



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, April 11, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

2. PRESENTATION

- A.** East Pierce Fire & Rescue 2022 Recap - Chief Jon Parkinson

3. PUBLIC HEARING

- A.** AB23-008 - Six Year TIP Update

4. AUDIENCE COMMENT

5. MAYOR'S REPORT

6. CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

- A.** Regular Council Meeting Minutes of March 28, 2023

- B.** Study Session Meeting Minute of April 4, 2023

- C.** Review of Board/Commission Minutes

- D.** AB23-009 – a motion approving April 2023 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$206,670.42 and Vendor Check Numbers 25742 through 25754 with EFT and Direct Pay Payments in the amount of \$233,000.79. Total distributions submitted for review and authorization in the amount of \$439,671.21.

- E.** AB23-0669 - a motion approving Resolution 23-0669 Nelson Nature Park - Walking Path Overlay Contract

7. COUNCIL BUSINESS

- A.** AB23-010 - Appointment and Potential Reappointment to Position 1 of the Economic Development Advisory Board (EDAB)

8. COUNCIL COMMENTS

9. ADJOURN

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

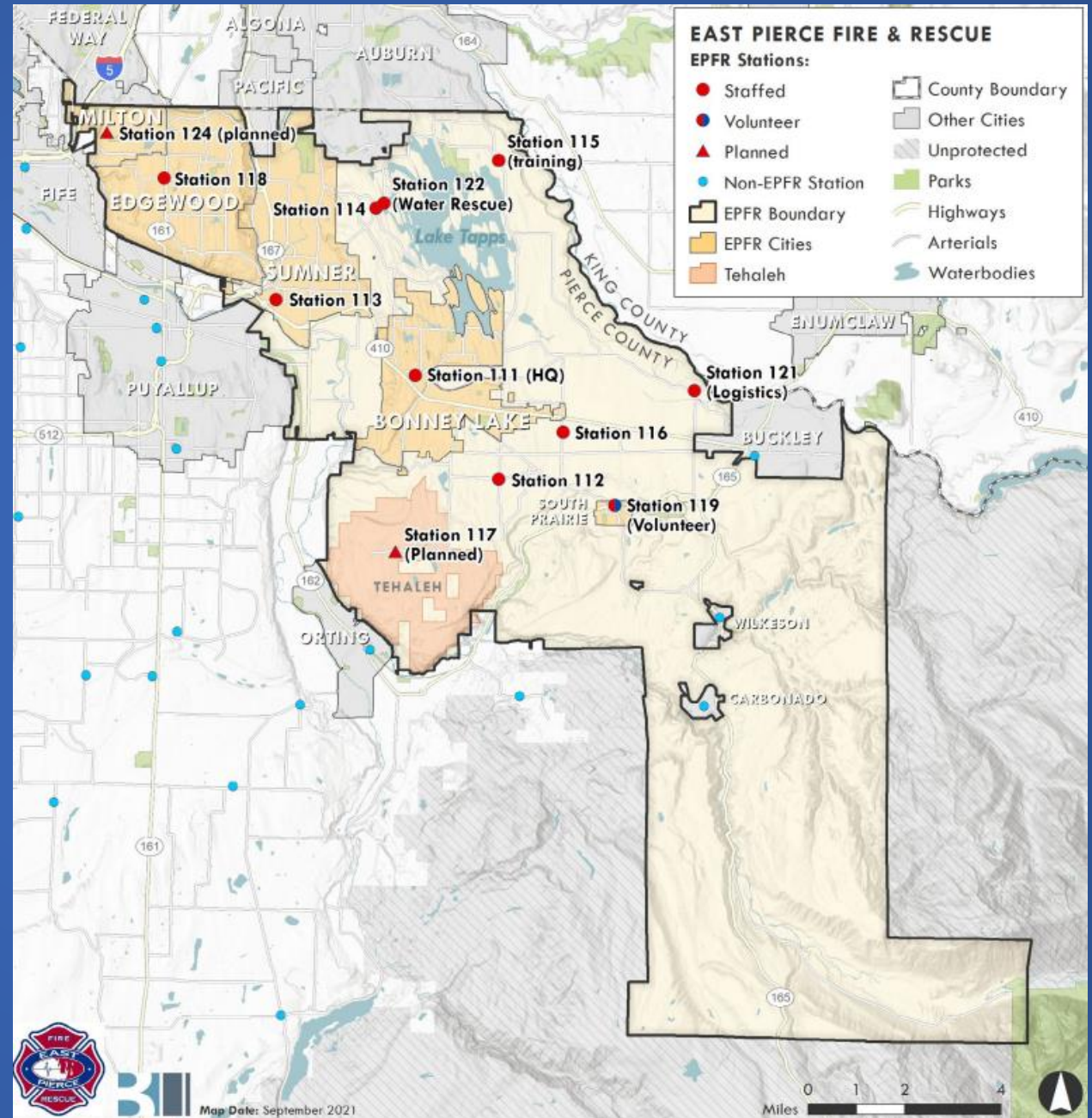


*Where Compassion
&
Action Meet*

East Pierce Fire & Rescue



- Milton
- Edgewood
- Sumner
- Bonney Lake
- South Prairie (contract)
- Lake Tapps
- Prairie Ridge
- Tehaleh





- *100,000+ population*
- *153 sq. miles*
- *12,653 incidents (2022)*
- *29,822 unit responses (2022)*





2023 Staffing

- *183 Budget Authorized Positions*
- *7 Stations (Fall of 2023)*
 - *6 engine companies*
 - *1 ladder truck*
 - *4 medic units*
 - *1 battalion chief*
 - *1 medical services officer*
- *31 personnel on duty 24/7/365*

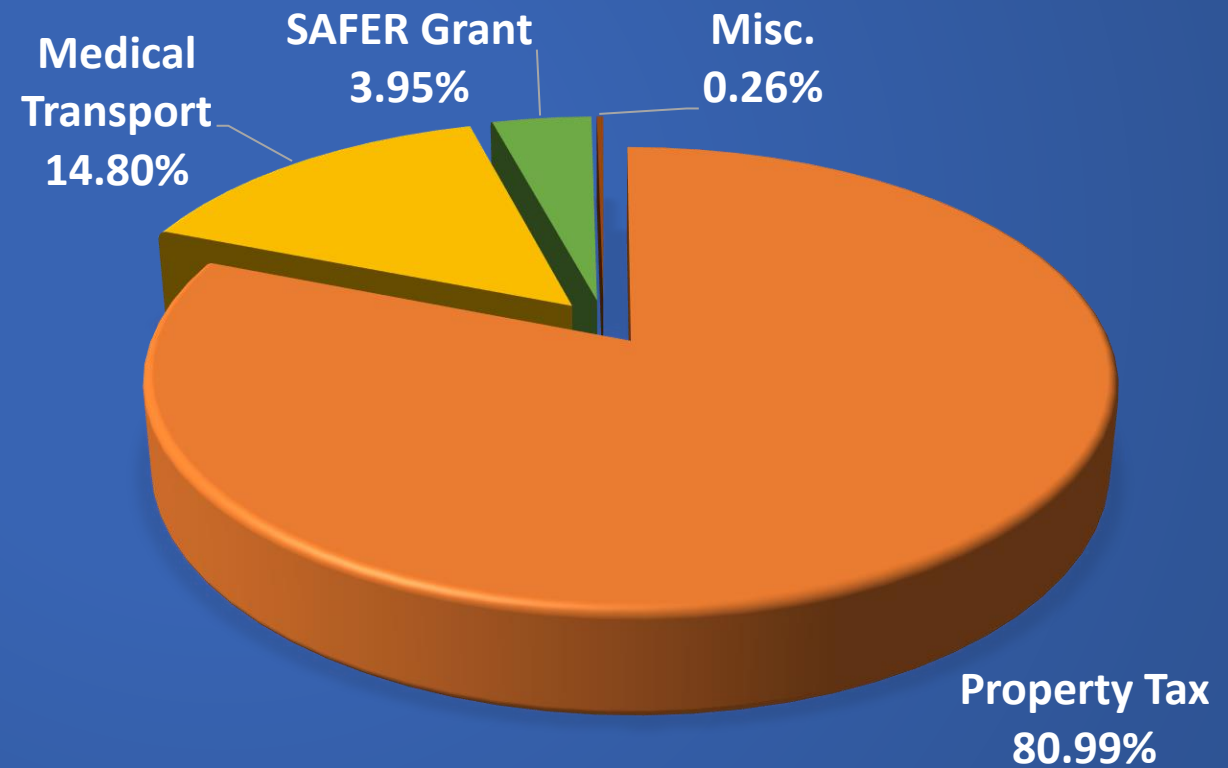




Budget - Revenue

2023 Total Revenue

\$43,930,556



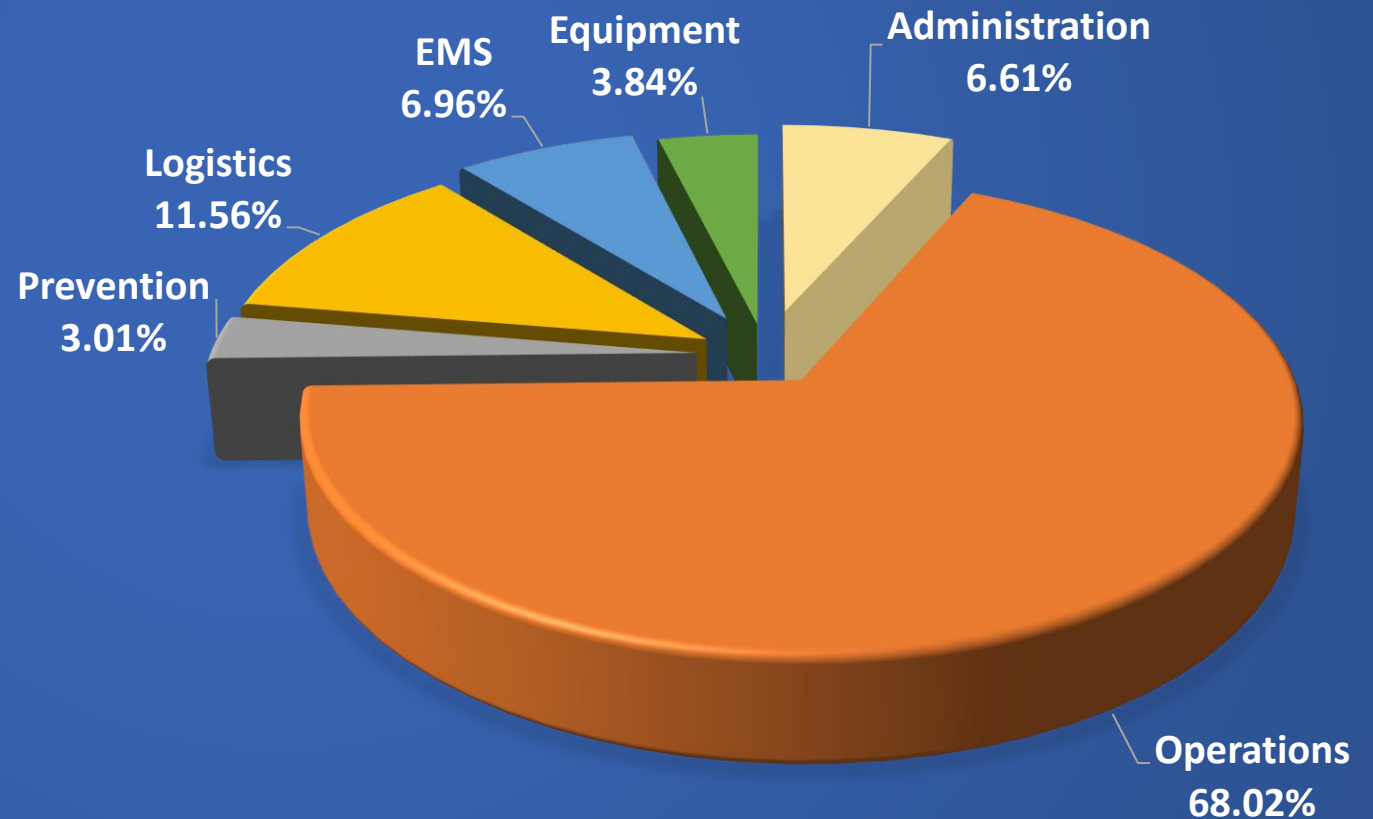


Budget - Expense

2023 Total Expense

\$43,930,556

*85% Wages & Benefits





Bonds

\$80 million bond approved Nov. 2018

- *5 Stations + equipment*
- *\$40 million sold in Dec. 2018*
- *\$40 million sold in July 2022*
 - *Low interest rates*
 - *Reduced to 16 year term*
 - *Saves \$14 million in interest*

