



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, April 14, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA
Zoom: <https://cityofedgewood-org.zoom.us/j/86916509308>

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENT**
- 3. MAYOR'S REPORT**
- 4. CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
The following items are presented for Council approval:
 - A. Regular City Council Meeting Minutes of March 24, 2026**
 - B. Study Session Meeting Minutes of April 7, 2026**
 - C. AB26-102** - a motion approving April 2026 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$190,966.62 and Vendor Check Numbers 26739 through 26761, with EFT and Direct Pay Payments in the amount of \$452,833.25. Total distributions submitted for review and authorization in the amount of \$643,799.87.
- 5. COUNCIL BUSINESS**
 - A. AB26-0701** - Ordinance 26-0701 2nd Reading/Adoption Franchise Agreement Ziply Fiber
 - B. AB26-0702** - Ordinance 26-0702 1st reading NFC Franchise Agreement
 - C. AB26-0703** - Ordinance 26-0703 Repealing Ordinance No. 23-0469 and Chapter 8.10 - Fireworks
 - D. AB26-0704** - Ordinance 26-0704 Transportation Impact Administrative Fees
 - E. AB26-0792** - Resolution 26-0792 Fee Schedule Update
 - F. AB26-0793** - Resolution No. 26-0793, Standing Committee Structure (*CM Keith, Sponsor / DM Creley, Co-Sponsor*)
 - G. AB26-103** - Council Communications Policy - (*DM Creley, Sponsor / CM Keith, Co-Sponsor*)
- 6. COUNCIL COMMENTS**
- 7. ADJOURN**

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



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, March 24, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Olson, Deputy Mayor Creley (virtually via Zoom), Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember Edwards, Councilmember Southard **Excused:** Councilmember Rasmus

2 PUBLIC HEARING

Motion: To suspend Council Rules of Procedure and allow citizens to speak for five minutes as opposed to three **Action:** Approved **Moved by:** Councilmember Ramirez **Seconded by:** Councilmember Pazaruski **Motion Passed 6-0**

A. AB26-100 - Fireworks

Mayor Olson opened the public hearing at 7:06pm and members of the public spoke, the hearing was then closed at 8:28pm.

3 AUDIENCE COMMENT

Members of the public shared their comments with the City Council.

4 MAYOR'S REPORT

Mayor Olson shared his report with those in attendance.

5 CONSENT AGENDA:

A. Regular Meeting Minutes of March 10, 2026

B. Study Session Meeting Minutes of March 17, 2026

C. AB26-101 - a motion approving March 2026 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$139,781.61 and Vendor Check Numbers 26728 through 26738, with EFT and Direct Pay Payments in the amount of \$746,515.38. Total distributions submitted for review and authorization in the amount of \$886,296.99.

Motion: As read **Action:** Approved **Moved by:** Councilmember Edwards **Seconded by:** Deputy Mayor Creley **Motion Passed 6-0**

6 COUNCIL BUSINESS

A. AB26-0700 - Ordinance 26-0700 creating EMC Chapter 12.09 Special Events Permitting

Motion: As read **Action:** Approved **Moved by:** Councilmember Keith **Seconded by:** Councilmember Edwards **Motion Passed 6-0**

B. AB26-0701 - Ordinance 26-0701 1st Reading Franchise Agreement Ziply Fiber

Motion: As read **Action:** Approved **Moved by:** Councilmember Edwards **Seconded**

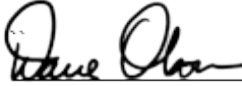
by: Councilmember Keith **Motion Passed 6-0**

7 COUNCIL COMMENTS

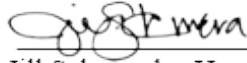
Deputy Mayor Creley, Councilmembers Ramirez, Keith, Edwards, and Southard spoke.

8 ADJOURN

Mayor Olson adjourned the meeting at 8:57pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, April 7, 2026 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Olson, Deputy Mayor Creley (virtually via Zoom), Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember Rasmus (virtually via Zoom), Councilmember Edwards, Councilmember Southard (virtually via Zoom)

2 COUNCIL BUSINESS

- A. Equity, Diversity, and Inclusion Council Sub-Committee Update
EDI Subcommittee members discussed topics from their previous meeting, including website updates, continuing the senior lunch listening sessions, and distributing an EDI survey to gauge community perspectives on equity, diversity, and inclusion issues.
- B. Transportation Impact Administrative Fees
Council reviewed the Transportation Impact Fee (TIF) Administrative Fee and a proposed ordinance to establish a flat fee of \$250 per unit and add it to the Fee Schedule for transparency. Staff noted the fee supports TIF program administration and is projected to generate sufficient revenue to cover anticipated costs. Council will consider adoption at a future meeting.
- C. Fee Schedule Update
Council reviewed the proposed updates to the City's Fee Schedule, last comprehensively updated in 2023. Staff presented revisions discussed at prior meetings, including a \$250 per unit TIF Administrative Fee and a proposed \$80 Special Event Permit application fee. Council previously tabled the item to allow additional review and received the updated draft for further discussion and direction, with adoption by resolution and a proposed effective date of May 1, 2026.
- D. NFC Franchise Agreement
Council reviewed the proposed NFC Franchise Agreement. Staff noted that, if Council supports moving forward, the agreement will return the following week for a first reading, and again on April 28, 2026, for a second reading and subsequent adoption.
- E. Repealing Ordinance No. 23-0469 and Chapter 8.10 - Fireworks
Council continued discussion regarding the potential repeal of the City's current fireworks ban (Ordinance 23-0469) and associated code provisions, ahead of a scheduled vote at the next Council meeting. Discussion focused on enforcement challenges, mixed public feedback, and the limited data available from the first year of the ban. Council also considered timelines for potentially implementing an alternative "partial ban" approach, as well as broader concerns including public safety, impacts to residents and animals, risk management, and community input. While some members expressed interest in returning to a more permissive model aligned with state standards, others raised concerns about enforcement, liability, and whether the decision should ultimately be referred to voters.

F. Council Rules of Procedures

During the study session, Council reviewed prior changes to the Council Rules of Procedure, including adding flexibility to designate a parliamentarian, allowing removal of agenda items by majority plus one vote, clarifying that ordinances require four votes, and confirming existing mayoral tie-breaking authority. The group discussed additional proposed edits, including communication methods with the city clerk, virtual attendance expectations, and potential policies related to council retreats and remote participation. Significant discussion occurred around whether to impose limits on virtual attendance, though no final action was taken on that topic. Ultimately, Council indicated a preference to continue refining changes and postpone final adoption to a future meeting. The Mayor requested that Councilmembers submit any suggested redline changes or additions in writing to ensure proposals are clearly documented and can be reviewed efficiently. These submissions will help inform future discussion and potential revisions to the Rules of Procedure.

Motions:

Motion: To vote on each suggested change to the Council Rules of Procedure during the study session

Moved by: Councilmember Keith

Seconded by: Councilmember Creley

Vote: Passed 4–3 (Creley, Keith, Edwards, Pazaruski - **Ayes** Ramirez, Rasmus, Southard - **Nays**)

Motion: To change the word “email” to “inform” in Section 14.1 (regarding notifying the City Clerk)

Moved by: Councilmember Edwards

Seconded by: Councilmember Keith

Vote: Passed 7-0

Motion: To require Councilmembers to attend at least one regular council meeting per month in person

Moved by: Councilmember Ramirez

Seconded by: Yes (name not clearly stated)

Vote: Not applicable (motion withdrawn)

Motion: To revise Section 9.3 language regarding removal of agenda items (per Robert’s Rules)

Moved by: Councilmember Creley

Seconded by: None

Vote: Failed (no vote taken due to lack of second)

G. Newsletter Launch Discussion

Council discussed the launch of the City of Edgewood’s new monthly newsletter, which is now available on the City’s website, at City Hall, and via a QR code for email sign-up. It was noted that a new subscriber list will be created, as existing email

lists were collected for other purposes. The newsletter will be promoted through social media and updated monthly, with the understanding that content and format may continue to evolve over time. Councilmembers expressed support for the launch and were encouraged to provide feedback and suggestions for future editions through the Mayor.

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

Council discussed the development of a formal Council Communications Policy, with emphasis on establishing clear, consistent, and legally sound guidance for how the Council communicates and sets expectations for information sharing. It was noted that prior work on this topic had been conducted in past retreats but was never finalized into an official policy. Councilmember Keith proposed forming a small working group to review existing materials and examples from other jurisdictions in order to draft a comprehensive policy for future Council consideration. Council expressed general support for the effort and requested that prior materials and examples be provided for review.

Motions:

Motion: To have Council appoint three members at the next council meeting to the existing Communications Committee to develop a Council Communications Policy

Moved by: Councilmember Keith

Seconded by: Councilmember Rasmus

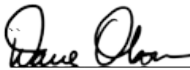
Vote: Passed 7-0

3 OTHER COUNCIL ITEMS

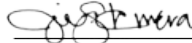
Mayor Olson read a prepared statement.

4 ADJOURN

Mayor Olson adjourned the meeting at 8:59pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
City Clerk/HR Director



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-102 - a motion approving April 2026 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$190,966.62 and Vendor Check Numbers 26739 through 26761, with EFT and Direct Pay Payments in the amount of \$452,833.25. Total distributions submitted for review and authorization in the amount of \$643,799.87.	Agenda Item #: 4.C
	For Agenda of: 4/14/2026
	Prepared by: Stephanie Goff, Vicki Lundgren
Attachments (list): 1. 041426 Claims Register 2. 041426 Voucher Directory	
Approval of Materials: Stephanie Goff, Vicki Lundgren Rachel Pitzel, Assistant City Administrator 04/09/2026 Dave Olson, Mayor 04/09/2026	Expenditure Required: \$643,799.87
	Amount Budgeted: \$643,799.87
	Timeline:

Summary Statement:

AB26-101 approving April 2026 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$190,966.62 and Vendor Check Numbers 26739 through 26761, with EFT and Direct Pay Payments in the amount of \$452,833.25. Total distributions submitted for review and authorization in the amount of \$643,799.87.

Item History:

Recommended Action:

MOTION to adopt AB26-102 - a motion approving April 2026 Budgeted as presented under the Consent Agenda.

Fiscal Note/Consideration:

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>AWC EFT 3/31/26</u>	AWC Employee Benefit Trust	3/31/2026	\$52,673.23
<u>DCP EFT 3/31/26</u>	Deferred Compensation Program	3/31/2026	\$18,229.16
<u>Direct Deposit Run -</u>	Payroll Vendor	3/31/2026	\$89,924.72
<u>DRS EFT 3/31/26</u>	Dept of Retirement Systems	3/31/2026	\$13,526.20
<u>IRS 941 EFT 3/31/26</u>	IRS 941	3/31/2026	\$16,613.31
Total			\$190,966.62

