates and charges associated with the storm water utility, which charges must be uniform for the same class of customers of service and facilities furnished, taking into account the factors identified in state law (RCW 35.67.020(2)); and

WHEREAS, the City has established a storm drainage and surface water management utility, and has codified regulations pertaining thereto at Chapter 13.10 EMC; and

WHEREAS, Pierce County collects storm water charges for the City, as directed and authorized by the mayor through an established interlocal agreement, and designates each property by one of the eight (8) categories defined in EMC 13.10.070; and

WHEREAS, the City is updating its capital improvement and comprehensive plans for the maintenance, repair, replacement, and new construction of storm water projects which are paid for by the revenue from storm water charges; and

WHEREAS, in review of said plan updates, the City has discovered a deficit in the ongoing maintenance and operations budget for its surface water management utility; and

WHEREAS, the City recognizes that said utility cannot consider capital project spending while said budget deficit exists; and

WHEREAS, the City desires to adjust the annual service charge to immediately address said maintenance and operations budget deficit; and

WHEREAS, on September 19, 2017 and October 3, 2017, the City Council considered this ordinance during a study session; and

WHEREAS, on September 26, 2017, the City Council held a first reading of this ordinance during its regular City Council meeting; and

WHEREAS, on September 26, 2017, the City Council held a public hearing on this ordinance, after proper notice was sent out to the public; and

WHEREAS, on October 10, 2017, the City Council considered the adoption of this ordinance during a second reading, which was held during a regular City Council meeting;

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

Section 1. **Findings.** The recitals above are hereby adopted as legislative findings in support of this ordinance. The City Council further adopts by reference the staff report dated September 19, 2017, and agenda bill dated September 26, 2017 as additional findings.

Section 2. Section 13.10.070 amended. Section 13.10.070 of the Edgewood Municipal Code is hereby amended to read as follows:

13.10.070 ~~PCC 11.02.050(A) amended --~~ Method of calculating service charges. An annual service charge schedule is hereby established for all areas of the city.

A. Annual service charges for all parcels within the city are as follows:

1. Residential: $159.00.

2. Duplex: $205.10.

3. Multifamily: $0.06022 per square foot of impervious area.

4. All mobile homes other than subsection (A)(1) of this section: "$159.00 x 55 percent" ($87.45) per vacant or occupied mobile home site (mobile home equivalent).

5. Vacant/undeveloped: $0.80/acre, but in no case shall the minimum service charge be less than $40.00/parcel.

6. Forest and timber land: $40.00 per parcel~~, plus $0.008/acre~~ on lands classified as forest lands under Chapters 84.33 and 84.34 RCW.

7. State, county and federal public highways: $0.01805 per square foot of impervious area.

8. All parcels other than subsections (A)(1) through (7) of this section: ~~$0.015055~~ $0.06022 per square foot of impervious area.

B. Credit Program. Sites that utilize rainwater harvesting systems, which retain stormwater on-site for later non-potable use, are eligible for a 10 percent credit. To qualify for a service charge credit, the following must be completed before June 1 of the year preceding the year for which the owner is requesting credit:

Comment [JWM1]: Council Comment – Increase to 12%? 15?

1. Credit may be applied to all categories listed in EMC 13.10.070 A, except for items 5, 6, and 7. Newly developed properties must fully complete the development process in accordance with EMC 13.05 before applying for a credit.

2. To qualify for a credit, the Owner of Record shall provide the City the following documentation, each stamped and signed by the Owner's Engineer, that all storm drainage systems serving the entire site are fully compliant with the current requirements for storm water control, both water quantity and water quality, in EMC 13.05:
   a. Engineering calculations, demonstrating they are properly sized for their intended use and have a capacity of at least 1,500 gallons per structure; and
   b. "As Constructed Plans"; and
   c. Maintenance and Operations Manual for all drainage facilities, including applicable source control BMPs.

3. Once accepted into the credit program, a system will remain eligible for a credit for a period of five years, even if the requirements in Title 13 EMC change, assuming the system is not modified, continues to function as designed, and is adequately maintained. Credit may be re-applied for following the five year period if the system is still in proper working order.

Comment [JWM2]: Council Comment – Added language for renewal

C. The annual service charge credit will be calculated by multiplying the annual service charge by the applicable credit percentage when all of the conditions established for a service charge credit have been met.

D. The annual service charge shall be calculated and collected as described in PCC 11.02.050 (E), as adopted by Pierce County Ordinance 2016-72s.

Section 3. Rates Effective. The rates described herein shall take effect and be in full force for fees collected beginning January 1, 2018.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Code, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason or should any portion of this Code be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Code or its application to other persons or circumstances.

Section 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL ON THE 10TH DAY OF OCTOBER, 2017.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Date Published: October 12, 2017
Ordinance Effective Date: October 17, 2017

CITY OF EDGEWOOD
REGULAR COUNCIL MEETING SUMMARY
Tues., September 12, 2017 – 7:00 p.m. ¨ City Hall – 2224 104th Avenue East ¨ Edgewood, WA

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, Councilmember Stephanie Shook, Councilmember Rosanne Tomyn, Councilmember Nate Lowry.
Staff Present: Assistant City Administrator Dave Gray, Assistant City Administrator Aaron Nix, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Police Chief Micah Lundborg, Carol Morris, City Attorney.

Additions/Deletions to the Agenda
There were no additions or deletions to the agenda.

2. AUDIENCE COMMENT

There were no audience comments.

3. MAYOR'S REPORT

Mayor Eidinger spoke about the following:

- Discussed staff and how grateful he is to have such a committed group of professionals to keep the city moving in the right direction
- Edgewood Terrace Hearing was redone Monday, September 11th with the Hearing Examiner
- This week a second school zone test will be done
- Construction continues on our right of ways by PSE along 36th St., east of Meridian he noted a lane closure will occur
- Boring for a new sewer line will occur on 24th St. this week west of North wood School, expect a lane closure with traffic flaggers along that route
- Paving is complete on Freeman Rd., after paint it is expected for the road to open still staying on track for the mid-September re-opening
- Last weeks showing of the movie "Moana" was the best turn out yet- he thanked Councilmember Shook and Tomyn for all their hard work on making these movie nights happen. He noted the next indoor movie is October 27th – Hotel Transylvania
- Staff will be meeting with MTVE Water District Board on Wednesday evening.

