



CITY OF EDGEWOOD

COUNCIL STUDY SESSION AGENDA - REVISED

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

Meeting Link: <https://us06web.zoom.us/j/84674546219>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Interviews – Code Enforcement Board Vacancy (Position No. 4)

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

C. Discussion – Sidewalks

D. Discussion – Impact Fee Exemptions Code Amendments

E. Discussion – Surface Water Manual Update

F. Discussion - Resolution - DD21 Maintenance Contract

G. Discussion – Ordinance – Amending Chapter 8.10 – Fireworks

H. Discussion – Ordinance – 2022 Budget Amendment No. 2 – Labor Model Update – COLA

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: Interviews – Code Enforcement Board Vacancy (Position No. 4)	Agenda Item #: 2.A
	For Agenda of: 6/7/2022
	Prepared by: John Fairbanks, Darren Groth
Attachments (list):	
Approval of Materials: John Fairbanks, Darren Groth Rachel Pitzel 6/2/2022 Dave Gray 6/2/2022 Daryl Eidinger 6/2/2022	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 06/07/22: Study Session Interview 06/14/22: Regular Meeting Action Item

Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Section 2.33.020 for Code Enforcement Board (CEB) vacancies, City Council shall fill vacancies as stated in the Council Rules of Procedure. Per the Council Rules, once the applications are received, the City Council shall review and rank application packets. Should there be four or fewer applicants for any one position, however, all candidates shall be interviewed by the Council. In regard to this agenda item, we only have one application for the CEB and the application was provided under separate cover to City Council. As such, this agenda item is intended to serve as the interview for said applicant. After the City Council's interview, the Mayor may appoint the respective interviewee and City Council is scheduled to either confirm or deny the appointment at their next regular meeting on June 14, 2022.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to **Interviews** – Code Enforcement Board Vacancy (Position No. 4)

Fiscal Note/Consideration:



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Sidewalks	Agenda Item #: 2.C
	For Agenda of: 6/7/2022
	Prepared by: Jeremy Metzler
Attachments (list):	
Approval of Materials: Jeremy Metzler Rachel Pitzel 6/1/2022 Dave Gray 6/2/2022 Daryl Eidinger 6/2/2022	Expenditure Required: TBD Amount Budgeted: TBD Timeline: 06/07/2022 SS

Summary Statement:

Staff understands it is the City Council's goal to improve pedestrian mobility (walkability) throughout the City. The purpose of this agenda item is to discuss this goal, what staff is presently doing to achieve this goal, and how staff's priorities align with this goal. Here are some brief updates related to walkability:

- Public Works recently completed a project closing a sidewalk gap at 24th St E and Meridian.
- The latest Transportation Improvement Plan (TIP) prioritizes design of the 36th St E Walkway in 2023, connecting the new Edgewood Community Park to the trail east of 110th Ave E.
- Working with the City's consultant, SCJ, an update of the Parks, Recreation and Open Space (PROS) Plan is currently in progress, slated to include a new focus on Trails.
- Community Development and Public Works are working together on the Town Center Overlay Plan, with a strong focus on active transportation and mobility to and through the City's core.
- Several efforts are underway to secure funding for completion of a "missing link" of the Interurban Trail in Jovita Canyon, with \$17,000 in reimbursable grant funds being awarded to-date, and design slated to begin later this year.
- Updating some cost estimates from 2020 to 2022 dollars, and assuming no need for right-of-way or utility relocation, here are some figures for Council's consideration:
 - Asphalt Concrete Path behind existing ditch = \$100 per lineal foot
 - Cement Concrete Sidewalk behind existing ditch = \$150 per lineal foot
 - Cement Concrete Sidewalk, Curb and Gutter (no storm) = \$200 per lineal foot
 - Cement Concrete Sidewalk, Curb and Gutter, and Storm = \$350 per lineal foot

The next "fifth Tuesday" is coming up on August 30, 2022. If Council desires, staff could advertise and prepare for an open house on that date to discuss walkability, capital projects, and priority locations.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to **Discussion** – Sidewalks.

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Impact Fee Exemptions Code Amendments	Agenda Item #: 2.D
	For Agenda of: 6/7/2022
	Prepared by: Jeremy Metzler, Darren Groth
Attachments (list): 1. Attachment 1_ Ordinance 22-XXXX - Impact Fee Exemption (Draft) 2. Attachment 2_ PC Recommendation - Impact Fee Exemption	
Approval of Materials: Jeremy Metzler, Darren Groth Rachel Pitzel 6/2/2022 Dave Gray 6/2/2022 Daryl Eidinger 6/2/2022	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 06/07/22: Initial Study Session 06/14/22: RCM Public Hearing 06/21/22: Follow-up Study Session 06/28/22: RCM Final Action

Summary Statement:

City Council expressed interest in exempting low-income housing from impact fees. In response, City staff reviewed the impact fee statutes (RCW Ch. 82.02) and the applicable portions of the Edgewood Municipal Code (EMC) and prepared a proposed code amendment to address the Council's interests (Attachment 1). The proposal was presented to the Planning Commission on April 11, 2022. On May 9, 2022, the Planning Commission held a Public Hearing and voted 5-1 to recommend approval of the proposed code amendments to the Edgewood Municipal Code (EMC) pertaining to Impact Fee Exemptions for low-income housing. The Planning Commission's recommendation is included as Attachment 2.

The City currently imposes three types of impact fees: school (EMC Ch. 4.10), park (EMC Ch. 4.20), and transportation (EMC Ch. 4.30). Two of the three types of impact fees currently provide some type of low- or moderate-income housing exemptions:

1. School (EMC 4.10.050) – Exempts low- or moderate-income housing projects developed or owned by public housing agencies or private nonprofit housing developers. Further exempts residential housing units dedicated for occupancy by low- or moderate-income households and whose rents or purchase price is affordable to low- or moderate-income persons under the HUD regulations.
2. Park (EMC 4.20.040) – Exempts developments of affordable housing, including low- and moderate-income housing as defined in EMC 4.20.020.
3. Traffic- The City's traffic impact fee ordinance does not currently provide for any exemption for low-income housing.

The proposed code amendments would create a new Chapter EMC 4.40 to provide a uniform low-income

housing exemption from all types of impact fees. The proposed ordinance further proposes revisions to the other sections of EMC Title 4 to remove any conflicting language or redundancies. As crafted, the ordinance would establish a common exemption for low-income housing as defined in RCW Ch. 82.02, exempting up to 80% of the applicable fee subject to recording of a covenant on the exempted property. In this scenario, RCW 82.02 does not require payment of the exempted portion of the fee from public funds. If a higher exemption is desired, the percentage of the fee above 80% would have to be paid from other public funds.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to **Discussion** – Impact Fee Exemptions Code Amendments

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 22-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, CREATING NEW CHAPTER 4.40 OF THE EDGEWOOD MUNICIPAL CODE RELATED TO IMPACT FEE EXEMPTIONS; AMENDING EXISTING EMC SECTIONS 4.10.050 AND 4.20.040; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Edgewood imposes transportation, park, and school impact fees, as authorized by Chapters 36.70A and 82.02 RCW, to ensure that public facilities and services necessary to support development are adequate and that new development pays a proportionate share of the costs of new facilities and services; and

WHEREAS, the City wishes to implement one uniform impact fee exemption process for low-income housing; 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, 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 May 9, 2022, the Planning Commission vote 5-1 to recommend approval, as presented, of the proposed code amendment to the EMC pertaining to impact fee exemptions for low-income housing; and

WHEREAS, on June 7, 2022, City Council discussed the draft Ordinance in a study session; and

WHEREAS, on June 14, 2022, City Council held a public hearing on the proposed code amendments pertaining to impact fee exemptions for low-income housing; and

WHEREAS, on June 21, 2022, City Council held a study session to provide final direction to staff regarding the proposed code amendment; and

WHEREAS, on June 28, 2022, City Council considered this Ordinance during its regular City Council meeting;

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

Section 1. New Chapter 4.40 Impact Fee Exemptions for Low Income Housing. Adopted. EMC Chapter 4.40, Impact Fee Exemptions for Low Income Housing, is hereby adopted to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC Section 4.10.050, Exemptions – Low-income or moderate-income housing, Amended. EMC Section 4.10.050, Exemptions – Low-income or moderate-income housing, is hereby amended to read as shown in Exhibit B, attached hereto and incorporated herein by this reference.

Section 3. EMC Section 4.20.040, Exemptions, Amended. EMC Section 4.20.040, Exemptions, 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. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 28TH DAY OF JUNE, 2022.

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney, Ann Marie J. Soto

Date of Publication:
Effective Date:

Exhibit A

Chapter 4.40 Impact Fee Exemptions for Low Income Housing

4.40.010 Applicability

This Chapter shall apply to all impact fees charged by the City of Edgewood, without restriction as to type (i.e. school, transportation, fire, or park).

4.40.020 Low Income Housing Exempted

A. For the purposes of this section, “low income housing” shall have the same meaning as that provided within RCW 82.02.060 or as hereafter amended.

B. The City hereby exempts low-income housing from 80% of the impact fees that would ordinarily be due. In order to qualify for this exemption, the developer must record a covenant that, except as provided otherwise by this subsection, prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion. Such covenant must be in a form acceptable to the City Attorney.

C. Any claim or request for an exemption under this section shall be made no later than the time of application for a building permit. If a building permit is not required for the development, then the claim shall be made when the first development permit is applied for. Any claim not made when required by this section shall be deemed waived.

Exhibit B

4.10.050 Exemptions – ~~Low-income or moderate-income~~ housing.

For low-income housing exemptions, see EMC Chapter 4.40.

In addition to the exemptions in EMC 4.10.030, the following shall be exempt from the requirement to pay all impact fees:

A. ~~Low or moderate income housing projects developed or owned by public housing agencies or private nonprofit housing developers.~~

B. ~~Residential housing units dedicated for occupancy by low or moderate income households and whose rents or purchase price is affordable to low or moderate income persons under the regulations of the U.S. Department of Housing and Urban Development or its successor.~~

C. ~~Any claim or request for an exemption under this section shall be made no later than the time of application for a building permit. If a building permit is not required for the development activity, the claim shall be made when the fee is tendered. Any claim not made when required by this section shall be deemed waived.~~

D. ~~The impact fees not collected from low and moderate income housing shall be paid from public funds from sources other than impact fees or interest on impact fees and budgeted for this purpose by the districts.~~

E. ~~If claims or requests for exemptions under this section exceed the funds the districts budgeted for the payment of impact fees for low and moderate income housing, this section shall not apply to claims or requests for exemptions under this section made after the budgeted funds were committed or allocated until additional funds are budgeted.~~

Exhibit C

4.20.040 Exemptions.

The following developments are exempt from the requirements of this chapter:

A. Low-income Affordable Housing. For low-income housing exemptions, see EMC Chapter 4.40. ~~An applicant proposing a development of affordable housing, which includes low and moderate income, as defined in EMC 4.20.020, shall not be assessed a park impact fee as follows:~~

~~1. As a condition of receiving an exemption under this section, the owner shall execute and record in Pierce County's real property title records a city-drafted lien, covenant, or other contractual provision against the property that provides that the proposed housing unit or development will continue to be used for low or moderate income housing and remain affordable to those households for a period of not less than 30 years. The lien, covenant, or other contractual provision shall run with the land and apply to subsequent owners and assigns in the event that the housing unit(s) are exempted.~~

~~2. Any claim or request for an exemption under this section shall be made no later than the time of application for a building permit. If a building permit is not required for the development, then the claim shall be made when the first development permit is applied for. Any claim not made when required by this section shall be deemed waived.~~

B. Change of Use. An applicant proposing a development involving a change of use and/or structure that has no greater impact than the existing use shall not be assessed a park impact fee.