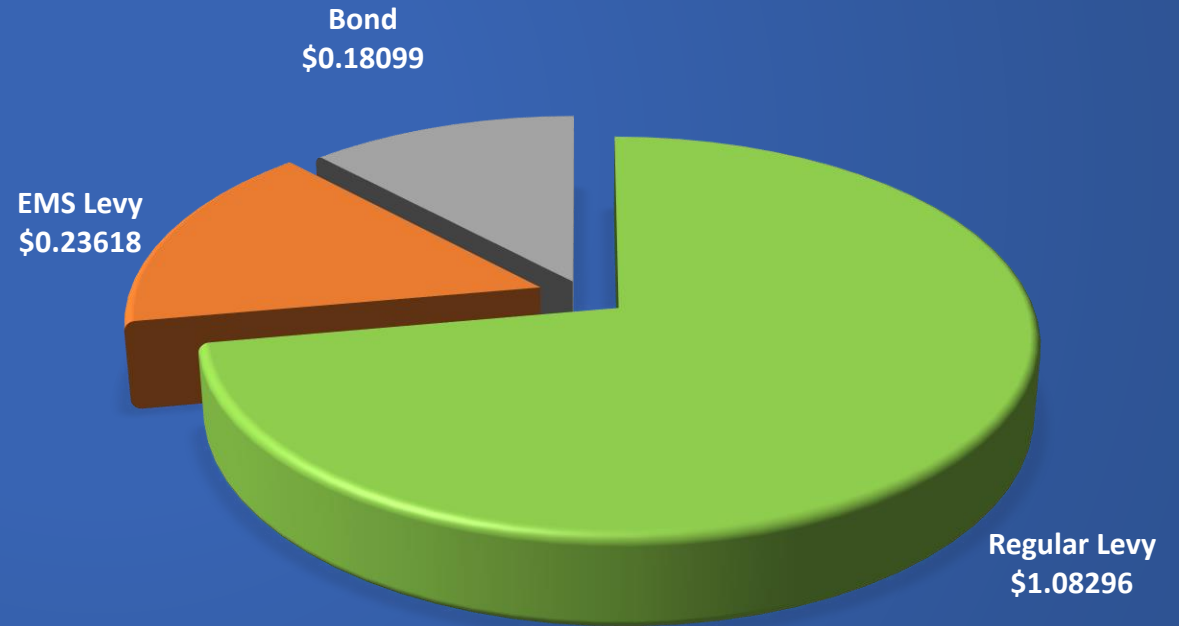




Property Tax Breakout

2023 Total EPFR Property Tax

- *\$1.50013 per thousand*

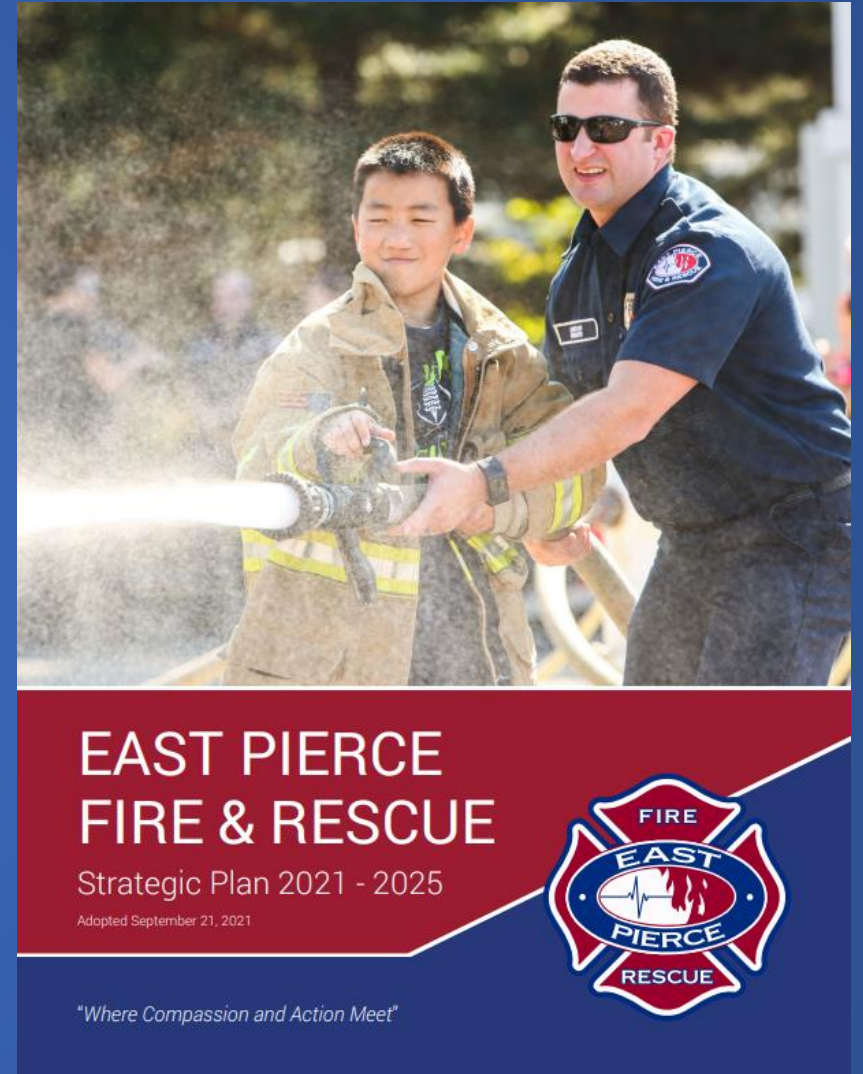




Adopted 2021

- *Personnel development*
- *Population growth and demand*
- *Community relationships*
- *Organizational efficiency*

Strategic Plan





Completed January 2023

- *Community Risk Assessment*
- *Deployment Analysis*
- *Improvement goals adopted*
 - *Turnout times*
 - *Travel times*



EAST PIERCE FIRE & RESCUE

Community Risk Assessment:
Standards of Cover

January 2023



"Where Compassion and Action Meet"

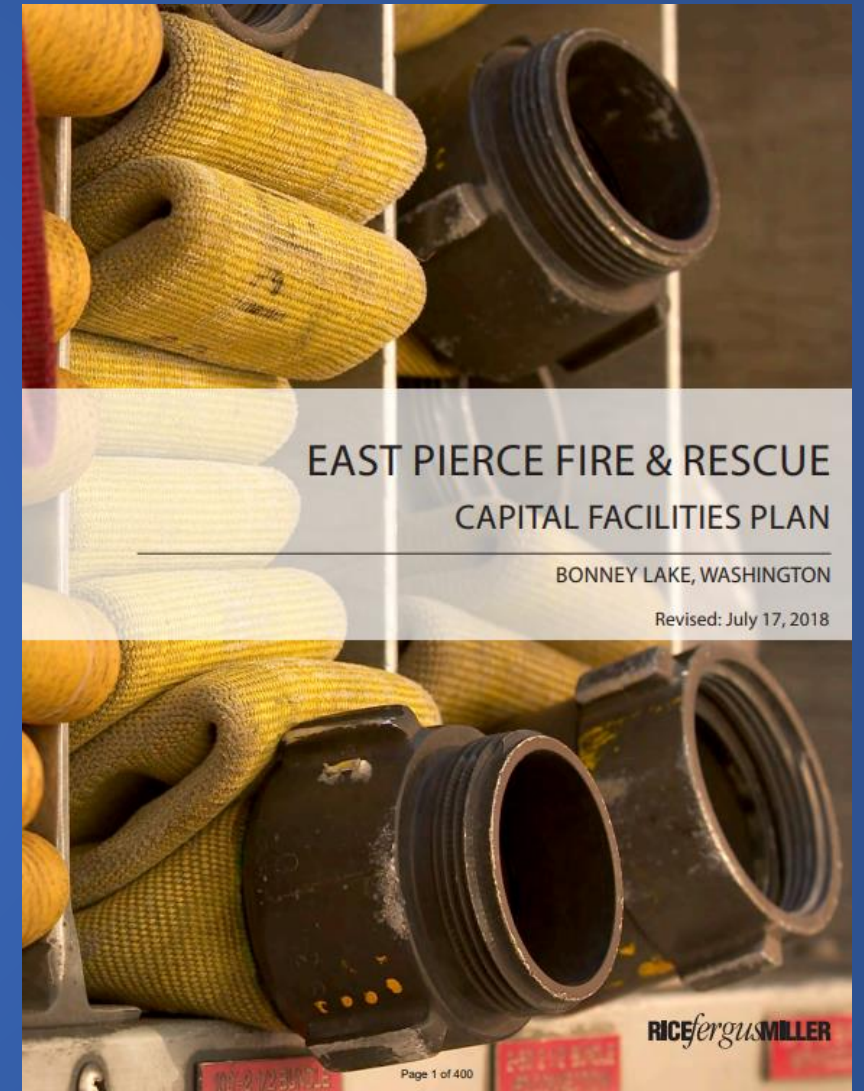
Standard of Cover



Completed 2018

- *Phase 1 (funded)*
 - *118, 111, 114, 112, 117*
- *Phase 2 (not funded)*
 - *116, 113, 115, 124*
- *Other (not funded)*
 - *Training & Shop facility*

Capital Facilities Plan

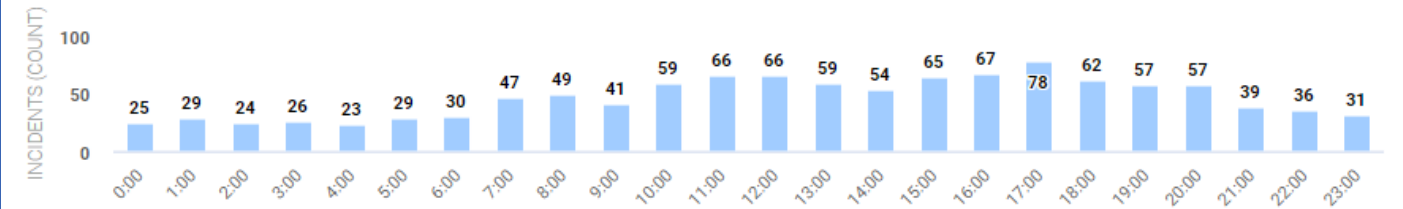




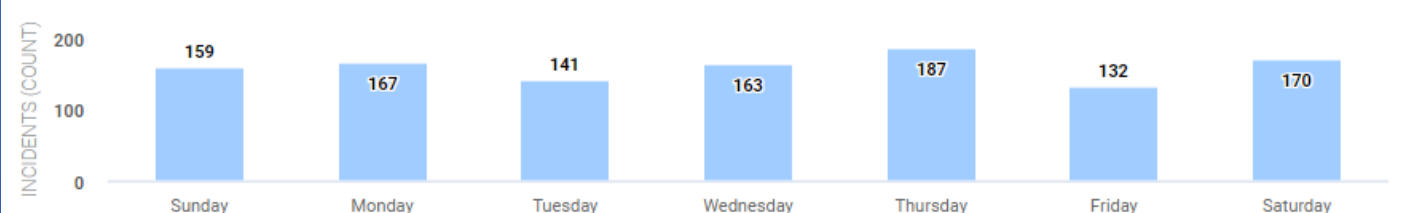
City of Edgewood (2022)

- 1196 Incidents
 - 77.8% medical
 - 7.8% false
 - 2.7% fire
- 2773 Unit Responses
- Emergent Travel Time
 - 90th = 9:28 (Milton 7:47)
 - Avg = 6:06 (Milton 4:15)

HOUR OF DAY COUNTS



DAY OF WEEK COUNTS





2022 Highlights

- SAFER Grant \$5.2M
- Bond Sale \$14M interest savings
- 2 recruit classes (10 personnel)
- 2023 budget adopted
 - 2.1% year over year
- WA-SAO Clean Audits (2020 & 2021)
Equipment replacement reserve established
- DEI training complete for supervisors
- PC Fire Training Consortium established
- 3 BC's graduated the Executive Leadership Academy @ UW Foster School of Business
- Behavioral Health Specialist deployed
- 5 employees graduated paramedic school
- Regional Lahar Drill
- Life Safety Inspections
 - 25M + sq. ft. inspected
- Community Engagement
 - Easter Egg Hunts
 - Santa Runs
 - The Big Give
 - Coats for Kids
 - Pancake Feed
- Fire Stations
 - Acquired St. 112 land
 - Station 111 groundbreaking
 - Station 114 out to bid
- Equipment
 - New Marine 122 in-service
 - Received 3 new medic units
 - Ordered
 - 3 additional medic units
 - 2 new engines



2023 Goals

Recruit Class 2023-1

- SAFER Grant class of 12 employees
 - Started academy on 2/6/23
 - Hit the street in August
 - Federally funded for 3 years @ 100%

Recruit Class 2023-2

- Class of 10 employees
 - Recruitment underway
 - Will start academy in the fall
 - Hit the street in early 2024

2023 Organizational Pushes

- Standard of Cover – Community Risk Assessment (SOC-CRA)
 - Unit deployment and hazard/risk evaluation study
 - One-year project - Complete 1/17/23

Deployment Overhaul

- Confirm 911 is dispatching the correct units based on the SOC-CRA

Open Station 118 (Edgewood)

Staff Station 124 (Milton)

- Staff station full-time in the Fall of 2023

Medical Services Officer (MSO)

- Field Supervisor deployed in February

Pierce County Fire Training Consortium

Combined training divisions of Graham, Central Pierce, West Pierce, Orting, and East Pierce are now working as a single unit

- Based out of Central Pierce St. 60
- Delivers training to 760 firefighters



CHECK OUT OUR NEW WEBSITE!

www.EastPierceFire.org

- > New, easy to navigate design
- > View on desktop or mobile device






How to Connect with EPFR





What's Happening???



Pulse Point



Code Red



PC Alert



Questions?



*"Where Compassion
and Action Meet"*

Jon Parkinson

Fire Chief

East Pierce Fire & Rescue

Phone: 253-447-3501

Mobile: 253-263-3317

18421 Veterans Memorial Dr. E
Bonney Lake, WA 98391

www.eastpiercefirer.org





City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-008 - Six Year TIP Update	Agenda Item #: 3.A
	For Agenda of: 4/11/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT RESOLUTION 23.0xxx 2. DRAFT - 2024 TIP Budget Spreadsheet 3. Edgewood Concurrency Report_2022 FINAL	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 4/5/2023 Dave Gray 4/6/2023 Daryl Eidinger 4/6/2023	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 04/04/2022 SS 04/11/2022 RCM PH 04/18/2022 SS 04/25/2022 RCM

Summary Statement:

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

The attached DRAFT resolution and plan represents Staff's recommendation as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. Staff relies on the City Council to guide this planning effort in alignment with Council's desires and the City's financial resources. While this year's Annual Concurrency Report has yet to be prepared, the recommendations provided in last year's report are still relevant. Staff is bringing this year's TIP update forward at this time to stay ahead of upcoming grant funding opportunities.

Please note that traffic concurrency will not be met if the Level of Service deficiencies are not addressed at three intersections with Meridian: 13th, 29th and 32nd. As discussed on Page 11 of the 2022 Concurrency Report (attached), Staff is working with the City's consultant to complete the Meridian Avenue Preliminary Design Study, and efforts continue to design and implement the Parallel Road Network.

Finally, this draft TIP is scheduled for Public Hearing at next week's Regular Council Meeting. After receiving public input, Council will review this TIP at the following study session and consider action after that.

Item History:

N/A

Recommended Action:

Public Hearing Only to receive public comment on the proposed **AB23-008** - Six Year TIP Update

Fiscal Note/Consideration:

As the Transportation Improvement Plan (TIP) is a component of the annual budgeting process, the anticipated impacts to the City's budget and General Fund are outlined therein. TIPs are planning documents that express the Council's desires for future transportation improvements within the City. Local agency TIPs are also utilized by State and other planning agencies, for evaluating projects on a regional scale and consideration for outside funding resources. This TIP represents an anticipated six-year program cost of \$23,329,000 - However, the TIP is not a final budget document; this is reserved for the actual budget that is adopted by the City Council towards the end of the City's fiscal year.

This TIP considers a total of \$7,133,960 in TIF funding from 2023 through 2029. Other funding sources considered herein (but yet to be secured unless noted otherwise) include TIB Grants, FHWA Grants, other unidentified grants, and the General Fund, for a total of \$16,195,040.

