CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA
Tues., March 26, 2019 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

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

2. **PUBLIC HEARING**
   A. AB19-008 – Proposed Ordinance No. 19-0543- Zoning, Critical Areas & Subdivision Code Enforcement

3. **AUDIENCE COMMENT**

4. **MAYOR'S REPORT**

5. **CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
   The following items are presented for Council approval:
   A. Regular City Council Meeting Minutes of March 12, 2019,
   B. Study Session Meeting Minutes of March 19, 2019,
   C. AB19-009, a motion approving March 2019 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Payroll Check Number 10608; Dept. of Retirement Systems; Dept. of Labor and Industry; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of $94,244.33; and Vendor Check Numbers 23732 through 23753 with EFT and Direct Pay Payments in the amount of $280,002.57. Total distributions submitted for review & authorization in the amount of $374,246.90.
   D. AB19-0450, a motion to adopt Resolution No. 19-0450, authorizing the Mayor to execute a Master Service Agreement with CivicPlus for installation, customization, and ongoing technical support for Web, City Clerk and Messaging Broadcast Services software
   E. AB19-0451, a motion to adopt Resolution No. 19-0451, authorizing the Mayor to sign the Watershed Resource Inventory Area (WRIA) 10 Watershed Restoration and Enhancement Committee Operating Principles and Charter

6. **COUNCIL BUSINESS**
   A. AB19-0543, a motion to adopt Ordinance No. 19-0543, relating to Land Use, Zoning, Critical Areas and Subdivision Code Enforcement, changing the procedures for enforcement from a system allowing Hearing Examiner appeals of notices of violation/stop work/emergency orders, to a civil infraction system, which is enforced through Pierce County District Court, as allowed by Chapter 7.80 RCW, providing for issuance of Notices of Civil Infraction, allowing a violator to request a hearing to either contest the notice or to explain mitigating circumstances; establishing penalties, allowing for recovery of attorney's fees, describing the consequences for failure to respond to a notice of civil infraction, allowing the City Attorney to obtain additional relief form the Superior Court, such as injunctions and abatement, amending Sections 14.10.130, 18.85.010, 18.85.020, 18.85.040, 18.85.060, 18.85.070, 18.85.080, 18.85.085, 18.85.090, 18.85.100, 18.85.110, 18.85.120, adding new

Sections 18.85.075, 18.85.076, 18.85.085, 18.85.095, 18.85.096, 18.85.104, 18.85.105 and 18.85.140 to the Edgewood Municipal Code

B. **AB19-010,** a discussion on the Marketing and Branding Plan regarding Panzano + Partners

7. COUNCIL COMMENTS

8. ADJOURN

City Of Edgewood
Council Agenda Summary Sheet

SUBJECT:	Agenda Item #:	AB19-008
PUBLIC HEARING - Zoning, Critical Areas and Subdivision Code Enforcement	For Agenda of:	March 26, 2019
	Prepared by:	Carol Morris

ATTACHMENTS (list): ☒ Proposed Ordinance No. 19-0543

Approval of Materials:			
Mayor, Daryl Eidinger	☒	**Expenditure Required:**	$0
Asst. City Administrator, Dave Gray	☒	**Amount Budgeted:**	$0
City Attorney, Carol Morris	☒	**Appropriation Required:**	$0
City Clerk, Rachel Pitzel	☒	**Timeline:**	
Community Development Director, Darren Groth	☒	*Study Session: 03/19/2019*	
Public Works, Jeremy Metzler	☒	*Public Hearing and Adoption: 03/26/2019*	
Police Chief, Micah Lundborg	☒		

Fiscal Note/Consideration:
The existing Zoning/Subdivision Code Enforcement Chapter 18.85 EMC provides a Hearing Examiner appeal of an issued Notice of Violation, Stop Work or Emergency Order. An appeal fee is charged, but this is usually a small portion of the Hearing Examiner's bill, because the Examiner will charge his/her hourly rate for the appeal hearing. This means that the City usually absorbs the majority of the Hearing Examiner's bill. The new ordinance allows a violator to request a hearing in Pierce County District Court. The City already has an interlocal agreement which covers the costs related to the Pierce County District Court. If the City initiates a code enforcement action but the court finds in favor of the property owner, the City may be required to pay the property owner's attorneys' fees.

SUMMARY STATEMENT: This new procedure has been largely copied from chapter 7.80 RCW, and the District Court should be very familiar with it. The current procedure for Zoning and Subdivision Code Enforcement would be changed in the following ways as a result of the adoption of the attached ordinance:

1. It is clear that it applies to violations of the Critical Areas Ordinance, Title 14;
2. Once the code enforcement officer issues a Notice of Civil Infraction, it is filed with the District Court. The violator has 15 days to respond by either paying the fine (if the violation has been corrected); requesting a hearing to contest the Notice; or requesting a hearing to explain mitigating circumstances. If the violator does not respond, the violator may be charged with a misdemeanor and be punished by a fine or imprisonment in jail or both.
3. The City may refuse to issue any permits or approvals on the same property until the violation has been corrected. There is a procedure for restoration orders which applies for critical areas and/or other environmental violations.
4. If a hearing is requested to contest the civil infraction, the court determines whether the infraction has been committed and may impose a $250 fine (previous procedure was $500 per day, per violation). The court may modify the penalty and allow a person who cannot pay the fine to perform community restitution. There is a limited ability to appeal the decision to superior court (previous procedure had no limit on the ability to appeal).
5. If a hearing is requested in order to explain mitigating circumstances is limited in the evidence that can be presented and no appeal is allowed. Again, the court may modify the penalty.
6. If a person fails to respond to the Notice of Civil Infraction, fails to pay the penalty, or fails to perform the community restitution, may be found in contempt of court and guilty of a misdemeanor and subject to criminal penalties.

7. Attorneys' fees may be awarded by the court to either party – meaning, if the court finds that the City did not meet its burden to prove that the violation occurred, the court could require the City to pay the prevailing party's attorneys' fees.
8. We need to keep records on the Notice of Infraction issued under chapter 7.80 RCW. The procedure appears to be set up for a "ticket" system, such as for parking tickets. Given the fact that the City is more interested in compliance and the City may waive the penalty, not all of the procedures from chapter 7.80 RCW (keeping Notices in triplicate, auditing them monthly) are applicable and have not been added to the code.

The advantages to this new system are: (1) cost (see discussion under Fiscal Note); (2) reduction in paperwork (the court handles the paperwork after issuance of the Notice of Civil Infraction; and (3) speed (we do not need to schedule the appeal to fit into the Hearing Examiner's schedule.

We haven't used this procedure before, so if it doesn't work, we can go back to the previous way, using the Hearing Examiner appeals system.

This ordinance is not defined as a "development regulation," and therefore does not require a hearing before the Planning Commission. However, it is recommended that the City Council needs to hold a public hearing on it prior to adoption.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: *State when item went to what committee/commission and their recommendation.*

RECOMMENDED ACTION: **Public Hearing** for proposed Ordinance No. 19-0543, under Council Business for action as Item 6A.

ALTERNATIVES TO RECOMMENDED ACTION:

1) Postpone action;
2) Forward to another Study Session for further review

ORDINANCE NO. 19-0543

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATING TO LAND USE, ZONING, CRITICAL AREAS AND SUBDIVISION CODE ENFORCEMENT, CHANGING THE PROCEDURES FOR ENFORCEMENT FROM A SYSTEM ALLOWING HEARING EXAMINER APPEALS OF NOTICES OF VIOLATION/STOP WORK/EMERGENCY ORDERS, TO A CIVIL INFRACTION SYSTEM, WHICH IS ENFORCED THROUGH PIERCE COUNTY DISTRICT COURT, AS ALLOWED BY CHAPTER 7.80 RCW, PROVIDING FOR ISSUANCE OF NOTICES OF CIVIL INFRACTION, ALLOWING A VIOLATOR TO REQUEST A HEARING TO EITHER CONTEST THE NOTICE OR TO EXPLAIN MITIGATING CIRCUMSTANCES; ESTABLISHING PENALTIES, ALLOWING FOR RECOVERY OF ATTORNEY'S FEES, DESCRIBING THE CONSEQUENCES FOR FAILURE TO RESPOND TO A NOTICE OF CIVIL INFRACTION, ALLOWING THE CITY ATTORNEY TO OBTAIN ADDITIONAL RELIEF FROM THE SUPERIOR COURT, SUCH AS INJUNCTIONS AND ABATEMENT, AMENDING SECTIONS 18.85.010, 18.85.020, 18.85.040, 18.85.060, 18.85.070, 18.85.080, 18.85.085, 18.85.090, 18.85.100, 18.85.110, 18.85.120, ADDING NEW SECTIONS 18.85.075, 18.85.076, 18.85.085, 18.85.095, 18.85.096, 18.85.104, 18.85.105 AND 18.85.140 TO THE EDGEWOOD MUNICIPAL CODE, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City Council adopted chapter 18.85 of the Edgewood Municipal Code in order to enforce the City's Zoning and Subdivision Codes; and

WHEREAS, chapter 18.85 EMC allows the City to issue Notices of Violation, Stop Work Orders and Emergency Orders, which subject the violator to civil penalties, all of which may be appealed to the City Hearing Examiner; and

WHEREAS, chapter 7.80 RCW describes a procedure that can be adapted by the City for code enforcement, which allows a violator to request a hearing to the Pierce County Municipal Court to either contest whether an infraction occurred or to explain the mitigating conditions; and

WHEREAS, the procedure in chapter 7.80 RCW has a number of advantages over the Hearing Examiner appeal system (for example, it is less costly than allowing an appeal through the Hearing Examiner, who must be paid hourly); and

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

WHEREAS, this enforcement chapter is not a "development regulation" as defined in RCW 36.70A.020(7), and therefore, does not require a hearing before the City Planning Commission under EMC 18.60.080; and

WHEREAS, the City Council considered this ordinance during its study session held on March 19, 2019; and

WHEREAS, the City Council held a public hearing and adopted this ordinance during its regular City Council meeting of March 26, 2019;

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

Section 1. Adoption. Chapter 18.85 of the Edgewood Municipal Code is hereby amended to read as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

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 26TH DAY OF MARCH, 2019

_____
Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

_____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

_____

City Attorney, Carol Morris

Date of Publication: 03/28/2019
Effective Date: 04/02/2019

Chapter 18.85

ENFORCEMENT

Sections:

18.85.010 Intent.
18.85.020 Violations.
18.85.030 Responsibility to enforce.
18.85.040 Investigation and ~~notice of violation.~~ Notice of Civil Infraction.
18.85.050 Time to comply.
18.85.060 Stop work order.
18.85.070 Emergency order.
18.85.075 Prohibition on Permit Approvals.
18.85.076 Response to Notice of Civil Infraction.
18.85.080 ~~Appeals.~~ Contesting the Determination and Civil Infraction.
18.85.085 Failure to Respond.
18.85.090 ~~Appeal hearing.~~ Hearings – Rules of Procedure – Counsel.
18.85.095 Hearings – Contesting Determination that Infraction Committed – Appeal.
18.85.096 Hearings – Explanation of Mitigating Circumstances.
18.85.100 ~~Civil penalty.~~ Monetary Penalties – Restitution – Restoration Orders.
18.85.104 Order of Court – Modification of Penalty – Community Restitution.
18.85.105 Costs and Attorneys' Fees.
18.85.110 ~~Criminal penalties.~~ Failure to Respond to Notice of Civil Infraction – Failure to Satisfy Penalty.
18.85.120 Additional relief.
18.85.130 Penalties for subdivision violations.

18.85.010 Intent.

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. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of the Development Standards Code, this title 18, the Critical Areas Code, title 14, and the Subdivision Code, EMC Title 16. 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.

18.85.020 Violations.

A. It is a violation of the Development Standards Code, this title 18, the Critical Areas Code, title 14, and the Subdivision Code, EMC Title 16, for any person to initiate, maintain or cause to be initiated or maintained the use of any structure, land or property within the city, without first obtaining the permits or authorizations required for the use by the aforementioned codes.

B. It is a violation of the Development Standards Code, this title 18, the Critical Areas Code, title 14, and the Subdivision Code, EMC Title 16, for any person to use, construct, locate, demolish or cause to be used, constructed, located, or demolished any structure, land or property within the

city, in any manner that is not permitted by the terms of any permit or authorization issued pursuant to the aforementioned titles; provided, that the terms or conditions are explicitly stated on the permit or the approved plans.

C. In addition to the above, it is a violation of EMC Title 16, Title 14 and this title 18 to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with the aforementioned titles; and

2. To misrepresent any material fact in any application, plans or other information submitted to obtain any building or construction authorization.

18.85.030 Responsibility to enforce.

A. The community development director shall have the responsibility to enforce this chapter. The director may call upon the police, fire, building, public works or other appropriate city departments to assist in enforcement. As used in this chapter, "community development director" or "director" shall also mean his or her duly authorized representative.

B. Upon presentation of proper credentials, the director 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.

18.85.040 Investigation and notice of violation.

A. Investigation. The director is authorized to investigate any structure or use which he/she reasonably believes does not comply with the standards and requirements of the Development Standards Code, this title 18, the Critical Areas Code, Title 14, or the Subdivision Code, EMC Title 16. As used in this Chapter, "enforcement officer" means a person authorized to enforce the provisions of this Chapter, and shall include, but not be limited to, the director.[1]

B. Notice of Civil Infraction.[2] ~~Notice of Violation~~. If, after investigation, the director determines that the standards or requirements of the Development Standards Code, this Title 18, the Critical Areas Code, Title 14, and the Subdivision Code, EMC Title 16, or the provisions of this chapter have been violated, the director may serve a notice of civil infraction ~~violation~~ upon the owner, tenant or other person responsible for the condition. The notice of civil infraction ~~violation~~ shall contain the following information:

1. The name and address of the person to whom it is directed;

2. The location and specific description of the violation;

3. A statement that the notice (or order, in the case of a stop work or emergency order) is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;

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[1] RCW 7.80.040.

[2] RCW 7.80.070.

4. A statement that the notice (or order, in the case of a stop work or emergency order) represents a determination that a civil infraction has been committed by the person named in the notice and that the determination is final unless contested as provided in this chapter; ~~The notice of violation may include or reference a stop work order or emergency order requiring that the violation immediately cease, or that the potential violation be avoided;~~

5. The notice of civil infraction ~~violation~~ may include or reference a stop work or emergency order requiring that the person cease all work on the premises until correction and/or remediation of the violation as specified in the order;

6. A specific identification of each standard, code provision or requirement violated;

7. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including, but not limited to, replacement, repair, supplementation, revegetation or restoration;

8. A reasonable time for compliance;

9. A statement that a civil infraction is a noncriminal offense for which imprisonment may not be imposed as a sanction, together with a statement of the monetary penalty established for a civil infraction in Section 18.85.100; ~~A statement that the violation may result in the imposition of penalties, and, if the violation is not already subject to criminal prosecution, that any subsequent violations may result in criminal prosecution as provided in EMC 18.85.110 (or EMC 18.85.130 for subdivision violations);~~

10. A statement of the options provided in this Chapter for responding to the Notice of Civil Infraction and the procedures necessary to exercise those options; ~~A statement that failure to comply with the notice of violation may result in further enforcement actions, including issuance of additional notices of violation, civil fines and criminal penalties; and~~

11. A statement that the alleged violator must respond to the Notice of Civil Infraction as provided in this Chapter within fifteen (15) days; ~~A statement that the notice of violation represents a determination that a violation has been committed by the person named in the notice of violation, and that the determination shall be final unless appealed as provided in EMC 18.85.080, and that the appeal must be timely filed under the procedures set forth in EMC 18.85.080(E) (within 15 calendar days of service of the notice of violation).~~

12. A statement that failure to respond to the Notice of Civil Infraction or failure to appear at a hearing requested for the purpose of contesting the determination or for the purpose of explaining any mitigating circumstances will result in a default judgment against the person in the amount of the penalty and that this failure may be referred to the city attorney/prosecuting attorney for criminal prosecution for failure to respond or appear;

13. A statement that failure to respond to a Notice of Civil Infraction or to appear at a requested hearing is a misdemeanor and may be punished by a fine or imprisonment in jail as provided in EMC Section 18.85.110(A); and

14. A statement that at any hearing to contest the determination, the City has the burden of proving, by a preponderance of the evidence, that the civil infraction was committed and that

the person may subpoena witnesses, including the enforcement officer who issued the Notice of Civil Infraction.

C. Each Day a Separate Violation. Each day a person or entity fails to comply with the code provision cited in the Notice of Civil Infraction ~~violation~~ may be considered a separate violation. ~~for which a separate citation may be issued.~~

D. Service and Filing. The civil infraction proceeding is initiated by the issuance, service and filing of a Notice of Civil Infraction.[3]

1. The Notice of Civil Infraction ~~violation~~ shall be served on the owner, tenant or other person responsible for the condition in the manner set forth in RCW 4.28.080 for service of a summons. ~~, or personally, as set forth in RCW 4.28.080(15).~~ In lieu of service under RCW 4.28.080(16 ~~5~~), where the person cannot with reasonable diligence be served as described, the notice of violation may be served as provided in RCW 4.28.080(17 ~~6~~). Otherwise, service shall be as provided by court rule or the Civil Rules for Courts of Limited Jurisdiction 4 (CRLJ 4).

2. A Notice of Civil Infraction may be issued by an enforcement officer when the civil infraction occurs in the officer's presence. A court may issue a Notice of Civil Infraction if an enforcement officer files with the court a written statement that the civil infraction was committed in the officer's presence or that the officer has reasonable cause to believe that a civil infraction was committed.

3. A Notice of Civil Infraction shall be filed with the Pierce County District Court within forty-eight (48) hours of issuance, excluding Saturdays, Sundays and holidays. A Notice of Infraction not filed within the time limits prescribed in this Section may be dismissed with prejudice.

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

F. Other Actions May Be Taken. Nothing in this chapter shall be deemed to limit or preclude any action or proceeding pursuant to EMC 18.85.060 (Stop work order), 18.85.070 (Emergency order), 18.85.100 (Civil Infraction penalty), 18.85.110 (Criminal penalties), 18.85.120 (Additional relief), or 18.85.130 (Penalties for subdivision violations).

G. Additional Notice to Others. The director may mail or cause to be delivered to all residential and/or nonresidential rental units in the structure, or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.

H. Recording. A notice of civil infraction may be recorded upon issuance with the Pierce County auditor against the subject property. If a notice of civil infraction is recorded against the property, the City shall record a Certificate of Compliance against the subject property if:

1. The civil infraction proceeding has been dismissed or decided in favor of the person to whom the notice was issued; or

[3] RCW 7.80.050.

2. Any monetary penalty assessed for the infraction has been paid and the violation has been remedied to the satisfaction of the City.

~~H. Recording. A copy of the notice of violation may be filed with the county auditor when the responsible party fails to correct the violation and no appeal is filed, or the director requests that the city attorney take appropriate enforcement action. The director may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.~~

~~I. 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.~~

18.85.050 Time to comply.
When calculating a reasonable time for compliance in the notice of violation, the director 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, construction requirements and the legal prerogatives of landlords and tenants; and

E. Any other circumstances beyond the control of the responsible party.

18.85.060 Stop work order.
A. Whenever a continuing violation of EMC Title 16, Title 14 or this title 18 will materially impair the director's ability to secure compliance, or when the continuing violation threatens the health or safety of the public, the director has the authority to issue a stop work order prohibiting any work or other activity at the site. The stop work order shall be in writing and served upon persons engaged in doing such work or causing such work to be done. The stop work order shall be immediately posted on the property. Failure to comply with a stop work order shall constitute a violation of this chapter.

B. The stop work order shall include the information in EMC 18.85.040(B)(1) through (8). ~~In addition, the stop work order shall include a statement that the person to whom the stop work order is directed or the property owner may file an appeal and request an expedited hearing with the hearing examiner within seven calendar days after service of the stop work order.~~ If ~~no appeal is filed and~~ compliance with the stop work order is not achieved within the compliance date, the director ~~may ask the city attorney to seek additional relief under EMC 18.85.120 and/or the director~~ may file a notice of ~~violation~~ Civil Infraction for the violation pursuant to EMC 18.85.040. ~~, seeking compliance and describing penalties.~~

~~C. Expedited Appeal. The hearing examiner shall hold the expedited appeal hearing on a stop work order according to the applicable procedures in EMC 18.85.090. If the hearing examiner~~

~~finds that a violation has occurred which has not been corrected by the deadline established for compliance, the director may ask the city attorney to seek additional relief under EMC 18.85.120 and/or the director may issue a notice of violation for the violation pursuant to EMC 18.85.040, describing penalties.~~

18.85.070 Emergency order.

A. Whenever any use or activity in violation of EMC Title 16, Title 14 or this title 18 threatens the health and safety of the occupants of the premises or any member of the public, the director has the authority to issue an emergency order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected. The emergency order shall be immediately posted on the property and served on the person(s) responsible. Failure to comply with an emergency order shall constitute a violation of this chapter.

