



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tues., August 14, 2018 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance, Roll Call, Additions/Deletions

2. PRESENTATION

Part XI – Welcome to your Pierce County Contract! Now, what do you get?

3. PUBLIC HEARING

AB18-034-proposed Ordinance No. 18-0526, relating to Wireless Communication Facilities (WCF) and the standards and procedures for permitting, approval, collocation, removal, replacement, design, and maintenance of new and existing WCFs to conform to Federal Law and applicable regulations; establishing an application submittal and approval process; providing for termination of non-conforming structures; repealing Section 18.100.110 of the Edgewood Municipal Code (EMC); and adopting a new Section 18.100.110 to the Edgewood Municipal Code

4. AUDIENCE COMMENT

5. MAYOR'S REPORT

6. 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 July 24, 2018,

B. Study Session Meeting Minutes of July 31, 2018,

C. Study Session Meeting Minutes of August 7, 2018.

D.  **AB18-035**, a motion approving August 2018 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Labor and Industry; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of \$89,832.34; and Vendor Check Numbers 233401 through 233432 with EFT Payments in the amount of \$329,383.80. Total distributions submitted for review & authorization in the amount of \$419,216.14.

E.  **AB18-036**, a motion approving the City Attorney job description

F.  **AB18-037**, a motion approving the Office Manager job description

G.  **AB18-0424**, a motion to adopt Resolution No. 18-0424, authorizing the Mayor to execute a Professional Services Agreement with Herrera Environmental Consultants (Herrera), in the amount of \$65,417.02, for the continuation of work on the 2018 Surface Water Management Plan Update

7. COUNCIL BUSINESS

A.  **AB18-0525**, a motion to adopt Ordinance No. 18-0525, relating to Streets and Transportation, adopting the 2019-2024 Six-Year Transportation Improvement Plan (TIP)

(Agenda continued on page 2)

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

- B.  **AB18-0425**, a motion to adopt Resolution No. 18-0425, establishing a procedure for payment of taxes and/or fees under protest

8. COUNCIL COMMENTS

- 9. EXECUTIVE SESSION** - RCW 42.30.110(1)(h) to evaluate the qualifications of a candidate for appointment to elective office

10. ADJOURN



City Of Edgewood
Council Agenda Summary Sheet

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SUBJECT: PUBLIC HEARING - Code amendment pertaining to the standards and procedures for permitting, approval, collocation, removal, replacement, design, and maintenance of new and existing wireless communication facilities.	Agenda Item #:	18-034
	For Agenda of:	August 14, 2018
	Prepared by:	Darren Groth
ATTACHMENTS (list): ☒ Staff Report ☒ Draft of City Ordinance with Attachments A (Title 10) and B (Title 15)		
Review of Materials:		
Mayor, Daryl Eidinger	☐	Expenditure Required: \$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted: \$0
City Attorney, Carol Morris	☐	Appropriation Required: \$0
City Clerk, Rachel Pitzel	☐	Timeline: August 7, 2018: Study Session August 14, 2018: Public Hearing August 21, 2018: Study Session August 28, 2018: Adoption
Community Development Director, Darren Groth	☒	
Public Works, Jeremy Metzler	☐	BARS:
Fiscal Note/Consideration: N/A		
SUMMARY STATEMENT: The City recognized a need to update various provisions of its Edgewood Municipal Code (EMC) pertaining to wireless communication facilities (WCF). The current EMC Section 18.100.110 is not current and does not match the needs of the various communication companies wanting to provide wireless coverage in Edgewood. As a result, the proposal will repeal and replace the current EMC code with the attached Article 10 – Use Provisions and Article 15 – WCF Definitions.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Planning Commission recommended approval of the draft ordinance, as modified below. 1. Section 10.4.J – Permit Timing language updated for clarity; 2. Tables 1 and 2 – tower height increased allowances with a CUP; and 3. Tables 1 and 2 – footnote sentence language structure.		
RECOMMENDED ACTION: Hold a public hearing to solicit input regarding the proposed code amendment.		



CITY OF EDGEWOOD STAFF REPORT

Discussion

On May 14, 2018, the Planning Commission opened a discussion item regarding cell tower siting in Edgewood. The conversation focused on the current code requirements for personal wireless service facilities (PWSFs). Section 18.100.110 of the Edgewood Municipal Code (EMC) addresses the issues of location and appearance associated with PWSFs. Currently, a PWSF may be located via a Conditional Use Permit in the following land use zones:

1. Commercial, MUR, Business Park, and Town Center; provided, that they are located within 300 feet of Meridian Avenue East.
2. Industrial, which are not required to be within 300 feet of Meridian Avenue East.
3. Public; provided, that they are located within 600 feet of Meridian Avenue East.

The limitation to within 300 or 600 feet of Meridian Avenue potentially limits the availability of tower siting that will comprehensively cover the city. As such, several representatives from various cellular companies approached the City staff to seek code modification that will be technologically sound and still meet the needs of the community. During the May 14 meeting, the Planning Commission discussed various options to move forward with possible code amendments. The Commission allowed staff to meet with stakeholders in order to draft amendments that keep up with national technology standards and address the following items of local importance:

1. Aesthetics;
2. Safety, of the facilities and emissions;
3. Accessibility;
4. Separation distance setbacks; and
5. Co-location requirements.

Staff met with representatives of multiple cellular companies and drafted a model code. The initial model code has been revised in accordance with applicable state law and EMC processing provisions. In addition, several sections of the model code were rewritten to match the specific language contained in the model ordinance presented on the National League of Cities website. The National League of Cities model code was intended to serve as the initial basis for the first model code presented to the Planning Commission during its June 11, 2018 meeting. The revised draft code was published online for the public hearing and shared with the industry representatives.

The Planning Commission held a public hearing on the draft code on July 9, 2018. Chair Lowry opened the public hearing at 6:07 p.m. Community Development Director Darren Groth briefed the Commission on the requested code amendment. Kim Allen, Wireless Policy Group, was present and voiced support for the code change request, but made two language amendment recommendations. The first recommendation was to clarify the language pertaining to permit timing in Section 10.4.J. The second recommendation was to allow increased tower heights if the applicant seeks a Conditional Use Permit. In addition to the two recommended changes from Ms. Allen, Commissioner Guillory also suggested a similar format for all table footnotes. The Planning Commission voted 4-0 to recommend approval of the draft code with all three text modifications. The draft presented to the City Council includes all of the updates approved by the Planning Commission.

On August 7, 2018, Director Groth briefed the City Council on this item and indicated that a public hearing was scheduled for the August 14 regular City Council meeting.

ORDINANCE NO. 18-0526

AN ORDINANCE OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO WIRELESS COMMUNICATION FACILITIES (WCF) AND THE STANDARDS AND PROCEDURES FOR PERMITTING, APPROVAL, COLLOCATION, REMOVAL, REPLACEMENT, DESIGN, AND MAINTENANCE OF NEW AND EXISTING WCFs TO CONFORM TO FEDERAL LAW AND APPLICABLE REGULATIONS; ESTABLISHING AN APPLICATION SUBMITTAL AND APPROVAL PROCESS; PROVIDING FOR TERMINATION OF NON-CONFORMING STRUCTURES; REPEALING SECTION 18.100.110 OF THE EDGEWOOD MUNICIPAL CODE (EMC); AND ADOPTING A NEW SECTION 18.100.110 TO THE EDGEWOOD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 1934, Congress enacted the Communications Act of 1934, creating the FCC and granting it authority over common carriers engaged in the provision of interstate or foreign communications services; and

WHEREAS, in 1996 Congress enacted Pub. L. No. 104-104, 110 Stat. 70 (the “1996 Act”), amending the Communications Act of 1934 and implementing regulations applicable to both wireless and wireline communications facilities for the purpose of removal of barriers to entry into the telecommunications market while preserving local government zoning authority except where specifically limited under the 1996 Act; and

WHEREAS, in the 1996 Act, Congress imposed substantive and procedural limitations on the traditional authority of state and local governments to regulate the location, construction, and modification of wireless facilities and incorporated those limitations into the Communications Act of 1934; and

WHEREAS, the City has adopted regulations that have been codified as part of the Municipal Code of the City establishing local requirements for the location, construction, and modification of wireless facilities; and

WHEREAS, in 2012 Congress passed the “Middle Class Tax Relief and Job Creation Act of 2012” (the “**Spectrum Act**”) (PL-112-96; codified at 47 U.S.C. § 1455(a)); and

WHEREAS, Section 6409 (hereafter “**Section 6409**”) of the Spectrum Act implements additional substantive and procedural limitations upon state and local government authority to regulate modification of existing wireless antenna support structures and base stations; and

WHEREAS, Congress through its enactment of Section 6409 of the Spectrum Act, has mandated that local governments approve, and cannot deny, an application requesting modification of an existing tower or base station if such modification does not substantially change the physical dimensions of such tower or base station; and

WHEREAS, the 1996 Act empowers the Federal Communications Commission (**the “FCC”**) to prescribe such rules and regulations as may be necessary in the public interest to carry out the provisions of the 1996 Act, and subsequently added portions of the 1996 Act such as Section 6409; and

WHEREAS, the FCC, pursuant to its rule making authority, adopted and released a Notice of Proposed Rulemaking in September of 2013 (*In re Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, WT Docket Nos. 13-238, 13-32; WC Docket No. 11-59; FCC 13-122) which focused in part upon whether or not the FCC should adopt rules regarding implementation of Section 6409; and

WHEREAS, on October 21, 2014, the FCC issued its report and order, WT Docket Nos. 13-238, 13-32; WC Docket No. 11-59; FCC 14-153, in the above described proceeding (the **“Report and Order”** or **“Order”**) clarifying and implementing statutory requirements related to state and local government review of infrastructure siting, including Section 6409, with the intent of facilitating and expediting the deployment of equipment and infrastructure to meet the demand for wireless capacity; and

WHEREAS, the rules adopted by the FCC in its Report and Order implementing Section 6409 are intended by the FCC to spur wireless broadband deployment, in part, by facilitating the sharing of infrastructure that supports wireless communications through incentives to collocate on structures that already support wireless facilities; and

WHEREAS, the Report and Order also adopts measures that update the FCC’s review processes under the National Environmental Policy Act of 1969 (**“NEPA”**) and section 106 of the National Historic Preservation Act of 1966 (**“NHPA”**), with a particular emphasis on accommodating new wireless technologies that use smaller antennas and compact radio equipment to provide mobile voice and broadband service; and

WHEREAS, on January 5, 2015, the FCC released an Erratum to the Report and Order making certain amendments to the provisions of the Report and Order related to NEPA and Section 106 of the NHPA; and

WHEREAS, that part of the Report and Order related to implementation of Section 6409, amends 47 C.F.R. Part 1 (PART 1 – PRACTICE AND PROCEDURE) by adding new Subpart CC § 1.40001 and establishing both substantive and procedural limitations upon local government application and development requirements applicable to proposals for modification to an existing antenna support structure or an existing base station (**“Eligible Facility Request Rules”**); and

WHEREAS, the Order, among other things, defines key terms utilized in Section 6409, establishes application requirements limiting the information that can be required from an applicant, implements a 60 shot clock and tolling provisions, establishes a deemed approved remedy for applications not timely responded to, requires cities to approve a project permit application requesting modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, and establishes development standards that govern such proposed modifications; and

WHEREAS, the Report and Order provides that the Eligible Facility Request Rules will be effective 90 days following publication in the Federal Register; and

WHEREAS, the Order was published in the Federal Register on Thursday, January 8, 2015, Federal Register; Vol. 80; No. 5, resulting in the Eligible Facility Request Rules becoming effective on April 8, 2015; and

WHEREAS, the Order is subject to appeal, however, even if an appeal is filed, the appeal will not automatically delay implementation of the Eligible Facility Request Rules; and

WHEREAS, the City Council finds that it is required under Section 6409 of the Spectrum Act and the Eligible Facility Request Rules established in the Order, to adopt and implement local development and zoning regulations that are consistent with Section 6409 and the Order; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (RCW Chapter 43.21.C), pursuant to Washington Administrative Code Chapter 197-11, and a determination of Non-Significance (“DNS”) was issued on the 20th day of June, 2018; and

WHEREAS, in accordance with RCW 36.70A.106 and WAC 365-196-630, a notice of intent to adopt the proposed new development regulations was sent to the State of Washington Department of Commerce and to other state agencies to allow for a 60-day review and comment period, which comment period ended prior to adoption of this ordinance; and

WHEREAS, the Planning Commission held a Public Hearing to receive public testimony regarding the proposed code amendment at their July 9, 2018 meeting; and

WHEREAS, after the public hearing, the Planning Commission recommended approval, with modifications of the draft code and forwarded their recommendation to City Council; and

WHEREAS, the City Council held a public hearing on August 14, 2018; and

WHEREAS, the City Council considered this ordinance, the Planning Commission’s recommendation, and the public’s input received during the prior public hearings at its regular City Council meeting of August 28, 2018; and

WHEREAS, the City Council finds that the proposed development and zoning regulations are reasonable and necessary in order bring the City’s development regulations into compliance with the mandate imposed upon the City by Congress pursuant to Section 6409 and the regulations imposed upon the City by the FCC pursuant to its Report and Order, and are therefore in the public interest; and

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

- Section 1.** Section 18.100.110 of the Edgewood Municipal Code is hereby repealed.
- Section 2.** A new Section 18.100.110 to the Edgewood Municipal Code is hereby adopted, all as set forth in Attachments A and B, which are attached hereto and incorporated herein by this reference.
- Section 3.** Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.
- Section 4.** Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL ON THE 28TH DAY OF AUGUST, 2018.

Daryl Eidinger, Mayor

ATTEST/AUTHENTICATED:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, CITY ATTORNEY

DATE OF PUBLICATION:
EFFECTIVE DATE:

Title 10 – Use Provisions

Chapter 10.40 -- Wireless Communications Facilities.

- A. Purpose. The purpose of this Division is:
1. To protect the community's natural beauty, visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of WCFs on the community, particularly in and near residential zones;
 2. To promote and protect the public health, safety, and welfare, preserve the aesthetic character of the Edgewood community, and to reasonably regulate the development and operation of WCFs within the City to the extent permitted under State and federal law;
 3. To minimize the impact of WCFs by establishing standards for siting design and screening;
 4. To encourage the collocation of antennas on existing structures, thereby minimizing new visual impacts and reducing the potential need for new towers that are built in or near residential zones by encouraging that WCFs first be located on buildings, existing towers or utility poles in public rights-of-way;
 5. To protect residential zones from excessive development of WCFs;
 6. To ensure that towers in or near residential zones are only sited when alternative facility locations are not feasible;
 7. To preserve the quality of living in residential areas which are in close proximity to WCFs;
 8. To preserve the opportunity for continued and growing service from the wireless industry;
 9. To preserve neighborhood harmony and scenic viewsheds and corridors;
 10. To accommodate the growing need and demand for wireless communication services;
 11. To establish clear guidelines and standards and an orderly process for expedited permit application review intended to facilitate the deployment of wireless transmission equipment, to provide advanced communication services to the City, its residents, businesses and community at large;
 12. To ensure City zoning regulations are applied consistently with federal telecommunications laws, rules, regulations and controlling court decisions;
 13. To encourage the use of Distributed Antenna Systems (DAS) and other small cell systems that use components that are a small fraction of the size of macrocell deployments, and can be installed with little or no impact on utility support structures, buildings, and other existing structures;

14. To provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (1) prohibit or effectively prohibit the provision of personal wireless services, (2) unreasonably discriminate among functionally equivalent service providers, or (3) regulate WCFs and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission; and
15. To implement Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act"), as interpreted by the Federal Communications Commission's ("FCC" or "Commission") Acceleration of Broadband Deployment Report & Order, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

B. Exemptions. The following are exempt from the provisions of this Div. 10.4 and shall be permitted in all zones:

1. Industrial processing equipment and scientific or medical equipment using frequencies regulated by the Federal Communications Commission (FCC).
2. Antennas and related equipment, no more than three feet in height, that are being stored, shipped, or displayed for sale.
3. Facilities used for purposes of public safety, such as, but not limited to, police, hospitals, and the regional 911 system.
4. Wireless radio towers, equipment, facilities, and associated appurtenances utilized for temporary emergency communications in the event of a disaster.
5. Licensed amateur (ham) radio stations.
6. Satellite dish antennas less than two meters in diameter, including direct to home satellite services, when used as a secondary use of the property.
7. Personal wireless service facilities, which existed on or prior to February 14, 1998; except that this exemption does not apply to modifications of existing facilities.
8. Routine maintenance or repair of a personal wireless service facility and related equipment (excluding structural work or changes in height or dimensions of antennas, towers, or buildings); provided, that compliance with the standards of this section are maintained.
9. Subject to compliance with all other applicable standards of this code, a building permit application need not be filed for emergency repair or maintenance of a personal wireless service facility until 30 days after the completion of such emergency activity.
10. Automated meter reading systems are permitted on utility poles provided any equipment mounted on the poles is less than 14 inches by 12 inches by 12 inches for the structure and associated antennas are less than 18

inches from the structure. This exemption shall be allowed in all zoning areas; however, structures are allowed only on power poles for the intended use of the power poles owner and may not be leased to other users.

