



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, April 7, 2026 – 7:00 PM ♦ City Hall – 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. Equity, Diversity, and Inclusion Council Sub-Committee Update

B. Transportation Impact Administrative Fees

C. Fee Schedule Update

D. NFC Franchise Agreement

E. Repealing Ordinance No. 23-0469 and Chapter 8.10 - Fireworks

F. Council Rules of Procedures

G. Newsletter Launch Discussion

H. Council Communications Policy - *(DM Creley, Sponsor / CM Keith, Co-Sponsor)*

3. OTHER COUNCIL ITEMS

4. ADJOURN

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



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Equity, Diversity, and Inclusion Council Sub-Committee Update	Agenda Item #: 2.A
	For Agenda of: 4/7/2026
	Prepared by:

Attachments (list):

Approval of Materials:	Expenditure Required:
Rachel Pitzel, Assistant City Administrator 03/30/2026	Amount Budgeted:
Dave Olson, Mayor 03/30/2026	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Transportation Impact Administrative Fees	Agenda Item #: 2.B
	For Agenda of: 4/7/2026
	Prepared by: Jeremy Metzler

Attachments (list):
1. DRAFT Ordinance 26-0xxx (2026-04-07)

<p align="center">Approval of Materials:</p> Jeremy Metzler Rachel Pitzel, Assistant City Administrator 04/02/2026 Dave Olson, Mayor 04/02/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 03/17/2026 SS 04/07/2026 SS 04/14/2026 RCM

Summary Statement:

During Council's February 17, 2024, discussion 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 (TIF). This TIF Administrative Fee has been in effect since the original TIF Program was adopted in 2007 under Ordinance 07-0282, and staff proposes adding it to the updated Fee Schedule for transparency (see separate item for discussion this evening).

Staff presented more information for Council's consideration at the March 17, 2026 study session ([meeting materials](#) and [recording](#)). Pursuant to that discussion, attached is a draft ordinance that would revise EMC 4.30.140 and set the TIF Administrative Fee at \$250 per unit. Staff proposes defining a unit in this case as "*an individual residential dwelling unit (detached, attached, accessory, multifamily, etc.) or individual non-residential unit (commercial/retail suite, industrial building, etc.) that is intended for human occupation and generates vehicular trips pursuant to current Institute of Transportation engineers (ITE) guidance*", and this definition would be included as a footnote in the fee schedule as presented herein. Staff recommends the Council consider this draft ordinance for adoption at next week's regular meeting.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Transportation Impact Administrative Fees

Fiscal Note/Consideration: While TIFs are collected to offset capital project construction costs, TIF Administrative Fees are used to offset the cost of administering the TIF program. Looking back at 2020

through 2025, while city staff time to administer the TIF Program was not tracked, the total of consultant cost was \$100,388.75. Here is a summary of receipts and consultant costs over those same years:

Year	TIF Admin Fee Receipts	Consultant Costs	Difference
2020	\$34,099	\$13,571	+ \$20,528
2021	\$34,580	\$23,506	+ \$11,074
2022	\$52,090	\$19,596	+ \$32,494
2023	\$23,396	\$9,954	+ \$13,442
2024	\$22,029	--	+ \$22,029
2025	\$33,055	\$33,761	- \$706
Totals	\$199,249	\$100,389	+ \$98,860
Annual Average	\$33,208	\$16,732	+ \$16,477

Staff recommends maintaining an appropriate TIF Administrative Fee to cover this cost and avoid using general fund dollars. The anticipated consultant cost to administer the TIF Program and generate the Annual Concurrency Report for 2026 is \$25,000. 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 about \$25,000 in TIF Administrative Fees being collected per year.

For comparison, the current 5% TIF 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% TIF 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.

ORDINANCE NO. 26-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING EDGEWOOD MUNICIPAL CODE (EMC) SECTION 4.30.140, ADMINISTRATIVE FEES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Chapter 82.02 RCW, the City of Edgewood has adopted a traffic impact fee (TIF) program and has codified regulations governing the calculation, assessment, collection, refund and administration of such fees at Chapter 4.30 EMC; and

WHEREAS, EMC 4.30.140 requires “an amount equal to five percent of the amount of the total traffic impact fee determined from the fee schedules” to be included with TIF payments as an Administrative Fee to offset “the cost of administering the traffic impact fee program”; and

WHEREAS, due to recent changes to the TIF program, the City Council believes the current TIF Administrative Fee should be adjusted as the current percentage-based fee can become misaligned with the actual level of effort required to administer the program; and

WHEREAS, to ensure full transparency of all applicable fees, the City Council believes the TIF Administrative Fee should be listed in the City’s Fee Schedule instead of in code; and

WHEREAS, the City Council reviewed this TIF Administrative Fee at their study sessions held on March 17, 2026, and April 7, 2026; and

WHEREAS, pursuant to WAC 197-11-800(19), this action is categorically exempt from environmental (SEPA) review; and

WHEREAS, the Council considered this Ordinance during its regular City Council meeting on April 14, 2026;

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

Section 1. EMC Section 4.30.140(A) Amended. In order to ensure full transparency of all applicable fees, EMC Section 4.30.140(A), Administrative fees, is hereby amended to read as follows:

~~The cost of administering the traffic impact fee program shall also include an amount equal to five percent of the amount of the total traffic impact fee determined from the fee schedules. The administrative fee shall be deposited into an administrative fee account within the traffic mitigation impact fee fund. Administrative fees shall be used~~ In order to defray the cost incurred by the city in the administration and update of the traffic impact fee program, including, but not limited to, review of independent fee calculations and the value of credits, every traffic impact fee shall be accompanied by an administrative fee as listed in the

city of Edgewood fee schedule adopted pursuant to EMC 3.35.020. The administrative fee is not creditable or refundable.

Section 2. Fee Schedule Amended. The City Council hereby directs staff to update the City of Edgewood Fee Schedule as needed to include the TIF Administrative Fee of \$250 per unit, with a footnote detailing how “unit” means an individual residential dwelling unit (detached, attached, accessory, multifamily, etc.) or individual non-residential unit (commercial/retail suite, industrial building, etc.) that is intended for human occupation and generates vehicular trips pursuant to current Institute of Transportation engineers (ITE) guidance.

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

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE 14TH DAY OF APRIL, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Maili C. Barber, City Attorney

Date of Publication: 04/17/2026
Effective Date: 04/22/2026



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Fee Schedule Update	Agenda Item #: 2.C
	For Agenda of: 4/7/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution 26-0791 2. DRAFT Fee Schedule (2026-04-07)	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor	Expenditure Required: N/A
04/02/2026 04/02/2026	Amount Budgeted: N/A
	Timeline: 02/03/2026 SS 02/17/2026 SS 02/24/2026 RCM 04/07/2026 SS 04/14/2026 RCM

Summary Statement: The City of Edgewood Fee Schedule, adopted pursuant to Edgewood Municipal Code (EMC) Chapter 3.35, was last comprehensively reviewed and updated in late 2023, and there have only been updates to Temporary Use Permit and Impact Fees since. In general, cities may collect reasonable fees to cover the direct and indirect costs associated with an activity, including administrative overhead. Fees cannot exceed the actual reasonable cost, except where specifically authorized by state law.

Attached for Council's review is a redlined draft of the proposed fee schedule. The City Council first discussed this item at their February 3, 2026 study session, with follow-up discussion at the February 17, 2026, study session (see Item History for links). To allow more time for review and consideration, the Council tabled this item at their February 24, 2026, regular meeting until tonight's study session for further discussion.

Staff has made the following updates to the draft fee schedule since the last time it was presented to the Council, for review and discussion:

- Pursuant to conversation at the March 17, 2026, study session and the separate ordinance discussed this evening, staff has modified the Transportation Impact Fee (TIF) Administrative Fee under Table I-3 (page 20 of 28) to be a flat rate of \$250 per unit, including an explanatory footnote.
- With the approval of Ordinance 26-0700 on March 24, 2026, staff has added a proposed \$80 application fee for Special Event Permits under Table E-8 (page 14 of 28), similar to what is required by other nearby cities.

Staff is bringing the draft fee schedule back to the Council this evening for further discussion and direction. Per [EMC 3.35.020](#), "*Approvals of schedule revisions shall be by resolution.*" Staff is bringing the attached draft resolution and fee schedule to the Council this evening with a proposed effective date of May 1, 2026.

Item History:

February 3, 2026 Study Session: [Meeting Materials](#), [Recording](#)

February 17, 2026 Study Session: [Meeting Materials](#), [Recording](#)

Recommended Action:

Hold a discussion and provide staff guidance regarding Fee Schedule Update

Fiscal Note/Consideration:

To truly cover the costs of development review activity with development revenues, permit and application fees must be evaluated and reset periodically. The draft fee schedule presented herein accomplishes this by establishing a new hourly rate and verifying the fees being charged cover the anticipated staff hours needed for each application type. The approved 2026 budget did not assume any changes to these fees.

RESOLUTION NO. 26-0791

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING THE OFFICIAL FEE SCHEDULE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood has authorized and adopted an official schedule of city fees and charges pursuant to EMC 3.35.010; and

WHEREAS, the City Fee Schedule may be revised from time to time by the City Council for any reason deemed necessary or appropriate by resolution, pursuant to EMC 3.35.020; and

WHEREAS, in order to more appropriately recover the cost for services the city provides and improve transparency and predictability, several updates to the fee schedule have been proposed by staff, including additions and deletions; and

WHEREAS, the City Council reviewed an updated fee schedule at their study sessions held on February 3, 2026, February 17, 2026, and April 7, 2026; and

WHEREAS, pursuant to WAC 197-11-800(19), this action is categorically exempt from environmental (SEPA) review; and

WHEREAS, the City Council considered this updated fee schedule at their regular meeting held on April 14, 2026;

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

Section 1. Fee Schedule Amended. The City Council hereby adopts an updated City of Edgewood Fee Schedule, attached hereto as Exhibit A.

Section 2. Effective Date. This resolution will take effect on May 1, 2026.

ADOPTED THIS 14TH DAY OF APRIL, 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

Exhibit A
City of Edgewood Fee Schedule – Effective May 1, 2026

DRAFT



Fee Schedule

Effective ~~January~~ May 1, 2026 | ~~Ordinance~~ Resolution No. ~~256-~~ 0690791

City of Edgewood ■ 10440 Dom Calata Way East ■ Edgewood, Washington 98372-0101 ■ 253-952-3299

TABLE OF CONTENTS

GENERAL POLICIES	3
Hourly Rate Schedule	3
Deposits for Actual Costs	3
Refunds	3
Miscellaneous Fees	3
DEVELOPMENT FEES AND CHARGES – ENVIRONMENTAL, LAND USE, ENGINEERING, BUILDING, AND FIRE PREVENTION	4
Table DEV-1: General Development Fees and Charges	4
Environmental and Land Use	6
Table ELU-1: Environmental Reviews	6
Table ELU-2: Land Use Reviews	7
Table ELU-3: Miscellaneous Environmental and Land Use Reviews and Fees	9
Engineering	11
Table E-1: Clearing Permit Fees (No Associated Grading)	11
Table E-2: Clearing and Grading Permit Fees	11
Table E-3: Right-of-Way, Roadway and Access Review Fees (Title 12 EMC)	11
Table E-4: Site Development Review Fees	13
Table E-5: Sewer System Extension and Connection Charges	13
Table E-6: Surface Water Review Fees (Chapter 13.05 EMC)	13
Table E-7: Traffic / Concurrency Review Fees (Chapter 18.105 EMC)	14
Table E-7: Miscellaneous Engineering Reviews and Fees	14
Building and Fire Prevention	15
Table B-1: Building and Fire Prevention Base Permit Fee, by Valuation	15
Table B-2: Other Building Permit Fees	16
Table B-3: Energy Code Review Fees	16

Table B-4: Mechanical and Plumbing Permit Fees	17
Table B-5: Fire Prevention Permit Fees	17
Table B-6: Fire Code Review Fees	18
Table B-7: Miscellaneous Building and Fire Prevention Fees	18
IMPACT FEES	20
Table I-1: School Impact Fees (Chapter 4.10 EMC)	20
Table I-2: Park Impact Fees (Chapter 4.20 EMC)	20
Table I-3: Traffic Impact Fees (Chapter 4.30 EMC)	20
Table I-4: Impact Fee Deferral	21
BUSINESS LICENSE FEES	22
Table BL-1: Business Licenses (Chapter 5.05 EMC)	22
Table BL-2: Additional Licenses and Permits	22
Table BL-3: Miscellaneous Business License Fees	22
UTILITY CHARGES	23
Table U-1: Utility Providers in the City of Edgewood	23
Table U-2: Surface Water Utility Annual Service Charge (EMC 13.10.070)	23
Table U-3: Utility Tax Rates (Chapter 5.08 EMC)	23
ANIMAL AND KENNEL LICENSE FEES (METRO ANIMAL SERVICES)	26
PUBLIC RECORDS REQUEST FEES (Chapter 2.50 EMC)	27
FEE SCHEDULE UPDATE HISTORY	28

GENERAL POLICIES

Hourly Rate Schedule

Hourly rates include wages, benefits, overhead, and equipment. ~~R~~These rates apply to [fees as noted herein](#)~~administrative review which involve deposits~~, [any City](#) staff time in addition to normal processing ([see page 4](#)), or any review or service for which a fee is not established [herein](#).

Category	Rate / Hour
City Staff	\$133 160.00
City Attorney	Actual Cost ¹

Deposits for Actual Costs

Where noted in the fee schedule, ~~d~~ as a "Deposit"~~s~~, ~~the applicant must pay for all~~ actual costs ~~are meant to reimburse the City for the costs~~ incurred by the City for [applicable](#) third-party planning, engineering, legal, [publication](#), or other professional services. [The amounts listed herein are typical minimums informed by recent activity, and applicants should not anticipate a refund of these amounts.](#) Deposits will be administered consistent with [Edgewood Municipal Code \(EMC\) 3.35.030](#).

Refunds

Fees and charges are non-refundable, except as specifically authorized in the EMC. Here are some quick EMC references as of the date of this Fee Schedule:

- Fees and Charges for City Services - [EMC 3.35.080](#)
- School Impact Fees – [EMC 4.10.130](#)
- Park Impact Fees – [EMC 4.20.090](#)
- Traffic Impact Fees – [EMC 4.30.110](#)
- Business Licenses – [EMC 5.05.120](#)
- Storm Drainage and Surface Water Management Utility – EMC [13.10.110](#) and [.120](#)

Miscellaneous Fees

Procedure / Process	Fee
Appeal of Administrative Decision	\$425 1,200.00
Hearing Examiner Reconsideration	\$0 500.00
Lease of City Property (Chapter 12.18 EMC)	
Initial Review	\$5,000.00 Deposit
City Staff / City Attorney Actual Costs	See Hourly Rate Schedule
Lease Rate	See EMC 12.18.070
Other Approval, Inspection, License, Permit, or Review Not Listed	Hourly Rate (1 hour minimum)
Returned Check / Insufficient Funds	\$50.00

¹ As of January 1, 2026, this hourly rate is \$500.

