



CITY OF EDGEWOOD REGULAR COUNCIL MEETING AGENDA

January 22, 2019 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance, Roll Call, Additions/Deletions

2. AUDIENCE COMMENT

3. MAYOR'S REPORT

4.  **CONSENT AGENDA:** *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 January 8, 2019,
- B. Study Session Meeting Minutes of January 15, 2019.
- C. **AB19-003**, a motion December 2018 (Period 13-2) and January 2019 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 \$85,193.35; and Vendor Check Numbers 23648 through 23675 with EFT and Direct Pay Payments in the amount of \$145,357.49. Authorization adjustment in the amount of <\$25.00> for void check number 23647. Total distributions submitted for review & authorization in the amount of \$230,525.84.
- D.  **AB19-0443**, a motion to adopt Resolution No. 19-0443, authorizing the Mayor to execute a purchase service agreement with Bob's Property Solutions for on-call tree removal & mitigation
- E.  **AB19-0444**, a motion to adopt Resolution No. 19-0444, authorizing the Mayor to purchase eight hundred thirty-three thousand dollars of government backed securities as authorized in RCW 39.59, from the Strategic Reserve fund with a maturity not to exceed three years

5. COUNCIL BUSINESS

- A.  **AB19-004**, confirming the Mayoral recommendation of Scott Kilmer, Positon No. 1 to the City of Edgewood Economic Development Advisory Board with term ending on June 30, 2019.
- B.  **AB19-0540**, a motion to adopt Ordinance No. 19-0540, relating to junk vehicles, defining junk vehicles and public nuisances relating to junk vehicles, describing exemptions, providing for investigation and enforcement, listing the contents of a notice of violation, allowing the vehicle owner to request a hearing before the Pierce County District Court, allowing the court to require the removal and disposal of the vehicle as provided in RCW 46.55.230 and imposing a cleanup restitution payment on the vehicle owner, making the abandonment of a junk vehicle on property a gross misdemeanor, adding a new Chapter 8.08 to the Edgewood Municipal Code, amending EMC 8.05.050 to repeal the adoption of Pierce County Municipal Code Chapter 8.08 and 8.09 by reference, adopting RCW 46.55.230 by reference

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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.

- C.  **AB19-0541**, a motion to adopt Ordinance No. 19-0541, relating to public nuisances, defining public nuisances and chronic nuisance properties, providing for investigation and enforcement, listing the contents of a notice of chronic nuisance property, requiring that persons responsible for chronic nuisance properties respond to such notices and enter into abatement agreements with the city in order to prevent further abatement enforcement, allowing the City Attorney to file nuisance actions in superior court to abate chronic nuisance properties, describing penalties for maintaining nuisances and for failing to respond or cooperate with the city's abatement attempts, adding a new Chapter 8.09 to the Edgewood Municipal Code

6. COUNCIL COMMENTS

7. ADJOURN



CITY OF EDGEWOOD REGULAR COUNCIL MEETING SUMMARY

January 8, 2019 – 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. Deputy Mayor Christopherson led the attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger, Councilmember Mark Creley, Deputy Mayor Tyron Christopherson, Councilmember Ryan Day, Councilmember Stephanie Hunter, Councilmember Roseanne Tomin, Councilmember Nate Lowry.

Excused: Councilmember John C. West.

Staff Present: Assistant City Administrator Dave Gray, Deputy City Clerk Jill Schwerzler-Herrera, Community Development Director Darren Groth, Public Works Director Jeremy Metzler, Police Chief Micah Lundborg.

Additions/Deletions to the Agenda

There were no additions or deletions to the agenda.

2. AUDIENCE COMMENT

There were no audience comments.

3. MAYOR'S REPORT

Mayor Eidinger spoke about the following:

- He expressed that he hoped everyone had a great time off during the holidays and noted with the New Year and we have a lot of business and projects on our plates for 2019.
- He recapped the last few weeks, a couple major weather incidents that have affected trees and power in our city:
 - He noted a large area of the city with power outages: Chrisella Road closed at 48th and, 106th closed at 32nd - both are awaiting utility repairs.
 - Nelson Nature Park closed as we had trees down that were a danger to walkers, we just had a couple more cottonwoods fall so more work is necessary and the park is closed.
- Jeremy Metzler and Mayor Eidinger met with Don Nelson to talk about the future move of the Edgewood Windmill, in preparation for construction of the new park. He noted although it is not an element of Phase 1 construction, it could be in our best interest to be prepared if we can work out the logistics.
- Darren Groth and Mayor Eidinger met with representatives of Pierce County Libraries and contractors who will be working on the project across 24th from City Hall, to look at the option of moving the local library to that site. He noted it is still in the very preliminary stages and understand that many factors will determine who will use the commercial space that will be located there.

- City staff also met with a Verizon contractor to look at the possibility of locating a tree shaped cell tower on the west side of the Nelson Farm property to improve cell communications in our region.
- He reminded folks of movie night this Friday, “Peter Rabbit”.

Public Works Director Metzler briefed on the following:

- City-wide road closure updates.
- Information discussed at the Institute of Transportation Engineers conference he attended.

Community Development Director Groth briefed on the following:

- Economic Development Advisory Board meeting agenda and content.

Chief Lundborg briefed on the following:

- Crime incidents;
- Pierce County Sheriff’s Department unveiled a memorial and the renaming of their Firearms Training Center; The Deputy Daniel McCartney Firearms Training Center after Deputy Daniel McCartney who lost his life in the line of duty last year.
- The Citizen Radar program has been successful. Some who have checked out radars have been pleasantly surprised to find cars weren’t going as fast as they had originally thought they were.

4. CONSENT AGENDA

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

The following items are presented for Council approval:

- A. Regular City Council Meeting Minutes of December 11, 2018,
- B. Study Session Meeting Minutes of December 8, 2018.
- C. **AB19-001**, a motion Approving December 2018 and January 2019 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 \$182,337.85; and Vendor Check Numbers 23609 through 23647 with EFT Payments in the amount of \$1,603,475.74. Total distributions submitted for review & authorization in the amount of \$1,785,813.59.
- D. **AB19-0440**, a motion to adopt Resolution No. 19-440, authorizing the Mayor to sign a Sanitary Sewer Easement for the Edgewood Heights Apartment project located at the northeast corner of the intersection of Meridian Avenue East (SR 161) and 20th Street East in Edgewood
- E. **AB19-0441**, a motion to adopt Resolution No. 19-0441, relating to the proposed sidewalk project along 24th and Meridian, authorizing the Mayor to execute the Transportation Improvement Board (TIB) Grant Agreement for related design and construction services
- F. **AB19-0442**, a motion to adopt Resolution No. 19-0442, authorizing the execution of a contract with Thomson Reuters for the provision of Computerized Legal Research Services (Westlaw) for use by the City Attorney for a period of thirty-six months at a rate of \$250.00 per month.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Hunter, **Seconded by** Deputy Mayor Christopherson

Motion passed unanimously (6-0).

5. COUNCIL BUSINESS

A. AB19-002, a motion approving the Office Manager job description.

Motion: As Read, **Action:** Approve, **Moved by** Deputy Mayor Christopherson, **Seconded by** Councilmember Tomin

Motion passed unanimously (6-0).

6. COUNCIL COMMENTS

Assistant City Administrator Gray briefed the council on the new Family Medical Leave requirements. Council's direction was to absorb the cost of the 2019 plan and then reevaluate after the first year.

Councilmember Creley asked since the proceeds from sales tax were higher than budgeted could those additional funds be used towards the storm water management plan instead of raising the storm water rates another 20% to make up difference.

He inquired as to when video recordings of council meetings would be available.

Deputy Mayor Christopherson proposed if meetings are to be televised council should entertain the idea of setting a dress code in order to better represent the community.

Councilmember Lowry inquired about the legal hours for fireworks on New Year's Eve.

Councilmember Tomin volunteered to write the Council Highlights article for the spring edition of the Edgewood Magazine.

7. EXECUTIVE SESSION

There was no executive session.

8.ADJOURN

Mayor Eidinger adjourned the meeting at 7:32 pm.

Jill S. Herrera, Deputy City Clerk

Daryl Eidinger, Mayor



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION SUMMARY**

January 15, 2019 – 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, Deputy Mayor Tyron Christopherson, Councilmember Stephanie Hunter, Councilmember Roseanne Tomy, Councilmember Nate Lowry. **Excused:** Councilmember Ryan Day.

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

2. COUNCIL BUSINESS

Mayor Eidinger announced he is adding two items to the agenda to be discussed after item E. One is public nuisance and the other addresses junk vehicles.

A. Interviews – Economic Development Advisory Board Interviews
Community Development Director Darren Groth discussed the process and noted in an effort to reestablish the EDAB, the City has accepted applications for membership for approximately the past 12 months. The applications resulted in six successful candidates receiving mayoral appointment and City Council confirmation. Those six candidates, named on the attached EDAB roster, were convened for their first meeting on December 17, 2018. A second EDAB meeting was held on January 7, 2019 with only six of the seven members appointed to the board. Two candidates applied for the remaining positions and are scheduled to be interviewed. City Clerk Pitzel was notified that afternoon that one of the applicants withdrew his application due to the meetings now being held on a Monday and it conflicts with his schedule. He noted it is his hope to fill the last remaining vacancy. He noted the successful candidate would be filling a currently vacant term that is scheduled to expire on June 30, 2019. The board member confirmed to Position 1 would have the option to seek reappointment in June to serve a full two-year term.

He introduced Mr. Kilmer, and Council asked the following questions:

1. CM Creley question – “Please give an example of what type of business Edgewood should have, or what is needed here”
2. CM Day question – “What do we as a community need that we don’t already have that prevents businesses from locating here so far”
3. DM Christopherson question – “How would you reach out to a business to encourage them to come to Edgewood and be relevant to the changes of today”
4. CM Hunter question – “Council has discussed previously mixed-use residential business on top with retail below, what is your vision for our cities town center”
5. CM Tomy question – “How would you describe our city to a stranger on a plane”

6. CM Lowry question – “Currently online sales continue to soar including even groceries now, while brick and mortar business continues to decline with some even closing their doors. Given Edgewood residents desire to see more retail offerings how would you propose to bridge this gap”

B. Presentation – Region 5 Hazard Mitigation Plan

Police Chief Micah Lundborg introduced Debbie Bailey from the Department of Emergency Management who discussed they are updating the Region 5 Hazard Mitigation Plan and this is a notification process that must be done advising fold that the review process has begun and an approval to go through with the update process is needed. She noted that in the following year, once the mitigation plan is completed, the city would have to adopt a resolution approving the plan.

Discussion followed between staff and the Council.

C. Discussion – Development Review

Community Development Director Darren Groth discussed the materials have again been updated to reflect improvements in the reporting and database use. The focus in the past month was cleaning up and closing older records to improve the accuracy of the pending projects list and mapping. He discussed the fees in SmartGov and showed the construction valuation report and the Revenues totals by department.

Discussion Followed between staff and the Council.

D. Discussion – Repurchasing Government Securities

Assistant City Administrator Dave Gray briefed Council on this agenda item. He noted Council approved the 2019 Budget with an appropriation to transfer \$333,333.00 to the Strategic Reserve Fund from the General Fund Free Cash Balance with the intent to earn a higher return on free cash through the continuation of the City’s Government Securities Bond Purchase Plan. The additional \$500,000 has been held in the Strategic Reserve Fund and would be a reinvestment of previously invested funds.

Discussion followed between staff and the Council.

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

E. Discussion – Bob’s Property Solution Contract

Assistant City Administrator Dave Gray briefed Council on this agenda item. He noted the annual maintenance budget assumes a number of contingencies for unplanned events as well as regular maintenance. It is assumed Bob’s Property Solutions costs in a given year for tree removal and mitigation would not exceed \$25,000 as part of the overall maintenance line items for roads, surface water & parks. Should that occur and other costs could not be abated or deferred, a budget amendment may be required. A public works contract let, that included tree removal or mitigation would be part of that public works project and would be bid as part of the project. Public Works activity would not fall under this tree removal and mitigation contract.

Discussion followed between staff and the Council.

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

F. Discussion – Junk Vehicles Ordinance

City Attorney Carol Morris briefed Council on this agenda item. She noted the city adopted Chapter 8 of the Pierce County code, and she noted PC does not comply with statute and this is why these ordinances are moving forward to council.

Discussion followed between staff and the Council.

Council action: Council recommended staff to bring this forward to the next regular council meeting for action.

G. Discussion – Public Nuisance Ordinance

City Attorney Carol Morris briefed Council on this agenda item.

Discussion followed between staff and the Council.

Council action: Council recommended staff to bring this forward to the next regular council meeting for action.

H. OTHER COUNCIL ISSUES

Mayor Eidinger noted the joint meeting with the PRAB, EDAB and PC – training will start at 6pm for those of you who need to be up on the OPMA and Land Use training.

Councilmember Tomyn noted movie night was a great success.

Councilmember Hunter noted she received a call from Pam Roach office regarding jail space for homeless. She asked that each councilmember due their due diligence on this issue.

Councilmember Hunter noted they would be moving to Minnesota, she is not sure of the timeline of when she will be moving, but wanted to notify everyone when that time comes.

Councilmember Tomyn reminded folks that Connect over Coffee is at Starbucks this Saturday from 8:30-10am.

I. ADJOURN

Mayor Eidinger adjourned the meeting at 8:09pm.

Rachel Pitzel, City Clerk

Daryl Eidinger, Mayor

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10607 Last Number Issued Previous Authorization			
<u>DCP EFT 1/15/19</u>	Deferred Compensation Program	1/15/2019	\$9,201.61
<u>Direct Deposit Run -</u>	Payroll Vendor	1/15/2019	\$51,431.44
<u>DRS EFT 1/15/19</u>	Dept of Retirement Systems	1/15/2019	\$12,593.31
<u>IRS 941 EFT 1/15/19</u>	IRS 941	1/15/2019	\$7,906.39
<u>Q4 2018 L&I EFT</u>	Dept of Labor & Industry	1/15/2019	\$4,060.60
Total			\$85,193.35

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
23647 Last Number Issued Previous Authorization			
<u>23648</u>	AHBL	1/22/2019	\$7,786.54
<u>23649</u>	City of Fife	1/22/2019	\$37,720.72
<u>23650</u>	City of Sumner	1/22/2019	\$536.00
<u>23651</u>	Code Publishing Inc.	1/22/2019	\$556.78
<u>23652</u>	Copiers Northwest	1/22/2019	\$54.62
<u>23653</u>	East Pierce Fire & Rescue	1/22/2019	\$6,382.89
<u>23654</u>	Lakehaven Water & Sewer District	1/22/2019	\$98.80
<u>23655</u>	Les Schwab Tire Center	1/22/2019	\$479.49
<u>23656</u>	Office of the Code Reviser	1/22/2019	\$42.77
<u>23657</u>	Philips Publishing Group	1/22/2019	\$5,454.60
<u>23658</u>	Raedeke Associates, Inc.	1/22/2019	\$1,188.00
<u>23659</u>	Metzler, Jeremy W	1/22/2019	\$24.53
<u>23660</u>	Smarsh, Inc.	1/22/2019	\$262.45
<u>23661</u>	The News Tribune	1/22/2019	\$726.13
<u>23662</u>	Transpo Group	1/22/2019	\$4,865.00
<u>23663</u>	Utilities Underground Location Center	1/22/2019	\$119.97
<u>23664</u>	WA State Treasurer	1/22/2019	\$710.00
<u>23665</u>	Bob's Property Solutions, Inc.	1/22/2019	\$5,041.66
<u>23666</u>	Century Link	1/22/2019	\$125.18
<u>23667</u>	Code Publishing Inc.	1/22/2019	\$480.00
<u>23668</u>	Daryl Eiding	1/22/2019	\$80.90
<u>23669</u>	Fife Milton Edgewood Chamber of Commerce	1/22/2019	\$25.00
<u>23670</u>	Harold's Plumbing	1/22/2019	\$1,759.55
<u>23671</u>	International Institute of Municipal Clerks	1/22/2019	\$330.00
<u>23672</u>	Pierce County Budget & Finance PW	1/22/2019	\$32,762.89
<u>23673</u>	Puget Sound Clean Air Agency	1/22/2019	\$7,655.00
<u>23674</u>	Carol Morris	1/22/2019	\$483.00
<u>23675</u>	Sandi Phillips	1/22/2019	\$1,184.40
<u>Direct Pay Payment</u>	Amazon Capital Services	1/22/2019	\$176.64
<u>Direct Pay Payment</u>	Dude Solutions	1/22/2019	\$11,704.36
<u>Direct Pay Payment</u>	Northwest Landscape Services	1/22/2019	\$826.74
<u>EFT Payment 1/17/2019</u>	Mt. View-Edgewood Water Co.	1/22/2019	\$632.92
<u>EFT Payment 1/17/2019</u>	Puget Sound Energy	1/22/2019	\$6,993.62
<u>EFT Payment 1/17/2019</u>	Shell	1/22/2019	\$681.39
<u>EFT Payment 1/17/2019</u>	US Bank Corporate Payment System	1/22/2019	\$7,295.02
<u>EFT Payment 1/17/2019</u>	Wells Fargo Financial Leasing	1/22/2019	\$85.93
<u>EFT Payment 1/17/2019</u>	US Bank ACH/EFT	1/22/2019	\$24.00