C. City Projects. An applicant proposing the development of a city project shall not be assessed a park impact fee.

D. Home Occupations. An applicant proposing the development of a home occupation shall not be assessed a park impact fee.

E. Pending Development Permit. An applicant shall not be assessed a park impact fee if one or more of the following has occurred:

1. The city and applicant have signed a park mitigation agreement for the development at issue prior to the effective date of the ordinance codified in this chapter; or
2. The applicant has already provided, or been required to provide as a condition of approval, park mitigation for the development at issue prior to the effective date of the ordinance codified in this chapter; or
3. The applicant has already been assessed a park impact fee for the same development.



**CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION**

The Planning Commission voted 5-1 to recommend APPROVAL of the proposed code amendments to the Edgewood Municipal Code (EMC) pertaining to Impact Fee Exemptions for low-income housing.

It is the recommendation of the City of Edgewood Planning Commission to approve the EMC amendments as presented in the staff report and attachment submitted by Associate Planner Evan Hietpas at the May 9, 2022, meeting.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 9TH DAY OF MAY 2022.**

Planning Commission Vice- Chair

Attest by:

Evan Hietpas
Associate Planner



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Surface Water Manual Update	Agenda Item #: 2.E
	For Agenda of: 6/7/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Ordinance 22-0xxx 2. DRAFT ExA - EMC Title 13 Updates (CLEAN) - 2022-06-01	
Approval of Materials: Jeremy Metzler Rachel Pitzel 6/1/2022 Dave Gray 6/2/2022 Daryl Eidinger 6/2/2022	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 06/07/2022 SS 06/14/2022 RCM

Summary Statement:

The City of Edgewood is subject to the current Western Washington Phase II Municipal Stormwater Permit, last updated in 2019 and administered by the Washington State Department of Ecology (Ecology). Under Special Condition S5.C.6 (Controlling Runoff from Development and Construction Sites), the City is required to update its ordinance to adopt the current *Stormwater Management Manual for Western Washington* by Ecology, or another Ecology-approved Phase I program's Manual, no later than June 30, 2022. Edgewood adopted Pierce County's *Stormwater & Site Development Manual* in 2016, including several local amendments, under Chapter 13.05 EMC.

As Pierce County updated their Manual in 2021 to maintain Ecology approval, Edgewood must now update EMC to adopt their new Manual and ensure our local amendments are still compatible. Attached are the proposed draft ordinance and code modifications for Council's consideration. Staff has also taken this opportunity to perform some minor housekeeping, removing unnecessary amendments and redundant references. Finally, the local amendments maintain the more strict downstream analysis requirements and flow control thresholds already contained in EMC, as adopted in 2016.

The Planning Commission reviewed the proposed changes to EMC at their March 14 and April 11, 2022 meetings, including a public hearing at the latter, resulting in their recommendation to Council. No public comments were provided at Council's April 26, 2022 public hearing.

Concerns regarding artificial turf installations were discussed at the May 3, 2022 Council study session, with further discussion remanded to the Planning Commission. At their May 9, 2022 meeting, the Planning Commission recommending moving forward with the attached code updates, opting to study the artificial turf concerns further while allowing the required manual update to proceed before the upcoming deadline. Following tonight's discussion, this item is scheduled for potential action at next week's regular meeting.

Item History:

04/19/2022 SS

04/26/2022 RCM PH

05/03/2022 SS

05/09/2022 Planning Commission

Recommended Action:

Hold a discussion and provide staff guidance regarding **Discussion** – Surface Water Manual Update .

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 22-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING EDGEWOOD MUNICIPAL CODE (EMC) TITLE 13 SURFACE WATER MANAGEMENT AND SITE DEVELOPMENT; ADOPTING THE JULY 2021 EDITION OF THE PIERCE COUNTY STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL, WITH LOCAL AMENDMENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Edgewood (City) is a National Pollutant Discharge Elimination System (NPDES) permittee operating a Municipal Separate Storm Sewer System (MS4) under the Western Washington Phase II Municipal Stormwater Permit (hereafter “Phase II Permit”), as issued by the Washington State Department of Ecology (Ecology) as directed by the Federal Clean Water Act (CWA) and the State Water Pollution Control Law (Chapter 90.48 RCW); and

WHEREAS, a new Phase II Permit was issued on July 1, 2019, effective August 1, 2019 through July 31, 2024; and

WHEREAS, the Phase II Permit requires the City adopt a Stormwater Manual which has been determined by Ecology to be equivalent to the Ecology “Stormwater Management Manual for Western Washington” for controlling the quantity and quality of stormwater runoff; and

WHEREAS, a “60-day Notice of Intent to Adopt Amendment” was submitted to the Washington State Department of Commerce on March 11, 2022 pursuant to RCW 36.70A.106, acknowledged by letter March 14, 2022, with 60-day notice period ending on May 10, 2022; and

WHEREAS, the City of Edgewood Planning Commission met to discuss the proposed updates at the March 14, 2022 and April 11, 2022 regular planning commission meetings; and

WHEREAS, the Planning Commission held a public hearing to review and gather public comment on April 11, 2022, providing recommendations on the proposed amendments; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) was issued for the amendments on April 4, 2022, and no timely appeals of said determination were filed; and

WHEREAS, on April 19, 2022, the City Council first reviewed the proposed updates and recommendation from the Planning Commission; and

WHEREAS, on April 26, 2022, the City Council held a public hearing to review and gather public comment on the proposed changes; and

WHEREAS, the Council considered this Ordinance during its study sessions on May 3, 2022 and June 7, 2022, and regular City Council meeting on June 14, 2022;

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

Section 1. Findings. The recitals above are hereby adopted as legislative findings in support of this ordinance. The City Council further adopts by reference previously held study session agenda bills of April 19, 2022, May 3, 2022, and June 7, 2022 as additional findings.

Section 2. Amendments to EMC 13.05. Edgewood Municipal Code Sections 13.05.010, 13.05.160 and 13.05.170 are hereby amended as set forth in Exhibit A, attached herewith.

Section 3. 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 4. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

ADOPTED THIS 14TH DAY OF JUNE, 2022.

Daryl Eiding, Mayor

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Date of Publication:

Effective Date:

Exhibit A
EMC Chapter 13.05 Modifications

DRAFT

Chapter 13.05

STORMWATER MANUAL – SITE DEVELOPMENT REGULATIONS

13.05.010 Exemptions.

The following work is exempt from the requirements of these regulations:

A. Complete site development applications submitted prior to the effective date of this chapter, or any amendments thereto, for city review and approval. In such event, the provisions of this chapter that were in effect as of the time a complete site development application was submitted shall control.

B. Emergency projects which if not performed immediately would substantially endanger life or property. Upon resolution of the emergency, the property owner must either restore the site to its original condition or comply with the requirements of this Title within 60 days. The City may extend the 60-day time limit when the property owner can show reasonable cause for the delay.

C. Public works and private sector road and utility projects completely within the road right-of-way or within easements adjacent to the right-of-way which do not add impervious surface (not to include trenching activities) or impact the watershed or downstream resources. This may include pavement maintenance practices limited to pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, pavement preservation activities that do not expand the road prism, and vegetation maintenance.

D. Grading of land for agricultural purposes; provided, that the requirements of EMC Title 14, Critical Areas, are met.

E. Maintenance of public roads or flood control projects when done by a public agency and the project has been reviewed and approved for compliance with applicable state, federal, county, and city regulations, and the work is in existing public right-of-way or easement dedicated to or on property owned by the city.

F. Public works maintenance activities and utility activities which have submitted and had approved an annual scope of work for routine repetitive activities detailing erosion and sediment control measures that comply with the provisions of the PCM or Regional Road Maintenance Endangered Species Act Program Guidelines developed by Tri-County Road Maintenance Technical Working Group, August 2000, and which will be implemented during the specified activities.

G. Routine agricultural practices such as discing, harrowing, plowing, etc., except in sensitive or critical areas. However, said routine agricultural practices in sensitive or critical areas that commenced prior to June 1998 are exempt.

H. Emergency sandbagging, diking, ditching, filling or similar work during or after periods of extreme weather conditions when done to protect life or property.

I. Washington State Department of Transportation (WSDOT) projects in which stormwater management standards, specifications, and practices are conducted in accordance with "WSDOT's Highway Runoff Manual" as approved by the Department of Ecology.

J. All utility trenching and installation where said utility has filed a yearly scope of work plan that addresses sediment and erosion control work methods that comply with the PCM.

K. Projects that are covered under the state of Washington Model Toxics Control Act (MTCA) or the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

L. The removal, deposit, stockpiling, broadcasting or displacement of not more than a total of 50 cubic yards of material throughout the life of a development from its existing, permitted condition. Said materials shall include, but not be limited to, topsoil, gravel, earth, peat, sawdust, mulch, bark, chips or solid nutrients.

M. The creation, addition, or replacement of not more than 200 square feet of impervious surface area, stockpiling or broadcasting of less than 50 cubic yards of topsoil, peat, sawdust, mulch, bark, chips or solid nutrients on a lot, tract, or parcel of land.

...

13.05.160 ~~December 2015 Edition~~ July 2021 Edition, Pierce County Stormwater Management and Site Development Manual adopted.

The city adopts by reference the ~~December 2015~~ July 2021 Edition, Pierce County Stormwater Management and Site Development Manual as modified herein.

13.05.170 Modifications to the PCM.

The city hereby amends the PCM as follows:

Replace any reference to "County" or "Pierce County" in the PCM with "City" or "City of Edgewood". Replace any reference to "Planning and ~~Public Works (PPW)~~ Land Services (PALS)" in the PCM with "Community Development and Public Works Departments". Replace any reference to "PCC Title 18E", "PCC Title 18E.70", "PCC Title 18E.80", or "Critical Areas Ordinance" with "EMC Title 14". Replace any reference to "PCC Title 18A" or "PCC Title 18I"

with “EMC Title 18”. Any other references to “Pierce County Code” shall remain unchanged, unless otherwise noted herein.