DEVELOPMENT FEES AND CHARGES – ENVIRONMENTAL, LAND USE, ENGINEERING, BUILDING, AND FIRE PREVENTION

Depending on the scope and complexity of a project, multiple permits may be required. *Please contact the City [with questions or to obtain](#) for a fee estimate.* The permit and review fees [included below](#) do not include any fees for licenses, permits and/or approvals required by other [\(external\)](#) local, state, or federal agencies or utilities.

Fees Due at Permit [and/or Land Use](#) Application:

- All [known](#) review fees and charges shall be paid before an application is deemed complete.
- Charges [below](#) include up to two (2) reviews; additional review will be charged hourly [rates](#).

Fees Due at Permit Issuance:

- All [applicable](#) permit, hourly review, flat rate inspection, impact, state and/or other fees shall be paid before a permit can be issued.
- Inspection fees include up to two (2) inspections per required inspection, unless noted.
- Issuance of a permit ~~or approval~~ may be withheld until all [outstanding](#) fees and charges have been paid.

Fees Due ~~After Permit Issuance and~~ Prior to Final Approval [of Permit and/or Land Use Application](#):

- Work that is not complete or ready at the time of inspection shall be charged a re-inspection fee, ~~which~~. ~~Re-inspection fees~~ must be paid prior to requesting a new inspection.
- [Any and all](#) remaining fees [\(including third-party charges\)](#) shall be paid prior to final approval.

Table DEV-1: General Development Fees and Charges

Fee Type	Fee
Change of Land Use and/or Construction Type or Occupancy	\$ 470 500.00 ²
Financial Guarantees (Bonds, Cash Deposits, Sureties, or Other Mechanism Assignment of Funds)	See Applicable EMC ³
Administrative Setup Fee	\$160.00
Closeout Inspection Fee	\$180.00
Outside Consultant / Third-Party Review, when applicable (EMC 3.35.030)	Actual Cost
Plus Administrative Setup Fee (per consultant)	\$200.00
Plus Invoicing and Payment Collection Fee (if applicable)	\$40.00 per invoice
Other Inspection Fees	
Re-Inspection (Min. 1-Hour Charge)	Hourly Rate
Overtime / Outside Normal Business Hours (Min. 2-Hour Charge)	1.5 x Hourly Rate

² Traffic review may also apply. See Table E-7.

³ ~~Subject to an administrative fee of one (1) hour plus one (1) hour per inspection for applications approved under Process II (EMC 18.40.090) or Process III (EMC 18.40.100).~~

Fee Type	Fee
Inspection of Unauthorized Work	2.0 x Hourly Rate
Pre-Application Conference Meeting (EMC 18.40.130)	\$985.00
Tier 1 + (Summary Comment Letter)	\$500.00
Tier 2 } (One Hour Meeting with Staff)	\$650.00
Unauthorized / Unpermitted Work (EMC 3.35.090) ⁴ Plus Critical Areas Investigation Fee, when applicable (EMC 14.10.120(E)) Plus Outside Consultant / Third-Party Review (if needed)	2.0 x Permit Fees (\$500.00 minimum) Hourly Rate Actual Cost, etc. (see above)
Permit or Approval Extension Request (EMC 18.40.090(L))	\$200.00

DRAFT

⁴ Any work completed without required permits may be charged double for all [Environmental and Land Use application fees](#) and construction permit fees (engineering, building, fire, mechanical, and/or plumbing), pursuant to EMC 3.35.090. ~~P~~Other plan review and inspection fees, if applicable, will be charged at the normal rate.

Environmental and Land Use

Table ELU-1: Environmental Reviews

Review Type	Fee
Critical Areas Review (Title 14 EMC)	
Critical Areas Review Checklist (CARC) ⁵ incl. TPCHD septic application review	\$60 75.00
One-Principal Dwelling Wetland Certification	\$400.00
Fish and Wildlife Habitat (Stream) Review or Wetland Review	\$400.00 500.00
Plus Outside Consultant / Third-Party Review Fee	See Table DEV-1 ⁶
Flood Hazard Development Permit	\$400 500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Aquifer Recharge Hazardous Use Review	Hourly \$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Volcanic, Landslide, Seismic, and Erosion Hazard Area Impact Review All Other	\$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Reasonable Use Permit (EMC 14.30.050)	\$5,23, 750.00
Variance (Flood Hazard or Other – EMC 14.10.100)	\$5,23, 750.00
Critical Area Signage	\$2.00 per sign
Mitigation Compliance Monitoring	
Staff Review of Periodic Monitoring Report Review (paid each year)	\$250.00 per Report
Plus Outside Consultant / Third-Party Review and Inspection (if needed)	See Table DEV-1
State Environmental Policy Act (SEPA) Review (Chapter 20.05 EMC)	
DNS/MDNS, All Uses	
Environmental Review and Determination	\$1,251, 400.00
Prior Decision Adoption, Modification or Addendum	\$1,000.00
Environmental Impact Statement (EIS)	
New or Supplemental	\$5,000.00 Deposit
Plus Outside Consultant / Third-Party Review Consultants	See Table DEV-1
Plus City Attorney Review Costs Fee	Actual Cost
Addendum	\$1,000.00 Deposit
Documented Exemption (if requested by external agency) ⁷	+\$2 50.00
SEPA Determination Newspaper Notice (per notice) ⁸	\$400.00 Deposit

⁵ A ~~Critical Areas Review Checklist~~ (CARC) identifies potential critical areas located on a subject site, ~~and~~ what studies will be required ~~for complete to apply for~~ permit ~~application(s) to the city, and~~ ~~A CARC~~ may ~~also~~ support ~~application submittals to review by~~ other agencies (e.g. ~~on-site~~ septic ~~systems~~ ~~review~~).

⁶ ~~To streamline application intake, the estimated cost~~ ~~Deposit~~ for this Third-Party Review ~~Fee~~ is as follows: Subdivision 1st Review = \$3,000.00; Other 1st Review = \$2,500.00; Subsequent Reviews = \$1,500.00 each

⁷ ~~For~~ Certain projects with state, federal, or other outside funding, ~~SEPA may require~~ documentation ~~is required by the funding agency even when demonstrating~~ the proposal is exempt from SEPA review.

⁸ ~~Actual publication costs for this item ranged from \$415 to \$450 in 2025.~~

Review Type	Fee
Significant Tree Preservation Review Removal Permit (EMC 18.90.180)	
Residential Use	\$150.00
Hazardous Tree Removal	\$75.00
Significant Tree / Critical Area Tree Retention Plan Review	\$175.00
Subdivision/Nonresidential/Multifamily Use	
Hazardous Tree Removal	\$160.00
Significant Tree / Critical Area Tree Retention Plan Review	
Sites up to 1.0 acre in area	\$360.00
Sites from 1.01 to 5.0 acres in area	\$650.00
Sites greater than 5.0 acres in area	\$800.00
Tree Replacement Fee In-Lieu (EMC 18.90.180(D)(4)(b))	\$600.00 per tree

Table ELU-2: Land Use Reviews

Review Type	Fee
Administrative Use Permit (EMC 18.50.030)	\$3,027,000.00
Binding Site Plan (Chapter 16.05 EMC)	
Commercial, Industrial, or 1-4 Dwelling Units (Administrative Decision)	
Preliminary Approval	\$4,154,600.00
Final Approval	\$1,0651,250.00
Amendment, Modification, or Vacation	\$4,153,700.00
5+ Dwelling Units (Hearing Examiner Decision)	
Preliminary Approval	\$76,000.00
Plus Hearing Examiner	\$3,000.00 Deposit
Final Approval	\$3,51,900.00
Amendment, Modification, or Vacation (EMC 16.05.080 and Chapter 16.07 EMC)	\$74,000.00
Boundary Line Adjustment or Lot Combination (Chapter 16.02 EMC)	\$1,600,065.00
Lot Combination / Lot Line Elimination (results in only one legal parcel remaining)	\$1,000.00
Comprehensive Plan Map and/or Text Amendment (Chapter 18.60 EMC)	\$8,715,500.00
Plus City Attorney and/or Outside Consultant / Third-Party Review (Table DEV-1)	\$2,000.00 Deposit
Conditional Use Permit (EMC 18.50.040)	\$5,255,000.00
Plus Hearing Examiner	\$3,000.00 Deposit
Design Standards Review (EMC 18.50.050)	\$3,000.00
Principal Dwelling / Middle Housing / ADU / Garage	\$320.00
Design Deviation Request (each)	\$120.00
Non-Residential / Multifamily	
up to 12,000 sq. ft. gross floor area (GFA)	\$2,400.00
12,001 to 20,000 sq. ft. GFA	\$3,000.00
Greater than 20,000 sq. ft. GFA	\$3,600.00

Review Type	Fee
Development Agreement (Chapter 18.55 EMC) Plus City Attorney Review Costs Fee	\$11,505,250.00 Actual Cost
Essential Public Facility Permit (EMC 18.50.060) Plus Hearing Examiner	See Conditional Use Permit \$5,250.00 Actual Cost
Nonconforming Use Permit (EMC 18.50.045) Plus Hearing Examiner	See Conditional Use Permit \$5,250.00 Actual Cost
Residential Cluster Development (EMC 18.50.035) Plus Hearing Examiner	See Conditional Use Permit \$5,250.00 Actual Cost
Rezone Site-Specific, with Comprehensive Plan Amendment (Chapter 18.60 EMC) Site-Specific, w/o Comprehensive Plan Amendment (EMC 18.40.110) Plus Hearing Examiner	See Comprehensive Plan Map and/or Text Amendment \$8,715.00 \$5,253,600.00 \$3,000.00 Deposit
Sign Reviews Individual Signs (each) Building Permit Land Use Review Master Sign Plan (EMC 18.97.270) Sign Variance (EMC 18.97.280) Plus Hearing Examiner	See Table B-1 \$200.00 \$5200.00 \$5,253,840.00 \$3,000.00 Deposit
Subdivision (Title 16 EMC) Neighborhood Meeting Short Subdivision (2-6 Lots – Chapter 16.03 EMC) Preliminary Review Minor Modification to Preliminary Approval Final Approval Alteration of Recorded Short Subdivision (Chapter 16.07 EMC) Vacation of Recorded Short Subdivision (Chapter 16.07 EMC) Full Subdivision (7+ Lots – Chapter 16.04 EMC) Preliminary Review Plus Fee Per Lot Plus Hearing Examiner Minor Modification to Preliminary Approval Final Approval Plus Fee Per Lot Alteration of Recorded Full Subdivision (Chapter 16.07 EMC)	\$430240.00 \$4,154,400.00 \$1,065,120.00 \$2,075,160.00 \$2,075,192.00 \$1,065,120.00 \$7,06,400.00 \$135,150.00 \$5,000.00 Deposit \$1,751,920.00 \$3,52,700.00 \$13560.00 \$3,52,700.00

Review Type	Fee
Vacation of Recorded Full Subdivision (Chapter 16.07 EMC)	\$ 1,751 1,680.00
Temporary Use Permit (EMC 18.50.070)	
Neighborhood or Community Garage Sales and Moving Sales	\$0.00
Non-Profit Entities or Government Agencies	\$100.00
All Other Uses, Including Other Sales of Personal Belongings	\$500.00
Wireless Communication Facilities (EMC 18.100.110)	
Antenna Array, New – Administrative Use Permit (AUP)	See fee, above \$3,000.00
Eligible Facility Modification Request	\$ 506 50.00
Communication Tower, New	
Administrative Use Permit (AUP) – See (EMC 18.100.110(E) – Table 1)	See fee, above \$3,000.00
Conditional Use Permit (CUP) – See (EMC 18.100.110(E) – Table 2)	See fee, above \$5,250.00
Plus Hearing Examiner	Actual Cost
Small Wireless Facilities, Outside of Public Right-of-Way ⁹	\$ 506 50.00
Variance (EMC 18.50.080)	
Administrative Variance (Process II Decision)	\$3,02 800.00
Regular Variance (Process III Decision)	\$ 5,25 4,200.00
Plus Hearing Examiner	\$3,000.00 Deposit

Table ELU-3: Miscellaneous Environmental and Land Use Reviews and Fees

Procedure / Process	Fee
Code Interpretation (EMC 18.50.020)	\$1,500.00
Plus City Attorney Review Costs Fee (if needed)	Actual Cost
Code Amendment (Development Regulations – Chapter 18.60 EMC)	No Charge \$1,500.00
Plus City Attorney Review Costs (if needed)	Actual Cost
Environmental or Land Use Permit Extensions	
Process II Permit Extension (EMC 18.40.090(L))	\$135.00
Process III Permit Extension (EMC 18.40.100(M))	\$135.00
Nonconforming Use Letter (EMC 18.90.110(M))	\$1,52 000.00
Plus City Attorney Review Costs Fee (if needed)	Actual Cost
Zoning Confirmation / Verification Letter	\$23 00.00
Other Land Use Reviews	
Nonresidential / Multifamily Building Design Compliance (per building)	\$400.00
Other Building Permit Reviews (each)	\$160.00
Other Construction Permit Compliance (with no associated land use application)	\$80.00
Final Landscape Plan Review (after land use approval, with site development)	
Sites up to 1.0 acre in area	\$320.00

⁹ For small wireless facilities within the public right-of-way, [see use](#) Table E-3. A Master Use Permit or Franchise Agreement and a Right-of-Way Permit are required ([EMC 18.100.110\(D\)](#)).

Procedure / Process	Fee
Sites from 1.01 to 5.0 acres in area	\$560.00
Sites greater than 5.0 acres in area	\$800.00

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Engineering

Table E-1: Clearing Permit Fees (No Associated Grading)

For land clearing activities without any associated grading or permanent hard surface improvements.

Clearing Area	Permit Fee
Less Than 0.75 Acres	\$400.00
0.75 Acres or More	\$800.00

Table E-2: Clearing and Grading Permit Fees

For proposed land clearing and grading activities without any associated permanent hard surface improvements. One (1) year of erosion control compliance inspections are included in the Permit Fee.