RESOLUTION NO. 23-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON, RELATING
TO STREETS AND TRANSPORTATION, ADOPTING
THE 2024-2029 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 April 11th, 2023 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 2024-2029 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 25TH DAY OF APRIL, 2023

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

DRAFT

Exhibit A
2024-2029 Transportation Improvement Plan (TIP)

DRAFT

Transportation Improvement Program (TIP)
Years 2023-2028

Project No.		Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
TIP	TIF Program		Prior Years (Actual)	2023 Estimate	2024	2025	2026	2027	2028	2029	Future Years		
1	R-3, R-9	Meridian/32nd & Meridian/36th Intersection improvements	\$ 35,000	\$ -	\$ -	TBD - Pending results of Project No. 2, below					\$ -	TBD	Coordinate intersection needs and alternatives with WSDOT, then construct improvements.
2	S-1	Meridian Ave E (SR-161) Preliminary Design	\$ 143,100	\$ 255,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,100	Corridor Study reviewing cross section and intersection treatment needs south of 24th. (80% TIF Eligible)
3	N/A	Emergency Road Repair (Weather Related - Annual)		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 175,000	Annual Program - Repair failures due to severe weather, wear and tear from freeze/thaw events and other causes.
4	R-4	Edgewood Drive Safety Improvements	\$ 562,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,535,000	\$ 11,097,225	Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (40% TIF Eligible)
5	R-10	Chrisella Road East Safety Improvements	\$ 162,735	\$ 1,673,290	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,420,000	\$ 8,756,025	2021-2024: Improved markings, signage, lighting, sight distance, possible traffic calming measures; 2024+: Sidewalk, repair slopes south of 48th St E (40% TIF Eligible)
6	N/A	Citywide Road Preservation Program (Annual)		\$ 345,000	\$ 415,000	\$ 1,129,000	\$ 390,000	\$ 400,000	\$ 425,000	\$ 450,000		\$ 3,554,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and repairs are included. (2024/2025: Added 48th St E Grant Funds)
7	S-3, N-1	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ 500,000	\$ 1,100,000	\$ 4,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 7,600,000	Develop approximately 1.05-mile corridor as a trail from 114th Avenue East to the City of Pacific. (20% TIF Eligible)
8	TBD - "N" Projects	Citywide Pedestrian Mobility and Safety Improvements (Annual)		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 525,000	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	N/A	Citywide Traffic Safety Program (Annual)		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 350,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruction of ADA deficiencies.
10	N/A	Citywide Road Maintenance Program (Annual)		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 525,000	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
11	MCE-2, MCE-7, MCE-16	Meridian Parallel Road Network Construction - Various Segments	\$ 288,426	\$ -	\$ 950,000	\$ 1,600,000	\$ 1,100,000	\$ 2,700,000	\$ 1,670,000	\$ -	\$ -	\$ 8,308,426	Construct high-priority parallel road segments, closing gaps and fixing access deficiencies - Priority Order: MCE-16 (Chrisella), MCE-7, MCE-2. (60% TIF Eligible)
12	NP-3	Meridian Ave E / Emerald Street Signal Improvements	\$ 290,730	\$ 240,460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 531,190	Coordinate signal mast arm and detection design & construction with WSDOT. (100% TIF Eligible)
13	S-2, N-9	36th Street E Walkway Extension Feasibility/Design/Build	\$ -	\$ -	\$ -	\$ 85,000	\$ 665,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000	Design and construct extension of existing walkway to new park property. (20% TIF Eligible)
14 (NEW)	R-6	Meridian & 12th/13th Intersection Improvements	\$ -	\$ -	\$ 250,000	\$ 750,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	Design and construct intersection improvement(s) to address deficiencies. (60% TIF Eligible)
Annual Totals			\$ 1,482,216	\$ 3,238,750	\$ 3,440,000	\$ 7,789,000	\$ 5,780,000	\$ 3,325,000	\$ 2,320,000	\$ 675,000	\$ 16,955,000	\$ 44,969,966	
					Proposed 6-Year Program Total:					\$ 23,329,000			
TIB Funding:				\$ -	\$ -	\$ 68,000	\$ 532,000	\$ -	\$ -	\$ -		\$ 600,000	2025/2026: 36th St E Walkway (projected)
RCO WWRP Trails Grant:				\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -		\$ 3,000,000	2025: Interurban Trail (pending State budget)
FHWA Funding (PSRC/PCRC):				\$ 432,500	\$ 8,650	\$ 1,080,000	\$ 2,000,000	\$ -	\$ -	\$ -		\$ 3,521,150	2023-2026: Interurban Trail Funded
WSDOT Funding:				\$ 1,673,290	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,173,290	2025: \$600K for 48th St E Preservation
Public Works Trust Fund Loan:				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	Chrisella HSIP Grant (work in progress)
Other Grant Funds:				\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 25,000	2023: Interurban Trail (Port of Tacoma, Trails NP's)
Total Anticipated Grant Funding:				\$ 2,130,790	\$ 508,650	\$ 4,148,000	\$ 2,532,000	\$ -	\$ -	\$ -		\$ 9,319,440	
Total City Funds Needed:				\$ 1,107,960	\$ 2,931,350	\$ 3,641,000	\$ 3,248,000	\$ 3,325,000	\$ 2,320,000	\$ 675,000		\$ 17,248,310	
Traffic Impact Fees				\$ 501,960	\$ 955,000	\$ 1,362,000	\$ 1,648,000	\$ 1,635,000	\$ 1,017,000	\$ 15,000		\$ 7,133,960	
REET Funds				\$ 396,000	\$ 765,000	\$ 1,479,000	\$ 500,000	\$ 350,000	\$ 250,000	\$ 200,000		\$ 3,940,000	
School Zone Camera Fees				\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000		\$ 770,000	
Park Impact Fees				\$ -	\$ 871,350	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 871,350	2024: Interurban Trail (balance)
General Fund				\$ 100,000	\$ 230,000	\$ 690,000	\$ 990,000	\$ 1,230,000	\$ 943,000	\$ 350,000		\$ 4,533,000	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 3/30/2023

MEMORANDUM

Date:	June 8, 2022	TG:	1.18149.00
To:	Jeremy Metzler, PE, City of Edgewood		
From:	Jon Pascal, PE, Transpo Group		
Subject:	2022 Annual Transportation Concurrency Report		

This memorandum serves as the Annual Concurrency Report per the Edgewood Municipal Code (EMC) 18.105. The 2022 Annual Concurrency Report provides the current state of the City's transportation concurrency program. Per the EMC, the following items are addressed in the Annual Concurrency Report:

- **Development Summary.** A summary of development activity accounted for in the transportation concurrency program since the last annual concurrency report in March 2021.
- **Remaining Capacity.** Status of available intersection and roadway capacity and level of serve (LOS) metrics on current transportation facilities.
- **Recommendations.** Provides updated recommendations related to project priorities to help inform the update of the City's 6-year Transportation Improvement Program.

Background

The following topics provide a brief background on the City's Concurrency Program.

What is concurrency?

Concurrency is a tool to ensure that transportation facilities are constructed as growth occurs (one happens *concurrent* with the other). Concurrency provides a link between land use, transportation, and public investment.

What is the purpose of a concurrency program?

In general, if land use development and transportation infrastructure investments occur in a timeframe and at locations consistent with the Comprehensive Plan then concurrency would, in theory, always be achieved. The concurrency program is implemented by agencies to understand if the adopted LOS standards are being met "concurrent" with development. Concurrency programs in practice are used by agencies to monitor the current state of the transportation system on a system-wide basis.

What metrics does the City use to monitor concurrency?

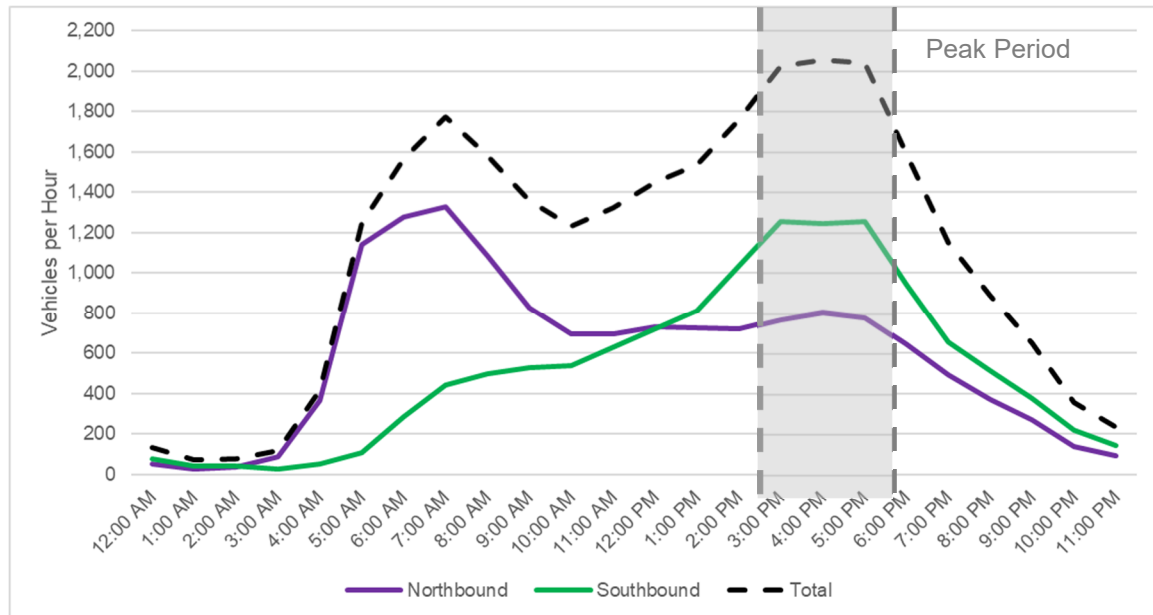
The City of Edgewood evaluates intersection LOS to understand delays and intersection capacity. The City also uses a roadway volume-to-capacity ratio to monitor the capacity of major arterials within the City.

Why does the City focus on the weekday PM peak hour?

Concurrency is typically linked with street or intersection capacity, and traffic volumes are typically closest to capacity during the weekday PM peak hour. For example, Figure 1 shows hourly vehicle volumes along Meridian Avenue collected during April 2022. Both the southbound volume and overall volume peaks occur during the PM peak period while the northbound volume peaks during

the AM peak period. The PM peak hour volumes have approximately 16 percent more vehicles than the AM peak hour. However the northbound volume during the AM peak hour serves the most directional amount of traffic at nearly 1,300 vehicles an hour. While the AM peak period might have a lower overall volume of traffic than the PM peak period, the high volumes during the AM period does influence design decisions related to future capital projects needs, access management solutions, and traffic control and signal timing improvements. Both time periods should be considered when considering impacts of development on Meridian Avenue and during the design evaluation process of any capital improvement along the corridor.

Figure 1 – Midweek Average Hourly Volumes on Meridian Ave (south of 11th Street) – April 2022



Development Summary

The concurrency evaluation analyzes six years in the future (i.e., the year 2028 in this instance) to capture developments already approved and transportation projects that are funded and will be completed within that timeframe. The developments that have been accounted for since the last update of the concurrency program in 2021 are listed in Table 1.

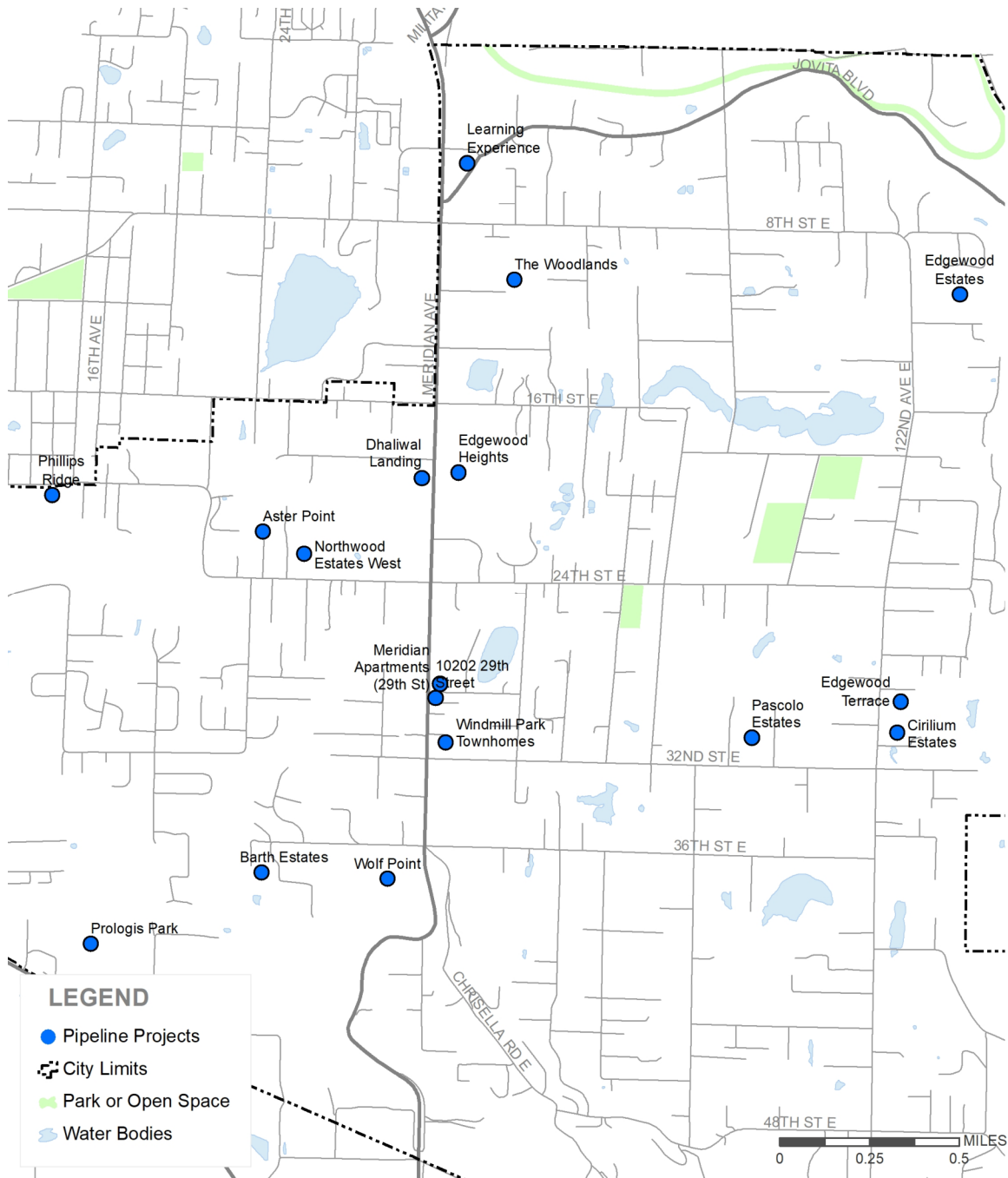
To account for smaller developments not subject to concurrency requirements and other changes in regional traffic, an annual 1 percent growth rate is applied to the existing traffic counts. Observed traffic growth rates along the City's transportation network have generally indicated that the one percent background growth rate is reasonable since specific development trips in the City are being tracked and accounted for separately. The actual annual traffic growth rates are closer to three percent after known development pipeline trips have been included.

