



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, February 1, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

- A.** Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- B.** Discussion – Brush Cutter Purchase
- C.** Discussion – Ordinance – Title 18 – Noise Code Amendments
- D.** Discussion – Ordinance – Title 14 and Title 18 – GIS Coverage Layers for Critical Areas and Zoning
- E.** Discussion – Resolution – Reinvestment
- F.** Discussion – Resolution – East Pierce Fire & Rescue – ILA Fire Marshall Services

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Brush Cutter Purchase	Agenda Item #: 2.B
	For Agenda of: 2/1/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. Pierce County Surplus Approval 2. Sale of 2127 to Edgewood 3. PO 2022004	
Approval of Materials: Jeremy Metzler Rachel Pitzel 1/27/2022 Dave Gray 1/27/2022 Daryl Eidinger 1/28/2022	Expenditure Required: \$37,000 plus applicable taxes and fees
	Amount Budgeted: \$205,000 (all equipment budget)
	Timeline: 02/01/2022 SS 02/08/2022 RCM

Summary Statement:

Pierce County Public Works (PCPW) has performed roadside vegetation maintenance since Edgewood's incorporation, following the terms of our Interlocal Agreement and at the request of City staff. PCPW recently retired their fleet of John Deere tractors, transitioning to another brand of equipment. City staff has observed the John Deere equipment is capable of trimming vegetation on steep slopes with a lesser impact to traffic flow (i.e., can work within a smaller footprint), and for that reason sees value in retaining at least one of the PCPW John Deere fleet to continue performing vegetation maintenance in Edgewood. RCW 39.33 allows an agency to transfer surplus property to another local government entity without putting the property up for bid or auction.

Attached for Council's consideration are the surplus approval by PCPW, a draft Letter of Sale for the John Deere Equipment, and a draft Purchase Order for Council's consideration.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Brush Cutter Purchase

Fiscal Note/Consideration:

Owning this piece of equipment will result in new ongoing operation and maintenance costs, but these costs are anticipated to be similar to those experienced when PCPW performs roadside vegetation maintenance at

the City's request.

From: Bekah Niehl <notifications@cognitofrms.com>
Sent: Wednesday, December 29, 2021 8:57 AM
To: Bret Fisher
Subject: Disposal/Transfer Request

Bekah Niehl

Disposal/Transfer Request

Surplus form 346 has been approved. Please see the information below.

Entry Details

Type of Property to be Disposed

CHOOSE ONE

Personal Property (moveable, tangible)

General Information

DEPARTMENT

Planning and Public Works

DATE

12/26/2021

REQUESTER'S NAME

Bret Fisher

EMAIL

bret.fisher@piercecounitywa.gov

POINT OF CONTACT

Bret Fisher

PHONE

(253) 798-2550

PHYSICAL LOCATION OF PROPERTY

4812 196th St E Spanaway Wa 98387

DISPOSAL OR TRANSFER

Sale (i.e. Auction)

Sale

Item 1

YEAR

2012

BRAND - MAKE - MODEL

John Deere 6330

ITEM DESCRIPTION

Four wheel drive Agriculture tractor with brush cutter attachment.

DOES THIS ITEM HAVE AN ASSET NUMBER?

Yes

ASSET NUMBER

007685/007686

NET BOOK VALUE

\$37,000

Authorization

I HEREBY DECLARE THE PROPERTY LISTED AS SURPLUS TO THE NEEDS OF THE DEPARTMENT.

Yes

NAME OF DIVISION MANAGER

Bret Fisher

Surplus Review & Approval

To be completed by Surplus Manager 1

DEPARTMENT

Planning and Public Works

STATUS

Reviewed

APPROVED BY PURCHASING AGENT

Yes

APPROVED DATE

12/28/2021

SENT TO ACCOUNTING

Yes

DATE SENT TO ACCT

12/29/2021

SURPLUS ITEMS ARE:

Auction

ITEMS SOLD AT AUCTION

No

ADDITIONAL INFORMATION

12/29 approved for auction; contacted JGM



4812 196th Street East
Spanaway, Washington 98387-6710
piercecountywa.gov/ppw

January 20, 2022

The Pierce County Planning and Public Works Department, Equipment Services Section agrees to sell a John Deere 6330 Tractor to City of Edgewood for the amount of \$37,000.00.

Equipment Description:

Make/Model: John Deere 6330

Vin: L06330G728251

Description: JD green tractor with brush cutter flail head, approx. meter of 5610 hours

Sale Price: \$37,000.00

Purchaser Information:

Name: City of Edgewood

Address: 2224 104th Ave E
Edgewood WA 98372

Contact: Jeremy Metzler, Public Works Director

Applicable taxes and fees, if any, will be paid by City of Edgewood when transferring registration of the vehicle with State of Washington.

This document confirms the sale by Pierce County Planning and Public Works.

The vehicle is being sold 'as is', whereas, and with all faults and with no warranty implied.

