



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, December 6, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

- A.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- B.** 2021 City Comprehensive Plan Amendment
- C.** EMC Title 18 Commercial Zoning District Code Land Use and Text Amendments
- D.** EMC Title 18 Industrial Zone Height Standards Amendments
- E.** Interurban Trail - Port of Tacoma LEDIF
- F.** ForeverGreen Trails - Membership
- G.** Edgewood Community Park - Change Order #6A
- H.** GSP Update Contract Amendment #5
- I.** Final 2023 Budget

3. OTHER COUNCIL ITEMS

4. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.A
	For Agenda of: 12/6/2022
	Prepared by: Daryl Eiding
Attachments (list):	
Approval of Materials: Daryl Eiding Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eiding	Expenditure Required: Amount Budgeted: Timeline: Topic to be added to all future Study Sessions (see item history below)
11/28/2022 11/28/2022 11/28/2022	

Summary Statement:

The City Council is committed to creating a stronger and more inclusive community and believe that equity, diversity and inclusion are essential for our present and our future.

After the last EDI discussion about further actions we can take to promote EDI, inclusivity seems like an area we haven't fully addressed, and it also seems to be a relatively quick way to improve access to government. Digital literacy / computer literacy is a big blocker for many of our population, and therefore an opportunity for the City rapidly improve accessibility and therefore be more inclusive. There may be some quick wins the city can get behind to directly improve inclusion and accessibility to Government. Target audience our senior community, while also benefitting all other segments of our population who desire to become more digitally literate. I'd like to propose that members of council and appropriate staff leadership (to prepare for questions from council like how we could fund, logistical constraints etc.) review the videos included for discussion during the upcoming study session.

Ideas to consider:

Either on our own or with the partnership of community entities like MVCC, School Districts or local Technology Partners like Zones.

- A simple hands on course series directed at helping teach citizens how to access City of Edgewood resources online like: how to submit a PW request, how to file an application, or code enforcement complaint, attend hybrid public meetings
- Or a course teaching the basics of digital literacy, example: Communicating via email, Navigating the World Wide Web, etc.

Measures of success:

For this course offering could be # of course signups and attendees (ROI); the number of attendees to our various City Meetings as shown in the hybrid meeting gallery (ROI and Accessibility Measure).

Videos:

One City's Computer Literacy for Seniors: <https://youtu.be/4dXgnpNRMKE>

Basics of Digital Literacy: <https://youtu.be/8o96ey4jCgE>

Media Literacy: <https://youtu.be/sX7EMTjMf6k>

Item History:

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

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: 2021 City Comprehensive Plan Amendment	Agenda Item #: 2.B
	For Agenda of: 12/6/2022
	Prepared by: Evan Hietpas
Attachments (list): 1. Planning Commission Recommendation - November 2022 2. Proposed Comprehensive Plan Amendments	
Approval of Materials: Evan Hietpas Rachel Pitzel, City Clerk/HR Director Daryl Eidingen	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 12/06/2022 SS 12/13/2022 RCM

Summary Statement:

Per Edgewood Municipal Code (EMC) Section 18.60.130, the City may consider amendments to its Comprehensive Plan once every year. Applications for Comprehensive Plan amendments are to be submitted before December 31st in order to be considered during the following year's amendment process. All applications submitted before the December 31st deadline are identified on the preliminary docket that is maintained by the Community Development Director. In 2021, the City initiated two applications that met the required deadline for consideration in 2022. Chapter 18.60 EMC establishes procedures and criteria for Comprehensive Plan amendments. This Chapter states that the City Council shall consider the proposed amendment and the Planning Commission's recommendation at a regularly scheduled meeting.

If the City Council concludes that no change in the recommendation of the Planning Commission is necessary, the City Council may make a final determination on the proposed amendment(s) without holding another public hearing and make a final decision. If the City Council concludes that a change in the recommendation of the Planning Commission is necessary, the City Council shall consider whether another opportunity for public review and comment is needed under RCW 36.70A.035(2)(a) and, if so, it shall hold another public hearing before making a final decision.

Item History:

December 2021: City proposed two (2) comprehensive plan amendments for 2022 related to the incorporation and reference of the Town Center Subarea Plan (22-1064) and the updated Parks, Recreation, Open Space, and Trails (PROST) plan (22-002CODE) into the Comprehensive Plan.

May 9, 2022: Planning Commission held a public hearing and made the recommendation to City Council that both amendments should be placed on the Final Docket.

May 24, 2022: City Council resolved to adopt the 2022 Comprehensive Plan Final Docket, as recommended by the Planning Commission (Resolution No. 22-0625).

November 14, 2022: Planning Commission held a public hearing and made the recommendation to City Council that the proposed Comprehensive Plan Amendments should be adopted.

Recommended Action:

Hold a discussion on 2021 City Comprehensive Plan Amendment final docket.

Fiscal Note/Consideration:

N/A



CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

The Planning Commission voted 6-0 to recommend APPROVAL of the proposed Comprehensive Plan amendments pertaining to Town Center and the Parks, Recreation, Open Space, and Trails (PROST) Plan.

It is the recommendation of the City of Edgewood Planning Commission to approve the amendments as presented in the staff report and attachment submitted by Senior Planner Evan Hietpas at the November 14, 2022 meeting.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 14TH DAY OF NOVEMBER 2022.**


Joel Sheffield, Chair
Planning Commission Chair

Attest by:


Evan Hietpas
Senior Planner

Edgewood Comprehensive Plan Amendments

Amendments 1: Town Center Subarea Plan

Volume 1 Goals & Policies

Chapter 02: Land Use Element

Land Use Goal 5: LU.V. Establish Town Center as the commercial, mixed use heart of Edgewood.

LU.V.a Support the continued development of the Town Center to better serve the community and to attract regional visitors.

LU.V.b Consider leveraging City-owned property along Meridian Ave E to catalyze the development of Town Center.

LU.V.c Explore partnerships with developers to support development of unique, community-serving projects such as co-working spaces or a community center.

LU.V.d Support the development of distinctive landmarks within Town Center.

LU.V.e Promote a mix of uses in Town Center, including residential, retail, office and community gathering places.

LU.V.f Support pedestrian-oriented features and uses in Town Center.

LU.V.g Encourage ground floor commercial or public uses in all development.

LU.V.h Explore opportunities for public spaces and recreation facilities.

LU.V.i Consider standards to ensure a smooth and compatible transition to adjacent single family residential areas, including:

»Limitations on building height and bulk, lighting and parking adjacent to single family areas

»Clustering of buildings away from single family residential development

»Preservation and enhancement of critical areas and open space adjacent to single family areas

»Provision of pedestrian and bicycle connections to residential areas

LU.V.j Prioritize investments that support development of Edgewood's Town Center, such as investments that improve transportation systems and public spaces.

LU.V.k Create a Subarea Plan that establishes strategies to implement the community's vision for Town Center's future.

Volume 2: Background Information

Chapter 09: Capital Facilities Element

CITY HALL AND CIVIC CAMPUS

Inventory of Existing Facilities

The City Hall, is located at 2224 104th Ave. E, is located on eight (8) acres of land near the northeast corner of 24th Street East and Meridian Avenue East.

The City Hall of Edgewood offices provide a wide variety of services and functions, including law enforcement, land use and building permitting, community development services, parks and recreation, budgeting and surface water and transportation management. In addition, the City maintains a number of general administration functions, such as finance, record keeping and human resources, as well as the office of the City Clerk. Additionally, the property includes a loop walking trail, open space, and event space. A large portion of the property is found in Town Center and envisioned as a Civic Campus providing a meaningful community gathering place.

Forecast of Future Needs

The City will continue to evaluate~~does not forecast~~ needs for future ~~City Hall~~ City Hall and Civic Campus facilities. The community's vision for Town Center will influence future needs.

Capital Projects & Funding

~~There are~~ City will continue to evaluate ~~no future capital projects planned for~~ City Hall and Civic Campus facilities. As such, there is no funding will be a key consideration for projected city hall projects.

Amendments 2: Parks, Recreation, Open Space, and Trails (PROST) Plan Update

Volume 1: Goals & Policies

Chapter 06: Parks, Recreation and Open Space Element

INTRODUCTION

The Parks, Recreation and Open Space Element guides expansion of Edgewood's park system over the coming years. It reflects the community's vision for the park system and supports opportunities for healthy and active living. It also supports other plan elements, such as the Environment Element (through discussion of conservation of natural areas) and the Land Use and Transportation Elements (through discussion of paths and trails).

The element draws its goals and policies from the City of Edgewood's Parks, Recreation, and Open Space, and Trails Plan (PROST Plan). The plan was developed ~~simultaneously consistent~~ with the Comprehensive Plan ~~update~~ and meets the requirements of the Washington State Recreation and Conservation Office (RCO). The plan offers a comprehensive look at the park system, including existing facilities, community interests, demand and need for services, funding implications for improvements and ongoing maintenance. It provides a solid basis of information for prioritization and decision-making on parks and recreation facilities, and services. Inventory information from the PROS Plan is included in the background information for this Element in Volume II. Additional background information, including parks inventory and current condition assessments can be found in the PROST Plan (2022).

Volume 2: Background Information

Chapter 06: Parks, Recreation and Open Space Element

PARKS INVENTORY

Edgewood has 112 acres of parkland. The City classifies parkland as active parks or passive open space. Active parks are parks intended to meet community needs for a wide range of recreational activities, such as playing team sports, practicing individual physical activities such as running or bicycling, playing on play equipment, having a picnic and hosting events and classes. Active parks should be developed to include facilities that support these types of uses.

Passive open space includes lands that are intended to be left primarily in their natural state with little or no facility improvements. These lands may contain distinctive natural features, have historic cultural or scenic value, or provide important ecological functions such as habitat for native plants and wildlife. Open spaces can be enjoyed by the public through passive recreational use in a natural setting.

About half of the City's parkland is composed of active park sites and about half is composed of open space sites. Table 32 and Table 33 list information for the City's inventory of active parks and open space. Figure 14 shows the location of each site.

Developed City Facilities

The parks that receive the highest use by community members are Edgemont Park, Nelson Nature Park, Nelson Farm Park and Jovita Crossroads Park and the Interurban Trail. Of these, the most popular park is Edgemont Park. It is the only fully developed active park in the City and is well-loved. Its picnic shelter and restroom were recently renovated, but the other park facilities, including play equipment, need to be upgraded.

The Nelson Farm Park is also home to Edgewood's popular community garden that is used year round. There are no restrooms at Nelson Farm Park (except for a portable restroom), which limits the use of this site. There is also a farmhouse at this site that could be used to provide meeting and class space for local programs and community groups, but the building requires structural and ADA improvements before active public use would be possible. Located next door is Nelson Nature Park, which contains a paved loop trail, a covered picnic shelter and a small parking lot.

The City's newest and smallest park is Jovita Crossroads Park. It serves as the trailhead for the Edgewood portion of the Interurban Trail and has picnic tables and restrooms. From the park, community members can walk or bike along a two-mile trail segment that parallels Jovita Creek, Jovita Canyon and Stewarts Point Bluff. The trail does not currently connect to other portions of the Interurban Trail but there are regional plans for future connections.

Edgewood's Civic ~~Campus~~ Center is another new park site. It has open fields, a loop trail, restrooms (located in City Hall), an amphitheater plaza and City Hall. Currently the loop trail is the most-used portion of the property outside of the City Hall function. City Hall rooms are available for recreation and cultural programming, but there is currently a low utilization rate. This site is not fully developed and future plans could include additional facilities and programs.

Undeveloped City Facilities

All other parks in the City are undeveloped, including the 36th and Meridian site, which was acquired in 2005 with the intention of developing a signature active park for the City. The City Council accepted a master plan for development of the park in 2007 that was developed through a public process. The conceptual design included amenities such as a baseball field, basketball court, tennis courts, a soccer field, parking, restrooms, picnic areas, tot lot and playground, a splash park and a small amphitheater. A 2008 bond measure that included funding for full construction of this park failed. Despite the measure failing, city residents continue to express support for development of this site in a phased and affordable manner. Development of the 36th and Meridian site in this manner is identified as a recommended project in the Capital Improvement Plan for the City's Parks, Recreation and Open Space (PROS) Plan.

Additional Information

For additional parks background information, including a demand and needs assessment, see the Edgewood Parks, Recreation, and Open Space, and Trails Plan (2021-25).



City Of Edgewood Council Agenda Summary Sheet

Subject: EMC Title 18 Commercial Zoning District Code Land Use and Text Amendments	Agenda Item #: 2.C
	For Agenda of: 12/6/2022
	Prepared by: Morgan Dorner
Attachments (list): 1. Proposed EMC Amendments 2. Planning Commission Recommendation- November 2022 3. 1. Current Zoning Map 4. 2. Future Land Use Map	
Approval of Materials: Morgan Dorner Daryl Eidinger 12/1/2022	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 12/06/2022 SS 12/13/2022 RCM

Summary Statement:

The proposed code amendments are intended to ensure consistency with the community's vision for the Commercial (C) Zoning District, as outlined in the Comprehensive Plan and the Edgewood Municipal Code (EMC). City staff and the Planning Commission identified inconsistencies between the Comprehensive Plan Land Use Designation I.k. vision for commercial and the Commercial zone purpose statement in EMC 18.80.080(B)(2) and associated uses thereby permitted in EMC 18.70.050 (Land Use Table).

For this Council Study Session, staff will provide a brief presentation of the background information provided below, the process for the proposed amendments, and answer any questions.

Comprehensive Plan Land Use Designation I.k.:

The Commercial designation is intended to accommodate a wide range of commercial uses, including large-format retail, auto-oriented commercial uses and regional scale commercial uses. Compatible uses are also allowed.

Commercial Land Use Goal LU.VI:

Promote commercial uses that offer quality, unique services for residents and visitors and that distinguish Edgewood from surrounding commercial centers.

Commercial Land Use Policies LU.VI.a:

- Ensure City land use policies and regulations enable and support commercial development that captures the spending power of residents, regional commuters and of those seeking alternative retail

experiences.

- Encourage diversification of the City's commercial offerings.
- Support the long-term economic vitality of commercial development.
- Establish standards to ensure long-term compatibility of commercial development with surrounding areas.
- Promote easy access to commercial corridors and centers for pedestrians, bicyclists and transit users.
- Encourage ground floor commercial uses in mixed use development.
- Allow small-scale home occupations in residential areas.

Edgewood Municipal Code Zone Purpose Statement (EMC 18.80.080(B)(2)):

The Commercial (C) zoning district accommodates a wide range of commercial development, including large format retail, auto-oriented uses, and regional scale commercial uses. Light industrial uses are also allowed. Development standards seek to balance the needs of the pedestrian with those of the automobile and are flexible to accommodate a wide range of uses and forms. This area provides a visual and functional transition to the Town Center and adjacent zones and assures that there is ample area to accommodate potential economic development opportunities. While commercial development is emphasized, this zone also allows multifamily housing with a mix of uses.

Current Light Industrial Uses Permitted in the Commercial Zone (EMC 18.70.050):

- Light Manufacturing
- Wholesale Trade (ex. Packaging and Distribution facilities and warehouses)
- Fuel Dealers
- Truck, Utility Trailer, and RV Rental and Leasing
- Commercial and Industrial Equipment Rentals
- Other Repair and Maintenance, Commercial/Industrial
- Mini-Warehouses and Self-Storage Units
- Outdoor Storage

Public Noticing: Staff issued a public notice with a State Environmental Policy Act (SEPA) threshold determination to the public, interested parties, government agencies, tribes, and utilities that included publication in the Tacoma News Tribune, posting at City Hall, posting on the City's website, notice to the Department of Commerce, and the Statewide SEPA Register on October 31, 2022. The comment period ran from October 31, 2022 to November 14, 2022. A public hearing was held by the Planning Commission on November 14, 2022 to solicit public input on the proposed code amendments. No comments were received.

Per EMC 18.60.090, the City Council shall consider the proposed amendments to the development regulations and the Planning Commission's recommendation. If the city council concludes that no change in the recommendation of the planning commission is necessary, the city council may make a final determination on the proposed amendment(s) without holding another public hearing, and make a final decision. If the city council concludes that a change in the recommendation of the Planning Commission is necessary, the city council shall consider whether another opportunity for public review and comment is needed under RCW 36.70A.035(2)(a) and, if so, it shall hold another public hearing before making a final decision.

Item History:

September 12, 2022: Staff brought forward this item to the Planning Commission and were directed to move forward.

October 10, 2022: Planning Commission discussed draft proposed code amendments.

November 14, 2022: Planning Commission held a public hearing and recommended approval of the proposed code amendments.

Recommended Action:

Hold a discussion on the proposed code amendments.

Fiscal Note/Consideration:

N/A

18.80.080 Town Center, Commercial, Mixed Use Residential and Business Park zoning districts.

B. Purpose.

2. The Commercial (C) zoning district accommodates a wide range of commercial development, including large format retail, auto-oriented uses, and regional scale commercial uses. ~~Light industrial uses are also allowed.~~ Development standards seek to balance the needs of the pedestrian with those of the automobile and are flexible to accommodate a wide range of uses and forms. This area provides a visual and functional transition to the Town Center and adjacent zones and assures that there is ample area to accommodate potential economic development opportunities. While commercial development is emphasized, this zone also allows multifamily housing with a mix of uses.