Table 1. Summary of Developments Being Monitored

Pipeline Development	Type and Size	New PM Peak Hour Trips	Development Status
The Woodlands	55 condos, 4,265 sq ft commercial	29	37 of 55 units built
Edgewood Estates	14 single family DUs	18	Under construction
Edgewood Heights	452 unit multifamily DUs	276	Phase 2 under construction
Aster Point	46 single family units	43	45 of 46 units built
Pascolo Estates	18 single family units	22	7 of 18 units built
Northwood Estates West	44 single family units	44	Phase 1 Built, Phase 2 under construction
Wolf Point	56 single family units	62	Under construction
Cirilium Estates	17 single family units	19	13 of 17 units built
Edgewood Terrace	25 single family units	30	Not built
Barth Estates	32 single family units	34	Not built
Philip's Ridge	14 single family units	14	Not built
Dhaliwal Landing	583 apartments and 35,930 square feet commercial space	338	Not built
Learning Experience	Day care and learning center	37	Under construction
Prologis Park	Industrial park and warehousing	471	Not built
10202 29th Street	6,300 sf smoke shop/liquor store	9	Not built
Meridian Apartments (29th Street E)	33 multifamily units	15	Not built
Windmill Site	45 townhome units	17	Not built
TOTAL		1,478	PM Peak Hour Trips
Source: City of Edgewood			

The location of the developments is shown in Figure 2.

Figure 2 - Pipeline Development Projects



Six developments that were included in the 2021 concurrency update have been removed from this analysis, as they have been built-out or withdrawn and are reflected in the updated traffic counts, as summarized in Table 2.

Table 2. Developments Removed from 2022 Concurrency Analysis

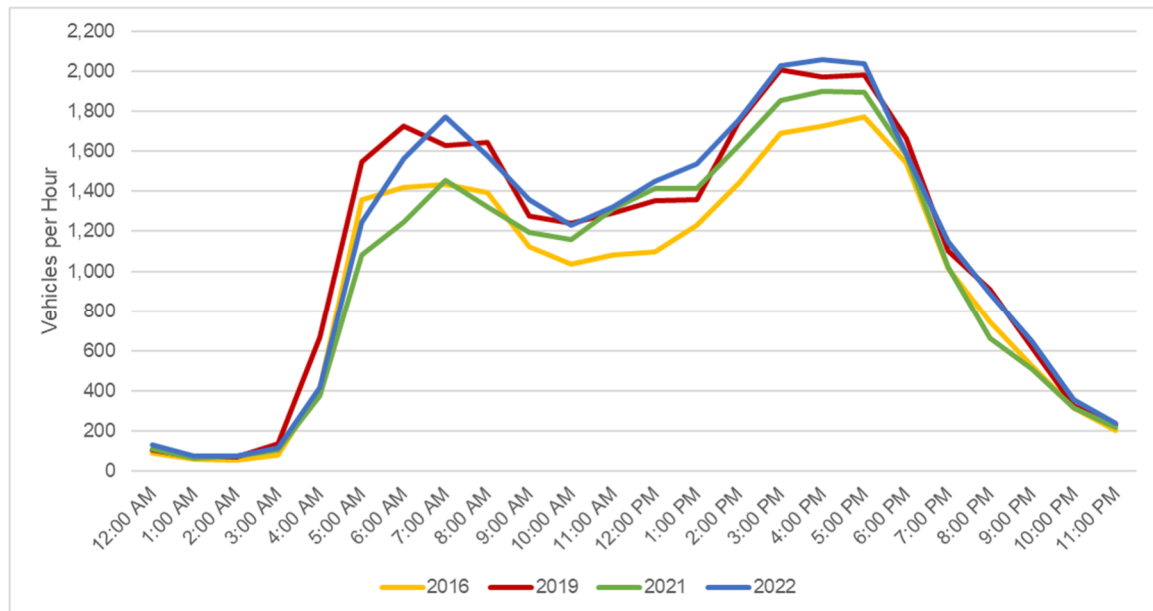
Pipeline Development	Type and Size	New PM Peak Hour Trips	Development Status
Caldwell Crest	18 single family DUs	18	Development complete
Westridge Plat	290 single family units, 60 apartments	311	Development complete
Edgewood View Estates	96 single family units	96	Development complete
2818 Meridian Apartments	19 multi-family units	13	Development complete
Edgewood Community Park	Community park and amphitheater	35	Development complete
Bridge Industrial	515,000 sf industrial park	202	Application withdrawn
TOTAL		662	PM Peak Hour Trips

Source: City of Edgewood

Traffic Volume Changes

A comparison of historical traffic volumes south of 11th Street along Meridian Avenue was evaluated to understand traffic volume changes in Edgewood. The historical counts have been summarized to illustrate the impacts of growth and also the COVID-19 pandemic on traffic volumes. Average hourly volumes were collected during midweek days (Tuesday through Thursday) in June 2016, April 2019, February 2021, and April 2022.

Figure 3 summarizes midweek traffic patterns at Meridian Avenue south of 11th Street.

Figure 3 – Historical Midweek Average Hourly Volumes on Meridian Avenue (south of 11th Street)

As shown in Figure 3, traffic volumes along Meridian Avenue peak at approximately 4 p.m. and 5 p.m., with a secondary peak during the AM hours at 7 a.m. Traffic patterns have remained

consistent between 2019 and 2022, with the AM peak hour shifting slightly later during 2021 and 2022.

Table 3 summarizes historical traffic volumes for Meridian Avenue E just south of 11th Street E to illustrate how volumes have grown over the last 6 years. Counts have been collected intermittently between 2016 and 2022, but the data does demonstrate various trends. Most notably the AM peak hour has grown at a faster rate than both the daily and PM peak hour time periods.

Table 3. Meridian Avenue Historical Traffic Volumes – 2016 to 2022

Midweek Average Traffic Volume	2016	2019	2021	2022	Annual Percent Growth
Daily Northbound	11,745	13,972	12,314	14,177	-
Daily Southbound	11,108	12,691	11,610	12,459	-
Daily Total	22,853	26,663	23,924	26,636	3%
PM Peak Hour Northbound	572	675	734	808	-
PM Peak Hour Southbound	1,201	1,307	1,178	1,256	-
PM Peak Hour Total	1,773	1,982	1,912	2,064	3%
AM Peak Hour Northbound	1,054	1,264	1,092	1,330	-
AM Peak Hour Southbound	436	459	471	496	-
AM Peak Hour Total	1,490	1,723	1,564	1,826	4%

Source: Transpo Group

Due to the COVID-19 pandemic, traffic volumes along Meridian Avenue decreased significantly between 2019 and 2021; however, Meridian Avenue experienced increased volumes in 2022, similar to pre-pandemic conditions observed in 2019. Therefore, no COVID adjustment factor was applied to the 2022 concurrency update analysis this year.

In addition, Table 4 summarizes historical PM peak hour traffic volumes for eight key roadway segments outside of Meridian Avenue E along Jovita Boulevard, 8th Street E, 24th Street E, and 36th Street E. PM peak hour turning movement counts were collected in intermittent years between 2016 and 2022 for each location and have been utilized to summarize past traffic volumes.

Table 4. Historical PM Peak Hour Traffic Volumes – 2016 to 2022

Roadway Segment	2016	2017	2018	2019	2020	2021	2022
1. Jovita Boulevard, north of Emerald Street	-	860	-	-	-	974	-
2. Jovita Boulevard, south of Emerald Street	-	283	-	-	-	304	-
3. 8th Street E, east of Meridian Avenue E	598	-	-	648	-	-	558
4. 8th Street E, west of Meridian Ave E	878	-	-	906	-	-	845
5. 24th Street E, east of Meridian Ave E	398	-	-	-	-	277	317
6. 24th Street E, west of Meridian Ave E	395	-	-	-	-	434	519
7. 36th Street E, east of Meridian Ave E	723	621	-	-	-	365	545
8. 36th Street E, west of Meridian Ave E	60	69	-	-	-	49	66

Source: Transpo Group

As shown in Table 4, traffic volumes generally experienced increases between 2016 and 2019, then decreased due to the COVID-19 pandemic during data collection in 2021, and increased between 2021 and 2022. 2022 traffic volumes on 8th Street E remain lower than their peak in 2019 and are slightly under 2016 conditions.

Level of Service Standards

Under the Washington State Growth Management Act, local jurisdictions have the discretion in how they define their level of service standards and how to apply transportation concurrency within their growth plans, policies, regulations, and permit systems. As part of the requirement to develop a comprehensive plan, jurisdictions are required to establish LOS standards for transportation arterials. Once a jurisdiction sets a standard, it is used to determine whether the impacts of a proposed development can be met through existing capacity and/or to decide what level of mitigation will be required.

The LOS standard for City roadways is outlined in the City's Transportation Element of the Comprehensive Plan.

Intersection LOS Methodology

The adopted intersection LOS standard is LOS E for all intersections along Meridian Avenue, and LOS D for all other intersections. Intersection LOS is based on the vehicular delay traveling through an intersection during the busiest one-hour period. Intersection LOS was analyzed in Synchro version 11, using The *Highway Capacity Manual* (HCM) 6th Edition.

Smaller delays result in better LOS (A, B, C), while long delays mean worse LOS (D, E, F). The HCM methodology for estimating LOS for signalized intersections is measured as an average delay for vehicles entering on all approaches. In contrast, the HCM methodology for estimating LOS for two-way stop control (TWSC) intersections is to report the delay for the worst movement (such as eastbound left turns) to ensure that side street delay is adequately measured. TWSC intersections will have poor LOS when side street delay becomes excessive.

Roadway LOS Methodology

The roadway LOS standard is based on a volume-to-capacity ratio of 0.80 or 80 percent of capacity. The capacity estimates of each of the study roadways is based on capacity estimates developed within the Transportation Element of the City of Edgewood's Comprehensive Plan.

Concurrency Evaluation Process

The process for evaluating transportation concurrency includes the following key steps:

- Begin with existing traffic counts for the PM peak hour (latest baseline concurrency model)
- Add known City pipeline development traffic to the traffic counts
- Add known other agency pipeline development traffic to the traffic counts
- Grow all existing counts by 1% per year to account for other background growth
- Test the intersections to determine if they meet adopted LOS standards:
 - LOS E for intersections along Meridian Avenue
 - Non-signalized or roundabout intersections are measured by the operation of the stop-controlled approach. The City's LOS standards allow for one or two-way stop control intersections to operate below standard if the approach would serve only a small volume of traffic and an alternative access was available.
 - LOS D for all other intersections in the City
- Calculate roadway volume to capacity ratios and see if they meet LOS standards
 - LOS C is standard for City minor arterials and collector streets as outlined in the Transportation Element. LOS C is a volume to capacity ratio of 0.80, or 80% of capacity.

The concurrency evaluation analyzes six years in the future (2028) to capture developments already approved and transportation projects that are funded and will be completed within that timeframe.

The transportation system assumptions include all future improvement projects that are funded and identified in the City's 6-year 2023-2028 Transportation Improvement Program. Three notable projects are directly relevant to the future findings, and they include:

- TIP #2: Completion of the Meridian Avenue E (SR 161) Preliminary Design to define corridor complete street improvements, along with intersection and access management considerations, between 24th Street and 36th Street.
- TIP #11: Construction of various segments of the Meridian Avenue Parallel Road Network.
- TIP #12: Upgrade the traffic signal at Meridian Avenue E / Emerald Street E to remove the current split-phase signal timing. This project should be complete in 2022.

Concurrency Status

Intersection LOS

Table 5 summarizes the intersection LOS for 2028 based on the most recent intersection traffic counts plus the pipeline development shown in Table 1 and a one percent annual background growth rate in traffic. The annual growth rate is in addition to the pipeline development growth, so

the actual growth rates are much higher than one percent depending on the intersection or roadway.

Table 5. Intersection LOS – Forecast 2028 Weekday PM Peak Hour

Intersection	2028 Traffic Control	LOS Standard	Forecast 2028 LOS	Estimated Trips Remaining ¹
1. 114th Street E / Jovita Blvd	Signal	D	C	1,600
2. Jovita Blvd E / Emerald Street E	Roundabout	D	A	1,640
3. Meridian Avenue E / Emerald Street E	Signal ²	E	C	1,410
4. Meridian Avenue E / 8th Street E	Signal	E	D	1,260
5. Meridian Avenue E / 12th Street E	TWSC	E	C	1,640
6. Meridian Avenue E / 13th Street E	TWSC	E	F	N/A
7. Meridian Avenue E / 16th Street E	Signal	E	B	2,180
8. Meridian Avenue E / 20th Street E	Roundabout ⁴	E	A	980
9. Meridian Avenue E / 22nd Street E	TWSC	E	C	2,340
10. Meridian Avenue E / 24th Street E	Signal	E	C	1,560
11. Meridian Avenue E / 29th Street E	TWSC	E	F	N/A
12. Meridian Avenue E / 32nd Street E	Signal ³	E	A	1,520
13. Meridian Avenue E / 36th Street E	Signal	E	C	1,630
14. 122nd Avenue E / 24th Street E	TWSC	E	B	1,550

Source: City of Edgewood

1. The estimated trips remaining at signalized intersection was calculated by growing all approach volumes at a uniform percentage until operations degraded below LOS standard. TWSC growth was estimated by proportionally increasing the side street volumes until LOS degraded below LOS standards.

2. This assumes a signal re-timing project that removes the split phasing at Meridian Ave E / Emerald St E has been completed.

3. Assumes the installation of a traffic signal or roundabout at Meridian Ave E / 32nd Street E as shown in the City's 6-year TIP.

4. Assumes the installation of a roundabout at Meridian Ave E/20th Street E based on the July 2021 Intersection Control Evaluation completed at the intersection.

All intersections are expected to operate at or better than LOS standards, except for the Meridian Avenue E/13th Street E and Meridian Avenue E/29th Street E intersections. These intersections are two-way stop-controlled intersection that are expected to experience excessive side street delay on the EB and WB legs for vehicles making left turns onto Meridian Avenue. The west leg of the Meridian Avenue E/13th Street E intersection is within the City of Milton and thus is not subject to Edgewood's concurrency requirements.

The LOS standards set within the Transportation Element of Edgewood's Comprehensive Plan states that "To avoid mitigation that would only serve a small volume of traffic, the City may allow two-way and one-way stop-controlled intersections to operate worse than LOS standards." Additionally, with the build-out of the parallel roadway network, vehicles will have alternative access points north and south of 13th Street E and 29th Street E that will improve access to Meridian Avenue.

Remaining Intersection Capacity

In addition to forecasting the intersection LOS, the estimated remaining trip capacity per intersection is shown in Table 5. For signalized intersections, the number of trips was calculated

by applying a consistent growth rate to all volumes (i.e. all turning movements grown by 10 percent), then testing intersection LOS. If the LOS was at or above the standard, the growth rate was continually increased until the intersection operated below the LOS standard. If trip growth does not occur uniformly by movement (which it likely will not), the actual number of additional trips that the intersection can process will be lower than those reported in Table 5.

Estimated trip capacity for TWSC intersections was estimated by proportionally increasing the side street volumes (without decreasing mainline volumes) until the intersection operations decreased below the LOS standard. This was done to show that these intersections are much more susceptible to LOS changes from a small change in volumes on side streets.

