



CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA

Tuesday, June 14, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://us06web.zoom.us/j/87002953150>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PRESENTATION

A. SSHA3P Presentation – Jason Gauthier

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

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

The following items are presented for Council approval:

A. Review of Board/Commission Minutes

B. Regular Council Meeting Minutes of May 24, 2022

C. Study Session Meeting Minutes of June 7, 2022

D. **AB22-030** – a motion approving June 2022 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$201,649.76 and Vendor Check Numbers 25456 through 25470 with EFT and Direct Pay Payments in the amount of \$161,060.09. Total distributions submitted for review and authorization in the amount of \$362,709.85.

E. **AB22-0626** - Resolution 22-0626 - DD21 Maintenance Contract

6. COUNCIL BUSINESS

A. **AB22-031** – Code Enforcement Board Vacancy (Position No. 4)

B. **AB22-0628** – Ordinance 22-0628, amending the Budget for the 2022 Fiscal Year

C. **AB22-0629** – Ordinance 22-0629, amending Edgewood Municipal Code (EMC) Title 13 Surface Water Manual Management and Site Development

D. **AB22-0630** – Ordinance 22-0630, creating new chapter 4.40 of the Edgewood Municipal Code relating to Impact Fee Exemptions

7. COUNCIL COMMENTS

8. EXECUTIVE SESSION

A. RCW 42.30.110(1)(i) - City enforcement actions, and to discuss with legal counsel potential litigation

9. ADJOURN

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.

WORK PLAN UPDATE

CITY OF EDGEWOOD COUNCIL MEETING

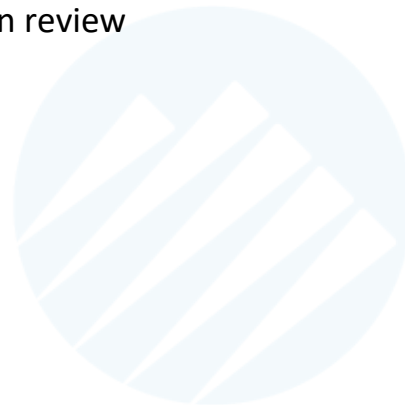
JUNE 14, 2022

OVERVIEW

- Work Plan Development
- Work Plan Principles
- Strategic Priorities & Strategies
- Deliverables & Target Dates
- Implementation Timeline
- Items of Consideration
- Next Steps

WORK PLAN DEVELOPMENT PROCESS

- December 2021
 - Executive Board directed Cedar River Group to begin working with an Executive Board sub-group and staff work group, made up of staff members from member governments, to develop an interim work plan
- January 2022
 - Cedar River Group shared an interim work plan format with Executive Board for review and feedback, and received approval to proceed
- February 2022
 - Cedar River Group met with the both staff work group and the Executive Board sub-group for interim work plan review and discussion
- April 2022
 - Cedar River Group met with the Executive Board sub-group for interim work plan review and feedback
- May 2022
 - Presentation to Executive Board on draft Strategic Priorities and Strategies
- June 2022
 - Presentation to Executive Board on draft deliverables and target dates



PRINCIPLES

1. Actions that benefit the diverse needs of member governments
2. Creation of opportunities for early, collaborative success
3. Leverage momentum from other efforts or new resources
4. Reflect SSHAP's most important reasons for existence
5. Create tangible results for member governments
6. Acknowledge and amplifies the value of other existing resources and entities
7. Frames priorities to get critical work started

STRATEGIC PRIORITY 1

Develop and support policies and programs that prioritize and incentivize residential production



STRATEGIC PRIORITY 2

Refine understanding of
affordable housing
solutions and promising
practices



STRATEGIC PRIORITY 3

Assist member governments in achieving affordable and attainable production and preservation goals



STRATEGIC PRIORITY 4

Ensure our community's
affordable, attainable,
and accessible housing
needs are represented



4



STRATEGIC PRIORITY 5

Complete the
organizational aspects of
the SSHA³P
intergovernmental
operation



STRATEGIC PRIORITY 1

Develop and support policies and programs that prioritize and incentivize residential production.

1A) Identify 1-3 policy and program areas that have significant impact and/or potential for impact, and develop a toolkit for tracking and dissemination

1B) Explore potential collaborative project funding to increase affordable housing development

Activities/Actions		Responsible	Deliverable	Target Date
1A	Assess and catalog policies and programs currently in use by member governments and to the degree possible summarize usage/yield	SSHA ³ P Manager working w/ member staff work group	One summary assessment of current policy and program landscape, performance, and potential.	9/5/2022
1A	Review and create a compilation of potential policies and programs which SSHA ³ P members could potentially benefit from if enacted	SSHA ³ P Manager working w/ member staff work group		
1A	Executive Board review of policy and program assessment and provide direction to staff on 1-3 priority items for toolkit development.	Executive Board & SSHA ³ P Manager	Presentation and decision package for Executive Board	10/2/2022
1A	Determine best strategy to create an accessible toolkit and knowledge sharing strategy for member governments to support usage.	SSHA ³ P Manager working w/ member staff work group	One operational toolkit marketed to all member governments and usage dashboard.	11/1/2022
1A	Implement toolkit and socialize access and tracking of member government consideration and usage.	SSHA ³ P Manager working w/ member staff work group		
1B	Ascertain interest from member governments on willingness to partner with member governments on affordable housing development project(s).	SSHA ³ P Manager working w/ member staff work group	One summary report on partnership structure(s) acceptable for member governments to consider.	11/4/2022

STRATEGIC PRIORITY 2

Refine understanding of affordable housing solutions and promising practices

- 2A) Identify, package, and share essential data on market rate and affordable housing production
- 2B) Continued learning on the cost drivers and regulatory requirements of market rate and affordable housing development
- 2C) Ascertain and meet the continuing learning expectations and needs of decision makers to affect change

Activities/Actions		Responsible	Deliverable	Target Date
2A	Create GIS map* for completed affordable housing units for calendar years 2016 -2021 and for units projected to be completed 2022-2023. <i>*This mapping may include details on 12-year MFTE projects.</i>	SSHA ³ P Manager working w/ member staff work group	One operational GIS map on SSHA ³ P website for affordable housing unit inventory and production.	9/1/2022
2A	Create GIS map for completed residential units for calendar years 2016 – 2021.	SSHA ³ P Manager	One operational GIS map on SSHA ³ P website for housing unit production and affordable housing inventory.	9/1/2022
2B	Design presentation(s) in collaboration with market rate and affordable housing developers of a variety of housing types regarding the cost drivers and regulatory requirements of housing development.	SSHA ³ P Manager working w/ member staff work group	Deliver two high-quality, repeatable presentations on market rate and affordable housing development realities on multi-family and ownership unit production.	9/2/2022
2C	Assess the learning needs and goals of member governments and Executive Board members.	SSHA ³ P Manager, Executive Board members, and member staff work group	Summary of learning needs assessment, including prioritization, presentation topic schedule, evaluation process post-presentation	10/1/2022

STRATEGIC PRIORITY 3

Assist member governments in achieving affordable and attainable production and preservation goals.

3A) Identify funding mechanisms and the scope of member governments' historical utilization

3B) Design mechanism(s) to identify member governments' policy and/or program assistance needs and prioritize the fulfillment of those needs

Activities/Actions		Responsible	Deliverable	Target Date
3A	Review history of Washington State Housing Trust Fund (HTF) awards for Pierce County affordable housing projects.	SSHA ³ P Manager	One report on award history of HTF and LIHTC for Pierce County affordable housing projects.	9/2/2022
3A	Review history of 4% and 9% Low Income Housing Tax Credit (LIHTC) awards for Pierce County affordable housing projects.	SSHA ³ P Manager		
3B	Conduct monthly member staff work group meetings with meeting time allocated for information sharing and program/policy collaboration.	SSHA ³ P Manager working w/ member staff work group	Quarterly Report to Executive Board on member support activities	Ongoing Quarterly
3B	Survey of member governments on current and future program and policies needs and considerations.	SSHA ³ P Manager working w/ member staff work group		
3B	Provide reasonable support as requested by member governments	SSHA ³ P Manager working w/ member staff work group		
3B	Conduct regular member satisfaction surveys to gauge efficacy of member support work	SSHA ³ P Manager		

STRATEGIC PRIORITY 4

Ensure our community's affordable, attainable, and accessible housing needs are represented.