PPW Equipment Services

City of Edgewood

cc: Purchasing Agent
Bekah Niehl
file

CONTACT/CONFIRMATION INFORMATION:

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City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Ordinance – Title 18 – Noise Code Amendments	Agenda Item #: 2.C
	For Agenda of: 2/1/2022
	Prepared by: Darren Groth
Attachments (list): 1. Attachment 1_ Draft Ordinance - with Exhibits	
Approval of Materials: Darren Groth Rachel Pitzel 1/27/2022 Dave Gray 1/27/2022 Daryl Eidingen 1/28/2022	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 01/18/2022: Initial SS Discussion 01/25/2022: RCM Public Hearing 02/01/2022: Follow Up SS 02/08/2022: RCM Final Action

Summary Statement:

The Edgewood Police Department is currently tasked with enforcing noise violations in the City of Edgewood using Pierce County Code (PCC) 8.76. The existing PCC is overly complicated, requiring the use of calibrated sound measuring devices, various decibel levels in various zones, and a one-hour sound measurement by law enforcement. The drafted changes are modeled after local municipalities that use time-of-day constraints and noise audible at specified distances in lieu of continuing the requirement for decibel readings.

Following the public hearing and in response to the first study session conversation, two minor language revisions are included in the attached ordinance. The first is the addition of the phrase "or other man-made sounds or other artificially created noises" in Subsection 8.20.020.B.3. The prior list included certain man-made sounds, but the study session discussion mentioned possible scenarios that may not be included in the prior list, so this proposed language revision may relieve the concerns shared on January 18. The second item adds the word 'speakers' to Subsection 8.20.020.B.6. Several items listed in the previous version may be dated references, so the revised language should more clearly include Bluetooth speakers or other more modern sources.

Item History:

On November 16, 2021, City Council remanded the drafted code changes to the Planning Commission to further vet and make a recommendation back to City Council.

On December 13, 2021, the Planning Commission discussed the impacts that the proposed code changes will have on businesses in Town Center and along the Meridian Corridor, residents in single-family neighborhoods, and the enforcement of noise pollution in Edgewood. The Commission expressed interest in evaluating the code changes one year after they go into effect to assess any impacts that they have had.

On January 10, 2022, the Planning Commission held a Public Hearing on the proposed code changes and

recommended approval by a 5-2 vote. The draft (unsigned) Planning Commission recommendation is attached as Exhibit 2.

On January 18, 2022, City Council held an initial study session discussion following the Planning Commission recommendation.

On January 25, City Council held a public hearing regarding the proposed code amendments. No additional input was received from the public.

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Ordinance – Title 18 – Noise Code Amendments

Fiscal Note/Consideration:

ORDINANCE NO. 22-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, ADDING NEW CHAPTER 8.20 AND AMENDING CHAPTERS 8.05, 8.09, 12.10, 18.90, AND 18.100 OF THE EDGEWOOD MUNICIPAL CODE RELATED TO NOISE POLLUTION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 70A.20 RCW, the Noise Control Act of 1974, empowers the State of Washington Department of Ecology (Ecology) to establish standards relating to maximum environmental noise levels; and

WHEREAS, Ecology has identified that noise pollution is regulated by local governments and while Ecology does not have authority to enforce noise pollution laws and ordinances, they have provided laws and rules related to noise in Chapters 173-58, 173-60, and 173-62 WAC; and

WHEREAS, cities are allowed to adopt all of Ecology's rules, Sections of Ecology's rules, Sections of Ecology's rules along with standards written by the local government, or standards that are different from those in Ecology's rules, if submitted to Ecology and approved; and

WHEREAS, the City of Edgewood submitted the proposed rules to Ecology and on January 13, 2022, Ecology responded with no comments on the proposed noise ordinance amendments and Ecology's review period of the City of Edgewood noise ordinance is completed; and

WHEREAS, the City's Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(19); and

WHEREAS, on December 1, 2021, the City sent a draft of this Ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106; and

WHEREAS, on January 10, 2022, the City's Planning Commission held a public hearing on this Ordinance and sent its recommendation to the City Council; and

WHEREAS, on January 18, 2022, the Edgewood City Council considered this draft Ordinance in a study session; and

WHEREAS, on January 25, 2022, the Edgewood City Council held a public hearing on this Ordinance; and

WHEREAS, on February 1, 2022, the Edgewood City Council considered this draft Ordinance in a study session; and

WHEREAS, on February 8, 2022, the Edgewood City Council took final action on this Ordinance during its regular meeting; and

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

Section 1. EMC Chapter 8.20, Added. New Chapter 8.20, Noise Pollution, is hereby added to the Edgewood Municipal Code as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC Section 8.05.050, Amended. Edgewood Municipal Code Section 8.05.050, PCC sections and chapters not adopted, is hereby amended to read as shown in Exhibit B, attached hereto and incorporated herein by this reference.

Section 3. EMC Section 8.09.020, Amended. Edgewood Municipal Code Section 8.09.020, Definitions, is hereby amended to read as shown in Exhibit C, attached hereto and incorporated herein by this reference.

Section 4. EMC Section 12.10.050, Amended. Edgewood Municipal Code Section 12.10.050, Prohibited activities, is hereby amended to read as shown in Exhibit D, attached hereto and incorporated herein by this reference.

Section 5. EMC Section 12.10.080, Amended. Edgewood Municipal Code Section 12.10.080, Violation-Penalty of the are hereby amended to read as shown in Exhibit E, attached hereto and incorporated herein by this reference.