Roadway LOS

The forecasted roadway LOS is summarized in Table 6, based on the most recent intersection and roadway counts plus the pipeline development shown in Table 1 and a 1 percent annual background growth rate.

Table 6. Roadway LOS – Forecast 2028 Weekday PM Peak Hour

Roadway Segments	LOS Standard	Estimated Peak Hour Capacity ¹	2028 NB / EB LOS (v/c Ratio)	2028 SB / WB LOS (v/c Ratio)	Estimated Trips Remaining (NB/EB / SB/WB)
1. 114th Ave E, south of Jovita Blvd	C	990	A (0.13)	A (0.28)	665 / 510
2. 8th St E, east of Meridian Ave E	C	990	A (0.30)	B (0.35)	495 / 440
3. 24th St E, west of Meridian Ave E	C	990	B (0.38)	B (0.33)	410 / 465
4. 24th St E, east of Meridian Ave E	C	990	A (0.22)	A (0.19)	570 / 605
5. 24th St E, west of 122nd Ave	C	990	A (0.09)	A (0.05)	705 / 740
6. 122nd Ave E, north of 24th St E	C	990	A (0.12)	A (0.22)	675 / 575
7. 122nd Ave E, south of 24th St E	C	990	A (0.15)	B (0.27)	645 / 520
8. 32nd St E, west of Meridian Ave E	C	990	A (0.02)	A (0.01)	770 / 780
9. 36th St E, east of Chrisella Rd E	C	990	A (0.14)	A (0.02)	655 / 770
10. 48th St E, east of 122nd Ave E	C	990	A (0.16)	A (0.12)	630 / 670
11. Chrisella Rd E, south of 48th St E	C	990	A (0.13)	B (0.36)	665 / 435

Source: City of Edgewood Transportation Element

1. Based on Highway Capacity Manual Exhibit 16-14 in HCM 2010 as used in the City of Edgewood's Comprehensive Plan.

All roadway segments are expected to operate at or above the LOS standard in 2028.

Remaining Roadway Capacity

The roadway LOS is based on volume to capacity ratio, which enables a more accurate estimate of the available number of trips on each roadway. These remaining trip estimates are also provided in Table 6 and range from 410 to 780 additional vehicles per hour of available capacity.

Recommendations

Based on the results of the 2022 annual concurrency evaluation, the following strategies should continue to be a priority for the City in 2022 and beyond.

Complete the Meridian Avenue Preliminary Design Study (24th to 36th Street)

The 2023-2028 Transportation Improvement Program contains TIP Project #2 that will conduct a preliminary design study of the Meridian Avenue E (SR 161) corridor from 24th Street to 36th Street. The project will assist the City in defining the extent of the corridor “complete street” improvements such as sidewalks, bicycle facilities, and stormwater treatment and detention. The design effort will also consider intersection and access management improvements to address level of service and safety issues along this segment of the corridor.

The Meridian Avenue Preliminary Design Study has been informed by a feasibility assessment that was conducted in 2020 of installing a traffic signal or constructing a roundabout at the Meridian Avenue / 32nd Street E intersection. The traffic signal was found to not meet signal warrants, and constructing a roundabout was shown to cost more than \$2 million dollars. The roundabout would primarily benefit the approximately 30 vehicles per hour that are attempting to turn left from the west approach. Vehicles attempting to turn left from the east approach have alternative routes they could utilize during periods of heavy congestion.

Due to the costs and impacts of constructing a roundabout at the Meridian Avenue / 32nd Street E intersection, and the fact it would benefit a few vehicle trips, a more comprehensive evaluation of alternatives will be undertaken to address the LOS and safety issues along Meridian Avenue between 24th Street E and 36th Street. Alternatives could include access management treatments with complimentary designated u-turns at 24th Street E and 36th Street E intersections. A roundabout at 36th Street E, as identified in the recently adopted Chrisella Road Alternatives Assessment, will provide more benefits at a similar cost to a roundabout at 32nd Street E. The Meridian Avenue Preliminary Design Study will help the City work with WSDOT to confirm the long-term strategy for addressing operations and safety needs along this stretch of Meridian Avenue, while also identifying how any solution will support the Town Center Plan and the other planned land use growth along the corridor.

Continue Implementation of the Parallel Road Network

In addition to the Meridian Avenue Preliminary Design Study, the City should continue addressing missing segments of the parallel roadway network between 8th Street E and 20th Street E, along with 29th Street E to 36th Street E. Two of the stop-controlled intersections along Meridian Avenue at 13th Street E and 29th Street E are forecasted to operate at or below LOS standards by 2028. The expected poor performance of the intersections suggests that completion of segments of the parallel roadway network need to continue to be prioritized in the City's 6-year TIP to provide for improved access and circulation along Meridian Avenue and maintain transportation concurrency.



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, March 28, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Councilmember Creley, Councilmember Buckley, Councilmember Lowry, Councilmember Day, Councilmember West, Deputy Mayor Tomy
Excused: Councilmember Keith
Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, IT Director Matthew Ray, Public Works Director Jeremy Metzler, Chief Mark Berry, City Attorney Ann Marie Soto

2 AUDIENCE COMMENT

Carl Ohler spoke.
Ben Deutch spoke.
Bill Hilton spoke.

3 MAYOR'S REPORT

Mayor Eidinger read his report into the record and then invited each director to speak on topics of their choosing.

4 CONSENT AGENDA:

- A. Regular Council Meeting Minutes of March 14, 2023
- B. Study Session Meeting Minutes of March 21, 2023
- C. **AB23-006** – a motion approving March 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$155,832.78 and Vendor Check Numbers 25724 through 25741 with EFT and Direct Pay Payments in the amount of \$840,812.14. Total distributions submitted for review and authorization in the amount of \$996,644.92.
- D. **AB23-0659** - a motion approving Resolution 23-0659 renewal of the CDWG Contract with Microsoft for Software Licensing
- E. **AB23-0664** - a motion approving Resolution 23-0664 authorizing the Mayor to execute allocation agreement II and participation forms related to the allocation between the State and eligible cities and counties and use of proceeds from settlements with five opioid manufacturers and pharmacies
- F. **AB23-0666** - a motion approving Resolution 23-0666 awarding the contract for building evaluations to Osborn Architects, Inc.
- G. **AB23-0667** - a motion approving Resolution 23-0667 authorizing the Mayor to enter into a first amendment to the agreement with SS Landscaping Services dated November 28, 2022
- H. **AB23-0668** - a motion approving Resolution 23-0668 authorizing the Mayor to purchase up to seven hundred fifty thousand dollars of Government Securities as authorized by Chapter 39.59 RCW

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

5 COUNCIL BUSINESS

- A. AB23-007** – appointment to Position No. 1 of the Code Enforcement Board

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

- B. AB23-0665** - a motion approving Resolution 23-0665 Comprehensive Plan Periodic Update - AHBL Contract

Motion: As read **Action:** Approved **Moved by:** Councilmember Day **Seconded by:** Councilmember Lowry Motion Passed 6-0

6 COUNCIL COMMENTS

Councilmember Lowry spoke.
Deputy Mayor Tomy spoke.

7 ADJOURN

Mayor Eidinger adjourned the meeting at 7:22pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, April 4, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Councilmember Day, Councilmember Creley, Deputy Mayor Tomin, Councilmember West, Councilmember Keith, Councilmember Lowry **Excused:** Councilmember Buckley **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler

2 COUNCIL BUSINESS

- A. Interview** - Economic Development Advisory Board (EDAB) Position 1 Vacancy
Senior Planner Morgan Dorner introduced the applicant, Dave Olsen, who then spoke briefly about his interest in volunteering.
- B. Equity, Diversity and Inclusion** (Trainings, Planning, etc.)
Deputy Mayor Tomin let the Council know there was no update to speak of, but there would be discussion items at the following study session.
- C. Fireworks Discussion** - Chief Jon Parkinson, East Pierce Fire and Rescue
Chief Parkinson shared his thoughts and reviewed a brief presentation with the Council.
- D. Nelson Nature Park - Walking Path Overlay Contract**
Public Works Director Metzler reviewed this agenda item with the Council asking that it be placed on an upcoming consent agenda.
- E. Six Year TIP Update**
Public Work Director Metzler discussed this agenda item briefly in preparation for the following weeks public hearing.

3 OTHER COUNCIL ITEMS

Councilmember West spoke.

4 ADJOURN

Mayor Eiding adjourned the meeting at 7:29pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eiding
Mayor



**CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES**

Monday, January 9, 2023 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

- 1. CALL TO ORDER:** Chair Overfield called the meeting to order at 6:00 PM.
 - A. Commissioners Present:** Guillory; Overfield; Greene; Wagner; Pincas; Ramirez
 - B. Commissioners Absent:** Slate
 - C. Staff Members Present:** Evan Hietpas, Senior Planner
Jeremy Metzler, Public Works Director
Dave Gray, Assistant City Administrator
 - D. Others Present:** Councilmember Tonymyn
Mayor Eidinger
- 2. CONSENT AGENDA:** Chair Overfield requested a motion to approve the consent agenda. Guillory motioned to approve as presented, Ramirez seconded. Commission voted 6-0 to approve.
- 3. CITIZEN COMMENTS:** None
- 4. PUBLIC HEARINGS:** None
- 5. ACTION ITEMS:**
 - A. 2023 Work Plan**
 - i. Hietpas introduced the agenda item.
 - ii. Chair Overfield requested a motion to recommend adoption of the proposed work plan items.
 - iii. Guillory moved to approve the proposed work plan items, Pincas seconded, Commission voted 6-0 to recommend approval.
- 6. DISCUSSION ITEMS:**
 - A. Public Zoning District Land Use**
 - i. Hietpas and Metzler opened the agenda item.
 - ii. Discussion ensued.
 - iii. Planning Commission recommended to move forward with code amendments, including a future public hearing. City staff anticipates scheduling the public hearing on February 13, 2023.



**CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES**

Monday, January 9, 2023 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

B. Sewer Connection Requirements (General Sewer Plan)

- i. Metzler opened the agenda item, and discussion was held.

C. Housing

- i. Hietpas opened the agenda item.
- ii. Discussion was held on various topics.

7. STAFF COMMENTS:

- A.** Hietpas provided an update on the Town Center Subarea Plan.
- B.** Hietpas reminded the Commission about the February City Council Joint Meeting.
- C.** Metzler provided an update on the Interurban Trail extension project. The City will be issuing a Request for Qualifications (RFQ) to identify a design consultant.

8. COMMISSIONER COMMENTS: Commissioners discussed virtual and in-person participation.

9. ADJOURN: Chair Overfield adjourned meeting at 7:10 PM.



CITY OF EDGEWOOD PLANNING COMMISSION MEETING MINUTES

Monday, February 13, 2023 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Chair Overfield called the meeting to order at 6:01 PM.
 - A. **Commissioners Present:** Guillory; Overfield; Wagner; Ramirez; Pincas; Slate
 - B. **Commissioners Absent:** Greene
 - C. **Staff Members Present:** Evan Hietpas, Senior Planner
Lauren Balisky, CED Director
Jeremy Metzler, Public Works Director
 - D. **Others Present:** Mayor Daryl Eiding
2. **CONSENT AGENDA:** Chair Overfield requested a motion to approve the consent agenda. Guillory motioned to approve as presented, Wagner seconded. Commission voted 6-0 to approve.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:**
 - A. Public Zoning District and Public Facilities
 - i. Chair Overfield opened the public hearing at 6:03.
 - ii. Hietpas opened the public hearing by outlining the proposed code amendments.
 - iii. Hietpas read the public comment received on February 2, 2023, from Brian Devereaux, representing the Puyallup School District.
 - iv. Brian Devereaux, Director of Facilities Planning for the Puyallup School District, provided comment to support staff's recommendation to amend the Land Use Table for Elementary and Secondary Schools.
 - v. Chair Overfield closed the public hearing at 6:14.
5. **ACTION ITEMS:**
 - A. Public Zoning District and Public Facilities
 - i. Planning Commission discussed proposed code amendments.
 - ii. Chair Overfield requested a motion to approve all proposed code amendments, including the amendments related to schools. Pincas motioned to approve all proposed code amendments. Wagner seconded. Planning Commission voted 6-0 to approve.



**CITY OF EDGEWOOD
PLANNING COMMISSION MEETING MINUTES**

Monday, February 13, 2023 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

6. DISCUSSION ITEMS:

A. Middle Housing

- i. Dave Osaki, Department of Commerce Middle Housing Team Member, gave a presentation on the “Middle Housing Grant” project that the City of Edgewood and Pierce County South Sound Housing Affordability Partners are completing.

B. General Sewer Plan

- i. Metzler provided an update on the General Sewer Plan update, including proposed code amendments for future adoption.
- ii. No further discussion was held.

C. Processes and Procedures Code Amendments

- i. Hietpas introduced the agenda item, outlining a scope of code amendments that may be considered by City staff and the Planning Commission at a later date.
- ii. No further discussion was held.

D. 2023 Work Plan

- i. Hietpas provided an update on the Work Plan. No further discussion held.

7. STAFF COMMENTS:

- A. Hietpas introduced Lauren Balisky, Community and Economic Development (CED) Director, a new staff member in February 2023.

8. COMMISSIONER COMMENTS:

9. ADJOURN: Chair Overfield adjourned meeting at 7:04 PM.



ECONOMIC DEVELOPMENT ADVISORY BOARD MINUTES

Monday, February 6, 2023 at 6 p.m.

Hybrid Meeting Held Virtually via Zoom and Edgewood City Hall

1. Call to Order

Michael Pearce called the meeting to order at 6:02pm

Present: Andrew Wiesenfeld, Steven Weiss, Michael Pearce, Jason Neil

Absent: Lora Butterfield, Angel Swanson

Vacant: Position No. 1

Staff Members Present:

Senior Planner Morgan Dorner,

Community & Economic Development Director Lauren Balisky,

Assistant City Administrator Dave Gray

2. Consent Agenda:

- a. Agenda Approval or Modifications
- b. Approval of Minutes for October 3, 2022
- c. Approval of Minutes for December 5, 2022
- d. Review of Planning Commission Minutes for December and January 2023
- e. Review of December Development Review Reports

Motion: As Read **Action:** Approve, **Moved by:** Vice Chair Pierce **Seconded by:** Wiesenfeld

Motion Passed 4-0

3. Citizen Comment Period:

There were no citizen comments.

Old Business

2023 Work Plan and Meeting Calendar

Senior Planner Dorner reviewed this item with the board members to approve the DRAFT Work Plan for 2023. Board members reviewed modifications made based on previous conversations, in order to move it forward to the Council for review and final approval.

Board members noted errors in the 2023 meeting dates and asked that they be corrected and

the calendar brought back at the March meeting, to discuss rescheduling the July and September meetings.