- 4A) Identify local, regional, and statewide influence hubs that affect member governments' policies and resources, and map and ensure member government representation
- 4B) Produce an annual set of state legislative priorities and determine collaborative paths for joint advocacy success

	Activities/Actions	Responsible	Deliverable	Target Date
4A	Conduct review of local, regional, and statewide formal and informal policy bodies that inform structure for land use, residential building code, and housing and affordable housing policy.	SSHA ³ P Manager working w/ member staff work group	Matrix of applicable policy bodies, SSHA ³ P member government participation, and opportunity for representation and participation.	10/1/2022
4A	Determine if SSHA ³ P member government interests are adequately represented.	SSHA ³ P Manager working w/ member staff work group		
4A	Identify opportunities for SSHA ³ P member governments to gain representation on applicable formal and informal policy bodies.	SSHA ³ P Manager working w/ member staff work group	Presentation on matrix and Executive Board feedback on representation opportunities on local, regional, and statewide policy bodies.	12/2/2022
4B	Survey of member governments and their housing and housing related legislative priorities	SSHA ³ P Manager, member staff work group, and Executive Board	Presentation of draft State Legislative Priorities and options for SSHA ³ P's legislative participation.	10/7/2022
4B	Meeting with SSHA ³ P Executive Board member and/or member government affairs designee to review legislative priorities and design role for SSHA ³ P to fill on housing advocacy.	SSHA ³ P Manager, member staff, and Executive Board	Presentation of State Legislative Priorities and plan for SSHA ³ P's legislative participation.	11/4/2022

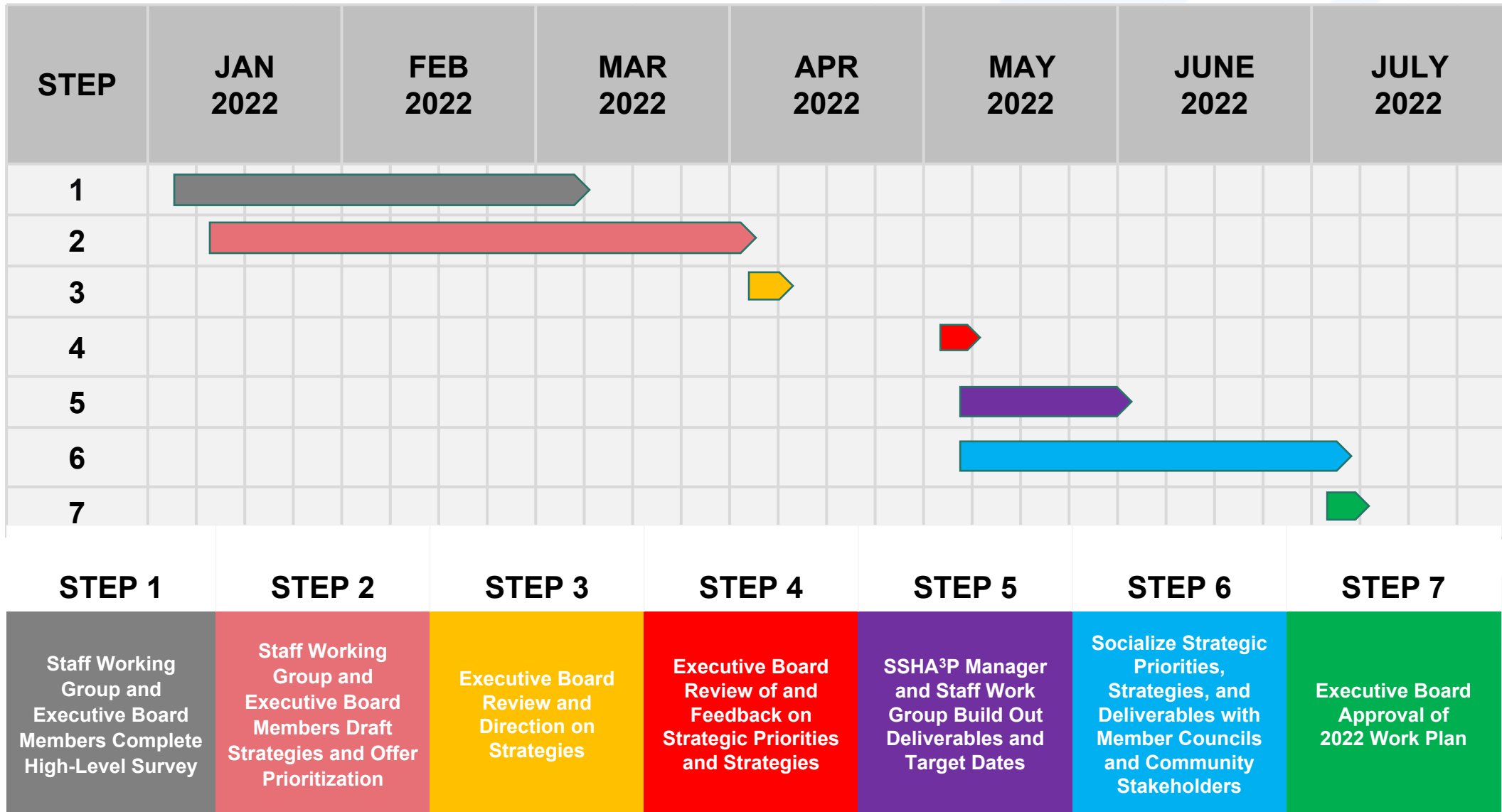
STRATEGIC PRIORITY 5

Complete the organizational aspects of the SSHA³P Intergovernmental entity.

- 5A) Hire and support .5 FTE staff position
- 5B) Continuously review, consider, adopt, and implement policies and procedures for SSHA³P governance and operations
- 5C) Identify, orient, and deploy an Advisory Board to effect equitable community engagement

Activities/Actions		Responsible	Deliverable	Target Date
5A	Create full position description for 0.5 FTE	SSHA ³ P Manager	Staff hired	9/1/2022
5A	Recruitment, interview, and hiring for 0.5 FTE	SSHA ³ P Manager		
5B	Review best practices employed by other regional collaborations, specifically collaborations engaged in the housing and affordable housing space.	SSHA ³ P Manager working w/ member staff work group	Memorandum for Executive Board to review potential practice and process changes to Executive Board operations.	11/15/2022
5C	Create Advisory Board scope of work and board member role/responsibility description	SSHA ³ P Manager working w/ member staff work group	Advisory Board member application portal activated, and Advisory Board member recruitment started.	12/15/2022
5C	Create Advisory Board member recruitment plan	SSHA ³ P Manager working w/ member staff work group		
5C	Create Advisory Board member orientation plan	SSHA ³ P Manager		

2022 Work Plan Implementation Timeline



ITEMS OF CONSIDERATION

- Staffing
- Opportunities
- In-progress items
- 2023 Work Plan

NEXT STEPS

- Member Council Presentations
- Community Stakeholder Presentations
- Member Staff Work Group Review and Feedback on Final Draft
- Executive Board Sub-Group Review and Feedback on Final Draft
- Implementation of Feedback for Final Draft
- 2022 Work Plan Presentation and Adoption by Executive Board | July 1, 2022

WORK PLAN UPDATE

CITY OF EDGEWOOD COUNCIL MEETING

JUNE 14, 2022



PARKS AND RECREATION ADVISORY BOARD (Hybrid) MEETING SUMMARY

Wednesday, April 13, 2022 – 6pm ♦ City Hall – 2224 104th Avenue East ♦

1. CALL TO ORDER

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

2. ROLL CALL

Present: Brian Levenhagen, Jeff Southard, Linda Howard, Amity Highley, Bill Hilton, Anne Percival, Stacie Farmer

Council Liaison: Rosanne Tomin

City Staff Present: Public Works Director (PWD) Jeremy Metzler, Communications Coordinator/Deputy City Clerk Jill Schwerzler-Herrera

3. APPROVAL OF MEETING SUMMARY

Bill Hilton **MOVED**, Amity Highley **SECONDED** to approve the March 9, 2022 Meeting Summary.

APPROVED (6-0)

4. OLD BUSINESS

- PROST Plan Update

Board members reviewed the PROST plan again and discussed needed edits, and additions.

Discussion ensued about adding potential wetland areas. Not ready to present to council.

Jill will share most recent submission with the PRAB

- Edgemont Park Playground

Hoping to get this delivered second half of May possibly finished before picnic.

- Edgewood Picnic Planning

Jeremy talked to the Mayor as to progress for the picnic this year. Discussion about whether the PRAB wanted their own booth in addition to the city booth. Jeff and Bill were willing to staff it.

It was agreed to bring back to finalize at an upcoming meeting.

- Community Garden – Rules and Policy

Stacie and Ann discussed this agenda item detailing out the possibility of plot fees, what dedicated staff time might look like, and the necessary edits needed to the current applications.

- Future Agendas List/2022 Work Plan

Members viewed the current FAL and discussed various possible additions for future meetings.

5. NEW BUSINESS

- Presentation – Tacoma to Puyallup Trail

Public Works Director Metzler briefed the PRAB members on this agenda topic, reviewing various connections on the provided map.

- Memorials for fallen deputies
Public Works Director Metzler opened this agenda item speaking on the sad and untimely passing of Deputy Dom Calata. Bill Hilton then shared his suggestion of dedicating a bench with a plaque at one of our three city parks.
- Tri-Jurisdictional Subcommittee
Public Works Director Metzler asked for volunteers to join this committee. Members then discussed what would be required. There were no volunteers and board members decided to decline to participate.

6. **ADJOURN** – 7:39pm



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, May 9, 2022 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Vice-Chair Pincas called meeting to order at 6:07 PM
 - A. **Commissioners Present:** Guillory; Greene; Wagner; Ramirez; Pincas; Slate
 - B. **Commissioners Absent:** Overfield
 - C. **Staff Member(s) Present:** Darren Groth, CED Director
Emily Arteche, Planning Manager
Evan Hietpas, Associate Planner
Joe Blaine, Engineering Technician
 - D. **Others Present:** Councilmember Day
Councilmember Tomin
2. **CONSENT AGENDA:** Greene motioned to APPROVE as presented, Guillory seconded. Commission voted 6-0 to approve the Consent Agenda, as presented.
3. **CITIZEN COMMENTS:**
 - A. Andrew Wiesenfeld, Chair of Edgewood EDAB: Requested improved collaboration and coordination between the Planning Commission and EDAB, specifically related to Town Center, with a proposal of a future joint meeting with all members.
 - B. Linda Burgess, 12822 51st Street East, Puyallup River Watershed Council Board member: Explained what the PRWC does and requested feedback on the development of an “environmental toolkit” as a resource for policymakers in Edgewood, specifically related to the upcoming Comprehensive Planning process.
 - C. Leo Taylor, ESI Security Owner: Expressed concerns related to the Site Plan design standards review application for commercial businesses.
4. **PUBLIC HEARINGS:**
 - A. Comprehensive Plan Amendment Docket
 - i. Vice-Chair Pincas opened the public hearing at 6:34.
 - ii. Hietpas briefed the Commission and public on the public hearing item.
 - iii. Ryan Erickson, Edgewood resident, expressed gratitude for the City’s planning efforts.
 - iv. Vice-Chair Pincas closed the public hearing at 6:36.
 - B. Impact Fee Exemptions Code Amendments (Low-Income Housing)
 - i. Vice-Chair Pincas opened the public hearing at 6:37.
 - ii. Hietpas briefed the Commission and public on the public hearing item.
 - iii. No public comment.
 - iv. Vice-Chair Pincas closed the public hearing at 6:39.

