



**CITY OF EDGEWOOD  
COUNCIL STUDY SESSION AGENDA**

Tuesday, March 17, 2026 – 7:00 PM ♦ 10440 Dom Calata Way E ♦ Edgewood, WA  
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

---

- 1. CALL TO ORDER**  
Roll Call, Pledge of Allegiance
- 2. COUNCIL BUSINESS**
  - A. Franchise Agreement - Zply Fiber
  - B. Economic Development Advisory Board Updates
  - C. Special Events Code
  - D. Transportation Impact Administrative Fees
  - E. Multi-Family Tax Exemptions
  - F. Newsletter Discussion
  - G. Council Retreat Discussion
- 3. COUNCIL COMMENTS**
- 4. ADJOURN**

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



**City Of Edgewood  
Council Agenda Summary Sheet**

<b>Subject:</b> Franchise Agreement - Ziplly Fiber	<b>Agenda Item #:</b> 2.A
	<b>For Agenda of:</b> 3/17/2026
	<b>Prepared by:</b> Chuck Hendricksen

**Attachments (list):**  
1. 2026.03.10 Ziplly Fiber Pacific Edgewood Franchise - FINAL (2)

<b>Approval of Materials:</b> Chuck Hendricksen Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor	03/12/2026 03/12/2026	<b>Expenditure Required:</b> N/A
		<b>Amount Budgeted:</b> N/A
		<b>Timeline:</b>

**Summary Statement:**

This is a franchise agreement granting Ziplly Fiber and it's subsidiaries the right to use City of Edgewood right of way for providing fiber services.

**Item History:**

**Recommended Action:**

Hold a discussion and provide staff guidance regarding Franchise Agreement - Ziplly Fiber

**Fiscal Note/Consideration:**

N/A

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, GRANTING UNTO ZIPLY FIBER PACIFIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE AGREEMENT FOR TELECOMMUNICATIONS.**

**WHEREAS**, Ziplly Fiber Pacific, LLC, a Delaware limited liability company (“Grantee”) has applied to the City of Edgewood (“City”) for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, expressly to install, construct, erect, operate, maintain, repair, relocate, and remove its telecommunications facilities in, on, over, under, along, and/or across those right(s)-of-way; and

**WHEREAS**, following proper notice, the City Council held a public hearing on Grantee’s request for a Franchise, affording opportunity for comment by any and all persons desiring to be heard; and

**WHEREAS**, from information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

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

**Section 1.     Grant of Right to Use Franchise Area**

A.     Subject to the terms and conditions stated herein, the City grants to the Grantee a non-exclusive Franchise to enter, occupy, and use public ways for constructing, installing, operating, maintaining, repairing, and removing wireline Facilities necessary to provide telecommunications services, on property located within the corporate boundaries of the City of Edgewood, as specified in Exhibit A, attached hereto and incorporated by reference (the "Franchise Area"). Except as expressly provided otherwise in this Franchise, Grantee shall construct, install, maintain, repair, and remove its Facilities at its expense.

B.     The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate, and repair telecommunications Facilities and all necessary appurtenances thereto, (“Grantee Facilities”) in, along, under and across the Franchise Area.

C.     This Franchise does not authorize the use of the Franchise Area for any Facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any Facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, unless the City determines that entering into such agreements interferes with Grantee's right set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain. In any proceeding under eminent domain, and in accordance with all applicable laws, the City will remit the fair market value of any Franchisee Facilities acquired, but in no instance will any value be attributed to the right to occupy the Franchise Area.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. As set forth in EMC 12.06, Grantee must first obtain a right-of-way use permit in the event it desires to occupy Public Ways. Nothing contained herein shall relieve Grantee from the requirements for obtaining permits as more fully set forth in Section 6 below.

I. Nothing in this Franchise grants authority to Grantee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing, or removing wireless communication Facilities.

J. Nothing in this Franchise grants authority to Grantee to enter, occupy, or use City Property. If Grantee desires to use City Property, including poles and structures within the public ways, it shall negotiate a separate lease or license agreement with the City.

K. Any rights, privileges, and authority granted to Grantee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Grantee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

L. Nothing in this Franchise excuses Grantee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.

M. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Grantee of any obligation to pay lawfully imposed taxes, charges, or fees.

N. Nothing in this Franchise grants authority to Grantee to impair or damage any City Property, Public Way, other ways or other property, whether publicly or privately owned, except as provided herein.

O. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of Facilities or to modify public ways to accommodate the Grantee's Facilities.

P. Nothing in this Franchise grants authority to Grantee to provide or offer Cable Service.

Q. Nothing in this Franchise grants authority to Grantee to provide or offer personal wireless services to the general public.

R. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third-party user of Grantee's Facilities or to otherwise recognize or create third party beneficiaries to this Franchise.

**Section 2.** Notice

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

City: City Clerk  
10440 Dom Calata Way. E.  
EDGEWOOD, WA 98372-0101

with a copy to: Public Works Director  
10440 Dom Calata Way. E.  
EDGEWOOD, WA 98372-0101

Grantee: Zply Fiber Pacific, LLC  
135 Lake Street South, Suite 155  
Kirkland, Washington 98033  
[legal@zply.com](mailto:legal@zply.com)

B. Grantee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Grantee shall cooperate with the City and make best efforts to immediately respond to minimize damage, protect the health safety of the public and repair Facilities to restore them to proper working order. Annually, on request of the City, Grantee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

C. Any changes to the above-stated Grantee information shall be sent to the City Clerk, with copies to the City Public Works Director, referencing the title of this agreement.

**Section 3. Term of Agreement**

A. This Franchise shall run for a period of five (5) years, consistent with EMC 12.06.040, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for three (3) additional five (5) year periods upon submission and approval of the application for such renewal. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the City Code.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

**Section 4. Definitions**

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the City of Edgewood Municipal Code unless inconsistent herewith.

“Cable Service” has the meaning set forth in, 47 U. S. C. § 522(6).

“City” means the City of Edgewood, Washington, and all departments, divisions, employees, and agencies thereof.

“City Property” means and includes all real property owned by the City, other than public streets and utility easements as those terms are defined herein, and all property held in a proprietary

capacity by the City, which is not subject to right-of-way use permitting and franchising as provided herein.

“Conduit” means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

“Costs” means costs, expenses, and other financial obligations of any kind whatsoever.

“Days” means calendar days.

“Effective Date” means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

“EMC” or “City Code” means the City of Edgewood Municipal Code.

“Emergency” means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots or wars.

“Existing” means in actual physical being upon the effective date of this Franchise, or a repair or replacement of such physical being.

“Facilities” means all of the plant, equipment, fixtures, appurtenances, and other Facilities necessary to furnish and deliver telecommunications services including but not limited to poles with crossarms, poles without crossarms, and signal lines and equipment, braces, guys, anchors, conduits, vaults, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

“Fiber Optics” means the technology of guiding and projecting light for use as a communications medium.

“Grantee” means Network FiberCo, LLC as operated by Ziplly Fiber Pacific, LLC and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

“Grantee Services” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. For clarity, Grantee Services includes the provision of internet access service as such term is defined in RCW 35.99.010.

“Maintenance” or “Maintain” shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Optical Cable” means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

“Overhead Facilities” means electric utility and communications Facilities located above the surface of the ground, including the underground supports and foundations for such Facilities.

“Person” means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals and includes their lessors, trustees and receivers, but not the City.

“Personal Wireless Services” means commercial mobile radio services as defined by federal laws and regulations.

“Public Street” means any highway, street, alley or other public right-of-way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to transportation purposes. For the purposes of this section, the term “alley” shall have its ordinary meaning and shall generally be considered to mean a public right-of-way which affords a secondary means for vehicular or utility access to abutting property and which is not intended for general traffic circulation.

“Public Way” or “Public right-of-way” means and includes the public streets and easements which, under the EMC (City ordinances), and applicable laws, the City has authority to grant franchises, permits, or leases for use thereof, or has regulatory authority thereover, and as may be more specifically defined in the franchise, permit, or lease granting any right to or use thereof. Public ways for the purpose hereof do not include buildings, parks, poles, or similar Facilities or property owned by or leased to the City, including, by way of example and not limitation, structures in the public way such as utility poles and light poles.

“Relocation” means permanent movement of Grantee Facilities required by the City, and not temporary or incidental movement of such Facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Relocation” also means to protect, support, temporarily disconnect, relocate, or remove Facilities.

“Standards” means the Design and Construction Standards and Specifications for Public Works Improvements, latest edition at the time of submission of each right-of-way permit associated with this Franchise Agreement.

“Street Tree” means any tree located in, or that portion over hanging, any public way and any tree planted on private property near a public way at the direction of the City.

“Telecommunications Service” has the meaning set forth in 47 U.S.C. § 153(53).