Members requested to amend line item 5. to read:

Serve as Business Retention/Recruitment Ambassadors

and to add an item d. to read:

Business Recruitment/Development

Motion: Amend **Action:** Approve, **Moved by:** Andrew Wiesenfeld **Seconded by:** Jason Neil

Motion Passed 4-0

4. New Business:

a. 2024 Comprehensive Plan Update – Training Video

Board members watched the Washington State Department of Commerce video.

Discussion then ensued between board members and staff.

5. Staff Comments:

Senior Planner Dorner discussed the board vacancy of position no. 1, and the updates to the Town Center Subarea Plan.

6. Board Member Comments/Updates:

Michael Pearce spoke.

Andrew Wiesenfeld spoke.

7. Adjourn:

Motion: Adjourn **Action:** Approve, **Moved by:** Michael Pearce **Seconded by:** Jason Neil

Motion Passed 4-0

Michael Pearce adjourned the meeting at 7:56pm



PARKS AND RECREATION ADVISORY BOARD MEETING SUMMARY

Wednesday, January 11, 2023 – 6pm ♦ City Hall – 2224 104th Avenue East ♦

1. Call to Order

Brian Levenhagen called the meeting to order at 6:00pm.

2. Roll Call

Present: Brian Levenhagen, Stacie Famer (arrived at 6:15pm), Bill Hilton, Amity Highley, Jeff Southard, Shawn Olesen, Anne Percival

Council liaison: Councilmember Tonym

City Staff Present: Public Works Director (PWD) Jeremy Metzler IT Director Matthew Ray

3. Approval of Meeting Summary

a. December 14, 2022

Motion: As Read **Action:** Approve, **Moved by:** Shawn Olesen **Seconded by** Anne Percival :
Motion Passed 7-0

4. Old Business

a. Community Garden – Roles and Policy Updates

PWD Metzler briefed on the letter and survey sent out to the Community Gardner's asking for their feedback on changes for the park.

b. Park Brochure and Website Updates

Board members reviewed the changes implemented to the website based on their feedback. Discussion then ensued as to what else they'd like to see added.

c. Discussion/Follow-up – Memorial(s) for Fallen Officer(s)

PWD Metzler gave a brief update on the plaque that will be mounted between the two trees being planted in Deputy Dom Calata's memory at Edgewood Community Park.

d. Future Agendas List / 2023 Work Plan

Board members reviewed changes made and discussed specifics of topics.

5. New Business

a. Tri-Jurisdictional Meeting Prep

PWD Metzler asked board members their opinion on when they'd like to schedule this annual event. Members agreed March would be the best month with all cities agreeing on an agenda ahead of time.

6. Adjourn –

Motion: Adjourn **Action:** Approve, **Moved by:** Bill Hilton **Seconded by:** Anne Percival

Motion Passed 7-0 Chair Levenhagen adjourned the meeting at 7:04pm.



PARKS AND RECREATION ADVISORY BOARD MEETING SUMMARY

Wednesday, February 8, 2023 – 6pm ♦ City Hall – 2224 104th Avenue East ♦

1. Call to Order

2. Roll Call

Present: Stacie Famer, Bill Hilton (arrived 6:02pm), Amity Highley, Jeff Southard, Shawn Olesen, Anne Percival **Excused:** Brian Levenhagen **Council liaison:** Councilmember Tomyon

City Staff Present: Public Works Director (PWD) Jeremy Metzler IT Director Matthew Ray

3. Approval of Meeting Summary

- a. January 11, 2023

Motion: As Read Action: Approve, Moved by: Anne Percival Seconded by: Shawn Olesen

Motion Passed 6-0

4. Old Business

- a. Discussion/Follow-up – Memorial(s) for Fallen Officer(s)
PWD Metzler discussed the status on the memorial for Deputy Dom Calata. Currently they're still looking for a rock for the plaque to be mounted on and for the location they will be placing it within the Edgewood Community Park.
- b. Tri-Jurisdiction Meeting Prep
Board members discussed and reviewed the upcoming agenda, discussion topics, and time frames for speakers.
- c. Future Agendas List/2023 Work Plan
Board discussed 2022 accomplishments and what would be discussed at the upcoming joint meeting with the City Council.

5. New Business

a. Community Garden Kick-Off

Office Manager Bartelson and Communications Coordinator/Deputy Clerk Schwerzler-Herrera discussed changes being made at the Nelson Farm Park community garden. They discussed the survey that was sent out, the new applications with added fee, what would be discussed at the mandatory kick off meeting, and their efforts to partner with the Master Gardner Association, and Pierce Conservation District for educational events.

6. Adjourn –

Motion: Adjourn **Action:** Approve, **Moved by:** Bill Hilton **Seconded by:** Anne Percival **Motion Passed 6-0**

Jeff Southard adjourned the meeting at 7:12pm



Voucher Directory

Fiscal: : 2023 - April
Council Date: : All

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo	25742			2023 - April - 1st Council Meeting	
		568-A&R			
			April Services		
			001-018-000-518-30-41-01	Professional Services	\$1,135.00
				Monthly Janitorial Svs. for April	
		Total 568-A&R			\$1,135.00
	Total 25742				\$1,135.00
Total A & R Services dba Angela Rojo					\$1,135.00
Ainsworth Inc.					
	Direct Pay Payment 4/6/2023 10:49:34 AM - 1			2023 - April - 1st Council Meeting	
	SRVCE11333				
		PO 2023004			
		001-018-000-518-85-49-03		Computer Subscriptions	\$782.58
				PO 2023004- enteliWEB Subscription Renewal and Upgrade	
		Total SRVCE11333			\$782.58
	Total Direct Pay Payment 4/6/2023 10:49:34 AM - 1				\$782.58
Total Ainsworth Inc.					\$782.58
American Traffic Solutions					
	Direct Pay Payment 4/6/2023 10:49:34 AM - 2			2023 - April - 1st Council Meeting	
	INV0051872				
		March Traffic Camera Services			
		001-021-000-521-70-41-11		Traffic Policing-Traffic Camera Contract	\$33,250.00
				7 Traffic Cameras	
		Total INV0051872			\$33,250.00
	Total Direct Pay Payment 4/6/2023 10:49:34 AM - 2				\$33,250.00
Total American Traffic Solutions					\$33,250.00
CDW Government					
	Direct Pay Payment 4/6/2023 10:49:34 AM - 3			2023 - April - 1st Council Meeting	
	HP21195				
		PO 2023019			
		001-018-000-594-18-64-02		Cap Exp-Computer Hardware	\$317.19

Vendor	Number	Reference	Account Number	Description	Amount
				PO 2023019- Dell Docking Station (Finance Director)	
		Total HP21195			\$317.19
		Total Direct Pay Payment 4/6/2023 10:49:34 AM - 3			\$317.19
Total CDW Government					\$317.19
Century Link					
	EFT Payment 4/6/2023 10:48:20 AM - 1			2023 - April - 1st Council Meeting	
		253-927-2018 680B 3/25-4/25/23			
			3/25-4/25/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$167.92
				Elevator and Fire Alarm Line	
		Total 253-927-2018 680B 3/25-4/25/23			\$167.92
	Total EFT Payment 4/6/2023 10:48:20 AM - 1				\$167.92
Total Century Link					\$167.92
City of Sumner					
	25743			2023 - April - 1st Council Meeting	
		04012023-COS			
			1st Qtr 2023 Animal Licenses		
			650-000-000-589-30-00-05	Animal Licenses	\$533.00
				1st Qtr 2023 Animal Licenses	
		Total 04012023-COS			\$533.00
	Total 25743				\$533.00
Total City of Sumner					\$533.00
Clarity Consulting Engineers, PLLC					
	25744			2023 - April - 1st Council Meeting	
		1144			
			Consulting Fees		
			004-058-000-558-50-41-01	Professional Services	\$7,480.00
				Fire/Sprinkler Review- Multiple Permits (Edgewood Heights & The Learning Experience)	
		Total 1144			\$7,480.00
	Total 25744				\$7,480.00
Total Clarity Consulting Engineers, PLLC					\$7,480.00

Vendor	Number	Reference	Account Number	Description	Amount
Code Publishing Inc.					
	25745			2023 - April - 1st Council Meeting	
		GC0010368			
			March Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$1,255.65
				EMC Updates	
		Total GC0010368			\$1,255.65
	Total 25745				\$1,255.65
Total Code Publishing Inc.					\$1,255.65
Comcast					
	EFT Payment 4/6/2023 10:48:20 AM - 2			2023 - April - 1st Council Meeting	
	8498 34 018 0012868 4/1-4/29/23				
			4/1-4/29/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$117.83
				Home Internet- M.Ray (IT Director)	
		Total 8498 34 018 0012868 4/1-4/29/23			\$117.83
	8498 35 021 0458551 3/25-4/24/23				
			3/25-4/24/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$406.85
				City Hall Internet	
		Total 8498 35 021 0458551 3/25-4/24/23			\$406.85
	8498 35 021 0602869 3/29-4/28/23				
			3/29-4/28/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$93.90
				City Hall Public Internet	
		Total 8498 35 021 0602869 3/29-4/28/23			\$93.90
	Total EFT Payment 4/6/2023 10:48:20 AM - 2				\$618.58
Total Comcast					\$618.58
Crystal Springs					
	EFT Payment 4/6/2023 10:48:20 AM - 3			2023 - April - 1st Council Meeting	
	15787820 032223				
			March Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$197.32
				Water Delivery	
		Total 15787820 032223			\$197.32
	Total EFT Payment 4/6/2023 10:48:20 AM - 3				\$197.32
Total Crystal Springs					\$197.32
Gray & Osborne, Inc					
	25746			2023 - April - 1st Council Meeting	
		18-G&O Prj. 21621.00			
			Mar. Svcs-Chrisella Road East Safety Improvements		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$23,520.37

Vendor	Number	Reference	Account Number	Description	Amount
				Chrisella Road East Safety Improvements	
		Total 18-G&O Prj. 21621.00			\$23,520.37
		8-G&O Prj. 22585.00			
			Mar. Svcs-City of Puyallup General Sewer Plan Update		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$589.74
				City of Puyallup General Sewer Plan Update	
		Total 8-G&O Prj. 22585.00			\$589.74
	Total 25746				\$24,110.11
Total Gray & Osborne, Inc					\$24,110.11
Hanson Tree Service LLC					
	25747			2023 - April - 1st Council Meeting	
		121026-6			
			March Service		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$110.00
				City Hall Maple Tree Removal Evaluation	
		Total 121026-6			\$110.00
	Total 25747				\$110.00
Total Hanson Tree Service LLC					\$110.00
Jennings Equipment, Inc.					
	Direct Pay Payment 4/6/2023 10:49:34 AM - 4			2023 - April - 1st Council Meeting	
		40940P			
			March Purchase		
			001-076-000-573-90-35-01	Small Tools/Minor Equipment	\$79.21
				String Trimmer	
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$158.39
				String Trimmer	
			410-000-000-594-31-64-04	Equipment	\$158.39
				String Trimmer	
		Total 40940P			\$395.99
	Total Direct Pay Payment 4/6/2023 10:49:34 AM - 4				\$395.99
Total Jennings Equipment, Inc.					\$395.99
Kyocera Document Solutions NW					
	Direct Pay Payment 4/6/2023 10:49:34 AM - 5			2023 - April - 1st Council Meeting	
		55T1127909			
			12/30/22-3/29/23 Copy Charges		
			001-018-000-518-20-42-03	Copy Machine Charges	\$152.92
				Copy Overage Charges 12/30/22-3/29/23	
		Total 55T1127909			\$152.92
	Total Direct Pay Payment 4/6/2023 10:49:34 AM - 5				\$152.92
Total Kyocera Document Solutions NW					\$152.92

Vendor	Number	Reference	Account Number	Description	Amount
McClatchy Company LLC					
		Direct Pay Payment 4/6/2023 10:49:34 AM - 6	2023 - April - 1st Council Meeting		
		186465			
			March Statement		
			001-019-000-511-30-41-02	Legal Publications	\$388.12
			004-058-000-558-60-41-08	Legal Notices/Publications	\$239.62
		Total 186465			\$627.74
		Total Direct Pay Payment 4/6/2023 10:49:34 AM - 6			\$627.74
Total McClatchy Company LLC					\$627.74
McKinstry Co, LLC					
		Direct Pay Payment 4/6/2023 10:49:34 AM - 7	2023 - April - 1st Council Meeting		
		10206078			
			March Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,684.93
				March Maintenance	
		Total 10206078			\$1,684.93
		10206372			
			April Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,684.93
				April Maintenance	
		Total 10206372			\$1,684.93
		Total Direct Pay Payment 4/6/2023 10:49:34 AM - 7			\$3,369.86
Total McKinstry Co, LLC					\$3,369.86
Murrey's Disposal Company					
		EFT Payment 4/6/2023 10:48:20 AM - 4	2023 - April - 1st Council Meeting		
		11297098S111			
			March Service		
			001-018-000-518-20-47-03	Waste Disposal	\$380.69
				PW Yard	
		Total 11297098S111			\$380.69
		Total EFT Payment 4/6/2023 10:48:20 AM - 4			\$380.69
Total Murrey's Disposal Company					\$380.69
NW Traffic, Inc.					
	25748		2023 - April - 1st Council Meeting		
		23243			
			March Service		
			101-000-000-542-61-48-03	Sidewalks-Maintenance	\$464.00
				Paint Extruded Curb, 24th St	
		Total 23243			\$464.00
	Total 25748				\$464.00
Total NW Traffic, Inc.					\$464.00

Vendor	Number	Reference	Account Number	Description	Amount
One Beat Medical					
	25749			2023 - April - 1st Council Meeting	
		INV243097			
			PO 2023018		
			001-018-000-518-20-31-13	Safety Equipment	\$718.47
				PO 2023018-4 Batteries for HeartStart Defibrillators	
		Total INV243097			\$718.47
	Total 25749				\$718.47
Total One Beat Medical					\$718.47
O'Reilly Auto Parts					
	EFT Payment 4/6/2023 10:48:20 AM - 5			2023 - April - 1st Council Meeting	
	3725-482575				
			March Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$245.57
				Misc. Supplies for PW Vehicles & Mower	
		Total 3725-482575			\$245.57
	Total EFT Payment 4/6/2023 10:48:20 AM - 5				\$245.57
Total O'Reilly Auto Parts					\$245.57
Pape Machinery Inc.					
	Direct Pay Payment 4/6/2023 10:49:34 AM - 8			2023 - April - 1st Council Meeting	
	14303451				
			March Purchase		
			001-076-000-576-80-31-01	Operational Supplies	\$3.05
				PW Shop Supplies	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$6.12
				PW Shop Supplies	
			410-000-000-531-38-31-01	Operational Supplies	\$6.12
				PW Shop Supplies	
		Total 14303451			\$15.29
	14303469				
			March Purchase		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$23.85
				Part for Brush Cutter	
		Total 14303469			\$23.85
	308564				
			March Purchase		
			501-000-000-594-18-65-03	City Equipment	\$1,045.00
				John Deere Tooth Bar Attachment Kit for ToolCat	
		Total 308564			\$1,045.00
	Total Direct Pay Payment 4/6/2023 10:49:34 AM - 8				\$1,084.14
Total Pape Machinery Inc.					\$1,084.14

