



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, June 10, 2025 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENT**
- 3. MAYOR'S REPORT**
- 4. CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
The following items are presented for Council approval:
 - A.** May 27, 2025, Regular City Council Meeting Minutes
 - B.** June 3, 2025, Study Session Meeting Minutes
 - C.** **AB25-067**- a motion approving June 2025 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$205,674.84 and Vendor Check Numbers 26496 through 26506, with EFT and Direct Pay Payments in the amount of \$107,731.29. Total distributions submitted for review and authorization in the amount of \$313,406.13.
 - D.** **AB25-0773** - Resolution 25-0773 authorizing the Mayor to execute a contract for vegetation management services in the Drainage District 21 to Torres Reforestation
 - E.** **AB25-0774** - Resolution 25-0774 adopting a city surplus disposition policy and Procedures
 - F.** **AB25-0775** - Resolution 25-0775 relating to streets and transportation adopting the 2026-2031 six year Transportation Improvement Plan
- 5. COUNCIL BUSINESS**
 - A.** **AB25-068** - AWC Delegate Nominations
 - B.** **AB25-0680** - Ordinance 25-0680 implementing the requirements of engrossed substitute house bill 1110 for missing Middle Housing, as amended by E2SHB 2321
 - C.** **AB25-0681** - Ordinance 25-0681 Repealing Section 2.65 of the EMC regarding Purchasing and Small Works Roster Procedures Repealing Section 2.66 Compost Procurement
 - D.** **AB25-0776** - Resolution 25-0776 adopting a city Procurement Policy and Procedures
 - E.** **AB25-0777** - Resolution 25-0777 authorizing the use of a small works roster, consultant services roster, vendor roster
 - F.** **AB25-0682** - First Reading of Ordinance 25-0682 granting unto Mountain View Edgewood Water Company the right, privilege, authority and nonexclusive franchise agreement
 - G.** **AB25-0683** - Ordinance 25-0683, Allowing for Alcohol Use at Certain Events
- 6. COUNCIL COMMENTS**
- 7. 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.



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, May 27, 2025 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and led attendees in the Pledge of Allegiance. **Present:** Mayor Olson, Deputy Mayor Tomy (virtually via Zoom), Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith (virtually via Zoom, joined after roll), Councilmember West, Councilmember Buckley (virtually via Zoom), Councilmember Southard (virtually via Zoom)

2 AUDIENCE COMMENT

Tricia Smith, and Mike Stanzel spoke.

3 MAYOR'S REPORT

Mayor Olson shared his report with those in attendance.

4 CONSENT AGENDA:

- A. May 13, 2025, Regular Council Meeting Minutes
- B. May 20, 2025, Study Session Meeting Minutes
- C. Review of Boards/Commission Meeting Minutes
- D. **AB25-066-** a motion approving May 2025 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$141,760.91 and Vendor Check Numbers 26483 through 26495, with EFT and Direct Pay Payments in the amount of \$176,502.42. Total distributions submitted for review and authorization in the amount of \$318,263.33.

Motion: As read **Action:** Approved **Moved by:** Councilmember West **Seconded by:** Councilmember Ramirez **Motion Passed 7-0**

5 COUNCIL BUSINESS

- A. **AB25-0679** - Ordinance 25-0679 Relating to Hazardous Vegetation and Tree Preservation Regulations

Motion: As read **Action:** Approved **Moved by:** Councilmember Pazaruski **Seconded by:** Councilmember Ramirez **Motion Passed 7-0**

6 COUNCIL COMMENTS

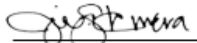
Mayor Olson, and Councilmember Keith spoke.

7 ADJOURN

Mayor Olson adjourned the meeting at 7:17pm



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk HR Director



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, June 3, 2025 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and Deputy Mayor Tomin led attendees in the Pledge of Allegiance. **Present:** Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith (virtually via Zoom), Councilmember Buckley (virtually via Zoom), Councilmember Southard (virtually via Zoom) **Excused:** Councilmember West

2 INTERVIEWS

A. Planning Commission / Economic Development Advisory Board

Mayor Olson called on the individual applicants for each board/commission to speak about their reasons for volunteering. They then answered Council questions.

3 COUNCIL BUSINESS

A. Mt. View Edgewood Water Company Franchise Agreement

Public Works Director Hendricksen discussed this agreement with the council, providing its backstory and the need for two readings prior to adopting.

B. DD21 Contract

Director Hendricksen continued on with this agenda item, discussing the bid process and work to be completed under the contract.

C. Six Year TIP Update

Community Development Director Metzler brought this item back for further review, explaining the DRAFT plan represented staff's recommendations as they pertain to project priorities, funding sources, and timeline for implementation as required under the GMA.

D. Middle Housing, ADUs, and Parking

Director Metzler continued with this agenda topic, which was presented at the May 13, 2025, Regular Council Meeting.

E. Procurement Policy and Procedures

Finance Director Goraya explained the need for this agenda item due to the Washington State Legislature enacting changes to procurement laws requiring the city's purchasing policy to be updated.

F. Repealing Section 2.65 of the EMC regarding Purchasing and Small Works Roster Procedures;
Repealing Section 2.66 Compost Procurement

Director Goraya went on to explain the need to repeal parts of the Edgewood Municipal Code in order to implement a new comprehensive procurement policy in its place.

G. MRSC Rosters

Director Goraya discussed changes to the procurement laws that require the city to adopt a resolution and establish publicly available reporting procedures.

H. Asset Surplus Disposition Policy and Certification Form

Director Goraya explained the city's need for a uniform procedure for the disposition of city assets, other than real estate, owned but no longer needed by the city.

I. EMC 12.10.050(L) Amendment for Beer Gardens

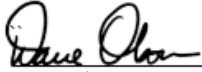
Director Metzler brought this agenda item back for further discussion and review of the draft ordinance proposing an amendment to EMC 12.10.050(l).

4 OTHER COUNCIL ITEMS

Councilmember Keith spoke.

5 ADJOURN

Mayor Olson adjourned the meeting at 8:18pm.


Dave Olson
Mayor


Jill Schwerzler-Herrera
City Clerk/HR Director



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-067- a motion approving June 2025 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$205,674.84 and Vendor Check Numbers 26496 through 26506, with EFT and Direct Pay Payments in the amount of \$107,731.29. Total distributions submitted for review and authorization in the amount of \$313,406.13.	Agenda Item #: 4.C
	For Agenda of: 6/10/2025
	Prepared by: Stephanie Goff, Vicki Lundgren
Attachments (list): 1. 061025 Claims Register 2. 061025 Voucher Directory	
Approval of Materials: Stephanie Goff, Vicki Lundgren Rachel Pitzel, Assistant City Administrator 6/5/2025 Dave Olson, Mayor 6/5/2025	Expenditure Required: \$313,406.13 Amount Budgeted: \$313,406.13 Timeline:

Summary Statement:

AB24-030 approving June 2025 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$205,674.84 and Vendor Check Numbers 26496 through 26506, with EFT and Direct Pay Payments in the amount of \$107,731.29. Total distributions submitted for review and authorization in the amount of \$313,406.13.

Item History:

Recommended Action:

MOTION to adopt AB25-067- a motion approving June 2025 Budgeted Ex as presented under the Consent Agenda.

Fiscal Note/Consideration:

City of Edgewood 2025

June 10th, 2025 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>AWC EFT 5/31/25</u>	AWC Employee Benefit Trust	5/30/2025	\$47,032.50
<u>DCP EFT 5/31/25</u>	Deferred Compensation Program	5/30/2025	\$20,430.28
<u>Direct Deposit Run -</u>	Payroll Vendor	5/30/2025	\$99,199.94
<u>DRS EFT 5/31/25</u>	Dept of Retirement Systems	5/30/2025	\$18,828.40
<u>IRS 941 EFT 5/31/25</u>	IRS 941	5/30/2025	\$20,183.72
Total			\$205,674.84

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26495 Last Number Issued Previous Authorization			
<u>26496</u>	Code Publishing Inc.	6/10/2025	\$1,310.75
<u>26497</u>	Drain-Pro	6/10/2025	\$1,780.08
<u>26498</u>	Gray & Osborne, Inc	6/10/2025	\$7,137.79
<u>26499</u>	Greg Pile	6/10/2025	\$300.00
<u>26500</u>	LONG Building Technologies, Inc.	6/10/2025	\$711.72
<u>26501</u>	One Beat Medical	6/10/2025	\$293.97
<u>26502</u>	Peak Industrial Inc	6/10/2025	\$4,978.69
<u>26503</u>	Randles Sand & Gravel Inc.	6/10/2025	\$1,640.93
<u>26504</u>	Gervais, Kari	6/10/2025	\$4,621.50
<u>26505</u>	RW Scott	6/10/2025	\$11,101.60
<u>26506</u>	Tacoma Screw Products Inc	6/10/2025	\$228.88
<u>Direct Pay Payment</u>	Alpine Products/Aramco, Inc.	6/10/2025	\$259.31
<u>Direct Pay Payment</u>	Amazon Capital Services	6/10/2025	\$394.67
<u>Direct Pay Payment</u>	American Traffic Solutions	6/10/2025	\$33,250.00
<u>Direct Pay Payment</u>	CDW Government	6/10/2025	\$10,458.34
<u>Direct Pay Payment</u>	Jennings Equipment, Inc.	6/10/2025	\$1,185.47
<u>Direct Pay Payment</u>	McKinstry Co, LLC	6/10/2025	\$6,279.50
<u>Direct Pay Payment</u>	Pape Machinery Inc.	6/10/2025	\$487.49
<u>Direct Pay Payment</u>	Utilities Underground Location Center	6/10/2025	\$220.05
<u>Direct Pay Payment</u>	Pitney Bowes	6/10/2025	\$500.00
<u>EFT Payment 6/5/2025</u>	Comcast	6/10/2025	\$198.84
<u>EFT Payment 6/5/2025</u>	Kings III Emergency Communications	6/10/2025	\$54.95
<u>EFT Payment 6/5/2025</u>	McLendon - Parkrose Hardware	6/10/2025	\$935.69
<u>EFT Payment 6/5/2025</u>	Murrey's Disposal Company	6/10/2025	\$467.35
<u>EFT Payment 6/5/2025</u>	O'Reilly Auto Parts	6/10/2025	\$168.55
<u>EFT Payment 6/5/2025</u>	Puget Sound Energy	6/10/2025	\$8,989.82
<u>EFT Payment 6/5/2025</u>	Verizon Connect Fleet	6/10/2025	\$211.13
<u>EFT Payment 6/5/2025</u>	Verizon Wireless	6/10/2025	\$1,377.31
<u>EFT Payment 6/5/2025</u>	Umpqua Bank	6/10/2025	\$8,186.91

Total Claims Voucher Distribution	\$107,731.29
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Total Distribution Submitted for Review & Authorization	\$ 313,406.13
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$ 313,406.13
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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, Dave Olson

_____ Council Member



Voucher Directory

Fiscal: : 2025 - June
Council Date: : All

Vendor	Number	Reference	Account Number	Description	Amount
Alpine Products/Aramsco, Inc.					
	Direct Pay Payment 6/5/2025 10:07:00 AM - 1		2025 - June - 1st Council Meeting		
		S7071002.001			
			May Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$259.31
				Safety Tape-City Hall Entrance (Landscape Rocks)	
		Total S7071002.001			\$259.31
	Total Direct Pay Payment 6/5/2025 10:07:00 AM - 1				\$259.31
Total Alpine Products/Aramsco, Inc.					\$259.31
Amazon Capital Services					
	Direct Pay Payment 6/5/2025 10:07:00 AM - 2		2025 - June - 1st Council Meeting		
		197T-JQDC-QQNR			
			May Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$130.70
				Street Renaming Address Numbers-City Hall Bldg	
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	\$252.30
				USB Cables;Charging Block;Keyboard;Portable Monitor	
			101-000-000-542-64-31-01	Traffic Control Devices-Office & Operational Supplies	\$11.67
				SMD SMT Solder & Cable-Radar Sign Repair	
		Total 197T-JQDC-QQNR			\$394.67
	Total Direct Pay Payment 6/5/2025 10:07:00 AM - 2				\$394.67
Total Amazon Capital Services					\$394.67
American Traffic Solutions					
	Direct Pay Payment 6/5/2025 10:07:00 AM - 3		2025 - June - 1st Council Meeting		
		INV0101141			
			May Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$33,250.00
				7 Traffic Cameras	
		Total INV0101141			\$33,250.00
	Total Direct Pay Payment 6/5/2025 10:07:00 AM - 3				\$33,250.00
Total American Traffic Solutions					\$33,250.00

Vendor	Number	Reference	Account Number	Description	Amount
CDW Government					
	Direct Pay Payment 6/5/2025 10:07:00 AM - 4		2025 - June - 1st Council Meeting		
		AE3EJ1N			
			PO 2025020		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$9,465.13
				Microsoft Laptop-(Qty 5)	
		Total AE3EJ1N			\$9,465.13
		AE3FD3E			
			PO 2025020		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$667.65
				MS Ext'd Hardware 4 Yr Svc Plan (Qty 5)	
		Total AE3FD3E			\$667.65
		AE3HE1Q			
			PO 2025022		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$325.56
				Hard Drive Upgrade & Ext'd Warranty-GIS Desktop	
		Total AE3HE1Q			\$325.56
	Total Direct Pay Payment 6/5/2025 10:07:00 AM - 4				\$10,458.34
Total CDW Government					\$10,458.34
Code Publishing Inc.					
	26496		2025 - June - 1st Council Meeting		
		GCI00176112			
			EMC Web Update		
			001-019-030-514-20-41-01	Professional Services	\$1,310.75
				EMC Updates	
		Total GCI00176112			\$1,310.75
	Total 26496				\$1,310.75
Total Code Publishing Inc.					\$1,310.75
Comcast					
	EFT Payment 6/5/2025 10:06:23 AM - 1		2025 - June - 1st Council Meeting		
		8498350210602869 4/29-5/28/25			
			4/29-5/28/25 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$99.42
				City Hall Public Internet	
		Total 8498350210602869 4/29-5/28/25			\$99.42
		849835210602869 5/29-6/28/25			
			5/29-6/28/25 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$99.42
				City Hall Public Internet	
		Total 849835210602869 5/29-6/28/25			\$99.42
	Total EFT Payment 6/5/2025 10:06:23 AM - 1				\$198.84
Total Comcast					\$198.84

Vendor	Number	Reference	Account Number	Description	Amount
Drain-Pro	26497			2025 - June - 1st Council Meeting	
		143543			
			May Addt'l Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$182.00
				Off Route Svc/Seat Cover & Sanitizer Refills-Edgemont Park	
		Total 143543			\$182.00
		143544			
			May Addt'l Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$7.00
				Seat Cover Refill-Trailhead Park	
		Total 143544			\$7.00
		143649			
			May Addt'l Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$1,591.08
				Damaged Portable Toilet/Vandalism-Trailhead Park	
		Total 143649			\$1,591.08
	Total 26497				\$1,780.08
Total Drain-Pro					\$1,780.08
Gray & Osborne, Inc	26498			2025 - June - 1st Council Meeting	
		5-G&O Prj. 24596.01			
			May Svcs-48th Street East Preservation		
			340-000-000-595-10-63-01	Capital Improvements-Engineering	\$7,137.79
				T-14 48th St E Preservation Project	
				48th Street East Preservation-T-14 CIP	
		Total 5-G&O Prj. 24596.01			\$7,137.79
	Total 26498				\$7,137.79
Total Gray & Osborne, Inc					\$7,137.79
Greg Pile	26499			2025 - June - 1st Council Meeting	
		061025-GP			
			2025 Annual Maintenance Fee		
			001-076-000-576-80-41-01	Professional Services	\$300.00
				2025 Annual Maintenance Fee-Lease Agreement	
		Total 061025-GP			\$300.00
	Total 26499				\$300.00
Total Greg Pile					\$300.00

Vendor	Number	Reference	Account Number	Description	Amount
Jennings Equipment, Inc.					
	Direct Pay	Payment 6/5/2025 10:07:00 AM - 5	2025 - June - 1st Council Meeting		
		053125-JEI			
			May Statement		
			001-022-000-548-30-31-01	Operating Supplies	\$248.54
				Parts-Hand Tools	
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$740.33
				Belts (Qty 6)-Mowers;Gear Head-Trimmer;Parts-Kubota Lawnmower	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$196.60
				Belts (Qty 6)-Mowers;Gear Head-Trimmer	
			Total 053125-JEI		\$1,185.47
			Total Direct Pay	Payment 6/5/2025 10:07:00 AM - 5	\$1,185.47
Total Jennings Equipment, Inc.					\$1,185.47
Kings III Emergency Communications					
	EFT Payment	6/5/2025 10:06:23 AM - 2	2025 - June - 1st Council Meeting		
		3062684			
			Service Elevator Phone(s)		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$54.95
				Service Elevator Phone(s)	
			Total 3062684		\$54.95
			Total EFT Payment	6/5/2025 10:06:23 AM - 2	\$54.95
Total Kings III Emergency Communications					\$54.95
LONG Building Technologies, Inc.					
	26500		2025 - June - 1st Council Meeting		
		FTI-000224			
			Sales Tax		
			340-000-000-595-30-63-01	Public Facilities Cap Projects	\$711.72
				Missed Sales Tax-PF1-PF3 Projects COE Security	
			Total FTI-000224		\$711.72
			Total 26500		\$711.72
Total LONG Building Technologies, Inc.					\$711.72
McKinstry Co, LLC					
	Direct Pay	Payment 6/5/2025 10:07:00 AM - 6	2025 - June - 1st Council Meeting		
		10287879			
			May Svcs-WO 9973898		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$3,258.96
				Diagnose & Repair Failed Backflows	
			Total 10287879		\$3,258.96
			10287882		
			May Svcs-WO 9973899		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,334.08
				Diagnose & Repair Backflow	
			Total 10287882		\$1,334.08

Vendor	Number	Reference	Account Number	Description	Amount
		10289043			
			June Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,686.46
				June Maintenance	
		Total 10289043			\$1,686.46
		Total Direct Pay Payment 6/5/2025 10:07:00 AM - 6			\$6,279.50
Total McKinstry Co, LLC					\$6,279.50
McLendon - Parkrose Hardware					
		EFT Payment 6/5/2025 10:06:23 AM - 3		2025 - June - 1st Council Meeting	
		053125-MH			
			May Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$39.40
				Hand Torch for Safety Tape Install-Landscape Rocks-City Hall Entrance	
			001-022-000-548-30-31-01	Operating Supplies	\$294.77
				Misc Supplies-PW Stock	
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$286.82
				Angle Grinder;Drill Bit Set;Pruning Saw;Bypass Lopper;Metric Socket	
			001-076-000-576-80-31-01	Operational Supplies	\$314.70
				Irrigation PVC-ECP;Concrete/Supplies-Jovita Station;Supplies-ECP & Edgemont	
		Total 053125-MH			\$935.69
		Total EFT Payment 6/5/2025 10:06:23 AM - 3			\$935.69
Total McLendon - Parkrose Hardware					\$935.69
Murrey's Disposal Company					
		EFT Payment 6/5/2025 10:06:23 AM - 4		2025 - June - 1st Council Meeting	
		12939744S111			
			May Services		
			001-022-000-544-20-47-03	Waste Disposal	\$467.35
				PW Yard	
		Total 12939744S111			\$467.35
		Total EFT Payment 6/5/2025 10:06:23 AM - 4			\$467.35
Total Murrey's Disposal Company					\$467.35
One Beat Medical					
		26501		2025 - June - 1st Council Meeting	
		INV358861			
			PO 2025014		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$293.97
				Adult SMART Pads for City AED's	
		Total INV358861			\$293.97
		Total 26501			\$293.97
Total One Beat Medical					\$293.97

Vendor	Number	Reference	Account Number	Description	Amount
O'Reilly Auto Parts					
		EFT Payment 6/5/2025 10:06:23 AM - 5	2025 - June - 1st Council Meeting		
		052825-OAP			
			May Statement		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$126.41
				Window Handle/Wiper Blades-Vehicle #6;Molly Grease	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$42.14
				Window Handle/Wiper Blades-Vehicle #6;Molly Grease	
		Total 052825-OAP			\$168.55
		Total EFT Payment 6/5/2025 10:06:23 AM - 5			\$168.55
Total O'Reilly Auto Parts					\$168.55
Pape Machinery Inc.					
		Direct Pay Payment 6/5/2025 10:07:00 AM - 7	2025 - June - 1st Council Meeting		
		16136277			
			May Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$8.73
				Parts-Small Power Tools	
		Total 16136277			\$8.73
		6616404			
			May Services		
			001-022-000-548-30-48-06	Maintenance/Repairs-Equipment	\$359.07
				Replacement-Driver's Door & Stereo Speakers-Brush Cutter	
			410-000-000-531-38-48-04	Maintenance/ Repairs-Equipment	\$119.69
				Replacement-Driver's Door & Stereo Speakers-Brush Cutter	
		Total 6616404			\$478.76
		Total Direct Pay Payment 6/5/2025 10:07:00 AM - 7			\$487.49
Total Pape Machinery Inc.					\$487.49
Peak Industrial Inc					
	26502		2025 - June - 1st Council Meeting		
		PSI-497775			
			May Services		
			001-022-000-548-30-48-06	Maintenance/Repairs-Equipment	\$3,734.02
				Repairs-Toolcat/Bobcat	
			410-000-000-531-38-48-04	Maintenance/ Repairs-Equipment	\$1,244.67
				Repairs-Toolcat/Bobcat	
		Total PSI-497775			\$4,978.69
	Total 26502				\$4,978.69
Total Peak Industrial Inc					\$4,978.69

Vendor	Number	Reference	Account Number	Description	Amount
Pitney Bowes					
	Direct Pay Payment 6/6/2025 9:58:11 AM - 1		2025 - June - 1st Council Meeting		
	052825-PB				
			Postage Meter Refill		
			001-018-000-518-20-42-02	Postage	\$500.00
				Postage Meter Refill	
		Total 052825-PB			\$500.00
	Total Direct Pay Payment 6/6/2025 9:58:11 AM - 1				\$500.00
Total Pitney Bowes					\$500.00
Puget Sound Energy					
	EFT Payment 6/5/2025 10:06:23 AM - 7		2025 - June - 1st Council Meeting		
	220036939530 May 2025				
			May Statement		
			001-018-000-518-30-47-01	Electricity	\$187.73
				5/2-6/2/2025 Services	
		Total 220036939530 May 2025			\$187.73
		300000011233 May 2025			
			May Statement		
			001-018-000-518-30-47-01	Electricity	\$8,802.09
				5/2-6/2/25 Services	
		Total 300000011233 May 2025			\$8,802.09
	Total EFT Payment 6/5/2025 10:06:23 AM - 7				\$8,989.82
Total Puget Sound Energy					\$8,989.82
Randles Sand & Gravel Inc.					
	26503		2025 - June - 1st Council Meeting		
		440078			
			May Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$1,640.93
				Stock Gravel-PW Yard	
		Total 440078			\$1,640.93
	Total 26503				\$1,640.93
Total Randles Sand & Gravel Inc.					\$1,640.93
Refunds/Reimbursements Vendor					
	26504		2025 - June - 1st Council Meeting		
		052825 - KG	Kari Gervais		
			AOF Full Release		
			006-000-000-582-10-00-02	Refunds-Assignment of Funds	\$4,621.50
				AOF Full Release #17-1472-Gervais Short Plat	
		Total 052825 - KG			\$4,621.50
	Total 26504				\$4,621.50
Total Refunds/Reimbursements Vendor					\$4,621.50

Vendor	Number	Reference	Account Number	Description	Amount
RW Scott					
	26505			2025 - June - 1st Council Meeting	
		PE #8 TIP #5			
			Chrisella Rd E Safety Improvements		
			340-000-000-595-80-63-01	Transportation Cap Projects	\$11,101.60
				Chrisella Rd E Safety Improvements-TIP #5 (Period 2/16-3/21/25)	
		Total PE #8 TIP #5			\$11,101.60
	Total 26505				\$11,101.60
Total RW Scott					\$11,101.60
Tacoma Screw Products Inc					
	26506			2025 - June - 1st Council Meeting	
		130077361-00			
			May Purchases		
			001-022-000-548-30-31-53	PPE-Personal Protective Equipment	\$171.66
				Disposable Nitrile Gloves-(Qty 10 bxs)	
			410-000-000-531-38-31-53	PPE-Personal Protective Equipment	\$57.22
				Disposable Nitrile Gloves-(Qty 10 bxs)	
		Total 130077361-00			\$228.88
	Total 26506				\$228.88
Total Tacoma Screw Products Inc					\$228.88
Umpqua Bank					
	EFT Payment 6/5/2025 10:06:51 AM - 1			2025 - June - 1st Council Meeting	
	051625-UB				
			City Hall Mortgage Loan		
			201-000-000-592-18-83-01	Interest on Bonds	\$8,186.91
				City Hall Mortgage Loan	
		Total 051625-UB			\$8,186.91
	Total EFT Payment 6/5/2025 10:06:51 AM - 1				\$8,186.91
Total Umpqua Bank					\$8,186.91
Utilities Underground Location Center					
	Direct Pay Payment 6/5/2025 10:07:00 AM - 8			2025 - June - 1st Council Meeting	
	5050149				
			May Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$220.05
				Utility Locating Svs. for May	
		Total 5050149			\$220.05
	Total Direct Pay Payment 6/5/2025 10:07:00 AM - 8				\$220.05
Total Utilities Underground Location Center					\$220.05

Vendor	Number	Reference	Account Number	Description	Amount
Verizon Connect Fleet					
	EFT Payment 6/5/2025 10:06:23 AM - 8	631000071102	2025 - June - 1st Council Meeting		
			May Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$211.13
				5/1-5/31/25 Vehicle Tracking Svcs	
		Total 631000071102			\$211.13
	Total EFT Payment 6/5/2025 10:06:23 AM - 8				\$211.13
Total Verizon Connect Fleet					\$211.13
Verizon Wireless					
	EFT Payment 6/5/2025 10:06:23 AM - 9	6114320576	2025 - June - 1st Council Meeting		
			May Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$1,377.31
				May Monthly Statement	
		Total 6114320576			\$1,377.31
	Total EFT Payment 6/5/2025 10:06:23 AM - 9				\$1,377.31
Total Verizon Wireless					\$1,377.31
Grand Total		Vendor Count	29		\$107,731.29



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB25-0773 - Resolution 25-0773 authorizing the Mayor to execute a contract for vegetation management services in the Drainage District 21 to Torres Reforestation	Agenda Item #: 4.D
	For Agenda of: 6/10/2025
	Prepared by: Chuck Hendricksen
Attachments (list): 1. RESOLUTION 25.0778, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR VEGETATION MANAGEMENT IN THE DRAINAGE DISTRICT 21 2. Contrato district 21 drainage cleanup	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 6/5/2025 Dave Olson, Mayor 6/5/2025	Expenditure Required:
	Amount Budgeted:
	Timeline:

Summary Statement:

Authorization of the Mayor to enter into a contract with Torres Reforestation to maintain the former DD21 area.