Asst. City Administrator Nix discussed the Verizon Franchise Agreement regarding a meeting to look at their Smart Cities program; he noted meeting with a Vendor regarding their Hyper-reach "call-out" software to see if it is something the City may be interested in. He also noted he talked with Pierce County and they are interesting in keeping the sewer ownership that was previously discussed with Council, under PC ownership.

Community Development Director Groth noted Council may see in the near future information on ESRI which is a GSI outreach program with the ability to make more dynamic city maps.

Chief Lundborg updated Council on the crime incidents, and discussed the "active shooter" in Puyallup; discussed the Garden Club presentation he did on Pets and Pedestrians.

4. CONSENT AGENDA

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

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of August 22, 2017,

B. Study Session Meeting Minutes of August 29, 2017.

C. **AB 17-034,** a motion approving September 2017 Budgeted Expenditures as follows: IRS 941 ACHs; AWC Employee Benefit Trust; Deferred Compensations Program; Dept. of Retirement Systems and Payroll Direct Deposit in the amount of $85,119.95; and Vendor Check Numbers 22904-22927with EFT Payments in the amount of $223,960.78; voided Check Number 21912 in the amount of ($75.00). Total distributions submitted for review & authorization in the amount of $309,005.73

Motion: As Read, Action: Approve, Moved by Councilmember Stephanie Shook, Seconded by Deputy Mayor Tyron Christopherson. Motion passed unanimously (7-0).

5. COUNCIL BUSINESS

A. AB 17-0508, a motion to adopt Ordinance No. 17-0508, describing the procedures for the City to follow in the disclosure of Public Records, pursuant to Chapter 42.56 RCW, including charges for copying and production of electronic versions of such records, repealing EMC Chapter 2.50 and adopting a new Chapter 2.50, Public Records Inspection and Copying Procedures.

City Clerk Pitzel briefed on the agenda item.

Motion: As Read, Action: Approve, Moved by Councilmember Stephanie Shook, Seconded by Councilmember Rosanne Tomyn. Motion passed unanimously (7-0).

B. AB 17-035, a motion authorizing the posting of the 2nd Quarter Financial Position Statements and Attachments to the City website and made available as a public document

Assistant City Administrator Gray briefed on this agenda item.

Motion: As Read, Action: Approve, Moved by Deputy Mayor Tyron Christopherson, Seconded by Councilmember Mark Creley. Motion passed unanimously (7-0).

6. COUNCIL COMMENTS

Councilmember Lowry thanked Mr. Gray on the budget and being transparent.

Councilmember Creley thanked Mr. Nix and his crew on the stop bars and rumble strips.

Mayor Eidinger noted he had been receiving comments on the brush cutting – he noted there is a brush cutting ban, and as soon as it's lifted, those areas that the cutting has stopped, will get done. He also gave a reminder that the budget retreat is on Saturday, Sept 16 at 10:30am.

Councilmember Tomyn reminded folks of the new time for Connect over Coffee 8:30-10am, which will occur right before the budget retreat this month.

7. EXECUTIVE SESSION

There was no executive session.

8.ADJOURN

Mayor Eidinger adjourned the meeting at 7:21pm.

______________________________ ______________________________

Rachel Pitzel, City Clerk Daryl Eidinger, Mayor

CITY OF EDGEWOOD
SPECIAL MEETING SUMMARY- ANNUAL RETREAT
Sat., September 16, 2017 – 9:00am ¨ City Hall – 2224 104th Avenue East ¨ Edgewood, WA

1. CALL TO ORDER

Mayor Eidinger called the special meeting to order at 10:30am. Councilmember Creley 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 Christopherson **(late)**, Councilmember Stephanie Shook, Councilmember Rosanne Tomyn, Councilmember Nate Lowry. **Staff Present**: Assistant City Administrator Dave Gray, Assistant City Administrator Aaron Nix, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Senior Engineer Jeremy Metzler, Police Chief Micah Lundborg.

2. COUNCIL BUSINESS

Mayor Eidinger thanked Councilmembers for being in attendance and discussed the agenda for the Special Meeting.

A. 2018 Budget -

1. Revenue Sources
   a. High Growth vs. Low Growth
   b. Sustained vs. One Time
2. Expenditure Uses
   a. Sustained Overhead vs. One Time
   b. Capital Improvement vs. Maintenance
   c. High Fund Balance vs. Lower Fund Balance

Assistant City Administrator Gray discussed with Council:

- Property Tax
- Levy Lid Lifts
- Utility Tax

Deputy Mayor Christopherson entered the meeting at 11:25am

Mayor Eidinger recessed the meeting for lunch at: 12:30pm

LUNCH BREAK

Mayor Eidinger called the meeting back to order at: 1:10pm

COUNCIL BUSINESS (cont'd.)

2018 Budget discussion cont'd.

3. ADJOURN

Mayor Eidinger adjourned the meeting at 1:55pm

Rachel Pitzel, City Clerk	Daryl Eidinger, Mayor

1. CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and 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, Assistant City Administrator Aaron Nix, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Senior Engineer Jeremy Metzler, Police Chief Micah Lundborg.

2. COUNCIL BUSINESS

A. *Review/Discussion* - Traffic Measures - Calming

Assistant City Administrator Aaron Nix briefed Council on this agenda item. He noted staff and council both have been getting continued feedback from constituents and other in the public in regard to the volume and rate of traffic running through the City of Edgewood. Mr. Nix discussed concurrency management as it pertains to development. He noted the intent of this study session item is to begin to look into this issue further and look at physical means in which public work staff may be able to help provide cost effective infrastructure options in order to help with the volume and speed problems that are present within Edgewood.
Discussion followed between staff and the Council.

B. *Review/Discussion* - Resolution – Open Space Classification

Community Development Director Groth informed Council that the applicant withdrew his application with Pierce County; therefore, we are removing it from the agenda.

C. *Review/Discussion* - Resolution – Emergency Guardrail Installation

Assistant City Administrator Aaron Nix briefed Council on this agenda item. He noted the liability of the decrepit status, non-compliant height of the guardrail system along 92nd it was determined an emergency to get it fixed and replaced.