“State” means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

“Underground Facilities” means utility and communications Facilities located under the surface of the ground, excluding the underground foundations or supports for overhead Facilities.

“Utility Facilities” means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, plant and equipment located under, on or above the surface of the ground within the public ways of the City and used or to be used for the purpose of providing utility, communications services.

**Section 5. Acceptance of Franchise**

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “B,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, “Franchise Acceptance”).

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the Effective Date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

**Section 6. Construction and Maintenance**

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under applicable City Code provisions for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is undertaking its activity. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

C. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and Grantees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

D. General Standards.

i. All work authorized and required hereunder shall be done in a safe, thorough, and professional manner. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good engineering practice and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. Grantee shall endeavor to maintain all equipment lines and Facilities in an orderly

manner, including, but not limited to, the removal of bundles of unused cables.

- ii. All construction shall be subject to the City's permitting process.
- iii. Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.
- iv. Grantee will take prompt corrective action if it finds that any Facilities or equipment are not operating as expected, or if it finds that Grantee Facilities and equipment do not comply with the requirements of this Franchise or Applicable law.
- v. Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.
- vi. Grantee shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf, as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.
- vii. The City may inspect any of Grantee's Facilities, equipment, or construction located in the Rights-of-Way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer, and repair the unsafe condition(s) if Grantee fails to do so, and to charge Grantee for its costs.
- viii. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. Grantee shall be liable for all costs incurred by the City and associated with Grantee's violation and the City's issuance of the stop work order.

E. The City expressly reserves the right to prescribe where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

F. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

G. **Tree Trimming.** Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

H. **Work in the Right-of-Way, on other public property, near public property, or on or near private property** shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Facilities shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other Facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Facilities shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

I. Grantee shall provide and use any equipment and Facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its Facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated as required by the City.

#### **Section 7. Repair and Emergency Work**

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances. Grantee shall notify the City in writing and

apply for appropriate permits within forty-eight (48) hours after discovery of the emergency if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

**Section 8. Damages to City and Third-Party Property**

Grantee agrees that if any of its actions under this Franchise impairs or damages any City Right of Way, property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property (etc.) to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. Such repair work shall be performed and completed to the satisfaction of the City Engineer. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within sixty (60) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Grantee shall pay the City.

**Section 9. Location Preference**

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. The City reserves the right to deny priority to any of the Grantee's Facilities that interfere with any planned City utilities. However, to the extent that the Grantee Facilities are completed and installed prior to another non-City utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. All City utilities and road infrastructure, whether existing or future, shall have priority over the Grantee. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City Facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

**Section 10. Grantee Information**

A. Within thirty (30) days of a request from the City, Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation

inventory, and maps and plans showing the location of existing or planned Facilities within the City. Said information may be requested either in hard copy or electronic format. Grantee shall cooperate with the City to furnish this information in an electronic mapping format compatible with the current City electronic mapping format. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. Grantee shall reasonably cooperate in City's planning efforts, including working with the City in its development of its Comprehensive Plan Utilities Element.

C. The parties understand that Washington State law limits the ability of the City to shield from public disclosure any information given to the City. The City of Edgewood must comply with RCW 42.56 ("Washington's Public Records Act"). Accordingly, the City agrees to notify the Grantee of requests for public records of the information provided pursuant to this Section, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records. The City shall comply with any injunction or court order obtained by Grantee which prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order, Grantee shall reimburse the City for any fines or penalties imposed for failure to disclose such records within forty-five (45) days of a request from the City. Notwithstanding any injunction obtained by Grantee, nothing in this Section prohibits the City from otherwise complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be held liable to Grantee for compliance with any law or court order requiring the release of public records. The City will not assert any exemptions from disclosure or production on Grantee's behalf.

D. Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the City has notified Grantee of the pending request.

**Section 11. Relocation of Grantee Facilities**

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its Facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and hold harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

B. The City shall have the right to require Grantee to, at the City's request, locate (which may include potholing) and survey Grantee's Facilities and equipment, relocate, remove,

replace, modify or disconnect Grantee's Facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of or the request to locate Grantee's Facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered shall be borne by Grantee. Such work shall be performed at Grantee's expense.

C. Except when a shorter time is necessitated due to an emergency, Grantee shall, within thirty (30) days' written notice by the City, or such longer period as the City may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its Facilities and equipment located in the Rights-of-Way or on any other property of the City. In the event of any capital improvement project exceeding five hundred thousand dollars (\$500,000.00) in expenditures by the City, which requires the removal, replacement, modification, or disconnection of Grantee's Facilities or equipment, the City shall provide at least one hundred twenty (120) days' written notice to Grantee. Following notice by the City, if other users of the Right-of-Way relocate aerial Facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial Facilities contemporaneously with other utilities. If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City will work collaboratively with Grantee to identify available alternate locations within the Rights-of-Way for Grantee to relocate its Facilities at Grantee's cost, except as otherwise provided in RCW 35.99.060.

D. If Grantee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the City due to Grantee's delay. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall reimburse the City. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's Facilities and equipment, and that delay results in any delay damage accrued by or against the City, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act.

**Section 12.**     Abandonment and/or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the Grantee's discretion, either abandon in place or remove the affected Facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

C. Whenever Grantee intends to discontinue using any Facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the Facility and the date on which Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the Right-of-Way or modify the Facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility. If Grantee abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever including, but not limited to, Access purposes.

D. Removal of unauthorized facilities shall comply with EMC 12.06.160.

### **Section 13. Undergrounding**

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City. Where the City requests relocation of Underground Facilities for aesthetic purposes, the cost of relocation shall be paid by the City. In other cases, where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility Facilities being undergrounded.

### **Section 14. Limitation of Liability, Indemnification and Hold Harmless**

A. The Grantee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or Grantee's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, and per EMC 12.06.216, provided that the City shall give Grantee timely written notice of its obligation to indemnify the City. Grantee shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than Grantee.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work. Should a court of competent jurisdiction determine that this Franchise 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 Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee'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 Franchise Agreement.

F. Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Grantee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

G. Unless directly and proximately caused by the negligence or willful act of the City, the City shall not be liable for any damage to or loss of any Facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

H. In the event Grantee refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and Grantee's refusal is subsequently determined by a court having jurisdiction ( or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

**Section 15. Insurance**

A. Grantee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Grantee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as an additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Grantee:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$5,000,000.00 per accident. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance, in form as broad as ISO occurrence form CG 00 01, with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a \$2,000,000.00 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. 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 26 07 09 if the franchise agreement is considered a master permit, or CG 20 26 07 04 if it is not, and additional insured Completed Operations endorsement CG 20 37 10 01 or substitute endorsement providing at least as broad of coverage.

3. Contractors Pollution Liability insurance, in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000, shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Grantee. 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.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. 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.

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

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

2. Grantee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

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

D. Verification of Coverage. Grantee shall furnish the City with certificates and required endorsements, evidencing the insurance requirements of this Section 15 within thirty (30) days of the Effective Date of this Franchise.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. However, any such self-insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance or

otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

G. Subcontractors. Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Grantee-provided insurance as set forth herein, except Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Grantee 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.

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

I. Coverage Scope. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be primary.

## **Section 16. Performance Security**

A. The Grantee shall provide the City with a performance bond in the amount of Fifty Thousand Dollars (\$50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. The bond shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section. If the bond is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of Facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee's liability to the guaranteed amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

B. After the giving of notice by the City to Grantee, and expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

1. Failure of Grantee to pay the City sums due under the terms of this Franchise;
2. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and
3. Damages assessed against Grantee as provided in this Franchise.

C. Restoration Bond. In lieu of a restoration bond pursuant to EMC 12.06.218, in addition to a performance bond, Grantee 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 professional manner, and in full compliance with all applicable regulatory standards.

**Section 17. Successors and Assignees**

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be assigned, transferred, disposed of by sale, lease, merger, consolidation, or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.

D. In the case of an assignment or transfer not subject to WUTC approval, prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of

compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

**Section 18. Dispute Resolution**

A. In the event of a dispute between the City and the Grantee arising by reason of this Franchise Agreement, the dispute shall first be referred to the operational officers or representatives designated by City and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington or the appropriate U.S. District Court. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

**Section 19. Enforcement and Remedies**

A. If the Grantee shall materially violate or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot reasonably be cured within thirty days, the Grantee will be provided a longer period provided that Grantee commences work on the cure within the original thirty-day cure period and makes reasonable efforts to complete the work. If Grantee does not comply with the specified conditions, the City may claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the performance bond in Section 16 for every day after the expiration of the cure period that the breach is not cured. The assessment does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or Applicable law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by the City by reason of the breach of this Franchise.

B. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

C. In addition, notwithstanding any other legal or equitable remedy available under this Franchise or any Applicable law, after notice and a hearing, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance, or document regarding the Grantor and Grantee;

(2) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

(3) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(4) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

**Section 20. Compliance with Laws and Regulations**

A. This Franchise is subject to, and the Grantee shall comply with all applicable City Ordinances, federal and state laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal and state laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach an agreement as to the terms of the amendment within thirty (30) days of the call for negotiations and the proposed amendment is required by law, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

**Section 21. License, Tax and Other Charges**

A. This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

B. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. The RCW is supplemented by EMC 12.06.070. Grantee does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

C. Grantee shall be subject to a \$5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.

D. If Grantee provides telephone or other utility services to customers within the City, Grantee shall become subject to the City's utility tax.

E. If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

**Section 22. Severability**

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

**Section 23. Titles**

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

**Section 24. Implementation.**

The Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 25. Miscellaneous Provisions**

A. Publication Costs to be Borne by Grantee. Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

B. Binding Effect. This Franchise shall be binding upon the Parties hereto, their permitted successors and assigns.

C. No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

D. Waiver. The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor 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.

E. Reasonableness of Consent or Approval. Whenever under this Franchise “reasonableness” is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, professional and ethical standards, as well as business and economic considerations.

F. Entire Agreement. This Franchise and all Exhibits represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the Parties.

G. No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

H. Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise, nor the exercise thereof, shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

I. No Monetary Recourse Against the City. Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State, and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under Applicable law.

J. Preferential or Discriminatory Practices Prohibited. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees

to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State, and local laws, and in particular, FCC rules and regulations relating thereto.

K. Eminent Domain. This Franchise is subject to the power of eminent domain. In any proceeding under eminent domain, the Franchise itself shall have no value.

**Section 26.** Effective date.

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE \_\_\_\_\_ TH DAY OF \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Dave Olson, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Jill Schwerzler-Herrera, CMC  
City Clerk

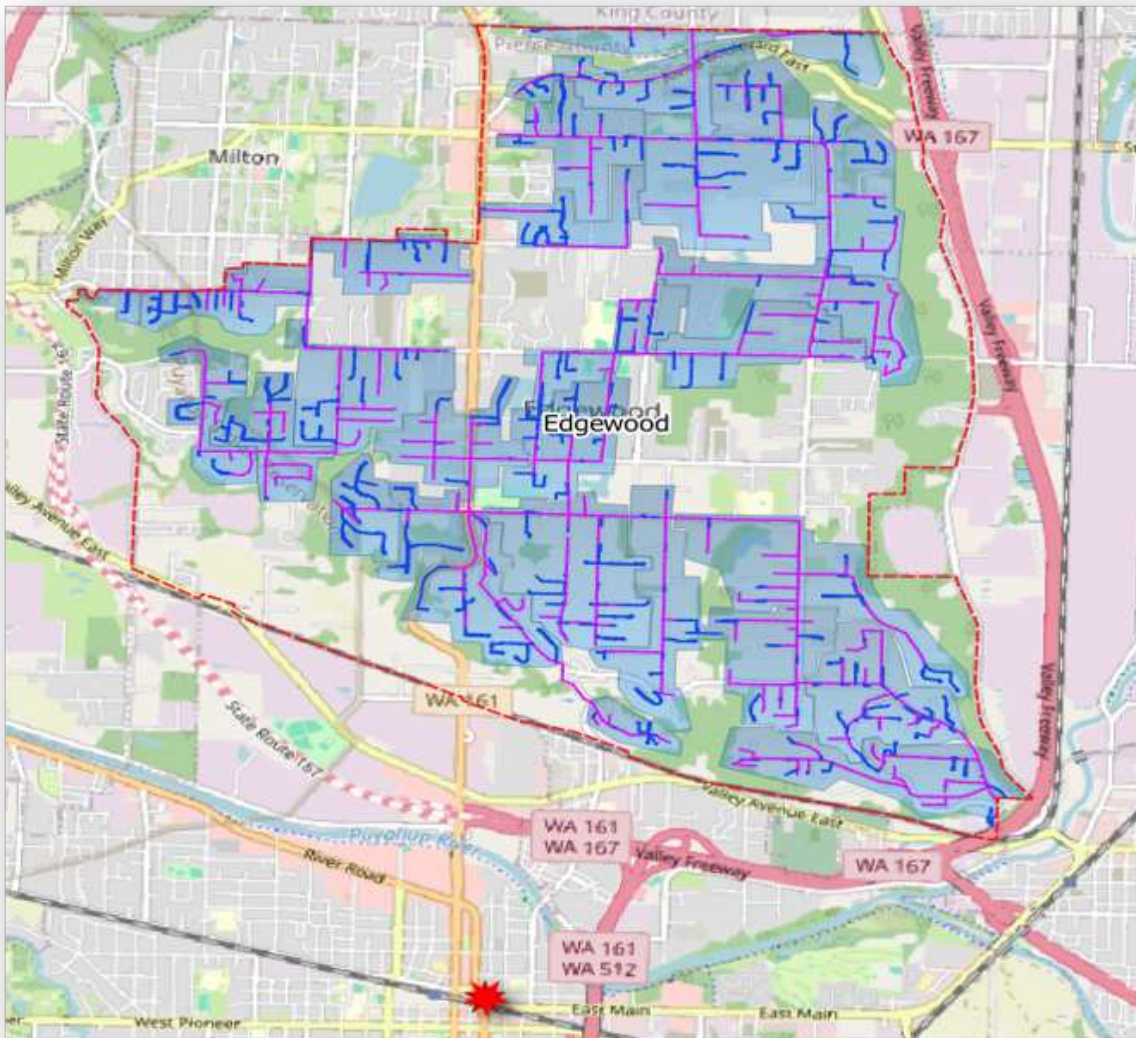
APPROVED AS TO FORM:

\_\_\_\_\_  
Maili C. Barber, City Attorney

Published: \_\_\_\_\_

**EXHIBIT A**  
**FRANCHISE AREA**

0



**EXHIBIT B**

**STATEMENT OF ACCEPTANCE**

Ziply Fiber Pacific, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Ziply Fiber Pacific, LLC

By: *Jessica Epley*

Date: 03/10/2026

Name: Jessica Epley

Title: Vice President – Regulatory & External Affairs



**City Of Edgewood  
Council Agenda Summary Sheet**

<b>Subject:</b> Economic Development Advisory Board Updates	<b>Agenda Item #:</b> 2.B
	<b>For Agenda of:</b> 3/17/2026
	<b>Prepared by:</b> Jeremy Metzler

**Attachments (list):**

<p align="center"><b>Approval of Materials:</b></p> Jeremy Metzler Rachel Pitzel, Assistant City Administrator      03/11/2026 Dave Olson, Mayor      03/11/2026	<b>Expenditure Required:</b> N/A
	<b>Amount Budgeted:</b> N/A
	<b>Timeline:</b> Monthly Report to Council, 2nd Study Session

**Summary Statement:**

The Economic Development Advisory Board (EDAB) last met on Monday, March 2, 2026, and the materials can be found here: <https://edgewoodwa.portal.civicclerk.com/event/1203/files/agenda/2682>.

The meeting started with a brief recap of the 2026 Work Plan and last month's joint meeting with the City Council, thanking members for their effort and contributions. Chair Morgan then continued facilitating discussion regarding the city's economic development webpage, diving into potential content for businesses, both small and large, and next steps. Staff then touched on pending code updates for home-based businesses and licensing requirements. Finally, staff revisited some minor amendments to the EDAB procedures in code for confirmation and potential recommendation at next month's meeting.

**Item History:**

This is a reoccurring agenda item every second study session of the month.

**Recommended Action:**

Hold a discussion regarding Economic Development Advisory Board Updates

**Fiscal Note/Consideration:**

N/A



**City Of Edgewood  
Council Agenda Summary Sheet**

<b>Subject:</b> Special Events Code	<b>Agenda Item #:</b> 2.C
	<b>For Agenda of:</b> 3/17/2026
	<b>Prepared by:</b> Jeremy Metzler
<b>Attachments (list):</b>	
1. SIGNED PC Recommendation - Special Events Code 2. DRAFT Special Event Ordinance (2026-03-17)	
<b>Approval of Materials:</b>	<b>Expenditure Required:</b>
Jeremy Metzler	N/A
Rachel Pitzel, Assistant City Administrator      03/11/2026	<b>Amount Budgeted:</b>
Dave Olson, Mayor      03/11/2026	N/A
	<b>Timeline:</b>
	03/17/2026 SS
	03/24/2026 RCM

**Summary Statement:** Edgewood Municipal Code (EMC) currently requires a Temporary Use Permit for special events. EMC 18.50.070(A) states:

*The provisions of this section are designed to provide standards and criteria for temporary relief to situations resulting from strict application of this title. Provisions authorizing temporary uses are intended to permit occasional temporary uses, activities and structures when consistent with the purpose of this title and when compatible with the general vicinity and adjacent uses.*

While this section of code provides reasonable guidance for temporary uses in general, staff has found in practice that it lacks clarity relating to special events and only pertains to the regulations contained in EMC Title 18. Also, EMC Section 12.10.045, *Government sponsored or co-sponsored events in city parks*, was adopted in 2024 as a stop-gap measure to more appropriately administer special events on city-owned park property, but it does not address special events held on other city-owned property or in public right-of-way.