B. The emergency order shall include all of the information in EMC 18.85.040(B)(1) through (8). ~~In addition, the emergency order shall include a statement that the person to whom the emergency order is directed may file an appeal and request an expedited hearing with the hearing examiner within seven calendar days after service or posting of the emergency order.~~ If ~~no appeal is filed and~~ compliance is not achieved, the director ~~may ask the city attorney to seek additional relief under EMC 18.85.120 and/or the director~~ may issue a notice of Civil Infraction ~~violation~~ pursuant to EMC 18.85.040, seeking compliance and penalties.

~~C. Expedited Appeal. The hearing examiner shall hold the expedited appeal hearing on an emergency order according to the applicable procedures in EMC 18.85.090. If the hearing examiner finds that the violation described in the emergency order occurred or exists, any condition described in the emergency order which is not corrected within the time specified is hereby declared to be a public nuisance and the director may ask that the city attorney take action to obtain a warrant of abatement for the property in superior court. The owner or person responsible (or both) shall be responsible for the costs associated with the abatement, in the manner provided by law.~~

18.85.075 Prohibition on Permit Approvals.

A. No permit or approval shall be granted pursuant to Title 18, Title 14 or Title 16 if the director has knowledge of any violation on the subject property, unless such activity is authorized under this chapter (*i.e.,* a permit may be granted to remedy a violation).

B. A permit may be granted if conditioned on remediation of the violation within a reasonable time as calculated by the Director. If a permit or approval is conditioned on remedial action, a bond, cash set-aside or other, similar instrument may be required to ensure compliance.

C. Adherence to the requirements of Title 18, Title 14 or Title 16, and to any permit conditions or orders issued pursuant to such titles is required throughout the construction period and thereafter. No use or activity subject to Title 18, Title 14 or Title 16 may be carried out within a critical area, buffer or management zone where a violation occurred, until the City determines that all violations in the affected critical area, buffer or management zone have been fully remedied.

D. *Restoration Orders.*

1. If warranted due to the scale of the damage or the sensitivity of the affected critical area, associated buffer or dependent fish and wildlife, the City may require submission of a restoration plan and implementation schedule prior to initiation of the restoration activity. If so, any development activity on the site where the violation occurred shall cease until the City approves the restoration plan and schedule. The plan shall be prepared by a qualified profession as determined by the Director, and shall describe how the proposed actions meet the requirements of the applicable code provisions. Restoration activities shall be reviewed by the Director under the requirements for a Critical Areas Permit (as required by Title 14 EMC). Inadequate plans as determined by the Director shall be returned to the violator/property owner for revision and resubmittal.

2. Restoration plans shall comply with the following requirements unless the property owner/violator demonstrates that equal or greater critical area and buffer functions can otherwise be obtained.

a. The pre-violation structure, condition, and functions of the critical area, associated buffer and sensitive area zone, as applicable, shall be restored including, but not limited to, topography; soil types; vegetation types, sizes and densities (not including noxious weeds and invasive plants); water quality; hydrologic functions; habitat functions and other relevant conditions;

b. If information is not available regarding pre-violation conditions at the violation site, the Director shall determine the restoration goals based on similar sites.

3. The property owner/violator shall submit a surety acceptable to the City and with the requirements of Title 14 EMC, to ensure that restoration is successful.

4. The property owner/violator shall be responsible for all costs associated with the restoration plan, including the costs associated with the City's review of the plan.

18.85.076 Response to Notice.[4]

A. Any person who receives a Notice of Civil Infraction shall respond to such Notice as provided in this Section, within fifteen days of the date of the Notice.

B. If the person determined to have committed the civil infraction does not contest the determination, the person shall respond by completing the appropriate Notice of Civil Infraction and submitting it, either by mail or in person, to the court specified on the Notice. A check or money order in the amount of the penalty prescribed for the civil infraction must be submitted with the response. The clerk of the District Court may accept cash in payment for an infraction. When a response which does not contest the determination is received, an appropriate order will be entered in the court's records.

[4] RCW 7.80.080.

18.85.080 ~~Appeals.~~ Contesting the Determination and Civil Infraction.[5]

~~A. No Appeal of a Notice of Violation Citing Criminal Penalties. There is no administrative appeal of a notice of violation issued pursuant to EMC 18.85.040 for violations which would subject the violator to criminal prosecution and/or the imposition of criminal penalties. A notice of violation or citation for a violation that subjects the violator to criminal penalties is enforced in municipal court.~~

~~B. Expedited Appeal Hearings on Stop Work and Emergency Orders. An expedited public hearing shall be held by the hearing examiner, according to the procedures in this section, on an appeal of a stop work or emergency order, regardless of whether the violations described in the stop work order or emergency order would eventually subject the violator to civil or criminal prosecution and/or the imposition of civil or criminal penalties. The expedited appeal hearing shall be for the sole purpose of determining whether the stop work or emergency order was correctly issued and/or whether a violation occurred. If a violation occurred, the director may issue a notice of violation.~~

~~C. Appeal Hearings on Notices of Violations Citing Civil Penalties. Unless an appeal of a notice of violation is filed with the director in accordance with this section, or an appeal involving an expedited hearing is filed, the notice of violation shall become the final order of the director. The final order, including the collection of penalties, may be enforced by the city attorney in superior court.~~

A. If the person determined to have committed the civil infraction wishes to contest the determination, the person shall respond by completing the portion of the Notice of Civil Infraction requesting a hearing and submitting it, either by mail or in person, to the court specified in the Notice. The court shall notify the person in writing of the time, place and date of the hearing, and that date shall not be earlier than seven days nor more than ninety days from the date of the notice of hearing, except by agreement.

B. If the person determined to have committed the civil infraction does not contest the determination but wishes to explain mitigating circumstances surrounding the infraction, the person shall respond by completing the portion of the Notice of Civil Infraction requesting a hearing for that purpose and submitting it, either by mail or in person, to the court specified in the Notice. The court shall notify the person in writing of the time, place and date of the hearing, and that date shall not be earlier than seven days nor more than ninety days from the date of the notice of hearing, except by agreement.

~~D. Standing to File Appeal.~~

~~1. Notice of Violation. Only parties of record have standing to file an appeal of a notice of violation. "Parties of record" are defined to mean:~~

~~a. The property owner or the person responsible for the condition of the property;~~

~~b. Any person who can demonstrate that he/she is aggrieved by the decision; and~~

[5] RCW 7.80.080.

~~c. The city council.~~

~~2. Stop Work Order and Emergency Order. Only the property owner or the person responsible for the condition of the property may request an expedited appeal hearing for a stop work order or emergency order.~~

~~E. Time to File Appeal.~~

~~1. Notice of Violation under EMC 18.85.040. The party of record must file an appeal with the director within 15 calendar days of service of the notice of violation.~~

~~2. Stop Work or Emergency Orders under EMC 18.85.060 or 18.85.070. The property owner or the person responsible for the condition of the property may request an expedited appeal hearing within seven calendar days after service of the stop work or emergency order.~~

~~3. Computing Deadline for Filing Appeal. For purposes of computing the time for filing an appeal, the day the decision issued shall not be counted. If the last day of the deadline for filing the appeal is a Saturday, Sunday or holiday designated by RCW 1.16.050 or city ordinance, then the appeal must be filed on the next business day. Appeals shall be delivered to the director by mail, email, by personal delivery or by fax before 5:00 p.m. on the last business day of the appeal period. Appeals received by mail after 5:00 p.m. on the last day of the appeal period will not be accepted, no matter when such appeals were mailed or postmarked.~~

~~F. Content of Appeal. Appeals shall be in writing, be accompanied by the required appeal fee, and contain the following information:~~

~~1. Appellant's name, address and phone number;~~

~~2. A statement describing appellant's standing to appeal;~~

~~3. Appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to the facts in the record;~~

~~4. The specific relief sought;~~

~~5. A statement that the appellant has read the appeal and believe the contents to be true, followed by the appellant's signature.~~

~~G. Effect. The timely filing of an appeal shall stay any enforcement action based on a stop work order, emergency order or notice of violation until the hearing examiner's decision issues unless the director finds that the violation causes an immediate threat to public health or safety. (Ord. 17-495 § 4).~~

18.85.085 Failure to Respond.[6] The court shall enter a default judgment assessing the monetary penalty prescribed for the civil infraction and may notify the city attorney or prosecuting attorney if a person issued a Notice of Civil Infraction:

[6] RCW 7.80.080(5).

A. Fails to respond to the Notice of Civil Infraction as provided in Subsection 18.85.076(B); or

B. Fails to appear at a hearing requested by the violator in order to contest the determination of an infraction or a hearing requested in order to explain mitigating circumstances (Subsection 18.85.110(A)).

18.85.090 ~~Appeal hearing.~~ Hearings – Rules of Procedure – Counsel.[7]

A. Procedures for the conduct of all hearings provided in this chapter (which is based on chapter 7.80 RCW) may be established by rule of the supreme court.

B. Any person subject to proceedings under this Chapter may be represented by counsel.

C. The attorney representing the City authorized to issue civil infractions may appear in any proceedings under this Chapter, but need not appear, notwithstanding any statute or court rule to the contrary.

~~A. The public hearing on an appeal shall include the following elements and be conducted as follows:~~

~~1. The hearing examiner shall set the time and place of the hearing, and arrange for notice of the public hearing to be provided, except in cases involving an expedited hearing. For expedited hearings, notice of the hearing shall be provided to the appellant and every reasonable effort shall be made to schedule the hearing within one week after receipt of the appeal.~~

~~2. A party to the hearing may participate personally or by an attorney.~~

~~3. The hearing examiner shall, at the appropriate stage in the proceeding, give all parties full opportunity to submit and respond to motions and file briefs and objections.~~

~~4. If the person requesting the hearing fails to attend or participate in the hearing (other than filing the timely request for an appeal hearing as provided in this chapter), the hearing examiner may issue a default order of dismissal.~~

~~5. To the extent necessary for full disclosure of all relevant facts and issues, the hearing examiner shall afford to all parties the opportunity to respond, present evidence and argument, conduct cross-examination and submit rebuttal evidence.~~

~~6. The hearing examiner shall cause the hearing to be recorded by a method chosen by the city, which shall allow preparation of a verbatim transcript.~~

~~7. The hearing shall be open to public observation.~~

~~8. All testimony of parties and witnesses shall be made under oath or affirmation.~~

[7] RCW 7.80.090.

~~9. Ex parte communications shall be addressed as set forth in Chapter 42.36 RCW.~~

~~10. The scope and standard of review shall be de novo. The city shall have the initial burden of proof in cases involving notices of violation, stop work orders, emergency orders or penalties, to demonstrate by a preponderance of the evidence the existence of a violation or that the legal standard for imposing the penalty has been met. The examiner shall grant substantial weight or otherwise accord deference whenever directed by ordinance or statute.~~

~~11. After the conclusion of the public hearing, the hearing examiner may allow the parties a designated time for the submission of memos, briefs or proposed findings, as long as the hearing examiner can still issue his/her final decision according to any applicable deadline established by this chapter.~~

~~12. At or after the appeal hearing on a notice of violation, the hearing examiner may:~~

~~a. Sustain the notice of violation;~~

~~b. Withdraw the notice of violation;~~

~~c. Continue the review to a date certain for receipt of additional information;~~

~~d. Modify the notice of violation, which may include an extension of the compliance date.~~

~~B. Except with regard to expedited hearings, the hearing examiner shall issue written findings of fact and conclusions of law within 10 calendar days of the date of the completion of the hearing and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible. A copy of the final decision may be recorded against the property in the county auditor's office. The decision on expedited hearings shall issue within five business days after the completion of the hearing.~~

~~C. The decision of the hearing examiner on appeal shall be final, and no further administrative appeal may be filed. In order to appeal the decision of the hearing examiner, a person with standing must file an appeal of the decision to superior court as provided under Chapter 36.70C RCW within the deadline set forth in RCW 36.70C.040. (Ord. 17-495 § 4).~~

18.85.095 Hearings – Contesting Determination that Infraction Committed – Appeal.[8]

A. A hearing held for the purpose of contesting the determination that a civil infraction has been committed shall be without a jury and shall be recorded in the manner provided for in courts of limited jurisdiction.

B. The court may consider the notice of civil infraction and any other written report made under oath submitted by the enforcement officer who issued the notice or whose written statement was the basis for the issuance of the Notice in lieu of the officer's personal appearance at the hearing. The person named in the notice may request that the court issue subpoenas for witnesses, including the enforcement officer who issued the Notice, and has the right to present evidence and examine witnesses present in court

C. The burden of proof is upon the City to establish the commission of the civil infraction by a preponderance of the evidence.

D. After consideration of the evidence and argument, the court shall determine whether the civil infraction was committed. Where it has not been established that the civil infraction was committed, an order dismissing the notice shall be entered in the court's records. Where it has been established that the civil infraction was committed, an appropriate order shall be entered in the court's records.

E. An appeal from the court's determination or order shall be to the superior court in the manner provided by the Rules for Appeal of Decisions of Courts of Limited Jurisdiction. The decision of the superior court is subject only to discretionary review pursuant to the Rules of Appellate Procedure.

18.85.096 Hearings – Explanation of Mitigating Circumstances.[9]

A. A hearing held for the purpose of allowing a person to explain mitigating circumstances surrounding the commission of a civil infraction shall be an informal proceeding. The person may not subpoena witnesses. The determination that a civil infraction has been committed may not be contested at a hearing held for the purpose of explaining mitigating circumstances.

B. After the court has heard the explanation of the circumstances surrounding the commission of the civil infraction, an appropriate order shall be entered in the court's records.

C. There is no appeal from the court's determination or order.

18.85.100 ~~Civil penalty.~~ Monetary penalties – Restitution – Restoration Orders.[10]

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8 RCW 7.80.100.

9 RCW 7.80.110.

10 RCW 7.80.120.

A. A person found to have committed a civil infraction shall be assessed a monetary penalty in the amount of Two Hundred and Fifty Dollars ($250.00), as provided in EMC 1.10.010(B), not including statutory assessments. PROVIDED: that the penalties for certain subdivision violations shall be as set forth in EMC Section 18.85.130.

B. Whenever a monetary penalty is imposed by the court under this Chapter, it is immediately payable. If the person is unable to pay at that time, the court may grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court may proceed to collect the penalty in the same manner as other civil judgments and may notify the city attorney of the failure to pay.

C. The court may also order a person found to have committed a civil infraction to make restitution.

D. Where there are critical area or other sensitive area violations, the court may issue a restoration order, as described in EMC Section 18.85.075(D). The restoration order may include complete or partial restoration, rehabilitation or replacement of the critical area by the property owner.

~~A. In addition to any other sanction or remedial procedure which may be available, any person violating or failing to comply with any of the provisions of this chapter relating to the Development Standards Code (this title) shall be subject to a cumulative penalty in the amount of $500.00 per day for each violation from the date set for compliance until compliance is achieved. Each day of noncompliance shall constitute a separate offense.~~

~~B. The penalty imposed by this section shall be collected by civil action brought in the name of the city. The director shall notify the city attorney in writing of the name of any person subject to the penalty, and the city attorney shall, with the assistance of the director, take appropriate action to collect the penalty.~~

~~C. The violator may show as full or partial mitigation of liability:~~

~~1. That the violation giving rise to the action was caused by the willful act, or neglect, or abuse of another; or~~

~~2. That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by inability to obtain necessary materials or labor, inability to gain access to the subject structure, or other condition or circumstance beyond the control of the defendant. (Ord. 17-495 § 4).~~

18.85.104 Order of Court – Modification of Penalty – Community Restitution.[11]

[11] RCW 7.80.130.

A. An order entered after the receipt of a response which does not contest the determination, or after it has been established at a hearing that the civil infraction was committed, or after a hearing for the purpose of explaining mitigating circumstances, is civil in nature.

B. The court may waive, reduce or suspend the monetary penalty prescribed for a civil infraction. If the court determines that a person has insufficient funds to pay the monetary penalty, the court may order performance of a number of hours of community restitution in lieu of a monetary penalty, at the rate of the then state minimum wage per hour.

18.85.105 Costs and Attorneys' Fees.[12] Each party to a civil infraction case is responsible for the costs incurred by that party, but the court may assess witness fees against a nonprevailing respondent. Attorney fees may be awarded to either party in a civil infraction case.

18.85.110 Criminal penalties. Failure to Respond to Notice of Infraction – Failure to Satisfy Penalty.[13]

A. Any person who, after receiving a statement of the options provided for in this Chapter for responding to the notice of civil infraction and the procedures necessary to exercise those options, fails to respond to the Notice (as provided in EMC Section 18.85.076), or pay the civil penalty in a timely manner is guilty of a misdemeanor and shall be subject to the penalties in EMC Section 1.10.010(A), regardless of the disposition of the notice of civil infraction. As provided in EMC Section 1.10.010(A), any person convicted of a misdemeanor under this Chapter shall be punished by a fine not to exceed Five Thousand Dollars ($5,000.00) or by imprisonment not to exceed one year, or by both such fine and imprisonment. A notice of civil infraction may be complied with by an appearance of counsel.

B. A person who willfully fails to pay a monetary penalty or to perform community restitution as required by a court under this chapter may be found in contempt of court as provided in chapter 7.21 RCW.

~~A. Any person violating or failing to comply with any of the provisions of this chapter or the Development Standards Code (this title) who has had a judgment entered against him or her pursuant to EMC 18.85.100 or subsection (B) of this section for the same violation within the past five years shall be subject to criminal prosecution and upon conviction of a subsequent violation shall be fined in a sum not exceeding $5,000 or be imprisoned for a term not exceeding one year or be both fined and imprisoned. Each day of noncompliance shall constitute a separate offense.~~

~~B. The above criminal penalty may also be imposed:~~

~~1. For any other violation of this chapter or the Development Standards Code, this title, for which corrective action is not possible; and~~

[12] RCW 7.80.140.

[13] RCW 7.80.160.

~~2. For any willful, intentional, or bad faith failure or refusal to comply with the standards or requirements of this chapter or the Development Standards Code, this title. (Ord. 17-495 § 4).~~

18.85.120 Additional relief.

The director may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the Development Standards Code, Title 18, Title 14, this chapter ~~title,~~ or EMC Title 16, the Subdivision Code, when civil or criminal penalties are inadequate to effect compliance. ~~(Ord. 17-495 § 4)~~.

18.85.130 Penalties for subdivision violations.

A. Any person, firm, corporation or association or any agency or any person, firm, corporation or association who violates any provision of Subdivisions, EMC Title 16, relating to the sale, offer for sale, lease or transfer of any lot, tract, or parcel of land, shall be guilty of a gross misdemeanor and each sale, offer for sale, lease or transfer of each separate lot, tract or parcel of land in violation of any provision of Subdivisions, EMC Title 16, shall be deemed a separate and distinct offense and subject to a separate citation.

B. Whenever land within a subdivision granted final approval is used in a manner or for a purpose which violates any provision of Subdivisions, EMC Title 16, or any condition of plat approval prescribed for the plat by the city, the city attorney may commence an action to restrain and enjoin such use and compel compliance with the provisions of Subdivisions, EMC Title 16, or with such terms and conditions. The costs of such action shall be taxed against the violator. ~~(Ord. 17-495 § 4).~~

18.85.140 Record of Notices to be Kept – Audit.[14]

A. The Director shall be responsible for the preparation and issuance of form notices of civil infractions which shall meet the requirements of this Section.

B. Upon issuance of a notice of civil infraction to an alleged perpetrator of a civil infraction, every enforcement officer shall file the original or a printed or electronic copy of such notice of civil infraction with a court having competent jurisdiction over the civil infraction, as provided in EMC 18.85.040(D)(3). Upon the filing of the original or a printed or electronic copy of such notice of civil infraction with the District Court, the original or copy may only be disposed of as provided in this Chapter.

C. The Director shall require the return to him/her of a copy of every notice of civil infraction issued by an enforcement officer to an alleged perpetrator of a civil infraction under this Chapter.

D. The Director shall also maintain or cause to be maintained in connection with every notice of civil infraction, a record of the disposition of the charge by the court in which the original or copy of the notice was filed.

[14] RCW 7.80.150

CITY OF EDGEWOOD
REGULAR COUNCIL MEETING SUMMARY
Tues March 12, 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. Councilmember Tomyn led the attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger, Councilmember John C. West, Councilmember Mark Creley, Councilmember Ryan Day, Deputy Mayor Tyron Christopherson, Councilmember Stephanie Hunter, Councilmember Roseanne Tomyn, Councilmember Nate Lowry.
Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Public Works Director Jeremy Metzler, Police Chief Micah Lundborg, Carol Morris, City Attorney.