Item History:

Recommended Action:

MOTION to adopt **AB25-0773** - Resolution 25-0773 authorizing the Mayor to execute a contract for vegetation management services in the Drainage District 21 to Torres Reforestation as presented under the Consent Agenda

Fiscal Note/Consideration:

RESOLUTION NO. 25-0778

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 TORRES REFORESTATION, IN THE AMOUNT OF \$29,900.00

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 May 6, 2025, requesting bids for the work required to maintain drainageways in the former Drainage District #21 service area; and

WHEREAS, after four bids were received and opened on May 20, 2025, City staff reviewed and determined that the lowest responsive and responsible bidder was Torres Reforestation, based on its bid of \$29,900.00, plus tax; and

WHEREAS, the City Council considered staff's recommendation during its study session on June 3, 2025, and regular Council meeting on June 10, 2025, and determined that the contract for installation of the equipment should be awarded to Torres Reforestation;

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 Torres Reforestation in the amount of \$29,900.00 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 10TH DAY OF JUNE, 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, City Clerk

Exhibit A
Vegetation Management Services Agreement

**CITY OF EDGEWOOD
VEGETATION MANAGEMENT SERVICES AGREEMENT**

THIS Agreement is made effective as of the 10th day of June, 2025, 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: Chuck Hendricksen
Phone: 253-952-3299

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

Torres Reforestation
(hereinafter the "CONTRACTOR")
417 W Harriman St.
Aberdeen, WA 98520

Contact: Miguel Torres
Phone: 360-986-0521

for vegetation management services in connection with the following Project:

Vegetation Maintenance Services – Former Drainage District #21 Service Area (2025)

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."

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, 2025, and shall terminate on December 31, 2025, unless extended or terminated in writing as provided herein, and provided that the City may offer up to two, one-year extensions of the contract without further action of the City Council.

4. **Compensation.**

☒ LUMP SUM. Compensation for these services shall be a Lump Sum of \$29,900.00, 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 sixty (60) 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. 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.

C. 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. **Discrimination and Compliance with Laws**

Revised 02/2025

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. 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 a City of Edgewood business license prior to receipt of written Notice to Proceed.

D. Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance. As this is a multi-year contract, prevailing wage rates must be updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of this Contract.

For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in Pierce County may be found at the following website address of the Department of Labor and Industries: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project. Contractor is advised that this is a multi-year contract and that prevailing wage rates are updated annually.

E. Violation of this Paragraph 6 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.

7. 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, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. 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.

Revised 02/2025

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Contractor.

B. Rights Upon Termination.

1. *With or Without Cause.* 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.

9. 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.

10. Ownership of Work Product.

Revised 02/2025

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 pursuant to paragraph 8 above, 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.

11. 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.

12. 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.

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 PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

13. 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. No limitation. The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. 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, stop-gap, independent contractors and personal injury, 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 endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named 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.

C. 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.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provision for Automobile Liability, Professional 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.

Revised 02/2025

E. Acceptability of Insurers

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

F. 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 City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

G. Notice of Cancellation.

The Contractor shall provide the City 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.

I. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

14. 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.

15. 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
Joe Blaine, SW Program Coordinator
2224 - 104th Avenue E.
Edgewood, WA 98372

Company Name: Torres Reforestation
Attn: Miguel Torres
Street address: 417 W. Harriman St.
City, State Zip Code: Aberdeen, WA 98520

Phone: 253-952-3299
Email: joe@cityofedgewood.org

Phone: 360-964-2155
Email: armandotorres1156@gmail.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

16. 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 parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. 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.

17. General Provisions.

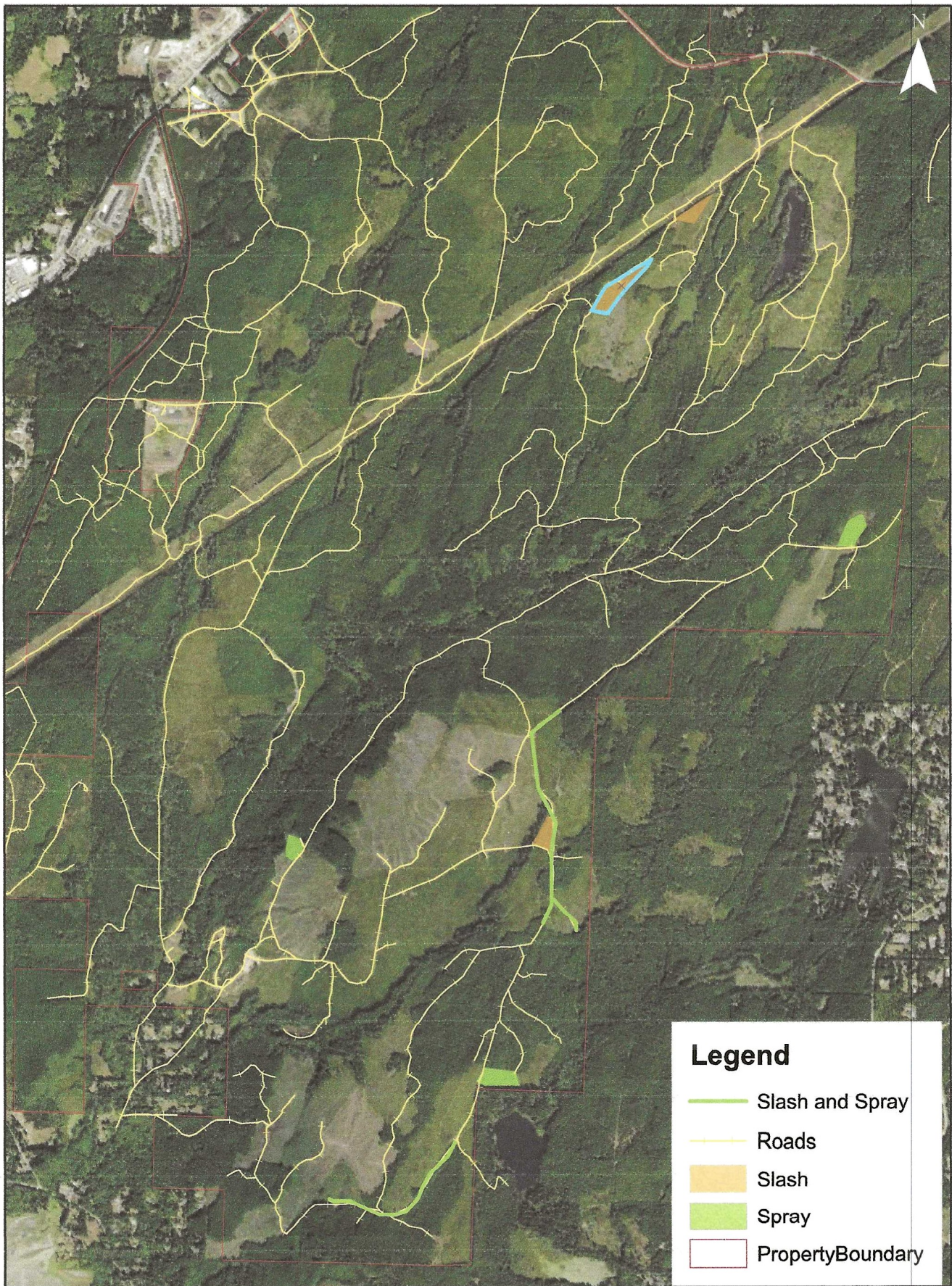
A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or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

Overton Spray and Slash 2025



0 0.25 0.5 1 Miles

5/20/25
EE Overton

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: _____
Dave Olson
Mayor

By:  _____
Miguel Torres
Owner

Date: _____

Date: 5-22-2025

Attest:

By: _____
Jill Schwerzler-Herrera
City Clerk

APPROVED AS TO FORM:

By: _____
Maili Barber
City Attorney

Revised 02/2025

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).

Weekly updates will need to be submitted to the City of Edgewood's Project Manager. Updates will need to include location (Section) of work completed and also include the following weeks scheduled locations.

All work performed under this contract shall occur between June 1 and September 30, 2025, unless otherwise modified by the HPA. The work area is depicted on the attached map, with approximate lengths and maintenance frequencies detailed as follows:

- Section 1 Wapato Creek (Freeman Road to 36th St E) 1,000 Feet, two times
- Section 2 Lower Wapato Creek (Freeman to Valley) 1,000 Feet, two times
- Section 3 Simons Creek (36th St E to end of 40th St E) 3,900 Feet, two times
- Section 4 Wapato Creek (36th St E to 96th Ave E) 6,670 Feet, two times
- Section 5 Wapato Creek (City limits to Meridian) 1,900 Feet, two times
- Section 6 No Name Creek (East of 90th to ravine below Meridian) 1,850 Feet, one time

All work described herein is subject to prevailing wages.

Attachments: DD21 Map, HPA

Revised 02/2025



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: June 17, 2022
Project End Date: June 16, 2027

Permit Number: 2022-6-256+01
FPA/Public Notice Number: N/A
Application ID: 27021

PERMITTEE

City of Edgewood
ATTENTION: Joseph Blaine
2224 104th Ave E
Edgewood, WA 98372-1513

AUTHORIZED AGENT OR CONTRACTOR

Project Name: Wapato Creek and Simons Creek Channel Maintenance

Project Description: Vegetation (mainly reed canary grass) will be removed, and large woody debris repositioned, when it inhibits the free-flow of drainage conveyance system surface water, which typically occurs when vegetation fully envelops the drainage conveyance system, thereby creating potential flooding of adjoining properties. The removal will be completed entirely with hand tools (hedge trimmer, chain saw, and pitchfork). Repositioning of woody debris will be restricted to pieces that have fallen into the stream and are obstructing flow, causing flooding issues to adjoining properties.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. **TIMING LIMITATION:** You may begin the project immediately and you must complete work by June 16, 2027, provided, all work below the ordinary high water line (OHWL) may only occur between June 1 and September 30 of a given year.

EXCEPTION: Normal maintenance work below the OHWL of a given watercourse may occur year-round, provided, the watercourse is in a naturally dry or no-flow condition, and any measures necessary to prevent erosion and sedimentation are in place and functioning properly.

2. **APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "City of Edgewood Simons Creek and Wapato Creek Maintenance," dated May 25, 2022, and all supporting documents and communications uploaded to the APPS project file; except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

3. **INVASIVE SPECIES CONTROL:** Thoroughly clean all equipment and gear before arriving and leaving the job site to prevent the transport and introduction of aquatic invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. You can find additional information in the Washington Department of Fish and Wildlife's Invasive Species Management Protocols (November 2012), available online at <http://wdfw.wa.gov/publications/01490/wdfw01490.pdf>.

NOTIFICATION REQUIREMENTS

4. **NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work at each location. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.

5. **FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: June 17, 2022

Project End Date: June 16, 2027

Permit Number: 2022-6-256+01

FPA/Public Notice Number: N/A

Application ID: 27021

job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

AQUATIC NOXIOUS WEED REMOVAL PROVISIONS

6. Plant removal within the streambed must be limited to aquatic plant species listed on the state noxious weed lists found in WAC 16-750-005, WAC 16-750-011, and WAC 16-750-015.
7. Removal is restricted to hand-pulling, using hand-held tools or equipment, or using equipment that is carried when used.
8. When hand-pulling aquatic noxious weeds, remove the entire plant when possible. Completely remove detached plants and plant parts from waters of the state so they will not reenter waters of the state.
9. Conduct work in a manner that minimizes the release of sediment and sediment-laden water from the job site.
10. Prevent contaminants from the project, such as petroleum products, hydraulic fluid, or any other toxic or harmful materials, from entering or leaching into waters of the state.
11. Work must not be conducted in fish spawning areas. For the purpose of this Hydraulic Project Approval, spawning areas are defined as portions of the streambed with rounded gravel deposits.
12. Do not use contaminated equipment, which can spread plant parts. Thoroughly remove and properly dispose of all viable plants and plant parts from the equipment before using equipment in waters of the state.
13. This Hydraulic Project Approval does not authorize the removal of native riparian zone vegetation.

LARGE WOODY MATERIAL

14. For the purposes of this HPA, large woody material (LWM) means trees or tree parts larger than four inches in diameter and longer than six feet, and rootwads, wholly or partially waterward of the ordinary high water line.
15. Do not disturb large woody material embedded in a bank or bed.
16. Large woody material must either be repositioned with at least a third of the LWM length within the low flow channel or floated free immediately downstream of the work site to provide functional fish habitat. If releasing or repositioning woody material downstream of a worksite could create an unsafe hazard to life, the public, property or roadway infrastructure, the large woody material may be placed below the OHWL at another location within the same waterbody.
17. Large woody material must not be destroyed or reduced in value as fish habitat to the extent feasible. Large woody material must not be cut into smaller pieces except to allow floating or suspension of large woody material to reposition it. Root wads must not be removed from the trunk (bole). Boles must not be reduced in girth.
18. Do not drag non-embedded large woody material. Float or suspend large woody material during placement, repositioning, or removal so it does not damage the bed or banks. A yarding corridor or full suspension is required to protect riparian zone vegetation. Full suspension can be achieved with hand-operated or heavy equipment or aerial log yarding towers.
19. When repositioning or removing large woody material, minimize releasing bedload, logs, or debris downstream. Fill and smooth over any depressions created in the bed with material that has the same composition as native material.
20. Natural woody material that is smaller than large woody material may be, in order of preference, repositioned within the stream, floated downstream, or deposited on the bank.

DEMOBILIZATION AND CLEANUP

21. Upon completion of the noxious weed removal, the streambed must contain no pits, potholes, or large depressions to avoid stranding fish.



HYDRAULIC PROJECT APPROVAL

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Permit Number: 2022-6-256+01
FPA/Public Notice Number: N/A
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22. Deposit all trash from the project at an appropriate upland disposal location.

LOCATION #1: Site Name: Wapato from Freeman Rd to SR 161
, , WA

WORK START: June 17, 2022

WORK END: June 16, 2027

<u>WRIA</u>	<u>Waterbody:</u>	<u>Tributary to:</u>				
10 - Puyallup - White	Wapato Creek	Port Industrial Waterway				
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	17	20 N	04 E	47.215945	-122.309825	Pierce

Location #1 Driving Directions

LOCATION #2: Site Name: Simons from Freeman Rd to SR 161
, , WA

WORK START: June 17, 2022

WORK END: June 16, 2027

<u>WRIA</u>	<u>Waterbody:</u>	<u>Tributary to:</u>				
10 - Puyallup - White	Other	Other				
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	17	20 N	04 E	47.215945	-122.309825	Pierce

Location #2 Driving Directions

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.



HYDRAULIC PROJECT APPROVAL

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This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.



HYDRAULIC PROJECT APPROVAL

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FPA/Public Notice Number: N/A
Application ID: 27021

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.



HYDRAULIC PROJECT APPROVAL

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FPA/Public Notice Number: N/A

Application ID: 27021

Habitat Biologist

Miles.Penk@dfw.wa.gov

A handwritten signature in black ink, appearing to read "Miles Penk".

for Director

Miles Penk

360-480-2908

WDFW



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-0774 - Resolution 25-0774 adopting a city surplus disposition policy and Procedures	Agenda Item #: 4.E
	For Agenda of: 6/10/2025
	Prepared by: Hardeep Goraya
Attachments (list): 1. RESOLUTION 25.0774 Asset Disposal Policy 2. Asset Surplus Disposition Policy 3. COE - Certification of Surplus Property Form_Fillable	
Approval of Materials: Hardeep Goraya Rachel Pitzel, Assistant City Administrator 6/5/2025 Dave Olson, Mayor 6/5/2025	Expenditure Required: NA Amount Budgeted: NA Timeline:

Summary Statement:

The City does not presently maintain a disposal of surplus City assets policy and deals with the surplus of assets on a case-by-case basis. The City Finance Director recommends the City establish a uniform procedure for the disposition of City assets, other than real estate, owned but no longer needed by the City.

Item History:

Discussed in study session on 06/03/2025

Recommended Action:

MOTION to adopt AB25-0774 - Resolution 25-0774 Asset Surplus Disposition Policy and Certification Form as presented under the Consent Agenda.

Fiscal Note/Consideration:

RESOLUTION NO. 25-0774

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, ADOPTING A CITY SURPLUS DISPOSITION POLICY & PROCEDURES.

WHEREAS, the City does not presently maintain a disposal of surplus City assets policy and deals with the surplus of assets on a case by case basis; and

WHEREAS, the City Finance Director recommends the City establish a uniform procedure for the disposition of City assets, other than real estate, owned but no longer needed by the City; and

WHEREAS, the Mayor and City Council have reviewed the provisions of this Resolution and have determined that adoption of the policies and procedures set forth in this Resolution are in the best interests of the City.

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

Section 1. Surplus Disposition Policy. The City Council hereby adopts the policy attached hereto as Attachment A and incorporated herein by reference as the Surplus Disposition Policies of the City.

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

ADOPTED THIS 10TH DAY OF _____ 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk



**CITY OF EDGEWOOD
POLICIES AND PROCEDURES**

TITLE:
Asset Surplus Disposition Policy

APPROVED BY:
Mayor

REVISES OR SUPERSEDES
NA

EFFECTIVE DATE:
June 10, 2025

PURPOSE:

To provide citywide instruction in the proper method of disposing of property owned but no longer needed by the City.

REFERENCES:

RCW 35A.79 – Property and Materials

RCW 39.33.020 – Disposal of Surplus Property

Washington State Constitution, Article 8, Section 7 – Gift of Public Funds

DEFINITIONS:

Surplus – Equipment or Property owned by the City, which has exceeded its usefulness.

Disposal – Discarding of property declared surplus by either the City Council or City Staff in accordance with this policy.

POLICY:

Disposal of surplus property will be in accordance with State law, and in a manner which provides protection and proper accounting of city owned property. This policy does not address the surplus of real property.

PROCEDURES:

- A. For surplus property with a current market value of \$10,000 or less, the Department Director will complete a Certification of Surplus Equipment form and forward it to the Finance Department. Property with a current market value of \$500 or less may be donated to a qualified non-profit organization as defined by Internal Revenue Code Section 501C (3). If a non-profit organization refuses to pick up the surplus item(s) within a reasonable time, the Department Director, along with the Mayor or Assistant City Administrator's approval, is authorized to dispose of the item(s). Items that are broken, unusable, or have no commercial, salvage, or donation value may be declared as "trash" and be disposed of as such.

- B. The Finance Department will add information from the City's asset tracking records to the Certification of Surplus Equipment form and forward it to the Mayor or Assistant City Administrator if the value of the property exceeds \$500.
- C. If approved by the Mayor or Assistant City Administrator, the property may be disposed of in a cost effective and efficient manner that achieves the highest net resale proceeds for the City.
- D. Property with a value over \$10,000, as determined by the Department in making an estimate of the reasonable market value in "as-is, where-is" condition, for which a Department Director requests surplus classification will be submitted to the City Council for declaration of surplus equipment.
- E. Department Director may use E-commerce sites and/or Kelly Blue Book to determine the current market value.
- F. Disposition of surplus property with a value over \$10,000 must be approved by a majority of the City Council. The procedure is as follows:
 - 1. The council shall examine the surplus list of items at a public meeting and may, by majority vote, declare property as surplus to the needs of the City and make available for disposition.
 - 2. The council shall direct the Mayor to carry out the disposal of surplus property with assistance of the department owning the property.
 - 3. In certain situations, a public hearing may be required before city council action, or the city council may hold one at their discretion.

Any property declared by the City Council to be surplus to the needs of the City will be disposed of by the Mayor or Assistant City Administrator in a manner designed to achieve the highest possible return for the City, including but not limited to auction, sealed bids, or other methods reasonably calculated to maximize value.

CERTIFICATION OF SURPLUS PROPERTY



2224 104th Ave E
Edgewood WA 98372

Contact Person: _____ Department: _____

Description of Item: _____

Asset number: _____

Condition: ☐ Excellent ☐ Good ☐ Fair ☐ Poor

Estimated Value: ☐ \$0-499 ☐ \$500-\$9,999 ☐ \$10,000+

Property with a market value over \$500 must be submitted by Finance to the Assistant City Administrator for approval.

Property with a market value over \$10,000 must be submitted by Finance to the City Council for approval.

Reason for Disposal: ☐ Obsolete ☐ Broken ☐ Replaced by upgrade ☐ Stolen

☐ No longer needed ☐ Returned ☐ Other _____

Vehicles: Book Value: _____ Market Value: _____ Mileage: _____

Suggested Method of Disposal: _____

I certify that the above information is true and correct to the best of my knowledge and I hereby request that the City of Edgewood properly dispose of the property.

Department Director Approval

Date

Comments: _____

Finance Approval

Date

Comments: _____

Assistant City Administrator Approval

Date



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-0775 - Resolution 25-0775 relating to streets and transportation adopting the 2026-2031 six year Transportation Improvement Plan	Agenda Item #: 4.F
	For Agenda of: 6/10/2025
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION 25.0775 (TIP) 2. FINAL - 2026 TIP Budget Spreadsheet	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor 6/4/2025 6/5/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 04/15/2024 SS 04/22/2024 RCM PH 05/06/2024 SS 06/03/2024 SS 06/10/2024 RCM

Summary Statement:

The City is required to prepare a Transportation Improvement Plan (TIP), in accordance with RCW 35.77.010 and the Transportation Element of the City's adopted Comprehensive Plan. The TIP outlines the projects, estimated costs, anticipated timelines, and the expected funding sources for the next six years. These plans serve as the guiding documents for Staff to implement as resources are made available through City financial resources or other identified funding sources (i.e. TIB, WSDOT funding, other grants, loans, etc.). Staff is bringing the TIP update forward at this time to stay ahead of upcoming grant funding opportunities and satisfy the July 1 statutory deadline.

The attached plan represents Staff's recommendation as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. Staff relies on the City Council to guide this planning effort in alignment with Council's desires and the City's financial resources. Staff has reviewed this with the city's on-call transportation engineering consultant, Transpo, to ensure consistency with pending updates to the Transportation Impact Fee (TIF) program, and the TIF Eligible ratios have been updated accordingly. Also, while this year's Annual Concurrency Report has yet to be prepared, the recommendations provided in the last report are still relevant.

Please note that traffic concurrency will not be met if the Level of Service deficiencies are not addressed at three intersections with Meridian: 13th, 29th and 32nd. Projects have been identified in the draft TIP for 13th and 32nd, and there is a developer project underway at 29th. Staff is also working to design and implement the Parallel Road Network as time and resources allow.

Finally, staff has completed a State Environmental Policy Act (SEPA) Environmental Checklist and issued a Determination of Non-significance (DNS) on April 13, 2025, with no comments received by the April 27, 2025 deadline, and the decision was not appealed. Attached is an adopting resolution and final TIP for Council's consideration and potential action this evening.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB25-0775** - Resolution 25-0775 relating to streets and transportation adopting the 2026-2031 six year Transportation Improvement Plan presented under the Consent Agenda

Fiscal Note/Consideration:

As the Transportation Improvement Plan (TIP) is a component of the annual budgeting process, the anticipated impacts to the City's budget and General Fund are outlined therein. TIPs are planning documents that express the Council's desires for future transportation improvements within the City. Local agency TIPs are also utilized by State and other planning agencies, for evaluating projects on a regional scale and consideration for outside funding resources. This TIP represents an anticipated six-year program cost of \$33,190,000 - *However, the TIP is not a final budget document*; this is reserved for the actual budget that is adopted by the City Council towards the end of the City's fiscal year.

This TIP considers a total of \$9,930,398 in TIF funding from 2025 through 2031. Other funding sources considered herein (but yet to be secured unless noted otherwise) include TIB Grants, FHWA Grants, other unidentified grants, and the General Fund, for a total of \$23,259,602.

RESOLUTION NO. 25-0775

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO STREETS AND TRANSPORTATION, ADOPTING THE 2026-2031 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

WHEREAS, per RCW 35.77.010, the City is required to annually update its Six-Year Transportation Improvement Plan (TIP) before July 1st of each year and file the updated Transportation Improvement Plan with the Washington State Department of Transportation within thirty (30) days of adoption; and

WHEREAS, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city shall perpetually have advanced plans available, looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

WHEREAS, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Plan as required by RCW 35.77.010; and

WHEREAS, the transportation element of the City's Comprehensive Plan must also include and be consistent with the Six-Year Transportation Improvement Plan required by RCW 35.77.010; and

WHEREAS, per RCW 35.77.010, a duly-noticed public hearing was held on April 22, 2025 on the proposed updates to the Transportation Improvement Plan; and

WHEREAS, per Chapter 43.21C RCW and WAC 197-11-340, a Determination of Nonsignificance was issued on April 13, 2025, which allowed for a 14-day comment period ending April 27, 2025, and a 14-day appeal period ending May 11, 2025, where no comments or appeals were received;

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

Section 1. The City Council does hereby adopt the 2026-2031 Six-Year Transportation Improvement Plan (TIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

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

ADOPTED THIS 10TH DAY OF JUNE, 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

Transportation Improvement Program (TIP)
Years 2026-2031

Project No.		Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
TIP	2024 Comp Plan		Prior Years (Actual)	2025 Estimate	2026	2027	2028	2029	2030	2031	Future Years		
1	R-2	Meridian Avenue Phase 1 Improvements (24th to 3400 Block)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,100,000	\$ 18,100,000	Meridian Corridor Study project: widen to 4 lanes, add multiuse paths, RAB at 32nd (5% TIF Eligible)
2	R-3	Meridian Avenue Phase 2 Improvements (36th St E Vicinity)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,100,000	\$ 11,100,000	Meridian Corridor Study project: widen to 4 lanes, add multiuse paths, RAB at 36th (5% TIF Eligible)
3	N/A	Emergency Road Repair (Weather Related - Annual)		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 175,000	Annual Program - Repair failures due to severe weather, wear and tear from freeze/thaw events and other causes.
4	PED-21	Edgewood Drive Safety Improvements	\$ 562,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,535,000	\$ 11,097,225	Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (45% TIF Eligible)
5	PED-17	Chrisella Road East Safety Improvements	\$ 2,236,488	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,420,000	\$ 8,726,488	2021-2025: Improved markings, signage, lighting, sight distance, traffic calming measures; Future Years: Sidewalk, repair slopes south of 48th St E (45% TIF Eligible)
6	A-2	Citywide Road Preservation Program (Annual)		\$ 754,000	\$ 150,000	\$ 150,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000		\$ 2,054,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and repairs are included. (2025: Added 48th St E Grant Funds)
7	TRAIL-01	Interurban Trail Phase III, Connection Feasibility Study	\$ 638,088	\$ 1,246,988	\$ 150,000	\$ 10,000,000	\$ 11,500,000	\$ 885,000	\$ -	\$ -	\$ -	\$ 24,420,076	Develop approximately 1.05-mile corridor as a trail from 114th Avenue East to the City of Pacific. (30% TIF Eligible)
8	A-3	Citywide Pedestrian Mobility and Safety Improvements (Annual)		\$ 30,000	\$ 30,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 435,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study
9	N/A	Citywide Traffic Safety Program (Annual)		\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 250,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruction of ADA deficiencies.
10	N/A	Citywide Road Maintenance Program (Annual)		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 525,000	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
11	E-2, E-7, E-16, W-4	Meridian Parallel Road Network Construction - Various Segments	\$ 288,426	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 2,300,000	\$ -	\$ 10,000,000	\$ 12,838,426	Construct high-priority parallel road segments, closing gaps and fixing access deficiencies - Priority Order: W-4, E-16 (Chrisella), E-7, E-2. (TIF Eligible, see schedule)
12	MUP7	36th Street E Walkway Extension Feasibility/Design/Build	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,100,000	\$ 11,100,000	Design and construct extension of existing walkway to new park property. (45% TIF Eligible)
13	I-01	Meridian & 12th/13th Intersection Improvements	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 2,150,000	\$ 2,500,000	\$ -	\$ -	\$ 5,150,000	Design and construct intersection improvement(s) to address deficiencies. (45% TIF Eligible)
14	R-1	108th Ave E (north of 32nd St E) - Rebuild Failing Roadway	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 200,000	\$ -	\$ -	\$ 250,000	Gather information and prepare construction plans to repair, prevent any other unexpected failures.
15	I-02	Caldwell Rd E & 129th Ave E - Intersection Regrade	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	Repave the intersection and remove the non-compliant grade transition.
Annual Totals			\$ 3,725,227	\$ 2,200,988	\$ 430,000	\$ 11,025,000	\$ 11,975,000	\$ 3,810,000	\$ 5,475,000	\$ 475,000	\$ 67,255,000	\$ 106,371,215	
					Proposed 6-Year Program Total:					\$ 33,190,000			
TIB Funding:				\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,150,000	\$ -		\$ 1,150,000	Meridian Parallel Road Network
RCO WWRP Trails Grant:				\$ -	\$ -	\$ 1,340,000	\$ 1,541,000	\$ 119,000	\$ -	\$ -		\$ 3,000,000	2027-2029: Interurban Trail (application pending)
FHWA Funding (PSRC/PCRC):				\$ 779,170	\$ -	\$ 2,830,000	\$ -	\$ -	\$ -	\$ -		\$ 3,609,170	2025/2027: Interurban Trail Funded
WSDOT Funding:				\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 70,000	2025: 48th St E Preservation; 2027: Meridian & 12th/13th Chrisella HSIP Grant (work in progress)
Public Works Trust Fund Loan:				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Other Grant Funds:				\$ -	\$ -	\$ 2,569,477	\$ 6,509,000	\$ 1,683,000	\$ 2,180,000	\$ -		\$ 12,941,477	2027-2029: Interurban Trail; 2029+: Meridian & 12th/13th
Total Anticipated Grant Funding:				\$ 849,170	\$ -	\$ 6,739,477	\$ 8,050,000	\$ 1,802,000	\$ 3,330,000	\$ -		\$ 20,770,647	
Total City Funds Needed:				\$ 1,351,818	\$ 430,000	\$ 4,285,523	\$ 3,925,000	\$ 2,008,000	\$ 2,145,000	\$ 475,000		\$ 14,620,341	
Traffic Impact Fees				\$ -	\$ -	\$ 3,835,523	\$ 3,450,000	\$ 1,261,125	\$ 1,383,750	\$ -		\$ 9,930,398	
REET Funds				\$ 231,800	\$ 255,000	\$ 300,000	\$ 300,000	\$ 450,000	\$ 500,000	\$ 300,000		\$ 2,336,800	
School Zone Camera Fees				\$ -	\$ -	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000		\$ 550,000	
Park Impact Fees				\$ 1,120,018	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,270,018	Interurban Trail
General Fund				\$ -	\$ 25,000	\$ 40,000	\$ 65,000	\$ 186,875	\$ 151,250	\$ 65,000		\$ 533,125	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 6/4/2025



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-0680 - Ordinance 25-0680 implementing the requirements of engrossed substitute house bill 1110 for missing Middle Housing, as amended by E2SHB 2321	Agenda Item #: 5.B
	For Agenda of: 6/10/2025
	Prepared by: Jeremy Metzler
Attachments (list): 1. Ordinance 25-0680 Middle Housing ADUs Parking 2. Exhibit A - EMC 18.20 Amendments 3. Exhibit B - EMC 18.70.020(A) Amendments 4. Exhibit C - EMC 18.70.050 Land Use Table Amendments 5. Exhibit D - EMC 18.80 Amendments 6. Exhibit E - EMC 18.90 Amendments 7. Exhibit F - EMC 18.95 Amendments	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 6/4/2025 Dave Olson, Mayor 6/5/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 05/13/2025 RCM Presentation 06/03/2025 SS 06/10/2025 RCM

Summary Statement:

Middle Housing:

“Middle housing” is a term for homes at a middle scale between detached single-family houses and large multifamily complexes. Examples include duplexes, triplexes, fourplexes, fiveplexes, sixplexes, courtyard apartments, cottage clusters, and townhomes. These types are typically “house-scale”; meaning that the buildings are about the same size and height as typical detached house.