Total Claims Voucher Distribution	\$145,357.49
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Total Distribution Submitted for Review & Authorization	\$230,550.84
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Authorization Adjustments: Void Check #23647	\$ (25.00)
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Total Distribution Net of Prior Authorized Adjustments	\$230,525.84
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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 as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Daryl Eiding

Council Member



Voucher Directory

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Fiscal : 2018 - December
Council Date : 2018 - December - Period 13-2

Vendor	Number	Reference	Account Number	Description	Amount
AHBL	23648		2018 - December - Period 13-2		
		111063			
			Dec Svcs-Prj 2180349.32		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$6,375.00
				On-Site Staffing Services	
		Total 111063			\$6,375.00
		111096			
			Dec Svcs-Prj 2180349.31		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,411.54
				Comp Plan Amend Review	
		Total 111096			\$1,411.54
	Total 23648				\$7,786.54
Total AHBL					\$7,786.54
Amazon Capital Services					
	Direct Pay Payment 1/17/2019 2:14:10 PM - 1		2018 - December - Period 13-2		
	1MD4-PPCT-6VHK				
			December Purchases		
			001-021-000-521-20-31-05	Supplies-Misc	\$176.64
				Tactical Backpacks	
		Total 1MD4-PPCT-6VHK			\$176.64
	Total Direct Pay Payment 1/17/2019 2:14:10 PM - 1				\$176.64
Total Amazon Capital Services					\$176.64
City of Fife					
	23649		2018 - December - Period 13-2		
		0145302			
			3rd Qtr 2018 IT Services		
			001-018-000-518-85-51-02	Contracted IT Services	\$8,279.87
		Total 0145302			\$8,279.87
		0145303			
			3rd Qtr 2018 Equipment Reimbursement		
			501-000-000-591-59-75-02	Security, Communication Upgrades	\$5,108.59
				Computers, AV Equipment, Monitors	
		Total 0145303			\$5,108.59

Vendor	Number	Reference	Account Number	Description	Amount
		0145378			
			4th Qtr 2018 IT Services		
			001-018-000-518-85-51-02	Contracted IT Services	\$6,251.30
		Total 0145378			\$6,251.30
		0145397			
			4th Qtr 2018 Equipment Reimbursement		
			001-014-000-518-80-49-03	Computer Subscriptions	\$7,269.11
				Liquid Files, Microsoft Software	
			001-014-000-594-14-64-03	Software - Computer	\$2,778.58
				Quest Rapid Recovery	
			501-000-000-591-59-75-02	Security, Communication Upgrades	\$7,856.57
				Computers, Monitors, Laptops	
		Total 0145397			\$17,904.26
		0145398			
			Q3 Equipment Reimbursement		
			501-000-000-591-59-75-02	Security, Communication Upgrades	\$176.70
				Wireless Access Points	
		Total 0145398			\$176.70
	Total 23649				\$37,720.72
Total City of Fife					\$37,720.72
City of Sumner					
	23650			2018 - December - Period 13-2	
		123118-COS			
			4th Qtr 2018 Animal License Fees		
			650-000-000-589-10-00-05	Animal Licenses	\$536.00
				4th Qtr 2018 Fees Collected	
		Total 123118-COS			\$536.00
	Total 23650				\$536.00
Total City of Sumner					\$536.00
Code Publishing Inc.					
	23651			2018 - December - Period 13-2	
		62185			
			December Updates		
			001-014-000-514-30-41-01	Professional Services	\$556.78
				EMC Updates	
		Total 62185			\$556.78
	Total 23651				\$556.78
Total Code Publishing Inc.					\$556.78

Vendor	Number	Reference	Account Number	Description	Amount
Copiers Northwest	23652			2018 - December - Period 13-2	
		INV1888783			
			10/14-1/13/19 Services		
			001-018-000-518-30-45-06	Copier Lease	\$54.62
				10/14-1/13/19 Copy Charges	
		Total INV1888783			\$54.62
Total 23652					\$54.62
Total Copiers Northwest					\$54.62
East Pierce Fire & Rescue	23653			2018 - December - Period 13-2	
		123118-EPFR			
			4th Qtr 2018 Fire Plan Review Fees		
			650-000-000-589-10-00-06	Fire Plan Review	\$6,382.89
				4th Qtr 2018	
		Total 123118-EPFR			\$6,382.89
Total 23653					\$6,382.89
Total East Pierce Fire & Rescue					\$6,382.89
Lakehaven Water & Sewer District	23654			2018 - December - Period 13-2	
		3574701 10/16/18-12/17/18			
			10/16-12/17/18 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$98.80
				City Hall	
		Total 3574701 10/16/18-12/17/18			\$98.80
Total 23654					\$98.80
Total Lakehaven Water & Sewer District					\$98.80
Les Schwab Tire Center	23655			2018 - December - Period 13-2	
		42700196676			
			December Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$479.49
				1999 Dodge Dakota-Tires, Oil Change	
		Total 42700196676			\$479.49
Total 23655					\$479.49
Total Les Schwab Tire Center					\$479.49
Mt. View-Edgewood Water Co.					
	EFT Payment 1/17/2019 2:20:26 PM - 1			2018 - December - Period 13-2	
		15563-3401 11/11/18-1/10/19			
			11/11/18-1/10/19 Services		
			001-018-000-518-30-47-02	Water	\$58.45

Vendor	Number	Reference	Account Number	Description	Amount
			1425 110th Ave E		
		Total 15563-3401 11/11/18-1/10/19			\$58.45
		2746-3401 11/11/18-1/10/19			
		11/11/18-1/10/19 Services			
		001-018-000-518-30-47-02	Water		\$317.42
			City Hall		
		Total 2746-3401 11/11/18-1/10/19			\$317.42
		2823-3401 11/11/18-1/10/19			
		11/11/18-1/10/19 Services			
		001-018-000-518-30-47-02	Water		\$56.85
			10311 22nd Ave E		
		Total 2823-3401 11/11/18-1/10/19			\$56.85
		2961-3401 11/11/18-1/10/19			
		11/11/18-1/10/19 Services			
		001-018-000-518-30-47-02	Water		\$100.10
			1800 Meridian		
		Total 2961-3401 11/11/18-1/10/19			\$100.10
		3796-3401 11/11/18-1/10/19			
		11/11/18-1/10/19 Services			
		001-018-000-518-30-47-02	Water		\$100.10
			1200 Meridian		
		Total 3796-3401 11/11/18-1/10/19			\$100.10
		Total EFT Payment 1/17/2019 2:20:26 PM - 1			\$632.92
		Total Mt. View-Edgewood Water Co.			\$632.92
Office of the Code Reviser					
	23656				
			2018 - December - Period 13-2		
		24729-1			
		RCW Books-Tax & Shipping			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$42.77
			RCW Books		
		Total 24729-1			\$42.77
		Total 23656			\$42.77
		Total Office of the Code Reviser			\$42.77
Philips Publishing Group					
	23657				
			2018 - December - Period 13-2		
		29686			
		Winter 2019 Magazine			
		001-018-000-518-20-49-05	Printing & Binding		\$5,454.60
			Winter 2019 Magazine		
		Total 29686			\$5,454.60
		Total 23657			\$5,454.60
		Total Philips Publishing Group			\$5,454.60

Vendor	Number	Reference	Account Number	Description	Amount
Puget Sound Energy					
		EFT Payment 1/17/2019 2:20:26 PM - 2	2018 - December - Period 13-2		
		300000011233 December 2018			
		November & December 2018 Statement			
		001-018-000-518-20-47-01	Electricity		\$3,591.10
		November 2018			
		001-018-000-518-20-47-01	Electricity		\$3,402.52
		December 2018			
		Total 300000011233 December 2018			\$6,993.62
		Total EFT Payment 1/17/2019 2:20:26 PM - 2			\$6,993.62
Total Puget Sound Energy					\$6,993.62
Raedeke Associates, Inc.					
	23658		2018 - December - Period 13-2		
		57753			
		December Services			
		001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv		\$1,188.00
		Mickelson Wetland Review			
		Total 57753			\$1,188.00
	Total 23658				\$1,188.00
Total Raedeke Associates, Inc.					\$1,188.00
Refunds/Reimbursements Vendor					
	23659		2018 - December - Period 13-2		
		011119	Jeremy W Metzler		
		December Mileage Reimbursement			
		001-018-000-518-20-43-01	Travel/Training Costs		\$24.53
		Total 011119			\$24.53
	Total 23659				\$24.53
Total Refunds/Reimbursements Vendor					\$24.53
Shell					
		EFT Payment 1/17/2019 2:20:26 PM - 3	2018 - December - Period 13-2		
		80000093974901			
		December Statement			
		001-018-000-518-30-32-01	Fuel		\$681.39
		Total 80000093974901			\$681.39
		Total EFT Payment 1/17/2019 2:20:26 PM - 3			\$681.39
Total Shell					\$681.39

Vendor	Number	Reference	Account Number	Description	Amount
Smarsh, Inc.	23660			2018 - December - Period 13-2	
		INV00449228			
			December Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$262.45
		Total INV00449228			\$262.45
	Total 23660				\$262.45
Total Smarsh, Inc.					\$262.45
The News Tribune	23661			2018 - December - Period 13-2	
		255556 12/3-12/30/18			
			12/3-12/30/18 Services		
			001-014-000-511-30-41-02	Legal Publications	\$526.82
				Legal Notice	
			001-058-000-558-60-41-08	Legal Notices/Publications	\$199.31
				Legal Notice	
		Total 255556 12/3-12/30/18			\$726.13
	Total 23661				\$726.13
Total The News Tribune					\$726.13
Transpo Group	23662			2018 - December - Period 13-2	
		22733			
			Dec Svcs-Prj 1.18149.00		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$4,865.00
				Parallel Road Needs Analysis	
		Total 22733			\$4,865.00
	Total 23662				\$4,865.00
Total Transpo Group					\$4,865.00
US Bank ACH/EFT					
	EFT Payment 1/17/2019 2:17:13 PM - 1			2018 - December - Period 13-2	
		010719-USBank			
			Dec 2018 Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$24.00
				Dec Safekeeping Fees	
		Total 010719-USBank			\$24.00
	Total EFT Payment 1/17/2019 2:17:13 PM - 1				\$24.00
Total US Bank ACH/EFT					\$24.00
US Bank Corporate Payment System					

Vendor	Number	Reference	Account Number	Description	Amount
EFT Payment 1/17/2019 2:20:26 PM - 4					
2018 - December - Period 13-2					
122618-USBank					
December Statement					
	001-013-000-513-10-43-01			Travel/Training Costs	\$610.00
				D.Groth-ICSC Conference-Daryl Eiding	
	001-013-000-513-10-43-01			Travel/Training Costs	\$50.00
				R.Pitzel-AWC-Mayors Exchange-Jan 2019	
	001-014-000-514-20-43-01			Training & Travel Costs	\$610.00
				D.Groth-ICSC Conference-Dave Gray	
	001-014-000-514-20-43-04			Meals Expense	\$50.00
				S.Goff-PSFOA-Lunch Meeting-Goff & Gray	
	001-014-000-514-20-49-01			Memberships	\$299.00
				J.Herrera-Pryor-Annual Seminar Training Fee	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$93.00
				S.Goff-DS Services-City Hall Water Delivery	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$54.20
				S.Goff-Amazon-Kleenex,Sponges,Dish Soap, Cell Supplies	
	001-018-000-518-20-31-01			Office & Operational Supplies	\$116.26
				S.Goff-Amazon-Cell Phone Cases, Screen Protectors	
	001-018-000-518-20-41-01			Professional Service	\$495.00
				R.Pitzel-ASCE-Sr Engineer Job Posting	
	001-018-000-518-20-41-01			Professional Service	\$49.00
				J.Herrera-SGR-Job Postings-Assoc Planner, Code Compliance	
	001-018-000-518-20-41-01			Professional Service	\$150.00
				R.Pitzel-AWC-Job Postings	
	001-018-000-518-20-42-02			Postage	\$6.70
				D.Eidinger-USPS-Certified Postage	
	001-018-000-518-20-49-01			Memberships	\$408.00
				J.Herrera-Survey Monkey-Annual Fee-Reversed in Jan 19	
	001-018-000-518-30-35-01			Small Tools/Minor Equip.	\$21.96
				D.Eidinger-Lowes-Tape Measurers	
	001-018-000-518-30-48-07			Maintenance & Repairs-Vehicles	\$352.00
				D.Eidinger-DetailsOnTheGo-Vehicle Detailing-City Vehicles	
	001-021-000-521-20-31-01			Office & Operational Supplies	\$957.32
				S.Goff-Galls-Trauma Supplies	
	001-021-000-521-20-35-01			Small Tools/Minor Equipment	\$499.96
				D.Eidinger-AEDLand-AED Batteries	
	001-021-000-521-70-35-01			Traffic Policing-Small Tools/Minor Equipment	\$199.80
				S.Goff-LaserLabs-Window Tint Meters	
	001-058-000-558-50-31-04			Office Publications	\$435.90
				C.McVay-WABO-Books	
	001-058-000-558-60-43-01			Training/Travel Costs	\$35.00
				J. Metzler-MRSC-Case Law Webinar	
	001-058-000-558-60-43-01			Training/Travel Costs	\$610.00
				D.Groth-ICSC Conference	

Vendor	Number	Reference	Account Number	Description	Amount
			001-058-000-558-60-43-01	Training/Travel Costs	\$35.00
				D.Groth-MRSC-Webinar	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$77.81
				H.Bowers-Northern Tool-Tow Behind Sprayer-Nozzle & Pump	
			101-000-000-542-90-31-10	Admin/Overhead-Outdoor Gear	\$33.86
				J.Privett-McLendons-Work Gloves	
			101-000-000-542-90-43-01	Travel/Training Costs	\$80.00
				J. Metzler-ITE-Safety Conference	
			410-000-000-531-38-43-01	Training/Travel Costs	\$75.00
				J.Metzler-WSU-Municipal SW Conference	
			501-000-000-591-59-75-03	City Equipment	\$890.25
				D.Eidinger-DOL-2014 Ford Escape-Licensing Fees	
			Total 122618-USBank		\$7,295.02
			Total EFT Payment 1/17/2019 2:20:26 PM - 4		\$7,295.02
Total US Bank Corporate Payment System					\$7,295.02
Utilities Underground Location Center					
	23663		2018 - December - Period 13-2		
		8120149			
			December Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$119.97
				Utility Locating Svs. for December	
			Total 8120149		\$119.97
			Total 23663		\$119.97
Total Utilities Underground Location Center					\$119.97
WA State Treasurer					
	23664		2018 - December - Period 13-2		
		123118-WST			
			4th Qtr 2018 Building Fees		
			650-000-000-589-10-00-04	State Bldg Code Fee	\$710.00
				4th Qtr 2018	
			Total 123118-WST		\$710.00
			Total 23664		\$710.00
Total WA State Treasurer					\$710.00
Grand Total		Vendor Count	23		\$82,812.88



Voucher Directory

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Fiscal : 2019 - January
Council Date : 2019 - January - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Bob's Property Solutions, Inc.					
	23665		2019 - January - 2nd Council Meeting		
		010819-BOB			
			January Storm Clean Up		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$2,733.76
				Storm Clean Up-122nd & 48th, Chrisella Rd E	
		Total 010819-BOB			\$2,733.76
		011019-BOB			
			January Storm Clean Up		
			001-076-000-576-80-41-01	Professional Services	\$1,615.53
				Nelson Park Storm Clean Up	
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$692.37
				Storm Clean Up-106th & 32nd Streets	
		Total 011019-BOB			\$2,307.90
	Total 23665				\$5,041.66
Total Bob's Property Solutions, Inc.					
Century Link					
	23666		2019 - January - 2nd Council Meeting		
		253-927-2018 680B 12/25-1/25/19			
			12/25-1/25/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$125.18
				Fax and Fire Alarm Line	
		Total 253-927-2018 680B 12/25-1/25/19			\$125.18
	Total 23666				\$125.18
Total Century Link					
Code Publishing Inc.					
	23667		2019 - January - 2nd Council Meeting		
		62254			
			2019 Web Hosting Fees		
			001-018-000-514-30-42-06	Website Services	\$480.00
		Total 62254			\$480.00
	Total 23667				\$480.00
Total Code Publishing Inc.					