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26738 Last Number Issued Previous Authorization			
<u>26739</u>	City of Sumner	4/14/2026	\$10,191.17
<u>26740</u>	Confluence Environmental Company	4/14/2026	\$4,376.50
<u>26741</u>	Core & Main LP	4/14/2026	\$1,630.14
<u>26742</u>	East Pierce Fire & Rescue	4/14/2026	\$503.91
<u>26743</u>	Gray & Osborne, Inc	4/14/2026	\$1,243.92
<u>26744</u>	Kelley Create	4/14/2026	\$44.52
<u>26745</u>	LONG Building Technologies, Inc.	4/14/2026	\$1,023.93
<u>26746</u>	Measure Meant, SPC	4/14/2026	\$20,000.00
<u>26747</u>	Pierce County Auditor's Office	4/14/2026	\$304.50
<u>26748</u>	Pierce County Budget & Finance Assessor	4/14/2026	\$15,285.61
<u>26749</u>	Pierce County Budget & Finance Court	4/14/2026	\$31,419.50
<u>26750</u>	Pierce County Budget & Finance PW	4/14/2026	\$77,880.26
<u>26751</u>	Psomas	4/14/2026	\$61,599.01
<u>26752</u>	Randles Sand & Gravel Inc.	4/14/2026	\$581.33
<u>26753</u>	Edgewood. LP, DDP	4/14/2026	\$44,320.45
<u>26754</u>	Tumelson, James G	4/14/2026	\$207.35
<u>26755</u>	Schwerzler-Herrera, Jill	4/14/2026	\$330.60
<u>26756</u>	Sound Electronics	4/14/2026	\$1,441.50
<u>26757</u>	Sunbelt Rentals, Inc	4/14/2026	\$309.06
<u>26758</u>	Tacoma Screw Products Inc	4/14/2026	\$228.88
<u>26759</u>	Traffic Safety Supply	4/14/2026	\$1,892.02
<u>26760</u>	WA State Treasurer	4/14/2026	\$357.00
<u>26761</u>	Wandering Cowgirl Coffee LLC	4/14/2026	\$496.39
<u>Direct Pay Payment</u>	AHBL	4/14/2026	\$6,347.25
<u>Direct Pay Payment</u>	McClatchy Company LLC	4/14/2026	\$912.32
<u>Direct Pay Payment</u>	McKinstry Co, LLC	4/14/2026	\$4,496.36
<u>Direct Pay Payment</u>	OpenGov, Inc.	4/14/2026	\$20,620.94
<u>Direct Pay Payment</u>	Pape Machinery Inc.	4/14/2026	\$264.59
<u>Direct Pay Payment</u>	Public Finance Inc.	4/14/2026	\$1,511.34
<u>Direct Pay Payment</u>	Smarsh, Inc.	4/14/2026	\$18.67
<u>Direct Pay Payment</u>	TK Elevator	4/14/2026	\$5,848.96
<u>Direct Pay Payment</u>	Transpo Group	4/14/2026	\$10,605.00
<u>Direct Pay Payment</u>	Utilities Underground Location Center	4/14/2026	\$139.38
<u>Direct Pay Payment</u>	Amazon Capital Services	4/14/2026	\$1,736.70
<u>Direct Pay Payment</u>	American Traffic Solutions	4/14/2026	\$21,000.00
<u>Direct Pay Payment</u>	CDW Government	4/14/2026	\$32,797.27
<u>Direct Pay Payment</u>	CivicPlus, LLC	4/14/2026	\$19,647.12
<u>Direct Pay Payment</u>	CompuNet, Inc.	4/14/2026	\$15,404.49
<u>Direct Pay Payment</u>	Grainger	4/14/2026	\$758.12
<u>Direct Pay Payment</u>	Inslee, Best, Doezie & Ryder, P.S.	4/14/2026	\$11,916.50
<u>Direct Pay Payment</u>	Jennings Equipment, Inc.	4/14/2026	\$193.94
<u>EFT Payment 4/9/2026</u>	Arbor Barber Tree Service LLC	4/14/2026	\$10,793.28
<u>EFT Payment 4/9/2026</u>	Primo Brands	4/14/2026	\$211.14
<u>EFT Payment 4/9/2026</u>	Shell	4/14/2026	\$3,471.42
<u>EFT Payment 4/9/2026</u>	Verizon Connect Fleet	4/14/2026	\$175.95
<u>EFT Payment 4/9/2026</u>	Verizon Wireless	4/14/2026	\$1,053.06
<u>EFT Payment 4/9/2026</u>	Xtreme Graphix, Inc.	4/14/2026	\$177.41
<u>EFT Payment 4/9/2026</u>	Comcast	4/14/2026	\$455.68
<u>EFT Payment 4/9/2026</u>	Department of Revenue	4/14/2026	\$3,772.95
<u>EFT Payment 4/9/2026</u>	ESI Security	4/14/2026	\$66.06
<u>EFT Payment 4/9/2026</u>	Kings III Emergency Communications	4/14/2026	\$55.00
<u>EFT Payment 4/9/2026</u>	Les Schwab Tire Center	4/14/2026	\$1,188.47
<u>EFT Payment 4/9/2026</u>	McLendon - Parkrose Hardware	4/14/2026	\$762.87
<u>EFT Payment 4/9/2026</u>	Murrey's Disposal Company	4/14/2026	\$438.31
<u>EFT Payment 4/9/2026</u>	O'Reilly Auto Parts	4/14/2026	\$303.15
<u>EFT Payment 4/9/2026</u>	US Bank ACH/EFT	4/14/2026	\$22.00
Total Claims Voucher Distribution			\$452,833.25
Total Distribution Submitted for Review & Authorization			\$643,799.87
Authorization Adjustments:			-
Total Distribution Net of Prior Authorized Adjustments			\$643,799.87

Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed

Accounting Manager, Stephanie Goff

Mayor, Dave Olson

Council Member



Voucher Directory

Fiscal: : 2026 - April
Council Date: : 2026 - April - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
AHBL		Direct Pay Payment 4/9/2026 9:23:31 AM - 1	2026 - April - 1st Council Meeting		
		157562			
			Feb Svcs Edgewood Prologis EIS		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$6,347.25
				Edgewood Prologis EIS	
		Total 157562			\$6,347.25
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 1			\$6,347.25
Total AHBL					\$6,347.25
Amazon Capital Services		Direct Pay Payment 4/9/2026 9:23:31 AM - 2	2026 - April - 1st Council Meeting		
		1RJN-TG9M-WRCP			
			March Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$52.27
				Flat Poly Tubing	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$111.85
				Prizes-March Madness-Team Building Activity	
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	\$61.58
				HDMI Cables (Qty 4)	
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$1,114.38
				Docking Stations(Qty 3);Desktop Computer Protection Plan(Qty 4)	
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$385.93
				Dewalt 20V Transfer Pump; Dewalt 20V Cordless Handheld Vacuum	
			001-076-000-576-80-31-01	Operational Supplies	\$248.75
				Aluminum Outdoor Dog Bag Dispenser (Qty 3)	
		Total 1RJN-TG9M-WRCP			\$1,974.76
		1W4R-WY7L-41XL			
			Credit Memo		
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	(\$238.06)
				Return-Docking Station-Inv# 1RJN-TG9M-WRCP	
		Total 1W4R-WY7L-41XL			(\$238.06)
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 2			\$1,736.70
Total Amazon Capital Services					\$1,736.70

Vendor	Number	Reference	Account Number	Description	Amount
American Traffic Solutions					
	Direct Pay	Payment 4/9/2026 9:23:31 AM - 3	2026 - April - 1st Council Meeting		
		INV0119862			
			March Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$21,000.00
			7 Traffic Cameras		
		Total INV0119862			\$21,000.00
	Total Direct Pay	Payment 4/9/2026 9:23:31 AM - 3			\$21,000.00
Total American Traffic Solutions					\$21,000.00
Arbor Barber Tree Service LLC					
	EFT Payment	4/9/2026 9:22:43 AM - 1	2026 - April - 1st Council Meeting		
		04734-I			
			March Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$10,793.28
			Emergency Tree Removal-114th Ave E		
		Total 04734-I			\$10,793.28
	Total EFT Payment	4/9/2026 9:22:43 AM - 1			\$10,793.28
Total Arbor Barber Tree Service LLC					\$10,793.28
CDW Government					
	Direct Pay	Payment 4/9/2026 9:23:31 AM - 4	2026 - April - 1st Council Meeting		
		AI5E77W			
			PO 2026014		
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	\$313.81
			Ubiquiti Switch Aggregation Perp		
		Total AI5E77W			\$313.81
		AI5RA9Q			
			PO 2026014		
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	\$67.04
			Ubiquiti UI Care F/USW-Aggregation-D		
		Total AI5RA9Q			\$67.04
		AI6GB3S			
			PO 2026014		
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	\$108.25
			Ubiquiti 3M 10GB SFP Unifi DAC		
		Total AI6GB3S			\$108.25
		AI7124X			
			PO 2026012		
			001-018-000-518-85-49-03	Computer Subscriptions	\$2,955.36
			Sales Tax-Citywide MS Licensing-Year 1 of 3		
			001-018-000-591-18-70-01	Lease & SBITA Payments	\$29,260.88
			Citywide MS Licensing-Year 1 of 3		
		Total AI7124X			\$32,216.24

Vendor	Number	Reference	Account Number	Description	Amount
		AI74L4F			
			PO 2026014		
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	\$91.93
				Ubiquiti U Fiber 10G Module 2-Pk	
		Total AI74L4F			\$91.93
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 4			\$32,797.27
Total CDW Government					\$32,797.27
City of Sumner					
	26739			2026 - April - 1st Council Meeting	
		040126-COS			
			1st Qtr 2026 Animal Licenses		
			650-000-000-589-30-00-05	Animal Licenses	\$366.00
				1st Qtr 2026 Animal Licenses	
		Total 040126-COS			\$366.00
		1468			
			April Services		
			001-019-000-554-30-41-01	Animal Control Services	\$9,825.17
				Animal Control Svs. for April	
		Total 1468			\$9,825.17
	Total 26739				\$10,191.17
Total City of Sumner					\$10,191.17
CivicPlus, LLC					
	Direct Pay Payment 4/9/2026 9:23:31 AM - 5			2026 - April - 1st Council Meeting	
		360151			
			CivicPlus/Media/Mobile App-Annual Fee		
			001-018-000-518-85-49-03	Computer Subscriptions	\$14,274.81
				CivicPlus/Media/Mobile App-Annual Fee-3/30/26-3/29/27	
		Total 360151			\$14,274.81
		360159			
			Agenda & Mtg Management-Annual Fee		
			001-018-000-518-85-49-03	Computer Subscriptions	\$5,372.31
				Agenda & Mtg Management-Annual Fee-3/30/26-3/29/27	
		Total 360159			\$5,372.31
	Total Direct Pay Payment 4/9/2026 9:23:31 AM - 5				\$19,647.12
Total CivicPlus, LLC					\$19,647.12
Comcast					
	EFT Payment 4/9/2026 9:22:43 AM - 2			2026 - April - 1st Council Meeting	
		8498 35 021 0602869 3/29-4/28/26			
			3/29-4/28/26 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$455.68

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall Public Internet	
				Total 8498 35 021 0602869 3/29-4/28/26	\$455.68
				Total EFT Payment 4/9/2026 9:22:43 AM - 2	\$455.68
Total Comcast					\$455.68
CompuNet, Inc.					
				Direct Pay Payment 4/9/2026 9:23:31 AM - 6	
				2026 - April - 1st Council Meeting	
				322440	
				PO 2026015	
				001-018-000-594-18-64-02	
				Cap Exp-Computer Hardware	\$15,404.49
				Fortinet FortiGate 200G Network Security/Firewall Appliance	
				Total 322440	\$15,404.49
				Total Direct Pay Payment 4/9/2026 9:23:31 AM - 6	\$15,404.49
Total CompuNet, Inc.					\$15,404.49
Confluence Environmental Company					
				26740	
				2026 - April - 1st Council Meeting	
				19693	
				Feb-Mar Services	
				001-058-000-558-60-41-01	
				Professional Services-Reimbursable	\$4,376.50
				Peer Wetland Review-#26-1037-Kvaratskhelia Clear & Grade	
				Total 19693	\$4,376.50
				Total 26740	\$4,376.50
Total Confluence Environmental Company					\$4,376.50
Core & Main LP					
				26741	
				2026 - April - 1st Council Meeting	
				Y628402	
				March Purchases	
				410-000-000-531-38-31-01	
				Operational Supplies	\$1,630.14
				Repair Bands-Storm Pipes-Culvert	
				Total Y628402	\$1,630.14
				Total 26741	\$1,630.14
Total Core & Main LP					\$1,630.14

Vendor	Number	Reference	Account Number	Description	Amount
Department of Revenue					
	EFT Payment 4/9/2026 9:22:43 AM - 3		2026 - April - 1st Council Meeting		
	033126-DOR				
			Q1 2026 Excise Tax Return		
			001-018-000-518-85-49-03	Computer Subscriptions	\$110.29
				Sales Tax-ArgSoft Group LLC-Argent Professional Support Svcs	
			001-076-000-576-80-31-01	Operational Supplies	\$44.60
				Sales Tax-Dog Waste Depot-Dog Waste Bags	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$104.63
				Sales Tax-Lakeside Industries-Cold Mix Asphalt-EZ Street Pallet	
			401-000-000-535-10-41-51	State Taxes	\$3,513.43
				Q1 2026 Public Utility & B&O Taxes	
		Total 033126-DOR			\$3,772.95
	Total EFT Payment 4/9/2026 9:22:43 AM - 3				\$3,772.95
Total Department of Revenue					\$3,772.95
East Pierce Fire & Rescue					
	26742		2026 - April - 1st Council Meeting		
		040726-EPFR			
			Fire Plan Review Fees-Reconciliation		
			650-000-000-589-30-00-06	Fire Plan Review	\$503.91
				Fire Plan Review Fees-Reconciliation	
		Total 040726-EPFR			\$503.91
	Total 26742				\$503.91
Total East Pierce Fire & Rescue					\$503.91
ESI Security					
	EFT Payment 4/9/2026 9:22:43 AM - 4		2026 - April - 1st Council Meeting		
	002532				
			March Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$66.06
				Spare Keys (Qty 5)-PD	
		Total 002532			\$66.06
	Total EFT Payment 4/9/2026 9:22:43 AM - 4				\$66.06
Total ESI Security					\$66.06
Grainger					
	Direct Pay Payment 4/9/2026 9:23:31 AM - 7		2026 - April - 1st Council Meeting		
	9847685899				
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$83.26
				Ballast Lighting-Restrooms/Entry-Jovita Park	
		Total 9847685899			\$83.26