~~As stated in PCM Volume I, Section 2.3, all projects shall meet the following minimum requirements, regardless of size and even if exempt from permit application submittal:~~

- ~~• Minimum Requirement #2: Construction Stormwater Pollution Prevention (SWPP);~~
- ~~• Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls; and~~
- ~~• Minimum Requirement #5: Onsite Stormwater Management.~~

~~Projects exempt from the requirements of the 2015 PCM are identified in Volume I Chapter 2.2 and Pierce County Code (PCC) 17A. Such exemptions are briefly summarized below. See the PCM and PCC 17A for further details.~~

- ~~• Emergency projects which if not performed immediately would substantially endanger public safety or property. Upon resolution of the emergency, the property owner must either restore the site to its original condition or comply with the requirements of this Title, EMC Title 18, and PCC 17A within 60 days;~~
- ~~• Pavement maintenance practices (no road prism expansion);~~
- ~~• Commercial agricultural practices, on lands defined in RCW 84.34.020(2) for production, except for activities in sensitive and/or critical areas commencing since June 1998, conversion of timberland to agriculture, or construction of impervious surfaces;~~
- ~~• Projects covered under the State of Washington Model Toxics Control Act (MTCA) or the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA);~~
- ~~• Forest practices regulated under the Forest Practices Act (Chapter 76.09 RCW) that do not convert timberland to other uses.~~
- ~~• Underground and/or overhead utility projects (PCC 17A.10.070 C.1.g, 17A.10.070 C.4) that create less than 500 square feet of impervious surface and are constructed in accordance with the Manual on Accommodating Utilities in Pierce County Rights-of-Way.~~

Volume 1 ~~Chapter~~ Section 1.3 How to Use this Volume – Replace Item 3 with the following:

Chapter 3 to determine what submittal requirements apply. Submittal forms can be obtained from the City of Edgewood’s website: www.cityofedgewood.org.

Volume 1 ~~Section~~ Chapter 1.4.2 Protection and Establishment of Natural Buffer Areas
– Replace the first paragraph with the following:

Natural buffer areas may be required to protect drainage courses from erosion and pollutants. Natural buffer areas are required adjacent to all wetlands, per the city’s requirements, as documented in the Edgewood critical areas ~~atlas~~ maps and required by the Critical Areas Ordinance, EMC Title 14. Where development is proposed near buffer zones

that have been established by the city or near an environmentally sensitive area, obtain the city's regulations regarding buffer zones.

Volume 1 ~~Section~~ ~~Chapter~~ 1.7 Relationship of this Manual to Federal, State, and Local Regulatory Requirements – Replace the second and third paragraphs with the following:

The City of Edgewood website has information on the city's permitting process, including online permit information: www.cityofedgewood.org.

Permit information can also be obtained by calling the general information line at (253) 952-3299, or visiting City Hall at 2224 104th Ave. E. in Edgewood.

Volume 1 ~~Section~~ ~~Chapter~~ 1.7.1 The Manual's Role as Technical Guidance and Requirements – Replace "PCC Title 17A"~~the code reference~~ under "Penalties and Enforcement" with "EMC 13.05.100". Replace "PCC Title 17A"~~the code reference~~ under "Appeals" with EMC 13.05.090.

Volume 1 ~~Section~~ ~~Chapter~~ 1.7.2 More Stringent Measures – Delete the second paragraph.

Volume 1 ~~Section~~ ~~Chapter~~ 1.7.3 Presumptive Versus Demonstrative Approaches to Protecting Water Quality – Replace the phone number at the end of the section with (253) 952-3299.

Volume 1 ~~Section~~ ~~Chapter~~ 1.7.4 – Replace this section with the following:

Phase II – NPDES and State Waste Discharge Stormwater Permits for Municipalities

Certain municipalities and other entities are subject to permitting under the U.S. Environmental Protection Agency (U.S. EPA) Phase II Stormwater Regulations (40 CFR Parts 122, 123). In western Washington, Ecology has issued joint NPDES and state waste discharge permits to regulate the discharges of stormwater from the municipal separate storm sewer systems operated by small cities, including Edgewood.

The Phase II NPDES Municipal Stormwater Permit was reissued on ~~August 1, 2012~~ July 1, 2019 (and subsequently modified on January 16, 2015) and is available on the Ecology website: <http://www.ecy.wa.gov/programs/wq/stormwater/municipal/phaseii/www.phiiipermits.html> <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-Municipal-Stormwater>.

Volume 1 ~~Section~~ 2.2 Exemptions – Replace "PCC Title 17A" with "EMC 13.05.010".

Volume 1 ~~Chapter~~ ~~Section~~ 2.3.1 New Development - Replace the first, bold sentence with the following: **All new development shall be required to comply with Minimum Requirements #2, #4 and #5, regardless of size and even if exempt from permit application submittal.**

There are no amendments to the New Development thresholds.

Volume 1 Chapter 2.3.2 Redevelopment

~~There are no amendments to the Redevelopment thresholds.~~

~~Volume 1 Chapter 2.4.1~~

~~Minimum Requirement #1 Preparation of Stormwater Site Plans.~~

~~There are no amendments to Minimum Requirement #1.~~

Volume 1 Section Chapter 2.4.2 Minimum Requirement #2: Construction Stormwater Pollution Prevention (SWPP).

On page 2-8, add the following paragraph under the third paragraph of ~~Chapter Section~~ 2.4.2:

Per EMC Title 14.90.040(B)(5), the removal and disturbance of vegetation, clearing or grading in Landslide Hazard Management Areas shall be limited to the area of the approved development and shall not be allowed during the wet season (November 1st through May 1st), unless adequate provisions for wet season erosion have been addressed in the geotechnical report and approved by the department.

~~Volume 1 Chapter 2.4.3~~

~~Minimum Requirement #3 Source Control of Pollutants.~~

~~There are no amendments to Minimum Requirement #3.~~

~~Volume 1 Chapter 2.4.4~~

~~Minimum Requirement #4 Preservation of Natural Drainage Systems and Outfalls.~~

~~There are no amendments to Minimum Requirement #4.~~

Volume 1 Section Chapter 2.4.5

Minimum Requirement #5 On-site Stormwater Management

On page 2-40~~11~~, add the following paragraphs under the first paragraph of ~~Chapter Section~~ 2.4.5:

To verify whether or not downstream drainage courses and facilities are adequate (Minimum Requirement #4), all project sites proposing 2,000 square feet or more of new and/or replaced impervious surface area with any discharge (including overflow) must perform a downstream analysis consistent with ~~Chapter Section~~ 3.3.4 (page 3-221, "Drainage Report Section 9", beginning at the second paragraph), from the project site to the applicable receiving water body (pothole, lake, or stream) as depicted in the city's Surface Water Management Plan, ~~but in no case any more than one-half mile downstream of the site.~~

The engineer must field inspect all existing stormwater drainage systems and determine if the capacity is adequate to handle existing flows, flows generated by the proposed project, and any overflows. Project sites tributary to a pothole, ~~even if more than one-half mile from the project site,~~ will also require a zero-rise analysis of said pothole, meeting the

requirements of EMC 14.80.050(E). Adequacy will be evaluated based on conveyance capacity during the ~~51~~100-year peak flow, known flooding problems, erosion damage or potential, amount of freeboard in channels and pipes, and storage potential within the system. If the conveyance is deemed inadequate, the engineer must either improve the system or restrict flows leaving the project to compensate.

In lieu of this downstream analysis, the engineer may either:

1. Demonstrate the undetained / unmitigated 100-year peak flow rate under developed conditions (i.e. overflow) will not be greater than the modeled 100-year peak flow rate under existing conditions, or
2. Retain 100% of stormwater runoff within the project site (following the methods prescribed in the PCM), apply a 20% safety factor to the modeled stormwater retention volume(s), and no surface water will be allowed to leave the site (including overflow).

~~On page 2-10, add the following to the second paragraph after "flow control exempt per Section 2.4.7 of this chapter": (including those project sites that infiltrate 100% of stormwater onsite)~~

~~On page 2-1011, replace the third paragraph~~second paragraph with the following:

In addition, projects subject to the city's Development and Design Standards (per EMC 18.90 and 18.95) should review Volume VI in conjunction with Minimum Requirements #5, #6, and #7. Some of the requirements of EMC 18.90 and 18.95 may partially or fully achieve the requirements of Minimum Requirements #5, #6, and #7. Projects using infiltration for stormwater management may be subject to groundwater flow testing and flow pattern identification as part of the mitigation requirements where infiltration may cause new or exacerbate existing down-gradient flooding, erosion or landslide problems.

~~In lieu of this downstream analysis, the engineer may either:~~

- ~~1. Demonstrate the undetained / unmitigated 100-year peak flow rate under developed conditions (i.e. overflow) will not be greater than the modeled 100-year peak flow rate under existing conditions, or~~
- ~~2. Retain 100% of stormwater runoff within the project site (following the methods prescribed in the PCM), apply a 20% safety factor to the modeled stormwater retention volume(s), and no surface water will be allowed to leave the site (including overflow).~~

~~On page 2-1112, replace the second paragraph~~text and Table 2.1 ~~(and associated note)~~ with the following:

Projects triggering Minimum Requirements #1 through #10 shall either:

- a. Use onsite stormwater management BMPs from List #2 for all surfaces within each type of surface in List #2; or
- b. Demonstrate compliance with the LID Performance Standard and implement the soil preservation and amendment BMP described in Volume III, Section 3.1. Projects selecting this