Vendor	Number	Reference	Account Number	Description	Amount
Daryl Eidinger	23668			2019 - January - 2nd Council Meeting	
		010319-DE			
				January Expense Reimbursement	
			001-013-000-513-10-43-01	Travel/Training Costs	\$18.56
				Mileage Reimbursement	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$62.34
				Triple Tube Lights, Wire Harness	
		Total 010319-DE			\$80.90
	Total 23668				\$80.90
Total Daryl Eidinger					\$80.90
Dude Solutions					
	Direct Pay Payment 1/17/2019 2:28:30 PM - 1			2019 - January - 2nd Council Meeting	
	INV-38385				
				3/1/19-2/29/20 Services	
			001-018-000-518-85-49-03	Computer Subscriptions	\$11,704.36
				SmartGov	
		Total INV-38385			\$11,704.36
	Total Direct Pay Payment 1/17/2019 2:28:30 PM - 1				\$11,704.36
Total Dude Solutions					\$11,704.36
Fife Milton Edgewood Chamber of Commerce					
	23669			2019 - January - 2nd Council Meeting	
		2263			
				January Chamber Luncheon	
			001-013-000-513-10-43-04	Meals Expense	\$25.00
				Chamber Luncheon	
		Total 2263			\$25.00
	Total 23669				\$25.00
Total Fife Milton Edgewood Chamber of Commerce					\$25.00
Harold's Plumbing					
	23670			2019 - January - 2nd Council Meeting	
		57625B			
				January Services	
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$1,759.55
				Install Kitchen Sink in Basement	
		Total 57625B			\$1,759.55
	Total 23670				\$1,759.55
Total Harold's Plumbing					\$1,759.55

Vendor	Number	Reference	Account Number	Description	Amount
International Institute of Municipal Clerks					
	23671			2019 - January - 2nd Council Meeting	
		010719-ID 24227			
			2019 Membership-Rachel Pitzel		
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$195.00
		Total 010719-ID 24227			\$195.00
		010719-ID 31405			
			2019 Membership-J.Schwerzler-Herrera		
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$135.00
		Total 010719-ID 31405			\$135.00
	Total 23671				\$330.00
Total International Institute of Municipal Clerks					\$330.00
Northwest Landscape Services					
		Direct Pay Payment 1/17/2019 2:28:30 PM - 2		2019 - January - 2nd Council Meeting	
		RC000057785			
			January Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$826.74
		Total RC000057785			\$826.74
		Total Direct Pay Payment 1/17/2019 2:28:30 PM - 2			\$826.74
Total Northwest Landscape Services					\$826.74
Pierce County Budget & Finance PW					
	23672			2019 - January - 2nd Council Meeting	
		CI-262404			
			2019 SW Management Services		
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$32,762.89
		Total CI-262404			\$32,762.89
	Total 23672				\$32,762.89
Total Pierce County Budget & Finance PW					\$32,762.89
Puget Sound Clean Air Agency					
	23673			2019 - January - 2nd Council Meeting	
		19-036S			
			2019 Assessment-Acct EDGE002		
			001-018-000-518-90-49-51	Puget Sound Clean Air Dues	\$7,655.00
				Clean Air Assessment	
		Total 19-036S			\$7,655.00
	Total 23673				\$7,655.00
Total Puget Sound Clean Air Agency					\$7,655.00

Vendor	Number	Reference	Account Number	Description	Amount
Refunds/Reimbursements Vendor					
	23674			2019 - January - 2nd Council Meeting	
		011019-CM		Carol Morris	
			Expense Reimbursement		
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$483.00
				Law License-Annual Bar Dues	
		Total 011019-CM			\$483.00
	Total 23674				\$483.00
	23675			2019 - January - 2nd Council Meeting	
		011119-SP		Sandi Phillips	
			Travel Reimbursement		
			001-021-000-521-10-43-01	Training/Travel Costs	\$1,184.40
				Int'l Crime Free Assoc. Conference-San Diego	
		Total 011119-SP			\$1,184.40
	Total 23675				\$1,184.40
Total Refunds/Reimbursements Vendor					\$1,667.40
Wells Fargo Financial Leasing					
	EFT Payment 1/17/2019 2:28:18 PM - 1			2019 - January - 2nd Council Meeting	
	5005758100				
			2/4-3/3/19 Lease		
			001-018-000-518-30-45-06	Copier Lease	\$85.93
				Lexmark Printers	
		Total 5005758100			\$85.93
	Total EFT Payment 1/17/2019 2:28:18 PM - 1				\$85.93
Total Wells Fargo Financial Leasing					\$85.93
Grand Total		Vendor Count	13		\$62,544.61



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Bob's Property Solutions Agreement (Tree removal & mitigation services)		Agenda Item #:	AB19-0443
		For Agenda of:	January 22, 2019
		Prepared by:	Dave Gray
ATTACHMENTS (list): ☒ Resolution No. 19-0443 ☒ Agreement			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	<u>\$25,000/ Per Year</u>
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	<u>\$25,000/ Per Year</u>
City Attorney, Carol Morris	☒	Appropriation Required:	<u>\$25,000/ Per Year</u>
City Clerk, Rachel Pitzel	☒	Timeline: January 15, Study Session January 22, RCM Consent Agenda	
Community Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☒		
Police Chief, Micah Lundborg	☒		
Fiscal Note/Consideration: The annual maintenance budget assumes a number of contingencies for unplanned events as well as regular maintenance. It is assumed Bob's Property Solutions costs in a given year for tree removal and mitigation would not exceed \$25,000 as part of the overall maintenance line items for roads, surface water & parks. Should that occur and other costs could not be abated or deferred, a budget amendment may be required. A public works contract let, that included tree removal or mitigation would be part of that public works project and would be bid as part of the project. Public Works activity would not fall under this tree removal and mitigation contract.			
SUMMARY STATEMENT: Bob's has performed tree removal and mitigation for a number of years in Edgewood. He has performed work for emergency call out (a tree falling across the road or trail, widow makers (hanging trees) in the nature park or right-of-way) as well as small emergent maintenance projects in conjunction with city personnel ordinary maintenance. He has always been cost effective and most importantly has a very dependable track record of availability on short notice. Bob's is located in Puyallup, which provides a short response time. He works well with City maintenance personnel with a good safety record and ability to work independently to accomplish assigned task orders in a very timely manner.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-0443, authorizing the Mayor to execute a purchase service agreement with Bob's Property Solutions for on-call tree removal and mitigation.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review			

RESOLUTION NO. 19-0443

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE SERVICE AGREEMENT WITH BOB'S PROPERTY SOLUTIONS FOR ON-CALL TREE REMOVAL & MITIGATION

WHEREAS, the City Council is aware of the need for periodic and/or emergency tree removal or mitigation (liming/trimming); and

WHEREAS, Bob's Property Solutions has performed both emergency and maintenance tree removal and mitigation for the City in years past promptly and at a competitive cost; and

WHEREAS, the City sought and received cost and availability for on-call tree removal and mitigation services from several providers and determined it was in the interest of the City to utilize Bob's due to prior experience with costs that were reasonable and most importantly Bob's track record for availability during an emergency event.

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

Section 1. The Mayor is hereby authorized to execute a multi-year purchased services agreement with Bob's Property Solutions, attached hereto and incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 22ND DAY OF JANUARAY, 2019.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

PURCHASED SERVICES AGREEMENT FOR ORDINARY MAINTENANCE between the City of Edgewood and BOB'S PROPERTY SOLUTIONS, INC.

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and BOB'S PROPERTY SOLUTIONS, INC., a corporation organized under the laws of the State of Washington, located and doing business at 11012 Canyon Rd. E., STE 8-400, Puyallup, WA 98373 (hereinafter the "Vendor").

AGREEMENT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

Tree falling as requested by the City pursuant to a Work Order.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. The TERM of the agreement shall be three (3) years unless terminated pursuant to article VI.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00), including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

Charge for falling, chipping, removal and clean-up: \$437.50 Per Hour, with a Four (4) hour minimum per day called out.

Additional charges: Stump Grinder \$250/hour
Brush Mower \$500/hour

Vendor will submit invoice after work is complete.

The City will endeavor to process vendor's invoice promptly and in no instance will a properly authorized and presented invoice, that is not disputed, be paid later than 30 days after receipt.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

V. TERMINATION. Either party may terminate this Agreement with 30 days' notice, with or without cause, written notice at its address set forth on the signature block of this Agreement.

VI. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written change order request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the

equitable adjustment, the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VII. CLAIMS. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Vendor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Agreement that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.
- B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VIII. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

IX. WARRANTY. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

X. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XI. INDEMNIFICATION. Vendor 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 attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'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 provisions of this section shall survive the expiration or termination of this Agreement.

XII. INSURANCE. The Vendor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit B, attached and incorporated by this reference.

XIII. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Edgewood City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. Modification. No waiver, alteration, or 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 Vendor.

G. Entire Agreement. The written provisions and terms 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 this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

VENDOR:	CITY OF EDGEWOOD:
By: _____ (signature)	By: _____ (signature)
Print Name: <u>Bob Smith</u>	Print Name: <u>Daryl Eidinger</u>
Its <u>President</u>	Its <u>Mayor</u>
DATE: _____	DATE: _____

NOTICES TO BE SENT TO: VENDOR: Bob Smith Bob's Property Solutions, Inc. 11012 Canyon Rd. E., STE 8-400 Puyallup, WA 98373 253-651-7494	NOTICES TO BE SENT TO: CITY OF EDGEWOOD: City Clerk City of Edgewood 2224 104th Avenue East Edgewood, WA 98372-1513 (253)952.3299(telephone) cityclerk@cityofedgewood (email)
	APPROVED AS TO FORM: _____ City Attorney, Carol Morris

EXHIBIT B INSURANCE REQUIREMENTS

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.

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. 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, 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.

Revised 2/26/15

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.

Revised 2/26/15



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Government Securities Investment Bond Purchase through TVI.		Agenda Item #:	AB19-0444
		For Agenda of:	January 22, 2019
		Prepared by:	Dave Gray
ATTACHMENTS (list): ☒ Resolution No. 19-0444 ☒ TVI Investments City of Edgewood Current Investment Status Dashboard & Current Bond Investment Returns Data.			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$833,333.00
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$333,333.00
City Attorney, Carol Morris	☒	Appropriation Required:	\$333,333.00
City Clerk, Rachel Pitzel	☒	Timeline: January 15, Study Session January 22, RCM Consent Agenda	
Community Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☒		
Police Chief, Micah Lundborg	☒		
Fiscal Note/Consideration: Council Approved the 2019 Budget with an appropriation to transfer \$333,333.00 to the Strategic Reserve Fund from the General Fund Free Cash Balance with the intent to earn a higher return on free cash through the continuation of the City's Government Securities Bond Purchase Plan. The additional \$500,000 has been held in the Strategic Reserve Fund and would be a reinvestment of previously invested funds.			
SUMMARY STATEMENT: The purchase of government securities (one of few options for Cities to invest their unreserved cash balances) by the City of Edgewood is designed to help hedge the free cash balances maintained by the City against annual inflation. The cash is either a) cash used for float, where the City receives large cash revenues annually, semiannually or quarterly, while needing to pay bills twice each month; b) an immediate need for an unanticipated expenditure; or c) cash used to accumulate large balances for major City projects or large repairs & maintenance that can be forecast several years in advance (Capital Improvement Plan/Transportation Improvement Plan). The third need to accumulate cash is fairly predictive, requires multiple years to accumulate, and therefore is at a greater risk of buying power erosion due to inflation. This, and the long term reserve fund balance are the targets for inflation protection. The City currently uses TVI to coordinate purchases and sales of government securities and the Local Government Investment Fund sponsored and managed by the State of Washington for short term investments. The bond purchases have risk associated with needing to liquidate them prior to maturity (penalty) and in many cases may be callable which can interrupt the forecasted interest income designed as the inflation hedge. LGIP has daily liquidity and no penalty risk, but is quite susceptible to fluctuating market forces. Bonds are currently in the 3% range for one to three year terms, LGIP is currently in the 2% range. Both investment vehicles by law, can only participate in government backed securities.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-0444, authorizing the Mayor to purchase eight hundred thirty-three thousand dollars of government backed securities as authorized in RCW 39.59, from the Strategic Reserve Fund with a maturity not to exceed three years.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review			

RESOLUTION NO. 19-0444

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO PURCHASE EIGHT HUNDRED THIRTY-THREE THOUSAND DOLLARS OF GOVERNMENT BACKED SECURITIES AS AUTHORIZED IN RCW 39.59, FROM THE STRATEGIC RESERVE FUND WITH A MATURITY NOT TO EXCEED THREE YEARS

WHEREAS, the City expects to increase the balance of the Strategic Reserve Fund in 2019 to one million three hundred thirty-three thousand dollars (\$1,333,000) and;

WHEREAS, the City will enjoy a higher rate of return (approximately 3% vs 2%) by direct purchase of the same grade and kind of government securities the Local Government Investment Pool (LGIP) is currently investing in, and;

WHEREAS, the City does not consider investment income a revenue source for ongoing funding, it believes it is prudent to gain a reasonable rate of return as a hedge against inflation on funds kept for emergency and stabilizing purposes as an offset against unforeseen loss or unpredictable downturns in current economic factors as well as monies accumulated for long term capital projects, and;

WHEREAS, the City has used the services of TVI, a locally known and GFOA recognized Broker-Dealer representative located in Seattle, for bond purchase in the last six years,

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

Section 1. The Mayor is hereby authorized to purchase out of Strategic Reserve Funds, on behalf of the City of Edgewood, eight hundred thirty-three thousand (\$833,000) dollars of government backed securities offered through TVI Investments with maturity dates not to exceed three years from the date of execution, pursuant to the provisions of RCW 39.59, with the highest responsible rate of return in increments he deems to have the least early collection risk (staggered maturity dates).

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 22ND DAY OF JANUARY, 2019.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Public Funds Investing Overview

What's Typical?