Vendor	Number	Reference	Account Number	Description	Amount
		9864271276			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$147.95
				Electromechanical Timer-Restroom Lighting-Jovita Park	
		Total 9864271276			\$147.95
		9864369799			
			April Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$345.51
				Bandages;Wasp/Hornet Killer	
			001-076-000-576-80-31-01	Operational Supplies	\$181.40
				Cover Plate, Access Cover, LED Security Light, Photocontrol-Restrooms-Jovita Park	
		Total 9864369799			\$526.91
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 7			\$758.12
Total Grainger					\$758.12
Gray & Osborne, Inc					
	26743				
			2026 - April - 1st Council Meeting		
		6-G&O Prj. 25527.00			
			Mar Svcs-48th Street E Preservation CM		
			340-000-000-595-80-63-01	Transportation Cap Projects	\$1,243.92
				T-14 48th St E Preservation Project	
				48th Street E Preservation CM	
		Total 6-G&O Prj. 25527.00			\$1,243.92
	Total 26743				\$1,243.92
Total Gray & Osborne, Inc					\$1,243.92
Inslee, Best, Doezie & Ryder, P.S.					
		Direct Pay Payment 4/9/2026 9:23:31 AM - 8		2026 - April - 1st Council Meeting	
		454417			
			February Services		
			001-018-000-515-41-41-01	Legal Services-External	\$9,372.50
				February Services	
			001-018-000-515-41-41-01	Legal Services-External	\$1,860.00
				Prologis Development	
			001-018-000-515-41-41-01	Legal Services-External	\$144.50
				AT&T/Lumen Franchise Agreement	
			001-018-000-515-41-41-01	Legal Services-External	\$539.50
				Ziply Franchise Agreement	
		Total 454417			\$11,916.50
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 8			\$11,916.50
Total Inslee, Best, Doezie & Ryder, P.S.					\$11,916.50

Vendor	Number	Reference	Account Number	Description	Amount
Jennings Equipment, Inc.					
		Direct Pay Payment 4/9/2026 9:23:31 AM - 9	2026 - April - 1st Council Meeting		
		033126-JEI			
			March Statement		
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$193.94
				Small Limbing Saw	
		Total 033126-JEI			\$193.94
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 9			\$193.94
Total Jennings Equipment, Inc.					\$193.94
Kelley Create					
	26744		2026 - April - 1st Council Meeting		
		IN2265267			
			12/30/25-3/29/26 Copy Charges		
			001-018-000-518-20-42-03	Copy Machine Charges	\$44.52
				Copy Overage Charges	
		Total IN2265267			\$44.52
	Total 26744				\$44.52
Total Kelley Create					\$44.52
Kings III Emergency Communications					
		EFT Payment 4/9/2026 9:22:43 AM - 5	2026 - April - 1st Council Meeting		
		3382618			
			Service Elevator Phone(s)		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$55.00
				Service Elevator Phone(s) 4/1-4/30/26	
		Total 3382618			\$55.00
		Total EFT Payment 4/9/2026 9:22:43 AM - 5			\$55.00
Total Kings III Emergency Communications					\$55.00
Les Schwab Tire Center					
		EFT Payment 4/9/2026 9:22:43 AM - 6	2026 - April - 1st Council Meeting		
		42700477535			
			March Statement		
			001-022-000-548-30-48-07	Maintenance/Repairs-Vehicles	\$831.93
				Brake Pads/Rotors/Calipers/Rear Disc Repair-Vehicle #12	
			410-000-000-531-38-48-07	Maintenance & Repairs-Vehicles	\$356.54
				Brake Pads/Rotors/Calipers/Rear Disc Repair-Vehicle #12	
		Total 42700477535			\$1,188.47
		Total EFT Payment 4/9/2026 9:22:43 AM - 6			\$1,188.47
Total Les Schwab Tire Center					\$1,188.47

Vendor	Number	Reference	Account Number	Description	Amount
LONG Building Technologies, Inc.	26745			2026 - April - 1st Council Meeting	
		SRVCE0025879			
			OpenPath Subscription		
			001-018-000-518-85-49-03	Computer Subscriptions	\$1,023.93
				Software for Restroom Doors & Gates-Jovita, Edgemont,ECP	
		Total SRVCE0025879			\$1,023.93
	Total 26745				\$1,023.93
Total LONG Building Technologies, Inc.					\$1,023.93
McClatchy Company LLC					
	Direct Pay Payment 4/9/2026 9:23:31 AM - 10			2026 - April - 1st Council Meeting	
	115609				
			March Statement		
			001-019-030-514-30-41-02	Legal Publications	\$424.23
				March Statement	
			001-058-000-558-60-41-08	Legal Notices/Publications	\$488.09
				March Statement	
		Total 115609			\$912.32
	Total Direct Pay Payment 4/9/2026 9:23:31 AM - 10				\$912.32
Total McClatchy Company LLC					\$912.32
McKinstry Co, LLC					
	Direct Pay Payment 4/9/2026 9:23:31 AM - 11			2026 - April - 1st Council Meeting	
	10320259				
			March Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$745.38
				Diagnose & Repair-HVAC-Heat Pump	
		Total 10320259			\$745.38
	10320721				
			March Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,997.00
				Annual Sprinkler & Alarm Test-2026	
		Total 10320721			\$1,997.00
	10321257				
			April Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,753.98
				April Maintenance	
		Total 10321257			\$1,753.98
	Total Direct Pay Payment 4/9/2026 9:23:31 AM - 11				\$4,496.36
Total McKinstry Co, LLC					\$4,496.36

Vendor	Number	Reference	Account Number	Description	Amount
McLendon - Parkrose Hardware					
	EFT Payment	4/9/2026 9:22:43 AM - 7	2026 - April - 1st Council Meeting		
		033126-MH			
			March Statement		
			001-022-000-548-30-31-01	Operating Supplies	\$61.34
				Drill Bit; Fasteners;9" Telescoping Drv St; Ratchet Bit Holder	
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$273.92
				Manual MP Hand Pump; Saws	
			001-076-000-576-80-31-01	Operational Supplies	\$285.16
				Cleaner; Spray Paint; Fasteners-Jovita Station;Tree/ Plants-ECP/City Hall Entrance	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$93.14
				Attachment for Water Pump-Manholes	
			410-000-000-531-38-31-01	Operational Supplies	\$49.31
				Replace Solar Light-11415 43rd St Ct E	
		Total 033126-MH	\$762.87		
	Total EFT Payment	4/9/2026 9:22:43 AM - 7	\$762.87		
Total McLendon - Parkrose Hardware					\$762.87
Measure Meant, SPC					
	26746		2026 - April - 1st Council Meeting		
		26008			
			March Services		
			001-058-000-558-60-41-23	Professional Serv-GMA	\$20,000.00
				Climate Sub-Element Project	
		Total 26008	\$20,000.00		
	Total 26746		\$20,000.00		
Total Measure Meant, SPC					\$20,000.00
Murrey's Disposal Company					
	EFT Payment	4/9/2026 9:22:43 AM - 8	2026 - April - 1st Council Meeting		
		13557110S111			
			March Services		
			001-022-000-544-20-47-03	Waste Disposal	\$438.31
				PW Yard	
		Total 13557110S111	\$438.31		
	Total EFT Payment	4/9/2026 9:22:43 AM - 8	\$438.31		
Total Murrey's Disposal Company					\$438.31
OpenGov, Inc.					
	Direct Pay Payment	4/9/2026 9:23:31 AM - 12	2026 - April - 1st Council Meeting		
		INV26048			
			Asset Management Software		
			410-000-000-531-38-49-04	Asset Management Software	\$1,891.67
				Sales Tax-Asset Management Software Subscription	
			410-000-000-591-31-70-01	Lease & SBITA Payments	\$18,729.27

Vendor	Number	Reference	Account Number	Description	Amount
				Asset Management Software-3rd Yr of 3 Yr Subscription (Begin date 4/1/24)	
		Total INV26048			\$20,620.94
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 12			\$20,620.94
Total OpenGov, Inc.					\$20,620.94
O'Reilly Auto Parts					
		EFT Payment 4/9/2026 9:22:43 AM - 9		2026 - April - 1st Council Meeting	
		032826-OAP			
			March Statement		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$219.57
				Headlight Bulb; Connector Grease Stick-Vehicle #13;Wipers #19;Turn Signal #20;Carwash;Motor Oil;Degreaser,Jack Gears(Olympic Trailer)	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$83.58
				Wipers #19;Turn Signal #20;Carwash;Motor Oil;Degreaser,Jack Gears(Olympic Trailer)	
		Total 032826-OAP			\$303.15
		Total EFT Payment 4/9/2026 9:22:43 AM - 9			\$303.15
Total O'Reilly Auto Parts					\$303.15
Pape Machinery Inc.					
		Direct Pay Payment 4/9/2026 9:23:31 AM - 13		2026 - April - 1st Council Meeting	
		16718491			
			March Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$117.76
				Ignition Module/Coil Pack-Stihl Backpack Blower	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$50.47
				Ignition Module/Coil Pack-Stihl Backpack Blower	
		Total 16718491			\$168.23
		16758216			
			March Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$67.45
				Air Filters/Spark Plugs-Backpack Blowers	
			410-000-000-531-38-32-02	Supplies/Parts-Vehicles & Equipment	\$28.91
				Air Filters/Spark Plugs-Backpack Blowers	
		Total 16758216			\$96.36
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 13			\$264.59
Total Pape Machinery Inc.					\$264.59

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Auditor's Office	26747			2026 - April - 1st Council Meeting	
		CI-384831			
			Auditor Recording Fees Acct #5049		
			001-058-010-558-50-41-08	Legal Notices/Publications	\$304.50
				Recording Fees #CE-26-0008	
		Total CI-384831			\$304.50
	Total 26747				\$304.50
Total Pierce County Auditor's Office					\$304.50
Pierce County Budget & Finance Assessor	26748			2026 - April - 1st Council Meeting	
		041426- PC Assessor			
			2026 Property Taxes		
			001-018-000-518-30-41-03	Surface Water Charge	\$15,285.61
				2026 Property Taxes	
		Total 041426- PC Assessor			\$15,285.61
	Total 26748				\$15,285.61
Total Pierce County Budget & Finance Assessor					\$15,285.61
Pierce County Budget & Finance Court	26749			2026 - April - 1st Council Meeting	
		CI-384740			
			2nd Qtr 2026 Services		
			001-021-000-512-52-41-01	Court Services - Contracted	\$31,419.50
				2nd Qtr 2026 Services	
		Total CI-384740			\$31,419.50
	Total 26749				\$31,419.50
Total Pierce County Budget & Finance Court					\$31,419.50
Pierce County Budget & Finance PW	26750			2026 - April - 1st Council Meeting	
		CI-383729			
			February Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$4,710.08
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$6,978.46
			101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	\$3,632.87
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$53,422.45
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$8,655.46
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$480.94
		Total CI-383729			\$77,880.26
	Total 26750				\$77,880.26
Total Pierce County Budget & Finance PW					\$77,880.26