During the 2023-24 legislative session, [HB 1110 \(2023\)](#) was adopted to implement middle housing across the state. HB 1110 (middle housing bill) directs WA Department of Commerce (Commerce) to provide technical assistance including model ordinances, for implementing the bill. The models are intended to serve as the middle housing ordinance in cities that are unable to adopt regulations within six-months of their next periodic update (June 2025 for City of Edgewood) required under [RCW 36.70A.130](#) and [RCW 36.70A.635\(11\)](#).

Commerce released a new *model* ordinance, new middle housing checklist, and new middle housing user guide in October 2024. As such, some of the information provided in previous Planning Commission meetings, including the *final draft middle house ordinance*, may be obsolete. All updated information is available on the Commerce’s [Middle Housing resource webpage](#).

A Middle Housing Community Survey went live January 31, 2025, and ran until February 28, 2025. The city

received 126 survey responses. See [Middle Housing Survey Results](#) to view the survey results. A Middle Housing Open House was held on February 20, 2025, and a copy of the presentation is available at the [city housing webpage](#).

Planning staff presented the legislation updates, local legislative decision options, and proposed code amendments to the Planning Commission for their consideration monthly since December 2024, addressing the following key items:

- Definitions revised for principal units, cottage housing, development regulations, duplex, multifamily dwelling unit, major transit stop, middle housing, unit density, townhouses, and single-family zones.
- Updates to land use tables for middle housing types.
- Update density to allow up to 2 principal units permit lot in R-1, R-2, MR-1, and MR-2.
- Repeal and replace Residential Design (18.95.050) to address detached single-family, middle housing types, and accessory dwelling units.
- Removing SF-5 zoning district reference to comply with most recent zoning map.
- Change references from SF-2 to R-1 and SF-3 to R-2 to comply with the 2024 Comprehensive Plan.
- Various organization and clarity edits.

Accessory Dwelling Units (ADUs):

The 2023 Washington State Legislature adopted [House Bill 1337](#) (HB 1337 / ADU bill), which is codified under RCW's 36.70A.680, .681, and .696, to regulate accessory dwelling units (ADUs). While the effective date of the ADU bill was July 23, 2023, jurisdictions are required to adopt the corresponding ADU regulations by their next periodic update and/or development regulations. The Washington State Department of Commerce (Commerce) has provided [guidance on the ADU regulations](#), including a [checklist](#).

Planning staff presented legislation updates, local legislative decision options, and proposed code amendments to the Planning Commission for their consideration, revising the following key items:

- Accessory Dwelling Unit Definition.
- Identifying Accessory Dwelling Units as a middle housing type.
- Application Processing.
- Number of allowed Accessory Dwelling Units per lot.
- Maximum square footage of each Accessory Dwelling Unit.
- Accessory Dwelling Units design standards.
- Administrative Deviations.

Residential Parking Regulations:

The 2024 Washington State Legislature adopted [Substitute Senate Bill 6015](#) (SB 6015) (Residential Parking Bill), and codified under RCW 36.70A.622, to regulate residential parking regulations. While the SB 6015 effective date is June 6, 2024, Washington State Department of Commerce (Commerce) guidance states that cities must adopt the residential parking regulations by their next periodic update and/or development regulations.

Planning staff presented the legislation updates, local legislative decision options, and proposed code amendments to the Planning Commission for their consideration, revising the following key items:

- Minimum residential parking dimensions be no greater than eight (8) feet by twenty-four (24) feet.

- Allow for tandem parking spaces.
- Allow required parking spaces to be enclosed or unenclosed.
- Allow required parking spaces to be paved with grass block pavers.
- Allow up to six parking spaces in legally nonconforming gravel parking areas to be allowed to count toward minimum parking requirements.
- Not require minimum parking spaces if compliance with tree retention would otherwise make a residential development infeasible.
- Clarity on code applicability.
- Clarity on parking plans applicability.
- Affordable housing parking reduction.
- Reorganization of the parking table for Middle Housing and ADUs.
- Create notes for reduced parking near major transit stops.

City Council Action:

The Planning Commission unanimously approved their recommendations to the City Council on the above items at their May 12, 2025 meeting. The City of Edgewood is required to update its municipal code to comply with the recent Middle Housing, ADU, and Residential Parking legislation by June 30, 2025. Attached is an ordinance and exhibits containing amendments to the affected chapters of EMC Title 18, for Council's consideration and action.

Item History:

[December 9, 2024 Planning Commission Meeting](#)

[January 13, 2025 Planning Commission Meeting](#)

[February 10, 2025 Planning Commission Meeting](#)

[March 10, 2025 Planning Commission Meeting](#)

[April 14, 2025 Planning Commission Meeting](#)

[May 12, 2025 Planning Commission Meeting](#)

[May 13, 2025 Presentation to Council](#)

Recommended Action:

MOTION to adopt **AB25-0680** - Ordinance 25-0680 implementing the requirements of engrossed substitute house bill 1110 for missing Middle Housing, as amended by E2SHB 2321

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 25-0680

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, IMPLEMENTING THE REQUIREMENTS OF ENGROSSED SUBSTITUTE HOUSE BILL (E2SHB) 1110 FOR MISSING MIDDLE HOUSING, AS AMENDED BY E2SHB 2321; IMPLEMENTING THE REQUIREMENTS OF ENGROSSED HOUSE BILL 1337 FOR ACCESSORY DWELLING UNITS; IMPLEMENTING THE REQUIREMENTS OF SUBSTITUTE SENATE BILL 6015 REGARDING MINIMUM PARKING REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT; AMENDING TITLE 18 OF THE EDGEWOOD MUNICIPAL CODE (EMC), DEVELOPMENT STANDARDS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2023 the Washington State Legislature passed Engrossed Substitute House Bill (E2SHB) 1110 (chapter 332, Laws of 2023) related to middle housing and Engrossed House Bill (EHB) 1337 (chapter 334, Laws of 2023) related to Accessory Dwelling Units; and

WHEREAS, in 2024 the Washington State Legislature passed Substitute Senate Bill (SSB) 6015 (chapter 274, Laws of 2024) related to minimum parking requirements for residential development; and

WHEREAS, in passing E2SHB 1110 (chapter 332, Laws of 2023) and EHB 1337 (chapter 334, Laws of 2023), the State legislature found that Washington is facing an unprecedented housing crisis for its current population and a lack of housing choices, and is not likely to meet affordability goals for future populations; and

WHEREAS, the State legislature further found that in order to meet the goal of 1,000,000 new homes statewide by 2044, and enhanced quality of life and environmental protection, innovative housing policies will need to be adopted and that increasing housing options that are more affordable to various income levels is critical to achieving the state's housing goals, including those established by the legislature in E2SHB 1220 (chapter 254, Laws of 2021) relating to supporting emergency shelters and housing; and

WHEREAS, the State legislature further found:

There is continued need for the development of housing at all income levels, including middle housing that will provide a wider variety of housing options and configurations to allow Washingtonians to live near where they work;

Homes developed at higher densities are more affordable by design for Washington residents both in their construction and reduced household energy and transportation costs;

While creating more housing options, it is essential for cities to identify areas at higher risk of displacement and establish anti-displacement policies as required in E2SHB 1220 (chapter 254, Laws of 2021);

The state has made historic investments in subsidized affordable housing through the housing trust fund, yet even with these historic investments, the magnitude of the housing shortage requires both public and private investment; and

In addition to addressing the housing shortage, allowing more housing options in areas already served by urban infrastructure will reduce the pressure to develop natural and working lands, support key strategies for climate change, food security, and Puget Sound recovery, and save taxpayers and ratepayers money.

WHEREAS, Edgewood is classified as a “Tier 3 city” under the middle housing legislation and is required to have a code compliant with E2SHB 1110 (chapter 332, Laws of 2023), EHB 1337 (chapter 334, Laws of 2023), and SSB 6015 (chapter 274, Laws of 2024) in place by June 30, 2025; and

WHEREAS, on December 10, 2024, the City Council passed Ordinance No. 24-0669 incorporating middle housing policies into the Housing Element of the Comprehensive Plan as required by E2SHB 1220 (chapter 254, Laws of 2021); and

WHEREAS, on March 21, 2025, the City transmitted a copy of the proposed ordinance to the Washington State Department of Commerce in accordance with RCW 36.70A.106 at least 60 days in advance of adoption for the required 60-day State review period; and

WHEREAS, on March 21, 2025, the City issued a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) on the proposed ordinance, which is a non-project proposal; and

WHEREAS, during the course of developing the proposed ordinance, various means of public outreach were used including, but not limited to, public meetings, a middle housing webpage, presentations at various community groups, notification of public hearings; and

WHEREAS, the Planning Commission held work sessions on December 9, 2024, January 13, 2025, February 10, 2025, March 10, 2025, and April 14, 2025 to study and review matters related to implementing ES2HB 1110 (chapter 332, Laws of 2023), EHB 1337 (chapter 334, Laws of 2023), and SSB 6015 (chapter 274, Laws of 2024); and

WHEREAS, on April 14, 2025, the Planning Commission held a duly noticed public hearing on the proposed ordinance and accepted testimony; and

WHEREAS, on May 12, 2025 the Planning Commission made a unanimous recommendation to the city council for adoption of the proposed ordinance; and

WHEREAS, the City Council reviewed the proposed ordinance and code amendments at their study session held on June 3, 3035; and

WHEREAS, the City Council considered the proposed ordinance at their regular meeting held on June 10, 2025;

WHEREAS, adoption of the ordinance will bring the city into compliance with ES2HB 1110 (chapter 332, Laws of 2023) and ESSB 2321, EHB 1337 (chapter 334, Laws of 2023), and SSB 6015 (chapter 274, Laws of 2024) and will serve the general welfare of the public;

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

Section 1. Findings. The above recitals are hereby adopted as findings in support of this Ordinance.

Section 2. Title 18 EMC amended. The City Council hereby adopts the amendments to Title 18, Development Standards as shown in Exhibits A through F, attached hereto and incorporated herein by this reference.

Section 3. Corrections. Upon the approval of the city attorney and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

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 publication as provided by law.

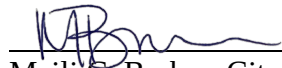
PASSED BY THE CITY COUNCIL ON THE 10TH DAY OF JUNE, 2025.

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:



Maili C. Barber, City Attorney

Date of Publication: June 13, 2025
Effective Date: June 18, 2025

Chapter 18.20 DEFINITIONS

...

18.20.040 A definitions.

...

“Accessory dwelling unit (ADU)” means a self-contained dwelling unit compliant with EMC 18.90.190 that is located on the same lot as another dwelling unit (aka, the principal unit). The ADU may be the type that is attached (AADU) or the type that is detached (DADU).

~~“Accessory dwelling unit (ADU), attached” means a small self-contained dwelling unit within a detached house, but with a separate entryway.~~

~~“ADU, detached (backyard cottage)” means a small self-contained dwelling unit located on the same lot as a detached house, but physically separated (detached).~~

...

“Administrative design review” means a development permit process whereby an application is reviewed, approved, or denied by the community development director or designee based solely on objective design and development standards without a public predecision hearing, unless such review is otherwise required by state or federal law, or the structure is a designated landmark or historic district established under a local preservation ordinance. The city may utilize public meetings, hearings, or voluntary review boards to consider, recommend, or approve requests for variances from locally established design review standards.

...

~~“Attached dwelling” means two attached dwelling units located on two separate lots that share a common wall along a lot line.~~

...

18.20.060 C definitions.

...

~~“Cottage court” means five to nine detached dwelling units organized around an internal shared courtyard.~~

“Cottage housing” means residential units on a lot with a common open space that either: (a) is owned in common; or (b) has units owned as condominium units with property owned in common and a minimum of 20 percent of the lot size as open space.

“Courtyard” is an open space, usually landscaped, which is enclosed on at least three sides by a structure or structures.

“Courtyard apartments” means up to four attached dwelling units arranged on two or three sides of a yard or court.

...

18.20.070 D definitions.

...

“Development regulations” means the controls placed on development or land use activities by a county or city, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, official controls, planned unit development ordinances, subdivision ordinances, and binding site plan ordinances together with any amendments thereto. A development regulation does not include a decision to approve a project permit

application, as defined in RCW 36.70B.020, even though the decision may be expressed in a resolution or ordinance of the legislative body of the county or city.

...

“Duplex” means a residential building with two attached principal dwelling units.

~~“Duplex: back to back” means two dwelling units on an individual lot separated vertically back to back that share a common wall.~~

~~“Duplex: side by side” means two dwelling units on an individual lot separated vertically side by side that share a common wall.~~

~~“Duplex: top and bottom” means two dwelling units on an individual lot separated horizontally with one unit on top of the other unit.~~

...

“Dwelling unit, multifamily” means a dwelling unit contained in a building consisting of three or more dwelling units which may be stacked, or one or more dwellings included in a structure with nonresidential uses.

~~“Dwelling unit, single family attached” means a building containing one dwelling unit that occupies space from the ground to the roof, and is attached to one or more other dwellings by common walls.~~

...

18.20.160 M definitions.

...

“Major transit stop” means a stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW, commuter rail stops, stops on rail or fixed guideway systems, and stops on bus rapid transit routes including bus rapid transit route under construction.

...

“Middle housing” means buildings that are compatible in scale, form, and character with single-family houses and contain two attached, stocked, or clustered homes including duplexes, stacked flats, courtyard apartments, and cottage housing.

...

“Multi-plex” means three to six attached principal dwelling units vertically or horizontally integrated on an individual lot.

...

18.20.190 P definitions.

...

“Principal unit” means a dwelling unit that is a primary use on a lot and does not meet the definition of an accessory dwelling unit.

...

18.20.220 S definitions.

...

“Stacked flat” means dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or owned.

...

18.20.230 T definitions.

...

“Townhouses” means buildings that contain three or more attached dwelling units that extend from the foundation to roof and that have a yard or public way on not less than two sides.

...

18.20.240 U definitions.

...

“Unit density” means the number of dwelling units allowed on a lot, regardless of lot size.

...

18.70.020 Characterization of use and organization.

A. Each land use within Edgewood shall be characterized according to the North American Industry Classification System or land use definition provided in Chapter 18.20 EMC, Definitions. The use of a property is defined by the activity for which it or structures occupying it is or are intended, designed, arranged, occupied, or maintained. In all regulatory zones there shall be no limit as to the number of principal uses allowed on a lot, provided each principal use is permitted in the zone and meets all pertinent regulatory requirements.

18.70.050 Land use table.

Table 1: Land Use Table

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Residential												
Detached Dwelling	Special	✓	✓	✓	✓	✓	–	–	–	–	–	
Middle Housing												
Accessory Dwelling Unit (ADU)	Special	✓	✓	✓	✓	✓	✓	✓	–	–	–	See EMC 18.90.190 for ADU requirements. ADUs are allowed secondarily in TC and C zones only when paired with a townhouse use.
Cottage Housing	Special	✓	✓	✓	✓	✓	–	–	–	–	–	
Courtyard Apartments	Special	✓	✓	✓	✓	✓	–	–	–	–	–	
Duplex	Special	✓	✓	✓	✓	✓	–	–	–	–	–	
Stacked Flats	Special	✓	✓	✓	✓	✓	–	–	–	–	–	
Multifamily												
Multi-plex (tri-, four-, fixe-, six-)	Special	–	–	✓	✓	✓	–	–	–	–	–	
Townhouse	Special	–	–	✓	✓	✓	✓	✓	–	–	–	
Apartment	Special	–	–	–	–	✓	✓	✓	✓	–	–	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Other												
Adult Family Home	623990, part	✓	✓	✓	✓	✓	✓	✓	✓	–	–	In accordance with RCW 70.128.010(1), as amended
Nursing and Residential Care Facilities	6231; 6232	–	–	–	CUP	✓	✓	✓	✓	–	–	
Assisted Living Facilities	6233	–	–	CUP	CUP	✓	✓	✓	✓	–	–	
Live/Work Unit	Special	–	–	–	–	✓	✓	✓	✓	–	–	
Permanent Supportive Housing		✓	✓	✓	✓	✓	✓	✓	✓	–	–	
Transitional Housing		✓	✓	✓	✓	✓	✓	✓	✓	–	–	
Agriculture and Resource (Sector 11-21)												
Agricultural Sales	Special	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Crop Production												
Crop Production	111, part	A	A	A	–	–	–	–	A	A	–	
Marijuana Production	111; Special	–	–	–	–	–	–	–	–	–	–	See Condition 2
Crop Production, All Other	111, part	✓	✓	–	–	–	–	–	–	✓	✓	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Animal Production and Aquaculture												
Animal Production, Personal	112, part	✓	✓	✓	A	–	–	–	–	–	✓	Only permitted as an accessory use to a primary residential use.
Hog and Pig Farming	112210	–	–	–	–	–	–	–	–	–	–	Personal animal uses are permitted in all zones per EMC 18.100.030.
Cattle Feedlots	112112	–	–	–	–	–	–	–	–	CUP	–	
Animal Production and Aquaculture, All Other	112 except 112210; 112112; 112511, part	✓	CUP	–	–	–	–	–	–	✓	CUP	
Mining, Quarrying, and Oil and Gas Extraction	21	–	–	–	–	–	–	–	–	–	–	Unless otherwise authorized or permitted by the state where city of Edgewood is preempted from regulating
Utilities (Sector 22)												
Electric Power Generation	22111	CUP	CUP	CUP	CUP	–	–	–	–	CUP	CUP	Not applicable to small-scale, independent residential units or single-building power supply units
Potable Water Treatment	221310, part	CUP	CUP	CUP	CUP	–	–	–	–	CUP	CUP	
Sewage Collection or Treatment Facility	221320, part	CUP	CUP	CUP	CUP	–	–	–	–	CUP	CUP	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓	Permitted Use											
–	Prohibited Use											
A	Requires AUP											
CUP	Requires CUP											
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Wireless Communication Facilities	517312; 517919, part	See Note										Activities subject to Edgewood Ord. No. 18-526 and any successors, as modified (EMC 18.100.110)
Manufacturing (Sector 31-33)												
Animal Slaughtering and Processing	3116	–	–	–	–	–	–	–	–	–	–	
Marijuana Processing	Special	–	–	–	–	–	–	–	–	–	–	See Condition 2
Manufacturing, Craft	Special	–	–	–	–	CUP	CUP	CUP	CUP	✓	–	
Manufacturing, Light	23, part; 311 except 3116; 312; 313; 314; 315; 316; 337	–	–	–	–	–	–	–	CUP	✓	–	
Manufacturing, Heavy	23, part; 321; 322; 323; 324; 325; 326; 327; 331; 332; 333; 334; 335; 336; 339	–	–	–	–	–	–	–	–	CUP	–	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Wholesale and Retail Trade (Sector 42, 44-45)												
Wholesale Trade	423; 424; 425	–	–	–	–	–	–	–	A	✓	–	
Retail Trade												
Automobile and Other Motor Vehicle Dealers	4411; 4412	–	–	–	–	–	–	CUP	A	A	–	
Gasoline Stations	447	–	–	–	–	CUP	CUP	A	✓	✓	–	
Pet and Pet Supplies Stores	453910	–	–	–	–	A	✓	✓	✓	✓	–	
Fuel Dealers	454310	–	–	–	–	–	–	–	CUP	✓	–	
Marijuana Retailers	453998, part	–	–	–	–	–	–	–	–	–	–	See Condition 2. Per Ord. Nos. 11-356, 13-410, 14-425, 17-502, and regulations regarding cannabis in Chapter 69.51A RCW or I-502
Sexually Oriented Retail Businesses	Special	–	–	–	–	–	–	–	CUP	–	–	Subject to standards provided in EMC 18.100.100
Retail Trade, All Other	All Other 44; 45	–	–	–	–	✓	✓	✓	✓	✓	CUP	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓	Permitted Use											
–	Prohibited Use											
A	Requires AUP											
CUP	Requires CUP											
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Transportation and Warehousing (Sector 48-49)												
Transportation												
Pipeline Transportation	486						See Note					Activities must follow city of Edgewood permitting requirements and are subject to Condition 3
Transportation, All Other	48 except 486						See Note					See Condition 4
Warehousing and Storage												
Mini-Warehouses and Self-Storage Units	53113	–	–	–	–	–	–	–	✓	✓	–	
Warehousing and Storage, All Other		–	–	–	–	–	–	–	CUP	✓	–	
Business and Professional Services (Sector 51-56)												
General	All Office Use, plus: 51 except 517; 52; 531; 533; 54 except 541940; 55; 561; 813	–	–	–	–	✓	✓	✓	✓	A	–	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Rental and Leasing												
Passenger Car Rental and Leasing	53211	–	–	–	–	✓	✓	✓	✓	✓	–	
Truck, Utility Trailer, and RV Rental and Leasing	53212	–	–	–	–	CUP	CUP	–	✓	✓	–	
Consumer Goods Rental	5322; 5323, part	–	–	–	–	✓	✓	✓	✓	✓	–	
Commercial and Industrial Equipment Rentals	5323, part; 5324	–	–	–	–	–	–	–	✓	✓	–	
Waste Management and Remediation Services												
Waste Management and Remediation Services, All Other	5622, part; 5629	–	–	–	–	–	–	–	–	CUP	–	
Educational Services (Sector 61)												
Elementary and Secondary Schools	6111	CUP	CUP	CUP	CUP	A	✓	✓	✓	CUP	A	
Junior Colleges, Colleges, Universities, and Professional Schools	6112; 6113; 6114	–	–	–	–	A	✓	✓	✓	CUP	A	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Technical and Trade Schools	6115	–	–	–	–	A	✓	✓	✓	CUP	A	
Educational Services, All Other	6116; 6117	–	–	–	–	A	✓	✓	✓	CUP	–	
Health Care and Social Assistance (Sector 62)												
Ambulatory Health Care Services, All Other	All Other 621	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Hospitals	622	–	–	–	–	–	✓	✓	✓	CUP	–	
Social Assistance												
Services for the Elderly and Persons with Disabilities	624120	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Vocational Rehabilitation Services	624310	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Child Daycare Services, Home- Based	624410, part	A	A	A	A	✓	✓	✓	✓	–	–	Subject to standards provided in EMC 18.100.040
Child Daycare Services, All Other	624410, part	–	–	–	CUP	✓	✓	✓	✓	CUP	–	Subject to standards provided in EMC 18.100.040
Social Assistance, All Other	All Other 624	–	–	–	CUP	✓	✓	✓	✓	CUP	CUP	
Emergency Housing		–	–	–	–	CUP	✓	✓	CUP	✓	–	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓	Permitted Use											
–	Prohibited Use											
A	Requires AUP											
CUP	Requires CUP											
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Emergency Shelter		–	–	–	–	CUP	✓	✓	CUP	✓	–	
Arts, Entertainment, and Recreation (Sector 71)												
Libraries	Special	–	–	A	A	✓	✓	✓	✓	A	✓	
Museums and Art Galleries	712 except 712130	–	–	A	A	✓	✓	✓	✓	A	✓	
Zoos, Aquariums, and Botanical Gardens	712130	–	–	–	–	A	✓	✓	✓	✓	A	
Golf Courses and Country Clubs	713910	A	A	–	–	A	✓	✓	✓	✓	A	
Sexually Oriented Entertainment	Special	–	–	–	–	–	–	–	CUP	–	–	Subject to standards provided in EMC 18.100.100
Gambling Industries	7132	–	–	–	–	–	CUP	A	A	✓	–	
Indoor Arts, Entertainment, and Recreation Activities, Other	Special	–	–	–	–	CUP	✓	✓	✓	A	✓	
Outdoor Arts, Entertainment, and Recreation Activities, Other	Special	–	–	–	–	CUP	A	A	A	–	✓	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Accommodation (Sector 721)												
Hotels (except Casino Hotels) and Motels	721110	–	–	–	–	CUP	✓	✓	CUP	✓	–	
Bed-and-Breakfast Inns	721191	–	–	CUP	CUP	CUP	✓	✓	CUP	–	–	
RV Parks and Recreational Camps	7212	–	–	–	–	–	–	–	–	–	–	
Food Service and Drinking Places (Sector 722)												
Special Food Services	7223 except 722330	See Note				✓	✓	✓	✓	–	–	Allowed as incidental use in residential districts
Mobile Vendors	722330	–	–	–	–	✓	✓	✓	✓	✓	✓	Activities always require TUP and must comply with EMC 18.50.070
Drinking Places for Alcoholic Beverages	722410	–	–	–	–	CUP	✓	✓	✓	✓	CUP	Subject to regulation and classification by the Washington State Liquor and Cannabis Board
Restaurants, Full Service	722511	–	–	–	–	✓	✓	✓	✓	✓	✓	
Restaurants, Limited Service	722513; 722514	–	–	–	–	✓	✓	✓	✓	✓	✓	Subject to compliance with drive-up windows (special) use, if also applicable
Snack and Nonalcoholic Beverage Bars	722515	–	–	–	–	✓	✓	✓	✓	✓	✓	Subject to compliance with drive-up windows (special) use, if also applicable
Services (Sector 811-812)												