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Animal Slaughtering and Processing	3116	-	-	-	-	-	-	-	-	-	-	-	
Marijuana Processing	Special	-	-	-	-	-	-	-	-	-	-	-	See Condition 2
Manufacturing, Craft	Special	-	-	-	-	-	CUP	CUP	CUP	CUP	✓	-	
Manufacturing, Light	23, part; 311 except 3116; 312; 313; 314; 315; 316; 337	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Manufacturing, Heavy	23, part; 321; 322; 323; 324; 325; 326; 327; 331; 332; 333; 334; 335; 336; 339	-	-	-	-	-	-	-	-	-	CUP	-	
Wholesale and Retail Trade (Sector 42, 44-45)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Wholesale Trade	423; 424; 425	-	-	-	-	-	-	-	CUP	A	✓	-	
Retail Trade													
Automobile and Other Motor Vehicle Dealers	4411; 4412	-	-	-	-	-	-	-	CUP	A	A	-	
Gasoline Stations	447	-	-	-	-	-	CUP	CUP	A	✓	✓	-	
Pet and Pet Supplies Stores	453910	-	-	-	-	-	A	✓	✓	✓	✓	-	
Fuel Dealers	454310	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Marijuana Retailers	453998, part	-	-	-	-	-	-	-	-	-	-	-	See Condition 2

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Sexually Oriented Retail Businesses	Special	-	-	-	-	-	-	-	-	CUP	-	-	Per Ord. Nos. 11-356, 13-410, 14-425, 17-502, and regulations regarding cannabis in Chapter 69.51A RCW or I-502 Subject to standards provided in EMC 18.100.100
Retail Trade, All Other	All Other 44; 45	-	-	-	-	-	✓	✓	✓	✓	✓	CUP	
Transportation and Warehousing (Sector 48-49)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Transportation													
Pipeline Transportation	486	See Note											Activities must follow city of Edgewood permitting requirements and are subject to Condition 3
Transportation, All Other	48 except 486	See Note											See Condition 4
Warehousing and Storage													
Mini-Warehouses and Self-Storage Units	53113	-	-	-	-	-	-	-	CUP	✓	✓	-	
Warehousing and Storage, All Other		-	-	-	-	-	-	-	-	CUP	✓	-	
Business and Professional Services (Sector 51-56)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
General	All Office Use, plus: 51 except 517; 52; 531; 533; 54 except 541940; 55; 561; 813	-	-	-	-	-	✓	✓	✓	✓	A	-	
Rental and Leasing													
Passenger Car Rental and Leasing	53211	-	-	-	-	-	✓	✓	✓	✓	✓	-	
Truck, Utility Trailer, and RV Rental and Leasing	53212	-	-	-	-	-	CUP	CUP	A	✓	✓	-	
Consumer Goods Rental	5322; 5323, part	-	-	-	-	-	✓	✓	✓	✓	✓	-	
Commercial and Industrial Equipment Rentals	5323, part; 5324	-	-	-	-	-	-	-	A	✓	✓	-	
Waste Management and Remediation Services													
Waste Management and Remediation Services, All Other	5622, part; 5629	-	-	-	-	-	-	-	-	-	CUP	-	
Educational Services (Sector 61)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Elementary and Secondary Schools	6111	CUP	CUP	CUP	CUP	CUP	A	✓	✓	✓	CUP	CUP	
Junior Colleges, Colleges, Universities, and Professional Schools	6112; 6113; 6114	-	-	-	-	-	A	✓	✓	✓	CUP	-	
Technical and Trade Schools	6115	-	-	-	-	-	A	✓	✓	✓	CUP	-	
Educational Services, All Other	6116; 6117	-	-	-	-	-	A	✓	✓	✓	CUP	-	
Health Care and Social Assistance (Sector 62)													

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Restaurants, Limited Service	722513; 722514	-	-	-	-	-	✓	✓	✓	✓	✓	✓	Subject to compliance with drive-up windows (special) use, if also applicable
Snack and Nonalcoholic Beverage Bars	722515	-	-	-	-	-	✓	✓	✓	✓	✓	✓	Subject to compliance with drive-up windows (special) use, if also applicable
Services (Sector 811-812)													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Condition 1
Automotive Repair and Maintenance													
Automotive Oil Change and Lubrication Shops	811191	-	-	-	-	-	-	-	CUP	A	✓	-	
Car Washes	811192	-	-	-	-	-	CUP	✓	✓	✓	✓	-	
Automotive Repair and Maintenance, All Other	All Other 8111	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Personal Care Services	8121; 812310; 8123200	-	-	-	-	-	CUP	✓	✓	✓	✓	-	
Other Repair and Maintenance													
Other Repair and Maintenance, Consumer	811 except 8111	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Other Repair and Maintenance, Commercial/Industrial	811 except 8111	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Funeral Homes and Funeral Services	812210	-	-	-	-	-	-	-	CUP	CUP	✓	-	
Crematoria	812220, part	-	-	-	-	-	-	-	-	CUP	CUP	-	
Pet Care Services													
Kennels	812910, part	-	-	-	-	-	-	-	-	CUP	A	-	
Veterinary Services	541940	-	-	-	-	-	A	A	✓	✓	A	-	
Pet Care Services, All Other	812910, part	-	-	-	-	-	✓	✓	✓	✓	A	-	

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Outside Displays	Special	-	-	-	-	-	✓	✓	✓	✓	✓	✓	Activities also subject to EMC 18.95.030(I)
Outside Storage	Special	-	-	-	-	-	-	CUP	CUP	CUP	A	-	Activities also subject to EMC 18.90.120

Conditions

- (1) Operations shall not disseminate dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the site, property, or parcel on which such use is located.
- (2) Subject to regulation and classification by the Washington State Liquor and Cannabis Board, where applicable and must comply with Edgewood City Ordinance Nos. 14-425 and/or 17-502; plus any regulations regarding cannabis in Chapter 69.51A RCW or I-502.
- (3) Subject to Washington Utilities and Transportation Commission regulations and the federal Pipeline and Hazardous Materials Safety Administration (PHMSA). As allowed under state or federal regulations, any use(s) or appurtenances subject to local municipal control will require a CUP in all zoning districts.
- (4) NAICS Subsector Codes 481-485 and 487 (Air Transportation; Rail Transportation; Water Transportation; Truck Transportation; Transit and Ground Passenger Transportation; and Scenic and Sightseeing Transportation) permitted as services or systems, to include necessary support activities. The physical location of facilities, maintenance grounds, offices, or other structures incidental to the service or system is subject to the use regulations for said structure.
- (5) Public facilities are subject to EMC 18.50.060, Public facilities permit.
- (6) Subject to EMC 18.100.030, Animals.

(Ord. 21-613 § 5 (Exh. B); Ord. 20-579 § 2 (Exh. B)).

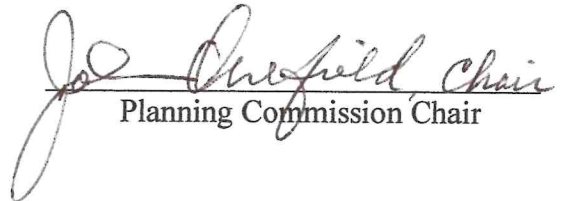


CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

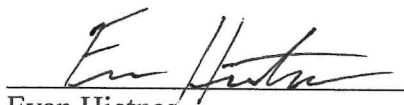
The Planning Commission voted 6-0 to recommend APPROVAL of the proposed code amendments pertaining to permitted land uses in the Commercial zoning district.

It is the recommendation of the City of Edgewood Planning Commission to approve the amendments as presented in the staff report and attachment submitted by Senior Planner Morgan Dorner at the November 14, 2022 meeting.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 14TH DAY OF NOVEMBER 2022.**


Planning Commission Chair

Attest by:


Evan Hietpas
Senior Planner

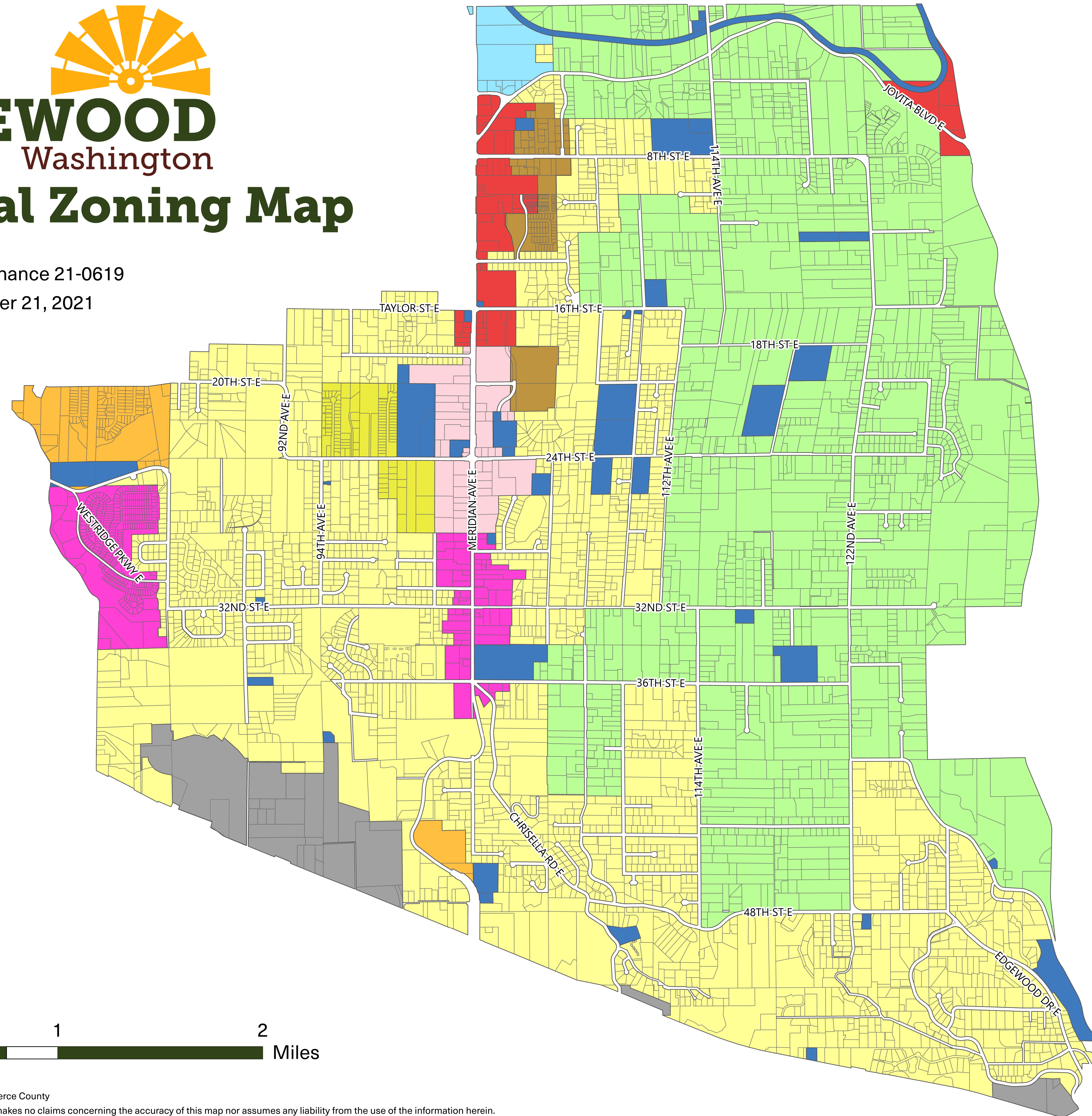
EDGEWOOD

Washington

Official Zoning Map

Amended by Ordinance 21-0619

Effective December 21, 2021



Legend

Current Zoning

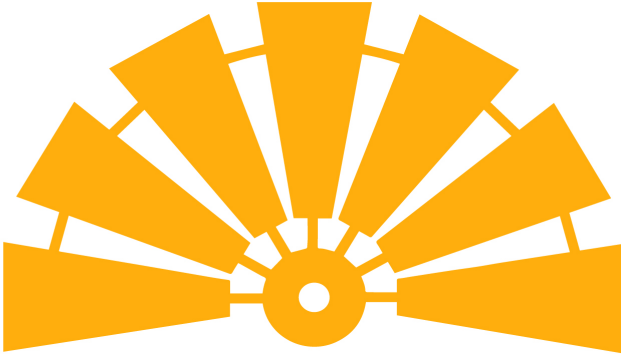
Zoning

- BP
- C
- I
- MR-1
- MR-2
- MUR
- P
- SF-2
- SF-3
- SF-5
- TC



Data Sources: City of Edgewood, Pierce County

Disclaimer: The City of Edgewood makes no claims concerning the accuracy of this map nor assumes any liability from the use of the information herein.

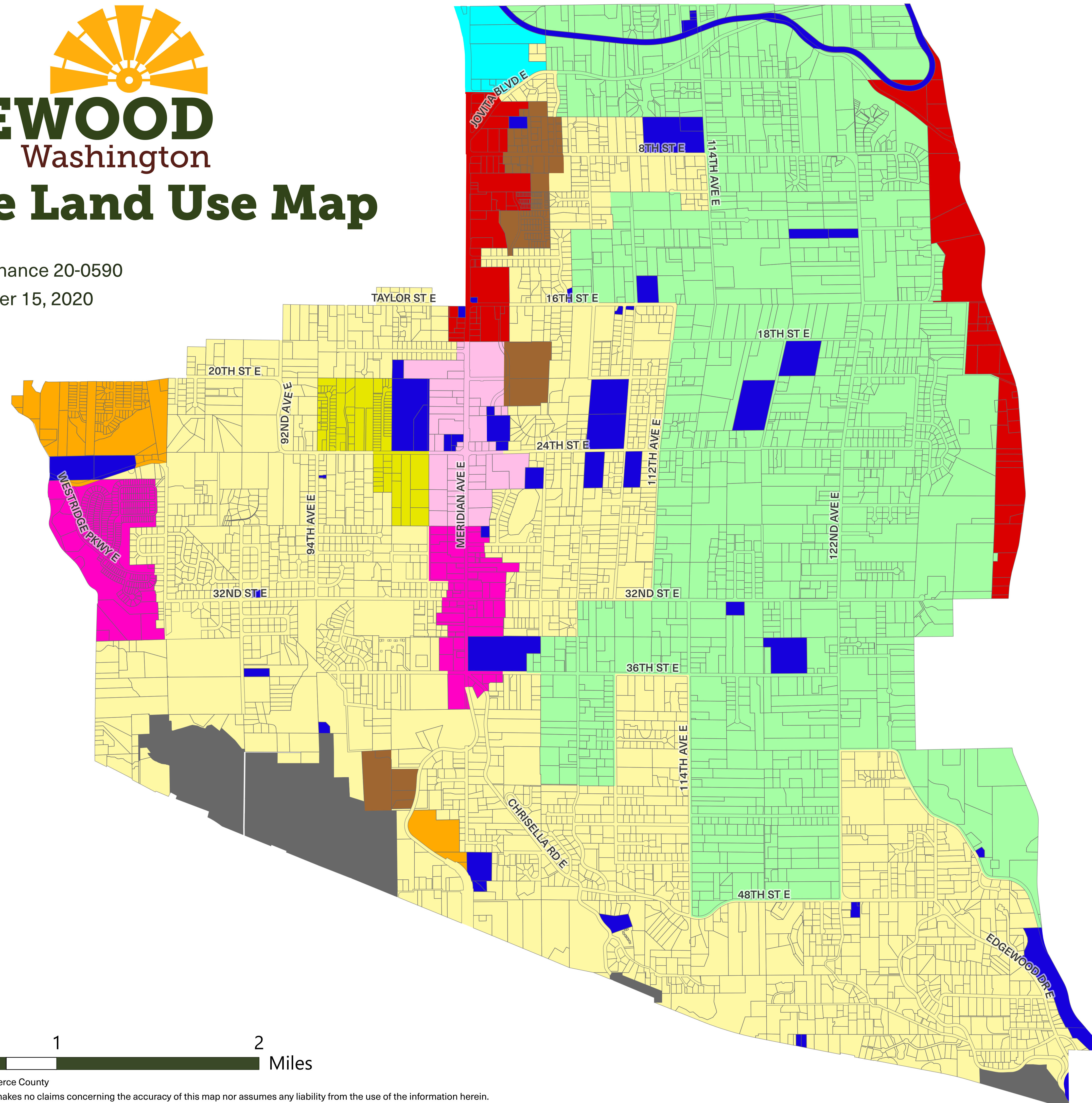


EDGEWOOD

Washington

Future Land Use Map

Amended by Ordinance 20-0590
Effective December 15, 2020



Legend

FutureLandUse

- Single Family Low
- Single Family Moderate
- Single Family High
- Commercial
- Mixed Residential Low
- Mixed Residential Moderate
- Mixed Use Residential
- Town Center
- Business Park
- Industrial
- Public



Data Sources: City of Edgewood, Pierce County

Disclaimer: The City of Edgewood makes no claims concerning the accuracy of this map nor assumes any liability from the use of the information herein.



City Of Edgewood Council Agenda Summary Sheet

Subject: EMC Title 18 Industrial Zone Height Standards Amendments	Agenda Item #: 2.D
	For Agenda of: 12/6/2022
	Prepared by: Morgan Dorner
Attachments (list): 1. Final proposed EMC amendments 2. Planning Commission Recommendation - November 2022 3. 1. Current Zoning Map 4. 2. Future Land Use Map	
Approval of Materials: Morgan Dorner Rachel Pitzel, City Clerk/HR Director Daryl Eidinger	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 12/06/2022 SS 12/13/2022 RCM

Summary Statement:

Edgewood's Industrial zoning district has grown significantly in geography since development standards for this area were last assessed. The proposed code amendments modify height standards in the Industrial (I) Zoning District to ensure compatibility with the City's vision described in the Comprehensive Plan, and to improve consistency with adjacent jurisdictions for future development. To develop the proposed amendments, staff conducted analysis, which included the following:

- Study neighboring jurisdictions height standards
- Evaluate the Industrial zone and any potential issues
- Propose revised height allowances and/or increases in-line with current regional standards

For this Council Study Session, staff will provide a brief presentation of the background information, the process for the proposed amendments, and answer any questions.

Comprehensive Plan Industrial Designation LU.I.m:

The Industrial designation is intended to accommodate industrial uses that provide local and regional employment opportunities, such as research, light manufacturing, and warehousing. Compatible uses are also allowed.

Comprehensive Plan Industrial Goal LU.VII:

Accommodate and facilitate industrial development that positively contributes to Edgewood's economy and character.

Comprehensive Plan Industrial Policies LU.VII.a - LU.VII.b:

- Establish opportunities for a range of industrial uses, such as regional research, manufacturing, warehousing, or other regional employment uses.
- Expand the number and type of industrial uses in the city through more intensive use of existing industrial lands and expansion of industrial uses in appropriate locations

Edgewood Municipal Code Zone Purpose Statement (EMC 18.80.100):

The Industrial (I) zoning district provides for regional research, light manufacturing, warehousing, and other major regional employment uses. Industrial lands are limited to areas where regional transportation access is available.