Section 6. EMC Section 18.90.140, Amended. Edgewood Municipal Code Section 18.90.140, Performance standards, is hereby amended to read as shown in Exhibit F, attached hereto and incorporated herein by this reference.

Section 7. EMC Section 18.100.110, Amended. Edgewood Municipal Code Section 18.100.110, Wireless communications facilities, is hereby amended to read as shown in Exhibit G, attached hereto and incorporated herein by this reference.

Section 8. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 9. 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.

PASSED BY THE CITY COUNCIL ON THE 8TH DAY OF FEBRUARY 2022

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication:
Effective Date:

DRAFT

Exhibit A New Code

Title 8 | HEALTH AND SAFETY Chapter 8.20, Noise Pollution

8.20.010 Purpose.

The City Council has found that inadequately controlled noise may adversely affect the health, safety, and general welfare of people, the value of property, and the quality of the environment. The purpose of this chapter is to minimize the exposure of residents and visitors to the harmful physiological and psychological effects of excessive noise by limiting noise pollution in a manner that promotes commerce; the use, value, and enjoyment of property; sleep and repose; and the quality of the environment.

8.20.020 Noise Pollution.

A. General Prohibition. It is unlawful for any person to cause or for any person who owns or occupies property to allow to originate from the property sound that is a public disturbance noise.

B. Public Disturbances. The following sounds are public disturbance noises in violation of this chapter:

1. The frequent, repetitive, or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;
2. The creation of frequent, repetitive, or continuous sounds in connection with the starting, operation, repair, rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, or other internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace and comfort of owners or occupants of real property;
3. Yelling, shouting, whistling, singing, or other man-made sounds or other artificially created noises on or near public streets, particularly between the hours of 10:00 p.m. and 7:00 a.m., or at any time and place as to unreasonably disturb or interfere with the peace and comfort of owners or occupants of real property;
4. The creation of frequent, repetitive, or continuous sounds which emanate from any building, structure, apartment, or condominium, which unreasonably disturb or interfere with the peace and comfort of owners or occupants of real property, such as sounds from musical instruments, audio sound systems, band sessions, or social gatherings, so as to be audible greater than 100 feet of the source;
5. Sound from motor vehicle audio sound systems, such as tape players, radios, or compact disc players, operated at a volume so as to be audible greater than 50 feet from the vehicle itself;
6. Sound from portable audio equipment, such as tape players, speakers, radios, or compact disc players, operated at a volume so as to be audible greater than 50 feet from the source when not operated upon the property of the operator, and if operated on the property of the operator, then so as to be audible greater than 50 feet from the boundary of the property;
7. The squealing, screeching, or other such sounds from motor vehicle tires in contact with the ground or other surface because of rapid acceleration, braking, excessive speed around corners, or any other reason, except for sounds resulting from actions necessary to avoid danger;
8. Land development and construction activity noise generated by activities regulated by EMC Titles 12-16, 18, and 20, except as authorized by EMC 18.90.140(G);
9. Sounds originating from residential property relating to temporary projects performed by the homeowner for the maintenance or repair of homes, grounds, or appurtenances, including but not limited to sounds

from lawnmowers, powered hand tools, snow removal equipment, or any other power motorized equipment before 7:00 a.m. and after 10:00 p.m. on weekdays and before 8:00 a.m. and after 10:00 p.m. on weekend days; or

10. Continuing and/or ongoing sounds from motor vehicles including but not limited to engine sounds, horn sounds, hydraulic or air break sounds, or other equipment located on the motor vehicle or attached trailer, audible more than 25 feet away from the vehicle located on or in the vicinity of residential property, which sounds unreasonably cause the annoyance or disturbance of two or more neighbors not residing at the same address, except for to warn of danger or emergencies. For the purposes of this section, such sounds after 10:00 p.m. and before 7:00 a.m. on weekdays or after 10:00 p.m. and before 8:00 a.m. on weekend days shall be presumed to be a public disturbance noise.

C. Exemptions. EMC Chapter 8.20 shall not apply to the following activities.

1. Community and special events subject to an approved permit.

2. Fireworks lawfully discharged within the city.

3. Public safety training activities and the sirens or other warning devices, either on emergency vehicles operated by agencies such as fire departments, police departments, or ambulance services, or stationary devices for warning the general public of threats such as those from natural occurrences such as lahars, necessary in the interests of law enforcement or for the health, safety, or welfare of the community.

4. The performance of emergency work for the immediate safety, health, or welfare of the community or individuals of the community to restore property to a safe condition.

5. Equipment, tools, generators, or other devices used during emergency situations and the associated work performed for the duration of the emergency.

8.20.030 Enforcement.

The Mayor, or designee, and any law enforcement officer are authorized to enforce the Chapter.

8.20.040 Violation – Penalty.

Any person who violates the provisions of this chapter shall be subject to issuance of a civil infraction and a civil penalty of up to \$250.00; provided, that the penalty for a second or subsequent violation within any two-year period shall be a civil penalty of up to \$500.00.

Exhibit B

8.05.050 PCC sections and chapters not adopted.

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

- A. ~~PCC 8.72.090(A);~~ Chapter 8.72 PCC (Motor Vehicle, Public Disturbance, and Public Nuisance Noise);
- B. Chapter 8.08 PCC (Public Nuisances); and
- C. Chapter 8.09 PCC (Chronic Nuisance Properties).