Vendor	Number	Reference	Account Number	Description	Amount
Primo Brands					
	EFT Payment 4/9/2026 9:22:43 AM - 10		2026 - April - 1st Council Meeting		
	06C8750032356				
			February Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$211.14
				February Water Delivery	
		Total 06C8750032356			\$211.14
	Total EFT Payment 4/9/2026 9:22:43 AM - 10				\$211.14
Total Primo Brands					\$211.14
Psomas					
	26751		2026 - April - 1st Council Meeting		
		233198			
			March Svcs-Interurban Trail Phase III		
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$61,599.01
				P-1 Interurban Trail Ph 3 Design/Construction	
				March Svcs-Interurban Trail Phase III	
		Total 233198			\$61,599.01
	Total 26751				\$61,599.01
Total Psomas					\$61,599.01
Public Finance Inc.					
	Direct Pay Payment 4/9/2026 9:23:31 AM - 14		2026 - April - 1st Council Meeting		
	0002607				
			2nd Qtr 2026 LID Services		
			202-000-000-535-10-41-01	Professional Services	\$1,511.34
				2nd Qtr 2026 LID Services	
		Total 0002607			\$1,511.34
	Total Direct Pay Payment 4/9/2026 9:23:31 AM - 14				\$1,511.34
Total Public Finance Inc.					\$1,511.34
Randles Sand & Gravel Inc.					
	26752		2026 - April - 1st Council Meeting		
		444885			
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$581.33
				Top Soil-Lawn-City Hall	
		Total 444885			\$581.33
	Total 26752				\$581.33
Total Randles Sand & Gravel Inc.					\$581.33

Vendor	Number	Reference	Account Number	Description	Amount
Refunds/Reimbursements Vendor					
	26753			2026 - April - 1st Council Meeting	
		032026-DDPELP		DDP Edgewood. LP	
				Assign. of Funds Release-#21-1017	
			006-000-000-582-10-00-02	Refunds-Assignment of Funds	\$44,320.45
				Assign. of Funds Release-#21-1017 The Learning Experience Childcare Center	
		Total 032026-DDPELP			\$44,320.45
	Total 26753				\$44,320.45
	26754			2026 - April - 1st Council Meeting	
		033126-JT		James G Tumelson	
				Mileage Reimbursement	
			001-058-000-558-50-43-01	Travel	\$207.35
				Mileage Reimbursement-NCW-ICC Annual Bldg Code Training-J.Tumelson	
		Total 033126-JT			\$207.35
	Total 26754				\$207.35
	26755			2026 - April - 1st Council Meeting	
		040726-JSH		Jill Schwerzler-Herrera	
				Mileage Reimbursement	
			001-019-030-514-20-43-01	Travel	\$330.60
				Mileage Reimbursement-WMCA Conference-J.S-Herrera	
		Total 040726-JSH			\$330.60
	Total 26755				\$330.60
Total Refunds/Reimbursements Vendor					\$44,858.40
Shell					
		EFT Payment 4/9/2026 9:22:43 AM - 11		2026 - April - 1st Council Meeting	
		111788652			
				March Statement	
			001-022-000-548-30-32-01	Fuel	\$2,417.84
				Fuel	
			410-000-000-531-38-32-01	Fuel	\$1,053.58
				Fuel	
		Total 111788652			\$3,471.42
		Total EFT Payment 4/9/2026 9:22:43 AM - 11			\$3,471.42
Total Shell					\$3,471.42
Smarsh, Inc.					
		Direct Pay Payment 4/9/2026 9:23:31 AM - 15		2026 - April - 1st Council Meeting	
		INV-339932			
				3/1-3/31/26 Web Archiving	
			001-018-000-518-85-49-03	Computer Subscriptions	\$18.67
				3/1-3/31/26 Web Archiving	
		Total INV-339932			\$18.67
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 15			\$18.67
Total Smarsh, Inc.					\$18.67

Vendor	Number	Reference	Account Number	Description	Amount
Sound Electronics					
	26756		2026 - April - 1st Council Meeting		
		519628			
			March Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,057.25
				Annual Fire Alarm Inspection	
		Total 519628			\$1,057.25
		519629			
			March Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$384.25
				Replace AES Battery and Strobe-Council Chambers	
		Total 519629			\$384.25
	Total 26756				\$1,441.50
Total Sound Electronics					\$1,441.50
Sunbelt Rentals, Inc					
	26757		2026 - April - 1st Council Meeting		
		181516204-0001			
			March Rental		
			001-076-000-576-80-45-03	Operating Rentals	\$309.06
				Tree Removal-Crawford Woods Park	
		Total 181516204-0001			\$309.06
	Total 26757				\$309.06
Total Sunbelt Rentals, Inc					\$309.06
Tacoma Screw Products Inc					
	26758		2026 - April - 1st Council Meeting		
		130090475-00			
			March Purchases		
			001-022-000-548-30-31-53	PPE-Personal Protective Equipment	\$160.22
				Disposable Nitrile Gloves-XL-(Qty 10 Bxs)	
			410-000-000-531-38-31-53	PPE-Personal Protective Equipment	\$68.66
				Disposable Nitrile Gloves-XL-(Qty 10 Bxs)	
		Total 130090475-00			\$228.88
	Total 26758				\$228.88
Total Tacoma Screw Products Inc					\$228.88
TK Elevator					
	Direct Pay Payment 4/9/2026 9:23:31 AM - 16		2026 - April - 1st Council Meeting		
		1000743741			
			PO 2025038		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$5,848.96

Vendor	Number	Reference	Account Number	Description	Amount
				Repairs-Emergency Alarm Battery Lowering Device	
		Total 1000743741			\$5,848.96
		Total Direct Pay Payment 4/9/2026 9:23:31 AM - 16			\$5,848.96
Total TK Elevator					\$5,848.96
Traffic Safety Supply					
26759				2026 - April - 1st Council Meeting	
		INV089493			
			March Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$1,324.41
				Traffic Cones-(Qty 50)	
			410-000-000-531-38-31-01	Operational Supplies	\$567.61
				Traffic Cones-(Qty 50)	
		Total INV089493			\$1,892.02
	Total 26759				\$1,892.02
Total Traffic Safety Supply					\$1,892.02
Transpo Group					
		Direct Pay Payment 4/9/2026 9:23:31 AM - 17		2026 - April - 1st Council Meeting	
		37270			
			Prj. 1.24363.00 Local Rd Safety Plan Update		
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	\$10,042.50
				Local Road Safety Plan Update	
		Total 37270			\$10,042.50
		37276			
			Prj. 1.24363.00 Prologis EIS		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$562.50
				Prologis EIS	
		Total 37276			\$562.50
	Total Direct Pay Payment 4/9/2026 9:23:31 AM - 17				\$10,605.00
Total Transpo Group					\$10,605.00
US Bank ACH/EFT					
		EFT Payment 4/9/2026 9:23:15 AM - 1		2026 - April - 1st Council Meeting	
		040726-USB			
			March Safekeeping Fees		
			001-018-000-514-20-42-05	Bank & Bond Fees	\$22.00
				March Safekeeping Fees	
		Total 040726-USB			\$22.00
	Total EFT Payment 4/9/2026 9:23:15 AM - 1				\$22.00
Total US Bank ACH/EFT					\$22.00

Vendor	Number	Reference	Account Number	Description	Amount
Utilities Underground Location Center					
	Direct Pay Payment 4/9/2026 9:23:31 AM - 18		2026 - April - 1st Council Meeting		
	6030155				
			March Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$139.38
				Utility Locating Svcs. for March	
		Total 6030155			\$139.38
	Total Direct Pay Payment 4/9/2026 9:23:31 AM - 18				\$139.38
Total Utilities Underground Location Center					\$139.38
Verizon Connect Fleet					
	EFT Payment 4/9/2026 9:22:43 AM - 12		2026 - April - 1st Council Meeting		
	308000084352				
			March Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$175.95
				3/1-3/31/26 Vehicle Tracking Svcs	
		Total 308000084352			\$175.95
	Total EFT Payment 4/9/2026 9:22:43 AM - 12				\$175.95
Total Verizon Connect Fleet					\$175.95
Verizon Wireless					
	EFT Payment 4/9/2026 9:22:43 AM - 13		2026 - April - 1st Council Meeting		
	6139371916				
			March Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$1,053.06
				March Monthly Statement	
		Total 6139371916			\$1,053.06
	Total EFT Payment 4/9/2026 9:22:43 AM - 13				\$1,053.06
Total Verizon Wireless					\$1,053.06
WA State Treasurer					
	26760		2026 - April - 1st Council Meeting		
		040126-WST			
			Q1 2026 Building Fees		
			650-000-000-589-30-00-04	State Bldg Code Fee	\$282.00
				Q1 2026 Building Fees	
		Total 040126-WST			\$282.00
		040726-WST			
			State Code Building Fees-Reconciliation		
			650-000-000-389-30-00-06	Fire Plan Review	\$4.50
				State Code Building Fees-Reconciliation w/Account Correction	
			650-000-000-589-30-00-04	State Bldg Code Fee	\$70.50

Vendor	Number	Reference	Account Number	Description	Amount
				State Code Building Fees-Reconciliation	
		Total 040726-WST			\$75.00
	Total 26760				\$357.00
Total WA State Treasurer					\$357.00
Wandering Cowgirl Coffee LLC					
	26761			2026 - April - 1st Council Meeting	
		2026012			
			April Services		
			001-018-000-518-20-49-11	City Employee Team Building	\$496.39
				Coffee Cart-Staff Appreciation Day	
		Total 2026012			\$496.39
	Total 26761				\$496.39
Total Wandering Cowgirl Coffee LLC					\$496.39
Xtreme Graphix, Inc.					
	EFT Payment 4/9/2026 9:22:43 AM - 14			2026 - April - 1st Council Meeting	
		26-610			
			March Purchases		
			001-058-000-558-60-31-11	Signs	\$29.57
				Land Use Sign Permit #26-1080	
		Total 26-610			\$29.57
		26-663 A			
			March Purchases		
			001-058-000-558-60-31-11	Signs	\$59.13
				Land Use Sign-Permit #25-001	
		Total 26-663 A			\$59.13
		26-663 B			
			March Purchases		
			001-058-000-558-60-31-11	Signs	\$29.57
				Land Use Sign-Permit #25-002	
		Total 26-663 B			\$29.57
		26-763			
			April Purchases		
			001-058-000-558-60-31-11	Signs	\$29.57
				Land Use Sign-Permit #26-1056	
		Total 26-763			\$29.57
		26-792			
			April Purchases		
			001-058-000-558-60-31-11	Signs	\$29.57

Vendor	Number	Reference	Account Number	Description	Amount
				Land Use Sign-Permit #26-1079	
		Total 26-792			\$29.57
		Total EFT Payment 4/9/2026 9:22:43 AM - 14			\$177.41
		Total Xtreme Graphix, Inc.			\$177.41
Grand Total		Vendor Count	54		\$452,833.25



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB26-0701 - Ordinance 26-0701 2nd Reading/Adoption Franchise Agreement Ziplly Fiber	Agenda Item #: 5.A
	For Agenda of: 4/14/2026
	Prepared by: Chuck Hendricksen
Attachments (list): 1. 26-0701_Ziplly Fiber Pacific Edgewood Franchise - FINAL	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 04/09/2026 Dave Olson, Mayor 04/09/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline:

Summary Statement:

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

Item History:

Recommended Action:

MOTION to approve the second reading and adoption of the Ziplly Fiber Franchince Agreement

