
CED Committee Members:

Chair – Anthony Wright
Chance La Fleur
Beau Chevassus

Support Staff:

Chris Pasinetti, CD Director
Chris Searcy, City Administrator

AGENDA

COMMUNITY & ECONOMIC DEVELOPMENT (CED) COMMITTEE

CITY OF ENUMCLAW – STEVENSON-YERXA

Monday, January 9, 2023

*******4:30PM*******

I. NEW BUSINESS

- A. Thursday, November 28 2022 CED Meeting Summary
- B. Right-of-way use/Sidewalk Café Permits
- C. Multi-year Agreement with ePlan Soft
- D. Title 15 amendments regarding SEPA Substantive Authority

II. ADJOURNMENT

Next Scheduled Meeting: January 23, 2023 --- 4:30 p.m

CSD Committee Members:
Chair – Anthony Wright
Chance La Fleur
Beau Chevassus

Support Staff:
Chris Pasinetti, CD Director
Chris Searcy, City Administrator

CED SUMMARY

COMMUNITY & ECONOMIC DEVELOPMENT (CED) COMMITTEE

CITY OF ENUMCLAW – STEVENSON-YERXA

Monday, November 28, 2022

******* 4:30 p.m. *******

THE MEETING BEGAN AT 4:36 PM AND ENDED AT 5:30 PM COUNCILMEMBERS WRIGHT, CHEVASSUS AND LA FLEUR PRESENT AS WELL AS STAFF MEMBER CHRIS PASINETTI.

I. NEW BUSINESS

- A. Meeting summary from November 14, 2022 was approved.
- B. Right-of-way use/Sidewalk Café Permits. Pasinetti discussed the Department of Revenue audit and determination that business that used the city Rights of way for business use would require the city to pay for leasehold excise tax. This tax amounts to approximately \$13,000 a year. The city has already paid this amount for 2021 and 2022. The mayor asked staff to present a fee increase for the permits for sidewalk cafes and ROW use permits to recover these costs. CED discussed and agrees with the mayor and asked staff to prepare a revised fee resolution along with some recommended fees. Also, the committee recognizes that with renewal notices being sent out for 2023 the Resolution should be effective at the end of January. This would allow businesses time to renew for this year.
- C. Impact Fees. Pasinetti gave a description of impact fees, what they are for and how they can be used. Specifically, the Enumclaw School District is requesting an increase to the impact fees. Councilmember La Fleur asked if a representative could come to a city council meeting and present to the full council regarding the impact fee and the school bond, etc. Pasinetti stated he would reach out to the district and make a request.

II. AJOURNMENT

5:30 pm



ITEM# _____

City Council AGENDA BILL

MEETING DATE: 01/09/2023

SUBJECT:

CATEGORY: RESOLUTION	1769	BUDGET IMPACT:	
		Expenditure Budget:	1\$
		Revenue Budget:	1\$
		Proposed Budget Amendment:	1\$

RELATED ORDINANCE OR RESOLUTION NO.

ATTACHMENTS: Staff report, DRAFT Fee Resolution

STAFF CONTACT: Chris Pasinetti

SUMMARY/BACKGROUND: Resolution No. 1769 would amend the city’s fees regarding right-of-way use and sidewalk café permits.

RECOMMENDATIONS:

DATE SENT TO COMMITTEE: 01/09/2023 **DATE RETURNED:**

COUNCIL COMMITTEE:

STAFF:

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION
- MOVED TO SECOND READING (ordinances only)

1ST reading _____

Enactment reading _____

ORDINANCE # _____

RESOLUTION # _____



STAFF REPORT

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: Mayor/City Council
FROM: Chris Pasinetti, Community Development Director
DATE: January 9, 2022
SUBJECT: Resolution No. 1769, Right-of-way Use and Sidewalk Café Permits

REQUEST: Fees for right-of-way (ROW) use/Sidewalk Café Permits within the city.

BACKGROUND: Prior to the COVID-19 pandemic the city permitted sidewalk cafes within the city. A sidewalk cafe is when a restaurant or business places out chairs/tables for diners to sit outside (for the most part). These cafes are particularly popular in the summer when the weather is more favorable, but they became particularly popular during the pandemic when local restaurants were under pandemic restrictions.

REVIEW: As part of the normal Department of Revenue (DOR) Audit it was determined that the businesses that are utilizing city owned ROW for their business purposes will require the city to pay leasehold excise tax for the property they are utilizing. Leasehold excise tax is a tax on the use of public property by private party. This tax is in lieu of the property tax.

The DOR has determined that the cost owed by the city is .50 cents per square foot of property being use. Based on that, the cost to the city is approximately \$12,667.97 yearly.

Currently, the city charges \$120 for a ROW use permit and \$60 yearly renewal fee. The city has issued (approximately) ten ROW permits for sidewalk cafes (two of these are not currently in use). Two (2) more ROW permits are issued for parking used by certain businesses.

DISCUSSION: Staff would like to discuss with the council regarding these additional costs and if recouping these costs through increased permit fees are needed. Items to take note:

- The yearly ROW use permits are renewed each year in January. City Staff sends a courtesy renewal notice each year in October/November. For 2023, this notice has been sent to the business owner for the 2023 fiscal year this month. Many businesses have already applied and received their yearly renewal fee.
- Each business uses a varying amount space as part of their ROW use permit or sidewalk cafe.

This explains the sliding scale recommended in the revised fee resolution. The more sidewalk or city ROW used, the higher the yearly fee.

Staff recommends passing the resolution to become effective January 31. This will give the businesses that have not renewed time to renew at the current price as opposed to the new increased cost. Renewals after January 30 would need to pay the increased cost. A letter will be mailed to all businesses that have received

renewal notices regarding the fee changes. This will give them time to renew this year, understand the need for the change and adjust their business plans accordingly for next year.

Staff recommends approving Resolution No. 1769

RESOLUTION NO. 1769

**A RESOLUTION OF THE CITY OF ENUMCLAW, KING COUNTY, WASHINGTON
AMENDING RESOLUTION NO. 1766 TO AMEND FEES.**

Whereas, Resolution No. B384 initially established fees which were revised by subsequent resolutions, and

Whereas, an amendment of Resolution No. 1769, the current fee resolution, is appropriate to amend fees to the Public Works Department.

Now, therefore, the City Council of the City of Enumclaw, King County, Washington does hereby resolve as follows:

Section 1: Resolution No. 1769 as authorized by Ordinance No. 1366 – Publication of Fees and Charges, is hereby amended as follows (deleted text is struck-out/added text is underlined):

BUSINESS LICENSES

GENERAL BUSINESS LICENSES	
New License Fee	\$50.00
Renewal Fee	\$25.00
Renewal Fee for Multiple Businesses owned by one person at one location	\$25.00 for the first business, no fee for each additional business
Penalty for Late Renewal	\$5.00 per month/max \$15.00
Replacement License	\$10.00
SPECIAL LICENSES (50% discount after January 1st, only for yearly licenses)	
Adult Oriented Business	\$500.00 per year
Amusement Devices	\$12.00 per machine
Cabaret – with dancing	\$350.00 per year
Cabaret – without dancing	\$50.00 per year
Cabaret – one time event (valid 24 hours)	\$150.00 per event
Carnivals, Circuses & Shows	\$50.00 per event
Dances	\$60.00 per event
Fireworks Stand	\$100.00 plus \$100.00 refundable deposit
Gambling	General Business License (if applicable)
Home Occupations	Same fee as General Business License and renewal
Pawnbrokers	\$150.00 per year
Private Detectives & Security Guards	General Business License (if applicable)
Short Term Rental	\$150.00 per year
Solicitors & Mobile Vendors	\$35.00 per day/\$170.00 per year
Tow Truck Operators	General Business License (if applicable)

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING PERMITS

Building permit fees are based on the valuation of the project. The Building Official calculates the valuation of work for all permits. The valuation listed on the application shall be an estimate of the fair market value of construction including all labor and materials and may not be the same valuation calculated by the Building Official during review.

The Building Official calculates valuation using the most recent edition of the Building Valuation Data (BVD) Square Foot Construction Costs Table published by the International Code Council. The BVD table is based on new construction. The following percentages apply to the valuation of different work types, as described in the permit application scope of work:

- New construction, shell buildings, additions, etc: 100% of BVD
- Tenant Improvement/Interior Remodel/Change of Occupancy: 20% of the rate in the BVD
- Accessory Structures greater than 600 square feet, such as garages, decks, porches: 100% of the "Utility, miscellaneous" rate in the BVD
- Accessory structures less than 600 square feet such as sheds, porches, greenhouses, gazebos etc: The valuation listed on the application shall be used concurrent with the approval of the Building Official
- Structural alteration to existing building, equipment, commercial re-roof, commercial coach, similar construction not falling into another category: The valuation listed on the application shall be used concurrent with the approval of the Building Official.
- Technology Fee will be assessed at 5% of the building permit fee.