DRAFT

Exhibit C

8.09.020 Definitions.

[All other definitions unchanged. Logistical directions only, red text not codified]

“Nuisance” or “Nuisance activity” means and includes:

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

Exhibit D

12.10.050 Prohibited activities.

The following activities are unlawful within city parks:

[A-H unchanged. Logistical directions only, red text not codified]

I. Noise. No person shall make any public disturbance noise or public nuisance noise as defined in EMC Chapter 8.20 ~~Chapter 8.72 of the Pierce County Code~~.

[J-P unchanged. Logistical directions only, red text not codified]

DRAFT

Exhibit E

12.10.080 Violation – Penalty.

[A-D unchanged. Logistical directions only, red text not codified]

E. Violations of EMC 12.10.050(I) (“Noise”) shall be punished as set forth in ~~EMC Chapter 8.20-Pierce County Code Section 8.72.130, which provides that the first violation is a class 3 civil infraction under RCW 7.80.120 (\$50.00), the second violation is a class 2 civil infraction under RCW 7.80.120 (\$125.00) and the third violation is a class 1 civil infraction under RCW 7.80.120 (\$250.00) (all of these amounts do not include statutory assessments).~~

[F-K unchanged. Logistical directions only, red text not codified]

DRAFT

Exhibit F

18.90.140 Performance standards.

[A-D unchanged. Logistical directions only, red text not codified]

E. Restrictions on Dangerous and Objectionable Elements.

1. The provisions of Chapter 8.76 PCC, Noise Pollution Control (as adopted in EMC Title 8), shall apply. ~~In addition, frequent, repetitive or continuous sounds emanating from any use or facility other than transportation facilities or temporary construction work shall not exceed 75 decibels at the property lines. If the community development director or designee determines it to be necessary or has reason to believe that noise levels are being exceeded, the owner and/or operator of a use or facility shall be required to provide noise reading data for noise levels at all property lines. No noise shall be permitted in violation of Chapter 8.20 EMC or this chapter.~~
2. No vibration shall be permitted which is discernible without instruments at the points of measurement specified in this section.
3. No emission shall be permitted of odorous gases or other odorous matter released from any operation or activity in such quantities so as to exceed the odor threshold beyond lot lines. The odor threshold shall be defined as the concentration in the air of a gas or vapor which will just evoke a response in the human olfactory system.
4. No direct or reflected light or glare, whether from floodlights or from high temperature processes such as combustion or welding or otherwise, so as to be visible at the property lines or skyward beyond the building height of the zone, shall be permitted.
5. The regulations of the federal occupational safety and health standards shall apply for all radioactivity and electrical disturbance unless local codes and ordinances supersede this federal regulation.

[F-G unchanged. Logistical directions only, red text not codified]

Exhibit G

18.100.110 Wireless communications facilities.

[A-E unchanged. Logistical directions only, red text not codified]

F. General Development Standards Applicable to WCFs. The following criteria shall be applied in approving, approving with conditions, or denying a permit for a WCF. Unless otherwise provided in this chapter, WCF construction shall be consistent with the development standards of the zoning district in which it is located.

[F.1-6 unchanged. Logistical directions only, red text not codified]

7. Noise. ~~At no time shall transmission equipment or any other associated equipment (including, but not limited to, heating and air conditioning units) at any wireless communication facility emit noise that exceeds the applicable limit(s) established in EMC 18.90.140(E).~~ Facilities utilizing passive cooling or other cooling methods that do not emit noise are to be utilized when feasible. If not feasible, cooling methods using low noise profile equipment shall be utilized. In no event shall transmission equipment or any other associated equipment (including, but not limited to, heating and air conditioning units) at any wireless communication facility emit noise that exceeds the applicable limit(s) established in EMC 18.90.140(E).



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Ordinance – Title 14 and Title 18 – GIS Coverage Layers for Critical Areas and Zoning	Agenda Item #: 2.D
	For Agenda of: 2/1/2022
	Prepared by: Darren Groth
Attachments (list): 1. Attachment 1_ Draft Ordinance - with Exhibits	
Approval of Materials: Darren Groth Rachel Pitzel 1/27/2022 Dave Gray 1/27/2022 Daryl Eidingen 1/28/2022	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 01/18/2022: Initial SS Discussion 01/25/2022: RCM Public Hearing 02/01/2022: Follow Up SS 02/08/2022: RCM Final Action

Summary Statement:

The City of Edgewood has developed a robust geographic information system (GIS) map that is available on the city's website. The map is regularly maintained and updated to ensure that information is accurate, available, and current. These efforts result in a tremendous resource because the GIS map hosts data layers that provide an outstanding amount of data and resources. Data hosted on the map includes potential critical areas, future land use designations, and current zoning. Based on these efforts, City staff recognized that sections of the Edgewood Municipal Code (EMC) should be updated to reflect the technological advances the City has made. The proposed code updates are included in the draft ordinance provided as Attachment 1.

Item History:

On January 10, 2022, the Planning Commission held a Public Hearing on the proposed code changes and recommended approval by a 7-0 vote.

On January 18, 2022, City Council held an initial study session discussion following the Planning Commission recommendation.

