



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tues., March 12, 2019 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance, Roll Call, Additions/Deletions

2. AUDIENCE COMMENT

3. MAYOR'S REPORT

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

The following items are presented for Council approval:

- A.** Regular City Council Meeting Minutes of 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.

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
- 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

6. COUNCIL COMMENTS

7. ADJOURN



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING SUMMARY**

February 26, 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 and 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 Roseanne Tomy, Councilmember Nate Lowry. **Excused:** Councilmember Stephanie Hunter.

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

Mayor Eidinger pulled Item E from the agenda.

City Attorney Morris explained the modification to Item F removing the fee for exotic animals in the Resolution.

2. AUDIENCE COMMENT

Jim Gillespie – Detailed the March of Diapers Annual Diaper Drive.

Jason Ramirez – Discussed conversations and concerns he’s had with his neighbors about the proposed park at 36th and Meridian.

3. MAYOR’S REPORT

Mayor Eidinger spoke about the following:

- Snow has been the big issue the past couple weeks and we had great feedback from the citizens about our response. Special thanks to the Public Works department for their efforts to keep everything under control and their commitment to get the job done. In addition, we added a new structure to our Public Works parking lot to keep the snowplow covered to keep moisture out of the sand that we use on the roadways.
- Coffee with a Cop, and Connect over Coffee with the Council, continues at Starbuck’s with a very high level of interaction with the people we meet. This move appears to put people more at ease with the surrounding to discuss issues that they find important.
- The City completed the RFQ selection process and has met with the Berger Group regarding the 36th and Meridian Park. Thanks to all the participants in the process as we move forward to see completion. A special thanks to PRAB chair, Brian Levenhagen, for all his work to secure the grants.
- Attended two Mayor’s only events; the first meeting, we met with the Commanding General of JBLM to talk about how to interface with military personnel who live in our communities and how we can better serve each other, and the second meeting was a roundtable discussion

regarding affordable housing, which is where the handout I gave you last week came from. I was impressed that the presentation focused on this being a “middle class” problem, and how to keep our residents working closer to home. We have some big issues regionally to tackle, and most of that begins by interacting with surrounding cities.

- Mayors Kim Roscoe of Fife, and Shanna Styron-Sherrell of Milton, and I met to see what steps we could take in the immediate future to further build toward inter local agreements between our cities. After our tri-city meeting last year, we have moved to combine representation at our annual events, and Fife has made a vehicle available for our cities to use for pop up events.
- We have reached a settlement with the company that was doing our tenant improvements downstairs. The job is not to the standard or with the timing that we had expected and so we will be completing the work later. We are finishing a few things that the East Pierce Fire and Rescue (EPFR) has requested and will deal with the rest later.

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 12, 2019,
- B. Study Session Meeting Minutes of February 19, 2019.
- C. **AB19-006**, a motion approving February 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 \$83,190.42; and Vendor Check Numbers 23701 through 23713 with EFT and Direct Pay Payments in the amount of \$65,438.69. Total distributions submitted for review & authorization in the amount of \$148,629.11.
- D. **AB19-0448**, a motion to adopt Resolution No. 19-0448, relating to the proposed 36th and Meridian Park, authorizing the Mayor to execute a Grant Agreement from the Washington State Recreation and Conservation Office (RCO) in the amount of \$1,000,000 for Phase I Development of the proposed park.
- E. ~~**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 I with Berger Partnership.~~
- F. **AB19-0450**, a motion to adopt Resolution No. 19-0450, relating to Animal Control, establishing the 2019 Fees for Animal Licensing, Commercial Animal Businesses and related fees imposed by the Animal Control Authority for licensing and other fees relating to Animal Control.

Motion: Amend 35th to 36th Park and on item F the modification of deleting exotic animals. **Action:** Approve Consent Agenda with the noted modifications, **Moved by** Councilmember Nate Lowry, **Seconded by** Deputy Mayor Tyron Christopherson.
Motion passed unanimously (6-0).

5. COUNCIL BUSINESS

There was no regular council business conducted.

6. COUNCIL COMMENTS

7. EXECUTIVE SESSION

There was no executive session.

8.ADJOURN

Mayor Eidinger adjourned the meeting at 7:18pm.

Jill Schwerzler-Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION SUMMARY**

Tues., March 5, 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, Councilmember Ryan Day, Deputy Mayor Tyron Christopherson, Councilmember Stephanie Hunter, Councilmember Nate Lowry. **Excused:** Councilmember Roseanne Tomin.

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 – Ordinance – Latecomer Agreements

City Attorney Carol Morris and Public Works Director Jeremy Metzler briefed council on this item. Discussion ensued between council and staff.

B. Review / Discussion – Ordinance – Zoning, Critical Areas and Subdivision Code Enforcement

City Attorney Carol Morris discussed this topic and answered council questions.

3. OTHER COUNCIL ISSUES

Mayor Eidinger discussed the resolution of the problematic house on 24th street by Northwood Elementary. Reminded everyone of the AWC Conference June 25-28 in Spokane. Movie Night Friday March 8 is Coco. Connect over Coffee March 16 at Starbucks.

Councilmember Creley brought up the possibility of reducing the speed limit on 24th to 25mph.

4. ADJOURN

Mayor Eidinger adjourned the meeting at 7:28pm.

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



**CITY OF EDGEWOOD
EDAB MEETING MINUTES**

Monday, January 7, 2019, 5:30 p.m. • Edgewood City Hall: 2224 104th Ave. East

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1. **CALL TO ORDER:** Staff Liaison Groth called the meeting to order at 5:30 p.m.
 - A. **Members Present:** Wiesenfeld; Butterfield; Southard; and Neil
 - B. **Commissioners Absent:** Larson and Wise
 - C. **Staff Member(s) Present:** Darren Groth, Community Development Director
2. **OLD BUSINESS:**
 - A. **Selection of Chair and Vice-Chair**
 - i. Wiesenfeld moved to table until after the joint meeting, Neil seconded.
 - ii. Board voted 4-0 to place item on table.
3. **CONSENT AGENDA:**
 - A. **Agenda Approval or Modifications**
 - B. **Approval of Meeting Minutes for December 17, 2018**
 - i. Wiesenfeld asked to table until 6 p.m., discussion ensued.
 - ii. Southard moved to table until 6 p.m., Neil seconded.
 - iii. Board voted 4-0 to place item on table.
 - iv. At 6 p.m., Butterfield moved to approve, Southard seconded, and the board voted 4-0 to approve.
4. **NEW BUSINESS**
 - A. **Action Item(s)**
 - i. None
 - B. **Discussion Item(s)**
 - i. Economic Assessment Reports
 - a. Groth opened the discussion and introduced this item shortly before 6 p.m. After a brief discussion, Groth returned to the Consent Agenda to seek a final resolution on that item.
 - b. Upon returning to this agenda item after approving the Consent Agenda, Butterfield asked for clarification of Exhibit 6.
 - c. Wiesenfeld asked if each City has a Chamber of Commerce.
 - d. Southard sought more information on the history of the City's Town Center.
 - e. Wiesenfeld discussed the overlap of the EDAB with other boards and commissions.
 - ii. 2019 Work Plan Ideas
 - a. Groth opened the discussion and asked the board members for work plan ideas that align with EMC Chapter 2.32.
 - b. Discussion ensued.
5. **STAFF COMMENTS**
 - A. Groth updated the Board regarding City staffing and the joint meeting with City Council on January 29, 2019.
6. **BOARD MEMBER UPDATES**
 - A. Members asked for development updates at the next meeting.
7. **ADJOURN:** Groth adjourned the meeting at 6:40 p.m.



CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES

Monday, January 14, 2019 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

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1. **CALL TO ORDER:** Vice-Chair Overfield called meeting to order at 6:03 p.m.
 - A. **Commissioners Present:** Overfield; Brudevold; Pincas; Morrison
 - B. **Commissioners Absent:** Guillory; Lowry; Streepy
 - C. **Staff Member(s) Present:** Darren Groth, Community Development Director
Kristin Moerler, Senior Planner
 - D. **Others Present:** Mayor Eidinger
Council Member Tomin
2. **CONSENT AGENDA:** Pincas moved to APPROVE with a correction of the December 17, 2018 meeting minutes to correct the spelling on Item 5.B.i.e [“tot eh” changed to “to the”]; Brudevold Seconded as amended Commission voted 4-0 to approve the amended Consent Agenda
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:** None
5. **NEW BUSINESS**
 - A. **Action Items:**
 - i. None
 - B. **Discussion Item(s)**
 - i. Confirm Meeting Schedule
 - a. Groth presented the specific dates based on the motion to meet on the second Monday of each month and sought confirmation of the calendar.
 - b. All Commissioners confirmed.
 - ii. Forthcoming Sign Code and Subdivision Code Amendments
 - a. Groth briefed on the need to update both sections of the Edgewood Municipal Code.
 - b. Discussion ensued.
 - iii. Use Charts
 - a. Groth opened the discussion and summarized the prior meetings.
 - b. Overfield discussed if home occupation uses should be included.
 - c. Pincas led a discussion on manufacturing uses.
 - d. Brudevold spoke about AirBNB and similar uses.
 - e. Moerler briefed the Commission on religious facilities and associated uses.
 - f. Morrison sought clarification regarding wedding venues as similar uses.
 - iv. 2019 Work Plan and Joint Meeting with City Council
 - a. Groth spoke about the annual joint meeting with City Council on January 29.
 - b. Discussion ensued regarding the items that should be added to the 2019 work plan.