Total Valuation	Fee
\$1.00 to \$500.00	\$30.00
\$501.00 to \$2,000.00	\$30.00 for the first \$500.00, plus \$3.93 for each additional \$100.00 or fraction thereof up to and including \$2,000.00
\$2001.00 to \$25,000.00	\$88.95 for the first \$2,000.00, plus \$16.50 for each additional \$1,000.00 or fraction thereof up to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$468.45 for the first \$25,000.00, plus \$13.00 for each additional \$1,000.00 or fraction thereof up to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$793.45 for the first \$50,000.00, plus \$10.00 for each additional \$1,000.00 or fraction thereof up to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,293.45 for the first \$100,000.00, plus \$7.00 for each additional \$1,000.00 or fraction thereof up to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,093.45 for the first \$500,000.00, plus \$6.00 for each additional \$1,000.00 or fraction thereof up to and including \$1,000,000.00

BUILDING PERMITS CONTINUED

\$1,000,001.00 and up	\$7,043.45 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof.
OTHER RELATED BUILDING PERMITS	
Plan Review	65% of the permit fee when required
Master Plan Review	25% of the plan review fee as specified in the Master Plan Policy
Additional plan review required by changes, additions, revisions to plans or related Fire Code requirements	\$134.54 per hour (1 hr minimum charge)
Re-inspection Fee	\$134.54 per hour (1 hr minimum charge)
Inspections for which no fee is specifically indicated (such as windows)	\$134.54 per hour (1 hr minimum charge)
For use of outside consultants for plan review and inspection, or both	Cost to the City plus \$25.00 per invoice. Deposit of estimated building permit fee based on valuation required at the time of application. Balance will be adjusted or invoiced upon completion.
Washington State Energy Code Plan Review	\$134.54 per hour
Mobile Home/Modular Office Setting	\$230.00 each plus \$134.54 per hour for plan review, when applicable
For Work Commenced Without First Obtaining Authorization or Permit or Both	Fee equal to the permit amount shall be paid along with the permit cost prior to a permit being issued
Sign Permit	\$80.00 each up to the first three signs, plus \$20.00 for each additional sign
Sign Permit/Temporary	\$25.00
Plan Review for Sign Permit (if required)	\$134.54 per hour for plan review, when applicable
Demolition Permit	\$80.00 each
Re-roof (Commercial Building)	Based on permit valuations (total value of labor, materials and labor) for which the permits being issued, pursuant to IBC section 108.3 and 108.1
Re-roof (Residential)	\$134.54 each
OTHER RELATED BUILDING PERMITS CONTINUED	

Fuel Oil Tank Removal (Residential) – (for Commercial, see Fire Dept.)	\$134.54 each
Paint Spray Booth	\$134.54 each plus \$134.54 per hour for plan review, when applicable
For work commenced without first obtaining authorization or permit or both	Fee equal to the permit amount required shall be paid along with the permit cost prior to a permit being issued
Swimming Pool any new residential	\$134.54 each plus \$134.54 per hour for plan review, when applicable
Swimming Pool and new commercial	Based on permit valuations (total value of labor, materials and labor) for which the permit is being issued, pursuant to IBC section 108.3 and 108.1
House Moving Fees: Pre-move inspection and notification	\$134.54 per hour

PLUMBING PERMIT

Plumbing Permit – New Single Family Dwelling	\$165.00 each
Plumbing Permit	\$35.00 each plus plumbing fixture unit fees
Supplemental Plumbing Permit for which the original permit has not expired, been canceled or finalized	\$15.00 each plus plumbing fixture unit fees
Back-Flow Permit	\$40.00 each plus unit fee for each device

PLUMBING FIXTURE UNIT FEE SCHEDULE (in addition to Plumbing Permits)

Plumbing Fixture	Commercial/Residential
Vats or other waste diluting tanks	\$22.00 each
Acid waste line and/or tank	\$22.00 each
Back-flow Protective Device	\$30.00 each

PLUMBING FIXTURE UNIT FEE SCHEDULE CONTINUED

Plumbing Fixture	Commercial/Residential
Bathtubs and/or combination bath and shower	\$10.00 each

Beverage dispenser and/or pop machine	\$22.00 each	
Clinic, kitchen, laundry and/or mop sink	\$10.00 each	
Dental chair and/or unit	\$10.00 each	
Dishwasher and/or washing machine	\$10.00 each	
Drinking fountain, water cooler and/or ice machine	\$10.00 each	
Floor sinks, floor drains and/or indirect waste receptors	\$10.00 each	
Floor gutter, condensate drains and/or shower stall	\$10.00 each	
Garbage disposal	\$10.00 each	
Gas piping: (serving 1 to 4 outlet(s))	\$10.00 each	
Gas piping for each additional hook-up	\$4.00 each	
Grease trap	\$40.00 each	
Grease Interceptor	\$80.00 each	
Hose bib and/or outside water faucets	\$10.00 each	
Lavatory, water closet, toilet, privy, urinal and/or bidet	\$10.00 each	
Medical gas piping system: (serving 1 to 5 outlet(s) and/or inlet(s))	\$70.00 each	
Medical gas for each additional inlet(s) and/or outlet(s)	\$7.00 each	
Pool, spa and/or hot tub	\$80.00 each	

PLUMBING FIXTURE UNIT FEE SCHEDULE CONTINUED

Plumbing Fixture	Commercial/Residential	
Pumps	\$10.00 each	
Rain leaders, overflows and/or roof drains	\$10.00 each	

Sump, sewage and/or ejector pump	\$10.00 each	
Surgical vacuum system: (per NFPA-96)	\$100.00 each	
Water heater and/or vent	\$10.00 each	
Water hammer arrestors	\$10.00 each	
For each repair or alteration of a drainage or vent piping	\$10.00 each	
Unclassified fixture or equipment	\$10.00 each	
OTHER RELATED PLUMBING PERMITS		
Plan review	65% of the total permit fee	
Inspections outside of normal business hours	\$184.00 per hour (2 hr minimum charge)	
Re-inspection fee	\$134.54 per hour (1 hr minimum charge)	
Inspections for which no fee is specifically indicated	\$134.54 per hour (1 hr minimum charge)	
Additional plan review required by changes, additions or revisions to approved plans	\$134.54 per hour (1 hour minimum charge)	
For the use of outside consultants for both review and inspection or both	Actual Cost (Actual costs include administrative and overhead costs)	
MECHANICAL PERMITS		
Mechanical Permit – New Single Family Dwelling	\$ \$165.00 each	
Mechanical Permit	\$35.00 each plus unit fees	
MECHANICAL PERMITS Continued		
Supplemental Mechanical Permit for which the original permit has not expired, been canceled or finalized	\$10.00 each plus unit fees	
UNIT FEE SCHEDULE (in additional to Mechanical Permits)		
Mechanical Unit Fee	Commercial/Residential	
Residential installation or relocation of each furnace or burner, including ducts and vents	\$15.00each	

attached to such appliance, up to and Including 40,000 BTU/H		
Residential installation or relocation of each furnace or burner, including ducts and vents attached to such appliance, up to and Including 70,000 BTU/H	\$20.00 each	
Installation or relocation of each furnace or burner, including ducts and vents attached to such appliance, up to and Including 100,000 BTU/H	\$35.00 each	
Installation or relocation of each furnace or burner, including ducts and vents attached to such appliance over 100,00 BTU/H	\$58.00 each	
Installation or relocation of each suspended unit heater, infrared heater, recessed wall heater and/or floor-mounted heater	\$20.00 each	
Installation, relocation or replacement of wood and or gas stove, fireplace, gas insert, gas fireplace	\$15.00 each	
Appliance Vents:		
Installation, relocation or replacement of each appliance vent installed and not included in a permit	\$10.00each	
Installation, relocation or replacement of each appliance not listed	\$10.00 each	
Installation, relocation or replacement of water heater and vent	\$10.00 each	
Installation, relocation or replacement of clothes dryer and vent	\$10.00 each	
UNIT FEE SCHEDULE CONTINUED		
Mechanical Unit Fee	Commercial/Residential	
Repair of, the alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	\$17.00 each	
Compressors and Absorption Systems: (including heating units and roof units)		
Installation or relocation of each heating unit or compressor to and including 3 horsepower or each absorption system (heat pump) to and including 100,00 Btu/h	\$22.00 each	