D. *Review/Discussion* - Decheaux Road Transportation Study

Assistant City Administrator Aaron Nix briefed Council on this agenda item. Mr. Nix noted residents have come to council meetings to express their concerns regarding several issues related to drive through traffic, vandalism, theft and other less than desirable elements utilizing the public roadway in this area. To move this item forward a study will need to be done and get data on potential fixes.
Discussion followed between staff and the Council.

E. *Review/Discussion* - SW CIP Prioritization

Senior Engineer Metzler briefed Council on this agenda item, he noted a public workshop is scheduled for Monday, September 25th at 6pm to formally gather public input and ensure a transparent process. Mr. Metzler noted staff requests the council's input and feedback on the

proposed project prioritization. The lists will be updated prior to the workshop in incorporated comments from Planning Commission and Council.
Discussion followed between staff and the Council.

F. ***Review/Discussion*** - Ordinance - Stormwater Rates
Senior Engineer Metzler briefed Council on this agenda item, he noted the draft ordinance to adjust the surface water fees for the "other" category- this will close the maintenance and operations deficit.
Discussion followed between staff and the Council.

G. ***Review/Discussion*** - Mortenson Farm Demolition
Assistant City Administrator Nix briefed Council on this agenda item; he discussed the asbestos removal, and noted the risk to the City with the building and the need to have it demolished. He noted bids were asked and the same company provided a bid to also demolish the building for the city. A budget amendment will need to be done as well as coming forward with a resolution for the work to be done.
Discussion followed between staff and the Council.

3. OTHER COUNCIL ISSUES

Mayor Eidinger noted he is looking into companies per Council's direction, to do a presentation with possibility of a utility tax.

Councilmember Meyers, when will we have a communications outline for the community on this for educating the citizens.

Councilmember Lowry wondered if in the future we can have a refresher on our Emergency Management Plan.

Deputy Mayor Christopherson noted that Hedden Elementary offers parents to buy an emergency pack that follows the kids for the years they are in school, stated perhaps this is something the city can look in to?

4. ADJOURN

Mayor Eidinger adjourned the meeting at 8:08pm.

______________________________	______________________________
Rachel Pitzel, City Clerk	Daryl Eidinger, Mayor

CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-037

Date Action Requested: September 26, 2017

Title: AB17-034, a motion approving September 2017 Budgeted Expenditures as follows: IRS 941 ACHs; Deferred Compensations Program; Dept. of Retirement Systems and Payroll Direct Deposit in the amount of $55,844.11; and Vendor Check Numbers 22928-22950 with EFT Payments in the amount of $275,860.02, voided Check Number 22181 in the amount of ($3,185.93). Total distributions submitted for review & authorization in the amount of $328,518.20

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 AB17-037

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 $328,518.20 to authorized Budgeted Expenditures.

City of Edgewood 2017

September 26th 2017 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank	**PAYROLL ACCOUNT DISTRIBUTION**		
10606	**Last Number Issued Previous Authorization**		
DCP EFT 9/15/17	Deferred Compensation Program	9/15/2017	$6,814.45
Direct Deposit Run -	Payroll Vendor	9/15/2017	$34,385.63
DRS EFT 9/15/17	Dept of Retirement Systems	9/12/2017	$8,905.72
IRS 941 EFT 9/15/17	IRS 941	9/12/2017	$5,738.31
		Total	**$55,844.11**

Number	Name	Print Date	Amount
	CLAIM VOUCHER ACCOUNT DISTRIBUTION		
22927	**Last Number Issued Previous Authorization**		
22928	3 Kings Environmental, Inc.	9/26/2017	$2,143.05
22929	Akana	9/26/2017	$10,055.81
22930	City of Sumner	9/26/2017	$2,677.13
22931	Copiers Northwest	9/26/2017	$17.69
22932	Custom Home Solutions	9/26/2017	$7,124.62
22933	Drain-Pro	9/26/2017	$290.00
22934	Ed Fietz	9/26/2017	$3,185.93
22935	General Mechanical	9/26/2017	$1,548.99
22936	Herrera Environmental Consultants, Inc.	9/26/2017	$27,338.18
22937	Kyocera Document Solutions NW	9/26/2017	$1,087.37
22938	Lakehaven Water & Sewer District	9/26/2017	$169.44
22939	Legend Data Systems, Inc., dba Legend ID	9/26/2017	$14.84
22940	National Barricade Co., LLC	9/26/2017	$4,367.87
22941	Orkin	9/26/2017	$345.57
22942	Outdoor Escapes LLC	9/26/2017	Void
22943	Pierce County Budget & Finance PW	9/26/2017	$994.92
22944	Pierce County Budget & Finance Sheriff	9/26/2017	$164,038.98
22945	Denis Rabiyevskiy	9/26/2017	$250.00
22946	Domus Homes	9/26/2017	$37,286.86
22947	Smarsh, Inc.	9/26/2017	$209.50
22948	Vision Municipal Solutions, LLC	9/26/2017	$400.00
22949	Outdoor Escapes LLC	9/26/2017	$147.40
22950	Owen Equipment Company	9/26/2017	$478.06
Direct Pay Payment	Kane Environmental Inc.	9/26/2017	$1,100.00
EFT Payment 9/19/2017	Pitney Bowes Global Financial Services	9/26/2017	$213.48
EFT Payment 9/19/2017	Puget Sound Energy	9/26/2017	$3,789.92
EFT Payment 9/19/2017	Shell	9/26/2017	$544.60
EFT Payment 9/19/2017	US Bank Corporate Payment System	9/26/2017	$5,557.71
EFT Payment 9/19/2017	Wells Fargo Financial Leasing	9/26/2017	$85.93
EFT Payment 9/19/2017	Wells Fargo Vendor Fin Serv	9/26/2017	$368.17
EFT Payment 9/19/2017	US Bank ACH/EFT	9/26/2017	$28.00
		Grand Total	**$275,860.02**

Total Claims Voucher Distribution	**$275,860.02**
Total Distribution Submitted for Review & Authorization	$331,704.13
Authorization Adjustments: Void Ck #22818; lost in mail. Reissued 9/26/17	**$ (3,185.93)**
Total Distribution Net of Prior Authorized Adjustments	**$328,518.20**