The attached draft ordinance and code provides more clarity for special events without confusing or overburdening the temporary use code provisions, developed by using the model ordinance from the City’s insurance pool, as well as considering example codes from other nearby jurisdictions. Staff’s intent with the attached draft ordinance is to formalize a more accessible and comprehensive alternative to the Temporary Use Permit process for special events held on city-owned property and public rights-of-way. Staff has incorporated provisions from other agency examples into the draft ordinance, and staff proposes striking conflicting provisions from the temporary use regulations under Title 18 as shown.

Staff issued a SEPA Determination of Nonsignificance (DNS) on January 23, 2026, with the SEPA public comment period ending with a public hearing at the February 9, 2026 Planning Commission Meeting. One comment was received from the Puyallup School District relating to applicability for school and school-based organization events on district property, and while staff confirmed their concerns were addressed by the draft

code recommended by the Planning Commission, staff has added one clarifying clause to the attached draft ordinance, highlighted in yellow. No other comments were received, and the SEPA determination was not appealed.

Finally, the application review fee for a Temporary Use Permit is currently \$500, while review fees for special event permits in neighboring jurisdictions are significantly lower, possibly in an effort to recognize the economic development and community value these events provide. Creating this new section of code specific to special event permitting will allow for a new fee to be established. Staff recommends establishing an \$80 application fee with the pending Fee Schedule Update, and here are some nearby examples for consideration:

- [Puyallup](#): \$80 application fee, standard insurance required, and additional time & material charges for city resources if needed
- [Sumner](#): No application fee, but 50% to 100% of City labor costs may be charged for the permit
- [Auburn](#): No application fee, but other permits and staff time & material charges may be required with permit

**Item History:**

Planning Commission Meetings:

December 8, 2025 – [Introduction Materials](#), [Recording](#)

January 12, 2026 – [Discussion Materials](#), [Recording](#)

February 9, 2026 – [Public Hearing Materials](#), [Recording](#)

March 9, 2026 – [Action Item Materials](#), [Recording](#)

**Recommended Action:**

Hold a discussion and provide staff guidance regarding Special Events Code

**Fiscal Note/Consideration:**

N/A



CITY OF EDGEWOOD  
PLANNING COMMISSION  
RECOMMENDATION

---

The Planning Commission voted 4-0 to recommend that the City Council adopt the proposed draft Special Events Code and associated amendments to EMC Titles 12 and 18.

RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION  
ON THE 9TH DAY OF MARCH 2026.

  
\_\_\_\_\_  
JoAnn Overfield  
Planning Commission Chair

Attest by:

  
\_\_\_\_\_  
Jeremy Metzler, PE  
Community Development Director

**ORDINANCE NO. 26-0xxx**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, CREATING EDGEWOOD MUNICIPAL CODE CHAPTER 12.09, SPECIAL EVENTS PERMITTING; AMENDING EDGEWOOD MUNICIPAL CODE SECTION 18.50.070, TEMPORARY USE PERMITS; AMENDING EDGEWOOD MUNICIPAL CODE SECTION 12.10.045; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, there has been express interest in community events, such as parades, fun runs, and other organized events, within the City of Edgewood; and

**WHEREAS**, while the City has regulations for temporary use permits, it currently lacks a special events permitting ordinance to ensure the appropriate public services (such as traffic control) are available for such events; and

**WHEREAS**, the City Council of the City of Edgewood finds it in the interest of the public health and safety to amend the Edgewood Municipal Code to provide for clear, consistent policies and procedures for Special Events permitting;

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

**Section 1. New EMC Ch. 12.09, Special Events Permitting, Adopted.** The City of Edgewood Municipal Code (EMC) is hereby amended by adoption of a new EMC Chapter 12.09, Special Events Permitting, to read in the form included on Exhibit A, attached hereto and incorporated by reference.

**Section 2. EMC Section 18.50.070 Amended.** In order to ensure clarity and consistency, EMC Section 18.50.070, Temporary use permits, is hereby amended as detailed in Exhibit B, attached hereto and incorporated by reference.

**Section 3. EMC Section 12.10.045 Amended.** In order to ensure clarity and consistency, EMC Section 12.10.045, Government sponsored or co-sponsored events in city parks, is hereby amended as detailed in Exhibit C, attached hereto and incorporated by reference.

**Section 4. 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 5. 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 6. 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 24TH DAY OF MARCH, 2026**

\_\_\_\_\_  
Dave Olson, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Jill Schwerzler-Herrera, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Maili C. Barber, City Attorney

*Date of Publication:* 03/27/2026  
*Effective Date:* 04/01/2026

**NEW Chapter 12.09  
SPECIAL EVENTS PERMITTING**

**12.09.010 Purpose and intent.**

The purpose of this chapter is to provide reasonable supervision of any movement of persons or vehicles within the limits of the city by way of runs, parades, street dances, and other similar special events, for the protection of persons and property. The intent of this chapter is to allow community-based organizations to sponsor special events on public thoroughfares and in parks, and to provide guidelines that protect the public’s health, safety and welfare. Events held on private property that may affect or impact public property or thoroughfares may be subject to the temporary use permit requirements under EMC 18.50.070.

**12.09.020 Definitions.**

“Applicant” means any person or organization who seeks a Special Event permit from the City to conduct or sponsor a Special Event governed by this section. An Applicant must be 18 years of age or older.

“City” means the City of Edgewood.

“Event Sponsor” means the Person responsible for the Special Event to be held.

“Person” means any person, firm, partnership, association, corporation, company, or organization of any kind.

“Significant Impact on City Services” means a material increase in the amount, scope, or level of necessary fire, police, traffic control, crowd control, or other public services above those that would normally be required without the event. With respect to police resources, significant impact on City services means resources for crowd management or traffic control required for an event over and above the normal deployment of police in that geographic area of the City at the time of day during which the event will occur.

“Significant Impact on Public Property” means an event would preclude in whole or in substantial part the public’s normal and customary use of such public property, including but not limited to, public rights-of-way.

“Special Event(s)” include any activity which is to be conducted on city-owned property (including a public right-of-way) that would have a direct significant impact on traffic congestion, or traffic flow to and from the event over public streets or rights-of-way, or would require a Significant Impact on City Services, such as police, fire, or medical aid. Any event on private property that involves an open invitation to the public to attend or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a Significant Impact on Public Property or Significant Impact on City Services, and are subject to the temporary use permit requirements under EMC 18.50.070. Special Events may include but are not limited to: fun runs/walks, athletic competitions, auctions, bike-a-thons, public fundraisers, parades, carnivals, festivals, shows, or exhibitions, film/movie events, circuses, block parties and fairs.

“Special Events Protected Under the First and/or Fourteenth Amendments” include any event involving political or religious activity intended primarily for the communication or expression of ideas.

“Use” shall mean to construct, erect, or maintain in, on, over, or under any street, right-of-way, park, or other public place, any building, structure, sign, equipment, or scaffolding, to deface any public right-of-way by painting, spraying, or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park, or other public place within the City, including a use related to Special Events.

**12.09.030 Permit required.**

A. A Special Event permit is required for any Special Event as defined herein. A safety plan is required to be submitted with an application for a Special Event permit and the appropriate application fee set forth in the City’s

1 fee schedule. Such Special Event permit and safety plan shall be in addition to any street use, or any other regular  
2 permits as may be required by ordinance.

3 B. For Special Events Protected Under the First and/or Fourteenth Amendments, the Special Event permit  
4 application shall be processed reasonably promptly, without charging a fee, and without imposing conditions that  
5 impermissibly infringe upon constitutionally protected rights pursuant to EMC 12.09.070.

6 C. Exemptions: A Special Event permit will not be required for the following activities on city-owned property or  
7 public right-of-way:

8 1. Special Events that occur exclusively on city-owned property and are sponsored or conducted in full by the  
9 City of Edgewood as set forth in EMC 12.10.045;

10 2. Funeral and wedding processions;

11 3. Groups required by law to be so assembled;

12 4. Gatherings of 50 or fewer people outside of a public right-of-way, unless merchandise or services are  
13 offered for sale or trade; and

14 5. The exhibition of films or motion pictures outside of a public right-of-way.