5. ACTION ITEMS:

A. Comprehensive Plan Amendment Docket

- i. Vice-Chair Pincas requested a motion to approve the proposed docket presented in the staff report submitted by Groth and Hietpas.
- ii. Wagner moved to approve; Guillory seconded. Commission voted 6-0 to approve the amendments.

B. Impact Fee Exemptions Code Amendments (Low-Income Housing)

- i. Chair Overfield requested a motion to approve the proposed code amendments as presented in the staff report submitted by Metzler and Hietpas.
- ii. Wagner moved to approve; Slate seconded. Commission voted 5-1 to approve the amendments.

6. DISCUSSION ITEMS:

A. New Business:

i. Stormwater Manual Code Update (Artificial Turf)

- Hietpas and Blaine opened the discussion.
- The Commission discussed and determined that further discussion could be held on artificial turf regulations and restrictions.

ii. Reappointments

- Hietpas announced the upcoming expiration dates for Positions 1, 2, and 3 and requested confirmation from these positions to continue serving as Commissioners.
- Commissioners confirmed that they will continue serving, if City Council approves their reappointments.

iii. APA Membership

- Hietpas and Groth announced that the City will renew the Commissioners' APA membership, unless otherwise instructed by individuals.

B. Old Business:

i. Town Center

- Hietpas opened the discussion, explained the approach for the May 19th Community Workshop, and announced the release of a Subarea Plan draft outline document.
- Groth promoted May 31st City Council Open House focusing on Planning Division projects and topics.

ii. 2022 Work Plan

- No discussion held on the 2022 Work Plan.

7. STAFF COMMENTS:

8. COMMISSIONER COMMENTS:

- A.** Vice-Chair Pincas provided comment on her personal experience with the City's Site Plan review process for tree preservation. She requested to discuss the City's permit review process in upcoming meeting to identify improvements that could be recommended to staff for consideration and action.

9. ADJOURN: Vice-Chair Pincas adjourned meeting at 7:45 PM.



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, May 24, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:02pm and led the attendees in the Pledge of Allegiance.

Present: Mayor Eidinger, Deputy Mayor Tomin, Councilmember West, Councilmember Creley, Councilmember Day, Councilmember Keith, Councilmember Buckley **Excused:** Councilmember Lowry **Staff Present:** Assistant City Administrator Dave Gray, Communications Coordinator/Deputy City Clerk Jill Schwerzler-Herrera, IT Director Matthew Ray, Community & Economic Development Director Darren Groth, City Attorney Ann Marie Soto

2 AUDIENCE COMMENT

There was no audience comment.

3 MAYOR'S REPORT

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

4 CONSENT AGENDA:

- A. Regular City Council Meeting Minutes of May 10, 2022
- B. Study Session Meeting Minutes of May 17, 2022
- C. **AB22-029** – a motion approving May 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$149,427.66 and Vendor Check Numbers 25443 through 25455 with EFT and Direct Pay Payments in the amount of \$390,702.12 and void check number 25292 in the amount of <\$3,408.02>. Total distributions submitted for review and authorization in the amount of \$536,721.76.
- D. **AB22-0623** – Resolution 22-0623, authorizing the Mayor to execute a limited-term employment contract with Evan Hietpas
- E. **AB22-0624** – Resolution 22-0624, authorizing the mayor to execute a purchase order with Be Culture to help establish policy and procedures
- F. **AB22-0625** – Resolution 22-0625, Comprehensive Plan Final Docket
Motion: As read, **Action:** Approve, **Moved by:** Councilmember West **Seconded by:** Deputy Mayor Tomin **Motion Passed 6-0**

5 COUNCIL BUSINESS

There was no Council Business.

6 COUNCIL COMMENTS

Deputy Mayor Tomin spoke.
Councilmember Keith spoke.

Councilmember Buckley spoke.
Councilmember Day spoke.
Councilmember West spoke.

7 EXECUTIVE SESSION

- A.** RCW 42.30.110(1)(i) - City enforcement actions, and to discuss with legal counsel potential litigation

Mayor Eidinger announced there would be an Executive Session with possible action to follow, citing RCW 42.30.110(1)(i). He recessed the meeting for 30 minutes at 7:24pm, extending at 7:54pm, 8:04pm, 8:14pm, 8:24pm, 8:34pm, 8:39pm, 8:44pm, and 8:49pm, reconvening at 8:54pm.

Motion: To authorize the City Attorney to initiate a nuisance abatement action in superior court for the abatement of 1009 Meridian Ave E. , **Action:** Approve, **Moved by:** Councilmember Day **Seconded by:** Councilmember Creley **Motion Passed 6-0**

8 ADJOURN

Mayor Eidinger adjourned the meeting at 8:55:pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

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

1 CALL TO ORDER

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

Present: Mayor Eidinger, Deputy Mayor Tomin, Councilmember Creley, Councilmember Day, Councilmember Buckley, **Excused:** Councilmember Lowry, Councilmember Keith, Councilmember West **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community and Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT/Facilities Director Matthew Ray, Chief Berry

2 COUNCIL BUSINESS

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

Community and Economic Development Director Groth introduced applicant Andy Duckworth, who answered Council questions related to his desire to join the board.

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

Deputy Mayor Tomin explained the committee had nothing new to report/discuss, but would for the June 21st Study Session.

C. Discussion – Sidewalks

Public Works Director Metzler gave a brief update of what the city has accomplished so far pertaining to sidewalks and then opened it up for questions on the topic.

D. Discussion – Impact Fee Exemptions Code Amendments

Community and Economic Development Director Groth, discussed the proposed Ordinance and code amendment to exempt low income housing from impact fees.

E. Discussion – Surface Water Manual Update

Public Works Director Metzler reviewed the need for this update based on discussion at an earlier meeting, explaining it was scheduled to move forward for final action the following week.

F. Discussion - Resolution - DD21 Maintenance Contract

Public Works Director Metzler briefed on this agenda item and the need for the contract.

G. Discussion – Ordinance – Amending Chapter 8.10 – Fireworks

Community and Economic Development Director Groth reviewed this agenda item and explained the history of the topic. Chief Berry then presented his findings on the matter, and answered Council questions. The consensus was to bring the topic forward for a public hearing to discuss it further.

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

City Administrator Gray brought this item forward for review and discussion. He then answered the Councilmembers' questions, who then agreed to move the agenda item forward for final action.

3 OTHER COUNCIL ITEMS

Mayor Eidinger spoke.

Councilmember Day spoke.

Deputy Mayor Tomin spoke.

Councilmember Buckley spoke.

Councilmember Creley spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 8:25pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor

City of Edgewood 2022
June 14th 2022 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
AWC EFT 5/31/2022	AWC Employee Benefit Trust	5/31/2022	\$52,260.53
DCP EFT 5/31/2022	Deferred Compensation Program	5/31/2022	\$17,255.64
Direct Deposit Run -	Payroll Vendor	5/31/2022	\$92,991.06
DRS EFT 5/31/2022	Dept of Retirement Systems	5/31/2022	\$20,978.23
DSHS DCS EFT 5/31/22	WA State Support Registry	5/31/2022	\$819.00
IRS 941 EFT 5/31/2022	IRS 941	5/31/2022	\$17,345.30
Total			\$201,649.76