6. **STAFF COMMENTS**

- A. Groth briefed the commission on staffing updates, economic development efforts of the City and EDAB, and mentioned the ability to review development statistics the Community Development Department presents to City Council during their second Study Session each month.

7. **COMMISSIONER UPDATES**

- A. Brudevold expressed thanks and congratulated the Public Works Department for the great efforts during the recent storm.

8. **ADJOURN:** Vice-Chair Overfield adjourned the meeting at 7:12 p.m.

DRAFT



CITY OF EDGEWOOD

PARKS AND RECREATION ADVISORY BOARD MINUTES

Thursday, January 3, 2019 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Chair Levenhagen called the meeting to order at 6:00pm

2. ROLL CALL

Present: Brian Levenhagen, Diane Kerlin, Bill Hilton, Jeff Southard, Linda Howard, Anne Percival (Late)

Absent: Caitlyn Remington (Excused)

City Staff: Public Works Director (PWD) Jeremy Metzler

3. PUBLIC COMMENT – None

4. STAFF UPDATES

PWD Metzler briefed on the following:

- Mandatory Open Public Meetings Act Training – Council Study Session, January 29, 2019 @ 7p

5. APPROVAL OF MEETING MINUTES

L. Howard **MOVED**, seconded by J. Southard to approve the December 6, 2018 Minutes, noting one revision: “2018 Work Program” should be updated to “2019”.

APPROVED unanimously.

6. OLD BUSINESS

- **36th & Meridian Update:**

PWD Metzler discussed issuance of Addendum for the park design Request for Qualifications, timeline pushed back two weeks, selection and interviews scheduled for week of January 21, 2019. Also briefed on updated RCO Grant Agreement, revised to delete windmill and power generation discussion. Further discussion regarding eventual windmill relocation, reservation of space for windmill placement during future phase of work, and anticipated schedule.

- **Parks Municipal Code:**

PWD Metzler shared draft code with City Attorney, several comments to resolve, and need to review with Police Chief before returning to PRAB for consideration. Suggestion made by City Attorney to look at City of Seattle’s code for reference, PRAB members suggested other local jurisdictions: Federal Way, Milton, Fife, Lakewood.

- **2019 Work Plan and Schedule:**

Reviewed the updated document, no further comments on content. Further discussion regarding history preservation, particularly related to the Nelson properties, with interest in integrating something into the farmhouse restoration / upgrade. Suggestion made to include the work plan as a recurring agenda item, at least quarterly.

7. NEW BUSINESS

- **Parks Inventory:**

Reviewed draft list presented by PWD Metzler, went into more detailed discussion regarding

Pinedale Pond property and the Conservation Futures Grant Program. Discussed inclusion of private facilities on the parks inventory, Chair Levenhagen not in favor and is not familiar with other park plans including private facilities. Also discussed moving the Nelson Farm Park from the Active list to Passive, acquisition needs and potential locations.

8. BOARD MEMBER COMMENTS

- **A. Percival** – Nelson Nature Park status update, trails closed following wind storm damage, trees and limbs since removed and trails now re-opened.
- **L. Howard** – Baseball registration time is approaching.

9. ADJOURN – 7:00pm

City of Edgewood 2019

March 12th 2019 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10607 Last Number Issued Previous Authorization			
<u>AWC EFT 2/28/19</u>	AWC Employee Benefit Trust	2/28/2019	\$34,793.57
<u>DCP EFT 2/28/19</u>	Deferred Compensation Program	2/28/2019	\$9,135.69
<u>Direct Deposit Run -</u>	Payroll Vendor	2/28/2019	\$53,452.76
<u>DRS EFT 2/28/19</u>	Dept of Retirement Systems	2/28/2019	\$13,114.41
<u>IRS 941 EFT 2/28/19</u>	IRS 941	2/28/2019	\$8,157.92
Total			\$118,654.35

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
23713 Last Number Issued Previous Authorization			
<u>23714</u>	A & R Services dba Angela Rojo	3/12/2019	\$835.00
<u>23715</u>	Alarmguard Security Systems	3/12/2019	\$740.13
<u>23716</u>	Century Link	3/12/2019	\$244.36
<u>23717</u>	Cintas Corporation	3/12/2019	\$495.66
<u>23718</u>	City of Sumner	3/12/2019	\$3,068.04
<u>23719</u>	Dave Gray	3/12/2019	\$405.58
<u>23720</u>	Department of Ecology	3/12/2019	\$4,088.79
<u>23721</u>	Department of Licensing	3/12/2019	\$116.00
<u>23722</u>	Drain-Pro	3/12/2019	\$389.50
<u>23723</u>	Hickman Homes LLC	3/12/2019	\$500.00
<u>23724</u>	Les Schwab Tire Center	3/12/2019	\$454.77
<u>23725</u>	Morgan Sound Inc.	3/12/2019	\$3,573.95
<u>23726</u>	Office Depot	3/12/2019	\$639.21
<u>23727</u>	Pierce County Budget & Finance Sheriff	3/12/2019	\$459,327.25
<u>23728</u>	Washington Electric LLC	3/12/2019	\$110.00
<u>23729</u>	Sterling Automotive Service	3/12/2019	\$2,498.03
<u>23730</u>	TCMS Corp.	3/12/2019	\$5,453.24
<u>23731</u>	Utilities Underground Location Center	3/12/2019	\$109.65
<u>Direct Pay Payment</u>	Monarch Landscape Holdings	3/12/2019	\$826.75
<u>EFT Payment 3/7/2019</u>	Comcast	3/12/2019	\$101.33
<u>EFT Payment 3/7/2019</u>	Comcast Business	3/12/2019	\$1,048.52
<u>EFT Payment 3/7/2019</u>	McLendon Hardware-Blue Tarp Credit Services	3/12/2019	\$81.98
<u>EFT Payment 3/7/2019</u>	Smarsh, Inc.	3/12/2019	\$372.30
<u>EFT Payment 3/7/2019</u>	Thyssenkrupp Elevator Corp.	3/12/2019	\$1,032.41
<u>EFT Payment 3/7/2019</u>	Verizon Wireless	3/12/2019	\$754.10
<u>EFT Payment 3/7/2019</u>	Wells Fargo Vendor Fin Serv	3/12/2019	\$368.17

Total Claims Voucher Distribution	\$487,634.72
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Total Distribution Submitted for Review & Authorization	\$606,289.07
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Authorization Adjustments:	\$ -
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Total Distribution Net of Prior Authorized Adjustments	\$606,289.07
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Claims Voucher Approval : I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

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Fiscal: : 2019 - March

Council Date: : 2019 - March - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	23714			2019 - March - 1st Council Meeting	
		468			
			March Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for March	
		Total 468			\$835.00
	Total 23714				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
Alarmguard Security Systems					
	23715			2019 - March - 1st Council Meeting	
		1162017			
			Monitoring Fees 3/1/19-2/29/20		
			001-018-000-518-30-46-01	Alarm Monitoring	\$360.00
				3/1/19-2/29/20 Monitoring Fees	
		Total 1162017			\$360.00
		1162727			
			January Service Ticket 488975		
			001-018-000-518-30-46-01	Alarm Monitoring	\$380.13
		Total 1162727			\$380.13
	Total 23715				\$740.13
Total Alarmguard Security Systems					\$740.13
Century Link					
	23716			2019 - March - 1st Council Meeting	
		253-927-2018 680B 2/25-3/25/19			
			2/25-3/25/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$125.15
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680B 2/25-3/25/19			\$125.15
		253-952-3537 889B 2/22-3/22/19			
			2/22-3/22-19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$119.21

Vendor	Number	Reference	Account Number	Description	Amount
				Fax Line	
			Total 253-952-3537 889B 2/22-3/22/19		\$119.21
	Total 23716				\$244.36
Total Century Link					\$244.36
Cintas Corporation	23717			2019 - March - 1st Council Meeting	
		4016058226			
			2/4/19 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	\$138.19
				Uniforms	
		Total 4016058226			\$138.19
		4016402361			
			2/11/19 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	\$110.00
				Uniforms	
		Total 4016402361			\$110.00
		4016827032			
			2/18/19 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	\$137.47
				Uniforms	
		Total 4016827032			\$137.47
		4017193819			
			2/25/19 Weekly Service		
			001-018-000-518-30-41-01	Professional Services	\$110.00
				Uniforms	
		Total 4017193819			\$110.00
	Total 23717				\$495.66
Total Cintas Corporation					\$495.66
City of Sumner	23718			2019 - March - 1st Council Meeting	
		25-COS			
			February Services		
			001-018-000-554-30-41-01	Animal Control Services	\$3,068.04
				Animal Control Svs. for February	
		Total 25-COS			\$3,068.04
	Total 23718				\$3,068.04
Total City of Sumner					\$3,068.04