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

2. AUDIENCE COMMENT

There were no audience comments.

3. MAYOR'S REPORT

Mayor Eidinger spoke about the following:

- Continuing to interview for the vacancies we have in our staffing, hopeful that we can fill some of the gaps soon.
- Held two events regarding the Wolf Point (36th and Meridian) development; a neighborhood meeting followed by a Public Hearing. Both were well attended to address the concerns of neighbors. The hearing examiner will issue his requirements in the next couple of weeks.
- Darren, Jeremy and the Mayor met for the quarterly meeting with the Master Builders Association of Pierce County (MBA) to talk about present and future development in Edgewood. They continue to be in favor of higher density building which is not currently a path that we are considering.
- Met with a citizen that is interested in using the Nelson Farm acreage for 4-H activities. We are in the very preliminary stages of conversation, which will probably be done in conjunction with the PRAB. He noted he personally supports any additional positive uses that we could find for our public spaces.
- Along with himself, Mayor Eidinger noted the other Mayors from the adjoining cities took part in Read across America at Hedden Elementary. Great fun, and amazing some of the questions that 4th and 5th graders will ask.

- Movie night last Friday had help from some PRAB members, as Councilwoman Hunter will be stepping away from her role in that activity. Please remember Coffee with the Council Saturday at Starbucks.

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 February 26, 2019,

B. Study Session Meeting Minutes of March 5, 2019,

C. Review of Commission, Committee and Board meeting minutes of January 2019.

D. AB19-007, a motion approving March 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 $118,654.35; and Vendor Check Numbers 23714 through 23731 with EFT and Direct Pay Payments in the amount of $487,634.72. Total distributions submitted for review & authorization in the amount of $606,289.07.

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

5. COUNCIL BUSINESS

A. AB19-0449, a motion to adopt Resolution No. 19-0449, authorizing the Mayor to execute a Professional Services Agreement for Design and Construction Administration Services on the 36th and Meridian Park Phase One with the Berger Partnership.

Public Works Director Metzler briefed on the agenda item.

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

B. AB19-0542, a motion to adopt Ordinance No. 19-0542, relating to Latecomer Agreements, providing a new procedure for a developer/owner or the City of Edgewood to fund the construction of certain sewer facilities, and then be reimbursed by property owners who subsequently connect to or use the sewer facilities; updating references to the new procedure in the code; repealing the existing latecomer agreement process in Edgewood Municipal Code section 11.35.100, amending section 11.20.040 and 11.40.110; and adopting a new chapter 11.36

Public Works Director Metzler briefed on this agenda item.

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

6. COUNCIL COMMENTS

Deputy Mayor Christopherson asked when Council will be seeing information from the Buxton Group.

Asst. City Administrator Gray briefed Council on the status of where the city is at regarding Buxton and the data analytics.

Deputy Mayor Christopherson discussed the sign placement and consistency in the school zones.

Discussion took place on being able to move the signs.

Councilmember Tomyn updated folks on movie night and noted it was very well attended and thanked the PRAB members for their help.

Councilmember West discussed the study session regarding Buxton, and asked questions regarding Buxton's role at ReCon and who from staff would be attending ReCon.

Councilmember West asked about Police Recognition Award Ceremony.

7. EXECUTIVE SESSION

There was no executive session.

8.ADJOURN

Mayor Eidinger adjourned the meeting at 7:23pm.

Rachel Pitzel, City Clerk

Daryl Eidinger, Mayor

CITY OF EDGEWOOD
COUNCIL STUDY SESSION SUMMARY
Tues., March 19, 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 Roseanne Tomyn, Councilmember Nate Lowry. **Late Arrival:** Councilmember Ryan Day. **Excused:** Councilmember Stephanie Hunter.
Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Jeremy Metzler Public Works Director, Carol Morris, City Attorney, Police Chief Micah Lundborg.

2. COUNCIL BUSINESS

A. *Review/Discussion* – Development Review

Councilmember Day entered the meeting at 7:03pm

Community Development Director Darren Groth provided information and reports regarding the Community Development project and permit statuses.

B. *Review/Discussion* – Zoning, Critical Areas, and Subdivision Code Enforcement
City Attorney Carol Morris discussed the proposed ordinance and noted it was on the agenda for next week for a public hearing and action.

C. *Review/Discussion* – CivicPlus Contract for CivicEngage/CivicClerk/CivicReady
Asst. City Administrator Dave Gray and City Clerk Rachel Pitzel briefed Council on this agenda item, and the details of each software component.
Council action: Council recommended staff to place on the next regular council meeting agenda under the consent agenda.

D. *Review/Discussion* – Councilmember Appointment Process & Establishing an Interview Schedule
City Clerk Rachel Pitzel briefed Council on the vacancy of Councilmember Hunter on April 30, and provided a timetable for their input.
Discussion followed between staff and the Council.
Council action: Council recommended staff to follow the timeframe that was proposed on the summary agenda sheet and submit ad to the News tribune on March 20.

E. *Discussion* – Street Lighting – Puget Sound Energy (PSE) Coordination
Public Works Director Jeremey Metzler briefed Council on this agenda item.
Discussion followed between staff and the Council.

F. *Review/Discussion* – WRIA 10 Watershed Restoration & Enhancement Committee (Operating Principles and Charter

Public Works Director Jeremy Metzler briefed Council on this agenda item.
Council action: Council recommended staff to add to the consent agenda at the next regular council meeting.

G. *Review/Discussion* – Panzano + Partners – Development of an Initial Branding & Marketing Plan

Community Development Director Darren Groth and Asst. City Administrator Dave Gray discussed with Council the 2019 budget included a line item for building a branding and marketing plan. He noted staff discussed the marketing plan with three companies and Panzano + Partners was a company that knew ReCon and could help the city engage with business and realtors as identified as a need from the Economic Development Advisory Board and staff.

Discussion took place on the deliverables, and staff noted they would be reaching out to Panzano + Partners with more questions and will bring further information back to Council.

3. OTHER COUNCIL ISSUES

Councilmember Tomyn asked about zoning and town center enhancements and how those need to be addressed before the park starts.

Councilmember Tomyn discussed the "Seattle is dying" program that aired on KOMO 4 last Saturday and noted it would be a great topic on a future agenda on the City of Edgewood's plan to address this issue.

Councilmember Creley asked if there have been any complaints on the school zone cameras.

Councilmember West discussed the LeMay Car Musuem and noted Deputy Johnson's award and service.

4. ADJOURN

Mayor Eidinger adjourned the meeting at 8:39pm.

Rachel Pitzel, City Clerk

Daryl Eidinger, Mayor

City Of Edgewood
Council Agenda Summary Sheet

SUBJECT: Claims and Payroll for March 2019		**Agenda Bill No.:**	**AB19-009**
		For Agenda of:	**March 26, 2019**
		Prepared by:	**Stephanie Goff**
ATTACHMENTS (list): ☒ **Claims Register** ☒ **Voucher Directory**			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	**Expenditure Required:**	$374,246.90
Asst. City Administrator, Dave Gray	☒	**Amount Budgeted:**	$0
City Attorney, Carol Morris	☒	**Appropriation Required:**	$0
City Clerk, Rachel Pitzel	☒	**Timeline:**	
Community Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☒		
Police Chief, Micah Lundborg	☒		

Fiscal Note/Consideration: N/A

SUMMARY STATEMENT:
Approving March 2019 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Payroll Check Number 10608; Dept. of Retirement Systems; Dept. of Labor and Industry; IRS 941 ACHs; and AWC Employee Benefit Trust in the amount of $94,244.33; and Vendor Check Numbers 23732 through 23753 with EFT and Direct Pay Payments in the amount of $280,002.57. Total distributions submitted for review & authorization in the amount of $374,246.90.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A

RECOMMENDED ACTION: **MOTION** to adopt the Claims and Payroll Expenditures as presented under the Consent Agenda.

ALTERNATIVES TO RECOMMENDED ACTION:
1) Do not adopt
2) Forward to future study session for further discussion.

City of Edgewood 2019

March 26th 2019 Council Meeting Check & EFT Payment Distribution Review & Authorization

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Number	Name	Print Date	Amount
US Bank	**PAYROLL ACCOUNT DISTRIBUTION**		
10607	**Last Number Issued Previous Authorization**		
10608	Metzler, Jeremy W	3/15/2019	$3,569.71
DCP EFT 3/15/19	Deferred Compensation Program	3/15/2019	$9,290.01
Direct Deposit Run -	Payroll Vendor	3/15/2019	$58,302.53
DRS EFT 3/15/19	Dept of Retirement Systems	3/15/2019	$14,136.76
IRS 941 EFT 3/15/19	IRS 941	3/15/2019	$8,945.32
		Total	**$94,244.33**

Number	Name	Print Date	Amount
	CLAIM VOUCHER ACCOUNT DISTRIBUTION		
23731	**Last Number Issued Previous Authorization**		
23732	Buell Recreation LLC	3/26/2019	$1,106.25
23733	ESI Security	3/26/2019	$807.77
23734	Gray & Osborne, Inc	3/26/2019	$6,608.74
23735	IBM Corporation	3/26/2019	$329.70
23736	JCG Technologies	3/26/2019	$900.00
23737	Lakehaven Water & Sewer District	3/26/2019	$110.50
23738	Landau Associates	3/26/2019	$2,647.50
23739	Lindsey Electric LLC	3/26/2019	$1,590.80
23740	McCarthy & Causseaux	3/26/2019	$300.00
23741	Mike McClung Construction Co.	3/26/2019	$6,345.88
23742	Office Depot	3/26/2019	$365.64
23743	Pierce County Auditor's Office	3/26/2019	$100.00
23744	Pierce County Budget & Finance	3/26/2019	$387.55
23745	Pierce County Budget & Finance Sheriff	3/26/2019	$227,467.83
23746	Raedeke Associates, Inc.	3/26/2019	$4,329.46
23747	Edgewood Properties LLC	3/26/2019	$4,260.50
23748	Mehr, Eugene J	3/26/2019	$251.90
23749	Schwerzler-Herrera, Jill	3/26/2019	$171.68
23750	Revize LLC	3/26/2019	$1,800.00
23751	Sterling Automotive Service	3/26/2019	$769.41
23752	Stewart Signs	3/26/2019	$791.28
23753	The News Tribune	3/26/2019	$342.39
Direct Pay Payment	Amazon Capital Services	3/26/2019	$313.47
EFT Payment 3/22/2019	Mt. View-Edgewood Water Co.	3/26/2019	$601.40
EFT Payment 3/22/2019	O'Reilly Auto Parts	3/26/2019	$13.17
EFT Payment 3/22/2019	Pitney Bowes Global Financial Services	3/26/2019	$213.48
EFT Payment 3/22/2019	Puget Sound Energy	3/26/2019	$4,708.11
EFT Payment 3/22/2019	Shell	3/26/2019	$904.32
EFT Payment 3/22/2019	US Bank Corporate Payment System	3/26/2019	$11,347.91
EFT Payment 3/22/2019	Wells Fargo Financial Leasing	3/26/2019	$85.93
EFT Payment 3/22/2019	US Bank ACH/EFT	3/26/2019	$30.00
Total Claims Voucher Distribution			**$280,002.57**
Total Distribution Submitted for Review & Authorization			$374,246.90
Authorization Adjustments:			**$ -**
Total Distribution Net of Prior Authorized Adjustments			**$374,246.90**

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 Eidinger

_____Council Member

Voucher Directory

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

Vendor	Number	Reference	Account Number	Description	Amount
Amazon Capital Services					
	Direct Pay Payment 3/22/2019 12:47:06 PM - 1		**2019 - March - 2nd Council Meeting**		
		134J-L1DH-FVWX			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$38.44
			Plastic Spoons and Forks		
		Total 134J-L1DH-FVWX			**$38.44**
		1CCX-NMFP-6PFL			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$54.90
			iPad Case		
		Total 1CCX-NMFP-6PFL			**$54.90**
		1CCX-NMFP-FM9J			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$100.36
			Ergo Sit Cushions		
		Total 1CCX-NMFP-FM9J			**$100.36**
		1HP6-N3PQ-CDX1			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$33.55
			Flashlights,Cubicle Hooks, Badge Holders		
		Total 1HP6-N3PQ-CDX1			**$33.55**
		1RQJ-LKTP-FK1C			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$86.22
			White out, Wireless Keyboards, Pedometers		
		Total 1RQJ-LKTP-FK1C			**$86.22**
	Total Direct Pay Payment 3/22/2019 12:47:06 PM - 1				**$313.47**
Total Amazon Capital Services					**$313.47**
Buell Recreation LLC					
	23732		**2019 - March - 2nd Council Meeting**		
		WAEDG030819			
			March Purchase-PO#2019006		
			001-076-000-576-80-35-05	Park Equipment	$1,106.25

Vendor	Number	Reference	Account Number	Description	Amount
			Playground Equipment		
		Total WAEDG030819			**$1,106.25**
	Total 23732				**$1,106.25**
Total Buell Recreation LLC					**$1,106.25**
ESI Security					
	23733		**2019 - March - 2nd Council Meeting**		
		000538			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$807.77
			10 Padlocks & Cores		
		Total 000538			**$807.77**
	Total 23733				**$807.77**
Total ESI Security					**$807.77**
Gray & Osborne, Inc					
	23734		**2019 - March - 2nd Council Meeting**		
		4-G&O Prj 17572.07			
			Feb Svcs-CH Kitchenette Build Out CM		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	$1,376.55
			City Hall Kitchenette Build Out Construction Mgmt		
		Total 4-G&O Prj 17572.07			**$1,376.55**
		4-G&O Prj 18626.00			
			Feb Svcs-On Call Engineering		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	$803.40
			On Call Engineering Services		
		Total 4-G&O Prj 18626.00			**$803.40**
		4-G&O Prj 18626.02			
			Feb Svcs-Wetland Delineation Survey		
			410-000-000-531-38-41-01	Professional Service	$1,028.03
			Wetland Delineation Topo Survey		
		Total 4-G&O Prj 18626.02			**$1,028.03**
		6-G&O Prj 18626.01			
			Feb Svcs-56th St E Stormwater Improvements		
			410-000-000-594-31-64-64	Infrastructure Spot Improvement	$3,400.76
			56th St E Stormwater Improvements		
		Total 6-G&O Prj 18626.01			**$3,400.76**
	Total 23734				**$6,608.74**
Total Gray & Osborne, Inc					**$6,608.74**

Vendor	Number	Reference	Account Number	Description	Amount
IBM Corporation					
	23735		**2019 - March - 2nd Council Meeting**		
		2597672			
			Ref D000003055-20190315		
			001-018-000-518-85-49-03	Computer Subscriptions	$329.70
				MaaS360-Text Message Archiving-5 Phones	
		Total 2597672			**$329.70**
	Total 23735				**$329.70**
Total IBM Corporation					**$329.70**
JCG Technologies					
	23736		**2019 - March - 2nd Council Meeting**		
		6851			
			5/1/19-4/30/20 Annual Support Services		
			001-018-000-518-85-49-03	Computer Subscriptions	$900.00
				Liberty Meeting Recorder Software	
		Total 6851			**$900.00**
	Total 23736				**$900.00**
Total JCG Technologies					**$900.00**
Lakehaven Water & Sewer District					
	23737		**2019 - March - 2nd Council Meeting**		
		3574701 12/17/18-2/13/19			
			12/17/18-2/13/19 Services		
			001-018-000-518-30-47-04	Sewer Charges	$110.50
				City Hall	
		Total 3574701 12/17/18-2/13/19			**$110.50**
	Total 23737				**$110.50**
Total Lakehaven Water & Sewer District					**$110.50**
Landau Associates					
	23738		**2019 - March - 2nd Council Meeting**		
		0042735			
			Dec Svcs-Prj 0495108.010		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	$1,005.00
				Edgewood Heights Retaining Walls	
		Total 0042735			**$1,005.00**
		0042981			
			Jan Svcs-Prj 0495108.010		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	$745.00
				Edgewood Heights Retaining Walls	
		Total 0042981			**$745.00**
		0042982			
			Feb Svcs-Prj 0495110.010		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	$897.50

Vendor	Number	Reference	Account Number	Description	Amount
			Lisitsyn Stormwater Pond Retaining Walls		
		Total 0042982			**$897.50**
	Total 23738				**$2,647.50**
Total Landau Associates					**$2,647.50**
Lindsey Electric LLC					
	23739		**2019 - March - 2nd Council Meeting**		
		000268			
			March Services		
			001-018-000-518-30-48-06	Maintenance/Repairs-Equipment	$1,590.80
			Parking Lot Light Repair		
		Total 000268			**$1,590.80**
	Total 23739				**$1,590.80**
Total Lindsey Electric LLC					**$1,590.80**
McCarthy & Causseaux					
	23740		**2019 - March - 2nd Council Meeting**		
		204			
			February Services		
			001-015-000-515-41-41-14	Hearing Examiner Legal Fees	$300.00
			Hearing Examiner Svcs-Wolf Point		
		Total 204			**$300.00**
	Total 23740				**$300.00**
Total McCarthy & Causseaux					**$300.00**
Mike McClung Construction Co.					
	23741		**2019 - March - 2nd Council Meeting**		
		021419-Pay Estimate No. 4			
			City Hall Campus Parking Lot		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	$6,345.88
			Sales Tax Addition		
		Total 021419-Pay Estimate No. 4			**$6,345.88**
	Total 23741				**$6,345.88**
Total Mike McClung Construction Co.					**$6,345.88**
Mt. View-Edgewood Water Co.					
	EFT Payment 3/22/2019 12:26:59 PM - 1		**2019 - March - 2nd Council Meeting**		
		15563-3401 1/11-3/10/19			
			1/11-3/10/19 Services		
			001-018-000-518-30-47-02	Water	$54.06
			1425 110th Ave E		
		Total 15563-3401 1/11-3/10/19			**$54.06**

Vendor	Number	Reference	Account Number	Description	Amount
		2746-3401 1/11-3/10/19			
			1/11-3/10/19 Services		
			001-018-000-518-30-47-02	Water	$307.77
			City Hall		
		Total 2746-3401 1/11-3/10/19			**$307.77**
		2823-3401 1/11-3/10/19			
			1/11-3/10/19 Services		
			001-018-000-518-30-47-02	Water	$54.41
			10311 22nd Ave E		
		Total 2823-3401 1/11-3/10/19			**$54.41**
		2961-3401 1/11-3/10/19			
			1/11-3/10/19 Services		
			001-018-000-518-30-47-02	Water	$92.58
			1800 Meridian		
		Total 2961-3401 1/11-3/10/19			**$92.58**
		3796-3401 1/11-3/10/19			
			1/11-3/10/19 Services		
			001-018-000-518-30-47-02	Water	$92.58
			1200 Meridian		
		Total 3796-3401 1/11-3/10/19			**$92.58**
	Total EFT Payment 3/22/2019 12:26:59 PM - 1				**$601.40**
Total Mt. View-Edgewood Water Co.					**$601.40**
Office Depot					
	23742			**2019 - March - 2nd Council Meeting**	
		280281262001			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$118.63
			Pocket Folders		
		Total 280281262001			**$118.63**
		284835955001			
			March Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$85.47
			Paper Towels, TP		
			001-018-000-518-20-35-02	Office Furniture	$161.54
			Office/Desk Chair		
		Total 284835955001			**$247.01**
	Total 23742				**$365.64**
Total Office Depot					**$365.64**
O'Reilly Auto Parts					
	EFT Payment 3/22/2019 12:26:59 PM - 2			**2019 - March - 2nd Council Meeting**	
		3725-235367			
			February Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles	$13.17

Vendor	Number	Reference	Account Number	Description	Amount
			Motor Oil		
		Total 3725-235367			**$13.17**
	Total EFT Payment 3/22/2019 12:26:59 PM - 2				**$13.17**
Total O'Reilly Auto Parts					**$13.17**
Pierce County Auditor's Office					
	23743		**2019 - March - 2nd Council Meeting**		
		CI-266022			
			March Recording Fees		
			001-058-000-558-60-41-10	Pierce County Recording Fees	$100.00
			Code Enforcement Release		
		Total CI-266022			**$100.00**
	Total 23743				**$100.00**
Total Pierce County Auditor's Office					**$100.00**
Pierce County Budget & Finance					
	23744		**2019 - March - 2nd Council Meeting**		
		CI-266100			
			2019 PCRC Dues		
			001-018-000-518-90-49-55	Pierce County Regional Council	$387.55
			2019 Dues		
		Total CI-266100			**$387.55**
	Total 23744				**$387.55**
Total Pierce County Budget & Finance					**$387.55**
Pierce County Budget & Finance Sheriff					
	23745		**2019 - March - 2nd Council Meeting**		
		CI-265755			
			March Police Services		
			001-021-000-521-20-41-01	Police Services	$227,412.58
			March 2019 Services		
		Total CI-265755			**$227,412.58**
		CI-265947			
			January Jail Services		
			001-021-000-523-60-41-01	Jail Services	$55.25
			January 2019		
		Total CI-265947			**$55.25**
	Total 23745				**$227,467.83**
Total Pierce County Budget & Finance Sheriff					**$227,467.83**