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25455 Last Number Issued Previous Authorization			
25456	A & R Services dba Angela Rojo	6/14/2022	\$1,135.00
25457	A WorkSAFE Service, Inc.	6/14/2022	\$55.00
25458	Be Culture	6/14/2022	\$7,500.00
25459	City of Sumner	6/14/2022	\$5,958.33
25460	Code Publishing Inc.	6/14/2022	\$667.50
25461	Department of Transportation	6/14/2022	\$153.89
25462	Drain-Pro	6/14/2022	\$2,743.50
25463	Fife Machine Tech Inc.	6/14/2022	\$110.00
25464	Gray & Osborne, Inc	6/14/2022	\$13,029.50
25465	Pierce County Budget & Finance PW	6/14/2022	\$1,455.62
25466	Fairbanks, John S	6/14/2022	\$124.18
25467	Rhay Design LLC	6/14/2022	\$2,000.00
25468	Sterling Automotive Service	6/14/2022	\$733.32
25469	Stripe Rite, Inc.	6/14/2022	\$2,475.00
25470	TruGreen	6/14/2022	\$7,397.50
Direct Pay Payment	American Traffic Solutions	6/14/2022	\$28,500.00
Direct Pay Payment	Pape Machinery Inc.	6/14/2022	\$67.09
Direct Pay Payment	TK Elevator	6/14/2022	\$1,138.43
Direct Pay Payment	Utilities Underground Location Center	6/14/2022	\$149.64
Direct Pay Payment	Bush, Roed & Hitchings, Inc.	6/14/2022	\$17,157.36
Direct Pay Payment	CDW Government	6/14/2022	\$1,174.11
Direct Pay Payment	Dave Gray	6/14/2022	\$2,004.01
Direct Pay Payment	Herrera Environmental Consultants, Inc.	6/14/2022	\$5,667.30
Direct Pay Payment	Kyocera Document Solutions NW	6/14/2022	\$8,503.40
Direct Pay Payment	Madrona Law Group, PLLC	6/14/2022	\$11,145.50
Direct Pay Payment	McKinstry Co, LLC	6/14/2022	\$1,535.23
Direct Pay Payment	Mimecast North America Inc.	6/14/2022	\$11,227.78
EFT Payment	All Color	6/14/2022	\$50.00
EFT Payment	Murrey's Disposal Company	6/14/2022	\$185.04
EFT Payment	Office Depot	6/14/2022	\$232.21
EFT Payment	O'Reilly Auto Parts	6/14/2022	\$119.05
EFT Payment	Puget Sound Energy	6/14/2022	\$76.55
EFT Payment	Shell	6/14/2022	\$2,725.67
EFT Payment	Smarsh, Inc.	6/14/2022	\$12.53
EFT Payment	Verizon Wireless	6/14/2022	\$1,545.61
EFT Payment	Wilbur-Ellis Company	6/14/2022	\$99.01
EFT Payment	Century Link	6/14/2022	\$158.91
EFT Payment	Columbia Bank	6/14/2022	\$19,765.30
EFT Payment	Comcast	6/14/2022	\$500.75
EFT Payment	Crystal Springs	6/14/2022	\$183.45
EFT Payment	ESI Security	6/14/2022	\$6.60
EFT Payment	Grainger	6/14/2022	\$128.68
EFT Payment	Lakehaven Water & Sewer District	6/14/2022	\$30.44
EFT Payment	McLendon Hardware-Blue Tarp Credit Services	6/14/2022	\$692.03
EFT Payment	Mt. View-Edgewood Water Co.	6/14/2022	\$740.07
Total Claims Voucher Distribution			\$161,060.09
Total Distribution Submitted for Review & Authorization			\$362,709.85

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments **\$362,709.85**

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

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

Fiscal: : 2022 - June

Council Date: : 2022 - June - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	25456			2022 - June - 1st Council Meeting	
		546			
			June Services		
			001-018-000-518-30-41-01	Professional Services	\$1,135.00
				Monthly Janitorial Svs. for June	
		Total 546			\$1,135.00
	Total 25456				\$1,135.00
Total A & R Services dba Angela Rojo					\$1,135.00
A WorkSAFE Service, Inc.	25457			2022 - June - 1st Council Meeting	
		320726			
			May Service		
			001-018-000-518-20-41-01	Professional Service	\$55.00
				Employment Drug Test	
		Total 320726			\$55.00
	Total 25457				\$55.00
Total A WorkSAFE Service, Inc.					\$55.00
All Color					
	EFT Payment 6/9/2022 9:05:44 AM - 1			2022 - June - 1st Council Meeting	
	4727*				
			Correction from May 2nd Council Meeting		
			001-058-000-558-70-31-06	Economic Development Materials/Supplies	\$50.00
				Custom T-Shirts for City Staff (RECon)	
		Total 4727*			\$50.00
	Total EFT Payment 6/9/2022 9:05:44 AM - 1				\$50.00
Total All Color					\$50.00
American Traffic Solutions					
	Direct Pay Payment 6/9/2022 9:06:23 AM - 1			2022 - June - 1st Council Meeting	
	INV0034591				
			May Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$28,500.00

Vendor	Number	Reference	Account Number	Description	Amount
				6 school zone cameras	
		Total INV0034591			\$28,500.00
		Total Direct Pay Payment 6/9/2022 9:06:23 AM - 1			\$28,500.00
Total American Traffic Solutions					\$28,500.00
Be Culture					
	25458			2022 - June - 1st Council Meeting	
		8442			
			May Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$7,500.00
				Design and Facilitation; Executive Coaching	
		Total 8442			\$7,500.00
	Total 25458				\$7,500.00
Total Be Culture					\$7,500.00
Bush, Roed & Hitchings, Inc.					
		Direct Pay Payment 6/9/2022 9:06:23 AM - 2		2022 - June - 1st Council Meeting	
		367851			
			Lake Chalet Wetlands Delineation		
			410-000-000-594-31-64-64	Infrastructure Spot Improvement	\$17,157.36
				Lake Chalet Wetlands Delineation	
		Total 367851			\$17,157.36
		Total Direct Pay Payment 6/9/2022 9:06:23 AM - 2			\$17,157.36
Total Bush, Roed & Hitchings, Inc.					\$17,157.36
CDW Government					
		Direct Pay Payment 6/9/2022 9:06:23 AM - 3		2022 - June - 1st Council Meeting	
		X212238			
			PO 2022027		
			001-018-000-518-85-31-03	Computer Hardware	\$1,174.11
				PO# 2022027- Curved Monitor (J.Fairbanks)	
		Total X212238			\$1,174.11
		Total Direct Pay Payment 6/9/2022 9:06:23 AM - 3			\$1,174.11
Total CDW Government					\$1,174.11

Vendor	Number	Reference	Account Number	Description	Amount
Century Link					
		EFT Payment 6/9/2022 9:05:44 AM - 2	2022 - June - 1st Council Meeting		
		253-927-2018 680B 5/25-6/25/22			
		5/25-6/25/22 Services			
		001-018-000-518-30-42-01	Telecommunications Charges		\$158.91
			Elevator and Fire Alarm Line		
		Total 253-927-2018 680B 5/25-6/25/22			\$158.91
		Total EFT Payment 6/9/2022 9:05:44 AM - 2			\$158.91
Total Century Link					\$158.91
City of Sumner					
	25459		2022 - June - 1st Council Meeting		
		781			
		June Services			
		001-019-000-554-30-41-01	Animal Control Services		\$5,958.33
			Animal Control Svs. for June		
		Total 781			\$5,958.33
	Total 25459				\$5,958.33
Total City of Sumner					\$5,958.33
Code Publishing Inc.					
	25460		2022 - June - 1st Council Meeting		
		GC0007537			
		May Services			
		001-019-000-518-90-41-01	Gen'l Gov't-Professional Services		\$667.50
			EMC Updates		
		Total GC0007537			\$667.50
	Total 25460				\$667.50
Total Code Publishing Inc.					\$667.50
Columbia Bank					
		EFT Payment 6/9/2022 9:06:11 AM - 1	2022 - June - 1st Council Meeting		
		051822-CB			
		City Hall GO Bond-Interest Payment			
		201-000-000-592-18-83-01	Interest on Bonds		\$19,765.30
			City Hall GO Bond		
		Total 051822-CB			\$19,765.30
		Total EFT Payment 6/9/2022 9:06:11 AM - 1			\$19,765.30
Total Columbia Bank					\$19,765.30
Comcast					
		EFT Payment 6/9/2022 9:05:44 AM - 3	2022 - June - 1st Council Meeting		
		8498 32 021 0458551 5/25-6/24/22			
		5/25-6/24/22 Services			
		001-018-000-518-30-42-01	Telecommunications Charges		\$406.85

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall Internet	
		Total 8498 32 021 0458551 5/25-6/24/22			\$406.85
		8498 35 021 0602869 5/29-6/28/22			
		5/29-6/28/22 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$93.90
				City Hall Public Internet	
		Total 8498 35 021 0602869 5/29-6/28/22			\$93.90
		Total EFT Payment 6/9/2022 9:05:44 AM - 3			\$500.75
Total Comcast					\$500.75
Crystal Springs					
		EFT Payment 6/9/2022 9:05:44 AM - 4		2022 - June - 1st Council Meeting	
		15787820 051822			
		Water Delivery			
		001-018-000-518-20-31-01		Office & Operational Supplies	\$183.45
				Water Delivery	
		Total 15787820 051822			\$183.45
		Total EFT Payment 6/9/2022 9:05:44 AM - 4			\$183.45
Total Crystal Springs					\$183.45
Dave Gray					
		Direct Pay Payment 6/9/2022 9:06:23 AM - 4		2022 - June - 1st Council Meeting	
		053122-DG			
		Travel Reimbursement- RECon and LRI			
		001-013-000-513-10-43-01		Travel/Training Costs	\$847.07
				Conference Registration, Hotel, Transportation Costs for AWC LRI Conference (Yakima)	
		001-013-000-513-10-43-01		Travel/Training Costs	\$1,156.94
				Flight, Hotel, Transportation Costs for RECon (Las Vegas)	
		Total 053122-DG			\$2,004.01
		Total Direct Pay Payment 6/9/2022 9:06:23 AM - 4			\$2,004.01
Total Dave Gray					\$2,004.01
Department of Transportation					
	25461			2022 - June - 1st Council Meeting	
		RE-313-ATB20516078			
		April Svcs Emerald St. Signal Improvements			
		340-000-000-595-64-63-01		Traffic Control Devices-Other Improvements	\$153.89
				Emerald St. Signal Improvements	
		Total RE-313-ATB20516078			\$153.89
	Total 25461				\$153.89
Total Department of Transportation					\$153.89

Vendor	Number	Reference	Account Number	Description	Amount
Drain-Pro	25462			2022 - June - 1st Council Meeting	
		100228			
			May Add'l Svc-Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$14.00
				Seat Cover Replacement	
		Total 100228			\$14.00
		100229			
			May Add'l Svc-Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$7.00
				Seat Cover Replacement	
		Total 100229			\$7.00
		107694			
			May Services		
			410-000-000-531-38-41-01	Professional Service	\$2,722.50
				Westridge Parkway Catch Basin Cleaning	
		Total 107694			\$2,722.50
	Total 25462				\$2,743.50
Total Drain-Pro					\$2,743.50
ESI Security					
	EFT Payment 6/9/2022 9:05:44 AM - 5			2022 - June - 1st Council Meeting	
	001772				
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$6.60
				2 Keys- Edgemont Park Restroom	
		Total 001772			\$6.60
	Total EFT Payment 6/9/2022 9:05:44 AM - 5				\$6.60
Total ESI Security					\$6.60
Fife Machine Tech Inc.					
25463				2022 - June - 1st Council Meeting	
		112044			
			June Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$110.00
				Bolts for Brush Cutter	
		Total 112044			\$110.00
	Total 25463				\$110.00
Total Fife Machine Tech Inc.					\$110.00
Grainger					
	EFT Payment 6/9/2022 9:05:44 AM - 6			2022 - June - 1st Council Meeting	
	9316682195				
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$22.62