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓	Permitted Use											
–	Prohibited Use											
A	Requires AUP											
CUP	Requires CUP											
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Personal Care Services	8121; 812310; 8123200	–	–	–	–	CUP	✓	✓	✓	✓	–	
Automotive Repair and Maintenance												
Automotive Oil Change and Lubrication Shops	811191	–	–	–	–	–	–	CUP	A	✓	–	
Car Washes	811192	–	–	–	–	CUP	✓	✓	✓	✓	–	
Automotive Repair and Maintenance, All Other	All Other 8111	–	–	–	–	–	–	CUP	CUP	✓	–	
Other Repair and Maintenance												
Other Repair and Maintenance, Consumer	811 except 8111	–	–	–	–	–	–	CUP	CUP	✓	–	
Other Repair and Maintenance, Commercial/Industrial	811 except 8111	–	–	–	–	–	–	–	CUP	✓	–	
Funeral Homes and Funeral Services	812210	–	–	–	–	–	–	CUP	CUP	✓	–	
Crematoria	812220, part	–	–	–	–	–	–	–	CUP	CUP	–	
Pet Care Services												
Kennels	Special	–	–	–	–	A	–	A	A	A	CUP	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
✓	Permitted Use											
–	Prohibited Use											
A	Requires AUP											
CUP	Requires CUP											
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	
Veterinary Services	541940	A	A	A	A	✓	✓	✓	✓	A	A	Only permitted in residential zones and MR-1 as an accessory use to a primary residential use.
Pet Care Services, All Other	812910, part	A	A	A	A	✓	✓	✓	✓	A	–	Only permitted in residential zones and MR-1 as an accessory use to a primary residential use.
Civic and Public Uses (Sector 813)												
Cemeteries	812220, part	–	–	–	–	–	–	–	–	–	CUP	
Religious Assembly												
Up to 10,000 sq. ft.	813110, Assembly Only	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
10,000 to 19,999 sq. ft.	813110, Assembly Only	✓	✓	A	A	CUP	CUP	✓	✓	–	CUP	
20,000 to 29,999 sq. ft.	813110, Assembly Only	A	A	A	A	CUP	CUP	✓	✓	–	CUP	
30,000 to 39,999 sq. ft.	813110, Assembly Only	CUP	CUP	A	A	CUP	CUP	✓	✓	–	CUP	
40,000 sq. ft. or greater	813110, Assembly Only	–	–	–	–	–	–	✓	✓	–	CUP	

Legend (EMC 18.70.040(A))		Residential 1	Residential 2	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Land Use Category	NAICS Code	R-1	R-2	MR-1	MR-2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Correctional Institutions	922140	–	–	–	–	–	–	CUP	CUP	–	CUP	
Administrative Public Facility	92 except 922140	–	–	–	–	✓	✓	✓	✓	✓	✓	
Nonadministrative Public Facility	Special	–	–	–	–	–	–	–	–	–	A	Activities with Outside Storage also subject to EMC 18.90.120
Parks, Open Space, and Public Recreation	Special	✓	✓	✓	✓	✓	✓	✓	✓	A	✓	
Other Uses												
Parking Lots	812930, part	–	–	–	–	–	–	CUP	–	–	–	
Parking Structures	812930, part	–	–	–	–	–	CUP	CUP	–	–	–	
Drive-Up Windows	Special	–	–	–	–	CUP	CUP	CUP	CUP	CUP	CUP	Window shall not face a public ROW and facility must be screened from ROW
Outside Displays	Special	–	–	–	–	✓	✓	✓	✓	✓	✓	Activities also subject to EMC 18.95.030(I)
Outside Storage	Special	–	–	–	–	–	CUP	–	CUP	A	See Note	Allowed as incidental use in Public district. Activities also subject to EMC 18.90.120

Conditions:

- (1) Operations shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the site, property, or parcel on which such use is located.
- (2) Subject to regulation and classification by the Washington State Liquor and Cannabis Board, where applicable and must comply with Edgewood City Ordinance Nos. 14-425 and/or 17-502; plus any regulations regarding cannabis in Chapter 69.51A RCW or I-502.

- (3) Subject to Washington Utilities and Transportation Commission regulations and the federal Pipeline and Hazardous Materials Safety Administration (PHMSA). As allowed under state or federal regulations, any use(s) or appurtenances subject to local municipal control will require a CUP in all zoning districts.
- (4) NAICS Subsector Codes 481-485 and 487 (Air Transportation; Rail Transportation; Water Transportation; Truck Transportation; Transit and Ground Passenger Transportation; and Scenic and Sightseeing Transportation) permitted as services or systems, to include necessary support activities. The physical location of facilities, maintenance grounds, offices, or other structures incidental to the service or system is subject to the use regulations for said structure.
- (5) Essential public facilities are subject to EMC 18.50.060, Essential public facilities permit.
- (6) Subject to EMC 18.100.030, Animals.

**Chapter 18.80
LAND USE ZONES**

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18.80.020 Establishment of zones.

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Table 2: Comprehensive Plan/Zoning District Matrix

Comprehensive Plan Designation	Zoning District Classification
Residential Low	Residential 1 (R-1)
Residential Moderate	Residential 2 (R-2)
Mixed Residential Low	Mixed Residential 1 (MR-1)
Mixed Residential Moderate	Mixed Residential 2 (MR-2)
Mixed Use Residential	Mixed Use Residential (MUR)
Commercial	Commercial (C)
Town Center	Town Center (TC)
Public	Public (P)
Business Park	Business Park (BP)
Industrial	Industrial (I)

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18.80.040 Residential zoning districts (R-1 and R-2).

A. Purpose.

1. The Residential Low (R-1) zoning district provides for a continuation of large residential lots in specific areas where a pattern of large lots and extensive tree coverage exists. These zoning districts seek to preserve the identity of these residential areas, preserve significant tree stands, and reduce traffic volumes in the east-west arterial corridors.
2. The Residential Moderate (R-2) zoning district is the city's primary residential zone which provides for residential dwellings in established residential neighborhoods.

B. For permitted uses within these zoning districts, see EMC 18.70.050 Table 1, Land Use Table.

C. In addition to the regulations and requirements contained in other sections of this title, the following property development standards apply to all land and buildings in the Residential zoning districts:

1. Density. Permitted unit density is two (2) principal units per lot.
2. Lot Size. Except for lots subject to the on-site septic system design requirements of the Tacoma – Pierce County Health Department Environmental Health Code, Chapter 2, the minimum net developable lot sizes shall be as follows:
 - a. R-1 Zoning District: 18,500 square feet.
 - b. R-2 Zoning District: 12,500 square feet.
3. Lot Coverage and Impervious Surfaces. Lot development is subject to stormwater and other requirements and shall not exceed the following standards for lot coverage and impervious surface:

- a. R-1 Zoning District:
 - i. Lot coverage: 25 percent;
 - ii. Effective impervious surface: 35 percent; and
 - iii. Hard surface area: 45 percent.
 - b. R-2 Zoning District:
 - i. Lot coverage: 35 percent;
 - ii. Effective impervious surface: 40 percent; and
 - iii. Hard surface area: 50 percent.
4. Setbacks. The minimum setbacks shall be as follows:
 - a. Front yard/street setback: 25 feet.
 - b. Principal arterial or state highway setback: 25 feet.
 - c. Rear yard setback: 20 feet.
 - d. Interior setback: 8 feet.
 - e. Flag lots and irregular lot setbacks: See EMC 18.90.100.
5. Minimum Lot Width and Street Frontage. All lots abutting public or private streets shall have a minimum street frontage of 50 feet except for flag and irregularly shaped lots as addressed by EMC 18.90.100, Lot standards. The minimum lot width dimension shall be as follows:
 - a. R-1 Zoning District: 75 feet.
 - b. R-2 Zoning District: 50 feet.
6. Height. The maximum building height shall be 35 feet (see EMC 18.90.070, Height standards).
7. Design. Design features shall be required as set forth in Chapter 18.95 EMC, Design Standards.
8. Tree Preservation. Significant tree identification and preservation and/or replacement shall be required as set forth in EMC 18.90.180, Tree preservation.
9. Landscaping. Landscaping shall be provided as set forth in EMC 18.90.090, Landscaping, as it applies in their appropriate zones.
10. Parking. Parking shall conform to the requirements of EMC 18.90.130, Parking.
11. Signage. Signage shall conform to the requirements of Chapter 18.97 EMC, Sign Code.

18.80.050 Mixed Residential zoning districts.

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C. In addition to the regulations and requirements contained in other sections of this title, the following property development standards apply to all land and buildings in the Mixed Residential zoning districts:

1. Density.
 - a. Non-Multifamily: The permitted unit density is two (2) principal units per lot.
 - b. Multifamily: The permitted density is the maximum number of principal dwelling units allowed per net buildable acre (dua), calculated per EMC 18.90.040, and shall be as follows:
 - i. MR-1 Zoning District: four (4) dua.
 - ii. MR-2 Zoning District: eight (8) dua.
2. Lot Size. Except for lots subject to the on-site septic system design requirements of the Tacoma – Pierce County Health Department Environmental Health Code, Chapter 2, the minimum lot sizes shall be as follows:
 - a. MR-1 Zoning District: 7,200 sf
 - b. MR-2 Zoning District: 3,200 sf
3. Lot Coverage and Impervious Surfaces. Lot development is subject to stormwater and other requirements for the Mixed Residential zoning district and shall not exceed the following standards for lot coverage and impervious surface:
 - a. MR-1 Zoning District.
 - i. Lot coverage: 45 percent;
 - ii. Effective impervious surface: 50 percent; and
 - iii. Hard surface area: 60 percent.
 - b. MR-2 Zoning District.
 - i. Lot coverage: 55 percent;
 - ii. Effective impervious surface: 60 percent; and

- iii. Hard surface area: 70 percent.
- 4. Setbacks. The required setbacks for the Mixed Residential zoning districts shall be as follows:
 - a. MR-1 and MR-2 Zoning Districts.
 - i. Front yard/street setback: 15 feet.
 - ii. Garage setback to street right-of-way: 20 feet.
 - iii. Principal arterial and state highway setback: 25 feet.
 - iv. Rear yard setback without alley: 10 feet.
 - v. Rear yard setback with alley: Zero feet.
 - vi. Rear garage setback to alley: 3 feet.
 - vii. Interior setback: zero feet.
 - viii. Flag lots and irregular lot setbacks: See EMC 18.90.100.
- 5. Street Frontage. All lots abutting public streets shall have a minimum street frontage of 50 feet, except flag and irregularly shaped lots addressed by EMC 18.90.100, Lot standards.
- 6. Height. The maximum building height in the Mixed Residential zoning districts shall be 35 feet (see EMC 18.90.070, Height standards).
- 7. Design. Design features shall be required for multifamily as set forth in Chapter 18.95 EMC, Design Standards.
- 8. Tree Preservation. Significant tree identification and preservation and/or replacement shall be required as set forth in EMC 18.90.180, Tree preservation.
- 9. Landscaping. Landscaping shall be provided as set forth in EMC 18.90.090, Landscaping, as it applies in their appropriate zones.
- 10. Parking. Parking shall conform to the requirements of EMC 18.90.130, Parking.
- 11. Signage. Signage shall conform to the requirements of Chapter 18.97 EMC, Sign Code.

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Chapter 18.90
DEVELOPMENT STANDARDS – CITYWIDE APPLICABILITY

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18.90.020 Accessory buildings.

A. Residential detached accessory structures which are less than 120 square feet in footprint area and no more than 10 feet in height may be placed within the rear or interior yard setbacks with a minimum three (3) foot setback in all zones, unless the zoning district allows a lesser setback. This may include, but is not limited to: garden sheds or greenhouses or combination of both; children's play equipment; arbors; and gazebos. Any accessory structures attached to the primary residential structure must have the same, standard setbacks.

B. In the residential (R-1/R-2) and mixed residential (MR-1/MR-2) zoning districts, garages and other accessory buildings greater than 120 square feet but not exceeding 1,000 square feet in footprint area, and which do not exceed 14 feet in height, may be placed within the rear or interior yard subject to the following:

1. Maintain a minimum five (5) foot setback, unless the zoning district allows a lesser setback; and
2. Be located at least six (6) feet from a primary structure located on any adjacent property.

C. Pools, hot tubs, and similar accessory structures may not be located in the rear or interior yard setbacks.

D. Areas for vehicular ingress and egress serving and adjacent to said accessory buildings shall be designed in such a manner that adequate driver sight distance is ensured.

E. Every accessory building hereafter erected or moved shall be on a lot with established legal access, located in a manner that provides safe and convenient access for servicing and any required off-street parking.

F. When required, vehicular access and parking areas shall have a durable surface. Materials meeting LID standards (e.g., permeable pavement and other hard surfaces) shall be used to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).

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18.90.040 Density standards.

The maximum density for all zoning districts shall be based on the total lot area minus any critical areas and associated buffers.

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18.90.070 Height standards.

A. For the R-1 and R-2 zones, building height is determined as the vertical distance from the average final grade of a building footprint to the highest point of the structure; except, where a structure is proposed on fill material, final height shall be determined from the existing grade (See Figures 1 and 2).

B. For the I, BP, C, TC, MUR, MR-1 and MR-2 zones, building height is determined as the vertical distance from the curb level, or the equivalent final grade of a building site at the front of the building to the highest point of the underside of the ceiling. In the case of a flat roof; to the deck side of a mansard roof; and to the mean level of the underside of the rafters between the eaves and the ridge of a gable, hip, or gambrel roof. Where no curb level has been established, the height of a building may be measured from the mean elevation of the finished lot grade at the front of the building.

C. Height standards shall not apply to religious assembly spires, belfries, and domes; chimneys, household antennas, ventilation stacks, or similar appurtenances that are required to be placed above the roof level.

D. The height of a fence located on top of a rockery, retaining wall, or berm shall be measured from the top of the fence to the ground on the high side of the rockery, retaining wall, or berm. Net fences, such as those used on golf

courses and/or driving ranges, shall not be higher than the maximum building height allowed by the zoning district and shall meet the setbacks required for structures.

E. Flagpoles shall not exceed 50 feet in height from the average final grade, consistent with subsection A, above (See Figures 1 and 2). All such poles shall be placed so as to neither obstruct nor obscure adjacent property owners' lines of vision. Such poles shall not display more than three flags at any one time.

Figure 1

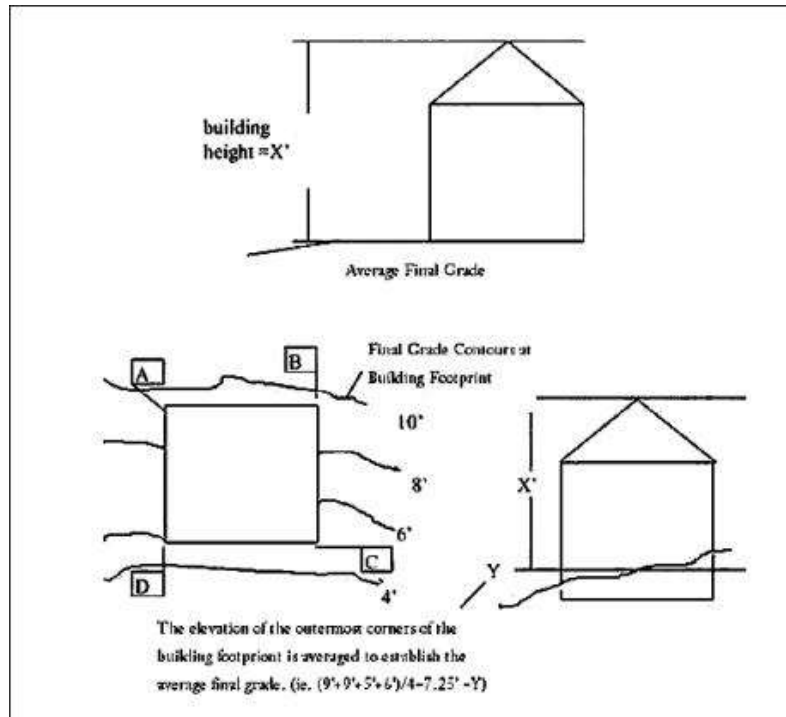
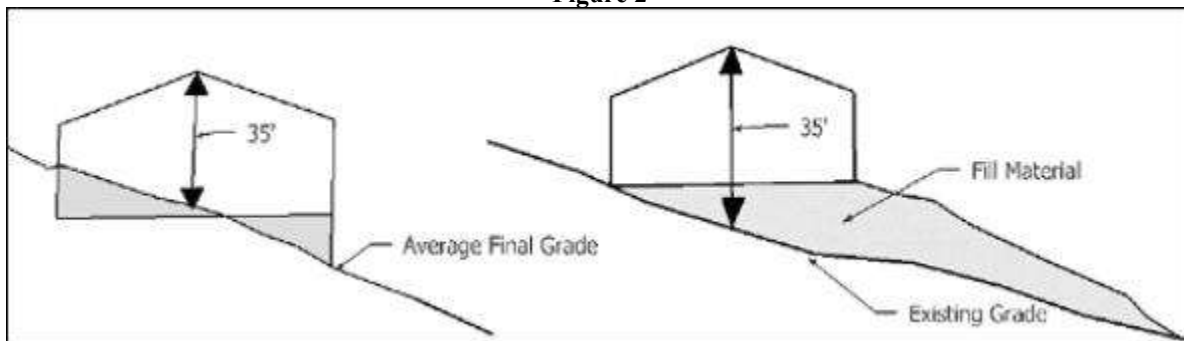


Figure 2



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18.90.090 Landscaping.

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H. Landscaping Regulations by Zoning Districts.

1. Type II, streetscapes, shall apply to all zones and shall be applied to all proposed developments, except residential detached dwellings.

2. Type III, parking areas; and Type V, area screening, are types of landscaping that shall apply in all zones.
3. Discretionary land use permits may utilize any landscaping type in order to appropriately mitigate the impacts of the proposed use.
4. The following standards are representative and may not include all uses or types. Where individual uses or zones are not specified, the community development director or designee shall make a determination as to the most appropriate landscaping type in order to mitigate the impacts of the proposed development. LID systems shall be installed to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).

	Zones	Minimum Landscaping Requirements
1.	R-1/R-2 (Residential) zones that abut:	
	Residential zones	Exempt from perimeter landscaping standards
	All other zones	Type I, vegetative buffer, 10-foot landscape strip
2.	MR-1 (Mixed Residential Low) zone that abut:	
	Residential zones	Type I, vegetative buffer, 10-foot landscape strip
	Public zones	Type I, vegetative buffer, 15-foot landscape strip
3.	MR-2 (Mixed Residential Moderate) zones that abut:	
	Residential zones	Type IV, solid barrier, 15-foot landscape strip
	All other zones	Type IV, solid barrier, 15-foot landscape strip
4.	MUR (Mixed Use Residential) zone that abut:	
	Residential zones	Type IV, solid barrier, 20-foot landscape strip
	Public zones	Type IV, solid barrier, 10-foot landscape strip
	All other zones	Type I, vegetative buffer, 15-foot landscape strip
5.	TC (Town Center) zones that abut:	
	Residential zones	Type IV, solid barrier, 15-foot landscape strip
	All other zones	Type I, vegetative buffer, 15-foot landscape strip
6.	C (Commercial) zones that abut:	
	Residential zones	Type IV, solid barrier, 15-foot landscape strip
	All other zones	Type I, vegetative buffer, 15-foot landscape strip
7.	BP (Business Park) zones that abut:	
	Residential zones	Type IV, solid barrier, 25-foot landscape strip
	All other zones	Type I, vegetative buffer, 15-foot landscape strip
8.	I (Industrial) zones that abut:	
	Residential zones	Type IV, solid barrier, 25-foot landscape strip
9.	P (Public) zones that abut:	
	Residential zones	Type IV, solid barrier, 20-foot landscape strip
	All other zones	Type I, vegetative buffer, 15-foot landscape strip
10.	Parking lots within the following zones:	
	Commercial	Type I, vegetative buffer and Type III, parking areas

	Zones	Minimum Landscaping Requirements
	Industrial	Type I, vegetative buffer and Type III, parking areas
11.	Storage space:	
	Under 150 gross square feet	Type V, area screening
	Over 150 gross square feet	Type IV, solid barrier
	Industrial and outdoor	Type IV, solid barrier
	Substation	Type IV, solid barrier
12.	Wireless telecommunications facilities	See EMC 18.100.110, Personal wireless communications facilities

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18.90.100 Lot standards.

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C. Flag Lots. A flag lot shall have setbacks of 20 feet from all property lines for both principal and accessory structures.

1. Flag lots in residential zones (R-1, R-2, MR-1, and MR-2) shall have a minimum frontage of 20 feet on a public road or street from which access is taken. If such frontage does not exist, an easement to a public road or street shall be a minimum of 20 feet in width.
2. Flag lots in nonresidential zones (MUR, C, TC, BP, I, and P) shall have a minimum frontage of 24 feet on a public road or street from which an access way is taken. If such frontage does not exist, an easement to a public road or street shall be a minimum of 24 feet in width.

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18.90.130 Parking.

A. The purpose of this section is to regulate parking and loading activities in order to improve traffic circulation and contribute to the public health, safety, general welfare and aesthetics of the City of Edgewood by providing areas for the maneuvering and parking of vehicles. Furthermore, it is the intent of this section to allow the provision of vehicle parking to meet the needs of urban development, but not an excess surplus of spaces, and to promote more efficient use of the city's transportation facilities by encouraging the movement of people from place to place via alternative modes of transportation to the single occupancy vehicle.

B. Applicability.

1. This section is applicable to all new developments and all alterations and additions to, or expansion of, existing developments.
2. Whenever a structure is enlarged, expanded, erected, undergoes a major exterior remodel, or undergoes a change in use, vehicle parking spaces shall be provided for said change in accordance with this section.
3. Exemption: Additional dwelling or living units added within an existing building shall be exempt from requiring additional on-site parking.

C. Parking Standards.

1. Surfacing.
 - a. Single-family homes, ADU's and Middle Housing are not required to pave their parking and circulation areas, provided these areas are surfaced with no less than three (3) inches of crushed gravel and are maintained in a dust-free condition.
 - b. Multi-family and all non-residential uses are required to pave their parking and circulation areas with asphalt or concrete (either conventional or permeable). Pervious alternative materials that meet LID standards (e.g., pervious asphalt, grass block pavers, etc.) may be used to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).

2. Location of Required Parking.

- a. On the same site as the use necessitating such parking; or
- b. Within a 300-foot walking distance measured from the nearest point of the parking facility to the nearest entry point of the building that such parking is required to serve, located either on private property or within public right-of-way. Such off-site parking shall be subject to approval of an agreement by the Director which assures that any private property where the required parking is located is owned or leased by the owner or lessee of the lot or parcels containing the building or uses to be served and which assures the property will be maintained in parking lot use in conformance with this chapter as long as the building or use that it serves is continued. The agreement must be perpetual and run with the land. Such agreement may be executed through covenants, conditions and restrictions (CC&Rs), or an easement agreement. The Director shall not approve such an agreement unless he or she finds that the proposed parking area will adequately serve the parking needs for which it is intended without adversely affecting either neighboring properties or the use of other public and private parking facilities in the vicinity. An approved agreement shall be recorded by the applicant with the Pierce County auditor and a conformed copy shall be provided prior to issuance of any building permits for a proposed project.

3. Minimum Parking Stall Dimension Standards.

- a. Residential Use Standards: The parking stall dimensions shall have a minimum width of eight (8) feet and a minimum length of eighteen (18) feet.
- b. Non-residential Use Standards: A standard parking space shall have a minimum width of nine (9) feet and a minimum length of eighteen (18) feet. Compact stalls shall have a minimum width of eight (8) feet and a minimum length of 15 feet. Up to 50 percent of the required parking for a non-residential development may consist of compact stalls.
- c. Mixed-Use Dimension Standards: In mixed-use projects, the residential parking spaces shall comply with residential standards. All other parking shall comply with non-residential parking standards.
- d. These minimum standards are exclusive of any state- and/or federally-required accessible parking stalls.

4. Minimum Parking Drive Aisle Dimension Standards.

- a. Two-way drive aisles shall have a minimum width of 24 feet where providing access to spaces at a 90-degree angle to the drive aisle, and 20 feet where spaces are at angles of 70 degrees or less to the drive aisle. One-way drive aisles shall have a minimum width of 20 feet where providing access to spaces at a 90-degree angle to the drive aisle. Where spaces are at angles of 70 degrees or less to the drive aisle, the following standards shall apply:

Parking Angle	Minimum One-Way Aisle Width
50 degrees or less	15'
55	16'
60	17'
65	18'
70	19'

- b. Driveways, aisles, turnaround areas, and ramps shall have a minimum vertical clearance of 14 feet for their entire length and width but such clearance may be reduced in parking structures.

5. Tandem Parking. For residential uses only, parking spaces in tandem must count towards meeting minimum vehicle parking requirements at a rate of one space for every eighteen (20) linear feet for standard stalls and fifteen (15) for compact stalls, with any necessary provisions for turning radius. For purposes of this subsection, "tandem" is defined as having two or more vehicles, with one or more in front of or behind the others with a single means of ingress and egress.
6. Wheel stops. A minimum of two feet from any obstruction or the end of the parking stall, wheel stops shall be required in the following locations:

- a. Where the parking stall abuts a building or where vehicles may overhang a property line;
 - b. Where the parking stall abuts a raised pedestrian walkway of less than eight feet in width;
 - c. Where a parking stall abuts any physical object that may be impacted, such as light standards, fire hydrants, fences, power vaults, utility poles, etc.;
 - d. Where a hazardous grade difference exists between the parking area and the abutting property;
 - e. Where the parking stall abuts an LID system;
 - f. Where hazardous situations may exist as determined by the Director or designee.
7. Landscaping. Parking areas shall meet the applicable landscaping requirements of EMC 18.90 and EMC 18.95.

D. Parking plans. Except for applications subject to EMC Title 16, where vehicle parking areas of more than 24 parking stalls are required, the Director or designee may require the applicant to provide a site plan indicating how the parking and loading area meets the requirements described in this section. When requested, such site plans shall accompany the land use or development application(s). The site plan shall show all those elements necessary to indicate that the code requirements will be fulfilled. These code requirements, include, but are not limited to the following:

1. Location and dimensions of LID systems (if applicable);
2. Delineation and dimensions of individual parking spaces, both regular and compact spaces, and loading and unloading areas;
3. Dimensions of circulation and maneuvering areas necessary to serve spaces;
4. Access to streets, alleys, and properties served;
5. Curb cuts and curb placement;
6. Dimensions, continuity and substance of landscaping and screening;
7. Grading, drainage, surfacing and subgrading details; and
8. Delineation of all structures or other obstacles to parking, circulation and visual clearance on the site.

E. Parking Study Requirements. When required or otherwise provided by the applicant, this study will contain a recommendation of effective parking management strategies to improve traffic circulation and contribute to the public health, safety, general welfare and aesthetics of the City of Edgewood by providing sufficient on-site areas for the maneuvering and parking of motor vehicles. This study shall have all the elements necessary to indicate that parking needs have been mitigated including, but not limited to:

1. Existing parking conditions.
2. Parking supply.
3. Parking utilization data.
4. Parking demand.
5. Parking capacity.
6. Average parking duration.
7. Other jurisdictions' parking policies.
8. Comparison of minimum parking requirements.

