



CITY OF EDGEWOOD REGULAR COUNCIL MEETING AGENDA

Tuesday, February 8, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. AUDIENCE COMMENT

3. MAYOR'S REPORT - STATE OF THE CITY ADDRESS

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

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of January 25, 2022

B. Study Session Meeting Minutes of February 1, 2022

C. **AB22-009** – a motion approving February 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$201,431.29; and Vendor Check Numbers 25304 through 25318 with EFT and Direct Pay Payments in the amount of \$89,626.23. Total distributions submitted for review and authorization in the amount of \$291,057.52.

D. **AB22-010** – Brush Cutter Purchase Order

E. **AB22-0614** – a motion approving Resolution 22-0614 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

F. **AB22-0615** – a motion approving Resolution 22-0615 authorizing the Mayor to execute an ILA with East Pierce Fire & Rescue for the provision of Fire Marshall cause-and-origin investigation

5. COUNCIL BUSINESS

A. **AB22-0622** – a motion adopting Ordinance 22-0622 amending chapters 14.10 and 18.080 of the Edgewood Municipal Code related to references to official city maps

6. COUNCIL COMMENTS

7. ADJOURN



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, January 25, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Mayor Eidinger, Councilmember West, Councilmember Creley, Councilmember Day, Councilmember Keith, Councilmember Buckley, Deputy Mayor Tomin, Excused: Councilmember Lowry

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT/Facilities Director Matthew Ray, Police Chief Mark Berry

2 PUBLIC HEARINGS

A. AB22-004 - Title 18 - Noise Code Amendments

Mayor Eidinger read the rules for the public hearing and opened AB22-004 at 7:03pm. Community and Economic Development Director Groth briefed council on the topic, there were no public comments. Mayor Eidinger closed AB22-004 at 7:06pm.

B. AB22-005 - Title 14 and Title 18 – GIS Coverage Layers for Critical Areas and Zoning

Mayor Eidinger opened AB22-005 at 7:06pm. Community and Economic Development Director Groth briefed council. There were no public comments, and Mayor Eidinger closed AB22-005 at 7:08pm.

3 AUDIENCE COMMENT

Stacie Farmer spoke.

Jason Ramirez spoke.

4 MAYOR'S REPORT

Mayor Eidinger read his report into the record and then invited each director to speak on topics of their choosing.

5 CONSENT AGENDA:

A. Regular City Council Meeting Minutes of January 11, 2022

B. Study Session Meeting Minutes of January 18, 2022

C. AB22-006 – a motion approving January 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Employment Security Department; Department of Labor & Industries; and IRS 941 in the amount of \$159,298.48; and Vendor Check Numbers 25288 through 25303 with EFT and Direct Pay Payments in the amount of \$363,061.45. Total distributions submitted for review and authorization in the amount of \$522,359.93.

D. AB22-007 - Standby Policy

E. AB22-0613 - a motion approving Resolution 22-0613 authorizing the Mayor to execute a

personal services agreement with Raedeke Associates, Inc. for wetland monitoring and review

Motion: As read, **Action:** Approve, **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember West, **Motion Passed 7-0**

6 COUNCIL BUSINESS

A. AB22-008 - Economic Development Advisory Board appointment

Community and Economic Development Director Groth discussed this agenda item briefly with Council.

Motion: As read, **Action:** Approve, **Moved by:** Councilmember Keith **Seconded by:** Deputy Mayor Tomin, **Motion Passed 7-0**

7 COUNCIL COMMENTS

Councilmember Creley spoke.
Councilmember Buckley spoke.
Councilmember Day spoke.
Deputy Mayor Tomin spoke.

8 ADJOURN

Mayor Eiding adjourned the meeting at 7:32pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eiding
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

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

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Mayor Eidinger, Councilmember West, Councilmember Creley, Councilmember Day, Councilmember Keith, Councilmember Buckley, Deputy Mayor Tomin, Councilmember Lowry

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT/Facilities Director Matthew Ray, Police Chief Mark Berry.

2 COUNCIL BUSINESS

A. Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Deputy Mayor Tomin discussed this reoccurring agenda item reminding Council of the ECEAP presentation scheduled for February 15th.

B. Discussion – Brush Cutter Purchase

Public Works Director Metzler briefed the Council on the need for this piece of equipment. Discussion then ensued as to the cost and any necessary training needed to operate it. Council agreed to place the item on an upcoming Consent Agenda.

