



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, November 7, 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

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

- A.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- B.** EMC Amendment - Title 5 – Business Licenses and Regulations
- C.** Update to Fee Schedule References
- D.** Fee Schedule Resolution
- E.** Annual Capital Improvement Plan (CIP) Update
- F.** Preliminary 2024 Budget
- G.** Amendment No. 1 to WSDOT ILA for SR 167 Completion
- H.** Chrisella Rd Safety Improvement – Supplemental Agreement #5
- I.** Prologis Park Pavement Analysis – HWA GeoSciences Contract
- J.** Becker SP - Bond Work Project Contract
- K.** Wolf Point Trail - Design Contract

3. OTHER COUNCIL ITEMS

4. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: EMC Amendment - Title 5 – Business Licenses and Regulations	Agenda Item #: 2.B
	For Agenda of: 11/7/2023
	Prepared by: Lauren Balisky, Jennifer Bartelson
Attachments (list): 1. ORDINANCE 23.06XX Business License Procedures - FINAL DRAFT 2. ORDINANCE 23.06XX Business License Procedures - Exhibit A redline - FINAL DRAFT 3. ORDINANCE 23.06XX Business License Procedures - Exhibit A clean - FINAL DRAFT	
Approval of Materials: Lauren Balisky, Jennifer Bartelson Rachel Pitzel, City Clerk/HR Director 10/23/2023 Dave Gray 10/23/2023 Daryl Eidinger 10/23/2023	Expenditure Required: None. Amount Budgeted: N/A Timeline:

Summary Statement:

The City of Edgewood partners with the Washington State Department of Revenue (WADOR) Business Licensing System (BLS) to process business license applications and renewals. In 2020, 2022, and 2023, the Washington State Legislature adopted various minor amendments to the procedures, handling fees and public disclosure procedures for business license applications. The proposed code amendment updates the city's business license procedures in Edgewood Municipal Code (EMC) to align with the updated in Revised Code of Washington (RCW) Chapter 19.02 and clarifies fee references.

Item History:

Recommended Action:

Review the draft ordinance and provide feedback to staff, if any. A public hearing is scheduled for November 14, 2023.

Fiscal Note/Consideration:

ORDINANCE NO. 23-06XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 5.05 OF THE EDGEWOOD MUNICIPAL CODE (EMC), GENERAL BUSINESS LICENSE CODE, REGARDING PROCEDURES AND FEES FOR BUSINESS LICENSES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood requires that every person or entity engaging in business activities within the City obtain a general business license; and

WHEREAS, the City partners with the Washington State Department of Revenue's (DOR) Business Licensing System (BLS) under the procedures set forth in Chapter 19.02 of the Revised Code of Washington (RCW) for the issuance and renewal of business licenses; and

WHEREAS, in the 2020, 2022, and 2023 Regular Sessions, the Washington State Legislature adopted various minor amendments to the procedures, handling fees and public disclosure for business license applications set forth in Chapter 19.02 RCW; and

WHEREAS, the City desires to update its business licensing procedures to align with Chapter 19.02 RCW; and

WHEREAS, the City's SEPA Official issued a determination that this Ordinance was categorically exempt under WAC 197-11-800(19)(a); and

WHEREAS, the City Council considered a draft of this Ordinance during its study session on October 17, 2023; and

WHEREAS, the City Council considered this Ordinance during a regular meeting on October 24, 2018;

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

Section 1. EMC 5.05.020, amended. EMC 5.05.020, Definitions, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC 5.05.050, amended. EMC 5.05.050, Separate business license required, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. EMC 5.05.060, amended. EMC 5.05.0260, License not transferable, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC 5.05.070, amended. EMC 5.05.070, License posting, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. EMC 5.05.090, amended. EMC 5.05.090, Application procedure – License fee, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 6. EMC 5.05.110, amended. EMC 5.05.110, License renewal, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 7. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 14TH DAY OF NOVEMBER, 2023

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication: November 15, 2023
Effective Date: November 20, 2023

Chapter 5.05

GENERAL BUSINESS LICENSE CODE

... 5.05.020 Definitions.

... B. Additional definitions not contained in Chapter 18.20 EMC that apply to this title are:

... 3. Engage In or Engaging In.

... b. This subsection sets forth examples of activities that constitute engaging in business in the city and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to pay a business license fee.

... 5. “Business Licensing Service” and “BLS” mean the office within the Washington State Department of Revenue providing business licensing services to the city of Edgewood. (Ord. 18-530 § 2 (Att. A)).

... 5.05.050 Separate business license required.

A. A separate license shall be obtained for each physical location of a business enterprise within the city and each license shall authorize the licensee to carry on, pursue or conduct business only at ~~that~~ the physical location of the enterprise as stated on the license.

...

C. When the licensee wishes to change the location of a ~~their~~ business within the city ~~changes~~, the licensee shall notify the BLS sufficiently in advance of the intended move to allow BLS to notify ~~shall return the license to the city clerk,~~ and any other regulatory agencies with an interest in the business, and providing enough time for the clerk and other agencies to review the intended new location. Business shall not commence at the new location until approved. If the move is approved, a new license will be issued for the new place of business ~~free of charge~~, as long as no grounds exist for denial or revocation of the license, as set forth in EMC 5.05.130. A change of location may require submitting a zoning change of use for the new location. (Ord. 18-530 § 2 (Att. A)).

5.05.060 License not transferable.

A. No license issued under the provisions of this chapter shall be ~~transferable~~ transferred or ~~assignable~~ assigned.

B. In the event that the ownership of a business changes, the acquiring person shall obtain their own license for the business as provided for in this chapter before commencing business activities under the acquired business. ~~license shall be returned to the city clerk and a new license applied for.~~ (Ord. 18-530 § 2 (Att. A)).

5.05.070 License posting.

All licenses issued pursuant to this chapter shall be posted in a conspicuous place at ~~each~~ the business location for which it was issued. ~~enterprise.~~ (Ord. 18-530 § 2 (Att. A)).

... 5.05.090 Application procedure – License fee.

A. ~~The city council shall, by resolution, establish the fees to be assessed to implement and operate the regulations adopted in this chapter.~~ Application for the general business license provided for in this chapter is made by filing a business license application with BLS. The application shall include all information required for each license requested, all fees due for all licenses and any fee set forth in the City of Edgewood Fee Schedule, as well as the application handling fee required by RCW 19.02.075 and any other fees required by this code.

B. ~~Applicants~~ The BLS shall provide all necessary information to the city clerk for review. The city clerk shall determine whether to approve issuance of the license through the BLS which will then produce the license document. If the determination is made to deny the application, the city shall provide the decision to the applicant in writing. An applicant who is denied may pursue an appeal as provided for in EMC 5.05.130 through 5.05.180. ~~in the city's business license application form, which shall be accompanied by a receipt from the BLS showing payment of the required fee. A new business license shall be required annually. If the application for a new license is made within six months of the date fixed for expiration, the fee shall be one-half the annual fee.~~ (Ord. 18-530 § 2 (Att. A)).

... 5.05.110 License renewal – Late penalties.

- A. ~~A~~ The business license issued through the provisions of this chapter shall expire on the date established by the BLS and must be renewed on or before that date to lawfully continue to engage in business within the city. ~~at the end of the calendar year for which it is issued.~~
- B. Application for renewal of the license is made through the BLS and shall include all information required for renewal of all licenses involved, the total fee for all licenses, as well as the renewal application handling fee required by RCW 19.02.075. ~~The city clerk may mail the forms for application for a new business license to business enterprises in the city to the last address provided to the city clerk by the licensee. Failure of the business to receive any such form shall not excuse the business from securing the required license or from paying the license fee when due.~~
- C. The license expiration date and respective city license fee amount may be prorated as necessary in order to synchronize the license expiration with the expiration date of the business license account maintained by the BLS. ~~Failure to obtain a new business license for each subsequent calendar year shall subject the licensee to the penalties set forth in EMC 5.05.190, in addition to the required license fee.~~
- D. Failure to complete the business license renewal by the expiration date shall incur the late renewal penalty required by RCW 19.02.085 in addition to all other fees due. ~~Business licenses shall be obtained by January 1st of each subsequent calendar year that the person or business continues to engage in business within the city.~~
- E. Failure to complete the license renewal within 120 days after expiration shall result in the cancellation of the license and shall require submitting a new application for a business license in order to lawfully engage in business within the city. The city may require payment of all past due amounts prior to approving the new business license.
- F. The city may impose additional penalties in addition to those referenced in this section, as provided for in EMC 5.05.190. (Ord. 18-530 § 2 (Att. A)).

Chapter 5.05
GENERAL BUSINESS LICENSE CODE

... 5.05.020 Definitions.

... B. Additional definitions not contained in Chapter 18.20 EMC that apply to this title are:

... 3. Engage In or Engaging In.

... b. This subsection sets forth examples of activities that constitute engaging in business in the city and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to pay a business license fee.

... 5. “Business Licensing Service” and “BLS” mean the office within the Washington State Department of Revenue providing business licensing services to the city of Edgewood. (Ord. 18-530 § 2 (Att. A)).

... 5.05.050 Separate business license required.

A. A separate license shall be obtained for each physical location of a business enterprise within the city and each license shall authorize the licensee to carry on, pursue or conduct business only at the physical location of the enterprise as stated on the license.

...

C. When the licensee wishes to change the location of their business within the city, the licensee shall notify the BLS sufficiently in advance of the intended move to allow BLS to notify the city clerk, and any other regulatory agencies with an interest in the business, and providing enough time for the clerk and other agencies to review the intended new location. Business shall not commence at the new location until approved. If the move is approved, a new license will be issued for the new place of business, as long as no grounds exist for denial or revocation of the license, as set forth in EMC 5.05.130. A change of location may require submitting a zoning change of use for the new location. (Ord. 18-530 § 2 (Att. A)).

5.05.060 License not transferable.

A. No license issued under the provisions of this chapter shall be transferred or assigned.

B. In the event that the ownership of a business changes, the acquiring person shall obtain their own license for the business as provided for in this chapter before commencing business activities under the acquired business. (Ord. 18-530 § 2 (Att. A)).

5.05.070 License posting.

All licenses issued pursuant to this chapter shall be posted in a conspicuous place at the business location for which it was issued. (Ord. 18-530 § 2 (Att. A)).

... 5.05.090 Application procedure – License fee.

A. Application for the general business license provided for in this chapter is made by filing a business license application with BLS. The application shall include all information required for each license requested, all fees due for all licenses and any fee set forth in the City of Edgewood Fee Schedule, as well as the application handling fee required by RCW 19.02.075 and any other fees required by this code.