Vendor	Number	Reference	Account Number	Description	Amount
Comcast					
		EFT Payment 3/7/2019 12:47:20 PM - 1	2019 - March - 1st Council Meeting		
		8498 35 021 0458551 2/25-3/24/19			
		2/25-3/24/19 Services			
		001-018-000-518-30-42-01	Telecommunications Charges		\$101.33
			City Hall Internet		
		Total 8498 35 021 0458551 2/25-3/24/19			\$101.33
		Total EFT Payment 3/7/2019 12:47:20 PM - 1			\$101.33
Total Comcast					\$101.33
Comcast Business					
		EFT Payment 3/7/2019 12:47:20 PM - 2	2019 - March - 1st Council Meeting		
		77015619			
		2/15-3/14/19 Services			
		001-018-000-518-30-42-01	Telecommunications Charges		\$1,048.52
			City Hall Phones		
		Total 77015619			\$1,048.52
		Total EFT Payment 3/7/2019 12:47:20 PM - 2			\$1,048.52
Total Comcast Business					\$1,048.52
Dave Gray					
	23719		2019 - March - 1st Council Meeting		
		022819-DG			
		Jan & Feb Reimbursements			
		001-013-000-513-10-43-01	Travel/Training Costs		\$353.59
			Airfare-Las Vegas-RECon Conference		
		001-013-000-513-10-43-04	Meals Expense		\$20.43
			Fife ILA Meeting Refreshments		
		001-013-000-513-10-43-04	Meals Expense		\$31.56
			Pierce County Appointed Officials Meeting-1/24 & 2/28		
		Total 022819-DG			\$405.58
	Total 23719				\$405.58
Total Dave Gray					\$405.58
Department of Ecology					
	23720		2019 - March - 1st Council Meeting		
		2019-WAR045006 2nd Half			
		FY19 2nd Half Fee Invoice			
		410-000-000-531-38-41-20	Storm Drainage-NPDES Permit Fees-Intergov		\$4,088.79
			FY19 2nd Half		
		Total 2019-WAR045006 2nd Half			\$4,088.79
	Total 23720				\$4,088.79
Total Department of Ecology					\$4,088.79

Vendor	Number	Reference	Account Number	Description	Amount
Department of Licensing					
	23721			2019 - March - 1st Council Meeting	
		030519-DOL			
			License #0042782 Renewal		
			410-000-000-531-38-43-02	Professional Licenses & Certification	\$116.00
				Professional Engineer-License Renewal-Chuck Hendricksen	
		Total 030519-DOL			\$116.00
	Total 23721				\$116.00
Total Department of Licensing					\$116.00
Drain-Pro					
	23722			2019 - March - 1st Council Meeting	
		53022			
			2/24-3/23/19 Rental-Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$145.00
				Edgemont Park	
		Total 53022			\$145.00
		53023			
			2/24-3/23/19 Rental-Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$145.00
				Nelson Nature Park	
		Total 53023			\$145.00
		53024			
			2/24-3/23/19 Rental-Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$99.50
		Total 53024			\$99.50
	Total 23722				\$389.50
Total Drain-Pro					\$389.50
Hickman Homes LLC					
	23723			2019 - March - 1st Council Meeting	
		133			
			Cabinet Removal & Reinstallation		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$500.00
				Kitchenette Cabinet Removal/Reinstallation	
		Total 133			\$500.00
	Total 23723				\$500.00
Total Hickman Homes LLC					\$500.00
Les Schwab Tire Center					
	23724			2019 - March - 1st Council Meeting	
		42700201975			
			February Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$454.77

Vendor	Number	Reference	Account Number	Description	Amount
			2000 Silverado-2 Tires		
		Total 42700201975			\$454.77
	Total 23724				\$454.77
Total Les Schwab Tire Center					\$454.77
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 3/7/2019 12:47:20 PM - 3		2019 - March - 1st Council Meeting		
	E06481/3				
		January Purchases			
		001-076-000-576-80-31-01	Operational Supplies		\$81.98
			Tie Downs		
	Total E06481/3				\$81.98
	Total EFT Payment 3/7/2019 12:47:20 PM - 3				\$81.98
Total McLendon Hardware-Blue Tarp Credit Services					\$81.98
Monarch Landscape Holdings					
	Direct Pay Payment 3/7/2019 12:46:37 PM - 1		2019 - March - 1st Council Meeting		
	CD50005200				
		March Services			
		101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor		\$826.75
	Total CD50005200				\$826.75
	Total Direct Pay Payment 3/7/2019 12:46:37 PM - 1				\$826.75
Total Monarch Landscape Holdings					\$826.75
Morgan Sound Inc.					
23725			2019 - March - 1st Council Meeting		
	MSI098931				
		February Services			
		501-000-000-591-59-75-02	Security, Communication Upgrades		\$3,573.95
			Wireless Podium System		
	Total MSI098931				\$3,573.95
	Total 23725				\$3,573.95
Total Morgan Sound Inc.					\$3,573.95
Office Depot					
23726			2019 - March - 1st Council Meeting		
	277111649001				
		February Purchases			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$2.74
		001-018-000-518-20-35-02	Office Furniture		\$161.54
			Chair		
	Total 277111649001				\$164.28

Vendor	Number	Reference	Account Number	Description	Amount
		277658606001			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$37.34
			Wireless Mouse		
			001-018-000-518-20-35-02	Office Furniture	\$161.54
			Office Chair		
		Total 277658606001			\$198.88
		278200587001			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$6.79
			Tabs		
		Total 278200587001			\$6.79
		278202155001			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$256.12
			Folders, Coat Hooks, Tabs		
		Total 278202155001			\$256.12
		278202157001			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$13.14
			Index Tabs		
		Total 278202157001			\$13.14
	Total 23726				\$639.21
Total Office Depot					\$639.21
Pierce County Budget & Finance Sheriff					
23727			2019 - March - 1st Council Meeting		
		CI-262760			
			December Jail Services		
			001-021-000-523-60-41-01	Jail Services	\$373.40
		Total CI-262760			\$373.40
		CI-263504			
			December OT Services		
			001-021-000-521-20-41-02	Police Overtime	\$4,128.69
			December 2018		
		Total CI-263504			\$4,128.69
		CI-264970			
			January Services		
			001-021-000-521-20-41-01	Police Services	\$227,412.58
			January 2019		
		Total CI-264970			\$227,412.58
		CI-264982			
			February Services		
			001-021-000-521-20-41-01	Police Services	\$227,412.58

Vendor	Number	Reference	Account Number	Description	Amount
			February 2019		
		Total CI-264982			\$227,412.58
	Total 23727				\$459,327.25
Total Pierce County Budget & Finance Sheriff					\$459,327.25
Refunds/Reimbursements Vendor					
	23728		2019 - March - 1st Council Meeting		
		022519-WE	Washington Electric LLC		
			Refund Dixon Permit 19-1008		
			001-000-000-322-10-00-02	Mechanical Permit	\$110.00
			Refund Dixon Mechanical Permit 19-1008		
		Total 022519-WE			\$110.00
	Total 23728				\$110.00
Total Refunds/Reimbursements Vendor					\$110.00
Smarsh, Inc.					
		EFT Payment 3/7/2019 12:47:20 PM - 4	2019 - March - 1st Council Meeting		
		INV00473619			
			February Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$372.30
		Total INV00473619			\$372.30
		Total EFT Payment 3/7/2019 12:47:20 PM - 4			\$372.30
Total Smarsh, Inc.					\$372.30
Sterling Automotive Service					
	23729		2019 - March - 1st Council Meeting		
		0027276			
			February Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$2,436.43
			Snow Plow-Transmission Replacement		
		Total 0027276			\$2,436.43
		0027312			
			February Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$61.60
			2004 Silverado-Oil Change		
		Total 0027312			\$61.60
	Total 23729				\$2,498.03
Total Sterling Automotive Service					\$2,498.03

Vendor	Number	Reference	Account Number	Description	Amount
TCMS Corp.					
	23730			2019 - March - 1st Council Meeting	
		3300			
				2/1/19-4/30/19 Maintenance	
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$5,453.24
				2/1-4/30/19 Maintenance	
		Total 3300			\$5,453.24
	Total 23730				\$5,453.24
Total TCMS Corp.					\$5,453.24
Thyssenkrupp Elevator Corp.					
	EFT Payment 3/7/2019 12:47:20 PM - 5			2019 - March - 1st Council Meeting	
	3004466418				
				3/1/19-5/31/19 Maintenance	
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,032.41
				Elevator Maint Contract 3/1-5/31/19	
		Total 3004466418			\$1,032.41
	Total EFT Payment 3/7/2019 12:47:20 PM - 5				\$1,032.41
Total Thyssenkrupp Elevator Corp.					\$1,032.41
Utilities Underground Location Center					
	23731			2019 - March - 1st Council Meeting	
		9020148			
				February Services	
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$109.65
				Utility Locating Svcs. forFeb 2019	
		Total 9020148			\$109.65
	Total 23731				\$109.65
Total Utilities Underground Location Center					\$109.65
Verizon Wireless					
	EFT Payment 3/7/2019 12:47:20 PM - 6			2019 - March - 1st Council Meeting	
	9824860256				
				2/24-3/23/19 Services	
			001-018-000-518-30-42-01	Telecommunications Charges	\$754.10
		Total 9824860256			\$754.10
	Total EFT Payment 3/7/2019 12:47:20 PM - 6				\$754.10
Total Verizon Wireless					\$754.10
Wells Fargo Vendor Fin Serv					
	EFT Payment 3/7/2019 12:47:20 PM - 7			2019 - March - 1st Council Meeting	
	69353246				
				4/1/19 Lease Payment	
			001-018-000-518-30-45-06	Copier Lease	\$368.17

Vendor	Number	Reference	Account Number	Description	Amount
				Kyocera Copier	
		Total 69353246			\$368.17
		Total EFT Payment 3/7/2019 12:47:20 PM - 7			\$368.17
		Total Wells Fargo Vendor Fin Serv			\$368.17
Grand Total		Vendor Count	26		\$487,634.72