Public Noticing: Staff issued a public notice with a State Environmental Policy Act (SEPA) threshold determination to the public, interested parties, government agencies, tribes, and utilities that included publication in the Tacoma News Tribune, posting at City Hall, posting on the City's website, notice to the Department of Commerce, and the Statewide SEPA Register on October 31, 2022. The comment period ran from October 31, 2022 to November 14, 2022. A public hearing was held by the Planning Commission on November 14, 2022 to solicit public input on the proposed code amendments. No comments were received.

Per EMC 18.60.090, the city council shall consider the proposed amendments to the development regulations and the planning commission's recommendation. If the city council concludes that no change in the recommendation of the planning commission is necessary, the city council may make a final determination on the proposed amendment(s) without holding another public hearing, and make a final decision. If the city council concludes that a change in the recommendation of the planning commission is necessary, the city council shall consider whether another opportunity for public review and comment is needed under RCW 36.70A.035(2)(a) and, if so, it shall hold another public hearing before making a final decision. (Ord. 17-506 § 2).

Item History:

September 12, 2022: Staff brought forward this item and the Commission directed staff move forward.

October 10, 2022: Staff and Commission discussed draft proposed code amendments.

November 14, 2022: Planning Commission recommended approval of the proposed code amendments.

Recommended Action:

Hold a discussion and provide staff direction on the proposed code amendments.

Fiscal Note/Consideration:

N/A

EMC 18.80.100 Industrial zoning district.

A. The Industrial (I) zoning district provides for regional research, light manufacturing, warehousing, and other major regional employment uses. Industrial lands are limited to areas where regional transportation access is available.

B. Primary Permitted Uses. For permitted uses within the Industrial zoning district see Chapter [18.70](#) EMC, Permitted Land Uses.

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

1. Lot development is subject to stormwater and other requirements for the Industrial zoning district and shall not exceed the following standards for lot coverage and impervious surface:
 - a. Lot coverage: 80 percent;
 - b. Effective impervious surface: 85 percent; and
 - c. Hard surface area: 90 percent.

2. The minimum distance setbacks for the Industrial zoning district shall be as follows:
 - a. Minimum front yard/street setback: 25 feet.
 - b. Minimum arterial and state highway setback: 25 feet.
 - c. Minimum rear building setback: 25 feet.
 - d. Minimum interior setback: zero feet.Additional setback requirements are provided in EMC [18.90.150](#), Setback standards.

3. The maximum building height in the Industrial zoning districts shall be 50 ~~35~~ feet (see EMC [18.90.070](#), Height standards).

- a. The following features may exceed the applicable height limits but must be placed and/or screened to avoid visual impact:
 - i. Solar collectors may extend 15 feet above the applicable height limit;
 - ii. Stair and elevator penthouses may extend 15 feet above the applicable height limit; and

4. Design features shall be required for commercial uses as set forth in Chapter [18.95](#) EMC, Design Standards.
5. Significant tree identification and preservation and/or replacement shall be required as set forth in EMC [18.90.180](#), Tree preservation.
6. Landscaping shall be provided as set forth in EMC [18.90.090](#), Landscaping, as it applies in their appropriate zones.
7. Parking shall conform to the requirements of EMC [18.90.130](#), Parking.
8. Signage shall conform to the requirements of Chapter [18.97](#) EMC, Sign Code. (Ord. 20-579 § 3 (Exh. C); Ord. 20-579 § 3 (Exh. C);



CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

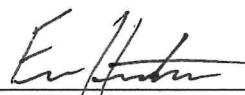
The Planning Commission voted 6-0 to recommend APPROVAL of the proposed code amendments pertaining to maximum building heights in the Industrial zoning district.

It is the recommendation of the City of Edgewood Planning Commission to approve the proposed code amendment language submitted by Senior Planner Morgan Dörner at the November 14, 2022 meeting, as modified to **not include** subsection C.3.a. pertaining to design features between 15 and 30 feet of building height.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 14TH DAY OF NOVEMBER 2022.**


Planning Commission Chair

Attest by:


Evan Hietpas
Senior Planner



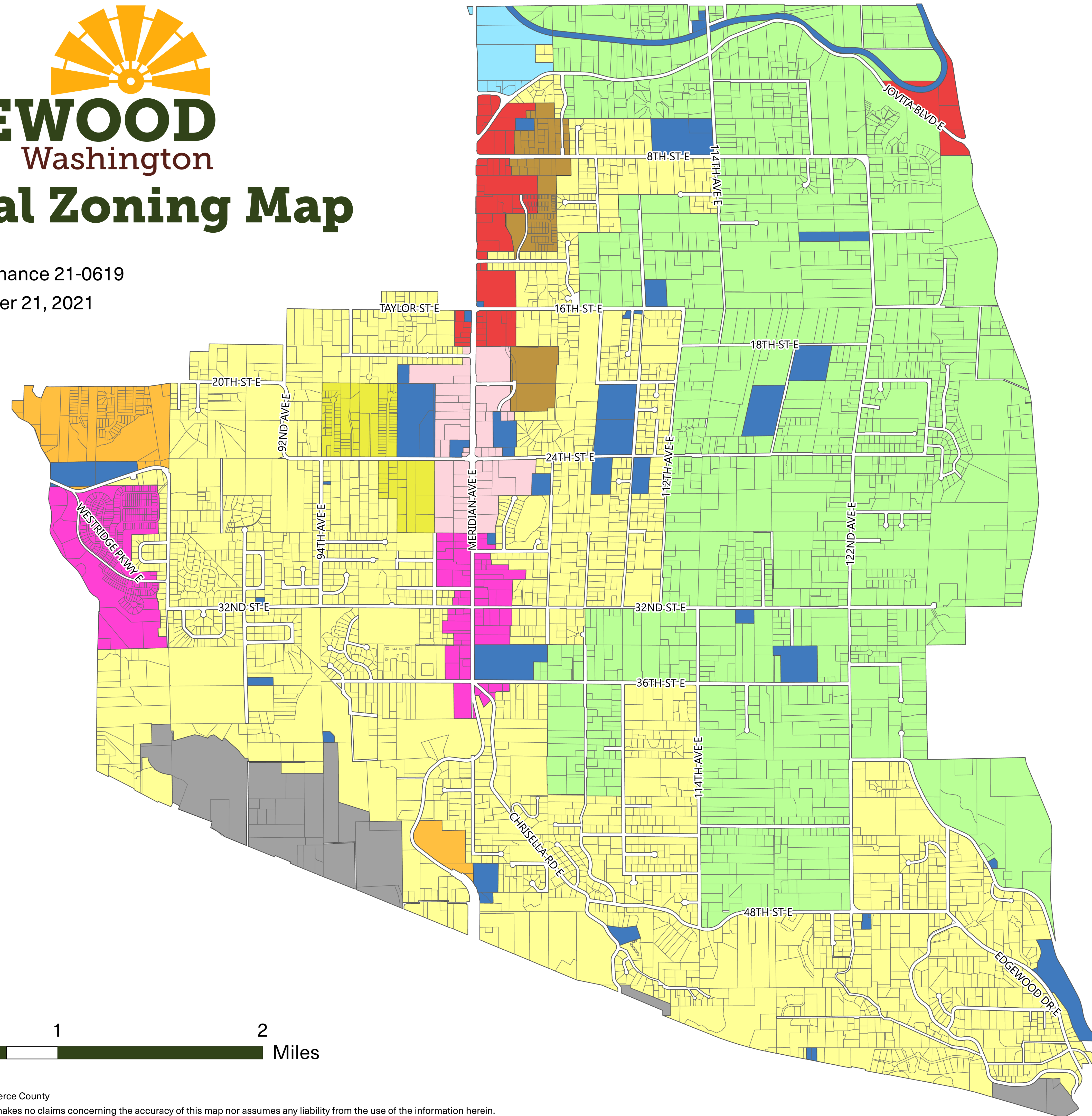
EDGEWOOD

Washington

Official Zoning Map

Amended by Ordinance 21-0619

Effective December 21, 2021



Legend

Current Zoning

Zoning

- BP
- C
- I
- MR-1
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- MUR
- P
- SF-2
- SF-3
- SF-5
- TC

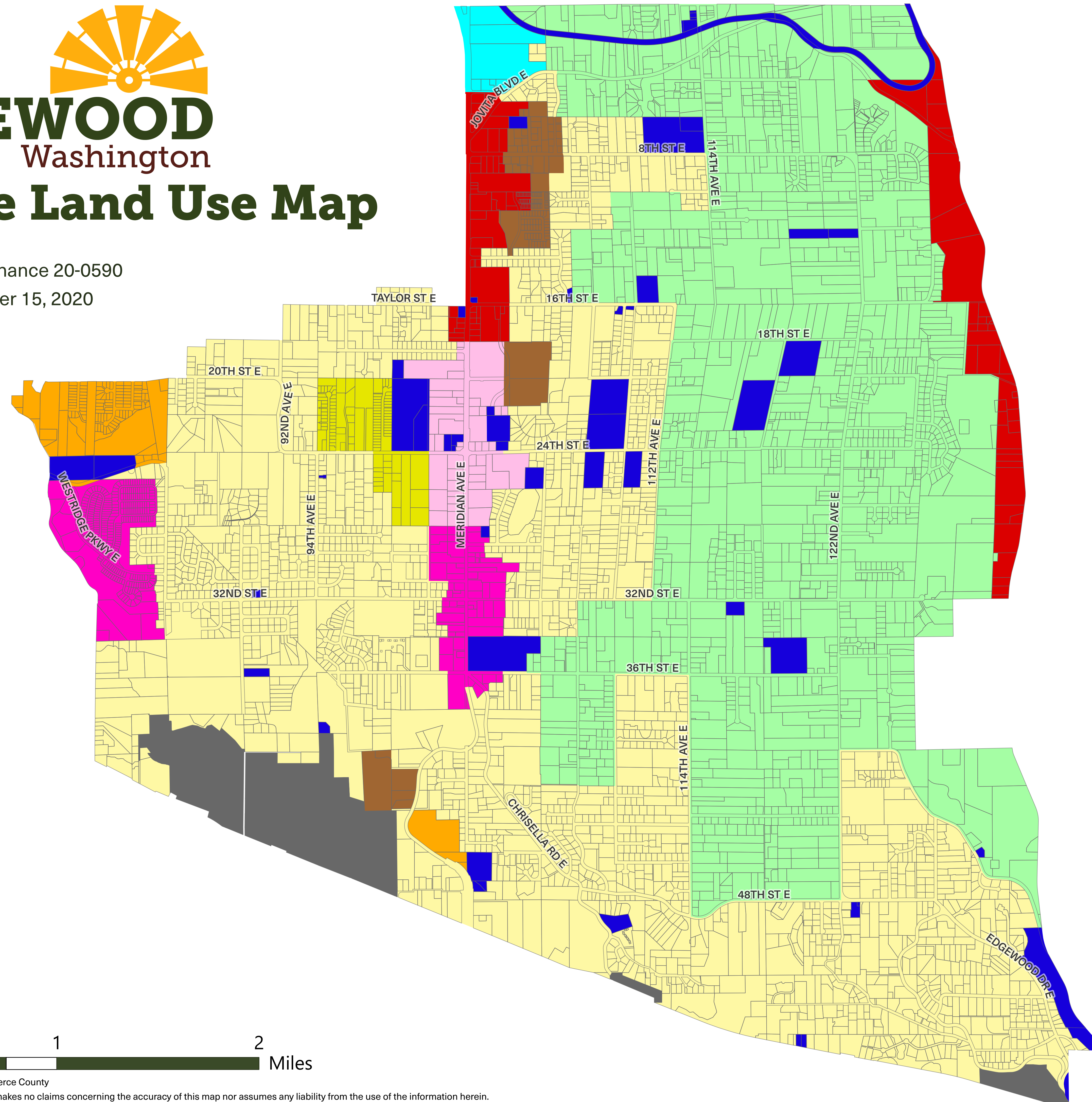


EDGEWOOD

Washington

Future Land Use Map

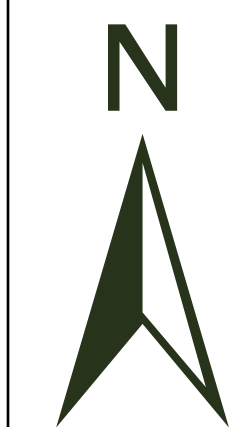
Amended by Ordinance 20-0590
Effective December 15, 2020



Legend

FutureLandUse

- Single Family Low
- Single Family Moderate
- Single Family High
- Commercial
- Mixed Residential Low
- Mixed Residential Moderate
- Mixed Use Residential
- Town Center
- Business Park
- Industrial
- Public



0 0.5 1 2 Miles

Data Sources: City of Edgewood, Pierce County

Disclaimer: The City of Edgewood makes no claims concerning the accuracy of this map nor assumes any liability from the use of the information herein.



City Of Edgewood Council Agenda Summary Sheet

Subject: Interurban Trail - Port of Tacoma LEDIF	Agenda Item #: 2.E
	For Agenda of: 12/6/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. City of Edgewood LEDIF ILA 2022 (partially executed) 2. LEDIF Application (reduced)	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Daryl Eidingen	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 12/06/2022 SS 12/13/2022 RCM

Summary Statement:

With PRAB's assistance, staff prepared and submitted the Port of Tacoma's Local Economic Development Investment Fund (LEDIF) Application on February 24, 2022, seeking \$15,000 to help fund the design of the Interurban Trail Phase III project (attached for reference). The Port notified Staff on May 25, 2022 that our application was selected for funding, and the attached Interlocal Agreement (ILA) was provided by the Port on June 14, 2022. Now that the City has confirmed other grant funding awards for this project, and anticipating the start of the design effort in early 2023, staff presents the attached ILA for Council's consideration and authorization. An authorizing resolution is being drafted and will be presented with next week's regular meeting materials.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Interurban Trail - Port of Tacoma LEDIF

Fiscal Note/Consideration:

This agreement will provide \$15,000 in funding toward the Interurban Trail Phase III project's design effort, scheduled to begin in early 2023.

**AGREEMENT BETWEEN
CITY OF EDGEWOOD
and
PORT OF TACOMA
REGARDING
INTERURBAN TRAIL PHASE III**

THIS AGREEMENT (“AGREEMENT”) is entered into this ____ day of _____, 2022, by and between the City of Edgewood, a city of the State of Washington (hereinafter the “City”), and the **PORT OF TACOMA**, a Washington public port district (the “Port”), (each a “Party,” collectively the “Parties”) in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

RECITALS

1. The Port is charged by state statute with a mission of furthering economic development. To that end, the Port has adopted a Local Economic Development Policy by which the Port administers its monetary support of economic projects sponsored by local public agencies in Pierce County.

2. The City of Edgewood proposes completion of the Interurban Trail Phase III (the “Project”).

3. The City of Edgewood has requested and the Port agrees to provide an investment of \$15,000 toward the Project costs, conditioned upon proof of Project expenditures, and as expressly specified herein.

4. The Port finds the requested contribution meets the Port’s Local Economic Development Policy criteria as follows:

A. This project meets our criteria outlined in section D, “Planning activities or events promoting tourism intended to attract tourists to Pierce County from outside locations”.

The project will connect the existing 19-mile section of trail through King County to the Pierce County cities of Milton, Fife, and Tacoma. The connection will promote non-motorized traffic and tourists from outside the county.

CONSIDERATION

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

1. SCOPE OF WORK

A. The City of Edgewood Interurban Trail Phase III consists of the following:

i. Costs associated with the analysis of: alternatives, environmental impacts, and route development.

B. All as described in the City of Edgewood's Application, as attached hereto as **Attachment A**.

2. PORT'S CONDITIONAL AGREEMENT TO CONTRIBUTE FUNDS

A. Subject to the terms herein, the Port agrees to provide reimbursements of an amount not to exceed \$15,000 reimbursable up to 24 months from the Port signing for expenses incurred by City for the Project. City shall be responsible for timely payment of all invoices submitted by third parties providing goods or services for the Project. City shall submit to the Port, or its designee, paid project invoices within ninety (90) days after the referenced goods or services have been provided. The Port or its designee shall review any such invoices and as appropriate make payment to City within thirty (30) days of receipt of the invoice. The Port shall not be obligated to reimburse City for invoiced goods or services where invoices are not submitted in a timely fashion. City shall be solely responsible for compensation of City's employees, including those employees' salaries, fringe benefits, or any other compensation, including for time spent by those employees related to the Project. The Port shall not be responsible to provide reimbursement for any compensation to City's employees.

B. Conditions of the Port's funding are as follows:

i. If the Project costs are higher than projected, the City will assume any excess Project costs.

ii. The Port's annual Project contribution shall be allocated and is identified in the Port's 2022 budget.

C. The Port's distribution of funds is further contingent on the City obtaining full committed funding 24 months from the Port signing for the complete Project scope and the contents of this AGREEMENT remain unchanged.

D. Port payments up to the not-to-exceed amount will be made pursuant to this signed AGREEMENT, and within 45 days of the City's submittal of written proof to the Port that City has paid its minimum contribution of \$15,000 in expenditures.

3. TIMEFRAME/PROJECT SCHEDULE

TWENTY-FOUR MONTHS FROM THE DATE OF THE PORT'S SIGNATORY

4. CITY'S PROJECT FINANCIAL SUMMARY

A. Total Project Cost: \$6,550,000

B. Source of Funds (other than the Port):
- Local Park Impact Fund: \$670,500
- Local Traffic Impact Fund: \$670,500

5. ABANDONMENT. If the Project is abandoned, then this AGREEMENT shall be of no further force or effect.

6. ASSIGNMENT. Neither Party to this AGREEMENT shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions, and interests under this AGREEMENT, without the prior written approval of the other.

7. THIRD PARTY BENEFICIARIES. This AGREEMENT is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this AGREEMENT.

8. EQUAL DRAFTING. This AGREEMENT has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this AGREEMENT.

9. SEVERABILITY. If any provisions of this AGREEMENT are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this AGREEMENT not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this AGREEMENT can be preserved.