Vendor	Number	Reference	Account Number	Description	Amount
				Safety Fencing for Edgemont Park Construction	
		Total 9316682195			\$22.62
		9316989020			
			May Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$88.92
				First Aid Supplies for PW Stock	
		Total 9316989020			\$88.92
		9316989038			
			May Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$17.14
				Safety Glasses	
		Total 9316989038			\$17.14
		Total EFT Payment 6/9/2022 9:05:44 AM - 6			\$128.68
Total Grainger					\$128.68
Gray & Osborne, Inc					
25464					
				2022 - June - 1st Council Meeting	
		1-G&O Prj. 21565.04			
			May Svcs-Edgewood Comm. Park Sanitary Sewer As-Built Survey		
			401-000-000-535-10-41-01	Professional Services	\$209.75
				Edgewood Community Park Sanitary Sewer As-Built Survey	
		Total 1-G&O Prj. 21565.04			\$209.75
		32-G&O Prj. 19614.00			
			May Svcs-General Sewer Plan Update		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$9,537.92
				General Sewer Plan Update	
		Total 32-G&O Prj. 19614.00			\$9,537.92
		6-G&O Prj. 21565.01			
			May Svcs-Public Works Standards		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$540.39
				Public Work Standards	
		Total 6-G&O Prj. 21565.01			\$540.39
		7-G&O Prj. 21621.00			
			May Svcs-Chrisella Road East Safety Improvements		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$2,741.44
				Chrisella Road East Safety Improvements	
		Total 7-G&O Prj. 21621.00			\$2,741.44
		Total 25464			\$13,029.50
Total Gray & Osborne, Inc					\$13,029.50

Vendor	Number	Reference	Account Number	Description	Amount
Herrera Environmental Consultants, Inc.					
	Direct Pay Payment 6/9/2022 9:06:23 AM - 5		2022 - June - 1st Council Meeting		
		51086			
			April Svcs-Prj 21-07638-001		
			410-000-000-531-38-41-01	Professional Service	\$306.45
				Lake Chalet Pump Station	
		Total 51086			\$306.45
		51105			
			April Svcs-Prj 21-07638-002		
			410-000-000-531-38-41-01	Professional Service	\$4,201.49
				Lake Chalet Pump Station- Permitting	
		Total 51105			\$4,201.49
		51191			
			May Svcs-Prj 21-07553-000		
			410-000-000-531-38-41-01	Professional Service	\$1,159.36
				SW Management Action Plan	
		Total 51191			\$1,159.36
	Total Direct Pay Payment 6/9/2022 9:06:23 AM - 5				\$5,667.30
Total Herrera Environmental Consultants, Inc.					\$5,667.30
Kyocera Document Solutions NW					
	Direct Pay Payment 6/9/2022 9:06:23 AM - 6		2022 - June - 1st Council Meeting		
		55T1108372			
			PO 2021071		
			501-000-000-594-18-65-03	City Equipment	\$8,503.40
				PO# 2021071- Replacement Printer (2 of 2) TASKalfa 5054ci & Supplies	
		Total 55T1108372			\$8,503.40
	Total Direct Pay Payment 6/9/2022 9:06:23 AM - 6				\$8,503.40
Total Kyocera Document Solutions NW					\$8,503.40
Lakehaven Water & Sewer District					
	EFT Payment 6/9/2022 9:05:44 AM - 7		2022 - June - 1st Council Meeting		
		3575901 3/4-5/3/22			
			3/4-5/3/22 Services		
			001-018-000-518-30-47-04	Sewer Charges	\$30.44
				22 114th Ave E	
		Total 3575901 3/4-5/3/22			\$30.44
	Total EFT Payment 6/9/2022 9:05:44 AM - 7				\$30.44
Total Lakehaven Water & Sewer District					\$30.44
Madrona Law Group, PLLC					
	Direct Pay Payment 6/9/2022 9:06:23 AM - 7		2022 - June - 1st Council Meeting		
		11358			
			May Services		
			001-019-000-515-41-41-01	Legal Services-External	\$3,273.50

Vendor	Number	Reference	Account Number	Description	Amount
				Dhaliwal Project	
		Total 11358			\$3,273.50
		11359			
			May Services		
			001-019-000-515-41-41-01	Legal Services-External	\$7,407.00
				General City Services	
		Total 11359			\$7,407.00
		11360			
			May Services		
			001-019-000-515-41-41-01	Legal Services-External	\$465.00
				Prologis Project	
		Total 11360			\$465.00
		Total Direct Pay			\$11,145.50
		Payment 6/9/2022 9:06:23 AM - 7			
Total Madrona Law Group, PLLC					\$11,145.50
McKinstry Co, LLC					
		Direct Pay Payment 6/9/2022 9:06:23 AM - 8		2022 - June - 1st Council Meeting	
		10177029			
			June Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,535.23
				June Maintenance	
		Total 10177029			\$1,535.23
		Total Direct Pay			\$1,535.23
		Payment 6/9/2022 9:06:23 AM - 8			
Total McKinstry Co, LLC					\$1,535.23
McLendon Hardware-Blue Tarp Credit Services					
		EFT Payment 6/9/2022 9:05:44 AM - 8		2022 - June - 1st Council Meeting	
		D39159/3			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$12.84
				Pruning Saw, Misc. Bolts/Screws	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$25.70
				Pruning Saw, Misc. Bolts/Screws	
			410-000-000-531-38-31-01	Operational Supplies	\$25.70
				Pruning Saw, Misc. Bolts/Screws	
		Total D39159/3			\$64.24
		D39472/3			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$83.10
				Posts for Dog Waste Bins- Edgewood Community Park	
		Total D39472/3			\$83.10

Vendor	Number	Reference	Account Number	Description	Amount
		D40593/3			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$25.15
				Metal Buckets for BBQ Ashes- Edgewood Community Park	
		Total D40593/3			\$25.15
		D40768/3			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$81.96
				Concrete & Fasteners for Dog Waste Bins- Edgewood Community Park	
		Total D40768/3			\$81.96
		D53474/3			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$148.00
				Misc. Irrigation Supplies- Edgewood Community Park	
		Total D53474/3			\$148.00
		D58101/3			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$153.44
				Misc. Irrigation Supplies- Edgewood Community Park	
		Total D58101/3			\$153.44
		D60606/3			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$73.90
				Misc. Irrigation Supplies- Edgewood Community Park	
			001-076-000-576-80-31-01	Operational Supplies	\$11.14
				String Trimmer Parts	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$22.30
				String Trimmer Parts	
			410-000-000-531-38-31-01	Operational Supplies	\$22.30
				String Trimmer Parts	
		Total D60606/3			\$129.64
		D60748/3			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$6.50
				Misc. Irrigation Supplies- Edgewood Community Park	
		Total D60748/3			\$6.50
		Total EFT Payment 6/9/2022 9:05:44 AM - 8			\$692.03
		Total McLendon Hardware-Blue Tarp Credit Services			\$692.03
Mimecast North America Inc.					
		Direct Pay Payment 6/9/2022 9:06:23 AM - 9	2022 - June - 1st Council Meeting		
		INVUS1190813			
			PO 2022025		
			001-018-000-518-85-49-03	Computer Subscriptions	\$11,227.78

Vendor	Number	Reference	Account Number	Description	Amount
				PO# 2022025- Annual Subscription	
			Total INVUS1190813		\$11,227.78
			Total Direct Pay Payment 6/9/2022 9:06:23 AM - 9		\$11,227.78
			Total Mimecast North America Inc.		\$11,227.78
Mt. View-Edgewood Water Co.					
			EFT Payment 6/9/2022 9:05:44 AM - 9	2022 - June - 1st Council Meeting	
			100385-3401 3/11-5/10/22		
			3/11-5/10/22 10301 36th St E		
			001-018-000-518-30-47-02	Water	\$129.15
				Edgewood Community Park	
			Total 100385-3401 3/11-5/10/22		\$129.15
			15563-3401 3/11-5/10/22		
			3/11-5/10/22 1425 110th Ave E		
			001-018-000-518-30-47-02	Water	\$54.06
				1425 110th Ave E	
			Total 15563-3401 3/11-5/10/22		\$54.06
			2746-3401 3/11-5/10/22		
			3/11-5/10/22 2224 104th Ave E		
			001-018-000-518-30-47-02	Water	\$317.61
				City Hall	
			Total 2746-3401 3/11-5/10/22		\$317.61
			2823-3401 3/11-5/10/22		
			3/11-5/10/22 10311 22nd Ave E		
			001-018-000-518-30-47-02	Water	\$53.69
				10311 22nd Ave E	
			Total 2823-3401 3/11-5/10/22		\$53.69
			2961-3401 3/11-5/10/22		
			3/11-5/10/22 1800 Meridian Ave E		
			001-018-000-518-30-47-02	Water	\$92.58
				1800 Meridian Ave E	
			Total 2961-3401 3/11-5/10/22		\$92.58
			3796-3401 3/11-5/10/22		
			3/11-5/10/22 1200 Meridian Ave E		
			001-018-000-518-30-47-02	Water	\$92.98
				1200 Meridian Ave E	
			Total 3796-3401 3/11-5/10/22		\$92.98
			Total EFT Payment 6/9/2022 9:05:44 AM - 9		\$740.07
			Total Mt. View-Edgewood Water Co.		\$740.07