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: 36 th & Meridian Park Phase One – Design and Construction Administration Services Agreement		Agenda Item #:	AB19-0449
		For Agenda of:	March 12, 2019
		Prepared by:	Jeremy Metzler
ATTACHMENTS (list): ☒ Resolution 19-0449 ☒ Professional Services Agreement			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$279,900
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$300,000 (Design/CM)
City Attorney, Carol Morris	☒	Appropriation Required:	\$279,900 (2019/20)
City Clerk, Rachel Pitzel	☒	Timeline: Council Consideration – 2/26/2019	
Community Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☒		
Chief Micah Lundborg	☒		
Fiscal Note/Consideration: Funding for this project is included in the approved 2019 – 2024 CIP and approved 2019 Budget. Park Impact Fee revenues can be applied to all costs associated with design, contract administration, and construction.			
SUMMARY STATEMENT: Constructing new active park space has been identified as a high priority in the City's adopted Comprehensive Plan and Capital Improvement Plan (CIP). The 36 th and Meridian property was acquired by the City in late 2004. An adhoc committee was formed in early 2007 and with the help of a landscape architect, a Master Plan of the 18-acre park facility was presented to the Council and citizens of Edgewood. Design work for the project began in 2015 and a 30% plan developed by the Berger Partnership as part of the submittal package for two grant applications in June of 2016. The current design includes a shelter, parking lot, play equipment and picnic facilities. The 36 th and Meridian Park Phase One project was selected by the Recreation and Conservation Office (RCO) for funding under both submitted applications, totaling \$1,000,000 in reimbursable funding. Before construction can begin, a final design needs to be prepared. Because this work can only be done by an architect and/or engineer, the City is required to use the procedure established in chapter 39.80 RCW. This procedure has been satisfied by advertising a Request for Qualifications (RFQ) on November 30, 2018, issuing an Addendum on December 21, 2018, evaluating and scoring the submittals received by the January 15, 2019 deadline, interviewing of the top three (3) scoring teams on January 25, 2019, and selecting the highest-scoring qualified team on January 30, 2019. The selected team is the Berger Partnership, and Staff has worked with Berger on developing the attached contract. Attached with this summary is the resolution authorizing execution of the Professional Services Agreement and Scope of Work (also attached).			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-0449, authorizing the Mayor to execute the Professional Services Agreement with The Berger Partnership.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to next Regular Council Meeting for action 2) Forward to Study Session for further review			

RESOLUTION NO. 19-0449

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON 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 (BERGER)

WHEREAS, constructing new active park space has been identified as a high priority in the City's adopted Comprehensive Plan and Capital Improvement Plan (CIP); and

WHEREAS, since its acquisition in late 2004, there have been multiple efforts to develop construction plans for a new active park space at 36th and Meridian; and

WHEREAS, two grant applications were submitted to the Washington State Recreation and Conservation Office (RCO) in 2016, and both were selected in 2018 for reimbursable funding; and

WHEREAS, the City advertised for qualified consultants to aide City Staff in this task and an initial screening panel, including members of the Parks and Recreation Advisory Board, City Council, a Edgewood citizen at-large, and the Public Works Director reviewed and scored the proposals; and

WHEREAS, the three most-qualified respondents were interviewed by a panel, including members of the Parks and Recreation Advisory Board, a Edgewood citizen at-large, and the Public Works Director; and

WHEREAS, the interview panel scored and recommended the Berger Partnership (Berger) as the firm most qualified and willing to provide the necessary services; and

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

Section 1. The Mayor is hereby authorized to execute an agreement for the 36th and Meridian Park Phase One Design and Construction Administration Services, substantially in the form attached hereto as Exhibit A, for a contract amount not to exceed \$279,900.

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

ADOPTED THIS 12TH DAY OF MARCH, 2019

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Professional Services Agreement

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 13th day of March, 2019, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “**CITY**”)

2224 - 104th Avenue E.

Edgewood, Washington 98372

Contact: Mayor Daryl Eidinger

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

and The Berger Partnership, P.S., a corporation, organized under the laws of the State of Washington, doing business at:

THE BERGER PARTNERSHIP, P.S. (hereinafter the “**CONSULTANT**”)

1927 Post Alley, Suite 2

Seattle, WA 98101-1025

Contact: Greg Brower Phone: 206-325-6877 E-mail: gregb@bergerpartnership.com

for professional services in connection with the following Project:

36th and Meridian Phase One – Design and Construction Administration

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

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

3. Terms. This Agreement shall commence on March 13, 2019, (“Commencement Date”) and shall terminate on December 31, 2020 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$ _____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$284,200, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "B."
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."
- ☐ OTHER. _____

5. Payment.

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

6. Discrimination and Compliance with Laws

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

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

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

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

7. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. **Suspension and Termination of Agreement**

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

B. Termination with cause. The Agreement may be terminated by the City upon the default of the Consultant. Upon 30 days' notice and reasonable cause, as determined by the sole discretion of the City, the Agreement may be terminated by the Consultant.

C. Rights Upon Termination.

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

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

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

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

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

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

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

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

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

THE BERGER PARTNERSHIP, P.S.
Attn: Greg Brower
1927 Post Alley, Suite 2
Seattle, WA 98101-1025

Phone: 206-325-6877
Fax: 206-323-6867

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

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

17. General Provisions.

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

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

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the

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

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

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____
Daryl Eidinger
Mayor

Date: _____

Attest:

By: _____
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

By: _____
Name: GREG BROWER
Title: PRINCIPAL
Date: 3.9.19

Exhibit "A"



3.01.19

Mayor Daryl Eiding
Mr. Jeremy Metzler, Public Works Director
City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372

Scope of Work for Landscape Architectural Services – 36th and Meridian Park, 60% Design through Construction

Dear Mayor Eiding and Mr. Metzler:

This proposal is for continued work on the 36th and Meridian Park planning and development. The scope of work includes development of the project documents, 60%, 90%, and 100% complete, permitting, bid administration and construction administration. This proposal outlines the design team, scope of work, services, deliverables, and estimated fees.

Design Team

We have assembled a team of very qualified professionals to assist with the preparation of drawings, specifications, and estimates of probable construction costs. Design team members include:

KPFF – Civil Engineer
AESI – Geotechnical Engineer
SSF - Structural Engineer
Mazzetti – Electrical Engineer
Design 2426 – Irrigation Design

Park Program

The park improvements in this phase include the following:

- Loop path
- Play area
- Amphitheater
- Restroom (2 stalls on city sewer)
- Shelter
- Parking (60 stalls)
- Stormwater conveyance and treatment
- Lighting – parking lot and safety



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Scope of Work for Landscape Architectural Services – 36th and Meridian Park

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- Secondary paths
- Landscape plantings

Project Budget

The total project budget is \$3,160,000. This includes design, permitting, construction, sales tax, and contingency. The budget for this scope of work is presented under the Fees section, below.

Project Dates

Estimated dates and duration of project tasks are provided. The dates and durations for tasks and deliverables included herein are initial estimates, subject to confirmation of a formal project schedule (Task 1).

TASK 1 - 60% Design

We will establish the character for the park, determine the materials, and establish layout and location of all park features. Our work will begin with reconciling the master plan with the budget. Once the features from the master plan to be implemented are determined, we will proceed with the preparation of plans and draft specifications.

Regulatory Code and Permit Review

- Review applicable code sections and determine the effects to the project.
- Review possible permit needs and duration of permit approval process.

Schedule

- Confirm a project schedule including dates for document review, permit submittal, DD phase, CD phase, bidding and construction.

General

- Reconcile Master Plan with a cost estimate prepared by our office.
- Update wetland buffer per current regulations.
- Prepare a drawing set that locates and describes the improvements. Drawing set to include:



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Scope of Work for Landscape Architectural Services – 36th and Meridian Park

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Survey

Site Preparation Plan

Layout Plans

Restroom Plans and Elevations

Picnic Shelter Plans and Elevations

Grading and Drainage Plan

Utility – Water Supply and Sanitary Sewer

Lighting and Electrical Plan

Irrigation Plan

Planting Plan

Details in sketch and image format

- Prepare water quality calculations and determine stormwater treatment/detention needs.
- Prepare a stormwater report.
- Review existing geotechnical information and provide recommendation for infiltration and pavement sections.
- Prepare general conditions in WSDOT format
- Prepare outline specifications in CSI format.
- Submit plans and written materials for review.
- Respond to review comments, revise plans, specifications and cost estimates as required.
- Prepare one 60% Design cost estimate that includes phasing.
- Develop content and conduct (1) public meeting.
- Attend three meetings with the city and design team.
- Provide project administration.

Deliverables – Due by 8/31/2019

- 60% Design documents
- Outline specifications
- 60% Design cost estimate
- Stormwater Report



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Scope of Work for Landscape Architectural Services – 36th and Meridian Park

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TASK 2 - Permitting/Approvals

We will provide the services necessary for obtaining approvals for construction. Permits may include clearing and grading, building, and environmental.

- Building Permits – Restroom, Shelter
- Site Development
- SEPA Checklist
- Demolition
- Driveway Access
- Utility Permits – Water, Sanitary Sewer
- Electrical (through state L&I)

Specific services include:

- Schedule and attend a pre-application meeting (during 60% Design).
- Prepare documents for submittal review and approval including notes and calculations.
- Prepare necessary forms and paperwork for permit submittal.
- Arrange and attend intake meeting with the City of Edgewood permit center.
- Submit plans to the City of Edgewood.
- Review comments and provide written responses and plan revisions. Response and revision time for permitting is limited to 12 hours. Additional time will be billed on an hourly basis.