Vendor	Number	Reference	Account Number	Description	Amount
Pitney Bowes Global Financial Services					
	EFT Payment 3/22/2019 12:26:59 PM - 3		**2019 - March - 2nd Council Meeting**		
		3308278435			
			12/30/18-3/29/19 Lease		
			001-018-000-518-20-45-03	Postage Meter Lease	$213.48
			Postage Meter Lease		
		Total 3308278435			**$213.48**
	Total EFT Payment 3/22/2019 12:26:59 PM - 3				**$213.48**
Total Pitney Bowes Global Financial Services					**$213.48**
Puget Sound Energy					
	EFT Payment 3/22/2019 12:26:59 PM - 4		**2019 - March - 2nd Council Meeting**		
		220018925416 3/18-12/18			
			View Pointe		
			001-018-000-518-30-47-01	Electricity	$851.30
			13th St Ct E-View Pointe		
		Total 220018925416 3/18-12/18			**$851.30**
		300000011233 February 2019			
			February Statement		
			001-018-000-518-30-47-01	Electricity	$3,705.28
		Total 300000011233 February 2019			**$3,705.28**
		90617765			
			Job Order #101118034		
			001-018-000-518-30-47-01	Electricity	$151.53
			Chrisella & 48th Street Light Standards		
		Total 90617765			**$151.53**
	Total EFT Payment 3/22/2019 12:26:59 PM - 4				**$4,708.11**
Total Puget Sound Energy					**$4,708.11**
Raedeke Associates, Inc.					
	23746		**2019 - March - 2nd Council Meeting**		
		57875			
			February Services		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	$904.20
			Marat Property 19-1059; Fountain Investments		
			410-000-000-531-38-41-01	Professional Service	$3,425.26
			Task 001 Conservation Futures		
		Total 57875			**$4,329.46**
	Total 23746				**$4,329.46**
Total Raedeke Associates, Inc.					**$4,329.46**

Vendor	Number	Reference	Account Number	Description	Amount
Refunds/Reimbursements Vendor					
	23747		**2019 - March - 2nd Council Meeting**		
		031119-EP		**Edgewood Properties LLC**	
			Partial Refund CUP #18-1237		
			001-000-000-321-60-00-04	Conditional Use Permit	$1,373.00
			Refund 18-1237; CUP application withdrawn		
			001-000-000-341-81-00-03	Publication Services	$900.00
			Refund 18-1237; CUP application withdrawn		
			001-000-000-345-89-00-04	SEPA - Major	$1,987.50
			Refund 18-1237; CUP application withdrawn		
		Total 031119-EP			**$4,260.50**
	Total 23747				**$4,260.50**
	23748		**2019 - March - 2nd Council Meeting**		
		031819-GM		**Eugene J Mehr**	
			Travel Reimbursement		
			001-058-000-558-50-43-03	Mileage Reimbursement	$164.37
			ICC Conference-Leavenworth		
			001-058-000-558-50-43-04	Meals Expense	$87.53
			ICC Conference-Leavenworth		
		Total 031819-GM			**$251.90**
	Total 23748				**$251.90**
	23749		**2019 - March - 2nd Council Meeting**		
		032119-JSH		**Jill Schwerzler-Herrera**	
			Mileage Reimbursement		
			001-019-000-514-20-43-01	Travel & Training Costs	$171.68
			WMCA Conference-Blaine-Mileage Reimbursement		
		Total 032119-JSH			**$171.68**
	Total 23749				**$171.68**
Total Refunds/Reimbursements Vendor					**$4,684.08**
Revize LLC					
	23750		**2019 - March - 2nd Council Meeting**		
		7908			
			4/1/19-3/31/20 Website Support		
			001-018-000-514-30-42-06	Website Services	$1,800.00
			Website Support 4/1/19-3/31/20		
		Total 7908			**$1,800.00**
	Total 23750				**$1,800.00**
Total Revize LLC					**$1,800.00**
Shell					
	EFT Payment 3/22/2019 12:26:59 PM - 5		**2019 - March - 2nd Council Meeting**		
		58201469			
			2/13-3/6/19 Statement		
			001-018-000-518-30-32-01	Fuel	$559.80
		Total 58201469			**$559.80**

Vendor	Number	Reference	Account Number	Description	Amount
		8000093974903			
			2/1-2/12/19 Statement		
			001-018-000-518-30-32-01	Fuel	$344.52
		Total 8000093974903			**$344.52**
	Total EFT Payment 3/22/2019 12:26:59 PM - 5				**$904.32**
Total Shell					**$904.32**
Sterling Automotive Service					
	23751		**2019 - March - 2nd Council Meeting**		
		0027372			
			March Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	$701.11
			New Alternator & Battery-2003 Chevy S10		
		Total 0027372			**$701.11**
		0027377			
			March Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	$68.30
			Oil Change-2012 Ford 550		
		Total 0027377			**$68.30**
	Total 23751				**$769.41**
Total Sterling Automotive Service					**$769.41**
Stewart Signs					
	23752		**2019 - March - 2nd Council Meeting**		
		191612			
			March Purchases-PO 2019005		
			501-000-000-591-59-75-02	Security, Communication Upgrades	$791.28
			Linux Controller-Reader Board Sign		
		Total 191612			**$791.28**
	Total 23752				**$791.28**
Total Stewart Signs					**$791.28**
The News Tribune					
	23753		**2019 - March - 2nd Council Meeting**		
		255556 2/4-3/3/19			
			2/4-3/3/19 Services		
			001-058-000-558-60-41-08	Legal Notices/Publications	$342.39
			Wolf Point Public Hearing Notice		
		Total 255556 2/4-3/3/19			**$342.39**
	Total 23753				**$342.39**
Total The News Tribune					**$342.39**

Vendor	Number	Reference	Account Number	Description	Amount
US Bank ACH/EFT					
	EFT Payment 3/22/2019 12:26:27 PM - 1		**2019 - March - 2nd Council Meeting**		
		022819-USBank			
			February Safekeeping		
			001-019-000-514-20-42-05	Bank & Bond Fees	$30.00
				Feb 2019 Safekeeping Fees	
		Total 022819-USBank			**$30.00**
	Total EFT Payment 3/22/2019 12:26:27 PM - 1				**$30.00**
Total US Bank ACH/EFT					**$30.00**
US Bank Corporate Payment System					
	EFT Payment 3/22/2019 12:26:59 PM - 6		**2019 - March - 2nd Council Meeting**		
		022519-USBank			
			February Statement		
			001-011-000-511-60-43-01	Travel/Training Costs	$51.12
				R.Pitzel-Fred Meyer-Council Retreat Lunch	
			001-011-000-511-60-43-01	Travel/Training Costs	$104.37
				R.Pitzel-Safeway-Council Retreat Lunch	
			001-011-000-511-60-43-01	Travel/Training Costs	$125.00
				R.Pitzel-AWC-Elected Officials Webinar Trainings	
			001-018-000-518-20-31-01	Office & Operational Supplies	$23.51
				D.Eidinger-Personal Exps-To Be Reimbursed	
			001-018-000-518-20-31-01	Office & Operational Supplies	$1.00
				J.Herrera-Canva-Website Layout Fee	
			001-018-000-518-20-31-01	Office & Operational Supplies	$115.33
				S.Goff-DS Services-CH Water Delivery	
			001-018-000-518-20-31-01	Office & Operational Supplies	$27.46
				J.Metzler-Amazon-Boot Brush	
			001-018-000-518-20-31-01	Office & Operational Supplies	$4.71
				J.Privett-Tahoma Market-Gas Can	
			001-018-000-518-20-31-01	Office & Operational Supplies	$12.08
				D.Eidinger-Lowes-CH Lightbulbs	
			001-018-000-518-20-31-01	Office & Operational Supplies	$11.44
				D.Eidinger-Personal Exp Reimbused-Rec #5755	
			001-018-000-518-20-35-02	Office Furniture	$1,449.51
				D.Eidinger-System Source-Office Dividers/Walls	
			001-018-000-518-20-35-02	Office Furniture	$2,198.00
				D.Eidinger-Budget Blinds-CH Shades/Blinds	
			001-018-000-518-20-41-01	Professional Service	$400.00
				R.Pitzel-AWC,APA,APAWA-Code Enf & Assoc Planner Job Positings	
			001-018-000-518-30-32-01	Fuel	$32.35
				D.Eidinger-Shell-Snow Machine Fuel	
			001-018-000-518-30-32-01	Fuel	$13.00
				D.Eidinger-Shell-Snow Machine Fueld	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles	$103.84
				D.Eidinger-O'Reilly-Snow Plow Tire Chains	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-30-35-01	Small Tools/Minor Equip.	$53.58
			D.Eidinger-Amazon-Tool Holder for PW Truck		
			001-018-000-518-30-35-01	Small Tools/Minor Equip.	$145.95
			D.Eidinger-Ebay-Cordless Drill Kit		
			001-018-000-518-30-35-01	Small Tools/Minor Equip.	$234.94
			D.Eidiner-Harbor Freight-Toolbox		
			001-018-000-518-30-35-01	Small Tools/Minor Equip.	$39.55
			D.Eidinger-Ebay-DR Machine Battery		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	$136.28
			D.Eidinger-Ebay-Snow Plow Transmission Cooler		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	$5.00
			J.Privett-Tahoma Market-Car Wash		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	$5.00
			C.McVay-Tahoma Market-Car Wash		
			001-019-000-514-20-43-01	Travel & Training Costs	$125.00
			S.Goff-MRSC-Annual Report Training Class		
			001-019-000-514-20-43-01	Travel & Training Costs	$375.00
			J.Metzler-MRSC-PW Contracts Training-Pitzel, Goff,Herrera		
			001-019-000-514-20-49-01	Memberships & Subscriptions	$50.00
			S.Goff-PSFOA-Annual Membership Dues		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	$342.52
			D.Eidinger-Lowes-Downstairs Kitchen Dishwasher		
			001-021-000-521-20-31-01	Office & Operational Supplies	$364.00
			M.Lundborg-OMGNational-Promo Items-Pens, Books, Pencils		
			001-021-000-521-40-43-01	Training/Travel Costs	$15.99
			M.Lundborg-Costco-Staff Meeting Snacks		
			001-058-000-558-50-43-01	Training/Travel Costs	$950.00
			D.Mundy-Consruciton Exam Center-ICC Bldg Plans Examiner Class for Gene Mehr		
			001-058-000-558-50-43-01	Training/Travel Costs	$995.00
			C.McVay-Construction Exam Center-CBO Training Class		
			001-058-000-558-50-43-01	Training/Travel Costs	$139.00
			C.McVay-ICC-CBO Building Code Test		
			101-000-000-542-90-43-01	Travel/Training Costs	$125.00
			J.Metzler-MRSC-PW Contracts Training		
			101-000-000-542-90-43-01	Travel/Training Costs	$80.00
			J.Metzler-Ranchito-PW Staff Appreciation Lunch		
			501-000-000-591-59-75-03	City Equipment	$2,493.38
			D.Eidinger-CA Carports-PW Facility Carport		
		Total 022519-USBank			**$11,347.91**
		Total EFT Payment 3/22/2019 12:26:59 PM - 6			**$11,347.91**
Total US Bank Corporate Payment System					**$11,347.91**

Vendor	Number	Reference	Account Number	Description	Amount
Wells Fargo Financial Leasing					
	EFT Payment 3/22/2019 12:26:59 PM - 7		**2019 - March - 2nd Council Meeting**		
		5006014256			
			4/4-5/3/19 Lease		
			001-018-000-518-30-45-06	Copier Lease	$85.93
			Lexmark Printers		
		Total 5006014256			**$85.93**
	Total EFT Payment 3/22/2019 12:26:59 PM - 7				**$85.93**
Total Wells Fargo Financial Leasing					**$85.93**
Grand Total		**Vendor Count**	**29**		**$280,002.57**

City Of Edgewood
Council Agenda Summary Sheet

Back to Agenda

SUBJECT: Contract for Civic Plus (Civic Engage [webpage], Civic Clerk & Civic Ready)	Agenda Item #:	AB19-0450
	For Agenda of:	March 19, 2019
	Prepared by:	Dave Gray

ATTACHMENTS (list): ☒ Resolution No. 19-0450
☒ Master Services Agreement with Exhibits A1, 2 & 3

Approval of Materials:			
Mayor, Daryl Eidinger	☒	**Expenditure Required:**	$30,165.00
Asst. City Administrator, Dave Gray	☒	**Amount Budgeted:**	$35,000.00
City Attorney, Carol Morris	☒	**Appropriation Required:**	$0
City Clerk, Rachel Pitzel	☒	**Timeline:** Council Study Session 3/19/2019	
Community Development Director, Darren Groth	☒	Council Action RCM 3/25/2019	
Public Works, Jeremy Metzler	☒		
Police Chief, Micah Lundborg	☒		

Fiscal Note/Consideration:
The $30,165 is for the first year to stand up the software and customize it for COE. The ongoing annual maintenance costs are substantially higher than the software being replaced. Our current webpage software, purchased for about 12k in 2015 costs $2,600 annually for licensing. Any hands-on by Revize is additional charge on time and materials. Our current Clerk recording software, JCG is $850 annually. It only provides audio management of the council meetings. Combined the webpage (Civic Engage) and the new Civic Clerk audio/video/agenda management software add about $4,600 to our annual overhead. Substantial yes, but for a much better and fully integrated product. Civic Ready, which is a completely new tool to the City, adding our ability to integrate web activity with a new ability to broadcast robo-phone, text message, social media and web posting alerts and instant messaging to our community and staff will add another $4,600 annually in overhead. The combined annual increase in overhead to maintain these three communication products will be about $9,190 annually. A substantial increase in sustained overhead costs. These costs will affect all operational funds via allocation from central services based upon our annual overhead allocation model, as they serve all operational activities as well as general government activities.

SUMMARY STATEMENT:
The City of Edgewood Council and Administration have labored for several years to find a replacement for our webage and City Clerk software platforms. Fife IT put out a RFP for services that specifically identified other local government entities, as does our existing IT support Interlocal agreement, the ability to piggyback. This combined with the COE desire, where possible, to utilize the same software for various government activities, producing synergy in standing up and maintaining our critical software platforms, drove the decision to choose Civic Plus. Both Fife IT and the COE staff reviewed a number of platform for the various components within the Civic Plus platform. Invictis, Nixle, Customized Web production and several others we did not get pricing on. All competing products were similar in cost, with Civic Plus meeting the pricing for Nixle with their Civic Ready product. The Civic Plus products smoothly integrate between each module. While this was possible (linking) with other mixed vendor products staff felt that Civic Plus would be more reactive to concerns with connectivity as the producer of all three functional software components. They have a good reputation, are widely used by other local governments, have a nexus to other products we are looking at such as Laserfiche, and were competitively priced.

RECOMMENDED ACTION: **MOTION** to adopt Resolution No. 19-0450, authorizing the Mayor to execute a Master Service Agreement with CivicPlus for installation, customization and ongoing technical support for Web, City Clerk and Messaging Broadcast Services software.

ALTERNATIVES TO RECOMMENDED ACTION:
1) Forward to next Regular Council Meeting for action
2) Forward to Study Session for further review

RESOLUTION NO. 19-0450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICE AGREEMENT WITH CIVIC PLUS FOR INSTALLATION, CUSTOMIZATION AND ONGOING TECHNICAL SUPPORT FOR WEB, CITY CLERK & MESSAGING BROADCAST SERVICES SOFTWARE

WHEREAS, the City Council is aware of the need to replace the existing webpage and City Clerk audio/visual and agenda management software; and

WHEREAS, the City Council is aware of the desire to enhance the City's ability to communicate more effectively on an ongoing basis as well as during emergent or emergency events through social media, telephone and text messaging technology in a more comprehensive and integrated process; and

WHEREAS, the City has utilized the City of Fife (COF) IT for IT support services including the ability to "piggyback" on COF requests for proposals, to economize and improve support and maintenance synergies memorialized in a current Title 39 Interlocal Agency Agreement; and

WHEREAS, the City has reviewed for cost, reputation and the legal tenants of the Master Services Agreement with Civic Plus, products purchased in whole or part by the COF, and determined the Civic Plus products best meet the communication needs for the City.

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 Master Services Agreement with Civic Plus, attached hereto and incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 26TH DAY OF MARCH, 2019.

_____
Daryl Eidinger, Mayor

ATTEST:

_____
Rachel Pitzel, City Clerk

Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Edgewood, Washington ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work ("SOW").
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or $5.00, whichever is greater, will be added to invoices not paid within 60 days. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed $1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.

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12. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

14. To the extent permitted by the law of the State of Washington, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use ofany CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Force Majeure

20. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

21. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the State of Washington's taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

22. The following are to be attached to and made part of this Contract:
    a. Exhibit A - Statement(s) of Work.
23. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
    a. This Master Services Agreement;
    b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

24. This Agreement and any attached SOWs may be extended to any public entity in the State of Washington to purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
26. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.
27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
28. Insurance. CivicPlus shall procure and maintain for the duration of the Agreement, at its sole cost and expense, the coverage set forth as follows:
    a. Commercial General Liability - $1,000,000 each occurrence, $2,000,000 aggregate;
    b. Automobile Liability - $1,000,000 combined single limit;
    c. Umbrella Liability - $5,000,000;
    d. Worker's Compensation and Employers' Liability – Per Statute;
    e. Technology Errors & Omissions - $3,000,000
29. Warranty. If the Client determines that some functions/capabilities within CivicPlus are not performing up to required specifications, CivicPlus will take commercially reasonable measures to remedy such situation during the term of this Agreement at no additional charge to the Client. CivicPlus does not guarantee that CivicPlus will implement any and all new enhancement and module requests, but will take commercially reasonable efforts to provide features as designed.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	**CivicPlus**
By:	By:
Name:	Name: Jeff Logan
Title:	Title: Vice President of Sales
Date:	Date: 3/5/2019

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Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502
Upon receipt of signed original, we will counter-sign and return the copy for your files.