On January 25, 2022, City Council held a public hearing regarding the proposed code amendments. No additional input was received from the public.

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Ordinance – Title 14 and Title 18 – GIS Coverage Layers for Critical Areas and Zoning

Fiscal Note/Consideration:

ORDINANCE NO. 22-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTERS 14.10 AND 18.080 OF THE EDGEWOOD MUNICIPAL CODE RELATED TO REFERENCES TO OFFICIAL CITY MAPS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Edgewood Municipal Code (EMC) contains the official code of the City of Edgewood; and

WHEREAS, the EMC includes multiple references to official maps and other geographical identifiers in Edgewood, such as critical area maps, comprehensive plan designations, and zoning districts; and

WHEREAS, in 2019, the City of Edgewood began utilizing specialized mapping tools to allow Edgewood's geographic representations to be created, updated, saved, and both publicly viewed and accessed through ArcGIS; and

WHEREAS, since 2019, the City's mapping experts have added robust, dynamic layers to the ArcGIS system and no longer need to maintain static maps to present various geographic features; and

WHEREAS, the City's Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(19); and

WHEREAS, on December 1, 2021, the City sent a draft of this Ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106; and

WHEREAS, on January 10, 2022, the City's Planning Commission held a public hearing on this Ordinance and sent its recommendation to the City Council; and

WHEREAS, on January 18, 2022, the Edgewood City Council considered this draft Ordinance in a study session; and

WHEREAS, on January 25, 2022, the Edgewood City Council held a public hearing on this Ordinance; and

WHEREAS, on February 1, 2022, the Edgewood City Council considered this draft Ordinance in a study session; and

WHEREAS, on February 8, 2022, the Edgewood City Council took final action on this Ordinance during its regular meeting; and

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

Section 1. EMC Chapter 14.10.040, Amended. Edgewood Municipal Code Section 14.10.040, Applicability, , is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC Section 18.80.020, Amended. Edgewood Municipal Code Section 18.80.020, Establishment of Zones, is hereby amended to read as shown in Exhibit B, attached hereto and incorporated herein by this reference.

Section 3. EMC Section 18.80.030, Amended. Edgewood Municipal Code Section 18.80.030, Zoning Map is hereby amended to read as shown in Exhibit C, attached hereto and incorporated herein by this reference.

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

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

PASSED BY THE CITY COUNCIL ON THE 8TH DAY OF FEBRUARY 2022.

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication:

Effective Date:

Exhibit A

TITLE 14 | CRITICAL AREAS Chapter 14.10, General Provisions

14.10.040 Applicability.

A. This title shall apply to all lands and waters within Edgewood ~~that are~~ designated, mapped, or identified as a critical area, ~~s and their corresponding critical area buffer, s and closed depression, erosion hazard area, flood hazard area, landslide hazard area, mineral resource land, natural resource land, seismic hazard area, setbacks-sensitive area, volcanic hazard area, or wellhead protection area.~~

B. No development, development activity, or regulated activities shall hereafter take place without full compliance with this title.

C. When the requirements of this title are more stringent than those of other city codes and regulations, the requirements of this title shall apply.

D. Compliance with these regulations does not remove an applicant's obligation to comply with applicable provisions of any other federal, state, or local law or regulation.

E. Criteria for determining the presence of a critical area is contained within each chapter of this title.

F. When a site contains two or more critical areas, the site shall meet the minimum standards and requirements for each.

G. ~~Critical areas are identified on, but may not be limited to, the following maps:~~ as defined in EMC 14.20.010 – Definitions, and known potential critical areas shall be shown on the geographic coverage layers maintained as a part of the City's geographic information system (GIS) under the authorization of the Director. No unauthorized person may alter or modify the critical areas GIS layers. This geographic coverage layer, as amended from time to time, shall constitute the official critical areas map and shall be incorporated into this title by reference as if fully set forth herein.

- ~~1. Wetlands;~~
- ~~2. Geologically Hazardous Areas;~~
- ~~3. Critical Aquifer Recharge Areas;~~
- ~~4. Streams; and~~
- ~~5. Frequently Flooded Areas.~~

H. The boundary of each mapped ~~critical~~ area identified in EMC Section 14.10.040(A) is approximate and is only intended to provide an indication of the presence of a critical area on a particular site. Additional critical areas that have not been mapped may also be present on a site. The actual presence of a critical area and the applicability of these regulations shall be determined based upon the classification or categorization criteria and review procedures established for each critical area. City staff or the city's consultant(s) may request the ability to perform an on-site inspection to assess the site in order to advise if additional studies or reports shall be included with any development application.

I. ~~Critical area maps shall be updated and maintained by the department.~~

[Delete five (5) image maps, i.e., Wetlands, Geologically Hazardous Areas, Critical Aquifer Recharge Areas, Streams, and Frequently Flooded Areas. Logistical directions only, red text not codified]

Exhibit B

18.80.020 Establishment of Zones.

A. The classification system used in the comprehensive plan was established and mapped as a management tool to implement the policies and intent of the comprehensive plan. Land use designations were established which are appropriate to carry out the intent and purpose of the comprehensive plan, ~~and~~ are defined in the comprehensive plan's land use element, and are mapped as a layer on the City's geographic information system (GIS) as the Future Land Use Map. The zoning district classifications established to implement each of the comprehensive plan land use designations for the city are shown in Table 2 below. The zone boundaries are as shown on the ~~e~~City's official ~~z~~Zoning ~~m~~Map, which is further described in EMC Section 18.80.030, Zoning Map ~~hereby adopted by reference.~~ Where the abbreviated designation is used in this title, it has the same meaning as the entire classification title.