B. The BLS shall provide all necessary information to the city clerk for review. The city clerk shall determine whether to approve issuance of the license through the BLS which will then produce the license document. If the determination is made to deny the application, the city shall provide the decision to the applicant in writing. An applicant who is denied may pursue an appeal as provided for in EMC 5.05.130 through 5.05.180. (Ord. 18-530 § 2 (Att. A)).

... 5.05.110 License renewal – Late penalties.

A. The business license issued through the provisions of this chapter shall expire on the date established by the BLS and must be renewed on or before that date to lawfully continue to engage in business within the city.

B. Application for renewal of the license is made through the BLS and shall include all information required for renewal of all licenses involved, the total fee for all licenses, as well as the renewal application handling fee required by RCW 19.02.075.

C. The license expiration date and respective city license fee amount may be prorated as necessary in order to synchronize the license expiration with the expiration date of the business license account maintained by the BLS.

D. Failure to complete the business license renewal by the expiration date shall incur the late renewal penalty required by RCW 19.02.085 in addition to all other fees due.

E. Failure to complete the license renewal within 120 days after expiration shall result in the cancellation of the license and shall require submitting a new application for a business license in order to lawfully engage in business within the city. The city may require payment of all past due amounts prior to approving the new business license.

F. The city may impose additional penalties in addition to those referenced in this section, as provided for in EMC 5.05.190. (Ord. 18-530 § 2 (Att. A)).



City Of Edgewood Council Agenda Summary Sheet

Subject: Update to Fee Schedule References	Agenda Item #: 2.C
	For Agenda of: 11/7/2023
	Prepared by: Lauren Balisky
Attachments (list): 1. ORDINANCE 23.06XX Fee Schedule - Final Draft 2. ORDINANCE 23.06XX Fee Schedule - Exhibit A redline - Final Draft	
Approval of Materials: Lauren Balisky Dave Gray 11/2/2023 Daryl Eidingen 11/2/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 11/07/2023 SS

Summary Statement: This is a proposed set of amendments to the Edgewood Municipal Code (EMC) to ensure references to fees, deposits, refunds, or collections are consistent and point to the City of Edgewood Fee Schedule, adopted by resolution pursuant to Chapter 3.35 EMC, and to remove most specific fee amounts from the EMC.

Many chapters of the EMC are impacted by this update, however three titles are specifically excluded or only partially updated:

- Title 4 EMC, related to Impact Fees, contains only minimal updates. The City is required to update these chapters by June 30, 2025, to comply with 2023 Engrossed House Bill 1337, which caps impact fees for Accessory Dwelling Units at 50% of the rate of the primary unit.
- Title 11 EMC, related to Sewer, is excluded until EMC updates are made concurrent with adoption of the updated General Sewer Plan. This work is anticipated to be complete no later than December 2024.
- Title 15 EMC, related to various construction codes, is excluded until EMC updates are made to adopt the 2021 suite of codes. This work must be complete in advance of the current March 15, 2024 effective date.

Item History:
N/A

Recommended Action:

Review the draft ordinance and provide feedback to staff, if any. A public hearing is scheduled for November

14, 2023.

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 23-06XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING TITLES 2, 3, 4, 5, 6, 8, 10, 12, 13, 14, 16, 18, AND 20 OF THE EDGEWOOD MUNICIPAL CODE (EMC), UPDATING REFERENCES TO THE CITY OF EDGEWOOD FEE SCHEDULE, ADOPTING A NEW CHAPTER 3.55 EMC RELATED TO COLLECTION OF UNPAID FEES AND CHARGES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood has adopted and codified at Chapter 3.35 EMC a schedule establishing reasonable administrative fees and charges for various permits, approvals, and other City services; and

WHEREAS, the City Council desires to update and clarify the EMC to ensure that procedures for the recoupment of City expenses incurred in the review and processing of various permits, approvals, and other City services is consistent; and

WHEREAS, the City Council further desires to update and clarify the procedures for collection of unpaid fees and charges via the use of a collections agency, pursuant to RCW 19.16.500; and

WHEREAS, the City Council held a duly-noticed public hearing on November 14, 2023;

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

Section 1. EMC 2.50.050(A) Amended. Subsection (A) of EMC 2.50.050, Copying and fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. EMC 3.20.170 Amended. EMC 3.20.170, Unpaid taxes a debt to city, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. EMC 3.35.030 Amended. EMC 3.35.030, Reimbursement of costs, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. EMC 3.35.060 Adopted. EMC 3.35.060, Insufficient funds, is hereby added to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 5. EMC 3.35.070 Adopted. EMC 3.35.070, Fee exemptions, is hereby adopted to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 6. EMC 3.35.080 Adopted. EMC 3.35.080, Refunds, is hereby adopted to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 7. EMC 3.35.090 Adopted. EMC 3.35.090, Investigation fee for unpermitted or unauthorized work, is hereby adopted to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 8. Chapter 3.55 EMC, Adopted. Chapter 3.55 EMC, Use of collections agencies, is hereby adopted to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 9. EMC 4.05.030 Amended. EMC 4.05.030, Administrative fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 10. EMC 4.10.110(A)(2) Amended. Subsection (A)(2) of EMC 4.10.110, Imposition of impact fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 11. EMC 4.20.030 Amended. EMC 4.20.030, Fee imposed – Applicability, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 12. EMC 4.30.160 Amended. EMC 4.30.160, Schedule of fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 13. EMC 5.05.190(C)(4) Amended. Subsection (C)(4) of EMC 5.05.190, Violations and enforcement – Penalties, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 14. EMC 5.08.090(C) Added. Subsection (C) of EMC 5.08.090, Over- or underpayment - Penalties, is hereby added to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 15. EMC 5.08.110(B) Amended. Subsection (B) of EMC 5.08.110, Appeals, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 16. EMC 6.01.020 Amended. EMC 6.01.020, References, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 17. EMC 8.10.030(D) Amended. Subsection (D) of EMC 8.10.030, Retail fireworks sales, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 18. EMC 8.10.070(I) Amended. Subsection (I) of EMC 8.10.070, Public display, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 19. EMC 10.05.040 Amended. EMC 10.05.040, Street use permit authorized, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 20. EMC 10.05.060(F) Amended. Subsection (F) of EMC 10.050.060, Overweight permit required, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 21. EMC 10.10.100(F) Added. Subsection (F) of EMC 10.10.100, Penalties, is hereby added to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 22. EMC 12.05.010(D) Added. Subsection (D) of EMC 12.05.010, Authority to adopt interim road and rights-of-way code, is hereby added to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 23. EMC 12.06.070 Amended. EMC 12.06.070, Franchise fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 24. EMC 12.08.080(M) Amended. Subsection (M) of EMC 12.08.080, Master use permit application, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 25. EMC 12.14.010(B) Amended. Subsection (B) of EMC 12.14.010, Petition for vacation by property owners, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 26. EMC 12.14.030(D) Added. Subsection (D) of EMC 12.14.030, Appraisals, is hereby added to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 27. EMC 12.14.070(E) Amended. Subsection (E) of EMC 12.14.070, Compensation, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 28. EMC 12.16.050(C)(8) Amended. Subsection (C)(8) of EMC 12.16.050, Street use permits, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 29. EMC 12.16.160 Amended. EMC 12.16.160, Permit fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 30. EMC 12.16.200(B) Amended. Subsection (B) of EMC 12.16.200, Appeals, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 31. EMC 12.18.030(A)(12) Amended. Subsection (A)(12) of EMC 12.18.030, Application for lease required, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 32. EMC 13.05.050 Amended. EMC 13.05.050, Engineering review fee, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 33. EMC 13.05.100(H)(1) Amended. Subsection (H)(1) of EMC 13.05.100, Penalties and enforcement, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 34. EMC 13.05.100(L) Added. Subsection (L) of EMC 13.05.100, Penalties and enforcement, is hereby added to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 35. EMC 13.10.070(A) Amended. Subsection (A) of EMC 13.10.070, Stormwater drainage charges, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 36. EMC 13.25.080(E) Added. Subsection (E) of EMC 13.25.080, Penalties, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 37. EMC 14.10.050(D)(5) Amended. Subsection (D)(5) of EMC 14.10.050, Administration, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 38. EMC 14.10.050(I)(2)(c) Amended. Subsection (I)(2)(c) of EMC 14.10.050, Administration, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 39. EMC 14.10.120(B) Amended. Subsection (B) of EMC 14.10.120, Fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 40. EMC 14.10.120(D) Amended. Subsection (D) of EMC 14.10.120, Fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 41. EMC 14.10.120(F) Added. Subsection (F) of EMC 14.10.120, Fees, is hereby added to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 42. EMC 16.02.050(F) Amended. Subsection (F) EMC 16.02.050, Application, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 43. EMC 16.03.040(A)(1) Amended. Subsection (A)(1) of EMC 16.03.040, Application submittal, filing, procedure, and fee, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 44. EMC 16.03.100 Amended. EMC 16.03.100, Final short subdivision application, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 45. EMC 16.04.030(C) Amended. Subsection (C) of EMC 16.04.030, Review procedures, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 46. EMC 16.04.040 Amended. EMC 16.04.040, Neighborhood meeting, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 47. EMC 16.04.070 Amended. EMC 16.04.070, Application submittal and review process, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 48. EMC 16.04.150 Amended. EMC 16.04.150, Final full subdivision application, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 49. EMC 16.05.040(J) Amended. Subsection (J) of EMC 16.05.040, Complete application, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 50. EMC 16.06.040(E) Amended. Subsection (E) of EMC 16.06.040, Requirements for improvements, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 51. EMC 16.07.050(A)(10) Amended. Subsection (A)(10) of EMC 16.07.050, Requirements for a complete application, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 52. EMC 16.07.050(B)(9) Amended. Subsection (B)(9) of EMC 16.07.050, Requirements for a complete application, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 53. EMC 16.07.050(C)(9) Amended. Subsection (C)(9) of EMC 16.07.050, Requirements for a complete application, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 54. EMC 18.30.110 Amended. EMC 18.30.110, Fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 55. EMC 18.40.080(C)(3) Amended. Subsection (C)(3) of EMC 18.40.080, Process I – Administrative approval, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 56. EMC 18.40.080(D)(3) Amended. Subsection (D)(3) of EMC 18.40.080, Process I – Administrative approval, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 57. EMC 18.40.090(L)(3) Amended. Subsection (L)(3) of EMC 18.40.090, Process II – Administrative action, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 58. EMC 18.40.090(C)(3) Amended. Subsection (C)(3) of EMC 18.40.090, Process II – Administrative action, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 59. EMC 18.40.090(T)(2) Amended. Subsection (T)(2) of EMC 18.40.090, Process II – Administrative action, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 60. EMC 18.40.100(D)(4) Amended. Subsection (D)(4) of EMC 18.40.100, Process III – Hearing examiner action, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 61. EMC 18.40.100(T)(3) Amended. Subsection (T)(3) of EMC 18.40.100, Process III – Hearing examiner action, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 62. EMC 18.40.100(DD)(3) Amended. Subsection (DD)(3) of EMC 18.40.100, Process III – Hearing examiner action, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 63. EMC 18.40.120(G)(3) Amended. Subsection (G)(3) of EMC 18.40.120, Process V – Legislative review, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 64. EMC 18.40.140(A)(6) Amended. Subsection (A)(6) of EMC 18.40.140, Project permit applications, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 65. EMC 18.40.150(A) Amended. Subsection (A) of EMC 18.40.150, Determination of completeness (RCW 36.70B.070), is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 66. EMC 18.40.150(D)(8) Amended. Subsection (D)(8) of EMC 18.40.150, Determination of completeness (RCW 36.70B.070), is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 67. EMC 18.40.190(H)(5) Amended. Subsection (H)(5) of EMC 18.40.190, Notice of public hearing, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 68. EMC 18.50.020(G)(3) Amended. Subsection (G)(3) of EMC 18.50.020, Administrative interpretations, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 69. EMC 18.50.030(C)(1) Amended. Subsection (C)(1) of EMC 18.50.030, Administrative use permit, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 70. EMC 18.50.030(F) Amended. Subsection (F) of EMC 18.50.030, Administrative use permit, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 71. EMC 18.50.035(B)(3) Amended. Subsection (B)(3) of EMC 18.50.035, Residential cluster development, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 72. EMC 18.50.035(I) Amended. Subsection (I) of EMC 18.50.035, Residential cluster development, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 73. EMC 18.50.040(C)(2) Amended. EMC 18.50.040, Conditional use, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 74. EMC 18.50.040(C)(7)(o)(ii) Amended. Subsection (C)(7)(o)(ii) of EMC 18.50.040, Conditional use, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 75. EMC 18.50.050(C)(1) Amended. Subsection (C)(1) of EMC 18.50.050, Design standards review, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 76. EMC 18.50.060(C)(1) Amended. Subsection (C)(1) of EMC 18.50.060, Essential public facilities permit, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 77. EMC 18.50.070(C)(2) Amended. Subsection (C)(2) of EMC 18.50.070, Temporary use permits, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 78. EMC 18.50.080(C)(1)(a) Amended. Subsection (C)(1)(a) of EMC 18.50.080, Variances, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 79. EMC 18.50.080(C)(3) Amended. Subsection (C)(3) of EMC 18.50.080, Variances, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 80. EMC 18.50.080(D)(1)(a) Amended. Subsection (D)(1)(a) of EMC 18.50.080, Variances, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 81. EMC 18.55.030(F) Amended. Subsection (F) EMC 18.55.030, Application requirements, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 82. EMC 18.60.050(J) Amended. Subsection (J) of EMC 18.60.050, Requirements for a complete application, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 83. EMC 18.60.130 Amended. EMC 18.60.130, Submission of applications (who may submit and when), is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 84. EMC 18.90.140(F)(1) Amended. Subsection (F)(1) of EMC 18.90.140, Performance Standards, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 85. EMC 18.97.260(E)(1) Amended. Subsection (E)(1) of EMC 18.97.260, Sign permits, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 86. EMC 18.97.270(D)(7) Amended. Subsection (D)(7) of EMC 18.97.270, Master sign plans, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 87. EMC 18.97.280(D)(5) Amended. Subsection (D)(5) of EMC 18.97.280, Sign variances, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 88. EMC 18.100.110(K) Amended. Subsection (K) of EMC 18.100.110, Wireless communications facilities, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 89. EMC 18.105.100 Amended. EMC 18.105.100, Application for capacity evaluation, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 90. EMC 20.05.250(J)(1) Amended. Subsection (J)(1) of EMC 20.05.250, Appeals, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 91. EMC 20.05.280 Amended. EMC 20.05.280, Fees, is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 92. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 93. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 14TH DAY OF NOVEMBER, 2023