Contact Information

Organization	City of Edgewood, Washington	URL	
Street Address	2224 104th Avenue East		
Address 2			
City	Edgewood	State WA	Postal Code 98372-1513

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	Jill Herrera	(253)389-5099
Emergency Contact & Mobile Phone	Rachel Pitzel	(253)878-4065
Emergency Contact & Mobile Phone	Dave Gray	(253)878-2527

Billing Contact	Stephanie Goff	E-Mail	finance@cityofedgewood.org
Phone	(253)952-3299	Ext.	Fax
Billing Address	2224 104th Avenue East		
Address 2			
City	Edgewood	ST WA	Postal Code 98372-1513
Tax ID #	91-1700053		Sales Tax Exempt #
Billing Terms	Annual		Account Rep
Info Required on Invoice (PO or Job #)	PO		

Contract Contact	Jill Herrera	Email	cityclerk@cityofedgewood.org
Phone	(253)952-3299	Ext.	Fax

Project Contact	Rachel Pitzel	Email	rachel@cityofedgewood.org
Phone	(253)952-3299	Ext.	Fax

Exhibit A.1 for **Edgewood, WA**

Exhibit A.1 - CivicPlus Statement of Work #1

All Quotes are in US Dollars and Valid until December 31, 2018

Project Development and Deployment • First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting) • Server Storage not to exceed **25 GB** • Services and Deliverables as described in Addendum 1 • Up to 120 pages of content migration from http://www.cityofedgewood.org • Ongoing recurring 48-month redesign, as described in Addendum 2 • 3 Years of Agendas & Minutes in PDF or DOC format migrated • 2 Days Virtual Implementation Training for up to 6 Client Staff Members	**$19,900**
Project Enhancements • 1x SSL Certificate setup & hosting • CivicMedia with 10 GB additional storage	**Included**
Total Fees Year 1	**$19,900**
Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting) *Billed 12 months from SOW signing; subject to annual 3% increase year 3 and beyond*	$4,000
Total Annual Services	**$4,000**

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced at the completion of the following phases as defined in Addendum 1 to this SOW #1:
    a. Completion of Phase 2: Design Presentation – one half of the Total Fees Year 1.
    b. Completion of Phase 4: Website Review & Training – the remaining half of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 3 to this SOW #1 and shall be subject to a 3% annual increase beginning in Year 3 of service.
5. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 2. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

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Exhibit A.1 for **Edgewood, WA**

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client		**CivicPlus**	
By:		By:	
Name:		Name:	Jeff Logan
Title:		Title:	Vice President of Sales
Date:		Date:	3/5/2019

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Exhibit A.1 for **Edgewood, WA**

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Kick-Off Deliverable: Project Timeline, training jump start information, online forms, kick-off meeting	
CivicPlus will: • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with Client to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff	Client will: • complete the following prior to Phase 1: Website Optimization Form, Content Form, and DNS Worksheet • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: **Website Optimization** Deliverable: Website Optimization Meeting	
CivicPlus will: • communicate status to Client, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms Client completed to ensure Client needs are clearly understood • gather preliminary design data for use	Client will provide: • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Design Presentation Deliverable: Website grayscale layout and mood board color pallet presentation	
CivicPlus will: • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval	Client will: • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete

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Phase 3: Website Reveal Deliverable: Website design and production website.	
CivicPlus will: • present a functional website on a production URL • migrate content pages to the production URL as described in Exhibit A.1 Statement of Work. • conduct a quality review of the website to ensure the functionality and usability standards are met • work with Client to prepare for training • migrate Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format as described in Exhibit A.1 Statement of Work.	Client will: • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website
Phase 4: Website Review & Training (See Exhibit A.1 Statement of Work for details) Deliverable: Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will: • provide training to Client before the website goes live • train staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules	Client will: • provide a location for training in Client with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
Phase 5: Go Live Deliverable: Custom website launched to the public.	
CivicPlus will: • address system issues and bugs that Client finds • redirect the domain name to the newly developed website as per approved timeline	Client will: • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website

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Exhibit A.1 for **Edgewood, WA**

Addendum 2 to Exhibit A.1 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Redesign
• New design for all items originally contracted for (main site, department headers and subsites) • Redevelop navigation method (may choose top drop-down or other options) • Design setup - wireframe • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned) • Site styles and page layouts will be touched so all pages match the new design and migrate cleanly • Spelling and broken links will be checked and reported if unable to correct

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Addendum 3 to Exhibit A.1 – Hosting, Support and Service Level Agreement

Hosting Details

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers

DDoS Mitigation	• Defined DDoS Attack Process
	  • Identify attack source
	  • Identify type of attack
	  • Monitor attack for threshold engagement

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Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is $175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	**Maintenance of CivicPlus GCMS®**
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the CGMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
    - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
    - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9%	1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

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Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	**Service Credit Percentage**
8 Hours	10% of one month's fee
Recovery Point Objective	**Service Credit Percentage**
24 Hours	10% of one month's fee

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Exhibit A.2 for **Edgewood, WA**

Exhibit A.2 – CivicClerk Statement of Work #2

All Quotes are in US Dollars and Valid until December 31, 2018

Project Development and Deployment • Implementation and configuration of **CivicClerk** system, including: ○ Up to 7 boards ○ Meeting minutes/live meeting manager ○ Display pages ○ Board portal ○ Citizen portal ○ Up to 4 hours of virtual training for up to 6 Client staff members ○ First Year Annual Services	**$5,065**
Total Fees Year 1	**$5,065**
Annual Services (Continuing CivicClerk Enhancements, Maintenance, Support and Hosting) *Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond*	$3,240
Total Annual Services	**$3,240**

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #2 (SOW #2) is hereby attached as Exhibit A.2.
2. This SOW #2 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced at signing of this SOW #2.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.
5. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to Client's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week.
6. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted to CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
7. The service(s) are provided on an "as is" basis, and Client's use of the service(s) is at its own risk. CivicPlus does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.
8. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

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Exhibit A.2 for **Edgewood, WA**

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client		**CivicPlus**	
By:		By:	
Name:		Name:	Jeff Logan
Title:		Title:	Vice President of Sales
Date:		Date:	3/5/2019

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Exhibit A.2 for **Edgewood, WA**

Addendum 1 to Exhibit A.2 - Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY	
• Complete the implementation questionnaire • Provide Word versions of your agendas and item reports	• Create a production site request and assign a PL request in JIRA • Reach out to Client to explain the Implementation plan • Schedule and conduct a kick-off call with Client, if requested	• Once supplied Word versions of the agendas and item reports, configure the templates in the system • Input questionnaire data

Phase 2 – Initial Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY	
• Be prepared to schedule a call for system review • Provide feedback on any needed changes	• Schedule and conduct a first look call with Client.	• Provide any template changes needed to CivicPlus.

Phase 3 – Final Configuration and Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY	
• Provide a list of users • Provide any additional feedback and changes	• Enter user list with appropriate security settings	• Make necessary changes to templates and configuration

Phase 4 – Training

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
• Schedule a presentation for administrator training • Schedule a presentation for end user training	• Schedule and conduct administrator and end user trainings

Phase 5 (As Needed) – Additional Services

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY	
• Provide Word versions of your most recent minutes • Provide a list of your Board/Council members • Schedule a 30 minute call for minutes training • Schedule a 30 minute call for BoardView training	• Once supplied Word versions of the minutes, configure the templates in the system	• Schedule and conduct minutes training • Schedule and conduct BoardView training

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CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-00790-1
Date: 2/18/2019 2:40 PM
Expires On: 5/1/2019
Product: CivicReady

Ship To
Jill Schwerzler-Herrera
Edgewood WA - CivicReady
Puyallup, Washington 98371

Bill To
Edgewood WA - CivicReady
Puyallup, Washington 98371
United States

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Michael Sutton	x602.390.3998	sutton@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	DISC (%)	TOTAL
1.00	CivicReady Verified Residential Database Annual Fee	CivicReady Verified Residential Database Annual Fee	$0.0000	0.0000	$17.17
1.00	CivicReady IPAWS Add-On Annual Fee	CivicReady IPAWS Add-On Annual Fee	$1,500.0000	44.2760	$835.86
1.00	CivicReady Implementation Fee	CivicReady Implementation Fee	$1,100.0000	0.0000	$1,100.00
1.00	CivicReady Mass Notification Annual Fee	CivicReady Mass Notification Annual Fee	$0.0000	0.0000	$2,353.87
1.00	CivicReady Automated Weather Alerts Annual Fee	CivicReady Automated Weather Alerts Annual Fee	$2,500.0000	44.2760	$1,393.10
				TOTAL:	$5,700.00

Dates: 3/2/2019 - 3/1/2020

One Time Costs	$1,100.00
Recurring Costs	$4,600.00

*Recurring cost based on start and end date above

CivicPlus hereby provides unlimited license to Client to utilize CivicReady software (the “Service”) for the term of this SOW #2 In consideration of the payments described herein. Client shall be responsible for all activity occurring under Client’s account(s) and shall abide by all applicable laws and regulations in connection with the use of any service or license provided under this SOW #2. Client shall: (i) notify CivicPlus immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CivicPlus immediately and use

reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client; and (iii) not impersonate another CivicPlus user or provide false identity information to gain access to or use the Service.

Term & Payment

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW #2 is hereby attached.
2. This SOW #2 shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The First Year Fees shall be invoiced upon signing of this SOW #2.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services are subject to a 3% annual increase beginning in the second year of service.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

CivicReady Functionality

1. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an Internet- hosted software application. Client's database(s) shall be limited to containing contact data located within the geographic boundaries of Edgewood WA - CivicReady. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

CivicReady Appropriate Use of Service

1. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.
2. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.

CivicReady Security and Confidentiality

1. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third party Internet Service Provider, using public utility services which may not be secure. Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third party Internet Service Provider or public utility. Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client.
2. CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information.

Account Information and Privacy

1. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause,

Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

Intellectual Property Ownership

1. CivicPlus alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CivicPlus Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the CivicPlus Technology or the Intellectual Property Rights owned by CivicPlus. The CivicPlus name, the CivicPlus logo, and the product names associated with the Service are trademarks of CivicPlus, and no right or license is granted to use them. Client may use CivicPlus' name or trademarks (CivicPlus) for promotion, publicity or other commercial purposes with our prior written consent. All other trademarks not owned by CivicPlus that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CivicPlus.

Representations & Warranties

1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This service is provided on an "AS-IS" basis without warranty (express or implied, including merchantability, fitness for a particular purpose and non-infringement of third party rights). We will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond our control.
2. Client represent and warrant that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties

1. CIVICPLUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CIVICPLUS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CIVICPLUS.

Internet Delays

1. CIVICPLUS'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

Access: CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.

Documentation: All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

Data Backups: CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

Enhancements: New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Client Support: CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

Data: In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, development will be charged at a $100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: Jeff Logan _____
Title: _____	Title: Vice President of Sales _____
Date: _____	Date: 3/5/2019 _____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization **Same as MSA** URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

City Of Edgewood
Council Agenda Summary Sheet

SUBJECT: WRIA 10 Watershed Restoration and Enhancement Committee – Operating Principles and Charter		**Agenda Item #:**	**AB19-0451**
		For Agenda of:	**March 26, 2019**
		Prepared by:	**Jeremy Metzler**
ATTACHMENTS (list): ☒ Resolution 19-0451 ☒ Operating Principles & Charter			
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:** *Council Action 3/25/2019*	
Community Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☒		
Police Chief, Micah Lundborg	☒		

Fiscal Note/Consideration:
There is no direct financial commitment for the City to participate in the WRIA 10 Watershed Restoration and Enhancement Committee. There is an indirect cost for staff attendance, which will be managed by the Mayor or designee in the normal course of City Staff Activities.

SUMMARY STATEMENT:
In 2018 the State Legislature enacted legislation for each of the 15 watershed basins across Washington State, establishing a planning process to project rural growth and identify projects to offset consumptive use form new permit-exempt wells constructed after January 19, 2018. In the eight basins with instream flow rules that do not address permit-exempt wells and that did not complete watershed planning under RCW 90.82, the legislature established watershed restoration and enhancement committees.

RCW 90.94.030 (3) states, "By June 30, 2021, the department (of Ecology) shall prepare and adopt a watershed restoration and enhancement plan… in collaboration with the watershed restoration and enhancement committee." The law directs each watershed restoration and enhancement committee to develop a watershed restoration and enhancement plan that includes recommendations for projects and actions that measure, protect, and enhance instream resources, and offset impacts to instream flows associated with permit-exempt domestic water uses. These recommendations are forwarded to the Washington State Department of Ecology for vetting and potential implementation.

All recommendations from each committee can only be produced when all committee participants are in agreement (unanimous). For this reason, participation by the City of Edgewood has value to the City's residents and the region as a whole.

RECOMMENDED ACTION: **MOTION** to adopt Resolution No. 19-0451, in support of participating in the Watershed Restoration and Enhancement Committee for WRIA 10, authorizing the Mayor to sign the committee's Operating Principles and Charter, and providing staff resources as the Mayor deems necessary.

ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to next Regular Council Meeting for action
2) Forward to Study Session for further review

RESOLUTION NO. 19-0451

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO SIGN THE WATERSHED RESOURCE INVENTORY AREA (WRIA) 10 WATERSHED RESTORATION AND ENHANCEMENT COMMITTEE OPERATING PRINCIPLES AND CHARTER

WHEREAS, the City Council supports the Statewide mission to develop watershed restoration and enhancement efforts in regionally organized cooperative efforts (Senate Bill 6091 codified as RCW 90.94); and

WHEREAS, the City Council understands the authority of the WRIA 10 Watershed Restoration and Enhancement Committee is to provide recommendations to the Washington State Department of Ecology for projects and actions that measure, protect and enhance instream resources, and offset impacts to instream flows associated with permit-exempt domestic water uses; and

WHEREAS, the City recognizes the importance of having a seat at the table for this important work, which requires unanimous support of each member of the committee, to collaborate and produce recommendations to the Department of Ecology; and

WHEREAS, the Council recognizes there is no direct financial requirement for participation in the WRIA 10 Committee, however the City is expending resources through staff attendance and expertise in support of the regional effort;

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

Section 1. The Mayor is hereby authorized to sign the WRIA 10 Watershed Restoration and Enhancement Committee Operating Principals and Charter document, attached, and to direct city staff to participate at his discretion.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 26TH DAY OF MARCH, 2019.

_____
Daryl Eidinger, Mayor

ATTEST:

_____
Rachel Pitzel, City Clerk

Signatures of Agreement

The Puyallup-White (WRIA 10) Watershed Restoration and Enhancement Committee Operating Principles and Charter has been approved this 6th day of February, 2019, by the party below.

REPRESENTATIVE FOR CITY OF EDGEWOOD

Signature: _____

Name and Title: _____

Operating Principles and Charter

Watershed Restoration Enhancement Committee

Water Resource Inventory Area (WRIA) 10

Approved Version February 6, 2019

Effective ___, 2019

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SECTION 1. PURPOSE AND BACKGROUND

Purpose

The purpose of the operating principles and charter is to establish the watershed restoration and enhancement committee (Committee), as authorized under RCW 90.94.030, for the purpose of developing the watershed restoration and enhancement plan. The document sets forward a process for meeting, participation expectations, procedures for voting, structure of the Committee, communication and other needs in order to support the Committee in reaching agreement on a final plan.

Background

On January 19, 2018, the Governor signed Engrossed Substitute Senate Bill (ESSB) 6091 into law. This law establishes a planning process in fifteen watershed basins across Washington State to project rural growth and identify projects to offset consumptive use from new permit-exempt wells constructed after January 19, 2018. In eight basins with instream flow rules that do not address permit-exempt wells and that did not complete watershed planning under RCW 90.82, the legislature established watershed restoration and enhancement committees. ESSB 6091 is codified as 90.94 RCW.

The law directs each watershed restoration and enhancement committee to develop a watershed restoration and enhancement plan that includes recommendations for projects and actions that measure, protect, and enhance instream resources, and offset impacts to instream flows associated with permit exempt domestic water uses. The plan must include estimates of the cumulative impact of water use over the next 20 years and an estimate of the cost for offsetting the water use. All members of the Committee must approve the plan, and Ecology must determine that the plan results in a net ecological benefit before Ecology can adopt the plan. Relevant language from RCW 90.94.030 is in Appendix C.

SECTION 2. AGREEMENT AND AMENDMENTS TO THE OPERATING PRINCIPLES

The formal establishment of an agreement to the operating principles will take place via a member vote, with all members of the watershed restoration and enhancement committee (Committee) approving the operating principles. Participants will work in good faith to productively participate in the development of the operating principles. By approving the operating principles, members of the Committee agree to uphold the principles as outlined in this document. Any member of the Committee may bring forward a recommendation for an amendment to the operating principles. The Committee, by a 2/3 majority vote of those in attendance at the meeting, may decide to review the operating principles and consider amendments periodically. Amendments will be brought for discussion when a quorum is present and take effect only if voted on unanimously by the full Committee for inclusion in the operating principles.

Nothing contained in this Agreement or in any amendment developed under the Agreement shall undermine the legal claims of any party listed in Appendix A. Participation in this planning process shall not override any party's authority or the reserved or other rights of tribal governments.

SECTION 3. PARTICIPATION EXPECTATIONS AND GROUND RULES

Participation expectations

All members of the Committee are expected to work together to make decisions and recommendations to support the preparation of a watershed restoration and enhancement plan that all Committee members support by the deadline of June 30, 2021. Committee members will, in good faith and using their best professional judgement:

- Actively participate in Committee meetings;
- Review materials in preparation for the meetings;
- Review materials following the meetings;
- Engage in workgroups (if applicable);

- Come prepared for discussions and to make decisions (when applicable); and
- Commit to implementing the Committee ground rules (see below).
- Take ownership of their "home" entity's decision-making process.
- Notify the Chair when members and alternates will not be able attend meetings.

The chair will ensure that committee members have adequate time to review materials. The chair will provide meeting materials at least 7 days before meetings, and attempt to provide 14 days review time for longer documents and documents that require a decision or discussion of foundational elements. The agenda will identify when a vote or decision is expected to allow entities to prepare for that decision. Members may request a delay in the vote or decision.

The chair understands that members may need to discuss decisions with their organizations prior to voting/approval and will work with committee members to establish reasonable review time for materials prior to calling for a vote or decision. When possible, Committee members will provide the chair reasonable notice if additional review time is needed prior to a vote or decision.

Committee meetings will take place on a monthly basis for an initial period, with the interval of meetings being modified as needed to meet the deadlines (either more or less frequently). The chair will attempt to hold meetings at a convenient location. Meetings are expected to last for approximately 4 hours, with the length modified as needed to meet deadlines.

In Person and Remote Participation

It is the expectation that Committee representatives shall attend all meetings in person. The Committee chair will allow for remote participation (e.g. via phone, web, video conference) if:

- Notice is provided to the chair or facilitator at least 1 week in advance of the meeting, AND
- Representative and alternates are not available to attend in person, AND
- Meeting room accommodates remote participation, AND
- Agenda content allows for remote participation.

Remote participants must ensure that they can actively and effectively engage in the discussion and decision-making. If remote participation becomes an issue (such as more participants on the phone than in person, ongoing technological issues) the committee will reconsider the remote participation protocols in these Operating Principles.

If less than half (or 10) of the committee members or alternates are available to attend a meeting, the Chair, at her discretion, may cancel that meeting. The Chair will provide as much advance notice as possible if she cancels a meeting.

Ground Rules

Water management is inherently complicated and the Committee is striving for full agreement on the watershed restoration and enhancement plan. Therefore, given the range of members' diverse perspectives, the Committee has established the following to ensure good faith and productive participation amongst its members:

- Be patient, direct, and honest in respectful consideration of each other's views.

- Take responsibility for our own issues and problems.
- Be sensitive to different communication styles and needs.
- Come prepared to use meeting time productively.
- Be present and engaged throughout the meeting.
- Provide sufficient notice if unable to make a scheduled meeting.
- Strive to reach common ground.
- It is okay to agree to disagree.
- Phones on silent (take phone calls away from the meeting).
- Take turns speaking.
- Listen to each other.
- Be respectful.
- Keep an open mind.
- Ask questions to understand.
- Give people time to respond.
- Separate personalities from the opinion/idea.

Conflict Resolution

In the event a conflict arises amongst members or established workgroups of the Committee, the following steps should be taken by individuals:

1. Communicate directly with the person or persons whose actions are the cause of the conflict.
2. If the circumstance is such that the person with a conflict is unable or unwilling to communicate directly with the person or persons whose actions are the cause of the conflict, the person shall speak with the Committee chair and facilitator.
3. The conflict should first be brought up verbally. If this does not lead to satisfactory resolution, the conflict should be described in writing to the chair.
4. If such matters are brought to the chair and facilitator, the chair in consultation with the facilitator, will address the conflict as appropriate and may seek outside or independent assistance as needed.

SECTION 4. ALTERNATES, CAUCUSES, AND NEW MEMBERSHIP

Ecology invited every entity listed in RCW 90.94.030(2) to participate in the Committee. Each entity that responded indicating their commitment to participate shall identify a representative and up to two alternates to participate on the Committee. Those entities that have committed to participate are voting members in the committee, and each entity has one vote. Entities must give the chair written notice when they wish to update or change a representative or alternate.

Alternates

If the primary representative cannot attend a meeting, they should, if possible, send an alternate and, in any event, notify the Committee chair and the facilitator as early as possible. It is the responsibility of the primary representative to brief the alternate on previous meetings and key topics arising for discussion in order for the alternate to participate productively. Alternates may actively participate in committee discussion whether they are at the table to fill in for the primary representative, or attending

the meeting in addition to the primary representative. Alternates' input should add value to the discussion, not repeat points that have already been made.

If the primary representative and alternates are no longer able to attend (staffing change, ongoing scheduling conflicts), the government or organization shall work with the chair to quickly identify a new representative from the same government or organization. If no alternate representative is available from the government or organization, an alternate entity that can represent the same interest is allowed and shall be brought forward to the chair for approval. The alternate entity will be subject to the Latecomers provisions as listed below.

Caucuses

Cities have the option of participating in the Committee through a caucus. The caucus representative's attendance and vote/decision will represent the participation and vote/decision of all members of the caucus. The caucus will have one vote on decisions that do not require approval by all Committee members. The caucus members will determine their internal voting procedures and share caucus voting procedures with the Committee.

For decisions that require approval by all Committee members (adopting or amending the operating principles and charter, final plan approval), each caucus member will have one vote, which can be provided directly to the chair or through the caucus representative.

A caucus participant can decide to leave the caucus and resume individual participation in the Committee by sending notification in writing to the caucus representative and chair at least two weeks in advance of the next meeting.