Vendor	Number	Reference	Account Number	Description	Amount
Public Finance Inc.					
	Direct Pay Payment 4/6/2023 10:49:34 AM - 9		2023 - April - 1st Council Meeting		
	0002445				
			2nd Qtr 2023 LID Services		
			401-000-000-535-10-41-01	Professional Services	\$1,789.86
				2nd Qtr 2023 LID Services	
		Total 0002445			\$1,789.86
	Total Direct Pay Payment 4/6/2023 10:49:34 AM - 9				\$1,789.86
Total Public Finance Inc.					\$1,789.86
Refunds/Reimbursements Vendor					
	25750		2023 - April - 1st Council Meeting		
		040123-BRS		BRS Permitting	
			Reimbursement for Cancelled Permit		
			004-000-000-322-10-00-01	Building & Other Permits	\$83.25
				Cancelled Permit (23-1079)	
		Total 040123-BRS			\$83.25
	Total 25750				\$83.25
	25751		2023 - April - 1st Council Meeting		
		040523-JF		John S Fairbanks	
			Reimbursement of Travel Expenses		
			004-058-000-558-60-43-01	Travel/Training Costs	\$120.32
				2023 EduCode Training Expenses	
			004-058-000-558-60-43-04	Meals Expense	\$120.86
				2023 EduCode Training Expenses	
		Total 040523-JF			\$241.18
	Total 25751				\$241.18
Total Refunds/Reimbursements Vendor					\$324.43
RS Underground, Inc					
	Direct Pay Payment 4/6/2023 10:49:34 AM - 10		2023 - April - 1st Council Meeting		
	3/2023 Pay Request				
			Final Pay Estimate-24th and 122nd Drainage Improvements		
			410-000-000-594-31-63-03	Drainage Improvements	\$88,357.42
				24th and 122nd Drainage Improvements	
		Total 3/2023 Pay Request			\$88,357.42
	Total Direct Pay Payment 4/6/2023 10:49:34 AM - 10				\$88,357.42
Total RS Underground, Inc					\$88,357.42
T-Mobile					
	EFT Payment 4/6/2023 10:48:20 AM - 6		2023 - April - 1st Council Meeting		
	982445894 2/22-3/21/23				
			2/22-3/21/23 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$36.40

Vendor	Number	Reference	Account Number	Description	Amount
				Mobile Hot Spot- D.Gray	
		Total 982445894 2/22-3/21/23			\$36.40
		Total EFT Payment 4/6/2023 10:48:20 AM - 6			\$36.40
Total T-Mobile					\$36.40
Traffic Management, Inc.					
		Direct Pay Payment 4/6/2023 10:49:34 AM - 11	2023 - April - 1st Council Meeting		
		974268			
			March Service		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$3,196.25
				Hazardous Tree Removal - 48th St E Traffic Control	
		Total 974268			\$3,196.25
		Total Direct Pay Payment 4/6/2023 10:49:34 AM - 11			\$3,196.25
Total Traffic Management, Inc.					\$3,196.25
Transpo Group					
		Direct Pay Payment 4/6/2023 10:49:34 AM - 12	2023 - April - 1st Council Meeting		
		30046			
			Prj. 1.21147.00 Town Center Zoning District		
			004-058-000-558-60-41-22	Prof Svcs-Town Center Masterplan	\$4,778.75
				Town Center Zoning District	
		Total 30046			\$4,778.75
		30049			
			Prj. 1.21147.00 Meridian Avenue Corridor Study		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$17,265.11
				Meridian Avenue Corridor Study	
		Total 30049			\$17,265.11
		30051			
			Prj. 1.21147.00 Prologis EIS		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$7,013.75
				Prologis EIS	
		Total 30051			\$7,013.75
		30053			
			Prj. 1.21147.00 ADA Self-Evaluation and Transition Plan		
			001-076-000-576-80-41-01	Professional Services	\$4,037.50
				ADA Self-Evaluation and Transition Plan	
			101-000-000-542-30-41-01	Roadway-Professional Service	\$4,037.50
				ADA Self-Evaluation and Transition Plan	
		Total 30053			\$8,075.00

Vendor	Number	Reference	Account Number	Description	Amount
		30074			
			Prj. 1.21147.00 ARCO Concurrency		
			004-058-000-558-60-41-03	Professional Services - Non reimbursable	\$2,508.75
				ARCO Concurrency	
		Total 30074			\$2,508.75
		Total Direct Pay Payment 4/6/2023 10:49:34 AM - 12			\$39,641.36
Total Transpo Group					\$39,641.36
Transportation Solutions					
	25752			2023 - April - 1st Council Meeting	
		19187			
			Prj 221033 SR 161 Prelim Design Study		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$13,125.25
				SR 161 Prelim Design Study	
		Total 19187			\$13,125.25
	Total 25752				\$13,125.25
Total Transportation Solutions					\$13,125.25
Utilities Underground Location Center					
		Direct Pay Payment 4/6/2023 10:49:34 AM - 13		2023 - April - 1st Council Meeting	
		3030147			
			March Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$118.68
				Utility Locating Svs. for March	
		Total 3030147			\$118.68
		Total Direct Pay Payment 4/6/2023 10:49:34 AM - 13			\$118.68
Total Utilities Underground Location Center					\$118.68
Verizon Wireless					
		EFT Payment 4/6/2023 10:48:20 AM - 7		2023 - April - 1st Council Meeting	
		9930907499			
			March Statement		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,637.32
				March Statement	
		Total 9930907499			\$1,637.32
		Total EFT Payment 4/6/2023 10:48:20 AM - 7			\$1,637.32
Total Verizon Wireless					\$1,637.32
WA State Treasurer					
	25753			2023 - April - 1st Council Meeting	
		040123-WST			
			1st Qtr 2023 Building Fees		
			650-000-000-589-30-00-04	State Bldg Code Fee	\$882.00

Vendor	Number	Reference	Account Number	Description	Amount
				1st Qtr 2023 Building Fees	
		Total 040123-WST			\$882.00
	Total 25753				\$882.00
Total WA State Treasurer					\$882.00
Woodland Electric LLC					
25754				2023 - April - 1st Council Meeting	
	1750-WE				
		PO 2023016			
		001-076-000-576-80-41-01		Professional Services	\$1,299.01
				PO 2023016- Electrical Improvements for PW Yard	
		101-000-000-542-30-41-01		Roadway-Professional Service	\$2,598.04
				PO 2023016- Electrical Improvements for PW Yard	
		410-000-000-531-38-41-01		Professional Service	\$2,598.04
				PO 2023016- Electrical Improvements for PW Yard	
	Total 1750-WE				\$6,495.09
	Total 25754				\$6,495.09
Total Woodland Electric LLC					\$6,495.09
Grand Total		Vendor Count	32		\$233,000.79

City of Edgewood 2023

April 11th 2023 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
AWC EFT 3/31/23	AWC Employee Benefit Trust	3/31/2023	\$49,958.14
DCP EFT 3/31/23	Deferred Compensation Program	3/31/2023	\$18,289.16
Direct Deposit Run -	Payroll Vendor	3/31/2023	\$97,284.05
DRS EFT 3/31/23	Dept of Retirement Systems	3/31/2023	\$22,167.52
DSHS-DCS EFT	WA State Support Registry	3/31/2023	\$719.00
IRS 941 EFT 3/31/23	IRS 941	3/31/2023	\$18,252.55
Total			\$206,670.42

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25741 Last Number Issued Previous Authorization			
25742	A & R Services dba Angela Rojo	4/11/2023	\$1,135.00
25743	City of Sumner	4/11/2023	\$533.00
25744	Clarity Consulting Engineers, PLLC	4/11/2023	\$7,480.00
25745	Code Publishing Inc.	4/11/2023	\$1,255.65
25746	Gray & Osborne, Inc	4/11/2023	\$24,110.11
25747	Hanson Tree Service LLC	4/11/2023	\$110.00
25748	NW Traffic, Inc.	4/11/2023	\$464.00
25749	One Beat Medical	4/11/2023	\$718.47
25750	BRS Permitting	4/11/2023	\$83.25
25751	Fairbanks, John S	4/11/2023	\$241.18
25752	Transportation Solutions	4/11/2023	\$13,125.25
25753	WA State Treasurer	4/11/2023	\$882.00
25754	Woodland Electric LLC	4/11/2023	\$6,495.09
Direct Pay Payment	Ainsworth Inc.	4/11/2023	\$782.58
Direct Pay Payment	RS Underground, Inc	4/11/2023	\$88,357.42
Direct Pay Payment	Traffic Management, Inc.	4/11/2023	\$3,196.25
Direct Pay Payment	Transpo Group	4/11/2023	\$39,641.36
Direct Pay Payment	Utilities Underground Location Center	4/11/2023	\$118.68
Direct Pay Payment	American Traffic Solutions	4/11/2023	\$33,250.00
Direct Pay Payment	CDW Government	4/11/2023	\$317.19
Direct Pay Payment	Jennings Equipment, Inc.	4/11/2023	\$395.99
Direct Pay Payment	Kyocera Document Solutions NW	4/11/2023	\$152.92
Direct Pay Payment	McClatchy Company LLC	4/11/2023	\$627.74
Direct Pay Payment	McKinstry Co, LLC	4/11/2023	\$3,369.86
Direct Pay Payment	Pape Machinery Inc.	4/11/2023	\$1,084.14
Direct Pay Payment	Public Finance Inc.	4/11/2023	\$1,789.86
EFT Payment 4/6/2023	Century Link	4/11/2023	\$167.92
EFT Payment 4/6/2023	Comcast	4/11/2023	\$618.58
EFT Payment 4/6/2023	Crystal Springs	4/11/2023	\$197.32
EFT Payment 4/6/2023	Murrey's Disposal Company	4/11/2023	\$380.69
EFT Payment 4/6/2023	O'Reilly Auto Parts	4/11/2023	\$245.57
EFT Payment 4/6/2023	T-Mobile	4/11/2023	\$36.40
EFT Payment 4/6/2023	Verizon Wireless	4/11/2023	\$1,637.32

Total Claims Voucher Distribution	\$233,000.79
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Total Distribution Submitted for Review & Authorization	\$439,671.21
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$439,671.21
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Daryl Eidinger

_____ Council Member

RESOLUTION NO. 23-0669

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AWARDING THE CONTRACT FOR THE NELSON
NATURE PARK WALKING PATH OVERLAY
PROJECT TO RAINIER ASPHALT SEALING, LLC.**

WHEREAS, staff identified a need to repair the Nelson Nature Park Walking Trails in the 2023 Capital Improvement Plan, which the City Council approved by adopting Ordinance 22-0636 on November 8, 2022; and

WHEREAS, the City utilized a competitive bidding process to obtain bids for the Nelson Nature Park Walking Path Overlay Project, advertising a Call for Bids on February 14, 2023; and

WHEREAS, after two bids were received and opened on March 10, 2023, City staff reviewed and determined that the lowest responsive and responsible bidder was Rainier Asphalt Sealing, LLC, based on its total bid of \$104,236; and

WHEREAS, the City Council considered staff's recommendation during its study session of April 4, 2023 and regular Council meeting of April 11, 2023, and determined that the contract for the Nelson Nature Park Walking Path Overlay Project should be awarded to Rainier Asphalt Sealing, LLC;

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

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Rainier Asphalt Sealing, LLC for the Nelson Nature Park Walking Path Overlay Project. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 11TH DAY OF APRIL, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Agreement and Bond Forms

PUBLIC WORKS CONTRACT

1. **Contract and Parties.** This Public Works Contract ("Contract") is between the CITY OF EDGEWOOD, Pierce County, Washington ("City"), a Washington municipal corporation and Rainier Asphalt Sealing L.L.C. ("Contractor"), a corporation organized under the laws of the State of Washington. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.
2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

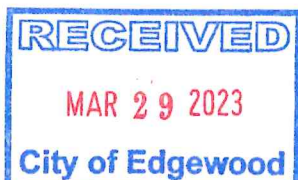
NELSON NATURE PARK WALKING PATH OVERLAY, to include furnishing all labor, materials and equipment necessary for the preparation of paving, repair of organic intrusions, and construction of paving at the Nelson Nature Park, including but not limited to, surface preparation, over excavation of damaged areas, transitions to existing structures and surfaces, overlay of existing walking path as further described in the Bid Documents.
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required under this Contract shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF EDGEWOOD
 2224 104th Ave E
 Edgewood, WA 98372-1513
 Contact: Chuck Hendricksen
 Phone: (253) 392-2560
 Email: chuck@cityofedgewood.org

CONTRACTOR:

Rainier Asphalt Sealing L.L.C.
 Address: 43424 SE North Bend Way
North Bend, WA 98045
 Contact: Tom Merry
 Phone: (800) 592-0311
 Email: merry@rainierasphalt.com
 Tax ID #: 602-057-202



A-1

5. **Notice to Proceed / Completion Time.** Contractor will commence the work set forth herein immediately after receiving written notice from the City to proceed, and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 25 working days, after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. *In general.*

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - This Contract
 - Scope of Work
 - Plans and Contract Drawings
 - Special Provisions
 - General Provisions
 - Bid Documents
 - Contractor's Proposal
 - Addenda (if any)
 - Performance and Bid Bond
 - All provisions required by law to be inserted into this Contract, whether actually attached hereto or not

In the event of a conflict between the provisions of any of the contract documents listed above, the provisions of the document first listed shall prevail.

- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.

- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Fridays, Contractor shall not start work before 8:00 AM, and shall not work after 5:00 PM.
- (6) Conditions of Work. By submitting a bid, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved in completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his/her own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured or waived by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings, if applicable, and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.
- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay the then current prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance. Upon execution of this Contract, Contractor, and any subcontractors, shall file a "Statement of Intent to Pay Prevailing Wages" with L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of all required Intent to Pay Prevailing Wages forms.

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

- (2) Notice to City. Minimum two (2) working days' prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. All Work shall be performed by the date for completion provided in this Contract. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

C. *Non-Discrimination.*

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

7. Compensation and Payment

- A. Unless otherwise mutually agreed through Change Order, as described in Section 10 below, the City shall pay the Contractor for the work performed under this contract as follows (select one):
- ☐ Time and materials; not to exceed _____ plus all applicable taxes.
 - ☐ Lump sum price set forth on the Contractor's proposal; not to exceed _____ plus all applicable taxes.
 - ☒ Unit prices set forth in the Contractor's proposal; not to exceed \$94,760.00 plus all applicable taxes.
- B. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- C. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice, except those required to be withheld by law or agreed to in special contract provisions.
- D. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. **Performance Bond.** If applicable, the Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto.