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

____________________________________Mayor, Daryl Eidinger

____________________________________Council Member

Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
3 Kings Environmental, Inc.					
	22928			**2017 - September - 2nd Council Meeting**	
		9857			
			Sep Svcs-Contract EDGE0001		
			001-076-000-576-80-41-01	Professional Services	$2,143.05
				Mortenson Farm Asbestos Abatement	
		Total 9857			**$2,143.05**
	Total 22928				**$2,143.05**
Total 3 Kings Environmental, Inc.					**$2,143.05**
Akana					
	22929			**2017 - September - 2nd Council Meeting**	
		17040-003			
			Aug Svcs-Prj 17-070		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	$4,613.32
				Edgewood Heights	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	$5,442.49
				Westridge	
		Total 17040-003			**$10,055.81**
	Total 22929				**$10,055.81**
Total Akana					**$10,055.81**
City of Sumner					
	22930			**2017 - September - 2nd Council Meeting**	
		03539			
			September Services		
			001-018-000-554-30-51-01	Animal Control Services	$2,677.13
				Animal Control Svs. for September	
		Total 03539			**$2,677.13**
	Total 22930				**$2,677.13**
Total City of Sumner					**$2,677.13**
Copiers Northwest					
	22931			**2017 - September - 2nd Council Meeting**	
		INV1630078			
			8/14-9/13/17 Overage Charges		
			001-018-000-518-30-45-06	Copier Lease	$17.69
				Lexmark Printers	
		Total INV1630078			**$17.69**
	Total 22931				**$17.69**
Total Copiers Northwest					**$17.69**

Vendor	Number	Reference	Account Number	Description	Amount
Custom Home Solutions					
	22932			**2017 - September - 2nd Council Meeting**	
		4024Caldwell			
			August Services		
			101-000-000-542-42-41-02	Road Maint Contractor	$7,124.62
				Driveway Repair-Caldwell Crest	
		Total 4024Caldwell			**$7,124.62**
	Total 22932				**$7,124.62**
Total Custom Home Solutions					**$7,124.62**
Drain-Pro					
	22933			**2017 - September - 2nd Council Meeting**	
		35777			
			9/10-10/7/17 Rental		
			001-076-000-576-80-45-03	Operating Rentals	$145.00
				Nelson Farm	
		Total 35777			**$145.00**
		35778			
			9/10-10/7/17 Rental		
			001-076-000-576-80-45-03	Operating Rentals	$145.00
				Nature Park	
		Total 35778			**$145.00**
	Total 22933				**$290.00**
Total Drain-Pro					**$290.00**
Ed Fietz					
	22934			**2017 - September - 2nd Council Meeting**	
		091517-Fietz			
			File 4378-Final Release of Funds		
			640-000-000-586-10-00-01	Assignment of Funds-Deposits in Lieu of Bond	$3,185.93
				Fietz SP-File 4378-Final Release	
		Total 091517-Fietz			**$3,185.93**
	Total 22934				**$3,185.93**
Total Ed Fietz					**$3,185.93**
General Mechanical					
	22935			**2017 - September - 2nd Council Meeting**	
		2662			
			Aug Svcs-Contract 17.0479		
			001-076-000-576-80-48-01	Equipment Repair & Maintenance	$1,548.99
				Drinking Fountain	
		Total 2662			**$1,548.99**
	Total 22935				**$1,548.99**
Total General Mechanical					**$1,548.99**

Vendor	Number	Reference	Account Number	Description	Amount
Herrera Environmental Consultants, Inc.					
	22936			**2017 - September - 2nd Council Meeting**	
		40918			
			Aug Svcs-Prj 17-06504-000		
			410-000-000-531-38-41-02	Prof. Service-Plan Update	$27,338.18
				SW Plan Update	
		Total 40918			**$27,338.18**
	Total 22936				**$27,338.18**
Total Herrera Environmental Consultants, Inc.					**$27,338.18**
Kane Environmental Inc.					
	Direct Pay Payment 9/19/2017 3:47:36 PM - 1			**2017 - September - 2nd Council Meeting**	
		1709-0125			
			Deposit-Prj 88601		
			410-000-000-594-31-61-01	Land	$1,100.00
				Parcel B-Northwood Elementary	
		Total 1709-0125			**$1,100.00**
	Total Direct Pay Payment 9/19/2017 3:47:36 PM - 1				**$1,100.00**
Total Kane Environmental Inc.					**$1,100.00**
Kyocera Document Solutions NW					
	22937			**2017 - September - 2nd Council Meeting**	
		55T1025193			
			6/19-9/18/17 Overage Charges		
			001-018-000-518-20-45-06	Copier Lease	$1,087.37
				Kyocera overage charges 6/19-9/18/17	
		Total 55T1025193			**$1,087.37**
	Total 22937				**$1,087.37**
Total Kyocera Document Solutions NW					**$1,087.37**
Lakehaven Water & Sewer District					
	22938			**2017 - September - 2nd Council Meeting**	
		3574701 6/6-8/9/17			
			6/6-8/9/17 Services		
			001-018-000-518-30-47-04	Sewer Charges	$169.44
				City Hall	
		Total 3574701 6/6-8/9/17			**$169.44**
	Total 22938				**$169.44**
Total Lakehaven Water & Sewer District					**$169.44**
Legend Data Systems, Inc., dba Legend ID					
	22939			**2017 - September - 2nd Council Meeting**	
		119092			
			September Services		
			001-018-000-518-20-31-01	Office & Operational Supplies	$14.84