F. Residential Parking Infeasibility due to Tree Retention. Residential uses (including residential portions of mixed-use developments) are exempt from the minimum parking standards if compliance with tree preservation (EMC 18.90.180) would make the proposed development infeasible.

1. Application: Submit a Residential Development Minimum Parking Waiver Request.
2. Process: Type I procedure that is concurrent with underlying permit.
3. Application Materials:
 - a. A site plan depicting the jurisdiction's requirements for:
 - i. Location of buildings and dwelling units, required setbacks, required open spaces, and other features.
 - ii. Trees that are required for retention.
 - iii. The location of minimum required parking spaces, maneuvering areas, and driveways.
 - iv. The location of protected critical areas and required buffers, if applicable.

- b. A narrative demonstrating site conditions and applicable parking and tree retention standards that impact feasibility.
 - c. A site-specific parking study.
 - d. Any other evidence and supporting information the applicant wishes to provide to help the jurisdiction analyze the waiver request.
4. Decision Criteria. The Director may grant the waiver request if the applicant demonstrates that the residential project is unable to comply with the minimum parking requirements and tree retention requirements while complying within maximum building height, minimum setbacks, and maximum density and/or maximum floor area ratio (FAR).

G. Off-Street Loading Facilities.

1. Any building occupied by manufacturing, storage, retail/wholesale stores, hospitals, and other uses similarly requiring the receipt or distribution of bulk materials and merchandise shall provide loading spaces as follows:
 - a. Two hundred fifty square feet for buildings of 5,000 to 20,000 gross square feet.
 - b. Five hundred square feet for buildings of 20,000 to 30,000 gross square feet.
 - c. Additional loading space shall be required of buildings based on the size, proposed use, potential uses, and location as deemed necessary by the Director or designee.
2. Each loading space shall measure not less than 25 feet long by 10 feet wide, and shall have an unobstructed height of 14 feet.
3. Each loading space shall be made permanently available for such purpose, and shall be surfaced, improved, maintained, and screened in accordance with this section and EMC 18.90.090, Landscaping.
4. Loading spaces shall be located adjacent to the building to be served thereby in such a way that trucks in these spaces shall not encroach upon or interfere with areas reserved for vehicle parking nor project into any public right-of-way or interior pedestrian area. Loading spaces shall be in addition to required vehicle parking spaces.
5. Loading berths shall be located not closer than 50 feet to any residential district, unless wholly enclosed within a building, or unless screened from such residential area by a wall or solid fence not less than six feet in height and Type V, solid barrier landscaping.
6. Space for loading berths may occupy all or any part of any required setback except for landscaping setback requirements as long as the loading berth is uncovered. A covered loading area shall comply with the minimum building setback requirements for the district.
7. If the site upon which such loading space or spaces is to be located abuts upon an alley, such loading space or spaces shall be off-alley, unless alley dimensions and vehicle maneuvering turn radius prohibits such access.
8. Buildings that utilize dock-high loading doors shall provide a minimum of 100 feet of clear maneuvering area in front of each door. Buildings that utilize ground level service or loading doors shall provide a minimum of 45 feet of clear maneuvering area in front of each door.

H. Use- and Site-Specific Standards.

1. Drive-up Windows. All establishments and businesses which maintain drive-up windows, which are intended to serve customers who remain in their motor vehicles during the business transactions or are designed in such a manner that customers must leave their automobiles temporarily in a driving line located adjacent to the facility, shall provide stacking space for the stacking of motor vehicles as follows:
 - a. The drive-up window shall be so located that sufficient stacking space is provided for the handling of motor vehicles using such facility during peak business hours of such a facility.
 - b. Entrances and exits shall not be so located as to cause congestion in any public right-of-way.
 - c. When located in a shopping center, drive-through facilities shall provide sufficient stacking space to handle peak business demands and shall not in any way obstruct the normal circulation pattern of the shopping center.
2. Transit Support Facilities.
 - a. For developments that generate a parking demand of greater than 24 parking spaces, the developer shall fund the purchase and installation of one or more transit shelters and/or other related transit

support facilities as determined by Pierce Transit operational criteria, based on the size and nature of the use.

- b. When a transit shelter is not required to be installed, transit stops shall include design features or changes in materials that demarcate the stop. A bench is to be provided at a bus stop where at least five transit riders are expected to board buses on an average weekday, and a shelter is to be provided at a bus stop where at least 10 transit riders are expected to board buses on an average weekday.
 - c. Any residential use with 50 to 100 units proposed on a street where regularly scheduled transit service is provided, shall be required to provide a concrete pad adjacent to the sidewalk and a transit shelter with all required transit support facilities. The required “concrete pad” must utilize appropriate material(s) as agreed with the transit service provider.
 - d. Any residential use with over 100 units proposed on a street where regularly scheduled transit service is provided, shall be required to provide two concrete pads adjacent to the sidewalk and two transit shelters with all required transit support facilities. The required “concrete pad” must utilize appropriate material(s) as agreed with the transit service provider.
 - e. Transit facilities shall be sited in accordance with the requirements of the appropriate transit agency and this title. Transit shelters and related facilities shall be provided for transit stops that are located adjacent to or within 600 feet of the development site on each side of the street that has a transit route. This requirement may be waived when the appropriate transit agency has determined that current and projected ridership do not warrant the installation of a shelter within the 600-foot distance.
 - f. When a transit shelter is required to be installed, seating, garbage receptacles, and lighting shall also be provided.
3. Loading and unloading children. One-way driveways with a continuous forward flow design shall be provided for this purpose on school and daycare sites which have an occupant capacity of greater than 50 children.
 4. Affordable Housing Parking Reduction: A project may request a departure for reduced parking from EMC 18.90.130.J requirements, provided the affordable housing project complies with the following:
 - a. Housing units must be affordable for very low-income or extremely low-income individuals, as defined in RCW 36.70A.
 - b. The housing unit is located within one-quarter (1/4) mile of a transit stop that receives transit service at least two (2) times per hour for twelve (12) or more hours per day.
 - c. A covenant must be registered on title consistent with city standards that will maintain units as affordable for a minimum of twenty (20) years.

I. Shared Parking Facilities. Joint use of required parking spaces may be permitted where two or more uses on the same site or separate sites in close proximity are able to share the same parking spaces because their parking usage does not materially overlap (e.g., uses primarily of a daytime vs. nighttime or weekday vs. weekend nature). Shared parking shall be legally encumbered and shall meet all of the applicable standards of this section. Joint use of required nonresidential parking spaces may be authorized by the Director or designee if the following documentation is submitted in writing to the community development department:

1. The names and addresses of the owners and/or tenants that are sharing the parking;
2. The uses that are involved in the shared parking;
3. The location and number of parking spaces that are being shared:
 - a. An analysis showing that the peak parking times of the uses occur at different times and that the parking area will be large enough for the anticipated demands of both uses; and
 - b. A legal instrument such as an easement or deed restriction that guarantees continuing access to the parking for both uses subject to the review and approval by the city attorney.

J. Parking Space Standards by Land Use.

1. The requirements for any use not listed herein shall be determined by the Director or designee based upon the requirements for the most comparable use specified in this section. When the most comparable use is not apparent, the Director or designee shall determine the minimum and maximum for the unlisted use. The

- Director or designee may require that the applicant conduct a parking study to evaluate the parking needs associated with a proposed use.
2. The parking requirement for any accessory office space shall be calculated at the rate of one parking space for each 250 gsf of said office use.
 3. One parking space shall be required for each commercial vehicle that originates from the site or is regularly present on the site.
 4. Unit of Measurement.
 - a. The size of a development and the proposed use type determine the minimum number of parking spaces required. Unless otherwise specified, the number of parking requirements is based on the gross square footage (gsf) of the building.
 - b. Where stationary, nonmovable seating is used by patrons or spectators in places of assembly, each 20 inches of width shall count as one seat for the purpose of determining requirements of vehicle parking facilities under this section.
 - c. The number of employee spaces required shall be based on the maximum number of employees who may be on-site at any one time.
 - d.
 5. Since a fraction of a parking space cannot be provided, parking calculations from Table 1, Minimum Parking Requirements, shall be rounded up to the nearest whole number.
 6. Maximum Parking Allowed. The director shall have the authority to limit the maximum parking allowed based on a site-specific parking study.

Table 1: Minimum Parking Requirements

Residential	
Detached Dwelling	Two per dwelling unit
<i>Middle Housing</i>	
Accessory Dwelling Unit (ADU) ^{1,2}	One per unit on lots no greater than 6,000 square feet, or Two per unit on lots greater than 6,000 square feet.
Duplex ²	One per unit on lots no greater than 6,000 square feet, or Two per unit on lots greater than 6,000 square feet.
Stacked Flat ²	One per unit on lots no greater than 6,000 square feet, or Two per unit on lots greater than 6,000 square feet.
Cottage Housing ²	One per unit on lots no greater than 6,000 square feet, or Two per unit on lots greater than 6,000 square feet.
Courtyard Apartments ²	One per unit on lots no greater than 6,000 square feet, or Two per unit on lots greater than 6,000 square feet.
<i>Multifamily</i>	
Multi-Plex ³	1.5 per dwelling unit
Townhouse ³	1.5 per dwelling unit
Apartment ³	1.5 per dwelling unit
<i>Other</i>	
Adult Family Home ⁴	One per three beds plus one per employee
Nursing and Residential Care Facilities ⁴	One per four beds
Assisted Living Facilities ⁴	One per three beds plus one per employee
Live/Work Unit	One per business use in addition to the residential use

Agriculture and Resource	
Family Farm	Parking study required
Agricultural Sales	One per 300 gross square feet
<i>Crop Production</i>	
Marijuana Production	Parking study required
Crop Production, All Other	Parking study required
<i>Animal Production and Aquaculture</i>	
Hog and Pig Farming	Parking study required
Cattle Feedlots	Parking study required
Animal Production and Aquaculture, All Other	Parking study required
Mining, Quarrying, and Oil and Gas Extraction	Parking study required
Utilities	
Electric Power Generation	NA
Potable Water Treatment	Parking study required
Sewage Collection or Treatment Facility	NA
Wireless Communication Facilities	Parking study required
Manufacturing	
Animal Slaughtering and Processing	Parking study required
Marijuana Processing	See city Ordinance Nos. 11-0356, 13-0410, 14-0425, and/or 17-0502
Manufacturing, Craft (special)	One per 1,000 gross square feet
Manufacturing, Light	One per 1,000 gross square feet
Manufacturing, Heavy	One per 1,000 gross square feet
Wholesale and Retail Trade	
Wholesale Trade	Three per 1,000 square feet
Retail Trade	
Automobile and Other Motor Vehicle Dealers	One space per 500 square feet of sales area, or one space per 1,000 square feet of lot area, whichever is greater
Gasoline Stations	0.75 per fueling station multiple product dispenser
Pet and Pet Supplies Stores	One per 300 gross square feet
Fuel Dealers	One per 750 gross square feet of building devoted to maintenance
Marijuana Retailers	See city Ordinance Nos. 11-0356, 13-0410, 14-0425, and/or 17-0502
Sexually Oriented Retail Businesses	One per 100 gross square feet

Retail Trade, All Other	Three per 1,000 square feet
Transportation and Warehousing	
Transportation	
Pipeline Transportation	NA
Transportation, All Other	Parking study required
Warehousing and Storage	
Mini-Warehouses and Self-Storage Units	One per 2,000 gross square feet
Warehousing and Storage, All Other	One per 2,000 gross square feet
Business and Professional Services (Sector 51-56)	
General (All Office Use)	Three per 1,000 square feet
Rental and Leasing	
Passenger Car Rental and Leasing	One per 5,000 gross square feet
Truck, Utility Trailer, and RV Rental and Leasing	One per 5,000 gross square feet
Consumer Goods Rental	One per 500 gross square feet
Commercial and Industrial Equipment Rentals	One per 5,000 gross square feet
Waste Management and Remediation Services	
Waste Management and Remediation Services, All Other	Parking study required
Educational Services	
Elementary and Secondary Schools	For primary schools, two per employee, plus one per 30 children, plus parking for buses. For secondary schools and higher educational facilities, two per employee, plus one per four students, plus parking for buses.
Junior Colleges, Colleges, Universities, and Professional Schools	Two per employee, plus one per four students, plus parking for buses
Technical and Trade Schools	Two per employee, plus one per four students, plus parking for buses
Educational Services, All Other	Two per employee, plus one per four students, plus parking for buses
Health Care and Social Assistance	
Ambulatory Health Care Services, All Other	One per 250 gross square feet
Hospitals	Parking study required
Social Assistance	
Services for the Elderly and Persons with Disabilities	One per 250 gross square feet
Vocational Rehabilitation Services	One per 250 gross square feet
Child Daycare Services, Home-Based	Two per facility, plus one per employee
Child Daycare Services, All Other	One per employee, plus one per five clients, and loading area

Social Assistance, All Other	One per 250 gross square feet
Arts, Entertainment, and Recreation	
Libraries	One per 250 gross square feet
Museums and Art Galleries	One per 250 gross square feet
Zoos, Aquariums, and Botanical Gardens	Parking study required
Golf Courses and Country Clubs	Parking study required
Sexually Oriented Entertainment	One per 100 gross square feet
Gambling Industries	Parking study required
Indoor Arts, Entertainment, and Recreation Activities, Other (Special)	Parking study required
Outdoor Arts, Entertainment, and Recreation Activities, Other (Special)	Parking study required
Accommodation	
Hotels (except Casino Hotels) and Motels	1.1 per bedroom
Bed-and-Breakfast Inns	One per guest room
RV Parks and Recreational Camps	Parking study required
Food Service and Drinking Places	
Special Food Services	Parking study required or follow primary use parking standards
Mobile Vendors	NA
Drinking Places for Alcoholic Beverages	One per 100 square feet in dining, lounge and customer ordering area
Restaurants, Full Service	One space per 100 square feet of seating or waiting area or one space for every three seats, whichever is greater
Restaurants, Limited Service	One per 100 square feet in dining, lounge and customer ordering area
Snack and Nonalcoholic Beverage Bars	One per 100 square feet in dining, lounge and customer ordering area
Services (Sector 811-812)	
Automotive Repair and Maintenance	
Automotive Oil Change and Lubrication Shops	Parking study required
Car Washes	Parking study required
Automotive Repair and Maintenance, All Other	Parking study required
Personal Care Services	One per 250 gross square feet
Other Repair and Maintenance	
Other Repair and Maintenance, Consumer	One per 500 gross square feet
Other Repair and Maintenance, Commercial/Industrial	One per 500 gross square feet

Funeral Homes and Funeral Services	One per three seats
Crematoria	One per three seats
Pet Care Services	
Kennels	One per 300 gross square feet
Veterinary Services	One per 300 gross square feet
Pet Care Services, All Other	One per 300 gross square feet
Civic and Public Uses	
Cemeteries	Parking study required
Religious Assembly	
up to 10,000 sq. ft.	One per five fixed seats plus one per 50 square feet of gross floor area without fixed seats used for assembly purposes
10,000 to 19,999 sq. ft.	One per five fixed seats plus one per 50 square feet of gross floor area without fixed seats used for assembly purposes
20,000 to 29,999 sq. ft.	Parking study required
30,000 to 39,999 sq. ft.	Parking study required
40,000 sq. ft. or greater	Parking study required
Correctional Institutions (922140)	Parking study required
Administrative Government Facilities and Services	One per 250 gross square feet
Parks, Open Space, and Public Recreation	Parking study required
Notes:	
1. Accessory dwelling units within one-half (0.5) mile of a major transit stop, defined as a stop for commuter rail, bus rapid transit, or actual fixed route service at intervals of at least fifteen (15) minutes for at least five (5) hours during the peak hours of operation on weekdays, are not required to provide on-site parking spaces if adequate provision of on-street parking facilities is available as determined by the Director.	
2. For middle housing types, housing units that are within one-half (1/2) mile of a major transit stop are not required to provide on-site parking.	
3. For multifamily housing types:	
a. Housing units within one-half (0.5) mile of a transit stop that receives transit service at least four (4) times per hour for twelve (12) or more hours per day are required to provide three-quarters (0.75) parking spaces per unit or one (1) space per bedroom, to a maximum of two (2) spaces per unit, and no unreserved guest parking is required.	
b. Housing units that meet the criteria under (a) must include at least ten (10) percent of the total parking spaces set aside for unreserved guest parking.	
4. For housing units that are specifically for seniors or people with disabilities and are within one-half (1/2) mile of a transit stop that receives transit service at least four (4) times per hour for twelve (12) or more hours per day, no on-site parking is required.	

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18.90.190 Accessory dwelling units.

A. Purpose. The purpose of these regulations is to ensure consistency with the City of Edgewood Comprehensive Plan goals and policies for land use, housing, transportation, and the environment. This includes but is not limited to: ensuring that new housing development supports City and regional growth plans to allow for adequate housing supply; encouraging housing design that provides quality living and community spaces that enhance neighborhood

livability; and promoting a mix of housing types and diversity of housing units to meet the needs of current and future residents.

B. Intent. Accessory Dwelling Units (ADUs) are intended to increase the supply of affordable and independent housing for a variety of households, increase home and personal security, provide additional income opportunities, and provide flexible options for property owners, renters, families, those aging in place, and changing lifestyles of all economic segments of the community. ADUs are intended to be in harmony with existing neighborhoods patterns while meeting personal property needs and ensuring that residential units are of sound quality. This should occur by utilizing the existing infrastructure and community resources throughout the city while protecting the existing character of lower density residential neighborhoods.

C. Middle Housing. Pursuant to RCW 36.70A.635(5), ADUs are considered a middle housing type.

D. Procedures. Any landowner seeking to establish an ADU shall apply for and obtain approval in accordance with the following procedures:

1. Application. The applicant shall apply for a building permit.
2. Application Review. An ADU building permit is a Process I administrative approval as prescribed in EMC 18.40.080.
3. Preexisting ADUs. Preexisting accessory dwelling units, established without city approval prior to the enactment of this code section, may obtain legal status using the same standards and procedures for a new ADU. After approval, the landowner must provide title notification establishing that the ADU was legally constructed.
4. Business License. If the ADU shall be made available for rental occupancy, the landowner shall obtain a business license for such rental pursuant to EMC Chapter 5.05.

E. General Requirements. The creation of an ADU shall be subject to the following general requirements:

1. Number. Up to two (2) ADUs are allowed per lot of record that contains a single principal unit. ADUs shall count toward unit density.
2. Type of unit. Where allowed, ADUs shall be permitted as attached, detached, or some combination thereof, to the principal unit.
3. Size. The total living space of an ADU shall be no greater than 1,000 square feet or 80 percent of the principal unit's total living space, whichever is greater, up to a maximum of 1,600 square feet. Living space is considered those areas within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing, and sanitation purposes (2021 IRC).
4. Location. ADUs shall comply with the zoning district minimum setback standards. The following are exempt from this standard:
 - a. ADU conversions of existing legal non-conforming accessory structures.
 - b. Detached ADUs may be placed on the property line abutting an alley so long as it is situated outside the front yard setback.
5. Height. For detached ADUs, the building height of the ADU shall not be greater than the principal unit's building height or 24 feet, whichever is greater.
6. Design. ADUs shall be subject to the design standards provided in EMC 18.95.060. The review of these standards is a Process 1 administrative approval that is completed concurrently with the ADU building permit.
7. Permanent foundation. An ADU shall have a permanent foundation.
8. Utilities. An ADU must be served by an approved potable water system, an approved sanitary sewer or on-site septic system, and other utilities as required.
9. Parking. ADUs shall provide parking pursuant to EMC 18.90.130, Parking.
10. Administrative Deviations. Deviations provided below are a Process I administrative approval that is completed concurrently with the ADU building permit.
 - a. When the development of an ADU or ADU conversion is for people with disabilities, the Director or Designee may allow reasonable deviation from stated requirements in order to install features that facilitate accessibility.

- b. The Director or Designee may allow the conversion of a legal existing structure to an ADU to be exempt from compliance with development standards for setbacks, height, lot coverage, and impervious coverage.
- c. The Director or Designee may allow an ADU to be equal square footage as the principal unit if the ADU is located completely on a single floor of an existing principal unit. This exemption does not apply to detached ADUs.

Chapter 18.95 DESIGN STANDARDS

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18.95.020 Applicability.

A. Unless exempt under subsection C, site plan design review as set forth in this chapter applies citywide to all development and redevelopment, including the following:

1. New construction of buildings, structures, and parking lots;
2. Expansion, remodel, or alteration of any building or other structure by more than five percent of its existing floor area, or overall size in cases where floor area standards are not applicable;
3. Expansion of any building or structure that creates a new dwelling unit;
4. Change of use, or where traffic, parking, noise or other impacts are greater than the impacts for the previously existing use, as determined by the director; or
5. Site development activities, if the underlying project is subject to this title.

Amendments to previously approved design review decisions shall comply with EMC 18.50.050.

B. The design standards contained herein apply to specific development and land use types as follows:

1. Site Planning (EMC 18.95.030): All except Residential – Detached Dwellings and Middle Housing (including ADUs).
2. Building Design (EMC 18.95.040): All except Residential – Detached Dwellings and Middle Housing (including ADUs).
3. Residential Design (EMC 18.95.050): Residential – Detached Dwellings and Middle Housing (including ADUs).

C. Exemptions. The following activities shall not require site plan design review:

1. Development permits not immediately associated with building construction or landscaping, such as short plats, subdivisions, and new zoning or land use designations unaccompanied by any actions related to site plans or building permit applications. This does not include unit lot subdivisions.
2. Normal building maintenance and repair, or any activity that does not require a building permit or is not considered a change in use, as determined by the director.
3. Any activity on the exterior of a building that does not exceed a 10 percent change in any existing facade or roof form.
4. Interior alterations; provided, that the interior alterations do not result in additional dwelling units.
5. Temporary uses authorized and conducted in accordance with EMC 18.50.070.
6. Home Business authorized and conducted in accordance with EMC 18.100.70 or EMC 18.100.080.

...

18.95.050 Residential design

A. Purpose. The purpose of these standards is to:

1. Promote housing compatibility.
2. De-emphasize garages and driveways as major visual elements along the street.
3. Provide clear and accessible pedestrian routes between buildings and streets.
4. Ensure consistency with state law regarding design regulations for housing.

B. Applicability. In addition to the development standards required elsewhere in this title and the Edgewood Municipal Code (EMC), this chapter shall apply to:

1. All new detached dwellings, duplexes, stacked flats, cottage housing, courtyard apartments, and ADUs.
2. The expansion, remodel, or alteration of any structure listed in EMC 18.95.050(B)(1) by more than fifty (50) percent of its existing net floor area.

3. The conversion of an existing permitted structure to a middle housing type that does not include net floor area expansion is exempt from this section.

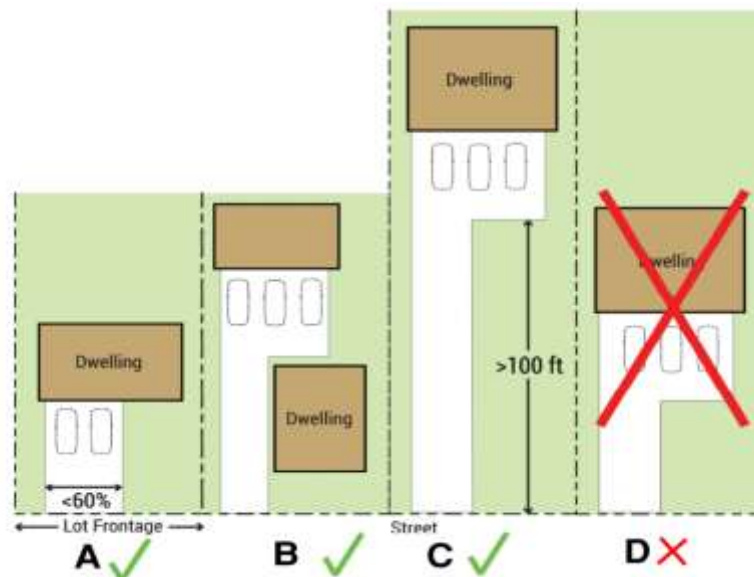
C. Design review. The process used for reviewing compliance with residential design standards shall be administrative design review as provided in EMC 18.50.050.

D. Pedestrian access. A paved pedestrian connection at least three (3) feet wide is required between each building and the sidewalk (or the street if there is no sidewalk). Driveways may be used to meet this requirement.

E. Vehicle access, carports, garages, and driveways.

1. For lots abutting an improved alley that meets the city's standard for width, vehicular access shall be taken from the alley. Lots without access to an improved alley and taking vehicular access from a street shall meet the other standards of this subsection.
2. Garages, driveways, and off-street parking areas shall not be located between a building and a street, except when either of the following conditions are met:
 - a. The combined width of all garages, driveways, and off-street parking areas does not exceed a total of 60 percent of the length of the street frontage property line. This standard applies to buildings and not individual units; or
 - b. The garage, driveway, or off-street parking area is separated from the street property line by a dwelling; or
 - c. The garage, driveway, or off-street parking is located more than 100 feet from a street.

Figure 58 - Garage and Driveway Locations



3. All detached garages and carports shall not protrude beyond the front building façade.
4. City requirements for driveway separation and access from collector streets and arterial streets shall apply.

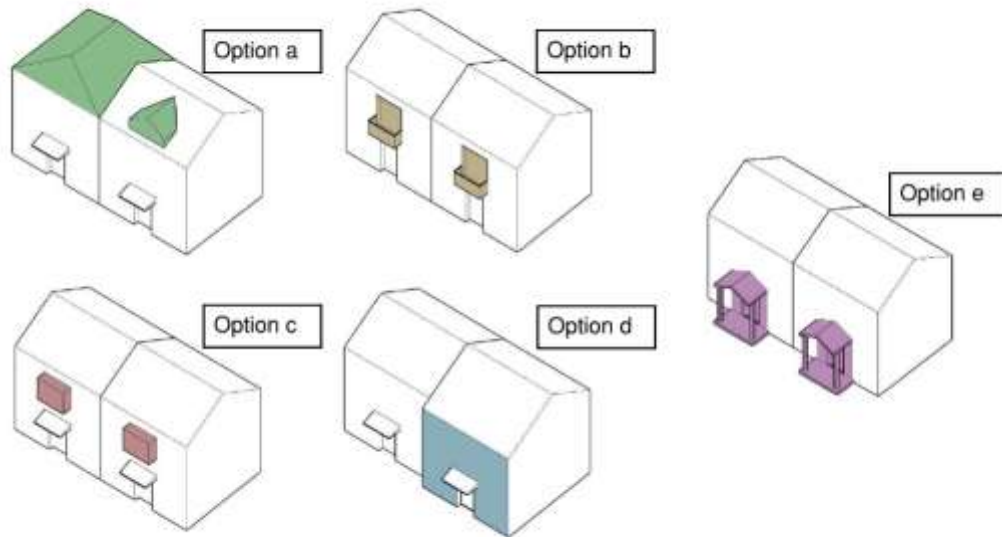
F. Unit Articulation.

1. Applicability.
 - a. Each attached unit featuring a separate ground level entrance in a multi-unit building facing the street shall include at least one of the articulation options listed in subsection F.2 below.
 - b. Facades separated from the street by a dwelling or located more than 100 feet from a street are exempt from this standard.

2. Articulation Options.

- a. Roofline change or a roof dormer with a minimum of four feet in width.
- b. A balcony that is a minimum of two feet in depth and four feet in width and accessible from an interior room.
- c. A bay window that extends from the façade a minimum of two feet.
- d. An offset of the façade of a minimum of two feet in depth from the neighboring unit.
- e. A roofed porch at least 50 square feet in size with a minimum four feet in width.