[Title "Table 2: Comprehensive Plan/Zoning District Matrix" and subsequent table shall both remain. Logistical directions only, red text not codified]

B. Notwithstanding any provisions in this title to the contrary, the city shall have no duty to verify or establish lot lines or setback lines at a development. The location of lot lines or setback lines at a development and construction related thereto shall be the responsibility of the applicant and owner.

Exhibit C

18.80.030 Zoning Map.

A. The location and boundaries of all zones or districts designated in this title ~~were are hereby~~ established in accordance with EMC Section 18.80.020, Establishment of Zones. The established zones are officially mapped and as maintained as a part of the City's geographic information system (GIS) under the authorization of the Director, or designee. No unauthorized person may alter or modify the shown on the map entitled, "City of Edgewood Zoning Map," as adopted herewith and as may be amended from time to time, and hereafter referred to as "zZoning mMap." The official GIS zZoning mMap shall be as shown on a geographic coverage layer attributed to zoning that is maintained as a part of the city's geographic information system (GIS) at the direction of the community development director or designee. No unauthorized person may alter or modify the zoning GIS layer. This geographic coverage layer, as amended from time to time, shall constitute the official zZoning mMap for the eCity's zoning jurisdiction and shall be incorporated into this title by reference as if fully set forth herein. ~~An original, signed copy of the zoning GIS layer containing the zoning districts designated at the time of adoption of this title shall be retained in the office of the city clerk pursuant to RCW 35.63.100, and duplicates shall be filed in the community development department for reference and public distribution. All amendments hereafter made to the zoning map by ordinance shall be reflected on such map, and it shall be the responsibility of the community development department to ensure that an up to date map is maintained at all times.~~

B. Where uncertainty exists as to any of the zone boundaries as shown on the zZoning mMap, the following rules shall apply:

1. A boundary shown on the zoning map zZoning mMap as approximately following a lot line or parcel boundary shall be construed as following the lot line or parcel boundary as it actually existed at the time the zoning boundary was established. If, subsequent to the establishment of the zoning boundary, a lot line should be moved as a result of a legally performed boundary line adjustment, then the zoning boundary shall be construed as moving with the lot line if and only if the lot line is moved no more than 10 feet and remains generally parallel to the original line.
2. A boundary shown on the zZoning mMap as approximately following a creek, lake, or other water course shall be construed as following the actual centerline of the water course. If, subsequent to establishment of the boundary, the centerline of the water course should move as a result of natural processes, then the boundary shall be construed as moving with the centerline of the water course.
3. A boundary shown on the zZoning mMap as approximately following a ridgeline or topographic contour line shall be construed as following the actual ridge or contour line. If, subsequent to the establishment of the boundary, the ridge or contour line should move as a result of natural processes, then the boundary shall be construed as moving with the ridge or contour line.
4. A boundary shown on the zZoning mMap as approximately following a street or railroad line shall be construed as following the centerline of the street or railroad right-of-way. If, subsequent to the establishment of the boundary, the centerline of the street or railroad right-of-way should be moved as a result of its widening or minor realignment (such as at an intersection), then the boundary shall be construed as moving with the centerline if and only if the centerline is moved no more than 20 feet.
5. Whenever any street or other public right-of-way is vacated in the manner prescribed by law, the zoning district adjoining each side of said street or other public right-of-way shall be automatically extended to the

centerline of the former street or other public right-of-way, and all of the area included in the vacation shall then and henceforth be subject to all regulations of the extended districts.

6. Whenever a single lot, one acre or less in size, is located within two or more different zoning districts, the district regulations applicable to the district within which the larger portion of the lot lies shall apply to the entire lot.

7. Whenever a single lot greater than one acre in size is located within two or more different zoning districts, each portion of that lot shall be subject to all the regulations applicable to the district in which it is located.

~~8. If the specific location of a zoning boundary line cannot be determined from application of the above rules to the zoning map, it shall be determined by the use of the scale designated on the zoning map.~~

~~9~~ 8. Where questions still arise concerning the exact location of a district boundary, the community development director or designee shall interpret the zone boundaries.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – Reinvestment	Agenda Item #: 2.E
	For Agenda of: 2/1/2022
	Prepared by: Dave Gray
Attachments (list): 1. 2022-XXXX TVI Investment Bond Purchase Resolution	
Approval of Materials: Dave Gray Rachel Pitzel 1/26/2022 Dave Gray 1/26/2022 Daryl Eidingen 1/26/2022	Expenditure Required: Not to exceed \$750,000. Amount Budgeted: N/A Timeline: Study Session Discussion February 1, 2022 Regular Council Meeting for potential Council action February 8, 2022

Summary Statement:

The City invests its strategic reserve fund balance in a series of government bonds with laddered expirations of one, two and three years from the date of investment, or to maintain a laddered effect of maturity to improve the return on invested funds with the sole purpose of helping retard the erosion of purchasing power for "held cash" due to inflation. The instruments purchased are, by design, high liquidity (lower return) to provide the City with access without substantial early withdrawal (liquidation) costs. A mix of callable and noncallable bonds are used to balance the return vs liquidity.