15 D. Any person desiring to sponsor a Special Event must apply for a Special Event permit by filing an application  
16 with the City at least thirty (30) days, but no more than three hundred sixty-five (365) days, prior to the date on  
17 which the event is to occur, unless a shorter timeframe is permitted by this Chapter.

18 E. Waiver of Application Deadline. Upon a showing of good cause or at the discretion of the City, the City shall  
19 consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the  
20 application and obtain police and other City services for the Special Event. Good cause can be demonstrated by the  
21 Applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the  
22 participants to file within the time prescribed, and the event is a Special Event Protected Under the First and/or  
23 Fourteenth Amendments.

24 F. Issuance of a Special Event permit under this chapter does not obligate or require the City to provide services,  
25 equipment, or personnel in support of a Special Event.

26 **12.09.040 Grounds for denial of application.**

27 A. The City may deny an application for a Special Event permit if:  
28

29 1. The Applicant provides false or misleading information;

30 2. The Applicant fails to complete the application or to supply other required information of documents or the  
31 Applicant declares or shows an unwillingness or inability to comply with the reasonable terms or  
32 conditions contained in the proposed permit;

33 3. The proposed Special Event would conflict with another proximate Special Event, interfere with  
34 construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of  
35 abutting property;

36 4. The proposed Special Event would unreasonably disrupt the orderly or safe circulation of traffic and would  
37 present an unreasonable risk of injury or damage to the public; or

38 5. There are not sufficient safety personnel or other necessary City staff to accommodate the Special Event.

39 B. In the event either subsection (3) or (4) above applies, the City shall offer the Applicant the opportunity to submit  
40 an alternative date, time, or place for the proposed Special Event before denying the application.

1 **12.09.050 Permit conditions.**  
2

3 A. The City may condition the issuance of a Special Event permit by imposing reasonable requirements concerning  
4 the time, place, and manner of the event, and such requirements as are necessary to protect the safety and rights of  
5 persons and property, and the control of traffic. The City may apply the following conditions to all Special Event  
6 permits:

- 7 1. Alteration of the time, place, and manner of the Special Event proposed on the application;
- 8 2. Conditions concerning the area of assembly and disbanding of an event occurring along a route; and/or
- 9 3. Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the Special  
10 Event to only a portion of the street or right-of-way.

11 B. Further, conditions that may be applied to all Special Events that are not Special Events Protected Under the First  
12 and/or Fourteenth Amendments include, but are not limited to:

- 13 1. Requirements for the use of traffic cones or barricades;
- 14 2. Requirements for the provision of first aid and/or sanitary facilities;
- 15 3. Requirements for use of event monitors and providing notice of permit conditions to event participants;
- 16 4. Restrictions on the number and type of vehicles, animals, or structures at the event, and inspection and  
17 approval of floats, structures, and decorated vehicles for fire safety;
- 18 5. Compliance with animal protection ordinances and laws;
- 19 6. Requirements for use of garbage containers, cleanup, and restoration of City property;
- 20 7. Restrictions on the use of amplified sound and compliance with noise ordinances, regulations, and laws;
- 21 8. Notice to affected residents and/or businesses regarding any activity that would require a street closure or  
22 may otherwise impede reasonable access to their homes and/or businesses no less than ten (10) days before  
23 the event, including the date, time, and general purpose of said event;
- 24 9. Restrictions on the sale and/or consumption of alcohol;
- 25 10. Elimination of an activity that cannot be mitigated to a point as to ensure public safety and welfare, or that  
26 causes undue liability risk to the City;
- 27 11. Requirements regarding the use of City personnel and equipment;
- 28 12. Requirements for liability insurance and additional insured endorsements naming the City as an additional  
29 insured;
- 30 13. Requirements for a City of Edgewood business license endorsement pursuant to EMC 5.05.040;
- 31 14. Compliance with any other applicable federal, state, or local law or regulation; and/or
- 32 15. Payment of Special Event fees.

1 **12.09.060 Appeal procedure.**  
2

3 A. The Applicant shall have the right to appeal the denial of a Special Event permit or a permit condition. The  
4 Applicant shall also have the right to appeal the amount of fees or clean-up deposits imposed, or a determination by  
5 the City that the submitted insurance does not comply with the requirements specified within this Chapter.

6 B. An Administrative Appeal shall be filed with the City Clerk within three (3) business days after receipt of a  
7 notice of denial or permit conditions from the City. The Appeal shall set forth the specific grounds for the appeal  
8 and attach any relevant documents for consideration. It shall also be accompanied by the requisite appeal fee, as set  
9 by the City's fee schedule. The City Clerk shall forward the Appeal to the Mayor, who shall hear the appeal on the  
10 record provided from the designated City official. The hearing shall be scheduled no later than thirty (30) days after  
11 receipt of a timely and proper Appeal.

12 **12.09.070 Special events protected under the First and/or Fourteenth Amendments.**  
13

14 No fee, deposit, indemnification agreement, or insurance requirements shall be imposed when prohibited by the First  
15 and/or Fourteenth Amendment to the United States Constitution. Special Events for political or religious activity  
16 intended primarily for the communication or expression of ideas shall be presumed to be Special Events Protected  
17 Under the First and/or Fourteenth Amendments. Factors that may be considered in evaluating whether or not an event  
18 is a Special Event Protected Under the First and/or Fourteenth Amendments include, but are not limited to: the nature  
19 of the event; the extent of commercial activity such as the sales of food, goods, and services; product advertising or  
20 promotion, or other business participation in the event; the use or application of any funds raised: whether the event  
21 is part of any annual tradition or series; previous events in the sequence; and the public perception of the event.  
22

23 **12.09.080 Indemnification agreement.**  
24

25 Prior to the issuance of a Special Event permit, the Event Sponsor must agree to reimburse the City for any costs  
26 incurred by it in repairing damage to City property and indemnify, defend, and hold the City, its officers, employees,  
27 volunteers, and agents harmless from all causes of action, claims, or liabilities occurring in connection with the  
28 permitted event, except those that occur due to the City's sole negligence. Such indemnification agreement must be  
29 in a form acceptable to the City Attorney and the City's Risk Manager.  
30

31 **12.09.090 Insurance.**  
32

33 Insurance with limits and scope of coverage as determined appropriate by the City's Risk Manager shall be required  
34 for all approved Special Events. Written proof of such insurance shall be provided prior to permit issuance. The  
35 insurance policy shall be written on an occurrence basis, shall name the City as an additional insured using ISO form  
36 CG 20 26, or coverage at least as broad, shall be written for a period not less than twenty-four (24) hours prior to the  
37 event and extending for a period not less than twenty-four (24) hours following the completion of the event. The  
38 Applicant and/or Event Sponsor shall provide the City and all Additional Insureds for the Special Event with written  
39 notice of any policy cancellation as soon as practicable within their receipt of such notice.  
40

41 **12.09.100 Fees for city services.**  
42

43 A. Upon approval of a Special Event permit, the City may provide the Applicant with an estimated cost of providing  
44 City personnel and equipment for the Special Event. When said estimate is provided, the Applicant/Event Sponsor  
45 shall prepay these estimated costs no later than ten (10) days prior to the Special Event. City services and equipment  
46 may include, but are not limited to: the use of police officers and public employees for traffic and crowd control,  
47 pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, any other needed,  
48 requested, or required City services, and the cost of operating the equipment to provide such services.  
49

50 B. If the actual cost for City services and equipment on the date (s) of the Special Event is less than the estimated cost,  
51 the City will refund the difference to the Applicant and/or Event Sponsor in a timely manner. If the actual cost for  
52 City services and equipment on the date(s) of the Special Event is greater than the estimated cost, the Applicant/Event  
53 Sponsor will be billed for the difference.