- C. New Wireless Communication Antenna Arrays -- permitted in all zones with administrative use permit as long as they meet the following requirements:
 - 1. Concealment and design requirements (as set forth in Div. 10.4.(F)(5) and (6); and
 - 2. Attached to or inside of an existing or replacement nonresidential structure with a maximum additional height of no more than 15 feet above the existing structure, or the minimum necessary to meet the required safety clearances or pole owner's requirements.
- D. Distributed Antenna Systems and Small Cells.
 - 1. Siting.
 - a. Distributed Antenna Systems (DAS) and Small Cells are permitted in all zones as long as they meet the following requirements:
 - i. DAS and Small Cells in public right-of-way subject to the City's approval of a master use permit/franchise agreement under EMC Title 12.
 - ii. DAS and Small Cells require an administrative use permit and a building permit if their installation requires construction of a new utility support structure or building;
 - iii. DAS and Small Cells do not require an administrative use permit or building permit if the height of a replacement structure, including antennas, is no more than the greater of: (1) fifteen feet taller than the existing utility support structure; or (2) the minimum height necessary to provide the required safety clearances from transmission or distribution lines and pole owner requirements.
 - b. Multiple Site DAS and Small Cells are permitted, per the following requirements:
 - i. An administrative use permit for multiple distributed antennas that are part of a larger overall DAS network;
 - ii. An administrative use permit for multiple small cells paced to provide wireless coverage in a contiguous area;
 - iii. For locations in the public right-of-way, a single master use permit/franchise agreement (Title 12 EMC) may be used for multiple node locations in DAS and/or small cell networks throughout the City.
 - 2. Standards -- Small Cell Equipment.
 - a. All related equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit which are mounted on utility support structures shall not be mounted more than six (6) inches from the surface of the support structure, unless a

further distance is technically required, and is confirmed in writing by the support structure owner.

- b. Equipment for small cell facilities must be attached to the utility support structure, unless otherwise permitted to be ground mounted. The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure may not exceed seventeen (17) cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the support structure design and does not cumulatively exceed seventeen (17) cubic feet. The applicant shall place the equipment enclosure behind any banners or road signs that may be on the support structure, if such banners or road signs are allowed by the pole owner and provided by the City.
- c. An applicant who desires to enclose its antennas and equipment within a unified enclosure may do so, provided that such unified enclosure does not exceed four (4) cubic feet. To the extent possible the unified enclosure shall be placed so as to appear as an integrated part of the utility support structure or behind banners or signs. The unified enclosure may not be placed more than six (6) inches from the surface of the support structure, unless a further distance is technically required and confirmed in writing by the support structure owner.
- d. Small cell facilities mounted on cables strung between existing utility poles shall conform to all of the following standards:
 - i. Each strand mounted facility shall not exceed (3) cubic feet in volume;
 - ii. Only one strand mounted facility is permitted per cable between any two existing poles;
 - iii. The strand mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than six (6) feet from the pole unless a greater distance is technically necessary or required by the pole owner for safety clearance;
 - iv. No strand mounted device shall be located in or above the portion of the roadway open to vehicular traffic;
 - v. Ground mounted equipment to accommodate such strand mounted facilities is not permitted, except when placed in pre-existing equipment cabinets;
 - vi. Pole mounted equipment for strand mounted facilities shall meet the requirements of for pole mounted small cells; and
 - vii. Such strand mounted devices must be installed to cause the least visual impact and with the minimum exterior cabling or wires (other than the original strand) necessary to meet the technological needs of the facility.

E. Standards -- Towers.

1. Prohibition. Only monopole towers are permitted in the City. Lattice towers and guyed towers are prohibited.
2. Siting. An administrative use permit is required to site a new tower in accordance with the criteria contained in Table 1 and Table 2. In addition, the location shall be subject to any additional siting priorities set forth in this chapter.

Table 1 New Wireless Communication Tower Criteria				
Zoning District	Located in Public Right-of-way (ROW)	Maximum Tower Height [2]	Stealth Design	Setback from Property Lines (does not apply within ROW)
C, MUR, TC, Public [1]	Yes	60'	See Footnote 1	N/A
	No	60'	See Footnote 1	20'
BP, I [1]	(allowed in ROW only if less than or equal to 70')	100'	See Footnote 1	20'

[1] Stealth design is required if an applicant constructs a tower in or within 150 feet of a residential zone.

[2] Tower heights of up to 120 feet can be requested through a Conditional Use Permit (CUP), where compatibility can be fully addressed.

Table 2 New Wireless Communication Tower Criteria			
Zoning District	Maximum Tower Height [2]	Stealth Design	Setback from Property Lines (does not apply within ROW)
SF, MR [3]	60'	Required	20'
C, MUR, TC, Public [3]	70'[4]	Optional [3]	20'

[3] Stealth design is required if an applicant constructs a tower in or within 50 feet of a residential zone.

[4] An additional 20 feet in height in these zones is allowed if applicant uses stealth design.

3. Tower Sharing and Collocation. New WCF facilities must, to the maximum extent feasible, collocate on existing towers or other structures of a similar height to avoid construction of new towers, unless precluded by zoning constraints such as height, structural limitations, inability to obtain authorization by the owner of an alternative location, or where an alternative location will not meet the service coverage objectives of the applicant. Applications for a new tower must address all existing towers

or structures of a similar height within 1/2 mile of the proposed site as follows: (a) by providing evidence that a request was made to locate on the existing tower or other structure, with no success; or (b) by showing that locating on the existing tower or other structure is infeasible.

4. Preferred Tower Locations. In addition to the development standards in this chapter, an applicant for a tower must submit documentation to demonstrate that there is a need for a new tower if it is to be located in a residential zone or within one hundred fifty (150) feet of an existing residential lot. An evaluation of the operational needs of the wireless communications provider, alternative sites, alternative existing facilities upon which the proposed antenna array might be located, and collocation opportunities on existing support towers within one-half mile of the proposed site shall be provided. Evidence shall demonstrate that no practical alternative is reasonably available to the applicant. All new towers proposed to be located in a residential zone or within 150 feet of a residential zone are permitted only after application of the following siting priorities, ordered from most-preferred to least-preferred. In addition, the applicant for a tower located in a residential zone or within 150 feet of a residential zone shall address these preferences in an alternative sites analysis provided with the complete application.
 - a. City-owned or operated property and facilities, that are not in residential zones or located within 150 feet of residential zones;
 - b. Industrial zones and business park zones (I & BP);
 - c. Nonresidential (not SF or MR) zones;
 - d. City-owned or operated property and facilities in any zone;
 - e. Commercial, mixed use residential, town center & public zones (C, MUR, TC & Public);
 - f. Residential zones (SF, MR).
 5. Compliance with Code. The proposed tower shall satisfy all of the provisions and requirements of this Div. 10.4.
 6. Public Notice. In addition to the notice requirements of EMC Chapter 18.40 and Section 18.50.040 for a conditional use permit, tower proposals in residential zones and within 150 feet of a residential zone shall include the following public notice:
 - a. A black and white architectural elevation and color photo simulation rendering of the proposed WCF; and
 - b. The sign required by EMC 18.40.180 shall include that same architectural elevation and color photo simulation combination selected by the City that depicts the visual impact of the WCF.
- F. General Development Standards Applicable to WCF's. The following criteria shall be applied in approving, approving with conditions or denying a permit for a WCF. Unless otherwise provided in this chapter, WCF construction shall be consistent with the development standards of the zoning district in which it is located.
1. Height. Refer to Tables 1 and 2.

2. Setback Requirements.

- a. Refer to Tables 1 and 2 for towers.
- b. All equipment shelters, cabinets or other on-the-ground ancillary equipment shall be buried or meet the setback requirement of the zone in which located. Notwithstanding the setbacks provided for in Tables 1 and 2, when a residence is located on an adjacent parcel, the minimum side setback from the lot line for a new tower must be equal to the height of the proposed tower, unless:
 - i. The tower is constructed with breakpoint design technology. If the tower has been constructed using breakpoint design technology, the minimum setback distance shall be equal to 110 percent (110%) of the distance from the top of the structure to the breakpoint level of the structure, or the applicable zone's minimum side setback requirements, whichever is greater. (For example, on a 100-foot tall monopole with a breakpoint at eighty [80] feet, the minimum setback distance would be twenty-two [22] feet [110 percent of twenty (20) feet, the distance from the top of the monopole to the breakpoint] or the minimum side yard setback requirements for that zone, whichever is greater.) Provided, that if an applicant proposes to use breakpoint design technology to reduce the required setback from a residence, the issuance of building permits for the tower shall be conditioned upon approval of the tower design by a structural engineer.
 - ii. Landscaping. All landscaping shall be installed and maintained in accordance with this chapter. Existing on-site vegetation shall be preserved to the greatest extent reasonably possible and disturbance of the existing topography shall be minimized. The Director may grant a waiver from the required landscaping based on findings that a different requirement would better serve the public interest.
 - iii. Tower bases, when fenced (compounds), or large equipment shelters (greater than three feet by three feet by three feet), shall be landscaped. Tower bases shall be screened by fencing and landscaping, which will encompass a five-foot radius around the fenced area.
 - iv. If fencing is installed, it shall consist of decorative masonry or wood fencing.
 - v. Visual Impact. All WCFs in residential zones and within 150 feet of residential zones, including equipment enclosures, shall be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the WCF. Such WCFs and equipment enclosures shall be integrated through location and design to blend in with the existing characteristics of the site. Such WCFs shall also be designed to either resemble the surrounding landscape and

other natural features where located in proximity to natural surroundings, or be compatible with the urban, built environment, through matching and complimentary existing structures and specific design considerations such as architectural designs, height, scale, color and texture, and/or be consistent with other uses and improvements permitted in the relevant zone.

- vi. Use of Stealth Design/Technology. Stealth design is required in residential zones and to the extent shown in Tables 1 and -2. Stealth and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Stealth design shall be designed and constructed to substantially conform to surrounding building designs or natural settings, so as to be visually unobtrusive. Stealth design that relies on screening WCFs in order to reduce visual impact must screen all substantial portions of the facility from view. Stealth and concealment techniques do not include incorporating faux-tree designs of a kind that are not native to the Pacific Northwest.
- vii. Lighting. For new towers, only such lighting as is necessary to satisfy FAA requirements is permitted. All FAA-required lighting shall use lights that are designed to minimize downward illumination. Security lighting for the equipment shelters or cabinets and other on-the-ground ancillary equipment is also permitted as long as it is down shielded to keep light within the boundaries of the site. Motion detectors for security lighting are encouraged in residential zones or adjacent to residences.
- viii. Noise. At no time shall transmission equipment or any other associated equipment (including, but not limited to, heating and air conditioning units) at any wireless communication facility emit noise that exceeds the applicable limit(s) established in EMC 18.90.140(E).
- ix. Signage. No facilities may bear any signage or advertisement(s) other than signage required by law or expressly permitted or required by the City.
- x. Code compliance. All facilities shall at all times comply with all applicable federal, state and local building codes, electrical codes, fire codes and any other code related to public health and safety.
- xi. Building-mounted WCFs.
 - a. In residential zones, all transmission equipment shall be concealed within existing architectural features to the maximum extent feasible. Any new architectural features proposed to conceal the transmission equipment shall be designed to mimic the existing underlying structure, shall be proportional to the existing underlying structure or

- conform to the underlying use and shall use materials in similar quality, finish, color and texture as the existing underlying structure.
- b. In residential zones, all roof-mounted transmission equipment shall be set back from all roof edges to limit visibility from the right-of-way the maximum extent feasible.
 - c. In all other zones, antenna arrays and supporting transmission equipment shall be installed so as to camouflage, disguise, or conceal them to make them closely compatible with and blend into the setting or host structure.
- xii. WCFs in the public rights-of-way.
- a. *Preferred locations.* Facilities shall be located as far from residential uses as feasible, and on main corridors and arterials to the extent feasible. Facilities in the rights-of-way shall maintain at least a two hundred (200) foot separation from other wireless facilities (except with respect to DAS or Small Cells), except when collocated or on opposite sides of the same street.
 - b. *Pole-mounted or tower-mounted equipment.* All pole-mounted and tower-mounted transmission equipment shall be mounted as close as possible to the pole or tower so as to reduce the overall visual profile to the maximum extent feasible while still maintaining required safety clearances. All pole-mounted and tower-mounted transmission equipment shall be painted with flat, non-reflective colors that blend with the visual environment.
 - c. *Exception from Setback Requirements.* Setbacks do not apply to facilities in the right-of-way, as shown in Tables 1 and -2.
- xiii. Accessory Equipment. In residential zones, all equipment shall be located or placed in an existing building, underground, or in an equipment shelter or cabinet that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.
- xiv. Spacing of Towers. Towers shall maintain a minimum spacing of one-half mile, unless it can be demonstrated that physical limitations (such as topography, terrain, tree cover or location of buildings) in the immediate service area prohibit adequate service by the existing facilities or that collocation is not feasible.
- xv. Entire Lot Controls. For purposes of determining whether the installation of a WCF complies with development standards, such as, but not limited to, setback and lot coverage requirements, the dimensions of the entire lot shall control, even though a WCF is located on a leased parcel within that lot.

- xvi. Back-up Power Sources. The City encourages proposed WCFs to include back-up power sources, such as batteries or generators, to maintain wireless service in the event of an emergency, such as a natural disaster. So long as the WCF otherwise complies with this chapter, a WCF using such back-up power during an emergency will be presumed to neither be detrimental to the public health, safety, and general welfare, nor injurious to, or adversely affect, the uses, property, or improvements adjacent to and in the vicinity of the site upon which the proposed use is proposed to be located.

G. Final Inspection.

1. A Certificate of Occupancy will only be granted upon satisfactory evidence that the WCF was installed in substantial compliance with the approved plans and photo simulations.
2. Failure to Comply. If it is found that the WCF installation does not substantially comply with the approved plans and photo simulations, the applicant immediately shall make any and all such changes required to bring the WCF installation into compliance.

H. Maintenance.

1. All wireless communication facilities must comply with all standards and regulations of the FCC and any other State or federal government agency with the authority to regulate wireless communication facilities.
2. The site and the wireless communication facilities, including all landscaping, fencing and related transmission equipment must be maintained at all times in a neat and clean manner and in accordance with all approved plans.
3. All graffiti on wireless communication facilities must be removed at the sole expense of the permittee after notification by the City to the owner, operator, or both of the WCF.
4. If any FCC, state or other governmental license or any other governmental approval to provide communication services is ever revoked as to any site permitted or authorized by the City, the permittee must inform the City of the revocation within thirty (30) days of receiving notice of such revocation.

I. Discontinuation of Use.

1. Any WCF that is no longer needed and its use is discontinued shall be reported immediately by the service provider to the Community Development Director. Discontinued facilities shall be completely removed within six months and the site restored to its pre-existing condition.
2. There shall also be a rebuttable presumption that any WCF that is regulated by this chapter and that is not operated for a period of six (6) months shall be considered abandoned. This presumption may be

rebutted by a showing that such WCF is an auxiliary back-up or emergency utility or device not subject to regular use or that the WCF is otherwise not abandoned. For those WCFs deemed abandoned, all equipment, including, but not limited to, antennas, poles, towers, and equipment shelters associated with the WCF shall be removed within six (6) months of the cessation of operation. Irrespective of any agreement among them to the contrary, the owner or operator of such unused facility, or the owner of a building or land upon which the WCF is located, shall be jointly and severally responsible for the removal of abandoned WCFs. If the WCF is not thereafter removed within ninety (90) days of written notice from the City, the City may remove the WCF at the owner of the property's expense or at the owner of the WCF's expense, including all costs and attorneys' fees. If there are two or more wireless communications providers collocated on a single support structure, this provision shall not become effective until all providers cease using the WCF for a continuous period of six (6) months.

- J. Limits on Issued Permits. Approved conditional and administrative permits for PWSFs shall be restricted by the following permit limitations.
 - 1. An approved permit shall be valid for one (1) year from the date of the City's approval, with an opportunity for a six (6) month extension. If not issued within the validity timeframe, i.e., within 12 or 18 months, the permit shall become null and void.
 - 2. The terms and conditions of an issued, but unused permit, for a PWSF shall expire five (5) years after the effective date of the permit approval.

- K. Costs Associated with Review of Applications.
 - 1. In addition to the application fee, the applicant shall reimburse the city for costs of professional engineers and other consultants hired by the city to review and inspect the applicant's proposal. These professional services may include but are not limited to: engineering, technical reviews, legal, planning, hearing examiner, environmental review, critical areas review, financial, accounting, soils, mechanical and structural engineering.
 - 2. The technical expert review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed WCF complies with the applicable approval criteria set forth in this chapter. The selection of the third-party expert may be by mutual agreement between the provider and the city, or at the discretion of the city, with a provision for the provider and interested parties to comment on the proposed expert and review his or her qualifications. The applicant shall pay the cost for any independent consultant fees, along with applicable overhead recovery, through a deposit, estimated by the City, paid within ten (10) days of the City's request. When the City requests such payment, the application

shall be deemed incomplete for purposes of application processing timelines. In the event that such costs and fees do not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the City receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City before the permit is issued.