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication: November 15, 2023

Effective Date: November 20, 2023

DRAFT

Exhibit A

Title 2 Administration and Personnel

Chapter 2.50 Public records inspection and copying procedures.

2.50.050 Copying and fees.

... A. Fee Schedule. ~~The charge for standard black and white photocopies is \$0.15 per page; \$0.10 per page for public records scanned into an electronic format or for the use of agency equipment to scan the records; \$0.05 per each four electronic files or attachment uploaded to email, cloud-based data storage service, or other means of electronic delivery; and \$0.10 per gigabyte for the transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The city shall take reasonable steps to provide the records in the most efficient manner available in its normal operations; and the actual cost of any digital storage media or device provided by the city, the actual cost of any container or envelope used to mail the copies to the requester, and the actual postage or delivery charge.~~

~~The city may charge a flat fee of up to \$2.00 for any request as an alternative to fees authorized under this section when the city reasonably estimates and documents that the costs allowed under this subsection are clearly equal to or more than \$2.00. An additional flat fee shall not be charged for any installment after the first installment of a request produced in installments. If the city has elected to charge the flat fee for an initial installment, it may not charge the fees authorized under this section on subsequent installments.~~ The fees for copying and providing public records shall be listed in the City of Edgewood Fee Schedule. (Ord. 17-508 § 2).

Title 3 Revenue and Finance

Chapter 3.20 Gambling Tax

3.20.170 Unpaid taxes a debt to the city.

Any tax due and unpaid under this chapter, and all penalties or fees, constitute a debt to the city of Edgewood, ~~a municipal corporation, and~~ may be collected by referral to a collection agency in accordance with Chapter 3.55 EMC and RCW 19.16.500 or court proceedings the same as any other debt in like amount which is in addition to all other existing remedies. In any such action, the prevailing party shall be entitled to recover its reasonably incurred costs, expenses, and fees, including attorneys' fees. (Ord. 98-111 § 18).

Chapter 3.35 Fees and Charges for City Services

3.35.030 Reimbursement of costs.

A. Costs incurred by the city for planning, engineering, legal or other professional services, which services are performed by an independent contractor or consultant for the city for the processing and/or review of permit applications, shall be reimbursed by the applicant in addition to the basic permit fee, if any. In addition, all costs directly attributable to the processing and/or review of a permit application charged by third party service providers and incurred by the city shall also be reimbursed by the applicant.

B. At the time of application for a development use permit, the applicant shall pay all applicable fees including a deposit, in an amount of ~~50~~ 100 percent of the anticipated charges, as determined by the director, for reimbursable expenses. The director of community development may require a higher deposit within the first month after notice of complete application if the director reasonably estimates by a calculation done in writing that the deposit in the fee schedule will be inadequate to cover the reimbursable expenses of the application. Payment shall be due within 10 days of request. All reimbursable costs incurred by the city during processing and/or review of applicant's permit shall be deducted from the deposit made by the applicant. No interest shall be paid to the applicant on the amount collected by the city as a deposit.

C. In the event the remaining amount of an applicant's deposit for independent contractor or consultant expenses falls below 10 percent of the original amount of the deposit prior to the conclusion of processing of the application, the director of community development shall require

the deposit to be replenished in an amount necessary to cover any estimated further independent contractor expenses. Payment shall be due within 10 days of request.

D. If any amount is past due under this section, it shall bear interest at 12 percent per annum after 30 days of delinquency. Permit processing shall be suspended during any delinquency period and no permit shall be issued until all sums due under this section are fully paid.

E. The director of finance or designee is authorized and directed to assign delinquent accounts not paid within ~~six months~~ 30 calendar days of ~~first invoice after project completion~~ to a collection agency, in accordance with Chapter 3.55 EMC and RCW 19.16.500; provided, that the director shall maintain a list of those accounts so assigned.

F. Any deposited funds not expended upon independent contractors and third party service providers upon completion of permit processing shall be refunded to the applicant within 30 calendar days after the final decision. (Ord. 16-474 § 1 (Exh. A)).

3.35.060 Insufficient funds.

In the event of insufficient funds on a draft, an application for any approval, license, permit, or other authorization shall be deemed null and void.

3.35.070 Fee exemptions.

A. The City is exempt from paying the fees set forth in the City of Edgewood Fee Schedule.

B. Administrative decision appeal fees may be waived if the appellant's gross family income is no more than 80 percent of the Pierce County median income based on the latest information provided by the Washington State Office of Financial Management. Income information shall be verified through the household's latest tax return.

3.35.080 Refunds.

A. All fees and charges specified in this code, whether listed in the City of Edgewood Fee Schedule or not, are nonrefundable unless otherwise specified.

B. Requests for refunds shall be submitted in writing to the city prior to the expiration of the associated application, approval, license, or permit, and shall specify the reason for the request.

C. Refunds may be authorized by the applicable director when one of the following conditions exist:

1. A fee was charged by the City in error or when an application for a permit, license, or approval was required by the City in error. These fees will be refunded at 100 percent.
2. When an application for a permit, license, or approval is withdrawn by the applicant prior to a decision, the applicable director may authorize refunding up to 80 percent of the associated review fees. The amount of the refund shall be based on the amount of effort expended by the city prior to the applicant's request to withdraw the application, including any actual costs or third-party review.
3. When an applicant requests to cancel an issued permit for site work or construction and it has been 180 days or less from the date of issuance, no work has been done under the issue permit and no inspections have been completed, the applicable director may authorize refunding up to 80 percent of the associated permit and inspection fees.

D. Refunds shall not be granted when:

1. The application, approval, permit or license has expired or otherwise been permitted to lapse by the applicant;
2. The application, approval, permit, or license is for unpermitted or unauthorized work or to otherwise remedy a code violation;
3. An approval, permit, or license has been issued and inspections have begun; or
4. An approval, permit, or license has been revoked.

E. Decisions on requests for refunds shall not be appealable.

3.35.090 Investigation fee for unpermitted or unauthorized work.

When any use, site work, or construction is initiated prior to obtaining any necessary approval, permit, and/or license required by this code, an investigation fee shall be charged. This fee shall be charged in addition to the application or permit fee and shall be collected whether or not an application is then subsequently issued. The investigation fee shall be \$500.00 or double the amount of the application fee required by this code, whichever is greater. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from penalties prescribed by law.