1  
2 **12.09.110 Cleanup deposits.**  
3

4 A. The Applicant and/or Event Sponsor of a Special Event involving the sale of food or beverages for immediate  
5 consumption, erection of structures, horses or other large animals, water aid stations, or any other event likely to create  
6 a substantial need for cleanup, shall be required to provide a cleanup deposit prior to the issuance of a Special Event  
7 permit. The amount of the deposit will be established by condition of the permit.  
8

9 B. The cleanup deposit will be returned after the Special Event once the area used for the permitted Special Event has  
10 been cleaned and restored to the same condition as existed prior to the Special Event.  
11

12 C. If the property used for the Special Event has not been properly cleaned or restored, the Applicant and/or Event  
13 Sponsor shall be billed for the actual cost by the City for cleanup and restoration. The cleanup deposit shall be applied  
14 toward the payment of the bill.  
15

16 **12.09.120 Revocation of permits.**  
17

18 Any permit issued under this chapter may be summarily revoked by the City at any time when, by reason of disaster,  
19 public calamity, riot, or other emergency or exigent circumstances, the City determines the safety of the public or  
20 property requires such immediate revocation. The City may also summarily revoke any permit issued pursuant to this  
21 ordinance if the City finds that the permit has been issued based upon false information, when the permittee exceeds  
22 the scope of the permit or fails to comply with any condition of the permit, or when the Special Event is being  
23 conducted in violation of any law. Notice of such action revoking a permit shall be delivered in writing to the permittee  
24 via personal service, electronic mail, or hard copy mail to the address provided in the permit application.  
25

26 **12.09.130 Violation – Penalty.**  
27

28 A. It shall be unlawful for any person to sponsor or conduct a Special Event in violation of this chapter or the terms  
29 and conditions of any permit.  
30

31 B. Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon  
32 conviction thereof, shall be subject to a penalty of a fine of not more than five hundred dollars (\$500) or by  
33 imprisonment of not more than ninety (90) days, or both such fine and imprisonment. In addition, each and every day  
34 during any portion of which any violation of any provision of this chapter is committed, continued, or permitted by  
35 any person constitutes a separate offense.  
36

37 **12.09.140 Rules and regulations.**  
38

39 The Mayor or their designee is authorized to promulgate additional rules and regulations that are consistent with and  
40 that further the terms and requirements set forth within this chapter and the provisions of law that pertain to the conduct  
41 and operation of a Special Event.  
42

1 Chapter 18.50  
2 DISCRETIONARY PERMITS AND ADMINISTRATIVE DECISIONS – REVIEW CRITERIA  
3

4 ...  
5

6 **18.50.070 Temporary use permits.**  
7

8 A. The provisions of this section are designed to provide standards and criteria for temporary relief to situations  
9 resulting from strict application of this title. Provisions authorizing temporary uses are intended to permit occasional  
10 temporary uses, activities, and structures on property that is not owned by the city when consistent with the purpose  
11 of this title and when compatible with the general vicinity and adjacent uses. Special Events may be held on city-  
12 owned property and are further defined and regulated under Chapter 12.09 EMC.

13 B. The following types of temporary uses, activities, and associated structures that are not otherwise classified as  
14 Special Events may be authorized on property that is not owned by the city, subject to specific limitations in this  
15 section and such additional conditions as may be established by the eCommunity eDevelopment eDirector or  
16 designee:

- 17 1. Model homes or apartments and related real estate sales and display activities located within the  
18 subdivision or residential development to which they pertain.
- 19 2. Contractor's office, storage yard, and equipment parking and servicing on the site of an active construction  
20 project.
- 21 3. Circuses, carnivals, rodeos, fairs, or similar transient amusement or recreational activities.
- 22 4. Indoor or outdoor art and craft shows and exhibits.
- 23 5. Christmas tree sales lots ~~limited to location on nonresidential lots in Commercial, Business Park or~~  
24 ~~Industrial zoning districts.~~
- 25 6. Mobile home residences used for occupancy by supervisory and security personnel on the site of an active  
26 construction project.
- 27 7. Indoor or outdoor special sales, including swap meets, flea markets, parking lot and sidewalk sales,  
28 warehouse sales, or similar activities, limited to locations on nonresidential lots ~~in commercial or industrial~~  
29 ~~districts,~~ and when operated not more than 10 seven (7) consecutive days in a 28-day period ~~the same~~  
30 ~~month,~~ unless otherwise permitted by the eCity.
- 31 8. Temporary use of mobile trailer units or similar portable structures for nonresidential purposes, located in  
32 districts where the intended use is permitted.
- 33 9. Seasonal retail sales of agricultural or horticultural products raised or produced on individual farms.
- 34 10. Neighborhood or community garage sales, moving sales, and similar activities for the sale of personal  
35 belongings when operated not more than ~~three five (5)~~ days in the same week or more than ~~twice four (4)~~  
36 times in the same calendar year.
- 37 11. The eCommunity eDevelopment eDirector or designee may authorize additional temporary uses not listed  
38 in this subsection when it is found that the proposed uses are in compliance with the requirements and  
39 findings of this section.
- 40 12. Temporary Housing Unit. A temporary housing unit may be placed on a lot or tract of land in any zone for  
41 occupancy during the period of time necessary to construct a permanent use or structure on the same lot or  
42 tract or abutting property leased or owned by the applicant. Existing dwelling units may be converted to a  
43 temporary housing unit. A temporary housing unit is subject to the following:

- 1 a. The unit shall be removed from the site within 60 days after final inspection of the project, or within  
2 one year from the date the unit is first moved to the site, whichever may occur sooner. The unit is not  
3 located in any required yard.
- 4 b. A temporary permit shall be issued by the building division prior to occupancy of the unit on the  
5 construction site.
- 6 13. Temporary Housing Units – Relatives. Temporary housing units are permitted in all zones as follows:
- 7 a. A temporary housing permit for a temporary housing unit may be issued by the building division if the  
8 applicant can satisfy the criteria set forth in subsection (B)(13)(b) of this section and attests by affidavit  
9 that:
- 10 i. The information furnished with the application is true and correct.
- 11 ii. The standards and conditions set forth in the permit will remain satisfied as long as the temporary  
12 housing unit remains on the site.
- 13 b. The following are the minimum standards applicable to temporary housing units:
- 14 i. The temporary housing unit shall be occupied by not more than two individuals who are close  
15 relatives of the occupants of the principal dwelling.
- 16 ii. An occupant of the temporary housing unit because of age, disability, prolonged infirmity, or other  
17 similar incapacitation is unable to independently maintain a separate type of residence without  
18 human assistance.
- 19 iii. The temporary housing unit must bear the Housing and Urban Development (HUD) 3280 seal.
- 20 iv. In the event the health department requires the installation of separate water supply and/or  
21 sewerage disposal systems, said requirements shall not at a later time constitute grounds for the  
22 continuance or permanent location of a temporary housing unit beyond the length of time  
23 authorized in the permit or renewal of said permit.
- 24 v. Prior to the issuance of a temporary housing permit, the city shall review the application and may  
25 require the installation of such fire protection/detection equipment as may be deemed necessary as  
26 a condition to the issuance of the temporary housing permit.
- 27 vi. The temporary housing unit shall be removed from the lot or tract of land not more than 60 days  
28 from the date the temporary permit expires or occupancy ceases.
- 29 c. Renewals. Temporary housing permits shall be valid for the period of time the parent or close relative  
30 resides in the temporary housing unit; provided, that after obtaining initial approval, annual renewals  
31 of the temporary housing permit must be obtained from the building code official or designee. When  
32 obtaining a renewal, the building code official or designee shall confirm by affidavit from the applicant  
33 that the requirements specified herein are satisfied. Application for renewals must be made 60 days  
34 before the expiration of the current permit. Renewals of said permits shall be automatically granted if  
35 the applicant is in compliance with the provisions herein and no notice of such renewal is required.
- 36 14. Hosting the homeless by a religious organization is permitted for a total of six (6) months during a year,  
37 with a three (3) month separation required between continuous hosting terms of a maximum of four (4)  
38 months at any one (1) time in compliance with RCW 35.21.915 and RCW 36.01.290.
- 39 C. Application and Authorization.
- 40 1. A temporary use permit is a Process I application type and subject to all the procedural requirements  
41 applicable to this application type.

1 2. Complete applications for temporary use permits shall be filed with the community development  
2 department. Application shall be made at least 15 days prior to the requested date for commencement of the  
3 temporary use.

4 3. Unless otherwise stated herein, any temporary use authorized pursuant to this section shall be subject to  
5 all of the applicable standards of subsection (D) of this section, and shall not be exempted or relieved from  
6 compliance with any other ordinance, law, permit or license applicable to such use, except where  
7 specifically noted.

8 4. Any temporary use permit application submitted for property owned and operated by a public school  
9 district that includes an authorized use agreement with said district shall be considered compliant with  
10 standards 1, 2, 3 and 5 of subsection (D).

11 3-5. The temporary uses listed under subsection (B) items 3, 4, 7 and 9 are exempt from these temporary use  
12 regulations if they are hosted or sponsored by a public school district on land that is owned and operated by  
13 said district with land use approval(s) for public use. This exemption does not relieve the user from  
14 compliance with other applicable local, county, and state regulations.

15 D. Standards for Temporary Use.

16 1. Each site occupied by a temporary use shall be left free of debris, litter or other evidence of temporary use  
17 upon completion or removal of the use.

18 2. A temporary use conducted in a parking facility shall not occupy or remove from availability more than 20  
19 percent of the spaces required for the permanent use.

20 3. Each site occupied by a temporary use must provide or have available sufficient off-street parking and  
21 vehicular maneuvering area for customers. Such parking need not comply with the development  
22 requirements of EMC 18.90.130, Parking, but must provide safe and efficient interior circulation and  
23 ingress and egress from the public right-of-way.