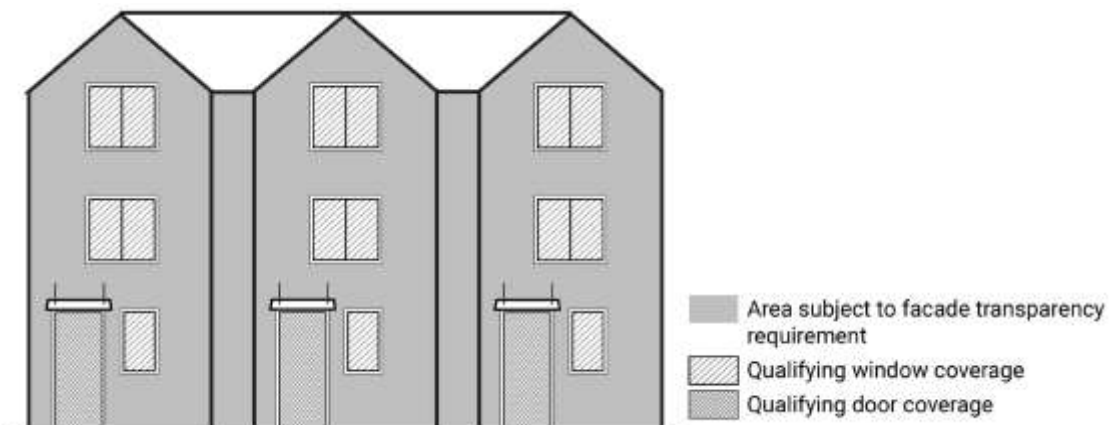
Figure 59 – Articulation Option Examples
(Can be a combination of options)



G. Entries. Each building shall incorporate a primary building entry or one or more private unit entries, such as a covered porch or recessed entry. Each entry shall feature minimum weather protection of three feet by three feet.

H. Windows and doors. A minimum of 15 percent of the area of the street-facing façade elevation shall include windows or doors. Facades separated from the street by a dwelling or located more than 100 feet from a street are exempt from this standard.

Figure 60 – Windows and Doors Transparency



I. Waste Management. All waste and recycling areas shall be kept in a clean and orderly manner. Two or more dwelling units per lot shall have a common waste and recycling area where bins or containers are stored of no less than 30 square feet. Bins or containers shall be screened from streets and neighboring properties.

J. Cottage housing.

1. Applicability. The following additional design standards apply to only cottage housing developments regardless of the number of proposed units.
2. Cottage size. Cottages shall each have no more than 1,600 square feet of net floor area, excluding attached garages.
3. Open space. Total open space shall be provided equal to a minimum 20 percent of the total lot sizes combined. This may include common open space, private open space, setbacks, critical areas, and other open space. Parking areas and vehicular areas shall not qualify as open space.
4. Entries. All cottages shall feature a covered porch at least 50 square feet in size with a minimum dimension of five feet on any side facing the street and/or common open space.
5. At least one outdoor common open space is required. All cottage development of 25 or more cottages shall require at least two outdoor common open spaces, and 100 or more cottages shall require three outdoor common open spaces.
 - a. Size and Dimensions. Common open space shall be provided equal to a minimum of 100 square feet per cottage. Each common open space shall have a minimum dimension of 15 feet on any side.
 - b. Orientation. Common open space shall be bordered by cottages on at least two sides. At least half of cottage units in the development shall abut a common open space and have the primary entrance facing the common open space.
 - c. Critical areas and their buffers, including steep slopes, shall not qualify as common open space.
6. Community building.
 - a. Number. No more than one community building is permitted, unless otherwise approved by the community development director or designee meeting the residential design standard purpose.
 - b. Parking. No minimum off-street parking requirement.

K. Courtyard apartments.

1. Applicability. The following additional design standards apply only to two (2) unit courtyard apartments. All other courtyard apartments are subject to EMC 18.95 Design Standards.
2. Common open space.
 - a. At least one outdoor common open space is required.
 - b. Common open space shall be bordered by dwelling units on two or three sides.
 - c. Common open space shall be a minimum dimension of 15 feet on any side.
 - d. Parking areas, vehicular areas, and critical areas and their buffers do not qualify as a common open space.
3. Entries. All units shall feature a covered pedestrian entry, such as a covered porch or recessed entry, with minimum weather protection of three (3) feet by three (3) feet, facing the street or common open space.

L. Administrative Design Deviations. The Director or Designee may allow for deviations from the above residential design standards if the applicant demonstrates that the proposed deviation meets or exceeds the intent of the design standard to the satisfaction of the Director or Designee. Administrative Deviations are a Process I Administrative approval that is completed concurrently with the building permit.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-0681 - Ordinance 25-0681 Repealing Section 2.65 of the EMC regarding Purchasing and Small Works Roster Procedures Repealing Section 2.66 Compost Procurement	Agenda Item #: 5.C
	For Agenda of: 6/10/2025
	Prepared by: Hardeep Goraya
Attachments (list): 1. ORDINANCE 25.0681 Repealing EMC Ch 2.65 and 2.66	
Approval of Materials: Hardeep Goraya Rachel Pitzel, Assistant City Administrator 6/5/2025 Dave Olson, Mayor 6/5/2025	Expenditure Required: NA
	Amount Budgeted: NA
	Timeline:

Summary Statement:

The Washington State Legislature has enacted changes to procurement laws that require the City's purchasing policy to be updated in compliance with such changes, which became effective June 30, 2024. And in order to remain compliant with changes in state and federal rules and regulations related to procurement laws, and to promote fiscal responsibility and the efficient transaction of City business - the previously enacted purchasing procedures and compost procurement policy in Edgewood Municipal Code (EMC) 2.65 and 2.66 need significant updates.

The City Council has determined that the procurement and small works policies and procedures should be managed as administrative policies. The City has adopted a comprehensive procurement policy, and codification of EMC is not required anymore.

Item History:

Discussed in study session on 06/03/2025

Recommended Action:

MOTION to adopt AB25-0681 - Ordinance 25-0681 Repealing Section 2.65 of the EMC regarding Purchasing and Small Works Roster Procedures; Repealing Section 2.66 Compost Procurement

Fiscal Note/Consideration:

NA

ORDINANCE NO. 25-0681

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON; REPEALING SECTION 2.65 OF THE EDGEWOOD MUNICIPAL CODE REGARDING PURCHASING AND SMALL WORKS ROSTER PROCEDURES; REPEALING SECTION 2.66 COMPOST PROCUREMENT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE

WHEREAS, pursuant to RCW 35A.11.020 the City is authorized to adopt ordinances of all kinds relating to the regulation and good governance of municipal affairs; and

WHEREAS, the City of Edgewood (“City”) previously enacted Chapter 2.65 of the Edgewood Municipal Code (“EMC”) establishing the purchasing procedures governing the purchase of supplies, materials, and equipment, and establishing a small works roster procedure and a limited small works roster; and

WHEREAS, the City previously enacted EMC Chapter 2.66 establishing the compost procurement policy and procedures; and

WHEREAS, many of the rules and regulations related to purchasing, procurement, and small works, are prescribed by state and federal government and are subject to regular updates by those agencies; and

WHEREAS, in 2023, with the adoption of Second Substitute Senate Bill (SSSB) 5268, the Washington State Legislature enacted changes to increase both equity and efficiency in public works procurement, including streamlining the delivery of small public works projects, and setting forth requirements for utilization of small businesses and businesses owned by women and minorities and allowing for direct contracting with small business, which became effective July 1, 2024; and

WHEREAS, Chapters 2.65 and 2.66 EMC have not been updated despite significant revisions of the applicable rules and regulations; and

WHEREAS, the City has determined that the procurement and small works policies are more easily managed as administrative policies than by ordinance of the City Council and codification in the EMC;

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

Section 1. Repeal of EMC Chapters 2.65 and 2.66. EMC Chapters 2.65 and 2.66 are hereby repealed in their entirety.

Section 2. Corrections. Upon the approval of the City Attorney and/or the City Clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance,

including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

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 and shall take effect and be in full force five (5) days after publication as provided by law.

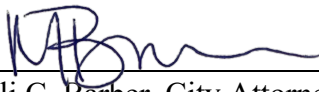
PASSED BY THE CITY COUNCIL ON THE 10TH DAY OF JUNE 2025

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:



Maili C. Barber, City Attorney

Date of Publication: June 10, 2025
Effective Date: June 17, 2025



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-0776 - Resolution 25-0776 adopting a city Procurement Policy and Procedures	Agenda Item #: 5.D
	For Agenda of: 6/10/2025
	Prepared by: Hardeep Goraya
Attachments (list): 1. RESOLUTION 25.0776 Adopt Procurement Policy 2. Procurement Policy_Procedures	
Approval of Materials: Hardeep Goraya Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor 6/5/2025 6/5/2025	Expenditure Required: NA
	Amount Budgeted: NA
	Timeline: NA

Summary Statement:

The Washington State Legislature has enacted changes to procurement laws that require the City's purchasing policy to be updated in compliance with such changes, which became effective June 30, 2024. And in order to remain compliant with changes in state and federal rules and regulations related to procurement laws, and to promote fiscal responsibility and the efficient transaction of City business, the City Council has determined that the procurement and small works policies and procedures should be managed as administrative policies.

Item History:

Discussed in study session on 06/03/2025

Recommended Action:

MOTION to adopt AB25-0776 - Resolution 25-0776 City's Procurement Policy & Procedures

Fiscal Note/Consideration:

NA

RESOLUTION NO. 25-0776

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, ADOPTING A CITY PROCUREMENT POLICY & PROCEDURES.

WHEREAS, the City Council finds it in the best interest of the citizens to establish policies to ensure the financial stability of the City; and

WHEREAS, the Washington State Legislature has enacted changes to procurement laws that require the City purchasing policy be updated to be in compliance with such changes that became effective June 30, 2024; and

WHEREAS, in order to remain compliant with changes in state and federal rules and regulations related to procurement laws, and to promote fiscal responsibility and the efficient transaction of City business, the City Council has determined that the procurement and small works policies and procedures should be managed as administrative policies.

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

Section 1. Procurement Policy. The City Council hereby adopts the policies attached hereto as Attachment A and incorporated herein by reference as the Procurement Policies of the City, superseding and replacing all previously adopted procurement policies.

ADOPTED THIS 10TH DAY OF _____ 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk



PROCUREMENT

POLICY & PROCEDURES

Effective Date: June 10, 2025

Resolution No. 25-0776

Contents

1.	GENERAL	5
1.1	Purpose.....	5
1.2	Controlling Laws	5
1.3	Monitoring and Compliance	5
1.4	Proper Authorization/Certifications	5
1.5	Written Contract Required	6
1.6	Approval as to Legal Form	6
1.7	Purchase Orders	6
2.0	DETERMINING TOTAL PURCHASE COST.....	7
2.1	Costs to include	7
2.2	Anticipated Cost & Quantity.....	7
2.3	Multiphase Projects.....	7
2.4	Trade-in Value.....	7
3.0	PURCHASE OF MATERIALS, SUPPLIES, AND EQUIPMENT	8
4.0	PROFESSIONAL SERVICES.....	10
4.1	Purchase of Personal Services	10
4.2	Purchase of Purchased Services	10
4.3	Purchase of Professional - Architect and Engineering (A&E) Services.....	11
4.4	Unit Price Service Contracts.....	12
4.5	Personal, Purchased and Professional Services Contract Amendment	12
4.6	Information Technology (IT) Purchases Process	12
4.7	Professional Services Competitive Process.....	13
	Consultant Solicitation-	13
5.0	INTERGOVERNMENTAL PROCUREMENT AGREEMENT OR “Piggybacking”	15
6.0	COMPETITIVE BIDDING EXEMPTIONS AND EMERGENCIES	16
6.1	Work Performed by City Employees.....	16
6.2	Auctions	16
6.3	Purchasing Surplus Property from Other Governmental Agencies	16
6.4	Interlocal Joint Purchasing Agreement (AKA Piggybacking)	16
6.5	Sole Source Procurement	16
6.6	Purchases involving special facilities or market conditions.....	16

6.7	No Bids or Quotations Received	17
6.8	Emergency	17
7.0	PUBLIC WORKS PROJECTS.....	18
7.1	Public Work Project Authorizations and Process.....	19
7.2	Public Works Projects ≤\$75,500(s) for Single /≤\$150,000(m) for Multiple Trades	20
7.3	Small Works Roster Process.....	20
7.4	Bid Requirements	21
7.5	Unit Price Public Works Contract.....	21
7.6	Public Works Performed by City Employees.....	22
7.7	Prevailing Wages.....	23
7.8	Performance and Payment Bonds	23
7.9	Public Works over \$1 Million	24
7.10	Department Responsibilities to Ensure Prevailing Wage Law is Followed	24
7.11	Project Acceptance	25
8.0	PUBLIC WORKS PROJECTS - FORMAL COMPETITIVE BIDDING PROCEDURES	26
8.1	Public Notice	26
8.2	Bid Specifications	26
8.3	Award.....	27
8.4	Cancellation	28
8.5	Submittal of Bids.....	28
8.6	Bid Security	28
8.7	Non-Collusion Affidavit.....	29
8.8	No Bids or Quotations Received	29
9.0	Bid Protests.....	30
9.1	Requests for Copies of Bids Received by City	30
9.2	Procedure for Submission of a Bid Protest	30
9.3	Consideration of A Bid Protest.....	30
10.0	ADDITIONAL SIGNING AUTHORITY	31
10.1	Grants	31
10.2	Interlocal Agreements	31
10.3	Real Property	31
10.4	Settlement Authority	31
11.0	Federal Funding	32

1. GENERAL

1.1 Purpose

The purpose of this policy is to establish clear guidelines and procedures for the procurement of materials, supplies, equipment, and services, including both professional and non-professional services, as well as public works projects. The policy aims to ensure compliance with applicable state laws regarding procurement and bidding for public contracts, including the acquisition of public works, goods, services, supplies, and materials.

In alignment with these goals, it is the City's policy to:

1. Follow state and local laws regarding the expenditure of public funds.
2. Provide an open, transparent, and fair forum for individuals and entities interested in bidding on public contracts.
3. Ensure that public contracts are awarded and executed in a manner that ensures the best value for taxpayers, with an emphasis on efficiency, cost-effectiveness, and quality.
4. Safeguard the procurement process from fraud, favoritism, and conflicts of interest, ensuring public trust in the integrity of the contracting process.

By implementing these procedures, the city seeks to enhance the procurement process's effectiveness, encourage competition, and maximize value for public money, all while maintaining accountability and transparency.

1.2 Controlling Laws

The expenditure of public funds for the purchase of and contracting for, goods, services, supplies and materials shall be in compliance with all applicable state law as outlined in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC). Additionally, all procurement activities must adhere to relevant local and federal laws and regulations.

1.3 Monitoring and Compliance

The Department Director is responsible for implementing, monitoring, and enforcing these policies. In the event of any conflict in procurement requirements or questions about proper procedure or other requirements, the matter shall be referred to the Assistant City Administrator and/or their designee for further action. In addition to the enforcement of these policies, the Department Director shall ensure that reasonable measures are taken to safeguard protected, personally identifiable information and other sensitive data in compliance with relevant privacy and security regulations.

1.4 Proper Authorization/Certifications

Only authorized employees, acting within the scope of their designated authority, may obligate the City in the acquisition of goods or services. Employees who purchase goods or services on behalf of the city

without proper authorization may be personally liable to the vendor and/or to the city and subject to disciplinary action (RCW 39.30.020).

For federally funded purchases and contracts, to ensure the expenditures are compliant with the terms and conditions of the federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreement must include a certification. This certification must be signed by an official who is authorized to legally bind the city.

1.5 Written Contract Required

Except for off-the-shelf purchases, all procurements of goods and services must be authorized through a written, signed contract authorizing the purchase prior to binding the city.

1.6 Approval as to Legal Form

Except when separately authorized in writing by the City Attorney, all written contracts must be approved as to legal form by an attorney representing the city.

1.7 Purchase Orders

Requisitions and purchase orders are preferred for encumbering funds and determining budget allocations prior to ordering goods or services; however, they are not mandatory for the City. Only Finance and select authorized purchasers (as limited by system security settings) have the authority to create purchase orders for the City.

For all Information Technology (IT) related purchases exceeding \$1,000 require a purchase order.

2.0 DETERMINING TOTAL PURCHASE COST

2.1 Costs to include

The full cost of the project includes all expenses, such as materials, freight, installation, labor, taxes, and incidental charges when determining which cost threshold applies.

2.2 Anticipated Cost & Quantity

The reasonably projected need and quantity for a good or service shall be used to determine its cost, which will dictate the applicable contract approval level, cost threshold, or other related purchasing requirements.

2.3 Multiphase Projects

If a project is to be completed in phases, the total accumulated cost for all phases should be considered when determining which cost thresholds applies.

2.4 Trade-in Value

Trade-in value will not be included in the total project cost. Trade-in value should only be considered when determining the lowest bid when competitive bidding is used.

3.0 PURCHASE OF MATERIALS, SUPPLIES, AND EQUIPMENT

The following cost thresholds apply for purchases of equipment, supplies, and materials unrelated to public works projects.

Unrelated to Services, Architectural & Engineering or Construction/Public Work

Examples: Office supplies & furniture, off-the-shelf software, hardware, trucks, copiers, vehicles and vehicle parts, gravel, janitorial supplies etc.

Type of Purchase	Contract Authorization	Process	Other requirements
Under \$20,000	Department Director or Designee	Multiple quotes NOT required, use professional judgement	Must be budgeted
\$20,000 up to \$50,000	Department Director or Designee	Vendor List - Three Quotes needed (RCW 39.04.190)	Must be budgeted
Over \$50,000	Mayor or designee	Competitive Bid	Must be budgeted Publication of RFP

Vendor Roster. City of Edgewood adopts the use of the MRSC Rosters Vendor Roster (vendor list) for the procurement and award of materials, supplies, equipment or similar items. The following vendor roster procedures are established for use by the City of Edgewood pursuant to RCW 39.04.190 and applicable City of Edgewood statutes:

Purchase of materials, supplies, or equipment not connected to a public works project. The City of Edgewood is not required to use formal sealed bidding procedures for the purchase of materials, supplies, or equipment not related to a public works project when the cost does not exceed the statutory threshold set forth in RCW 35.23.352. The City will attempt to obtain the lowest practical price for such goods and services.

Publication. At least twice per year, MRSC shall, on behalf of the City of Edgewood, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor roster and solicit vendors for the roster. MRSC shall add vendors licensed to do business in the State of Washington to the Vendor Roster when a vendor completes the online application and meets the minimum requirements.

Written Quotations. The City of Edgewood shall use the following process to obtain written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:

Bid or Quote. A written invitation will be issued by email, describing the specific materials, supplies, or equipment to be purchased. This will include details such as quantity, quality, type, proposed delivery date, evaluation criteria and any relevant information. The "example" contract intended to be signed by the successful vendor is also to be included in the invitation.

The department director, or their designee, shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain written quotations for the required materials, supplies, or equipment.

The department director, or their designee, shall not share written quotations received from one vendor with other vendors soliciting bids for the same materials, supplies, or equipment.

A written record shall be made by the department director, or their designee, documenting each vendor's bid, including any conditions imposed by the vendor on the bid.

Determining the Lowest Responsible Bidder. The City of Edgewood will purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that if there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected, and the City may call for new bids.

Award Process

- All bids or quotations will be collected by the City Clerk or their designee. The City Clerk, or their designee, will then present all bids or quotations to the department director.
- The department director, along with two subject matter experts, will review all bids or quotations, determine the lowest responsible bidder, and award the contract.
- The City Clerk, or their designee, will maintain a written record of all bids or quotations received. This record will be available upon request after the contract award.

Posting of Awards

In accordance with RCW 39.04.200, all vendor contract awards will be posted to the City of Edgewood's website at least every other month. The posting will include the following information:

- The vendor awarded the contract
- The contract amount
- A brief description of the items purchased
- The award date

4.0 PROFESSIONAL SERVICES

4.1 Purchase of Personal Services

"Personal Services" refers to the hiring of consultants to provide professional or technical expertise to accomplish a specific study, project, task or other work statement according to RCW 39.29.006. These services are technically provided by independent consultants that require specialized knowledge, advanced education, and may require professional licensing or certification. The primary nature of personal services is mental or intellectual, involving the consistent exercise of judgment and discretion.

State law does not require competition when procuring personal service contracts. Given that personal services often require trust and confidentiality between the vendor and City, a competitive bidding may not be in the City's best interest. Therefore, competition is recommended, it is not required. However,

the Mayor or Asst. City Administrator may override the department head and require competitive pricing.

Examples of Personal Services include, but are not limited to: Accounting and Auditing, Bond and Insurance brokerage, Comprehensive Planning (excluding A&E services), Economic Analysis and Consultation, Legal Services, Organizational Development and Strategic Planning, Promotions and Public Relations, Training and Utility Rate studies etc.

Personal services do not include purchased services, or professional architecture and engineering services, which must be procured using the competitive selection requirements in RCW 39.80.

The city may use MRSC Consultant Roster for procuring personal services.

The original request, responses, scoring and award documentation will be kept in the hiring agency's records and will be available upon request.

In accordance with RCW 39.04.200, all personal services contract awards will be posted to the City's website at least once every other month.

Type of Purchase	Dollar Value	Contract Authorization	Other Requirements
Personal services	Under \$50,000	Department Director	Must be budgeted
	\$50,000 up to \$100,000	Mayor or Asst. City Administrator	Must be budgeted
	Over \$100,000	Council Authorization	Must be budgeted Formal RFP

4.2 Purchase of Purchased Services

Purchased services refer to services provided by vendors for routine, necessary and ongoing functions of a local agency, typically involving physical activities that are repetitive, routine, or mechanical in nature.

Examples of Purchased Services include but are not limited to: Delivery/courier services; Landscaping; Building maintenance (janitorial); Herbicide application services; Vehicle inspections and repair services; and HVAC system maintenance service (without repair).

Although there is no state law requiring competition for the procurement of Purchased Services, it is the City's policy to require the same thresholds as for personal services. The city may use the MRSC Consultant Roster for procuring purchased services.

The original request, responses, scoring and award documentation will be kept in the hiring agency's records and will be available upon request.

In accordance with RCW 39.04.200, all personal services contract awards will be posted to the City's website at least once every other month.

Type of Purchase	Dollar Value	Contract Authorization	Other Requirements
Purchased services	Under \$50,000	Department Director	Must be budgeted
	\$50,000 up to \$100,000	Mayor or Asst. City Administrator	Must be budgeted
	Over \$100,000	Council Authorization	Must be budgeted Formal RFP

4.3 Purchase of Professional - Architect and Engineering (A&E) Services

Architectural and Engineering (A&E) services are professional services provided by consultants or individuals, other than city employees, who are contracted to perform activities defined as a professional practice in RCW 18.08 (Architects), 18.43 (Engineers and Land Surveyors), or 18.96 (Landscape Architects).

A&E consultants are initially selected based upon their qualifications, rather than price, in accordance with RCW 39.80.050. The City will negotiate a contract with the most qualified firm at a price deemed fair and reasonable. In making its determination, the city will consider factors such as the estimated value of the services, as well as the scope, complexity, and professional nature of the work.

If the City is unable to negotiate a satisfactory contract with the selected firm at a price determined to be fair and reasonable, negotiations will be terminated. The City will then begin negotiations with the next highest qualified firm.

These services are to be procured in accordance with the authority and procedures outlined in Chapter 39.80 RCW.

Examples of A&E Services include but are not limited to: Engineers; Land surveyors; and Architectural and Road design.

The City may use MRSC Consultant Roster for procuring architectural, engineering, and surveying services.

The original request, responses, scoring and award documentation will be kept in the hiring agency's records and will be available upon request.

In accordance with RCW 39.04.200, all professional services contract awards will be posted to the City's website at least once every other month.

Type of Purchase	Dollar Value	Contract Authorization	Other Requirements
Architectural, Land Surveying, and Engineering Services	Under \$50,000	Department Director	Competition is not required. Department is encouraged to obtain multiple quotes (phone or written quotes) Must be budgeted
	\$50,000 up to \$100,000	Mayor or Asst. City Administrator	Solicit – 3 written quotes Must be budgeted
	Over \$100,000	Council Authorization	Publish RFQ – sealed or not Must be budgeted

4.4 Unit Price Service Contracts

The City may procure personal, purchased and professional services using a unit priced contract, also known as an “On-Call” service contract. These contracts allow the City to contract for anticipated types of recurring services, where the contractor agrees to supply an indefinite quantity of work at a defined unit price over a fixed period.

Unit price contracts will be executed for an initial contract term not to exceed three years. However, the city may extend the contract for one additional year.

A unit-priced service contract must still follow the competitive bidding process established for the procurement of personal, purchased and professional services.

The Department Director has the authority to approve individual task/work orders up to \$50,000, as specified in the contract.

Individual task/work orders over \$50,000, require approval from the Mayor or Assistant City Administrator.

For all on-call services, the process requires the advanced publication of a Request for Qualifications (RFQ) that includes a detailed scope of work, clear intent, task order work process, and scoring and evaluation criteria. The RFQ will be posted on the MRSC’s small works roster.

4.5 Personal, Purchased and Professional Services Contract Amendment

The mayor may execute an amendment to a service contract without City Council approval, provided that the amendment meets one of the following conditions:

1. It simply extends the time of completion for a project.
2. It provides for a cost increase that does not exceed 10% of the original contract cost (including sales taxes) and is within the approved budget.
3. It is solely for “On-Call” services required to ensure compliance with City Codes and regulations related to development applications and studies, where the cost of the work performed is recover from applicant reimbursements or application fees.

Any changes to the scope of work must be done by contract amendment. Substantial changes to the scope of work must be submitted to the City Attorney for determination as to whether the change warrants a new contract.

An expired contract CANNOT be extended, but a new contract needs to be created.

This section does not apply to contracts for public works projects. Amendments to contracts for public works projects must be handled through a change order as outlined in Section 7.1.

4.6 Information Technology (IT) Purchases Process

The following Information Technology (IT) items require department head approval before purchase:

1. Any electronic equipment that creates, processes, stores, reports, or prints any city record or data including:
 - Computers, monitors, thumb drives, external hard drives, and all equipment that attaches to a computer
 - Cell phones, fax machines, printers, scanners and copiers
 - Software or systems etc..
2. Technology services required for the installation, connection, service, maintenance or support of IT equipment.

When purchasing telecommunications and data processing (computer) equipment or software costing above \$10,000, the City may follow a competitive negotiation process as an alternative to the standard bid process. RCW 39.04.270(3) allows for the use of a competitive negotiation process, which must include the following minimum steps:

1. A request for proposals (RFP) must be published in the newspaper of general circulation at least 13 days before the last date for receiving proposals.
2. The RFP must identify significant evaluation factors (including price) and their relative importance.
3. The City must establish reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
4. The contract award must go to the qualified bidder whose proposal is most advantageous to the City. The City reserves the right to reject all proposals for a good cause and request new proposals.

Annual Maintenance Agreements for Hardware and Software - A competitive process is not required when the annual maintenance of a city's system is performed by the provider of that hardware or software. However, these annual maintenance agreements shall be treated as standalone agreements. The IT department head will select third-party vendors for maintenance agreements based solely on vendor's qualifications and service terms.

Software as a Service (SaaS) and Hosted Software Agreements - SaaS and Hosted Software agreements are treated the same as other standard contract agreements. These agreements refer to IT services and software provided to the city in a hosted, or cloud environment outside of city control, as opposed to being hosted on the City's own computer infrastructure.

4.7 Professional Services Competitive Process

Under Chapter 39.80 RCW, a competitive process is required for all architectural, engineering, or surveying services. While not mandatory, it is recommended that the same competitive process be followed for all other professional services including personal and purchased services.