Vendor	Number	Reference	Account Number	Description	Amount
Murrey's Disposal Company					
	EFT Payment 6/9/2022 9:05:44 AM - 10	10575199S111	2022 - June - 1st Council Meeting		
			May Svcs- Maint Shop		
			001-018-000-518-20-47-03	Waste Disposal	\$185.04
			Maintenance Shop		
		Total 10575199S111			\$185.04
	Total EFT Payment 6/9/2022 9:05:44 AM - 10				\$185.04
Total Murrey's Disposal Company					\$185.04
Office Depot					
	EFT Payment 6/9/2022 9:05:44 AM - 11	245726845001	2022 - June - 1st Council Meeting		
			May Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$232.21
			Paper Towels, Copy Paper		
		Total 245726845001			\$232.21
	Total EFT Payment 6/9/2022 9:05:44 AM - 11				\$232.21
Total Office Depot					\$232.21
O'Reilly Auto Parts					
	EFT Payment 6/9/2022 9:05:44 AM - 12	3725-430359	2022 - June - 1st Council Meeting		
			May Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$32.31
			PW Gate- Remote Batteries		
		Total 3725-430359			\$32.31
		3725-432124			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$54.99
			Wipers, Wiper Fluid (Vehicle #12)		
		Total 3725-432124			\$54.99
		3725-433328			
			May Purchases		
			101-000-000-542-64-31-01	Traffic Control Devices-Office & Operational	\$25.83
			Supplies		
			Parts for Radar Signs		
		Total 3725-433328			\$25.83
		3725-433329			
			May Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$5.92
			???		
		Total 3725-433329			\$5.92
	Total EFT Payment 6/9/2022 9:05:44 AM - 12				\$119.05
Total O'Reilly Auto Parts					\$119.05

Vendor	Number	Reference	Account Number	Description	Amount
Pape Machinery Inc.					
		Direct Pay Payment 6/9/2022 9:06:23 AM - 10	2022 - June - 1st Council Meeting		
		13572205			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$13.41
				String Trimmer Line	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$26.84
				String Trimmer Line	
			410-000-000-531-38-31-01	Operational Supplies	\$26.84
				String Trimmer Line	
		Total 13572205			\$67.09
		Total Direct Pay Payment 6/9/2022 9:06:23 AM - 10			\$67.09
		Total Pape Machinery Inc.			\$67.09
Pierce County Budget & Finance PW					
		25465	2022 - June - 1st Council Meeting		
		CI-316603			
			April Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$1,455.62
				April Services	
		Total CI-316603			\$1,455.62
		Total 25465			\$1,455.62
		Total Pierce County Budget & Finance PW			\$1,455.62
Puget Sound Energy					
		EFT Payment 6/9/2022 9:05:44 AM - 13	2022 - June - 1st Council Meeting		
		220028606493 4/21-5/31/22			
			4/21-5/19/22 Services		
			001-018-000-518-30-47-01	Electricity	\$76.55
				Edgewood Community Park	
		Total 220028606493 4/21-5/31/22			\$76.55
		Total EFT Payment 6/9/2022 9:05:44 AM - 13			\$76.55
		Total Puget Sound Energy			\$76.55
Refunds/Reimbursements Vendor					
		25466	2022 - June - 1st Council Meeting		
		051922-JF	John S Fairbanks		
			Reimbursement for Clothing		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$124.18
				Reimbursement for Clothing- 2 Pairs of Work Pants	
		Total 051922-JF			\$124.18
		Total 25466			\$124.18
		Total Refunds/Reimbursements Vendor			\$124.18

Vendor	Number	Reference	Account Number	Description	Amount
Rhay Design LLC					
	25467			2022 - June - 1st Council Meeting	
		060322-RD			
				Summer 2022 Magazine Services	
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$2,000.00
				Summer 2022 Magazine Services	
		Total 060322-RD			\$2,000.00
	Total 25467				\$2,000.00
Total Rhay Design LLC					\$2,000.00
Shell					
	EFT Payment 6/9/2022 9:05:44 AM - 14			2022 - June - 1st Council Meeting	
	81327365				
				May Statement	
			001-018-000-518-30-32-01	Fuel	\$2,725.67
				May Statement	
		Total 81327365			\$2,725.67
	Total EFT Payment 6/9/2022 9:05:44 AM - 14				\$2,725.67
Total Shell					\$2,725.67
Smarsh, Inc.					
	EFT Payment 6/9/2022 9:05:44 AM - 15			2022 - June - 1st Council Meeting	
	INV00711791				
				5/1-9/30/22 Web Archiving	
			001-018-000-518-85-49-03	Computer Subscriptions	\$12.53
				5/1-9/30/22 Web Archiving	
		Total INV00711791			\$12.53
	Total EFT Payment 6/9/2022 9:05:44 AM - 15				\$12.53
Total Smarsh, Inc.					\$12.53
Sterling Automotive Service					
	25468			2022 - June - 1st Council Meeting	
		0003544			
				May Services	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$733.32
				Replace Wheel Bearing (Vehicle #10)	
		Total 0003544			\$733.32
	Total 25468				\$733.32
Total Sterling Automotive Service					\$733.32
Stripe Rite, Inc.					
	25469			2022 - June - 1st Council Meeting	
		58850			
				22-2774 Edgewood Community Park	
			001-076-000-576-80-41-01	Professional Services	\$2,475.00

Vendor	Number	Reference	Account Number	Description	Amount
				Crosswalk Striping at Edgewood Community Park	
		Total 58850			\$2,475.00
	Total 25469				\$2,475.00
Total Stripe Rite, Inc.					\$2,475.00
TK Elevator					
	Direct Pay Payment 6/9/2022 9:06:23 AM - 11		2022 - June - 1st Council Meeting		
	3006641533				
		6/1-8/31/22 Maintenance			
		001-018-000-518-30-48-03		Maintenance/Repairs - Buildings	\$1,138.43
				Elevator Maint Contract	
		Total 3006641533			\$1,138.43
	Total Direct Pay Payment 6/9/2022 9:06:23 AM - 11				\$1,138.43
Total TK Elevator					\$1,138.43
TruGreen					
	25470		2022 - June - 1st Council Meeting		
		158581452			
		May Services			
		101-000-000-542-70-48-04		Roadside- ROW Veg Maint Contractor	\$7,397.50
				PO# 2022023- Vegetation Control (Roadside Spraying)	
		Total 158581452			\$7,397.50
	Total 25470				\$7,397.50
Total TruGreen					\$7,397.50
Utilities Underground Location Center					
	Direct Pay Payment 6/9/2022 9:06:23 AM - 12		2022 - June - 1st Council Meeting		
	2050145				
		May Services			
		410-000-000-531-38-49-09		Misc. Fees & Charges	\$149.64
				Utility Locating Svs. for May	
		Total 2050145			\$149.64
	Total Direct Pay Payment 6/9/2022 9:06:23 AM - 12				\$149.64
Total Utilities Underground Location Center					\$149.64

Vendor	Number	Reference	Account Number	Description	Amount
Verizon Wireless					
		EFT Payment 6/9/2022 9:05:44 AM - 16	2022 - June - 1st Council Meeting		
		9907272354			
		May Statement			
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,545.61
			May Statement		
		Total 9907272354			\$1,545.61
		Total EFT Payment 6/9/2022 9:05:44 AM - 16			\$1,545.61
Total Verizon Wireless					\$1,545.61
Wilbur-Ellis Company					
		EFT Payment 6/9/2022 9:05:44 AM - 17	2022 - June - 1st Council Meeting		
		15047169			
		May Purchases			
			001-076-000-576-80-31-09	Chemicals	\$99.01
			Pesticides		
		Total 15047169			\$99.01
		Total EFT Payment 6/9/2022 9:05:44 AM - 17			\$99.01
Total Wilbur-Ellis Company					\$99.01
Grand Total		Vendor Count	45		\$161,060.09



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0626 - Resolution 22-0626 - DD21 Maintenance Contract	Agenda Item #: 5.E
	For Agenda of: 6/14/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. RES 22-0626 - Sound Native Plants 2. Purchased Service Agreement - DD21 Area 2022 signed	
Approval of Materials: Jeremy Metzler Rachel Pitzel 6/8/2022 Dave Gray 6/8/2022 Daryl Eidinger 6/9/2022	Expenditure Required: \$35,750
	Amount Budgeted: up to \$60,000
	Timeline: 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 is the resolution and contract for Council's consideration.