Installation or relocation of each heating unit or compressor over 3 horsepower, to and including 15 horsepower or each absorption system (heat pump) over 100,00 BTU/H to and including 500,000 Btu/h	\$36.00 each	
Installation or relocation of each heating unit or compressor over 15 horsepower to and including 30 horsepower or each absorption system (heat pump) over 500,000 BTU/H to and including 1,000,000 Btu/h	\$50.00 each	
Installation or relocation of each heating unit or compressor over 30 horsepower to and including 50 horsepower or each absorption system (heat pump) over 1,000,000 BTU/H to and including 1,750,000 Btu/h	\$70.00 each	
Installation or relocation of each heating unit or compressor over 50 horsepower, or each absorption system (heat pump) over 1,750,000 Btu/h	\$120.00 each	
Air Handlers		
Air-Handling unit to and including 10,000 cubic feet per minute (cfm), including ducts NOTE: This fee does not apply to an air-handling unit for which a permit is required elsewhere in the Mechanical Code	\$13.00 each	
Air-Handling unit over 10,000 cfm	\$24.00 each	
UNIT FEE SCHEDULE CONTINUED		
Mechanical Unit Fee	Commercial/Residential	
Evaporative Coolers		
Evaporative cooler other than portable type	\$20.00 each	
Ventilation and Exhaust:		
Ventilation fan connected to a single duct, stationary fan, ventilation system spot, and kitchen ranges	\$10.00 each	
Ventilation and Exhaust Continued:		
Ventilation system which is not a portion of any heating or air-conditioning system authorized by permit	\$13.00 each	
Ventilation system of the ducts, and diffusers only	\$14.00 each	

Installation of each hood which is served by mechanical exhaust, including the ducts for each hood	\$10.00	
For automatic fire extinguishing system for class 1 hoods	\$60.00 each	
For class-1 hood and vent fan	\$100.00 each	
For class-2 hood and vent fan	\$80.00each	
Cooling Tower:		
Installation or relocation of each cooling tower	\$44.00 each	
Gas Piping:		
Installation or relocation of up to and including four (4) outlets	\$10.00 each	
Installation or relocation of each outlet over four (4)	\$4.00each	
Miscellaneous:		
Appliance or Piece of equipment regulated by the mechanical code but not classed in other appliance categories, or for which no other fee is listed above	\$10.00 each	
OTHER RELATED MECHANICAL FEES		
Plan Review	65% of the total permit fee	
Re-inspection Fees	\$134.54 per hour (1 hr minimum charge)	
Inspections outside of normal business hours	\$184.00 per hour (2 hr minimum charge)	
Inspections for which no fee is specifically indicated	\$134.54 per hour (1 hr minimum charge)	
For the use of outside consultants for review and inspection or both	Actual Costs (Actual costs include administrative and overhead costs)	
For the use of outside consultants for review and inspection or both	Actual Costs (Actual costs include administrative and overhead costs)	
Additional review Required by changes, additions or Revisions to Approved Plans, Including Review for Sizing Gas Piping	\$134.54 per hour (1 hr minimum charge)	

Generator	\$67.00 each
PLANNING AND LAND USE	
Accessory Dwelling Unit	\$350.00 plus public notification costs
Comprehensive Plan Text and/or Map Amendment Request (including concurrent rezone)	\$3500.00 plus public notification costs
Technical map amendment to comprehensive plan or zoning map (minor reconfiguration of a line between zones/designations where acreage in each zone remains the same)	\$500.00 plus public notification costs
Conditional Use Permit to establish residential use of an existing non-conforming single family dwelling in the CB-1, CB-2 or HCB zone	\$500.00
Conditional Use Permit, all others	\$3,000.00 plus public notification costs
Final Plat	\$3,200.00 plus \$20.00 per lot
Final Short Plat	\$750.00
Lot Line Adjustment/Elimination	\$700.00
PLANNING AND LAND USE CONTINUED	
Mobile Home Park, RV Park or Trailer Court	\$3,700.00 plus \$50 per lot, plus public notification costs
Planned Unit Development	\$3,800.00 plus \$50 per lot, plus public notification costs
Zoning Verification	\$56.85 per hour
Plat Alteration Fees (or revision to approved Development Agreement) and Modification of Approved Preliminary Plat prior to Final Plat Approval	Plat alteration and preliminary plat modification fees determined after review whether the changes requested are minor or major. A minor change is done administratively and the fee is ¼ of the cost of the preliminary plat fee. A major change requires a public hearing, or City Council meeting, and the fee is ½ of the cost of the preliminary plat fee. A public notice board and deposit are required for a major alteration. For major alterations the deposit amount shall be one-half of the cost of the preliminary plat fee.
Preliminary Subdivision Plat	\$4,300.00 plus \$50.00 per lot, plus public notification costs

Quarrying and Mining Permit	\$1,000.00
Rezone (not processed concurrent with Comprehensive Plan Map Amendment)	\$3,000.00 plus public notification costs
Pre-Application – Single Family and Home Occupations	No Fee
Pre-Application – All Other Development	\$100.00 for in-person meeting, \$50 for Virtual TEAMS meeting. Cost credited toward future permit if submitted within 180 days of the date the pre-application was submitted
Formal Code Interpretation	\$50.00
Short Plat	\$2,200.00 plus public notification costs \$50.00 extension for one 6 month period
Temporary Permits	\$300.00
Storage Container Temporary Permit	\$50.00
Temporary Permit – Outdoor Christmas Tree and Wreath Sales between November 20 and December 26 and Fireworks Stands	No fee for temporary use, general business license and special license fees apply
PLANNING AND LAND USE CONTINUED	
Variance	\$500.00 each single family units \$750.00 all other
Appeals	\$800.00
Environmental:	
Environmental Checklist Review – SEPA	\$350.00 plus public notification costs
Environmental Impact Statement – EIS	\$60.00 per hour plus consulting fees
Critical Area Permit	\$320 plus public notification costs
Critical Area Permit Review (if warranted)	\$ hourly rate of consultant per city contract
Shoreline Exemption	\$25.00 plus SEPA (if applicable)
Shoreline Substantial Development Permit	\$500.00 plus SEPA (if applicable)
Shoreline Conditional Use Permit	\$3,000.00 plus SEPA (if applicable)
	\$500.00 plus SEPA (if applicable)

Shoreline Variance – Single Family Residence or Accessory Dwelling Unit	
Shoreline Variance – All Other Development	\$3,000.00 plus SEPA (if applicable)

Design Review Board:

Signs	\$100.00
Modifications or additions to existing multi-family, commercial, industrial, office, and public properties	\$130.00
Project Review < 500 square feet	\$250.00
Project Review ≥ 500 square feet	\$500.00
Site Plan approvals in public & hospital	\$1,000.00

Temporary Mobile Office & Night Watchman's Quarters:

First Year	\$100.00
Second Year	\$200.00
Third Year	\$400.00 – doubling in like amounts each consecutive year (maximum of 3 years).

PLANNING AND LAND USE CONTINUED

Annexation:

60% Petition Method (collected at time of 60% petition submittal)	\$850.00 plus public notification costs
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Custom Maps and More:

Maps, creation of custom map products. A custom map product includes any new map or custom, non-xerographic enlargements, reduction, etc. of a standard map product	Minimum charge is one-half hour of the hourly rate determined by Resolution. Hourly charges plus \$2.50 per square foot of map area.
Computer Aided Design and Drafting (CADD), Geographic Information System (GIS), and/or Mapping Information	CADD, GIS, or Mapping data is billed on an hourly basis plus actual costs of any required storage media. Minimum charge is one-half hour of hourly rate determined by Resolution.