C. Discussion – Ordinance – Title 18 – Noise Code Amendments

Community and Economic Development Director Groth brought this agenda item forward for further contemplation after the previous week's public hearing. Discussion then ensued between the Council and staff, with a general consensus to bring the topic back for further discussion at a later date.

D. Discussion – Ordinance – Title 14 and Title 18 – GIS Coverage Layers for Critical Areas and Zoning

Community and Economic Development Director Groth brought this proposed code change back for further discussion after the previous weeks' public hearing.

E. Discussion – Resolution – Reinvestment

Assistant City Administrator Gray invited Chris Bateman of Time Value Investments to brief the Council on this agenda item. Council then agreed to place it on an upcoming Consent Agenda for a vote.

F. Discussion – Resolution – East Pierce Fire & Rescue – ILA Fire Marshall Services

Assistant City Administrator Gray briefly discussed this agenda topic, asking that it be placed on an upcoming Consent Agenda.

3 OTHER COUNCIL ITEMS

Councilmember Keith spoke.

Deputy Mayor Tomin spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 8:05pm.

Jill S. Herrera

Daryl Eidinger

Communications Coordinator / Deputy City Clerk

Mayor

City of Edgewood 2021

February 8th 2022 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>AWC EFT 1/31/2022</u>	AWC Employee Benefit Trust	1/31/2022	\$52,596.39
<u>DCP EFT 1/31/2022</u>	Deferred Compensation Program	1/31/2022	\$16,940.46
<u>Direct Deposit Run -</u>	Payroll Vendor	1/31/2022	\$92,986.52
<u>DRS EFT 1/31/2022</u>	Dept of Retirement Systems	1/31/2022	\$20,907.88
<u>DSHS-DCS EFT</u>	WA State Support Registry	1/31/2022	\$719.00
<u>IRS EFT 1/31/22</u>	IRS 941	1/31/2022	\$17,281.04
Total			\$201,431.29

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25303 Last Number Issued Previous Authorization			
<u>25304</u>	A & R Services dba Angela Rojo	2/8/2022	\$1,135.00
<u>25305</u>	Associated Earth Sciences, Inc.	2/8/2022	\$882.50
<u>25306</u>	Berger Partnership	2/8/2022	\$2,581.89
<u>25307</u>	Bob's Property Solutions, Inc.	2/8/2022	\$9,040.62
<u>25308</u>	City of Sumner	2/8/2022	\$11,916.66
<u>25309</u>	Code Publishing Inc.	2/8/2022	\$159.75
<u>25310</u>	Dog Waste Depot	2/8/2022	\$193.81
<u>25311</u>	Drain-Pro	2/8/2022	\$1,126.50
<u>25312</u>	ESI Security	2/8/2022	\$1,045.00
<u>25313</u>	Form Source, Inc.	2/8/2022	\$52.69
<u>25314</u>	Lakehaven Water & Sewer District	2/8/2022	\$30.44
<u>25315</u>	Pierce County Auditor's Office	2/8/2022	\$9,487.00
<u>25316</u>	Pierce County Budget & Finance PW	2/8/2022	\$38,145.78
<u>25317</u>	WA Assoc. of Building Officials	2/8/2022	\$875.00
<u>25318</u>	Whistle Workwear	2/8/2022	\$294.99
<u>Direct Pay Payment</u>	McKinstry Co, LLC	2/8/2022	\$1,318.74
<u>Direct Pay Payment</u>	Transpo Group	2/8/2022	\$2,177.50
<u>EFT Payment 2/3/2022</u>	Century Link	2/8/2022	\$154.86
<u>EFT Payment 2/3/2022</u>	Comcast	2/8/2022	\$498.75
<u>EFT Payment 2/3/2022</u>	Crystal Springs	2/8/2022	\$87.29
<u>EFT Payment 2/3/2022</u>	Murrey's Disposal Company	2/8/2022	\$157.79
<u>EFT Payment 2/3/2022</u>	Puget Sound Energy	2/8/2022	\$6,400.81
<u>EFT Payment 2/3/2022</u>	Verizon Wireless	2/8/2022	\$1,494.35
<u>EFT Payment 2/3/2022</u>	Wells Fargo Vendor Fin Serv	2/8/2022	\$368.51
Total Claims Voucher Distribution			\$89,626.23
Total Distribution Submitted for Review & Authorization			\$291,057.52