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 26-0701

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

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

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

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

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

Section 1. Grant of Right to Use Franchise Area

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Notice

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

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

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

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

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 Ziply 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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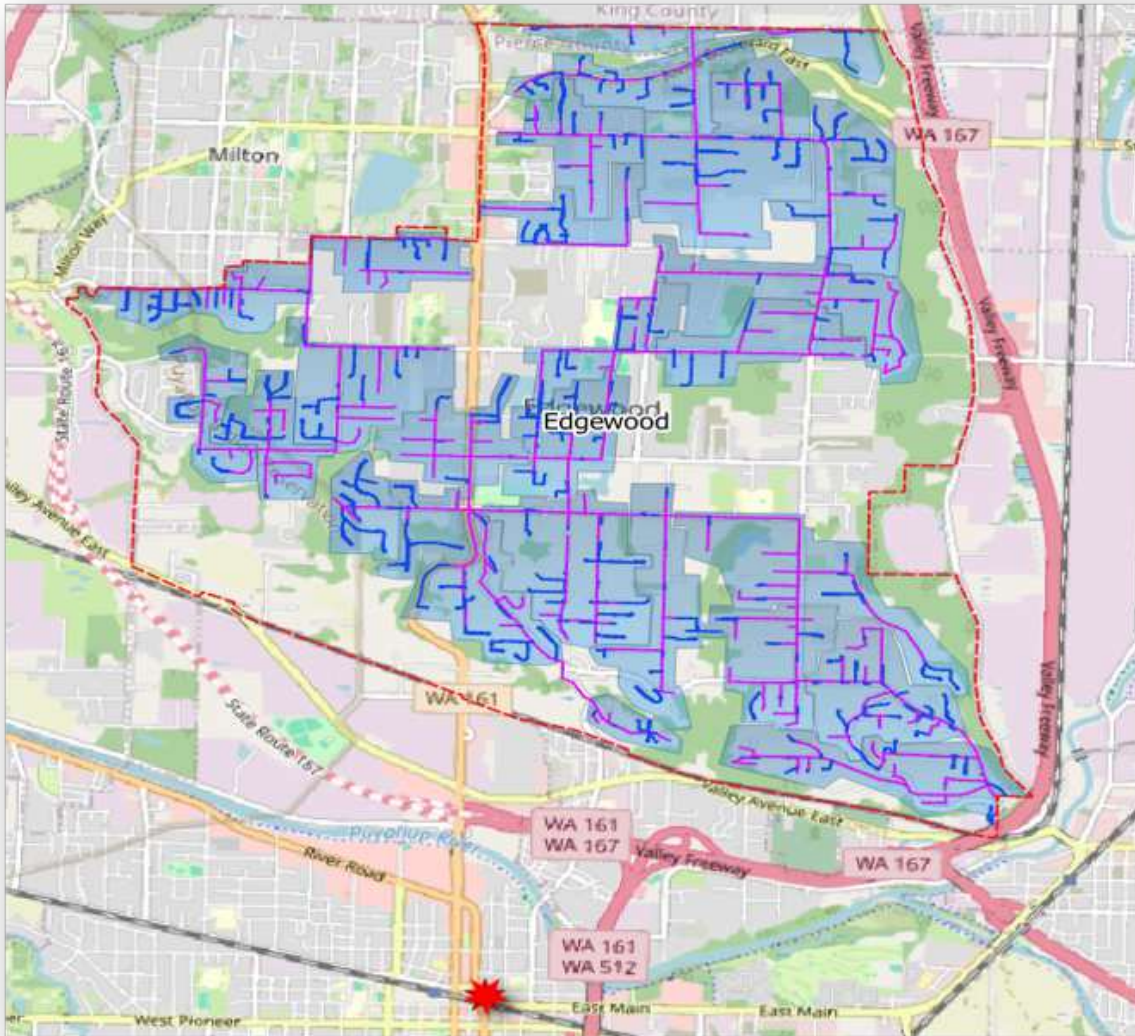


EXHIBIT B

STATEMENT OF ACCEPTANCE

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

Ziply Fiber Pacific, LLC

By: *Jessica Epley*

Date: 03/10/2026

Name: Jessica Epley

Title: Vice President – Regulatory & External Affairs



City Of Edgewood Council Agenda Summary Sheet

Subject: AB26-0702 - Ordinance 26-0702 1st reading NFC Franchise Agreement	Agenda Item #: 5.B
	For Agenda of: 4/14/2026
	Prepared by: Chuck Hendricksen
Attachments (list): 1. 2026.03.10 NFC Northwest Edgewood Franchise - FINAL	
Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 04/09/2026 Dave Olson, Mayor 04/09/2026	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:

MOTION to approve the first reading of the NFC Franchise Agreement.

Fiscal Note/Consideration:

ORDINANCE NO. 26-0702

**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 Ziply 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 imitations 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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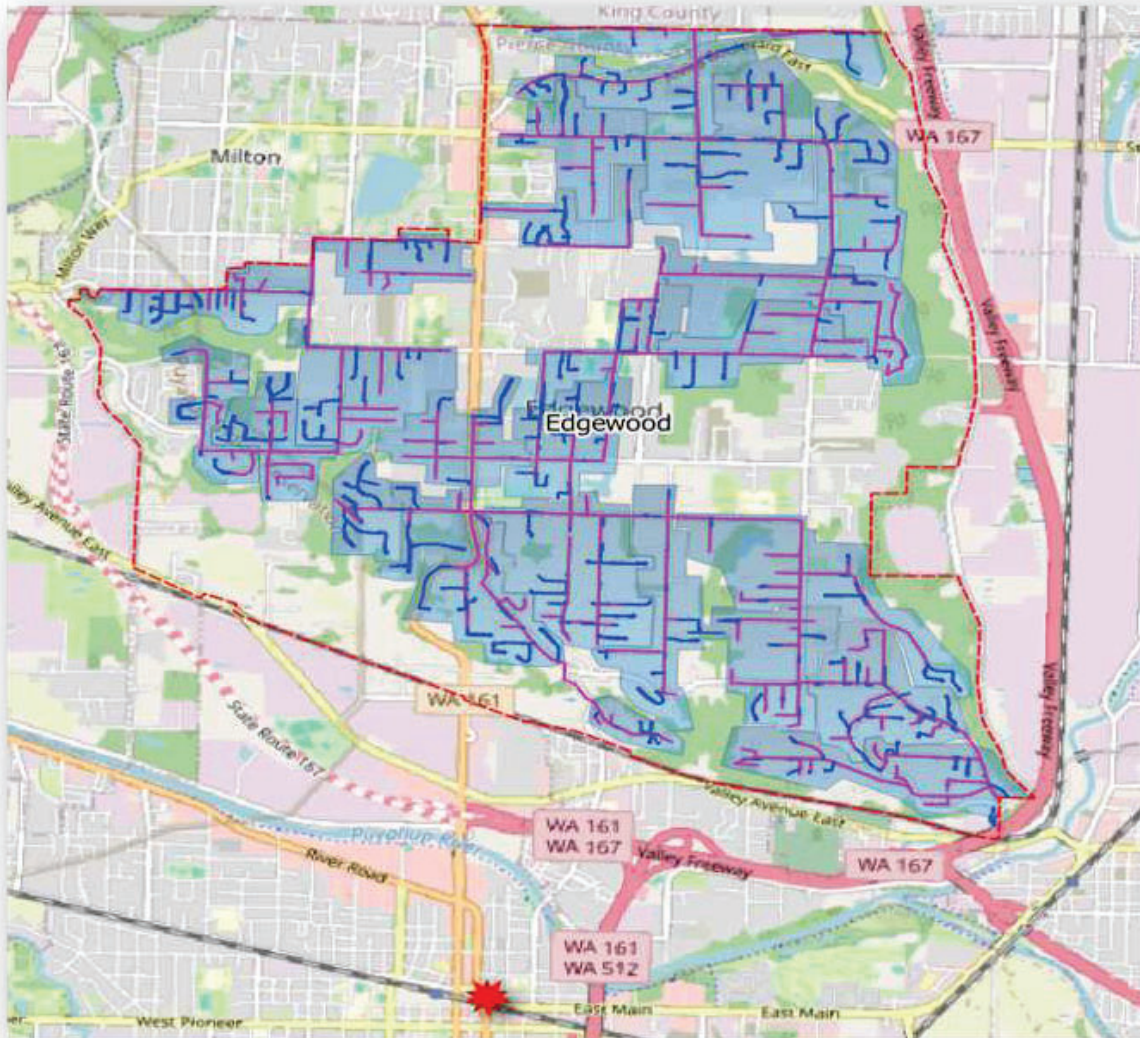


EXHIBIT B

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: AB26-0703 - Ordinance 26-0703 Repealing Ordinance No. 23-0469 and Chapter 8.10 - Fireworks	Agenda Item #: 5.C
	For Agenda of: 4/14/2026
	Prepared by:
Attachments (list): - Ordinance No. 26-0703- Repealing Ordinance No. 23-0469 and Chapter 8.10- 2.13.26 Atty(11190133.1) - EPFR Edgewood Fireworks Incidents_2022-2025 - PD Stats	
Approval of Materials: Rachel Pitzel, Assistant City Administrator 04/06/2026 Dave Olson, Mayor 04/06/2026	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:

MOTION to adopt **AB26-0703** - Ordinance 26-0703 Repealing Ordinance No. 23-0469 and Chapter 8.10 - Fireworks

Recommended Action:

Fiscal Note/Consideration:

ORDINANCE NO. 26-0703

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 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

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



City Of Edgewood Council Agenda Summary Sheet

Subject: AB26-0704 - Ordinance 26-0704 Transportation Impact Administrative Fees	Agenda Item #: 5.D
	For Agenda of: 4/14/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. Ordinance 26-0704	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 04/08/2026 Dave Olson, Mayor 04/08/2026	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 consideration this evening).

Staff presented more information for Council's consideration at the March 17, 2026 study session ([meeting materials](#) and [recording](#)) and April 7, 2026 study session ([meeting materials](#) and [recording](#)). Pursuant to those discussions, attached is an ordinance that revises EMC 4.30.140 and sets the TIF Administrative Fee at \$250 per unit (as defined therein).

Item History:

N/A

Recommended Action:

MOTION to adopt **AB26-0704** - Ordinance 26-0704 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. Please see prior meeting materials (linked above) for a summary of receipts and consultant costs over the last 6 years and staff's recommendation.

ORDINANCE NO. 26-0704

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 assessed in addition to 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 has determined the current TIF administrative fee should be reviewed and adjusted, as the current percentage-based structure may not consistently reflect the actual level of effort required to administer the program; and

WHEREAS, to ensure full transparency of all applicable fees, the TIF administrative fee shall be listed in the City’s Fee Schedule instead of in the EMC; and

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

WHEREAS, the City Council reviewed the proposed change to the TIF administrative fee at study sessions held on March 17, 2026, and April 7, 2026; 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. 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 assessed together with a separate administrative fee as specified 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 clarifying that “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:

 for

Maili C. Barber, City Attorney

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



City Of Edgewood Council Agenda Summary Sheet

Subject: AB26-0792 - Resolution 26-0792 Fee Schedule Update	Agenda Item #: 5.E
	For Agenda of: 4/14/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 26-0792 2. Fee Schedule (Effective 2026-05-01)	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor 04/08/2026 04/08/2026	Expenditure Required: N/A
	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 consideration is 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, and April 7, 2026 study sessions (see Item History for links). Per [EMC 3.35.020](#), "Approvals of schedule revisions shall be by resolution." The attached resolution and fee schedule has 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](#)

April 7, 2026 Study Session: [Meeting Materials](#), [Recording](#)

Recommended Action:

MOTION to adopt **AB26-0792** - Resolution 26-0792 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 proposed fee schedule attached hereto 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. 26-0792

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



Fee Schedule

Effective May 1, 2026 | Resolution No. 26-0792

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

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GENERAL POLICIES

Hourly Rate Schedule

Hourly rates include wages, benefits, overhead, and equipment. These rates apply to fees as noted herein, any 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	\$160.00
City Attorney	Actual Cost ¹

Deposits for Actual Costs

Where noted in the fee schedule as a “Deposit”, the applicant must pay for all actual 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	\$1,200.00
Hearing Examiner Reconsideration	\$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 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 may be withheld until all outstanding fees and charges have been paid.

Fees Due 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 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	\$500.00 ²
Financial Guarantees (Bonds, Cash Deposits, Assignment of Funds)	See Applicable EMC
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
Inspection of Unauthorized Work	2.0 x Hourly Rate

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

Fee Type	Fee
Pre-Application Conference (EMC 18.40.130)	
Tier 1(Summary Comment Letter)	\$500.00
Tier 2 (One Hour Meeting with Staff)	\$650.00
Unauthorized / Unpermitted Work (EMC 3.35.090) ³	2.0 x Fees (\$500.00 minimum)
Plus Critical Areas Investigation Fee, when applicable (EMC 14.10.120(E))	Hourly Rate
Plus Outside Consultant / Third-Party Review (if needed)	Actual Cost, etc. (see above)
Permit or Approval Extension Request (EMC 18.40.090(L))	\$200.00

³ 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](#). 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) ⁴ incl. TPCHD septic application review	\$75.00
One-Principal Dwelling Wetland Certification	\$400.00
Fish and Wildlife Habitat (Stream) Review or Wetland Review	\$500.00
Plus Outside Consultant / Third-Party Review	See Table DEV-1 ⁵
Flood Hazard Development Permit	\$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Aquifer Recharge Hazardous Use Review	\$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Volcanic, Landslide, Seismic, and Erosion Hazard Area Impact Review	\$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Reasonable Use Permit (EMC 14.30.050)	\$3,750.00
Variance (Flood Hazard or Other – EMC 14.10.100)	\$3,750.00
Critical Area Signage	\$2.00 per sign
Mitigation Compliance Monitoring	
Staff Review of Periodic Monitoring Report	\$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	\$1,400.00
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	See Table DEV-1
Plus City Attorney Review Costs	Actual Cost
Addendum	\$1,000.00 Deposit
Documented Exemption (if requested by external agency) ⁶	\$250.00
SEPA Determination Newspaper Notice (per notice) ⁷	\$400.00 Deposit

⁴ A CARC identifies potential critical areas located on a subject site, what studies will be required for complete permit application(s) to the city, and may support application submittals to other agencies (e.g. on-site septic systems).