Quantity (Cubic Yards / CY)	Permit Fee	Plan Review Fee
Up to 50.00 CY, w/o Critical Areas	Exempt	Exempt
Up to 50.00 CY, w/ Critical Areas	\$13 50.00	\$15 200.00
50.01 – 100.00 CY	\$15 400.00	\$1 250.00
100.01 – 1,000.00 CY	\$15 400.00 for the first 100.00 CY Plus \$37.5 15.00 for each additional 100.00 CY or fraction thereof, up to and including 1,000.00 CY	80% of Permit Fee
1,000.01 – 10,000.00 CY	\$497.5 535.00 for the first 1,000.00 CY Plus \$13.5 15.00 for each additional 1,000.00 CY or fraction thereof, up to and including 10,000.00 CY	80% of Permit Fee
10,000.01 – 100,000.00 CY	\$609 670.00 for the first 10,000.00 CY Plus \$60 9.00 for each additional 10,000.00 CY or fraction thereof, up to and including 100,000.00 CY	80% of Permit Fee
100,000.01 CY and up	\$1,210 39 .00 for the first 100,000.00 CY Plus \$50.00 for each additional 10,000.00 CY or fraction thereof	80% of Permit Fee

Table E-3: Right-of-Way, Roadway and Access Review Fees ([Title 12 EMC](#))

Permit Type	Permit Fee
Access Permits	
Driveway Permit ¹⁰	\$400.00
Vehicle Access / Security Gate Permit	Use Table B-2

¹⁰ Includes one (1) inspection. Additional inspections will be charged hourly [rates](#) – see Table DEV-1.

Permit Type	Permit Fee
Master Use Permit (Cable and Telecommunication Providers) ¹¹	See EMC 12.08.070
Overweight Commercial Vehicle Permit (Over 24,000 GVW – EMC 10.05.060) Plus Annual Renewal and Inspection Fee ⁹	\$400.00 / initial \$250 65.00 / year
Right-of-Way Permit (Temporary or Permanent Disturbance of Right-of-Way) Alternative Annual Permit (Franchisees) Single Activity ⁹ Plus Public Road Cut Deposit Fee (EMC 12.06.110) Chip Seal Surfaces, under 180 square feet Chip Seal Surfaces, 180 square feet or more Plus trench length over 100 feet Asphalt or Concrete Surfaces, under 960 square feet Asphalt or Concrete Surfaces, 960 square feet or more	See EMC 12.06.095 \$400.00 See EMC 12.06.110 \$4.60 per square foot \$828.00 \$828.00 per 100 lineal feet \$4.00 per square foot \$3,840.00 per 100 lineal feet
Roadway Development Review Fees, Public or Private (Chapter 12.05 EMC) ¹² Private Access, Shared Access Driveway, or Private Roadway Residential (1-2 Units), Subdivision (2 Lots) ⁹ Commercial, Industrial, Public, Residential (3+ Units), Subdivision (3-6 Lots) Plus Road Inspection Fee (Minimum 2 Hours) Subdivision (7 or More Lots) Plus Fee per Lineal Foot (LF) of Roadway Centerline Plus Road Inspection Fee (Minimum 2 Hours per 500 LF) Public Roadways (onsite or fronting / abutting the project) Plus Fee per Lineal Foot (LF) of Roadway Centerline Plus Road Inspection Fee (Minimum 2 Hours per 500 LF)	\$400.00 \$800.00 Hourly Rate (\$320.00 min.) \$800.00 \$3. 0 20 / LF Hourly Rate \$800.00 \$3. 0 20 / LF Hourly Rate
Road Deviation / Technical Equivalency Request (EMC 12.05.010 / PCC 17B.10.090)	\$50 650.00
Street Use Permit (Temporary, Limited Use – Chapter 12.16 EMC) Commercial Development Uses Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee Single-Family Residential Uses Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee Non-Franchise Utility Occupation Plus Annual Issuance Fee Temporary Street Uses, Events, or Closures Plus Weekly Fee Temporary Signage Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee	\$ 350 00.00 Hourly Rate (\$160.00 min.) \$15 160.00 / year \$ 30 250.00 Hourly Rate (\$160.00 min.) \$10 80.00 / year \$200 175.00 \$15 80.00 / year \$250 00.00 \$3 40.00 / week \$200 175.00 Hourly Rate (\$160.00 min.) \$15 120.00 / year

Table E-4: Site Development Review Fees

For proposals that create or replace any permanent hard surface with any combination of clearing, grading, right-of-way, roadway, access, and/or surface water improvements.

Permit Type	Fee
Residential Paving and Hard Surface Permit¹³	<u>\$160.00</u>
Site Development Permit	
Base Plan Review Fee	\$45 <u>240.00</u>
Plus Clearing and/or Grading Review, if Applicable	Use Table E-1 or E-2
Plus Roadway Review, if Applicable	Use Table E-3
Plus Surface Water / Stormwater Review, if Applicable	Use Table E-6

Table E-5: Sewer System Extension and Connection Charges

Sewer system extension agreements ([Chapter 11.35 EMC](#)) and sewer system connections ([Chapter 11.40 EMC](#)) are processed by the applicable sanitary sewer provider on behalf of the City of Edgewood. Please contact the appropriate sanitary sewer provider to apply for permits and pay fees.

Sewer Area / Agency	Fee Schedule
Core Phase 1: Lakehaven Water and Sewer	https://www.lakehaven.org/204/Development-Engineering
Non-Core West Phase 1: City of Fife	https://www.fifewa.gov/229/Utility-Billing
Pierce County	https://www.piercecountywa.gov/3958/Connection-Charges

Table E-6: Surface Water Review Fees ([Chapter 13.05 EMC](#))

Review Type	Fee
Residential Paving and Hard Surface Permit¹⁴	\$150.00
Surface Water Permit (if Standalone) or Review	
Under the Threshold for Stormwater Minimum Requirements	Exempt
Stormwater Minimum Requirements 2 and 4 Only	\$240 <u>00.00</u>
Plus Annual Inspection Fee (Includes 1 Hour)	\$160 <u>35.00</u>
Stormwater Minimum Requirements 1 – 5 Only	\$480 <u>00.00</u>
Plus Annual Inspection Fee (Includes 2 Hours)	\$265 <u>320.00</u>
Stormwater Minimum Requirements 1 – 10	\$809 <u>60.00</u>
Plus Annual Inspection Fee (Includes 4 Hours)	\$536 <u>40.00</u>
Surface Water Deviation/Technical Equivalency Request (EMC 13.05.060)	\$50 <u>650.00</u>
Surface Water Variance Request (EMC 13.05.080)	\$5,073 <u>000.00</u>

¹¹ Only required of providers who want or have facilities within Edgewood right-of-way for the sole purpose of providing service(s) to persons and areas outside of the city. For other activity, a Right-of-Way Permit is required.

¹² Requires additional Fire Review Fee equal to 20% of the Roadway Development Review Fee (excluding Inspection Fees).

¹³ Refer to the [Residential Paving and Hard Surface Permit Checklist for applicability](#).

~~¹⁴ Refer to the [Residential Paving and Hard Surface Permit Checklist for applicability](#).~~

Table E-7: Traffic / Concurrency Review Fees ([Chapter 18.105 EMC](#))

Concurrency review is required for any development or redevelopment (except an individual single-family residence) where the proposal or use will generate:

- One (1) or more new vehicle trips through a deficient road or intersection; and/or
- Ten (10) or more new PM Peak Hour vehicle trips.

Review Type	Fee
Capacity Reservation Certificate or Change of Use (EMC 18.105.040)	\$3,000.00
Plus per Net New PM Peak Hour Trip over 25	\$100.00
Traffic Impact Analysis Preparation or Review Outside Consultant / Third-Party Review	Actual Cost See Table DEV-1

Table E-78: Miscellaneous Engineering Reviews and Fees

Procedure / Process	Fee
Engineering Application and Permit Revisions or Reapplication	Hourly Rate
Amendment of Approved (Not Issued) Permit	
Revision of an Issued Permit (Post-Revision) – Major changes (EMC 13.05.040(E))	
Administrative Fee	\$120.00
Review (Min. 1-Hour Charge)	Hourly Rate (\$160.00
Reapplication for Expired Permit (No Change in Adopted Regulations)	min.)
	Permit Fees (50%)
Franchise Agreement	Actual Cost \$1,600.00
Plus City Attorney Review Costs	\$2,500.00 Deposit
Special Event Permit Review (EMC 12.09)	\$80.00
Plus City Staff Time & Materials to Support the Special Event, if applicable	Actual Cost
Street or Alley Vacation (Chapter 12.14 EMC)	
Initial Application	\$4,795 2,000.00
Plus Fee per Sq. Ft. of Area to be Vacated	\$0.15
Plus Appraisal	Actual Cost
Plus City Attorney Review Costs	Actual Cost
If Approved, Plus Fair Market Value and Recording Fees	See EMC 12.14.070

Building and Fire Prevention

Permit fees are based on project valuation. Project valuation is calculated by:

- 1) Taking the cost of labor and materials at fair market value¹⁵; or
- 2) Using the current International Code Council (ICC) Building Valuation Table to estimate the value per square foot of the gross area¹⁶ of new structures and additions (www.iccsafe.org).

Table B-1: Building and Fire Prevention Base Permit Fee, by Valuation

For permit types based on project valuation, additional plan review and other fees will apply. The plan review fee is due at the time of application, any remaining fees are due at the time of permit issuance.

Total Valuation ¹⁷	Base Permit Fee
\$0.00 – \$500.00	\$ 45 54.00
\$500.01 – \$2,000.00	\$ 45 54.00 for the first \$500.00 Plus \$ 5 6.00 for each additional \$100.00 or fraction thereof, up to and including \$2,000.00.
\$2,000.01 – \$25,000.00	\$ 120 144.00 for the first \$2,000.00 Plus \$ 20 24.00 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00.
\$25,000.01 – \$50,000.00	\$ 580 696.00 for the first \$25,000.00 Plus \$ 15 18.00 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00.
\$50,000.01 – \$100,000.00	\$ 955 1,146.00 for the first \$50,000.00 Plus \$ 10 12.00 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00.
\$100,000.01 – \$500,000.00	\$ 1,455 1,746.00 for the first \$100,000.00 Plus \$ 89.60 00 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00.
\$500,000.01 – \$1,000,000.00	\$ 4,655 5,586.00 for the first \$500,000.00 Plus \$ 78.40 00 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00.
\$1,000,000.01 and up	\$ 8,155 9,786.00 for the first \$1,000,000.00 Plus \$ 5 6.00 for each additional \$1,000.00 or fraction thereof.

¹⁵ “Fair market value” means the total value of all construction work, including labor and materials and the contractor’s overhead and profit for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, or any other permanent work or permanent equipment.

¹⁶ “Gross area” [in this context](#) means the total areas of all floors – measured from the exterior face, outside dimensions, or exterior column line of a building – including basements, cellars, and balconies. ~~See EMC Title 15 for the complete IBC or IRC definition.~~

¹⁷ One- and two-family dwelling mechanical and/or plumbing work must be included in the primary building permit (New, Additions and Remodels).

Table B-2: Other Building Permit Fees

Flat permit fees listed in this section are due at the time of permit application.

Permit Type	Base Permit Fee
Accessory Dwelling Unit (EMC 18.90.190)	Use Table B-1
Manufactured Home Placement Fee	\$1,000 65 .00
Demolition Permit	
One- and Two-Family Dwellings	\$240 00 .00
All Other	\$400 35 .00
Re-Roof Permit	
One- and Two-Family Dwellings	\$200 175 .00
All Other	Use Table B-1
Solar Panel	\$4500.00
Vehicle Access / Security Gate Permit ¹⁸	
One- and Two-Family Dwellings	\$420 00 .00
All Other	Use Table B-1
All Other Permits	Use Table B-1

Table B-3: Energy Code Review Fees

This fee applies to new construction and to the alteration, repair, addition, and change of occupancy of any existing building or structure. Fees are due at issuance of the associated building permit.

Total Building Permit Valuation	Review Fee
One- and Two-Family Dwellings:	
Any Valuation	\$150 35 .00
All Other:	
\$0.00 – \$20,000.00	\$150 35 .00
\$20,000.01 – \$300,000.00	\$150 35 .00 for the first \$20,000.00 Plus \$1.50 for each additional \$1,000.00 or fraction thereof, up to and including \$300,000.00.
\$300,000.01 – \$800,000.00	\$570 55 .00 for the first \$300,000.00 Plus \$0.75 for each additional \$1,000.00 or fraction thereof, up to and including \$800,000.00.
\$800,000.01 and up	\$945 30 .00 for the first \$800,000.00 Plus \$0.50 for each additional \$1,000.00 or fraction thereof, up to a maximum energy code review fee of \$1,150 095 .00.

¹⁸ Vehicle access / security gates are regulated under the International Fire Code (see local amendments in [EMC 15.70.040](#)). Please note that new gated communities are prohibited except in limited circumstances per [EMC 16.06.110](#).

Table B-4: Mechanical and Plumbing Permit Fees

The fees below are per plumbing or mechanical permit. The City does not issue combination permits for multi-family, commercial, or other non-residential projects.

Structure Type	Permit Fee
One- and Two-Family Dwellings:	
New Construction ¹⁵	12% of Associated Building Permit Fee
Repair or Replacement:	\$135.00, plus \$15.00 / fixture
All Other:	
New Construction, Repair, or Replacement	Use Table B-1

Table B-5: Fire Prevention Permit Fees

Permit Type	Permit Fee
Aboveground or Underground Storage Tank ¹⁹	
Installation, Residential	\$ 250 65.00
Installation, Commercial or Other	\$ 480 00.00
Removal	\$265.00
Fire Alarm	Use Table B-1
Fire Sprinkler	Use Table B-1
Fire Suppression	Use Table B-1
Operational Permit	Contact City
Public Display of Fireworks (EMC 8.10.0 30 70)	Hourly <u>Rate</u> ²⁰
Smoke Control System	
Staff Review	\$ 560 30.00
Plus <u>Outside Consultant / Third-Party Review</u>	<u>See Table DEV-1</u>
Temporary Membrane Structure and Tent ²¹	\$ 300 35.00
Underground Fire Hydrant, Main, or Valve Connection	Use Table B-1
Vehicle Access / <u>Security Gate Permit</u>	Use Table B-2
All Other Permits	Use Table B-1

¹⁹ Depending on site location, additional ~~C~~critical areas and/or State Environmental Policy Act (SEPA) reviews may be required. Please contact planning staff to confirm.

²⁰ Not to exceed \$5,000.00, consistent with RCW 70.77.555.

²¹ A Temporary Use Permit ~~is~~may also be required – see Table ELU-2.

Table B-6: Fire Code Review Fees

Fees are collected under the associated building permit and are required for new construction, additions, or remodels that create new gross floor area²².