Consultant Solicitation- Except as required under Chapter 39.80 RCW, the city may initiate the evaluation and selection of a consultant for professional services through one of the following methods:

1. **MRSC Annual Roster:** The City may use the Municipal Research and Services Center's (MRSC) annual roster of consultants as the first step in evaluating and hiring a consultant.
2. **Request for Qualifications (RFQ):** Alternatively, the city may advertise an RFQ to solicit qualifications from consultants. By reviewing the qualifications of consultants on the MRSC roster or through responses to the RFQ, the City can narrow down the selection to the most qualified consultant for the required professional services.

Once the consultant pool is narrowed down, the city will proceed to move forward with a Request for Proposal (RFP)

The RFP should request detailed information from the shortlisted consultants and should include the following elements:

- A detailed scope of work describing the project tasks
- An estimated budget
- An estimated schedule
- Evaluation criteria for proposal review
- Instructions for submission, including page limitations, number of copies, etc.
- Proposal deadline
- A copy of the professional services agreement that the city intends to use

For smaller projects, the department director may evaluate proposals. However, for more complex projects, it is recommended that a review panel of at least three employees be assembled. City staff should review all submittals received before the deadline to ensure compliance with the requirements of the RFP. The director or review panel should then score each firm's proposal based on the established evaluation criteria.

5.0 INTERGOVERNMENTAL PROCUREMENT AGREEMENT OR "Piggybacking"

RCW 39.34.030 allows the City to use active contracts from other governmental agencies for the purchase of equipment, supplies, materials, and personal, purchased & professional services, a process known as "piggybacking." This process enables local government agencies to take advantage of contracts awarded by host agencies - allowing the piggybacking agencies, saving time and obtaining better prices and terms than they could on their own. To use this process, the city must enter into a written Intergovernmental Agreement.

Before making a purchase under an intergovernmental agreement, the City must ensure that the procedure used by the host agency aligns with the City's purchasing policy. The host agency must comply with its statutory contracting requirements and post the solicitation online as stipulated by RCW 39.34.030(5)(b). Additionally, the vendor must agree to the piggybacking arrangement through the initial solicitation documents.

Pursuant to RCW 39.34.030, the City may also make purchases through state contracts. The City has signed a Master Contracts Usage Agreement with the Department of Enterprise Services (“DES”). The DES webpage offers instructions and information for utilizing state contracts.

The City may also enter into a contract for architecture and engineering services with another public agency for the joint utilization of those services. However, the contracting agency must comply with the requirements for contracting for such services under chapter 39.38 RCW, and the services to be provided must fall within the general scope of the services that the architectural or engineering firms were selected to perform.

Before procurement, an interlocal agreement must be executed between the city and public agency, specifically outlining the architectural or engineering scope of work. Once the interlocal agreement is executed, the procurement documents for architecture and engineering services must clearly state that the final negotiated contract will be utilized by multiple public agencies in accordance with RCW 39.34.030(6).

The City may collaborate with another government entities for joint purchasing, provided that both jurisdictions’ procurement requirements are met. When practical, the City should include language in its solicitations that allow other public agencies to purchase from City of Edgewood’s contracts or purchase orders, as long as these agencies offer similar rights and reciprocal privileges to the City of Edgewood.

The City Council shall approve all Intergovernmental Procurement Agreements.

6.0 COMPETITIVE BIDDING EXEMPTIONS AND EMERGENCIES

Under RCW 39.04.280, competitive bidding requirements may be waived for the following situations:

6.1 Work Performed by City Employees

Procurement is not required for work performed by city employees either as ordinary maintenance or up to the limits for use of Day Labor in RCW 35.23.352.

6.2 Auctions

RCW 39.30.045 allows for the purchase of any supplies or equipment at auctions rather than through competitive bidding if the items can be obtained at a competitive price. This authority allows the City to make a purchase on an internet-based auction service hosted only by federal, state, or local governments.

6.3 Purchasing Surplus Property from Other Governmental Agencies

RCW 39.33.010 allows for the purchase of surplus property from other governmental agencies without regard to bid laws.

6.4 Interlocal Joint Purchasing Agreement (AKA Piggybacking)

The City may purchase materials, supplies, or equipment using another public agency's active contract by entering in an interlocal agreement pursuant to RCW 39.34.080. The city must retain specific documentation that supports the procurement method followed by interlocal agency.

6.5 Sole Source Procurement

RCW 39.04.280(1)(a) authorizes the City Council by resolution to waive established bidding requirements if such purchase is clearly and legitimately limited to a single source of supply. The resolution must set forth the factual basis for the special market conditions.

6.6 Purchases involving special facilities or market conditions

In accordance with RCW 39.04.280(1)(a), the City Council may, by resolution, waive the standard bidding requirements when a purchase is restricted to a single source of supply. The resolution must clearly outline the factual basis for the special market conditions that justify the sole source procurement.

6.7 No Bids or Quotations Received

If no bids or quotations are received in response to an invitation to bid or request for quotations, the City may procure the required item through direct negotiations with a vendor or choose to rebid the purchase.

6.8 Emergency

In accordance with RCW 39.04.280, if an emergency exists, the City Council, the Mayor, or their designee may:

- Waive competitive procurement requirements
- Award contracts necessary to address the emergency, including, but not limited to, contracts for architectural and engineering services

A written finding of the emergency must be made and entered into the public record no later than two weeks following the award of the contract, as required by RCW 39.04.280.

In the event of a disaster, procurement procedures may need to align with federal or other agency procurement rules to ensure expenses eligible for disaster funding and reimbursement.

7.0 PUBLIC WORKS PROJECTS

As defined in RCW 39.04.010(5), Public Works include all work, construction, alteration, repair, or improvement (excluding ordinary maintenance and professional services associated with the public works project) executed at the City's expense, or which legally becomes a lien or charge on any property. This includes, but is not limited to demolition, remodeling, renovation, painting, road and utilities construction, as well as offsite prefabrications of ducts, liners and steel products for public works.

Whenever it is feasible, the city shall seek to maximize the use of recycled construction materials in accordance with SHB 1695, a law that went into effect January 1, 2016, promoting the use of recycled materials in construction aggregate and concrete materials.

Pursuant to RCW 43.19A, the city shall strive to purchase compost products, provided it is not cost prohibitive to acquire, for landscaping, construction and postconstruction soil amendment, erosion prevention, low-impact development of green infrastructure projects etc..

7.1 Public Work Project Authorizations and Process

Type of Purchase	Contract Authorization	Process	Other Requirements
\$350,000 or more*	Council	Formal competitive bidding is required as described in RCW 39.04; 35.23.352.	Must be budgeted Prevailing wage Insurance Performance Bond Bid bond/deposit
Over \$75,500 to \$350,000*	Under \$100,000 Mayor	Utilize Small Works Roster process as described in RCW 39.04.151 -152	Must be budgeted Prevailing wage Insurance Performance bond Bid bond/deposit
	\$100,000 and over Council		
Over \$50,000 to \$150,000 for multiple trades **	Under \$100,000 Mayor	Minimal Competition process – seek one written quote. Requirement can be waived as allowed in RCW 35.23.352	Must be budgeted Prevailing wage Insurance Performance bond Bid bond/deposit
	\$100,000 and over Council		
Over \$50,000 to \$75,500 for single trade**	Mayor or Asst. City Administrator	Minimal Competition process – seek one written quote. Requirement can be waived as allowed in RCW 35.23.352	Must be budgeted Prevailing wage Insurance Performance Bond Bid bond/deposit
Up to \$50,000**	Mayor or Asst. City Administrator	Minimal Competition process – multiple quotes not required, use professional judgement	Must be budgeted Prevailing wages Insurance Performance Bond Bid bond/deposit
Construction changes orders***	Change under 10% of Contract price -Mayor or Asst. City Administrator	Negotiation/per underlying contract	Must be budgeted Prevailing wages
	Change of 10% of Contract price and over - Council		

*Excludes sales tax RCW 39.04.152(4)(a)(1) ** Includes sales tax RCW 35.23.352(1) *** including sales taxes

7.2 Public Works Projects ≤\$75,500for Single /≤\$150,000for Multiple Trades

If the City is not using its own workforce, contracts ≤\$75,500(single trade) or ≤\$150,000 (multiple trades) may be awarded with minimal competition procedures. Minimal competition requires

departments to obtain at least one written quote; however, obtaining more than one quote is encouraged. While competition is not required for projects ≤\$75,500(single trade) or ≤\$150,000(multiple), employees are encouraged to distribute the work among qualified contractors when practical. Employees are strongly encouraged to prioritize local, small, and disadvantaged businesses first.

City staff will verify that the contractor meets all responsibility requirements of RCW 39.04.350 before issuing the contract. Contractors must not begin work prior to the formal issuance of the contract.

For projects \$5,000 or more, the city will require bonding or hold 10% retainage. Contractors must comply to the requirements of RCW 39.04, and the City may hold 10% instead of requiring performance and payment bonding per RCW 39.08.010.

7.3 Small Works Roster Process

Under RCW 35.23.352 and RCW 39.04.151-152, the City is authorized to use the small works roster process for awarding public works contracts estimated to cost less than \$350,000 (excluding state sales taxes).

A small works roster consists of all responsible contractors who have requested to be listed and are properly licensed or registered to perform such work in the State of Washington. Instead of creating and maintaining the City's own small works roster, the Assistant City Administrator is authorized to enter into agreements with the Municipal Research and Services Center (MRSC) or any other agency that offers a compliant small works roster, provided it meets the latest state rules, regulations, and laws regarding the establishment, maintenance, and use of small works rosters for public works projects. Only those contractors registered with the MRSC, or other compliant agency rosters will be invited to bid on small works roster projects.

Contracts awarded from a small works roster are an alternative to publicly advertised public works projects and do not require advertising. Every small works contract is subject to the same public works bidding, award, and compliance requirements of Chapter 39.04 RCW, unless specifically included in RCW 39.04.151-154, or the incorporated policies or procedures. Invitations for quotations must include an estimate of the scope and nature of the work to be performed, as along with materials and equipment to be provided. Detailed plans and specifications are not necessary in the invitation, but other requirements for architectural or engineering approvals (ensuring quality and compliance with building codes) still apply. The contract must be awarded to the contractor responsible submitting the lowest responsive quote.

Small works bidding and award data will be maintained as part of the City's procurement files and records and all documents will be available for review with the City Clerk.

At least once per year, the City shall ensure that MRSC or any other agency hosting a compliant roster used by the City, publishes in a newspaper of general circulation within the City's jurisdiction, a notice of the existence of the small works roster and invites contractors to register on the statewide small works roster. Additionally, as required by RCW 39.04.151(1)(c), the city will ensure that MRSC or any other agency hosting a compliant roster used by the city, notifies the Office of Minority and Women's Business Enterprise (OMWBE) directory of certified firms and invite small businesses to apply to the roster.

Procedure for Contracts Between \$150,000 to \$350,000:

When awarding contracts between \$150,000 and \$350,000, the city will invite quotes from all contractors on the Small Works Roster.

If the City solicits bids from fewer than all the contractors listed under the appropriate category on the small works roster, the city will notify the remaining contractors that quotations for the work are being sought. The city may notify the remaining contractors through one or more of the following methods:

- Publishing a notice in a legal newspaper in general circulation in the area where the work is to be performed.
- Mailing a notice to the remaining contractors.
- Sending a notice by email or other electronic means.

Procedure for Contracts Up to \$150,000:**1. Utilization of Small Works Roster:**

The department will use the Small Works Roster available at www.mrscrosters.org to obtain a list of vendors.

2. Solicitation of Quotes:

The department will solicit quotes from all contractors listed on the appropriate small works roster.

3. Retainage and Performance Bonds:

- For projects under \$5,000, retainage and performance bonds can be waived.
- For projects over \$5,000, the city will hold 10% retainage in lieu of requiring performance and payment bonds.

4. Contractor Notifications:

Contractors must be notified in advance about prevailing wage rates, insurance requirements, and other relevant conditions related to the project.

7.4 Bid Requirements**1. Public Works Projects Exceeding \$150,000:**

In accordance with RCW 35A.40.210, the City must call for bids for any public work project that exceeds \$150,000, provided that more than one craft or trade is involved.

2. Single Craft or Trade Projects:

If only a single craft or trade is involved, or if the project is for street signalization or street lighting, bids must be called for when the project cost exceeds \$75,500.

3. Use of Small Works Roster:

Under RCW 35.23.352, the City may choose to utilize the small works roster process as outlined in RCW 39.04.151-152 to award contracts, at the City's discretion.

7.5 Unit Price Public Works Contract

Under RCW 35.23.352(13), the City is authorized to procure public works with a unit-priced contract, also known as an “On-Call” public works contract. This contract allows the City to contract for anticipated types of public works projects on a recurring basis, with the contractor agreeing to supply an indefinite quantity of work at a defined unit price over a fixed period.

1. Contract Term:

The initial term of a unit-price contract cannot exceed three (3) years. However, the contract may be extended for one additional year if necessary.

2. Competitive Bidding:

Unit-priced contracts must be awarded to the lowest responsible bidder in accordance with RCW 39.04.350. These contracts must still be competitively bid using the Small Works Roster as outlined in RCW 35.23.352.

3. Prevailing Wage Compliance:

Contractors working under a unit-price contract must comply with prevailing wage requirements in accordance with RCW 35.23.352.

4. Task/Work Orders:

The Department Director is authorized to approve individual task/work orders up to \$50,000 within the contract. Task/work orders exceeding this amount require approval by the Mayor or Assistant City Administrator.

Invitation to Bid:

The invitation to bid for a unit-price public works contract must include the following:

- **Work Assignment Process:** Specify how the City will issue, or release work assignments or work orders based on either a “not-to-exceed” time and materials basis or a negotiated lump sum amount using the previously established unit prices.
- **Estimated Quantities:** Provide estimated quantities for the anticipated types of work or trades involved in the contract.
- **Minority/Woman Contractor Inclusion:** At least one minority or woman contractor should be invited to bid, whenever possible.
- **Contract Extension:** The initial term of the contract is for three (3) years, with the option to extend it for an additional one (1) year.

7.6 Public Works Performed by City Employees

RCW 35.23.352(1) allows City employees to perform public works projects if the project’s estimated cost is lower than the bidding limits. However, city employees cannot perform the following types of public works projects:

1. For projects involving more than one craft or trade: The cost must not exceed \$150,000.

2. For projects involving a single craft or trade, or street signalization or street lighting: The cost must not exceed \$75,500.

A public works project includes the total cost of the project, encompassing equipment, supplies, and labor. The restrictions outlined above do not allow the division of a project into smaller units or segments of work to avoid the cost limits for day labor.

Documentation and Authorization:

- **Authorization:** All public works projects to be performed by City employees must be authorized by the Public Works Director.
- **Documentation:** The projects performed by City employees must be documented in a list format for future audit and record-keeping purposes.

7.7 Prevailing Wages

The City is required by RCW 39.12.040 to require contractors to pay prevailing wages on all public works contracts regardless of the contract amount. A “Statement of Intent to Pay Prevailing Wages” must be received from a contractor before any payment is made, and an “Affidavit of Wages Paid” must be received following final acceptance of the work.

For projects funded in whole or in part by Federal Transportation Funds (pursuant to RCW 60.28.011), an “Affidavit of Wages Paid” must also be submitted to the City prior to final acceptance of the project.

7.8 Performance and Payment Bonds

Under RCW 39.08.010, performance and payment bonds are required for every public works contract, except as described below. These bonds ensure that the work will be completed and that all workers, vendors, and subcontractors will be paid.

- **Bond Requirements:** The bonds shall be executed by a surety company authorized to do business in Washington State, in an amount equal to 100% of the contract price. The bonds must be issued on a form approved by the City Attorney’s Office.
- **Small Works Roster Projects:** Payment and Performance bonds are required for small works roster projects. However, for projects estimated to cost \$150,000 or less, the City may allow, at the option of the contractor, to forego requiring performance and payment bonds and instead retain 10% of the contract for 30 days after final acceptance, or until receipt of all necessary releases from the Department of Revenue, Department of Labor & Industries, and Employment Security Department, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later (RCW 39.08.010(3)). The intent of this exception is to assist small contractors who may struggle securing bonds.
- **Waiver of Retainage:** The City may waive the retainage requirements of RCW 60.28.011(1)(a) for contracts awarded through the small works roster process. However, RCW 39.08.015 subjects the City to claims of laborers, materialmen, subcontractors, and mechanics if the required performance and payment bonds are not obtained.

- **Federal Transportation Funded Projects:** For public works projects funded in whole or in part by federal transportation funds (RCW 60.28.011(1)(b)), the City is prohibited from withholding retainage. Instead, the city must rely on the contractor's performance and payment bonds.

7.9 Public Works over \$1 Million

Under RCW 39.30.060, for all public works projects expected to cost one million dollars or more, the City must require each prime contract bidder to submit the names of the subcontractors with whom the bidder intends to subcontract for the performance of the following work:

- HVAC (heating, ventilation, and air conditioning)
- Plumbing as described in RCW 18.106

Electrical work, as described in chapter RCW 19.28, The subcontractors' names must be submitted either as part of the bid or within one hour after the published bid submittal time. Failure to submit the subcontractor names as required, or failure to name itself to perform the work, or naming two or more subcontractors for the same work, will result in primary contract bidder's bid being considered nonresponsive and therefore void.

Apprentice Utilization:

Under RCW 39.04.320, for public works projects estimated to cost \$1 million or more after January 1, 2025, the contract specifications must include a requirement of a minimum of 15% of labor hours be performed by apprentices. As such, the specifications for all public works contracts of \$1 Million or more must include:

- Apprentice utilization, goals
- Monetary incentives for meeting the goals
- Monetary penalties for not meeting apprentice utilization goals.

Contractors and subcontractors must report and submit affidavit of the apprentice utilization upon final project acceptance.

7.10 Department Responsibilities to Ensure Prevailing Wage Law is Followed

1. **Notify vendor of Prevailing Wage Requirements:** prior to obtaining and estimate or quote inform the vendor that they are to pay prevailing wages.
2. **Statement of Intent to Pay Prevailing Wages:** After selecting a vendor, the vendor is required to file a "Statement of Intent to Pay Prevailing Wages" with the Department of Labor and Industries (L&I) prior to starting the work. The vendor must insert the City Contract number in the contract number box on the Statement form.
3. **Affidavit of Wages Paid:** Once the work is completed, the vendor must file an "Affidavit of Wages Paid" with the Department of Labor and Industries confirming that prevailing wages were paid.
4. **Final Payment:** Final payment will NOT be released until certified intents and affidavits have been received. For contracts over \$35,000, Notice of Project Completion has been submitted to

Department of Revenue (DOR), Employment Security Department (ESD), and L&I. The city must receive releases from all three agencies before the final payment is made.

7.11 Project Acceptance

The Mayor or Assistant City Administrator is authorized to formally accept all projects as Final.

The Director of Public Works, Director of Community Development, and the Director of Finance, or their designees, are authorized to sign exoneration and release forms for bonds and other security devices submitted in connection with the completion of the project.

8.0 PUBLIC WORKS PROJECTS - FORMAL COMPETITIVE BIDDING PROCEDURES

8.1 Public Notice

Whenever the cost of the public work or improvement (including materials, supplies, and equipment) exceeds the amounts outlined in RCW 35.23.352(1), the work shall be procured by contract, and such contracts shall be awarded through a public bidding process. For contracts that require a formal competitive bidding process, a notice shall be published in the official newspaper at least 13 days prior to the due date for bids.

Bid Advertisement Requirements:

Advertisements for bids should include the following items:

- Title of the project
- Nature and scope of the work
- Materials and equipment to be furnished
- Instructions on where contract documents (plans, specifications) may be obtained
- Cost to obtain a set of contract documents
- Place, date, and time that bids are due
- Statement that a bid bond must accompany the bid
- Statements that the City retains the right to reject any or all bids, and to waive minor irregularities in the bidding process

8.2 Bid Specifications

1. Clear and Accurate Description:

Bid specifications should include a clear and accurate description of the technical requirements for the material, product, or service to be provided. The descriptions must not contain features that unnecessarily restrict competition.

2. "Brand Name or Equal":

When it is impractical or uneconomical to provide a clear and accurate description, a "brand name or equal" description may be used. The responsibility to demonstrate that a product is "equal" to the specified brand rests with the vendor proposing the substitution.

3. Request for Approval of Substitutions:

Requests for approval of substitutions must be submitted with enough lead time to allow the City to adequately review the proposal. This includes time for vendors to respond to any questions or requests for additional information or clarification.

The City is not obligated to accept proposed substitutions.

4. Acceptance of Substitutes:

Acceptance of a substitute product proposed as "equal" will be communicated in writing. If such an acceptance occurs prior to the bid submission deadline, other bidders will be notified, to the extent practicable.

8.3 Award

The contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria included in the invitation for bids. If no bid meets the requirements, all bids will be rejected.

However, in accordance with RCW 35.23.352(2), if the City issues a written finding that the lowest responsive and responsible bidder has delivered a project to the City within the last three years that was late, over budget, or did not meet specifications, and if the City does not find in writing that such bidder has demonstrated how they would improve performance to meet project specifications, then the City may award the contract to the second lowest responsive and responsible bidder, provided the second bid is within five percent of the lowest bid. If this happens in any year, the city will prepare an annual report as required under RCW 35.23.352(14).

RCW 39.04.350 outlines the bidder responsibility criteria. Before the City may accept a contractor's bid, the contractor must:

- Be a registered contractor at the time of bid submittal (RCW 18.27.020)
- Have a current Unified Business Identifier (UBI) number
- Have industrial insurance coverage
- Have an employment security department number
- Have a state excise tax registration number
- Have never been disqualified from bidding under RCW 39.06.010 or 39.12.065(3)

Additionally, the city requires the contractor to:

- Have or agree to obtain a current City business license
- Be current with all applicable licenses, taxes, and fees owed to the City of Edgewood

The city also adopts the following supplemental criteria, which may be used to evaluate bids for specified projects:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder
- Whether the bidder can perform the contract within the time specified
- The quality of performance of previous contracts or services
- The previous and existing compliance by the bidder with laws relating to the contract or services
- Such other information as may be secured having a bearing on the decision to award the contract

When using the supplemental criteria, the City will include them in the bidding documents, along with a basis for evaluation, deadlines for submitting responsibility documentation, and deadline for bidder to appeal a "not responsible" determination.

If a trade-in option exists and is in the City's best interest, the price offered on the trade will be considered when determining the lowest responsive and responsible bid.

In accordance with RCW 39.30.040, any local sales tax revenue generated by the purchase can be considered in determining the lowest responsive and responsible bid.

8.4 Cancellation

An invitation for bids may be canceled at the City's discretion. Additionally, the city (may choose to reject any or all bids, in whole or in part, except were prohibited by state or federal law, or as required under conditions of receiving state or federal funding.

8.5 Submittal of Bids

Bids must be submitted as specified in the invitation for bid by the appointed date and time. Each bid will be dated, and time-stamped upon receipt. Late bids will not be accepted. If sealed bids are requested, all qualified bids will be opened and read aloud publicly at the appointed time.

No City representative shall disclose the terms or amount of any other contractor's bid to another contractor before the bid opening date and time. Once bids have been submitted (and opened, if sealed), the City's prohibited from negotiating with bidders. The contract must be awarded to the lowest responsive and responsible bidder, or all bids must be rejected.

A written record of each contractor's bid and any conditions imposed will be made. Immediately the award, the bid quotations will be recorded, open to public inspection, and available by electronic request.

Original specifications and the original bid responses will be retained for review and audit as required.

8.6 Bid Security

In accordance with RCW 35.23.352(1), each bid submitted through a formal competitive bidding process must be accompanied by a bid security for an amount of not less than five percent of the bid amount. The bid security may be in the form of a cashier's check, postal money order, or surety bond provided by a surety company that is authorized to do business in Washington State in a form approved by the City Attorney's Office. No bid solicited through a formal competitive bidding process will be considered unless accompanied by the required bid security.

Bid security is only required for bids solicited through a formal competitive bidding process. It is not required for bids to be solicited through the small works roster process or limited public works processes.

If a bidder is permitted to withdraw a bid before the award, its bid security will be returned.

8.7 Non-Collusion Affidavit

Each bidder shall be required to submit with their bid an executed and notarized Non-Collusion Affidavit on a form approved by the City Attorney. By submitting this affidavit, the bidder warrants that their bid is genuine and that they have not entered into any collusion with other bidders.

8.8 No Bids or Quotations Received

When no bids or quotations are received in response to an invitation to bid or request for quotations, the Department Director or designee is authorized to procure the required items through direct negotiation with the vendor. Alternatively, the department may choose to rebid or, for public works contracts, proceed with the project using City employees if deemed appropriate by the Mayor or Asst. City Administrator.

9.0 Bid Protests

A bidder wishing to protest the City's award of a contract for a public works project that was subject to competitive bidding must strictly follow the procedures described below. If these procedures are not adhered to, the city will not review a bid protest submitted by a bidder.

9.1 Requests for Copies of Bids Received by City

In accordance with RCW 39.04.105, the City will provide copies of the bids received for a public works project, upon request from a bidder, within two business days of the bid opening. The City will not execute a contract for the public works project until at least two full business days have passed after the date that copies of the received bids were provided. For the purposes of this provision, intermediate Saturdays, Sundays, and legal holidays are not counted as "business days."

9.2 Procedure for Submission of a Bid Protest

All bid protests must be filed in writing with the City Clerk no later than two full business days following bid opening. The protest must meet the following requirements:

- Be submitted in writing
- Explicitly identify itself as a bid protest
- Explicitly identify the bid/project/request for which the protest is made
- Explicitly state all reasons and bases in law and fact supporting the protest
- Include all supporting documents

9.3 Consideration of A Bid Protest

Bid protests that comply with the requirements outlined above will be reviewed by the Mayor, the City Attorney, and the Public Works Director (or their designees).

The bid protest will be decided based on the following:

- Written materials and supporting documents, and other information submitted with the bid protest
- Other records or information known to the city relating to the public works project in question.

If deemed necessary, the Mayor or Asst. City Administrator may schedule a meeting or conference with the protesting bidder to assist in the decision-making process.

Only the issues raised by the bidder in the written protest filed with the City Clerk will be considered during the review.

The City Attorney or their designee will issue a written decision no later than 10 business days of the bid protest filing. This decision will be final and binding.

10.0 ADDITIONAL SIGNING AUTHORITY

10.1 Applying for Grant Funds

If a grant requires the City to contribute more than \$50,000 in material matching dollars, the Assistant City Administrator will seek City Council approval prior to applying. The City Council may also initiate the process of pursuing a grant.

If other entities, such as non-profit organizations or community interest groups, wish to apply for a grant on behalf of the City, the group must first obtain the approval of City Council.

The Mayor or Asst. City Administrator is authorized to execute all necessary agreements and documents with the grant-issuing agency to finalize any grant approved or accepted by the City Council.

Amendments to grants that only extend the term of the grant may be approved by the Mayor.

10.2 Interlocal Agreements

All interlocal and interagency agreements must be approved by the City Council. Amendments to interlocal agreements that only extend the term of the agreement may be approved by the Mayor.

10.3 Real Property

Contracts and agreements related to real property, except for routine conveyances as outlined under EMC 2.10.060, must be approved by the City Council (EMC 2.90.040).

10.4 Settlement Authority

The mayor is authorized to sign settlement agreements that require the city to pay less than \$50,000 to resolve and settle any damage claims or lawsuits against the city. The mayor is also authorized to execute all necessary documents related to the resolution of such claims and approve the issuance of checks for settlement purposes.

Claims settled by the mayor under this authority will be reported to the City Council at the next City Council meeting following the settlement.