⁵ To streamline application intake, the Deposit for this Third-Party Review is as follows: Subdivision 1st Review = \$3,000.00; Other 1st Review = \$2,500.00; Subsequent Reviews = \$1,500.00 each

⁶ Certain projects with state, federal, or other outside funding may require documentation demonstrating the proposal is exempt from SEPA review.

⁷ Actual publication costs for this item ranged from \$415 to \$450 in 2025.

Review Type	Fee
Tree Preservation Review (EMC 18.90.180)	
Residential Use	
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)	\$2,700.00
Binding Site Plan (Chapter 16.05 EMC)	
Commercial, Industrial, or 1-4 Dwelling Units (Administrative Decision)	
Preliminary Approval	\$4,600.00
Final Approval	\$1,250.00
Amendment, Modification, or Vacation	\$3,700.00
5+ Dwelling Units (Hearing Examiner Decision)	
Preliminary Approval	\$6,000.00
Plus Hearing Examiner	\$3,000.00 Deposit
Final Approval	\$1,900.00
Amendment, Modification, or Vacation (EMC 16.05.080 and Chapter 16.07)	\$4,000.00
Boundary Line Adjustment (Chapter 16.02 EMC)	\$1,600.00
Lot Combination / Lot Line Elimination (<i>results in only one legal parcel remaining</i>)	\$1,000.00
Comprehensive Plan Map and/or Text Amendment (Chapter 18.60 EMC)	\$4,500.00
Plus City Attorney and/or Outside Consultant / Third-Party Review (Table DEV-1)	\$2,000.00 Deposit
Conditional Use Permit (EMC 18.50.040)	\$5,000.00
Plus Hearing Examiner	\$3,000.00 Deposit
Design Standards Review (EMC 18.50.050)	
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	\$5,250.00 Actual Cost
Essential Public Facility Permit (EMC 18.50.060)	See Conditional Use Permit
Nonconforming Use Permit (EMC 18.50.045)	See Conditional Use Permit
Residential Cluster Development (EMC 18.50.035)	See Conditional Use Permit
Rezone Site-Specific, with Comprehensive Plan Amendment (Chapter 18.60 EMC)	See Comprehensive Plan Map and/or Text Amendment
Site-Specific, w/o Comprehensive Plan Amendment (EMC 18.40.110) Plus Hearing Examiner	\$3,600.00 \$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 \$200.00 \$3,840.00 \$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) Vacation of Recorded Full Subdivision (Chapter 16.07 EMC)	\$240.00 \$4,400.00 \$1,120.00 \$1,600.00 \$1,920.00 \$1,120.00 \$6,400.00 \$150.00 \$5,000.00 Deposit \$1,920.00 \$2,700.00 \$60.00 \$2,700.00 \$1,680.00
Temporary Use Permit (EMC 18.50.070) Neighborhood or Community Garage Sales and Moving Sales Non-Profit Entities or Government Agencies All Other Uses, Including Other Sales of Personal Belongings	\$0.00 \$100.00 \$500.00

Review Type	Fee
Wireless Communication Facilities (EMC 18.100.110)	
Antenna Array, New – Administrative Use Permit	See fee, above
Eligible Facility Modification Request	\$650.00
Communication Tower, New	
Administrative Use Permit (EMC 18.100.110(E) – Table 1)	See fee, above
Conditional Use Permit (EMC 18.100.110(E)– Table 2)	See fee, above
Small Wireless Facilities, Outside of Public Right-of-Way ⁸	\$650.00
Variance (EMC 18.50.080)	
Administrative Variance (Process II Decision)	\$2,800.00
Regular Variance (Process III Decision)	\$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 (if needed)	Actual Cost
Code Amendment (Development Regulations – Chapter 18.60 EMC)	\$1,500.00
Plus City Attorney Review Costs (if needed)	Actual Cost
Nonconforming Use Letter (EMC 18.90.110(M))	\$2,000.00
Plus City Attorney Review Costs (if needed)	Actual Cost
Zoning Confirmation / Verification Letter	\$300.00
Other Land Use Reviews	
Nonresidential / Multifamily Building Design Compliance (per building)	\$400.00
Other Building Permit Reviews (each)	\$160.00
Other Construction Permit Compliance (<i>with no associated land use application</i>)	\$80.00
Final Landscape Plan Review (<i>after land use approval, with site development</i>)	
Sites up to 1.0 acre in area	\$320.00
Sites from 1.01 to 5.0 acres in area	\$560.00
Sites greater than 5.0 acres in area	\$800.00

⁸ For small wireless facilities within the public right-of-way, see Table E-3; A Master Use Permit or Franchise Agreement and a Right-of-Way Permit are required ([EMC 18.100.110\(D\)](#)).

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	\$350.00	\$200.00
50.01 – 100.00 CY	\$400.00	\$250.00
100.01 – 1,000.00 CY	\$400.00 for the first 100.00 CY Plus \$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	\$535.00 for the first 1,000.00 CY Plus \$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	\$670.00 for the first 10,000.00 CY Plus \$60.00 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	\$1,210.00 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 ⁹	\$400.00
Vehicle Access / Security Gate Permit	Use Table B-2

⁹ 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) ¹⁰	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 \$250.00 / year
Right-of-Way Permit (Temporary or Permanent Disturbance of Right-of-Way) Alternative Annual Permit (Franchisees) Single Activity ⁹ Plus Public Road Cut 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 \$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) ¹¹ 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 \$3.20 / LF Hourly Rate \$800.00 \$3.20 / LF Hourly Rate
Road Deviation / Technical Equivalency Request (EMC 12.05.010 / PCC 17B.10.090)	\$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 Hourly Rate (\$160.00 min.) \$160.00 / year \$250.00 Hourly Rate (\$160.00 min.) \$80.00 / year \$175.00 \$80.00 / year \$250.00 \$40.00 / week \$175.00 Hourly Rate (\$160.00 min.) \$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 Permit ¹²	\$160.00
Site Development Permit	
Base Plan Review Fee	\$240.00
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 Review	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
Lakehaven Water and Sewer	https://www.lakehaven.org/204/Development-Engineering
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
Surface Water Review	
Under the Threshold for Stormwater Minimum Requirements	Exempt
Stormwater Minimum Requirements 2 and 4 Only	\$240.00
Plus Annual Inspection Fee (Includes 1 Hour)	\$160.00
Stormwater Minimum Requirements 1 – 5 Only	\$480.00
Plus Annual Inspection Fee (Includes 2 Hours)	\$320.00
Stormwater Minimum Requirements 1 – 10	\$960.00
Plus Annual Inspection Fee (Includes 4 Hours)	\$640.00
Surface Water Deviation/Technical Equivalency Request (EMC 13.05.060)	\$650.00
Surface Water Variance Request (EMC 13.05.080)	\$3,000.00

¹⁰ 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.

¹¹ Requires additional Fire Review Fee equal to 20% of the Roadway Development Review Fee (excluding Inspection Fees).

¹² 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 Review Outside Consultant / Third-Party Review	See Table DEV-1

Table E-8: Miscellaneous Engineering Reviews and Fees

Procedure / Process	Fee
Engineering Application and Permit Revisions or Reapplication	
Amendment of Approved (Not Issued) Permit	Hourly Rate
Revision of an Issued Permit (Post-Revision) – <i>Major changes (EMC 13.05.040(E))</i>	
Administrative Fee	\$120.00
Review (Min. 1-Hour Charge)	Hourly Rate (\$160.00 min.)
Reapplication for Expired Permit (No Change in Adopted Regulations)	Permit Fees (50%)
Franchise Agreement	\$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	\$2,000.00
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 value¹³; or
- 2) Using the current International Code Council (ICC) Building Valuation Table to estimate the value per square foot of the gross area¹⁴ 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 ¹⁵	Base Permit Fee
\$0.00 – \$500.00	\$54.00
\$500.01 – \$2,000.00	\$54.00 for the first \$500.00 Plus \$6.00 for each additional \$100.00 or fraction thereof, up to and including \$2,000.00.
\$2,000.01 – \$25,000.00	\$144.00 for the first \$2,000.00 Plus \$24.00 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00.
\$25,000.01 – \$50,000.00	\$696.00 for the first \$25,000.00 Plus \$18.00 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00.
\$50,000.01 – \$100,000.00	\$1,146.00 for the first \$50,000.00 Plus \$12.00 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00.
\$100,000.01 – \$500,000.00	\$1,746.00 for the first \$100,000.00 Plus \$9.60 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00.
\$500,000.01 – \$1,000,000.00	\$5,586.00 for the first \$500,000.00 Plus \$8.40 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00.
\$1,000,000.01 and up	\$9,786.00 for the first \$1,000,000.00 Plus \$6.00 for each additional \$1,000.00 or fraction thereof.

¹³ "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.

¹⁴ "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.

¹⁵ 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	\$1,000.00
Demolition Permit	
One- and Two-Family Dwellings	\$240.00
All Other	\$400.00
Re-Roof Permit	
One- and Two-Family Dwellings	\$175.00
All Other	Use Table B-1
Solar Panel	\$500.00
Vehicle Access / Security Gate Permit ¹⁶	
One- and Two-Family Dwellings	\$420.00
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	\$150.00
All Other:	
\$0.00 – \$20,000.00	\$150.00
\$20,000.01 – \$300,000.00	\$150.00 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	\$570.00 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	\$945.00 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 \$1,150.00.

¹⁶ 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 ¹⁷	
Installation, Residential	\$250.00
Installation, Commercial or Other	\$480.00
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 8.10.030)	Hourly Rate ¹⁸
Smoke Control System	
Staff Review	\$560.00
Plus Outside Consultant / Third-Party Review	See Table DEV-1
Temporary Membrane Structure and Tent ¹⁹	\$300.00
Underground Fire Hydrant, Main, or Valve Connection	Use Table B-1
Vehicle Access / Security Gate Permit	Use Table B-2
All Other Permits	Use Table B-1

¹⁷ Depending on site location, additional critical areas and/or State Environmental Policy Act (SEPA) reviews may be required. Please contact planning staff to confirm.

¹⁸ Not to exceed \$5,000.00, consistent with [RCW 70.77.555](#).

¹⁹ A Temporary Use Permit 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 area²⁰.

Total Building Permit Valuation	Review Fee
\$0.00 – \$50,000.00	\$160.00
\$50,000.01 – \$300,000.00	\$300.00
\$300,000.01 – \$700,000.00	\$450.00
\$700,000.01 – \$1,000,000.00	\$700.00
\$1,000,000.01 – \$1,500,000.00	\$1,250.00
\$1,500,000.01 – \$5,000,000.00	\$2,000.00
\$5,000,000.01 – \$10,000,000.00	\$2,750.00
\$10,000,000.01 – \$20,000,000.00	\$4,000.00
\$20,000,000.01 and up	\$4,000.00 Plus \$5.00 for each additional \$100,000.00 or fraction thereof.

²⁰ "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.

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) ²¹ One- or Two-Family Dwelling Admin Fee All Other Admin Fee Review (Min. 1-Hour Charge)	\$120.00 \$240.00 Hourly Rate (\$160.00 min.)
State Building Code Council Fees ²² Single-Family, Duplexes, and Townhomes Multi-Family, Commercial, and Other Per Residential Dwelling Unit > 1	\$6.50 \$25.00 \$2.00
Occupancy Certificates (outside of other permits) Temporary Certificate of Occupancy (TCO) – 180 Days 90-Day Extension of TCO Replacement / Verification of Previously Permitted Work	10% of Permit Fee \$250.00 \$250.00

²¹ The fee listed here is for the revision of 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.