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments **\$291,057.52**

Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

Fiscal : 2022 - February
Council Date : 2022 - February - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	25304			2022 - February - 1st Council Meeting	
		539			
			001-018-000-518-30-41-01	Professional Services	\$1,135.00
				Monthly Janitorial Svs. for February	
		Total 539			\$1,135.00
	Total 25304				\$1,135.00
Total A & R Services dba Angela Rojo					\$1,135.00
Associated Earth Sciences, Inc.					
	25305			2022 - February - 1st Council Meeting	
		057362			
				Prj. 22-007 Chrisella Rd Slope Stabilization	
			101-000-000-542-30-41-01	Roadway-Professional Service	\$882.50
				January 2022 Storm Response- Observation & Field Report	
		Total 057362			\$882.50
	Total 25305				\$882.50
Total Associated Earth Sciences, Inc.					\$882.50
Berger Partnership					
	25306			2022 - February - 1st Council Meeting	
		34251			
				Prj. 20195029.00 36th & Meridian Ph 1	
			310-000-000-594-76-41-03	Professional Svs.-Property	\$2,581.89
				36th & Meridian Park	
		Total 34251			\$2,581.89
	Total 25306				\$2,581.89
Total Berger Partnership					\$2,581.89
Bob's Property Solutions, Inc.					
	25307			2022 - February - 1st Council Meeting	
		011822-BOB			
				January Svcs- Tree Removal	
			001-076-000-576-80-41-01	Professional Services	\$9,040.62

Vendor	Number	Reference	Account Number	Description	Amount
				Tree Removal- City Hall	
		Total 011822-BOB			\$9,040.62
	Total 25307				\$9,040.62
Total Bob's Property Solutions, Inc.					\$9,040.62
Century Link					
	EFT Payment 2/3/2022 8:47:57 AM - 1			2022 - February - 1st Council Meeting	
		253-927-2018 680B 1/25-2/25/22			
			1/25-2/25/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$154.86
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680B 1/25-2/25/22			\$154.86
	Total EFT Payment 2/3/2022 8:47:57 AM - 1				\$154.86
Total Century Link					\$154.86
City of Sumner					
	25308			2022 - February - 1st Council Meeting	
		705-COS			
			January Services		
			001-019-000-554-30-41-01	Animal Control Services	\$5,958.33
				Animal Control Svs. for January	
		Total 705-COS			\$5,958.33
		722-COS			
			February Services		
			001-019-000-554-30-41-01	Animal Control Services	\$5,958.33
				Animal Control Svs. for February	
		Total 722-COS			\$5,958.33
	Total 25308				\$11,916.66
Total City of Sumner					\$11,916.66
Code Publishing Inc.					
	25309			2022 - February - 1st Council Meeting	
		GC0006143			
			January Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$159.75
				EMC Updates	
		Total GC0006143			\$159.75
	Total 25309				\$159.75
Total Code Publishing Inc.					\$159.75

Vendor	Number	Reference	Account Number	Description	Amount
Comcast					
		EFT Payment 2/3/2022 8:47:57 AM - 2	2022 - February - 1st Council Meeting		
		8498 35 021 0458551 1/25-1/24/22			
		1/25-1/24/22 Services			
		001-018-000-518-30-42-01	Telecommunications Charges		\$406.85
		City Hall Internet			
		Total 8498 35 021 0458551 1/25-1/24/22			\$406.85
		8498 35 021 0602869 1/29-2/28/22			
		1/29-2/28/22 Services			
		001-018-000-518-30-42-01	Telecommunications Charges		\$91.90
		City Hall Public Internet			
		Total 8498 35 021 0602869 1/29-2/28/22			\$91.90
		Total EFT Payment 2/3/2022 8:47:57 AM - 2			\$498.75
Total Comcast					\$498.75
Crystal Springs					
		EFT Payment 2/3/2022 8:47:57 AM - 3	2022 - February - 1st Council Meeting		
		15787820 012622			
		Water Delivery			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$87.29
		CH Water Delivery			
		Total 15787820 012622			\$87.29
		Total EFT Payment 2/3/2022 8:47:57 AM - 3			\$87.29
Total Crystal Springs					\$87.29
Dog Waste Depot					
	25310		2022 - February - 1st Council Meeting		
		461129			
		January Purchases			
		001-076-000-576-80-31-01	Operational Supplies		\$193.81
		Dog Waste Bags			
		Total 461129			\$193.81
	Total 25310				\$193.81
Total Dog Waste Depot					\$193.81
Drain-Pro					
	25311		2022 - February - 1st Council Meeting		
		93912			
		February Svs Edgemont Park			
		001-076-000-576-80-45-03	Operating Rentals		\$443.00
		Edgemont Park			
		Total 93912			\$443.00
		93913			
		February Svs Nelson Nature Park			
		001-076-000-576-80-45-03	Operating Rentals		\$241.00