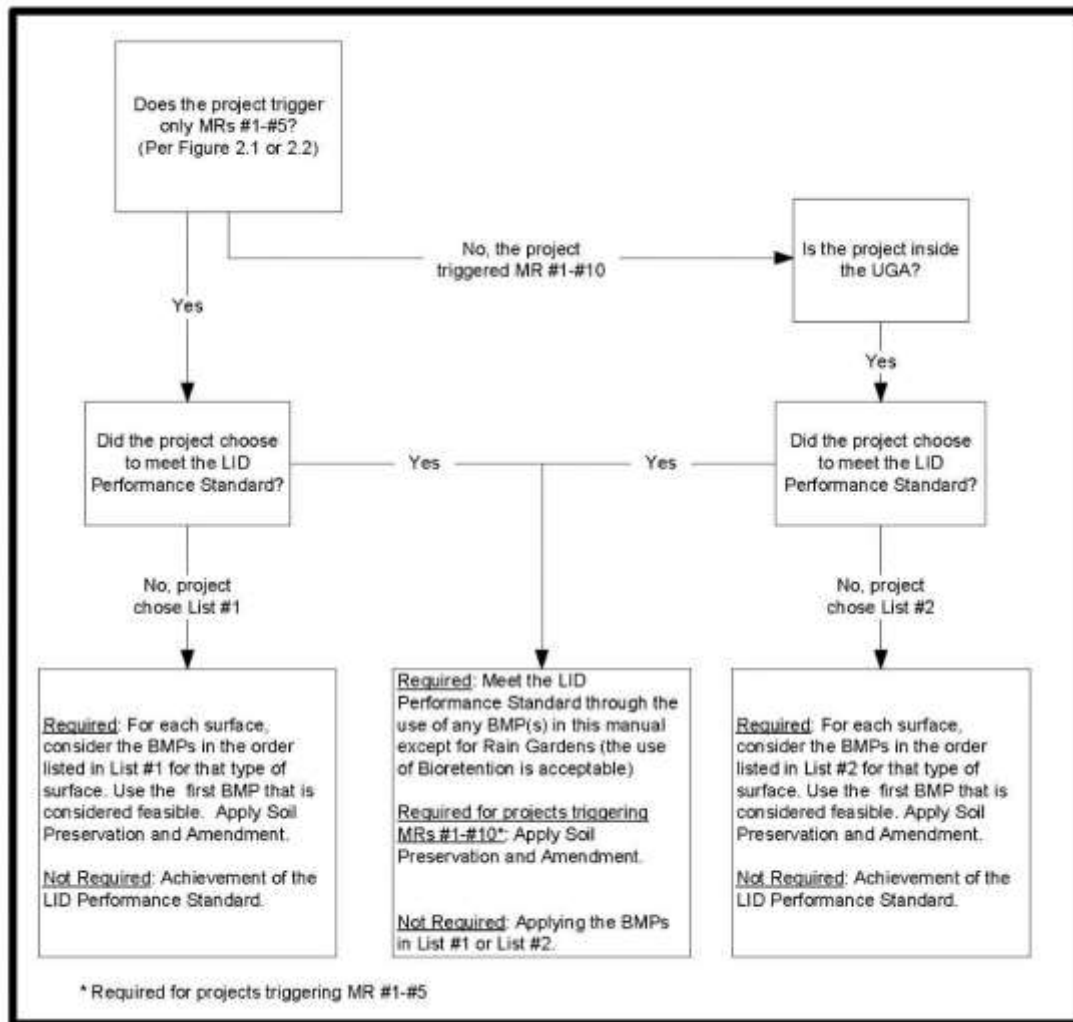
option cannot use rain gardens. They may choose to use bioretention areas as described in Volume III, Section 3.4 to achieve the LID Performance Standard.

On page 2-14, replace the second bullet under “Competing Needs” with:

Where an LID requirement has been found to be in conflict with special design criteria found in EMC Title 18, the existing codes may supersede or reduce the LID requirement.

On page 2-45~~13~~, replace Figure 2.3 with the following:

Figure 2.3 Flow Chart for Determining Minimum Requirement #5 Requirements.



On page 2-16, replace the second bullet under “Competing Needs” with:

Where an LID requirement has been found to be in conflict with special design criteria found in EMC Title 18, the existing codes may supersede or reduce the LID requirement.

Volume 1 Section Chapter-2.4.6

Minimum Requirement #6 Runoff Treatment

On page 2-~~17-19~~, add the following before the first paragraph under “Supplemental Guidelines”:

For new agricultural activities allowed under EMC 14.60.040(D) in aquifer recharge and wellhead protection areas, Integrated Pest Management (IPM) practices and fertilizer use Best Management Practices (BMPs) shall be used as described by the Washington State University Extension Service. See Appendix IV-B for an example IPM program.

Volume 1 Section Chapter 2.4.7

Minimum Requirement #7 Flow Control

There are no flow control-exempt receiving waters in the City of Edgewood. Delete the following:

- On page 2-~~1819~~ to page 2-20, first paragraph, last sentence, delete everything after “into a fresh waterbody” ~~(appears on page 2-20)~~.
- On page 2-~~181920~~, delete the bullet points after the first paragraph, the second paragraph, and the bullet points following the second paragraph (which continue onto page 2-~~19210~~).

On page 2-~~1921~~, replace the second paragraph under “Thresholds” with the following:

If any of the following conditions are met / exceeded, the standard flow control requirement for western Washington must be achieved:

On page 2-~~1921~~, amend the first bulleted paragraph under Thresholds to read:

- Projects in which the total of effective impervious surfaces is 5,000 square feet or more in a threshold discharge area.

On page 2-~~2021~~, replace the first paragraph under “Discharge Requirements” with the following:

It is the City’s policy that stormwater be infiltrated whenever possible. Infiltration facilities shall be designed in accordance with summary standards provided for the applicant’s convenience by the City, or in accordance with the PCM and associated reference documents. Projects using infiltration for stormwater management may be subject to groundwater flow testing and flow pattern identification as part of the mitigation requirements where infiltration may cause new or exacerbate existing down-gradient flooding, erosion or landslide problems.

The allowable release rates from a project are dependent upon the ultimate destination for the stormwater. All projects not directly attributable to one of the four categories defined below shall use Category A for determining the allowable discharge rates.

On page 2-~~2021~~, replace first sentence under “Category A” with: “Any naturally occurring waterbody not defined as a closed depression, publicly owned regional retention and/or detention facility, or privately constructed regional retention and/or detention facility.” Under

"Requirements", delete the last word in the first paragraph, "unless", and the following two bullet points.

In summary, all project sites shall consider forested conditions for the predeveloped scenario.

On page 2-21~~23~~, under "Category B", "Requirements", first bullet point, replace both instances of the phrase "(existing)" after "predeveloped" with "(forested)". Also, after the phrase "must also be added to the final design storage volume", add the following:

without increasing the depth of the proposed facility. A zero-rise analysis shall also be performed on the closed depression, meeting the requirements of EMC 14.80.050(E). WWHM, MGSFlood, or other DOE-approved continuous runoff model shall be used in lieu of HEC-RAS for the zero-rise analysis.

On page 2-23~~25~~, under "Category D", "Requirements", second bullet point, replace "Director of Pierce County Public Works" with "City of Edgewood Public Works Department", and replace "Pierce County Surface Water Management" with "the City of Edgewood Surface Water Program Manager".

~~Volume 1 Section Chapter 2.4.8~~

~~Minimum Requirement #8 Wetlands Protection~~

On page 2-26~~28~~, under "Supplemental Guidelines", first paragraph, replace "Pierce County Critical Areas Ordinance 18E" with "EMC Title 14".

~~Volume 1 Chapter 2.4.9~~

~~Minimum Requirement #9 Operations and Maintenance~~

There are no amendments to Minimum Requirement #9.

~~Volume 1 Chapter 2.4.10~~

~~Minimum Requirement #10 Financial Liability~~

There are no amendments to Minimum Requirement #10.

~~Volume 1 Section Chapter 3.2.6~~ Abbreviated Plan – Site Development Drawings

On page 3-7, bullet point 11, replace "PCC title 18I" with "EMC Title 18".

On page 3-8, under "Advanced Plan Requirements", replace "PCC Title 17A, Soil Engineering – Stability" in the last paragraph with "EMC Title 14".

~~Volume 1 Section Chapter 3.2.9~~ Abbreviated Plan – Establishment of Maintenance Covenant

On page 3-9, replace the first sentence of the second paragraph with the following:

The recorded maintenance covenant must be created on a city-approved form, obtainable from the Surface Water Program Manager.

Volume 1 ~~Section~~ Chapter 3.3.4 Drainage Control Plan – Drainage Report

On page 3-20~~21~~, replace “Drainage Report Section 7 – Floodplain Analysis” with the following:

If the project is within a potential flood hazard area as defined in EMC Title 14 and indicated on the City of Edgewood’s Critical Areas Map, show the 100-year flood hazard area on the plans. If the flood hazard area has not been established (or the city determines that it is in error), the city may require the applicant to establish and map the 100-year flood hazard area for the proposed project per EMC 14.80, to be submitted with the Drainage Report. For closed depressions, the analysis will be for the 100-year flood considering existing land cover conditions. For streams and other water bodies with surface outlets, the analysis will be for the 100-year flood for build out at maximum density allowed by current zoning. If the project is determined to be in the flood hazard area, additional studies per EMC 14.80 may be required. WWHM, MGSFlood, or another DOE-approved continuous runoff model shall be used in lieu of HEC-RAS for the zero-rise analysis. ~~The project engineer shall contact the city Surface Water Program Manager regarding the appropriate computer program(s) for backwater analysis.~~

On page 3-21~~22~~, replace the ~~second through fourth paragraphs~~ last sentence of the first bullet under “Drainage Report Section 9 – Facility Sizing and ~~Offsite Downstream a~~ Analysis” with the following:

The study area shall extend downstream of the proposed project discharge location to the applicable receiving water body (pothole, lake, or stream) as depicted in the city’s Surface Water Management Plan.

~~A downstream analysis is required from the project site to the applicable receiving water body (pothole, lake, or stream) as depicted in the city’s Surface Water Management Plan. The engineer must field inspect all existing stormwater drainage systems and determine if the capacity is adequate to handle existing flows, flows generated by the proposed project, and any overflows. Adequacy will be evaluated based on conveyance capacity during the 100-year peak flow, known flooding problems, erosion damage or potential, amount of freeboard in channels and pipes, and storage potential within the system.~~

On page 3-22, under “Drainage Report Section 9 – Facility Sizing and Offsite Analysis”, between the first and second bullet, insert a new bullet reading as with the following:

Project sites tributary to a closed depression / pothole will also require a zero-rise analysis meeting the requirements of EMC 14.80.050(E). WWHM, MGSFlood, or another DOE-approved continuous runoff model shall be used in lieu of HEC-RAS for the zero-rise analysis.

~~If a capacity problem or stream bank erosion problem is encountered, the release rate from the project will be restricted accordingly or the applicant may correct the problem. Drainage data (available at the city) may be used to assist the engineer in determining the capacity of existing systems. Historic comprehensive storm drainage maps are also available to aid in understanding development patterns and changed conditions. For naturally occurring drainage systems, drainage ditches, or undeveloped drainage courses, the engineer must~~

~~take into account the hydraulic capacity of the existing drainage course and environmental considerations such as erosion, siltation, and increased water velocities or water depths.~~

On page 3-24, under "Drainage Report Section 9 – Facility Sizing and Offsite Analysis", add the following to the end of the second-to-last paragraph:

The engineer must determine if there is adequate capacity in the offsite conveyance system to handle existing flows, flows generated by the proposed project, and any overflows. Adequacy will be evaluated based on conveyance capacity during the 100-year peak flow, known flooding problems, erosion damage or potential, amount of freeboard in channels and pipes, and storage potential within the system.

~~A copy of any storm drainage maps generated from available GIS coverage, updated with current drainage features, and showing the flow route of the onsite water for the downstream conveyance flow path must be included in the storm drainage calculations. USGS maps (minimum scale of 1:2400) may be utilized when city maps are not available.~~

On page 3-254, Table 3.2, replace "Pierce County ~~PAL~~Planning & Public Works (PPW)" with "City of Edgewood", remove the "Shoreline Permit" row, and remove "or Fish and Wildlife Permit" from the last cell.

Volume 1 ~~Section Chapter~~ 3.3.7 Drainage Control Plan – Establishment of Maintenance Covenant

On page 3-2829, replace the first paragraph with the following:

A maintenance covenant is required for each site/lot that contains stormwater management BMPs that will be maintained by a private entity such as an individual, corporation, or homeowner's association. The maintenance covenant must be created on a city-approved form (obtainable from the Edgewood Community Development Department), and any attachments shall meet the recording requirements of the Pierce County Auditor. The covenant shall be recorded at the Pierce County Auditor's office at the expense of the applicant, and shall be tied to the parcel numbers that the project is built on. All covenants must be recorded prior to final construction approval for the proposed project.