Vendor	Number	Reference	Account Number	Description	Amount
				ID Card-D. Groth	
		Total 119092			**$14.84**
	Total 22939				**$14.84**
Total Legend Data Systems, Inc., dba Legend ID					**$14.84**
National Barricade Co., LLC					
	22940			**2017 - September - 2nd Council Meeting**	
		272139			
			August Purchases		
			101-000-000-542-30-31-01	Operational Supplies	$4,367.87
				Road Barriers/Barricades	
		Total 272139			**$4,367.87**
	Total 22940				**$4,367.87**
Total National Barricade Co., LLC					**$4,367.87**
Orkin					
	22941			**2017 - September - 2nd Council Meeting**	
		165126877			
			Aug Svcs-Acct 31501490		
			001-018-000-518-30-41-01	Professional Services	$345.57
				Pest Control-Initial Service	
		Total 165126877			**$345.57**
	Total 22941				**$345.57**
Total Orkin					**$345.57**
Outdoor Escapes LLC					
	22949			**2017 - September - 2nd Council Meeting**	
		11870			
			September Services		
			001-018-000-518-30-48-06	Equipment Repairs	$147.40
				Irrigation Repairs	
		Total 11870			**$147.40**
	Total 22949				**$147.40**
Total Outdoor Escapes LLC					**$147.40**
Owen Equipment Company					
	22950			**2017 - September - 2nd Council Meeting**	
		00085379			
			August Rentals		
			410-000-000-531-38-45-03	Operating Rentals	$478.06
				Floor Cleaner Nozzle	
		Total 00085379			**$478.06**
	Total 22950				**$478.06**
Total Owen Equipment Company					**$478.06**

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance PW					
	22943			**2017 - September - 2nd Council Meeting**	
		CI-237719			
			July Services		
			101-000-000-542-64-51-02	Traffic Operations (Contract)	$994.92
		Total CI-237719			**$994.92**
	Total 22943				**$994.92**
Total Pierce County Budget & Finance PW					**$994.92**
Pierce County Budget & Finance Sheriff					
	22944			**2017 - September - 2nd Council Meeting**	
		CI-237801			
			September Services		
			001-021-000-521-20-51-01	Police Services	$160,111.58
		Total CI-237801			**$160,111.58**
		CI-237915			
			August Services-Special OT		
			001-021-000-521-20-51-02	Police Overtime	$3,927.40
		Total CI-237915			**$3,927.40**
	Total 22944				**$164,038.98**
Total Pierce County Budget & Finance Sheriff					**$164,038.98**
Pitney Bowes Global Financial Services					
	EFT Payment 9/19/2017 3:47:11 PM - 1			**2017 - September - 2nd Council Meeting**	
		3304300834			
			6/30-9/29/17 Lease		
			001-018-000-518-20-45-03	Postage Meter Lease	$213.48
				Postage Meter Lease	
		Total 3304300834			**$213.48**
	Total EFT Payment 9/19/2017 3:47:11 PM - 1				**$213.48**
Total Pitney Bowes Global Financial Services					**$213.48**
Puget Sound Energy					
	EFT Payment 9/19/2017 3:47:11 PM - 2			**2017 - September - 2nd Council Meeting**	
		300000011233 Aug 2017			
			August Statement		
			001-018-000-518-20-47-01	Electricity	$3,789.92
		Total 300000011233 Aug 2017			**$3,789.92**
	Total EFT Payment 9/19/2017 3:47:11 PM - 2				**$3,789.92**
Total Puget Sound Energy					**$3,789.92**
Refunds/Reimbursements Vendor					
	22945			**2017 - September - 2nd Council Meeting**	
		082817-DR		**Denis Rabiyevskiy**	
			Permit Refund		
			001-000-000-345-89-00-17	Driveway Access Review Fee	$250.00

Vendor	Number	Reference	Account Number	Description	Amount
				Application Withdrawn	
		Total 082817-DR			**$250.00**
	Total 22945				**$250.00**
	22946			**2017 - September - 2nd Council Meeting**	
		091117-Domus		**Domus Homes**	
			Release of Funds#17-1173/17-1269		
			640-000-000-586-10-00-01	Assignment of Funds-Deposits in Lieu of Bond	$37,286.86
				Release-Replace w/Bond #382953S	
		Total 091117-Domus			**$37,286.86**
	Total 22946				**$37,286.86**
Total Refunds/Reimbursements Vendor					**$37,536.86**
Shell					
	EFT Payment 9/19/2017 3:47:11 PM - 3			**2017 - September - 2nd Council Meeting**	
		8000093974709			
			August Statement		
			001-018-000-518-30-32-01	Fuel	$544.60
		Total 8000093974709			**$544.60**
	Total EFT Payment 9/19/2017 3:47:11 PM - 3				**$544.60**
Total Shell					**$544.60**
Smarsh, Inc.					
	22947			**2017 - September - 2nd Council Meeting**	
		INV00273239			
			August Services		
			001-014-000-518-80-49-03	Computer Subscriptions	$209.50
		Total INV00273239			**$209.50**
	Total 22947				**$209.50**
Total Smarsh, Inc.					**$209.50**
US Bank ACH/EFT					
	EFT Payment 9/19/2017 3:46:37 PM - 1			**2017 - September - 2nd Council Meeting**	
		083117-USBank			
			Aug 2017 Safekeeping Fees		
			001-014-000-514-20-42-05	Bank & Bond Fees	$28.00
				Safekeeping Fees	
		Total 083117-USBank			**$28.00**
	Total EFT Payment 9/19/2017 3:46:37 PM - 1				**$28.00**
Total US Bank ACH/EFT					**$28.00**
US Bank Corporate Payment System					
	EFT Payment 9/19/2017 3:47:11 PM - 4			**2017 - September - 2nd Council Meeting**	
		082517-USBank			
			August Statement		
			001-013-000-513-10-31-05	Meeting Meals Expense	$25.00
				D.Eidinger-FME Chamber-Chamber Luncheon	