Vendor	Number	Reference	Account Number	Description	Amount
				Nelson Nature Park	
		Total 93913			\$241.00
		93914			
			February Svs Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$111.50
			Nelson Farm		
		Total 93914			\$111.50
		93915			
			February Svs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$201.50
			Trailhead Park		
		Total 93915			\$201.50
		93916			
			February Svs PW Garage		
			001-076-000-576-80-45-03	Operating Rentals	\$129.50
			PW Garage		
		Total 93916			\$129.50
	Total 25311				\$1,126.50
Total Drain-Pro					\$1,126.50
ESI Security					
	25312			2022 - February - 1st Council Meeting	
		001382			
			January Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$1,045.00
			10 Padlocks for Parks		
		Total 001382			\$1,045.00
	Total 25312				\$1,045.00
Total ESI Security					\$1,045.00
Form Source, Inc.					
	25313			2022 - February - 1st Council Meeting	
		858517			
			January Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$52.69
			Business Cards for PD- B.Passarelli		
		Total 858517			\$52.69
	Total 25313				\$52.69
Total Form Source, Inc.					\$52.69

Vendor	Number	Reference	Account Number	Description	Amount
Lakehaven Water & Sewer District	25314			2022 - February - 1st Council Meeting	
		3575901 11/2/21-1/6/22			
			11/2/21-1/6/22 Svc 22 114th Ave E		
			001-018-000-518-30-47-04	Sewer Charges	\$30.44
			22 114th Ave E		
		Total 3575901 11/2/21-1/6/22			\$30.44
	Total 25314				\$30.44
Total Lakehaven Water & Sewer District					\$30.44
McKinstry Co, LLC					
	Direct Pay Payment 2/3/2022 8:48:26 AM - 1			2022 - February - 1st Council Meeting	
	10166007				
			February Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,318.74
			February Maintenance		
		Total 10166007			\$1,318.74
	Total Direct Pay Payment 2/3/2022 8:48:26 AM - 1				\$1,318.74
Total McKinstry Co, LLC					\$1,318.74
Murrey's Disposal Company					
	EFT Payment 2/3/2022 8:47:57 AM - 4			2022 - February - 1st Council Meeting	
	10338145S111				
			January Svc- Maint Shop		
			001-018-000-518-20-47-03	Waste Disposal	\$157.79
			Maintenance Shop		
		Total 10338145S111			\$157.79
	Total EFT Payment 2/3/2022 8:47:57 AM - 4				\$157.79
Total Murrey's Disposal Company					\$157.79
Pierce County Auditor's Office					
	25315			2022 - February - 1st Council Meeting	
		CI-311547			
			Auditor Election/Voter Maint.		
			001-019-000-514-90-41-01	Voter Registration	\$9,487.00
			General Election Cost Reimbursement		
		Total CI-311547			\$9,487.00
	Total 25315				\$9,487.00
Total Pierce County Auditor's Office					\$9,487.00
Pierce County Budget & Finance PW					
	25316			2022 - February - 1st Council Meeting	
		CI-311198			
			December Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$1,145.78