10. MODIFICATION. This AGREEMENT may not be modified except by mutual agreement reduced to writing in a formal amendment hereto and approved by each Party's governing body.

11. TERMINATION. This AGREEMENT shall terminate after all reimbursements are paid or two years following completion of the Project, whichever occurs first, unless terminated earlier by written agreement. However, absent express authorization by the Port, in no case will the Port's allocations as provided under this AGREEMENT be committed for more than two years after approval of this AGREEMENT by the Port.

12. GOVERNING LAW. This AGREEMENT shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this AGREEMENT or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

13. NOTICES. All notices given pursuant to this AGREEMENT shall be deemed delivered to the respective party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

City: Attention: Jeremy Metzler
Email: jeremy@cityofedgewood.org

Port: P.O. Box 1837
Tacoma, Washington 98406
Attention: Matthew Mauer
Email: mmauer@portoftacoma.com

14. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the Parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this AGREEMENT. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.

15. LEGAL RELATIONS

A. Independent Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the independent government powers, authority, or discretion of the governing bodies of each Party. It is understood and agreed that this AGREEMENT is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of the other Party.

B. Legal obligations. This AGREEMENT does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this AGREEMENT shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

D. Recording. A copy of this AGREEMENT shall be recorded in the Office of the Pierce County Auditor in accordance with chapter 39.34 RCW or shall be posted to each Parties' web site.

16. RECORDS AND AUDIT. During the term of this AGREEMENT, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this AGREEMENT and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other City with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter, or amend records retention requirements established by applicable state and federal laws.

17. LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP. Except as provided above, each Party shall finance its own conduct of responsibilities under this AGREEMENT. No ownership of property will transfer as a result of this AGREEMENT.

18. INDEMNIFICATION AND HOLD HARMLESS

A. The City releases the Port from, and shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the City and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the City's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

B. The City shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the City's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

C. The Port releases the City from, and shall defend, indemnify, and hold the City and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Port and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the City or its agents, employees, and/or officers.

D. The Port shall defend, indemnify, and hold the City and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the City or its agents, employees, and/or officers.

E. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects to the other party only, any immunity under the Worker's Compensation Act, RCW Title 51.

F. The Parties recognize that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this AGREEMENT against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

G. No liability shall attach to either Party by reason of entering into this AGREEMENT except as expressly provided herein.

H. The provisions of this Article 18 shall survive any termination or expiration of this AGREEMENT.

CITY :

PORT OF TACOMA:

By: _____

Its:

Date: _____

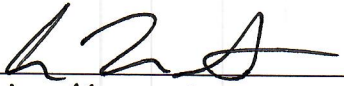
By: 
Eric D. Johnson (Jun 13, 2022 15:53 PDT)

Eric Johnson

Its: Executive Director

Date: June 13 2022

Approved as to form:

By: 
Ann Marie Soto
Its: Attorney

By: 
Heather L. Burgess
Its: Legal Counsel

Local Economic Development Investment Fund Application 2022

The Port of Tacoma dedicates a portion of its revenues toward partnership projects that create economic development benefits - and enhances the community vitality of Pierce County. As a special purpose district governed by state law, investments by the Port of Tacoma must adhere to the legal requirements set forth in Title 53 of the Revised Code of Washington.

Investments shall be limited to county, city, and town government agencies or non-profits in Pierce County and typically will involve the port as a minority investor. The port's allocation to a project will be committed for up to two years and payable on a reimbursement basis. Investment focus and priorities **are limited to**:

- a. Road and freight rail infrastructure projects that create long-term jobs
- b. Marine tourism infrastructure projects intended to attract tourists to Pierce County from outside locations.
- c. Projects, programs or events that promote

international trade or

- d. Planning activities or events promoting tourism intended to attract tourists to Pierce County from outside locations.

Activities or events may not be religious in nature.

A project may only receive funds for a maximum of three consecutive years. An investment by The Port of Tacoma in one year to an organization or project does not constitute an obligation for future investments.

If your project is found to be within the port's statutory authority and policy guidelines, your application will be considered during the port's annual review process.

Municipal entities must agree to enter into the Port of Tacoma's Interlocal Agreement in accordance with § RCW 39.34. For more information about this application or the Port of Tacoma, visit www.portoftacoma.com or call 253.428.8662.

Applications are due by Feb 25, 2022

Instructions

1. Please fill in this form.
2. Answer each question in the space provided.
3. Attach the required documents in pdf format.

4. Sign date and submit the application.

Contact for questions:
Leslie Barstow,
Manager, Community Relations,
Port of Tacoma
e-mail to community@portoftacoma.com

Applicant Information

Organization

Name City of Edgewood			
Address 2224 104th Ave E			
City Edgewood	County Pierce	State/Province WA	Zip/Postal Code 98372
Website www.cityofedgewood.org		Organization Legal Status, ie 501(c)3 or 107(c) Municipality	

Organization/Representative/Contact

Name Jeremy Metzler		Phone 253-831-4266
Title Public Works Director	E-mail Address jeremy@cityofedgewood.org	

Project Information

Title and Brief Description of Project. Please detail how this project meets the criteria of **a,b,c** or **d** on the front page. **Projects that do not meet at least one of these criteria will not be evaluated.** *Example: The city of Mayberry will host a business incubator workshop for small businesses wishing to learn how to sell their products globally. This supports criteria c in promoting international trade.*

Title: Interurban Trail Phase III (Jovita Canyon)

In support of Priority D, this project will design and construct the ‘missing link’ of the Interurban Trail in the City of Edgewood, connecting the existing 19-mile-long section through the cities of Tukwila, Kent, Auburn, Algona, and Pacific, to the cities of Milton, Fife, and Tacoma. This connection will also provide a safe and separated active transportation link for users of nearby trail systems, including the Puyallup Riverwalk Trail, Sumner Link Trail, Foothills Trail, and the planned Tacoma-to-Puyallup Trail. The City of Milton is in the process of completing their missing link of the Interurban Trail, from South 380th Street in King County to Edgewood’s existing segment starting at Military Road.

The Interurban Trail has significant and historical regional importance, following the alignment of what was the Puget Sound Electric Railway nearly a century ago. Before the development of local roadways and the proliferation of automobiles, this railway provided a vital connection between Tacoma and Seattle. While the rail line is still in the process of being replaced, this corridor has been re-purposed by the Interurban Trail and this gap is critical it’s completion.

The completion of this ‘missing link’ of the trail will attract visitors and tourists to Pierce County from outside locations by providing a safe east-west active transportation route abutting Jovita Boulevard through a narrow canyon, with the nearest alternatives being several miles to the north or south. This project will provide safe and comfortable access to jobs, parks, housing and cultural destinations in our regional centers and beyond, connecting the Sumner/Pacific Manufacturing and Industrial Center to planned Sound Transit Link Light Rail stations in Fife and Tacoma, providing critical last-mile transit connections and alleviating stress on the overall transportation network. It will also provide recreational opportunities such as walking, biking, jogging and other non-motorized activities.

There is strong community and leadership support for this project, from the Cities of Fife, Milton and Pacific, to non-profit organizations like ForeverGreen Trails, the Tacoma Bicycle Club, and Leafline Trails.

Port of Tacoma 2022 Local Economic Development Investment Fund Application

Geographic Area Covered by Project Edgewood, Fife, Milton, Pacific Pierce County		Number of People Served by Project Nearly 1 Million: Most Pierce County residents will benefit from this project, as well as residents of nearby communities in King County	Dates of Project From: 9/1/2022 To: 8/31/2026
Amount Requested from Port of Tacoma \$20,000	Total Project Cost \$6,550,000	Is this a one-time event or an ongoing effort? One-time event	

Funding Sources for this Project

Firm Financial Commitments to Date	
Source	Amount
Local Park Impact Fund (minimum amount available)	\$670,500
Local Traffic Impact Fund (minimum amount available)	\$670,500
Other Sources Where Applications Were Submitted	
Source	Status
WA Dept. of Ecology Streamflow Restoration	Pending Review
PSRC Regional/Countywide CMAQ	Application Submittal Pending
RCO LWCF / WWRP Funds	Application Submittal Pending

Our funds: *Specifically, how would you use our contribution? When would you want the contribution?*

The Port of Tacoma's funds will support this 'missing link' of the Interurban Trail's design effort, supporting the City's consultant team in their analysis of alternatives, environmental impacts, and route development.

We expect to begin work in the Fall of 2022, with the actual timing dependent on award of other grant applications. If we are fortunate enough to be selected, we would appreciate reimbursement in a timely fashion.

Referral: *Who suggested that you contact the Port for funding on this project?*

Edgewood Parks and Recreation Advisory Board

Need: *Why is this project important to our community? Why should this project be important to the Port?*

This project will link several surrounding communities by closing a critical gap in the existing active transportation system, providing safe access to and from work, school, parks, transit, and housing.

While a safe, connected, and accessible trail system will benefit the City of Edgewood, closing this gap in the trail network will serve the entire Pierce County community, as well as nearby communities in King County.

Approach: *How do you plan to implement this project?*

Managed by the City of Edgewood, this project will be carried out by a consultant team. The design effort will include public and stakeholder engagement opportunities, with particular attention paid to environmental impacts and enhancements.

Support: *What kind of local support is there for the project?*

There is strong local support for this project. A public survey of community members was recently conducted as part of updating our City's Parks, Recreation, Open Space and Trails (PROST) Plan. One of the questions asked of respondents was, "What types of recreational facilities do you use most frequently?" Overwhelmingly, the majority of those responding (76%) indicated they most frequently utilized existing walking and biking trails!

The City of Edgewood recently sought funding for this project through the Puget Sound Regional Council (PSRC) Transportation Alternatives Program (TAP), and attached are letters of support from several local agencies and organizations for this project. That application can be viewed here: https://www.psrc.org/sites/default/files/tap2021appl-edgewoodinterurbantrail_0.pdf.

Coordination: *Who else in your community is working on this issue? How do you coordinate with them?*

The City's Parks and Recreation Advisory Board (PRAB) has been very focused on this project as they work on updating the PROST Plan. City staff has also coordinated with the Leafline Trails Coalition to bring attention to this critical gap in the trail network, participating in a regional trail awareness event last fall. Finally, Edgewood has plans to work with ForeverGreen Trails toward a community fundraising / support drive in the near future.

Future Support: *How will this project be financed in the future?*

City staff are pursuing several grant opportunities, including but not limited to:

- Ecology Streamflow Restoration Grant Program
- PSRC Regional and/or Pierce County CMAQ Competition
- RCO Grants (LWCF, WWRP, RTP)
- Local Impact Fees (Transportation & Parks)
- Non-Profit Organizations – ForeverGreen Trails
- Private Donations

Deliverables: *What will the Port receive for their partnership?*

The Port of Tacoma will be recognized as a supporter and funding partner for the analysis and design of the ‘missing link’ of the Interurban Trail in the City of Edgewood. This will be accomplished through social media (Facebook/Twitter), the City’s quarterly magazine, and at City Council and PRAB meetings. If for whatever reason this project does not occur, the funds will not be expended or requested for reimbursement.

Port of Tacoma 2022 Local Economic Development Investment Fund Application

Evaluation: *How will the success of the project be measured?*

The success of the project will be measured by design completion and construction of the 'missing link' of the Interurban Trail in the City of Edgewood.

Additional Information

Does this organization have a formal policy of compliance with equal employment opportunity and affirmative action laws and regulations?

☒ Yes

☐ No

Upload supporting documents:

Project budget (if relevant)

List of current board members/officers



Signature

Signature: Jeremy Metzler
Jeremy Metzler (Feb 24, 2022 17:20 PST)

Date

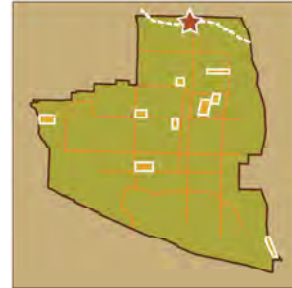
Feb 24, 2022

Print Name Here: **Jeremy Metzler**

When you submit this application online, you will get an auto-generated email with your completed application and attachments.

This application is due by February 25, 2022

INTERURBAN TRAIL (JOVITA STATION)



- Trailhead Location: Just north of Jovita on 114th Avenue East.
- Interurban Trail Size: 22.29 Acres
- Jovita Station Size: 1.45 Acres
- The trail system includes 1.88 miles within the City of Edgewood and will connect to Interurban Trails developed by other communities along the old Interurban Railway route.
- Jovita Station has historical interpretive signage, a bike rack, a drinking fountain for people and pets, parking, restrooms and picnic tables.
- Many improvements built through volunteer efforts.



Members

Daryl Eiding
Mayor



[Daryl Eiding Contact & Biography.](#)

Mark L. Creley
Position 1



[Mark L. Creley Contact & Biography.](#)

Ryan Day
Position 2



[Ryan Day Contact & Biography.](#)

Christi Keith
Position 3

[Christi Keith Contact & Biography.](#)

Rosanne Tomy
Deputy Mayor
Position 4



[Rosanne Tomy Contact & Biography.](#)

John C. West
Position 5



[John C. West Contact & Biography.](#)

Position 6

[Erica Buckley Contact & Biography.](#)

Position 7



[Nate Lowry Contact & Biography.](#)



December 3, 2021

Puget Sound Regional Council
Attn: Kelly McGourty
1011 Western Ave, Suite 500
Seattle, WA 98104

RE: PSRC TAP Grant Request for the Interurban Trail Phase III – Supporting Financial Documentation

Dear Ms. McGourty,

Our City Council adopted our latest Transportation Improvement Plan (TIP) by Resolution 21-0565 on June 8, 2021. Project No. 7 identifies \$100,000 for a Connection Feasibility Study to *"develop approximately 1.05-mile corridor as a trail from 114th Avenue East to the City of Pacific."* Our latest Capital Improvement Plan (CIP), adopted by Ordinance 21-0615 on November 9, 2021, includes this as Project T-3 and shows it being funded using 100% local funds (Real Estate Excise Taxes, or REET). We are moving forward with this effort in Q1 2022 to prepare for the next phase of work: full design.

The same CIP identifies the design (this proposal) and construction effort under our Parks program as Project P-1. At the time of publication, we did not anticipate moving forward with the design effort until 2023, but we have since been made aware of this Transportation Alternatives Program (TAP) opportunity. If our project is fortunate enough to be awarded funding through this program, we are prepared to adjust our CIP and budget to accelerate this planned design effort. While our CIP shows local funds coming from Park Impact Fees (PIF), we are in the process of updating our Transportation Impact Fee (TIF) Program and including this project as partially eligible for those funds, and we anticipate our Council will act on that in the coming weeks. In addition to PIF and TIF, we have additional REET and General Fund balances readily available to support this project.

In closing, with PSRC's support, the City of Edgewood is prepared to take the steps necessary to financially support this project and ensure its success on an accelerated schedule. Upon approval of this request, all funding for the PE Phase can be secured (appropriated) within a matter of weeks. Thank you for your consideration and we look forward to working with the PSRC in this endeavor very soon!

Respectfully,

Dave Gray
Assistant City Administrator / Finance Director

Attachments: Resolution 21-0565, Ordinance 21-0615 (excerpts)

RESOLUTION NO. 21-0565

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO STREETS AND TRANSPORTATION, ADOPTING THE 2022-2027 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

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

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

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

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

WHEREAS, the City's SEPA Responsible Official has determined that this procedural action is categorically exempt from SEPA threshold determination and EIS requirements pursuant to WAC 197-11-800(19); and

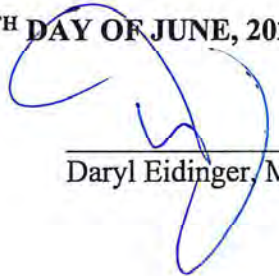
WHEREAS, per RCW 35.77.010, a public hearing was held on May 25th, 2021 on the proposed updates to the Transportation Improvement Plan;

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

Section 1. The City Council does hereby adopt the 2022-2027 Six-Year Transportation Improvement Plan (TIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

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

ADOPTED THIS 8TH DAY OF JUNE, 2021



Daryl Eiding, Mayor

ATTEST:



Rachel Pitzel, CMC
City Clerk

Exhibit A
2022-2027 Transportation Improvement Plan (TIP)

Transportation Improvement Program (TIP)

City of Edgewood, WA

Years 2022-2027

TIP Project No.	Transportation Project	Prior Years (Actual)	Estimated Annual Project Expenditures						Total Project Cost	Comments
			2021 Estimate	2022	2023	2024	2025	2026	2027	
1	Meridian/32nd & Meridian/36th Intersection Improvements	\$ 35,000	\$ -	\$ -	TBD - Pending results of Project No. 2, below				\$ -	Coordinate intersection needs and alternatives with WSDOT, then construct improvements.
2	Meridian Ave E (SR-161) Preliminary Design	\$ 71,500	\$ -	\$ 455,000	\$ -	\$ -	\$ -	\$ -	\$ -	Completed access management study, reviewed parallel roads; need to review cross section and intersection treatment needs south of 24th. (60% TIF Eligible)
3	Emergency Road Repair (Weather Related)	N/A	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	Annual Program - Road failures associated with severe weather events, wear and tear from freeze/thaw events and other causes.
4	Edgewood Drive Safety Improvements	\$ 75,000	\$ 335,000	\$ -	\$ 535,000	\$ -	\$ 4,501,000	\$ 5,500,000	\$ -	2021: Intersection repair at bottom of hill. (84% TIF Eligible) 2023+: Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (40% TIF Eligible)
5	Chrisella Road East Safety Improvements	\$ -	\$ 200,000	\$ 975,500	\$ -	\$ 450,000	\$ -	\$ -	\$ 5,970,000	2021/2022: Improved markings, signage, lighting, sight distance, possible traffic calming measures; 2024+: Sidewalk, repair slopes south of 48th St E (40% TIF Eligible)
6	Citywide Road Preservation Program	N/A	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	\$ 320,000	\$ 330,000	\$ 340,000	Annual Program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and digout repairs are included.
7	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	Develop approximately 1.05-mile corridor as a trail from 114th Avenue East to the City of Pacific.
8	Citywide Pedestrian Mobility and Safety Improvements (Highest Priority)	N/A	\$ 1,075,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study (20% TIF Eligible)
9	Citywide Traffic Safety Program	N/A	\$ 75,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	Annual Program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruction of ADA deficiencies.
10	Citywide Road Maintenance Program (Traffic)	N/A	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	Annual Program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
11	Meridian Parallel Road Network Construction - Varicus Segments	\$ 275,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	Construct high-priority parallel road segments, closing gaps and fixing access deficiencies. (100% TIF Eligible)
12	Meridian Ave E / Emerald Street Signal Improvements (TIF NP-3)	\$ 32,150	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Coordinate signal mast arm and detection design & construction with WSDOT. (100% TIF Eligible)
13	36th Street E Walkway Extension Feas./Des./Build (TIF S-2/N-9)	\$ -	\$ -	\$ 50,000	\$ 450,000	\$ 420,000	\$ -	\$ -	\$ -	Design and construct extension of existing walkway to new park property. (20% TIF Eligible)
Annual Totals		\$ 488,650	\$ 3,665,000	\$ 3,195,500	\$ 2,610,000	\$ 2,505,000	\$ 5,045,000	\$ 6,055,000	\$ 6,535,000	\$ -
			Proposed 6-Year Program Total:						\$ 25,945,500	
TIB Funding:		\$ 1,030,000	\$ -	\$ 360,000	\$ 336,000	\$ -	\$ -	\$ -	\$ -	\$ 1,726,000
STP/CMAQ Funding (FSRC/PCRC):		\$ -	\$ -	\$ -	\$ -	\$ 2,700,000	\$ 3,300,000	\$ 3,582,000	\$ 3,582,000	\$ 9,582,000
WSDOT Funding:		\$ 180,000	\$ 995,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,175,500
Public Works Trust Fund Loan:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Unidentified Grant Funds:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Anticipated Grant Funding:		\$ 1,210,000	\$ 995,500	\$ 360,000	\$ 336,000	\$ 2,700,000	\$ 3,390,000	\$ 3,682,000	\$ 3,682,000	\$ 190,000
Total City Funds Needed:		\$ 2,455,000	\$ 2,200,000	\$ 2,250,000	\$ 2,169,000	\$ 2,345,000	\$ 2,665,000	\$ 2,855,000	\$ 2,855,000	\$ 16,937,000
Traffic Impact Fees		\$ 1,969,000	\$ 1,489,000	\$ 1,419,000	\$ 1,379,000	\$ 1,815,000	\$ 2,215,000	\$ 2,403,000	\$ 2,403,000	\$ 12,689,000
REET Funds		\$ 461,000	\$ 461,000	\$ 581,000	\$ 540,000	\$ 280,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 2,723,000
Surface Water Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund		\$ 25,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,525,000

Prepared by: Jeremy Metzler, P.E.