- U.S. Government Agency Bonds (such as Fannie Mae, Freddie Mac, etc.)
- U.S. Treasury Notes
- U.S. Treasury Bills
- Local Government Investment Pool (LGIP)

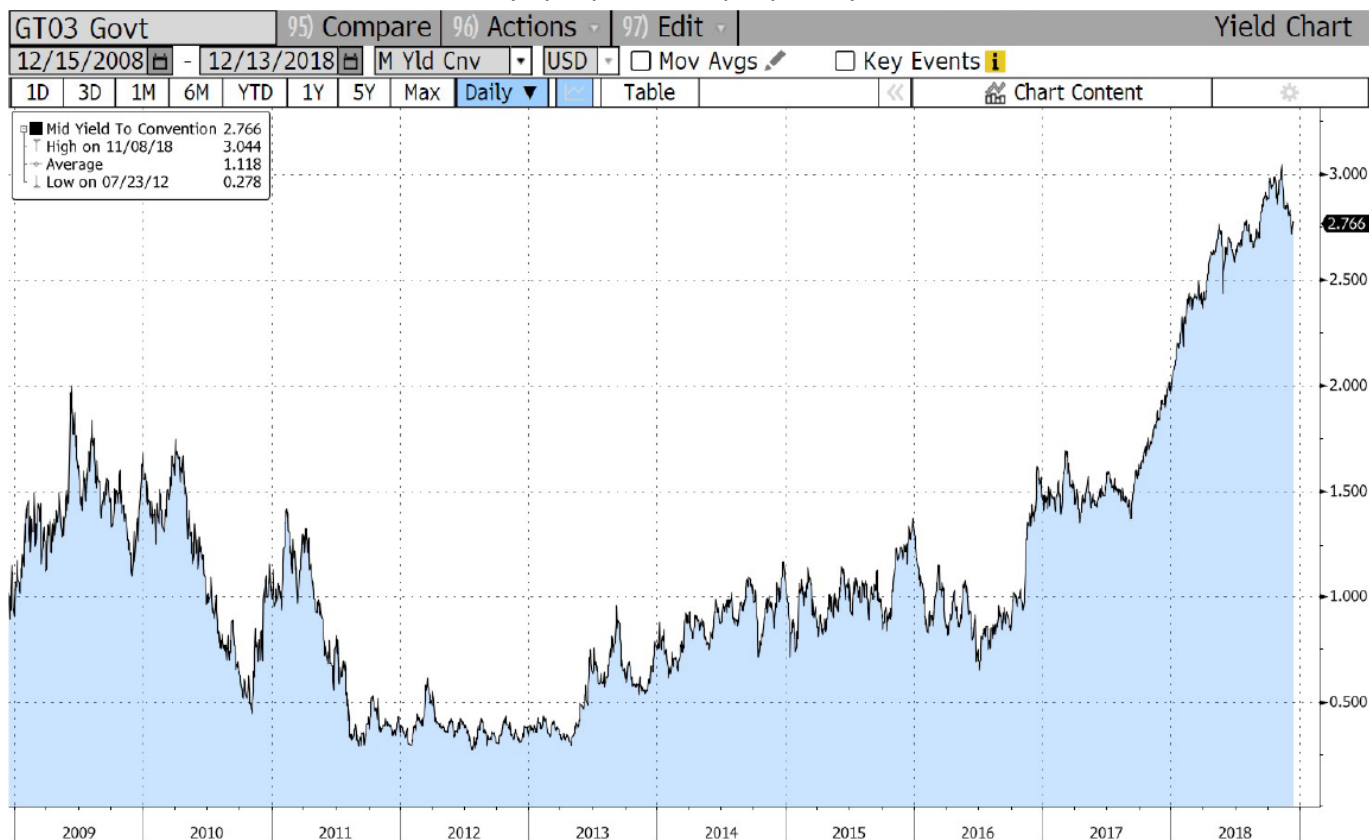
What Does the LGIP Currently Pay (as of 12/13/18)?

- 2.27%
- Notes about the LGIP:
 - Similar to a checking account... you have easy access to these funds
 - Does it make sense to keep all funds in a checking account?
 - You cannot “lock in a rate” with the LGIP—the rate fluctuates

What do U.S. Government Agency Bonds and U.S. Treasuries pay (as of 12/13/18)?

- 2.75%
- Notes about this type of investment portfolio:
 - You can actually purchase and own U.S. Government Agency Bonds outright
 - You control the length of the investment
 - You can “lock in a rate” for a fixed period of time

3-Year U.S. Treasury Rate (12/13/2008 - 12/13/2018)





PUBLIC FUNDS INVESTMENT MARKET UPDATE

Good morning,

Today the "Change in Nonfarm Payrolls" and "Unemployment Rate" statistics were released for the month of November. This data is important to monitor as it tends to influence interest rates. Below please find an economic update for the last month, including current market information reflecting the most current data.

EMPLOYMENT FIGURES

Two of the popular measures of US employment status are "Change in Nonfarm Payrolls" and "Unemployment Rate."

- The "Surv(M)" column shows that economic analysts expected Nonfarm Payrolls to increase by 198,000 new jobs in November. The "Actual" column shows that Payrolls increased by only 155,000 new jobs, falling short of expectations.
- The "Revised" column shows that the prior month's 250,000 job increase was revised down to 237,000 new jobs.
- Analysts were expecting the Unemployment Rate to remain at 3.7%, which it did.

United States

Browse

10:28:54

12/07/18

-

12/14/18

Economic Releases

All Economic Releases

View

Agenda

Weekly

	Date	Time	A	M	R	Event	Period	Surv(M)	Actual	Prior	Revised
21)	12/07	08:30				Change in Nonfarm Payrolls	Nov	198k	155k	250k	237k
25)	12/07	08:30				Unemployment Rate	Nov	3.7%	3.7%	3.7%	--

Source: Bloomberg

US TREASURY CURVE

This graph shows the United States Treasury interest rates for maturities ranging from 1 month to 30 years.

- The dotted yellow line represents the US Treasury Curve as of last month and the solid green line represents today's US Treasury Curve. The difference in yield between these two curves is shown in the bottom line of the table below the graph.
- You will notice that interest rates have come down on bonds longer than 1 year over the last month. Additionally, note that 2 and 3 year Treasury yields are slightly higher than 5 year Treasury yields (see circled section of the curve below).
- This situation (short rates slightly higher than longer rates) first occurred on Monday December 5th and has persisted throughout the week. The current yield curve shape is still very new, and it is difficult to predict what the effect will be on the markets going forward.

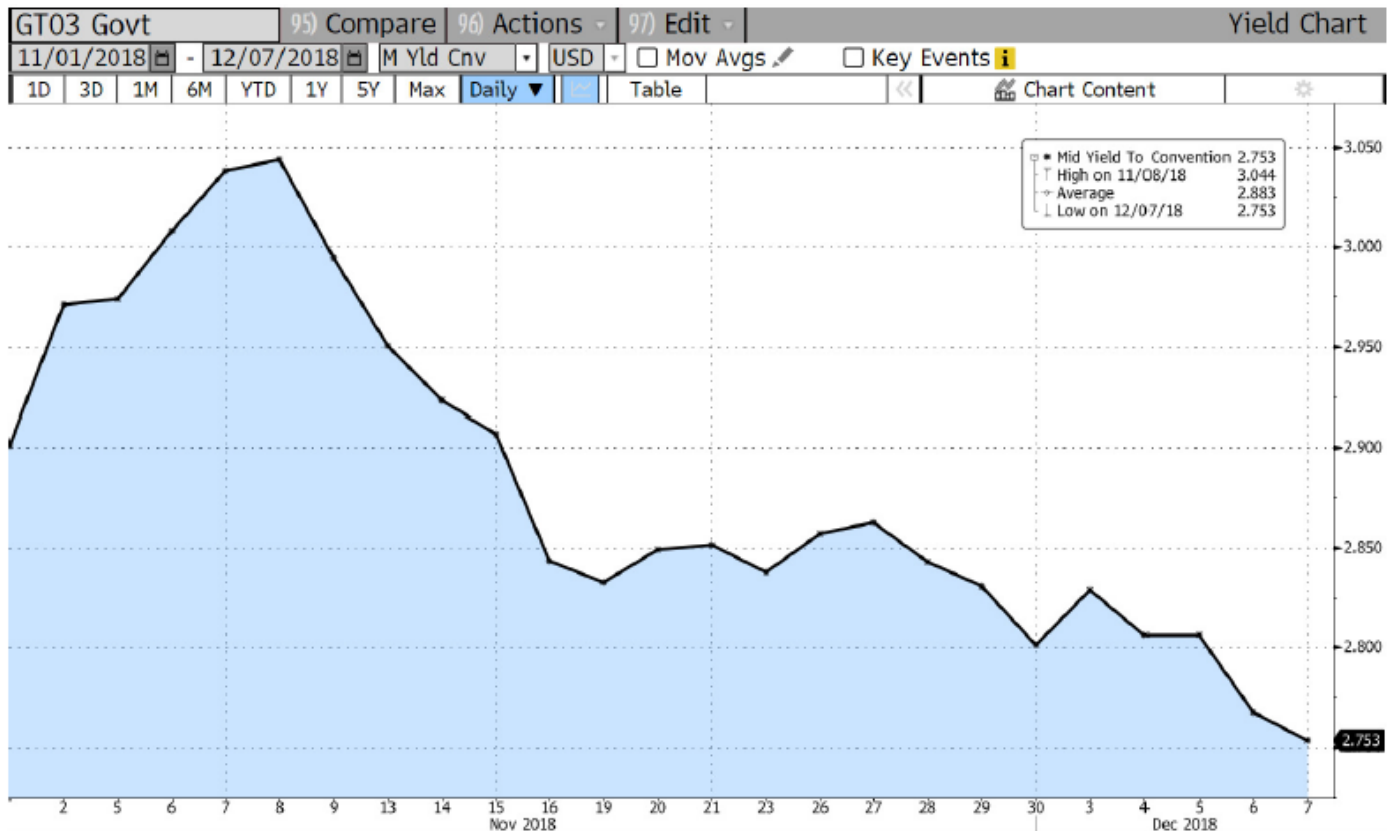


Source: Bloomberg

3-YEAR TREASURY GRAPH

Many public funds investment portfolios have a 2-3 year weighted average maturity.

- In the last month the 3-year Treasury rose early in the month but declined sharply through the end of the month.



Source: Bloomberg

UNITED STATES EQUITY MARKETS

Stocks are not permitted for public funds investing. However, they do play a role in the broader economic picture and consequently can influence interest rates.

- The far right column shows the Dow is up 0.25% year-to-date, the S&P 500 is up 0.55%, and the NASDAQ is up 3.14%.

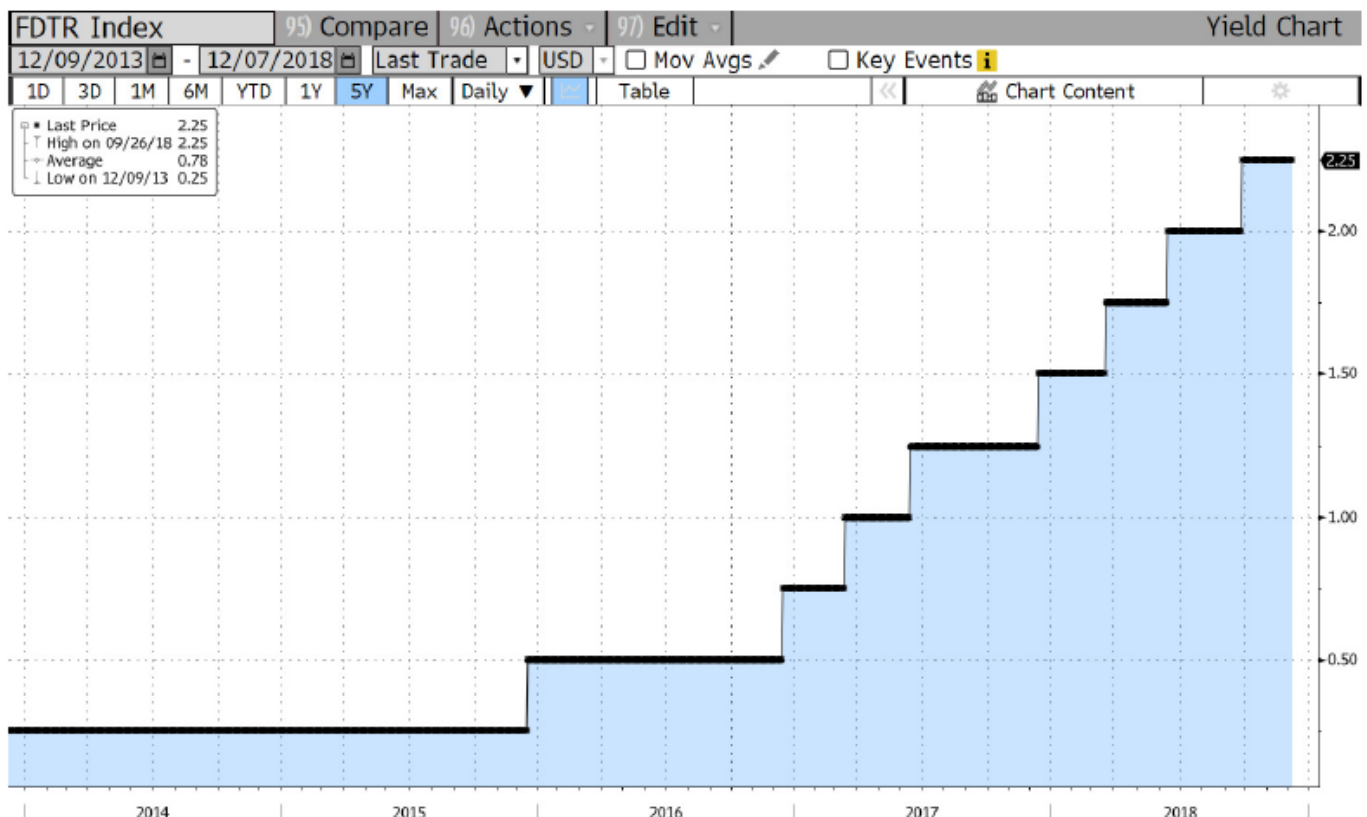
1) Americas	RMI	2Day	Value	Net Chg	%Chg	Δ AVAT	Time	%Ytd	%YtdCur
11) DOW JONES	☐		24780.79	-166.88	-0.67%	-3.93%	10:30	+0.25%	+0.25%
12) S&P 500	☐		2688.23 d	-7.72	-0.29%	-7.49%	10:15	+0.55%	+0.55%
13) NASDAQ	☐		7119.82	-68.44	-0.95%	-0.46%	10:30	+3.14%	+3.14%

Source: Bloomberg

FEDERAL FUNDS RATE

The Federal Funds Rate is the overnight rate on overnight loans set by the Federal Open Market Committee (FOMC) at the Federal Reserve. Rates offered by local government investment pools and money market funds tend to correlate with the Federal Funds Rate. The Federal Funds Rate is therefore a baseline for short term investments and cash accounts. The graph below shows the Federal Funds Rate over the past 5 years.

- At the most recent meeting on November 8th, the FOMC elected to maintain the Federal Funds Rate target in the current range of 2.00%-2.25% after increasing to that range at their previous meeting in September.
- The FOMC will meet next on December 19th to announce their next decision on where the target range for the Federal Funds Rate will be.



Source: Bloomberg

FEDERAL OPEN MARKET COMMITTEE MEETING CALENDAR

The Federal Open Market Committee (FOMC) meets approximately every six weeks and determines the level of the federal funds rate.

- The last meeting was November 8th, when the FOMC elected to maintain the Federal Funds Rate target range at 2.00%-2.25%.
- The next meeting is December 19th, and the futures market is currently assigning a 74% probability of another 0.25% rate hike at that meeting.