Vendor	Number	Reference	Account Number	Description	Amount
				December Services	
		Total CI-311198			\$1,145.78
		CI-311828			
			PO# 2022004		
			501-000-000-594-18-65-03	City Equipment	\$37,000.00
				PO# 2022004 2012 John Deere 6330 Tractor (brush cutter)	
		Total CI-311828			\$37,000.00
	Total 25316				\$38,145.78
Total Pierce County Budget & Finance PW					\$38,145.78
Puget Sound Energy					
	EFT Payment 2/3/2022 8:47:57 AM - 5			2022 - February - 1st Council Meeting	
	60008771				
			Acct No. 400003272384		
			340-000-000-595-63-63-01	Improvements-Street Lighting	\$6,400.81
				LED Conversion Grant	
		Total 60008771			\$6,400.81
	Total EFT Payment 2/3/2022 8:47:57 AM - 5				\$6,400.81
Total Puget Sound Energy					\$6,400.81
Transpo Group					
	Direct Pay Payment 2/3/2022 8:48:26 AM - 2			2022 - February - 1st Council Meeting	
	27454				
			Prj. 1.18149.00 Singh Multifamily Concurrency & TIA Review		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$777.50
				Singh Multifamily Concurrency & TIA Review	
		Total 27454			\$777.50
	27483				
			Prj. 1.18149.00 Windmill Site Concurrency		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,400.00
				Windmill Site Concurrency	
		Total 27483			\$1,400.00
	Total Direct Pay Payment 2/3/2022 8:48:26 AM - 2				\$2,177.50
Total Transpo Group					\$2,177.50
Verizon Wireless					
	EFT Payment 2/3/2022 8:47:57 AM - 6			2022 - February - 1st Council Meeting	
	9898052319				
			January Statement		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,494.35
				January Statement	
		Total 9898052319			\$1,494.35
	Total EFT Payment 2/3/2022 8:47:57 AM - 6				\$1,494.35
Total Verizon Wireless					\$1,494.35

Vendor	Number	Reference	Account Number	Description	Amount
WA Assoc. of Building Officials					
	25317			2022 - February - 1st Council Meeting	
		42305			
				WABO 2022 Annual Education Institute	
			001-058-000-558-50-43-01	Training/Travel Costs	\$500.00
				Conference Registration- M.George	
		Total 42305			\$500.00
		7871			
				WABO 2022 Annual Education Institute	
			001-058-000-558-50-43-01	Training/Travel Costs	\$375.00
				Conference Registration- J.Werre	
		Total 7871			\$375.00
	Total 25317				\$875.00
Total WA Assoc. of Building Officials					\$875.00
Wells Fargo Vendor Fin Serv					
	EFT Payment 2/3/2022 8:47:57 AM - 7			2022 - February - 1st Council Meeting	
	5018554509				
				February Lease	
			001-018-000-518-30-45-06	Copier Lease	\$368.51
				Kyocera Copier Lease	
		Total 5018554509			\$368.51
	Total EFT Payment 2/3/2022 8:47:57 AM - 7				\$368.51
Total Wells Fargo Vendor Fin Serv					\$368.51
Whistle Workwear					
	25318			2022 - February - 1st Council Meeting	
		438599			
				February Purchases	
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$173.24
				Work Boots (J.Fairbanks)	
		Total 438599			\$173.24
		438603			
				February Purchases	
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$121.75
				Hi-Vis Waterproof Jacket (J.Ward)	
		Total 438603			\$121.75
	Total 25318				\$294.99
Total Whistle Workwear					\$294.99
Grand Total					
		Vendor Count	24		\$89,626.23



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-010 – Brush Cutter Purchase Order	Agenda Item #: 4.D
	For Agenda of: 2/8/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. Sale of 2127 to Edgewood 2. PO 2022004 3. Edgewood inv CI-311828	
Approval of Materials: Jeremy Metzler Rachel Pitzel 2/2/2022 Dave Gray 2/2/2022 Daryl Eidinger 2/2/2022	Expenditure Required: \$37,000 plus applicable taxes and fees
	Amount Budgeted: \$205,000 (all equipment budget)
	Timeline: 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 Letter of Sale for the John Deere Equipment, the Purchase Order and Invoice for Council's authorization.

Item History:

02/01/2022 SS

Recommended Action:

MOTION to approve **AB22-010** – Brush Cutter Purchase Order

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.



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:finance@cityofedgewood.org



Finance Department
950 Fawcett Ave Suite 100
Tacoma WA 98402-5603

INVOICE

1 / 1

Public Works

CHANGE OF ADDRESS INFORMATION

Street Address: _____

City, State, Zip: _____

Phone Number: _____

INVOICE DATE	INVOICE #	DUE DATE
1/31/2022	CI-311828	3/2/2022
CUSTOMER #	TOTAL DUE	TOTAL PAID
C-108340	\$37,000.00	

PLEASE MAKE CHECKS PAYABLE TO PIERCE COUNTY

City Of Edgewood
2224 104th Av E
Edgewood, WA 98372

REMIT TO:

Finance Department
950 Fawcett Ave Suite 100
Tacoma WA 98402-5603

PLEASE RETURN ABOVE PORTION WITH PAYMENT - THANK YOU



Finance Department
950 Fawcett Ave Suite 100
Tacoma WA 98402-5603

BILLED TO:

City Of Edgewood
2224 104th Av E
Edgewood, WA 98372

TYPE OF INVOICE: Interagency Billing
CONTACT: Debra Huntley
PHONE: (253) 798-6804
DESCRIPTION: Sale of 2012 John Deere 6330 Tractor (brush cutter) - VIN L06330G728251

If you use bank autopay, make sure your Customer Number is on the check. If not, your payment may not be correctly applied to your account.