Date Prepared: 6/2/2021

Page 1 of 1

Budget Summary



November 29, 2021

Kelly McGourty
Puget Sound Regional Council
1101 Western Ave, Suite 500
Seattle, WA 98104

Re: PSRC TAP grant request for the Interurban Trail Phase III

Dear Ms. McGourty,

We are writing this letter on behalf of the City of Edgewood in support of the Interurban Trail Phase III (Jovita Canyon) project submitted for consideration under PSRC's 2021 Transportation Alternatives Program.

The Interurban Trail is of significant regional importance. It connects multiple cities, through dense residential and commercial areas along the original Puget Sound Electric Railway that helped these places become established and grow in the early 20th century. The north section of the trail extends 24 miles between Everett and Seattle through the communities of Shoreline, Mountlake Terrace, Edmonds, and Lynnwood. The approximately 19-mile south section of the trail connects the cities of Tukwila, Kent, Auburn, Algon, and Pacific, with two unattached segments in Edgewood and Milton that follow the old railway corridor toward Fife and Tacoma.

The City of Milton is in the process of constructing their missing link of the Interurban Trail, from S. 380th Street in King County to Edgewood's existing segment in Pierce County, about one-half mile in length. They have obtained \$50,000 in federal dollars, secured \$150,000 from King County Parks, and anticipate completion in 2023.

This trail provides commuters with a non-motorized option, with many utilizing the trail to bike to work. It provides recreational opportunities for residents and visitors alike who utilize the trail for walking, biking, jogging and other non-motorized activities. The construction of Edgewood's missing link will provide for a safer transportation network by completing a much needed east-west active transportation network connection, thereby allowing users to stay off Jovita Boulevard, a busy arterial roadway traversing a narrow canyon with limited sight distance.

Please reach out to me if you have any questions regarding our support of this necessary project.

Sincerely,

A handwritten signature in blue ink that reads "Kim Roscoe".

Kim Roscoe
Mayor



December 2, 2021

To Whom it May Concern:

We are writing this letter in support of the City of Edgewood for the Interurban Trail Phase III (Jovita Canyon) project they submitted for consideration under PSRC's 2021 Transportation Alternatives Program.

The Interurban Trail is of significant regional importance. It connects multiple cities, through dense residential and commercial areas along the original Puget Sound Electric Railway that helped these locations become established and grow in the early 20th century. The north section of the trail extends 24 miles between Everett and Seattle through the communities of Shoreline, Mountlake Terrace, Edmonds, and Lynnwood. The approximately 19-mile south section of the trail connects the cities of Tukwila, Kent, Auburn, Algona, and Pacific, with two unattached segments in Edgewood and Milton that follow the old railway corridor toward Fife and Tacoma. The City of Milton is in the process of constructing the missing link of the Interurban Trail, from S. 380th Street in King County to Edgewood's existing segment in Pierce County, about one-half mile in length. We have obtained \$50,000 in federal dollars, secured \$150,000 from King County Parks, and anticipate completion in 2023.

This trail provides commuters with a non-motorized option, with many utilizing the trail to bike to work. It provides recreational opportunities for residents and visitors alike who utilize the trail for walking, biking, jogging and other non-motorized activities. The construction of Edgewood's missing link will provide for a safer transportation network by completing a much-needed east-west active transportation network connection, thereby allowing users to stay off Jovita Boulevard which is a busy arterial roadway traversing a narrow canyon with limited sight distance.

It is our understanding that Edgewood's current request is for design of their missing link, connecting their existing segment to the City of Pacific's portion of the trail. This project has vast public support and has been planned for in their City's Comprehensive Plan, Parks, Recreation, Open Space Plan, and Capital Improvement Plan. They are willing and prepared to carry out the project and have the ability for the funding to be allocated within the required time period.

If you have any questions, please feel free to contact me.

Thank you,

Shanna Styron Sherrell
Mayor

City of Milton, 1000 Laurel Street, Milton, WA 98354 - 253-922-8733 - cityofmilton.net

Mayor Shanna Styron Sherrell

Police Chief Tony Hernandez

City Clerk/HR Generalist Trisha Summers

Finance Director Michelle Robbecke

Planning Manager Angelie Stahlnecker



CITY OF PACIFIC
100 3RD AVENUE SOUTHEAST
PACIFIC, WASHINGTON 98047
CITY HALL (253) 929-1100
FAX (253) 939-6026

November 24, 2021

Puget Sound Regional Council
1011 Western Ave #500
Seattle, WA 98104

Re: Edgewood Request for Transportation Alternatives Program

To Whom it May Concern:

We are writing this letter on behalf of the City of Edgewood in support of the Interurban Trail Phase III (Jovita Canyon) project submitted for consideration under PSRC's 2021 Transportation Alternatives Program.

The Interurban Trail is of significant regional importance. It connects multiple cities, through dense residential and commercial areas along the original Puget Sound Electric Railway that helped these places become established and grow in the early 20th century. The north section of the trail extends 24 miles between Everett and Seattle through the communities of Shoreline, Mountlake Terrace, Edmonds, and Lynnwood. The approximately 19-mile south section of the trail connects the cities of Tukwila, Kent, Auburn, Algona, and Pacific, with two unattached segments in Edgewood and Milton that follow the old railway corridor toward Fife and Tacoma. The City of Milton is in the process of constructing their missing link of the Interurban Trail, from S. 380th Street in King County to Edgewood's existing segment in Pierce County, about one-half mile in length. They have obtained \$50,000 in federal dollars, secured \$150,000 from King County Parks, and anticipate completion in 2023.

This trail provides commuters with a non-motorized option, with many utilizing the trail to bike to work. It provides recreational opportunities for residents and visitors alike who utilize the trail for walking, biking, jogging and other non-motorized activities. The construction of Edgewood's missing link will provide for a safer transportation network by completing a much needed east-west active transportation network connection, thereby allowing users to stay off Jovita Boulevard, a busy arterial roadway traversing a narrow canyon with limited sight distance.

Edgewood's current request is for design of their missing link, connecting their existing segment to the City of Pacific's portion of the trail. This project has vast public support and has been planned for in the City's Comprehensive Plan, Parks, Recreation, and Open

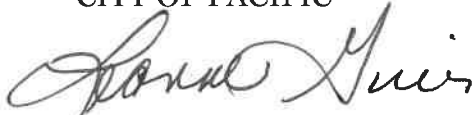
Space Plan, and Capital Improvement Plan. Edgewood is willing and prepared to carry out the project and has the ability for the funding to be obligated within the required time period. If you have any

Additionally, the construction of this segment of the trail will provide an evacuation route for residents of the valley to escape in an emergency such as flooding, chemical spill from train derailment, lahar, etc. When such a catastrophe occur the road network will be overburdened and the trail will provide the escape people will need.

If you have any questions or concerns, please contact me at lguier@ci.pacific.wa.us or 253-929-1108.

Respectfully,

CITY OF PACIFIC

A handwritten signature in dark ink, appearing to read "Leanne Guier", written in a cursive style.

Leanne Guier
Mayor



1104 Maple Street, Sumner WA 98390

PUBLIC WORKS DEPARTMENT

Suite 260

253-299-5700 Fax: 253-299-5539

December 2, 2021

City of Edgewood Interurban Trail Phase III (Jovita Canyon)
Transportation Alternatives Program Application - Letter of Support

To Whom it May Concern:

I am writing on behalf of the City of Edgewood in support of the Interurban Trail Phase III (Jovita Canyon) project submitted for consideration under PSRC's 2021 Transportation Alternatives Program.

The Interurban Trail is of significant regional importance, connecting multiple cities through dense residential and commercial areas along the original Puget Sound Electric Railway that helped these places become established and grow in the early 20th century. The north section of the trail extends 24 miles between Everett and Seattle through the communities of Shoreline, Mountlake Terrace, Edmonds, and Lynnwood. The approximately 19-mile south section of the trail connects the cities of Tukwila, Kent, Auburn, Algona, and Pacific, with two unattached segments in Edgewood and Milton that follow the old railway corridor toward Fife and Tacoma.

This trail provides commuters with a non-motorized option, with many utilizing the trail to bike to work. It provides recreational opportunities for residents and visitors alike who utilize the trail for walking, biking, jogging and other non-motorized activities. The construction of Edgewood's missing link will provide for a safer transportation network by completing a much needed east-west active transportation network connection, thereby allowing users to stay off Jovita Boulevard, a busy arterial roadway traversing a narrow canyon with limited sight distance.

If you have any questions, please feel free to contact me at 253-299-5700.

Sincerely,

DocuSigned by:

6511916B27A84D1...
Mike Dahlem, P.E.
Public Works Director



ForeverGreen Trails

Connecting Pierce County Communities with Trails

Executive Officers

Terry Reid
President

Alan Carter Mortimer
V.P./Secretary

Rob Buck
Treasurer

Board Members

Mary Dodsworth
Eric Guenther
Roxanne Miles
Bob Myrick

Staff

Larry Leveen
Executive Director

December 1, 2021

Jeremy Metzler, P.E.
Public Works Director
City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372

Dear Director Metzler:

I am writing to communicate my organization's energetic support of your TAP application for the Interurban Trail project. ForeverGreen Trails has been involved in organizing development of this trail by local jurisdictions since 2005. With the completion of the north-south portion of the trail by the City of Pacific last year, our region stands poised to leverage public investment in this corridor and improve connectivity between Pierce and King Counties. Completing Edgewood's section of the Interurban Trail is crucial for this to occur, and we are very excited about your project.

Both SR167 and the West Valley Highway are significant obstacles to east-west active mobility regionally. This project will provide:

- The safest route option for those wishing to access the Interurban Trail north, the Sumner Link Trail South, or the future Tacoma to Puyallup Trail west
- Access to major employment centers in Sumner, Algona, Auburn, and Kent
- Access to local Pierce Transit and regional Sound Transit and Amtrak services
- Part of an 18-mile trail loop connecting the communities of Fife, Puyallup, Sumner, Pacific, Milton, and Edgewood — the first trail loop in Pierce County
- Part of a contiguous trail route between Tacoma and Seattle

We are willing and able to organize a public-private partnership to raise additional funding for this project via our Trail Accelerator Program. We have obtained matching funds for such a partnership to help incentivize private sector giving and are eager to collaborate with your city to complete this important link in our regional trail system. Thank you and good luck with your application.

Sincerely,

Larry Leveen

Executive Director

From: [Bob Myrick](#)
To: [Jeremy Metzler](#)
Cc: [Larry Leveen](#); [FT-SCHEUERMAN Stuart](#)
Subject: Edgewood's Interurban Trail
Date: Wednesday, December 1, 2021 4:16:03 PM

To Whom it May Concern:

I am writing on behalf of the Tacoma Washington Bicycle Club to support the Interurban Trail Phase III (Jovita Canyon) project submitted for consideration under PSRC's 2021 Transportation Alternatives Program.

This Interurban Trail is of significant regional importance. It connects multiple cities, through dense residential and commercial areas along the original Puget Sound Electric Railway that helped these places become established and grow in the early 20th century. The north section of the trail extends 24 miles between Everett and Seattle through the communities of Shoreline, Mountlake Terrace, Edmonds, and Lynnwood. The approximately 19-mile south section of the trail connects the cities of Tukwila, Kent, Auburn, Algona, and Pacific, with two unattached segments in Edgewood and Milton that follow the old railway corridor toward Fife and Tacoma. The City of Milton is in the process of constructing their missing link of the Interurban Trail, from S. 380th Street in King County to Edgewood's existing segment in Pierce County, about one-half mile in length. They have obtained \$50,000 in federal dollars, secured \$150,000 from King County Parks, and anticipate completion in 2023.

The Interurban Trail provides commuters with a non-motorized option, with many using the trail to bike to work. It provides recreational opportunities for residents and visitors alike who use the trail for walking, biking, jogging and other non-motorized activities. The construction of Edgewood's missing link will provide for a much safer transportation network by completing a missing east-west active transportation network connection. Users will be able to stay off Jovita Boulevard, a busy arterial roadway traversing a narrow canyon with limited sight distance and narrow shoulders.

Edgewood's current request is for design of their missing link, connecting their existing segment to the City of Pacific's portion of the trail. This project has vast public support and has been planned for in the City's Comprehensive Plan, Parks, Recreation, and Open Space Plan, and Capital Improvement Plan. Edgewood is willing and prepared to carry out the project and has the ability for the funding to be obligated within the required time period.

My Club and I have been advocating for Pierce County's trail development for over thirty years. We have seen so much positive progress since the original ISTEA program administered by the PSRC. We participated in the original feasibility study with Edgewood and we know it will be challenging to design and build the missing link, but it is time to complete the network.

Sincerely Yours,

Bob Myrick

Director of Community and Government Relations

Tacoma Washington Bicycle Club

December 1, 2021

This is an external email. Please use caution when opening any attachments.



CIVIL & STRUCTURAL ENGINEERS • LAND PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS

Opinion of Probable Construction Cost - Base Bid

PROJECT: Interurban Trail Phase III

PREPARED BY: Adam Barnett, PE

DATE: April 7, 2021

PROBABLE CONSTRUCTION COST SUMMARY

Sect. #	Description	Estimated Cost
010	Site Preparation	766,000
020	Erosion Control	250,000
030	Storm Drainage System	1,273,250
040	Road & Parking Lot Construction	300,500
050	Traffic Control	250,000
060	Retaining Walls	1,080,000
070	Utilities /Lighting & Mailboxes	0
080	Water System	0
090	Sanitary Sewer System	0
100	Miscellaneous Const.	655,000
Subtotal \$		4,574,750
Construction Contingency - 10% \$		457,475
Contractor mark-up on Sub-Contractor work - 5% \$		50,000
Subtotal \$		5,082,225
Bonds/Mobilization - 6% \$		304,934
General Contractor OH & Profit - 8% \$		406,578
Total \$		5,793,737

Notes:

1. Estimate excludes escalation costs.
2. Estimate assumes no ROW acquisition costs

Interurban Trail Phase III Opinion of Probable Construction Cost					Interurban Trail	
					PROJECT NUMBER	
					ESTIMATOR:	Adam Barnett
ITEM	DESCRIPTION	NO. UNITS		UNIT PRICE	COST	
SITE PREPARATION						
10.0050	Clearing and Grubbing	4.0	AC	2,000.00	\$8,000.00	
10.0060	Roadway Excavation Incl. Haul	18500.0	CY	40.00	\$740,000.00	
10.0240	Fine Grade and Proofroll Pathway	9000	SY	2.00	\$18,000.00	
SUBTOTAL SEC. 010					\$766,000.00	
EROSION CONTROL						
20.0000	TESC Lump Sum	1.0	LS	250,000.00	\$250,000.00	
SUBTOTAL SEC. 30.00					\$250,000.00	
STORM DRAINAGE SYSTEMS						
30.0320	CPEP 12" Diameter	5750.0	LF	35.00	\$201,250.00	
30.0450	Type I Catch basin	10.0	EA	1,600.00	\$16,000.00	
30.0460	Type II Catch basin, 48" Up to 8' Deep	30.0	EA	3,200.00	\$96,000.00	
30.0630	Chain Link Fence (6' High)	1600.0	LF	35.00	\$56,000.00	
30.0720	Box Culvert (20'x10')	100.0	LF	4,000.00	\$400,000.00	
30.0730	Underground Detention	28000.0	CF	18.00	\$504,000.00	
30.0740	Quality Control	1.0	LS	200,000.00	\$200,000.00	
SUBTOTAL SEC. 30.00					\$1,273,250.00	
ROAD AND PARKING LOT CONSTRUCTION						
40.0010	Hot Mix Asphalt Class 1/2" PG 64-22 (Reconstruction)	2100	TON	90.00	\$189,000.00	
40.0020	Crushed Surfacing Base Course	3140	TON	25.00	\$78,500.00	
40.0070	Gravel Borrow Incl. Haul	1100	TON	30.00	\$33,000.00	
SUBTOTAL SEC. 40.00					\$300,500.00	
TRAFFIC CONTROL						
50.0010	Lump Sum Traffic Control	1.0	LS	250,000.00	\$250,000.00	
		SUBTOTAL SEC. 50.00			\$250,000.00	
RETAINING WALLS						
60.0030	Retaining Wall	18000.0	SF	60.00	\$1,080,000.00	
SUBTOTAL SEC. 60.00					\$1,080,000.00	
UTILITIES - Power, Lighting & Telephone						