Item History:

06/07/2022 SS

Recommended Action:

MOTION to adopt **AB22-0626** - Resolution 22-0626 - 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. 22-0626

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A
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, on August 11, 2020, 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; 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 on June 7, 2022, and regular Council meeting on 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. Contract authorized. 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 Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Vegetation Management Services Agreement

**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
Ben Alexander
President

Date: _____

Date: 6/8/22

Attest:

By: _____
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: Ann Marie J. Soto
Ann Marie J. Soto
City Attorney

Exhibit “A”
Scope of Work and Schedule

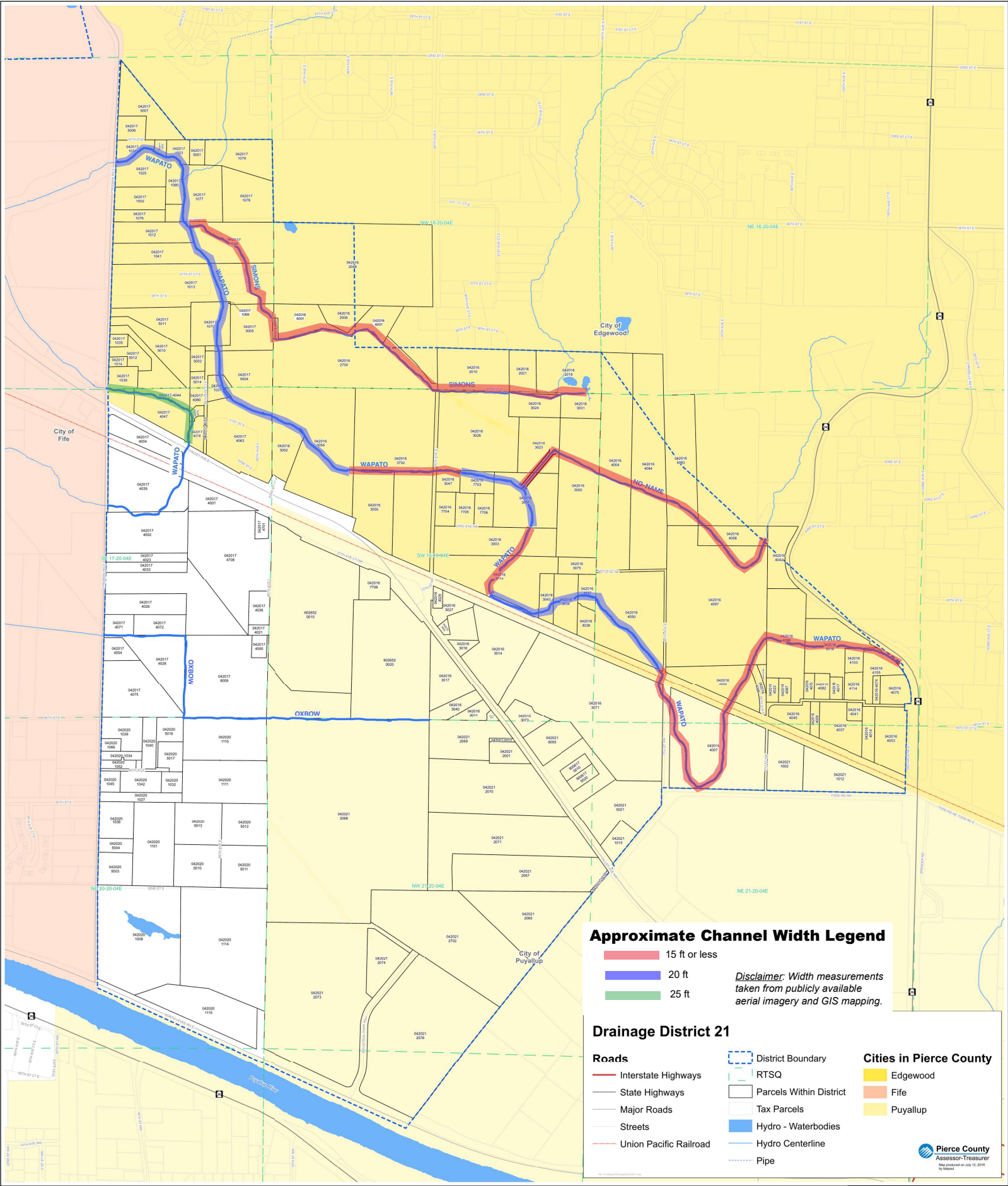
Contractor to furnish all labor, materials, and equipment necessary to perform annual periodic maintenance of existing drainage facilities in the former Drainage District #21 service area, including but not limited to: removal of debris and reed canary grass, from bank to bank, to ensure unobstructed 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: AB22-031 – Code Enforcement Board Vacancy (Position No. 4)	Agenda Item #: 6.A
	For Agenda of: 6/14/2022
	Prepared by: John Fairbanks, Darren Groth
Attachments (list):	
Approval of Materials: John Fairbanks, Darren Groth Rachel Pitzel 6/8/2022 Dave Gray 6/8/2022 Daryl Eidinger 6/9/2022	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. On June 7, 2022, City Council interviewed the applicant and the Mayor recommends the applicant be appointed to the Code Enforcement Board. This agenda item is intended for City Council to either confirm or deny the Mayor's appointment.

Item History:

Recommended Action:

MOTION confirming the Mayoral Appointment of Andy Duckworth as an alternate to the Code Enforcement Board.

Fiscal Note/Consideration:



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0628 – Ordinance 22-0628, amending the Budget for the 2022 Fiscal Year	Agenda Item #: 6.B
	For Agenda of: 6/14/2022
	Prepared by: Dave Gray
Attachments (list): 1. ORDINANCE 22.0628, AMENDING THE BUDGET FOR THE 2022 FISCAL YEAR 2. BA No. 2 Exhibit A Salary Schedule 3. Impact of 3% 6 mos COLA on Budget Model	
Approval of Materials: Dave Gray Rachel Pitzel 6/8/2022 Dave Gray 6/9/2022 Daryl Eidinger 6/9/2022	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:

MOTION to adopt **AB22-0628** – Ordinance 22-0628, amending the Budget for the 2022 Fiscal Year

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. 22-0628

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, 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 21-0621, 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:

City Clerk, Rachel Pitzel, CMC

Approved as to Form:

City Attorney Ann Marie Soto

Date of Publication: *June 16, 2022*

Effective Date: *June 21, 2022*

EXHIBIT "A"

ORDINANCE 22-0628 2022 BUDGET AMENDMENT NO. 2

CITY OF EDGEWOOD

2022 SALARY RANGE PLAN

2022 Wage Rate (2.5 %) + Mid-Year 2022 Additional 3.0% COLA (4% Annualized)

Range	Job Title	2022 Monthly Wage Range						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FT-22-01	Administrative Assistant	\$4,750	\$4,897	\$5,048	\$5,204	\$5,365	\$5,531	\$5,702
FT-22-02	Public Works Maintenance Tech	\$5,221	\$5,383	\$5,549	\$5,721	\$5,898	\$6,080	\$6,268
FT-22-02	Accounting/Administrative Tech	\$5,221	\$5,383	\$5,549	\$5,721	\$5,898	\$6,080	\$6,268
FT-22-03	Public Works Maintenance Tech II	\$5,444	\$5,612	\$5,785	\$5,964	\$6,149	\$6,339	\$6,535
FT-22-04	Permit Coordinator	\$5,911	\$6,093	\$6,282	\$6,476	\$6,676	\$6,883	\$7,096
FT-22-04	Planning Technician	\$5,911	\$6,093	\$6,282	\$6,476	\$6,676	\$6,883	\$7,096
FT-22-04	ROW Inspector	\$5,911	\$6,093	\$6,282	\$6,476	\$6,676	\$6,883	\$7,096
FT-22-04	Parks Maintenance Lead	\$5,911	\$6,093	\$6,282	\$6,476	\$6,676	\$6,883	\$7,096
FT-22-05	Development Review Coordinator	\$6,633	\$6,838	\$7,049	\$7,267	\$7,492	\$7,724	\$7,962
FT-22-05	Field Supervisor	\$6,633	\$6,838	\$7,049	\$7,267	\$7,492	\$7,724	\$7,962
FT-22-05	Engineering Tech	\$6,633	\$6,838	\$7,049	\$7,267	\$7,492	\$7,724	\$7,962
FT-22-05	Associate Planner	\$6,633	\$6,838	\$7,049	\$7,267	\$7,492	\$7,724	\$7,962
FT-22-05	Code Compliance Specialist	\$6,633	\$6,838	\$7,049	\$7,267	\$7,492	\$7,724	\$7,962
FT-22-06	Communications Coordinator/Deputy City Clerk	\$7,275	\$7,500	\$7,732	\$7,971	\$8,218	\$8,472	\$8,734
FT-22-06	Combination Inspector	\$7,275	\$7,500	\$7,732	\$7,971	\$8,218	\$8,472	\$8,734
FT-22-06	NPDES/Surface Water Program Coordinator	\$7,275	\$7,500	\$7,732	\$7,971	\$8,218	\$8,472	\$8,734
FT-22-07	Associate Engineer	\$7,527	\$7,760	\$8,000	\$8,247	\$8,502	\$8,765	\$9,036
FT-22-08	Code Compliance Manager	\$7,586	\$7,820	\$8,062	\$8,312	\$8,569	\$8,834	\$9,107
FT-22-08	Accounting Manager	\$7,586	\$7,820	\$8,062	\$8,312	\$8,569	\$8,834	\$9,107
FT-22-08	Office Manager	\$7,586	\$7,820	\$8,062	\$8,312	\$8,569	\$8,834	\$9,107
FT-22-08	Information Technology Manager	\$7,586	\$7,820	\$8,062	\$8,312	\$8,569	\$8,834	\$9,107
FT-22-08	Combination Inspector/Plans Examiner	\$7,586	\$7,820	\$8,062	\$8,312	\$8,569	\$8,834	\$9,107
FT-22-09	Senior Planner	\$7,882	\$8,126	\$8,377	\$8,636	\$8,903	\$9,179	\$9,463
FT-22-10	Planning Manager	\$8,648	\$8,916	\$9,191	\$9,476	\$9,769	\$10,071	\$10,382
FT-22-10	Building Official	\$8,648	\$8,916	\$9,191	\$9,476	\$9,769	\$10,071	\$10,382
FT-22-11	Senior Engineer	\$9,096	\$9,377	\$9,667	\$9,966	\$10,274	\$10,592	\$10,920
FT-22-11	Public Works Superintendent	\$9,096	\$9,377	\$9,667	\$9,966	\$10,274	\$10,592	\$10,920
FT-22-12	City Engineer	\$9,778	\$10,081	\$10,392	\$10,714	\$11,045	\$11,387	\$11,739
FT-22-13	Information Technology Director	\$10,784	\$11,118	\$11,462	\$11,816	\$12,182	\$12,558	\$12,947
FT-22-13	City Clerk/ HR Director	\$10,784	\$11,118	\$11,462	\$11,816	\$12,182	\$12,558	\$12,947
FT-22-13	Public Works Director, PE	\$10,784	\$11,118	\$11,462	\$11,816	\$12,182	\$12,558	\$12,947
FT-22-13	Community & Economic Development Director	\$10,784	\$11,118	\$11,462	\$11,816	\$12,182	\$12,558	\$12,947
FT-22-13	Finance Director	\$10,784	\$11,118	\$11,462	\$11,816	\$12,182	\$12,558	\$12,947
FT-22-14	City Attorney	\$11,743	\$12,106	\$12,480	\$12,866	\$13,264	\$13,675	\$14,097
FT-22-14	Assistant City Administrator	\$11,743	\$12,106	\$12,480	\$12,866	\$13,264	\$13,675	\$14,097

All Steps are 3% lower than the higher step. All Comparables are at step 7 (AWC averages are top step).