11.0 Federal Funding

When procuring property and services under a Federal award, the City will adhere to the standards set forth in 2 CFR §200.318 General procurement standards through §200.326 Contract provisions or follow the City's purchasing procedures, whichever is more restrictive.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-0777 - Resolution 25-0777 authorizing the use of a small works roster, consultant services roster, vendor roster	Agenda Item #: 5.E
	For Agenda of: 6/10/2025
	Prepared by: Hardeep Goraya
Attachments (list): 1. RESOLUTION 25.0777 Adopt MRSC Rosters	
Approval of Materials: Hardeep Goraya Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor 6/5/2025 6/5/2025	Expenditure Required: NA
	Amount Budgeted: NA
	Timeline:

Summary Statement:

The Washington State Legislature has enacted changes to procurement laws that require the City's purchasing policy to be updated in compliance with such changes, which became effective June 30, 2024. Starting July 1, 2024, Municipal Research Services Center (MRSC) Rosters is the official home of the small works roster for Washington State ([RCW 39.04.151\(2\)](#)). In order to implement small works, consultant services, vendor rosters and processes, the City of Edgewood is required to adopt a resolution and establish publicly available reporting procedures.

Item History:

Discussed in study session on 06/03/2025

Recommended Action:

MOTION to adopt AB25-0777 - Resolution 25-0777 Authorizing the use of a small works roster, consultant services roster and vendor roster.

Fiscal Note/Consideration:

RESOLUTION NO. 25-0777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE USE OF A SMALL WORKS ROSTER, CONSULTANT SERVICES ROSTER, VENDOR ROSTER.

WHEREAS, RCW 39.04.151-154 and other laws regarding contracting for public works by authorized local governments allow certain contracts to be awarded by a small works roster process; and

WHEREAS, to implement a small works roster and process, the City of Edgewood is required to adopt a resolution and establish publicly available reporting procedures; and

WHEREAS, Chapter 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded using a vendor list.

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

Section 1. MRSC Rosters. The City of Edgewood hereby elects to use the statewide small works roster established under RCW 39.04.151(2) and administered by the Municipal Research Services Center of Washington (MRSC).

Section 2. Small Works Roster. The City adopts the use of the MRSC Rosters Small Works Roster for the procurement and award of public works contracts as allowed under RCW 39.04.152. The City will maintain separate contracting procedures for small works roster contracts in compliance with the City's Procurement Policy as adopted in Resolution 25-0776.

Section 3. Consultant Services Roster. The City adopts the use of the MRSC Rosters Consultant Roster (vendor list) to be used for the procurement and award of consultant services. The Consultant Roster procedures are established in the City's Procurement Policy as adopted in Resolution 25-0776.

Section 4. Vendor Roster. City of Edgewood adopts the use of the MRSC Rosters Vendor Roster (vendor list) to be used for the procurement and award of materials, supplies, equipment,

or similar, pursuant to RCW 39.04.190. The vendor list roster procedures are established in the City’s Procurement Policy as adopted in 25-0776.

Section 5. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 10TH DAY OF _____ 2025

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB25-0682 - First Reading of Ordinance 25-0682 granting unto Mountain View Edgewood Water Company the right, privilege, authority and nonexclusive franchise agreement	Agenda Item #: 5.F
	For Agenda of: 6/10/2025
	Prepared by: Chuck Hendricksen
Attachments (list): 1. MOUNTAIN VIEW-EDGEWOOD WATER COMPANY FRANCHISE AGREEMENT ORDINANCE 25.0679 - SIGNED	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor 6/5/2025 6/5/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline:

Summary Statement:

As per EMC 12.06.020, a franchise agreement is required for utilities located in City of Edgewood Right of Way. This agreement is for Mountain View Edgewood Water Company to use City of Edgewood Right of Way to provide water services. This is the first of two readings as required by RCW 35A.47.040.

Item History:

Recommended Action:

Motion to accept the **First Reading** of Ordinance No. 25-0682, Mountain View Edgewood Water Company franchise agreement.

Fiscal Note/Consideration:

ORDINANCE NO. 25-0679

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, GRANTING UNTO MOUNTAIN VIEW-EDGEWOOD WATER COMPANY, A NONPROFIT CORPORATION OF THE STATE OF WASHINGTON, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR WATER SYSTEM INFRASTRUCTURE, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF EDGEWOOD, WASHINGTON FOR A PERIOD OF FIVE YEARS RENEWABLE AS SET FORTH BELOW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Mountain View-Edgewood Water Company, (hereinafter referred to as "MTVE") has requested that the City Council grant it a nonexclusive franchise for water infrastructure; and

WHEREAS, MTVE has authority to contract with municipal corporations, and to construct, add to, maintain and supply water works; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, MTVE provides public drinking water and water for fire protection to customers located within the City of Edgewood, as a privately owned nonprofit mutual water corporation regulated by the Washington State Department of Health; and

WHEREAS, MTVE's public water system infrastructure and facilities are identified as critical infrastructure and its staff is classified as first responders by the Federal Government; and

WHEREAS, this Ordinance was introduced to the Edgewood Council for first reading on June 3, 2025, and was passed by a majority of the full council at second reading on June 10, 2025, which is more than five days after first reading and was a regularly scheduled council meeting as required by RCW 35A.47.040; **NOW, THEREFORE**,

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

Section 1. Franchise Granted; Term. Pursuant to RCW 35A.47.040, the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), hereby grants to MTVE, a non-profit public utility owned by City water customers and organized under the laws of the state of Washington, its heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth and all applicable City codes and regulations, a

nonexclusive franchise beginning on the effective date set forth in Section 23 herein. The initial term of the franchise shall be five (5) years and shall automatically renew under the same terms for an additional five (5) year period, for a total of ten (10) years, and at the end of the subsequent five (5) year period, unless either the City or MTVE gives notice of nonrenewal at least one (1) year before the end of such five (5) year period. The initial term shall be deemed to commence on the date of passage of this Ordinance. Additionally, this agreement is supplemented by the regulations outlined in Edgewood Municipal Code ("EMC") Chapter 12.06.

This franchise shall grant MTVE the right, privilege and authority to construct, operate, maintain, replace, and repair all necessary facilities for water delivery, in, under, on, across, over, through, along or below the public rights-of-way located in the City of Edgewood("the Franchise Area"), as approved under City permits issued pursuant to this franchise. "Rights-of-way" as used herein means all public streets, roads, alleys and highways of the City as now or hereafter laid out, platted, dedicated or improved

Section 2. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said rights-of-way. Such franchise shall in no way prevent or prohibit the City and/or the public from using any of said roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, vacation, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares and other public properties of every type and description

Section 3. Relocation of Water System Facilities.

3.1 MTVE agrees and covenants to, at MTVE's sole expense, protect, support, temporarily disconnect, relocate or remove from any rights-of-way any of MTVE's facilities when so required by the City by reason of traffic conditions, public safety, dedications of new rights-of-way and the establishment and improvement thereof, widening, rechannelization, and/or improvement of existing rights-of-way, street vacations, road, bicycle. and walkway construction, change or establishment of street grade, and/or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity (a "governmental project").

3.2 Any condition or requirement imposed by the City upon any person or entity (including without limitation any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permit for zoning, land use, construction or development) which reasonably necessitates the relocation of MTVE's Facilities within the franchise area shall be a required relocation for purposes of subsection 3.1 above.

3.3 If the City determines that a government project or other event or condition, as defined in subsections 3.1 and 3.2, necessitates the relocation of MTVE's Facilities, the City shall, to the extent reasonably practicable:

- A. Notify MTVE during the planning phase to ensure collaborative effort is made to reduce project expense (to the City and MTVE), allow budgeting for the project and facilitate joint applications for grants and low-interest funding by the parties. The City will provide written notification requiring relocation of MTVE's Facilities of at least ninety (90) days or longer, approved by the mayor or his/her designee prior to the commencement of the government project or other event or condition necessitating the relocation.
- B. Provide MTVE with copies of pertinent portions of the plans and specifications for such project and where possible propose an alternative location for MTVE's Facilities so that MTVE may relocate its facilities within the current right-of-way or to other rights-of-way.
- C. After receipt of such notice and such plans and specifications, MTVE shall complete relocation of its facilities at least ten (10) days prior to commencement of the government project at no charge or expense to the City. Relocation shall be accomplished in such a manner as to accommodate the project, event or condition necessitating the relocation; provided, however, that the timeline for commencing and completing the relocation shall also depend on MTVE's ability to obtain adequate labor and materials that meet MTVE's Development Standards

3.4 MTVE may, after receipt of written notice requesting relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives in good faith and advise MTVE in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of MTVE's Facilities. If requested by the City, MTVE shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by MTVE full and fair consideration. In the event the City in its sole discretion ultimately determines that there is no other reasonable or feasible alternative, MTVE shall relocate its facilities as otherwise provided in this Section.

3.5 Without limitation of the foregoing, MTVE shall specifically indemnify the City, its officers, employees, agents and representatives, for any damages, claims, additional costs or expenses assessed against, or payable by, the City related to, arising out of, or resulting, directly or indirectly, from MTVE's failure to timely remove, adjust or relocate any of its facilities in accordance with any requirement hereunder.

The provisions of this subsection shall survive the expiration or termination of this franchise.

3.6 The provisions of this Section shall in no manner preclude or restrict MTVE from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City or another governmental entity, where the facilities to be constructed by said person or entity are not or will not become governmentally-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a governmental project.

Section 4. Maps and Records. After construction of any new facilities in the City rights-of-way, and as a condition of this franchise, MTVE shall make available to the City upon request and at no cost, a copy of all as-built plans, maps and records revealing the final location and condition of MTVE's facilities within the public rights-of-way. Said plans will be maintained at MTVE per Department of Homeland Security and the Environmental Protection Agency measures.

Section 5. Excavations. All construction work performed by MTVE or its contractors under or in relation to this franchise, specifically including without limitation any relocation, construction or maintenance of MTVE's facilities, shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private, and shall comply with all applicable laws and regulations. MTVE shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the state of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Excavation in City-owned rights-of-way shall be governed by the provisions of the EMC Chapter 12.06 - "Right-of-Way Franchises and Permits for Public and Private Utilities". Prior to commencing any work, MTVE, at its own expense, shall secure any applicable permits required for excavating in any public right-of-way and shall give the City at least five (5) working days notice of its intent to commence work in the public right-of-way. In no case shall any work commence on City-owned and maintained public road surfaces, without the required permit(s).

If either the City or MTVE shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, a reasonable opportunity to share such excavation, PROVIDED THAT:

- A. Such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and
- B. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and
- C. Either party may deny such request for safety reasons. The provisions of this Section shall survive the expiration or termination of this franchise.

The City reserves the right to not allow open trenching within any City of Edgewood street within five (5) years following a street overlay or improvement project; however, MTVE may open trench provided it grinds and overlays a minimum distance of fifty (50) feet each side of the excavation. MTVE will be given written notice at least one hundred eighty (180) days prior to the commencement of any street overlay or improvement project.

Section 6. Restoration after Construction. MTVE shall, after abandonment, installation, construction, relocation, maintenance or repair of its facilities within the Franchise Area, restore the surface of the right-of-way to at least the same condition in which the property existed immediately prior to any such installation, construction, relocation, maintenance or repair. The

City's Public Works Director shall have final approval of the condition of such rights-of-way after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. MTVE agrees to promptly complete all such restoration work and to promptly repair any damage caused by such work at its sole cost and expense. The provisions of this Section shall survive the expiration, revocation or termination by other means of this franchise.

Section 7. WSDOT Standards. The parties expressly acknowledge that some rights-of-way within the franchise area, specifically including without limitation the Meridian Avenue / State Route 161 corridor, are part of the state highway system ("State Highways") and are governed by the provisions of RCW Chapter 47.24 and applicable Washington State Department of Transportation (WSDOT) requirements in addition to local ordinances and other regulations. Without limitation of any other provision of this franchise, MTVE agrees that:

- (1) any pavement trenching and restoration performed by MTVE within State Highways shall meet or exceed applicable WSDOT requirements;
- (2) any portion of a State Highway damaged or injured by MTVE shall be restored, repaired and/or replaced by MTVE to a condition that meets or exceeds applicable WSDOT requirements; and
- (3) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this franchise with respect to any portion of a State Highway.

Section 8. Emergency Work; Permit Waiver. In the event of any emergency in which any of MTVE's Facilities located in or under any right-of-way breaks, becomes damaged, or if MTVE's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, MTVE shall immediately take the proper emergency measures to repair its facilities, and to cure or remedy the dangerous condition(s) for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve MTVE from the requirement of obtaining any permits necessary for this purpose, and MTVE shall apply for all such permits not later than the next succeeding day during which the Edgewood City Hall is open for business.

Section 9. Dangerous Conditions; Authority for City to Abate. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or otherwise endangers the public, an adjoining public place, street utilities or City property, the mayor may direct MTVE, at MTVE's own expense, to take actions to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time.

In the event that MTVE fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact MTVE to request MTVE affect the immediate repair, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or actions regarded as

necessary safety precautions. The provisions of this Section shall survive the expiration, revocation or termination of this franchise.

Section 10. Indemnification; Hold Harmless. MTVE hereby released, covenants not to bring suit and agrees to defend, indemnify, and hold harmless the City, its officers, employees, agents, representatives, and volunteers from any and all claims, costs, judgments, awards, suits, actions, or liabilities for injury or death of any person, or liability to any person including attorneys' fees and including claims by MTVE's own employees for that MTVE might otherwise be immune under Title 51 RCW, for injury or death of any person or damage or for loss to property caused by or arising, in whole or in part out of MTVE's acts, errors or omissions, or from the conduct of MTVE's business,, or from its agents, contractors, subcontractors, servants, officers, or employees in or from any activity, work or thing done, permitted, from the performance of this franchise agreement, and any rights granted hereunder.

Inspection or acceptance by the City of any work performed by MTVE at the time of completion of construction shall not be grounds for avoidance by MTVE of any of its obligations under this Section. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

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 MTVE and the City, its officers, officials, employees, and volunteers, MTVE's liability hereunder shall be only to the extent of MTVE's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes MTVE's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 11. Insurance Term. MTVE shall procure and maintain for the duration of the franchise agreement and as long as MTVE has facilities in the rights-of-way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the franchise agreement and use of the right-of-way, the following liability insurance policies, insuring both MTVE and naming the City, and its elected and appointed officer's, official, agents, representatives, and employees as additional insured:

No Limitation. MTVE maintenance of insurance as required by the franchise agreement shall not be construed to limit the liability of MTVE to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance. MTVE shall obtain insurance of the types and coverage described below:

- A. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be

named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO endorsement CG 20 37 10 01 or substitute endorsement providing at least as broad of coverage.

- B. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- C. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of MTVE. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.
- D. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- E. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Grantee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on MTVE's Excess or Umbrella Liability insurance policy.

Minimum Amounts of Insurance. The Grantee shall maintain the following insurance limits:

- A. Commercial General Liability insurance shall be written with limits no less than \$6,000,000 each occurrence, \$8,000,000 general aggregate.
- B. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$6,000,000 per accident.
- C. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.
- D. Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

Other Insurance Provisions. MTVE Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of MTVE insurance and shall not contribute with it.

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

Verification of Coverage. MTVE shall furnish the City with original certificates and a copy of the amendatory endorsements annually, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the franchise agreement. Upon request by the City, MTVE shall furnish certified copies of all required insurance policies, including endorsements, required in the franchise agreement and evidence of all subcontractors' coverage.

Subcontractors. MTVE shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the City-provided insurance as set forth herein, except MTVE shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. MTVE shall ensure that the City is an additional insured on each and every subcontractor commercial general liability insurance policy using an endorsement as least as broad as ISO CG 20. 26.

Notice of Cancellation. MTVE shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance. Failure on the part of MTVE to maintain the insurance as required shall constitute a material breach of the franchise agreement, upon which the City may, after giving five (5) business days' notice to MTVE to correct the breach, terminate the franchise agreement 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.

City of Edgewood Full Availability of MTVE Limits. If MTVE maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by MTVE, irrespective of whether such limits maintained by MTVE are greater than those required by the franchise agreement or whether any certificate of insurance furnished to the City evidence limits of liability lower than those maintained by MTVE.

MTVE – Self-Insurance. If MTVE is self-insured or becomes self-insured during the term of the franchise agreement, MTVE or its affiliated parent entity shall comply with the following: (i) provide the City, upon request, a copy of MTVE's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) MTVE or its parent company is responsible for all payments within the self-insured retention; and (iii) MTVE assumes all defense and indemnity obligations as outlined in the indemnification section of this franchise agreement.

Section 12. Restoration Bond. In lieu of a restoration bond pursuant to EMC 12.06.218, MTVE hereby warrants all work performed under this franchise and further specifically represents and warrants that all required restoration of the right-of-way shall be performed timely, in a workmanlike manner, and in full compliance with all applicable regulatory standards.

Section 13. Modification. The City and MTVE hereby reserve the right to mutually alter,

amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment, or modification. No such alteration, amendment or modification shall be effective without being reduced to writing and signed by both parties.

Section 14. Forfeiture and Revocation. If MTVE willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or negligence fails to heed or comply with any notice given by the City under the provisions of this franchise, then MTVE shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Edgewood City Council after a hearing held upon notice to MTVE.

Section 15. Remedies to Enforce Compliance. The City may elect, in lieu of revocation and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling MTVE to comply with the provisions of this franchise. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force MTVE and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 16. Legal Compliance; City Ordinances and Regulations. MTVE shall comply with applicable federal, state and local laws, rules and regulations, unless otherwise modified as part of this franchise, at all times relevant to this franchise. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. In the event of a conflict between the provisions of this franchise and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

Section 17. Planning Coordination.

17.1 Growth Management. The parties agree, as follows, to participate in the development of, and reasonable updates to, the each other's planning documents:

17.1.1 For MTVE's service within the City limits, MTVE will participate in a cooperative effort with the City of Edgewood to develop a Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).

17.1.2 MTVE will participate in a cooperative effort with the City to ensure that the Utilities Element of Edgewood's Comprehensive plan is accurate as it relates to the MTVE's operations and is updated to ensure continued relevance at reasonable intervals.

17.1.3 MTVE shall submit information relates to the general location, proposed location, and capacity of all existing and proposed facilities within the City as requested by the Public Works Director within a reasonable time frame, not exceeding sixty

(60) days from receipt of a written request for such information, provided that such information is in MTVE's possession, or can be reasonably developed from the information in MTVE's possession.

17.1.4 MTVE will update information provided to the City under Section 17 – Planning Coordination, whenever there are major changes in MTVE's system plans within the City of Edgewood.

17.1.5 The City will provide information relevant to MTVE's operations within a reasonable period of written request to assist MTVE in the development or update of its Comprehensive Water System Plan, provided that such information is in the City's possession or can be reasonably developed from the information in the City's possession.

17.2 System Development Information. MTVE and the City will each assign a representative whose responsibility shall be to coordinate planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include the following:

17.2.1 Each year, by the end of the second quarter, MTVE shall provide the City with a schedule of its planned capital improvements, which may affect the right of way for that year.

17.2.2 Each year, by the end of the second quarter, the City shall provide MTVE with a schedule of its planned capital improvements which may affect the right of way for that year including, but not limited to street overlays and repairs, storm drainage improvements and construction, and all other right of way activities that could affect MTVE's capital improvements and infrastructure.

17.2.3 MTVE shall meet with the City, other franchises and users of the right of way, as necessary, to schedule and coordinate construction activities.

17.2.4 MTVE shall ensure that all MTVE's construction locations, activities, and schedules shall be coordinated, to minimize public inconvenience, disruption, or damages.

17.3 Emergency Management. The City and MTVE agree to cooperate in emergency management planning, emergency operations response procedures, and recover activity strategies, including identifying potential hazards and risks in the MTVE's facilities so that they can be either mitigated or minimized. Provided, that nothing herein shall be construed as altering or otherwise reducing MTVE's obligations under this franchise, specifically including without limitation MTVE's obligations under Section 10.

Section 18. Acceptance. Within sixty (60) days after the passage and approval of this

Ordinance, this franchise may be accepted by MTVE by its filing with the City Clerk an unconditional written acceptance thereof. Failure of MTVE to so accept this franchise within said period of time shall be deemed a rejection thereof by MTVE, and the rights and privileges herein granted shall be of no effect whatsoever, unless extended by Ordinance.

Section 19. Survival. All of the provisions, conditions and requirements of Sections 3 (Relocation of Water Facilities); Section 5 (Excavation); Section 6 (Restoration after Construction); Section 9 (Dangerous Conditions); and Section 10 (Indemnification); of this franchise shall be in addition to any and all other obligations and liabilities MTVE may have to the City at common law, by statute, or by contract, and shall survive the expiration or termination of this franchise. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of MTVE and all privileges, as well as all obligations and liabilities of MTVE shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever MTVE is named herein.

Section 20. Assignment. This franchise may not be assigned or transferred without the written approval of the City, except MTVE may freely assign this franchise in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. MTVE shall provide prompt, written notice to the City of any such assignment.

Section 21. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

CITY OF EDGEWOOD

Asst. City Administrator
2224 104th Avenue East
Edgewood, Washington 98372

**MOUNTAINVIEW-EDGEWOOD
WATER COMPANY**

General Manager
11610 32nd Street East
Edgewood, Washington 98372

Section 22. 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 unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this franchise materially affected by such court's ruling.

Section 23. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, and per RCW 35A.47.040, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title. For the purposes of construing the term of this franchise agreement, the effective date shall be the date of passage. Provided, however, that the franchise granted by this ordinance shall not take effect until the City's receipt of MTVE's signed acceptance of the terms

set forth herein in accordance with Section 18.

Section 24. Regulatory Authority Reserved; Water Utility Service. The parties mutually acknowledge that the City is a municipal corporation organized under the Optional Municipal Code of RCW Title 35A. Nothing herein shall be construed as a waiver, abridgement or other limitation of the City's regulatory authority and/or police power, which the City hereby expressly reserves in full. Without limitation of the forgoing, MTVE shall be required to apply for and obtain all applicable City permits, licenses and/or approvals and otherwise operate in full compliance with the requirements thereof. Any water utility service provided by MTVE to City-owned properties shall be governed by a separate contract between the parties.

Section 25. Nonwaiver of Breach. The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of the other party hereafter to enforce the same. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

Section 26. Entire Agreement. This franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior oral negotiations and written agreements between the parties.

Section 27. No Third-Party Beneficiary. This franchise has been negotiated and executed for the exclusive benefit of the signatory parties and is enforceable only by the same. Nothing herein shall be construed as creating any rights in or for any third parties.

Section 28. Governing Law. Venue. This franchise shall be governed in all respects by the laws of the state of Washington. The exclusive venue for any dispute related to this franchise shall be the Pierce County Superior Court. The substantially prevailing party in any such dispute shall be entitled to an award of its reasonable attorney fees and costs.

Section 29. Abandonment. If MTVE abandons any or all of its facilities during the franchise term, the City, at its option, may operate said facilities or designate another entity to operate the same temporarily until MTVE restores service under conditions acceptable to the City, or until the franchise is revoked and a new franchisee is selected by the City. If the City designates another entity to operate the water utility system, MTVE shall reimburse the City for all reasonable costs, expenses and damages incurred, including reasonable attorney fees, court expenses and attributed expenses for work conducted by the City's staff or agents.

Section 30. Taxes and Fees. Nothing contained in this franchise shall exempt MTVE from MTVE's obligation to pay any applicable utility tax, business tax, or ad valorem property tax, now or hereafter levied against real or personal property within the City, or against any local improvement assessment imposed on MTVE. MTVE agrees that it operates a water distribution business as defined under Section 5.08.030(E) of the Edgewood Municipal Code (EMC) and that it will file quarterly returns and timely make all payment for utility taxes due under EMC Chapter 5.08. In addition, any fees, charges and/or fines provided for in the Edgewood Municipal

Code or any other City ordinance, and any compensation charged and paid for the Public Rights-of-Way, whether pecuniary or in-kind, are separate from, and additional to, any and all federal, state, local, and City taxes as may be levied, imposed or due from MTVE.

Section 31. Franchise Costs. MTVE agrees to reimburse the City for the City's full costs of administering this Agreement, including the costs of attorneys' fees incurred for the preparing and negotiating of this franchise agreement, including costs of publication. Payment of this initial invoice these fees is a condition of the execution of this agreement. The City will invoice MTVE for any on-going administrative costs on an annual basis. MTVE will pay those invoices within 60 days of receipt.

PASSED BY THE CITY COUNCIL ON THE 10TH DAY OF JUNE, 2025

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Maili C. Barber, City Attorney

Published: June 13, 2025

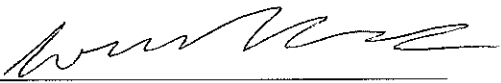
Effective: June 18, 2025

ACCEPTANCE OF FRANCHISE

The undersigned authorized representative of MountainView-Edgewood Water Company hereby declares on behalf of MountainView-Edgewood Water Company, the acceptance of the nonexclusive franchise to MtMountain View-Edgewood Water Company approved by the Edgewood City Council on the 10th day of June, 2025 by the adoption of Edgewood City Ordinance No. 25-0679.

Dated: MAY 16th 2025

MOUNTAIN VIEW-EDGEWOOD WATER COMPANY

By: 
Its: General Manager



City Of Edgewood Council Agenda Summary Sheet

Subject: AB25-0683 - Ordinance 25-0683, Allowing for Alcohol Use at Certain Events	Agenda Item #: 5.G
	For Agenda of: 6/10/2025
	Prepared by: Jeremy Metzler
Attachments (list): 1. Ordinance 25-0683	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 6/4/2025 Dave Olson, Mayor 6/5/2025	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 05/06/2025 SS 06/03/2025 SS 06/10/2025 RCM

Summary Statement:

EMC 12.10.050(L) currently does not allow the possession, display, or consumption of alcohol in any city park. Outdoor alcohol services in public spaces are also regulated under Washington Administrative Code (WAC) 314-03-200. The City's insurance pool, Washington Cities Insurance Authority (WCIA), requires Liquor Liability insurance for any parties that are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages that are made available for consumption on City-owned premises, whether sold or not, as well as other possible requirements.

Following discussion with Council at the May 6, 2025 study session, staff has prepared the attached ordinance for review and consideration, proposing an amendment to EMC 12.10.050(L).

Item History:

N/A

Recommended Action:

MOTION to adopt **AB25-0683** - Ordinance 25-0683, Allowing for Alcohol Use at Certain Events

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 25-0683

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATING TO CITY PARK REGULATIONS; ALLOWING FOR ALCOHOL USE AT CERTAIN EVENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Edgewood adopted EMC Chapter 12.10, Park Regulations under Ordinance 19-0565 on November 26, 2019; and

WHEREAS, EMC Section 12.10.045 was adopted under Ordinance 24-0663 to allow certain types of events at city parks that are sponsored or co-sponsored by the City or other government agencies and that provide a public benefit; and

WHEREAS, recent interest has been expressed by the public for allowing beer gardens, spirit sampling, and other similar alcohol-based uses at events held in city parks, as said uses are already regulated and routinely allowed by other agencies; and

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

WHEREAS, the City Council discussed this Ordinance during its June 3, 2025 study session; and

WHEREAS, the City Council considered this Ordinance during a regular meeting on June 10, 2024;

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

Section 1. EMC 12.10.050(L) Amended. EMC Section 12.10.050(L) relating to the use of alcohol in City parks is hereby amended to read as follows:

L. Alcohol, Intoxication. Unless otherwise authorized pursuant to a valid permit, license or other government approval, No person shall possess, display or open and/or consume alcoholic beverages in any city park. ~~or~~ With or without said authorization, no person shall be intoxicated while in, remaining in or loitering about any city park.

Section 2. Corrections. Upon the approval of the city attorney and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

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 and shall take effect and be in full force five (5) days after publication as provided by law.

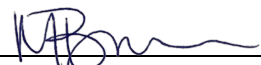
PASSED BY THE CITY COUNCIL ON THE 10TH DAY OF JUNE, 2025

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:



Maili C. Barber, City Attorney

Date of Publication: June 13, 2025
Effective Date: June 18, 2025