Total Building Permit Valuation	Review Fee
\$0.00 – \$50,000.00	\$ 160 ³⁵ .00
\$50,000.01 – \$300,000.00	\$ 300 ²⁶⁵ .00
\$300,000.01 – \$700,000.00	\$ 450 ⁶⁰ .00
\$700,000.01 – \$1,000,000.00	\$ 700 ⁶⁶⁵ .00
\$1,000,000.01 – \$1,500,000.00	\$1, 250 ³³⁰ .00
\$1,500,000.01 – \$5,000,000.00	\$ 2,000 ^{1,995} .00
\$5,000,000.01 – \$10,000,000.00	\$2, 750 ⁶⁶⁰ .00
\$10,000,000.01 – \$20,000,000.00	\$ 4,000 ^{3,990} .00
\$20,000,000.01 and up	\$ 4,000 ^{3,990} .00 Plus \$5.00 for each additional \$100,000.00 or fraction thereof.

Table B-7: Miscellaneous Building and Fire Prevention Fees

Procedure / Process	Fee
Electrical Permits https://lni.wa.gov/licensing-permits/	Contact Washington Labor & Industries
Plan Review Fee (Building, Fire, Plumbing and Mechanical Permits) Initial Review (Up to 2 Reviews) Additional Review (Min. 1-Hour Charge)	65% of Permit Fees Hourly Rate (\$160.00 min.)
Revision of an Issued Permit (Post-Revision) ²³ One- or Two-Family Dwelling Admin Fee All Other Admin Fee Review (Min. 1-Hour Charge)	\$ 120 ³⁵ .00 \$ 240 ⁶⁵ .00 Hourly Rate (\$160.00 min.)
State Building Code Council Fees ²⁴ Single-Family, Duplexes, and Townhomes Multi-Family, Commercial, and Other Per Residential Dwelling Unit > 1	\$6.50 \$25.00 \$2.00

²² [“Gross floor area” in this context means the floor area measured from the inside perimeter of the exterior walls. See EMC 15.70.290 for the complete definition. ~~Gross floor area” means the gross floor area as defined in EMC 15.05.110.~~](#)

²³ ~~F~~The fee listed here is for the revision of a building, fire, mechanical, or plumbing permits only. [Please see Tables ELU-1, ELU-2, ELU-3 and E-8 for other applications and permits that might be revised.](#)

²⁴ Fee is charged per single-family, multi-family, commercial, or other construction permit as established by [Revised Code of Washington \(RCW\) Chapter 19.27](#), including accessory structures. Typically, any work to construct, enlarge, repair, move, demolish, or change the occupancy of a structure is subject to the fee. The fee amount is established by Washington State and is subject to change at any time.

Procedure / Process	Fee
Occupancy Certificates (outside of other permits)	
Temporary Certificate of Occupancy (TCO) – 180 Days	10% of Permit Fee
90-Day Extension of TCO	\$250.00
Replacement / Verification of Previously Permitted Work	\$250.00

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IMPACT FEES

Impact fees are a one-time fee charged for new development to help pay for new or expanded public facilities, such as public streets, parks, and schools. Pursuant to [Ordinance 25-0684](#), Accessory Dwelling Units will not be charged any more than 50% of the principal unit's applicable impact fee(s).

Low-income housing may request exemption from all impact fees (school, park, and traffic) using the procedures in [Chapter 4.40 EMC](#). Requests may be submitted either prior to or at the time of building permit application.

Table I-1: School Impact Fees ([Chapter 4.10 EMC](#))

School impact fees are paid directly to the applicable school district. A receipt must be provided to the City prior to building permit issuance, unless impact fees are deferred pursuant to [Chapter 4.05 EMC](#).

School District		Per Single-Family Unit		Per Multi-Family Unit	
		Up to 2 bedrooms	3 or more bedrooms	1 bedroom	2 or more bedrooms
Fife	www.fifeschools.com	\$3,063.00	\$4,595.00	\$1,623.00	\$2,435.00
Puyallup	www.puyallupsd.org	\$3,063.00	\$4,595.00	\$1,623.00	\$2,435.00
Sumner-Bonney Lake	www.sumnersd.org	\$3,063.00	\$4,595.00	\$1,623.00	\$2,435.00

Table I-2: Park Impact Fees ([Chapter 4.20 EMC](#))

All residential units will be charged \$1.433 per square foot of livable space, with a minimum fee of \$1,295.29 (904 sf) and a maximum fee of \$3,325.15 (2,319 sf).

Table I-3: Traffic Impact Fees ([Chapter 4.30 EMC](#))

Fees are collected pursuant to the current [Transportation Impact Fee Program Report](#), and a detailed list organized by land use can be found here: [Transportation Impact Fee Schedule](#). The applicant can elect to use the city's fee schedule to calculate the applicable fee, which incorporates adjustments for pass-by/diverted trips and trip lengths, or they may provide a TIF calculation prepared by a licensed Transportation Engineer pursuant to [EMC 4.30.090](#).

Per Net New 1.00 PM Peak Hour Trip, or Fraction Thereof	Fee
2026 Rate (Effective January 1, 2026)	\$12,426.00
Plus Administrative Fee (EMC 4.30.140)	5% of Fee \$250 per unit ²⁵

²⁵ For the purposes of this fee, "unit" means an individual residential dwelling unit (detached, attached, accessory, multifamily, etc.) or individual non-residential unit (commercial/retail suite, industrial building, etc.) that is intended for human occupation and generates vehicular trips pursuant to current Institute of Transportation engineers (ITE) guidance.

Table I-4: Impact Fee Deferral

An applicant may defer payment of an impact fee for new, single-family units. The request must be submitted prior to building permit issuance. See [Chapter 4.05 EMC](#) for additional information.

Procedure / Process	Fee
Deferral of Park, School, or City Traffic Mitigation Fee, per Fee Type, per Lot	\$ 400 15.00

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BUSINESS LICENSE FEES

The City of Edgewood requires any business located within the city limits to be licensed prior to operating. Businesses that are physically located outside of the city but conduct business activities within the city, such as contractors and mobile food vendors, are required to obtain a business license if their annual income within city limits exceeds \$5,000.00.

Table BL-1: Business Licenses ([Chapter 5.05 EMC](#))

An application for a general business license, including the general business license fee, is submitted through the Washington State Department of Revenue²⁶. Additional permit fees, Washington State fees, and City Traffic Impact fees may apply. Business inspections are completed by East Pierce Fire & Rescue.

License Type	Fee
Resident General Business License, per Location	\$40.00
Non-Resident General Business License	\$40.00

Table BL-2: Additional Licenses and Permits

The licenses and permits listed below are required in addition to the City of Edgewood General Business License and any other Washington State license, fee, or tax.

License Type	Fee
Adult Business (Chapter 5.10 EMC)	
Location License	No Charge \$250.00
Manager's License	No Charge \$100.00
Entertainer's License	No Charge \$100.00
Home Businesses – Land Use Compliance Review	
Limited Home Business Permit (EMC 18.100.080)	No Charge
Regular Home Business Permit (EMC 18.100.070)	\$5 200.00

Table BL-3: Miscellaneous Business License Fees

Procedure / Process	Fee
Adult Family Home (DSHS Inspections) ²⁷	
Inspection, Pre-License, or Change to Exiting or Bedrooms	\$400.00

²⁶ Washington State Department of Revenue website: <https://dor.wa.gov/open-business/apply-business-license>

²⁷ Covers up to three (3) hours of staff time for completion of the inspection and inspection checklist. Additional permits may be required. The DSHS Adult Family Home Building Inspection Checklist is available online at: <https://www.dshs.wa.gov/altsa/residential-care-services/afh-building-inspections>

UTILITY CHARGES

The City of Edgewood does not own and/or operate several of the utilities serving the area, such as ~~local~~ electricity, natural gas, solid waste, or water, ~~or wastewater utilities~~. Please contact the appropriate utility for any development charges or rates:

Table U-1: Utility Providers Serving ~~in~~ the City of Edgewood

Utility Type	Provider(s)
Electric	Puget Sound Energy (https://www.pse.com/)
Garbage <u>(Solid Waste)</u>	Murrey's / DM Disposal (https://www.murreysdisposal.com/)
Gas	Puget Sound Energy (https://www.pse.com/)
<u>On-Site</u> Septic	Tacoma-Pierce County Health Department (TPCHD) (https://www.tpchd.org/)
<u>Sanitary</u> Sewer	Multiple – for service boundaries, see the Edgewood Interactive GIS Map ²⁸
Water	Multiple – for service boundaries, see the Edgewood Interactive GIS Map ²⁸

Table U-2: Surface Water Utility Annual Service Charge ([EMC 13.10.070](#))

Charges are ~~billed~~ collected by the Pierce County Assessor-Treasurer with your property tax bill on behalf of the City, ~~plus~~ including any applicable utility tax.

Classification	Rate
Residential	\$257.58
Duplex	\$332.26
Multi-Family, per Sq. Ft. Impervious Area	\$0.097565
Mobile Home Site	\$141.67
Vacant / Undeveloped	\$64.80
State, County, and Federal Public Highways, per Sq. Ft. Impervious Area	\$0.029268
All Other, per Sq. Ft. Impervious Area	\$0.097565

Table U-3: Utility Tax Rates ([Chapter 5.08 EMC](#))

Utility	Tax Rate
Cable Television (EMC 5.08.030(G))	6.00%
Gas (EMC 5.08.030(B))	6.00%
Light or Power (EMC 5.08.030(C))	6.00%
<u>Sanitary</u> Sewer / <u>Surface Water</u> / <u>Water</u> (EMC 5.08.030(E))	6.00%
Surface Water (EMC 5.08.030(E))	6.00%
Solid Waste (EMC 5.08.030(F))	6.00%
Telephone, Cellular or Regular (EMC 5.08.030(A) and (D))	6.00%

²⁸ The Edgewood Interactive GIS Map is available online at: <https://www.cityofedgewood.org/224/Maps-Directions>

Utility	Tax Rate
Water (EMC 5.08.030(E))	6.00%

Table U-4: Sanitary Sewer Utility Fees and Charges (EMC Title 11)

The City of Edgewood owns a sanitary sewer utility that serves the Meridian Corridor and some adjacent areas, and it is currently operated and maintained by Lakehaven Water & Sewer District (LWSD) under Interlocal Agreement. LWSD also administers all sanitary sewer development review, permitting, and collects monthly rates for this utility on behalf of the city. Please refer to the Edgewood Interactive GIS Map for the current sanitary sewer service area boundaries.

The table below lists all the fees and charges referenced by EMC Title 11. Please contact LWSD to confirm and/or request an estimate for said fees and charges.

Fee Type	Fee
<u>System Extension Agreements (EMC 11.35.090(H))</u>	<u>LWSD Development Engineering website</u>
<u>Application Fee</u>	\$900.00 + \$2,600 Deposit
<u>Plan Check Costs</u>	Contact LWSD
<u>Inspection Costs</u>	Contact LWSD
<u>Mapping Fee</u>	Contact LWSD
<u>Maintenance Bond Release Inspection Fee</u>	\$760.00
<u>Sewer Capacity Reservation Charge (EMC 11.30.080(F)(2))</u>	Connection Charge (50%)
<u>Latecomer Agreements (EMC Chapter 11.36)</u>	<u>Actual Costs</u>
<u>Reimbursement Fee (per transaction)</u>	\$130.00
<u>Connection Charges (EMC 11.40.110)</u>	<u>LWSD Development Engineering website</u>
<u>Processing Fee (aka Connection Permit)</u>	\$570.00
<u>Existing Facilities Charge</u>	Not Applicable
<u>Conveyance Development Charge (EMC 11.60.060)</u>	\$7,387.00 per ERU (outside LID #1 only)
<u>Future Facilities Charge (aka Capital Facilities Charge)</u>	\$6,676.00 per ERU (LWSD)
<u>Collection System Charge</u>	Not Applicable
<u>Inspection Charges</u>	Contact LWSD
<u>Existing Side Sewer Charges</u>	Not Applicable
<u>Latecomer Agreements</u>	See Above
<u>Credit for ERU Reservation</u>	Contact LWSD if applicable
<u>Transfer Fee</u>	Contact LWSD if applicable
<u>Treatment Charges (commercial/industrial buildings only)</u>	Contact LWSD
<u>Rates (EMC 11.60)</u>	<u>LWSD Sewer Rate website</u>
<u>LWSD Sewer Rates (bi-monthly, includes Utility Tax)</u>	
<u>Fixed Charge</u>	\$31.91
<u>Volume Charges – Single Family</u>	\$6.68
<u>Volume Charges – Other</u>	See LWSD Sewer Rate website
<u>City of Edgewood Sewer Rates (per month)</u>	
<u>Base Rate</u>	\$5.00

Fee Type	Fee
Usage Rate (per 100 cubic feet)	\$0.95

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ANIMAL AND KENNEL LICENSE FEES (METRO ANIMAL SERVICES)

Animal control and licensing services are provided by Metro Animal Services. The fees below are not a complete list of fees or services, [provided pursuant to EMC 6.01.020\(B\) which references Sumner Municipal Code \(SMC\) 6.04.030, and](#) ~~Fees~~ are subject to change without notice.

License fees are due annually to Metro Animal Services. Fees may be paid by:

1. Completing the annual license process online at <https://metroanimalservices.org>; or
2. Submitting a completed *Pet License Application Form for Edgewood*²⁹ and payment:
 - By Mail / Check: Metro Animal Services, 1104 Maple Street, Ste 240, Sumner, WA 98390
 - In Person: Edgewood City Hall, [10440 Dom Calata Way E, Edgewood, WA 98372](#)

License Type	Fee
Annual Cat License	
Juvenile (8 Weeks to 6 Months)	\$0.00
Adult (7 Months or Older)	
Unaltered	\$60.00
Spayed / Neutered ³⁰	\$12.00
Adult (7 Months or Older), Reduced Rate for Senior Citizens (65 or Older)	
Unaltered	\$30.00
Spayed / Neutered ²⁷	\$6.00
Annual Dog License	
Juvenile (8 Weeks to 6 Months)	\$0.00
Adult (7 Months or Older)	
Unaltered	\$60.00
Spayed / Neutered ²⁷	\$20.00
Adult (7 Months or Older), Reduced Rate for Senior Citizens (65 or Older)	
Unaltered	\$30.00
Spayed / Neutered ²⁷	\$10.00
Late Fees	
Renewal is 30 – 59 Days Late, per License	\$10.00
Renewal is 60 or More Days Late, per License	\$20.00
Kennel License ³¹	\$75.00
Replacement of Lost or Damaged Tag	\$5.00

²⁹ Form is available online at: <https://metroanimalservices.org/i-have-a-pet/license-my-pet/>

³⁰ In order to receive the reduced rate for altered dogs and cats, owners must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.

³¹ Kennel may require an Administrative Use Permit (AUP) or Conditional Use Permit (CUP), depending on the location. Additional fees apply.

PUBLIC RECORDS REQUEST FEES ([CHAPTER 2.50 EMC](#))

Records requests can be submitted for most City documents. For the form and instructions, please visit the City's website at: <https://www.cityofedgewood.org/154/Public-Records-Request>.