Deliverables – Due by 10/31/2019

- Permit documents

TASK 3 - 90% and 100% Design

Upon approval from Parks, Construction Documents will be prepared. Specific services include the following:

- Respond to comments on the 60% Design documents.
- Prepare a drawing set that locates and describes the improvements. Drawing set to include:
 - Survey
 - Site Preparation Plan
 - Temporary Erosion Control Plan
 - Layout Plans



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City of Edgewood

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Site Details

Grading and Drainage Plans

Drainage Details and Calculations

Utility Plan – Water Supply and Sanitary Sewer

Electrical and Lighting Plans, and details

Irrigation Plan

Irrigation details and Schedules

Planting Plan

Planting Details and Schedules

- Prepare Construction Specifications in CSI format with general conditions in WSDOT format. CSI documents will be a special provision to the WSDOT standard.
- Submit draft Construction Documents and meet with Park Board and Public Works to review plans and specifications.
- Respond to review comments, revise plans, specifications, and cost estimates as required.
- Prepare an update of the cost estimate.
- Attend three meetings with Park Board, Public Works, and the design team.
- Provide project administration.

Deliverables

- 90% Documents due by 9/30/2019
 - 90% Design - Construction Documents
 - Specifications
 - 90% Design - Construction cost estimate
- 100% Documents due by 10/31/2019
 - 100% Design Construction Documents and estimate

TASK 4 - Bid Administration

We will provide the following support services during the bidding and negotiation of the site work.

- Prepare bid packages using format provided by the City. Including a detailed baseline project schedule.
- Submit bid packages to Parks and Public Works for review. Due by 11/30/2019.
- Prepare documents for bid and provide digital documents for posting.
- Advertise for bid. Due by 12/31/2019.



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Scope of Work for Landscape Architectural Services – 36th and Meridian Park

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- Conduct a pre-bid meeting during period of 1/13 to 1/17/2020.
- Review and respond to bidder questions with input from the owner.
- Prepare bid addenda, if required.
- Attend the bid opening and tabulate the bids. Due by 1/31/2020.
- Identify lowest responsible bidder and assist City with qualifying low bidder. Early February 2020.

TASK 5 - Construction Administration

We will make visits to the project site to observe construction of the elements in our scope of work as follows:

- Attend preconstruction meeting and prepare meeting notes. Set for late March 2020.
- Attend weekly construction meetings for a total of (30) meetings, prepare meeting notes, and track issues.
- Review submittals and shop drawings.
- Review, coordinate, and monitor contractor schedule.
- Review and verify contractor pay application.
- Prepare modification proposals and change orders for approval by the city.
- Conduct walk-through, prepare punchlist, and confirm substantial completion.
- Conduct back check of punchlist and confirm physical completion.
- Review contractor as-builts.
- Obtain maintenance manuals, operating manuals, equipment brochures, and material brochures from contractor.

Deliverables

- Construction meeting notes within 2 days of meeting
- Obtain three copies of maintenance manuals from the contractor and provide within two weeks of final acceptance. Tentatively around late summer to early winter 2020.
- Contractor as-builts

Assumptions

- Drawings will be provided on our title block with signature block as required by the City of Edgewood.



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Mayor Daryl Eidinger

City of Edgewood

Scope of Work for Landscape Architectural Services – 36th and Meridian Park

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- Specifications will be prepared in CSI format and included with WSDOT standard as a special provision.
- The bid process will follow protocols established by the city utilizing established forms and standards.
- Meetings and site visits in addition to those indicated will be billed on an hourly basis.
- The site is not connected to utilities. Sanitary sewer will be extended to the site by the city. Water and electricity are available in the right of way adjacent to the site and will be available to the project. Storm sewer is not available and storm water will be treated on site prior to release.
- Fees for permits and bid announcements will be paid by the City of Edgewood and are not included.
- The City will prepare and negotiate contracts with the successful lowest responsible bidder.
- Construction testing services will be provided by the City of Edgewood.
- Construction duration is assumed to be (7) months (30 weeks). Fees for services beyond this duration will be provided on an hourly basis or by approved scope and fee.
- Project management responsibilities and services to be performed under tasks 4 and 5 are detailed further under Exhibit A-1 of the Professional Services Agreement.

Fees

Based on the scope of services identified at this time, we have established a fee for landscape architectural services as follows:

60% Design	\$46,000.00
Permitting	\$12,000.00
90% and 100% Design	\$55,000.00
Bid Administration	\$14,000.00
Construction Administration	\$64,800.00
<u>Sub consultants (includes 10% mark-up)</u>	
Civil Engineer	\$52,300.00
Geotechnical Engineer	\$3,500.00
Structural Engineer	\$5,000.00



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Scope of Work for Landscape Architectural Services – 36th and Meridian Park

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Electrical Engineer	\$15,400.00
Irrigation Design	\$13,200.00
Total	\$284,200.00
Reimbursable Expenses	\$3,000.00

Optional Services

Optional services include are provided for consideration. These may be added at the discretion of the City.

Road Extension Through Park (\$6,300.00)

The City will propose alignment for the parallel road. We will study the alignment through the park and the adjustments to park features.

Additional Weekly Site Visits (\$12,500.00)

We will provide (1) weekly site visit in addition to the weekly contractor meeting during the 30 weeks of construction for a total of (30) site visits.

Right of Way Improvements for 36th Street E. and Meridian Avenue E. (TBD)

If improvements adjacent to or within the right of way are required we will prepare scope and fee for necessary services.

Electrical Service for Security (\$3,500.00)

Provide design for extending electrical service for security purposes. Security cameras, mounting device, and controls provided by others.

Revisions & Additions to Proposal

Once the 60% Design plan is approved, any substantive revision to the drawings resulting from owner/client directed changes (including program changes, scope of work changes, modifications to existing documents, construction and/or site and conditions change and adjustments to time frames) will be billed as an extra service. Billing will be hourly, unless a guaranteed maximum fee is requested for the revision. Written confirmation of the change/revision will be sent as an amendment to this contract. Revision work started at the direction of the owner/client, then subsequently terminated, will be billed as extra services through date of stop-work notification.



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Mayor Daryl Eiding

City of Edgewood

Scope of Work for Landscape Architectural Services – 36th and Meridian Park

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If you have questions, would like more information, or wish to make any modifications, please do not hesitate to contact us. We look forward to working with you on the development of 36th and Meridian Park.

Sincerely,

Berger Partnership PS

A handwritten signature in black ink, appearing to read "Greg Brower", with a stylized flourish at the end.

Greg Brower, PLA
Principal

EXHIBIT A-1 PROJECT MANAGEMENT RESPONSIBILITIES AND SERVICES

1. Definitions.

- a. **“Contractor”** means the person or firm with whom the Owner will contract with in order to construct the Project.
- b. **“Designer”** refers to The Berger Partnership (Berger), performing Tasks 1 through 5 as described in the Scope of Work attached to this Agreement as Exhibit A.
- c. **“Owner”** means the City of Edgewood, as the owner of the property that is the site of the Project and is responsible for administering this Agreement.
- d. **“Project”** means all work that pertains to the study, planning, design, construction, and installation as defined in the Scope of Work, attached as Exhibit A.
- e. **“Project Director”** means the City of Edgewood Public Works Director, or other City employee who has been designated in writing by the Owner as the Owner’s authorized representative, and shall be the person who shall be responsible for administering this Agreement.
- f. **“Project Manager”** means the Designer’s designee assigned to perform the professional Project Management Services described in Tasks 4 and 5 of the Scope of Work attached to this Agreement as Exhibit A.
- g. **“Project Schedule”** means a complete list of all activities, time and sequence required to complete the Project, as identified in the Scope of Work, attached as Exhibit A.
- h. **“Task”** means a distinct portion of the work of this Agreement and its associated duration, as identified in the Scope of Work attached as Exhibit A.

2. Responsibilities of the Parties.

a. Berger, acting as a Project Manager (during Tasks 4 and 5 as described in Exhibit A, attached hereto and incorporated herein by this reference), shall act as an independent contractor of the City (the Owner) in providing the services required hereunder.

b. Berger, as the Project Manager, shall provide project management services to monitor procurement procedures, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and to monitor the quality of services and workmanship, and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. The Project Manager shall report to the Project Director and Owner any action or inaction in connection with the Project which the Project Manager believes creates a substantial health or safety risk, but the Project Manager shall not assume responsibility for safety precautions in connection with the Project, which shall remain the sole responsibility of the Contractor.

c. The Contractor (who will be hired to construct the Project) shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor’s schedules and for safety precautions and programs in connection with the Project and for performing in accordance with the contract between the Contractor and the City (as the Owner). The Project Manager, shall be responsible for the Project Manager’s acts and omissions but shall not have control over or charge over acts and omissions of the Contractor, Subcontractors or the agents or employees of the Contractor and Subcontractors or the City (Owner) or the City’s employees/agents.

d. The Owner and the Project Director shall be responsible to oversee and monitor the performance of the Project Manager to ensure that it performs its obligations in a satisfactory manner. The Owner shall provide the necessary general direction and broad management coordination necessary to execute the Project.

3. Services to be performed by Project Manager.

A. Project Management.

1. The Project Manager shall prepare a communication and document control procedure for the duration of the Project, which shall detail the responsibilities and lines of communication among all Project Participants (Owner, Project Director, Project Manager and Contractor). This shall include the procedure for correspondence, submittal logs, change order reporting and other tracking logs.