Planning and Land Use Prints:	Black and White	Color
11 X 17	\$1.00	\$2.00
18 X 24	\$2.00	\$3.00
24 X 36	\$4.00	\$6.00
30 X 42	\$6.00	\$8.00

School District Impact Fees*:	
Single Family Residential	\$5,497 per dwelling unit
Multi-family Dwelling	\$1,595 per dwelling unit
*As outlined in EMC section 19.24.070	
Fire Facility Impact Fees*:	
Residential Dwelling Units	\$2,383.13 per dwelling unit
Commercial Development	\$.35 per square foot of commercial building development
*As outlined in EMC section 19.24.090	
Park Impact Fees*:	
Single Family Residential	\$1,209 per dwelling unit
Multi-family Dwelling	\$801 per dwelling unit
*As outlined in EMC section 19.24.080	
Transportation Impact Fee*:	
Single Family Residential	\$3,239 per dwelling unit
Multi-family Dwelling	\$2,123 per dwelling unit
**Commercial and other uses as outlined in Table 3 of the City of Enumclaw Transportation Impact Fee Update dated November 23, 2016 as outlined in EMC section 19.24.070	
Administrative Fees	
Single family	\$35.00 per permit
ADU	\$35.00 per permit
Multi-family	\$70.00 per permit
Non-residential	\$35.00 or 1% of the impact fee charged which- ever is greater

FIRE FEES	
Fire Plan Review Fee for Building Permit Review	40% of Building Plan Review Fee
Re-inspection Fees for New Construction and Tenant Improvements	\$134.54 per hour
Fire Alarm Permit	\$285.00 plus \$1.55 for each device plan review cost of \$134.54 per hour (2 hrs minimum charge)
Fire Sprinkler Permit (also needs fire alarm permit)	\$285.00 for fist 10 heads plut \$1.07 for each additional head plan review cost of \$134.54 per hour (2 hrs minimum charge)
Fire Suppression System(other than sprinklers)	\$285.00 each plus plan review cost of \$134.54 per hour (2 hrs minimum charge)
Fuel Oil Tank Removal (Commercial)	\$200.00 each plus\$135.54 per hour for plan review, when applicable (2 hrs minimum charge)

Fire alarm violations:

First false alarm	No fine, warning
Second false alarm	No fine, warning
Third false alarm	\$135.00
Fourth and subsequent false alarms	\$270.00

Miscellaneous:

Plan Review/Inspection Fee, or for which no other fee is listed above	\$134.54 per hour
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ENGINE COMPANY LEVEL RE-INSPECTION FEES

1st Re-Inspection Fee: Conducted 30 days after initial engine company level inspection	\$60.00
2 nd Re-Inspection Fee: Conducted 44 days after initial engine company level inspection	\$85.00

ENGINE COMPANY LEVEL RE-INSPECTION FEES Continued

3 rd Re-Inspection Fee Conducted 58 days after initial engine company level inspection	\$120.00
4 th Re-Inspection Fee and all other subsequent re-inspections Conducted 65 days after initial engine company level inspection	\$150.00

MISCELLANEOUS

Duplication costs will be paid prior to duplication process. Applicable postage will be added if copies are mailed.	
Photocopying	15¢ per page – black and white 25¢ per page – color
Creation or Duplication of Video/Audio/DVD/CD or Recordings	\$5.00 DVD or CD \$10.00 Memory Stick No fee for discovery file copy

Duplication of photographs	\$10.00 per request plus actual cost of duplication charged by third party
Labels run on business register/other files	\$35.00
Listing run on business register/other files	\$15.00
City fee for processing passports	\$35.00 (as authorized by the US Department of Commerce and Bureau of Consular Affairs, and any future amendments)
Community banner fee	\$75.00
Returned check penalty	\$25.00 (thereafter only certified check or cash will be accepted for payment for a period of 12 months)
Interest rate on delinquent accounts/debts not otherwise established on fee resolution	1% per month with \$5.00 monthly minimum
Scanning of documents	10¢ per page

PARKS/REC/CULTURAL SERVICES DEPARTMENT
City Parks/Ball Field Use/Miscellaneous/Aquatic Center
Cemetery/Community Center/ Golf Course

CITY PARKS/BALLFIELD USE

Baseball/Softball Game/Tournament Use:	
City Park ball fields	\$23.00 per game
Boise Creek Park ball fields	\$30.00 per game
4 fields– two day tournament	\$1,200
6 fields– two day tournament	\$1,450
Deposit per Tournament	\$200.00
General Use (non–baseball/softball game use) of Boise Creek Park:	
General use	\$11.00 per hour

City Parks Miscellaneous:

Schedule change	\$11.00 per notification
Schedule conflict	\$22.00 per occurrence
Resale items sold	Park Board Review/Approval
Use of lights at Boise Creek Park	\$21.00 per hour

Maintenance Fee Program for Ball Fields:

Field Prep	\$24.00
Deluxe Prep (includes batter's box, \$28.00 on-deck circle, base coach boxes, and/or portable mounds)	\$31.00

CITY PARKS FEE SCHEDULE CONTINUED

Cultural Programs	Indoor	Outdoor
Vendor – 6' x 10' space	\$35.00	\$25.00 - \$40.00
Vendor – 10' x 10' space	\$45.00	\$25.00 - \$45.00
"Roving" Vendor	\$15.00 - \$35.00	\$15.00 - \$35.00
Power (if available)	\$5.00/day	\$5.00/day
No Show Fee	\$20.00	\$20.00
Special Events		
Application fee	\$25.00	
Special event fee (after event approval)	\$100.00	
Special event additional services:		
	Public work staff	\$50.00/hr
	Police Officer (Police Scope Services Agreement)	Separate agreement (\$125.00/hr with a 4 hour minimum)
	Dumpsters (required for events over 200)	\$150.00/dumpster (\$35.00 for each additional dumps)

	Sani cans (required for events over 200)	outside contract and must provide proof of reservation
	Barricades (4 hours of labor for barricades, cones, etc)	\$50.00/hr X 4 hrs= \$200.00
	Street Sweeper (Required for parades and street fairs)	\$200.00/hr x ___ hrs = \$ _____
Parks –Other:	Non–Profit (501C3) Organization Use	Commercial Use
20' X 30' Canopy	Cost for delivery, set-up and take down: \$25/hr on weekdays \$50/hr on weekends and holidays	\$200.00 rental fee plus the cost of delivery, set-up and take down: \$25/hr on weekdays \$50/hr on weekends and holidays
10' X 20' Canopy		\$150.00 rental fee plus the cost of delivery, set-up and take down: \$25/hr on weekdays \$50/hr on weekends and holidays
15' – 4' X 8' Stage Sections		\$250.00 rental fee plus the cost of delivery, set-up and take down: \$25/hr on weekdays \$50/hr on weekends and holidays
Damage deposit	\$100.00	\$100.00

AQUATIC CENTER

A participant shall be charged a resident fee if:

1. The participant is a resident of the City of Enumclaw, or
2. If the participant owns real estate within the City of Enumclaw.

Facility Fee/Aquatics	Resident Fee	Non-Resident Fee
Pool rental – 25 or less	\$123.00	\$158.00
Pool rental – 26-60 people	\$158.00	\$192.00
Pool rental – 61-90 people	\$192.00	\$227.00
Pool rental – 91-120 people	\$227.00	\$261.00
Pool rental – 121-150 people	\$261.00	\$296.00
Party area – per ½ hr	\$16.25	\$19.00
Wibit toy rental per hour (entire toy)	\$93.00	\$117.00
1 hr Wibit Party Package (up to 25 people)	\$215.00	\$266.00
2 hr Wibit Party Package (up to 25 people)	\$382.00	\$467.00
School District pool rental per hour	\$81.50	N/A
ESD 2nd Graders per session	\$439.00	N/A
Special Olympics per hour	\$109.00	N/A
ESD inclusive Classes per hour	\$76.50	N/A
Swim Team rental per hour– entire pool	\$80.00	N/A
Discount Swim/Shower	\$3.75	\$4.75
Public Swim/Lap Swim/Water Walking – adult	\$7.25/1 hour 10 visits/\$65.00	\$8.75/1 hour 10 visits/\$79.00
Public Swim /Family Swim/Lap Swim/Water Walking– senior/youth/disabled/military	\$5.75/1 hour 10 visits/\$51.00	\$7.25/1 hour 10 visits/\$65.00
Family drop-in (public/family swim)	\$19.00/1 hour	\$23.00/1 hour
1 hour Drop-in senior/youth/disabled/military water exercise	\$7.25 10 visits/\$65.00	\$8.75 10 visits/\$79.00

AQUATIC CENTER FEE SCHEDULE CONTINUED

Facility Fee/Aquatics	Resident Fee	Non-Resident Fee
1 hr Drop-in adult water exercise	\$8.75 10 visits/\$79.00	\$10.00 10 visits/\$90.00
Locker rental – coin operated	\$0.25	\$0.25
Splash Passes:		
1 Month Splash senior/youth/disabled/ military pass	\$56.00	\$71.00
1 Month Splash adult pass	\$71.00	\$87.00
1 Month Splash family pass	\$139.00	\$163.00
1 year Splash senior/youth/disabled/military pass	\$221.00	\$290.00
1 year Splash adult pass	\$290.00	\$353.00
1 year Splash Family Pass	\$446.00	\$556.00
Exercise Passes:		
Exercise 1 month senior/youth/disabled/ military pass	\$71.00	\$87.00
Exercise 1 month adult pass	\$87.00	\$99.00
Exercise 1 year senior/youth/disabled/ military pass	\$365.00	\$435.00
Exercise 1 year adult pass	\$436.00	\$510.00
Swim Lessons:		
Swim Lesson per ½ hour preschool/youth	8 lessons/\$75.00	8 lessons/\$87.00
Swim Lesson per ½ hour parent/tot	8 lessons/\$58.00	8 lessons/\$70.00
Private Lesson per ½ hour	\$35.50	\$41.75
Semi-private Lesson ½ hour 2 students	\$29.00	\$35.50

CEMETERY

Extended land use – one-half of current lot price.