Volume 1 Appendix I-B

See Chapter 14.40 EMC for wetland protection, buffer and mitigation requirements. The requirements of EMC 14.40 shall take precedence over Appendix I-B.

Volume 1 Glossary

Areas of Special Flood Hazard: Replace "PCC 18E" with "EMC 14.80".

County, the: Replace title with "City, the" and definition as follows:

The jurisdictional boundaries of the City of Edgewood, and the Mayor or authorized representative.

Critical Areas: Replace "PCC Title 18E – Development Regulations – Critical Areas" with "EMC Title 14".

Environmentally Sensitive Area (Sensitive Area): Replace with “See EMC Title 14.”

Large Lot: Deleted / Not Applicable

One-Lot Subdivision: Deleted / Not Applicable

Short Plat or Short Subdivision: Replace with “As defined in EMC Title 16.”

Subdivision: Replace with “As defined in EMC Title 16.”

Wetlands: Replace with “As defined in EMC Title 14.”

Volume 2 Section Chapter 2.2.1 Narrative

On page 2-45, delete the second paragraph under “Certified Erosion Control Lead”.

On page 2-57, under “Financial/Ownership Responsibilities”, replace “PCC Title 17A.20” with “EMC 16.06.050”.

Volume 2 Section Chapter 2.3.1 Step 1 – Data Collection

On page 2-810, under the “Evaluate Zoning” bullet, replace with the following:

Determine if the site zoning per EMC Title 18 requires a full / comprehensive LID development or if the applicant chooses to apply a full / comprehensive LID development. If pursuing comprehensive LID, see Volume VI for additional requirements and guidelines.

Volume 2 Section Chapter 2.3.3 Step 3 – Construction SWPPP Development and Implementation

On page 2-12, under Element #2: Establish Construction Access”, bullet six, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor – see the City of Edgewood for more information.”

On page 2-2022 to page 2-23, under the ~~third~~ Fifth bullet under Element #9, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor – see the City of Edgewood for more information.” ~~(continued on page 2-23.)~~

On page 2-2224 and continued onto page 2-25, under the ~~first~~ last bullet, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor – see the City of Edgewood for more information.”

Volume 2 Section Chapter 3.1 Source Control BMPs

On page 3-112, under “~~Design and Installation Specifications~~Conditions of Use”, ~~second~~ third bullet, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor – see the City of Edgewood for more information.”

Volume 2 Chapter 3.2 Runoff Conveyance and Treatment BMPs

On page 3-139, under “Sanitary Sewer Disposal”, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor — see the City of Edgewood for more information.” ~~There are no amendments required Runoff Conveyance and Treatment BMPs.~~

Volume 3 ~~Chapter~~ Section 2 Hydrologic Analysis and Design Standards On page 2-1, fourth paragraph, replace the last sentence with: Additional information on general LID site design and requirements of the city’s Development and Design Standards (per EMC 18.90 and 18.95) are provided in Volume VI.

Volume 3 ~~Section~~ ~~Chapter~~ 2.5.2 Infiltration Facilities for Flow Control – Procedures

On page 2-16~~17~~, under “Construct the Facility and Conduct Performance Testing:”, replace with the following:

To demonstrate that the facility performs as designed, the constructed facility must be tested and monitored per the Verification of Performance requirements in Section 2.5.3, and documented as part of the facility’s as-built records.

Volume 3 ~~Section~~ ~~Chapter~~ 2.5.3 General Criteria for Infiltration Basins and Trenches

On page 2-18, under “100-year Overflow Conveyance”, add the following:

To verify the capacity of the overflow conveyance, a downstream analysis shall be prepared per Volume I, Chapter 2.4.5 of this manual (as modified herein). In lieu of this downstream analysis, the engineer may demonstrate 100% retention of stormwater runoff within the project site (following the methods prescribed in the PCM), apply a 20% safety factor to the modeled stormwater retention volume(s), and no surface water will be allowed to leave the site (including bypass and overflow).

On page 2-19, bullet point #5, replace “PCC Title 18E.80” with “EMC Title 14”.

On page 2-20, under “Infiltration Near Steep Slopes or Landslide Hazard Areas”, replace “PCC Title 18E.80” with “EMC Title 14”.

Volume 3 ~~Section~~ ~~Chapter~~ 3.2.1 General Dispersion Facility Design Criteria

On page 3-8, replace the ~~first~~ second bullet point under “General Design Criteria” with the following:

Runoff from dispersion facilities shall not be allowed for stormwater discharges up-slope from Landslide or Erosion Hazard Areas. If the natural discharge location of the site is toward a Landslide or Erosion Hazard Area, stormwater shall be conveyed down the slope in a pipe as required by Chapters 14.90 and 14.110 EMC. If the natural discharge location of the site is away from the Landslide or Erosion Hazard Area, a piped storm system shall be used to convey stormwater away from the hazard area. Stormwater management facilities for the site shall be implemented in accordance with the requirements of Chapter 13.05 EMC and PCM as supplemented herein.

On page 3-8, add the following to the end of Section 3.2.1:

To preserve the vegetative flowpath area on the project site from alteration, the dispersion system and flowpath length shall be documented on a site plan, to be recorded on the property title. The site plan shall include the following requirements:

1. Maintenance of vegetation in the flowpath area shall be in accordance with BMP T5.13 (or otherwise approved design).
2. Splashblocks or gravel-filled trenches shall not be covered or removed but shall be maintained in accordance with the approved design.
3. If the flowpath area, splashblocks, or gravel-filled trenches are disturbed, additional stormwater management facilities shall be designed and constructed in accordance with the PCM or City's most current adopted stormwater manual.

Volume 3 ~~Chapter 3.5.6~~ Paving Surface Design Criteria

On page 3-56, replace "PCC Title 18E.80" with "EMC Title 14".

Volume 3 ~~Chapter 3.9.5~~ Perforated Stub-Out Connections

On page 3-84, replace "PCC Title 18E.80" with "EMC Title 14".

Volume 3 ~~Section Chapter 3.10.2~~ Vegetated Roofs – Applications and Limitations

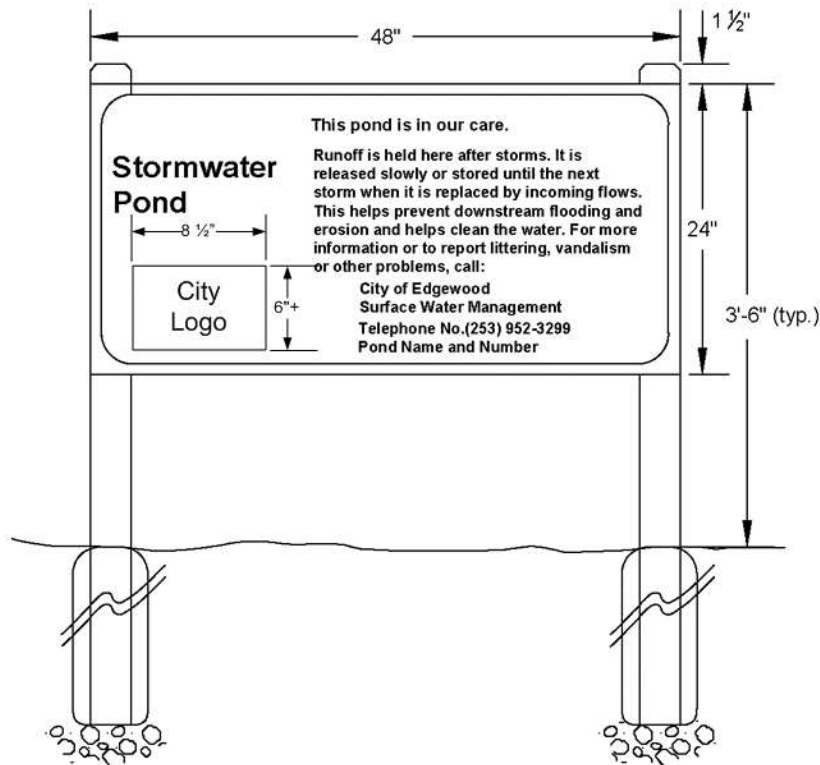
On page 3-87~~94~~, replace "PCC Title 17C – Construction and Infrastructure Regulations – Building and Fire Codes" with "EMC Title 15.05" in fourth bullet point.

Volume 3 ~~Section Chapter 3.12.1~~ Detention Ponds

On page 3-106, replace "Stormwater Sign Sample Specifications" with the following:

On page 3-109, under "Signage" replace paragraph with the following: "

Detention ponds, infiltration basins, wet ponds, and combined ponds shall have a sign placed for maximum visibility from adjacent streets, sidewalks, and paths. An example of sign specifications for a permanent surface water control pond is illustrated below."



Sample Specifications:

Size:	48 inches by 24 inches
Material:	0.125-gauge aluminum
Face:	Non-reflective vinyl or 3 coats outdoor enamel (sprayed).
Lettering:	Silk screen enamel where possible, or vinyl letters.
Colors:	White background, Black letters.
Type face:	Arial. Title: 3 inch; Sub-Title: 1 1/2 inch; Text: 1 inch; Outer Border: 1/8 inch; Border Distance from Edge: 1/4 inch; all text 1 3/4 inch from border.
Posts:	Pressure treated, beveled tops, 1 1/2 inch higher than sign.
Installation:	Secure to chain link fence if available. Otherwise install on two 4" x 4" posts, pressure treated, mounted atop gravel bed, installed in 30-inch concrete filled post holes (8-inch minimum diameter). Top of sign no higher than 42 inches from ground surface.
Placement:	Face sign in direction of primary visual or physical access. Do not block any access road. Do not place within 6 feet of structural facilities (e.g. manholes, spillways, pipe inlets).

Volume 4 ~~Section Chapter~~ 1.3 What Type of Pollutants...

On page 1-2, first paragraph, replace "Pierce County Code (PCC) Title 11" with "EMC 13.25".

Volume 4 ~~Section Chapter~~ 1.4.1 Source Control Best Management Practices

On page 1-45, under item 2, third bullet, replace "County Industrial Pretreatment Program at (253) 798-3013" with "applicable purveyor – see the City of Edgewood for more information."

Volume 4 ~~Section Chapter~~ 1.7 How Do I Get Started?

On page 1-7, replace the third paragraph with the following:

If you have questions, please contact the City of Edgewood Surface Water Program Manager at (253) 952-3299. They can provide assistance over the phone and also at your business site.

Volume 4 ~~Section Chapter~~ 1.8 Some Important Requirements to Note

On page 1-7, replace "PCC Title 11 Illicit Stormwater Discharges" with "Chapter 13.25 EMC", replace "Pierce County Surface Water Management at (253) 798-2725" with "the City of Edgewood Surface Water Program Manager at (253) 952-3299", and replace "Pierce County Planning and Land Services and Public Works (PALSPPW) at (253) 798-7200" with "City of Edgewood at (253) 952-3299;" In the second and third paragraphs.