Chapter 3.55 Use of Collections Agencies

3.55.010 Authority.

Pursuant to RCW 19.16.500, the city's finance director, or authorized representative, shall have the authority to refer delinquent public debts, penalties, and accounts to an agency for collection and/or to write off public debts and accounts determined by the director to have no cost-effective means of collecting the public debt or account. For purposes of this chapter, public debt includes, but is not limited to, any fees, penalties, or other charges due to the city.

3.55.020 Collection agency use procedures.

A. In addition to other remedies for collecting amounts owed to the city, the city may retain, by written contract, the services of a licensed collection agency to collect public debts owed by any person pursuant to the procedures set forth in this chapter. If the city retains a collection agency to collect public debts owed to the city, a fee, payable by the debtor, shall be added to the outstanding debt for the collection agency fee incurred.

B. Before assigning a debt to a collection agency, the city must send the debtor a written bill for the debt amount.

C. If a debt amount owed to the city is not paid within thirty (30) days of the date on which the amount becomes due, the finance director may send a written notice, by regular or certified mail, to the debtor's last known address according to the city's records. The written notice shall state the amount owed to the city, the amount of any applicable interest and penalties, that the city may assign the debt to a collection agency for collection if the amount owed, together with any applicable interest and penalties, is not paid in full within thirty (30) days of the date of the written notice. The written notice shall also state that if the city assigns the debt to a collection agency, the city shall charge the debtor a fee to be added to the outstanding debt for the collection agency fee incurred or to be incurred as provided in this chapter.

D. If the amount owed to the city, together with applicable interest and penalties, is not paid in full within thirty (30) days of the date of the written notice as provided in subsection (C) of this section, the city may assign the debt to a collection agency to collect the outstanding debt, together with any applicable interest, penalties and the collection agency service fee.

E. Collection agencies assigned debts under this chapter shall have only those remedies and powers which would be available to them as assignees of private creditors.

3.55.030 Establishment of collection fees.

A. There are hereby established fees to cover the additional costs to collect overdue amounts to the city. Such fees shall include but not be limited to the additional direct costs of pursuing delinquent collection including such things as direct costs, obtaining the services of a collection agency, and administrative charges incurred in creating and maintaining each past due account receivable.

B. A fee equal to the amount of the city's additional collection efforts, up to the statutory limitations in place at that time, shall be added to the original outstanding debt due to the city.

C. A collection agency fee as set forth in the contract between the city and collection agency shall be added to the original outstanding debt due to the city on each account turned over to the collection agency to cover the costs of administering and maintaining the collection program within the city.

Title 4 Impact Fees

Chapter 4.05 Deferral of Impact Fees.

4.05.030 Administrative fees.

For each new single-family residence for which an impact fee payment deferral is sought, the applicant for impact fee deferral shall simultaneously remit an administrative fee to the city to help defray the city's expenses in processing and monitoring such application. The amount of the administrative fee shall be ~~established by city council resolution~~ as set forth in the City of Edgewood Fee Schedule. (Ord. 16-475 § 2 (Exh. A)).

Chapter 4.10 School Impact Fees.

4.10.110 Imposition of impact fees.

A. Impact fees shall be imposed upon development activity in the city as follows: ...

... 2. ~~The maximum school impact fee authorized by the city of Edgewood is \$3,500 per single family unit, and \$2,000 per multifamily unit.~~ The current school impact fees shall be listed in the City of Edgewood Fee Schedule. (Ord. 17-490 § 2; Ord. 16-475 § 3; Ord. 15-458 § 2; Ord. 13-403 § 3; Ord. 07-280 § 2; Ord. 06-264 § 2; Ord. 04-231 § 2; Ord. 02-187 § 12).

Chapter 4.20 Park Impact Fees.

4.20.030 Fee imposed – Applicability.

A. There is imposed, and shall be collected from every person who receives a development permit, a park impact fee for each dwelling unit based on the average occupancy for each housing type...

B. The current park impact fees shall be listed in the City of Edgewood Fee Schedule. (Ord. 16-469 § 2 (Exh. A); Ord. 13-394 § 2; Ord. 02-192 § 1).

Chapter 4.30 Traffic Impact Fees

4.30.160 Schedule of fees.

A traffic impact fee shall be assessed against all new development in the Transportation Impact Fee Schedule, adopted pursuant to this chapter. This fee schedule represents the city's

determination of the appropriate share of system improvement costs to be paid by new growth and development. The current transportation impact fees shall be listed in the City of Edgewood Fee Schedule. (Ord. 21-608 § 6 (Exh. A); Ord. 17-491 § 11; Ord. 07-282 § 1).

Title 5 Business Licenses and Regulations

Chapter 5.05 General Business License Code

5.05.190 Violations and enforcement – Penalties.

...C. Enforcement.

... 4. Collections. Any license fee or penalty due, unpaid and delinquent under this chapter shall constitute a debt to the city. The city may, pursuant to [Chapter 3.55 EMC](#) [and](#) RCW 19.16.500, use a collection agency to collect unpaid license fees or penalties, or it may seek collection by court proceedings, which remedies shall be in addition to all other remedies. (Ord. 18-530 § 2 (Att. A)).

Chapter 5.08 Utility Taxes

5.08.090 Over- or Underpayment – Penalties.

... [C. Collection of unpaid fees, taxes, and penalties. In addition to any other legal remedies available to the city, the city may refer any unpaid amounts due to a collection agency in accordance with Chapter 3.55 EMC and RCW 19.16.500.](#) (Ord. 18-520 § 1).

5.08.110 Appeals.

... B. How to File an Appeal. The written notice of appeal shall be accompanied by ~~a written appeal fee in accordance with the city's adopted fee resolution~~ [payment of an appeal fee as set forth in the City of Edgewood Fee Schedule.](#)

Title 6 Animal Control

Chapter 6.01 Animal Control Regulations Adopted by Reference

6.01.020 References.

A. The following references ...

B. For the convenience of the public, the animal and kennel licensing fees listed in SMC

6.04.030 shall be listed in the City of Edgewood Fee Schedule. (Ord. 19-555 § 2; Ord. 16-459

§ 1 (Exh. A)).

Title 8 Health and Safety

Chapter 8.10 Fireworks

8.10.030 Retail fireworks sales.

... D. Permit Fee (Effective until June 29, 2024). The annual permit fee for the retail sale of fireworks as authorized pursuant to this section shall be \$75.00 per year, payable in advance. shall be set forth in the City of Edgewood Fee Schedule (Ord. 16-473 § 3; Ord. 14-417 § 2 (Exh. A); Ord. 03-210 § 3).

8.10.070 Public display.

... I. The fee for each permit for public display of fireworks shall be as ~~specified in the fee schedule, adopted by city of Edgewood Resolution 02-125, as now exists or as hereafter may be amended~~ set forth in the City of Edgewood Fee Schedule. (Ord. 15-447 § 1 (Exh. A); Ord. 03-210 § 7).

Title 10 Vehicles and Traffic

Chapter 10.05 Commercial Vehicles

10.05.040 Street use permit authorized.

The mayor or his/her designee is authorized to issue a temporary permit for nonexempted travel based on a finding that the public purpose is served by doing so. An overweight permit will be required for the street use. There shall be an annual fee, ~~per the adopted fee schedule~~, imposed to cover the cost of administering the permit as set forth in the City of Edgewood Fee Schedule. (Ord. 15-447 § 1 (Exh. A); Ord. 04-223 § 1).

10.05.060 Overweight permit required.

... F. Any route must be approved by the mayor or his/her designee before use. The mayor shall take into account traffic flow, safety, and any other applicable factors when determining if the permit is to be issued. Whenever possible the route shall make use of the stated designated truck route. There shall be an annual fee imposed, ~~per the adopted fee schedule~~, to cover the cost of administering the permit as set forth in the City of Edgewood Fee Schedule. The mayor is authorized to terminate permits issued under this section for failure to comply with the criteria herein. (Ord. 15-447 § 1 (Exh. A); Ord. 04-223 § 1).

Chapter 10.10 Vehicles and Traffic

10.10.100 Penalties.

... F. Collection of unpaid penalties. In addition to any other legal remedies available to the city, the city may refer any unpaid penalties to a collection agency in accordance with Chapter 3.55 EMC and RCW 19.16.500. (Ord. 19-549 § 2; Ord. 18-538 § 2; Ord. 01-173 § 2).

Title 12 Streets, Sidewalks and Public Places

Chapter 12.05 Roads and Rights-of-Way

12.05.010 Authority to adopt interim road and rights-of-way code.

... D. The following references as used in the PCC adopted under EMC 12.05.010 shall have the following meanings for purposes of this title:

1. “Impact fee” shall mean the impact fees adopted pursuant to EMC Title 4, Impact Fees.
2. All other references to fees shall be the associated fees as set forth in the City of Edgewood Fee Schedule. (Ord. 16-465 § 1; Ord. 05-245 § 1; Ord. 96-16 § 1).

Chapter 12.06 Right-of-Way Franchises and Permits for Public and Private Utilities

12.06.070 Franchise fees.

There is established a fee for each franchise application, ~~as established by resolution within the fee schedule, described in EMC 3.35.010~~ as set forth in the City of Edgewood Fee Schedule.

Said fee will provide reimbursement to the city of Edgewood for the administrative costs and expenses associated with processing the application, including the cost for public notice advertising and publication. The fee shall be payable in its entirety at the time each separate application for a new franchise or franchise renewal, amendment, supplement, or assignment is filed with the department of public works. ~~Each applicant shall reimburse the city for public notice advertising and publication costs incurred in respect to each application in addition to the established fee.~~ Further, to the fullest extent allowed by law, all grantees shall reimburse the city for all direct and indirect costs and expenses over and above the established fee incurred by the city in connection with any grant, modification, amendment, renewal, or transfer of any franchise, within 30 days after written demand thereof. (Ord. 17-488 § 5; Ord. 05-245 § 2).

Chapter 12.08 Right-of-Way Use – Master Use Permit and Utility Relocation (Telecommunications and Cable Television)

12.08.080 Master use permit application.

... M. An application fee ~~which shall be set by the city council by resolution~~ and any deposits or charges ~~established by resolution~~ as set forth in the City of Edgewood Fee Schedule; (Ord. 17-489 § 2).

Chapter 12.14 Street and Alley Vacations

12.14.010 Petition for vacation by property owners.

... B. Elements of Petition. The petition shall include a description of the property to be vacated, as prepared by a licensed surveyor. In addition, the petitioners shall provide evidence that the public has an easement upon such street or alley (and that the property is not owned in fee by the city). A nonrefundable fee, ~~as established by the city council (in its fee resolution)~~ as set forth in the City of Edgewood Fee Schedule, must also be submitted for the purpose of defraying the administrative costs associated with the processing of the vacation petitions. This fee is also applicable to petitions under the nonuser statute (EMC 12.14.050(B)). (Ord. 18-529 § 2).