2. The Project Manager shall assist the Owner with preparation of all information or documentation that may be required for requests for reimbursement and auditor materials. The Project Manager shall assist the Owner in the preparation of all materials and documents, such as bid solicitations, and construction contracts, necessary for the Owner to comply with applicable law.

3. The Project Manager shall attend meetings with the Owner and other representatives of the Owner.

4. The Project Manager shall review all of the Contractor's applications for payment and invoices relating to the Project and make recommendations to the Owner relative to the amounts due.

B. Project Control. During the Construction Document/Bidding Phase, the Project Manager shall monitor and report to the Owner any changes to the Project Budget and Schedule established in the Agreement (Exhibit A.)

C. Bid Administration. Please see Task 4 – Bid Administration as described under the Scope of Work attached to this Agreement as Exhibit A.

D. Project Schedule. Prior to advertising the Project to bid, the Project Manager shall prepare a detailed baseline Project Schedule which will serve as the Project control against which all Project progress will be measured. The Project Manager shall maintain and update the Project Schedule throughout the term of this Agreement, and report any variances from the baseline Project Schedule to the Owner.

E. Progress Reporting. Under Task 5, the Project Manager shall submit written Construction Meeting Minutes to the Owner no later than the two (2) business days following each weekly construction meeting, to include a summary of the activity during the preceding week.

F. Change Order and Claims Administration. The Owner shall address any disputes or claims with the Contractor as detailed in the Construction Contract, independent of the Project Manager. The Project Manager shall administer all change order requests following the current edition of the Washington State Department of Transportation (WSDOT) / American Public Works Association

(APWA) Standard Specifications for Road, Bridge, and Municipal Construction, as referenced and/or supplemented by the approved Contract Documents. In addition, the Project Manager shall:

1. review all Contractor proposals for change orders and supporting schedules for time extension requests,
2. initiate, conduct, and document negotiations with the Contractor,
3. make recommendations to the Owner for their acceptance or rejection,
4. prepare and finalize any documentation required for processing change orders, including any documentation to support or reject the change,
5. maintain a system for logging and tracking change orders, and
6. include the current status of any change orders in the weekly construction meeting minutes.

G. Project Records and Reports. The Project Manager shall maintain a complete Project file which includes but is not limited to, all contract documents, correspondence, change orders/amendments, and weekly construction meeting minutes.

H. The Project Manager shall prepare the Construction Documents, considering any concerns of the Owner relative to access, usable area, parking, utilities, anticipated construction noise sources, facilities, supplies and equipment.

I. Bidding. The Project Manager shall administer all the bidding procedures detailed in Sections 1-02 and 1-03 of the current edition of the Washington State Department of Transportation (WSDOT) / American Public Works Association (APWA) Standard Specifications for Road, Bridge, and Municipal Construction, as referenced and/or supplemented by the approved Contract Documents.

J. Construction Administration. Please see Task 5 – Construction Administration as described under the Scope of Work attached to this Agreement as Exhibit A. The Project Manager shall be responsible for:

1. performing site inspections with each weekly construction meeting,
2. one additional site inspection every two (2) weeks during construction,
3. monitoring the Contractor's compliance with the Project Schedule,
4. identifying any potential problems during construction,
5. making recommendations regarding potential problems during construction, and
6. reporting all findings to the Project Director and Owner.

K. Completion Phase. The Project Manager shall:

1. monitor the activities of the Contractor in the close-out and commissioning of the Project, and
2. assist in securing, reviewing and recommending approval of all project completion forms and documentation necessary for full operation of the facility including, but not necessarily limited to:
 - a. Certificate of Substantial Completion,
 - b. Certificate of Final Completion,
 - c. Certificate of Occupancy,
 - d. shop drawings,
 - e. as-built drawings,
 - f. operations and maintenance manuals,
 - g. warranties and guarantees, and
 - h. any and all documentation as required by the contract documents.



EXHIBIT B

36TH and MERIDIAN PARK

City of Edgewood

2019 HOURLY RATES

The hourly rates for the people involved on our team at this time include:

Principal	\$195.00 per hour
Associate	\$155.00 per hour
Project Manager	\$125.00 per hour
Landscape Designer	\$100.00 per hour
Administrative Staff	\$80.00 per hour

REIMBURSABLE EXPENSES

Printing, reprographic expenses, CAD plots, travel costs, bid advertisements, and other reimbursable expenses will be billed in addition to the above fees at cost plus a 10% administrative mark-up.



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Latecomer Agreements		Agenda Item #:		AB19-0542
		For Agenda of:		March 12, 2019
		Prepared by:		Carol Morris Jeremy Metzler
ATTACHMENTS (list): ☒ Ordinance No. 19-0542				
Approval of Materials:				
Mayor, Daryl Eiding	☒	Expenditure Required:	\$0	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$0	
City Attorney, Carol Morris	☒	Appropriation Required:	\$0	
City Clerk, Rachel Pitzel	☒	Timeline: Adoption - March 12, 2019		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☒			
Fiscal Note/Consideration: The current code allows a property owner to apply for a latecomer agreement under state law. This ordinance establishes the necessary procedures for the City to comply with state law, but there is no change in the cost of implementation to the City.				
SUMMARY STATEMENT: State law (chapter 35.91 RCW) allows a developer/property owner to contract with a city for the partial reimbursement of the developer/property owner's cost of constructing water and sewer facilities through the execution of a latecomer agreement. The Edgewood Municipal Code referenced this state law, but didn't include a procedure which described how the law would be implemented. Recently, this state law was changed to provide more detail, but it still does not include detail on actual implementation. The attached ordinance establishes this procedure, consistent with chapter 35.91 RCW. The basic procedure is summarized below: 1. A developer/property owner asks the City to execute a Latecomer Agreement so that the developer/property owner may be partially reimbursed for the cost of constructing water and/or sewer facilities. The reimbursement will be provided by other property owners who subsequently connect to and/or use these water and/or sewer facilities in the 20 year period after the latecomer agreement is executed. 2. If the latecomer agreement application meets the requirements of EMC 11.36.030, then the developer/property owner must agree to sign the latecomer agreement that requires compliance with EMC 11.36.040. 3. The developer/property owner must then provide the City with information relating to the actual cost of the construction of the water and/or sewer facilities. In addition, the developer/property owner provides the Public Works Director with a recommendation on the latecomer fee to be paid by other property owners who subsequently use or connect to the facilities. This is determined by establishing a latecomer reimbursement area, and calculating the pro rata share. EMC 11.36.050. 4. The Public Works Director will then review the materials and make a recommendation to the Council on the latecomer reimbursement area and the pro rata share proposed by the developer/property owner.				

5. Notice of a public hearing on the latecomer agreement will be sent to the owners of property within the proposed latecomer reimbursement area, so that they can provide testimony at the public hearing.
6. The City Council holds a public hearing, considers all the recommendations and evidence and determines whether the requirements of chapter 11.36 EMC and chapter 35.91 RCW have been satisfied. If the Council decides that these requirements have been met, it will authorize the Mayor to sign the latecomer agreement and order that staff record the documents against the properties in the latecomer reimbursement area.
7. During the 20 year period after the agreement is recorded against the properties in the latecomer reimbursement area, the owners of property in that area are required to pay the latecomer fee to the City if and when they use or connect to the facilities. The City will then turn this fee over to the developer/property owner (subtracting the City's administrative costs).
8. If anyone hooks up to these facilities without paying the latecomer fee, the City can enforce EMC 11.36.110.

At Councilman Creley's request, as Edgewood does not presently own or operate any water facilities and all areas within its corporate boundary are served by other water purveyors, all mentions of "water" have been removed from the proposed ordinance.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A

RECOMMENDED ACTION: **MOTION** to adopt Ordinance No. 19-0542, relating to Latecomer Agreements, providing a new procedure to fund the construction of certain sewer facilities, and then be reimbursed by property owners who subsequently connect to or use the sewer facilities.

ALTERNATIVES TO RECOMMENDED ACTION:

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

ORDINANCE NO. 19-0542

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, 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, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the State of Washington has adopted a procedure in chapter 35.91 RCW, allowing an owner/developer to contract with a city for the partial reimbursement of the cost of constructing water and/or sewer facilities through a procedure commonly known as a “latecomer agreement,” which requires property owners who subsequently connect to the water and/or sewer facilities to pay the city a fair pro rata fee of the cost of such construction, which the city then transmits to the owner/developer; and

WHEREAS, the Washington State Legislature recently amended chapter 35.91 RCW in pertinent part, and also included a procedure that allows a city to construct such water and/or sewer facilities, and to become the sole beneficiary of the latecomer fee; and

WHEREAS, Edgewood’s latecomer agreement procedure in EMC Section 11.35.100 was adopted prior to the Legislature’s most recent amendments and is outdated; and

WHEREAS, the provisions for water facilities are not applicable to the City of Edgewood, as it does not presently own or operate any water facilities and all areas within its corporate boundary are served by other water purveyors; and

WHEREAS, this Ordinance is categorically exempt under SEPA (WAC 197-11-800(19)), as relating only to procedure; and

WHEREAS, the Council considered this Ordinance during its March 5, 2019 study session; and

WHEREAS, the Council considered this Ordinance during its regular City Council meeting of March 12, 2019;

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

Section 1. The City Council hereby repeals Section 11.35.100 of the Edgewood Municipal Code.