Ex-Officio Members and Technical Experts

The Committee may decide, by a supermajority, to invite an additional entity to join the Committee as an ex officio non-voting member. Ex Officio members are invited to sit at the Committee table, participate actively in discussions and review of documents, but shall not vote/decide on any items[1]. Ex-officio members are expected to participate as regular members—and adhere to the operating procedures—except that they do not vote/decide.

The Committee may decide by super majority to invite an individual or organization to participate in selected meetings or agenda items where additional expertise or perspective is desired. These technical experts will sit at the Committee table, participate actively in discussions and review documents for the specified agenda items. They may not vote/decide on any items.

Latecomers

Ecology has invited all governments and organization identified in 90.94.030 to participate on the Committee. Invited entities who originally decided not to participate on the Committee (per written

[1] Ecology leadership has determined that additional voting members will not be invited to join the committees in order to stay true to the legislation and keep the Committee size manageable. However, the Committee may decide to include non-voting members if they choose.

acknowledgement on the commitment letter or lack of responsiveness) are allowed to join the Committee at a later date under the following conditions:

1. The entity cannot veto, request a re-vote, or revisit items previously decided on by the Committee;
2. The entity signs an intent to participate, provides a primary and alternate Committee member;
3. The entity agrees to and abides by the operating principles; and
4. The entity joins the Committee and participates in meetings for a minimum of six months leading up to the vote on the plan.

SECTION 5. ROLE OF THE CHAIR AND COMMITTEE SUPPORT

RCW 90.94.030 (2b) states that "The department shall chair the watershed restoration and enhancement committee…" Ecology's streamflow restoration implementation lead chairs the Committee on behalf of the agency. The chair shall vote and participate in decision-making on all items coming before the Committee.[2] The role of the chair is to write the plan in collaboration with the Committee with the goal to attain full agreement from the Committee members. If full agreement cannot be obtained, the chair shall ensure all opinions inform future decision making for the final plan.

In the event that the chair is unable to attend a scheduled meeting due to illness or other unanticipated absence, Ecology will designate as interim chair another Ecology staff to avoid cancelling the meeting.

Ecology may provide the Committee a facilitator. The role of the facilitator is to focus on process and support the Committee in productive discussions and decision-making. Ecology will provide administrative support for the Committee as well as technical assistance through Ecology staff and consultants.

Ecology will seek input from the Committee on consultant selection prior to entering into contract.

SECTION 6. DECISION MAKING

This planning process, by statutory design, brings a diversity of perspectives to the table. It is therefore important the Committee identifies a clear process for how it will make decisions. The Committee shall always strive for consensus, and when consensus cannot be reached, the chair and facilitator will document agreement and dissenting opinions. The reason why the Committee will strive for consensus is that the authorizing legislation requires that final plan itself must be approved by all members of the Committee prior to Ecology's review (RCW 90.94.030[3] "…all members of a watershed restoration and enhancement committee must approve the plan prior to adoption"). Therefore, consensus during the foundational votes, or decisions, upon which the plan is constructed will serve as the best indicators of the Committee's progress toward an approved plan. In the event consensus is not reached on

[2] RCW 90.94 (3) states that "the department shall prepare and adopt a watershed restoration and enhancement plan for each watershed listed under subsection (2)(a) of this section, in collaboration with the watershed restoration and enhancement committee. Except as described in (h) of this subsection, all members of a watershed restoration and enhancement committee must approve the plan prior to adoption." Based on input from the Attorney General's office, because Ecology is a member of the Committee and must ultimately vote on whether or not to approve the plan, Ecology shall vote on all items coming before the Committee.

foundational elements of the plan in time to keep the process moving forward consistent with deadlines, the Committee can make decisions with supermajority approval.

Quorums and Voting

A quorum is established when two-thirds of the voting members of Committee are present (either in person or on the phone), excluding cities participating through a caucus. The Committee may not vote unless a quorum is established.

The Committee may choose to hold a temporary vote if a quorum is not present. The Chair will follow up with absent members within 3 full business days of the temporary vote to obtain their vote. If the decision passes, tallying the votes from the meeting and the follow up, then the temporary vote will be considered validated and final.

Voting Protocol

The Committee agenda will clearly identify Items anticipated for voting in advance. When voting occurs, the chair or facilitator will call for the vote. Committee members will signal their vote in the following ways:

- Thumbs up – approval
- Thumbs down – disapproval
- Thumbs sideways – accept, can live with, will not block.
- Five fingers – abstain

The facilitator will record all votes. Where there are dissenting votes or approvals with reservations, the facilitator will record who dissents or has reservations and the reasons for the dissent or reservations, and remaining concerns.

Consensus

Consensus is a group process where the input of everyone is carefully considered and an outcome is crafted that best meets the needs of the group as a whole. The root of consensus is the word consent, which means to give permission to. When members consent to a decision, they are giving permission to the group to go ahead with the decision. Some members may disagree with all or part of the decision, but based on listening to everyone else's input, all members agree to let the decision go forward because the decision is the best one the entire group can achieve at the current time.

The Committee will strive toward consensus. The levels of consensus include:

- I can say an unqualified "yes"!
- I can accept the decision.
- I can live with the decision.
- I do not fully agree with the decision; however, I will not block it.

Minority reports will be allowed for all decisions. In addition, committee meeting summaries and other relevant documents will highlight the pros and cons of the actions discussed by the members. Committee members shall abstain from decision-making if they have a personal financial interest in a decision.

Approval by Supermajority

Decisions that do not require consensus can be approved if two-thirds (66%) of those voting are either thumbs up or thumbs sideways. Members abstaining will be counted as present for purposes of the quorum, but abstentions will not be included in calculating the two-thirds for voting.

Voting on Routine Decisions

The Committee can approve routine Committee items such as meeting summaries with a simple majority approval and no further decision-making needed.

Voting on Elements Foundational to the Plan

The Committee prefers to reach consensus on foundational elements of the plan (e.g. growth scenarios, inclusion of individual projects, etc. – See Appendix B) in order to facilitate agreement on the final plan. In order to meet deadlines, foundational decisions leading up to the plan may be voted on as a way of assessing and recording the extent of agreement and remaining items to be resolved. If consensus on a foundational element of the plan is not achieved within the necessary timeline (see Appendix B) the chair or facilitator may call for a vote and move forward on decisions that obtain supermajority approval. These votes will be advisory in nature and will serve to clearly document areas of agreement and remaining differences.

When there is not consensus on a foundational element of the plan, the chair and facilitator will document dissenting opinions and the Committee will make a plan for when and how to revisit this element and how to reach consensus. The plan may include tasking a workgroup to come up with options for the group to decide on with a deadline for decisions. As discussed below, at the end of the process, all entities participating on the Committee must approve the plan for Ecology to accept it for net ecological benefit review and adoption.

If agreement cannot be reached after a reasonable effort or by the deadline, the facilitator or chair may call for an approval by supermajority.

Parking Lots

A “parking lot” may be used to capture ideas that the group cannot agree on or would like to return to at a later date for further discussion; however this will not jeopardize meeting deadlines by postponing issues which must be resolved so deliberations can move forward. Committee members will work together to establish schedules and deadlines to ensure that final plans can be completed on time.

Conflicts of Interest

Committee members shall abstain from voting if they have a personal financial interest in a decision.

Informal Voting

From time to time, the chair or the facilitator may ask for an informal vote or straw poll to gather information on group needs. These informal votes do not need to follow the formal voting protocols of this section. Informal votes will be used solely for information-gathering and will not result in a decision.

Electronic voting

In the case a decision is needed prior to the next Committee meeting, the chair can request an electronic vote or straw poll via non-private survey. Electronic voting will only be used to measure the direction the committee wants to head, gauge interest for meeting topics, times, or locations, consider opening these Operating Principles, follow up on temporary votes, or gather input for other time-critical items that do not include the foundational elements of the plan. The Department of Ecology will allow a minimum of 3 working days for responses. A non-response is considered an "abstention" vote.[3] An electronic vote is invalid if fewer than 2/3rd of the Committee Members respond, excluding cities participating in a caucus.

The chair will report the result of an electronic vote at the next Committee meeting and the chair or facilitator may request a procedural vote to reaffirm the electronic vote.

Voting on the final approval of the plan

RCW 90.94 (3) states that "… all members of a watershed restoration and enhancement committee must approve the plan prior to adoption." This means that each and all committee members get a vote and that all committee members must vote "yes" in support of a plan in order for it to be approved and provided to Ecology for "net ecological benefit" review and potential adoption.

The vote on the final plan approval will be shown by hands:

Voting:

- Thumbs up – approval
- Thumbs down – disapproval

The facilitator will record all votes.

SECTION 7. USE OF MATERIALS DEVELOPED BY CONTRACTORS

As needed and agreed to by the Committee, Ecology may hire outside consultants to develop studies or reports.

The Committee shall recognize that the materials are for the sole and exclusive purpose of providing the background information necessary to assist the committee with developing the Watershed Restoration and Enhancement Plan.

Materials developed by other contractors (e.g. Committee member's contractors) may be shared with the Committee if provided to Ecology with an adequate time to review, provide any necessary feedback,

[3] If an 'out of office' message is received for the primary representative, the alternate representative(s) will be contacted to cast their vote. The chair and facilitator will make at least 3 points of contact with each Committee member before marking their vote as an abstention (e.g. phone, email, text).

and integrate into the appropriate meeting agenda. Ecology must review any information or materials used to justify Net Ecological Benefits.

SECTION 8. PUBLIC COMMENTS AND PUBLIC MEETING NOTICE

The agenda will provide time for public comment at each meeting. The chair and facilitator will determine the time and extent of the public comment period based on the agenda for each meeting, with input from the Committee. While the Committee is not explicitly required to follow the requirements of the Open Public Meetings Act, reasonable efforts will be made to post information and materials on the pertinent website in a timely manner to keep the public informed.

SECTION 9. ESTABLISHMENT OF WORKGROUPS, ADVISORY GROUPS AND SUBCOMMITTEES

The Committee may establish workgroups or subcommittees as it sees fit. Workgroups may be temporary, established to achieve a specific purpose within a finite time frame, or a standing workgroup addressing the goals of the Committee. The decision to form a workgroup is a procedural decision, as it is not required by the legislature, and may be developed at the discretion of the Committee or the chair in order to support Committee decision making. All Committee workgroups are workgroups of the whole, meaning their role is to support the efforts of the Committee and all Committee members are welcome to participate in any workgroup formed by the Committee. The chair or Committee may also invite non-Committee members to participate on the workgroups if they bring capacity or expertise not available on the Committee. No binding decisions will be made by the workgroups. The workgroups will communicate all issues discussed to the Committee as either recommendations or findings as appropriate and the workgroups will produce meeting summaries to distribute to the full committee. The Committee may, or may not, act on these workgroup outcomes as it deems appropriate.

SECTION 10. COMMITTEE AND MEDIA COMMUNICATION

To support clear communication with the Committee, Ecology will:

1. Operate an electronic mailing list for Committee members and interested parties
2. Develop and manage a website for members of the Committee to access documents such as agendas, meeting summaries, technical reports, calendar, and other items as requested by the Committee

The facilitator and Ecology shall prepare a written meeting summary for each Committee meeting within 10 business days of the last Committee meeting. The chair will distribute the meeting summary to the Committee via an email and the facilitator or Ecology will post the summary on the Committee webpage. The summary, at a minimum, will include a list of attendees, decisions, discussion points, assignments, and action items. If comments are cited in such summaries, each speaker will be identified. Meeting summaries will capture areas of agreement and disagreement within the group. The Committee will approve the meeting summary by a vote at the following meeting.

Communication with the media

When speaking to the media or other venues, the Committee members will clearly identify any opinions expressed as their personal opinions and not necessarily those of the other Committee members or the Committee as a whole. The Committee members will not attempt to speak for other members of the group or to characterize the positions of other members to the media or other venues. Comments to the media will be respectful of other Committee members.

Following significant accomplishments, the Committee may request Ecology to issue formal news releases or other media briefing materials. All releases and information given to the media will accurately represent the work of the Committee. Ecology will make every effort to provide the Committee with materials in advance for input, recognizing that media timelines may not allow for adequate review by the Committee.

When interacting with the media, the Committee members agree to abide by the protocol established by this agreement.

APPENDIX A: GOVERNMENT AND ORGANIZATIONAL MEMBERSHIP

Membership

The legislation identifies the membership of the Committee (RCW 90.94.030[2]):

(b) The department [of Ecology] shall chair the watershed restoration and enhancement committee and invite the following entities to participate:

(i) A representative from each federally recognized Indian tribe that has reservation land within the water resource inventory area;

(ii) A representative from each federally recognized Indian tribe that has a usual and accustomed harvest area within the water resource inventory area;

(iii) A representative from the department of fish and wildlife, appointed by the director of the department of fish and wildlife;

(iv) A representative designated by each county within the water resource inventory area;

(v) A representative designated by each city within the water resource inventory area;

(vi) A representative designated by the largest irrigation district within the water resource inventory area;

(vii) A representative designated by the largest publicly owned water purveyor providing water within the water resource inventory area that is not a municipality;

(viii) A representative designated by a local organization representing the residential construction industry within the water resource inventory area;

(ix) A representative designated by a local organization representing environmental interests within the water resource inventory area; and

(x) A representative designated by a local organization representing agricultural interests within the water resource inventory area."

Table 1 Participating entities, representatives, and alternates

	Entity	Representative	Alternate	Alternate
Tribes with reservation land or Usual and Accustomed Harvest Area	Puyallup Tribe	Russ Ladley	Char Naylor	
	Muckleshoot Tribe	Henry Martin	Carla Carlson	
WA Department of Fish and Wildlife	WDFW	Liz Bockstiegel	Matt Curtis	
County	Pierce County	Dan Cardwell	Tiffany Odell	Tom Kantz

	Entity	Representative	Alternate	Alternate
City	City of Auburn	Lisa Tobin	Jeff Tate	Susan Fenhaus
	City of Bonney Lake	Ryan Johnstone	Andrew Fonda	
	City of Edgewood	Jeremy Metzler		
	City of Enumclaw	Scott Woodbury	Chris Searcy	Jeff Lincoln
	City of Fife	Ken Gill	Russ Blount	
	City of Orting	Greg Reed	Mark Barfield	
	City of Pacific	Jim Morgan	Chuck Hendricksen	
	City of Puyallup	Paul Marrinan		
	City of Sumner	Michael Kosa	Robert Wright	Jason VanGilder
	City of Tacoma	Merita Trohimovich	Stephanie Seivert-Wilson	
Publically-owned water purveyor	Lakehaven Water and Sewer	Stan French	John Bowman	Tim Osborne
Residential Construction Industry	Master Builder Association of Pierce County	Jessie Gamble	Kurt Wilson	Chuck Sundsmo
Environmental Interests	Puyallup River Watershed Council	Carrie Hernandez		
Agricultural Interests	Pierce Conservation District	Ryan Mello	Allan Warren	
Irrigation District	N/A			
Ex Officio Members	Tacoma-Pierce County Health Department	Michelle Harris	Kelly Racke	Jeremy Bush
	Salmon Recovery Lead Entity	Lisa Spurrier		
	Cascade Water Alliance	Michael Gagliardo		
Declined to participate	King County			
	City of Milton			
	City of Buckley			
	City of Carbonado			
	City of Federal Way			
	City of South Prairie			
	City of Algona			
	Town of Wilkeson			

APPENDIX B: ANTICIPATED MAJOR DECISION POINTS TO BE BROUGHT FORWARD FOR VOTING BY THE COMMITTEE[4]

2018 – Charter and Operating Principles

2019 –Sub basins, 20-year rural growth, estimated water use for projected new permit-exempt wells (i.e. consumptive use)

2020 – Projects to offset water use

2020 or 2021 – Plan approval

Table 2 Plan Development Timeline (proposed)

Minimum Deliverables	2018	2019 Q1	2019 Q2	2019 Q3	2019 Q4	2020 Q1	2020 Q2	2020 Q3	2020 Q4	2021 Q1	2021 Q2
Committee forms, orientation	x										
Approval of charter and operating principles	x										
Committee trainings and field visits	x	x	x								
Decision on sub basins		x	x								
Decision on growth projection scenarios			x								
Decision on 20 year growth			x								
Decision on consumptive use formula			x								
Decision on consumptive use amount to offset				x							
Orientation to project types and field visits				x	x	x					
Project identification and development					x	x	x				
Determination if projects offset consumptive use and initial net ecological benefit review/ determination (if possible)						x	x	x			
Local jurisdiction review and vetting								x	x		
Final approval of plan by committee									x		

[4] Initial list. Other major items may be brought to vote by the committee such as recommended changes to instream flow rules, recommended changing in building permit fee, recommended daily water use allowance

Minimum Deliverables	2018	2019 Q1	2019 Q2	2019 Q3	2019 Q4	2020 Q1	2020 Q2	2020 Q3	2020 Q4	2021 Q1	2021 Q2
Ecology net ecological benefit review and determination										x	x

APPENDIX C: BACKGROUND LANGUAGE OF 90.94.030

"(3) By June 30, 2021, the department shall prepare and adopt a watershed restoration and enhancement plan for each watershed listed under subsection (2)(a) of this section, in collaboration with the watershed restoration and enhancement committee. Except as described in (h) of this subsection, all members of a watershed restoration and enhancement committee must approve the plan prior to adoption.

(a) The watershed restoration and enhancement plan should include recommendations for projects and actions that will measure, protect, and enhance instream resources and improve watershed functions that support the recovery of threatened and endangered salmonids. Plan recommendations may include, but are not limited to, acquiring senior water rights, water conservation, water reuse, stream gaging, groundwater monitoring, and developing natural and constructed infrastructure, which includes but is not limited to such projects as floodplain restoration, off-channel storage, and aquifer recharge. Qualifying projects must be specifically designed to enhance streamflows and not result in negative impacts to ecological functions or critical habitat.

(b) At a minimum, the plan must include those actions that the committee determines to be necessary to offset potential impacts to instream flows associated with permit-exempt domestic water use. The highest priority recommendations must include replacing the quantity of consumptive water use during the same time as the impact and in the same basin or tributary. Lower priority projects include projects not in the same basin or tributary and projects that replace consumptive water supply impacts only during critical flow periods. The plan may include projects that protect or improve instream resources without replacing the consumptive quantity of water where such projects are in addition to those actions that the committee determines to be necessary to offset potential consumptive impacts to instream flows associated with permit-exempt domestic water use.

(c) Prior to adoption of the watershed restoration and enhancement plan, the department must determine that actions identified in the plan, after accounting for new projected uses of water over the subsequent twenty years, will result in a net ecological benefit to instream resources within the water resource inventory area.

(d) The watershed restoration and enhancement plan must include an evaluation or estimation of the cost of offsetting new domestic water uses over the subsequent twenty years, including withdrawals exempt from permitting under RCW **90.44.050**.

(e) The watershed restoration and enhancement plan must include estimates of the cumulative consumptive water use impacts over the subsequent twenty years, including withdrawals exempt from permitting under RCW **90.44.050**.

(f) The watershed restoration and enhancement plan may include:

(i) Recommendations for modification to fees established under this subsection;

(ii) Standards for water use quantities that are less than authorized under RCW **90.44.050** or more or less than authorized under subsection (4) of this section for withdrawals exempt from permitting;

(iii) Specific conservation requirements for new water users to be adopted by local or state permitting authorities; or

(iv) Other approaches to manage water resources for a water resource inventory area or a portion thereof.

(g) After adoption of a watershed restoration and enhancement plan, the department shall evaluate the plan recommendations and initiate rule making, if necessary, to incorporate recommendations into rules adopted under this chapter or under chapter **90.22** or **90.54** RCW. Any modification to fees collected under subsection (4) of this section or standards for water use quantities that are less than authorized under RCW **90.44.050** or more or less than authorized under subsection (4) of this section for withdrawals exempt from permitting may not be applied unless authorized by rules adopted under this chapter or under chapter **90.54** RCW.

(h) If the watershed restoration and enhancement committee fails to approve a plan by June 30, 2021, the director of the department shall submit the final draft plan to the salmon recovery funding board established under RCW **77.85.110** and request that the salmon recovery funding board provide a technical review and provide recommendations to the director to amend the final draft plan, if necessary, so that actions identified in the plan, after accounting for new projected uses of water over the subsequent twenty years, will result in a net ecological benefit to instream resources within the water resource inventory area. The director of the department shall consider the recommendations and may amend the plan without committee approval prior to adoption. After plan adoption, the director of the department shall initiate rule making within six months to incorporate recommendations into rules adopted under this chapter or under chapter **90.22** or **90.54** RCW, and shall adopt amended rules within two years of initiation of rule making."