The City may use an outside vendor for copying services and bill the requestor for the amount charged by the vendor.

Before beginning to copy or scan records, the City may require a deposit of up to 10% of the estimated costs of copying or scanning the records selected by a requestor. The City may also require the payment of the remainder of the copying or scanning costs before providing all the records, or the payment of the costs of copying an installment before providing that installment.

Any requestor may ask for an estimate of fees prior to the City processing the request. The requestor may then revise the request in order to reduce the request and applicable charges.

Public Records Request Process	Fee
Alternative Fee ³²	\$2.00
Certified Copies	
First Page	\$5.00
Per Additional Page	\$1.00
Customized Service Charge	RCW 42.56.120
Photocopies, up to 11 x 17 inches	
Black and White	\$0.15 / Side
Color	\$0.50 / Side
Photocopies, Oversized Documents	Unavailable
Scanning	
Scanning, up to 11 x 17 Inches	\$0.10 / Side
Scanning, over 11 x 17 Inches	\$0.25 / Side
Staff Time, over 30 Minutes (EMC 3.35.040)	Hourly Rate
Transmittal	
Per Four (4) Attachments, Uploads, or Other Electronic Delivery	\$0.05
Per Gigabyte of Electronic Transmission	\$0.10
Digital Transmittal Device (CD, Flash Drive, etc.)	Actual Cost
Physical Transmittal Device (Envelope, Box, Tube, etc.)	Actual Cost
Postage and Delivery	Actual Cost
Transcription of City Council, Board, Commission, or Hearing Examiner Meetings	Actual Cost
Viewing Records	No Charge

³² The City may, in its discretion, choose to impose a flat fee as an alternative to the fees in this section when the agency reasonably estimates and documents that the costs will be equal to or more than the listed flat fee.

FEE SCHEDULE UPDATE HISTORY

Resolution No.	Change	Effective Date
26-0XXX	Hourly Rate and Fee Updates	March 1, 2026
Ord. No. 25-0690	Transportation Impact Fee Updates	January 1, 2026
25-0778	School and Park Impact Fee Updates, other misc. cleanup	June 30, 2025
N/A	Annual Update to TIF Trip Rate (Table I-3), per EMC 4.30.130	January 1, 2025
24-0715	Update to TUP review fee.	April 15, 2024
23-0692	Complete update with reformatting.	January 1, 2024
16-0337	Complete update; first fee schedule adopted by resolution.	August 16, 2016

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**City Of Edgewood
Council Agenda Summary Sheet**

Subject: NFC Franchise Agreement	Agenda Item #: 2.D
	For Agenda of: 4/7/2026
	Prepared by: Chuck Hendricksen

Attachments (list):

- 2026.03.10 NFC Northwest Edgewood Franchise - FINAL

<p align="center">Approval of Materials:</p> Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 04/02/2026 Dave Olson, Mayor 04/02/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: SS Discussion 4/7 RCM First Reading 4/14 RCM Second Reading Action Item 4/28

Summary Statement:

This is a franchise agreement to provide fiber access to local citizens. It has been vetted by City's legal council.

Item History:

Recommended Action:

Hold a discussion regarding NFC Franchise Agreement

Fiscal Note/Consideration:

ORDINANCE NO. ____

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

WHEREAS, NFC Northwest, 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: NFC Northwest, LLC
135 Lake Street South, Suite 155
Kirkland, Washington 98033
legal@ziply.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

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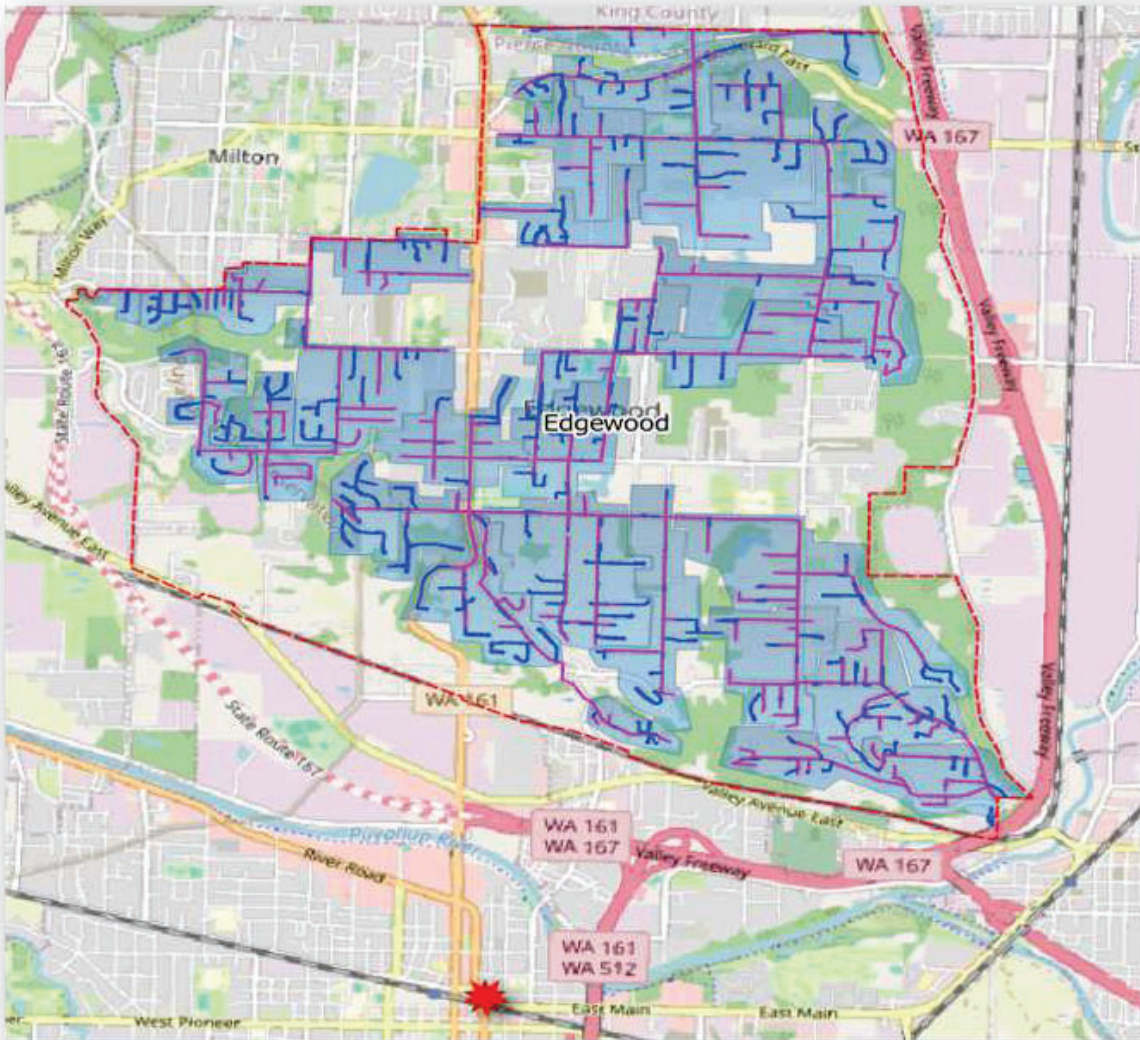


EXHIBIT B

STATEMENT OF ACCEPTANCE

NFC Northwest, 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.

NFC Northwest, LLC

By: *Byron E. Springer, Jr.*

Date: 03/10/2026

Name: Byron E. Springer, Jr

Title: Chief Corporate Officer



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Repealing Ordinance No. 23-0469 and Chapter 8.10 - Fireworks	Agenda Item #: 2.E
	For Agenda of: 4/7/2026
	Prepared by:
Attachments (list): 1. PD Stats 2. EPFR Edgewood Fireworks Incidents_2022-2025 3. Ordinance No. 26-0xxx - Repealing Ordinance No. 23-0469 and Chapter 8.10- 2.13.26 Atty(11190133.1)	
Approval of Materials: Rachel Pitzel, Assistant City Administrator 04/01/2026 Dave Olson, Mayor 04/01/2026	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 03/03/2026 SS Discussion 03/24/2026 RCM – Public Hearing 04/07/2026 SS Discussion 04/14/2026 RCM Potential Action

Summary Statement:

Following the public hearing held on March 24, 2026, the City Council is now considering next steps regarding the proposed ordinance to repeal the City’s current fireworks ban.

The purpose of the proposed ordinance is to repeal Ordinance No. 23-0645 and Chapter 8.10 of the Edgewood Municipal Code, thereby eliminating local fireworks regulations and allowing state law (Chapter 70.77 RCW) to govern fireworks use within the City.

Under Washington law, cities may either adopt local fireworks regulations (which may be more restrictive than state law and are subject to a one-year delayed effective date), or choose not to adopt local regulations, in which case state law applies automatically. The proposed ordinance implements the latter option.

As discussed during the March 24 public hearing, the Council received diverse public input regarding fireworks use within the City. Tonight’s discussion is intended to seek Council direction regarding the proposed ordinance.

***Chief Parkinson for EPFR has provided data which is included in the packet material. He noted: Attached is what we were able to put together responsive to your request. The first tab, "All Calls", is all incidents in Edgewood around the New Year's (12/30 - 1/3) and Independence Day holidays (6/28 - 7/10). The second tab, "Fireworks Involved Incidents", are incidents in which we filled out and submitted a fireworks fire report to WSP*

for incidents in which fireworks were suspected or confirmed to have been involved (based on direct feedback from crews and/or incident narratives). We have not submitted any fireworks fire reports or fireworks injury reports around New Year's

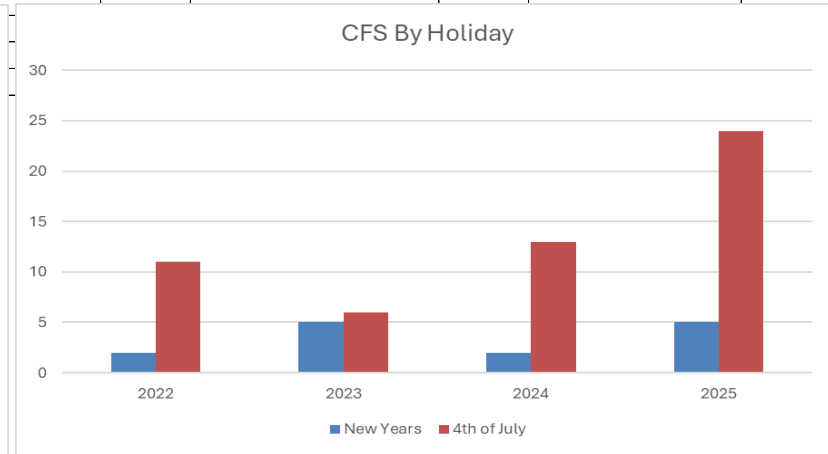
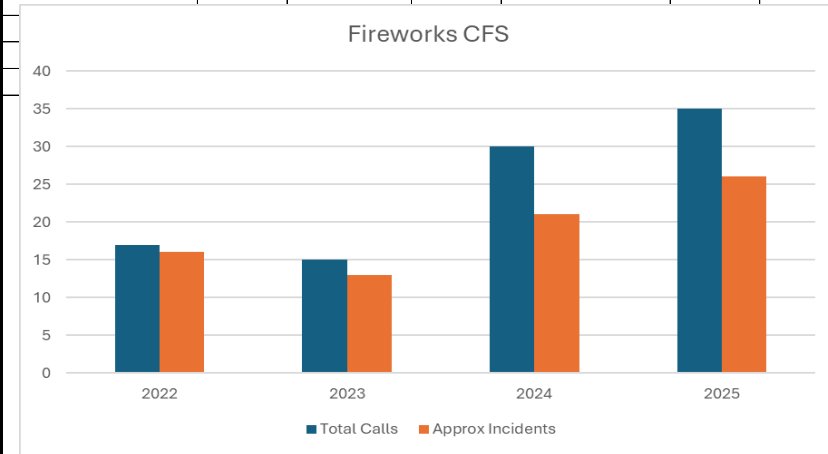
Item History:

Hold a discussion and provide staff direction to Repealing Ordinance No. 23-0469 and Chapter 8.10 - Fireworks

Recommended Action:

Fiscal Note/Consideration:

Data pulled from Dec 15th of prior year to Dec 15th of following year to capture both New Years and July 4th activity for that "year"									
		Total Calls for Service	Approx Incidents	PD Responded To	New Years Related Calls	4th of July Related	Online Reports		
					Incident = fireworks being set off				
2022		17	16	12	2 calls for 2 incidents	11 calls for 10 incidents	0		
2023		15	13	7	5 calls for 4 incidents	6 calls for 5 incidents	0		
2024		30	21	18	2 calls for 2 incidents	13 calls for 9 incidents	9		
2025		35	26	16	5 calls for 5 incidents	24 calls for 17 incidents	19		



*** SS911 began offering an online reporting method for Fireworks complaints in 2024.

*** No infractions were written or needed in 2025, the first full year of the ban. Outside of more serious violations the strategy was education. When the ban was initiated Sector was not updated to include the Edgewood municipal code infraction. That has since been added and the Edgewood PD is ready to administer infractions in 2026 for non compliance should the ban stay in effect.