L. Eligible Facilities Requests.

1. Procedure. This Div. 10.4(L) describes the sole and exclusive procedure for review and approval of a proposed facilities modification which the applicant asserts is subject to review under Section 6409 of the Spectrum Acct. In the event that any part of an application for a project permit approval includes a proposed facilities modification, the proposed facilities modification portion of the application shall be reviewed under this Div. 10.4(L).
2. Non-conforming structures. This Div. 10.4(L) shall not apply to a proposed facility modification to an eligible support structure that is not a legally conforming, or legally nonconforming structure at the time the completed eligible facilities modification application is filed with the City.
3. Replacement. This Div. 10.4(L) shall not apply to a proposed facility modification to an eligible support structure that will involve replacement of the tower or base station.
4. SEPA Review. Unless otherwise provided by law or regulation, decisions pertaining to eligible facilities requests are exempt from the requirements of RCW 43.21C.030(2)(c).
5. Application. An application for an Eligible Facilities Modification and supplemental submittals is received by the City upon the date such application is filed with the City. In order to be complete, the application must include all of the information and materials required in Article 16 of this Code.
6. Determination of Completeness. The City shall, within 21 days after receipt of the application, review the application under the procedures set forth in Subsection F below.
7. Timeframe for Review -- Approval/Denial.
 - a. Within 60 days of the date on which an applicant submits an application seeking approval for an Eligible Facilities Request, the City shall either approve the application (unless the application is tolled as set forth in Subsection F below), or determine that the application is not covered by an Eligible Facilities Request.
 - b. An Eligible Facilities application shall be approved, and an Eligible Facilities Permit issued, upon determination by the City that the proposed facilities modification is subject to this Section and that it does not substantially change the physical dimensions of an Eligible Support Structure. An Eligible Facilities application shall be denied upon written determination by the City that the proposed facilities

modification is not subject to this Section or will substantially change the physical dimensions of an Eligible Support Structure. A proposed facilities modification will substantially change the physical dimensions of an eligible support structure if it meets any of the substantial change criteria in Article 15 (Definitions).

- c. An Eligible Facilities Modification Permit issued pursuant to this Div. 10.4.(L), and any application that has been deemed approved, shall be and is conditioned upon compliance with any generally applicable building, structural, electrical, and health/safety codes.
8. Tolling of Timeframe for Review. The application review period begins to run when the application is received, and may be tolled when the City determines that the application is incomplete and provides notice of an incomplete application; or by mutual agreement between the City and the applicant.
- a. To toll the timeframe for an incomplete application, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.
 - b. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incomplete application.
 - c. Following a supplemental submission by the applicant, the City will notify the applicant within 10 days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Subsection F. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incomplete application.
9. Failure to Act. In the event that the City fails to approve or deny an Eligible Facilities Request within the timeframe for review in Div. 10.4(L)(8) above (accounting for any tolling), the request shall be deemed approved. The deemed approval does not become effective until the applicant notifies the City in writing after the review period has expired (accounting for any tolling) that the application has been deemed approved.

Title 15 – Definitions

Chapter 15.20 – Definitions

Section 15.20.010 -- Wireless Communications Facilities

A.

1. **Abandon.** When an owner of a Support Structure intends to permanently and completely cease all business activity associated therewith.
2. **Accessory Equipment.** Any equipment serving or being used in conjunction with a Telecommunications Facility or Support Structure. This equipment includes, but is not limited to, utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or other structures.
3. **Adequate public facilities.** Facilities which have the capacity to serve development without decreasing levels of service below minimums established by the City in the Comprehensive Plan.
4. **Amateur Radio Tower.** A facility used for personal, non-commercial radio licensed by the Federal Communications Commission.
5. **Antenna.** Any system of electromagnetically tuned wires, poles, rods, reflecting discs or similar devices used to transmit or receive electromagnetic waves between terrestrial and/or orbital based points, and includes, but is not limited to:
 - a. Whip antenna(s): An omni-directional antenna which transmits and receives radio frequency signals in a 360-degree radial pattern, typically four inches or less in diameter.
 - b. Panel antenna(s): A directional antenna which transmits and receives radio frequency signals in a specific directional pattern of up to 120 degrees, typically thin and rectangular in shape.
 - c. Tubular antenna(s): A hollow tube typically twelve (12) inches in diameter containing either omni-directional or directional antennas, depending on the specific site requirement. Often used as a means to mitigate the appearance of antennas on top of light standards and power poles.
 - d. Parabolic (or dish) antenna(s): A bowl-shaped device for the reception and/or transmission of communications signals in a narrow and specific direction.
 - e. Ancillary antenna(s): An antenna that is less than twelve (12) inches in its largest dimension and that is not directly used to provide personal wireless communications services. An example would be a global positioning satellite (GPS) antenna.
6. **Antenna Array.** A single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

B.

1. **Base station.** The structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower as defined in this Code or any equipment associated with a tower.
 - a. The term Base Station includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
 - b. The term Base Station includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).
 - c. The term Base Station includes any structure other than a tower that, at the time an eligible facilities modification application is filed with the City under this Code, supports or houses equipment described in paragraphs a-b above, and that has been reviewed and approved under the applicable zoning or siting process, or under another State, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.
 - d. The term Base Station does not include any structure that, at the time a completed eligible facilities modification application is filed with the City, does not support or house equipment described in paragraphs a-c above.

C.

1. **Carrier on Wheels or Cell on Wheels (COW).** A portable self-contained Telecommunications Facility that can be moved to a location and set up to provide wireless services on a temporary or emergency basis. A COW is normally vehicle-mounted and contains a telescoping boom as the Antenna support structure.
2. **Collocation.** The mounting or installation of transmission equipment on an existing support structure for the purpose of transmitting, receiving, or both transmitting and receiving radio frequency signals for communication purposes. When applied to Eligible Facilities Requests, Collocation means the mounting or installation of transmission equipment on an eligible support structure.
3. **Concealed Telecommunications Facility.** Any Telecommunications Facility that is integrated as an architectural feature of an Existing Structure or any new Support Structure designed so that the purpose of the Facility or Support Structure for providing wireless services is not readily apparent to a casual observer. Concealment shall also refer to an eligible support structure and transmission facility designed to look like some feature other than a wireless tower or base station.

D. None

E.

1. **Electromagnetic field (EMF).** The field produced by the operation of equipment used in transmitting and receiving radio frequency signals.

2. **Eligible Facilities Request.** Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:
 - a. Collocation of new transmission equipment;
 - b. Removal of transmission equipment; or
 - c. Replacement of transmission equipment.
3. **Eligible Support Structure.** Any existing tower or base station as defined in this Section, provided that it is existing at the time the relevant application is filed with the City under this Chapter.
4. **Equipment shelter.** The structure associated with a PWSF that is used to house electronic switching equipment, cooling systems, and back-up power systems.
5. **Existing.** As applied to a tower or base station, means a constructed tower or base station that has been reviewed and approved under the applicable zoning process of the City or another agency with jurisdiction. With regard to a telecommunications facility, it is a previously erected Support Structure or other structure, e.g., buildings or water tanks, to which Telecommunications Facilities may be attached.

F.

1. **FAA.** The Federal Aviation Administration.
2. **FCC.** The Federal Communications Commission.

G.

1. **Guyed Tower.** A support structure, such as a pole or narrow metal framework, which is held erect by the use of wires, anchors, or a combination of wires and anchors. This definition is used whether the tower is partially, temporarily, or additionally guyed.

H. None

I. None

J. None

K. None

L.

1. **Lattice Tower.** A support structure that consists of a network of crossed metal braces, forming a tower which is usually triangular or square in cross-section.

M.

1. **Major Modifications.** Improvements to existing Telecommunications Facilities or Support Structures that result in a Substantial Increase to the Existing Structure. Collocation of new Telecommunications Facilities to an existing Support Structure without Replacement of the structure shall not constitute a Major Modification.
2. **Microcell.** A wireless communications facility consisting of an antenna that is either:
 - a. Four feet in height and with an area of not more than 580 square inches; or
 - b. If a tubular antenna, no more than twelve (12) inches in diameter and no more than six feet high.
3. **Minor facility.** A wireless communications facility consisting of up to three (3) antennas, each of which is either:
 - a. Four (4) feet in height and with an area of not more than 580 square inches;
 - b. If a tubular antenna, no more than twelve (12) inches in diameter and no more than six (6) feet high; and the associated equipment cabinets that are less than or equal to six (6) feet in height and no more than forty-eight (48) square feet in floor area; or
 - c. A whip antenna which is four (4) inches or less in diameter and no more than fifteen (15) feet in length.
4. **Minor Modification.** Improvements to Existing Structures that result in some material change to the Facility or Support Structure but of a level, quality or intensity that is less than a Substantial Increase. Minor Modifications include the Replacement of the Structure.
5. **Monopole.** A single tubular support structure erected as a freestanding pole supporting one or more Antenna. A Monopole is not a Tower.

N. None

O.

1. **Ordinary Maintenance.** Ensuring that Telecommunications Facilities and Support Structures are kept in good operating condition. Ordinary Maintenance includes inspections, testing and modifications that maintain functional capacity, aesthetic and structural integrity. Ordinary Maintenance includes replacing Antennas of a similar size, weight, shape and color and Accessory Equipment within an existing Telecommunications Facility and relocating the Antennas of approved Telecommunications Facilities to different height levels on an existing Monopole or tower upon which they are currently located. Ordinary Maintenance does not include Minor and Major Modifications.

P.

1. **Personal Wireless Service Facilities.** Unstaffed facilities that are used for the transmission or reception, or both, of personal wireless services, including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters and support structures.

Q. None

R.

1. **Replacement.** Constructing a new Support Structure of proportions and of equal height or such other height that would not constitute a Substantial Increase to a pre-existing Support Structure in order to support a Telecommunications Facility or to accommodate Collocation and removing the pre-existing Support Structure.

S.

1. **Site.** For towers other than towers in the public rights-of-way, shall mean and refer to the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other Eligible Support Structures, shall mean and be further restricted to, that area in proximity to the structure and to other transmission equipment already deployed on the ground.
2. **Small cells.** Compact WCFs containing their own transceiver equipment and function like cells in a mobile network but provide a smaller coverage area than traditional macrocells. Small cells must meet the parameters in Subsections a-b below. For purposes of these definitions, volume is a measure of the exterior displacement, not the interior volume of the enclosures. Antennas or equipment concealed from public view in or behind an otherwise approved structure or concealment are not included in calculating volume.
 - a. **Small Cell Antenna:** Each antenna shall be no more than three (3) cubic feet in volume.
 - b. **Small Cell Equipment.** Each equipment enclosure shall be no larger than seventeen (17) cubic feet in volume. Associated conduit, mounting bracket or extension arm, electric meter, concealment, telecommunications demarcation box, ground-based enclosures, battery back-up power systems, grounding equipment, power transfer switch, and cut-off switch may be located outside the primary equipment enclosure(s) and are not included in the calculation of equipment volume.
3. **Small cell network.** A collection of interrelated small cell facilities designed to deliver personal wireless services.
4. **Spectrum Act.** The “middle Class Tax Relief and Job Creation Act of 2012,” (Public Law 112-96; codified at 47 U.S.C. Sec. 1455(a)).
5. **Stealth design.** Technology that minimizes the visual impact of wireless communications facilities by camouflaging, disguising, screening, and/or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees, flagpoles, bell towers, utility and light poles, and architecturally screened roof-mounted antennas.
6. **Substantial Change.** A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
 - a. For towers not in a public right-of-way, it increases the height of the tower by more than ten (10) percent or by the height of one (1) additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten (10) percent, or by more than ten (10) feet, whichever distance is greater;

b. For towers not in a public right-of-way, it involves adding an appurtenance to the body of the tower what would protrude from the edge of the tower more than twenty (20) feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet;

c. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten (10) percent larger in height or overall volume than any other ground cabinets associated with the structure;

d. It entails any excavation or deployment outside the current site;

e. It would defeat the concealment elements of the eligible support structure; or

f. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in this definition of "Substantial Change," Subsections a-f.

7. **Support Structure.** Any built structure, including any guy wires and anchors, to which antennas and other necessary associated hardware is mounted. Support structures may include, but are not limited to Lattice Towers; Guyed Towers; Monopoles; or Existing nonresidential structures that are identified in this chapter to which a PWSF may be attached with certain conditions.

T.

1. **Telecommunications Facility.** Any unmanned facility established for the purpose of providing wireless transmission of voice, data, images or other information including, but not limited to, cellular telephone service, personal communications service (PSC) and paging service. A Telecommunications Facility can consist of one or more Antennas and Accessory Equipment or one base station.
2. **Tower.** Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul and the associated site. .
3. **Tower Height.** The vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten (10) feet in height, may be exempted from the tower height measurement.
4. **Transmission Equipment.** Equipment that facilitates transmission for any wireless communication service licensed or authorized by the FCC, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

U.

1. **Unified Enclosure.** A small cell facility providing concealment of antennas and equipment within a single enclosure.
2. **Utility Support Structure.** Utility poles or utility towers supporting electrical, telephone, cable, or other similar facilities; street light standards; pedestrian light standards; traffic light structures; traffic sign structures; or water towers.

V. None

W.

1. **Wireless Communications Facilities or WCF.** A staffed or unstaffed facility or location for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment and an equipment enclosure or cabinets.

X. None

Y. None

Z. None



CITY OF EDGEWOOD REGULAR COUNCIL MEETING SUMMARY

Tues., July 24, 2018 – 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 Tomin led the attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger, Councilmember John C. West, Councilmember Mark Creley, Councilmember Luke Meyers, Deputy Mayor Tyron Christopherson, Councilmember Stephanie Hunter, Councilmember Roseanne Tomin, Councilmember Nate Lowry.

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Public Works Director Jeremy Metzler, Police Chief Micah Lundborg, Carol Morris, City Attorney.

Additions/Deletions to the Agenda

There were no additions or deletions to the agenda.

2. PRESENTATION

Part IX – Welcome to your Pierce County Contract! Now, what do you get?

Chief Lundborg introduced Sgt. Frank Brown who presented Council with a PowerPoint presentation on the Traffic Unit and components:

- Reconstructionist
- Tech Investigators
- Enforcement Deputies
- Commercial Enforcement Deputies

Sgt. Brown discussed the 2018 Edgewood Stats, and discussed the Phlebotomy Program.

3. PUBLIC HEARING

AB18-031 - 2019-2024 Transportation Improvement Plan (TIP)

Mayor Eidinger read the rules for the hearing.

Mayor Eidinger opened the public hearing at 7:24pm.

Public Works Director Metzler discussed the TIP and purpose. The attached draft plan represents staffs initial recommendation as it pertains to project priorities.

Mayor Eidinger asked for public comments. No public comments were given.

Mayor Eidinger closed the public hearing at 7:26pm.

4. AUDIENCE COMMENT

Jason Ramirez- He noted that Jeremy put together the prioritizing job costs on the TIP and swapping the cost. Mr. Ramirez encouraged council to focus on those projects instead of focusing on sidewalk and sewer to the park.

5. MAYOR'S REPORT

Mayor Eidinger spoke about the following:

- He noted there has been a lot of roadwork in Edgewood over the past couple of weeks, with much more to come over the rest of the summer. Please mention to your neighbors to expect

delays especially on 24th in front of Northwood School. He stated if folks have not been by the project going on in the 9300 block of 24th, they have added a walking path to connect that development to the school. He recently talked to some neighbors who are thankful for the path so they do not have to deal with dodging cars.

- The Critical Areas Ordinance went into effect on July 17th. Thanks to the hard work of staff, the Planning Commission and our Council for all the efforts involved to make it a reality.
- The annual community picnic this year had perfect weather and a great turn out. Thanks to all who participated at the Edgewood booth, and to the Edgewood events committee for the hours of planning that go into these events. He noted he would also like to thank the staff that worked on moving the stage and who staffed the booth as well, and even brought their families to be a part.
- The city has purchased a used bucket truck to help better manage vegetation issues and possibly fix the Edgewood signs on the light poles that have been twisted for a number of years.
- He noted the weather has been unseasonably hot this past few weeks and rainfall for the past couple of months is about 1/4th of what we normally get. He reminded folks to watch their sun exposure and stay hydrated.

Community Development Director Groth briefed on the following:

- Discussed the Economic Development Advisory Board and the need to continue recruitment, as we do not have enough volunteers for a full board.

Chief Lundborg briefed on the following:

- Discussed the complaints regarding fireworks on the fourth of July; thanked volunteers on the picnic, he noted the department gave away a lot of things, and it was a great event.
- Reminded folks about National Night Out on August 7th and stated if there are folks who are having neighborhood get-togethers to let the police department know so they can make their rounds.
- Noted Deputies Wheeler and Nelson will be getting an Impact Award for a theft case they did.

6. 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. **AB18-0414**, a motion adopting Resolution No. 18-0414, authorizing the Mayor to execute a Professional Services Agreement for on-call services with AHBL
- B. **AB18-0415**, a motion adopting Resolution No. 18-0415, authorizing the Mayor to execute a Professional Services Agreement for Transportation Planning and Engineering on-call services with DKS Associates
- C. **AB18-0416**, a motion adopting Resolution No. 18-0416, authorizing the Mayor to execute a Professional Services Agreement for Transportation Planning and Engineering on-call services with DN Traffic Consultants, Inc.
- D. **AB18-0417**, a motion adopting Resolution No. 18-0417, authorizing the Mayor to execute a Professional Services Agreement for Engineering on-call services with Gray & Osborne, Inc.
- E. **AB18-0418**, a motion adopting Resolution No. 18-0418, authorizing the Mayor to execute a Professional Services Agreement for Engineering on-call services with Kleinfelder, Inc.