Item History:

Recommended Action:

Discuss the purpose for investing in government securities, risks involved, and the city's track record over the past few years with investing as a hedge against inflation.

Fiscal Note/Consideration:

There is no "expenditure" but rather a movement of existing cash to financial instruments which will liquidate over time and return to cash, with a return to offset the rate of inflation.

RESOLUTION NO. 22-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO PURCHASE UP TO SEVEN HUNDRED FIFTY THOUSAND DOLLARS OF GOVERNMENT SECURITIES AS AUTHORIZED IN RCW 39.59, TO CONTINUE ROLLING OVER THE CITY'S CURRENT BOND LADDER INVESTMENT OF THE STRATEGIC RESERVE FUND WITH A MATURITY NOT TO EXCEED THREE YEARS

WHEREAS, the City's currently maintains a Strategic Reserve Balance of about one million three hundred and fifty thousand dollars (\$1,350,000) and;

WHEREAS, the City will enjoy a higher rate of return (as opposed to LGIP or the US Bank Treasury Account) by direct purchase of the same grade and kind of government securities the Local Government Investment Pool (LGIP) is currently investing in, and;

WHEREAS, the City does not consider investment income a revenue source for ongoing funding. The city believes it is prudent to gain a reasonable rate of return as a hedge against inflation. The intent of Council is to maintain the City's purchasing power over time for monies kept for emergency and stabilizing purposes, as an offset against unforeseen loss or unpredictable downturns in current economic factors, as well as monies accumulated for long term capital projects, and;

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

WHEREAS, the City has received cash liquidations of about \$500,000 plus interest income from the liquidation of previously authorized government security purchase held on behalf of the City's Strategic Reserve Fund, and wishes to repurchase new securities to keep the Strategic Reserve Fund invested in a higher rate of return to help reduce purchasing power erosion due to inflation, and

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

Section 1. The mayor is hereby authorized to purchase out of Strategic Reserve Funds, on behalf of the City of Edgewood, up to seven hundred fifty thousand (\$750,000) dollars of government securities offered through TVI Investments with maturity dates not to exceed approximately three years from the date of execution, pursuant to the provisions of RCW 39.59, with the highest responsible rate of

return in increments he deems to have the least early collection risk (staggered maturity dates).

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

ADOPTED THIS 8TH DAY OF FEBRUARY, 2022

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – East Pierce Fire & Rescue – ILA Fire Marshall Services	Agenda Item #: 2.F
	For Agenda of: 2/1/2022
	Prepared by: Dave Gray
Attachments (list): 1. Resolution 22-0XXX ILA East Pierce Fire re Fire Marshal 2. 2022 EPFR ILA re Fire Marshal Investigations	
Approval of Materials: Dave Gray Rachel Pitzel 1/26/2022 Dave Gray 1/26/2022 Daryl Eidinger 1/26/2022	Expenditure Required: \$9,125 per year, fixed fee. Amount Budgeted: \$10,000 Timeline: Study Session Discussion February 1, 2022 Regular Council Meeting for potential Council action February 8, 2022

Summary Statement:

When the City merged into the Fire District for Fire and Emergency Services, the Fire Marshal's office provided plan review, inspection and the investigation of cause or origin fire department services. In January 2022 the Cities of Sumner, Bonney Lake and Edgewood elected to take plan review and inspection services in-house.

The presented ILA would allow the District to continue to provide cause and origin Fire Marshal services for a flat fee. The alternative would be to hire a Fire Marshal as a City employee or to contract with another service provided such as Pierce County. As East Pierce Fire & Rescue is the local district providing fire and emergency services it has been determined the best product at cost is to join the Cities of Sumner and Bonney Lake in securing these services through the attached ILA.

Item History:

Recommended Action:

Discuss the merits and alternative of executing the ILA with East Pierce Fire & Rescue.

Fiscal Note/Consideration:

\$9,125.

RESOLUTION NO. 22-0XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN ILA WITH
EAST PIERCE FIRE AND RESCUE FOR THE PROVISION OF
FIRE MARSHAL CAUSE-AND-ORIGIN INVESTIGATION.**

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire cause-and-origin investigation services pursuant to chapter 39.34 RCW and RCW 52.12.031 (4); and

WHEREAS, the District has the authority to perform the Services pursuant to chapter 43.44.050 and the International Fire Code; and

WHEREAS, the City desires to contract with the District for the provision of Services within the City; and

WHEREAS, the District desires to provide such Services for the City.

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

Section 1. The City Council hereby authorizes the mayor to execute the ILA between the City and East Pierce Fire and Rescue, attached hereto and incorporated herein as Exhibit A.