Calendar						2018
	Announcement Date	Time	Rate (%)	For	Against	Policy Concern
1)	January 31	14:00	1.25 - 1.50	9	0	Roughly Balanced
2)	March 21	14:00	1.50 - 1.75	8	0	Roughly Balanced
3)	May 2	14:00	1.50 - 1.75	8	0	Roughly Balanced
4)	June 13	14:00	1.75 - 2.00	8	0	Roughly Balanced
5)	August 1	14:00	1.75 - 2.00	8	0	Roughly Balanced
6)	September 26	14:00	2.00 - 2.25	9	0	Roughly Balanced
7)	November 8	14:00	2.00 - 2.25	9	0	Roughly Balanced
8)	December 19	14:00	--	--	--	--

Meeting	Hike Prob	Cut Prob
12/19/2018	74.0%	0.0%

Source: Bloomberg

TVI Platinum Reporting Prepared for:



City Of Edgewood

As of December 01, 2018

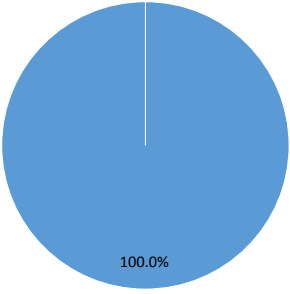
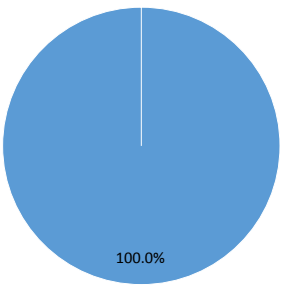
Recipient Info:

Provider Info:

Time Value Investments, Inc.
9725 3rd Ave NE, Suite 610
Seattle, WA 98115

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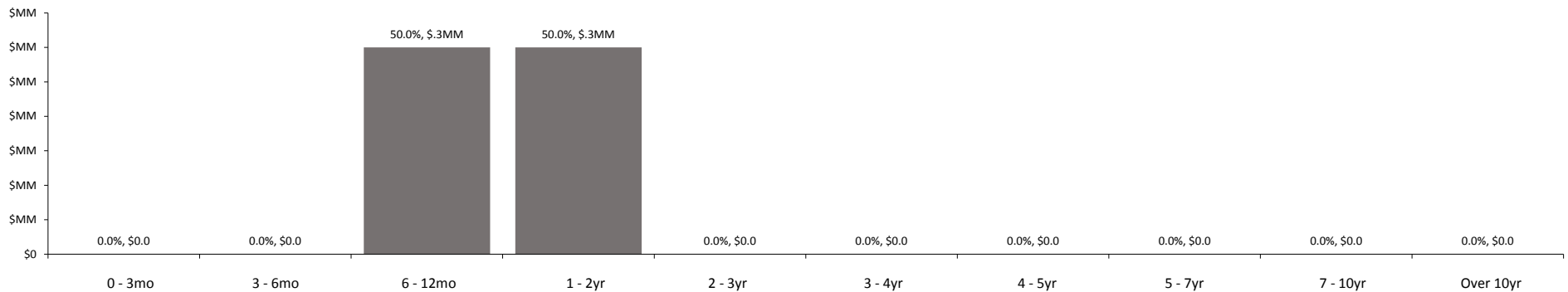
Portfolio Summary		Portfolio Composition				Portfolio Ratings (Best****)	
Wgtd Avg YTM *	1.44%	<u>Sector</u>	<u>Par Value</u>	<u>YTM *</u>	<u>Weight</u>		
Wgtd Avg YTW **	1.44%	Agencies	500,000	1.44%	100.0%		
Wgtd Avg Mat (no call)	1.3 yrs	Treasuries					
Wgtd Avg Mat (all called)	0.13 yrs	Certificates of Deposit					
		Municipal Bonds					
		Corporate Bonds					
		Mortgages					
		Commercial Paper					
		Total	500,000	1.44%	100.0%	■ Agencies	■ AAA

* Purchase Yield to Maturity

** Purchase Yield to Worst

**** All ratings are shown in S&P format.

Maturity Distribution



Performance versus Benchmark as of 12/1/2018

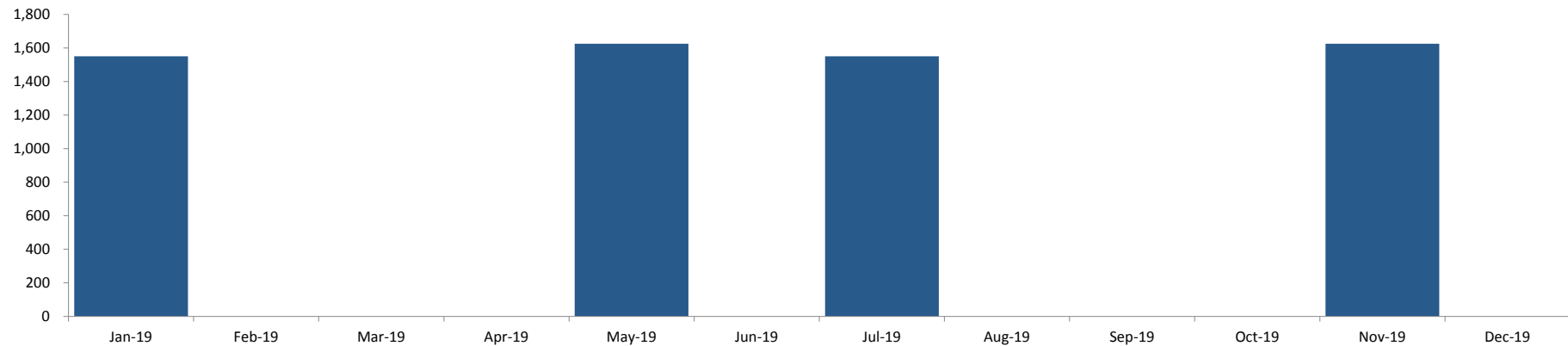
Excluded Securities

	1Yr Average	As of 12/1/2018	1Mo Ago	3Mos Ago	6Mos Ago	9Mos Ago	As of 12/31/2017	1Yr Ago	3Yrs Ago	5Yrs Ago	Cusip	Par Amount
<u>Yield to Maturity:</u>												
Portfolio	n/a	1.44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a		
2-Year Treasury	2.49%	2.80%	2.84%	2.62%	2.47%	2.22%	1.89%	1.78%	n/a	0.28%		
Fed Funds	1.86%	2.25%	2.25%	2.00%	1.75%	1.50%	1.50%	1.25%	0.25%	0.25%		

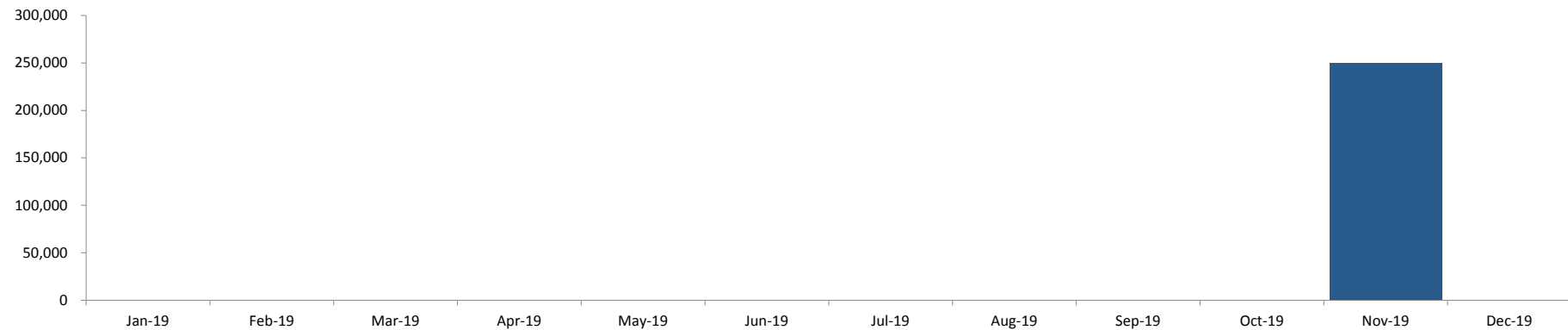
Cash-Flows - from 01/2019 to 12/2019 - Assuming None Called

Type	Par Value	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Callable	500,000	1,550	0	0	0	1,625	0	1,550	0	0	0	251,625	0
Non-Callable	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	500,000	1,550	0	0	0	1,625	0	1,550	0	0	0	251,625	0

Interest Payments



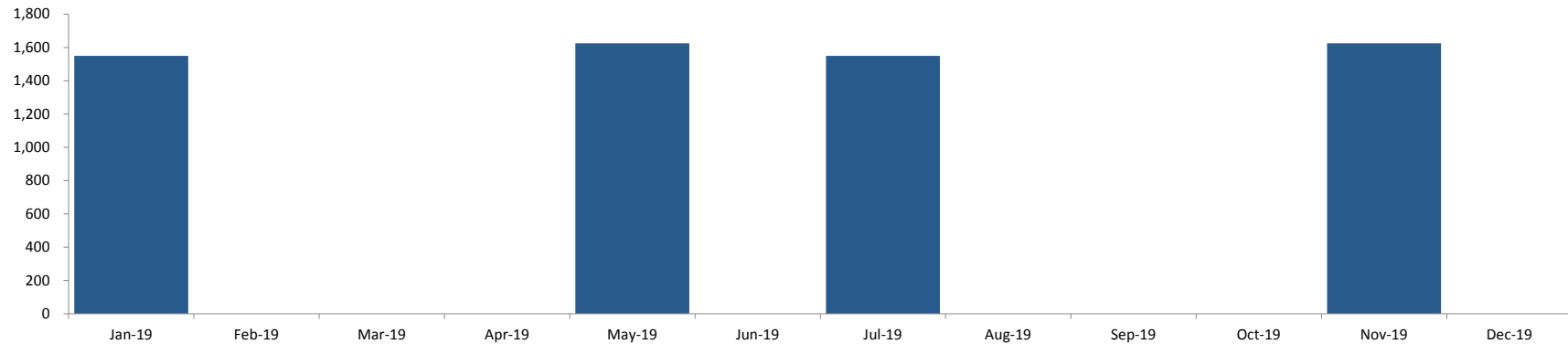
Principal Payments



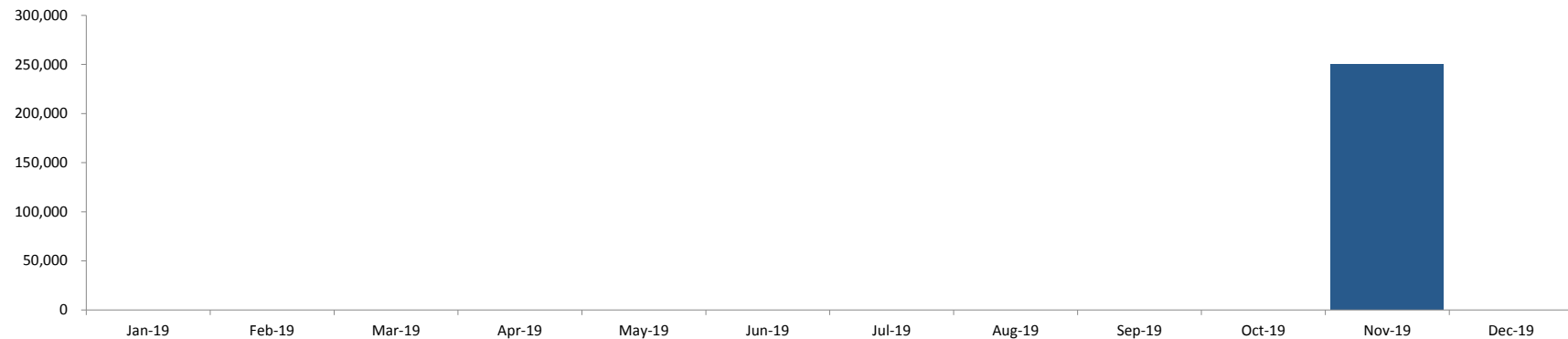
Cash-Flows - from 01/2019 to 12/2019 - Recognizing Likelihood of Call*

Type	Par Value	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Callable	500,000	1,550	0	0	0	1,625	0	1,550	0	0	0	251,625	0
Non-Callable	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	500,000	1,550	0	0	0	1,625	0	1,550	0	0	0	251,625	0

Interest Payments



Principal Payments



* Likelihood based on 12/01/2018 market rates

Extended Cash-Flows

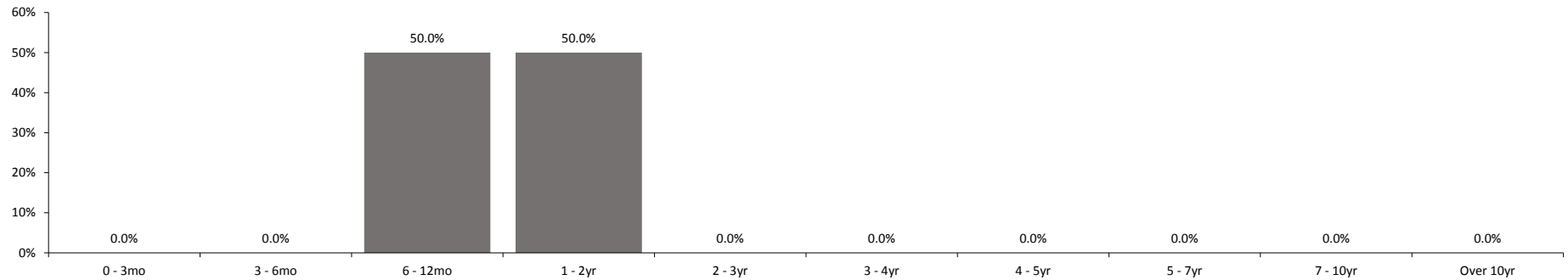
#	Cusip	Par Value	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Year 1 Total
1	3134GAYD0*	250,000	0	0	0	0	1,625	0	0	0	0	0	251,625	0	253,250
2	3130A8NS8*	250,000	1,550	0	0	0	0	0	1,550	0	0	0	0	0	3,100
TOTAL		500,000	1,550	0	0	0	1,625	0	1,550	0	0	0	251,625	0	256,350

* Callable - currently not likely to be called

See Cash-Flows graph above "Recognizing Likelihood of Call" for current projected cash-flows

** Callable - currently likely to be called

Maturity Distribution



Portfolio Details - Sorted by Maturity

#	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	YTM **	YTW **	Duration	Call Type	Estimated Bps to Call	Estimated Redem. Date
1	3134GAYD0	FHLMC 1.3 11/27/19	50.0%	250,000	1.30	5/30/2017	11/27/2019	2/27/2019	AAA	1.37	1.37	0.97	Quarterly	(142)	11/27/2019
2	3130A8NS8	FHLB 1.24 07/13/20	50.0%	250,000	1.24	5/30/2017	7/13/2020	12/6/2018	AAA	1.51	1.51	1.57	Anytime	(172)	7/13/2020
TOTAL and AVERAGES				500,000	1.27		1.3 yrs	0.13 yrs		1.44	1.44	1.27	2.32		

* Semi-Annual interest payment

** Yields calculated using cost price, at settlement date

*** NR AGY = Non-Rated U.S. Government Agency

Portfolio Details - Sorted by Call

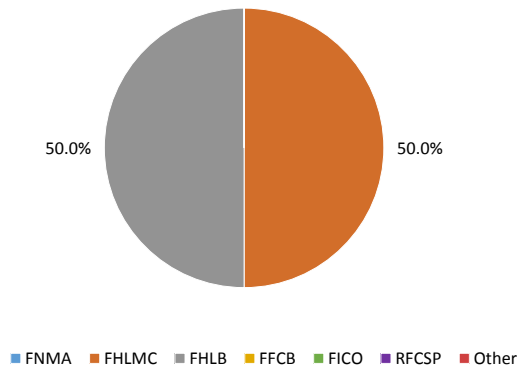
#	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	YTM **	YTW **	Duration	Call Type	Estimated Bps to Call	Estimated Redem. Date
1	3130A8NS8	FHLB 1.24 07/13/20	50.0%	250,000	1.24	5/30/2017	7/13/2020	12/6/2018	AAA	1.51	1.51	1.57	Anytime	(172)	7/13/2020
2	3134GAYD0	FHLMC 1.3 11/27/19	50.0%	250,000	1.30	5/30/2017	11/27/2019	2/27/2019	AAA	1.37	1.37	0.97	Quarterly	(142)	11/27/2019
TOTAL and AVERAGES				500,000	1.27		1.3 yrs	0.13 yrs		1.44	1.44	1.27			

* Semi-Annual interest payment

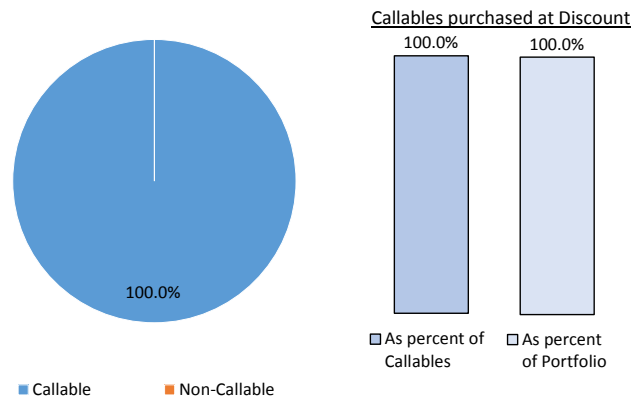
** Yields calculated using cost price, at settlement date