Lot Charges:

Infant	\$200
Cremation Lots	\$650
Sections 1 – 6	\$1,500
Specific Blocked View Lots In Section 5 and 6	\$1,000
Section 7 and 8 Lots, Excluding Upright Sections	\$2,500
Specific Upright Monument Area Lots In Section 7 and 8	\$3,500

Mausoleum Crypts:

First Level + Westminster (2 spaces)	\$6,900
Second Level	\$5,750
Third Level	\$5,750
Fourth Level	\$4,600

Mausoleum Niche – North Facing: Wall “A”

First Level – Single	\$1,375
First Level – Double	\$2,075
Second Level – Single	\$1,450
Second Level – Double	\$2,175
Third Level – Single	\$1,995
Third Level – Double	\$2,992
Fourth Level – Double	\$3,292
Fifth Level – Double	\$3,292

CEMETERY FEE SCHEDULE CONTINUED	
Sixth Level – Double	\$2,000
Seventh Level – Single	\$1,250
Seventh Level – Double	\$1,900
Eighth Level – Single	\$1,200
Eighth Level – Double	\$1,800
Mausoleum Niche – South Facing: Wall “B”	
First Level – Single	\$2,065
First Level – Double	\$3,120
Second Level – Single	\$2,175
Second Level – Double	\$3,265
Third Level – Single	\$2,995
Third Level – Double	\$4,492
Fourth Level – Single	\$2,995
Fourth Level – Double	\$4,492
Fifth Level – Single	\$2,795
Fifth Level – Double	\$4,192
Sixth Level – Single	\$2,100
Sixth Level – Double	\$3,150
Seventh Level – Single	\$1,875
Seventh Level – Double	\$2,850
Eighth Level – Single	\$1,800
Eighth Level – Double	\$2,700

SENIOR ACTIVITY CENTER

General Use: No admission charged for attendance

All day (eight hours)	\$300.00 per day
Hourly	\$40.00 per hour

Commercial Use: Admission is charged for attendance

All day (eight hours)	\$300.00 per day
Non-Profit (501C) Organization Use: Usage limited to one weekend per month	\$20.00 per hour
Kitchen Use (includes plate ware)	\$50.00 additional
Cleaning/damage deposit	\$200.00
Cancellation fee	\$25.00
Key deposit	\$50.00

POLICE DEPARTMENT

Animal License (issued at City Hall)	As per King County Ordinance
Fingerprinting	\$10.00 per card
Commitment fees: Contract Non-Contract	\$90.00 per day payable in advance \$110.00 per day payable in advance
Administrative Booking Fee	\$30.00
Concealed Pistol License:	
Original	\$49.25*
Renewal	\$32.00*
Charge for late renewal	\$42.00*
Replacement	\$10.00*
Process Service	\$20.00
Photocopying	See Miscellaneous fees
Duplication of photographs	See: Miscellaneous Fees
Audio and Video Tape Reproduction	See: Miscellaneous Fees
Scanned documents	See miscellaneous fees
Body-Worn Camera Video/Audio Redaction and Copying	\$1.00 per minute
Work Release (application fee)	\$25.00
Work Release	\$60.00/ day
Miscellaneous Review (Immigration checks, VISA letter, etc)	\$10.00
Police Impound Storage	\$40.00 per day

*As authorized under RCW 9.41.070 and future amendments.

PUBLIC WORKS DEPARTMENT

REVIEW AND INSPECTIONS

The costs of City review and inspection of infrastructure improvements including but not limited to sanitary sewer, water lines, pump station, street and storm water design and calculations shall be charged to the developer as follows:

City Staff review/inspection (engineer)	\$151.90 per hour (1 hour minimum charge)
City Staff review/inspection (technician)	\$134.54 per hour (1 hour minimum charge)
Consultant review/inspection/testing	Cost to the City plus \$25.00 per invoice
Right-of-way vacation	\$300.00

GAS UTILITY

Gas Account Deposit for Rentals:

Commercial	1/6 of annual amount billed for same or similar account
Residential Utility Deposits	1/6 of annual amount billed for same or similar account (if property owner is unwilling to sign a guarantee of payment)
Customer requested turn off and subsequent turn on	\$15.00
Reset meter removed at customer request	\$100.00
All work performed after hours	Minimum charge of two hours labor at time and one-half, double time on Sundays.

Natural Gas Rebate

Residential electric to gas conversion for hot water heating	Upon proof of conversion and inspection from the gas utility \$250.00 payment.
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Meter Deposit Fee for New Services:

250 size meter	\$474.85
425 size meter	\$994.25
630 size meter	\$1,485.99
1000 size meter	\$1573.00
> 1000 size meter	\$ cost plus 10%

SEWER UTILITY**Side Sewer:**

Permit fee (includes review, one inspection & as-built plan review & filing)	\$200.00
Re-inspection fee	\$25.00 each

STREETS**Right-of-Way Construction Permit:**

Permit fee (includes review and one inspection)	\$194.21
Re-inspection fees	\$134.54/hr
Performance guarantee for restoration	Min \$300.00 cash deposit or as required per EMC 12.18.065
Consultant review/inspection/testing	Cost to the City plus \$25.00 per invoice
Right-of-Way Use Permit	<p>Base Fee: \$120.00 original \$60.00 annual renewal</p> <p>Additional fee: 0-100 sq ft \$75 101-200 sq ft \$150 201-300 sq ft \$225</p> <p>\$100 for each 100 sq ft thereafter*</p> <p>*Fee Effective January 31, 2023</p>
Street sweeping and vactor cleaning fee	Actual time plus disposal costs, with 1-hour minimum

WATER UTILITY**Meter Setting Charge Where Service Already Installed to City Standard:**

Revenue and deduct meters, all sizes	Cost of meter plus 10% and \$75 installation fee
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Other New Services:	
5/8"	\$500.00 Deposit Deposit at time of service order plus all charges for actual time and materials payable before turn on
1"	\$700.00 Deposit At time of service order plus all charges for actual time and materials payable before turn on
1-1/2" & 2"	\$1500.00 Deposit At time of service order plus all charges for actual time and materials payable before turn on
WATER UTILITY CONTINUED	
All other meter sizes	Deposit of full amount estimated for time and materials at time of service order. Balance will be adjusted or invoiced on completion
Other Fees:	
Certificate of Water Availability	\$50.00
Fire Flow Tests	\$100.00 deposit plus time and materials
Unauthorized Turn-on Penalty/Tampering	\$100.00
Meter Testing Charge	Time and materials cost
All work performed after hours	Minimum charge of two hours labor at time and a half, double-time on Sundays.
Bulk water truck filling and hydrant meter rental permits	\$200.00 w/ measured volume billed at current inside City commercial rate
Deposit for rental of hydrant meter and/or H2O Neutralizer device	\$1500 deposit for each device
Remove/re-install water meters due to non payment or customer-requested meter removal	\$75.00
SOLID WASTE UTILITY	
32/64/96-gallon recycling cart, one-time mandatory fee for new residences	\$89.37/cart (collected at the time of building permit issuance)
20/32/64/96-gallon garbage cart, one-time fee for new accounts or change in service	\$89.38
Temporary 30-day dumpster rental	\$87.20

Tampering Fee – 20/32 gallon garbage cart (per EMC 8.12.180)	\$54.50
MISCELLANEOUS UTILITY	
Transfer of account	\$5.00
Interest rate on delinquent accounts	1% per month \$5.00 monthly minimum
Unpaid account turn-off penalty	\$25.00
MISCELLANEOUS UTILITY Continued	
Unpaid connection charge turn-off penalty	\$25.00
Mail/hand delivered turn-off notice	\$20.00
GRADING PERMITS (reviewed by Engineering Department)	
VOLUME RANGE (CUBIC YARDS (yd³))	FEE
99 or less	No fee
100 to 1,000	\$44.00 for the first 100 cubic yards, plus \$21.00 for each additional 100 cubic yards or fractions thereof up to and including 1,000 yd ³ , plus plan review fee
1,001 to 10,000	\$233.00 for the first 1,000 cubic yards, plus \$17.50 for each additional 1,000 cubic yards or fraction thereof up to and including 10,000 yd ³ , plus plan review fee
10,001 to 100,000	\$390.50 for the first 10,000 cubic yards, plus \$79.50 for each additional 10,000 cubic yards or fraction thereof up to and including 100,000 yd ³ , plus plan review fee
OTHER RELATED GRADING PERMITS	
Plan Review Fee	\$151.90 per hour (1 hr minimum charge)
Inspection outside of normal business hours	\$175.77 per hour (2 hr minimum charge)
Re-inspection Fee	\$134.54 per hour (1 hr minimum charge)
Inspections for which no fee is specifically indicated	\$134.54 per hour (1 hr minimum charge)

For the use of outside consultants for review and inspection or both	Actual Cost – Actual cost includes administrative and overhead costs
Additional review required by changes, additions, or revisions to approved plans	\$151.90 per hour (1 hr minimum charge)
For work commenced without first obtaining authorization or permit or both	Fee equal to the permit amount shall be paid along with the permit cost prior to a permit being issued

Section 2: Severability. If any provision of this resolution and/or the resolutions listed in the findings of fact above and/or Ordinance No. 1366 is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or the resolutions listed in the findings of fact above and/or Ordinance No. 1366 shall remain in force and affect.