City Of Edgewood
Council Agenda Summary Sheet

SUBJECT: Zoning, Critical Areas and Subdivision Code Enforcement	**Agenda Item #:**	**AB19-0543**
	For Agenda of:	**March 26, 2019**
	Prepared by:	**Carol Morris**

ATTACHMENTS (list): ☒ Ordinance No. 19-0543

Approval of Materials:			
Mayor, Daryl Eidinger	☒	**Expenditure Required:**	$0
Asst. City Administrator, Dave Gray	☒	**Amount Budgeted:**	$0
City Attorney, Carol Morris	☒	**Appropriation Required:**	$0
City Clerk, Rachel Pitzel	☒	**Timeline:**	
Community Development Director, Darren Groth	☒	*Study Session: 03/19/2019*	
Public Works, Jeremy Metzler	☒	*Public Hearing and Adoption: 03/26/2019*	
Police Chief, Micah Lundborg	☒		

Fiscal Note/Consideration:
The existing Zoning/Subdivision Code Enforcement Chapter 18.85 EMC provides a Hearing Examiner appeal of an issued Notice of Violation, Stop Work or Emergency Order. An appeal fee is charged, but this is usually a small portion of the Hearing Examiner's bill, because the Examiner will charge his/her hourly rate for the appeal hearing. This means that the City usually absorbs the majority of the Hearing Examiner's bill. The new ordinance allows a violator to request a hearing in Pierce County District Court. The City already has an interlocal agreement which covers the costs related to the Pierce County District Court. If the City initiates a code enforcement action but the court finds in favor of the property owner, the City may be required to pay the property owner's attorneys' fees.

SUMMARY STATEMENT: This new procedure has been largely copied from chapter 7.80 RCW, and the District Court should be very familiar with it. The current procedure for Zoning and Subdivision Code Enforcement would be changed in the following ways as a result of the adoption of the attached ordinance:

1. It is clear that it applies to violations of the Critical Areas Ordinance, Title 14;
2. Once the code enforcement officer issues a Notice of Civil Infraction, it is filed with the District Court. The violator has 15 days to respond by either paying the fine (if the violation has been corrected); requesting a hearing to contest the Notice; or requesting a hearing to explain mitigating circumstances. If the violator does not respond, the violator may be charged with a misdemeanor and be punished by a fine or imprisonment in jail or both.
3. The City may refuse to issue any permits or approvals on the same property until the violation has been corrected. There is a procedure for restoration orders which applies for critical areas and/or other environmental violations.
4. If a hearing is requested to contest the civil infraction, the court determines whether the infraction has been committed and may impose a $250 fine (previous procedure was $500 per day, per violation). The court may modify the penalty and allow a person who cannot pay the fine to perform community restitution. There is a limited ability to appeal the decision to superior court (previous procedure had no limit on the ability to appeal).
5. If a hearing is requested in order to explain mitigating circumstances is limited in the evidence that can be presented and no appeal is allowed. Again, the court may modify the penalty.
6. If a person fails to respond to the Notice of Civil Infraction, fails to pay the penalty, or fails to perform the community restitution, may be found in contempt of court and guilty of a misdemeanor and subject to criminal penalties.

7. Attorneys' fees may be awarded by the court to either party – meaning, if the court finds that the City did not meet its burden to prove that the violation occurred, the court could require the City to pay the prevailing party's attorneys' fees.
8. We need to keep records on the Notice of Infraction issued under chapter 7.80 RCW. The procedure appears to be set up for a "ticket" system, such as for parking tickets. Given the fact that the City is more interested in compliance and the City may waive the penalty, not all of the procedures from chapter 7.80 RCW (keeping Notices in triplicate, auditing them monthly) are applicable and have not been added to the code.

The advantages to this new system are: (1) cost (see discussion under Fiscal Note); (2) reduction in paperwork (the court handles the paperwork after issuance of the Notice of Civil Infraction; and (3) speed (we do not need to schedule the appeal to fit into the Hearing Examiner's schedule.

We haven't used this procedure before, so if it doesn't work, we can go back to the previous way, using the Hearing Examiner appeals system.

This ordinance is not defined as a "development regulation," and therefore does not require a hearing before the Planning Commission. However, it is recommended that the City Council needs to hold a public hearing on it prior to adoption.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A

RECOMMENDED ACTION: **MOTION** to adopt Ordinance No. 19-0543, relating to Land Use, Zoning, Critical Areas and Subdivision Code Enforcement, changing the procedures for enforcement from a system allowing Hearing Examiner appeals of notices of violation/stop work/emergency orders, to a civil infraction system, which is enforced through Pierce County District Court, as allowed by Chapter 7.80 RCW, providing for issuance of Notices of Civil Infraction, allowing a violator to request a hearing to either contest the notice or to explain mitigating circumstances; establishing penalties, allowing for recovery of attorney's fees, describing the consequences for failure to respond to a notice of civil infraction, allowing the City Attorney to obtain additional relief form the Superior Court, such as injunctions and abatement, amending Sections 14.10.130, 18.85.010, 18.85.020, 18.85.040, 18.85.060, 18.85.070, 18.85.080, 18.85.085, 18.85.090, 18.85.100, 18.85.110, 18.85.120, adding new Sections 18.85.075, 18.85.076, 18.85.085, 18.85.095, 18.85.096, 18.85.104, 18.85.105 and 18.85.140 to the Edgewood Municipal Code

ALTERNATIVES TO RECOMMENDED ACTION:

1) Forward to next Regular Council Meeting for action
2) Forward to Study Session for further review

ORDINANCE NO. 19-0543

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATING TO LAND USE, ZONING, CRITICAL AREAS AND SUBDIVISION CODE ENFORCEMENT, CHANGING THE PROCEDURES FOR ENFORCEMENT FROM A SYSTEM ALLOWING HEARING EXAMINER APPEALS OF NOTICES OF VIOLATION/STOP WORK/EMERGENCY ORDERS, TO A CIVIL INFRACTION SYSTEM, WHICH IS ENFORCED THROUGH PIERCE COUNTY DISTRICT COURT, AS ALLOWED BY CHAPTER 7.80 RCW, PROVIDING FOR ISSUANCE OF NOTICES OF CIVIL INFRACTION, ALLOWING A VIOLATOR TO REQUEST A HEARING TO EITHER CONTEST THE NOTICE OR TO EXPLAIN MITIGATING CIRCUMSTANCES; ESTABLISHING PENALTIES, ALLOWING FOR RECOVERY OF ATTORNEY'S FEES, DESCRIBING THE CONSEQUENCES FOR FAILURE TO RESPOND TO A NOTICE OF CIVIL INFRACTION, ALLOWING THE CITY ATTORNEY TO OBTAIN ADDITIONAL RELIEF FROM THE SUPERIOR COURT, SUCH AS INJUNCTIONS AND ABATEMENT, AMENDING SECTIONS 18.85.010, 18.85.020, 18.85.040, 18.85.060, 18.85.070, 18.85.080, 18.85.085, 18.85.090, 18.85.100, 18.85.110, 18.85.120, ADDING NEW SECTIONS 18.85.075, 18.85.076, 18.85.085, 18.85.095, 18.85.096, 18.85.104, 18.85.105 AND 18.85.140 TO THE EDGEWOOD MUNICIPAL CODE, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City Council adopted chapter 18.85 of the Edgewood Municipal Code in order to enforce the City's Zoning and Subdivision Codes; and

WHEREAS, chapter 18.85 EMC allows the City to issue Notices of Violation, Stop Work Orders and Emergency Orders, which subject the violator to civil penalties, all of which may be appealed to the City Hearing Examiner; and

WHEREAS, chapter 7.80 RCW describes a procedure that can be adapted by the City for code enforcement, which allows a violator to request a hearing to the Pierce County Municipal Court to either contest whether an infraction occurred or to explain the mitigating conditions; and

WHEREAS, the procedure in chapter 7.80 RCW has a number of advantages over the Hearing Examiner appeal system (for example, it is less costly than allowing an appeal through the Hearing Examiner, who must be paid hourly); and

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

WHEREAS, this enforcement chapter is not a "development regulation" as defined in RCW 36.70A.020(7), and therefore, does not require a hearing before the City Planning Commission under EMC 18.60.080; and

WHEREAS, the City Council considered this ordinance during its study session held on March 19, 2019; and

WHEREAS, the City Council held a public hearing and adopted this ordinance during its regular City Council meeting of March 26, 2019;

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

Section 1. Adoption. Chapter 18.85 of the Edgewood Municipal Code is hereby amended to read as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

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 26TH DAY OF MARCH, 2019

_____
Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

_____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

_____

City Attorney, Carol Morris

Date of Publication: 03/28/2019
Effective Date: 04/02/2019

Chapter 18.85

ENFORCEMENT

Sections:

18.85.010 Intent.
18.85.020 Violations.
18.85.030 Responsibility to enforce.
18.85.040 Investigation and ~~notice of violation.~~ Notice of Civil Infraction.
18.85.050 Time to comply.
18.85.060 Stop work order.
18.85.070 Emergency order.
18.85.075 Prohibition on Permit Approvals.
18.85.076 Response to Notice of Civil Infraction.
18.85.080 ~~Appeals.~~ Contesting the Determination and Civil Infraction.
18.85.085 Failure to Respond.
18.85.090 ~~Appeal hearing.~~ Hearings – Rules of Procedure – Counsel.
18.85.095 Hearings – Contesting Determination that Infraction Committed – Appeal.
18.85.096 Hearings – Explanation of Mitigating Circumstances.
18.85.100 ~~Civil penalty.~~ Monetary Penalties – Restitution – Restoration Orders.
18.85.104 Order of Court – Modification of Penalty – Community Restitution.
18.85.105 Costs and Attorneys' Fees.
18.85.110 ~~Criminal penalties.~~ Failure to Respond to Notice of Civil Infraction – Failure to Satisfy Penalty.
18.85.120 Additional relief.
18.85.130 Penalties for subdivision violations.

18.85.010 Intent.

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. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of the Development Standards Code, this title 18, the Critical Areas Code, title 14, and the Subdivision Code, EMC Title 16. 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.

18.85.020 Violations.

A. It is a violation of the Development Standards Code, this title 18, the Critical Areas Code, title 14, and the Subdivision Code, EMC Title 16, for any person to initiate, maintain or cause to be initiated or maintained the use of any structure, land or property within the city, without first obtaining the permits or authorizations required for the use by the aforementioned codes.

B. It is a violation of the Development Standards Code, this title 18, the Critical Areas Code, title 14, and the Subdivision Code, EMC Title 16, for any person to use, construct, locate, demolish or cause to be used, constructed, located, or demolished any structure, land or property within the

city, in any manner that is not permitted by the terms of any permit or authorization issued pursuant to the aforementioned titles; provided, that the terms or conditions are explicitly stated on the permit or the approved plans.

C. In addition to the above, it is a violation of EMC Title 16, Title 14 and this title 18 to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with the aforementioned titles; and

2. To misrepresent any material fact in any application, plans or other information submitted to obtain any building or construction authorization.

18.85.030 Responsibility to enforce.

A. The community development director shall have the responsibility to enforce this chapter. The director may call upon the police, fire, building, public works or other appropriate city departments to assist in enforcement. As used in this chapter, "community development director" or "director" shall also mean his or her duly authorized representative.

B. Upon presentation of proper credentials, the director 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.

18.85.040 Investigation and notice of violation.

A. Investigation. The director is authorized to investigate any structure or use which he/she reasonably believes does not comply with the standards and requirements of the Development Standards Code, this title 18, the Critical Areas Code, Title 14, or the Subdivision Code, EMC Title 16. As used in this Chapter, "enforcement officer" means a person authorized to enforce the provisions of this Chapter, and shall include, but not be limited to, the director.[1]

B. Notice of Civil Infraction.[2] ~~Notice of Violation~~. If, after investigation, the director determines that the standards or requirements of the Development Standards Code, this Title 18, the Critical Areas Code, Title 14, and the Subdivision Code, EMC Title 16, or the provisions of this chapter have been violated, the director may serve a notice of civil infraction ~~violation~~ upon the owner, tenant or other person responsible for the condition. The notice of civil infraction ~~violation~~ shall contain the following information:

1. The name and address of the person to whom it is directed;

2. The location and specific description of the violation;

3. A statement that the notice (or order, in the case of a stop work or emergency order) is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;

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[1] RCW 7.80.040.

[2] RCW 7.80.070.

4. A statement that the notice (or order, in the case of a stop work or emergency order) represents a determination that a civil infraction has been committed by the person named in the notice and that the determination is final unless contested as provided in this chapter; ~~The notice of violation may include or reference a stop work order or emergency order requiring that the violation immediately cease, or that the potential violation be avoided;~~

5. The notice of civil infraction ~~violation~~ may include or reference a stop work or emergency order requiring that the person cease all work on the premises until correction and/or remediation of the violation as specified in the order;

6. A specific identification of each standard, code provision or requirement violated;

7. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including, but not limited to, replacement, repair, supplementation, revegetation or restoration;

8. A reasonable time for compliance;

9. A statement that a civil infraction is a noncriminal offense for which imprisonment may not be imposed as a sanction, together with a statement of the monetary penalty established for a civil infraction in Section 18.85.100; ~~A statement that the violation may result in the imposition of penalties, and, if the violation is not already subject to criminal prosecution, that any subsequent violations may result in criminal prosecution as provided in EMC 18.85.110 (or EMC 18.85.130 for subdivision violations);~~

10. A statement of the options provided in this Chapter for responding to the Notice of Civil Infraction and the procedures necessary to exercise those options; ~~A statement that failure to comply with the notice of violation may result in further enforcement actions, including issuance of additional notices of violation, civil fines and criminal penalties; and~~

11. A statement that the alleged violator must respond to the Notice of Civil Infraction as provided in this Chapter within fifteen (15) days; ~~A statement that the notice of violation represents a determination that a violation has been committed by the person named in the notice of violation, and that the determination shall be final unless appealed as provided in EMC 18.85.080, and that the appeal must be timely filed under the procedures set forth in EMC 18.85.080(E) (within 15 calendar days of service of the notice of violation).~~

12. A statement that failure to respond to the Notice of Civil Infraction or failure to appear at a hearing requested for the purpose of contesting the determination or for the purpose of explaining any mitigating circumstances will result in a default judgment against the person in the amount of the penalty and that this failure may be referred to the city attorney/prosecuting attorney for criminal prosecution for failure to respond or appear;

13. A statement that failure to respond to a Notice of Civil Infraction or to appear at a requested hearing is a misdemeanor and may be punished by a fine or imprisonment in jail as provided in EMC Section 18.85.110(A); and

14. A statement that at any hearing to contest the determination, the City has the burden of proving, by a preponderance of the evidence, that the civil infraction was committed and that

the person may subpoena witnesses, including the enforcement officer who issued the Notice of Civil Infraction.

C. Each Day a Separate Violation. Each day a person or entity fails to comply with the code provision cited in the Notice of Civil Infraction ~~violation~~ may be considered a separate violation. ~~for which a separate citation may be issued.~~

D. Service and Filing. The civil infraction proceeding is initiated by the issuance, service and filing of a Notice of Civil Infraction.[3]

1. The Notice of Civil Infraction ~~violation~~ shall be served on the owner, tenant or other person responsible for the condition in the manner set forth in RCW 4.28.080 for service of a summons. ~~, or personally, as set forth in RCW 4.28.080(15).~~ In lieu of service under RCW 4.28.080(16 ~~5~~), where the person cannot with reasonable diligence be served as described, the notice of violation may be served as provided in RCW 4.28.080(17 ~~6~~). Otherwise, service shall be as provided by court rule or the Civil Rules for Courts of Limited Jurisdiction 4 (CRLJ 4).

2. A Notice of Civil Infraction may be issued by an enforcement officer when the civil infraction occurs in the officer's presence. A court may issue a Notice of Civil Infraction if an enforcement officer files with the court a written statement that the civil infraction was committed in the officer's presence or that the officer has reasonable cause to believe that a civil infraction was committed.

3. A Notice of Civil Infraction shall be filed with the Pierce County District Court within forty-eight (48) hours of issuance, excluding Saturdays, Sundays and holidays. A Notice of Infraction not filed within the time limits prescribed in this Section may be dismissed with prejudice.

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

F. Other Actions May Be Taken. Nothing in this chapter shall be deemed to limit or preclude any action or proceeding pursuant to EMC 18.85.060 (Stop work order), 18.85.070 (Emergency order), 18.85.100 (Civil Infraction penalty), 18.85.110 (Criminal penalties), 18.85.120 (Additional relief), or 18.85.130 (Penalties for subdivision violations).

G. Additional Notice to Others. The director may mail or cause to be delivered to all residential and/or nonresidential rental units in the structure, or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.

H. Recording. A notice of civil infraction may be recorded upon issuance with the Pierce County auditor against the subject property. If a notice of civil infraction is recorded against the property, the City shall record a Certificate of Compliance against the subject property if:

1. The civil infraction proceeding has been dismissed or decided in favor of the person to whom the notice was issued; or

[3] RCW 7.80.050.

2. Any monetary penalty assessed for the infraction has been paid and the violation has been remedied to the satisfaction of the City.

~~H. Recording. A copy of the notice of violation may be filed with the county auditor when the responsible party fails to correct the violation and no appeal is filed, or the director requests that the city attorney take appropriate enforcement action. The director may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.~~

~~I. 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.~~

18.85.050 Time to comply.
When calculating a reasonable time for compliance in the notice of violation, the director 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, construction requirements and the legal prerogatives of landlords and tenants; and

E. Any other circumstances beyond the control of the responsible party.

18.85.060 Stop work order.
A. Whenever a continuing violation of EMC Title 16, Title 14 or this title 18 will materially impair the director's ability to secure compliance, or when the continuing violation threatens the health or safety of the public, the director has the authority to issue a stop work order prohibiting any work or other activity at the site. The stop work order shall be in writing and served upon persons engaged in doing such work or causing such work to be done. The stop work order shall be immediately posted on the property. Failure to comply with a stop work order shall constitute a violation of this chapter.

B. The stop work order shall include the information in EMC 18.85.040(B)(1) through (8). ~~In addition, the stop work order shall include a statement that the person to whom the stop work order is directed or the property owner may file an appeal and request an expedited hearing with the hearing examiner within seven calendar days after service of the stop work order.~~ If ~~no appeal is filed and~~ compliance with the stop work order is not achieved within the compliance date, the director ~~may ask the city attorney to seek additional relief under EMC 18.85.120 and/or the director~~ may file a notice of ~~violation~~ Civil Infraction for the violation pursuant to EMC 18.85.040. ~~, seeking compliance and describing penalties.~~

~~C. Expedited Appeal. The hearing examiner shall hold the expedited appeal hearing on a stop work order according to the applicable procedures in EMC 18.85.090. If the hearing examiner~~

~~finds that a violation has occurred which has not been corrected by the deadline established for compliance, the director may ask the city attorney to seek additional relief under EMC 18.85.120 and/or the director may issue a notice of violation for the violation pursuant to EMC 18.85.040, describing penalties.~~

18.85.070 Emergency order.

A. Whenever any use or activity in violation of EMC Title 16, Title 14 or this title 18 threatens the health and safety of the occupants of the premises or any member of the public, the director has the authority to issue an emergency order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected. The emergency order shall be immediately posted on the property and served on the person(s) responsible. Failure to comply with an emergency order shall constitute a violation of this chapter.

B. The emergency order shall include all of the information in EMC 18.85.040(B)(1) through (8). ~~In addition, the emergency order shall include a statement that the person to whom the emergency order is directed may file an appeal and request an expedited hearing with the hearing examiner within seven calendar days after service or posting of the emergency order.~~ If ~~no appeal is filed and~~ compliance is not achieved, the director ~~may ask the city attorney to seek additional relief under EMC 18.85.120 and/or the director~~ may issue a notice of Civil Infraction ~~violation~~ pursuant to EMC 18.85.040, seeking compliance and penalties.

~~C. Expedited Appeal. The hearing examiner shall hold the expedited appeal hearing on an emergency order according to the applicable procedures in EMC 18.85.090. If the hearing examiner finds that the violation described in the emergency order occurred or exists, any condition described in the emergency order which is not corrected within the time specified is hereby declared to be a public nuisance and the director may ask that the city attorney take action to obtain a warrant of abatement for the property in superior court. The owner or person responsible (or both) shall be responsible for the costs associated with the abatement, in the manner provided by law.~~

18.85.075 Prohibition on Permit Approvals.

A. No permit or approval shall be granted pursuant to Title 18, Title 14 or Title 16 if the director has knowledge of any violation on the subject property, unless such activity is authorized under this chapter (*i.e.,* a permit may be granted to remedy a violation).

B. A permit may be granted if conditioned on remediation of the violation within a reasonable time as calculated by the Director. If a permit or approval is conditioned on remedial action, a bond, cash set-aside or other, similar instrument may be required to ensure compliance.