- F. **AB18-0419**, a motion adopting Resolution No. 18-0419, authorizing the Mayor to execute a Professional Services Agreement for Engineering on-call services with Landau Associates
- G. **AB18-0420**, a motion adopting Resolution No. 18-0420, authorizing the Mayor to execute a Professional Services Agreement for on-call services with Raedeke Associates, Inc.
- H. **AB18-0421**, a motion adopting Resolution No. 18-0421, authorizing the Mayor to execute a Professional Services Agreement for on-call services with SAFEBuilt, Washington, LLC
- I. **AB18-0422**, a motion adopting Resolution No. 18-0422, authorizing the Mayor to execute a Professional Services Agreement for on-call services with SCJ Alliance
- J. **AB18-0423**, a motion adopting Resolution No. 18-0423, authorizing the Mayor to execute a Professional Services Agreement for Transportation Planning and Engineering on-call services with Transpo Group

Mayor Eidinger noted in the checks that will be sent out, Council will see one written to Lennar, who has withdrew their applications for segregations

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Stephanie Hunter, **Seconded by** Councilmember Mark Creley. **Motion passed unanimously (7-0).**

7. COUNCIL BUSINESS

- A. **AB18-033**, a motion to approve the Mayor to cause 2nd Quarter Financial Statements to be posted to the City website and made available to the public.

Asst. City Administrator Gray briefed on the agenda item.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember John C. West, **Seconded by** Councilmember Nate Lowry. **Motion passed unanimously (7-0).**

8. COUNCIL COMMENTS

Deputy Mayor Christopherson noted on 114th between 8th and Jovita he noticed the builder did some patchwork on the road, he asked if there would be any improvement to that work. He also asked about the addressing, and if it would be off of Meridian or Jovita.

Councilmember West discussed the same issue and asked what needs to be done to get the ball rolling on possibly restricting a left hand turn.

Councilmember Creley discussed Roberts Rules of Order and noted MRSC is a great tool to utilize and gain information, he also noted the consent agenda and not requiring a vote to move things down to council business.

Councilmember Tomin discussed the outdoor movie this Friday, The Last Jedi, she also noted at the Community Picnic, the parks booth acquired many kids' drawings, illustrating what they would like to see at the new park. Councilmember Tomin asked if those could be displayed somewhere.

Mayor Eidinger noted the movie Friday night- The Last Jedi at dusk.

9. EXECUTIVE SESSION

Mayor Eidinger asked City Attorney Carol Morris if there was an executive session.

City Attorney Morris stated there would be an Executive Session pursuant to RCW 42.30.110(1)(i) pending litigation. The Executive Session will last approximately 10 minutes.

Mayor Eidinger recessed the meeting to Executive Session at 7:45 for 10 minutes.

Mayor Eidinger called the meeting back to order at 7:55pm.

Councilmember Hunter made a motion to bring to the next regular council meeting a resolution establishing a procedure for payment of taxes and/or fees under protest.

Motion: bring forward a resolution establishing a procedure for payment of taxes and/or fees under protest, **Action:** Approve, **Moved by** Councilmember Stephanie Hunter, **Seconded by** Deputy Mayor Tyron Christopherson. **Motion passed unanimously (7-0).**

10. ADJOURN

Mayor Eidinger adjourned the meeting at 7:56 pm.

Rachel Pitzel, City Clerk

Daryl Eidinger, Mayor



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION SUMMARY**

Tues., July 31, 2018 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

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

ROLL CALL

Present: Mayor Daryl Eidinger, Councilmember John C. West, Councilmember Mark Creley, Councilmember Luke Meyers (**late**), Deputy Mayor Tyron Christopherson, Councilmember Stephanie Hunter, Councilmember Nate Lowry. **Excused:** Councilmember Roseanne Tomy.

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Jeremy Metzler Public Works Director, Police Chief Micah Lundborg.

Councilmember Meyers entered the meeting at 7:02pm

2. COUNCIL BUSINESS

A. Discussion – Council Highlight Article / Connect Over Coffee

City Clerk Pitzel discussed the Edgewood fall edition of the magazine and the deadline for the Council article, it was determined that Councilmember Hunter would write the fall article for the magazine. Mrs. Pitzel also noted that she is looking for two more volunteers for the August and September Connect over Coffee dates.

Discussion Followed between staff and the Council.

B. Review / Discussion – Stormwater Management Plan (SWMP) Update

Public Works Director Metzler briefed Council on this agenda item.

Discussion followed between staff and the Council.

Councilmember Creley discussed the priority level on some of the projects. Discussion took place on moving some of the projects to a higher priority and if that was possible. Mr. Metzler also gave council a GIS map regarding Lake Chalet and discussed the opportunity to purchase or acquire land in order to place a pump station there to help with the flooding, which is located on the Stormwater Management Plan document under project no. 4/priority no. 4.

C. Review / Discussion – Transportation Improvement Plan (TIP) Update

Public Works Director Metzler briefed Council on this agenda item and noted that there were no comments provided from the public. He noted he would like to bring this forward to the next regular council meeting on the 14th for action. Discussion took place on the utility tax revenue and if it was a driver to some of the numbers on the projects.

D. Review / Discussion – City Attorney Job Description

Asst. City Administrator Gray briefed Council on this agenda item.

Discussion followed between staff and the Council regarding cost, time, additional code focus, and why Edgewood.

E. Review / Discussion – Resolution – Payment for taxes and/or fees under protest

Assistant City Administrator Dave Gray briefed Council on this agenda item, he noted this has come up a couple of times in the past, he noted this resolution establishes the procedure for a tax or fee payer to follow when paying the fee or tax under protest.

Discussion followed between staff and the Council.

3. OTHER COUNCIL ISSUES

Mayor Eidinger noted he has reached out to a local water/sewer provider if they would be interested in taking over the water and sewer, dependent on the outcome of the litigation.

Mayor Eidinger asked council if they preferred sitting at the dais instead of the tables at a study session, consensus was they preferred the dais.

Deputy Mayor Christopherson discussed the liability and what the means for the city in regards to the discussion earlier on Lake Chalet; he also wanted to thank the Mayor for all his hard work setting up/taking down the equipment for the movie night, and said it was a fun night.

4. ADJOURN

Mayor Eidinger adjourned the meeting at 7:57pm.

Rachel Pitzel, City Clerk

Daryl Eidinger, Mayor



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION SUMMARY**

Tues., August 7, 2018 – 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 Councilmember Meyers children, Scarlett and Storm Meyers led attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger, Councilmember John C. West, Councilmember Luke Meyers, Deputy Mayor Tyron Christopherson, Councilmember Stephanie Hunter, Councilmember Roseanne Tomin, Councilmember Nate Lowry. **Excused:** Councilmember Mark Creley.

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Jeremy Metzler Public Works Director, Police Chief Micah Lundborg.

2. COUNCIL BUSINESS

A. Presentation – Appreciation and Farewell to Councilmember Meyers

Mayor Eidinger thanked Councilmember Meyers for his years of dedicated service to the City of Edgewood and presented Councilmember Meyers with a plaque.

Mayor Eidinger recessed the meeting at 7:06pm for 5 minutes for dessert and pictures.

Mayor Eidinger called the meeting back to order at 7:12pm.

B. Discussion – Development Review Updates

Community Development Director Darren Groth noted that this item is a standing update that will occur on the first study session meeting of each month to provide regular updates on land development actions occurring in Edgewood. He went over the permit and project activity map, and gave a status report that provides information of the ongoing land disturbing projects and details regarding the various land construction sites, and lastly he included a permit report that updates the city council on the permitting activity for the previous month.

C. Discussion / Review – Job Description – Office Manager

Community Development Director Darren Groth briefed Council on this agenda item. He noted this was a position that the city had in the past and was re-written as Office Manager instead of what was once known as HR/Office Manager. He also noted, during a review of the current workload, and the interviewing process to fill the current Plans Examiner/Building Inspector position, staff identified a number of support functions that were not being addressed.

Council action: Council recommended staff to go ahead and bring forward to the next regular council meeting under the consent agenda.

D. Discussion / Review – Council Highlight Review

Council reviewed Councilmember Hunter's submission for the fall magazine.

E. Discussion / Review – Stormwater Management Plan (SWMP) Update

Public Works Director Jeremy Metzler briefed Council on this agenda item. He handed out an email from the water company which reiterated one of their main concerns to any disturbance or bypassing of

the natural filtration system currently existing. Mr. Metzler discussed the Surface Water Utility and the Utility Rate Study provided by FCS Group. Discussion took place regarding the critical projects, and the infiltration pilot.

Discussion followed between staff and the Council, it was discussed that to get answers, the city will need to do a feasibility assessment to move forward, and that Scenario A was the lowest rate, and does not include the infiltration.

F. Discussion / Review – Ordinance – Cell Tower Siting, Updating EMC 18.100.110

Community Development Director Darren Groth briefed Council on this agenda item and noted presented to council a few month prior, at that time, discussion on how the city can fix wireless coverage within the city, and was referred to the Planning Commission for review. The Planning Commission expressed concerns with local importance, such as: aesthetics; safety, of the facilities and emissions; accessibility; separation distance setbacks; and co-location requirements. Planning Commission had a public hearing and Mr. Groth noted the recommendations in the staff report in front of council that evening. He noted there is a scheduled public hearing at the next regular council meeting for citizen input.

Discussion followed between staff and the Council.

G. Discussion / Review – Resolution – Herrera Contract

Asst. City Administrator Dave Gray briefed Council on this agenda item, and noted changes were made to the scope of work for the 2018 Surface Water Management Plan update (which is described in Exhibit A to the contract). He also noted a portion of the update also includes tasks that were not included in the original project scope (Systems Development Charge Analysis).

Discussion followed between staff and the Council.

Council action: Council recommended staff to bring forward under the consent agenda at the next regular council meeting.

H. Discussion – Parks

Mayor Eidinger briefed Council on this agenda item, and noted he made a call to RCO and was notified that the city had not received the second part of the grant yet. It also was discussed that the city will have three years from the time the grant is received- he stated there is no rush in this process, and council has time to look at options and come up with a timeframe and scope.

Discussion followed between staff and the Council.

3. OTHER COUNCIL ISSUES

Mayor Eidinger noted he would like to discuss what logo council would like to use the old blue/black or the green logo. Council consensus was to stick with the original logo.

4. ADJOURN

Mayor Eidinger adjourned the meeting at 8:30pm.

Rachel Pitzel, City Clerk

Daryl Eidinger, Mayor



City Of Edgewood
Council Agenda Summary Sheet

[Back to Agenda](#)

SUBJECT: Claims and Payroll for August 2018		Agenda Item #:	AB18-035
		For Agenda of:	August 14, 2018
		Prepared by:	Stephanie Goff
ATTACHMENTS (list): ☒ Claims Register ☒ Voucher Directory			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$0
City Attorney, Carol Morris	☐	Appropriation Required:	\$0
City Clerk, Rachel Pitzel	☒	Timeline:	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration: N/A			
SUMMARY STATEMENT: Approving August 2018 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Labor and Industry; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of \$89,832.34; and Vendor Check Numbers 233401 through 233432 with EFT Payments in the amount of \$329,383.80. Total distributions submitted for review & authorization in the amount of \$419,216.14.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Staff recommends that the City Council adopt the Claims and Payroll Expenditures as presented under the Consent Agenda.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review			

August 14th 2018 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10607 Last Number Issued Previous Authorization			
<u>AWC EFT 7/31/18</u>	AWC Employee Benefit Trust	7/31/2018	\$29,239.19
<u>DCP EFT 7/31/18</u>	Deferred Compensation Program	7/31/2018	\$6,817.20
<u>Direct Deposit Run -</u>	Payroll Vendor	7/31/2018	\$39,224.25
<u>DRS EFT 7/31/18</u>	Dept of Retirement Systems	7/31/2018	\$9,100.94
<u>IRS 941 EFT 7/31/18</u>	IRS 941	7/31/2018	\$5,450.76
Total			\$89,832.34

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
23400 Last Number Issued Previous Authorization			
<u>23401</u>	Puget Sound Title Company	7/31/2018	\$10,000.00
<u>23402</u>	A & R Services dba Angela Rojo	8/14/2018	\$835.00
<u>23403</u>	Bob's Property Solutions, Inc.	8/14/2018	\$10,351.21
<u>23404</u>	Century Link	8/14/2018	\$245.74
<u>23405</u>	Cintas Corporation	8/14/2018	\$553.19
<u>23406</u>	City of Edgewood	8/14/2018	\$72,292.18
<u>23407</u>	City of Sumner	8/14/2018	\$2,908.92
<u>23408</u>	DeAngelo Brothers, LLC	8/14/2018	\$5,671.82
<u>23409</u>	ESI Security	8/14/2018	\$242.88
<u>23410</u>	Foster Pepper PLLC	8/14/2018	\$1,987.95
<u>23411</u>	Gray & Osborne, Inc	8/14/2018	\$14,929.68
<u>23412</u>	Jennings Equipment, Inc.	8/14/2018	\$603.75
<u>23413</u>	Lakehaven Water & Sewer District	8/14/2018	\$25.58
<u>23414</u>	Landau Associates	8/14/2018	\$3,362.71
<u>23415</u>	Les Schwab Tire Center	8/14/2018	\$57.96
<u>23416</u>	Lindsey Electric LLC	8/14/2018	\$274.75
<u>23417</u>	Lloyd Enterprises	8/14/2018	\$1,338.75
<u>23418</u>	McCarthy & Causseaux	8/14/2018	\$75.00
<u>23419</u>	Morris Law PC	8/14/2018	\$13,089.75
<u>23420</u>	Office Depot	8/14/2018	\$320.59
<u>23421</u>	Olympic Embroidery	8/14/2018	\$1,268.30
<u>23422</u>	Pierce County Budget & Finance 2% Dist	8/14/2018	\$672.17
<u>23423</u>	Pierce County Budget & Finance Jail	8/14/2018	\$419.90
<u>23424</u>	Pierce County Budget & Finance Sheriff	8/14/2018	\$167,481.42
<u>23425</u>	Carol Morris	8/14/2018	\$81.35
<u>23426</u>	Metzler, Jeremy W	8/14/2018	\$77.96
<u>23427</u>	Revize LLC	8/14/2018	\$1,800.00
<u>23428</u>	Rick Pederson	8/14/2018	\$276.32
<u>23429</u>	Smarsh, Inc.	8/14/2018	\$207.60
<u>23430</u>	The News Tribune	8/14/2018	\$2,052.08
<u>23431</u>	Utilities Underground Location Center	8/14/2018	\$150.93
<u>23432</u>	Xtreme Graphics	8/14/2018	\$819.75
<u>Direct Pay Payment</u>	Northwest Landscape Services	8/14/2018	\$826.74
<u>EFT Payment 8/8/2018</u>	Comcast	8/14/2018	\$101.33
<u>EFT Payment 8/8/2018</u>	Comcast Business	8/14/2018	\$871.37
<u>EFT Payment 8/8/2018</u>	Department of Labor & Industries	8/14/2018	\$114.10
<u>EFT Payment 8/8/2018</u>	McLendon Hardware-Blue Tarp Credit Services	8/14/2018	\$68.83
<u>EFT Payment 8/8/2018</u>	Mt. View-Edgewood Water Co.	8/14/2018	\$1,102.35
<u>EFT Payment 8/8/2018</u>	US Bank Corporate Payment System	8/14/2018	\$9,805.88
<u>EFT Payment 8/8/2018</u>	Verizon Wireless	8/14/2018	\$1,621.84
<u>EFT Payment 8/8/2018</u>	Wells Fargo Vendor Fin Serv	8/14/2018	\$368.17
<u>EFT Payment 8/8/2018</u>	US Bank ACH/EFT	8/14/2018	\$28.00

Total Claims Voucher Distribution	\$329,383.80
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Total Distribution Submitted for Review & Authorization	\$419,216.14
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Authorization Adjustments:	\$ -
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Total Distribution Net of Prior Authorized Adjustments	\$419,216.14
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Claims Voucher Approval : I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed

Mayor, Daryl Eidinger

Council Member



Voucher Directory

Fiscal: : 2018 - August
Council Date: : 2018 - August - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	23402			2018 - August - 1st Council Meeting	
		454			
			August Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for Aug 2018	
		Total 454			\$835.00
	Total 23402				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
Bob's Property Solutions, Inc.	23403			2018 - August - 1st Council Meeting	
		072718-BOB			
			July Svcs-36th & 114th		
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$10,351.21
				Remove Tree-36th & 114th	
		Total 072718-BOB			\$10,351.21
	Total 23403				\$10,351.21
Total Bob's Property Solutions, Inc.					\$10,351.21
Century Link	23404			2018 - August - 1st Council Meeting	
		253-927-2018 680B 7/25-8/25/18			
			7/25-8/25/18 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$124.42
				Elevator Alarm Line	
		Total 253-927-2018 680B 7/25-8/25/18			\$124.42
		253-952-3537 889B 7/22-8/22/18			
			7/22-8/22/18 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$121.32
				Fax and Fire Alarm Line	
		Total 253-952-3537 889B 7/22-8/22/18			\$121.32
	Total 23404				\$245.74
Total Century Link					\$245.74