Volume 4 Chapter 2 Worksheet for Commercial and Industrial Activities

On page 2-1, replace "County Industrial Pretreatment Program at (253) 798-3013" with "applicable purveyor – see the City of Edgewood for more information", and replace "Pierce County Surface Water Management at (253) 798-2725" with "the City of Edgewood Surface Water Program Manager at (253) 952-3299" in the second and third paragraphs.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution - DD21 Maintenance Contract	Agenda Item #: 2.F
	For Agenda of: 6/7/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT RES 22-0xxx 2. Purchased Service Agreement - DD21 Area 2022	
Approval of Materials: Jeremy Metzler Rachel Pitzel 6/7/2022 Dave Gray 6/7/2022 Daryl Eidinger 6/7/2022	Expenditure Required: \$35,750 Amount Budgeted: up to \$60,000 Timeline: 06/07/2022 SS 06/14/2022 RCM

Summary Statement:

In order to have annual maintenance performed on existing drainage facilities in the former Drainage District #21 service area, staff issued a notice to eligible contractors using the Small Works Roster on April 22, 2022. A total of three bids were received by the May 10, 2022 deadline, ranging from \$18,750 to \$394,200 per year. Following discussions with the below bidder, they have withdrawn from further consideration. The next lowest bid received was from Sound Native Plants (SNP), in the amount of \$32,500 plus tax. SNP performed this work in 2021, is now very familiar with the full scope of work required, and is prepared to execute upon authorization.

Staff recommends authorizing a contract with SNP to perform said work for the 2022 season, and attached are the draft resolution and contract for Council's consideration. Staff is prepared to bring this forward at next week's regular meeting for action.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding **Discussion** - Resolution - DD21 Maintenance Contract

Fiscal Note/Consideration:

The City contracted for this maintenance work in 2021 for a total cost of \$41,474 (inclusive of all applicable tax). With a bid of \$32,500, the total expenditure with all applicable taxes would be \$35,750.

RESOLUTION NO. 22-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AWARDING THE CONTRACT FOR VEGETATION
MANAGEMENT SERVICES IN THE DRAINAGE
DISTRICT #21 SERVICE AREA TO SOUND NATIVE
PLANTS, INC., IN THE AMOUNT OF \$35,750.00**

WHEREAS, the City Council authorized the withdrawal of Pierce County Drainage District #21 from all area within the boundaries of the City of Edgewood effective December 31, 2020, by authorization of Resolution 20-0513 at the August 11, 2020 regular meeting; and

WHEREAS, the City issued a Small Works Roster solicitation on April 22, 2022 requesting bids for the work required to maintain drainageways in the former Drainage District #21 service area; and

WHEREAS, after three bids were received and opened on May 10, 2022, and the withdrawal of the lowest bid on June 7, 2022, City staff reviewed and determined that the lowest responsive and responsible bidder was Sound Native Plants, Inc., based on its bid of \$32,500.00 plus tax; and

WHEREAS, the City Council considered staff's recommendation during its study session of June 7, 2022 and regular Council meeting of June 14, 2022, and determined that the contract for installation of the equipment should be awarded to Sound Native Plants, Inc.;

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 contract between the City of Edgewood and Sound Native Plants, Inc. in the amount of \$35,750.00 for vegetation management services in the Drainage District #21 service area. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 14TH DAY OF JUNE, 2022

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Vegetation Management Services Agreement

DRAFT

**CITY OF EDGEWOOD
VEGETATION MANAGEMENT SERVICES AGREEMENT**

THIS Agreement is made effective as of the ____ day of _____, 2022, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)
2224 - 104th Avenue E.
Edgewood, Washington 98372

Contact: Jeremy Metzler
Phone: 253-952-3299

and a corporation, organized under the laws of the State of Washington, doing business as:

SOUND NATIVE PLANTS, INC. (hereinafter the “CONTRACTOR”)
3914 11TH Ave NW
Olympia, WA 98502-2518

Contact: Ben Alexander
Phone: 360-352-4122

for vegetation management services in connection with the following Project:

Vegetation Maintenance Services – Drainage District #21 Service Area

TERMS AND CONDITIONS

1. Services by Contractor.

A. Contractor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Contractor shall not exceed the Scope of Work without prior written authorization from the City. Further, Contractor will commence work on the date specified by the City and shall complete said work within the time frame provided by the City.

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

C. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the services as required. Contractor shall furnish all materials and equipment necessary to complete the services, except for any materials expressly agreed in writing to be provided by the City. Contractor shall further comply with all requirements contained in the Hydraulic Project Approval (HPA) issued by the Washington State Department of Fish and Wildlife, which is incorporated herein by reference and attached to Exhibit “A.”

Revised 4/9/21

D. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 8:00 AM and shall not work after 6:00 PM.

2. **Schedule of Work.** Contractor shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A."

3. **Terms.** This Agreement shall commence on June 15, 2022 and shall terminate on September 30, 2022, unless extended or terminated in writing as provided herein.

4. **Compensation.**

☒ LUMP SUM. Compensation for these services shall be a Lump Sum of \$35,750.00, which includes all applicable tax.

☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$____, including all applicable tax, without prior written authorization, and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."

☐ OTHER. _____

5. **Payment.**

A. Contractor shall submit monthly invoices to the City for all work performed during the preceding month. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

B. If payment is not issued to the Contractor as prescribed, the City may be subject to applicable service charge(s) or interest fee(s) from the date due until paid.

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

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

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

6. Prevailing Wages. Contractor shall file an Intent to Pay Prevailing Wages with the Washington State Department of Labor and Industries (“L&I”), shall pay its employees prevailing wages as established by L&I for all work under this Agreement for the duration thereof, and shall in all respects comply with the provisions of chapter 39.12 RCW in the performance of the work.

7. Discrimination and Compliance with Laws

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

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

C. Contractor shall obtain, and maintain for the duration of this Agreement, a City of Edgewood business license prior to performing any work under this Agreement.

D. Violation of this Paragraph 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

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

9. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time for any reason.

B. Rights Upon Termination.

1. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City, and Contractor shall be entitled to just and equitable compensation for any satisfactory work completed

prior to the date of termination, not to exceed the total compensation set forth herein. Contractor shall not be entitled to any reallocation of cost, profit, or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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

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

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

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

Further, Contractor shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

11. Ownership of Work Product.

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

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

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

13. Indemnification. The Contractor 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 and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

C. Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

D. Acceptability of Insurers

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

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

F. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

G. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

Revised 4/9/21

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

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

City of Edgewood
Jeremy Metzler, Public Works Director
2224 - 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299

Email: jeremy@cityofedgewood.org

Sound Native Plants, Inc.

Attn: Ben Alexander

3914 11TH Ave NW

Olympia, WA 98502-2518

Phone: 360-352-4122

Email: ben@soundnativeplants.com

17. Resolution of Disputes and Governing Law.

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

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

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

18. General Provisions.

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

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

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

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

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

CITY OF EDGEWOOD, WASHINGTON

CONTRACTOR

By: _____
Daryl Eidinger
Mayor

By: _____
Ben Alexander
President

Date: _____

Date: _____

Attest:

By: _____
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By:  _____
Ann Marie J. Soto
City Attorney

Exhibit “A”
Scope of Work and Schedule

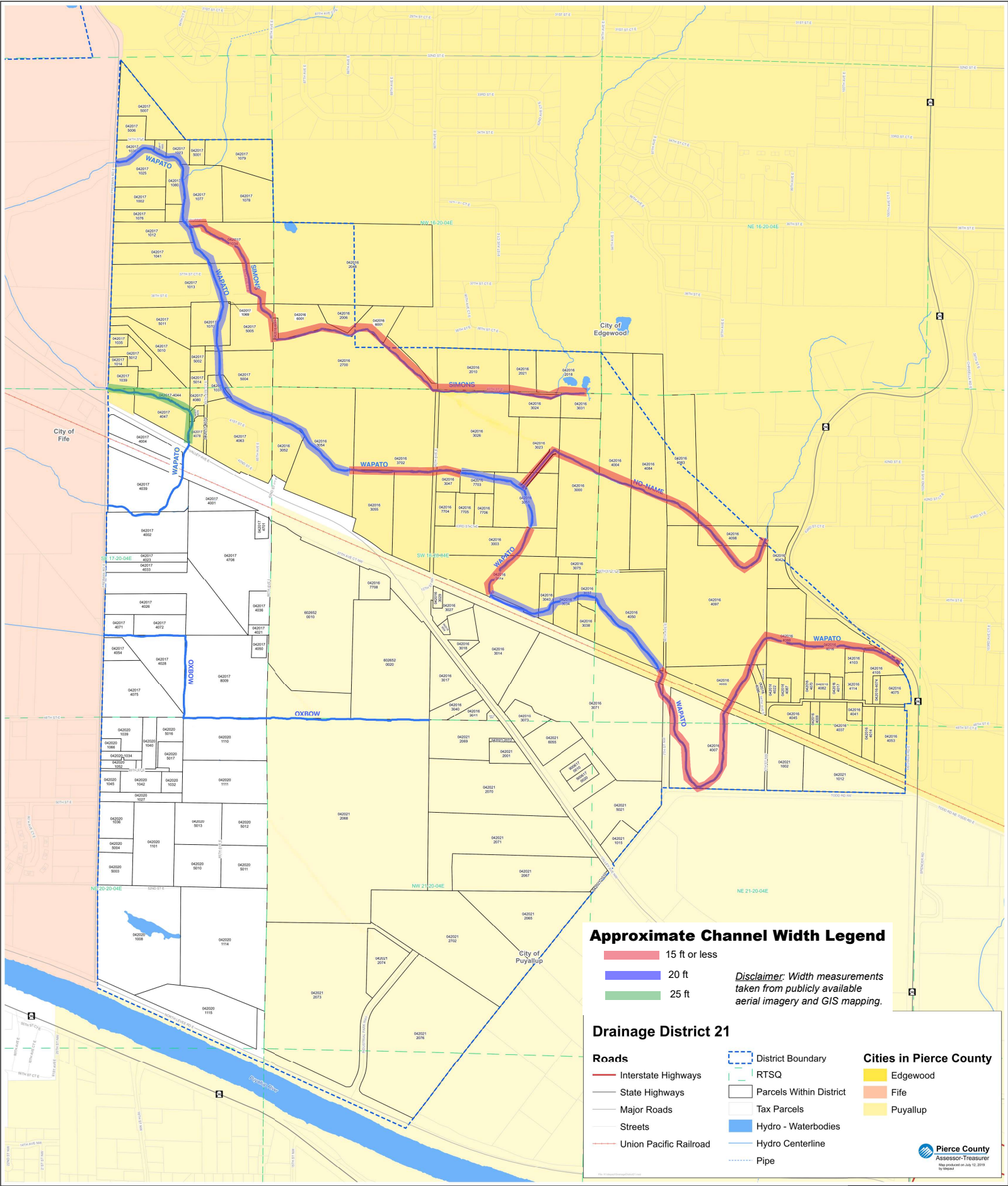
Contractor to furnish all labor, materials, and equipment necessary to perform annual periodic maintenance of existing drainage facilities in the former Drainage District #21 service area, including but not limited to: removal of debris and reed canary grass, from bank to bank, to ensure unobstructed water flow. Removal of said debris and vegetation shall be accomplished using hand tools such as machetes, clippers, weed-whackers, chainsaws, or other similar hand-carried tools, and all spoils shall be placed at least 10 feet from either side of the channel to prevent water quality impacts. No mechanical removal or excavation will be allowed under this contract. All work must comply with the City’s Critical Areas Ordinance and conditions established by Hydraulic Project Approval (HPA) issued by the Washington State Department of Fish and Wildlife (attached).