C. Adherence to the requirements of Title 18, Title 14 or Title 16, and to any permit conditions or orders issued pursuant to such titles is required throughout the construction period and thereafter. No use or activity subject to Title 18, Title 14 or Title 16 may be carried out within a critical area, buffer or management zone where a violation occurred, until the City determines that all violations in the affected critical area, buffer or management zone have been fully remedied.

D. *Restoration Orders.*

1. If warranted due to the scale of the damage or the sensitivity of the affected critical area, associated buffer or dependent fish and wildlife, the City may require submission of a restoration plan and implementation schedule prior to initiation of the restoration activity. If so, any development activity on the site where the violation occurred shall cease until the City approves the restoration plan and schedule. The plan shall be prepared by a qualified profession as determined by the Director, and shall describe how the proposed actions meet the requirements of the applicable code provisions. Restoration activities shall be reviewed by the Director under the requirements for a Critical Areas Permit (as required by Title 14 EMC). Inadequate plans as determined by the Director shall be returned to the violator/property owner for revision and resubmittal.

2. Restoration plans shall comply with the following requirements unless the property owner/violator demonstrates that equal or greater critical area and buffer functions can otherwise be obtained.

a. The pre-violation structure, condition, and functions of the critical area, associated buffer and sensitive area zone, as applicable, shall be restored including, but not limited to, topography; soil types; vegetation types, sizes and densities (not including noxious weeds and invasive plants); water quality; hydrologic functions; habitat functions and other relevant conditions;

b. If information is not available regarding pre-violation conditions at the violation site, the Director shall determine the restoration goals based on similar sites.

3. The property owner/violator shall submit a surety acceptable to the City and with the requirements of Title 14 EMC, to ensure that restoration is successful.

4. The property owner/violator shall be responsible for all costs associated with the restoration plan, including the costs associated with the City's review of the plan.

18.85.076 Response to Notice.[4]

A. Any person who receives a Notice of Civil Infraction shall respond to such Notice as provided in this Section, within fifteen days of the date of the Notice.

B. If the person determined to have committed the civil infraction does not contest the determination, the person shall respond by completing the appropriate Notice of Civil Infraction and submitting it, either by mail or in person, to the court specified on the Notice. A check or money order in the amount of the penalty prescribed for the civil infraction must be submitted with the response. The clerk of the District Court may accept cash in payment for an infraction. When a response which does not contest the determination is received, an appropriate order will be entered in the court's records.

[4] RCW 7.80.080.

18.85.080 ~~Appeals.~~ Contesting the Determination and Civil Infraction.[5]

~~A. No Appeal of a Notice of Violation Citing Criminal Penalties. There is no administrative appeal of a notice of violation issued pursuant to EMC 18.85.040 for violations which would subject the violator to criminal prosecution and/or the imposition of criminal penalties. A notice of violation or citation for a violation that subjects the violator to criminal penalties is enforced in municipal court.~~

~~B. Expedited Appeal Hearings on Stop Work and Emergency Orders. An expedited public hearing shall be held by the hearing examiner, according to the procedures in this section, on an appeal of a stop work or emergency order, regardless of whether the violations described in the stop work order or emergency order would eventually subject the violator to civil or criminal prosecution and/or the imposition of civil or criminal penalties. The expedited appeal hearing shall be for the sole purpose of determining whether the stop work or emergency order was correctly issued and/or whether a violation occurred. If a violation occurred, the director may issue a notice of violation.~~

~~C. Appeal Hearings on Notices of Violations Citing Civil Penalties. Unless an appeal of a notice of violation is filed with the director in accordance with this section, or an appeal involving an expedited hearing is filed, the notice of violation shall become the final order of the director. The final order, including the collection of penalties, may be enforced by the city attorney in superior court.~~

A. If the person determined to have committed the civil infraction wishes to contest the determination, the person shall respond by completing the portion of the Notice of Civil Infraction requesting a hearing and submitting it, either by mail or in person, to the court specified in the Notice. The court shall notify the person in writing of the time, place and date of the hearing, and that date shall not be earlier than seven days nor more than ninety days from the date of the notice of hearing, except by agreement.

B. If the person determined to have committed the civil infraction does not contest the determination but wishes to explain mitigating circumstances surrounding the infraction, the person shall respond by completing the portion of the Notice of Civil Infraction requesting a hearing for that purpose and submitting it, either by mail or in person, to the court specified in the Notice. The court shall notify the person in writing of the time, place and date of the hearing, and that date shall not be earlier than seven days nor more than ninety days from the date of the notice of hearing, except by agreement.

~~D. Standing to File Appeal.~~

~~1. Notice of Violation. Only parties of record have standing to file an appeal of a notice of violation. "Parties of record" are defined to mean:~~

~~a. The property owner or the person responsible for the condition of the property;~~

~~b. Any person who can demonstrate that he/she is aggrieved by the decision; and~~

[5] RCW 7.80.080.

~~c. The city council.~~

~~2. Stop Work Order and Emergency Order. Only the property owner or the person responsible for the condition of the property may request an expedited appeal hearing for a stop work order or emergency order.~~

~~E. Time to File Appeal.~~

~~1. Notice of Violation under EMC 18.85.040. The party of record must file an appeal with the director within 15 calendar days of service of the notice of violation.~~

~~2. Stop Work or Emergency Orders under EMC 18.85.060 or 18.85.070. The property owner or the person responsible for the condition of the property may request an expedited appeal hearing within seven calendar days after service of the stop work or emergency order.~~

~~3. Computing Deadline for Filing Appeal. For purposes of computing the time for filing an appeal, the day the decision issued shall not be counted. If the last day of the deadline for filing the appeal is a Saturday, Sunday or holiday designated by RCW 1.16.050 or city ordinance, then the appeal must be filed on the next business day. Appeals shall be delivered to the director by mail, email, by personal delivery or by fax before 5:00 p.m. on the last business day of the appeal period. Appeals received by mail after 5:00 p.m. on the last day of the appeal period will not be accepted, no matter when such appeals were mailed or postmarked.~~

~~F. Content of Appeal. Appeals shall be in writing, be accompanied by the required appeal fee, and contain the following information:~~

~~1. Appellant's name, address and phone number;~~

~~2. A statement describing appellant's standing to appeal;~~

~~3. Appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to the facts in the record;~~

~~4. The specific relief sought;~~

~~5. A statement that the appellant has read the appeal and believe the contents to be true, followed by the appellant's signature.~~

~~G. Effect. The timely filing of an appeal shall stay any enforcement action based on a stop work order, emergency order or notice of violation until the hearing examiner's decision issues unless the director finds that the violation causes an immediate threat to public health or safety. (Ord. 17-495 § 4).~~

18.85.085 Failure to Respond.[6] The court shall enter a default judgment assessing the monetary penalty prescribed for the civil infraction and may notify the city attorney or prosecuting attorney if a person issued a Notice of Civil Infraction:

[6] RCW 7.80.080(5).

A. Fails to respond to the Notice of Civil Infraction as provided in Subsection 18.85.076(B); or

B. Fails to appear at a hearing requested by the violator in order to contest the determination of an infraction or a hearing requested in order to explain mitigating circumstances (Subsection 18.85.110(A)).

18.85.090 ~~Appeal hearing.~~ Hearings – Rules of Procedure – Counsel.[7]

A. Procedures for the conduct of all hearings provided in this chapter (which is based on chapter 7.80 RCW) may be established by rule of the supreme court.

B. Any person subject to proceedings under this Chapter may be represented by counsel.

C. The attorney representing the City authorized to issue civil infractions may appear in any proceedings under this Chapter, but need not appear, notwithstanding any statute or court rule to the contrary.

~~A. The public hearing on an appeal shall include the following elements and be conducted as follows:~~

~~1. The hearing examiner shall set the time and place of the hearing, and arrange for notice of the public hearing to be provided, except in cases involving an expedited hearing. For expedited hearings, notice of the hearing shall be provided to the appellant and every reasonable effort shall be made to schedule the hearing within one week after receipt of the appeal.~~

~~2. A party to the hearing may participate personally or by an attorney.~~

~~3. The hearing examiner shall, at the appropriate stage in the proceeding, give all parties full opportunity to submit and respond to motions and file briefs and objections.~~

~~4. If the person requesting the hearing fails to attend or participate in the hearing (other than filing the timely request for an appeal hearing as provided in this chapter), the hearing examiner may issue a default order of dismissal.~~

~~5. To the extent necessary for full disclosure of all relevant facts and issues, the hearing examiner shall afford to all parties the opportunity to respond, present evidence and argument, conduct cross-examination and submit rebuttal evidence.~~

~~6. The hearing examiner shall cause the hearing to be recorded by a method chosen by the city, which shall allow preparation of a verbatim transcript.~~

~~7. The hearing shall be open to public observation.~~

~~8. All testimony of parties and witnesses shall be made under oath or affirmation.~~

[7] RCW 7.80.090.

~~9. Ex parte communications shall be addressed as set forth in Chapter 42.36 RCW.~~

~~10. The scope and standard of review shall be de novo. The city shall have the initial burden of proof in cases involving notices of violation, stop work orders, emergency orders or penalties, to demonstrate by a preponderance of the evidence the existence of a violation or that the legal standard for imposing the penalty has been met. The examiner shall grant substantial weight or otherwise accord deference whenever directed by ordinance or statute.~~

~~11. After the conclusion of the public hearing, the hearing examiner may allow the parties a designated time for the submission of memos, briefs or proposed findings, as long as the hearing examiner can still issue his/her final decision according to any applicable deadline established by this chapter.~~

~~12. At or after the appeal hearing on a notice of violation, the hearing examiner may:~~

~~a. Sustain the notice of violation;~~

~~b. Withdraw the notice of violation;~~

~~c. Continue the review to a date certain for receipt of additional information;~~

~~d. Modify the notice of violation, which may include an extension of the compliance date.~~

~~B. Except with regard to expedited hearings, the hearing examiner shall issue written findings of fact and conclusions of law within 10 calendar days of the date of the completion of the hearing and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible. A copy of the final decision may be recorded against the property in the county auditor's office. The decision on expedited hearings shall issue within five business days after the completion of the hearing.~~

~~C. The decision of the hearing examiner on appeal shall be final, and no further administrative appeal may be filed. In order to appeal the decision of the hearing examiner, a person with standing must file an appeal of the decision to superior court as provided under Chapter 36.70C RCW within the deadline set forth in RCW 36.70C.040. (Ord. 17-495 § 4).~~

18.85.095 Hearings – Contesting Determination that Infraction Committed – Appeal.[8]

A. A hearing held for the purpose of contesting the determination that a civil infraction has been committed shall be without a jury and shall be recorded in the manner provided for in courts of limited jurisdiction.

B. The court may consider the notice of civil infraction and any other written report made under oath submitted by the enforcement officer who issued the notice or whose written statement was the basis for the issuance of the Notice in lieu of the officer's personal appearance at the hearing. The person named in the notice may request that the court issue subpoenas for witnesses, including the enforcement officer who issued the Notice, and has the right to present evidence and examine witnesses present in court

C. The burden of proof is upon the City to establish the commission of the civil infraction by a preponderance of the evidence.

D. After consideration of the evidence and argument, the court shall determine whether the civil infraction was committed. Where it has not been established that the civil infraction was committed, an order dismissing the notice shall be entered in the court's records. Where it has been established that the civil infraction was committed, an appropriate order shall be entered in the court's records.

E. An appeal from the court's determination or order shall be to the superior court in the manner provided by the Rules for Appeal of Decisions of Courts of Limited Jurisdiction. The decision of the superior court is subject only to discretionary review pursuant to the Rules of Appellate Procedure.

18.85.096 Hearings – Explanation of Mitigating Circumstances.[9]

A. A hearing held for the purpose of allowing a person to explain mitigating circumstances surrounding the commission of a civil infraction shall be an informal proceeding. The person may not subpoena witnesses. The determination that a civil infraction has been committed may not be contested at a hearing held for the purpose of explaining mitigating circumstances.

B. After the court has heard the explanation of the circumstances surrounding the commission of the civil infraction, an appropriate order shall be entered in the court's records.

C. There is no appeal from the court's determination or order.

18.85.100 ~~Civil penalty.~~ Monetary penalties – Restitution – Restoration Orders.[10]

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8 RCW 7.80.100.

9 RCW 7.80.110.

10 RCW 7.80.120.

A. A person found to have committed a civil infraction shall be assessed a monetary penalty in the amount of Two Hundred and Fifty Dollars ($250.00), as provided in EMC 1.10.010(B), not including statutory assessments. PROVIDED: that the penalties for certain subdivision violations shall be as set forth in EMC Section 18.85.130.

B. Whenever a monetary penalty is imposed by the court under this Chapter, it is immediately payable. If the person is unable to pay at that time, the court may grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court may proceed to collect the penalty in the same manner as other civil judgments and may notify the city attorney of the failure to pay.

C. The court may also order a person found to have committed a civil infraction to make restitution.

D. Where there are critical area or other sensitive area violations, the court may issue a restoration order, as described in EMC Section 18.85.075(D). The restoration order may include complete or partial restoration, rehabilitation or replacement of the critical area by the property owner.

~~A. In addition to any other sanction or remedial procedure which may be available, any person violating or failing to comply with any of the provisions of this chapter relating to the Development Standards Code (this title) shall be subject to a cumulative penalty in the amount of $500.00 per day for each violation from the date set for compliance until compliance is achieved. Each day of noncompliance shall constitute a separate offense.~~

~~B. The penalty imposed by this section shall be collected by civil action brought in the name of the city. The director shall notify the city attorney in writing of the name of any person subject to the penalty, and the city attorney shall, with the assistance of the director, take appropriate action to collect the penalty.~~

~~C. The violator may show as full or partial mitigation of liability:~~

~~1. That the violation giving rise to the action was caused by the willful act, or neglect, or abuse of another; or~~

~~2. That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by inability to obtain necessary materials or labor, inability to gain access to the subject structure, or other condition or circumstance beyond the control of the defendant. (Ord. 17-495 § 4).~~

18.85.104 Order of Court – Modification of Penalty – Community Restitution.[11]

[11] RCW 7.80.130.

A. An order entered after the receipt of a response which does not contest the determination, or after it has been established at a hearing that the civil infraction was committed, or after a hearing for the purpose of explaining mitigating circumstances, is civil in nature.

B. The court may waive, reduce or suspend the monetary penalty prescribed for a civil infraction. If the court determines that a person has insufficient funds to pay the monetary penalty, the court may order performance of a number of hours of community restitution in lieu of a monetary penalty, at the rate of the then state minimum wage per hour.

18.85.105 Costs and Attorneys' Fees.[12] Each party to a civil infraction case is responsible for the costs incurred by that party, but the court may assess witness fees against a nonprevailing respondent. Attorney fees may be awarded to either party in a civil infraction case.

18.85.110 Criminal penalties. Failure to Respond to Notice of Infraction – Failure to Satisfy Penalty.[13]

A. Any person who, after receiving a statement of the options provided for in this Chapter for responding to the notice of civil infraction and the procedures necessary to exercise those options, fails to respond to the Notice (as provided in EMC Section 18.85.076), or pay the civil penalty in a timely manner is guilty of a misdemeanor and shall be subject to the penalties in EMC Section 1.10.010(A), regardless of the disposition of the notice of civil infraction. As provided in EMC Section 1.10.010(A), any person convicted of a misdemeanor under this Chapter shall be punished by a fine not to exceed Five Thousand Dollars ($5,000.00) or by imprisonment not to exceed one year, or by both such fine and imprisonment. A notice of civil infraction may be complied with by an appearance of counsel.

B. A person who willfully fails to pay a monetary penalty or to perform community restitution as required by a court under this chapter may be found in contempt of court as provided in chapter 7.21 RCW.

~~A. Any person violating or failing to comply with any of the provisions of this chapter or the Development Standards Code (this title) who has had a judgment entered against him or her pursuant to EMC 18.85.100 or subsection (B) of this section for the same violation within the past five years shall be subject to criminal prosecution and upon conviction of a subsequent violation shall be fined in a sum not exceeding $5,000 or be imprisoned for a term not exceeding one year or be both fined and imprisoned. Each day of noncompliance shall constitute a separate offense.~~

~~B. The above criminal penalty may also be imposed:~~

~~1. For any other violation of this chapter or the Development Standards Code, this title, for which corrective action is not possible; and~~

[12] RCW 7.80.140.

[13] RCW 7.80.160.

~~2. For any willful, intentional, or bad faith failure or refusal to comply with the standards or requirements of this chapter or the Development Standards Code, this title. (Ord. 17-495 § 4).~~

18.85.120 Additional relief.

The director may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the Development Standards Code, Title 18, Title 14, this chapter ~~title,~~ or EMC Title 16, the Subdivision Code, when civil or criminal penalties are inadequate to effect compliance. ~~(Ord. 17-495 § 4)~~.

18.85.130 Penalties for subdivision violations.

A. Any person, firm, corporation or association or any agency or any person, firm, corporation or association who violates any provision of Subdivisions, EMC Title 16, relating to the sale, offer for sale, lease or transfer of any lot, tract, or parcel of land, shall be guilty of a gross misdemeanor and each sale, offer for sale, lease or transfer of each separate lot, tract or parcel of land in violation of any provision of Subdivisions, EMC Title 16, shall be deemed a separate and distinct offense and subject to a separate citation.

B. Whenever land within a subdivision granted final approval is used in a manner or for a purpose which violates any provision of Subdivisions, EMC Title 16, or any condition of plat approval prescribed for the plat by the city, the city attorney may commence an action to restrain and enjoin such use and compel compliance with the provisions of Subdivisions, EMC Title 16, or with such terms and conditions. The costs of such action shall be taxed against the violator. ~~(Ord. 17-495 § 4).~~

18.85.140 Record of Notices to be Kept – Audit.[14]

A. The Director shall be responsible for the preparation and issuance of form notices of civil infractions which shall meet the requirements of this Section.

B. Upon issuance of a notice of civil infraction to an alleged perpetrator of a civil infraction, every enforcement officer shall file the original or a printed or electronic copy of such notice of civil infraction with a court having competent jurisdiction over the civil infraction, as provided in EMC 18.85.040(D)(3). Upon the filing of the original or a printed or electronic copy of such notice of civil infraction with the District Court, the original or copy may only be disposed of as provided in this Chapter.

C. The Director shall require the return to him/her of a copy of every notice of civil infraction issued by an enforcement officer to an alleged perpetrator of a civil infraction under this Chapter.

D. The Director shall also maintain or cause to be maintained in connection with every notice of civil infraction, a record of the disposition of the charge by the court in which the original or copy of the notice was filed.

[14] RCW 7.80.150

City Of Edgewood
Council Agenda Summary Sheet

SUBJECT: Panzano + Partners discussion		**Agenda Item #:**	**AB19-010**
		For Agenda of:	**March 26, 2019**
		Prepared by:	**Dave Gray**

ATTACHMENTS (list): ☒ N/A

Approval of Materials:			
Mayor, Daryl Eidinger	☒	**Expenditure Required:**	$50,000.00
Asst. City Administrator, Dave Gray	☒	**Amount Budgeted:**	$50,000.00
City Attorney, Carol Morris	☒	**Appropriation Required:**	$0
City Clerk, Rachel Pitzel	☒	**Timeline:**	
Community Development Director, Darren Groth	☒	~~Council Study Session 3/19/2019~~	
Public Works, Jeremy Metzler	☒	Council RCM 3/25/2019 – Discussion Only	
Police Chief, Micah Lundborg	☒	Council Study Session 4/02/2019	

Fiscal Note/Consideration:
The 2019 Budget included a line item of $50,000.00 for building a Branding Message & Initial Marketing Plan. This was estimated to be a onetime expenditure. Any future expenditures for this activity would be as a result of an identified need from the Economic Development Advisory Board and City Staff.

SUMMARY STATEMENT:
Staff will present an update at the regular council meeting.
The City of Edgewood Council and Administration have labored over the past two years to ignite Business Development in concert with overall Community Development that will bring the City a rooftop mix of Commercial, Retail and Residential balance to provide sustained financial support, maintaining various levels of services. After hiring a data analytic company (Buxton) to produce metrics illuminating what business may be interested in locating in the City, the City is in need of building a Branding Message and Marketing Plan to attract those identified.

RECOMMENDED ACTION:
After discussion in the March 19th Study Session, and ongoing discussion with Panzano Partners about a potential study session appearance on April 2nd, staff recommends no action on this item at the March 26th Regular Council Meeting.

ALTERNATIVES TO RECOMMENDED ACTION:
1) Forward to next Regular Council Meeting for action
2) Forward to Study Session for further review