01/01/2022 - 01/03/2022:		01/01/2023 - 01/03/2023:		01/01/2024 - 01/03/2024:		01/01/2025 - 01/03/2025:	
Fire:	1	Fire:	-	Fire:	-	Fire:	-
EMS:	8	EMS:	8	EMS:	7	EMS:	9
Other:	2	Other:	-	Other:	2	Other:	2

06/28/2022 - 07/10/2022:		06/28/2023 - 07/10/2023:		06/28/2024 - 07/10/2024:		06/28/2025 - 07/10/2025:	
Fire:	2	Fire:	6	Fire:	7	Fire:	5
EMS:	33	EMS:	41	EMS:	26	EMS:	40
Other:	11	Other:	9	Other:	11	Other:	16

12/30/2022 - 12/31/2022:		12/30/2023 - 12/31/2023:		12/30/2024 - 12/31/2024:		12/30/2025 - 12/31/2025:	
Fire:	-	Fire:	-	Fire:	-	Fire:	-
EMS:	6	EMS:	4	EMS:	8	EMS:	3
Other:	-	Other:	1	Other:	-	Other:	2

2022:

Date:	Incident Type:	Incident #:	Fireworks Suspected or Confirmed:
7/4/2022	173 - Cultivated Trees or Nursery Stock Fire	EPF22006247	Confirmed
7/4/2022	111 - Building Fire	EPF22006248	Confirmed
7/11/2022	140 - Natural Vegetation Fire	EPF22006498	Suspected

2023:

Date:	Incident Type:	Incident #:	Fireworks Suspected or Confirmed:
7/4/2023	140 - Natural Vegetation Fire	EPF23006189	Suspected
7/4/2023	111 - Building Fire	EPF23006200	Suspected
7/5/2023	140 - Natural Vegetation Fire	EPF23006229	Suspected
7/5/2023	111 - Building Fire	EPF23006236	Suspected

2024:

Date:	Incident Type:	Incident #:	Fireworks Suspected or Confirmed:
7/3/2024	151 - Outside rubbish, trash or waste fire	EPF24006403	Confirmed
7/4/2024	131 - Passenger Vehicle Fire	EPF24006470	Confirmed

2025:

Date:	Incident Type:	Incident #:	Fireworks Suspected or Confirmed:
6/30/2025	142 - Brush or Brush and Grass Mixture Fire	EPF25006309	Suspected
7/4/2025	151 - Outside rubbish, trash or waste fire	EPF25006504	Suspected
7/4/2025	142 - Brush or Brush and Grass Mixture Fire	EPF25006523	Suspected

ORDINANCE NO. 26-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, REPEALING ORDINANCE NO. 23-0649; REPEALING CHAPTER 8.10 OF THE EDGEWOOD MUNICIPAL CODE (EMC) RELATED TO FIREWORKS; ADOPTING THE PROVISIONS OF CHAPTER 70.77 RCW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on September 19, 2023, the City Council adopted Ordinance No. 23-0649, repealing and readopting Chapter 8.10 of the Edgewood Municipal Code (EMC), which prohibited the sale, use, transfer, discharge, ignition, or explosion of fireworks within the city except as specifically authorized; and

WHEREAS, the City Council now desires to repeal Ordinance No. 23-0649 and Chapter 8.10 EMC in their entirety and to allow fireworks regulation within the city to be governed solely by the provisions of Chapter 70.77 RCW unless and until the City Council adopts future local regulations in accordance with state law; and

WHEREAS, the City Council finds that expressly stating its legislative intent and adopting the provisions of Chapter 70.77 RCW upon repeal provides clarity to residents, enforcement officials, and the public;

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

Section 1. Repeal of Ordinance No. 23-0649. Ordinance No. 23-0649 is hereby repealed in its entirety.

Section 2. Repeal of Chapter 8.10 EMC. Chapter 8.10 EMC is hereby repealed in its entirety and shall be of no further force or effect.

Section 3. Adoption of Chapter 70.77 RCW. Upon repeal of Ordinance No. 23-0649 and Chapter 8.10 EMC, the sale, use, transfer, discharge, ignition, and explosion of fireworks within the City of Edgewood shall be governed by the provisions of Chapter 70.77 RCW and applicable state administrative rules, as now existing or hereafter amended unless and until the City Council adopts future local fireworks regulations in accordance with state law.

Section 4. Statement of Intent. It is the express intent of the City Council that this ordinance constitutes only a repeal of existing local fireworks regulations and does not adopt, reenact, amend, or replace those regulations with any new local fireworks regulations. The City Council further intends that, upon repeal, state law shall apply and this ordinance shall not be construed as the adoption of a local ordinance more restrictive than state laws for purposes of RCW 70.77.250 or any related provision.

Section 5. 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 6. 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 7. 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 XTH DAY OF XXXXXXXXXXXXXXXX, 2026

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Mali C. Barber, City Attorney

Date of Publication: **Friday**
Effective Date: **Following Wednesday**



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Council Rules of Procedures	Agenda Item #: 2.F
	For Agenda of: 4/7/2026
	Prepared by: Rachel Pitzel

Attachments (list):
1. CRofP edits from March 3 and March 31

<p align="center">Approval of Materials:</p> <p>Rachel Pitzel Rachel Pitzel, Assistant City Administrator 04/02/2026 Dave Olson, Mayor 04/02/2026</p>	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline:

Summary Statement:

This agenda item provides Council with an opportunity to consider the City’s Council Rules of Procedure following direction provided at the March 31, 2026, Council retreat. The document before Council incorporates all redlined revisions previously discussed at the March 3, 2026, meeting, as well as additional redlines developed during the Council retreat.

In addition, Section 7.2 and 13.2 have been included for Council’s consideration. While the topics were discussed conceptually during the retreat, the specific redlined language was developed by staff following additional research conducted after the meeting and has not been previously presented to Council.

This study session allows Council to review the updated Rules of Procedure, confirm that the revisions align with Council direction, and provide any final feedback prior to future consideration or adoption.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Council Rules of Procedures

Fiscal Note/Consideration:



Table of Contents

Section 1. Authority; Enforcement; Construction
Section 2. Organization
Section 3. Mayor and Deputy Mayor
Section 4. Pro Tempore and Deputy Mayor Appointments
Section 5. Council Authority and Council Relations with City Staff
Section 6. City Advisory Bodies
Section 7. Council Meeting Staffing
Section 8. Council Meetings
Section 9. Agenda Preparation
Section 10. Council Discussion
Section 11. Comments, Concerns and Testimony to Council
Section 12. Motions
Section 13. Ordinances
Section 14. Councilmember Attendance at Regular Meetings
Section 15. Public Hearings
Section 16. Media Representation at Council Meetings
Section 17. Council Committee Liaisons, Service on Regional Boards, and Representation on Behalf of the City
Section 18. Confidentiality
Section 19. Administration and Housekeeping
Section 20. Suspension and Amendment of Rules; Implied Waiver
Section 21. Minutes

SECTION 1. AUTHORITY; ENFORCEMENT; CONSTRUCTION

- 1.1 The Edgewood City Council hereby establishes the following rules for the conduct of Council meetings, proceedings, and business. These rules shall be in effect upon adoption by the Council and until such time as they are amended or new rules are adopted. These rules shall be construed in accordance with applicable state law. If any provision of these rules irreconcilably conflicts with any applicable state law provision, the state law provision shall control to the extent of such conflict.
- 1.2 These rules are for the sole use and convenience of the City Council and Mayor and may only be enforced thereby. Nothing in these rules shall be construed as creating any enforceable right, entitlement and/or cause of action in or for any third party.

SECTION 2. ORGANIZATION

- 2.1 SWEARING IN OF NEW COUNCILMEMBERS and MAYOR – New Councilmember(s) and Mayor shall be sworn in, according to the requirements of State law as they currently exist or may hereafter be amended. State law currently allows ~~new Councilmembers local elected officials (a) Up to ten days prior to the scheduled date of assuming office, including just prior to commencing the first meeting in which the newly elected Councilmember(s) will assume office; or (b) At the last Regular Meeting of the City Council held before the beginning of the year in which Councilmember elect is to assume office.~~ to be sworn in any time after the election results have been certified up to the day before the new term begins. Under current State law, the oath may be administered and certified by “any officer or notary public who administers oaths, without charge therefore.” This includes but is not limited to, the City Clerk and any judicial officer.
- 2.2 VACANCIES OF OFFICE - A vacancy of office will occur upon the death or resignation of the incumbent, the incumbent ceasing to be a legally registered voter of the city, the incumbent’s conviction of a felony or other offense involving a violation of his or her official oath, and other events as set forth in RCW 35A.12.060 and RCW 42.12.010. If a vacancy should occur, the remaining members of the City Council shall appoint a qualified person to fill the vacant position pursuant to the provisions of 42.12.070 within ninety (90) days of the occurrence of the vacancy. Councilmember and Mayor appointees under this section shall be sworn in prior to assuming their seat ~~on the Council.~~

The following procedures are intended to provide guidance to the Council when a Councilmember or Mayor position becomes vacant before the expiration of the official's elected term of office. Provided, the Council in its discretion may specify another lawful process for filling any vacancy.

- 2.3 APPOINTMENT PROCESS

- (1) The Council shall direct staff to begin the Councilmember or Mayor appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity.
- (2) The City Clerk's office shall prepare and submit a display advertisement to the City's official newspaper and provide courtesy copies to all other local media outlets. The advertisement will announce the vacancy consistent with the requirements necessary to hold public office; specify that the applicant must be a registered voter of the City and have a one (1) year residency in the City. This display advertisement shall be published once each week for two (2) consecutive weeks. This display advertisement shall contain other information including, but not limited to, time to be served in the vacant position, election and salary information, Councilmember or Mayor authority and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the Council deems appropriate.
- (3) The City Clerk's Office shall prepare an application form, which requests appropriate information for Council consideration of the applicants. Applications will be available at the City offices and such other locations that the Council deems appropriate.
- (4) Applications received by the deadline date and time will be copied and circulated by the City Clerk's office to the Mayor and Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.
- (5) The City Clerk's office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled Council meeting, or a special session Council meeting.
- (6) The City Clerk's office shall notify applicants of the location, date and time of Council or Mayor interviews.
- (7) Prior to the date and time of the interview meeting, the Mayor (or Deputy Mayor in the event of a Mayor opening) shall accept one interview question from each Councilmember.

2.4 INTERVIEW MEETING - Each interview of an applicant/candidate shall be no more than thirty (30) minutes in length as follows:

- (1) The applicant shall present his or her credentials to the Council. (10 minutes).
- (2) The Council shall ask the predetermined set of questions, which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions and will have two (2) minutes to answer each question. (14 minutes).
- (3) An informal question and answer period in which Councilmembers may ask and receive answers to miscellaneous questions. (10 minutes).
- (4) The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.
- (5) The Council may reduce the thirty (30) minute interview time if the number of applicants exceeds six (6) candidates or, alternatively, the Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

- 2.5 VOTING - Upon completion of the interviews, Councilmembers may convene into executive session to discuss the qualifications of the applicants. However, all interviews, nominations and votes taken by the Council shall be in open public session.
- (1) The mayor (or Deputy Mayor in the event of a Mayor opening) shall ask for nominations from the Councilmembers.
 - (2) After a nomination and second has been received, the City Clerk shall proceed with a roll-call vote.
 - (3) Balloting will continue until a nominee receives a majority vote.
 - (4) At any time during the balloting process, the Council may postpone balloting until a date certain or regular Council meeting if a majority vote has not been received.
 - (5) Nothing in this policy shall prevent the Council from reconvening into executive session to further discuss the applicant/candidate qualifications.
 - (6) The mayor (or Deputy Mayor in the event of a Mayor opening) shall declare the nominee receiving the majority vote as the new Councilmember and the Clerk shall swear him/her into office at the earliest opportunity, no later than the next regularly scheduled Council meeting.
 - (7) If the Council does not give a majority vote within ninety (90) days of the declared vacancy, the RCW delegates appointment powers to Pierce County.

SECTION 3. MAYOR AND DEPUTY MAYOR

- 3.1 Presiding Officer Duties. The mayor shall preside at all meetings of the Council, and in the absence of the Mayor, the Deputy Mayor will act in that capacity. If both the Mayor and Deputy Mayor are absent, the Councilmembers present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

The responsibilities of the Mayor, Deputy Mayor or Presiding Officer shall be as follows:

- (1) He or she shall preserve order and decorum in the Council chambers.
- (2) He or she shall observe and enforce all procedural rules adopted by the Council.
- (3) He or she shall decide all questions on order in accordance with these rules, subject to appeal by any Councilmember.
- (4) He or she recognize Councilmembers in the order in which they request the floor (Councilmembers shall wait to be recognized before speaking);
- (5) He or she shall state the applicable public hearing procedures before each public hearing.
- (6) He or she shall announce executive sessions held during regular or special Council meetings.
- (7) He or she shall indicate the names of the Councilmembers making the motion and second.
- (8) He or she shall summarize consensus at the conclusion of discussions when the Council concurs or agrees to an item that does not require a formal motion.

- (9) He or she (or his/her designee) shall read the title of the ordinance prior to voting.
 - (10) He or she shall appoint Councilmembers to serve on ad hoc committees as deemed necessary.
 - (11) He or she will determine ongoing dedicated schedules for regular study sessions, special Council meetings, executive sessions.
 - (12) He or she will approve the Council agenda; and
 - (13) Mayor may send issues directly to a Council study session for review in lieu of or prior to being referred to a regular Council meeting.
- 3.2 Mayoral Tie-Breaking Authority and Veto Power. Pursuant to Chapter 35A.12 RCW, the Mayor shall have the following authority with respect to voting and the veto of ordinances:
- (1) The mayor shall have a vote only in the case of a tie in the votes of the Councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.
 - (2) The mayor shall have the power to veto ordinances passed by the Council and submitted to him or her as provided in Chapter 35A.12 RCW. Every ordinance which passes the Council in order to become valid must be presented to the mayor; if the Mayor approves it, he or she shall sign it, but if not, the Mayor shall return it with his or her written objections to the Council and the Council shall cause his or her objections to be entered at large into the meeting minutes and proceed to a reconsideration thereof. If upon reconsideration a majority plus one of the whole Council, voting upon a call of ayes and nays, favor its passage, the ordinance shall become valid notwithstanding the mayor's veto. If the Mayor fails for ten days to either approve or veto an ordinance, it shall become valid without his or her approval.
- 3.3 Mayor's Statutory Authority and Ceremonial Duties of Mayor.
- (1) The mayor's duties and authority are as set forth in RCW 35A.12.100 and .090, as well as other statutes relating to Mayors in cities organized under the Optional Municipal Code (Title 35A RCW).
 - (2) The mayor shall make an annual State of the City report during a regularly scheduled Council meeting.
 - (3) The mayor shall represent the City at functions and meetings with other jurisdictions/organizations

SECTION 4. ~~PRO TEMPORE AND~~ DEPUTY MAYOR APPOINTMENTS

4.1 Biennially at the first meeting of the Council, or periodically thereafter, the Council ~~may shall~~ designate a Councilmember as ~~Mayor Pro Tempore or~~ Deputy Mayor for such period as may be specified by the Council. The Deputy Mayor shall serve in the absence or temporary disability of the mayor.

~~4.2 Alternatively, the Council may, as the need may arise, appoint any qualified person to serve as Mayor Pro Tempore in the absence or disability of the Mayor.~~

4.32 Appointment of a Councilmember to preside over a meeting shall not in any way abridge his or her right to vote on matters coming before the Council at such meeting.

4.43 In the event of the extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

SECTION 5. COUNCIL AUTHORITY AND COUNCIL RELATIONS WITH CITY STAFF

- 5.1 The authority of the City Council is set forth in RCW 35A.11.020 and other provisions in Title 35A RCW.
- 5.2 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting.
- 5.3 City staff will acknowledge the Council as policy makers
- 5.4 Councilmembers will acknowledge City staff as administering the Council's policies.
- 5.5 All written informational material requested by individual Councilmembers shall be submitted by City staff, after approval of the mayor, to all Councilmembers with a notation indicating which Councilmember requested the information.
- 5.6 Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.
- 5.7 The Council shall not attempt to change or interfere with the operating rules and practices of any City department in derogation of the mayor's statutory authority.
- 5.8 Mail that is addressed to the Mayor and Councilmembers shall be copied and circulated by the City Clerk as soon as practicable after it arrives.
- 5.9 The City Clerk shall not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.