Section 2. A new chapter 11.36 is hereby added to the Edgewood Municipal Code, which shall read as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

Section 3. Edgewood Municipal Code Section 11.20.040 is hereby revised to read as follows:

11.20.040 Sewer utility creation policies. Policies guiding the creation of the sewer utility are hereby established as follows:

* * *

B. System extensions shall be paid for by the benefited parties. May be done through developer extension or formation of a local improvement district.

1. Developer extensions.

a. Shall be paid for by the developer.

b. Are subject to approval by the city council and require execution of a system extension agreement with the City.

c. Reimbursement from other properties that later connect to and benefit from such extensions and/or improvements may be made at the sole discretion of the City, pursuant to chapter 35.91 RCW and chapter 11.36 EMC.

2. Local Improvement Districts.

a. The initial 50 percent of estimated LID preformation costs shall be advanced by the proponents of the project. The remaining 50 percent of LID preformation costs shall be advanced by the City. The source of funds shall be the sewer utility fund via an interfund loan from the general fund.

b. The proponents shall provide a petition requesting that the City Council initiate the LID process by resolution.

c. To assess support of the project, the petition must be signed by the owners of the property aggregating a majority of the area within the proposed district.

d. The formation of a local improvement district shall be pursuant to Chapters 35.43 through 35.54 RCW and subject to approval by the City Council.

* * *

Section 4. Edgewood Municipal Code Section 11.40.110 is hereby revised to read as follows:

11.40.110 Connection Charges. A connection charge shall be assessed for each new sewer connection made to the City's sewer system. Connection charges and fees shall be set by ordinance of the City Council following a hearing on the proposed connection charges. A connection charge shall be comprised of the following elements:

* * *

H. ~~Reimbursement Charges~~ Latecomer Agreements. No owner shall be granted a permit to connect directly or indirectly to sewer facilities, for which exists a contract providing for reimbursement to other owners of real estate who constructed and paid for such sewer facilities, without first paying a fair pro rata share of the cost of same, as provided for in chapter 11.36 EMC ~~11.35.100~~.

Section 5. **Severability.** Should any section, paragraph, sentence, clause or phrase of this Code, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason or should any portion of this Code be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Code or its application to other persons or circumstances.

Section 6. **Effective Date.** A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED THIS 12TH DAY OF MARCH, 2019

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Exhibit A

Chapter 11.36 SEWER LATECOMER AGREEMENTS

Sections:

- 11.36.010 Purpose.**
- 11.36.020 Definitions.**
- 11.36.030 Mandatory Requirements for Latecomer Agreements.**
- 11.36.040 Conditions Imposed on and Included in Latecomer Agreements.**
- 11.36.050 Procedure for Processing Request.**
- 11.36.060 Notice – Hearing – Consideration by City Council**
- 11.36.070 Approval and Acceptance of Facilities.**
- 11.36.080 Recording Required.**
- 11.36.090 Duration of Agreement, Extensions.**
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- 11.36.110 Prohibition on Unauthorized Connections, Enforcement.**
- 11.36.120 City or County Construction.**
- 11.36.130 No City Liability.**

11.36.010 Purpose.

The purpose of this chapter is to implement Chapter 35.91 RCW and to describe the process for a developer/property owner, or the City of Edgewood, to fund the construction of certain sewer facilities, and then to be reimbursed by property owners who subsequently connect to or use the sewer facilities.

11.36.020 Definitions.

The definitions set forth in this section shall apply throughout this chapter:

A. “Cost of construction” means the cost incurred by the owner/developer for design, acquisition for right-of-way and/or easements, permit and plan review fees, construction (including materials and installation), as required in order to install/construct the sewer facilities in accordance with all applicable laws, ordinances and standards, including the City’s public works standards. The cost of construction shall be documented in writing by the owner/developer on final invoices or other documents showing the amounts actually paid by the owner/developer.

B. “Developer” or “owner” means a property owner or authorized agent of the property owner who may construct a sewer facility, and desires a latecomer agreement under the terms and conditions set forth in this chapter. The City of Edgewood may be a “developer” or “owner” under this chapter.

C. “Latecomer agreement” means a written contract between the City and an owner/developer providing for the partial reimbursement of the cost of constructing the sewer facilities (the “fair pro rata share” as provided in RCW 35.91.050). The latecomer agreement shall be a contract approved as to form by the city attorney. Where the City constructs sewer facilities under a latecomer agreement, the agreement may provide for the total reimbursement of the cost of construction of the sewer facilities.

D. “Latecomer fee” means a charge collected by the City, whether separately stated or as part of a connection fee for providing access to the City’s sewer system, against a real property owner who connects to, connects to or uses a sewer facility subject to a latecomer agreement created under this Chapter and Chapter 35.91 RCW.

E. “Latecomer” means a property owner not a party to a duly executed and recorded latecomer agreement, who did not contribute to the original cost of the facilities, and who: (a) owns property in the area benefitted by such agreement; (b) seeks to connect to the sewer facilities constructed under the latecomer agreement within the time frame established in the agreement; and (3) may only do so by making payment to the City of his/her pro rata share of the cost of construction.

F. “Sewer facilities” means storm, sanitary, or combination sewers, pumping stations and disposal plants, reservoirs or appurtenances.

11.36.030 Mandatory Requirements for Latecomer Agreements.

A. Requirements. At the owner/developer’s request, the City must contract with the owner of real estate for the construction or improvement of sewer facilities that the owner elects to install solely at the owner’s expense, as long as such contract is consistent with this Chapter and all of the following conditions are satisfied:

1. The latecomer agreement must be for the construction of sewer facilities in locations where the City’s ordinances require such facilities to be improved or constructed as a prerequisite to further property development; and

2. The sewer facilities must be consistent with all applicable comprehensive plans and development regulations of the municipalities through which the facilities will be constructed or will serve; and

3. The sewer facilities to be constructed or improved must be included in the City of Edgewood’s comprehensive plan. Unless the City provides written notice to the owner of its intent to request comprehensive plan approval for the facilities, the owner must request comprehensive plan approval for the sewer facility; and

4. The sewer facilities to be constructed may not be located outside the City’s corporate limits¹. If Pierce County is a party to the latecomer agreement, the sewer facilities may not be located outside Pierce County; and

5. The latecomer agreement shall meet all of the conditions required by the City under this chapter, and shall be filed and recorded against the affected properties with the county auditor and as provided in EMC 11.36.080; and

¹ The language from RCW 35.91.020 regarding facilities being located “within ten miles of the municipality’s corporate limits” is not included herein, as the City of Edgewood does not currently have an Urban Growth Area and all areas abutting the City’s corporate limits are served by other agencies.

6. The owner/developer's request shall be submitted within one hundred twenty (120) days of the completion of the sewer facility and prior to approval and acceptance of the sewer facility by the City for ownership and maintenance; and

7. The total cost of the construction of the sewer facility must be submitted to City by the owner/developer no more than one hundred twenty (120) days of the completion of the sewer facility.

B. Rejection of Requests Not in Compliance. The City shall reject requests made by developer/owners that are not in compliance with this Section 11.36.030. Such requests are not subject to project permit processing, under RCW 36.70B.140.

11.36.040 Conditions imposed on and included in latecomer agreements.

Every latecomer agreement shall include the following conditions:

A. The sewer facility shall be constructed by the developer/owner according to plans and specifications approved by the City;

B. The sewer facility shall be inspected and approved for ownership and maintenance by the City;

C. The developer/owner shall transfer the sewer facility to the City with a bill of sale, without cost to the City, at the time the City approves the facility for ownership and maintenance;

D. The developer/owner shall fully comply with all of the owner's obligations under the latecomer agreement and the applicable City rules and regulations;

E. The developer/owner shall provide sufficient security to the City to ensure completion of the sewer facility and compliance with other performance measures under the contract;

F. The developer/owner shall pay all of the City's costs associated with the sewer facility including, but not limited to, engineering, legal and administrative costs;

G. The City shall verify and approve all contracts and cost of construction related to the sewer facility;

H. The agreement shall provide that the owner and/or the owner's assigns shall be entitled to a pro rata share of the fees received by the City from property owners who did not contribute to the original cost of the facilities but who subsequently connect to the facilities, as reimbursement for the costs of the sewer facilities constructed and installed in accordance with the agreement;

I. The agreement shall include a provision requiring that, every two years from the date the agreement was executed, the developer/owner entitled to reimbursement shall provide the municipality with information regarding the current contact name, address and telephone number of the person, company, or partnership that originally entered into the latecomer agreement. If the owner fails to comply with the notification requirements of this subsection within sixty (60) days of the specified time, then the contracting municipality may collect any reimbursement funds owed to the property owner under the agreement. The funds collected under this subsection must be deposited in the capital fund of the municipality; and

J. The agreement shall provide that all latecomer fees received by the City for sewer facilities constructed by a developer/owner shall be paid to the developer/owner or his/her assigns within sixty (60) days of the receipt of such fees.

11.36.050 Procedure for Processing Request.

A. Owner's Responsibilities.

1. Deadline for submission of request. Within one hundred twenty (120) days of the completion of the sewer facilities, the owners of the real estate must provide the City with the total cost of construction of the sewer facility actually paid by the owner. The City will not accept written estimates in determining the cost of construction. In the event of a disagreement between the City and the developer/owner concerning the cost of the construction of the sewer facilities, the City Public Works Director's decision shall be final. This information on the cost of construction shall be used by the City as the basis for determining reimbursements by future users who benefit from the sewer facility, but who did not contribute to the original cost of the sewer facilities.