All work performed under this contract shall occur between June 15 and September 30, 2022, unless otherwise modified by the HPA. The work area is depicted on the attached map, with approximate lengths and maintenance frequencies detailed as follows:

- Simon’s Creek (36th St E to end of 40th St E): 0.8 Miles, two times
- No-Name Creek (90th Ave E to ravine below Meridian): 0.6 Miles, one time
- Wapato Creek (Todd Road to Freeman): 1.7 Miles, two times
- Dechaux Ditch, aka Wapato (Todd Road to Meridian): 0.5 Miles, two times
- Lower Wapato Creek (Freeman to Valley): 1,000 Feet, two times

All work described herein is subject to prevailing wages.

Attachments: DD21 Map, HPA





City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Ordinance – Amending Chapter 8.10 – Fireworks	Agenda Item #: 2.G
	For Agenda of: 6/7/2022
	Prepared by: Darren Groth
Attachments (list): 1. Attachment 1_ EMC 8.10 - Fireworks Sales and Discharge 2. Attachment 2_ MMC Chapter 8.04 - Fireworks	
Approval of Materials: Darren Groth Rachel Pitzel 6/2/2022 Dave Gray 6/2/2022 Daryl Eidinger 6/2/2022	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 06/07/22: Study Session Discussion

Summary Statement:

City Council requested a study session regarding the use and discharge of fireworks. Chapter 70.77 RCW (State Fireworks Law) regulates fireworks within the State of Washington and allows local jurisdictions to enact ordinances that prohibit the sale, purchase, possession, or use of consumer fireworks. Ordinances adopted by a county or city that are more restrictive than state law shall have an effective date no sooner than one year after their adoption, in accordance with RCW 70.77.250(4).

The City of Edgewood currently regulates fireworks within Chapter 8.10, Fireworks of the Edgewood Municipal Code (EMC). Edgewood's existing fireworks standards for retail sales (EMC 8.10.030.J) and the dates and hours of discharge (EMC 8.10.050.A) are provided in Attachment 1.

For background, the state allowances for sales and discharge were provided for the study session on May 3, 2022. In addition, on June 24, 2003, City Council adopted City Ordinance No. 03-210 to set initial local limitations on the dates and hours, which were further amended in 2004 under Ord. No. 04-225 and in 2016 under Ord. No. 16-473. This agenda item is intended to continue the discussion for staff to seek direction regarding any proposed code amendments to EMC 8.10. The initial study session discussion on May 3 was continued to allow Chief Berry to attend in person and provide his thoughts. One item Chief Berry would like to share before the meeting is the City of Milton's fireworks code as an example (Attachment 2). Further meetings and any subsequent action will be scheduled based on the outcome of the discussion from this study session.

Item History:

May 3, 2022, initial study session discussion regarding this topic.

Recommended Action:

Hold a discussion and provide staff direction to **Discussion** – Ordinance – Amending Chapter 8.10 – Fireworks

Fiscal Note/Consideration:

8.10.030 Retail fireworks sales.

J. Retail Sales Period. No fireworks shall be sold or offered for sale at retail within the city except as follows each year:

1. From 12:00 noon to 11:00 p.m. on the twenty-eighth of June;
2. From 9:00 a.m. to 11:00 p.m. on each day from the twenty-ninth of June through the fifth of July;
3. From 12:00 noon to 11:00 p.m. on each day from the twenty-seventh of December through the thirty-first of December;
4. Or as provided in RCW 70.77.311.

8.10.050 Dates and hours when consumer fireworks discharge permitted.

A. Restrictions on Times for Discharge. The discharge of consumer fireworks is prohibited at any time except between the hours of 9:00 a.m. and 12:00 a.m. on the Fourth of July and between the hours of 6:00 p.m. on December 31st and 1:00 a.m. on January 1st of the subsequent year. Provided, that this prohibition shall not apply to duly authorized public displays where the same are authorized pursuant to the laws of the state; and provided further, that this prohibition shall not apply to persons or organizations specified in EMC 8.10.070.

Chapter 8.04 FIREWORKS

Sections:

8.04.010 RCW adopted – Copies filed and authenticated.

8.04.020 Consumer fireworks sales permits.

8.04.030 Fireworks discharge.

8.04.040 Display fireworks.

8.04.050 Violation – Penalty.

8.04.060 Enforcing officer.

8.04.010 RCW adopted – Copies filed and authenticated.

Except as otherwise provided herein, Chapter 70.77 RCW, State Fireworks Law, is hereby adopted by reference, including all future amendments or additions thereto. In accordance with RCW 35A.12.140, a copy of Chapter 70.77 RCW shall be authenticated and recorded with the Milton city clerk, and not less than one copy of such chapter in the form in which it was adopted shall forthwith be filed in the office of the Milton city clerk for use and examination by the public. (Ord. 1755 § 1, 2010).

8.04.020 Consumer fireworks sales permits.

A. Permit – Required. It is unlawful for any person, firm or corporation to engage in the retail sale of or to sell any fireworks within the city without first having obtained a permit pursuant to the provisions of this chapter. The fire chief shall grant or deny consumer fireworks sales applications made pursuant to this section.

B. Permit Fee. The annual permit fee shall be outlined in the city fee schedule.

C. Single Outlet Permitted – Nontransferability. A permit granted pursuant to this chapter shall entitle the permit holder to maintain only one retail outlet. All permits issued pursuant to this chapter shall be used only by the permit holder and shall be nontransferable. Any transfer or purported transfer of such a permit shall be deemed a violation of this chapter.

D. Maximum Number of Permits. No person, firm or corporation shall receive more than one permit for the sale of fireworks during any one calendar year. The maximum number of permits which may be issued pursuant to this chapter shall not exceed a total of four during any calendar year.

E. Permit Granting Preference. Permits shall be granted to those first filing a completed application form with the finance department with the permit fee and meeting all the necessary qualifications and requirements. However, no such permit shall be granted more than 364 days prior to July 4th or December 31st.

F. Conditions for Permit Issuance. A permit for the sale of fireworks shall be issued only upon the following terms and conditions:

1. The applicant shall have a valid and subsisting license issued by the state authorizing the holder thereof to engage in the fireworks business.
2. The applicant shall own or have the right to possess a temporary fireworks stand complying with the standards set forth in this chapter and in Chapter 212-17 WAC for temporary fireworks stands.
3. The applicant shall procure and maintain a policy or policies of public liability and property damage insurance in a company or companies approved by the city in the following amounts:
 - a. One hundred thousand dollars or more for bodily injury liability to each person;
 - b. Five hundred thousand dollars or more for bodily injury liability in any one accident or occurrence;
 - c. Fifty thousand dollars for damage to property in any one accident or occurrence.

4. The location or place of business shall be only in areas zoned as business district or light manufacturing district in the city of Milton zoning code.

5. The applicant shall post with the city a performance bond or cash deposit in an amount not less than \$150.00, conditioned upon the prompt removal of the temporary stand and the cleaning up of all debris from the site of the temporary stand, which deposit shall be returned to the applicant only in the event that he removes said temporary stand and cleans up all debris to the satisfaction of the proper officials of the city. In the event of his failure to do so, said performance bond or cash deposit shall be forfeited to the city. In no event shall applicant be entitled to the return of said performance bond or cash deposit if he has failed to remove said temporary stand and clean up all debris by no later than 11:59 p.m., July 15th for the Fourth of July selling period or no later than 11:59 p.m., January 10th for the New Year's selling season.

G. Restriction on Times for Sale of Fireworks. The sale of consumer fireworks shall not be permitted at any time except between the hours of 12:00 p.m. and 9:00 p.m. on June 28th, 9:00 a.m. and 9:00 p.m. on June 29th through July 4th, and 12:00 p.m. and 9:00 p.m. on December 27th through December 31st of any year.

H. Sale from Temporary Stand Required. All common fireworks except toy caps and sparklers shall be sold only from temporary stands.

I. Temporary Stand Specifications and Requirements. The temporary stands of all permit holders shall conform to the minimum standards and conditions as set forth in Chapter 212-17 WAC for the construction, use, operation, location, and cleanup of temporary structures for the retail sale of fireworks. Inspections of stands shall not be conducted until the fire chief or his or her designee has received the following:

1. A temporary use application;
2. Documentation of approval by the community development department;
3. A business license;
4. A copy of the state license required by Chapter 70.77 RCW; and

5. Proof of insurance as required by this section.

J. Restrictions on Sales of Fireworks Types. Only the following types of fireworks may be sold:

1. Sparkler: stick or wire coated with pyrotechnic composition that produces a shower of sparks upon ignition.
2. Cylindrical fountain: cylindrical tubes containing pyrotechnic composition. Upon ignition, a shower of colored sparks and sometimes a whistling effect is produced. This device may be provided with a spike for insertion into the ground (spike fountain), a wood or plastic base for placing on the ground (base fountain), or a wood or cardboard handle if intended to be hand-held (handle fountain).
3. Cone fountain: cardboard or heavy paper cone containing pyrotechnic composition. The effect is the same as that of a cylindrical fountain.
4. Illuminating torch: cylindrical tube containing pyrotechnic composition. Upon ignition, colored fire is produced. May be spike, base or hand-held.
5. Wheel: pyrotechnic device attached to a post or tree by means of a nail or string. Each wheel may contain up to six driver units containing pyrotechnic composition. Upon ignition, the wheel revolves producing a shower of color and sparks and sometimes a whistling effect.
6. Ground spinner: small device similar to a wheel in design and effect, placed on the ground and ignited. A shower of sparks and color is produced by the rapidly spinning device.
7. Flitter sparkler: narrow paper tube containing pyrotechnic composition which produces color and sparks upon ignition. This device does not have a fuse for ignition. The paper at one end of the tube is ignited to make the device function.
8. Smoke device: tube or sphere containing pyrotechnic composition which, upon ignition, produces white or colored smoke as the primary effect. (Ord. 2032 § 1, 2021; Ord. 1755 § 1, 2010).

8.04.030 Fireworks discharge.

A. Restrictions on Times for Discharge. The discharge of consumer fireworks shall not be permitted at any time except during the following times and dates between the hours of 9:00 a.m. and 11:00 p.m. on the Fourth of July and between the hours of 6:00 p.m. on December 31st and 1:00 a.m. on January 1st of the subsequent year.