12.14.030 Appraisals.

... D. The appraisal fees and deposit as described in this section shall be listed in the City of Edgewood Fee Schedule. (Ord. 18-529 § 2).

12.14.070 Compensation.

... E. Vacations of Streets Subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (nonuser statute). The city council's adoption of a vacation ordinance for those streets and alleys subject to RCW 36.87.090 (nonuser statute) shall not require compensation by the abutting owners. However, the property owners initiating such vacation shall pay the city's administrative fees relating to research and processing of the vacation request as set forth in the City of Edgewood Fee Schedule. (Ord. 18-529 § 2).

Chapter 12.16 Street Use Permits

12.16.050 Street use permits.

C. Elements of a Complete Application. A complete street use permit application shall consist of the following:

... 8. Fees. The street use permit fee ~~shall be billed at current staff hourly rates, unless otherwise established by the city in the adopted fee resolution~~ as set forth in the City of Edgewood Fee Schedule. (Ord. 19-550 § 1).

12.16.160 Permit fees.

~~A. From time to time, the director shall prepare and recommend for adoption by the city council a schedule of fees applicable to reviewing and administering all permits for public places.~~

~~1. Fees for using or occupying the public place may take into consideration the undesirability of the use or occupation relative to the rights of the public, such as the city policy of discouraging certain types of encroachments inconsistent with the public right of access, including access to the shorelines or other public places, and shall be included in the schedule of fees for use of public places under the jurisdiction of the director.~~

~~2. The director is authorized to collect a monetary deposit for services to be conducted related to the review or inspection of a permit prior to or at permit issuance.~~

~~3. The director is authorized to collect fees for other city departments that provide services related to the review of a permit for use of the public place.~~

~~B.~~ A. The City of Edgewood Fee Schedule fee schedule, ~~when adopted by ordinance,~~ shall govern the fee for permits issued and reviewed. All permit and review fees shall be commensurate with the cost of administering, inspecting, and policing involved in issuing and continuing the permits and with the use and occupation granted by the permits. The fee shall be collected as a condition to issuing or continuing any permit or use. (Ord. 19-550 § 1).

12.16.200 Appeals.

... B. An aggrieved person may appeal the director's decision by paying the appeal fee as set forth in the City of Edgewood Fee Schedule and filing an appeal statement with the city clerk within 10 calendar days of the date of the decision. (Ord. 19-550 § 1).

Chapter 12.18 Leases of City Property

12.18.030 Application for lease required.

A. Any person that desires to solicit the city's approval of a lease pursuant to this chapter shall file an application with the city, which shall include the following:

... 12. An application fee for city review costs and a deposit for all survey, appraisal or other costs anticipated to be incurred by the city in connection with the application and

lease evaluation process, as set forth in the City of Edgewood Fee Schedule. If at any point in processing the lease application the city anticipates that review of the lease application will exceed the deposit provided by the applicant, the applicant shall deposit additional funds with the city for such processing costs prior to the city engaging in further review of the applicant's lease application. Deposits shall be processed pursuant to EMC 3.35.030. (Ord. 20-576 § 1 (Exh. A)).

Title 13 Surface Water Management and Site Development

Chapter 13.05 Stormwater Manual – Site Development Regulations

13.05.050 Engineering review fee.

Engineering review fees as set forth in the ~~city's fee schedule~~ [City of Edgewood Fee Schedule](#) must be paid upon application for the site development permit. Additional review fees may be assessed by other city divisions and departments prior to permit issuance.

~~A. Permit fees must be paid at the city and are nonrefundable.~~

~~B. City departments are exempt from fees set forth herein.~~ (Ord. 16-482 § 2 (Exh. B); Ord. 05-259 § 1).

13.05.100 Penalties and enforcement.

... H. ...

1. A bill issued by the director or designee for collection of costs incurred is appealable within 14 days from the date of the letter. Appeals may be filed by submitting an appeal fee, ~~in accordance with the city's fee schedule~~ [as set forth in the City of Edgewood Fee Schedule](#), along with a written statement identifying the basis for disputing city claim to the department initiating the action.

... [L. Collection of unpaid penalties and costs. In addition to any other legal remedies available to the city, the city may refer any unpaid civil penalties or cost recovery assessment to a collection agency in accordance with chapter 3.55 EMC and RCW 19.16.500.](#) (Ord. 20-572 § 5 (Exh. E); Ord. 16-482 § 2 (Exh. B); Ord. 05-259 § 1).

Chapter 13.10 Storm Drainage and Surface Water Utility

13.10.070 Stormwater drainage charges.

... A. Annual service charges for all parcels ~~within the city are as follows:~~ [are set forth in the City of Edgewood Fee Schedule.](#)

Classification	Rate
Residential	\$257.58
Duplex	\$332.26

Classification	Rate
Multifamily (per sq. ft. impervious area)	\$0.097565
Mobile Home Site	\$141.67
Vacant/Undeveloped	\$64.80
State, County and Federal Public Highways (per sq. ft. impervious area)	\$0.029268
All Others (per sq. ft. impervious area)	\$0.097565

.... (Ord. 19-561 §§ 2, 3; Ord. 18-528 § 2 (Exh. A)).

Chapter 13.25 Illicit Stormwater Discharges

13.25.080 Penalties

... E. Collection of unpaid penalties and costs. In addition to any other legal remedies available to the city, the city may refer any unpaid civil penalties or cost recovery assessment to a collection agency in accordance with chapter 3.55 EMC and RCW 19.16.500. (Ord. 20-572 § 5 (Exh. E); Ord. 16-482 § 2 (Exh. B); Ord. 10-345 § 2 (Exh. A)).

Title 14 Critical Areas

Chapter 14.10 General Provisions

14.10.050 Administration.

... D. Elements of a Complete Permit Application. A complete application for approval of a critical areas permit under this title shall consist of the following materials:

... 5. The required application fee as set forth in the City of Edgewood Fee Schedule.

... I. Time Limitations.

... 2. Time Extensions.

... c. A written request for a time extension shall be filed with the department at least 60 days prior to the expiration of the approval with payment of appropriate fees as set forth in the City of Edgewood Fee Schedule. (Ord. 17-513 § 3 (Exh. A)).

14.10.120 Fees.

... B. Fee Establishment. ~~The city, by resolution, shall establish fees for filing of critical area review processing and other services provided by the city as required by this title.~~ The amount of the fees charged shall be as set forth in the City of Edgewood Fee Schedule.

... D. Payment. Fees established in accordance with this title shall be paid upon submission of a signed application or petition for appeal, or as otherwise set forth in the City of Edgewood Fee Schedule ~~provided by any fee ordinance or resolution adopted by the city council.~~

... F. Refunds shall be processed pursuant to Chapter 3.35 EMC. (Ord. 17-513 § 3 (Exh. A)).

Title 16 Subdivisions

Chapter 16.02 Boundary Line Adjustments

16.02.050 Application.

... F. The appropriate fee as set forth in ~~Chapter 3.35 EMC~~ the City of Edgewood Fee Schedule shall accompany the application. (Ord. 06-269 § 2 (Exh. A)).

Chapter 16.03 Short Subdivisions

16.03.040 Application submittal, filing procedure, and fee.

... A. ...

1. The appropriate fees as set forth in ~~Chapter 3.35 EMC~~ the City of Edgewood Fee Schedule shall accompany the application. (Ord. 06-269 § 2 (Exh. A)).

16.03.100 Final short subdivision application.

Applications for final short subdivision approval shall be made on forms provided by the city along with the required fee ~~as prescribed in Chapter 3.35 EMC~~ as set forth in the City of Edgewood Fee Schedule and include the following: (Ord. 06-269 § 2 (Exh. A)).

Chapter 16.04 Full Subdivisions

16.04.030 Review procedures.

... C. Prior to submission of a preliminary full subdivision application, a preapplication conference as prescribed in EMC 18.40.130 is required. The applicant is responsible for submitting the required information and paying the appropriate fee as set forth in ~~Chapter 3.35 EMC~~ the City of Edgewood Fee Schedule. (Ord. 06-269 § 2 (Exh. A)).

16.04.040 Neighborhood meeting.

Following the preapplication conference and prior to submission of a full subdivision application, a neighborhood meeting is required. The purpose of the neighborhood meeting is to allow the applicant to identify community concerns and receive public input on the preliminary plat application. The applicant shall take action minutes of the meeting and shall submit the minutes with the preliminary plat application.

The meeting shall be open to the public and a representative of the city should attend. The meeting shall be held on a weekday evening, but not during a city observed holiday. In order to schedule a neighborhood meeting, the applicant shall perform the following three steps: (A) contact the city to receive a mailing list consistent with the requirement set forth in EMC 16.01.080; (B) verify the date is not an observed holiday; and (C) pay the applicable fees as set forth in the City of Edgewood Fee Schedule. Once the meeting is scheduled, the applicant shall mail notice of the meeting to all property owners identified on the provided mailing list. The meeting notice shall be mailed at least 15 calendar days prior to the neighborhood meeting date. The applicant shall submit a copy of the mailed notice and an affidavit confirming all mailings with the preliminary plat application. (Ord. 20-584 § 1; Ord. 06-269 § 2 (Exh. A)).

16.04.070 Application submittal and review process.

Applications for preliminary full subdivision applications shall be considered for review upon payment of fees as set forth in ~~Chapter 3.35 EMC~~ the City of Edgewood Fee Schedule, and in accordance with the procedures established in Chapter 18.40 EMC and supplemental procedures in this chapter. The application shall contain the following information: (Ord. 06-269 § 2 (Exh. A)).

16.04.150 Final full subdivision application.

Applications for final full subdivision approval shall be made on forms provided by the city along with the required fee ~~as prescribed in Chapter 3.35 EMC~~ as set forth in the City of Edgewood Fee Schedule and include the following: (Ord. 06-269 § 2 (Exh. A)).

Chapter 16.05 Binding Site Plans

16.05.040 Complete application.

... J. The payment of all applicable fees ~~as prescribed in Chapter 3.35 EMC~~ as set forth in the City of Edgewood Fee Schedule. (Ord. 16-482 § 2 (Exh. E); Ord. 06-269 § 2 (Exh. A)).