INVOICE DATE	INVOICE #	CUSTOMER #	PO #	PAYMENT TERMS	DUE DATE
1/31/2022	CI-311828	C-108340		Net 30	3/2/2022

Quantity	Item	Price	Total
1	Sale of (#2127) 2012 John Deere 6330 Tractor (brush cutter) - VIN L06330G728251	\$37,000.00	\$37,000.00
TOTAL:			\$37,000.00
TAX:			\$ 0.00
TOTAL DUE:			\$ 37,000.00





City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0614 – a motion approving Resolution 22-0614 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	Agenda Item #: 4.E
	For Agenda of: 2/8/2022
	Prepared by: Dave Gray
Attachments (list): 1. 2022-0614 TVI Investment Bond Purchase Resolution	
Approval of Materials: Dave Gray Rachel Pitzel 2/2/2022 Dave Gray 2/2/2022 Daryl Eidingen 2/2/2022	Expenditure Required: Not to exceed \$750,000. Amount Budgeted: N/A Timeline: Study Session Discussion February 1, 2022 Regular Council Meeting for Council action on the Consent Agenda of 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:

MOTION to adopt **AB22-0614** – a motion approving Resolution 22-0614 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 as presented under the Consent Agenda

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. 22-0614

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, and

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;

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: AB22-0615 – a motion approving Resolution 22-0615 authorizing the Mayor to execute an ILA with East Pierce Fire & Rescue for the provision of Fire Marshall cause-and-origin investigation	Agenda Item #: 4.F
	For Agenda of: 2/8/2022
	Prepared by: Dave Gray
Attachments (list): 1. Resolution 22-0615 ILA East Pierce Fire re Fire Marshal 2. 2022 EPFR ILA re Fire Marshal Investigations	
Approval of Materials: Dave Gray Rachel Pitzel 2/2/2022 Dave Gray 2/2/2022 Daryl Eidinger 2/2/2022	Expenditure Required: \$9,125 per year, fixed fee.
	Amount Budgeted: \$10,000
	Timeline: <u>Study Session Discussion February 1, 2022</u> Regular Council Meeting for Council action on the Consent Agenda of 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:

MOTION to adopt **AB22-0615** – a motion approving Resolution 22-0615 authorizing the Mayor to execute an ILA with East Pierce Fire & Rescue for the provision of Fire Marshall cause-and-origin investigationas presented under the Consent Agenda

Fiscal Note/Consideration:

\$9,125.

RESOLUTION NO. 22-0615

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 8TH 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:

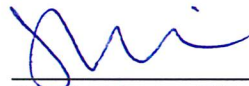
ATTEST:

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



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0622 – a motion adopting Ordinance 22-0622 amending chapters 14.10 and 18.080 of the Edgewood Municipal Code related to references to official city maps	Agenda Item #: 5.A
	For Agenda of: 2/8/2022
	Prepared by: Darren Groth
Attachments (list): 1. Attachment 1_ City Ordinance No. 22-0622 - GIS as Official City Maps	
Approval of Materials: Darren Groth Rachel Pitzel 2/3/2022 Dave Gray 2/3/2022 Daryl Eidingen 2/3/2022	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 code updates are included as exhibits in the 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.

On February 1, 2022, City Council held a second study session to discuss the proposed code amendments.

Recommended Action:

MOTION to adopt **AB22-0622** – a motion adopting Ordinance 22-0622 amending chapters 14.10 and 18.080 of the

Edgewood Municipal Code related to references to official city maps

Fiscal Note/Consideration:

ORDINANCE NO. 22-0622

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.

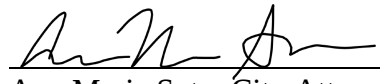
PASSED BY THE CITY COUNCIL ON THE 8TH DAY OF FEBRUARY 2022.

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.