Vendor	Number	Reference	Account Number	Description	Amount
Cintas Corporation					
	23405		2018 - August - 1st Council Meeting		
		4007278515			
			7/2/18 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	\$126.97
			Uniforms		
		Total 4007278515			\$126.97
		4007455560			
			7/9/18 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	\$95.73
			Uniforms		
		Total 4007455560			\$95.73
		4007661155			
			7/16/18 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	\$132.31
			Uniforms		
		Total 4007661155			\$132.31
		4007881958			
			7/23/18 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	\$98.84
			Uniforms		
		Total 4007881958			\$98.84
		4008131759			
			7/30/18 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	\$99.34
			Uniforms		
		Total 4008131759			\$99.34
	Total 23405				\$553.19
Total Cintas Corporation					\$553.19
City of Edgewood					
	23406		2018 - August - 1st Council Meeting		
		063018-COE LID 089			
			LID Acct 089-2018 Payment		
			001-018-000-518-20-47-50	LID Interest Payment	\$504.29
			001-018-000-518-20-47-60	LID Principal Payment	\$847.55
		Total 063018-COE LID 089			\$1,351.84
		063018-COE LID 090			
			LID Acct 090-2018 Payment		
			001-018-000-518-20-47-50	LID Interest Payment	\$24,534.23
			001-018-000-518-20-47-60	LID Principal Payment	\$41,234.00
		Total 063018-COE LID 090			\$65,768.23
		063018-COE LID 102			
			LID Acct 102-2018 Payment		
			001-018-000-518-20-47-50	LID Interest Payment	\$1,929.41

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-20-47-60	LID Principal Payment	\$3,242.70
		Total 063018-COE LID 102			\$5,172.11
	Total 23406				\$72,292.18
Total City of Edgewood					\$72,292.18
City of Sumner					
	23407			2018 - August - 1st Council Meeting	
		03797			
			August Services		
			001-018-000-554-30-51-01	Animal Control Services	\$2,908.92
				Animal Control Svs. for Aug 2018	
		Total 03797			\$2,908.92
	Total 23407				\$2,908.92
Total City of Sumner					\$2,908.92
Comcast					
	EFT Payment 8/8/2018 3:32:18 PM - 1			2018 - August - 1st Council Meeting	
		8498 35 021 0458551 7/25-8/24/18			
			7/25-8/24/18 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$101.33
				City Hall Internet	
		Total 8498 35 021 0458551 7/25-8/24/18			\$101.33
	Total EFT Payment 8/8/2018 3:32:18 PM - 1				\$101.33
Total Comcast					\$101.33
Comcast Business					
	EFT Payment 8/8/2018 3:32:18 PM - 2			2018 - August - 1st Council Meeting	
		67504792			
			7/15-8/14/18 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$871.37
				City Hall Phones	
		Total 67504792			\$871.37
	Total EFT Payment 8/8/2018 3:32:18 PM - 2				\$871.37
Total Comcast Business					\$871.37

Vendor	Number	Reference	Account Number	Description	Amount
DeAngelo Brothers, LLC	23408			2018 - August - 1st Council Meeting	
		4020380			
			May Svcs-Cust ID 4589		
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$5,671.82
				Roadside Spraying	
		Total 4020380			\$5,671.82
	Total 23408				\$5,671.82
Total DeAngelo Brothers, LLC					\$5,671.82
Department of Labor & Industries					
	EFT Payment 8/8/2018 3:32:18 PM - 3			2018 - August - 1st Council Meeting	
	231076				
			Elevator Violation Penalty		
			001-018-000-518-30-45-07	Operating Permits	\$114.10
				Elevator Violation Penalty	
		Total 231076			\$114.10
	Total EFT Payment 8/8/2018 3:32:18 PM - 3				\$114.10
Total Department of Labor & Industries					\$114.10
ESI Security					
	23409			2018 - August - 1st Council Meeting	
		049417			
			July Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$205.51
				Replace elevator key box lock	
		Total 049417			\$205.51
		049938			
			August Services		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$37.37
				Keys for Bucket/Boom Truck	
		Total 049938			\$37.37
	Total 23409				\$242.88
Total ESI Security					\$242.88
Foster Pepper PLLC					
	23410			2018 - August - 1st Council Meeting	
		1205559			
			July Svcs-Matter No. 7		
			001-015-000-515-41-41-01	Legal Services-External	\$1,987.95
				Rogers Buchanan LID Foreclosure	
		Total 1205559			\$1,987.95
	Total 23410				\$1,987.95
Total Foster Pepper PLLC					\$1,987.95

Vendor	Number	Reference	Account Number	Description	Amount
Gray & Osborne, Inc	23411			2018 - August - 1st Council Meeting	
		2-G&O Prj. 17572.05			
		July Svcs-City Hall Parking Lot			
		001-019-000-594-18-63-01		Gen'l Govt-Cap Exp-City Campus Improvements	\$7,698.85
				City Hall Campus Parking Lot	
		Total 2-G&O Prj. 17572.05			\$7,698.85
		3-G&O Prj. 17572.04			
		July Svcs-Edge Dr & Sumner Hts Dr			
		340-000-000-595-30-63-03		Improvements - Other	\$6,471.98
				Edgewood Dr & Sumner Hts Dr Pavement Preservation	
		Total 3-G&O Prj. 17572.04			\$6,471.98
		5-G&O Prj. 16463.10			
		July Svcs-Rainier Ridge Estates			
		001-058-000-558-60-41-03		Prof. Services (Non-reimbursable)	\$758.85
				Gen'l Eng-Rainier Ridge Estates	
		Total 5-G&O Prj. 16463.10			\$758.85
	Total 23411				\$14,929.68
Total Gray & Osborne, Inc					\$14,929.68
Jennings Equipment, Inc.	23412			2018 - August - 1st Council Meeting	
		111411			
		July Purchases			
		001-018-000-518-30-35-01		Small Tools/Minor Equip.	\$54.95
				Kubota Hitch Kit	
		Total 111411			\$54.95
		41186R			
		July Services			
		001-018-000-518-30-48-06		Equipment Repairs	\$548.80
				Mower Repair	
		Total 41186R			\$548.80
	Total 23412				\$603.75
Total Jennings Equipment, Inc.					\$603.75
Lakehaven Water & Sewer District	23413			2018 - August - 1st Council Meeting	
		3575901 5/2-7/3/18			
		5/2-7/3/18 Services			
		001-018-000-518-30-47-04		Sewer Charges	\$25.58
				114th Ave E	
		Total 3575901 5/2-7/3/18			\$25.58
	Total 23413				\$25.58
Total Lakehaven Water & Sewer District					\$25.58

Vendor	Number	Reference	Account Number	Description	Amount
Landau Associates					
	23414		2018 - August - 1st Council Meeting		
		0041691			
			June Svcs-Prj 0495101.030		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,152.25
			N Edgewood Apts Ret Wall 4 & 5 18-1049		
		Total 0041691			\$1,152.25
		0041692			
			June Svcs-Prj 0495102.010		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,291.96
			Ankeman SFR 18-1129		
		Total 0041692			\$1,291.96
		0041721			
			June Svcs-Prj 0495101.020		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$918.50
			N Edgewood Apts-Ret Wall 3		
		Total 0041721			\$918.50
	Total 23414				\$3,362.71
Total Landau Associates					\$3,362.71
Les Schwab Tire Center					
	23415		2018 - August - 1st Council Meeting		
		42700181259			
			July Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$57.96
			Oil Change-98 Chevy 2500		
		Total 42700181259			\$57.96
	Total 23415				\$57.96
Total Les Schwab Tire Center					\$57.96
Lindsey Electric LLC					
	23416		2018 - August - 1st Council Meeting		
		000220			
			July Services		
			501-000-000-591-59-75-02	Security, Communication Upgrades	\$274.75
			Projector Screen Electrical Work		
		Total 000220			\$274.75
	Total 23416				\$274.75
Total Lindsey Electric LLC					\$274.75
Lloyd Enterprises					
	23417		2018 - August - 1st Council Meeting		
		7202			
			July Services		
			310-000-000-594-76-63-01	Park Improvements	\$1,338.75

Vendor	Number	Reference	Account Number	Description	Amount
				Infield Dirt Mix	
		Total 7202			\$1,338.75
	Total 23417				\$1,338.75
Total Lloyd Enterprises					\$1,338.75
McCarthy & Causseaux	23418			2018 - August - 1st Council Meeting	
		199-Acct 9018-00M			
		July Services			
		001-015-000-515-41-41-14		Hearing Examiner Legal Fees	\$75.00
				Hearing Examiner Svcs-Cirilium	
		Total 199-Acct 9018-00M			\$75.00
	Total 23418				\$75.00
Total McCarthy & Causseaux					\$75.00
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 8/8/2018 3:32:18 PM - 4			2018 - August - 1st Council Meeting	
		C43232/3			
		July Purchases			
		101-000-000-542-90-35-01		Admin/Overhead-Small Tools & Minor Equipment	\$18.57
				Manure Fork	
		Total C43232/3			\$18.57
		C43620/3			
		July Purchases			
		001-076-000-576-80-35-01		Small Tools/Minor Equipment	\$36.06
				Sprayer	
		Total C43620/3			\$36.06
		C51668/3			
		July Purchases			
		001-076-000-576-80-31-01		Operational Supplies	\$14.20
				Disposable Gloves	
		Total C51668/3			\$14.20
	Total EFT Payment 8/8/2018 3:32:18 PM - 4				\$68.83
Total McLendon Hardware-Blue Tarp Credit Services					\$68.83

Vendor	Number	Reference	Account Number	Description	Amount
Morris Law PC					
	23419			2018 - August - 1st Council Meeting	
		080218-MOR			
			July Services		
			001-015-000-515-41-41-01	Legal Services-External	\$13,089.75
		Total 080218-MOR			\$13,089.75
	Total 23419				\$13,089.75
Total Morris Law PC					\$13,089.75
Mt. View-Edgewood Water Co.					
	EFT Payment 8/8/2018 3:32:18 PM - 5			2018 - August - 1st Council Meeting	
		2961-3401 2017/18 Adj			
			Water Consumption Adj		
			001-018-000-518-30-47-02	Water	\$905.68
				2017-2018 Water Consumption Adj	
		Total 2961-3401 2017/18 Adj			\$905.68
		3796-3401 2017/18 Adj			
			Water Consumption Adj		
			001-018-000-518-30-47-02	Water	\$196.67
				2017-2018 Water Consumption Adj	
		Total 3796-3401 2017/18 Adj			\$196.67
	Total EFT Payment 8/8/2018 3:32:18 PM - 5				\$1,102.35
Total Mt. View-Edgewood Water Co.					\$1,102.35
Northwest Landscape Services					
	Direct Pay Payment 8/8/2018 3:46:27 PM - 1			2018 - August - 1st Council Meeting	
		RC000049763			
			August Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$826.74
				Aug 2018 Services	
		Total RC000049763			\$826.74
	Total Direct Pay Payment 8/8/2018 3:46:27 PM - 1				\$826.74
Total Northwest Landscape Services					\$826.74
Office Depot					
	23420			2018 - August - 1st Council Meeting	
		167389950001			
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$195.33
				Markers, Pens, Folders, Copy Paper	
		Total 167389950001			\$195.33
		171511036001			
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$125.26

Vendor	Number	Reference	Account Number	Description	Amount
				Paper Towels	
		Total 171511036001			\$125.26
	Total 23420				\$320.59
Total Office Depot					\$320.59
Olympic Embroidery					
	23421			2018 - August - 1st Council Meeting	
		19814			
			July Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$1,268.30
				COE Jackets for Staff	
		Total 19814			\$1,268.30
	Total 23421				\$1,268.30
Total Olympic Embroidery					\$1,268.30
Pierce County Budget & Finance 2% Dist					
	23422			2018 - August - 1st Council Meeting	
		CI-254330			
			2nd Qtr 2018 Taxes		
			001-021-000-521-10-52-01	Intergov. Chemical Dependency	\$672.17
				Q2-2018 Liquor & Excise Taxes	
		Total CI-254330			\$672.17
	Total 23422				\$672.17
Total Pierce County Budget & Finance 2% Dist					\$672.17
Pierce County Budget & Finance Jail					
	23423			2018 - August - 1st Council Meeting	
		CI-254111			
			June Services		
			001-021-000-523-60-51-01	Jail Services	\$419.90
		Total CI-254111			\$419.90
	Total 23423				\$419.90
Total Pierce County Budget & Finance Jail					\$419.90

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance Sheriff					
	23424		2018 - August - 1st Council Meeting		
		CI-253990			
			July Services		
			001-021-000-521-20-51-01	Police Services	\$167,481.42
		Total CI-253990			\$167,481.42
	Total 23424				\$167,481.42
Total Pierce County Budget & Finance Sheriff					
					\$167,481.42
Puget Sound Title Company					
	23401		2018 - August - 1st Council Meeting		
		073118-PSTC			
			Earnest Money Deposit		
			340-000-000-595-10-41-06	Public Works Facility Acquisition	\$10,000.00
			Earnest Money		
		Total 073118-PSTC			\$10,000.00
	Total 23401				\$10,000.00
Total Puget Sound Title Company					
					\$10,000.00
Refunds/Reimbursements Vendor					
	23425		2018 - August - 1st Council Meeting		
		072018-CM		Carol Morris	
			Reimburse Office Supplies		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$81.35
			Keyboard & Mouse		
		Total 072018-CM			\$81.35
	Total 23425				\$81.35
	23426		2018 - August - 1st Council Meeting		
		072618-JM		Jeremy W Metzler	
			Employee Reimbursement		
			001-076-000-576-80-31-02	Recreation Activities & Events	\$2.20
				Star Wars DVD-Outdoor Movie Night	
			101-000-000-542-90-43-03	Admin/Overhead-Mileage Reimbursement	\$37.88
				Mileage Reimbursement	
			410-000-000-531-38-43-01	Training/Travel Costs	\$37.88
				Mileage Reimbursement	
		Total 072618-JM			\$77.96
	Total 23426				\$77.96
Total Refunds/Reimbursements Vendor					
					\$159.31
Revize LLC					
	23427		2018 - August - 1st Council Meeting		
		6502			
			4/1/18-3/31/19 Website Support		
			001-014-000-518-80-41-02	Web Site Services	\$1,800.00

Vendor	Number	Reference	Account Number	Description	Amount
			4/1/18-3/31/19 Services		
		Total 6502			\$1,800.00
	Total 23427				\$1,800.00
Total Revize LLC					\$1,800.00
Rick Pederson					
	23428			2018 - August - 1st Council Meeting	
		073118-RP			
			July Mileage Reimbursement		
			101-000-000-542-90-43-03	Admin/Overhead-Mileage Reimbursement	\$138.16
			410-000-000-531-38-43-03	Mileage Reimbursement	\$138.16
		Total 073118-RP			\$276.32
	Total 23428				\$276.32
Total Rick Pederson					\$276.32
Smarsh, Inc.					
	23429			2018 - August - 1st Council Meeting	
		INV00387848			
			July Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$207.60
		Total INV00387848			\$207.60
	Total 23429				\$207.60
Total Smarsh, Inc.					\$207.60
The News Tribune					
	23430			2018 - August - 1st Council Meeting	
		255556 6/4-7/1/18			
			6/4-7/1/18 Services		
			001-014-000-511-30-41-02	Legal Publications	\$204.67
				Legal Notice	
			001-058-000-558-60-41-08	Legal Notices/Publications	\$1,847.41
				Legal Notice	
		Total 255556 6/4-7/1/18			\$2,052.08
	Total 23430				\$2,052.08
Total The News Tribune					\$2,052.08

Vendor	Number	Reference	Account Number	Description	Amount
US Bank ACH/EFT					
		EFT Payment 8/8/2018 3:31:42 PM - 1	2018 - August - 1st Council Meeting		
		073118-USBank			
			July Safekeeping Fees		
			001-014-000-514-20-42-05	Bank & Bond Fees	\$28.00
				July Safekeeping Fees	
		Total 073118-USBank			
			\$28.00		
		Total EFT Payment 8/8/2018 3:31:42 PM - 1	\$28.00		
Total US Bank ACH/EFT					\$28.00
US Bank Corporate Payment System					
		EFT Payment 8/8/2018 3:32:18 PM - 6	2018 - August - 1st Council Meeting		
		072518-USBank			
			July PCard Statement		
			001-013-000-513-10-43-01	Travel/Training Costs	\$399.66
				D.Eidinger-Oxford Suites-Hotel-AWC Conference	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$99.54
				S.Goff-DS Services-CH Water Delivery	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$54.99
				D.Eidinger-Costco-6' Table	
			001-018-000-518-30-32-01	Fuel	\$95.00
				D.Eidinger-Shell-Fuel-Bucket Truck	
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$186.82
				D.Eidinger-Best Buy-Microwave-Tenant Space	
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$611.37
				D.Eidinger-Sears-Refrigerator-Tenant Space	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$141.00
				S.Goff-OMG National-Police Stickers/Promo Items	
			001-058-000-558-50-31-01	Office & Operational Supplies	\$320.19
				D.Mundy-WABO-Books-Cory & Meg	
			001-058-000-558-50-31-01	Office & Operational Supplies	\$339.51
				C.McVay-Red Wing-Boots for Cory & Gene	
			001-058-000-558-50-31-01	Office & Operational Supplies	\$43.69
				S.Goff-Amazon-Ipad Cover-C.McVay	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$73.20
				J.Privett-McLendons-Gloves, Broom, Tree Lopper	
			501-000-000-591-59-75-03	City Equipment	\$697.39
				E.Eidinger-DOL-Title Transfer-2003 Ford Bucket/Boom Truck	
			501-000-000-591-59-75-03	City Equipment	\$6,743.52
				D.Eidinger-State Surplus-2003 Ford Bucket/Boom Truck	
		Total 072518-USBank			
			\$9,805.88		
		Total EFT Payment 8/8/2018 3:32:18 PM - 6	\$9,805.88		
Total US Bank Corporate Payment System					\$9,805.88