Chapter 16.06 Dedications and Improvements

16.06.040 Requirements for improvements.

... E. The applicant shall be responsible for the payment of the fees ~~set forth in~~
~~Chapter 3.35 EMC~~ as set forth in the City of Edgewood Fee Schedule. (Ord. 06-269 § 2 (Exh.
A)).

Chapter 16.07 Subdivision Vacations and Alterations

16.07.050 Requirements for a complete application.

A. ...

... 10. ~~An application fee.~~ The application fee as set forth in the City of Edgewood Fee
Schedule.

B. ...

... 9. ~~An application fee.~~ The application fee as set forth in the City of Edgewood Fee
Schedule.

C. ...

... 9. ~~An application fee.~~ The application fee as set forth in the City of Edgewood Fee
Schedule. (Ord. 18-523 § 1).

Title 18 Development Standards

Chapter 18.30 General Administration

18.30.110 Fees.

A. The community development director or designee is charged with the responsibility of collecting appropriate fees charged to applicants for any permits or discretionary approval processes provided for in this title. The amount of the fees charged shall be as set forth in the City of Edgewood Fee Schedule ~~established by resolution or ordinance of the city council filed in the office of the city clerk and may be, from time to time, changed without amendment to this title.~~

B. Fees shall be paid upon submission of a signed application or petition for appeal, or as otherwise set forth in the City of Edgewood Fee Schedule ~~provided by any fee ordinance or resolution adopted by the city council. In the event the resolution or ordinance does not clearly establish a fee for the application or petition, then the community development director or designee shall charge the applicant or petitioner based on the hourly rates established for the appropriate staff member. A department of the city of Edgewood shall not be required to pay application fees when applying for a permit regulated under this title. Where such an application will require substantial review time or expenditures, the community development director may, at the community development director's sole discretion, direct that the department initiating the permit request to reimburse the community development department for some or all of costs expended for the application review.~~

C. Work without an Application.

... 2. An investigation fee, in addition to the application or permit fee, shall be collected whether or not an application is then subsequently issued. The investigation fee shall be ~~equal to the amount of the application fee required by this code~~ as set forth in the City of Edgewood Fee Schedule. ~~The minimum investigation fee shall be the same as the minimum fee set forth in the adopted fee schedule.~~ The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from penalties prescribed by law.

D. Refunds shall be processed pursuant to Chapter 3.35 EMC. ~~The community development director or designee may authorize a full or partial refund when an application is withdrawn,~~

~~based on the estimated expenditure of staff resources at the time of withdrawal.~~ (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

Chapter 18.40 Procedures for Land Use Permits and Decisions

18.40.080 Process I – Administrative approval.

... C. Applications.

... 3. With the application, the applicant shall submit the fee ~~established by the city~~ as set forth in the City of Edgewood Fee Schedule. The application will not be accepted unless it is accompanied by the required fee.

... D. Appeals.

... 3. The person filing the appeal shall include, with the letter of appeal, the ~~fee established by the city~~ applicable appeal fee, as set forth in the City of Edgewood Fee Schedule. The appeal will not be accepted unless it is accompanied by the required fee. (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.40.090 Process II – Administrative action.

... C. Applications.

... 3. With the application, the applicant shall submit the fee ~~established by the city~~ as set forth in the City of Edgewood Fee Schedule. The application will not be accepted unless it is accompanied by the required fee.

... L. Appeals.

... 3. The person filing the appeal shall include, with the letter of appeal, the ~~fee established by the city~~ applicable appeal fee, as set forth in the City of Edgewood Fee Schedule. The appeal will not be accepted unless it is accompanied by the required fee.

... T. ...

... 2. The applicant shall include, with the letter of request, the fee as ~~established by the city~~ set forth in the City of Edgewood Fee Schedule. The application will not be accepted unless it is accompanied by the required fee. (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.40.100 Process III – Hearing examiner action.

... D. The applicant shall file the following information with the community development department when filing an application:

... 4. With the application, the applicant shall submit the fee ~~established by the city~~ as set forth in the City of Edgewood Fee Schedule. The application will not be accepted unless it is accompanied by the required fee.

... T. Appeals.

... 3. The person filing the appeal shall include, with the letter of appeal, the ~~fee established by the city~~ applicable appeal fee, as set forth in the City of Edgewood Fee Schedule. The appeal will not be accepted unless it is accompanied by the required fee and appropriate costs.

... DD. Time Extension.

... 3. The applicant shall include, with the letter of request, the fee as ~~established by the city~~ set forth in the City of Edgewood Fee Schedule. The application will not be accepted unless it is accompanied by the required fee. (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.40.120 Process V – Legislative review.

... G.

... 3. There is no fee for this initial application. After the prioritization process, applications to be considered during the amendment process shall submit the fee ~~established by the city~~ as set forth in the City of Edgewood Fee Schedule. (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.40.140 Project permit applications.

A. ...

... 6. The fee established for such application ~~by the city council~~ as set forth in the City of Edgewood Fee Schedule. (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.40.150 Determination of completeness (RCW 36.70B.070).

A. For the purposes of this title, a complete application is one that contains all required information, supporting documentation, and signatures as outlined on the project permit application, and which is accompanied by payment of any and all fees ~~as required by the community development department~~ as set forth in the City of Edgewood Fee Schedule.

... D. An application shall be considered complete when it contains the following:

... 8. Payment of all applicable fees ~~pursuant to the adopted fee schedule~~ as set forth in the City of Edgewood Fee Schedule. ~~In the event of insufficient funds on a draft, the application shall be deemed null and void;~~ (Ord. 23-0647 § 3 (Exh. A); Ord. 03-203 § 1).

18.40.190 Notice of public hearing.

... H. Closed Record Hearings and Administrative Appeals.

... 5. Appeals shall be in writing, be accompanied by an appeal fee as set forth in the City of Edgewood Fee Schedule ~~by the city council~~, and contain all the information as specified in EMC 18.40.090(L), Appeals. (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

Chapter 18.50 Discretionary Permits and Administrative Decisions – Review Criteria

18.50.020 Administrative interpretations.

... G. Applications.

... 3. With the application, the applicant shall submit the fee ~~established by the city~~ as set forth in the City of Edgewood Fee Schedule. ~~The application shall not be accepted unless it is accompanied by the required fee.~~ (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1)

18.50.030 Administrative use permit.

... C. ...

1. An applicant proposing to develop an administrative use shall provide facts and evidence to enable the community development director or designee to make a determination. The application shall be on the form prescribed by the community development department and shall include all of the information and materials required by the application form and the

application fee, as set forth in the City of Edgewood Fee Schedule. ~~The established fee shall be submitted at time of application.~~

F. Authorization of an AUP shall be void after a period of one year unless the use has begun within that time or substantial construction or action pursuant thereto has taken place. However, the city may, at the discretion of the community development director or designee, extend authorization for six additional months upon request, provided such request is submitted in writing at least 30 days, but not more than 60 days, prior to the expiration of the permit, with payment of appropriate fees as ~~listed in the current fee schedule~~ set forth in the City of Edgewood Fee Schedule. (Ord. 16-482 § 2 (Exh. F); Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.50.035 Residential cluster development.

... B. General Provisions.

... 3. ~~The appropriate fee prescribed in Chapter 3.35 EMC shall accompany an application for a RCD.~~ Payment of the RCD fee, as set forth in the City of Edgewood Fee Schedule, shall accompany an application. ...

... I. Lapse of Approval. If not acted upon within three years from the date of the decision, approval of the RCD shall expire. Expiration is automatic and notice is not provided. The director may grant a single six-month extension if the applicant makes such a request in writing prior to the expiration of the RCD with payment of appropriate fees as set forth in the City of Edgewood Fee Schedule and can show good cause for granting the extension. (Ord. 18-535 § 1; Ord. 16-482 § 2 (Exh. F); Ord. 07-288 § 1).

18.50.040 Conditional use.

... C. ...

2. CUP applications shall be on the form prescribed by the community development department and shall include all of the information and materials required by the application form and the application fee, as set forth in the City of Edgewood Fee Schedule. An applicant shall provide sufficient facts and evidence to enable the hearing examiner to make a decision. ~~The established fee shall be submitted at time of application.~~ ...

7. ...

o. ...

ii. Authorization of a conditional use shall be void after a period of one year unless the use is begun within that time or substantial construction or action pursuant thereto has taken place. However, the city may, at the discretion of the community development director or designee, extend authorization for one additional year upon request, provided such request is submitted in writing at least 30 days but not more than 60 days prior to expiration of the permit with payment of appropriate fees as ~~listed in the current fee schedule~~ set forth in the City of Edgewood Fee Schedule. (Ord. 16-482 § 2 (Exh. F); Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.50.050 Design standards review.

... C. ...

1. Design standards review applications shall be on a form prescribed by the community development department and shall include all of the information and materials required by the application form and the application fee, as set forth in the City of Edgewood Fee Schedule. An applicant shall provide sufficient facts and evidence to enable the community development director or designee to make a decision. ~~The established fee shall be submitted at time of application.~~.... (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.50.060 Essential public facilities permit.

... C. ...

1. EPFP applications shall be on the form prescribed by the community development department and shall include all of the information and materials required by the application form ~~in order to be accepted as complete by the city~~ and the application fee, as set forth in the City of Edgewood Fee Schedule. An applicant shall provide sufficient facts and evidence to enable the hearing examiner to make a decision. ~~The established fee shall be submitted at time of application.~~.... (Ord. 23-644 § 2 (Exh. A); Ord. 16-482 § 2 (Exh. F); Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.50.070 Temporary use permits.

... C. ...

... 2. Temporary use applications shall be on a form prescribed by the community development department and shall include all of the information and materials required by the application form and the application fee, as set forth in the City of Edgewood Fee Schedule. An applicant shall provide sufficient facts and evidence to enable the community development director or designee to make a decision. ~~The established fee shall be submitted at time of application.~~.... (Ord. 16-482 § 2 (Exh. F); Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

18.50.080 Variances.

... C. Administrative Variances. ...

1. ...

a. Applications for administrative variances shall be on the form prescribed by the community development department and shall include all of the information and materials required by the application form and the application fee, as set forth in the City of Edgewood Fee Schedule. An applicant shall provide sufficient facts and evidence to enable the community development director or designee to make a decision. ...

3. Authorization of an administrative variance shall be void after a period of one year unless the use is begun within that time or substantial construction or action pursuant thereto has taken place. However, the city may, at the discretion of the community development director or designee, extend authorization for six additional months upon request, provided such request is submitted in writing at least 30 days but not more than 60 days prior to expiration of the permit with payment of appropriate fees as ~~listed in the current fee schedule~~ set forth in the City of Edgewood Fee Schedule.