B. Restrictions on Possession, Use, Discharge and Detonation of Fireworks Types. Only the types of fireworks listed in MMC 8.04.020(J) may be possessed, used, discharged or detonated within the city of Milton, Washington, in accordance with the restrictions established in this chapter, except that for purposes of this section, “fireworks” do not include:

1. Flares for emergency operation.
2. Signal device to begin an athletic event or sport.
3. Use by military organizations.
4. Blank cartridges for show or theater. (Ord. 1755 § 1, 2010).

8.04.040 Display fireworks.

A. Permit – Required. Upon receiving an application for a public display of fireworks, the fire chief shall investigate whether the character and location of the display as proposed would be hazardous to property or dangerous to any person. Based on the investigation, the fire chief shall make a written recommendation to the city council. The city council may issue the permit if the permit applicant meets the requirements of Chapter 212-17 WAC, including all future amendments or additions thereto, and the requirements of this chapter.

B. Bond or Insurance Requirement. A bond or certificate of insurance must be furnished to the fire chief before a permit is issued. The bond shall be in the amount of \$1,000,000 and shall be conditioned upon the applicant’s payment of all damages to persons and property resulting from or caused by such display fireworks, or by any negligence on the part of the applicant or its agents, servants, employees or subcontractors in the presentation of the display. The certificate of insurance shall evidence a comprehensive general liability, including automobile coverage, insurance policy providing limits of \$1,000,000 combined single limit, per occurrence and annual aggregate, no deductible, and naming the city of Milton as an additional insured.

C. License Requirement. A state certified pyrotechnics operator license is required for operators of display fireworks. (Ord. 1755 § 1, 2010).

8.04.050 Violation – Penalty.

A. Any person violating or failing to comply with the provisions of this chapter shall be guilty of a civil infraction and, upon conviction thereof, shall be punished by a fine not exceeding \$1,000. Any violation of this chapter which also constitutes a violation of state law shall be punishable under state law penalties. In the case of a conviction for a violation of this chapter, the city's fire marshal or designee may order the fireworks stand closed and may deny approval of a request by the person for a fireworks permit for the next year.

B. A person is guilty of a separate offense for each separate and distinct violation of any provisions of this chapter, and a person is guilty of a separate offense for each day during which he/she commits or allows to continue any violation of the provisions of this chapter.

C. Any fireworks which are illegally sold, offered for sale, used, discharged, possessed or transported in violation of the provisions of this chapter or of Chapter 70.77 RCW shall be subject to seizure by any police officer or by the city's fire marshal or his designee. (Ord. 1755 § 1, 2010).

8.04.060 Enforcing officer.

The fire chief of the city, or his/her duly authorized representative, is designated as the enforcing officer of the chapter. In addition to all the grounds for revocation of permits set forth in the general provisions of this chapter, any failure or refusal on the part of a permit holder to obey any rule, regulation or request of the fire chief concerning the sale of fireworks shall be grounds for the revocation of a fireworks license. (Ord. 1755 § 1, 2010).



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Ordinance – 2022 Budget Amendment No. 2 – Labor Model Update – COLA	Agenda Item #: 2.H
	For Agenda of: 6/7/2022
	Prepared by: Dave Gray
Attachments (list): 1. Ord No 22-XXXX Budget Amendment No 2 2. Exhibit A Salary Schedule Mid Year COLA	
Approval of Materials: Dave Gray Rachel Pitzel 6/2/2022 Dave Gray 6/2/2022 Daryl Eidinger 6/2/2022	Expenditure Required: Approximately a \$60,599 dollar increase to the overall labor cost for the year.
	Amount Budgeted: Original Labor Model Budget = \$4,410,083. Ammended Labor Model Budget = \$4,470,682
	Timeline: 06/7/2022 Study Session Discussion 06/14/2022 Regular Council Meeting for potential Council action

Summary Statement:

During the 2021 Salary Commission analysis of staff salaries and inflation indices, the Seattle Tacoma Bellevue CPI was 5.2%. It had fallen from the June level of 5.7%. During the discussion, commission members reviewed other Washington cities' published COLA rates, private enterprise published rates and information from the federal government and Federal Reserve. Janet Yellen ([United States Secretary of the Treasury](#)) as well as many financial forecasting organizations were publicly suggesting they expect the inflation rate to fall into the 2% area (the Fed rate target is 2.2%) sometime between the end of 2021 and the first quarter of 2022. The Finance Director's suggestion was 2.7% and after some discussion, the commission compromised on a rate of 2.5%. The council adopted a salary schedule with a 2.5% COLA. The December 2021 increase was 7.6%. The rate for April 2022 is 9.1%. On Tuesday, June 1, 2022, Janet Yellen published a statement that she had been wrong about rising inflation. While the impact of increasing Fed interest rates appears to be reducing year over year inflation since the April 2022 published rate, it is anticipated the national rate will be 4.3% as an average for 2022. A mid-year COLA adjustment of an increase of 3% would create an average annual COLA rate of 4%. King County has set their Exempt Salary Schedule wage increase for 2022 at 4.545%. The Mayor believes a mid-year increase effective as of July 1st of 3%, raising the average 2022 COLA to 4% is justified and will help the city keep our employees' buying power from being eroded, maintain the city's status as an employer focused on employee satisfaction, and assist with overall employee retention in an extremely tight labor market.

Item History:

Recommended Action:

Discuss the merits of a mid year salary schedule increase and provide the Mayor with direction with regard to a budget amendment.

Fiscal Note/Consideration:

The city has one unfilled position as of June that was funded in the original budget appropriation that would absorb approximately \$49,000 if the position was filled on July 1st 2022 of the proposed \$61,000 additional COLA cost.

ORDINANCE NO. 22-0XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING THE BUDGET FOR THE 2022 FISCAL YEAR, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, State law, Chapter 35A.33 RCW, requires the City of Edgewood adopt an annual budget and provides procedures for such; and

WHEREAS, the City of Edgewood established its 2022 Budget in Ordinance No. 21-0621, amended by Ordinance 21-0627; and

WHEREAS, the City Council desires to amend the 2022 Budget to reflect a mid-year cost-of-living adjustment; and

WHEREAS, in addition, when the original 2022 labor model was created, the forecast that inflation would drop to the 2% range by the end of Q1 of 2022 has not proven accurate and current forecasts indicate a higher 5-8% rate through the end of the year; and

WHEREAS, the Mayor and City Council have worked hard in concert with the Salary Commission to keep our salary schedule competitive and retain staff, the current impact of inflation and a tight labor market have made it obvious it is in the best interest of our staff and community to adopt a mid-year increase together with a revised salary schedule;

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

Section 1. Amending 2022 Budget. The 2022 Budget approved with Ordinance 21-XXXX, as amended by Ordinance 22-0627, is further amended to increase city expenses to accommodate a mid-year cost-of-living increase and to revise the salary schedule as identified in Exhibit A attached hereto and incorporated herein by this reference.

Section 2. Direction to Staff: Staff is hereby authorized and instructed to make the necessary changes to the printed form of the 2022 Budget to reflect the above amendments.

Section 3. Transmittal. The City Clerk is hereby authorized and directed to transmit a certified copy of this ordinance to the Association of Washington Cities, the Auditor of the State of Washington, and Municipal Research Services Center.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

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

PASSED BY THE CITY COUNCIL THIS 14TH DAY OF JUNE, 2022.

Mayor, Daryl Eidinger

Attest/Authenticated:

Rachel Pitzel, CMC
City Clerk

Approved at to Form:

City Attorney Ann Marie Soto

Date of Publication: *June 16, 2022*

Effective Date: *June 21, 2022*

COE 2022 Budget Salary and Benefit (Model F: additional mid-year CPI)

Projected 2.5% 2022 COLA All Steps+3.0% last 6 months

Salary Schedule	Position	Yearly Salary	COLA	Total Salary	Total Ben	TCC (TOTAL WAGE & BENEFIT)
21-01	Administrative Assistant	61,567	938	62,505	21,705	84,210
21-02	Accounting/Administrative Tech	69,772	1,063	70,834	17,247	88,081
21-02	Public Works Maintenance Tech 1	63,675	970	64,644	42,035	106,679
21-02	Public Works Maintenance Tech 2	68,442	1,042	69,484	34,066	103,550
21-03	Public Works Maintenance Tech 2	70,561	1,075	71,636	34,448	106,084
21-03	Public Works Maintenance Tech 2	70,561	1,075	71,636	34,492	106,128
21-04	Planning Tech	74,315	1,132	75,446	24,148	99,594
21-05	Development Review Coordinator	85,975	1,309	87,284	35,862	123,146
21-05	Associate Planner/Community Engagement	85,975	1,309	87,284	26,383	113,667
21-05	NPDES/Surface Water Program Manager	92,924	1,915	94,839	22,709	117,548
21-05	Associate Planner/GIS	91,379	1,392	92,771	37,048	129,819
21-06	Communication Coordinator/Deputy Clerk	97,228	1,481	98,708	43,404	142,112
21-06	Combination Inspector	76,468	1,393	77,861	44,641	122,503
21-07	Associate Engineer	97,568	1,486	99,054	47,095	146,149
21-08	Code Compliance Manager	101,382	1,544	102,926	38,950	141,875
21-08	Accounting Manager	98,339	1,498	99,837	47,244	147,080
21-08	Office Manager	98,339	1,498	99,837	38,383	138,219
21-08	Combination Inspector/Plans Examiner	101,382	1,544	102,926	40,419	143,345
21-08	Combination Inspector/Plans Examiner	104,515	1,592	106,107	41,002	147,109
21-08	Combination Inspector/Plans Examiner	104,515	1,592	106,107	46,236	152,343
21-09	Senior Planner	96,135	1,464	97,598	28,331	125,929
21-10	Planning Manager	115,568	1,760	117,328	37,168	154,495
21-10	Building Official	120,959	1,814	122,774	51,586	174,360
21-11	Public Works Superintendent	110,940	1,689	112,630	37,697	150,327
21-12	City Engineer	126,754	1,930	128,685	52,690	181,375
21-13	City Clerk/HR Director	144,111	2,195	146,305	52,391	198,696
21-13	Com. & Econ Development Director	148,574	2,263	150,837	56,873	207,710
21-13	Public Works Director/PE	148,574	2,263	150,837	48,012	198,849
21-13	Information Technology Director	150,837	2,263	153,100	57,315	210,415
21-14	ACA/Finance Director	161,777	2,464	164,240	40,790	205,030
Staff Total		3,039,111	44,484	3,086,058	1,180,369	4,266,427
ELECT	Mayor	100,800	0	100,800	38,469	139,269
ELECT	7 Members of Council	63,000	0	63,000	1,986	64,986
Elected Total		163,800	0	163,800	40,454	204,254
City Grand Total		3,202,911	44,484	3,249,858	1,220,823	4,470,682
Current Authorized				3198621	1211462	4,410,083
Impact of 3% COLA				51,237	9,361	60,599
Crosscheck				60,599		