*** NR AGY = Non-Rated U.S. Government Agency

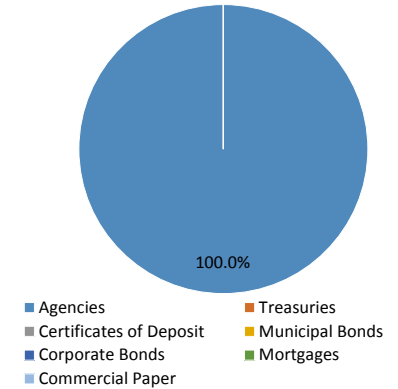
Agency Distribution



Callable Breakdown



Portfolio Composition



Amortization/Accretion Book Calculations

#	CUSIP/Sec-ID	Sec Desc 1	Cpn	Mat Dt	Par Value	Cost	Purch Px	Book Val	Book Px	Book YTM	Mkt Val	Mkt Px	Mkt YTM	Unrealized Gain/Loss
1	3134GAYD0	FHLMC 1.3 11/27/19	1.30	11/27/2019	250,000	249,570	99.83	249,828	99.93	1.33	246,710	98.68	2.66	(3,118)
2	3130A8NS8	FHLB 1.24 07/13/20	1.24	7/13/2020	250,000	247,950	99.18	248,925	99.57	1.38	243,718	97.49	2.84	(5,207)
TOTAL					500,000	497,520		498,752		1.35	490,428		2.75	(8,325)



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Appointment Consideration for the Economic Development Advisory Board (EDAB)		Agenda Bill #:	AB19-004
		For Agenda of:	January 22, 2019
		Prepared by:	Darren Groth
ATTACHMENTS (list): ☒ None			
Review of Materials:			
Mayor, Daryl Eidinger	☒	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: January 15: Study Session Discussion January 22, Regular Council Meeting	
Community Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☒		
Police Chief, Micah Lundborg	☒		
Fiscal Note/Consideration: N/A			
SUMMARY STATEMENT: In an effort to reestablish the EDAB, the City has accepted applications for membership for approximately the past 12 months. The applications resulted in six successful candidates receiving mayoral appointment and City Council confirmation. Those six candidates, named on the attached EDAB roster, were convened for their first meeting on December 17, 2018. A second EDAB meeting was held on January 7, 2019 with only six of the seven members appointed to the board. This agenda item is intended to allow City Council to interview two applicants who recently submitted their applications for consideration to fill the vacant Position 1 membership. The two applicants are Dr. Bob Danielle and Mr. Scott Kilmer. Both candidates are scheduled to interview for the vacancy during the January 15 City Council Study Session meeting. On January 22, 2019, the successful candidate for Position 1 can be confirmed. The successful candidate would be filling a currently vacant term that is scheduled to expire on June 30, 2019. The board member confirmed to Position 1 would have the option to seek reappointment in June to serve a full two-year term. On January 15, 2019, the City Council interviewed Mr. Scott Kilmer for the EDAB Position 1 vacancy. Dr. Bob Danielle withdrew his application for consideration and did not interview.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to confirm a Mayoral recommendation to fill EDAB Position 1 for the remainder of the term, which expires on June 30, 2019.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review			



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Junk Vehicles Ordinance		Agenda Item #:		AB19-0540
		For Agenda of:		January 22, 2019
		Prepared by:		Carol Morris
ATTACHMENTS (list): ☒ Ordinance No. 19-0540 ☒ Exhibit A (Junk Vehicles Ordinance, chapter 8.08 EMC) Exhibit B (RCW 46.55.230)				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	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: January 15, Study Session January 22, Regular Council Meeting		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☒			
Fiscal Note/Consideration: The court may imposed the costs of removal of junk vehicles on the owner, if the owner can be determined, or the responsible landowner. The court also may impose penalties for violation of the ordinance. However, in some circumstances, the City may be required to pay for a tow truck to remove and dispose of the vehicles.				
SUMMARY STATEMENT: The City adopted Title 8 of the Pierce County Code by reference. In chapter 8.08 and 8.09, the PCC describes an abatement procedure for junk vehicles. However, RCW 46.55.240 requires that all ordinances relating to the abatement of junk vehicles include certain provisions -- and these were not in the PCC. Therefore, the attached ordinances repeal chapters 8.09 and 8.09 of the PCC and adopt a new chapter 8.08 on the subject of junk vehicle abatement. Here is the procedure: (1) the City determines whether a vehicle on private (or public property) meets the definition in Sec. 8.08.020(A) and whether any exemption in Sec. 8.08.030 applies; (2) if a junk vehicle and not exempt, a notice of violation issues, requiring removal of the junk vehicle; (3) the notice of violation is served on the property owner and posted on the property; (4) the property owner can either comply or request a hearing; (5) if a hearing is requested, the municipal court judge determines whether the vehicle was placed on the property with the consent of the landowner, and if so, requires removal by a date certain and imposes the costs of removal on the property owner; (6) the City supervises the removal of the junk vehicle, or if the court finds that the landowner is not responsible for the junk vehicle, the City may pay a tow truck operator to remove the vehicle; (7) the City may collect the costs from the owner of the vehicle if the owner can be determined.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 19-0540 establishing a procedure for the abatement of Junk Vehicles.				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review				

ORDINANCE NO. 19-0540

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO JUNK VEHICLES, DEFINING JUNK VEHICLES AND PUBLIC NUISANCES RELATING TO JUNK VEHICLES, DESCRIBING EXEMPTIONS, PROVIDING FOR INVESTIGATION AND ENFORCEMENT, LISTING THE CONTENTS OF A NOTICE OF VIOLATION, ALLOWING THE VEHICLE OWNER TO REQUEST A HEARING BEFORE THE PIERCE COUNTY DISTRICT COURT, ALLOWING THE COURT TO REQUIRE THE REMOVAL AND DISPOSAL OF THE VEHICLE AS PROVIDED IN RCW 46.55.230 AND IMPOSING A CLEANUP RESTITUTION PAYMENT ON THE VEHICLE OWNER, MAKING THE ABANDONMENT OF A JUNK VEHICLE ON PROPERTY A GROSS MISDEMEANOR, ADDING A NEW CHAPTER 8.08 TO THE EDGEWOOD MUNICIPAL CODE, AMENDING EMC 8.05.050 TO REPEAL THE ADOPTION OF PIERCE COUNTY MUNICIPAL CODE CHAPTER 8.08 and 8.09 BY REFERENCE, ADOPTING 46.55.230 BY REFERENCE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City adopted all of Pierce County's health and welfare regulations in Title 8 by reference; and

WHEREAS, chapter 8.08 of the Pierce County Municipal Code addresses junk vehicles, but does not adopt all of the requirements for local junk vehicle ordinances in RCW 46.55.240; and

WHEREAS, the City desires to adopt a new chapter relating to junk vehicles, consistent with RCW 46.55.240; and

WHEREAS, the City also desires to adopt RCW 46.55.230 by reference, as it establishes the state-wide procedure for the removal, disposal and sale of junk vehicles, together with the penalties and restitution for violations; and

WHEREAS, this Ordinance is exempt from SEPA under WAC 197-11-800(19) as procedural only, as authorized by state law; and

WHEREAS, the City Council considered this ordinance during its study session held on January 15, 2019; and

WHEREAS, the City Council adopted this ordinance during its regular City Council meeting of January 22, 2019;

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

Section 1. Section 8.05.050 of the Edgewood Municipal Code is hereby amended to read as follows:

8.05.050 PCC sections and chapters not adopted. The following provisions of PCC Title 8 are excluded from the scope of this chapter and are expressly not adopted by reference hereunder:

- A. PCC Section 8.72.090(A);
- B. Chapter 8.08 (Public Nuisances); and
- C. Chapter 8.09 (Chronic Nuisance Properties).

Section 2. A new chapter 8.09 (Junk Vehicles) of the Edgewood Municipal Code is hereby adopted, and is attached hereto as Exhibit A, as if fully set forth herein.

Section 3. Pursuant to RCW 35A.12.140, the City adopts RCW 46.55.230 (attached hereto as Exhibit B) by reference, as if fully set forth herein. A copy of RCW 46.55.230 has been available for use and examination by the public while this ordinance has been under consideration by the City Council

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

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

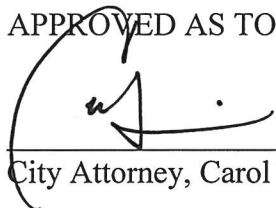
PASSED BY THE CITY COUNCIL ON THE 22ND DAY OF JANUARY, 2019

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



City Attorney, Carol Morris

Date of Publication: January 24, 2019
Effective Date: January 29, 2019

RCW 46.55.230**Junk vehicles—Removal, disposal, sale—Penalties—Cleanup restitution payment.**

(1)(a) Notwithstanding any other provision of law, any law enforcement officer having jurisdiction, or any employee or officer of a jurisdictional health department acting pursuant to RCW 70.95.240, or any person authorized by the director shall inspect and may authorize the disposal of an abandoned junk vehicle. The person making the inspection shall record the make and vehicle identification number or license number of the vehicle if available, and shall also verify that the approximate value of the junk vehicle is equivalent only to the approximate value of the parts.

(b) A tow truck operator may authorize the disposal of an abandoned junk vehicle if the vehicle has been abandoned two or more times, the registered ownership information has not changed since the first abandonment, and the registered owner is also the legal owner.

(2) The law enforcement officer or department representative shall provide information on the vehicle's registered and legal owner to the landowner.

(3) Upon receiving information on the vehicle's registered and legal owner, the landowner shall mail a notice to the registered and legal owners shown on the records of the department. The notification shall describe the redemption procedure and the right to arrange for the removal of the vehicle.

(4) If the vehicle remains unclaimed more than fifteen days after the landowner has mailed notification to the registered and legal owner, the landowner may dispose of the vehicle or sign an affidavit of sale to be used as a title document.

(5) If no information on the vehicle's registered and legal owner is found in the records of the department, the landowner may immediately dispose of the vehicle or sign an affidavit of sale to be used as a title document.

(6) It is a gross misdemeanor for a person to abandon a junk vehicle on property. If a junk vehicle is abandoned, the vehicle's registered owner shall also pay a cleanup restitution payment equal to twice the costs incurred in the removal of the junk vehicle. The court shall distribute one-half of the restitution payment to the landowner of the property upon which the junk vehicle is located, and one-half of the restitution payment to the law enforcement agency or jurisdictional health department investigating the incident.

(7) For the purposes of this section, the term "landowner" includes a legal owner of private property, a person with possession or control of private property, or a public official having jurisdiction over public property.

(8) A person complying in good faith with the requirements of this section is immune from any liability arising out of an action taken or omission made in the compliance.

[2002 c 279 § 13; 2001 c 139 § 3; 2000 c 154 § 4; 1991 c 292 § 2; 1987 c 311 § 19; 1985 c 377 § 23.]

NOTES:

Severability—2000 c 154: See note following RCW 70.93.030.

Chapter 8.08

JUNK VEHICLES

Sections:

- 8.08.010 Purpose.
- 8.08.020 Definitions.
- 8.08.030 Exemptions.
- 8.08.040 Nuisance declared, violations.
- 8.08.050 Enforcement.
- 8.08.060 Investigation and notice of violation.
- 8.08.070 Time to comply.
- 8.08.080 Hearing.
- 8.08.090 Municipal court order.
- 8.08.100 Removal and disposal – Costs.
- 8.08.110 Penalties.
- 8.08.120 Additional relief.

8.08.010 Purpose.

The purpose of this chapter is to provide for the abatement and removal of junk vehicles on private property as provided for in RCW 46.55.240. Abatement is necessary to preserve and enhance the aesthetic character of the city's neighborhoods, protect property values and rights and to reduce environmental health and safety problems associated with junk vehicles.

8.08.020 Definitions.

For the purposes of this chapter, the following definitions apply:

A. "Junk vehicle" is any vehicle which is certified under RCW 46.55.230 as meeting at least three of the following criteria:

1. Is three years old or older;
2. Is extensively damaged, such damage including, but not limited to, any of the following:
 - a. Broken window or windshield;
 - b. Flat tires;
 - c. Missing tires, motor or transmission;
 - d. Rusted exterior; and
 - e. Leaking oil or gasoline;
3. Is apparently inoperable, meaning that a vehicle does not appear to comply with requirements for vehicles used on public streets with regard to brakes, lights, tires, safety glass or other safety equipment; and

4. Has an approximate fair market value equal only to the approximate value of the scrap in it.

B. “Enforcement officer” means the city community development director, his or her designee, representative or a city of Edgewood law enforcement official.

C. “Landowner” includes a legal owner of private property, a person with possession or control of private property, or a public official having jurisdiction over public property.

D. “Vehicle” shall include, but not be limited to, automobiles, motorcycles, trucks, buses, motorized recreational vehicles, campers, travel trailers, boat trailers, utility trailers, or other similar devices capable of moving or being moved on the public right-of-way, and shall also include parts of vehicles, but shall not include devices moved by human or animal power, or used exclusively upon stationary rails or tracks.

8.08.030 Exemptions.

The provisions of this chapter shall not apply to:

A. A vehicle or part thereof that is completely enclosed within a building in a lawful manner, or otherwise parked legally on the property so as not to be visible from adjacent or nearby public property. Temporary tarp garages and carports do not satisfy this exemption;

B. A vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dismantler or licensed vehicle dealer and is fenced in accordance with the provisions of RCW 46.80.130;

C. A vehicle enclosed in an opaque auto cover specifically designed to completely shield the vehicle from view as long as the vehicle is parked in a lawful manner on private property. The cover must be in good condition and must be replaced if it is torn, weather-beaten, or acquires any other defects. Tarps and makeshift covers do not meet the requirement. This exemption will apply to only two vehicles per legal lot. Vehicles stored on vacant or undeveloped land are not exempted by this subsection C.

8.08.040 Public Nuisance declared, violations.

A. The storage or retention of junk vehicles on private property is declared a public nuisance which is subject to the enforcement, removal and abatement procedures in this chapter and as provided in state law.

B. It shall be unlawful for any person, firm or corporation to retain, place or store junk vehicles on private property, in conflict with or in violation of any of the provisions of this chapter.

C. Additional Violations. In addition to the above, it is a violation of this chapter to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with this chapter;
2. Fail to comply with any of the requirements of this chapter, including any requirement of the city’s codes and state codes adopted by reference herein.

8.08.050 Enforcement.

A. The enforcement officer shall have the authority to enforce this chapter. The enforcement officer may call upon the building, fire, police and community development or other appropriate city departments to assist in enforcement.

B. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

C. It is the intent of this chapter to place the obligation of complying with its requirements upon the property owner, occupier of the property, owner of the junk vehicle and/or other person responsible for the storage or retention of junk vehicles within the scope of this chapter.

D. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

8.08.060 Investigation and notice of violation.

A. Investigation. The enforcement officer shall investigate the premises which he/she reasonably believes does not comply with the standards and requirements of this chapter.