Vendor	Number	Reference	Account Number	Description	Amount
			001-014-000-514-30-49-01	Memberships	$25.00
				R.Pitzel-WAPRO-Membership	
			001-018-000-518-20-31-01	Office & Operational Supplies	$36.00
				J.Metzler-PC Auditor-Record LID Lien	
			001-018-000-518-20-31-01	Office & Operational Supplies	$4.40
				D.Eidinger-Office Depot-Sharpie Pens	
			001-018-000-518-20-31-01	Office & Operational Supplies	$103.46
				A.Nix-DS Services-City Hall Water Delivery	
			001-018-000-518-20-31-01	Office & Operational Supplies	$9.99
				J.Herrera-Amazon-Cell Phone Car Mount	
			001-018-000-518-20-31-01	Office & Operational Supplies	$54.94
				J.Herrera-Amazon-Floor Mat	
			001-018-000-518-20-35-02	Office Furniture	$637.41
				J.Herrera-Costco-Standing Desk	
			001-018-000-518-20-35-02	Office Furniture	$183.52
				A.Nix-Costco-Office Conference Table	
			001-018-000-518-20-35-02	Office Furniture	$103.32
				J.Herrera-Amazon-Office Cabinet	
			001-018-000-518-20-42-02	Postage	$6.59
				R.Pitzel-USPS-Certified Mail-PRR #17-50	
			001-021-000-521-20-31-01	Office & Operational Supplies	$44.36
				J.Herrera-Fred Meyer-Cake,Wrapping Paper	
			001-021-000-521-20-31-01	Office & Operational Supplies	$99.90
				D.Eidinger-LineX-Police Car Window Tinting	
			001-021-000-521-20-31-01	Office & Operational Supplies	$23.98
				J.Herrera-Amazon-Picture Frames	
			001-058-000-558-50-31-01	Office & Operational Supplies	$315.31
				D.Mundy-ICC-Code Books	
			001-058-000-558-50-31-01	Office & Operational Supplies	$192.90
				D.Mundy-Amazon-Bulletin Board	
			001-058-000-558-50-35-01	Small Tools/Minor Equipment	$58.20
				B.Centen-Home Depot-Framing Hammer,Level,Cats Paw	
			001-058-000-558-60-31-01	Office & Operational Supplies	$3.32
				R.Pitzel-TXDPS-TX Background Check-CD Director	
			001-058-000-558-60-31-01	Office & Operational Supplies	$12.00
				R.Pitzel-WATCH-Background Check-CD Director	
			001-058-000-558-60-43-04	Conference Meals	$59.90
				A.Nix-Five Guys-Staff Lunch	
			001-058-000-558-60-49-01	Memberships	$105.00
				J.Curbow-ICC-Membership	
			001-076-000-576-80-31-01	Operational Supplies	$64.72
				D.Eidinger-Lowes-Bleacher Supplies	
			001-076-000-576-80-31-01	Operational Supplies	$74.50
				J.Herrera-Amazon-TP	

Vendor	Number	Reference	Account Number	Description	Amount
			001-076-000-576-80-31-01	Operational Supplies	$32.43
				D.Eidinger-Lowes-Bleacher Supplies	
			001-076-000-576-80-35-05	Park Equipment	$3,270.35
				H.Bowers-Microphor-Trailhead Park Toilet	
			650-000-000-586-10-00-09	Suspense	$11.21
				J.Curbow-Fraud Charge-Will Be Reversed	
		Total 082517-USBank			**$5,557.71**
	Total EFT Payment 9/19/2017 3:47:11 PM - 4				**$5,557.71**
Total US Bank Corporate Payment System					**$5,557.71**
Vision Municipal Solutions, LLC					
	22948			**2017 - September - 2nd Council Meeting**	
		09-5656			
			2017 Conference-S.Goff		
			001-014-000-514-20-43-01	Training & Travel Costs	$400.00
				2017 Vision Conference	
		Total 09-5656			**$400.00**
	Total 22948				**$400.00**
Total Vision Municipal Solutions, LLC					**$400.00**
Wells Fargo Financial Leasing					
	EFT Payment 9/19/2017 3:47:11 PM - 5			**2017 - September - 2nd Council Meeting**	
		5004228740			
			10/4-11/3/17 Services		
			001-018-000-518-30-45-06	Copier Lease	$85.93
				Lexmark Printers	
		Total 5004228740			**$85.93**
	Total EFT Payment 9/19/2017 3:47:11 PM - 5				**$85.93**
Total Wells Fargo Financial Leasing					**$85.93**
Wells Fargo Vendor Fin Serv					
	EFT Payment 9/19/2017 3:47:11 PM - 6			**2017 - September - 2nd Council Meeting**	
		67427074			
			October Lease Payment		
			001-018-000-518-30-45-06	Copier Lease	$368.17
				Kyocera Copier	
		Total 67427074			**$368.17**
	Total EFT Payment 9/19/2017 3:47:11 PM - 6				**$368.17**
Total Wells Fargo Vendor Fin Serv					**$368.17**
Grand Total		**Vendor Count**	**29**		**$275,860.02**

CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-0509

Date: September 26, 2017

Title: Ordinance Amending Edgewood Municipal Code Section 13.10.070, Method of Calculating Service Charges, for the Surface Water Utility

Attachments: None – see Public Hearing Agenda Bill

Submitted By: Jeremy Metzler, PE – Surface Water Program Manager

Approved For Agenda By: Daryl Eidinger, Mayor

Prepared For Agenda By: Jeremy Metzler, PE – Surface Water Program Manager
Carol Morris – City Attorney

Recommendation: Accept First Reading, forward to Study Session for further review

Discussion: The Edgewood City Council establishes the storm water rates charged for various land use classifications according to the factors set forth in RCW 35.67.020(2) and (3). These rates are then adopted in the Edgewood Municipal Code.

Please see the discussion under the Public Hearing Agenda Bill, provided earlier.

Alternatives: **1)** Do not accept, forward to Study Session for further review

Fiscal Impact: The result of this budget increase coupled with our current surface water fee rate results in a fee-to-expense deficit of nearly $200,000 annually. By modifying the commercial / industrial ("other") use rate to equal the residential use rates, we expect an additional $100,000 to $150,000 in annual revenues. *Please note this proposal does not completely resolve the annual maintenance and operations budget deficit*.

Please see the Fiscal Impact under the Public Hearing Agenda Bill for more details and examples of anticipated impacts.

CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-0384

Date Action Requested: September 26, 2017

Title: 92nd Avenue Emergency Guardrail Removal and Replacement Resolution

Attachments: Resolution 17-0384, Exhibit A

Submitted By: Aaron C. Nix, ACA – Municipal Services

Approved For Agenda By: Daryl Eidinger, Mayor

Prepared by Agenda By: Aaron C. Nix, ACA – Municipal Services

Recommendation: Move to adopt Resolution 17-0384, declaring an emergency relating to the replacement of the decrepit guardrail system that existed along 92nd avenue, starting at its intersection with Yuma Street, headed South, approximately 500 linear feet, and waiving the public bidding requirements to perform the replacement work pursuant to RCW 39.04.280(1)(C).