Initial: (Contractor)

9. **Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from each invoice. Such retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. In addition, the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.
10. **Changes.** After execution of the Contract, changes in the scope of the work set forth in the Bid Documents may be accomplished by change order. Change orders shall be in writing signed by the Parties. If the total Contract Amount proposed under a Change Order exceeds 110% of the Contract Amount established in Section 7, above, the Change Order shall be reviewed and approved by the City Council prior to execution. All other Change Orders may be administratively approved by the City.
11. **Term and Termination of Contract.** This Agreement shall be in full force and effect for a period commencing upon execution and ending May 16, 2023 unless extended or sooner terminated under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required. Further, this Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming

due to Contractor. Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Contract.

12. Responsibility Criteria and Verification by Contractor. Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. Responsibility Criteria.

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- e. If the public works project is subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- f. Pursuant to RCW 39.04.350(1)(g), has received training on the requirements related to public works and prevailing wages under chapter 39.04 RCW and chapter 39.12 RCW; or has completed three or more public works projects and have had a valid business license in Washington for three or more years; and
- g. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

- B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

13. Insurance.

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations for a period of three years following substantial completion of the work for the benefit of the City, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations

endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- (3) Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

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

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

K. Subcontractors

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as

set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

N. Extended Coverage for Completed Operations

The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the City by naming the City an additional insured using ISO Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.

14. Claims for damages.

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in

a judicial proceeding and is exclusive of third party claims for damage primarily thereto.

- D. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

15. **Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.
16. **Independent Contractor.** Contractor is and shall be at all times during the term of this Contract an independent contractor. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.
17. **Disputes.** Any action for claims arising out of or relating to this Contract shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.
18. **Attorney's Fees.** In any suit or action instituted to enforce any right granted in this

Contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

19. **Extent of Contract/Modification.** This Contract, together with attachments or addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.
20. **Use and Ownership of Logos and Documents.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
21. **Non-waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
22. **Severability.** Any provision or part of the Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

CITY OF EDGEWOOD

By: _____

Print name: _____

Title: _____

Date: _____

CONTRACTOR

By:  _____

Print name: THOMAS HENRY

Title: MANAGER MEMBER

Date: 3/22/22

APPROVED AS TO FORM:


Ann Marie J. Soto, City Attorney

Attachments

**CITY OF EDGEWOOD
PUBLIC WORKS PROJECT
PERFORMANCE BOND**

Bond No. PB00308300132

City Project #: 22-105
Surety Bond #: SEE ABOVE
DATE POSTED: _____
PROJECT COMPLETION DATE: _____

RE: Project Name: Nelson Nature Park Overlay
Owner/Developer/Contractor: Rainier Asphalt Sealing L.L.C.
Project Address: 2228 118th Avenue East

KNOW ALL PERSONS BY THESE PRESENTS: That we, Rainier Asphalt Sealing L.L.C. (hereinafter called the "Principal"), and Philadelphia Indemnity Insurance Company a corporation organized under the laws of the State of Pennsylvania, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Edgewood, Washington, in the sum of Ninety Four Thousand Seven Hundred and Sixty Dollars (\$ 94,760.00), lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City, to perform the following public works project within the City of Edgewood; and

WHEREAS, the agreement with the City requires that certain improvements be made as part of the public works project; and that such improvements be constructed in full compliance with City standards, and the plans and specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made or constructed within a certain period of time, unless an extension is granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until released in writing by the City of Edgewood, but only after the Principal has performed and satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete description here)

This project consists of furnishing all labor, materials and equipment necessary for the preparation of the existing asphalt pathway for performing a 2" overlay over the existing 6' wide path, and associated site restoration.

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within 15 Working Days which time period shall begin to run when the notice to proceed is issued, unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twelve (12) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this 24th day of March, 20 23.

SURETY COMPANY
(Signature must be notarized)

By:

[Signature]
Its Attorney-in-Fact

Print Name: Timothy S. Buhite

Business Name: Philadelphia Indemnity Insurance Company

Business Address: PO Box 833

City/State/Zip Code: Auburn, WA 98071

Telephone Number: (425) 317-3561

DEVELOPER/OWNER
(Signature must be notarized)

By

[Signature]
Its MANALINI MEMPHIA

Print Name: THANAL MEMPHIA

Business Name: Rainier Asphalt Sealing L.L.C.

Business Address: PO Box 1549

City/State/Zip Code: North Bend, WA 98045

Telephone Number: (800) 592-0311

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DATED this 4 day of April, 20 23.

SURETY COMPANY
(Signature must be notarized)

SEE PRIOR
PAGE

By: _____
Its _____

Print Name: _____

Business Name: _____

Business Address: _____

City/State/Zip Code: _____

Telephone Number: _____

DEVELOPER/OWNER
(Signature must be notarized)

By: _____
Its MANALINE MORGAN

Print Name: THOMAS MORGAN

Business Name: RAVIER ASHLEY BUILDING LLC

Business Address: PO Box 1549

City/State/Zip Code: WALL BEND WA 98649

Telephone Number: 509-393-2311

CITY OF EDGEWOOD

By: _____
Its: Mayor

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE



Individual (Form P-1)
Corporation (Form P-2)

FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Thomas Merry is the person who appeared before me, and said person acknowledged as the Managing Member of Rainier Asphalt Sealing LLC that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: April 4, 2023
Jamie Curbow
Jamie Curbow
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: Puyallup, WA
My Commission expires: 4/12/2024

(For Surety Company)
STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that Timothy Buhite is the person who appeared before me, and said person acknowledged as the Attorney-in-Fact of Philadelphia Indemnity Insurance Company that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 24, 2023



Deborah Cook
Deborah Cook
(print or type name)
NOTARY PUBLIC in and for the State of Washington, residing at: Lynnwood
My Commission expires: 8/1/23

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kristy A. Woods, Daniel E. Olson, Marianne Jackson, Timothy S. Buhite and Deborah Cook of Whitfield United Insurance Agencies Inc. dba Leavitt Group Northwest**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

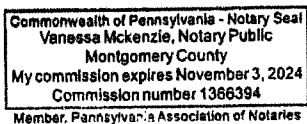


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of March, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-010 - Appointment and Potential Reappointment to Position 1 of the Economic Development Advisory Board (EDAB)	Agenda Item #: 7.A
	For Agenda of: 4/11/2023
	Prepared by: Morgan Dorner, Lauren Balisky
Attachments (list): 1. EDAB_ Public Roster - Current as of 1-18-23 2. EDAB Bylaws - EMC 2.32	
Approval of Materials: Morgan Dorner, Lauren Balisky Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required:
	Amount Budgeted:
	Timeline: April 4, 2023 Council Study Session Interviews April 11, 2023 Regular Council Meeting Appointment and Reappointment
4/6/2023 4/6/2023 4/6/2023	

Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Section 2.32.020 for Economic Development Advisory Board (EDAB) vacancies, City Council shall fill vacancies as stated in the Council Rules of Procedure. The City received one application for the EDAB Position 1 vacancy. At the April 4, 2023 Council Study Session, the Council interviewed said applicant. This agenda item is intended to allow City Council to consider the appointment and potential reappointment of the interviewee to fill the EDAB's vacant Position 1 seat.

Due to the resignation of an Economic Development Advisory Board (EDAB) member from the Position 1 seat there is currently a vacancy on the board. The current Position 1 term is set to expire on June 30, 2023. An appointment to this position would mean that their term would expire on June 30, 2023 (approximately two months) and they would need to reapply for the position. However, if appointed, Council may decide to reappoint the then current Position 1 board member to a new term set to expire on June 30, 2025. Two (2) motions and votes would be required.

At this Regular Council Meeting on April 11, 2023, the Mayor shall appoint the chosen interviewee and the Council shall confirm or deny the appointment proposed by the Mayor. If appointed, the Mayor shall appoint the chosen interviewee and the Council shall confirm or deny the reappointment proposed by the Mayor.

There are a total of three (3) positions on the board with terms set to expire on June 30, 2023. This includes Positions 1, 2, and 3. The City is anticipating that interviews for these positions would be held May 16, 2023. Position 1 would not be included if the Council decides to reappoint Position 1 on April 11, 2023 after that position's appointment.

Item History:

April 4, 2023 Council Study Session Interviews

Recommended Action:

MOTION confirming Mayoral Appointment of David Olson to Position 1 of the Economic Development Advisory Board with term ending June 30, 2023.

Then, if appointed:

MOTION confirming Mayoral re-appointment of David Olson to Position 1 of the Economic Development Advisory Board with term ending June 30, 2025.

Fiscal Note/Consideration:

N/A

EDAB Membership Roster			
Position	Member	City Email	Term Ending
1	VACANT		2023
2	Andrew Wiesenfeld	awiesenfeld@cityofedgewood.org	2023
3	Lora Butterfield	lbutterfield@cityofedgewood.org	2023
4	Steven Weiss	sweiss@cityofedgewood.org	2024
5	Angel Swanson*	aswanson@cityofedgewood.org	2024
6	Michael Pearce**	mpearce@cityofedgewood.org	2024
7	Jason Neil	jneil@cityofedgewood.org	2024

***Chair**

****Vice-Chair**

Chapter 2.32 ECONOMIC DEVELOPMENT ADVISORY BOARD

Sections:

[2.32.010 Created – Membership.](#)

[2.32.020 Appointment of members – Terms.](#)

[2.32.030 Powers.](#)

[2.32.040 Organization.](#)

[2.32.050 Summary preparation \(minutes\).](#)

[2.32.060 Removal and vacancies.](#)

2.32.010 Created – Membership.

There is hereby created an economic development advisory board (board) consisting of seven members, the majority of which shall be residents of the city of Edgewood and, because of the regional nature of economic development, up to three members may be nonresidents. No member shall serve more than two full consecutive terms on the board. The city council shall reasonably endeavor to seek a diverse membership including without limitation members from the banking industry, real estate investment, real estate sales, commercial marketing, business professionals, and economic development specialists. (Ord. 13-393 § 1; Ord. 12-381 § 1).

2.32.020 Appointment of members – Terms.

A. The initial members of the board shall be appointed by the mayor and confirmed by the council, in accordance with the process set forth in the Council Rules of Procedure, by position number, and shall serve staggered terms as follows: positions one through three will initially serve a three-year term expiring on June 30, 2015, with two-year terms being assigned thereafter, and positions four through seven will be assigned two-year terms expiring on June 30, 2014, with two-year terms being assigned thereafter, in order to create staggered terms for the overall membership.

B. Future members shall be selected in accordance with the Council Rules of Procedure.

C. The board shall serve the city council as an advisory body with power to recommend policy to the council. The board shall not take binding action on behalf of the city. (Ord. 18-531 § 4; Ord. 12-381 § 1).

2.32.030 Powers.

The economic development advisory board is created to assist and advise the city council in connection with issues and programs involving economic policy, commercial business, land development policy and business retention as may be referred to the board by the city council, including:

- A. Facilitate cooperation and coordination between various business groups on business issues;
- B. Make recommendations to the city council and to city staff for programs in which the city could or should participate to enhance commercial and mixed use development opportunities in the city, which programs may be in cooperation with any appropriate private, public, civic or community agency, group or association of or in the city, county, state or federal government;
- C. Recommend ways and means of obtaining private, local, county, state or federal funds and other participation for the promotion of business development projects within the city;
- D. Work with city staff, city council boards or commissions, task forces and other city/community based groups, as directed by the city council, on relevant issues and projects;
- E. The board shall periodically have the responsibility of advising and making recommendations, to council, on economic policy;
- F. The board shall periodically recommend projects or planning tools necessary to carry out its vision and develop the long-range capital budget necessary to support the recommendations;
- G. The board shall, on a regular basis, be available for citizens' input concerning any matter which the board is considering or may consider;
- H. The board shall make recommendations to the council regarding adoption of or amendments to all economic development plans. (Ord. 12-381 § 1).

2.32.040 Organization.

- A. City staff will be assigned as deemed necessary by the mayor in support of the board.
- B. The mayor may appoint a chair and vice chair from the membership or choose to allow the board to elect them from its members. The chair shall be a resident of the city of Edgewood. The chair and vice chair terms of office shall be for one year beginning July 1st and ending June 30th. The elected vice chair shall preside in the absence of the chair. The chair and vice chair shall be voting members of the board. The mayor may create and fill other such offices as is determined necessary.
- C. At least once each year, the board shall meet with the council at a joint study session to discuss the board's work plan for the coming year and other issues of general interest.
- D. The board shall adopt such rules and regulations as are necessary for the conduct of its business, including rules of procedure, that are consistent with applicable city ordinances and resolutions.
- E. A simple majority of board members shall represent a quorum for the transaction of businesses, and a

majority vote of those present shall be necessary to carry any proposition.

F. The board shall conduct meetings in accordance with the Open Public Meetings Act, and shall, whenever possible, keep an audio recording and/or written record of its meetings, business transactions, findings and determinations.

G. The board chair shall provide monthly reports to the city council at the second regular council meeting of the month. (Ord. 15-447 § 1 (Exh. A); Ord. 12-381 § 1).

2.32.050 Summary preparation (minutes).

A. A sufficient record must be kept to furnish evidence that the board has complied with the rules by which it is governed.

B. Summaries shall show exactly what actions were taken and decisions made at the board meeting(s). The following is a list of information to be included in the summaries:

1. Date of meeting;
2. Location of meeting;
3. Type of meeting (regular, continued, public hearing, etc.);
4. Time of meeting;
5. Time meeting commenced;
6. Officials/members present*;
7. Officials/members absent or excused*;
8. Topics of business;
9. Actions taken on each business matter;
10. Record of motions;
11. Record of voting;
12. Date and time of next scheduled meeting; and
13. Time of adjournment.

*If a board member leaves during a meeting, note time of departure and time of return, if applicable. If a board member arrives after commencement of the meeting, note time of arrival.

C. Standard Format. Use of standardized format to create uniformity of summary entries and to save time in composing the record shall be developed by the city clerk. Composition of the meeting summaries shall require the input of only specifics, such as verbiage of motions made, maker of motions and second, and results of voting. Other statements, discussion, and remarks of individual board members and commentators will not be noted in the summaries. Written statements may be submitted to the city clerk and will be retained in the appropriate meeting file.

D. Summaries of each meeting will be prepared by staff, approved by the board, and placed on the council consent agenda for approval. (Ord. 12-381 § 1).

2.32.060 Removal and vacancies.

The city council may remove any appointed member of the board. The board may, by a vote in favor thereof by a majority of its members, recommend to the city council removal of an appointed member upon such grounds as inefficiency, neglect of duty, or malfeasance in office. Three consecutive unexcused absences by any board member from both regular and special meetings shall constitute grounds for removal. Attendance of any board member that falls below 80 percent due to unexcused absences during any 12-month period shall also be grounds for removal. Any board member may resign at any time by delivering written notice to the city clerk. Vacancies occurring other than by expiration of term shall be filled for the unexpired term in the manner used for regular appointment to the board. (Ord. 12-381 § 1).