Interurban Trail Phase III Opinion of Probable Construction Cost					Interurban Trail	
					PROJECT NUMBER	
					ESTIMATOR:	Adam Barnett
ITEM	DESCRIPTION	NO. UNITS		UNIT PRICE	COST	
WATER SYSTEMS (Prices include excavation and backfill)						
SANITARY SEWER SYSTEMS						
MISCELLANEOUS						
100.0020	Signage & Striping	1.0	LS	30,000.00	\$30,000.00	
100.0080	Mobilization (5% of Total)	1.0	LS	225,000.00	\$225,000.00	
100.0820	Landscape area (6” topsoil, planting, 3” mulch)	100000.0	SF	4.00	\$400,000.00	
SUBTOTAL SEC. 100.00					\$655,000.00	
SECTION TOTALS					\$4,774,750.00	
GRAND TOTAL:					\$4,774,750.00	



City Of Edgewood Council Agenda Summary Sheet

Subject: ForeverGreen Trails - Membership	Agenda Item #: 2.F
	For Agenda of: 12/6/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. Jurisdiction Membership Pamphlet 2. Articles of Incorporation Original 3. Bylaws Updated 7.14.21 4. FGT Jurisdiction Invoice Edgewood 2022-JM5	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidingen	Expenditure Required: \$1,000 Amount Budgeted: N/A Timeline: 12/06/2022 SS 12/13/2022 RCM

Summary Statement:

ForeverGreen Trails is a local non-profit organization dedicated to the development and stewardship of trails in the Pierce County area. This organization has been very supportive and helpful in the City's recent efforts to apply for and obtain grant funding for Edgewood's Interurban Trail Phase III project. Attached is their membership pamphlet, Articles of Incorporation, Bylaws, and a membership invoice for Edgewood's consideration. Staff is grateful for the assistance they have provided to-date, and recommends the Council consider joining this organization in our continued efforts to develop the Interurban Trail and other walkability improvements throughout the City.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding ForeverGreen Trails - Membership

Fiscal Note/Consideration:

For example, the City contracted with ForeverGreen Trails earlier this year to assist with our Interurban Trail grant application to the Recreation and Conservation Office (RCO), with said effort helping us rank second on the list for funding in the WWRP-Trails category, practically guaranteeing funding of \$3M toward the project. The total cost of ForeverGreen's effort came to \$3,475. With this proposed membership, however, the total cost would be half that, which could save the City \$1,737.50 on a similar effort in the future.

Great trail systems don't just happen... it takes a team effort.



Please join our team.

Mission

ForeverGreen Trails supports a system of trails throughout Pierce County, WA, via education, advocacy, promotion, collaboration, and stewardship.

Vision

All of Pierce County's communities are connected by a system of trails, sidewalks, bike lanes, and local pathways that provides for safe, convenient, non-motorized travel and recreation for all ages and abilities. Residents and visitors use, value, and care for this network because it contributes to their health, wellbeing, livability, and local economies.

Jurisdiction Membership Benefits:

1. Professional staff assistance for public engagement, plans, and projects.
2. Letters of support for grant applications or legislative funding appeals.
3. Access to a 501c3 fiduciary for non-government grants and charitable project contributions.
4. Trail Accelerator Program access — a public-private partnership that improves grant application scores making them more competitive and helps provide local match funding.
5. A forum for interagency project coordination and development.
6. An assessment/evaluation to help improve local trail planning documents and practices.
7. Ability to recruit business and other non-government support for trail system advancement.
8. State and federal policy analysis, communication, and coordination.
9. Third-party testimony for agencies and legislative bodies.
10. Ability to vote at ForeverGreen Trails' Annual Meeting and serve on the board.
11. Free access to annual trails conference and discounts on training special events.
12. Shared coordination of county-wide annual campaigns/events.

Annual Events



Trails & Ales

We kick off each year with fun social mixers and discussions about increasing opportunities for outdoor recreation and active transportation.



Pierce County Trails Day

For our summer celebration, we coordinate events across Pierce County to engage citizens, promote activity, and foster stewardship of our beloved parks and trails.



Pierce County Trails Conference

Our fall event gathers trail users, supporters, and managers to celebrate accomplishments and share best practices in an energizing night of networking over dinner.



Click events for info

Membership fees depend on size of population served.

*For information or to join:
info@forevergreentrails.org
or 360-357-3871.*

*Visit us online at:
www.forevergreentrails.org.*

Articles of Incorporation of ForeverGreen Council

The undersigned, being a natural person of the age of twenty-one years, and a citizen of the United States, acting as the incorporator of a nonprofit corporation under the provisions of the Washington Nonprofit Corporation Act (RCW 24.03) adopts the following Articles of Incorporation for such Corporation:

Article I

The name of this corporation is ForeverGreen Council

Article II

The Period of duration of the corporation shall be perpetual.

Article III

The Corporation is organized exclusively for educational, charitable, and advocacy purposes. The corporation is formed exclusively for purposes for which a corporation may be formed under the Nonprofit Corporation Act and not for pecuniary profit or financial gain.

Article IV

The corporation shall have all powers granted by law necessary and proper to carry out its above stated purposes. However, no part of the assets, income or net earnings of the corporation shall be distributed to, or inure to the benefits of, its members, directors or officers, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and contributions in furtherance of the purposes set forth in Article II hereof.

A substantial part of the activities of the corporation shall consist of the carrying on of advocacy for parks and may to influence legislation. However because of limitations imposed by it's 501(c) 3 Federal non-profit status the corporation shall not participate in, and intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for office.

Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the

corresponding provisions of any future United States Internal Revenue Law, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article V

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the bylaws of the corporation.

Article VI

In establishing this corporation, the incorporator intends to manage the corporation as a non-profit organization. Without limiting the generality of the foregoing the corporation shall:

1. Not engage in any act of self-dealing which would give rise to any liability for taxes.
2. Not retain any excess business holdings which would give rise to any liability for taxes.

Upon dissolution or liquidation of the corporation the Board of Directors shall after paying or making provisions for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation set forth in Article III hereof, in such a manner, or to such an organization or organizations organized and operated for charitable educational, or advocacy purposes. No member shall be entitled to any distribution or division of the corporation's remaining assets or the proceeds therefrom.

Upon the dissolution of this corporation, and making provision for payment of liabilities as outlined in the above paragraph, the remaining assets shall be transferred to an non-profit organization that is qualified tax exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Article VIII

No officer or director shall be liable to the corporation or to its members for any act taken in good faith that is believed to be for the benefit of the corporation.

Article IX

The address of the registered office of the corporation is the ForeverGreen Council 1011

East Main #106, Puyallup, WA 98372. And the name of its initial registered agent at such address is Jayme Gordon.

Article X

The number of directors constituting the initial Board of Directors of the corporations is six (6) and the names and address of the persons who are to serve as the initial Directors are:

Terry Lee	7112 108th ST. NW	Gig Harbor, WA 98332
Kirk Kirkland	3114 N. Alder Street	Tacoma, WA 98407
Judith Nyland	1101 Fawcett Ave.	Tacoma, WA 98406
Ernie Bay	617 Fifth Ave NW	Puyallup, WA 98371
Barbara Skinner	1104 Maple Street	Sumner, WA 98390
John Olson	5929 Westgate BLVD	Tacoma, WA 98406
Monty Mahan	1011 East Main #106	Puyallup, WA 98372
Dave Uberuaga	Mt Rainier National Park	Ashford, WA 98304
Jan Wolcott	9112 Lakewood DR.	Lakewood, WA 98499

Article XI

The incorporator is Kirk Kirkland and his address is 3114 N. Alder Street, Tacoma, WA 98407

IN WITNESS WHERE OF, I have hereunto subscribed my name this ____ day of ____ 2005

Incorporator

Kirk Kirkland

State of Washington }
County of Thurston }

On this day personally appeared before me Kirk Kirkland, known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes mentioned herein.

Given under my hand and official seal this ____ day of _____ 2005

Article X

The registered agent is Kirk Kirkland and his address is 1011 East Main #106;
Puyallup WA 98372

IN WITNESS WHERE OF, I have hereunto subscribed my name this ____ day of ____
2005

Incorporator

_____.

Jayne Gordon

State of Washington }

County of Thurston }

On this day personally appeared before me Kirk Kirkland, known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes mentioned herein.

Given under my hand and official seal this ____ day of _____ 2005

**BYLAWS
of
ForeverGreen Trails**

**ARTICLE I
Purpose & Office**

(1) Purpose. The purpose of the organization is to support the planning, development, use, and stewardship of trails and related active mode facilities for the public interest in Pierce County.

(2) Registered Office and Registered Agent. The registered office of the corporation shall be located in the State of Washington at such place as may be fixed from time to time by the Board of Directors upon filing of such notices as may be required by law, and the registered agent, who shall be selected by the Board of Directors, shall have a business office identical with such registered office.

**ARTICLE II
Membership**

(1) Membership. ForeverGreen Trails is a membership organization. Membership is initiated or renewed by making proper payment of membership fees.

(2) Membership Duration. Members can join at any time throughout the year. A membership lasts one full year from date of payment.

(3) Membership Types & Representatives. Initial membership types are: Jurisdictional, Nonprofit, Corporate/Business, and Individual. Membership types may be updated by the Board of Directors annually. Jurisdictional, Nonprofit, and Corporate/Business members shall each designate a person to represent them to ForeverGreen Trails. They may indicate an alternate person to represent them as well and may recall or replace either representative at any time.

(4) Membership Rights. All membership types confer the right of one vote and the ability to serve on the Board of Directors. These rights cease when the membership expires. No person may hold more than one membership for purposes of these rights.

(5) Membership Benefits and Fees. Memberships may have additional benefits beyond the rights listed above. These benefits and their respective fees are developed and updated by the Board of Directors.

(6) Member Meetings. Member meetings shall be open to all, however, only those with current memberships shall have voting privileges. The Annual Meeting shall be held on a time, date and at a place set by the president and at least ten (10) days written notice thereof shall be given to the members through electronic message. Notice shall be deemed to have been given on the date an electronic message is sent and the announcement is posted on the organization's website. Additional member meetings may be held throughout the year as determined by the Board of Directors.

ARTICLE III Board of Directors

(1) Number and Term. The management of all the affairs, property and interest of the corporation shall be vested in a Board of Directors consisting of nine (9) directors. The Board of Directors shall include four (4) jurisdiction representatives, three (3) nonprofit representatives, and two (2) at-large individual or corporate members. The directors shall be elected by the Membership for a term of three (3) years and until their successors are elected.

(2) Term Limits. Directors shall be limited to two terms of service on the Board. Following this, one full year must elapse before that individual is again eligible to serve full terms on the Board of Directors.

(3) Vacancies. Vacancies on the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors. Those appointed to the Board of Directors in this manner shall only serve until the next Annual Meeting of the membership. Service in such an appointed position does not count towards term limits for Directors.

(4) Removal of Directors. Any director may be removed, with or without cause, by a two-thirds (2/3) majority vote of all the directors entitled to vote at a meeting of the Board of Directors called for such purpose. A board member's unexcused absence for three consecutive meetings may be cause for removal. Such removal does not change the individual's or representative's membership rights or benefits.

(5) Nepotism. No relative by blood or marriage of any paid employee or any member of the Board of Directors shall be employed at the staff level of the corporation and no paid employee or relative of a paid employee may serve on the Board of Directors of the corporation.

(6) Conflict of Interest. Any conflict between any business interest of a director and that of the corporation shall promptly be disclosed to the Board by the director according to the adopted Conflict of Interest policy. As ForeverGreen Trails exists for the benefit and promotion of trails and agencies who develop those trails, supporting public and private partners to achieve that end is an expected action of the Board.

(7) Regular Board Meetings. Regular Board meetings shall be held at least six times a year on a date, time and at a place set by the Board of Directors.

(8) Special Board Meetings. Special Board meetings may be called by the President, or upon written request by a majority of the Directors then serving in office.

(9) Notice of All Board Meetings. Notice of all Board Meetings shall be given to each Director at least three (3) business days prior to the date of the meeting by letter, fax, electronic message or personal delivery. Notice shall be deemed to have been given on the date a letter is deposited in the U.S. Mail, on the date an electronic message is sent, or on the date notice is personally delivered.

(10) Quorum. A quorum of the Board of Directors shall be a simple majority of the Directors currently in office. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless law or these Bylaws require the act of a greater number.

(11) Rules of Procedure. Roberts' Rules of Order, revised, (Small Board Rules section) shall govern all procedures used for the conduct of the business of the corporation.

(12) Waiver of Notice. Attendance of a director or a committee member at a meeting shall constitute a waiver of notice of such meeting, except where a director or a committee member attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A waiver of notice signed by the director or directors, whether before or after the time stated for the meeting, shall be equivalent to the giving of notice.

(13) Registering Dissent. A director who is present at a meeting of the Board of Directors at which action on a corporate matter is taken shall be presumed to have assented to such action unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting, before the adjournment thereof, or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

(14) Remuneration. Directors shall receive no regular compensation for their service but may receive reimbursement for reasonable expenditures incurred on behalf of the corporation. No stated salary shall be paid to members of the Board of Directors for their service. Directors may receive benefits explicitly provided through membership.

(15) Loans. The corporation shall not loan money or credit to the members of its Board of Directors.

(16) Action of Board Members by Communications. Board Members may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

(17) Proxy and Email Voting. Neither proxy nor email voting is allowed.

(18) Transitional Board. The Board of Directors at the time of adopting these Bylaws are appointed to a special term of service on a Transitional Board of Directors with the same Officers, however Officer election shall occur annually per these Bylaws. At the Annual Meeting in 2022, all board seats shall be up for election. Four of the Board seats in this election shall be for a shortened two-year term. The remaining board seats shall be for a normal three-year term. The Transitional Board shall nominate the Board to be elected at the Annual Meeting in 2022. This nomination process shall clearly communicate to the membership which candidates are standing for each length of term. The following exceptions are made for members of the Transitional Board of Directors:

(a) They shall have all the rights of membership without the requirement of having or representing a paid membership until April 1, 2022.

(b) The quotas and requirements for the membership types that comprise the Board of Directors shall be suspended.

(c) Service on the Transitional Board shall not count towards term limits.

ARTICLE IV

Officers

(1) The officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board. The office of President and Vice President shall first be open exclusively to Jurisdiction representatives. If Jurisdiction representatives do not fill either of both of those officer positions, then other Directors may fill those roles. Other officers and assistant officers may be elected or appointed by the Board, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any officer may be assigned by the Board any additional title that the Board deems appropriate. Any two or more offices may be held by the same person, except the offices of President and Secretary. All officers must be Directors of the corporation.

(2) The officers of the corporation shall be elected each year by the Board at the last meeting of the Board in a calendar year. Unless an officer dies, resigns, or is removed from office, he or she shall hold office for one year or until their successor is elected.

(3) Any officer may resign at any time by delivering written notice to the President, the Vice President, the Secretary or the Board, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(4) Any officer or agent elected or appointed by the Board may be removed by the affirmative vote of two-thirds of the Board whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(5) A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

(6) The President shall be the chief officer of the corporation, and, subject to the Board's control, shall supervise all of the assets, employees, business and affairs of the corporation. The President shall preside over meetings of the Board. The President may sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to him or her by the Board from time to time.

(7) In the event of the death of the President or his or her inability to act, the Vice President shall perform the duties of the President, except as may be limited by resolution of the Board, with all the powers of and subject to all the restrictions upon the President. The Vice President shall have, to the extent authorized by the President or the Board, the same powers as the President to sign deeds, mortgages, bonds, contracts or other instruments. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board.

(8) The Secretary shall: (a) keep or cause to be kept the minutes of meetings of the Board and any minutes which may be maintained by committees of the Board; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the corporation; (d) keep records of the post office address of each Director and officer; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board.

(9) The Treasurer shall be responsible for oversight of the funds and securities of the Foundation and ensure they are paid out only by paper check or by legally accepted electronic means in a manner authorized by the Board of Directors. The Treasurer shall ensure that moneys due and payable from any source are received and receipts given, and that all such moneys are deposited in the name of the corporation to such federally insured financial institution(s) as shall be selected by the Board of Directors. The Treasurer shall provide or cause to be provided to the Board regular financial statements. The Treasurer shall in general perform all the duties incident to the office of treasurer and such other duties as may be assigned by the President or by the Board of Directors.

(10) At the discretion of the Board of Directors an individual may be elected as the Secretary-Treasurer who shall have the combined duties described in Sections 4.8 and 4.9.

(11) The officers shall receive no regular compensation for their service but may receive reimbursement for reasonable expenditures incurred on behalf of the corporation.

ARTICLE V

Executive Director

The corporation may employ an Executive Director who shall be appointed, employed, and discharged by the Board. If employed, the Executive Director shall serve as an ex-officio, non-voting, member of the Board and Executive Committee. For the purpose of determining the number of Directors serving the corporation, the Executive Director shall not be considered a member of the Board. The Board of Directors, with input from the Executive Director, shall set the job description, responsibilities, workplan and performance standards for the Executive Director.

ARTICLE VI

Depositories

The moneys of the corporation shall be deposited in the name of the corporation in such bank or banks or trust company or trust companies, as the Board of Directors shall designate. Moneys shall be drawn out only by check or other order for payment of money signed by such persons and in such manner as may be determined by resolution of the Board of Directors and in keeping with the pertinent limitations on the use of such moneys.