Section 3: The Effective Date for the Right-of-Way Use Permit shall be January 31, 2023.

All other fees shall remain in full force and effect upon the passage of this Resolution.

PASSED IN REGULAR AND OPEN SESSION this ____ day of _____ 2023.

Jan Molinaro

Mayor

INTRODUCED _____

PASSED _____

APPROVED _____

Attested:

Jessica Rose
City Clerk

Approved as to Form:

Brett C. Vinson
City Attorney



City Council
AGENDA BILL

MEETING DATE: 01/09/2023

SUBJECT: ePlanSoft Multi-Year Agreement

CATEGORY: CONSENT

BUDGET IMPACT:	
Expenditure Budget:	<u>\$70,325.20 / 5YR</u>
Revenue Budget:	<u>\$70,325.20 / 5YR</u>
Proposed Budget Amendment:	<u>N/A</u>

RELATED ORDINANCE OR RESOLUTION NO.

ATTACHMENTS: Staff Report, Vendor Quote

STAFF CONTACT: Joe Nanavich, Information Services Director

SUMMARY/BACKGROUND: Since 2016, the Community Development and Public Works Departments have used PermitTrax software for managing permits. In 2020, we integrated ePlanSoft into our environment to perform plan review and markups. These two platforms have performed well, and users are happy with the efficiencies they have provided.

ePlanSoft has proposed an opportunity to engage in a 5-year agreement that limits price increases to 1%/year. This would mean the city would only see a 1% increase annually vs. 5% providing a savings of \$5,854.11 over 5 years.

RECOMMENDATIONS:
DATE SENT TO COMMITTEE: 01/09/2023 DATE RETURNED:
COUNCIL COMMITTEE: Community & Economic Development
STAFF: Joe Nanavich

As ePlanSoft is an established vendor with a proven ability to satisfy the needs of our departments, staff recommends approving the 5-year agreement at a savings of \$5854.11 to the city.

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

COUNCIL ACTION:

- APPROVED
- DENIED
- TABLED/DEFERRED/NO ACTION
- MOVED TO SECOND READING (ordinances only)

1ST reading	_____
Enactment reading	_____
ORDINANCE #	_____
RESOLUTION #	_____



INFORMATION SERVICES DEPARTMENT

TO: Mayor / City Council

FROM: Joe Nanavich, Information Services Director

DATE: December 23, 2022

SUBJECT: ePlanSoft Multi-Year Agreement

Background & Analysis:

Since 2016, the Community Development and Public Works Departments have used PermitTrax software for managing permits. In 2020, we integrated ePlanSoft into our environment to perform plan review and markups. These two platforms have performed well, and users are happy with the efficiencies they have provided.

ePlanSoft has proposed an opportunity to engage in a 5-year agreement that limits price increases to 1%/year. This would mean the city would only see a 1% increase annually vs. 5% providing a savings of \$5,854.11 over 5 years.

Recommendation:

As ePlanSoft is an established vendor with a proven ability to satisfy the needs of our departments, staff recommends approving the 5-year agreement at a savings of \$5854.11 to the city.

E-PLANSOFT SUBSCRIPTION TERMS AND CONDITIONS
MASTER LICENSING AGREEMENT

e-Plan, Inc. (“Licensor”) is a provider of electronic plan review software as a service (“EPR”). As used herein, “EPR” includes all of Licensor’s software products, including without limitation e-PlanREVIEW® and goPost™ Public Portal.

This non-exclusive Master Licensing Agreement (“MLA”), entered into between Licensor and The City of Enumclaw, WA (“Licensee”), governs Licensee’s use of the EPR.

Licensor and Licensee (“the Parties”) may enter into one or more separate agreements, Sales Orders, or other arrangements whereby Licensor will provide Licensee with a subscription to the EPR. In all cases, however, as to the EPR, the terms of this MLA shall control and prevail over any conflicting terms or conditions.

1.0. Contract Documents. Exhibit A “Software as a Service (SaaS) Service Level Agreement.” This MLA also incorporates any future Sales Orders entered into by the Parties during the term of this MLA.

2.0. Key Definitions

2.1. “Service” means, collectively, Licensor’s EPR and SaaS (software as a service) products, maintenance updates, online documentation, and technical support materials. The Service is provided to Licensee on the basis of a non-exclusive license only, and subject to the subscription terms set forth in the applicable Sales Order. No perpetual license is granted to Licensee when using Service.

2.2. “Sales Order” means any form of agreement, including without limitation a written contract, proposal, estimate, quote, renewal notification, or purchase order, pursuant to which Licensor provides Licensee with a subscription to the Service. For Licensee to obtain a valid subscription, the corresponding Sales Order must set forth a defined number of unique Users and a defined period of time in which the subscription will be in effect.

2.3. “User” or “Users” means individuals who are authorized by Licensee to use the Service, and who have been supplied unique user identifications and passwords.

2.4. “Licensee Data” means all electronic data or information submitted to and stored in the Service by Users.

3.0. Non-Exclusive License and Licensor Intellectual Property Rights. Licensee’s access to and use of the Service shall be on the basis of a non-exclusive license only. All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Licensor) are owned exclusively by Licensor. Except as provided in this MLA, the rights granted to Licensee do

- not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Licensee grants Licensor a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Licensee or any Users related to the operation or functionality of the Service. Any rights in the Service or Licensor's intellectual property not expressly granted herein by Licensor are reserved by Licensor. Licensee agrees not to display or use the Licensor trademarks, logos, and service marks in any manner without Licensor's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Marks") are the property of such third parties. Licensee is not permitted to use these Marks without the prior written consent of such Third-Party which may own the Mark.
- 4.0. Access to the Service by Designated Users.** Licensee will purchase a subscription to the Service for a particular number of Users, to be specified in the applicable Sales Order. Licensee will specify and assign a unique User name for each authorized User. Each User login is for the designated User only, and cannot be shared or used by more than one User.
- 4.1. Alterations to User Accounts.** If the Licensee chooses to deactivate a User account, create a new account for a new User, or re-activate an existing account, Licensee may do so as long as Licensee does not exceed the total number of authorized Users.
- 4.2. Unauthorized Access.** Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly notify Licensor of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.
- 4.3. Audit of Authorized Users.** Licensee will maintain reasonable business practices and records necessary to ensure that the number of Users is in compliance with this MLA and any applicable Sales Orders, and Licensor at its sole discretion reserves the right to request Licensee records to verify such compliance. The Licensee will notify Licensor if any additional Users will be added to use the Service. Licensee must obtain additional Sales Order(s), or a signed written modification to existing Sales Order(s), in order to increase the total number of authorized Users. If Licensor determines that Licensee has more Users than authorized, the fees for additional Users become immediately due.
- 5.0. General Terms of Service.** Licensee and its Users may only use the Service to perform electronic plan review, as advertised and outlined on Licensor's website. Licensee is responsible for all activities conducted under its User logins and for its Users' compliance with this MLA. Licensee's use of the Service will not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-

sharing of the Service. Licensee will not, and will not permit any third party within its control to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in Licensor's user guides; (b) access or use the Service to circumvent or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; (f) intentionally publish, post, upload or otherwise transmit Licensee Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Licensee will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Licensee will not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Licensee will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Licensee will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this MLA, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Service by any means other than through the interfaces that are provided by Licensor. Licensee will not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, User names, passwords, and/or secure cookies. Licensee will not in any way express or imply that any opinions contained in Licensee's Electronic Communications are endorsed by Licensor. Licensee will ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this MLA. Any action or breach by any of such User will be deemed an action or breach by Licensee.