All Hourly Compensation Rates are based upon the Monthly Rate Divided by 173.33 Hours.

COE 2022 Budget Salary and Benefit (f: additional mid year cpi)						
Projected 2.5% 2022 COLA All Steps+3.0% last 6 mos						
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



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0629 – Ordinance 22-0629, amending Edgewood Municipal Code (EMC) Title 13 Surface Water Manual Management and Site Development	Agenda Item #: 6.C
	For Agenda of: 6/14/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. Ordinance 22-0629	
Approval of Materials: Jeremy Metzler	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 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 recommended 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. This item is scheduled for action at tonight's meeting.

Item History:

04/19/2022 SS

04/26/2022 RCM PH

05/03/2022 SS

05/09/2022 Planning Commission

06/07/2022 SS

Recommended Action:

MOTION to adopt **AB22-0629** – Ordinance 22-0629, amending Edgewood Municipal Code (EMC) Title 13 Surface Water Manual Management and Site Development.

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 22-0629

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: June 16, 2022

Effective Date: June 21, 2022

Exhibit A
EMC Chapter 13.05 Modifications

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

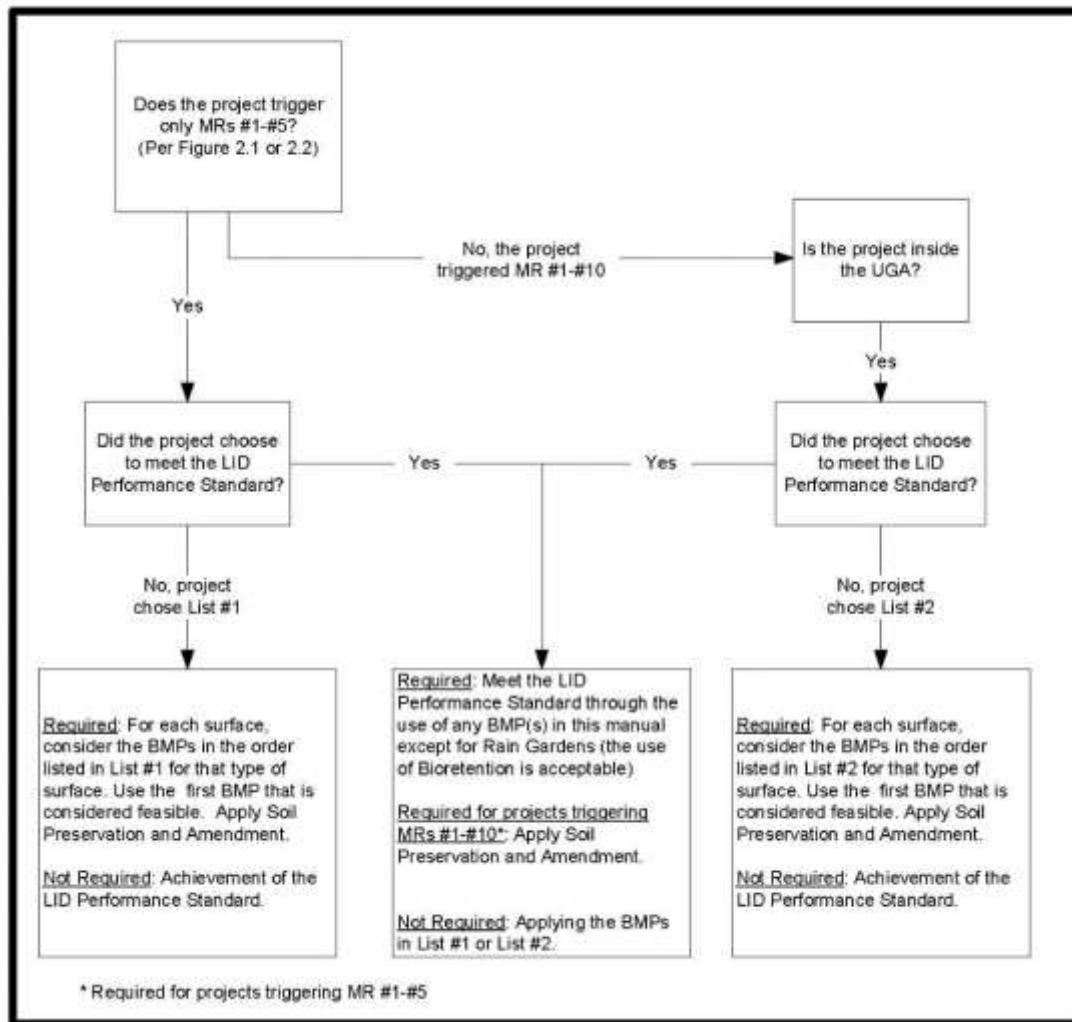
option cannot use rain gardens. They may choose to use bioretention areas as described in Volume III, Section 3.4 to achieve the LID Performance Standard.

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 3-4112, under “Design and Installation Specifications~~Conditions of u~~Sse”, 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~~

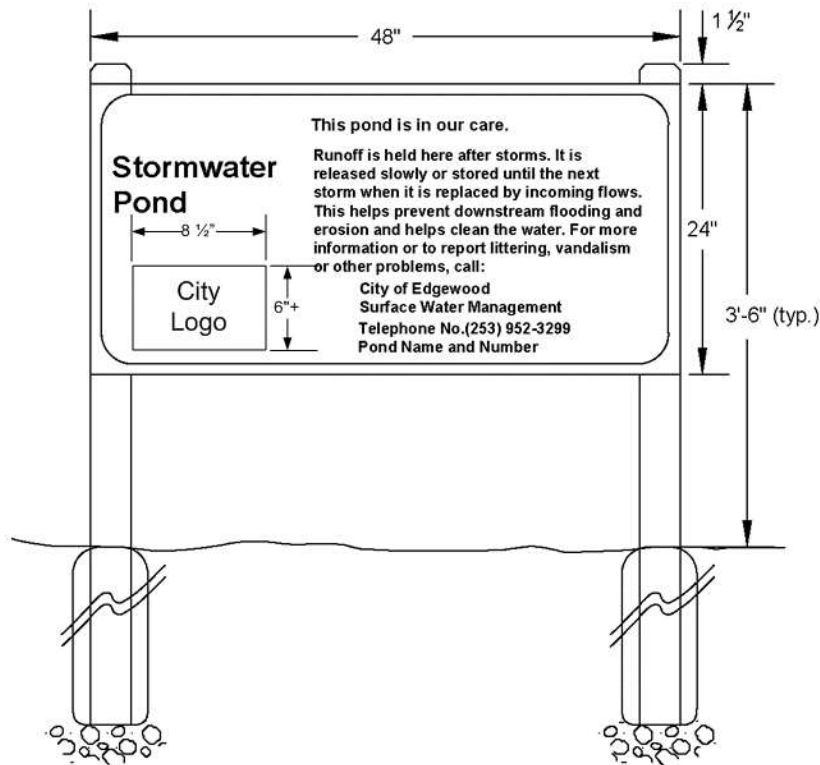
On page 3-87~~94~~, replace "PCC Title 17C – Construction and Infrastructure Regulations – Building and Fire Codes" with "EMC Title 15.05" in fourth bullet point.

~~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: AB22-0630 – Ordinance 22-0630, creating new chapter 4.40 of the Edgewood Municipal Code relating to Impact Fee Exemptions	Agenda Item #: 6.D
	For Agenda of: 6/14/2022
	Prepared by: Jeremy Metzler, Darren Groth
Attachments (list): 1. Ordinance 22-0630_ Impact Fee Exemptions	
Approval of Materials: Jeremy Metzler, Darren Groth	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 06/07/22: Initial Study Session 06/14/22: 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. 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 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 ordinance (Attachment 1) further revises other sections of EMC Title 4 to remove any conflicting language or redundancies and establishes a common exemption for low-income housing, as defined in RCW Ch. 82.02--which exempts 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:

MOTION to adopt **AB22-0630** – Ordinance 22-0630, creating new chapter 4.40 of the Edgewood Municipal Code relating to Impact Fee Exemptions

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 22-0630

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 held a public hearing and voted 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 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.

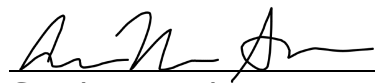
PASSED BY THE CITY COUNCIL ON THE 14TH DAY OF JUNE, 2022.

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.