B. Notice of Violation. If, after investigation, the enforcement officer determines that the standards or requirements of this chapter have been violated, the enforcement officer shall serve a notice of violation upon the property owner, tenant, vehicle owner, or other person responsible for the condition. The notice of violation shall contain the following information:

1. Name and address of the person(s) to whom the citation is issued;
2. The location of the subject property by address or other description sufficient for identification of the subject property;
3. A description of the vehicle and its location;
4. A separate statement of each standard, code provision or requirement violated, and the reasons for which the city deems the vehicle(s) to meet the definition of "junk vehicle" in EMC Section 8.08.020 to be a public nuisance as defined in EMC Section 8.08.040;
5. What corrective action, if any, is necessary to comply with the standards, code provisions or requirements;
6. A reasonable time for compliance;
7. A statement that if the person(s) to whom the notice of violation is issued fails to complete the corrective action by the date required, the city enforcement officer or its designee shall remove, impound and dispose of the vehicle(s), and will assess all costs of administration and removal against the owner of the property upon which the vehicle(s) is located or otherwise attempt to collect such costs against the owner of the vehicle(s);
8. A statement that either the property owner of record on which the vehicle is located or the last registered owner of record of the vehicle(s) may request a hearing and that if no hearing is requested, that the vehicle(s) will be removed. At the hearing, the property owner may

appear and deny responsibility for the presence of the junk vehicle(s) on the land, with his/her reasons for denial; and

9. A statement that if a request for a hearing is received, a notice giving the time, location and date of the hearing on the question of abatement and removal of the vehicle(s) or parts thereof as a public nuisance shall be mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owner of record of the vehicle(s), unless the vehicle(s) is in such condition that identification numbers are not available to determine ownership.

C. Service. The notice of violation shall be served on the last registered owner of record of the junk vehicle and the property owner of record by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the enforcement officer makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:

1. Publishing the notice once each week for two consecutive weeks in the city's official newspaper; and
2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address as shown on the last equalized assessment roll for the property and to the last registered and legal owner of record of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership.

D. Posting. A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

E. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

F. Withdrawal. The city may choose to withdraw a notice of violation at any time, without prejudice to the city's ability to reissue it, if a certificate of compliance has not been obtained for the specific violations.

8.08.070 Time to comply. Determination of Time. When calculating a reasonable time for compliance, the enforcement officer shall consider the following criteria:

- A. The type and degree of violation cited in the notice;
- B. The stated intent, if any, of a responsible party to take steps to comply;
- C. The procedural requirements for obtaining a permit to carry out corrective action;
- D. The complexity of the corrective action, including seasonal considerations; and
- E. Any other circumstances beyond the control of the responsible party.

8.08.080 Hearing.

A. The property owner or vehicle owner or other person responsible for the violation may request a hearing by submitting such request within 15 calendar days after service of the notice of violation. When the last day of the period so computed is a Saturday, Sunday, or federal or city holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and filed with the city clerk. Upon receipt of the hearing request by the enforcement officer, he/she shall forward the request to the Pierce County District Court judge.

B. If a request for a hearing is received, a notice giving the time, location and date of the hearing on the question of abatement and removal of the vehicle or part thereof as a public nuisance shall be mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the last equalized assessment roll for the property and to the last registered and legal owner of record of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership.

C. The owner of the land on which the vehicle is located may appear in person at the hearing or present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle, with the reasons for denial. If it is determined that the vehicle was placed on the property without the consent of the landowner and that the landowner has not subsequently acquiesced in its presence, then the city shall not assess costs of administration or costs of removal against the property upon which the vehicle is located or otherwise attempt to collect the cost from the owner. Costs of removal may be assessed against the registered owner of the vehicle if the identity of the owner cannot be determined, unless the owner in the transfer of ownership of the vehicle has complied with RCW 46.12.650. The city may also provide for the payment to a tow truck operator or wrecker as part of a neighborhood revitalization program.

8.08.090 District Court order.

A. At or after the hearing, the District Court judge may:

1. Sustain the notice of violation and require that the vehicle be removed and disposed of at the request of the enforcement officer after the date of issuance of the court's order, and that the junk vehicle be disposed of by a licensed vehicle wrecker or tow truck operator, with notice to the Washington State Patrol and the Department of Licensing that the vehicle has been wrecked;
2. Withdraw the notice of violation;
3. Continue the review to a date certain for receipt of additional information;
4. Modify the notice of violation, which may include an extension of the compliance date, and/or determine that the owner of the property is not responsible for the costs of removal, pursuant to EMC 8.08.080(C); and/or
5. Assess the costs of administration and/or removal of the vehicle or parts thereof as provided in this section.

B. Unless mutually agreed to by the appellant and the court, the order of the court shall be served upon the person to whom it is directed, either personally or by mailing a copy of the order to

such person at his/her last known address as determined by the enforcement officer within 15 calendar days following the conclusion of testimony and hearings and the closing of the record. Proof of service shall be made by a written declaration by the person effecting the service, declaring the time and date of service and the manner by which service was made.

C. The District Court, in affirming the enforcement officer's notice of violation and abatement, may assess administrative costs or costs related to the abatement of the violator's vehicle. The court may also order the refund of hearings fees to parties deemed not responsible for the violation.

D. If it is determined at the hearing that the vehicle was placed on the land without the consent of the landowner and that he or she has not subsequently acquiesced in its presence, then the District Court's order shall not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect the cost from the landowner.

8.08.100 Removal and disposal – Costs.

A. Commencing 45 calendar days after service of the order as provided in EMC 8.08.090, the enforcement officer shall supervise the removal and disposal of the vehicle or part thereof pursuant to RCW 46.55.230. The enforcement officer will provide notice to the Washington State Patrol and the Washington State Department of Licensing that the vehicle has been processed in accordance with the laws of the state of Washington.

B. The city's costs related to the removal of the junk vehicle may be collected from the registered owner of the vehicle(s) if the identity of the owner can be determined, unless the owner, in the transfer of ownership, has complied with RCW 46.12.101. Alternatively, the cost may be collected from the owner of the property on which the vehicle has been stored.

8.08.110 Penalties.

A. Abandonment of Junk Vehicle on Property. The city hereby adopts RCW 46.55.230 by reference, as if fully set forth herein. It is a gross misdemeanor for a person to abandon a junk vehicle on property. If a junk vehicle is abandoned, the vehicle's registered owner shall also pay a cleanup restitution payment equal to twice the costs incurred in the removal of the junk vehicle. The court shall distribute one-half of the restitution payment to the landowner of the property upon which the junk vehicle is located, and one-half of the restitution payment as provided in RCW 46.55.230.

B. Civil Penalties.

1. In addition to any other sanction or remedial procedure which may be available, any person, firm or corporation violating or failing to comply with any of the provisions of this chapter shall be subject to a cumulative civil penalty in the amount of \$250.00 per day for each violation from the date set for compliance until compliance with the notice of violation is achieved. This penalty may be imposed by the city from the date of issuance of the notice of violation until compliance is achieved. The penalty will be held in abeyance if a hearing is requested under EMC 8.08.080 until issuance of the court's order, as provided in EMC 8.08.090.

2. The penalty imposed by this section may be collected by civil action brought in the name of the city. The enforcement officer may notify the city attorney in writing of the name of any person subject to the penalty, and the city attorney may, with the assistance of the enforcement officer, take appropriate action to collect the penalty.

8.08.120 Additional relief.

The enforcement officer may ask the city attorney to seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of this title when civil penalties are inadequate to effect compliance.



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Chronic Nuisance Properties		Agenda Item #:		AB19-0541
		For Agenda of:		January 22, 2019
		Prepared by:		Carol Morris
ATTACHMENTS (list): ☒ Ordinance No. 19-0541 ☒ Exhibit A (Chronic Nuisance Properties)				
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: January 15: Study Session Discussion January 22, Regular Council Meeting		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☒			
Fiscal Note/Consideration: If a person doesn't respond or fails to follow-through on an abatement agreement, a lawsuit must be filed in Superior Court to obtain a warrant of abatement from the Court. The City will ask the Court to require that the property owner perform the abatement action, so that the City will not be required to abate and then seek recovery of the City's costs. Penalties may also be collected if the Court finds that the property is a nuisance.				
SUMMARY STATEMENT: The City adopted Title 8 of the Pierce County Code by reference. In an ordinance relating to junk vehicles, the two chapters in PCC Title 8 relating to Nuisances and Chronic Nuisance Properties will be repealed. This chapter 8.09 will replace Chapter 8.09 of the PCC on Chronic Nuisance Properties. The major difference is that this ordinance eliminates the hearing examiner procedure. The procedure for determining and abating a Chronic Nuisance Property is as follows: (1) the City determines whether the property meets the definition of "chronic nuisance," "general nuisance," "nuisance activity," or "specific nuisance" in Sec. 8.09.020; (2) a notice is served on the "person in charge" and/or the property's owner, requiring that the person/owner contact the City in 10 days to discuss a plan to abate the nuisance and if necessary, to enter into an abatement agreement; (3) if the person doesn't respond, or if the nuisance remains after implementation of the abatement agreement, the City Attorney files a lawsuit in Superior Court to abate the nuisance; (4) the Superior Court may enter a warrant of abatement requiring abatement and imposing penalties. The Court may also allow the property owner to post a bond for the performance of the abatement on or before a date certain. There are a number of remedies a court may implement in Sec. 8.09.130.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 19-0541, adopting new regulations for Chronic Nuisance Properties.				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review				

ORDINANCE NO. 19-0541

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO PUBLIC NUISANCES, DEFINING PUBLIC NUISANCES AND CHRONIC NUISANCE PROPERTIES, PROVIDING FOR INVESTIGATION AND ENFORCEMENT, LISTING THE CONTENTS OF A NOTICE OF CHRONIC NUISANCE PROPERTY, REQUIRING THAT PERSONS RESPONSIBLE FOR CHRONIC NUISANCE PROPERTIES RESPOND TO SUCH NOTICES AND ENTER INTO ABATEMENT AGREEMENTS WITH THE CITY IN ORDER TO PREVENT FURTHER ABATEMENT ENFORCEMENT, ALLOWING THE CITY ATTORNEY TO FILE NUISANCE ACTIONS IN SUPERIOR COURT TO ABATE CHRONIC NUISANCE PROPERTIES, DESCRIBING PENALTIES FOR MAINTAINING NUISANCES AND FOR FAILING TO RESPOND OR COOPERATE WITH THE CITY'S ABATEMENT ATTEMPTS, ADDING A NEW CHAPTER 8.09 TO THE EDGEWOOD MUNICIPAL CODE, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City adopted all of Pierce County's health and welfare regulations in Title 8 by reference; and

WHEREAS, chapter 8.09 of the Pierce County Municipal Code addresses Chronic Nuisance Properties, but allows appeals to the Pierce County Hearing Examiner; and

WHEREAS, the City desires to adopt the procedure for abatement of Chronic Nuisance Properties which requires a property owner to either cooperate with the City for abatement of the nuisance, or enter into an abatement agreement with the City on an established schedule, but if compliance is not achieved, to allow the City Attorney to file an abatement action in Superior Court and

WHEREAS, this Ordinance is exempt from SEPA under WAC 197-11-800(19) as procedural only, as authorized by state law; and

WHEREAS, the City Council considered this ordinance during its study session held on January 15, 2019; and

WHEREAS, the City Council adopted this ordinance during its regular City Council meeting of January 22, 2019;

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

Section 1. A new chapter 8.09, Chronic Nuisance Properties, of the Edgewood Municipal Code is hereby adopted, and is attached hereto as Exhibit A, as if fully set forth herein.

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

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of final passage.

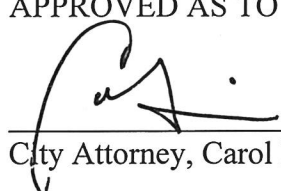
PASSED BY THE CITY COUNCIL ON THE 22ND DAY OF JANUARY, 2019

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



City Attorney, Carol Morris

Date of Publication: January 24, 2019

Effective Date: January 29, 2019

Chapter 8.09 CHRONIC NUISANCE PROPERTIES

Sections:

- 8.09.010 Authority, Purpose and Intent.
 - 8.09.020 Definitions.
 - 8.09.030 Responsibilities of the Owner.
 - 8.09.040 Successive Owners Liable.
 - 8.09.050 Responsibility to Enforce.
 - 8.09.060 Chronic Nuisance Property Notice
 - 8.09.070 Requirement to Respond.
 - 8.09.080 Owner Cooperation.
 - 8.09.090 Abatement Agreement.
 - 8.09.100 Corrective Action.
 - 8.09.110 Commencement of Abatement Action.
 - 8.09.120 Burden of Proof.
 - 8.09.130 Superior Court – Remedies.
 - 8.09.140 Civil Infraction Penalties.
 - 8.09.150 Summary Closure.
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8.09.010 Authority, Purpose and Intent.

A. Authority. The City has the authority to declare what shall be a nuisance, to abate the same and to impose fines upon parties who may create, continue or suffer nuisances to exist.

B. Purpose.

1. The City is committed to protecting its citizens from the dangers of properties that are abandoned, where unsafe conditions exist, or where crime repeatedly occurs. Such properties are known as "nuisance properties" because of their adverse impact on the quality of life of the City's citizens. Additionally, when owners, financial institutions and persons in charge fail to take responsible action to secure and care for these properties, they deteriorate and become "chronic nuisance" properties. Chronic nuisance properties create a substantial financial burden, pose a significant strain on City services, interfere with other's use and enjoyment of their lands, and are a prohibited public nuisance. Persons in charge of such properties have a duty to take all reasonable measures to prevent and abate nuisance activity.

2. It is the purpose of this Chapter to hold legally and financially accountable the owners and persons in charge of nuisance and chronic nuisance properties, and to provide for the restoration and abatement of such properties.

C. Public Benefit. This chapter has been adopted for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons. It is the intent of this chapter to place the obligation of complying with its requirements upon the

owner, occupier, tenant or other person responsible for the condition of the property within the scope of this Chapter. No provision of, or any term used in this chapter is intended to impose any duty to enforce, or any other duty upon the City or any of its officers or employees which would subject them to damages in a civil action.

8.09.020 Definitions.

"Abandoned property," for purposes of defining a chronic nuisance, means a property over which the person in charge no longer asserts control due to death, incarceration, or any other reason, and which is either unsecured or subject to occupation by unauthorized individuals.

"Abate" means to act to stop an activity and/or to repair, replace, remove, or otherwise remedy a condition where such activity or condition constitutes a violation of this Chapter.

"Abatement agreement" means a contract between the City and the person in charge of the chronic nuisance property in which such person agrees to promptly take all lawful and reasonable actions, which shall be set forth in the agreement, to abate the nuisance within a specified time and according to specified conditions.

"Building" includes, but is not limited to, any structure or any separate part or portion thereof, whether permanent or not, or the ground itself.

"Chronic nuisance property" means:

1. A property on which Nuisance is observed on three or more occasions during any 60-day period or on which Nuisance activity is observed on seven or more occasions during any 12-month period; or
2. A property where, pursuant to a valid search warrant, evidence of drug-related activity has been identified two or more times within the previous two years; or
3. Any abandoned property where Nuisance activity exists.

"City" means the City of Edgewood.

"Control" means the ability to regulate, restrain, dominate, counteract or govern property or conduct that occurs on a property.

"Drug-related activity" means any unlawful activity at a property which consists of the manufacture, delivery, sale, storage, possession, use, or giving away of any controlled substance as defined in Chapter 69.50 RCW, legend drug as defined in Chapter 69.41 RCW, or imitation controlled substances as defined in Chapter 69.52 RCW. The production, distribution, and possession of marijuana that is legal under state law shall not result in enforcement action under this Chapter.

"General nuisance" means any act or omission, including performing an unlawful act, or omitting to perform a duty, or permitting an action or condition to occur, exist or continue as provided in Chapter 7.48 RCW or Chapter 9.66 RCW.

"Landlord" means the landowner, lessor or sublessor of the dwelling unit or the property of which it is a part, and in addition, means any person designated as a representative of the landlord.