6.0. Transmission, Maintenance, and Confidentiality of Data

6.1. Transmission of Data. Licensee understands that the technical processing and transmission of Licensee's Electronic Communications (including any transfer of

signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service) is fundamentally necessary to use the Service. Licensee is responsible for securing DSL, cable or another highspeed Internet connection and up-to-date “browser” software to utilize the Service. Licensee expressly consents to Licensor’s interception and storage of Electronic Communications and/or Licensee Data, and Licensee acknowledges and understands that Licensee’s Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Licensor. Licensee further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Licensor is not responsible for any Electronic Communications and/or Licensee Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Licensor, including, but not limited to, the Internet and Licensee’s local network. Licensee will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Licensee Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Licensee’s account. Licensor will act as though any Electronic Communications it receives under Licensee’s passwords, user name, and/or account number will have been sent by Licensee.

6.2. Licensee Data

- 6.2.1.** As between Licensor and Licensee, all title and intellectual property rights in and to the Licensee Data is owned exclusively by Licensee. Licensee agrees that Licensor may use Licensee data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Licensee’s data.
- 6.2.2.** Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data.
- 6.2.3.** Following expiration or termination of any Sales Order and/or this MLA, Licensor may immediately deactivate the applicable Licensee account(s) and will be entitled to delete such Licensee account(s) from Licensor’s “live” site following a forty (40) day period, after which Licensor will not be liable to Licensee nor to any third party for any termination of Licensee access to the Service or deletion of Licensee Data.

- 6.3. HIPAA.** Licensee agrees that: (i) Licensor is not acting on Licensee’s behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store,

maintain, process or transmit protected health information (“PHI”) and (iii) the Service will not be used in any manner that would require Licensor or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented (“HIPAA”). In the preceding sentence, the terms “Business Associate,” “subcontractor,” “protected” health information” or “PHI” will have the meanings described in HIPAA.

7.0. Modifications and Discontinuation of Service

7.1. To the Service. Licensor may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Licensee of any material modifications. Licensor reserves the right to discontinue offering the Service at the conclusion of Licensee’s then current subscription term for such Service. Licensor will not be liable to Licensee nor to any third party for any modification of the Service as described in this section.

7.2. To Applicable Terms. If Licensor makes a material change to any applicable terms of this MLA or a Sales Order, then Licensor will notify Licensee by either sending an email to the notification email address or posting a notice to the administrator in Licensee’s account. If the change has a material adverse impact on Licensee and Licensee does not agree to the change, Licensee must so notify Licensor via mchegini@eplansoft.com within thirty (30) days after receiving notice of the change. If Licensee notifies Licensor as required, then Licensee will remain governed by the terms in effect immediately prior to the change until the end of the then current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under Licensor’s then current version of this MLA.

7.3. Suspension for Ongoing Harm. Licensor may with reasonably contemporaneous telephonic notice to Licensee suspend access to the Service if Licensor reasonably concludes that Licensee’s Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Licensee’s Service is causing immediate, material and ongoing harm to Licensor or others. In the extraordinary event that Licensor suspends access to the Service, Licensor will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Licensee to resolve the issues causing the suspension of Service. Licensee agrees that Licensor will not be liable to Licensee nor to any third party for any suspension of the Service under such circumstances as described in this section.

8.0. Third-Party Applications. “Third-Party Applications” include applications, integrations, services, or implementation, customization and other consulting services related thereto, that interoperate with the Service and are provided by a party other than Licensor. Licensor or Third-Party providers may offer Third-Party Applications through the Service or otherwise related to Licensee’s use of the Service. Except as expressly set

forth in the applicable Sales Order, Licensor does not warrant any such Third-Party Applications, regardless of whether or not such Third-Party Applications are provided by a Third Party that is a member of a Licensor partner program or otherwise designated by Licensor as "Built For Licensor," "certified," "approved" or "recommended." Any procurement by Licensee of such Third-Party Applications or services is solely between Licensee and the applicable Third-Party provider. Licensee may not use Third-Party Applications to enter and/or submit transactions to be processed and/or stored in the Service, unless Licensee has procured a subscription to the Service for such use and access. Licensor is not responsible for any aspect of Third-Party Applications that Licensee may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Licensee installs or enables Third-Party Applications for use with the Service, Licensee agrees that Licensor may enable such Third-Party providers to access Licensee Data as required for the interoperation of such Third-Party Applications with the Service, and any exchange of data or other interaction between Licensee and a Third-Party provider is solely between Licensee and such Third-Party provider pursuant to a separate privacy policy or other terms governing Licensee's access to or use of the Third-Party Applications. Licensor will not be responsible for any disclosure, modification or deletion of Licensee Data resulting from any such access by Third-Party Applications or Third-Party providers. No procurement of Third-Party Applications is required to use the Service. If Licensee was referred to Licensor by a member of one of Licensor's partner programs, Licensee hereby authorizes Licensor to provide such member or its successor entity with access to Licensor's business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

9.0. Indemnification for Claims Concerning Licensor and Licensee Intellectual Property.

9.1. Infringement. Licensor will, at its own expense, defend Licensee from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets, and will indemnify Licensee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. However, Licensor will have no liability for, or duty to defend or indemnify Licensee against, Claims to the extent arising from (a) use of the Service in violation of this MLA or applicable law, (b) use of the Service after Licensor notifies Licensee to discontinue use because of an infringement claim, (c) modifications to the Service not made by Licensor or made by Licensor based on Licensee specifications or requirements, (d) use of the Service in combination with any non-Licensor software, application or service, or (e) services offered by Licensee or revenue earned by Licensee for such services. If a Claim of infringement as set forth above is brought or threatened, Licensor may, at its sole option and expense, use commercially reasonable efforts to (a) procure a license that will protect Licensee against such Claim without cost to Licensee;

(b) modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this MLA and refund to the Licensee a pro-rata refund of the subscription fees paid for under any applicable Sales Orders for the terminated portion of the term. The rights and remedies granted Licensee under this Section 8.1 state Licensor's entire liability, and Licensee's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

- 9.2. Licensee's Indemnity.** To the fullest extent permitted by law, Licensee will, at its own expense, defend Licensor from and against any and all Claims (i) alleging that the Licensee Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, or (ii) arising out of Licensee's breach of this MLA, and will indemnify Licensor from and against liability for any Losses to the extent based upon such Claims.
- 9.3. Indemnification Procedures and Survival.** In the event of a Claim within the purview of these indemnification provisions, the indemnitee shall control its own defense, and at the time of Claim resolution the indemnitor shall reimburse the indemnitee for those attorney fees and other defense costs reasonably incurred in that defense. To the extent that the indemnitee may incur fees and costs in the defense of claims other than a covered Claim, the indemnitor shall have no responsibility for such costs. The indemnification obligations contained in this section will survive for one year after termination or expiration of this MLA.
- 10.0. U.S. Government Rights.** The Service is a "commercial item" as that term is defined at FAR 2.101. If Licensee or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Licensor provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this MLA; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this MLA. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as set forth in this MLA. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be

effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this MLA.

11.0. Termination for Cause, Expiration. Either party may immediately terminate this MLA and all applicable Sales Orders in the event the other party commits a material breach of any provision of this MLA which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this MLA (or such other address that may be provided pursuant to this MLA). Upon termination or expiration of this MLA, Licensee will have no rights to continue use of the Service. If this MLA is terminated by Licensee for any reason other than a termination expressly permitted by this MLA, then Licensor will be entitled to all of the fees due under any applicable Sales Orders for the entire term. If this MLA is terminated as a result of Licensor's breach of this MLA, then Licensee will be entitled to a refund of the pro rata portion of any subscription fees paid by Licensee to Licensor under any applicable Sales Orders for the terminated portion of the term.

12.0. General Provisions on the Integrity of this MLA. Except as otherwise provided herein, this MLA may only be amended or modified via a writing signed by both Parties. If any term or provision of this MLA is found to be invalid or unenforceable by a court of competent jurisdiction, such term or provision will be severed from the remainder of the MLA, which will otherwise remain in full force and effect. No waiver of any provision of this MLA will be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights hereunder. The waiver by either party of a breach or right under this MLA will not constitute a waiver of any subsequent breach or right. This MLA will be governed by, and construed in accordance with, the substantive laws of the State of California without regard to conflict of law principles. The federal and state courts situated in Orange County, California will be the exclusive venue for the resolution of all disputes related to this MLA. The substantially prevailing party in any dispute arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this MLA in its entirety, and any related Sales Orders, without consent of the other party, to an affiliate (defined as any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this MLA, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party) or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this MLA and any related Sales Order/subscription upon written notice to the assigning party. In the event of such a



termination, Licensor will refund to Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this MLA shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns; however, unless expressly stated otherwise, nothing herein is intended to benefit or create any rights in any third parties. As of the effective date of this MLA, this MLA sets forth the entire understanding between the Parties, subject only to subsequently agreed-to Sales Orders, and supersedes all prior agreements, representations, or promises, written or oral, with respect to the EPR.