SECTION 6. CITY ADVISORY BODIES

- 6.1 Every advisory body, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by the Council to determine its effectiveness. This statement of purpose is made available to all citizen members when they are appointed.
- 6.2 The Council may dissolve any advisory body that, in the Council's opinion, has completed its working function or for any other reason.
- 6.3 Citizen board, commission, committee, and task force members shall be selected in accordance with the following procedures, or at the mayor's discretion.

- A) The City Clerk shall prepare an application packet including a cover page containing the deadline for submittal, supplemental questions regarding applicants' interest in serving on a board/committee/commission, and an acknowledgement of responsibilities.
- B) A citywide recruitment process shall be initiated, seeking applicant(s). Vacancies are advertised, so that any interested person may submit an application. Generally, applicants are required to be residents of the city, however, there are certain board/committee/commission vacancies that do not require applicants to be citizens (i.e., Economic Advisory Board). Councilmembers are encouraged to solicit applications from qualified residents, or where applicable, business owners. Applications shall be available from the office of the City Clerk and on the City's website.
- Existing board, commission, committee, and task force members wishing reappointment shall complete an application for consideration of reappointment.
- C) The mayor shall review each application and select candidates to interview. Should there be four or fewer applicants for any one position, all candidates shall be interviewed.
- D) The City Council, as a Committee of the Whole, shall interview candidates in a panel format, with all candidates participating in the interview session concurrently. Councilmembers are encouraged to develop a short list of questions they would like to ask of the candidates. The Mayor shall call on each Councilmember present to ask questions from their prepared list of the candidate(s) of their choice. The same questions may or may not be asked of every candidate. Depending on the number of candidates to be interviewed and in the interest of completing the interview session(s) in a timely manner, the Mayor may limit the number of questions asked by each Councilmember. If the number of questions is to be limited, the Mayor shall announce the number of questions each Councilmember may ask prior to the commencement of the interviews. Upon completing the interviews, each Councilmember may provide his/her opinions of the candidates interviewed for the Mayor to consider in the appointment process.
- E) The Mayor shall appoint or re-appoint, and the Council shall confirm or deny the appointments proposed by the mayor.
- F) Should the Council deny any or all of the Mayoral appointments, the mayor may submit new appointments at a future meeting.
- G) Application materials for candidates interviewed, yet not appointed, will remain in a candidate pool for six months. In the event vacancies arise during that six-month period; the mayor may appoint a candidate(s) from the pool to fill such vacancies. These appointments are subject to confirmation by the full Council. Once this six-month period has passed, a citywide recruitment process shall be initiated, as detailed above, to fill any vacancies that may occur.

SECTION 7. COUNCIL MEETING STAFFING

7.1 If a City Administrator has been appointed, he/she shall attend all meetings of the Council unless excused. When the City Administrator has an excused absence, the mayor may designate another staff member to attend the meeting.

~~7.2 The City Attorney shall attend all regular council meetings of the Council unless excused. The mayor may ask for the City Attorney to attend study sessions and/or any other meetings, as necessary. Upon request and/or in the City Attorney's absence, they shall give an opinion, either written or oral, on legal questions or at the mayor's request provide a substitute legal resource. The City Attorney shall act as the Council's parliamentarian.~~

7.2 The City Attorney shall attend regular meeting of the Council as requested by the mayor or council, or when legal matters requiring counsel are anticipated, unless excused. The mayor may request the City Attorney to attend study sessions and/or meetings, as necessary. Upon request and/or in the City Attorney's absence, the City Attorney shall provide an opinion, either written or oral, on legal questions, or may provide a substitute legal resource.

The Council may designate a qualified parliamentarian, including a contracted third-party professional, to serve in that role during meetings. In the absence of such designation, the City Attorney may serve as parliamentarian.

7.3 The City Clerk or designee shall attend regular, special and study meetings of the Council; keep the official journal (minutes) and perform such other duties as may be needed for the orderly conduct of the meeting.

SECTION 8. COUNCIL MEETINGS

8.1 Except as otherwise provided in these rules, City Council regular meetings will be held the second and fourth Tuesday of each month in the City Council Chambers of Edgewood City Hall, located at ~~2224 104th Avenue East. 10440 Dom Calata Way E~~ Regular Council meetings will begin at the hour of 7:00 PM and will adjourn no later than 10:00 PM. To continue past this time of adjournment, a majority of a quorum of the Council must concur.

8.2 Except as otherwise provided in these rules, City Council study sessions will be held every Tuesday of each month upon which a regular meeting pursuant to Section 2.1 is not scheduled. Study Sessions will be held in the City Council Chambers of Edgewood City Hall, located at ~~2224 104th Avenue East. 10440 Dom Calata Way E~~. Study Sessions will begin at the hour of 7:00 PM and will adjourn no later than ~~9:00~~ 10:00 PM. To continue past this time of adjournment, a majority of a quorum of the Council must concur. Council study sessions will be for the purpose of reviewing forthcoming programs, issues, and policies, receiving progress reports on current programs or projects, or receiving other similar information. Council study sessions shall be considered regular meetings for purposes of Chapter 42.30 RCW, but the Council will typically not take

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binding or final action on behalf of the City during a study session. Except for informal direction to staff, Council decisions and/or final actions on any matter will be scheduled for a regular or Special Council meeting.

- 8.3 If any Tuesday on which a meeting is scheduled falls on a legal holiday, the meeting shall be held on the next business day unless cancelled and/or rescheduled for a different date as a special meeting.
- 8.4 Information will be available to the public at each meeting stating a summary of the relevant content of Section 5 (audience comment).
- 8.5 The Mayor will state the applicable public hearing procedures before each public hearing.
- 8.6 Staff/consultants will provide brief information and respond to questions by Councilmembers or as requested by the mayor.
- 8.7 Citizen comment and public hearing sign-up sheets will be available at each regular Council meeting for the use of those citizens wishing to address the Council.

8.8 TYPES OF MEETINGS

- (1) Regular - the Council meeting held on the second and fourth Tuesday of each month.
- (2) Special Meetings (*see*, RCW 42.30.080) - any Council meeting other than the regular Council or Study Session meeting with at least 24 hours advance notice. A Special Council meeting may be scheduled by the mayor or at the request of any four (4) Councilmembers.
- (3) Study Session - work sessions of the Council where no final, binding action is taken.
- (4) Emergency Meetings (*see*, RCW 42.30.080(4)) - a Special Council meeting called without 24-hour notice. An emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the mayor. The minutes will indicate the reason for the emergency.
- (5) Executive Session - a portion of a Council meeting that is closed except to the Council, the Mayor, staff members, consultants and/or other persons authorized by the mayor. The public is excluded from attendance. Executive Sessions may be held during Regular or Special Council meetings and will be announced by the mayor. Executive Session subjects are limited to considering matters authorized by applicable state law, including without limitation RCW 42.30.110 and RCW 42.30.140. Executive Sessions may be set as special meetings. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the Executive Session require more time, a public announcement shall be made that the Executive Session is being extended.

8.9 ORDER OF REGULAR COUNCIL MEETING AGENDA

- (1) Call Meeting To Order. The mayor calls the meeting to order.
- (2) Pledge of Allegiance. The mayor designates a Councilmember or an invited guest to lead the flag salute.
- (3) Roll Call. The City Clerk will call roll, announce the attendance of Councilmembers, indicate any Councilmember who is not in attendance, and indicate whether or not the absence of any Councilmember has been excused.
- (4) Public Hearing. Any public hearing(s) on the agenda shall be conducted in accordance with the provisions of Section 12 and any other applicable procedures established by state law or local regulations.
- (5) Audience Comment. In accordance with Section 5, members of the audience may address the City Council on any item that is **on or** not on the agenda for that meeting during the Audience Comment portion of the meeting.
- (6) Proclamations and Presentations. Proclamations (official pronouncements and statements of recognition) from the mayor and/or City Council and presentations from invited guests shall occur during this portion of the meeting.
- (7) Mayor's Report. The mayor or his/her designee(s) shall update the City Council concerning current issues and items of Council interest.
- (8) Consent Agenda. The consent agenda is comprised of routine, noncontroversial items that may be approved collectively by one motion. Any Councilmember may remove any item from the consent agenda for separate discussion and action.
- (9) Council Business (Old/New). Old business includes items that were continued or left unfinished from a previous agenda and second readings, if any, of ordinances. New business involves the formal introduction of items to the Council. Councilmembers shall act on the underlying proposal, direct staff to further review the proposal, refer the proposal to Council study session, or schedule the proposal for a second reading. Council discussion; **and** debate **and audience comments** is allowed for both old and new business.
- (10) Council Comments. Individual Councilmembers shall update the Council concerning current issues and items of Council interest.
- (11) Adjournment. The meeting shall be formally closed upon adjournment.

8.10 VIRTUAL AND/OR TELEPHONIC MEETINGS

- (1) In the case of emergencies where in-person attendance at meetings is prohibited or restricted, the City Council may convene its meetings remotely using virtual and/or telephonic means. In such circumstances, the city will

adhere to any applicable federal, state, or county requirements and guidelines concerning meetings. The City may also adopt local rules or regulations, so long as they do not conflict with said federal, state, or county requirements and guidelines.

(2) During non-emergency situations, the city may include a remote meeting component in addition to an in-person component at meetings, sometimes referred to as a “hybrid-meeting.” Hybrid-meetings shall comply with all requirements of the OPMA.

(3) Councilmembers are encouraged to attend meetings in person when practicable and able. However, when conducting in-person or hybrid meetings, there may be times a Councilmember may not be able to be physically present at a Council meeting or will want to attend remotely. In such circumstances, Councilmembers may attend by telephone or other virtual means, such as through web conferencing. Adequate notice must be given if special access considerations are needed. The procedure and guidelines for permitting a Councilmember to attend a Council meeting via telephone or other virtual means are as follows:

- A. The Councilmember(s) attending virtually or telephonically:
 - 1. must be able to hear the discussion on the agenda items taking place; and
 - 2. must be able to be heard by all attendees.
- B. The meeting minutes should reflect whether a councilmember(s) is appearing by telephone or virtually, unless the minutes reflect that the entire meeting was held virtually.

SECTION 9. AGENDA PREPARATION

- 9.1 As required by applicable state law, the City Clerk will prepare and circulate an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the mayor.
- 9.2 An item, other than a reconsideration item, may be placed on a Council meeting agenda by any of the following methods:
 - ~~(1)~~ ~~A majority vote of the Council.~~
 - ~~(2)~~(1) Council consensus.
 - ~~(3)~~(2) By any two (2) Councilmembers; and/or
 - ~~(4)~~(3) By the Mayor.
- 9.3 An item may be placed on or removed from a regular Council meeting agenda after the agenda is closed and the notice issued if the Councilmember or Mayor explains the necessity and receives a sufficient vote of the Council on a motion

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to suspend the Council Rules of Procedures to add or remove the item at a meeting. Adding or removing ~~Removal~~ of an item requires a majority plus one vote.

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- 9.4 Some agenda items may be listed on the agenda for a time certain. Such listing will mean that an item will be heard as soon as reasonably possible after the specified time.
- 9.5 The City Clerk will endeavor to schedule sufficient time between public hearings and other scheduled items so the public is not kept unduly waiting, and so the Council will have sufficient time to hear testimony and to deliberate matters among themselves.
- 9.6 Legally required and advertised public hearings will have a higher priority over other time-scheduled agenda items, which have been scheduled for convenience rather than for statutory or other legal reasons.
- 9.7 Agenda items that are continued from one meeting to another will have preference on the subsequent agenda to the extent possible.
- 9.8 Agenda packets will be finalized by the end of the business day on the Friday preceding the regular Council meeting. Agenda submissions will be accepted until 12:00 p.m. on the Thursday preceding the Friday packet distribution day.
- 9.9 All agenda items packet reports will be in the format provided by the City Clerk's office.
- 9.10 The Council may use the agenda bill "Recommendation" language for making a motion.

SECTION 10. COUNCIL DISCUSSION

- 10.1 Councilmembers shall observe standard principles of decorum, courtesy and professionalism while addressing each other, staff members, and members of the public.
- 10.2 The Mayor has the authority to rule on questions of order. If the Mayor rules a Councilmember's comments to be out of order, the Councilmember may explain why he or she believes the comments are not out of order. The mayor will either rescind or confirm the ruling. If confirmed, the Councilmember shall not continue comment in the manner ruled out of order.

If that Councilmember or any other Councilmember disagrees with the mayor's ruling, they can appeal the point of order. The question is then put to the Council to confirm or deny the mayor's ruling and whether the Councilmember shall continue comment.

SECTION 11. COMMENTS, CONCERNS AND TESTIMONY TO COUNCIL

- 11.1 During the Audience Comment portion of the meeting, members of the public may comment up to ~~three (3)~~ **five (5)** minutes on any subject relating to the City of Edgewood and/or the Edgewood community for items that are on or not on the agenda for that meeting, except: (i) comments related to a pending quasi-judicial matter, and (ii) comments prohibited by state law.
- 11.2 Comments made on behalf of a group or organization will be limited to ~~five (5)~~ **seven (7)** minutes in duration. Representation on behalf of a group or organization will be considered recognized for the purpose of Audience Comment if the group or organization notifies the City Clerk at least 24 hours in advance of the meeting.
- 11.3 Persons addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium and provide their name for the record.
- 11.4 All remarks will be addressed to the Council as a whole, and shall avoid personal, impertinent or slanderous content. Any person disrupting the meeting, including a person who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting. The mayor shall consult with the City Attorney before requesting any person to leave the meeting. Applause, boos or other public demonstrations by those attending the Council meeting are considered inappropriate behavior.
- 11.5 In addition to and/or in lieu of addressing the Council, any persons may provide written comments and other written materials to the City Clerk for distribution to the Council. A contact name, address, and phone number must be printed legibly on any such materials.
- 11.6 The Council has the authority to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce the Rules of the Council. The Council shall consult with the City Attorney before causing any person to be removed from the meeting. The Council may command assistance of any peace officer of the city to enforce all lawful orders of the Council or the Mayor to restore order at any meeting. The maintenance of order shall be enforced consistent with all applicable statutory and constitutional requirements, including, but not limited to, RCW 42.30.050.
- 11.7 Citizens with complaints, concerns or questions will be encouraged to refer the matter to the mayor or ask that the matter be placed on a future Council meeting or Council study session agenda with the appropriate background information.