D. Variances. ...

1. ...

a. Applications for variances shall be on the form prescribed by the community development department and shall include all of the information and materials required by the application form and the application fee, as set forth in the City of Edgewood Fee Schedule. An applicant shall provide sufficient facts and evidence to enable the hearing examiner to make a decision. ~~The established fee shall be submitted at time of application.~~ ... (Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

Chapter 18.55 Development Agreements

18.55.030 Application requirements.

... F. A completed application form and the application fee ~~established by the city for this purpose~~ as set forth in the City of Edgewood Fee Schedule; (Ord. 17-497 § 3).

Chapter 18.60 Amendments to the Comprehensive Plan and Development Regulations

18.60.050 Requirements for a complete application.

... J. Application fee as set forth in the ~~city's resolution adopted for this purpose~~ City of Edgewood Fee Schedule; and.... (Ord. 17-506 § 2).

18.60.130 Submission of applications (who may submit and when).

A. Who May Submit Applications for Amendments Related to Site-Specific Development Proposals. Proponents of land development projects and/or property owner(s) or their authorized representative(s) may file an application for an amendment to the comprehensive plan relating to a site-specific proposal. The complete application shall consist of the materials described in EMC 18.60.050, a completed application form and the application fee as set forth in the City of Edgewood Fee Schedule. ~~The application filing fee as set forth in the city's fee resolution shall accompany the application, which shall also require the applicant to~~ shall also pay for the applicant's portion of the SEPA review attributable to the application. ...

Chapter 18.90 Development Standards – Citywide Applicability

18.90.140 Performance Standards

... F. The community development director or designee shall have the power to authorize the following procedures prior to the issuance of an application approval:

1. ... The community development director or designee, at his or her discretion, may refer the application for review and evaluation to one or more expert consultants qualified to advise as to whether a proposed use will conform to the applicable performance standards specified in this section, in a manner set forth in the application. The applicant shall ~~be responsible for the cost of the expert review required by the city. A deposit~~ submit a deposit pursuant to EMC 3.35.030 to cover costs prior to review ~~is required. If the deposit is insufficient, the city will notify the applicant and discontinue further review until additional deposit funds have been applied. All unused deposits will be refunded upon completion of review.~~ Deposits for third-party review or consultants shall be processed pursuant to EMC 3.35.030. A copy of such report shall be filed with the community development department for inspection by interested persons.

.... (Ord. 22-633 § 5 (Exh. B); Ord. 20-591 § 1 (Exh. 1); Ord. 20-572 § 9 (Exh. I); Ord. 15-448 § 2 (Exh. A); Ord. 03-203 § 1).

Chapter 18.97 Sign Code

18.97.260 Sign permits.

... E. How Do I Submit an Application? A complete sign permit application must be submitted to the city and the application must include all of the following:

... 8. Fees. Payment of the ~~appropriate sign permit fee (and all other fees, such as building permit and/or electrical permit fees) must be paid.~~ as set forth in the City of Edgewood Fee Schedule. (Ord. 19-552 § 2 (Exh. A)).

18.97.270 Master sign plans.

... D. How Do I Submit an Application? A complete application for a master sign plan must be submitted, which includes all of the following information:

... 7. Fees. Payment of ~~all of the appropriate fees for a~~ the master sign plan ~~fee, as set forth in the City of Edgewood Fee Schedule.~~ (Ord. 19-552 § 2 (Exh. A)).

18.97.280 Sign variances.

... D. How Do I Submit an Application? A complete application for a sign variance shall consist of the following:

... 5. Payment of the ~~appropriate~~ sign variance fee, as set forth in the City of Edgewood Fee Schedule. (Ord. 19-552 § 2 (Exh. A)).

Chapter 18.100 Development Standards – Use Specific

18.100.110 Wireless communications facilities.

... K. Costs Associated with Review of Applications.

1. In addition to the application fee, as set forth in the City of Edgewood Fee Schedule, the applicant shall ~~reimburse the city~~ submit a deposit pursuant to EMC 3.35.030 for costs of professional engineers and other consultants hired by the city to review and inspect the applicant's proposal. ...

2. The technical expert review may include, but is not limited to:

a.~~(a)~~ The accuracy and completeness of the items submitted with the application;

b.~~(b)~~ The applicability of analyses and techniques and methodologies proposed by the applicant;

c.~~(c)~~ The validity of conclusions reached by the applicant; and

d.~~(d)~~ Whether the proposed WCF complies with the applicable approval criteria set forth in this chapter.

3. The selection of the third-party expert may be by mutual agreement between the provider and the city, or at the discretion of the city, with a provision for the provider and interested parties to comment on the proposed expert and review his or her qualifications.

4. Deposits for third-party review or consultants shall be processed pursuant to EMC

3.35.030. ~~The applicant shall pay the cost for any independent consultant fees, along with applicable overhead recovery, through a deposit, estimated by the city, paid within 10 days of the city's request. When the city requests such payment, the application shall be deemed incomplete for purposes of application processing timelines. In the event that such costs and fees do not exceed the deposit amount, the city shall refund any unused portion within 30 days after the final permit is released or, if no final permit is released, within 30 days~~

~~after the city receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the city before the permit is issued.~~

.... (Ord. 22-633 § 6 (Exh. B); Ord. 22-624 § 2 (Exh. B); Ord. 18-526 § 2 (Att. A)).

Chapter 18.105 Concurrency Management

18.105.100 Application for capacity evaluation.

A. An application for a CRC and the application for the underlying development permit, or other activity, shall be accompanied by the requisite fee, ~~as determined by city council resolution~~ as set forth in the City of Edgewood Fee Schedule. ...

B. Additional Information for Transportation Capacity Evaluations Only.

... 2. The applicant is not required to submit a traffic impact analysis from an independent traffic engineer. Instead, those applicants with a transportation CRC application that are required to have the city provide a traffic report in accordance with EMC 18.105.090 shall instead pay to the city a deposit equal to the estimated fee for the city's preparation of a traffic report. The amount of the ~~fee~~ deposit shall be ~~determined by city resolution~~ as set forth in the City of Edgewood Fee Schedule and paid at the time the transportation CRC application is submitted. The fee shall vary based on the number of new p.m. peak-hour trips produced by the development. The applicant shall be subject to repayment of fees for any subsequent revisions to the original traffic report. Fees for revisions may be calculated in proportion to the original fee depending on the effort involved to revise the traffic report. Even if the traffic report is based on an estimate of the impact, the applicant will still be bound by the estimate of the impact, and any upward deviation from the estimated traffic impact shall require at least one of the following: (a) a finding that the additional concurrency sought by the developer through a revised application is available to be reserved by the project; (b) mitigation of the additional impact under SEPA; (c) revocation of the CRC. (Ord. 17-499 § 2).

Title 20 SEPA

Chapter 20.05 Environmental Review – State Environmental Policy Act (SEPA)

20.05.250 Appeals.

... J. Content of Appeal. Every appeal must be in writing, and must include the following:

1. The applicable appeal fee, as ~~established by resolution of the city council~~ set forth in the City of Edgewood Fee Schedule; (Ord. 19-544 § 2 (Exh. A)).

20.05.280 Fees.

A. The city shall require the fees from the applicant for the following activities, in accordance with the provisions of this chapter:

1. Threshold Determination. For every environmental checklist, the city will review when it is lead agency, and the city shall collect a fee from the proponent of the proposal prior to undertaking the threshold determination, as set forth in the City of Edgewood Fee Schedule. The time periods provided in this chapter shall not begin to run until payment of the fee.

2. Environmental Impact Statement.

- a. When the city is the lead agency for a proposal requiring an EIS and the responsible official determines that the EIS shall be prepared by employees of the city, the city may charge and collect a reasonable fee from any applicant to cover the costs incurred by the city in preparing the EIS. The responsible official shall advise the applicant of the projected costs for the EIS prior to actual preparation; the applicant shall ~~post bond or otherwise ensure payment of such costs~~ submit a deposit pursuant to EMC 3.35.030.

- b. The responsible official may determine that the city will contract directly with a consultant for preparation of an EIS or a portion of the EIS, for activities initiated by some person or entity other than the city and may bill such costs and expenses directly to the applicant. The city ~~may~~ shall require the applicant to ~~post bond or otherwise ensure payment of such costs~~ submit a deposit pursuant to EMC 3.35.030.

Such consultants shall be selected after input from the applicant, after a call for proposals. The city shall have the final decision on the selection of the consultant.

- c. If a proposal is modified so that an EIS is no longer required, the responsible official shall refund any fees collected under subsection (A)(2)(a) or (b) of this section which remain after incurred costs are paid, pursuant to EMC 3.35.030.
3. The city may collect a reasonable fee from an applicant to cover the cost of meeting the public notice requirements of this chapter relating to the applicant's proposal.
4. The city shall not collect a fee for performing its duties as a consulted agency.
5. The city may charge any person for copies of any document prepared under this chapter, and for mailing the document, in a manner provided by the city's resolution on public records disclosure. (Ord. 19-544 § 2 (Exh. A)).



City Of Edgewood Council Agenda Summary Sheet

Subject: Fee Schedule Resolution	Agenda Item #: 2.D
	For Agenda of: 11/7/2023
	Prepared by: Lauren Balisky
Attachments (list): 1. 2023 RESOLUTION 23.06XX, Fee Schedule 2. 2023 RESOLUTION 23.06XX, Fee Schedule - Exhibit A 3. 2016 RESOLUTION 16.0337, Fee Schedule 4. 1997 UBC Building Permit Fees Table	
Approval of Materials: Lauren Balisky Dave Gray 11/2/2023 Daryl Eidinger 11/2/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 11/07/2023 SS

Summary Statement: The last update to the City of Edgewood Fee Schedule was in 2016. In general, cities may collect reasonable fees to cover the direct and indirect costs associated with an activity, including administrative overhead. Fees cannot exceed the actual reasonable cost, except where specifically authorized by state law.

In drafting this update, staff had three (3) primary goals:

1. Update the fees to capture the current cost to the city for various actions;
2. Ensure the fee schedule accurately reflected work, activities, and uses for which a fee was authorized in the Edgewood Municipal Code (EMC); and
3. Clarify the fee schedule to respond to customer questions and concerns since the previous update.

Rates were updated using one or more of the following methods:

1. Updating the 2016 Hourly Review Model using the current staff rate (2016 Model);
2. Updating using the Seattle-Tacoma-Bremerton Consumer Price Index increase of 34.5% since 2016 (or earlier, depending on when a particular item was last updated; CPI); or
3. For fees specifically authorized in the EMC, where a fee did not exist in the 2016 Fee Schedule, determining a reasonable fee based on similar-sized respondents from the 2023 AWC Tax and User Fee Survey (AWC).