"Nuisance activity" means and includes:

1. Any General or Specific nuisance.
2. Any civil code violation as defined by state law or local ordinance occurring around or near the property including, but not limited to, the following activities, conditions or behaviors:
 - a. Litter and rubbish;
 - b. Fire hazard from vegetation and debris;

- c. Violations of the Fire Code as adopted in chapter 15.05 EMC.
- 3. Any criminal conduct, including the attempt and/or conspiracy to commit any criminal conduct, as defined by state or local ordinance occurring on, around, near or having a nexus to a property including, but not limited to:
 - a. Reckless endangerment: RCW 9A.36.050;
 - b. Prostitution: RCW 9A.88.030;
 - c. Patronizing a prostitute: RCW 9A.88.110;
 - d. Disorderly house, as defined by: RCW 9A.88.090;
 - e. Indecent exposure: RCW 9A.88.010;
 - f. Lewd conduct: RCW 7.48.050;
 - g. Any firearms or dangerous weapons violations listed in: Chapter 9.41 RCW;
 - h. Noise: Chapter 70.107 RCW;
 - i. Drug-related activity: Chapter 69.50 RCW;
 - j. Gang-related activity: RCW 9.94A.030;
 - k. Warrant arrests, or any instance in which a Department of Corrections (DOC) offender is located at a property while in violation of DOC supervision: Chapter 10.31 RCW; RCW 10.88.370;
 - l. Possession of stolen property: RCW 9A.56.140 through RCW 9A.56.170;
 - m. Trafficking in stolen property and/or criminal profiteering: Chapter 9A.82 RCW;
 - n. Theft, trafficking, or unlawful possession of commercial metal property: Chapter 19.290 RCW;
 - o. Identity theft: RCW 9.35.020.

"Owner" is broadly defined to include a person(s) who legally owns real property and/or the person(s) shown on the last equalized assessment roll as the taxpayer for real property and/or any person in possession or control of property including an occupant, a builder or business operator who is developing, building, or operating a business on the property, or a person who has responsibility for maintaining the property.

"Person" means a natural person, financial institution, bank, joint venture, partnership, association, club, company, corporation, business trust, or organization, or the manager, lessee, agent, officer, or employee of any of them.

"Person in charge" of a property means any person in actual or constructive possession or control of a property including, but not limited to, an owner, occupant, agent or property manager of a property under his control, and any bank or financial institution in actual or constructive possession or which possesses any sort of lien or interest in the property. There may be at any one time multiple persons in charge of a property all of which may be jointly and severally liable under this Chapter.

"Premises and property" may be used by this Chapter interchangeably and means any building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used for residential, commercial, or other purposes, and including abandoned or unused property.

"Public Official" means any person(s) designated by the Mayor to carry out the purposes of this Chapter, and any law enforcement officer.

"Rental unit" means any structure or that part of a structure including, but not limited to, single-family home, room or apartment, which is rented to another and used as a home, residence or sleeping place by one or more persons.

“Solid Waste” includes all putrescible and non-putrescible solid and semisolid wastes, including, but not limited to, garbage (bagged or loose), rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, parts of abandoned vehicles, recyclable materials, containers of household liquids or hazardous wastes, old or unused furniture, furniture parts, machinery or appliances, household fixtures, tires, batteries, mattresses, rotting or scrap lumber, paper and/or cardboard, rubber debris, scrap metal, vehicle parts, hardware, cut brush or wood, dead or decaying plant materials, animal carcasses or animal waste. “Solid Waste” also includes but is not limited to: yard debris (including plant material commonly created in the course of maintaining yards and gardens and through horticulture, gardening, landscaping or similar activities; grass clippings, leaves, branches, brush, weeds, flowers roots, windfall fruit, vegetable garden debris, holiday trees, and tree branches four inches or less in diameter) any material or item kept, placed, stored, stockpiled or managed in a manner that does not preserve its value; and any material or item for which a landowner would need to pay for its removal, recycling and disposal; and any material or item stockpiled for recycling but the market for the material or item is unavailable or insufficient; and any such Solid Waste kept, placed, stored, stockpiled or managed on property not zoned for such use.

"Specific nuisance" means maintaining or permitting upon any land:

a. Sewage Discharge.

(1) The discharge of sewage, human excrement or other wastes in any location or manner, except through approved means of sewage disposal which are constructed and maintained either in accordance with the regulations of the City, the Tacoma-Pierce County Health Department and/or as required by any other local agency with jurisdiction.

(2) Any residence, business, building or place where people congregate, reside or work that is not serviced by a fully functional sewage disposal system that is either constructed maintained in accordance with the regulations of the City, any other agency with jurisdiction or the Tacoma-Pierce County Health Department;

b. Potable Water. Any residence, business, building or place where people congregate, reside or work that does not have an adequate and lawful source of potable water as required by State or local regulations.

c. Solid Waste. Property where solid waste has accumulated or is handled, stored, treated, processed or buried except for properly permitted solid waste handling sites or facilities that are operated and maintained in full compliance with the terms of any permit, license, statute, regulation or ordinance regulating such activity and solid waste securely stored in receptacles or containers designed to prevent threats to human health or safety or to the environment until such solid waste enters a solid waste handling system.

d. Unfit for Use. Any property or vehicle that has been found contaminated and declared unfit for use by a local health officer pursuant to RCW 64.44.030.

e. Junk Storage/Dismantling. Any property used or maintained for the purpose of dismantling, salvaging, storing or repairing of machinery metals or vehicles, except where the landowner has obtained all licenses, permits and approvals necessary to conduct such activity and is conducting the activity in compliance with such permits.

f. Attractive Nuisances.

(1) Any poisonous material or poisonous thing on any property accessible to any animal or person;

(2) Unsecured hazards accessible to and posing a danger to minor children, animals, and any person with, or regarded as having, a sensory, physical or mental impairment which

substantially limits one or more major life activities, which include, but are not limited to: unused, abandoned, or discarded refrigerators, freezers or large appliances, or any unsecured or abandoned excavation, pit, mine, cistern, storage tank, or shaft;

g. Buildings/Structures.

(1) Any building or structure where construction was commenced and then ceased and the building or structure was left unfinished, or any building or structure that has been constructed or modified without required permits;

(2) Any property or vehicle that has been found contaminated and declared unfit for use by a local health officer pursuant to RCW 64.44.030; and

(3) Property maintained in violation of the terms of a written order issued by the City Community Development or Public Works Department, the Tacoma-Pierce County Health Department, or the Pierce County Fire Prevention Bureau.

8.09.030 Responsibility of Landowner. Every landowner has a duty to maintain his/her property in a lawful manner and free of nuisances, to exercise reasonable diligence to ensure that his/her property remains free of nuisances; and to ensure that no other person causes or contributes to a nuisance on the Landowner's property. It is not a defense to the enforcement of this Chapter that other persons may have caused or contributed to the nuisance.

8.09.040 Successive Owners Liable. The owner of property, and every successive owner of property who neglects to abate a continuing nuisance upon, or in the use of such property caused by a former owner, is liable therefor in the same manner as the one who first created it. No lapse of time can legalize a nuisance.

8.09.050 Responsibility to Enforce.

A. The Mayor and/or the Police Chief and their designees (collectively referred to as the "Public Official" in this Chapter) shall have the responsibility to enforce this Chapter. The Mayor/Police Chief may call upon the City's building, community development, public works or other appropriate department to assist in enforcement.

B. Upon presentation of proper credentials, the Public Official may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter at reasonable times any building or premises subject to the consent or warrant, in order to perform the responsibilities imposed by this Chapter.

8.09.060 Chronic Nuisance Property – Notice.

A. Whenever a Public Official has documentation which confirms that there is nuisance activity meeting the definition of chronic nuisance, general nuisance or specific nuisance, the Public Official may serve a written notice on the person in charge of the property, that the property is being declared a chronic nuisance property.

B. The Notice shall be served upon all of the persons in charge of the property (as provided in Subsection C below), and shall include all of the following:

1. The name and address of the person to whom it is directed;
2. The street address or a legal description of the property sufficient for identification;

3. A concise description of the nuisance activities that have occurred on the property and whether the property is abandoned, together with an identification of the code or requirement of this Chapter which supports the nuisance declaration;

4. A demand that the Person in Charge respond to the Public Official within ten (10) days of service of the Notice to discuss the nuisance activities and create a plan to abate the nuisance;

5. A statement that the Person in Charge shall have an opportunity to abate the nuisance;

6. A warning that if the Person in Charge does not respond as required, or if the matter is not voluntarily corrected to the satisfaction of the Public Official, the City may file an action to abate the property as a Chronic Nuisance Property pursuant to this Chapter and/or take other action against the property or the Person in Charge; and

7. A warning that the Person in Charge of the property may be subject to penalties as set forth in this Chapter.

C. The Notice shall be sent to the Person in Charge by first class mail or personally served and a copy shall be sent by certified mail. When a Notice is issued to a Person in Charge who is not the owner or the owner's agent, who has permitted a property to become a Chronic Nuisance property, a copy of such Notice shall also be sent by first class mail or personally served on the owner of the property, and a copy shall be sent by first class mail.

8.09.070 Requirement to Respond – Abatement Agreement.

A. A person in charge who receives a notice pursuant to this Chapter must, within ten (10) days of service, contact the officer who issued the notice to establish a plan of action to eliminate the conditions, behaviors or activities which constitute a nuisance at the property. Failure to respond as required shall subject the person in charge to the civil penalties set forth in EMC 8.09.140.

B. If the owner or person in charge responds as required by the notice and agrees to a course of action to abate the nuisance activities, a written abatement agreement conforming to the requirements of EMC 8.09.090 shall be executed.

8.09.080 Owner Cooperation. An owner who receives a copy of a notice pursuant to EMC 8.09.060 describing a chronic nuisance property permitted by a person in charge other than the owner or the owner's agent, shall promptly take all reasonable steps requested in writing by the Public Official to assist in abatement of the nuisance property. Such reasonable steps may include the owner taking all acts and pursuing all remedies, including pursuing eviction of the person in charge, that are (1) available to the owner pursuant to any lease or other agreement, and (2) consistent with state and local laws, including RCW 59.18.580, the Victim Protection Limitation on Landlord's Rental Decisions.

8.09.090 Abatement Agreement.

A. An abatement agreement is a contract between the City and the person in charge of the chronic nuisance property in which such person agrees to promptly take all lawful and reasonable actions, which shall be set forth in the agreement, to abate the nuisance activities

within a specified time and according to specified conditions. The agreement shall be signed by the person in charge and, if different, the owner. The agreement shall include the following:

1. The name and address of the persons in charge of the property;
2. The street address or a description sufficient for identification of the property, building, structure or land upon or within which the nuisance is occurring;
3. A description of the nuisance activities;
4. The necessary corrective action to be taken, and a date or time by which correction or abatement must be completed;
5. An agreement by the person in charge that the City may inspect the property as may be necessary to determine compliance with the abatement agreement;
6. An agreement by the person in charge that the City may abate the nuisance and recover its costs and expenses and monetary penalties pursuant to this chapter from the person in charge for the nuisance, if the terms of the abatement agreement are not met;
7. When a person in charge, other than an owner or an owner's agent, has permitted a property to be a chronic nuisance property, an agreement by the owner to promptly take all acts and pursue all remedies requested by the Public Official, pursuant to EMC 8.09.080.

8.09.100 Corrective Action.

- A. Once the person in charge has entered into an abatement agreement or otherwise produced an approved plan to abate the nuisance, he or she must abide by the approved plan and promptly take corrective action to eliminate the nuisance.
- B. Corrective action may include, but is not limited to:
 1. Effective tenant screening, leasing and rule enforcement;
 2. Implementing physical improvements for crime prevention such as removal of sight obscuring grass, blackberries and scotch broom where such removal is otherwise permitted by law;
 3. Providing security for the property;
 4. Evicting persons responsible for the nuisance activity; and
 5. Pursuing other remedies available to the owner pursuant to any lease or other agreement.
- C. The City may offer services to persons in charge with known mental or physical disabilities in order to facilitate such persons taking all lawful and reasonable corrective action necessary to abate the nuisance.
- D. All corrective action must conform to state and local laws including, but not limited to, development regulations and RCW 59.18.580, the Victim Protection Limitation on Landlord's Rental Decisions.

8.09.110 Commencement of Abatement Action. The matter may be referred to the City Attorney for review and a determination whether to initiate legal action if:

- A. If the agreed upon course of action in the abatement agreement does not result in the abatement of nuisance activities to the satisfaction of the Public Official within the deadline(s)

established in the abatement agreement or within such longer period as agreed upon by the Public Official in writing; or

B. The person in charge fails to respond as required in the Notice of Chronic Nuisance property.

8.09.120 Burden of Proof. In any action filed, the City shall have the burden of showing by a preponderance of the evidence that the property is a chronic nuisance property. In an action against an owner to recover penalties authorized by EMC 8.09.140, the City shall have the additional burden to prove that the owner failed to comply with EMC 8.09.080 (Owner Cooperation). Police reports, official City reports, and affidavits may be offered as evidence of chronic nuisance. The failure to prosecute an individual, or the fact no one has been convicted of a crime, is not a defense to a chronic nuisance action. Additionally, evidence of a property's general reputation and the reputation of persons residing in or frequenting the property shall be admissible in such actions.

8.09.130 Superior Court – Remedies. If the Superior Court determines the property to be a chronic nuisance under this Chapter, the court may:

A. Issue a warrant of abatement as provided in RCW 7.48.260, which may include, but is not limited to an order requiring that:

1. The person in charge (or owner) abate the nuisance activity from occurring on the property and establish a deadline for the same;
2. That the premises be vacated, closed and secured from entry;
3. That the Police Chief shall have the right to inspect the property to determine compliance with the Court's order and that a safety inspection may be performed by the City's Police Chief, Code Enforcement officer Building Official, Fire Marshal, or any other government agency;
4. That a penalty be imposed of up to \$500 per day against the person in charge for each day from the date of the notice was issued until the Public Official confirms that the property is no longer a chronic nuisance;
5. That the person in charge or owner may post a bond as allowed by RCW 7.48.270 for the performance of the abatement activities within an established time period not to exceed six months. Such bond shall be in an amount established by the court and upon the default of the person in charge (or the owner), such bond amount shall be forfeit.
6. That the Court may issue an order allowing the City to take action to abate the nuisance activities on the property, provided that the costs of such City action are to be paid for by the person in charge of the property or owner;
7. That the property shall be placed into receivership in accordance with Chapter 7.60 RCW to allow recovery from the property the reasonable, necessary expenses of abating the nuisance and returning the property to productive use;
8. Order the person in charge to pay relocation assistance to any tenant who must relocate because of the order of abatement, and who the court finds not to have caused or participated in nuisance activities at the property; and
9. Any other further relief deemed appropriate by the court.

B. In assessing the penalties and remedies, the court may consider the following factors:

1. The actions taken by the person in charge to mitigate or correct the nuisance activity;
2. The financial condition of the person in charge;
3. Any known mental or physical disabilities of the person in charge;
4. The repeated or continuous nature of the nuisance activity;
5. The statements of the neighbors or those affected by the nuisance activity; and
6. Any other factor deemed relevant by the court.

C. Any fine, civil penalty and/or expense awarded to the City may be filed with the Assessor-Treasurer who shall cause the same to be filed as a lien on the property. Expenses shall be submitted to the court for review and may be collected on execution.

D. The City shall file a formal lis pendens notice when an action for abatement is filed in the Superior Court.

E. The Superior Court shall retain jurisdiction during any period of closure or abatement of the property.

F. The District Court shall have jurisdiction of all civil infractions issued pursuant to this Chapter.

8.09.140 Civil Infraction Penalties – Chronic Nuisance. The City may pursue penalties in District Court for the following violations under the procedure established in chapter 7.80 RCW.

A. It is a class 1 civil infraction for any person in charge to fail to respond to the public official or their designee within ten days of service of the chronic nuisance notice.

B. It is a class 1 civil infraction for any person in charge to fail to enter into an abatement agreement or otherwise produce an approved plan to abate the nuisance within 15 days of the issuance of the chronic nuisance notice.

C. After the issuance of the chronic nuisance notice, and after the time to enter into an abatement agreement or otherwise produce an approved plan has passed, every subsequent nuisance activity is a class 1 civil infraction.

D. The penalties and remedies of this Chapter are not exclusive and do not affect any other enforcement actions taken by the City under this Chapter or any other Section of the Edgewood Municipal Code or law or enforcement actions taken by a different jurisdiction.

8.09.150 Summary Closure. Nothing in this Chapter prohibits the City from taking any emergency action for the summary closure of such property when it is necessary to avoid an immediate threat to public welfare and safety. The City may take summary action to close the property without complying with the notification provisions of EMC 8.09.060, but shall provide such notice as is reasonable under the circumstances.

8.09.160 Appeals. A Notice of Infraction under EMC Section 8.09.140 may be contested as provided in chapter 7.80 RCW.