2. Recommendation by Owner of Pro Rata Share. The amount of the pro rata share to be paid under the latecomer agreement shall be recommended by the owner, so that each property within the latecomer assessment reimbursement area (including the property owned by the developer/owner) will be assessed a share of the costs of the improvements proportional to the benefits which accrue to the property. The methodology utilized in calculating the amount of the pro rata share shall be the responsibility of the owner. For example, the method of assessment permitted for local improvement district assessment, including, but not limited to, the front-foot method, the zone and termini method, and square footage method, may be proposed.

B. City Public Works Director's Responsibilities.

1. Recommendation to City Council. The City Public Works Director shall determine whether a request for a latecomer agreement satisfies the requirements in EMC 11.36.030 and this Chapter. The Director's recommendation to the City Council shall include, but not be limited to, his/her analysis on the following factors:

a. Whether the sewer facilities are consistent with the applicable comprehensive plan(s) and development regulations; and

b. Whether the preliminary determination of the boundaries of the latecomer assessment reimbursement area, based upon the identification of parcels who may subsequently connect to or use the facilities, including through laterals and branches connecting thereto; and

c. Whether the developer/owner's receipts and invoices relating to the cost of construction of the sewer facilities are reasonable and accurate and have been verified by the Public Works Director in the "Engineer's Estimate," which shall include separate itemizations of costs; and

d. Whether the pro rata share calculated by the developer/owner ensures that each property subject to the latecomer fee will pay a fair pro rata share of the costs of the

improvements as determined by any appropriate method, including, but not limited to determining the total capacity of the sewer improvements expressed in equivalent residential units (ERUs) and dividing the total cost by the number of ERUs created by construction or added by improvement of the sewer facility.

11.36.060 Notice – Hearing – Consideration by City Council.

A. Upon receipt of the Public Works Director's recommendation as provided in EMC 11.36.050(B), the City shall prepare a latecomer agreement (based on EMC Section 11.36.030) for inclusion in the council agenda.

B. At least ten (10) days prior to the City Council public hearing, individual notice shall be sent to the owners of property located within the preliminary boundaries of the latecomer assessment reimbursement area, as these property owners are identified in the records of the county assessor. This notice shall state that the City Council will be holding a public hearing for the purpose of allowing public testimony and submission of evidence in order to consider the execution of the latecomer agreement with the developer/owner; establish the final boundaries of the latecomer reimbursement area; and establish the proposed pro rata share. The notice shall reference this chapter 11.36 EMC, include the date and time scheduled for the public hearing before the City Council, and shall be forwarded by certified mail to the property owners of record within the proposed latecomer reimbursement area.

C. The City Council shall consider the request for a latecomer agreement in a public hearing, together with the Public Works Director's recommendation, all application materials; all submitted evidence and public testimony. The City Council shall make the final determination whether the request satisfies the criteria set forth in this chapter and as specified in Chapter 35.91 RCW, the Council shall approve the latecomer agreement. The Council's decision on the method for determining the pro rata share used to calculate the latecomer fee and the latecomer fee shall be final. The fair pro rata share of the cost of the sewer facilities attributable to the owner's property shall be deducted from the cost of construction.

D. If approved, the final determination of the boundaries of the latecomer reimbursement area and pro rata share shall be included in an ordinance, which shall authorize the Mayor to sign the latecomer agreement. The ordinance and all attachments shall be recorded against the affected properties as provided in EMC 11.36.080.

11.36.070 Approval and Acceptance of Facilities. Upon the completion of sewer facilities pursuant to a latecomer agreement and all applicable codes and development regulations, the City council shall be authorized to approve their construction and accept the sewer facilities for ownership and maintenance. The City may then charge for their use such sewer rates that the city is authorized by law to establish. All further maintenance and operation costs shall be borne by the City.

11.36.080 Recording Required. After the final latecomer reimbursement pro rata fee has been established as provided in EMC 11.36.060, the agreement shall be recorded with the Pierce County Auditor. The provisions of the latecomer agreement may not be effective as to any

owner of real estate not a party thereto unless the latecomer agreement has been recorded against the affected property in the office of the county auditor of the county in which the real estate of the owner is located, prior to the time the owner taps into or connects to the sewer facilities. It shall be the sole responsibility of the developer/owner (or the City, if the City is the beneficiary of the latecomer fee) to record the latecomer agreement. Within thirty (30) days after receipt of evidence that the latecomer agreement has been recorded, the Public Works Director shall ensure that a notice of additional sewer connection charges has been recorded with the Pierce County Auditor's office, as required by RCW 65.08.170.

11.36.090 Duration of Agreement, Extensions. The latecomer agreement shall provide for the pro rata reimbursement to the owner or the owner's assigns for twenty (20) years. The agreement may provide for an extension of the 20-year reimbursement period for a time not to exceed the effective date of any moratorium, phasing ordinance, concurrency designation or other governmental action that prevents making applications for, or obtaining approval of, any new development within the benefit area for a period of six months or more. If the latecomer agreement is extended pursuant to this section, the amended latecomer agreement must specify the duration of the extension and must be filed and recorded as provided in EMC 11.36.080 in order to be effective. Property owners who are subject to the reimbursement obligations in the latecomer agreement shall be notified by the City of any extension filed under this section.

11.36.100 Reimbursement to Owner. Where a developer/owner has constructed the sewer facilities, all latecomer fees received by the City shall be paid out by the City under the terms of the latecomer agreement to the developer/owner within 60 days after the receipt thereof. Where the City has constructed the sewer facilities under this Chapter, the City shall retain the latecomer fees as provided in the approving Ordinance.

11.36.110 Prohibition on Unauthorized Connections, Enforcement.

A. Unauthorized connections. A person, firm or corporation may not be granted a permit or be authorized to tap into, connect or use any such sewer facilities or extensions subject to a latecomer agreement during the period of time prescribed in the latecomer agreement without first paying to the City, in addition to any and all other costs and charges made or assessed for such tap or use, or for the sewers constructed in connection therewith, the amount required by the provisions of the applicable latecomer agreement.

B. Enforcement. Whenever any tap or connection is made into any sewer facilities subject to a latecomer agreement without such payment having first been made, the City may authorize the removal, or cause to be removed, such unauthorized tap or connection and all connecting tile or pipe located in the facility right-of-way, and dispose of unauthorized material so removed, without any liability whatsoever.

11.36.120 City or county participation in latecomer agreements.

A. City as Beneficiary of Latecomer Fee. The City may create an assessment reimbursement area on its own initiative, without the participation of a private property owner, finance all of the costs associated with the construction of the sewer facilities and become the

sole beneficiary of the facilities. Unless otherwise provided by ordinance or contract, the City or the county participating in the financing of sewer facilities improved or constructed under this Section EMC 11.36.120:

(a) Shall have the same rights to reimbursement as owners of real estate who make contributions as authorized under this Chapter; and

(b) Are entitled to a pro rata share of the reimbursement based on the respective contributions of the owner and the city/county.

B. Authorized Locations for Construction Sewer Facilities. The sewer facilities must be consistent with the City's comprehensive plan(s) and development regulations. The boundaries of the assessment reimbursement must be formulated by the City based upon a determination of which parcels in the proposed area would require construction or improvement of sewer facilities upon development or redevelopment, or would be allowed connection to or usage of constructed or improved sewer facilities. The sewer facilities to be constructed or improved may not be located outside the City's corporate limits². If Pierce County is a party to the latecomer agreement, the sewer facilities may not be located outside Pierce County.

C. Public Works Director Recommendation. The Public Works Director shall prepare a recommendation to the City Council as provided in EMC 11.36.050(B).

D. Notice of the Public Hearing. Notice of the public hearing shall be provided consistent with EMC 11.36.060.

E. Public Hearing. The City shall hold a public hearing on the proposed assessment reimbursement area and assessment (pro rata share), as provided in EMC 11.36.060. The City Council's final determination of the assessment reimbursement area and assessment shall be included in an ordinance, which shall be final. The City shall record the ordinance as required by EMC 11.36.080.

F. Limit on Reimbursement. Except as otherwise provided in this chapter, the city or county seeking reimbursement from an owner of real estate subsequently connecting to the sewer facilities constructed under this Section 11.36.120 is limited to the dollar amount authorized in the resolution contemplated in subsection (3) of this section. This does not prevent the city or county from collecting amounts for services or infrastructure that are additional expenditures not subject to the ordinance, contract or agreement, nor does it prevent the collection of fees that are reasonable and proportionate to the total expenses incurred by the City or county in complying with this section.

H. Installation. To the extent that it may require in the performance of the latecomer agreement, the City or county may install the sewer facilities in and along the city or county streets in the area to be served as hereinabove provided, subject to reasonable requirements as the manner of occupancy of the streets as the city or county may by resolution provide.

² The language from RCW 35.91.020 regarding facilities being located "within ten miles of the municipality's corporate limits" is not included herein, as the City of Edgewood does not currently have an Urban Growth Area and all areas abutting the City's corporate limits are served by other agencies.

11.36.130 No City Liability.

Nothing in this chapter is intended to create a private right of action for damages against the City or any municipality for failing to comply with the requirements of this chapter. The City, its officials, employees or agents may not be held liable for failure to collect a latecomer fee unless the failure was willful or intentional. Failure of the City to comply with the requirements of this chapter does not relieve the City of any future requirements to comply with this chapter.