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

ADOPTED THIS 22nd DAY OF FEBRUARY 2022

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND EAST PIERCE FIRE AND RESCUE
INVESTIGATIONS OF CAUSE OR ORIGIN**

THIS AGREEMENT is made and entered into by and between the City of Edgewood, Washington, a Washington municipal corporation (hereinafter the “City”), and East Pierce Fire and Rescue, a Washington municipal corporation (hereinafter the “District”), who shall hereinafter be collectively referred to as the “Parties,” for purposes of setting forth the terms and conditions for the provision of fire cause-and-origin investigation services

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW;

WHEREAS, the Parties have the authority to contract for the provision of fire cause-and-origin investigation services (“Services”), pursuant to chapter 39.34 RCW and RCW 52.12.031(4);

WHEREAS, the District has the authority to perform the Services pursuant to this contract, RCW 43.44.050 and the International Fire Code;

WHEREAS, the Parties acknowledge that neither state law nor local code confer code enforcement authority upon the District for violations discovered during the District’s Services (see RCW 52.12.031(7));

WHEREAS, the City desires to contract with the District for the provision of Services within the City;

WHEREAS, the District desires to provide such Services for the consideration described herein; and

WHEREAS, the partnership between the Parties for Services creates benefits for the community and the Parties.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to describe the terms and conditions under which the Parties will cooperate in the provision of the Services referenced herein within the City.

Section 2. Services to be provided by District. In consideration for the payments specified herein, the District agrees upon request by the City to render the following Services:

ETQ/ILAs
Fire Cause-and-Origin Investigation

Complete investigation of the origin, cause, circumstances, and extent of loss of any and all fires occurring within the City, including acting as witness in any related administrative hearings and litigation, and preparing final reports as necessary and appropriate.

If the District determines during investigation that a fire may have been the result of arson, then the District shall promptly refer the matter to the applicable law enforcement agency. Arson investigations do not fall within the scope of Services enumerated herein.

Section 3. Reporting and Public Records Requests. All investigation data, including name of investigator(s), identification of all properties investigated will be reported in the District's database. The District will provide investigation program information to the City upon request. If the City receives a public records request pursuant to Ch. 42.56 RCW for City records in the possession of the District, the District shall cooperate with the City's response and promptly provide responsive records to the City for production.

Section 4. Financial Consideration(s). For the Services provided through this Agreement and specified in Section 2, the City shall remit \$9,125.00 in one lump sum by June 30 of the contract year.

Section 5. Term.

- A. This Agreement shall commence upon execution of the last-dated signature below.
- B. **Expiration.** This Agreement shall auto-renew each year on January 1st.
- C. **Termination.** The Parties may terminate this Agreement at any time and for any reason, by providing the other party three (3) months' prior written notice.

Section 6. Relationship of Parties. In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Amendment. This covenant is mutually agreed to and applicable to the City in the same manner as applied the District. No property shall be exchanged between the Parties pursuant to this Agreement.

Section 7. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. This covenant is mutually agreed to and applicable to the City in the same manner as applied to the District.

Section 8. Indemnification.

The District 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 in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

Neither party shall be deemed to be the agent of the other during the performance of this Agreement, and each party hereto shall remain solely liable for its own negligence, errors and omissions.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District. The City's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the City's employees made directly against the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 9. Insurance.

- A. The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision the Services, including the work of the District's employees, agents, officials and officers.
- B. Before beginning work under this Agreement, the District shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
 - 1. Property Damages insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.
 - 2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

3. Errors and Omissions insurance no less than \$1,000,000 per occurrence with a \$3,000,000 aggregate.

C. The District is responsible for the payment of any deductible or self-insured retention that is required by any of their respective insurance policies.

Each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the state of Washington with protection equal to or greater than that specified herein.

Section 10. Recitals. The Parties understand that the Recitals set forth in this Agreement are for convenience only.

Section 11. Disputes, Venue, and Attorney's Fees. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. In any action brought to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred by the prevailing party.

Section 12. Nonwaiver 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 any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; and the same shall be and remain in full force and effect.

Section 13. Entire Agreement. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence, and communication between the parties with respect to the subject matter contained herein. No amendment, alteration, change or modification to this Agreement will be effective unless it is in writing and properly signed by the parties hereto. The signatories hereto covenant that they have been delegated by the governing bodies of their respective agencies to execute this Agreement.

Section 14. Notices. Any notices required to be given by this Agreement shall be delivered to the Parties at the following addresses:

City of Edgewood
Attention: City Clerk
2224 104th Avenue E
Edgewood, WA 98372

East Pierce Fire & Rescue

ETQ/ILAs
Fire Cause-and-Origin Investigation

Any notices may be either delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice deposited in the United States mail shall be deemed received three (3) days after the date of mailing.

Section 15. General Provisions.

- A. This Agreement shall be administered by the City of Edgewood City Clerk on behalf of the City of Edgewood and by the fire chief on behalf of the District
- B. No separate legal entity will be created for the provision of services herein.
- C. There is no joint acquisition of real or personal property contemplated by this Agreement.
- D. This Agreement shall be filed for recording with the Pierce County Auditor's Office upon full execution or posted on the Parties' respective websites in accordance with RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the last date indicated below:

THE CITY:

Daryl Eidinger, Mayor
Dated:

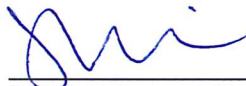
ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

ETQ/ILAs
Fire Cause-and-Origin Investigation
5

EAST PIERCE FIRE AND RESCUE:



Jon Parkinson, Fire Chief
Dated: 1/4/22

ATTEST:



District Secretary



Ann Marie Soto, City Attorney