²² 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.

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)	\$250 per unit ²³

²³ 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	\$400.00

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 Revenue²⁴. 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	\$250.00
Manager's License	\$100.00
Entertainer's License	\$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)	\$200.00

Table BL-3: Miscellaneous Business License Fees

Procedure / Process	Fee
Adult Family Home (DSHS Inspections) ²⁵	
Inspection, Pre-License, or Change to Exiting or Bedrooms	\$400.00

²⁴ Washington State Department of Revenue website: <https://dor.wa.gov/open-business/apply-business-license>

²⁵ 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 electricity, natural gas, solid waste, or water. Please contact the appropriate utility for any development charges or rates:

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

Utility Type	Provider(s)
Electric	Puget Sound Energy (https://www.pse.com/)
Garbage (Solid Waste)	Murrey's / DM Disposal (https://www.murreysdisposal.com/)
Gas	Puget Sound Energy (https://www.pse.com/)
On-Site Septic	Tacoma-Pierce County Health Department (TPCHD) (https://www.tpchd.org/)
Sanitary Sewer	Multiple – for service boundaries, see the Edgewood Interactive GIS Map ²⁶
Water	Multiple – for service boundaries, see the Edgewood Interactive GIS Map ²⁶

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

Charges are collected by the Pierce County Assessor-Treasurer with your property tax bill on behalf of the City, 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%
Sanitary Sewer / Surface Water / 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%

²⁶ The Edgewood Interactive GIS Map is available online at: <https://www.cityofedgewood.org/224/Maps-Directions>

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
System Extension Agreements (EMC 11.35.090(H))	LWSD Development Engineering website
Application Fee	\$900.00 + \$2,600 Deposit
Plan Check Costs	Contact LWSD
Inspection Costs	Contact LWSD
Mapping Fee	Contact LWSD
Maintenance Bond Release Inspection Fee	\$760.00
Sewer Capacity Reservation Charge (EMC 11.30.080(F)(2))	Connection Charge (50%)
Latecomer Agreements (EMC Chapter 11.36)	Actual Costs
Reimbursement Fee (per transaction)	\$130.00
Connection Charges (EMC 11.40.110)	LWSD Development Engineering website
Processing Fee (<i>aka Connection Permit</i>)	\$570.00
Existing Facilities Charge	Not Applicable
Conveyance Development Charge (EMC 11.60.060)	\$7,387.00 per ERU (outside LID #1 only)
Future Facilities Charge (<i>aka Capital Facilities Charge</i>)	\$6,676.00 per ERU (LWSD)
Collection System Charge	Not Applicable
Inspection Charges	Contact LWSD
Existing Side Sewer Charges	Not Applicable
Latecomer Agreements	See Above
Credit for ERU Reservation	Contact LWSD if applicable
Transfer Fee	Contact LWSD if applicable
Treatment Charges (<i>commercial/industrial buildings only</i>)	Contact LWSD
Rates (EMC 11.60)	LWSD Sewer Rate website
LWSD Sewer Rates (bi-monthly, includes Utility Tax)	
Fixed Charge	\$31.91
Volume Charges – Single Family	\$6.68
Volume Charges – Other	See LWSD Sewer Rate website
City of Edgewood Sewer Rates (per month)	
Base Rate	\$5.00
Usage Rate (per 100 cubic feet)	\$0.95

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 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*²⁷ 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 ²⁸	\$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 ²⁹	\$75.00
Replacement of Lost or Damaged Tag	\$5.00

²⁷ Form is available online at: <https://metroanimalservices.org/i-have-a-pet/license-my-pet/>

²⁸ 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.

²⁹ 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 ³⁰	\$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

³⁰ 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
26-0792	Hourly Rate and Fee Updates	May 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



City Of Edgewood Council Agenda Summary Sheet

Subject: AB26-0793 - Resolution No. 26-0793, Standing Committee Structure (<i>CM Keith, Sponsor / DM Creley, Co-Sponsor</i>)	Agenda Item #:
	For Agenda of: 4/14/2026
	Prepared by: CM Christi Keith
Attachments (list): 1. Resolution No. 26-0793, Standing Committee Structure	
Approval of Materials: CM Christi Keith Rachel Pitzel, Assistant City Administrator 04/09/2026 Dave Olson, Mayor 04/09/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 04/14/2026 RCM Potential Action

Summary Statement:

Purpose

Establish a complete and durable standing committee structure to govern council workflow, improve transparency, and ensure consistent policy development.

Context

The Council previously placed an item to appoint members to a Communications Committee. A formal committee structure has not been established. The proper order of business is to establish committees first, then appoint members.

Order of Business

1. Establish committees by resolution
2. Define structure and authority
3. Appoint members

Bylaws Relationship

This resolution operates alongside existing bylaws and does not amend them. Future bylaw amendments may be considered separately.

Item History:

Recommended Action:

MOTION to adopt **AB26-0793** - Resolution No. 26-0793, Standing Committee Structure (*CM Keith, Sponsor / DM Creley, Co-Sponsor*)

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 25-0793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, ESTABLISHING COUNCIL STANDING COMMITTEES AND PROVIDING FOR THEIR PURPOSE, STRUCTURE, AND OPERATING PROCEDURES

WHEREAS, the City Council desires to establish standing committees to support its legislative and oversight functions; and

WHEREAS, standing committees provide a structured forum for councilmembers to review subject areas, collaborate with staff, and develop informed recommendations; and

WHEREAS, the City Council retains final decision-making authority on all matters brought before it; and

WHEREAS, the establishment of committees promotes transparency, accountability, and efficient governance; and

WHEREAS, clearly defined committee roles, responsibilities, and processes support effective Council operations and public engagement; and

WHEREAS, the City Council finds it appropriate to formalize committee structure, membership, and procedures through this resolution;

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

Section 1. Establishment of Standing Committees.

Finance and Budget Committee; Public Safety and Disaster Committee; Public Works and Infrastructure Committee; Parks and Community Services Committee; Planning and Land Use Committee; Governance and Rules Committee; Communications Committee.

Section 2. Purpose and Authority.

- A. Committees are advisory only.
- B. Committees review subject areas, work with staff, and make recommendations.
- C. Final authority remains with the full Council.

Section 3. Membership and Appointment Authority.

- A. Each committee shall consist of three (3) councilmembers.

- B. Appointments shall be made exclusively by majority vote of the Council.
- C. No unilateral appointments by any officer.
- D. Assignments may be revised at any time by majority vote.

Section 4. Meeting and Transparency.

- A. Committees comply with OPMA.
- B. Committees provide regular reports.

Section 5. Committee Duties.

Finance and Budget: budgets, revenues, expenditures, forecasting, fiscal sustainability.

Public Safety and Disaster: police, fire, EMS, emergency preparedness, response, recovery.

Public Works and Infrastructure: streets, utilities, capital planning, infrastructure lifecycle.

Parks and Community Services: parks, recreation, community services, accessibility.

Planning and Land Use: zoning, comprehensive planning, development impacts.

Governance and Rules: bylaws, procedures, training, governance systems.

Communications: transparency, public information, fiscal education, communication standards.

Section 6. Reporting Requirements.

- A. Committees report at least quarterly.
- B. Reports include summaries, recommendations, and upcoming issues.
- C. Reports are part of the public record.

Section 7. Referral and Agenda Process.

- A. Matters may be referred to committees.
- B. Referral shall not delay Council action.
- C. Any councilmember may place items on the agenda.
- D. Committees cannot be used as gatekeeping mechanisms.

Section 8. Protection Against Procedural Gatekeeping.

No officer, process, or structure shall restrict or consolidate agenda-setting authority away from the Council as a whole or individual members.

Section 9. Relationship to Bylaws.

- A. This resolution operates alongside bylaws.
- B. Does not amend bylaws.
- C. Intended to function unless and until bylaws are updated.
- D. Council retains authority to amend bylaws later.

Section 10. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 14TH DAY OF APRIL, 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk



City Of Edgewood Council Agenda Summary Sheet

Subject: AB26-103 - Council Communications Policy - (<i>DM Creley, Sponsor / CM Keith, Co-Sponsor</i>)	Agenda Item #: 5.G
	For Agenda of: 4/14/2026
	Prepared by: CM Christi Keith
Attachments (list): 1. ATTACHMENTS A-E 2. COE Communications 2021 2022	
Approval of Materials: CM Christi Keith Rachel Pitzel, Assistant City Administrator 04/09/2026 Dave Olson, Mayor 04/09/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 04/07/2026 - SS Discussion 04/17/2026 - RCM Potential Action

Summary Statement:

Note from CM Keith: (Note to ALL: AI is currently great at finding and summarizing information, but apparently it's horrible at links. Safer to ask it to quote the actual info, but that makes for dense packets).

Requested Action

Appoint three councilmembers to the existing Communications Committee to develop a draft **Council Communications Policy** and return it to council for review and adoption.

Background

The council identified communications, transparency, and public education as strategic priorities during the 2021 and 2022 retreats. Additional work has occurred through the Communications Committee and service-level and budget presentations.

This work has not been consolidated into a formal policy and is not consistently implemented.

Current conditions:

- Fragmented communications guidance
- No single adopted framework
- Lack of clarity on who speaks for the council
- Inconsistent public information
- Edgewood has a single section in bylaws about personal media use

Purpose

A Council Communications Policy establishes governance-level expectations for transparency, neutrality, and public education. It does not direct staff operations.

Legal Authority

- RCW 35A.12.120

Council authority to set rules

- **Washington Open Public Meetings Act**
Open process requirements
- **RCW 42.17A.555**
Limits on advocacy

Item History:

Recommended Action:

Appoint three councilmembers to the existing Communications Committee to develop a draft council communications policy and return it to council.

Fiscal Note/Consideration:

N/A

ATTACHMENT A – COMMITTEE CHARGE & WORK PLAN

Scope

The committee will:

- Consolidate:
 - 2021 & 2022 retreat materials
 - Communications Committee work
 - Service Level Dashboard and presentations
- Review external policies (WA cities)
- Draft policy sections
- Present drafts at study sessions for:
 - Edits
 - Deletions
 - Revisions
- Return a final draft for council adoption after legal review

Deliverables

- Draft policy
- Iterative updates
- Final policy for vote

ATTACHMENT B – POLICY FRAMEWORK OUTLINE

1. Purpose
2. Principles
3. Roles
4. Content priorities
5. Channels
6. Legal compliance
7. Implementation

ATTACHMENT C – DRAFT COUNCIL COMMUNICATIONS POLICY

(Launching point draft)

1. Purpose

To ensure city communications are clear, consistent, neutral, and focused on educating the public about city decisions, finances, and service levels.

2. Guiding Principles

- Accuracy
- Neutrality (non-advocacy)
- Transparency
- Consistency
- Accessibility

3. Roles and Authority

- The **council as a body** establishes official council positions
- Individual councilmembers speak for themselves unless authorized
- Staff manage operations and execution of communications
- The mayor serves as executive spokesperson unless otherwise directed by council policy

4. Content Standards

City communications should:

- Be factual and non-persuasive
- Provide balanced context where appropriate
- Avoid advocacy or campaign-related messaging
- Clearly distinguish facts from opinion

5. Core Public Information Priorities

The city should regularly communicate:

- Council decisions and outcomes
- Upcoming decisions and opportunities for input
- Budget, revenues, and expenditures
- Service levels and tradeoffs
- Major projects and risks

6. Communication Channels

- Official city channels are primary for city business
- Personal accounts should not be used as substitutes for official communication
- Use of official branding should be consistent and authorized

7. Public Records Compliance

- Communications related to city business must be retained
- Social media used for city business may constitute public records
- Systems should support retention and retrieval

8. Open Meetings Considerations

- Councilmembers should avoid online discussions that could constitute deliberation outside a public meeting

9. Campaign Restrictions

- Public resources may not be used to support or oppose ballot measures or candidates

10. Council Strategic Retreats

- The council determines the structure and content of its strategic retreats, including times, locations, agendas, moderators, speakers, trainings, and activities
- Retreats are used to strengthen council effectiveness, governance capacity, and communications strategy
- Retreat planning and execution may be coordinated with staff and the mayor for data, topic development, and logistical support
- Retreat materials and outputs should be documented and made available to the public to support transparency and continuity of council direction

11. Implementation

- Policy applies to council communications and guidance to staff
- Reviewed periodically
- Updated as needed

ATTACHMENT D

How Communication Supports Governance Effective City Communication Loop



Key Principle

Clear communication connects **taxation** → **services** → **outcomes** → **public understanding**

Why This Matters

Without consistent communication:

- Residents lack context
- Decisions appear disconnected
- Trust erodes
- Engagement declines

With clear communication:

- Expectations are aligned
- Tradeoffs are understood
- Governance improves

ATTACHMENT E

Council-Set Communications Policy Examples (U.S.)