ARTICLE VII
Limitation on Liability of Directors

The liability of the directors of the corporation shall be limited in accordance with the provisions contained in the Articles of Incorporation.

ARTICLE VIII
Indemnification of Officers, Directors, Employees and Agents

(1) Definitions: As used in this Article:

(a) “Action” means any actual or threatened claim, suit or proceeding, whether civil, criminal, administrative or investigative.

(b) “Another Enterprise” means a corporation (other than the Corporation), partnership, joint venture, trust, association, committee, employee benefit plan or other group or entity.

(c) “Corporation” means and any constituent corporation (including any constituent of a constituent) absorbed by the Corporation in a consolidation or merger.

(d) “Director or Officer” means each person who is serving or who has served as trustee, director or officer of the Corporation or, at the request of the Corporation, as a trustee, director, officer, employee, partner or agent of Another Enterprise.

(e) “Indemnatee” means each person who was, is or is threatened to be made a party to or is involved (including without limitation, as a witness) in an Action because the person is or was a trustee or officer of the Corporation.

(f) “Loss” means loss, liability, expenses (including attorneys’ fees), judgment, fines, ERISA excise taxes or penalties and amounts to be paid in settlement, actually and reasonably incurred or suffered by an Indemnatee in connection with an Action.

(2) Right to Indemnification: The Corporation shall indemnify and hold each Indemnatee harmless against any and all Loss except for Losses arising out of: the Indemnatee’s acts or omissions finally adjudged to be intentional misconduct or a knowing violation of law or any transaction in which it is finally adjudged that the Indemnatee personally received a benefit in money, property or services to which the Indemnatee was not legally entitled. Except as provided in Section (4) of this Article, the Corporation shall not indemnify an Indemnatee in connection with an Action (or part thereof) initiated by the Indemnatee unless such Action (or part thereof) was authorized by the Board of Directors of the Corporation. If, after the effective date of this Article, The Washington Nonprofit Corporation Act is amended to authorize further indemnification of directors and officers, then Directors and Officers of this Corporation shall be indemnified to the fullest extent permitted by the Washington Nonprofit Corporation Act, as so amended.

(3) Burden of Proof and Procedure for Payment:

(a) The Indemnatee shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (including a claim for expenses incurred in defending any Action in advance of its final disposition, where the undertaking in (b) below has been tendered to the Corporation), and thereafter the Corporation shall have the burden of proof to overcome the presumption that the Indemnatee is so entitled.

(b) The right to indemnification conferred in this Article shall include the right to be paid by the Corporation all expenses (including attorneys' fees) incurred in defending any Action in advance of its final disposition; provided, however, that the Action shall be made upon delivery to the Corporation of an undertaking, by or on behalf of such Director or Officer, to repay all amounts so advanced if it shall ultimately be determined that such trustee or officer is not entitled to be indemnified under this Article or otherwise.

(4) Right of Indemnitee to Bring Suit. If a claim under this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be 20 days, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the Indemnitee shall be entitled to be paid also the expense of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the Indemnitee is not so entitled.

(5) Non-exclusivity of Rights: The right to indemnification and the payment of expenses incurred in defending an Action in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of disinterested directors or otherwise.

(6) Insurance, Contracts and Funding: The Corporation may maintain insurance, at its expense, to protect itself and any Director, Officer, employee or agent of the Corporation or Another Enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Nonprofit Corporation Act. The Corporation may, without further corporate action, enter into contracts with any Trustee or officer of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

(7) Indemnification of Employees and Agents of the Corporation: The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of an Action to employees and agents of the Corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of the Corporation or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act or otherwise.

(8) Contract Right: Rights of indemnification under this Article shall continue as to an Indemnitee who has ceased to be a Director or Officer and shall inure to the benefit of his or her heirs, executors and administrators. The right to indemnification conferred in this Article shall be a contract right upon which each Director or Officer shall be presumed to have relied in

determining to serve or to continue to serve as such. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a Director or Officer of the Corporation for or with respect to any acts or omissions of such Director or Officer occurring prior to such amendment or repeal.

(9) Severability: If any provision of this Article or any application thereof shall be invalid, unenforceable or contrary to applicable law, the remainder of this Article, or the application of such provisions to persons or circumstances other than those as to which it is held invalid, unenforceable or contrary to applicable law, shall not be affected thereby and shall continue in full force and effect.

ARTICLE IX Committees

(1) General: The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more standing or temporary committees, each of which shall consist of two or more Directors. Such committees shall have and exercise the authority of the Directors in the management of the corporation, subject to such limitations as may be prescribed by the Board and by applicable Washington law, except that no committee shall have the authority to: (a) amend, alter or repeal these Bylaws; (b) elect, appoint or remove any member of any other committee or any Director or officer of the corporation; (c) amend the Articles of Incorporation; (d) adopt a plan of merger or consolidation with another corporation; (e) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the corporation not in the ordinary course of business; (f) authorize the voluntary dissolution of the corporation or revoke proceedings therefor; (g) adopt a plan for the distribution of the assets of the corporation; or (h) amend, alter or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by a committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it, him or her by law.

(2) Executive Committee: The Corporation shall have a standing Executive Committee that may act on behalf of the full board between board meetings or in urgent circumstances. The officers of the Board of Directors shall serve as the voting members of the Executive Committee. The Board may provide additional powers to the Executive Committee. Written records of the Executive Committee meetings shall be kept and presented to the Board of Directors at its next meeting. The powers of the Executive Committee shall be reviewed annually by the Board of Directors.

ARTICLE X Fiscal Year

The fiscal year of the corporation shall be the calendar year.

ARTICLE XI Seal

The corporation shall have no seal.

ARTICLE XII
Books and Records

- (1) The corporation shall keep at its registered office, its principal office in this state, and at its Secretary's office if in this state, the following:
- (a) Current Articles and Bylaws;
 - (b) Correct and adequate records of accounts and finances;
 - (c) A record of officers' and directors' names and addresses; and
 - (d) Minutes of the proceedings of the Board of Directors and any minutes which may be maintained by committees of the Board of Directors.
- (2) Such records may be written, or electronic, or online if access is provided for the Secretary.

ARTICLE XIII
Amendments

Only the Board of Directors shall have power to make, alter, amend and repeal the Bylaws of this corporation and such action shall require a three-fifths (3/5) majority vote of all of the directors then holding office. Copies of any proposed changes to the Bylaws shall be delivered to members of the Board of Directors by letter, fax, electronic message or personal delivery at least fifteen (15) days prior to any meeting at which the proposed changes are to be voted on.

ADOPTED: May 26, 2005

AMENDED: April 14, 2010

AMENDED: January 11, 2017

AMENDED: July 14, 2021



ForeverGreen Trails

Connecting Pierce County Communities with Trails

INVOICE 2022-JM5

Date: July 29, 2022

To: Metro Parks Tacoma

Re: Jurisdiction Membership ForeverGreen Trails

Jurisdictions like yours are key partners in a collaborative effort to build out and maintain a system of trails that connect all communities in Pierce County. Please see the included resource detailing the benefits of jurisdiction membership. Your membership also entails one vote at our Annual Meeting (date TBD) and the ability to have a representative serve on our Board of Directors if elected or appointed. We ask that you please inform us who will serve as a representative for your jurisdiction as well as an alternate in case of need. Your representative and alternate can be a staff member or elected official. Since several staff across multiple departments (as well as elected officials) might have interests in our activities, we welcome anyone from your jurisdiction to receive our communications and meeting agendas and attend our meetings. Please contact us for more information at info@forevergreentrails.org or to request adding people to our communication list (traffic on the list is very light — usually 1 or 2 emails per month).

We welcome your jurisdiction's involvement, questions, and suggestions to help us better serve our members and through them, the public at large. Thank you for your support in improving the health, wellbeing, mobility, and enjoyment of the citizens and visitors of our service area of Pierce County.

ForeverGreen Trails Organizational Annual Membership

Jurisdictions between 10,000 & 24,999 population — Amount Due: \$1,000.00

Please remit payment to:

ForeverGreen Trails
243 S. 55th Street
Tacoma, WA 98408

Payment by check is preferred. If you need to pay this invoice via Electronic Funds Transfer, using a payment card online, or if you need us to submit an invoice through your jurisdiction's online billing system, please contact us at: info@forevergreentrails.org or 360-357-3871. Thank you.

Larry Leveen

Larry Leveen
Executive Director



City Of Edgewood Council Agenda Summary Sheet

Subject: Edgewood Community Park - Change Order #6A	Agenda Item #: 2.G
	For Agenda of: 12/6/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. Edgewood CO 6 2. Edgewood PE 11	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: \$3,818,361.13 (before tax) Amount Budgeted: \$3,773,104.36 (before tax) Timeline: 12/06/2022 SS 12/13/2022 RCM

Summary Statement:

Council authorized Resolution 21-0559 on April 13, 2021, amending the original contract to allow for administrative change orders, in an amount not to exceed 115% of the original contract. Since that contract amendment, staff has executed Change Orders 2A, 3A, 4A, and 5A, all staying below the established threshold.

Attached is Change Order 6A (CO6A) for Council's review and consideration. CO6A installs a memorial bench for long-time local parks advocate Diane Kerlin (costs to be partially recovered via donations), repairs concrete curbing damaged by a commercial truck (costs to be recovered via insurance claim), and formalizes a final reconciliation of construction quantities (work in progress). Upon Council's approval of CO6A, staff recommends processing final payment to the contractor, which can be presented for Council's authorization in the next payment batch.

Item History:

09/01/2020 SS
 09/08/2020 RCM
 04/06/2021 SS
 04/13/2021 RCM

Recommended Action:

Hold a discussion and provide staff guidance regarding Edgewood Community Park - Change Order #6A

Fiscal Note/Consideration:

Per Resolution 21-0559, the total contract limit is \$3,789,738.75 (before tax). The final pay request amount

total, with CO6A, comes to \$3,818,361.13 (before tax), warranting Council's review and authorization.

CHANGE ORDER

Project Title Edgewood Community Park
Owner City of Edgewood **Contractor Name** Active Construction
Change Order No. 6A **Contractor Address** 5110 River Road East
Tacoma, WA 98443
Change Order Date November 23,
2022

The following changes are hereby made to the Contract Documents:

SCHEDULE A: EDGEWOOD COMMUNITY PARKS

ITEM 1 of CO 6A: Provide and Install an Additional Bench for Memorial

City is requesting an additional bench be installed in the park.

Justification: City request.

Cost: \$ 6,312.80

ITEM 2 of CO 6A: Curbing Repair

Curbing was damaged at the park from a semi truck utilizing the parking lot as a turn around.

Justification: City request. Reimbursement to come from insurance.

Cost: \$4,600.27

No.	Description	Quantity	Unit Price	Total
1	Install Memorial Bench	1 LS	\$ 6,312.80	\$ 6,312.80
2	Curb Repair	1 LS	\$ 4,600.27	\$ 4,600.27
	Total			\$ 10,913.07

Justification: The additional work is at the request of the Contracting Agency. Signing of this change order will indicate no additional claims will be made in regard to the above items.

Working Days: There are no changes to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):\$3,295,425.00
Current Contract Amount, as adjusted by previous change orders:.....\$3,773,104.36
The Contract Amount due to this Change Order will be increased by:.....\$10,913.07
The new Contract Amount (without tax) due to this Change Order will be:.....\$3,784,017.43

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 0 working days.

The Physical Completion Contract Time will be increased by 0 working days, for a total of 150 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

**ACTIVE
CONSTRUCTION
INCORPORATED
(ACCEPTED)**



Date 11/23/22

**CITY OF EDGEWOOD
(ACCEPTED)**

Date _____

BIDDER		ENGINEER'S ESTIMATE		ACTIVE CONSTRUCTION, INC. 5110 River Road East Tacoma, WA 98443 500,933-00 ACTIVC1164JL		11/2022 Pay Request		Previous Requests		Contract Amount Remaining		
BIDDER ADDRESS												
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.												
WASHINGTON STATE CONTRACTOR'S REG. NUMBER												
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	Quantity Complete	Pay Amount	Quantity Complete	Previous Total	Quantity Remaining	Remaining Balance
SCHEDULE A: EDGEWOOD COMMUNITY PARK												
1	Mobilization/Demobilization	1 LS	\$128,474.13	\$128,474.13	\$321,450.00	\$321,450.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
2	Concrete Paving Curbs, Subslabs and Ramps	1 LS	\$168,660.39	\$168,660.39	\$181,900.00	\$181,900.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
3	Play Equipment	1 LS	\$487,254.70	\$487,254.70	\$674,250.00	\$674,250.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
4	Prefabricated Structures	1 LS	\$174,899.70	\$174,899.70	\$217,300.00	\$217,300.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
5	Electrical	1 LS	\$66,849.75	\$66,849.75	\$74,000.00	\$74,000.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
6	Earthwork	1 LS	\$320,109.57	\$320,109.57	\$232,500.00	\$232,500.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
7	Site Clearing	1 LS	\$117,124.43	\$117,124.43	\$121,600.00	\$121,600.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
8	Temporary Erosion and Sediment Control	1 LS	\$58,510.32	\$58,510.32	\$47,150.00	\$47,150.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
9	Base Course	1 LS	\$33,577.50	\$33,577.50	\$67,700.00	\$67,700.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
10	Asphalt Pavement	1 LS	\$246,558.67	\$246,558.67	\$109,750.00	\$109,750.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
11	Crushed Stone Surfacing	1 LS	\$27,992.65	\$27,992.65	\$17,300.00	\$17,300.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
12	Pavement Markings and Signage	1 LS	\$15,418.79	\$15,418.79	\$6,300.00	\$6,300.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
13	Traffic Gate	1 LS	\$3,907.20	\$3,907.20	\$12,000.00	\$12,000.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
14	Engineered Wood Fiber Safety Surfacing	370 CY	\$45.58	\$16,864.81	\$55.00	\$20,350.00	0	\$0.00	427	\$0.00	-57	(\$3,135.00)
15	Play Area Synthetic Surfacing	1,150 SF	\$29.46	\$33,882.75	\$22.00	\$25,300.00	0	\$0.00	2208	\$0.00	-1058	(\$23,276.00)
16	Chain Link Fence and Gates	500 LF	\$6.11	\$3,052.50	\$36.00	\$18,000.00	0	\$0.00	500	\$0.00	0	\$0.00
17	Rail Fence	1,600 LF	\$21.51	\$34,417.55	\$22.00	\$35,200.00	0	\$0.00	1600	\$0.00	0	\$0.00
18	Wood Fence Enclosure	1 LS	\$4,468.86	\$4,468.86	\$6,700.00	\$6,700.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
19	Site Furnishings	1 LS	\$56,202.63	\$56,202.63	\$87,500.00	\$87,500.00	5%	\$4,375.00	95%	\$0.00	0%	\$0.00
20	Irrigation	1 LS	\$169,015.40	\$169,015.40	\$190,200.00	\$190,200.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
21	Planting and Hydroseeding	1 LS	\$416,227.27	\$416,227.27	\$280,000.00	\$280,000.00	5%	\$14,000.00	95%	\$0.00	0%	\$0.00
22	Water Distribution	1 LS	\$12,747.24	\$12,747.24	\$16,700.00	\$16,700.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
23	Sanitary Sewer System	1 LS	\$35,000.00	\$35,000.00	\$42,000.00	\$42,000.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
24	Storm Drainage	1 LS	\$80,311.28	\$80,311.28	\$62,600.00	\$62,600.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
25	Subdrain System	1 LS	\$28,388.25	\$28,388.25	\$28,750.00	\$28,750.00	0%	\$0.00	100%	\$0.00	0%	\$0.00
CO1	Change Order 1A	1 LS			\$19,237.87		0%	\$0.00	100%	\$0.00	0%	\$0.00
CO2	Change Order 2A	1 LS			\$124,443.26		0%	\$0.00	100%	\$0.00	0%	\$0.00
CO3	Change Order 3A	1 LS			\$10,806.81		0%	\$0.00	100%	\$0.00	0%	\$0.00
CO4	Change Order 4A	1 LS			\$8,272.68		0%	\$0.00	100%	\$0.00	0%	\$0.00
CO5	Change Order 5A	1 LS			\$34,918.74		0%	0	100%	\$0.00	0%	\$0.00
CO6	Change Order 6A	1 LS			\$10,913.07		100%	\$10,913.07	100%	\$0.00	0%	\$0.00
Subtotal, Schedule A				\$2,739,916.34		\$2,896,500.00		\$29,288.07		\$0.00		(\$26,411.00)
Sales Tax @ 10%				\$271,251.72		\$286,753.50		\$2,928.81				
TOTAL CONSTRUCTION COST, SCHEDULE A				\$3,011,168.06		\$3,183,253.50		\$32,216.88				