Vendor	Number	Reference	Account Number	Description	Amount
Utilities Underground Location Center					
	23431		2018 - August - 1st Council Meeting		
		8070142			
			July Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$150.93
			Utility Locating Svcs. for July		
		Total 8070142			
	Total 23431				
Total Utilities Underground Location Center					\$150.93
					\$150.93
Verizon Wireless					
	EFT Payment 8/8/2018 3:32:18 PM - 7		2018 - August - 1st Council Meeting		
		9811562257			
			7/24-8/23/18 Services		
			001-018-000-518-20-42-01	Telephone Charges	\$764.63
			501-000-000-591-59-75-02	Security, Communication Upgrades	\$857.21
			Ipad-C.McVay		
		Total 9811562257			
	Total EFT Payment 8/8/2018 3:32:18 PM - 7				
Total Verizon Wireless					\$1,621.84
					\$1,621.84
Wells Fargo Vendor Fin Serv					
	EFT Payment 8/8/2018 3:32:18 PM - 8		2018 - August - 1st Council Meeting		
		68586424			
			August Lease Payment		
			001-018-000-518-30-45-06	Copier Lease	\$368.17
			Kyocera Copier		
		Total 68586424			
	Total EFT Payment 8/8/2018 3:32:18 PM - 8				
Total Wells Fargo Vendor Fin Serv					\$368.17
					\$368.17
Xtreme Graphics					
	23432		2018 - August - 1st Council Meeting		
		18-1080			
			June Services		
			001-076-000-576-80-31-02	Recreation Activities & Events	\$59.02
			Edgewood Picnic Signs		
		Total 18-1080			
		18-1095			
			June Services		
			001-058-000-558-60-31-11	Signs	\$760.73

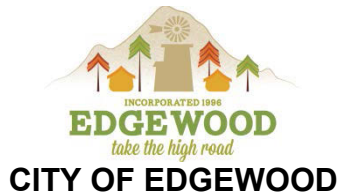
Vendor	Number	Reference	Account Number	Description	Amount
				Public Notice Signs	
		Total 18-1095			\$760.73
	Total 23432				\$819.75
Total Xtreme Graphics					\$819.75
Grand Total		Vendor Count	41		\$329,383.80



City Of Edgewood Council Agenda Summary Sheet

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SUBJECT: City Attorney Job Description	Agenda Item #:	AB18-036
	For Agenda of:	August 14, 2018
	Prepared by:	Dave Gray
ATTACHMENTS (list): ☒ City Attorney Job Description		
Approval of Materials:		
Mayor, Daryl Eidinger	☒	Expenditure Required: \$60,750
Asst. City Administrator, Dave Gray	☒	Amount Budgeted: \$41,250
City Attorney, Carol Morris	☒	Appropriation Required: \$19,500
City Clerk, Rachel Pitzel	☒	Timeline: <i>Can be added to the next regular budget amendment prior to the end of the year.</i>
Community Development Director, Darren Groth	☐	
Public Works, Jeremy Metzler	☐	
Fiscal Note/Consideration: The cost of legal services was trending down from approximately \$180,000 per year to \$140,000 in 2017. In 2018 our code rewrites, litigation costs, and expected code enforcement activity, which the City has not actively been able to address due to budget constraints, has staff estimating a cost of \$210,000. Although the 2018 cost of converting the Contract City Attorney to an employee will be higher than estimated, for 2018 it is estimated to save the City approximately \$43,000. The cost for follow on years, higher or lower is estimated to be breakeven, due to increased City compliance, enforcement and the potential that an "in-house" attorney would be available to produce more code revision.		
SUMMARY STATEMENT: The City has been rewriting code at a pace not anticipated when the current year budget was produced. That process has allowed the Mayor, who has conveyed this need to the City Council, to analyze the need to continue through the building, planning and inspection code to the parks, noise, city operations, enforcement, traffic and in essence, the majority of the Edgewood Municipal Code over the course of the next several years. This, combined with the fact that the City has begun a process of imposing compliance including enforcement action that was not within the budget scope prior to the passage of the Utility Tax. With more capital projects, policy revision or creation and in general, city legal activity, the Mayor tasked staff with evaluating the cost vs. benefit of bringing the contract City Attorney in-house. Staff estimates that contract costs were likely to increase to somewhere in the \$200 to \$220 thousand dollar range. The current salary schedule for Step 5 of range 15 equates to about \$167,000, including benefits, per year. The nominal effect of bringing the current contract City Attorney in-house is to increase the hours dedicated to the City by about 30 percent and to decrease the estimated cost by about 17 percent. A good deal for the City financially. The down side would be if the City legal workload dropped significantly below the current need and the total cost of compensation continues to increase at approximately 3 to 5 percent per year, overhead burden would become a draw down on the City's ability to flex those freed up funds to other purposes. The Mayor does not see that a likelihood in the next three to five years.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: Move to Establish a City Employee City Attorney Job Description.		
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review		



CITY ATTORNEY - Job Description

Department: General Government

Salary Range: \$9,523 – \$10,821/mo.

Opening Date: 07/16/2018

Closing Date: Open until Filled

This position is a full-time, non-union, FLSA exempt position.

GENERAL SCOPE OF WORK:

Under the direction of the Mayor, the City Attorney plans, directs and coordinates comprehensive legal services for the City. The City Attorney provides counsel to the Mayor, Council, staff, committees and commissions; provides legal advice to guide City policies, decisions and activities. The City Attorney also litigates on behalf of the City and supervises and directs representation of the City at various court levels, as well as drafts and interprets City ordinances, resolutions, code, policies and contracts. This position is a key member of the City's leadership team, and occupies a significant role in supporting the critical decision-making on the part of both the City Council, and City administration. The City has outside contracts for prosecution and defense services in Municipal Court.

ESSENTIAL JOB FUNCTIONS:

This job description reflects general details necessary to describe the job's essential functions and the job's level of knowledge and skill typically required. The job description should not be considered an all-inclusive listing of job duties.

1. Provide ongoing legal and strategic advice to the Mayor and departments of the City through direct consultation, revision and production of legal documents, code, and procedures.
2. Attempts to resolve legal questions, which arise during the development and implementation of City projects and programs.
3. Analyze legal trends in order to present alternatives to the Mayor, City Council and various City departments concerning major issues facing the City.
4. Attend meetings of the City Council and other meetings as necessary and provide appropriate legal advice during those meetings.
5. Represent the City and its officials, officers and employees acting in their official capacities in civil actions where the City is a party in state and federal courts and before administrative agencies.
6. Represent the City in proceedings before superior court, appellate courts and before administrative agencies.
7. To the limited extent outside counsel is utilized, the City Attorney will assign and coordinate outside counsel work.
8. The City Attorney also monitors litigation being defended by legal counsel appointed by the Washington Cities Insurance Authority.
9. Supervise and provide direction and technical advice to the City's support staff.
10. Supervise and review the preparation of ordinances, resolutions, contracts and other legal documents ensuring compliance with local, state and federal law and adequate legal protection of the City.

11. Researches and prepares legal opinions on legal issues.
12. Maintains current knowledge of issues, legislation, regulations and case law on subjects affecting the City and relating to municipal law, including but not limited to, land use, real property, and public works contracting.
13. Handles confidential information and material with the highest degree of professional responsibility.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

Graduation from a law school accredited by the American Bar Association and a minimum of five years' experience in municipal law are preferred. Experience in legal office management and small cities in Washington State is highly desired. Civil litigation experience is also highly desired.

1. Comprehensive municipal law, including administrative, contract, insurance, land use torts, municipal finance, public records, utility and labor relations law.
2. Theory, structure and practice of municipal law, particularly as it applies to the Mayor-Council form of government.
3. Supervisory principles and office management.
4. Resolving conflicts and gaining cooperation among conflicting groups.
5. Imparting the importance of strategy in the application of law.
6. Research methods and succinct writing techniques.
7. City organization, operations, policies and objectives.
8. Correct English usage, grammar, spelling, punctuation and vocabulary, as well as public speaking techniques.
9. Interpersonal skills including tact, patience and courtesy.
10. Apply innovative and logical reasoning abilities to legal problems.
11. Grasp complex factual data, draw appropriate conclusions and formulate sound legal decisions.
12. Communicate complex legal ideas verbally and in writing to a variety of audiences in a clear, comprehensive and professional manner.
13. Read, interpret, explain and apply legal and technical language.
14. Draft and interpret City ordinances and resolutions.
15. Negotiate real property acquisitions and dispositions.
16. Litigate in state and federal courts and before administrative agencies.
17. Articulate and persuade in verbal and written argument.
18. Plan, organize and evaluate the work of others.
19. Work cooperatively with the City Council, Asst. City Administrator and Department Directors as a member of the Senior Staff Department Heads
20. Participate and collaborate as a member of the Management Team.
21. Demonstrate punctual, regular and reliable attendance.
22. Develop and maintain productive relationships with elected officials, business leaders, advisory boards, the news media and the general public.
23. Understand the City's political environment and sensitivities.
24. Listen effectively to verbal communication.

REQUIRED LICENSING AND CERTIFICATION:

1. License to practice law in the State of Washington
2. Member in good standing of the Washington State Bar Association at time of appointment
3. Valid Washington State driver's license

PHYSICAL DEMANDS AND WORKING CONDITIONS:

Continuous repetitive arm/hand movement is essential to performance. The incumbent in this position must be able to discern voice conversation, have the physical ability to perform essential job functions, must have hand-eye coordination sufficient to operate computers, type on a keyboard, and operate other office equipment. The individual may be required to do repetitive arm/hand movements (i.e. keyboarding). In addition, the incumbent must have the ability to produce legible handwritten documents. The incumbent may be required to lift up to 30 pounds, if necessary.

ACKNOWLEDGEMENTS:**EQUAL OPPORTUNITY EMPLOYER - AMERICANS WITH DISABILITIES ACT**

The City of Edgewood is an Equal Opportunity Employer. Women and minorities are encouraged to apply. Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

If you meet the minimum qualifications and are interested in applying for this position, please send a cover letter, resume, and signed EOCC statement to:

**City of Edgewood
Human Resources
2224 104th Ave E
Edgewood, WA 98372-1513**

Submittals may also be e-mailed to humanresources@cityofedgewood.org.

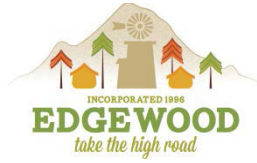
Incomplete submittals will be disqualified. Only those applicants selected to move forward in the process may be contacted. Submittals will be retained in accordance with Records Retention practices. If you have questions regarding the application process, please contact human resources at 253-952-3299 or via e-mail at humanresources@cityofedgewood.org.



City Of Edgewood
Council Agenda Summary Sheet

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SUBJECT: Office Manager Job Description		Agenda Item #:	AB18-037
		For Agenda of:	August 14, 2018
		Prepared by:	Dave Gray
ATTACHMENTS (list): ☒ Office Manager Job Description			
Approval of Materials:			
Mayor, Daryl Eiding	☒	Expenditure Required:	<u>\$0</u>
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	<u>\$0</u>
City Attorney, Carol Morris	☒	Appropriation Required:	<u>\$0</u>
City Clerk, Rachel Pitzel	☒	Timeline August 14 th Regular Council Meeting.	
Community Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☒		
Fiscal Note/Consideration: Approval of the Job Description does not require a financial commitment. The reason for adding this position will, and will be discussed in financial detail at the time Staff has determined how to fill the Office Manager position on a specific timeline.			
SUMMARY STATEMENT: During a review of the current workload, and the interviewing process to fill the current Plans Examiner/Building Inspector position, staff identified a number of support functions that were not being addressed. These included regular ongoing business cycle tasks such as addressing, grant and project tracking, code enforcement support and tracking, legal document process control, etc. In addition, the position needs identified a strong desire to attach one position to all city project tracking, monitoring and execution status reporting to provide staff, leadership, Mayor and the Council, a comprehensive picture of the City workload. These functions were included in old job descriptions in place prior to the recession layoffs in 2009, where the City maintained 18 full time positions. This position is proposed to be at the same pay scale as the Accounting Manager (Range FT-17-08).			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: Move to Approve the Revised Office Manager Job Description.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review			



CITY OF EDGEWOOD

OFFICE MANAGER - Job Description

Department: Administration

Salary Range: \$4,844-\$6,403/mo.

Opening Date:

Closing Date: Open until Filled

This position is a full-time, non-union, FLSA exempt position.

GENERAL SCOPE OF WORK:

The Office Manager is responsible for managing and overseeing the City of Edgewood's day-to-day office activities by providing adequate support to City staff, ensuring high levels of organizational efficiency, and providing effective communication. This position may come in contact with sensitive and confidential information that may be of critical or strategic nature. The Office Manager is responsible for intra-office communication protocols, administrative procedures, inventory control, office staff supervision, project management, and task delegation, and the primary backup for the Permit Coordinator. This position performs a wide range of cross-functional office duties, teaming with all departments at City Hall. Work is often performed independently, with a high degree of discretion; however, the position serves at the direction of the City Clerk.

ESSENTIAL JOB FUNCTIONS:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable performance of these essential functions.

1. Manages office services by ensuring office operations and procedures are organized; correspondence are controlled; filing systems are designed; supply requisitions are reviewed and approved; and that clerical functions are properly assigned and monitored.
2. Maintains office efficiency by carrying out planning and execution of equipment procurement, layouts, and office systems.
3. Develops and implements office policies by setting up procedures and standards to guide the operation of the office; ensures that results are measured against standards, while making necessary changes along the way.
4. Assigns project tasks to other staff members, as necessary, and monitors the performance of each assigned task.
5. Reviews and analyzes special projects and keeps the City's executive team properly informed.
6. Ensures top performance of office staff by providing adequate coaching and guidance.

7. Attends educational workshops, reviews industry publications, joins professional associations, and builds networks with fellow professionals in order to remain updated of technical and professional knowledge and responsibilities.
8. Participates actively in the planning and execution of company events.
9. Develops standards to enhance operational procedures.
10. Manages the City's relationship with the Information Technology (IT) Department to assess equipment needs and deal with issues quickly to return staff and equipment to full operation.
11. Assists with new employment - in processing and initiating benefit enrollment.
12. Partners with the Accounting Manager to assist with mailings, purchase orders, and other necessary accounting tasks.
13. Coordinates schedules, appointments, and leaves of absences.
14. Maintains knowledge of Front Counter tasks and standard operating procedures.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

To perform this job successfully, the person in this position must be able to perform each Essential Job Function. The requirements listed below are representative of the knowledge, skills, and abilities necessary to meet the minimum qualifications for this position.

Required

- High School diploma, GED, or equivalent.
- Strong administrative skills, with knowledge of modern office and clerical practices and procedures, and skills in the operation of a personal computer, including word processing and permitting software, calculator, ruler, copier, fax machine, and telephone.
- Ability to keep sensitive information confidential
- Ability to plan and execute diverse tasks at the same time without supervision.
- Ability to effectively communicate both orally and in writing.
- Documentation to fulfill the requirements of the Immigration and Nationality Act is mandatory within 3 days of employment.

Preferred

- Bachelor's degree in business, public administration, or other related discipline.
- Three (3) years of office management experience.

Special Considerations:

The incumbent will be joining an organization with fewer than 20 full-time positions. As a small and nimble organization, the City of Edgewood needs to hire and retain individuals interested in working with a small team. A hiring objective for this position is to find an employee that will be competently qualified and interested in the work diversity offered by a full-service municipal corporation operating with a limited budget and staffing.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential job functions. The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this position. Work is performed in both field and office settings. This position requires ability to transport oneself to a variety of locations, primarily in and around Pierce County.

While performing the duties of this job, the employee is required to stand, walk, use hands and fingers, handle, feel or operate objects, tools, or controls, and reach with hands and arms. Hand-eye coordination is necessary to operate

computers and various pieces of office and field equipment. The employee is occasionally required to sit, climb stairs or ladders, or balance and walk on scaffolding; stoop, kneel, crouch or crawl; talk and hear. The employee may occasionally be required to lift or move up to 50 pounds with or without a reasonable accommodation. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Duties are performed both indoors and outdoors under a variety of weather and environmental conditions, including wind, mud, rain, and snow. Duties are usually performed alone, but are also performed as part of a work team. Attendance at some night meetings may be required. The work environment is fast-paced and moderate to very noisy.

ACKNOWLEDGEMENTS:

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.