Discussion: City Staff were made aware of the decrepit status, non-compliant height of the guardrail system along 92nd by the Public on several occasions. Staff made a site visit to the guardrail system in late July and determined that many of the guardrail structural components (wooden posts) were rotten through or missing in sections and that the steel beam was rusted along a good portion of guardrail system. With these complaints and the onsite visual inspection conducted by Staff, City Staff determined that the guardrail system was in need of immediate removal and replacement, so as not to compromise the health, safety or welfare of the public and looked to the small works roster to identify a company that could do this work immediately, bypassing the purchasing and procedural polices, including bidding requirements, as outlined within state law. In order to fulfill the requirements of taking such action, Staff is required to follow procedures, as outlined within RCW 39.04, including taking a Resolution to the City Council that includes the elements identified within the attached Resolution. In addition, Staff has provided the relevant bid/invoice information for the work and before and after documentation that demonstrates the state of the previous guardrail system and what was installed to replace the insufficient guardrail system. These materials have been brought to the Council a bit tardy based on Edgewood's adopted 1996 policy, as outlined here:

VI. EMERGENCY PURCHASES

Compliance to the provisions of these purchasing policies and procedures may be waived for certain public works projects or purchases in the event of an emergency in order to provide the ability to respond and so as not to compromise the health, safety, or welfare of the people.

Within 48 hours of the initiating of the emergency contract or purchase, and declaration of the emergency by the City Manager or budget authority, a purchase order will be prepared indicating the emergency for which issued.

Additional justification, documentation or other materials may be required by the City Manager or City Council.

Within seven days after the commencement of an emergency public works project, the city must record and publish the description and cost estimate of the project. Within two weeks of the finding that such an emergency existed, the city must adopt a resolution certifying the existence of the emergency situation.

The City's Public Works Director takes full responsibility for this oversight and assures the Mayor/Council that this will not occur again in the future.

Fiscal Impact: $29,534.65 actual. $15,000 had been budgeted within the 2017 budget as a line item within the Street Fund (BARS FUND 101)

RESOLUTION NO. 17-0384

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DECLARING AN EMERGENCY RELATING TO THE REPLACEMENT OF THE DECREPIT GUARDRAIL SYSTEM THAT EXISTED ALONG 92ND AVENUE, STARTING AT ITS INTERSECTION WITH YUMA, HEADED SOUTH, APPROXIMATELY 500 LINEAR FEET, AND WAIVING THE PUBLIC BIDDING REQUIREMENTS TO PERFORM THE REPLACEMENT WORK PURSUANT TO RCW 39.04.280(1)(C)

WHEREAS, the City of Edgewood is a Non-Charter Code City, as identified under RCW, Chapter 35A, under Washington State statute; and

WHEREAS, City Staff were advised by a member of the Public of the inadequate height and observed and verified that significant decay existed of the supporting beams were components of the beam guardrail that existed along the western edge of 92nd Avenue, starting at its intersection with Yuma Street, headed south towards 24th Street East for approximately 550 linear feet; and

WHEREAS, The City's need to remove and replace the existing guardrail system in this location constitutes an emergency beyond the City's control, which presents a real, immediate, threat to traffic safety along this stretch of roadway or will result in material loss or damage to property, bodily injury or loss of life if action is not taken immediately to remove and replace said guardrail system; and

WHEREAS, in accordance with City Policy pertaining to Emergency Purchases, City Staff utilized the City's current Small Works Roster and identified Peterson Brother's, Inc. off of that roster in order to obtain a bid in order to do this work, which was received by the Public Works Department in the amount of Twenty Nine Thousand, Five Hundred Thirty Four Dollars and Sixty Five Cents ($29.534.65); and

WHEREAS, Peterson Brothers, Inc. are the only known guardrail installers located within the Puget Sound Region capable of installing guardrail systems and able to do so quickly, the Public Works Director directed the contractor to move forward with this work immediately in order to eliminate the immediate threat identified above, bypassing the bidding requirements in accordance with RCW 39.04.280(1) (C); and

WHEREAS, in support of these actions and in compliance with City Policy, the City must adopt a Resolution certifying the existence of the emergency situation; and

WHEREAS, this issue was brought forward by Staff to the City Council and presented to them at their September 19, 2017 Study Session for review and discussion;

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

Section 1. <u>Emergency Guardrail Replacement</u>. An Emergency Resolution of the City Council of Edgewood, WA, declaring an emergency for the immediate replacement of the guardrail along the south side of 92nd Avenue, starting at its intersection with Yuma Avenue, ratifying the contract with Peterson Brothers, Inc. in the amount of $29,534.65 and directing Staff to follow the requirements of State law relating to "Emergency" Public Work, as outlined and defined within RCW 39.04.280. Exhibit A - 1. Bid/Invoice Statement for Guardrail Replacement. 2. Pictures of Existing and New Guardrail System.

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

ADOPTED THIS 26TH DAY OF SEPTEMBER, 2017

____
Daryl Eidinger, Mayor

ATTEST:

____
Rachel Pitzel, City Clerk

EXHIBIT A

Petersen Brothers, Inc.
2008 East Valley Hwy
Sumner, WA 98390
(253)863-8136

RECEIVED
AUG 11 2017
City of Edgewood

City of Edgewood
2224 104th Ave E
Edgewood, WA 98372

INVOICE ID: 1710101
DRAW ID: 1710101
DATE: August 5.2017

SALESPERSON:

CUSTOMER ID: CITYOFEDGE
PO #:

CONTRACT ID: 17-101
Edgewood Guardrail Replacement
LOCATION: 2720 Edgewood/Use Tax

Item	Description	Units Contracted	Unit of measure	Unit Price	Total Units in Place	Units in Place this Period	Current Billing
1	Remove Guardrail	550.00	LF	4.05	550.00	550.00	2,227.50
2	GR Type 31, 6' SP	500.00	LF	37.12	500.00	500.00	18,560.00
3	Type 31 NFT - MGS SKT TL2 SI	2.00	EA	2,226.96	2.00	2.00	4,453.92
4	Project Traffic Control	1.00	LS	4,293.23	1.00	1.00	4,293.23
	Total						29,534.65

Invoice Sub-total 29,534.65

Amount due this Invoice $29,534.65

Billed to date: 29,534.65
Paid to date: 0.00
Retainage
Total amount due: $29,534.65

Posted by: Date:
Reviewed by: Date: 8/16/17
contract RP

Current week quantities are estimated and subject to verification and adjustment at contract completion. For questions regarding this billing please contact Jean Denison at 253-863-8136, ext. 126.