24 4. No temporary use shall occupy or use public rights-of-way, city parks or other city-owned property  
25 public lands in any manner ~~unless specifically approved by the city council~~ without first obtaining the required  
26 Special Event or Street Use permit(s).

27 5. No temporary use shall occupy a site or operate within the city for more than 90 days within any calendar  
28 year, except as follows:

29 a. When authorized by the community development director or designee, a temporary use may operate  
30 an additional 90 days if it is found that such an extension will be consistent with the requirements of  
31 Chapter 18.80 EMC, Land Use Zones, and this subsection (D).

32 b. A temporary use may be given an additional extension if unique circumstances exist that necessitate  
33 a longer use such as construction office or security housing for an active construction site and such an  
34 extension will be consistent with the requirements of Chapter 18.80 EMC, Land Use Zones, and this  
35 subsection (D), or can be consistent, subject to conditions of approval.

36 6. All signs shall comply with the requirements of Chapter 18.97 EMC, Sign Code, except as otherwise  
37 specified in this section.

38 7. All temporary uses shall obtain all required city permits, licenses or other approvals, prior to occupancy of  
39 the site.

40 8. The community development director or designee may establish such additional conditions as may be  
41 deemed necessary to ensure land use compatibility and to minimize potential impacts on nearby uses.  
42 These include, but are not limited to, time and frequency of operation, setbacks, special yards, and spaces;

- 1 control of points of vehicular ingress and egress, temporary arrangements for parking, loading and traffic  
2 circulation, requirements for screening or enclosure, site maintenance during use, and guarantees for site  
3 restoration and cleanup following temporary use.
- 4 E. A temporary use permit shall only be granted when the community development director or designee, after  
5 consultation and coordination with all other applicable city departments and other agencies, has determined that:
- 6 1. The temporary use will be compatible with uses in the general vicinity and on adjacent properties.
- 7 2. The temporary use will not create a material adverse effect on the livability or appropriate development of  
8 abutting properties and the surrounding community.
- 9 3. The temporary use will not impair the normal, safe and effective operation of a permanent use on the same  
10 site.
- 11 4. The temporary use will comply with the requirements of the zone within which it is proposed.
- 12 5. The temporary use shall comply with all applicable standards of the Pierce County health department.
- 13 6. In applying temporary use criteria and determination of appropriate conditions, consideration shall be  
14 given, but not limited to:
- 15 a. The harmony and scale, bulk, coverage, and density;
- 16 b. The availability of public facilities and utilities;
- 17 c. The harmful effect, if any, upon a desirable neighborhood character;
- 18 d. The generation of traffic and the capacity of surrounding streets and roads;
- 19 e. The creation of noise, vibration, odors, or other similar nuisances; and
- 20 f. Any other relevant impact on the peace, quiet, comfort, and enjoyment by and of the abutting  
21 properties and the surrounding community.
- 22 ...

1 **12.10.045 Government sponsored or co-sponsored events in city parks.**  
2

3 A. Events in city parks sponsored or co-sponsored by the eCity or other government agency may be approved by the  
4 director without obtaining a Special Event permit pursuant to EMC Chapter 12.09 EMC or a temporary use permit  
5 pursuant to EMC 18.50.070; provided the following criteria are met:

- 6 1. The sponsor and/or co-sponsor of the event provides the eCity with at least thirty (30) days' advance written  
7 notice of intent to hold the event, listing the location, date, time, general description of the event,  
8 anticipated number of attendees, and anticipated impact on traffic, parking, police, and fire services;
- 9 2. Any noncity sponsors and/or co-sponsors sign an indemnification agreement with the eCity, agreeing to  
10 defend, indemnify and hold harmless the eCity, its officers, employees, and agents, for any and all suits,  
11 claims, or liabilities caused by or arising out of the event;
- 12 3. The event will not cause unreconcilable interference with previously approved and/or scheduled  
13 construction, maintenance, or other activities;
- 14 4. The event is open to the general public and has a demonstrated benefit to the community and/or is a  
15 community heritage event;
- 16 5. The event will not constitute a public nuisance, endanger the public health or safety, or endanger public  
17 property;
- 18 6. The event, as proposed, can be shown to function safely;
- 19 7. The diversion of police and fire resources to support the event, if any, will not deny reasonable police and  
20 fire protection to the eCity;
- 21 8. All other provisions of this chapter are met.

22 B. The director will approve or deny the request in writing at least fifteen (15) days prior to the proposed date of the  
23 event. The director may impose conditions on the event, including, but not limited to: reasonable adjustments in the  
24 date, time, route, or location of the proposed event; accommodations of pedestrian or vehicular traffic and parking;  
25 insurance coverage; compliance with health and sanitary regulations; emergency services; and security. The  
26 director's decision may be appealed to the ~~m~~Mayor within five (5) days of issuance. The ~~m~~Mayor's decision shall be  
27 final.

28 C. For purposes of this section, "sponsor" or "co-sponsor" means the person or group responsible for the event to be  
29 held.



**City Of Edgewood  
Council Agenda Summary Sheet**

<b>Subject:</b> Transportation Impact Administrative Fees	<b>Agenda Item #:</b> 2.D											
	<b>For Agenda of:</b> 3/17/2026											
	<b>Prepared by:</b> Jeremy Metzler											
<b>Attachments (list):</b>												
<table border="0"> <tr> <td align="center" colspan="2"><b>Approval of Materials:</b></td> </tr> <tr> <td>Jeremy Metzler</td> <td></td> </tr> <tr> <td>Rachel Pitzel, Assistant City Administrator</td> <td align="center">03/11/2026</td> </tr> <tr> <td>Dave Olson, Mayor</td> <td align="center">03/11/2026</td> </tr> </table>	<b>Approval of Materials:</b>		Jeremy Metzler		Rachel Pitzel, Assistant City Administrator	03/11/2026	Dave Olson, Mayor	03/11/2026	<table border="1"> <tr> <td><b>Expenditure Required:</b> N/A</td> </tr> <tr> <td><b>Amount Budgeted:</b> N/A</td> </tr> <tr> <td><b>Timeline:</b> 03/17/2026 SS 03/24/2026 RCM</td> </tr> </table>	<b>Expenditure Required:</b> N/A	<b>Amount Budgeted:</b> N/A	<b>Timeline:</b> 03/17/2026 SS 03/24/2026 RCM
<b>Approval of Materials:</b>												
Jeremy Metzler												
Rachel Pitzel, Assistant City Administrator	03/11/2026											
Dave Olson, Mayor	03/11/2026											
<b>Expenditure Required:</b> N/A												
<b>Amount Budgeted:</b> N/A												
<b>Timeline:</b> 03/17/2026 SS 03/24/2026 RCM												

**Summary Statement:** During Council's discussion on February 17, 2024 on the proposed Fee Schedule Update, Deputy Mayor Creley noted the 5% Administrative Fee which appeared to be added to the City's Transportation Impact Fee. This Administrative Fee has been in effect since the original Transportation Impact Fee Program was adopted in 2007 under Ordinance 07-0282, and staff proposed adding it to the Fee Schedule Update for transparency.

Since said discussion, staff has gathered more information for Council's consideration this evening. After looking at several other nearby cities, the only one that has an Administrative Fee in their code is Federal Way ([FWMC 19.91.170](#)), and they appear to have copied Edgewood's ordinance in 2009. Staff also solicited feedback from our transportation engineering consultant, Transpo Group. While fees are set at the Council's discretion, Transpo does recommend making an adjustment as "*the current percentage-based administrative fee can become misaligned with the actual level of effort required to administer the program.*"

Staff can prepare an ordinance for consideration as soon as next week's regular meeting and offers the following options for the Council's consideration:

1. Modify the Administrative Fee to use a tiered structure based on the number of trips being generated,
2. Modify the Administrative Fee to a flat rate per dwelling unit and non-residential building, or
3. Remove the Administrative Fee.

**Item History:**  
N/A

**Recommended Action:**  
Hold a discussion and provide staff guidance regarding Transportation Impact Administrative Fees

**Fiscal Note/Consideration:**

While Transportation Impact Fees (TIFs) are collected to offset capital project construction costs, TIF Administrative Fees are used to offset the cost of administering the Transportation Impact Fee program. Looking back at 2020 through 2025, the total cost of administering the TIF Program was \$100,388.75. The anticipated cost to administer the TIF Program and generate the Annual Concurrency Report for 2026 is \$25,000. Staff recommends maintaining an appropriate Administrative Fee to cover this cost and avoid using general fund dollars.

For Council's consideration, considering option 2 above and reviewing the average number of building permits paid for between 2020 and 2025, staff calculates that \$250 per dwelling unit would result in a total of \$24,500 in Administrative Fees being collected per year.