This MLA is entered into, and effective as of January 17, 2023, by and between e-PlanSoft, a California Corporation with its principal place of business at 111 Pacifica, Suite 100 Irvine, CA 92618 (“Licensor”) and, City of Enumclaw, WA (“Licensee”), with its principal place of business located at 1309 Myrtle Avenue, Enumclaw, WA 98022.

The individual signing this MLA on behalf of Licensee represents and warrants that he / she is authorized to enter into such agreement on behalf of Licensee.

_____ Licensee	_____ e-PlanSoft
_____ Full name	_____ Paula Montoya Full name
_____ Title	_____ COO Title
_____ Signature	_____ Signature
_____ Date	_____ Date

EXHIBIT A: SOFTWARE AS A SERVICE (SaaS) SERVICE LEVEL AGREEMENT

e-PlanSoft (“The Company”) agrees to provide 99.5% uptime with respect to the Client’s Hosted Service during each calendar quarter for the term of service excluding regularly scheduled maintenance times for eplansoft REVIEW (EPR) and *goPost* Customer Portal.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least four (4) business days in advance. Regularly scheduled maintenance time will occur on the weekends or off the hours on weekdays. The Company hereby provides advanced Notice for routine scheduled maintenance as needed.

The Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Client in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates/Notice

This Service Level Agreement may be amended by The Company, in its discretion, but only after providing thirty (30) day notice. Notices will be sufficient if provided to a user designated as an administrator of your account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Client’s account.

Exclusion of Sandbox and Beta Accounts

Product sandbox, beta, pilot and debugger and other test environments are expressly excluded from this or any other service level commitment.

Support Hours

Client support is available Monday-Friday’s from 5am -6pm Pacific, excluding holidays.

Live-Production Incident Handling – Standard Support

The following incident handling and time frames are applicable to live-production environments only. Client will designate personnel who will interface with The Company’s Client Support Department.

1. On Line Self Support: The Company will provide to Client at no expense an online Knowledge Base and Online Self Support Site where Client may research issues and questions, report maintenance incidents and receive information regarding new releases and patches.
2. Incident Handling: The Company will provide an incident handling mechanism for Client maintenance requests. The incident handling process will include the following:
 - a. Access to the e-PlanSoft online ticketing system.
 - b. All support tickets and bug reports will be recorded in the ticketing system.
 - c. The Company will only respond to incidents reported via the online ticketing system.

- d. Client will receive an e-mail with the assigned ticket number.
- e. Bug Ticket Priority and Severity will be determined by the definitions below.
- f. Support Tickets will be responded to in the order received. Initial confirmation response will occur within an Hour
- g. Enhancement Requests will be responded to in the order received. Initial confirmation response will occur within an hour. Enhancement requests are each evaluated and determined for feasibility within the products. Not all enhancement requests are implemented.

3. Bug Handling: A priority is assigned to a specific bug ticket which therefore sets the order, timing and level of effort in resolving a case:

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - Critical	Critical bug occurring on production system preventing business operations. <u>A large number of users</u> are prevented from working with no reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated or provided there is an client representative available to assist with issue diagnosis and testing during the resolution process.
Level 2 - High	Major bug occurring on production system severely impacting business. A large number of users are impacted by issue, but they are still able to work in a limited capacity.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 2 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.
Level 3 - Medium	A bug causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 5 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.
Level 4 - Low	A bug occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 7 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Definitions:

Bug - A software bug is a flaw, failure, error or fault in a computer software or system that causes it to return unexpected or incorrect results.

Enhancement Request - A enhancement request is for additional product functionality or changed behavior beyond the current intended behavior of the Maintained Software.

Technical Support - General software support (How to) for the e-PlanSoft software products that are not bugs or enhancement requests.

Primary Customer Contact:

Bill To: Enumclaw, WA
 Name: Joe Nanavich
 Address: 1309 Myrtle Ave., Enumclaw, WA 98022

Contact: Chris Pasinetti
 Email: cpasinetti@ci.enumclaw.wa.us
 Phone: 360-615-5726

Order Form Effective Date: Date of Signature

Term: The term is five (5) years following the Order Form Effective Date. Thereafter, the term of this Order Form automatically renews for successive one year periods, each commencing with an anniversary of the Order Form Effective Date ("**Renewal Periods**"), unless either party notifies the other of its intent not to renew at least 90 days prior to the start of any Renewal Period.

Payment Terms: Due upon execution of this Order Form.

Purchase Order Information: Is a Purchase Order (PO) required for the purchase or payment of the Products and Services listed on this order form? (Customer to complete)

- No
- Yes – Please complete below

PO Number:
 PO Amount:

FEE SCHEDULE:

Year	Item	Quantity	Unit Price	Total
1	Annual Subscription	13	\$1060.50	\$13,786.50
2	Annual Subscription	13	\$1,071.11	\$13,924.37
3	Annual Subscription	13	\$1,081.82	\$14,063.67
4	Annual Subscription	13	\$1,092.64	\$14,204.30
5	Annual Subscription	13	\$1,103.57	\$14,346.36



Enumclaw, WA

Quote created: December 6, 2022

Quote expires: February 4, 2023

Quote created by: Kellie Gilles

Chris Pasinetti

cpasinetti@ci.enumclaw.wa.us

kellie@eplansoft.com

(360) 615-5726

Products & Services

Item & Description	Quantity	Unit Price	Discount/Proration	Total	Te
e-PlanREVIEW (Full named License) Single Named User License	13	\$1,060.50 /year		\$13,786.50 /year for 1 year	
e-PlanREVIEW (Admin License) Admin User License	3	\$0.00 /year		\$0.00 /year for 1 year	

Subtotals

Annual subtotal \$13,786.50

Total **\$13,786.50**

Terms

- This Quote is governed by the e-PlanSoft Master Services Agreement.
- Subscription License fees are charged annually and include cloud hosting, feature releases, product updates, user documentation, telephone, email, and online support.
- Subscription License Fees are subject to an annual adjustment of 1%.
- Subscription fees and escalation rate can be adjusted based on multiyear term agreements and or pre-paid annual fees.
- Subscription fees are due at time of signing.
- Professional services fees due based on Payment Schedule contained in SOW
- Travel expenses & Per Diem billed at Cost.

Questions? Contact me



Kellie Gilles

kellie@eplansoft.com

ePlanSoft

111 Pacifica

Suite 100

Irvine, CA 92618

United States

15.14.080 Substantive authority.

- A. The policies and goals set forth in this chapter are supplementary to those in the existing authorization of the city of Enumclaw.
- B. The city may attach conditions to a permit or approval for a proposal so long as:
1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this chapter; and
 2. Such conditions are in writing; and
 3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and
 4. The city has considered whether other local, state, or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and
 5. Such conditions are based on one or more policies in subsection D of this section and cited in the license or other decision document.
- C. The city may deny a permit or approval for a proposal on the basis of SEPA so long as:
1. A finding is made that approving the proposal would result in probable significant adverse environmental impacts that are identified in a FEIS or final SEIS prepared pursuant to this chapter; and
 2. A finding is made that there are no reasonable mitigation measures capable of being accomplished that are sufficient to mitigate the identified impact; and
 3. The denial is based on one or more policies identified in subsection D of this section and identified in writing in the decision document.
- D. The city designates and adopts by reference the following policies as the basis for the city's exercise of authority pursuant to this section:
1. The city shall use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate plans, functions, programs, and resources to the end that the state and its citizens may:
 - a. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;

- b. Assure for all people of Washington safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
- c. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
- d. Preserve important historic, cultural, and natural aspects of our national heritage;
- e. Maintain, wherever possible, an environment which supports diversity and variety of individual choice;
- f. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
- g. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.

2. The city adopts by reference the policies in the following city documents:

- a. The Enumclaw Municipal Code.
- b. The Enumclaw comprehensive plan.
- c. The shoreline management master program.
- d. City of Enumclaw policies, design standards and studies.
- e. City of Enumclaw General sewer system plan.
- f. The King County countywide policies.
- g. The King County shoreline management master program.
- h. City of Enumclaw Parks & Open Space Plan.
- i. King County Fire District 28 Capital Improvement Plan
- j. Enumclaw School District Capital Facilities Plan
- k. Stormwater Comprehensive Plan
- l. Resolution No. 1399 – Green House Gas Emission Reduction Policy
- m. Natural Gas System Plan and Long-Range Investment Plan.

- n. Enumclaw Strategic Plan for Economic Development
- o. City of Enumclaw Water Systems Plan
- p. Attachment C to King County Ordinance 17487. Technical Appendix B to 2021 Comprehensive Plan
- q. PSRC Regional Plan.
- r. City of Enumclaw Transportation Improvement Plan
- s. City of Enumclaw Franchises and Easement Agreements

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