OK to Pay
8/11/2017
101.000.000.542.64.41.19


20
MPH

CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-0385

Date Action Requested: September 26, 2017

Title: WC3 Building Plan Review Contract-Northwood Elementary

Attachments: Resolution 17-0385

Submitted By: Aaron Nix ACA – Municipal Services

Approved For Agenda By: Daryl Eidinger, Mayor

Prepared For Agenda By: Aaron Nix ACA – Municipal Services

Recommendation: Move to adopt Resolution No. 17-0385, authorizing the Mayor to enter into a Professional Services contract for services with West Coast Code Consultants, Inc., DBA WC3, for building plan review services for the Northwood Elementary School & Play Shed project.

Discussion: Due to the amount of private and public construction projects coming online within the City of Edgewood, building plan review services are needed for the Northwood Elementary School & Play Shed to ensure a timely and professional review, wherein City Staff are currently already managing a full workload.

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

Fiscal Impact: $18,189.96 as an expense against a permit fee of approximately $37,000.00.

RESOLUTION NO. 17-0385

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE CONTRACT FOR SERVICES WITH WEST COAST CODE CONSULTANTS, INC, DBA, WC3

WHEREAS, WC3 is a regional building plan review & inspection company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for building plan & inspection services has grown rapidly and while sporadic, need has outpaced the ability to stay current with our in-house work force; and

WHEREAS, the Assistant City Administrator-Municipal Services utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in building plan & inspection and project management and has selected WC3 to provide building plan review for the Northwood Elementary School & Play Shed;

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

Section 1. The Mayor is hereby authorized to execute a professional services contract for services with WC3 to provide building plan review for the Northwood Elementary School & Play Shed in an amount not to exceed $18,189.96.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 26TH DAY OF SEPTEMBER, 2017.

____
Daryl Eidinger, Mayor

ATTEST:

____
Rachel Pitzel, City Clerk

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 27th day of September, 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 West Coast Code Consultants, Inc., a corporation organized under the laws of the State of California, whose address is:

West Coast Code Consultants, Inc. (hereinafter the **"Consultant"**)
19109 36th Ave. W., Suite 207
Lynnwood, Washington 98036

Contact: Martha J. Gillis Phone: 425.582.1719 Email: martyg@wc-3.com

for professional building plan review services in connection with the following Project:

NORTHWOOD ELEMENTARY SCHOOL and play shed review(s) of building permit development application and plans.

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.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of services 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.

THE CONSULTANT ACKNOWLEDGES THAT WASHINGTON STATE LAW (RCW 36.70B.080) REQUIRES THAT THE CITY ISSUE A FINAL DECISION ON THE BUILDING PERMIT WITHIN 120 DAYS AFTER THE CITY DETERMINES THAT THE BUILDING PERMIT IS COMPLETE. THE CONSULTANT AGREES THAT IT WILL WORK IN GOOD FAITH WITH CITY STAFF TO ENSURE THAT THIS TIMELINE IS MET IN ORDER TO MEET THE REQUIREMENTS OF STATE LAW.

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

3. Terms. This Agreement shall commence on September 27 2017, ("Commencement Date") and shall terminate on February 1, 2018 unless extended or terminated in writing as provided herein.

4. Compensation.

Compensation for Plan Review services shall be Fixed Fee of $18,189.96, based on fixed fee rates attached hereto as Exhibit A based on City Plan Review Fees; including all applicable tax.

5. Payment.

A. All invoices shall be paid by the 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.

B. 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.

C. 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.

D. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The 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. Or shall furnish evidence of application and payment of a City of Edgewood Business license prior to receipt of written Notice to Proceed; allowing for the processing of the business license.

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.

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. <u>Employer's Liability</u> 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 acknowledging that the City will not waive their right to subrogation. 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

West Coast Code Consultants, Inc.
Attn: Martha J. Gillis (Marty)
19109 36th Ave W., Suite 207
Lynnwood, WA 98036

Phone: 425.582.1719

Email: mayor@cityofedgewood.org Email: martyg@wc-3.com

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: September__, 2017

Attest:

By: ________________________________
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: ________________________________
Carol A. Morris
City Attorney

CONSULTANT

By: ________________________________

Name: Martha J. Gillis

Title: Washington Regional Manager
Date: September ___, 2017

EXHIBIT A
CITY OF EDGEWOOD
PROJECT DESCRIPTION

2224 104th Ave E, Edgewood, WA 98372 ♦ (253) 952-3299

Contract No. TBD

Firm Name: West Coast Code Consultants, Inc. (WC^3)
Mailing Address: 19109 36th Avenue W, Suite 207, Lynnwood, WA 98036

Date: September, 2017	**WC^3 Project #s:** 217-EDG-001, 217-EDG-002
Total Amount of Fees: $18,189.96	

Contract Expiration Date: February 1, 2018

Description of services: 217-EDG-001: Plan review of a new school (building #1) consisting of the main school structure. 217-EDG-002: Plan review of a new building (building #2) consisting of the play shed structure. A separate project description will be provided for any additional work required by the City.

This plan review will be conducted using the 2015 codes as adopted and amended by the State of Washington together with amendments adopted by the City of Edgewood per contract requirements. The WC^3 Plan Review Fee is calculated based on 50% of the City of Edgewood Building Plan Review Fee.

BUDGET SUMMARY:

City of Edgewood Tracking #	17-1382
City Plan Review Fee	$34,554.62
WC3 Fixed Fee Amount	$17,277.31
City of Edgewood Tracking #	17-1385
City Plan Review Fee	$1,825.30
WC3 Fixed Fee Amount	$ 912.65
Total Amount of Plan Review Fees	**$18,189.96**