For comparison, the current 5% Administrative Fee on the detached dwelling TIF rate of \$11,685 is \$584.25, and the proposed flat rate would result in a savings of \$334.25 per detached dwelling. On multifamily housing, the current 5% Administrative Fee on the mid-rise apartment TIF rate of \$4,774 is \$238.70, and the proposed flat rate would result in an increase of \$11.30 per unit.



**City Of Edgewood  
Council Agenda Summary Sheet**

<b>Subject:</b> Multi-Family Tax Exemptions	<b>Agenda Item #:</b> 2.E
	<b>For Agenda of:</b> 3/17/2026
	<b>Prepared by:</b> Jeremy Metzler
<b>Attachments (list):</b>	
<p align="center"><b>Approval of Materials:</b></p> <p>Jeremy Metzler Rachel Pitzel, Assistant City Administrator      03/11/2026 Dave Olson, Mayor      03/11/2026</p>	<p><b>Expenditure Required:</b> N/A</p> <p><b>Amount Budgeted:</b> N/A</p> <p><b>Timeline:</b> 03/17/2026 SS Future Meeting(s) TBD</p>

**Summary Statement:** While staff hears a strong desire expressed by the community for non-residential uses in Edgewood, there continues to be weak economic demand for new dining, retail and office spaces. One factor for this is the high cost of new construction. Another complication, particularly along Meridian south of 24<sup>th</sup> St E, is the high cost of relocating overhead utilities underground.

RCW 84.14 allows local governments to adopt multi-family tax exemptions (MFTEs) by resolution. Edgewood is an eligible city per RCW 84.14.010(3)(c), and there are three tiers available for consideration:

1. An 8-year property tax exemption for new residential construction, and
2. A 12-year property tax exemption for new residential construction if 20% of the new units are set aside as affordable housing, and
3. A 20-year property tax exemption for new residential construction if 25% of the new units are set aside as affordable housing.

Following RCW 84.14.040, any local ordinance designating MFTEs:

- must locate said MFTEs within an urban center (TC, MUR and C zones),
- must lack sufficient affordable housing,
- requires a public hearing, and
- must adopt and implement standards and guidelines to be utilized in considering applications and making the determinations required under RCW 84.14.060.

Staff believe the last bullet is a key consideration here: our “standards and guidelines” can include provisions that require construction of non-residential spaces to accompany the proposed multi-family development, possibly above and beyond that which is already required by the development regulations. Also, the reduction

in property taxes over time may offset a significant portion of the costs for relocating utilities underground.

Finally, by implementing local MFTE provisions, Edgewood may encourage development of more affordable housing units along the Meridian Corridor, preparing for compliance with recent case law and our next periodic Comprehensive Plan update.

Staff is seeking Council's direction on how to proceed with this item. If the Council is in favor of moving forward, staff recommends referring this to the Planning Commission for further analysis and discussion, particularly with regard to the "standards and guidelines" component of the statute.

Additional Resources:

Puyallup: <https://www.puyallupwa.gov/1950/Multi-Family-Tax-Exemption-Program>

Tacoma: <https://tacoma.gov/government/departments/community-and-economic-development/housing-division/tax-incentives/>

TMC 6A.110: <https://cms.cityoftacoma.org/cityclerk/Files/MunicipalCode/Title06-TaxandLicenseCode.PDF>  
Department of Commerce website (including model code): <https://www.commerce.wa.gov/growth-management/housing-planning/mfte/>

**Item History:**

N/A

**Recommended Action:**

Hold a discussion and provide staff guidance regarding Multi-Family Tax Exemptions

**Fiscal Note/Consideration:** Consider the following example:

- A vacant parcel has an assessed value of \$500,000. For the current fiscal year, the total property tax would be about \$5,160, and Edgewood's portion would be about \$330.
- A proposed development increases the assessed value to \$7,000,000, with \$4,000,000 of that because of the new residential units.
- The \$4,000,000 of assessed residential value would have a property tax of about \$41,280, with \$2,640 of that being Edgewood's portion.
- An 8-year MFTE for this development would result in a loss of \$21,800 in tax revenues for Edgewood over that period (when factoring in annual 1% increases), and the developer would save at least \$330,000 in total property tax obligations (based on current year levies).



**City Of Edgewood  
Council Agenda Summary Sheet**

<b>Subject:</b> Newsletter Discussion	<b>Agenda Item #:</b> 2.F
	<b>For Agenda of:</b> 3/17/2026
	<b>Prepared by:</b> Rachel Pitzel, Jill Schwerzler-Herrera
<b>Attachments (list):</b>	
<b>Approval of Materials:</b> Rachel Pitzel, Jill Schwerzler-Herrera Rachel Pitzel, Assistant City Administrator 03/12/2026 Dave Olson, Mayor 03/12/2026	<b>Expenditure Required:</b> N/A <b>Amount Budgeted:</b> N/A <b>Timeline:</b>

**Summary Statement:**

In previous years, the City produced a quarterly magazine-style publication that was mailed to households. The publication was valued by many residents and served as a tangible source of City information, particularly for individuals who may not regularly access online updates. Producing the magazine also required significant staff coordination and resources, including content development, editing, design, review, printing, and mailing. The publication was discontinued as part of a prior budget reduction. Since that time, the City has continued providing information through existing communication channels such as the City website, social media, meeting notifications, and targeted notices.

Recent discussions have raised the question of whether a printed newsletter or similar publication should be reintroduced. Staff understand this interest may reflect a broader discussion about how the City communicates with residents and whether additional tools could help ensure community members feel informed about City activities and updates.

As part of this conversation, it may be helpful to clarify what communication outcomes the City would like to achieve. Identifying what types of information residents may not be receiving, which groups of residents may be underserved by current communication methods, and how frequently those situations occur may help guide the selection of appropriate communication tools. A printed newsletter could be one potential option to consider, but other approaches may also help address communication goals depending on the needs identified.

If Council is interested in exploring a newsletter format, there are several operational considerations associated with producing and distributing a recurring publication. Even a shorter newsletter would still require coordination related to content development, formatting, review, and distribution.

Should Council wish to pursue this concept, staff would develop the administrative processes necessary to produce the publication. This would include establishing a design template, determining an appropriate publication schedule, and coordinating responsibility for drafting, editing, and assembling content.

Distribution methods would also need to be considered. Electronic newsletters generally rely on residents opting in to receive communications. While the City currently offers several subscription-based notification options, participation in these systems is limited. If a printed newsletter were pursued, staff would also need to develop a distribution approach, including identifying appropriate locations where materials could be made available.

Printed distribution would also require periodic monitoring to restock materials and track general distribution levels. Monitoring how frequently materials are picked up could help provide a general understanding of whether the publication is reaching residents as intended.

Staff also reviewed past feedback regarding communication preferences. During the magazine's peak distribution years, a community survey included in the Winter 2018 issue asked residents, "What sources do you use when seeking information about the City of Edgewood?" The survey received 73 responses and allowed participants to select multiple options. Of those respondents, 58 selected the magazine, 53 selected the City website, and 50 selected Facebook as sources they use for City information. Because the survey was distributed within the magazine itself, the responses primarily reflect feedback from individuals who were already reading that publication.

**Item History:**

**Recommended Action:**

Hold a discussion and provide staff direction to Newsletter Discussion

**Fiscal Note/Consideration:**



For these reasons, the retreat is currently proposed to be held in Council Chambers, where the existing audio, video, and broadcast infrastructure is designed to support hybrid participation and ensure clear transmission for both in-person and remote attendees. The meeting will be conducted in compliance with the Open Public Meetings Act.

**Item History:**

**Recommended Action:**

This item is for discussion only. Staff is seeking Council feedback on the proposed retreat agenda topics and any logistical considerations Council would like staff to take into account when finalizing retreat planning.

**Fiscal Note/Consideration:**

Costs associated with the retreat are minimal and are accommodated within the existing Administration budget.



## City of Edgewood City Council Special Meeting Agenda

---

**2026 Council Retreat**  
**City Hall Council Chambers**

**Tuesday, March 31, 2026 5:00pm – 9:00pm**  
**10440 Dom Calata Way E., Edgewood, WA**

---

**1. Call to Order**

**2. Council Retreat Business**

**A. Councilmember 5**

Five minutes of open mic time for each councilmember

**B. Council's Top Priorities**

Each councilmember brings to the table 1-5 of their top priorities

**C. Budget Calendar**

**D. Council Packet Rules of Procedure**

(Break for dinner??)

**E. Edgewood Police Department Briefing**

**F. Soaring over Edgewood**

**G. Communications/Newsletter**

**H. Misc. Council Topics**

- Traffic Impact Fees
- Heating/Cooling Center Conversation
- City Designations (i.e. – Gold Star Family)
- Community Events Ideas
- Windmill Update
- Open for Council to bring up any other topic of interest

**3. Other Council Comments**

**4. Adjourn**