EQUAL OPPORTUNITY EMPLOYER - AMERICANS WITH DISABILITIES ACT

The City of Edgewood is an Equal Opportunity Employer. Women and minorities are encouraged to apply. Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

This position description does not constitute a contract for employment. It is subject to change by the City as the needs of the City and requirements change.

The City of Edgewood is a Drug Free workplace and an Equal Opportunity Employer.

If you meet the minimum qualifications and are interested in applying for this position, please send a cover letter, resume, and signed EOCC statement to:

**City of Edgewood
Human Resources
2224 104th Ave E
Edgewood, WA 98372-1513**

Submittals may also be e-mailed to humanresources@cityofedgewood.org.

Incomplete submittals will be disqualified. Only those applicants selected to move forward in the process may be contacted. Submittals will be retained in accordance with Records Retention practices. If you have questions regarding the application process, please contact human resources at 253-952-3299 or via e-mail at humanresources@cityofedgewood.org.

RESOLUTION NO. 18-0424

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HERRERA ENVIRONMENTAL CONSULTANTS (HERRERA), IN THE AMOUNT OF \$65,417.02, FOR THE CONTINUATION OF WORK ON THE 2018 SURFACE WATER MANAGEMENT PLAN UPDATE.

WHEREAS, the City's current Surface Water Management Plan (SWMP) was developed and adopted in 1997, and while additional study and updates have been drafted since, there has not been a comprehensive update to the SWMP in over 20 years; and

WHEREAS, the City advertised for qualified consultants to aide City Staff in this task and an initial screening panel, including the Assistant City Administrator of Municipal Services, Community Development Director, and Senior Stormwater Engineer reviewed and scored the proposals; and

WHEREAS, the two most-qualified respondents were interviewed by a panel, including the Mayor, Community Development Director, Senior Stormwater Engineer, City Clerk, and Manager of Mountain View – Edgewood Water Company; and

WHEREAS, the interview panel unanimously scored and recommended Herrera Environmental Consultants (Herrera) as the firm most qualified and willing to provide the necessary services; and

WHEREAS, the work conducted by Herrera was not completed by the end of 2017 leaving \$47,723.02 of the original appropriated budget of \$182,350 unspent at the end of the year and rolled into the ending fund balance for the Surface Water Fund; and

WHEREAS, the City Council appropriated \$47,723.02 in Budget Amendment 3 on July 10th, 2018 with Ordinance 18-0524, to pull the 2017 appropriated but unspent funding into 2018, as well as increasing the original 2018 appropriation for the study of \$15,000 by an additional \$2,694, to complete all tasks to finalize the Surface Water Management Plan work by Herrera; and

WHEREAS, the total cost for the Surface Water Management Plan, originally estimated at a total of \$197,300 has cost \$200,044.00 expended in 2017 (\$134,626.98) and 2018 (\$65,417.02);

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 Surface Water Management Plan updates, attached hereto as Exhibit A, with Herrera Environmental Consultants, Inc. for a contract amount not to exceed \$65,417.02.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD

08/14/18 Regular Council Meeting
Page 62 of 103

**WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 14TH DAY OF
AUGUST, 2018**

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 26th day of June, 2018, 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 Herrera Environmental Consultants, Inc., a corporation, organized under the laws of the State of Washington, doing business at:

Herrera Environmental Consultants, Inc. (hereinafter the “CONSULTANT”)
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121
Contact: Joy Michaud Phone: 360-790-5789 Fax: 206-441-9108

for professional services in connection with the following Project:

Continuation of the 2018 Surface Water Management Plan 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 August 15, 2018, (“Commencement Date”) and shall terminate on October 31, 2018 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 \$ 65,417.02, 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 sixty (60) 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 by the City upon the default of the Consultant. Upon 30 days' notice and reasonable cause, as determined by the sole discretion of the City, the Agreement may be terminated by 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the 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 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
Fax: 253-952-3537

Herrera Environmental Consultants, Inc.
Attn: Joy Michaud
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121

Phone: 360 790-5789
Fax: 206-441-9108

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

CONSULTANT

By: _____
Daryl Eidinger
Mayor

Date: _____

Attest:

By: _____
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

By: Theresa M. Wood
Name: Theresa M. Wood
Title: Vice President
Date: 8/9/2018

Scope of Work-

Completion of City of Edgewood Stormwater Management Plan

Herrera Environmental Consultants (Herrera) has recently submitted a public review draft of the City of Edgewood Stormwater Management Plan. As the work of the project team evolved, some aspects of development of this plan were beyond what was originally scoped and budgeted. This Scope of Work describes the work that was out of scope for each affected task and what remains for Plan completion. The budget summary table (Exhibit B) provides detailed calculations based on our original contract, work completed through December 31, 2017, work to be completed in 2018 identified in our original contract, and work to be completed in 2018 not in our original estimated but necessary to produce the final Surface Water Management Plan as identified by the City.

A. Scope of Work

Task 1.0 – Project Management

The original contract scope of work for Task 1 assumed that the project would last 12 months and the contract ended on December 31, 2017. The project schedule has been prolonged and as a result the City and Herrera have determined that an additional 8 months are needed to complete all scoped activities. This assumes a final public meeting at the end of June 2018 and final invoicing occurring by end of September 2018. Thus, the project management effort (e.g., coordination of active tasks, monthly progress reporting, and project management communications with the City) is proportionately increased. This additional work is accounted for in the attached budget. In addition to routine project management activities, work under this task has also included supporting the grant request and continuing to make contacts and collect information related to using UIC wells to infiltrate stormwater.

Task 4.0 – Deep Infiltration Feasibility Assessment

There were no specific out of scope activities associated with this task, however, the development of the issue paper was more extensive than originally expected including a more extensive literature review due to the level of concern associated with the assessment. The cost over-runs were somewhat offset by efficiencies in Tasks 2 and 3.

Task 5.0 – Capital Improvement Program for Stormwater Facilities

The contracted scope of work assumed that 2 to 3 project summary sheets would be prepared for the high priority CIPs (at a maximum of 40 hours). (Project summary sheets represent the culmination of the conceptual design work, graphics representing that work, and engineers cost estimates.) Instead, 7 project summary sheets; including one project with three separate very different alternatives were prepared and included in the plan. This extra work represents 3 to 4 times the projected workload or an

estimated 120 to 160 hours of additional work. However, due to the way the project progressed it was not necessary to complete a formal CIP project prioritization process which saved the budget approximately 60 hours of projected work. Thus, conservatively there was 60 hours (120 hours – 60 hours) of additional work between subtasks 5.2 and 5.3. This task is completed and no future costs are expected,

Task 6.0 – Public Outreach Support

This task has not started yet and the originally allocated budget appears adequate to complete this task.

Task 7.0 – Financial Analysis and Funding Plan

Details related to project needs and budget adjustments are provided in the appended budget request from FCS Group. FCS Group performed the systems development charge analysis which was not included in the original scope, they also performed the cash flow forecast twice to reflect revised capital improvement program expenditures, and have prepared and given presentations to two city council meetings when only one was scoped. FCS Group still needs to complete a draft and final report and provide the spreadsheet model before this task is complete.

Task 8.0 – Comprehensive Stormwater Management Plan

The contracted scope of work details one draft and one final report. As of end of April, in addition to releasing separate chapters for early review, two review drafts of the full plan were prepared. A significant change in watershed boundaries that was requested after the initial draft required fairly extensive changes to figures and tables and summaries that were beyond the anticipated effort for plan development. The plan is still in draft form pending final comments.

B. Scheduled Completion Dates:

The following dates are approximations. The final work product will be completed no later than October 31, 2018.

- 6/14 - Review MVEW comments, summarize and update website, public meeting notice
- 6/28 - Public Information Meeting, solicit public comment
- 7/3 - Council Study Session to discuss meeting and comments, confirm project prioritization, re-visit fees
- 7/5 - (*if needed*) Coordinate with FCS on changes to project funding
- 7/9 - Planning Commission discussion and input
- 7/10 - Coordinate any final changes to SWMP Narrative with Herrera
- 7/30 - Receive revised materials back from Herrera and FCS
- 7/31 & 8/7 - Review Final Draft SWMP Narrative and Fee Study with Council
- 8/14 - Council Public Hearing on Final Draft
- 8/21 - Final review and discussion with Council, review draft rate ordinance
- 8/28 - Council Adoption of SWMP Update, Public Hearing on rate ordinance
- 9/4 - Rate ordinance review and discussion with Council

- 9/11 - Council Adoption of rate ordinance

Exhibit B

Budget

Completion of City of Edgewood Stormwater Management Plan

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total
Original 2017 Contract Spent	\$9,628	\$5,528	\$11,767	\$41,745	\$25,921	\$0	\$16,901	\$23,136	\$134,627
Original 2017 Contract Not Spent	\$5,528	\$324	\$2,924	\$0	\$0	\$3,312	\$8,275	\$27,360	\$47,723
Total 2017 Appropriated for Plan	\$15,156	\$5,852	\$14,691	\$41,745	\$25,921	\$3,312	\$25,176	\$50,496	\$182,350
Original 2017 Contract Not Spent	\$5,528	\$324	\$2,924	\$0	\$0	\$3,312	\$8,275	\$27,360	\$47,723
2018 Plan Completion Additions	\$5,000	\$0	\$0	\$1,952	\$0	-\$3,312	\$8,348	\$5,706	\$17,694
Total 2018 Contract to be Spent	\$10,528	\$324	\$2,924	\$1,952	\$0	\$0	\$16,623	\$33,066	\$65,417
Total Completed Plan Cost	\$20,156	\$5,852	\$14,691	\$43,697	\$25,921	\$0	\$33,524	\$56,202	\$200,044

Exhibit B

Project Name: <i>City of Edgewood</i> <i>Number of Tasks:</i> 8			
COST SUMMARY			
Labor			
Subconsultants			
GRAND TOTAL			
COST ITEMIZATION			
Labor			
			(2015 rates)
	Personnel		Rate/Hour
P6	Lenth, John	Vice President	\$212.13
P6	Michaud, Joy	Scientist VI	\$205.54
P5	Webb, Chris	Engineer V	\$197.69
P5	Hinman, Curtis	Scientist V	\$162.74
P4	Dugopolski, Rebecca	Engineer V	\$156.15
P4	Fontaine, Matthew	Engineer V	\$148.17
P4	Schmidt, Jennifer	GIS Analyst IV	\$135.74
P4	Gifford, Kristina	Technical Editor	\$135.25
P0	Mullen, Meghan	Engineer I	\$87.62
P3	Saavedra, Robin	Accounting Administra	\$95.40
A4	Jackowich, Pamela	Administrative Coordin	\$95.40
SUBTOTAL LABOR (Burdened Labor)			
SUBCONSULTANT COSTS			
		Unit	Cost
	AESI		1
	FCS		1
	Fee on Subconsultants @ 5%		5%
SUBTOTAL SUBCONSULTANT			

Scope of Work-

Completion of City of Edgewood Stormwater Management Plan

Herrera Environmental Consultants (Herrera) has recently submitted a public review draft of the City of Edgewood Stormwater Management Plan. As the work of the project team evolved, some aspects of development of this plan were beyond what was originally scoped and budgeted. This Scope of Work describes the work that was out of scope for each affected task and what remains for Plan completion. The budget summary table (Exhibit B) provides detailed calculations based on our original contract, work completed through December 31, 2017, work to be completed in 2018 identified in our original contract, and work to be completed in 2018 not in our original estimated but necessary to produce the final Surface Water Management Plan as identified by the City.

A. Scope of Work

Task 1.0 – Project Management

The original contract scope of work for Task 1 assumed that the project would last 12 months and the contract ended on December 31, 2017. The project schedule has been prolonged and as a result the City and Herrera have determined that an additional 8 months are needed to complete all scoped activities. This assumes a final public meeting at the end of June 2018 and final invoicing occurring by end of September 2018. Thus, the project management effort (e.g., coordination of active tasks, monthly progress reporting, and project management communications with the City) is proportionately increased. This additional work is accounted for in the attached budget. In addition to routine project management activities, work under this task has also included supporting the grant request and continuing to make contacts and collect information related to using UIC wells to infiltrate stormwater.

Task 4.0 – Deep Infiltration Feasibility Assessment

There were no specific out of scope activities associated with this task, however, the development of the issue paper was more extensive than originally expected including a more extensive literature review due to the level of concern associated with the assessment. The cost over-runs were somewhat offset by efficiencies in Tasks 2 and 3.

Task 5.0 – Capital Improvement Program for Stormwater Facilities

The contracted scope of work assumed that 2 to 3 project summary sheets would be prepared for the high priority CIPs (at a maximum of 40 hours). (Project summary sheets represent the culmination of the conceptual design work, graphics representing that work, and engineers cost estimates.) Instead, 7 project summary sheets; including one project with three separate very different alternatives were prepared and included in the plan. This extra work represents 3 to 4 times the projected workload or an

estimated 120 to 160 hours of additional work. However, due to the way the project progressed it was not necessary to complete a formal CIP project prioritization process which saved the budget approximately 60 hours of projected work. Thus, conservatively there was 60 hours (120 hours – 60 hours) of additional work between subtasks 5.2 and 5.3. This task is completed and no future costs are expected,

Task 6.0 – Public Outreach Support

This task has not started yet and the originally allocated budget appears adequate to complete this task.

Task 7.0 – Financial Analysis and Funding Plan

Details related to project needs and budget adjustments are provided in the appended budget request from FCS Group. FCS Group performed the systems development charge analysis which was not included in the original scope, they also performed the cash flow forecast twice to reflect revised capital improvement program expenditures, and have prepared and given presentations to two city council meetings when only one was scoped. FCS Group still needs to complete a draft and final report and provide the spreadsheet model before this task is complete.

Task 8.0 – Comprehensive Stormwater Management Plan

The contracted scope of work details one draft and one final report. As of end of April, in addition to releasing separate chapters for early review, two review drafts of the full plan were prepared. A significant change in watershed boundaries that was requested after the initial draft required fairly extensive changes to figures and tables and summaries that were beyond the anticipated effort for plan development. The plan is still in draft form pending final comments.

B. Scheduled Completion Dates:

The following dates are approximations. The final work product will be completed no later than October 31, 2018.

- 6/14 - Review MVEW comments, summarize and update website, public meeting notice
- 6/28 - Public Information Meeting, solicit public comment
- 7/3 - Council Study Session to discuss meeting and comments, confirm project prioritization, re-visit fees
- 7/5 - (*if needed*) Coordinate with FCS on changes to project funding
- 7/9 - Planning Commission discussion and input
- 7/10 - Coordinate any final changes to SWMP Narrative with Herrera
- 7/30 - Receive revised materials back from Herrera and FCS
- 7/31 & 8/7 - Review Final Draft SWMP Narrative and Fee Study with Council
- 8/14 - Council Public Hearing on Final Draft
- 8/21 - Final review and discussion with Council, review draft rate ordinance
- 8/28 - Council Adoption of SWMP Update, Public Hearing on rate ordinance
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SUBCONSULTANT COSTS			
		Unit	Cost
	AESI		1
	FCS		1
	Fee on Subconsultants @ 5%		5%
SUBTOTAL SUBCONSULTANT			

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Tacoma Commercial Insurance 1201 Pacific Ave, Suite 1000 Tacoma, WA 98402		CONTACT NAME: Elizabeth Olson PHONE (A/C, No, Ext): 800 499-0933 E-MAIL ADDRESS: Elizabeth.Olson@propelinsurance.com FAX (A/C, No): 866 577-1326															
INSURED Herrera Environmental Consultants Inc 2200 6th Avenue #1100 Seattle, WA 98121		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ironshore Specialty Insurance</td> <td>25445</td> </tr> <tr> <td>INSURER B : SAIF Corporation</td> <td>36196</td> </tr> <tr> <td>INSURER C : Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ironshore Specialty Insurance	25445	INSURER B : SAIF Corporation	36196	INSURER C : Ohio Security Insurance Company	24082	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		000826908	11/24/2017	11/24/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X		BAS1856989902	11/24/2017	11/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			000827008 Incl. PL & Poll	11/24/2017	11/24/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	857188 OR 000827008 WA STG	12/01/2017	12/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab Pollution			000826908	11/24/2017	11/24/2018	\$1,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Herrera Project No. 17-06504-002

Project Name: Continuation of the 2018 Surface Water Management Plan Update

Additional Insured status applies to City of Edgewood per the attached forms.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deanna Winchester

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Wording from EPIC for Additional Insured and Waiver of Subrogation

Found on page 26, 34 and 36 of form

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Any subsidiary, associated, affiliated, allied or limited liability company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest at the effective date of the **policy period** qualify as a Named Insured.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
 - b. Coverage under this policy does not apply to **bodily injury, property damage or environmental damage** that occurred before you acquired or formed the organization;
 - c. Coverage under this policy does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization; and
 - d. Coverage under this policy does not apply to damages arising out of any act, error or omission or **professional incident** that took place before you acquired or formed the organization.
4. Each of the following is also an insured:
 - a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:
 - (1) **Bodily injury or personal and advertising injury:**
 - (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);

- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** above; or
 - (c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.
- (2) **Property damage or environmental damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your **employee**), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any person or organization you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising out of your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:
 - (1) A vendor is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
 - (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
 - (b) Arising out of any express warranty unauthorized by you;
 - (c) Arising out of any physical or chemical change in the product made intentionally by the vendor;
 - (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
 - (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or
 - (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- a. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
 - a. Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or
 - b. Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.
- a. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising out of their financial control of you.