Washington State (Strongest relevance)

1. City of Black Diamond (Code City)

- Council Social Media Policy (Resolution 21-1419)
https://www.blackdiamondwa.gov/sites/g/files/vyhlif10496/f/pages/res_no_21-1419.pdf

Why it matters:

- Adopted by council resolution
 - Governs **councilmember communications behavior**
 - Addresses OPMA risk, public records, and representation
-

2. City of Seattle

- Council Rules (include communications authority and spokesperson roles)
<https://www.seattle.gov/documents/Departments/CityCouncil/CouncilRules.pdf>

Relevant sections:

- Who speaks for the council
- Council President authority
- Committee communication roles

Why it matters:

- Communications authority embedded in **council rules of procedure**
-

3. City of Spokane

- City Council Rules of Procedure
<https://my.spokanecity.org/citycouncil/documents/rules-of-procedure/>

Includes:

- Council representation
 - Public communication structure
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California (very strong examples of council authority)

4. City of San Diego

- City Council Policy 000-02: “Policy on Communications”
https://docs.sandiego.gov/councilpolicies/cpd_000-02.pdf

Why it matters:

- Formal **council-adopted communications policy**
 - Defines:
 - Official communications
 - Staff vs council roles
 - Public information standards
-

5. City of San Jose

- Council Policy 0-37: Communications Policy
<https://www.sanjoseca.gov/home/showpublisheddocument/31015/637505065558930000>

Includes:

- Media relations
 - Council vs staff roles
 - Public messaging standards
-

Colorado

6. City of Fort Collins

- City Council Rules of Procedure (Communications section)
https://www.fcgov.com/cityclerk/pdf/council_rules.pdf

Includes:

- Who speaks for council
 - Media interaction guidelines
-

Arizona

7. City of Phoenix

- City Council Policy: Public Communications
<https://www.phoenix.gov/cityclerksite/Documents/117.pdf>

Why it matters:

- Council-adopted policy
 - Addresses official communications and public information
-

Florida

8. City of Tallahassee

- City Commission Policy on Public Communications
<https://www.talgov.com/uploads/public/documents/commission/commission-policy-manual.pdf>

(See communications section)

Includes:

- Commission member communications

- Public messaging boundaries
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North Carolina

9. City of Charlotte

- City Council Rules of Procedure
<https://charlottenc.gov/CityClerk/Documents/CouncilRules.pdf>

Includes:

- Council spokesperson authority
 - Communication protocols
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Minnesota

10. City of Minneapolis

- City Council Rules (communications roles embedded)
<https://lims.minneapolismn.gov/File/2021-00435>

Includes:

- Council leadership communication authority
- Public messaging structure



**CITY OF EDGEWOOD
CITY COUNCIL SPECIAL MEETING AGENDA**

Saturday, January 30, 2021 – 9:00 AM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

- 1. CALL TO ORDER**
Roll Call, Pledge of Allegiance
- 2. WELCOME**
 - A.** 2020 in Review
 - B.** The Business Plan
 - C.** 2021 The Path Forward
 1. Goals - Strengthening Communications
 2. Equity, Diversity and Inclusion
 3. Other Topics
 - D.** Wind up and Review
- 3. ADJOURN**

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**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Saturday, January 29, 2022 – 8:30 AM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. STRATEGIC PLANNING RETREAT TOPICS OF DISCUSSION

A. Emergency Preparedness - 2022/2023 Plan Build

a Environmental Disasters

b Conflict

B. Establishing Levels of Service (How is this defined)

a Building Metrics (How do we measure success)

i Public Safety

ii Public Assets

iii Transparency of Governance

iv Quality of Life (Safe and Happy)

v Mobility

C. Creating Sustainability

a Uses

b Sources

3. COUNCIL COMMENTS

4. ADJOURN

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CITY OF EDGEWOOD

Strategic Planning-2022 Project Outline

DRAFT for Council Review

Project History:

On Saturday, January 29th the City Council met to discuss the potential for a comprehensive process to establish a long-term plan to manage the impacts of rapid growth in population the city is experiencing, but to identify opportunities the City Council can effort to direct, fund and empower a desired outcome expressed by the community as a whole. An outcome envisioned by those who were here, are here now, and will come in the future.

In an effort to effectively address the risks and rewards of this effort the Council broke the process down into project segments as follow:

- EMERGENCY PREPAREDNESS-2022/23 PLAN BUILD
 - ENVIRONMENTAL DISASTERS
 - CONFLICT
- ESTABLISHING LEVELS OF SERVICE (HOW IS THIS DEFINED)
 - BUILDING METRICS (HOW DO WE MEASURE SUCCESS)
 - PUBLIC SAFETY
 - PUBLIC ASSETS
 - INFRASTRUCTURE (BUILDINGS & SPACES)
 - CONTINUITY (PEOPLE & PROGRAMS)
 - MAINTENANCE
 - IMPROVEMENT
 - TRANSPARENCY OF GOVERNANCE
 - COMMUNICATION
 - ACCESS
 - QUALITY OF LIFE (SAFE AND HAPPY)
 - SENSE OF COMMUNITY (CULTURAL FABRIC)
 - EDI
 - MOBILITY
 - RECREATIONAL ACCESS
 - AESTHETICS
- CREATING SUSTAINABILITY
 - USES
 - COST OF BASIC SERVICES
 - COST OF LIFE QUALITY ATTRIBUTES
 - COST OF GOVERNANCE
 - SOURCES

Not meant to be exhaustive, the preceding points of discussion show the effort involves a wide variety of interconnected components that must be reconciled together to achieve a comprehensive long-term strategy. As the city matures into its growth, tactical obstacles and opportunities will present and need to be tested against their integrated effect on the community's sense of what is best. A concise strategic plan in which the tactical moving parts...mobility, safety, equity, etc. either contribute or detract from our community's standard of quality, are best served when transparent and effectively communicated and explored. The City Council has communicated the following metrics they feel must be achieved to do justice to this effort.

A: Meet regularly in study sessions to address tactical components of a comprehensive plan using the Future Agenda's List (FAL) to manage the ongoing effort in concert with other City business.

B: Hold quarterly Town Hall or Community Workshops dedicated to the 5th Tuesdays in 2022. (Town Halls for presentations seeking feedback, workshops for collaboration on what the greater community feels the issues really are).

C: Use social media, publications, advertisements, polling, mailings, reader board, web pages and City Council Meeting announcements to reach out to community groups, residents and businesses to promote engagement.

A few specifics identified in the Saturday meeting are:

- Directed emails, and contact email lists.
- Share messages across all social media platforms available.
- Landing pages on City or community group web pages speaking to this effort.
- Surveys reachable as embedded clicks in social media or as standalone efforts.
- Chamber of Commerce or other "Welcome Wagon" type efforts.
- Permanent Hybrid (in person & virtual) City meetings going forward.
- Post meeting video for those who were not able to attend.
- "Councilmember Highlights" discussing this effort in the Magazine.

D: A consolidated databank of outreach contacts.

E: A consolidated databank of community input for both general sentiment (this is what quality of life in Edgewood means to me...) and specific tactical discussion (this is how I balance the imposition of a lower speed limit with my sense of how safe the road is).

F: Regular input from other governmental partners such as neighboring cities, schools, the library and fire department...which explore their sense of community, common problems and achieved solutions.

G. Establish and maintain a balanced score card within the community and stakeholders (leading & lagging metric models)

On Saturday the Council spent part of their time illuminating some aspects of the segments they felt important to incorporate in a strategic plan. These included questions they feel they need answers for as well as areas they feel need much more in-depth exploration by the community as a whole. Following is a 50,000-foot notation of what was discussed.

EMERGENCY MANAGEMENT:

A. Conduct a City-Wide Risk Assessment:

- Critical Infrastructure
- Critical Services
- Natural Resources
- Environmental
- Quality of Life

Using a predetermined scale to help identify vulnerabilities the city could put into place mitigation plans based upon:

1. How severe would a failure be if the risk were realized. Score of 1 – 10 (where 10 is loss of life and 1 is low impact inconvenience).
2. How often might it occur (historically how many times has it occurred. Score of 1 – 10 (where 10 is occurs frequently and predictably, and 1 represents something that has not happened in a lifetime).
3. How easily the event is to detect and determine risk levels “real time”.

B. Determine financial and operational resources available for mitigation and recovery.

Finance:

- City Financial Reserves & spending power, operational stockpiles and equipment
- County DEM Resource Mobility (should we be housing some locally)
- State Emergency Mobilization and funding
- Federal (FEMA, National Guard, etc.) and Federal Recovery Grants & Loans

Operational:

- Water availability needs.
- Electrical power, especially for meeting localized special needs (care centers, etc.)
- Communication needs for telephone, internet, radio (as well as responder needs).
- Law Enforcement

C: City Emergency Management Structure

The Council discussed the in-place city preparedness status for maintaining the continuity of government, law enforcement, stand-alone ability to house staff and thereby provide a local ability to coordinate neighboring municipal, county-wide and state and federal mobilization efforts.

While much preparedness is focused on large scale natural disaster events, Council is concerned about the City’s ability to manage “micro-events” that may occur only in the jurisdiction or smaller, perhaps not accessible pockets of the city. These issues require planning for access during flooding, earthquake or civil unrest.

Council would like to complete the recent efforts to update the City Emergency Management Structure document. They requested the mayor invite the Pierce County Department of Emergency Management back in to kick start that effort along with helping identify and write action plans for:

- Identifying Council Members Roles During an Event.
- Identify Asset Utilization and Mobilization from the County, State & Federal level.
- Identify the County's desire to pre-stage assets in the city.
- Inventory Community Facilities abilities and specific needs in an event.

LEVELS OF SERVICE:

A: Public Safety:

Establish number metrics as a baseline.

- Crime Count
- Percent of residents to patrol officers
- Response times by event type.
- Ongoing staff reports (dashboards)
- Outcomes of event responses
- Volunteer enhancement toward overall effort
- Build value on what we've already built (EPD is community policing)
- Publish our Statistics (safety record)
- Invite input on how safe our community feels
- Make our metrics Comprehensive (leading & trailing statistics combined)
- Have the Apartments added internal security resources?

B: Ask the Community to help define "What Is Public Safety?"

PUBLIC ASSETS:

A: Park Space

- Buying future opportunity property while it's available
- Establish metrics (GMA% to population)
- Explore underdeveloped areas of the city for future park needs
- Investigate types of parks (multi-use, open space, dedicated use)
 - Farmers Market
 - Food Truck Events

B: Public Works Yard

- Identify uses to ensure expansion ability
- Ingress/egress
- Space for County Assets for PW & Emergency Management

C: General Governance Needs

- Consolidated replacement & maintenance schedules
- Enhanced hybrid meetings accommodation/systems
- Jurisdictional wide infrastructure planning
- Additional reader boards

QUALITY OF LIFE:

A: City Icons & Brand

- Windmills

- Nelson Farm as a working farm, event destination
- More than just a bedroom community

B: Mobility

- Sidewalks & undergrounding utilities (connect existing public spaces)
- Phased implementation of multimodal pathways
- ADA access for all routes

REVENUE SOURCES & USES:

A: Cost Levels of Service

- Benchmark existing service level costs
- Build assumptions of escalation generated by growth
- Forecast out multi-year models

B: Build defined revenue streams resulting from growth

- Benchmark existing revenues by nature
- Forecast growth of revenues for multi-year models resulting from growth
- Forecast one-time revenues from property development & impact expectations

C: Build models focusing sources and uses by revenue stream and restrictions

D: Forecast underperforming sources against uses (fees, taxes, grants, debt)