SECTION 12. MOTIONS

- 12.1 A motion that does not receive a second dies. Motions that do not need a second include nominations, withdrawal of motion, agenda order, request for a roll call vote, and point of order.

- 12.2 A motion that receives a tie vote is deemed to have failed, unless the mayor votes to break the tie.
- 12.3 When making motions, Councilmembers shall be clear and concise and shall not include arguments for the motion within the motion.
- 12.4 After a motion and second (if applicable), the mayor will indicate the names of the Councilmembers making the motion and second.
- 12.5 After a motion has been made and seconded, the Councilmember making the motion may speak to the motion and then the Council may discuss their opinions on the issue prior to the vote.
- 12.6 When the Council concurs or agrees to an item that does not require a formal motion, the mayor will summarize the agreement at the conclusion of the discussion.
- 12.7 A motion may be withdrawn by the maker of the motion at any time without the consent of the Council. If the motion had received a second, the Councilmember making the second must also agree to withdraw or the motion remains on the table for discussion, debate and disposition.
- 12.8 A motion to table shall preclude all amendments or debates of the issue under consideration. It requires a second, is not debatable, is not amendable, requires a majority vote and it cannot be reconsidered. A motion not taken from the table by the close of that meeting or the next regular meeting dies on the table.
- If the motion to table prevails, the matter may be "taken from the table" by motion which requires a second, is not debatable and which requires a majority vote. When a motion is taken from the table, everything is in the same condition as it was when laid on the table, including any amendments to the original motion that received an affirmative vote prior to the motion to table.
- 12.9 A motion to postpone to a time certain, must be seconded, is debatable, is amendable, requires a majority vote and may be reconsidered at the same meeting. The original motion being postponed must be considered at a time certain at a future regular or special Council meeting.
- 12.10 A motion to postpone indefinitely requires a second, is debatable, is not amendable, and takes precedence over the main motion and requires a majority vote. This motion assists in disposing of the main motion. Its purpose is to reject a main motion without a vote on the main motion. Postponed indefinitely is an indirect or polite motion by which a main motion may be disposed of.
- 12.11 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. Debate is reopened if the motion fails.

- 12.12 A motion to amend is defined as amending a motion that is on the floor and has been seconded by inserting or adding, striking out, striking out and inserting, or substituting. Motions that cannot be amended include motion to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order. Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
- 12.13 Council discussion of the motion only occurs after the motion has been moved and seconded.
- 12.14 The motion maker, Mayor, or City Clerk should repeat the motion prior to voting.
- 12.15 The City Clerk will take a roll call vote if requested by the Mayor or a Councilmember. At the conclusion of any vote, the City Clerk will announce the results of the vote.
- 12.16 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration but no motion for reconsideration of a vote shall be made after the meeting has adjourned.
- 12.17 The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature which may arise at a Council meeting. All cases not provided for in these rules shall be governed by the most current version of Robert's Rules of Order Newly Revised. In the event of a conflict, these rules shall prevail.

SECTION 13. ORDINANCES

- 13.1 All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared for presentation to the Council unless requested by a majority of the Council or requested by the Mayor or City Attorney.
- 13.2 The Mayor shall read the title of the ordinance prior to voting. Each ordinance shall carry an agenda bill number which shall be the ordinance number.
- Passage of an ordinance requires an affirmative vote of the majority of the council, or four votes, not simply a majority of the council in attendance at the meeting.*
- 13.3 Upon enactment of the ordinance, the City Clerk shall obtain the signature of the Mayor and the City Attorney.
- 13.4 Ordinances or ordinance summaries shall be published in the official newspaper as a legal publication immediately following enactment in the manner prescribed by law.

13.5 Unless expressly prohibited by law, ordinances may be adopted by the Council upon first reading. The Council may in its discretion require a second reading of any ordinance prior to adoption.

SECTION 14. COUNCILMEMBER ATTENDANCE AT REGULAR MEETINGS

14.1 Councilmembers will ~~inform email~~ the ~~Mayor, a Councilmember, or~~ City Clerk if they are unable to attend any regular Council meeting or if they knowingly will be late to any meeting, ~~and will cc/the Mayor and Assistant City Administrator~~. The minutes will show the Councilmember as having an excused absence. If notification is not given, that Councilmember will be noted as absent in the Council minutes. Pursuant to RCW 35A.12.060, a Council position shall become vacant if the Councilmember fails to attend three consecutive regular meetings of the Council without being excused.

SECTION 15. PUBLIC HEARINGS

- 15.1 Quasi-judicial hearings require a decision be made by the Council using a certain process which may include a record of evidence considered and specific findings be made.
- 15.2 Legislative or informational hearings do not require a decision be made even though information is presented.
- 15.3 Councilmembers shall comply with all applicable laws related to the Code of Ethics for Public Officers (chapter 42.23 RCW), conflict of interest requirements, and the Appearance of Fairness doctrine.

Public Hearing Types: There are two types of public hearings. The legislative/informational public hearing is a formal opportunity for citizens to give their views for consideration in the legislative or policy-decision-making process. Quasi-judicial public hearings are hearings on quasi-judicial actions which determine the legal rights, duties, or privileges of specific parties.

A. Subject to any other applicable procedures established by state law or City ordinance, the following procedure shall be followed during public hearings on:

Legislative/Informational

- The mayor will open the public hearing.
- Staff will make their presentation.
- Citizens comments will be limited to ~~three (3)~~ five (5) minutes for individuals and ~~five (5)~~ seven (7) minutes for a person representing an official position of a recognized organization.
- Additional staff comments will be made.
- The mayor will close public hearing.
- Council discussion will ensue.
- Council action will be taken.

Quasi-Judicial Hearings

- The mayor will open the public hearing.
- Open for declarations of conflict of interest, appearance of fairness and other preliminary matters.
- Staff will make their presentation (15 min).
- Proponent presentation will be made. (15 min)
- Opponent presentation will be made. (15 min)
- Proponent rebuttal will be heard. (10 min)
- Staff comments will be made.
- Public hearing will be closed.
- Council discussion will ensue.
- Council action will be taken.

B. The following rules shall be observed:

Legislative/Information Gathering Public Hearings

- For an initial presentation of background information from a city department, board, commission, committee, or an organization, no more than twenty (20) minutes will be allowed unless otherwise authorized by the Mayor.
- If a speaker purports to speak for an organization, club or others so as to lead Council to believe that a number of persons support a position, then such person shall state how that position was developed by the group.
- Comments should be limited to ~~three (3)~~ five (5) minutes for each individual or ~~five (5)~~ seven (7) minutes if representing the official position of a recognized organization.
- The mayor may allow additional time for receipt of written testimony when needed.
- The City Clerk shall be the official timekeeper.

Quasi-Judicial Public Hearings

- If a quasi-judicial hearing is on the agenda, the Council will be informed by the City Attorney as to what state law permits as to public comments.
- Quasi-judicial hearings will be conducted in conformance to procedures outlined in applicable state law, and City ordinances, resolutions and policies.
- Testimony will be limited as set forth herein, except that the Presiding Officer shall ask the rest of the Councilmembers if they have any comments or questions before the citizen is excused.
- If comments are provided in writing, they shall be filed with the City Clerk by 1:00 PM of the calendar day preceding the hearing.

Notwithstanding any other provision of these rules, the City Council may in its discretion adopt case-specific procedures to govern any public hearing before the Council. Such procedures may supplement, modify or supersede the

provisions of this section. Any such procedures shall be made available to interested parties at least 14 days in advance of the Council hearing.

SECTION 16. MEDIA REPRESENTATION AT COUNCIL MEETINGS

- 16.1 All public meetings of the Council and its advisory committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting. Seating space shall be provided for the media at each public meeting.

SECTION 17. COUNCIL COMMITTEE LIAISONS, SERVICE ON REGIONAL BOARDS, AND REPRESENTATION ON BEHALF OF THE CITY

- 17.1 Council Committee Liaisons. The Council may designate, by motion, councilmembers to serve as liaisons to each of the city advisory bodies, boards, and commissions ("Council Committee Liaisons"). A Council Committee Liaison is not a "member" of the city advisory body, board, and commission; rather, they are a positive resource to support the City advisory bodies, boards, and commissions in the completion of its annual Work Plan approved by Council. As such, a Council Committee Liaison shall be recognized by the Chair as being in attendance. Liaisons shall not take part in the City advisory bodies, boards, and commissions deliberations or discussions unless the Committee requests the Liaison's participation in a particular discussion. Liaisons shall not take part in any votes or decision making of the City advisory bodies, boards, and commissions. Council Committee Liaisons are expected to speak on behalf of the Council as a whole, and therefore should avoid taking positions and making comments based on their personal opinions if they differ from the Council majority. Any personal opinions should be clearly identified as such and not be portrayed as the position of the Council majority. Council Committee Liaisons should provide updates to the entire Council, generally at the next regular meeting after the committee or board meeting.
- 17.2 Service on Regional Bodies. The Council may designate, by motion, individual(s) to serve in liaison roles for regional bodies based on the desire, qualifications, and skills of those interested. Councilmembers and the Mayor should indicate their interest in being a representative prior to the time the representative is considered for eligibility. Any "votes" attributed to the city must be based on Council consensus and not the individual position of the representative serving in that role. Regional Body Liaisons should provide updates to the entire Council, generally at the next regular meeting after the regional body's meeting.
- 17.3 For the purpose of commenting on an issue, Council Committee Liaisons and Councilmembers appearing on behalf of the City before another governmental agency, a community organization, through the media, or in their capacity as a regional body representative shall state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position. Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's

view or position with the media, regional body, another governmental agency, or community organization.

- 17.4 Committee and Board minutes shall reflect the attendance/absence of Council Committee Liaisons and/or Councilmember's attendance. Councilmembers who are not the appointed liaison or alternate liaison must refrain from joining the meeting if there are more than three councilmembers present, unless appropriate notice was given by the city in advance, in compliance with the OPMA.

SECTION 18. CONFIDENTIALITY

- 18.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during executive sessions, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of executive sessions when the information is considered to be exempt from disclosure under exemptions set forth in applicable state law.
- 18.2 If the Council, in executive session, has discussed any type of issue related to a third party, all contact with that party should be effectuated by the designated City staff representative handling the issue. Councilmembers should obtain the permission of the mayor prior to discussing the information with anyone other than other Councilmembers, the City Attorney or City staff designated by the mayor. Any Councilmember having any contact or discussion shall make full disclosure to the mayor and/or the City Council in a timely manner.

SECTION 19. ADMINISTRATION AND HOUSEKEEPING

- 19.1 When Councilmembers register to attend an official conference requiring voting delegates such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting by a majority vote. When possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.
- 19.2 Open Government Trainings Act. Effective July 1, 2014, the Open Government Trainings Act was enacted requiring all elected officials to complete training courses related to the Public Records Act (RCW 42.56.150), Open Public Meetings Act (RCW 42.30.205) and RCW 40.14 related to records retention.
- (a) Each local elected official appointed to fill a vacancy in a local or statewide office, must complete a training course regarding the provisions as indicated above.
 - (b) Officials required to complete training under this section may complete their training before assuming office but must:
 - Complete training no later than ninety (90) calendar days after the date the official:
 - Takes the oath of office, if the official is required to take an oath to assume his or her duties; or

- Otherwise assumes his or her duties as a public official.
 - Complete refresher training at intervals of no more than four years for as long as he or she holds office.
 - (c) Training must be consistent with the Attorney General's model rules for compliance with the Public Records Act.
 - (d) Training may be completed remotely with technology including but not limited to internet-based training.
 - (e) Additional information and online courses are available on the Washington State Attorney General's website at <http://www.atg.wa.gov/open-government-training>.
- 19.3 Social Media Usage. As an elected official or employee of the City of Edgewood, your social media posts and the ensuing comment threads may qualify as public records that must be retained, disclosed, or moderated in order to comply with state and federal law and the City's rules and policies. This is true even for your personal social media accounts if you discuss City business. Inappropriate use of social media can expose you and the city to allegations of criminal and ethical wrongdoing. Please refer to our policies and procedures regarding the Public Records Act, the Open Public Meetings Act, and other policies related to the conduct and responsibilities of City of Edgewood employees and officials.

SECTION 20. SUSPENSION AND AMENDMENT OF RULES; IMPLIED WAIVER

- 20.1 Any provision of these rules not governed by state law or ordinance may be temporarily suspended by the entire membership of the Council.
- 20.2 These rules may be amended or new rules adopted by a majority vote of the quorum necessary to conduct business.
- 20.3 Unless identified and corrected in accordance with these rules, any action taken in violation of these rules shall be deemed an implied waiver thereof.

SECTION 21. MINUTES

- 21.1 Minutes Generally. Pursuant to RCW 42.32.030 and RCW 35A.12.110, the City Clerk shall keep minutes of all regular and special meetings of the City Council, which shall constitute the City's record of proceedings. Working copies or file copies of all minutes shall be kept in the City Clerk's office. The official, originally signed copies of all minutes shall be maintained and stored in a fire-proof vault. The minutes will be archived in accordance with applicable records retention requirements.
- 21.2 Content of Minutes. Minutes shall document the actions taken at Council meetings, and shall at a minimum include the following:
 - 1. Date of meeting
 - 2. Location of meeting

3. Type of meeting (regular, continued, special, etc.)
4. Time of meeting
5. Time meeting commenced
6. Officials/members present*
7. Officials/members absent or excused*
8. Topics of business
9. Actions taken on each business matter
10. Record of motions
11. Record of voting
12. Time of adjournment
13. Signature blocks for Presiding Officer and Clerk/designee

*If a Councilmember leaves during a meeting, the time of departure and time of return, if applicable, shall be noted. If a Councilmember arrives after commencement of the meeting, the time of arrival shall be noted.

21.3 Approval of Previous Minutes. Proposed minutes shall be placed on the consent agenda for approval. The Council shall approve the minutes, after consideration of the minutes and making any necessary corrections to the minutes. Upon approval by the Council, the minutes shall constitute the official record of the City Council's meeting.

21.4 Signing the Minutes. The minutes shall be signed by the City Clerk and the Mayor.

21.5 Corrections to Minutes. All authorized corrections to the approved minutes shall be recorded as a business transaction made at the meeting at which the amendment was approved. Following the meeting, the minutes shall be corrected to include the amendment(s) prior to placement of the final, executed minutes in the minute book.

If, after approval of the minutes, a correction must be made, a notation is marked in the margin opposite the correction which states: "Amended, see minutes of _____. "or "Scriber's Error, corrected by (initials of person making correction)", and shall include the date the correction was noted. Errors corrected in the official minutes shall not be corrected by white out, cross-outs or erasures.

21.6 Preservation of Minutes. Minutes shall be preserved by the City for the period specified by applicable record retention requirements of state law. Special attention, care and security measures shall be taken to protect the orderly and safe keeping of minutes.