Page 34

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this policy, our obligations are limited as follows:

a. a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, regardless of whether **b.** below applies, in the event that a written contract or agreement or permit requires this insurance to be primary for any person or organization you agreed to insure and such person or organization is an insured under this policy, we will not seek contributions from any such other insurance issued to such person or organization

Page 36

5. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization prior to a loss, we waive any right of recovery we may have under this policy against such person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
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AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	21
EMPLOYEES AS INSUREDS (including employee hired auto)	2
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HIRED AUTO PHYSICAL DAMAGE(including employee hired auto)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
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SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	17
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	19

SECTION II – LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

- d.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, “insured” does not include any organization that:

- (1)** Is a partnership or joint venture; or
- (2)** Is an insured under any other automobile policy; or
- (3)** Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e.** Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1)** If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

- f. Any “employee” of yours while using a covered “auto” you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any “employee”.
- g. An “employee” of yours while operating an “auto” hired or borrowed under a written contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the “employee”.

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, paragraph **A.1.** –WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered “auto”, provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an “insured”.

However, such person or organization is an “insured”:

- (1) Only with respect to the operation, maintenance or use of a covered “auto”;
- (2) Only for “bodily injury” or “property damage” caused by an “accident” which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4.** Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired “autos” are covered “autos” for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any “auto” you own, then the Physical Damage coverages provided are extended to “autos”:

- a. You hire, rent or borrow; or

- b. Your “employee” hires or rents under a written contract or agreement in that “employee’s” name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for “loss” in any one “accident” or “loss” is the smallest of:

- (1) \$50,000; or

- (2) The actual cash value of the damaged or stolen property as of the time of the “loss”; or

- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

- B. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage.

- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

- D. Subject to a maximum of \$750 per “accident”, we will also cover the actual loss of use of the hired “auto” if it results from an “accident”, you are legally liable and the lessor incurs an actual financial loss.

- E. This coverage extension does not apply to:

- (1) Any “auto” that is hired, rented or borrowed with a driver; or

- (2) Any “auto” that is hired, rented or borrowed from your “employee”.

For the purposes of this provision, SECTION V – DEFINITIONS is amended by adding the following:

“Total loss” means a “loss” in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph **A.2.** Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered “auto” classified and rated as a private passenger type, “light truck” or “medium truck” is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.

- b. For “light trucks”, we will pay up to \$50 per disablement. “Light trucks” are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

- c. For “medium trucks”, we will pay up to \$150 per disablement. “Medium trucks” are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a.**, Coverage Extension of SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an “auto” because of “accident” or “loss”, to an “auto” for which we also pay a “loss” under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the “accident” or “loss” to the covered “auto.”
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered “auto”.
- d. This coverage does not apply unless you have a business necessity that other “autos” available for your use and operation cannot fill.
- e. If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include “personal effects” as defined in provision **11**.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, we will pay for the expense of returning a stolen covered “auto” to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an “auto” you own and that “auto” is stolen, we will pay, without application of a deductible, up to \$600 for “personal effects” stolen with the “auto.”

The insurance provided under this provision is excess over any other collectible insurance.

- B. SECTION V – DEFINITIONS** is amended by adding the following:

For the purposes of this provision, “personal effects” mean tangible property that is worn or carried by an insured.” “Personal effects” does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for “loss” relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer’s warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS**, exception paragraph **a.** to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusion **4.c.** and **4.d.** do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered “auto” at the time of the “loss” and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto” and physical damage coverages are provided for the covered “auto”; or

If the “loss” occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph **C.**, LIMIT OF INSURANCE of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a “total loss” to a covered “auto” owned by or leased to you in any one “accident” is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered “auto” is subject at the time of the “loss” less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the “loss”,
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a “Balloon Loan”,
 - f. The dollar amount of any unrepaired damage which occurred prior to the “total loss” of a covered “auto”,
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered “auto”,
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the “loss”.

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the “loss”. This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered “auto” that incurred the loss serves as collateral, or lease written on the covered “auto” that incurred the loss.

- C. SECTION V – DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

“Total loss” means a “loss” in which the cost of repairs plus the salvage value exceeds the actual cash value.

A “balloon loan” is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to “loss” caused by collision to such covered “auto” of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the “auto” is designed to carry while it is:

- a. In the charge of an “insured”;
- b. Legally parked; and
- c. Unoccupied.

The “loss” must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered “auto” must exceed the deductible shown in the Declarations.

This provision does not apply to any “loss” if the covered “auto” is in the charge of any person or organization engaged in the automobile business.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when it is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. Member, if you are a limited liability company;
 4. An executive officer or the “employee” designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the “accident” or “loss” took place;
- (2) The “insureds” name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an “accident” or “loss”, our rights are waived also.

20. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For “autos” hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured’s responsibility to pay for damages is determined in a “suit”, on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an “auto” hired, leased, rented or borrowed with a driver.

SECTION V – DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V – DEFINITIONS, definition **C.** is replaced by the following:

“Bodily injury” means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.**– CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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City Of Edgewood Council Agenda Summary Sheet

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SUBJECT: 2019-2024 Transportation Improvement Program (TIP) Update	Agenda Item #:	AB18-0525
	For Agenda of:	August 14, 2018
	Prepared by:	Jeremy Metzler
ATTACHMENTS (list): ☒ Ordinance No. 18-0525 ☒ 2019-2024 TIP (Budget Spreadsheet)		
Approval of Materials:		
Mayor, Daryl Eidinger	☒	Expenditure Required: N/A
Asst. City Administrator, Dave Gray	☒	Amount Budgeted: N/A
City Attorney, Carol Morris	☒	Appropriation Required: N/A
City Clerk, Rachel Pitzel	☒	Timeline: Ordinance Adoption – August 14, 2018
Community Development Director, Darren Groth	☐	
Public Works, Jeremy Metzler	☒	
Fiscal Note/Consideration: As the Transportation Improvement Program (TIP) is a component of the annual budgeting process, the anticipated impacts to the City's budget and General Fund are outlined therein. TIPs are planning documents that express the Council's desires for future transportation improvements within the City. Local agency TIPs are also utilized by State and other planning agencies, for evaluating projects on a regional scale and consideration for outside funding resources. The TIP is not a final budget document; this is reserved for the actual budget that is adopted by the City Council towards the end of the City's fiscal year.		
SUMMARY STATEMENT: The City is required to put together a Transportation Improvement Program (TIP), in accordance with RCW 35.77.010 and the Transportation Element of the City's adopted Comprehensive Plan. The TIP outlines the projects, their estimated costs, anticipated timelines for work, and the expected funding sources. These plans serve as the guiding documents for Staff to implement as resources are made available through City financial resources or other identified funding sources (<i>i.e. TIB, WSDOT funding, other grants, loans, etc.</i>). The attached plan represents Staff's recommendation with Council's guidance, as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. <u>A few updates since the last review of this item:</u> Project No. 8 has been updated to accurately reflect the pending TIB grant for sidewalk connections on 24 th and Meridian, design efforts for Project Nos. 4 and 5 have been pushed back one more year, and the REET Fund forecast has been updated to reflect currently robust revenues and minimize General Fund impact.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: Staff recommends that the City Council move to adopt Ordinance No. 18-0525, an Ordinance that adopts the City's Transportation Improvement Program (TIP) for the years 2019-2024 as required of cities planning under the States' Growth Management Act. ALTERNATIVES TO RECOMMENDED ACTION: 1) Do Not Adopt 2) Forward to Study Session for further review		

ORDINANCE NO. 18-0525

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO STREETS AND TRANSPORTATION, ADOPTING THE 2019-2024 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN.

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

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

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

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

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

WHEREAS, per RCW 35.77.010, a public hearing was held on July 24th, 2018 on the proposed updates to the Transportation Improvement Plan;

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

Section 1. The City Council does hereby adopt the 2019-2024 Six-Year Transportation Improvement Plan (TIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

Section 2. Effective Date. This Ordinance will take effect five days after publication as required by law.

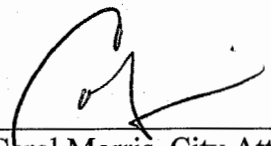
ADOPTED THIS 14TH DAY OF AUGUST, 2018.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



Carol Morris, City Attorney

Date Published: August 16, 2018
Effective Date: August 21, 2018

Exhibit A
2019-2024 Transportation Improvement Plan (TIP)

Transportation Improvement Program (TIP)
Years 2019-2024

TIP Project No.	Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
		Prior Years (Actual)	2018 Estimate	2019	2020	2021	2022	2023	2024	Future Years		
1	Meridian Ave E / 32nd St E Intersection improvements	\$ -	\$ -	\$ 60,000	\$ 340,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 650,000	Coordinate inersection design with WSDOT (signal?), make pedestrian ADA upgrades. (50% TIF Eligible)
2	Meridian Ave E (SR-161) Preliminary Design	\$ -	\$ -	\$ 120,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,000	Complete corridor study and preliminary design of cross section and supporting intersection treatments. (100% TIF Eligible)
3	Emergency Road Repair <i>(Weather Related)</i>	N/A	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	N/A	\$ 150,000	Road failures associaed with severe weather events, wear and tear from freeze/thaw events and other causes.
4	Edgewood Drive Safety Improvements	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 1,200,000	\$ 250,000	\$ -	\$ -	\$ 1,700,000	Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (20% TIF Eligible)
5	Chrisella Road East Safety Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 1,700,000	\$ 750,000	\$ -	\$ 2,700,000	Improve pavement markings, signage, lighting, sight distance; improve intersection with 36th Street East and possible traffic calming measures. (20% TIF Eligible)
6	Citywide Road Preservation Program	N/A	\$ 250,000	\$ 260,000	\$ 270,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	N/A	\$ 1,960,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and digout repairs are included.
7	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000	Develop approximately 1.05 miles as a trail from 114th Avenue East to the City of Pacific.
8	Citywide Pedestrian Mobility and Safety Improvements <i>(Highest Priority)</i>	N/A	\$ 20,000	\$ 225,000	\$ 1,200,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	N/A	\$ 1,845,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study (20% TIF Eligible)
9	Meridian Interconnect Signalization Project	\$ -	\$ -	\$ 50,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000	Meridian interconnect signalization project. (100% TIF Eligible)
10	Citywide Traffic Safety Program	N/A	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	N/A	\$ 140,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstrucion of ADA deficiencies.
11	Citywide Road Maintenance Program (Traffic)	N/A	\$ 55,000	\$ 70,000	\$ 72,100	\$ 74,263	\$ 76,491	\$ 78,786	\$ 81,149	N/A	\$ 507,789	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
Annual Totals		\$ -	\$ 345,000	\$ 830,000	\$ 2,687,100	\$ 999,263	\$ 1,961,491	\$ 2,548,786	\$ 1,286,149	\$ -	\$ 10,657,789	
				Proposed 6-Year Program Total:				\$ 10,312,789				

TIB Funding:		\$ -	\$ 113,630	\$ 636,370	\$ 20,000	\$ 920,000	\$ 207,500	\$ 20,000		\$ 1,917,500	2019/2020: Sidewalk connections (24th/Meridian) Applications for 2023/2024 due in 2020 2019/2020: SRTS (119th), Ped (Meridian)
STP/CMAQ Funding (PSRC/PCRC):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,385,000	\$ 600,000		\$ 1,985,000	
WSDOT Funding:		\$ -	\$ 112,200	\$ 417,600	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 829,800	
Public Works Trust Fund Loan:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total Unidentified Grant Funds:		\$ -	\$ -	\$ 80,000	\$ 200,000	\$ 150,000	\$ 150,000	\$ 150,000		\$ 730,000	
Total Anticipated Grant Funding:		\$ -	\$ 225,830	\$ 1,133,970	\$ 295,000	\$ 1,145,000	\$ 1,817,500	\$ 845,000		\$ 5,462,300	
Total City Funds Needed:		\$ 345,000	\$ 604,170	\$ 1,553,130	\$ 704,263	\$ 816,491	\$ 731,286	\$ 441,149		\$ 5,195,489	
Traffic Impact Fees		\$ 4,000	\$ 149,000	\$ 882,000	\$ 195,000	\$ 310,000	\$ 410,000	\$ 170,000		\$ 2,120,000	
REET Funds		\$ 341,000	\$ 455,170	\$ 671,130	\$ 450,000	\$ 450,000	\$ 275,000	\$ 250,000		\$ 2,892,300	
Surface Water Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
General Fund		\$ -	\$ -	\$ -	\$ 59,263	\$ 56,491	\$ 46,286	\$ 21,149		\$ 183,189	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 8/9/2018



City Of Edgewood
Council Agenda Summary Sheet

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SUBJECT: Establishing a procedure for the payment of fees and taxes under protest		Agenda Item #:		18-0425
		For Agenda of:		August 14, 2018
		Prepared by:		Carol Morris
ATTACHMENTS (list): ☒ Resolution No. 18-0425				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$0	
City Attorney, Carol Morris	☒	Appropriation Required:	\$0	
City Clerk, Rachel Pitzel	☒	Timeline: N/A		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☐			
Fiscal Note/Consideration:				
No fiscal impact. If fees or taxes are paid under protest, the City would be required to set up a separate interest bearing account.				
SUMMARY STATEMENT:				
A fee payer or taxpayer may choose to pay the fee or tax under protest during the pendency of an appeal of the fee or tax. If the fee payer or taxpayer simply pays the tax or fee without establishing that the fee/tax is paid under protest <u>pursuant to an appeal</u> (either administrative or judicial), the City will assume that it is paid voluntarily. The attached resolution establishes the procedure for a tax or fee payer to follow when paying the fee or tax under protest. It is not a substitute for the appeal that must be filed by the fee or tax payer.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION: MOTION to pass Resolution No. 18-0425, establishing a procedure for the payment of fees and/or taxes under protest.				
ALTERNATIVES TO RECOMMENDED ACTION:				
1) Do not adopt				
2) Forward to Study Session for further review				

RESOLUTION NO. 18-0425

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, ESTABLISHING A PROCEDURE FOR PAYMENT OF TAXES AND/OR FEES UNDER PROTEST.

WHEREAS, the City imposes various taxes and fees on property owners and developers; and

WHEREAS, these taxes and fees may be challenged administratively and/or judicially, either through procedures established in the Edgewood Municipal Code or the courts; and

WHEREAS, the City acknowledges that taxpayers or fee-payers must preserve their right to seek a refund through the administrative and/or judicial process by making payment under protest, otherwise the tax or fee is considered to be voluntarily paid; and

WHEREAS, the City Council desires to establish a procedure for the payment of taxes/fees under protest;

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

Section 1. Requirements for Payment Under Protest.

A. *Introduction.* This Resolution explains the procedures to be followed by taxpayers and fee-payers seeking to bring an action in court for a tax refund, or an administrative appeal before the City, in order to obtain a determination on the imposition or amount of a tax or fee (*i.e.*, an impact fee). The intent of this Resolution is to clarify the rights and responsibilities of taxpayer and fee-payers with respect to the payment of taxes and fees under protest. This Resolution does not explain the manner in which such court actions or administrative appeals may be filed, nor is it intended to provide legal advice.

B. *What Constitutes a Valid Protest.* In order to preserve a right to bring an action in court for refund of any tax paid, or to preserve a right to file an administrative appeal based on the amount of an impact fee, a taxpayer or fee-payer must, at the time of payment of the tax/fee, submit to the City Clerk a written protest, setting forth all of the grounds upon which the tax/fee, or any portion of the tax/fee is claimed to be unlawful or excessive. All of the reasons for the taxpayer's or fee-payer's belief that the tax paid is unlawful or excessive must be identified in the written protest. If the tax/fee is paid in two or more installments, each payment must be accompanied by a written protest or the first written protest must indicate that it is a continuing protest with respect to the tax payable for the entire year. A statement on a check or money order that the tax/fee is paid under protest is not sufficient to preserve the right to seek a refund of the tax/fee paid to the City. Any tax paid without a separate written protest, as provided in this Section B, is considered to be voluntarily paid and nonrefundable.

C. *What Taxes or Fees May Be Included.* No protest accompanying a tax/fee payment shall be deemed to include a payment under protest of taxes/fees due for any time periods other than as described in the written protest, or for previously issued permits.

D. *Sufficiency of Protest.* The written protest is intended to provide notice of the dispute and also the grounds upon which the taxpayer/fee-payer bases the protest. However, it is not a substitute for an appeal (administrative or judicial) of the tax or fee. The taxpayer/fee-payer should obtain legal advice regarding such appeals.

E. *Interest.* Interest shall accrue on taxes or fees paid under protest to the City at the Local Government Investment Pool (LGIP) interest rate for the period covered.

F. *Refunds.* At the termination of the appeal process before a body/court with jurisdiction, the City Attorney shall review the decision to determine whether the tax/fee paid under protest must be refunded or retained by the City, together with any interest.

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

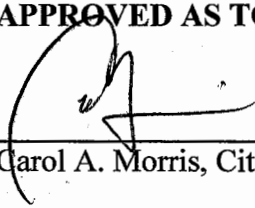
PASSED THIS 14TH DAY OF AUGUST, 2018

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



Carol A. Morris, City Attorney