BIDDER	ITEM	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	AMOUNT	ACTIVE CONSTRUCTION, INC. UNIT PRICE	AMOUNT	4/2022 Pay Request	Previous Requests	Contract Amount Remaining
NO.	SCHEDULE B: MERIDIAN SEWER EXTENSION								
1	Mobilization/Demobilization	1 LS	\$45,000.00	\$45,000.00	\$10,000.00	\$10,000.00	0%	100% \$10,000.00	0% \$0.00
2	Project Temporary Traffic Control	1 LS	\$15,000.00	\$15,000.00	\$31,160.00	\$31,160.00	0%	100% \$31,160.00	0% \$0.00
3	Temporary Erosion and Sediment Control	1 LS	\$3,500.00	\$3,500.00	\$4,050.00	\$4,050.00	0%	100% \$4,050.00	0% \$0.00
4	Base Course	1 LS	\$8,750.00	\$8,750.00	\$9,500.00	\$9,500.00	0%	100% \$9,500.00	0% \$0.00
5	Asphalt Pavement	1 LS	\$48,000.00	\$48,000.00	\$33,500.00	\$33,500.00	0%	100% \$33,500.00	0% \$0.00
6	Temporary HMA	150 TN	\$180.00	\$27,000.00	\$233.00	\$34,950.00	0.00	150 \$34,950.00	0 \$0.00
7	Controlled Density Fill	10 CY	\$200.00	\$2,000.00	\$300.00	\$3,000.00	0.00	10 \$3,000.00	0 \$0.00
8	Planing Bituminous Pavement	1 LS	\$12,000.00	\$12,000.00	\$31,650.00	\$31,650.00	0%	100% \$31,650.00	0% \$0.00
9	Trench Excavation Safety System	1 LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	0%	100% \$500.00	0% \$0.00
10	Manhole 48 In. Diam., Including Excavation and Backfill	4 EA	\$12,000.00	\$48,000.00	\$5,400.00	\$21,600.00	0	4 \$21,600.00	0 \$0.00
11	PVC Sanitary Sewer Pipe, 8 In. Diam., Including Trenching and Backfill	650 LF	\$200.00	\$130,000.00	\$153.00	\$99,450.00	0	718 \$109,854.00	-68 (\$10,404.00)
12	Side Sewer Pipe, 6 In. Diam., Including Trenching and Backfill	360 LF	\$160.00	\$57,600.00	\$218.00	\$78,480.00	0	312 \$68,016.00	48 \$10,464.00
	Change Order 1B	1 LS			\$280,000.00	\$0.00	0%	100% \$280,000.00	0% \$0.00
	Subtotal, Schedule B			\$416,850.00		\$357,840.00		\$637,780.00	
	Sales Tax @10.00%			\$41,268.15		\$35,784.00		\$0.00	
	TOTAL CONSTRUCTION COST, SCHEDULE B			\$458,118.15		\$393,624.00		\$0.00	
	ADDITIVE ITEM 2								
1	Play Area Synthetic Surfacing	2,800 SF	\$29.46	\$82,497.13	\$16.50	\$46,200.00	0	2800	0 \$0.00
2	Deduct Engineered Wood Fiber Safety Surfacing	93 CY	(\$45.58)	(\$4,238.99)	(\$55.00)	(\$5,115.00)			
	Subtotal, Additive Item 2			\$78,258.14		\$41,085.00		\$41,085.00	\$0.00
	Sales Tax @ 10.00%			\$7,825.81		\$4,108.50		\$4,108.50	\$0.00
	TOTAL CONSTRUCTION COST, ADDITIVE ITEM 2			\$86,083.95		\$45,193.50		\$45,193.50	\$0.00
	Current Pay Request					\$32,216.88		Previous Retainage	\$2,223.88
	Total Payment					\$32,216.88			
	Approved by Contractor:					11/23/22			
	Approved by City:								



City Of Edgewood Council Agenda Summary Sheet

Subject: GSP Update Contract Amendment #5	Agenda Item #: 2.H
	For Agenda of: 12/6/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT RES - G&O GSP Update Fifth Amendment to PSA 2. FIFTH AMENDMENT G&O GSP Update	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Daryl Eidingen	Expenditure Required: \$276,495 Amount Budgeted: \$276,495 Timeline: 12/06/2022 SS 12/13/2022 RCM

Summary Statement:

The currently adopted General Sewer Plan (GSP) was developed by Parametrix, Inc. in 2004, then approved by the Department of Ecology and adopted by the City of Edgewood in June 2007. An amendment to the City of Fife's Sewer Plan was completed in 2014 and adopted by Fife in 2016, allowing sewer connections in the Non-Core Phase 1 West area. Edgewood's adopted plan currently prohibits sewer extensions and connections outside of the Phase One service area until 2027 or later, but staff and Council recognize the potential need to provide sanitary sewer service to existing residents with at-risk or failing septic systems in a more timely fashion. For these reasons, Council authorized a contract with Gray & Osborne, Inc. (G&O) to update the GSP in August 2019 with Resolution 19-0470. Since the Agreement was originally executed, the City and G&O agreed to a First Amendment which was executed by Resolution 20-0528 on October 13, 2020, a Second Amendment executed by Resolution 21-0566 on June 8, 2021, a Third Amendment executed by Resolution 22-0616 on March 8, 2022, and a Fourth Amendment executed by Resolution 22-0636 on August 23, 2022.

In order to allow more time for inter-agency coordination and review by the approving authority, the Washington State Department of Ecology, the City and G&O now wish to extend the contract termination date to December 31, 2023, requiring no additional scope of work or compensation. This extension requires an amendment to the agreement, as detailed in the attached draft resolution.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding GSP Update Contract Amendment #5

Fiscal Note/Consideration:
N/A

RESOLUTION NO. 22-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, PIERCE COUNTY,
WASHINGTON, AUTHORIZING THE MAYOR TO
ENTER INTO A FOURTH AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
GRAY & OSBORNE TO UPDATE THE CITY'S
GENERAL SEWER PLAN**

WHEREAS, by passing Resolution 19-0470 on August 13, 2019, the City Council authorized execution of a Professional Services Agreement ("Agreement") with Gray & Osborne, Inc. ("G&O") to update the City's General Sewer Plan; and

WHEREAS, the City Council authorized the First Amendment to the Agreement by passing Resolution 20-0528 on October 13, 2020; and

WHEREAS, the City Council authorized the Second Amendment to the Agreement by passing Resolution 21-0566 on June 8, 2021; and

WHEREAS, the City Council authorized the Third Amendment to the Agreement by passing Resolution 22-0616 on March 8, 2022; and

WHEREAS, the City Council authorized the Fourth Amendment to the Agreement by passing Resolution 22-0636 on August 23, 2022; and

WHEREAS, since the Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment were executed, the City and Consultant have determined that additional time is needed in order to complete the scope of work as previously agreed; and

WHEREAS, in order to allow additional time, which both parties desire, the City and Consultant have mutually agreed to further amend the Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to enter into the Fifth Amendment to Professional Services Agreement, attached hereto, between the City of Edgewood and G&O, in a substantial form as attached to this resolution and incorporated herein as Exhibit A.

ADOPTED THIS 13TH DAY OF DECEMBER, 2022.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

Fifth Amendment to the Professional Services Agreement between the
City of Edgewood and Gray And Osborne, Inc for the
2019 General Sewer Plan Update

DRAFT

**FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND GRAY AND OSBORNE, INC FOR THE
2019 GENERAL SEWER PLAN UPDATE**

Section I. Date and Parties.

This document (“Fifth Amendment”), is dated the 18th day of November, 2022, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation (“City”) and Gray & Osborne, Inc. (“Consultant”). This Fifth Amendment modifies the Professional Services Agreement dated August 13, 2019, the First Amendment dated October 13, 2020, the Second Amendment dated June 8, 2021, the Third Amendment dated March 8, 2022, and the Fourth Amendment dated August 23, 2022, all by and between the City and Consultant (collectively, the “Agreement”).

Section II. General Recitals.

A. The City and Consultant entered into the Agreement for the purposes of allowing the Consultant to perform engineering and planning services described therein.

B. Since the Agreement and subsequent Amendments were executed, the City and Consultant have determined that additional time is needed in order to complete the scope of work as previously agreed,

C. In order to allow additional time, the City and Consultant have now mutually agreed to further amend the Agreement as set forth in this Fifth Amendment.

Section III. Amendments to the Agreement.

A. Section 3. Terms. Section 3 of the amended Agreement is hereby amended to read as follows:

This Agreement shall commence on August 14, 2019, (“Commencement Date”) and shall terminate on December 31, ~~2022~~ 2023, unless extended or terminated in writing as provided herein.

Section IV. Other Terms Unchanged. All other terms of the Agreement remain unchanged and enforceable. This Fifth Amendment is intended to modify the terms and conditions of the Agreement only insofar as such modifications are set forth in this Amendment; all other provisions shall remain unchanged and in full effect. In the case of any conflict between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, the provisions of this Fifth Amendment shall control.

DATED: This 18th day of November, 2022.

CITY OF EDGEWOOD

By: _____

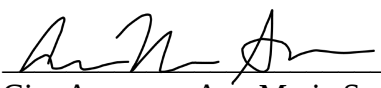
Its: Mayor, Daryl Eidingen

Date: _____

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:



City Attorney, Ann Marie Soto

CONSULTANT

By:  _____

Printed Name: Michael B. Johnson, P.E.

Its: _President _____

Date: _November 22_____, 2022



City Of Edgewood Council Agenda Summary Sheet

Subject: Final 2023 Budget	Agenda Item #: 2.I						
	For Agenda of: 12/6/2022						
	Prepared by: Dave Gray						
Attachments (list): 1. ORDINANCE NO. 22-XXXX, ADOPTING THE BUDGET AND SALARY SCHEDULE FOR THE 2023 FISCAL YEAR 2. 2023 Salary Schedule Exhibit A picture							
Approval of Materials: Dave Gray Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	<table> <tr> <td>11/28/2022</td><td> Expenditure Required: \$36,706,551 </td></tr> <tr> <td>11/28/2022</td><td> Amount Budgeted: \$36,706,551 </td></tr> <tr> <td>11/28/2022</td><td> Timeline: Budget Calendar </td></tr> </table>	11/28/2022	Expenditure Required: \$36,706,551	11/28/2022	Amount Budgeted: \$36,706,551	11/28/2022	Timeline: Budget Calendar
11/28/2022	Expenditure Required: \$36,706,551						
11/28/2022	Amount Budgeted: \$36,706,551						
11/28/2022	Timeline: Budget Calendar						

Summary Statement:

This Ordinance represents the final product of the 2023 Fiscal Budgeting process. The ordinance provides the city the appropriated budget authorizing the mayor's expenditure for labor, service and capital projects within the existing spending levels and parameters guided by State RCW, Local Municipal Code, and internal accounting and administrative compliance policies IAAC).

Item History:

Recommended Action:

Review and discuss the Ordinance and recommend further review or movement of the ordinance to ordinary business on the December 13, 2022 Regular Council Meeting agenda.

Fiscal Note/Consideration:

ORDINANCE NO. 22-XXXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON, ADOPTING
THE BUDGET AND SALARY SCHEDULE FOR THE 2023
FISCAL YEAR; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, State law, Chapter 35A.33 RCW, requires the City of Edgewood adopt an annual budget and provides procedures for such; and

WHEREAS, a preliminary budget for the fiscal year 2023 has been prepared and filed in the Office of the City Clerk for the City of Edgewood; and

WHEREAS, the City Council of the City of Edgewood held public hearings on November 8th and November 22nd, 2022, regarding the proposed budget and revenues and has deliberated and made adjustments and changes deemed necessary and proper;

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

Section 1. 2023 Budget Adoption and Funds Appropriated. The 2023 Annual Budget for the City of Edgewood, Washington, on file in the Office of the City Clerk, covering the period of January 1, 2023, through December 31, 2023, with regular revenues and unencumbered fund balances of \$36,706,551 and expenditures and ending fund balances of \$36,706,551, is hereby approved and adopted. The respective amounts for the several funds of the City of Edgewood are hereby fixed and adopted as follows:

<i>Fund Name</i>	<i>Fund</i>	<i>Appropriated</i>
General Fund	001	\$15,128,989
Strategic Reserve Fund	005	\$1,600,473
Street Fund	101	\$1,551,420
Park Impact Fee Fund	110	\$860,000
Traffic Impact Fee Fund	111	\$4,599,854
Municipal Capital Reserve (REET1) Fund	130	\$850,000
Municipal Capital Reserve (REET2) Fund	132	\$850,000
Civic Center Debt Service Fund	201	\$394,736
LID No.1 Debt Service Fund	202	\$1,543,346
LID No. 1 Reserve Fund	203	\$614,806
Capital Parks Fund	310	\$1,130,000
Capital Roads Fund	340	\$2,000,000
Transportation Improvement Board Fund	350	\$1,105,000
Sewer Utility Fund	401	\$670,152
Sewer Capital Fund	402	\$105,000
Surface Water Utility Fund	410	\$2,377,701
Surface Water Capital Fund	411	\$710,044
Equip. & Facility Reserve Fund	501	\$615,031
<i>Total</i>		<i>\$36,706,551</i>

Section 2. 2023 Salary Schedule. The 2023 Salary Schedule for authorized positions, attached hereto as Exhibit A of this Ordinance, is hereby adopted by reference.

Section 3. Transmittal. The City Clerk is hereby authorized and directed to transmit a certified copy of this ordinance to the Association of Washington Cities, the Auditor of the State of Washington, and Municipal Research Services Center.

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

Section 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of final passage. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 13TH DAY OF DECEMBER, 2022

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney, Ann Marie J. Soto

Date of Publication: December XX, 2022
Effective Date: December XX, 2022

EXHIBIT "A"

ORDINANCE 22-XXXX 2023 APPROPRIATED BUDGET

CITY OF EDGEWOOD

2023 SALARY RANGE & STEP SCHEDULE

2023 Salary Commission Draft Wage Rate

2022 AWC Salary Survey = 4.0% COLA for 2023

Range	Job Title	2023 Monthly Wage Range						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FT-23-01	Administrative Assistant/Permit Tech	\$5,430	\$5,598	\$5,771	\$5,949	\$6,133	\$6,323	\$6,519
FT-23-01	Public Works Maintenance Worker	\$5,430	\$5,598	\$5,771	\$5,949	\$6,133	\$6,323	\$6,519
FT-23-02	Accounting/Administrative Tech	\$5,847	\$6,028	\$6,215	\$6,407	\$6,605	\$6,809	\$7,020
FT-23-02	Public Works Maintenance Worker II	\$5,847	\$6,028	\$6,215	\$6,407	\$6,605	\$6,809	\$7,020
FT-23-03	Permit Coordinator	\$6,147	\$6,337	\$6,533	\$6,735	\$6,944	\$7,158	\$7,380
FT-23-03	Planning Technician	\$6,147	\$6,337	\$6,533	\$6,735	\$6,944	\$7,158	\$7,380
FT-23-03	ROW Inspector	\$6,147	\$6,337	\$6,533	\$6,735	\$6,944	\$7,158	\$7,380
FT-23-03	Parks Maintenance Lead	\$6,147	\$6,337	\$6,533	\$6,735	\$6,944	\$7,158	\$7,380
FT-23-04	Field Supervisor	\$6,897	\$7,111	\$7,331	\$7,557	\$7,791	\$8,032	\$8,280
FT-23-04	Engineering Tech	\$6,897	\$7,111	\$7,331	\$7,557	\$7,791	\$8,032	\$8,280
FT-23-04	Associate Planner	\$6,897	\$7,111	\$7,331	\$7,557	\$7,791	\$8,032	\$8,280
FT-23-04	Code Compliance Specialist	\$6,897	\$7,111	\$7,331	\$7,557	\$7,791	\$8,032	\$8,280
FT-23-05	Communications Coordinator/Deputy City Clerk	\$7,734	\$7,973	\$8,220	\$8,474	\$8,736	\$9,007	\$9,285
FT-23-05	Development Review Coordinator	\$7,734	\$7,973	\$8,220	\$8,474	\$8,736	\$9,007	\$9,285
FT-23-05	Combination Inspector	\$7,734	\$7,973	\$8,220	\$8,474	\$8,736	\$9,007	\$9,285
FT-23-06	NPDES/Surface Water Program Coordinator	\$7,828	\$8,070	\$8,319	\$8,577	\$8,842	\$9,116	\$9,397
FT-23-07	Code Compliance Manager	\$7,889	\$8,133	\$8,385	\$8,644	\$8,912	\$9,187	\$9,471
FT-23-07	Accounting Manager	\$7,889	\$8,133	\$8,385	\$8,644	\$8,912	\$9,187	\$9,471
FT-23-07	Office Manager	\$7,889	\$8,133	\$8,385	\$8,644	\$8,912	\$9,187	\$9,471
FT-23-07	Information Technology Manager	\$7,889	\$8,133	\$8,385	\$8,644	\$8,912	\$9,187	\$9,471
FT-23-07	Combination Inspector/Plans Examiner	\$7,889	\$8,133	\$8,385	\$8,644	\$8,912	\$9,187	\$9,471
FT-23-08	Associate Engineer	\$8,374	\$8,633	\$8,900	\$9,175	\$9,459	\$9,751	\$10,053
FT-23-08	Senior Planner	\$8,374	\$8,633	\$8,900	\$9,175	\$9,459	\$9,751	\$10,053
FT-23-09	Principal Planner	\$8,625	\$8,892	\$9,167	\$9,450	\$9,742	\$10,044	\$10,354
FT-23-10	Building/Fire Code Official	\$8,994	\$9,272	\$9,559	\$9,855	\$10,159	\$10,474	\$10,798
FT-23-10	Planning Manager	\$8,994	\$9,272	\$9,559	\$9,855	\$10,159	\$10,474	\$10,798
FT-23-11	Senior Engineer	\$9,460	\$9,752	\$10,054	\$10,365	\$10,686	\$11,016	\$11,357
FT-23-11	Public Works Superintendent	\$9,460	\$9,752	\$10,054	\$10,365	\$10,686	\$11,016	\$11,357
FT-23-12	Chief Building/Fire Official	\$10,169	\$10,484	\$10,808	\$11,142	\$11,487	\$11,842	\$12,209
FT-23-12	City Engineer	\$10,169	\$10,484	\$10,808	\$11,142	\$11,487	\$11,842	\$12,209
FT-23-13	Information Technology Director	\$11,216	\$11,563	\$11,920	\$12,289	\$12,669	\$13,061	\$13,465
FT-23-13	City Clerk/ HR Director	\$11,216	\$11,563	\$11,920	\$12,289	\$12,669	\$13,061	\$13,465
FT-23-13	Public Works Director, PE	\$11,216	\$11,563	\$11,920	\$12,289	\$12,669	\$13,061	\$13,465
FT-23-13	Community & Economic Development Director	\$11,216	\$11,563	\$11,920	\$12,289	\$12,669	\$13,061	\$13,465
FT-23-13	Finance Director	\$11,216	\$11,563	\$11,920	\$12,289	\$12,669	\$13,061	\$13,465
FT-23-14	City Attorney	\$12,212	\$12,590	\$12,979	\$13,381	\$13,794	\$14,221	\$14,661
FT-23-14	Assistant City Administrator	\$12,212	\$12,590	\$12,979	\$13,381	\$13,794	\$14,221	\$14,661
All Steps are 3% lower than the higher step. All Comparables are at step 7 (AWC averages are top step).								
All Hourly Compensation Rates are based upon the Monthly Rate Divided by 173.33 Hours.								