Summary of Updates

- General Policies
 - The hourly staff rate is updated to reflect three components:
 - Direct hourly rate for that portion of building, code compliance, engineering, planning, and director staff allocated to permit, license, or other approvals (approximately 62%).
 - Indirect cost for technology, supplies, and other services (approximately 18%).
 - Indirect overhead cost for administrative overhead (finance, human resources, records, and other support services; approximately 20%).
 - The appeal fee is reduced to reflect the cost of administering the hearing. In general, appeal fees should not cover staff or attorney time to respond to an appeal, and should not function as a barrier to an appeal.
 - The hearing examiner reconsideration fee is reduced to reflect the cost of administering the hearing. Council may also wish to consider removing this fee entirely.
- Development Fees and Charges
 - The timing of when various fees are due is clarified.
 - An explanation of how inspections are charged is added.
 - The pre-application fee is proposed to remain the same until the EMC can be updated consistent with SB 5290. If the fee was updated to current rates, it would be approximately \$1,700 (2016 Model) or \$1,325 (CPI).
 - Environmental and Land Use Fees
 - Fees were updated using the 2016 Model.
 - Permit types in EMC that were missing from the 2016 Fee Schedule are added.
 - Review types with the same review procedure (Process I, Process II, Process III) were aligned for consistency.
 - The City has issued a Request for Proposals (RFP) for the City's next Hearing Examiner. Staff recommends directing staff to update the fee schedule, as appropriate, once that contract is authorized in mid-December.
 - Engineering Fees
 - Fees were updated using the 2016 Model or CPI (for clearing and grading).
 - Permit types in EMC that were missing from the 2016 Fee Schedule are added.
 - The relationship of standalone permits versus the combined Site Development permit is clarified.
 - Building and Fire Prevention Fees
 - Base permit fee by valuation was updated using CPI; please note that the last update was in 1997. Please note this is still slightly below the AWC average.
 - Other fees were updated using CPI.
- Impact Fees
 - Information added to ensure customers are aware of the existence and current rate of various impact fees.
- Business License Fees
 - Added explanation of when business licenses are or are not required.
 - Added clarification and add-on license types authorized by EMC. Please note there was no charge established for adult entertainment businesses in the 2016 Fee Schedule.
 - Staff recommends reducing the fee for regular home business licenses, both to ensure it more closely aligns to the actual cost of review and to address comments from potential home businesses that the fee was cost-prohibitive to opening their business.
 - Added a fee for inspections required by DSHS associated with opening or altering Adult Family

Homes.

- Utility Charges
 - Added to assist customers with finding the current rate and appropriate service provider.
- Animal and Kennel License Fees
 - These fees are currently adopted by reference from the Sumner Municipal Code.
 - Clarified the process for customers.
- Public Records Request Fees
 - Expanded to align with what is in RCW and EMC.

Item History:

Recommended Action:

Review the draft fee schedule and request any clarifications or modifications. Staff does not recommend exceeding any of the proposed amounts in the draft 2024 Fee Schedule.

Fiscal Note/Consideration:

The 2024 Budget, as proposed, assumes no changes to the 2016 Fee Schedule.

RESOLUTION NO. 23-06XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, FOR THE PURPOSE OF UPDATING FEES AND CHARGES RELATED TO PROCESSING AND APPROVING VARIOUS APPLICATIONS, LICENSES, PERMITS, AND OTHER CHARGES FOR SERVICES, ADOPTING A NEW OFFICIAL FEE SCHEDULE, AND ESTABLISHING AND EFFECTIVE DATE.

WHEREAS, the City Council by Ordinance has ordained that all fees and charges shall be set by resolution; and

WHEREAS, the fee schedule is updated from time to time to add or change fees to recover the cost for services the city provides; and

WHEREAS, the number of changes, additions and re-organization warrant that a new fee schedule be adopted; and

WHEREAS, Council held a duly-noticed public hearing on November 14, 2023;

WHEREAS, Council finds that it is necessary to amend the fees and charges to reflect current costs incurred and services provided;

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

Section 1. Fee Schedule Amended. The City Council does hereby adopt a new City of Edgewood Fee Schedule as attached hereto as Exhibit A.

Section 2. Effective Date. This resolution will take effect on January 1, 2024.

ADOPTED THIS 14TH DAY OF NOVEMBER, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



Fee Schedule **DRAFT**

Effective January 1, 2024 | Resolution No. 23-0XXX

City of Edgewood ■ 2224 104th Ave East ■ Edgewood, Washington 98372-1513 ■ 253-952-3299

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GENERAL POLICIES

Hourly Rate Schedule

Hourly rates include wages, benefits, overhead, and equipment. Rates apply to administrative review which involve deposits, City staff time in addition to normal processing, or any review or service for which a fee is not established.

Category	Rate / Hour
City Staff	\$133.00
City Attorney	Actual Cost

Deposits for Actual Costs

Where noted in the fee schedule, deposits for actual costs are meant to reimburse the City for the costs incurred by the City for third-party planning, engineering, legal, or other professional services. Deposits will be administered consistent with [Edgewood Municipal Code \(EMC\) 3.35.030](#).

Refunds

Fees and charges are non-refundable, except as specifically authorized in the EMC.

Miscellaneous Fees

Procedure / Process	Fee
Appeal of Administrative Decision	\$425.00
Hearing Examiner Reconsideration	\$425.00
Lease of City Property (Chapter 12.18 EMC)	
Initial Review	\$5,000.00 Deposit
Lease Rate	See EMC 12.18.070
Other Approval, Inspection, License, Permit, or Review Not Listed	Hourly
Returned Check / Insufficient Funds	\$50.00

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

Depending on the scope and complexity of a project, multiple permits may be required. Please contact the City for a fee estimate. The permit and review fees do not include any fees for licenses, permits and/or approvals required by other local, state, or federal agencies or utilities.

Fees Due at Permit Application:

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

Fees Due at Permit Issuance:

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

Fees Due After Permit Issuance and Prior to Final Approval:

- Work that is not complete or ready at the time of inspection shall be charged a re-inspection fee. Re-inspection fees must be paid prior to requesting a new inspection.
- All remaining fees shall be paid prior to final approval.

Table DEV-1: General Development Fees and Charges

Fee Type	Fee
Change of Land Use and/or Construction Type or Occupancy	\$470.00 ¹
Financial Guarantees (Bonds, Cash Deposits, Sureties, or Other Mechanism)	See Applicable EMC ²
Outside Consultant / Third-Party Review	Actual Cost
Other Inspection Fees	
Re-Inspection (Min. 1-Hour Charge)	Hourly
Overtime / Outside Normal Business Hours (Min. 2-Hour Charge)	Hourly (150%)
Inspection of Unauthorized Work	Hourly (200%)
Pre-Application Meeting	\$985.00
Unauthorized / Unpermitted Work ³	Permit Fees (200%) or \$500.00, whichever is greater

¹ Traffic review may also apply. See Table E-7.

² Subject to an administrative fee of one (1) hour plus one (1) hour per inspection for applications approved under Process II ([EMC 18.40.090](#)) or Process III ([EMC 18.40.100](#)).

³ Any work completed without required permits may be charged double for all construction permit fees (engineering, building, fire, mechanical, and/or plumbing). Plan review and inspection fees, if applicable, will be charged at the normal rate.

Environmental and Land Use

Table ELU-1: Environmental Reviews

Review Type	Fee
Critical Areas Review (Title 14 EMC)	
Critical Areas Review Checklist (CARC) ⁴	\$60.00
Fish and Wildlife Habitat (Stream) Review or Wetland Review	\$400.00
Plus Third-Party Review Fee	Actual Cost ⁵
Flood Hazard Development Permit	\$400.00
Plus Third-Party Review (if needed)	Actual Cost
All Other	Hourly
Plus Third-Party Review (if needed)	Actual Cost
Reasonable Use Permit (EMC 14.30.050)	\$5,250.00
Variance (Flood Hazard or Other – EMC 14.10.100)	\$5,250.00
State Environmental Policy Act (SEPA) Review (Chapter 20.05 EMC)	
Environmental Checklist Review, All Uses	\$1,250.00
Environmental Impact Statement (EIS)	
New or Supplemental	\$5,000 Deposit
Plus Third-Party Consultants	Actual Cost
Plus Attorney Review Fee	Actual Cost
Addendum	\$1,000 Deposit
Exemption ⁶	\$150.00
Significant Tree Removal Permit (EMC 18.90.180)	\$150.00

Table ELU-2: Land Use Reviews

Review Type	Fee
Administrative Use Permit (EMC 18.50.030)	\$3,000.00
Binding Site Plan (Chapter 16.05 EMC)	
Commercial, Industrial, or 1-4 Dwelling Units (Administrative Decision)	
Preliminary Approval	\$4,150.00
Final Approval	\$1,065.00
Amendment, Modification, or Vacation	\$4,150.00
5+ Dwelling Units (Hearing Examiner Decision)	
Preliminary Approval	\$7,000.00
Plus Hearing Examiner	Actual Cost

⁴ A Critical Areas Review Checklist (CARC) identifies potential critical areas located on a subject site and what studies will be required to apply for permit(s). A CARC may also support review by other agencies (e.g. septic review).

⁵ The average cost of this review in the prior three years has been approximately \$3,200.00, adjusted for inflation.

⁶ For certain projects with state, federal, or other outside funding, SEPA documentation is required by the funding agency even when the proposal is exempt from SEPA review.

Review Type	Fee
Final Approval Amendment, Modification, or Vacation (EMC 16.05.080 and Chapter 16.07 EMC)	\$3,500.00 \$7,000.00
Boundary Line Adjustment or Lot Combination (Chapter 16.02 EMC)	\$1,065.00
Comprehensive Plan Map and/or Text Amendment (Chapter 18.60 EMC)	\$8,715.00
Conditional Use Permit (EMC 18.50.040) Plus Hearing Examiner	\$5,250.00 Actual Cost
Design Standards Review (EMC 18.50.050)	\$3,000.00
Development Agreement (Chapter 18.55 EMC) Plus Attorney Review Fee	\$11,500.00 Actual Cost
Essential Public Facility Permit (EMC 18.50.060) Plus Hearing Examiner	\$5,250.00 Actual Cost
Nonconforming Use Permit (EMC 18.50.045) Plus Hearing Examiner	\$5,250.00 Actual Cost
Residential Cluster Development (EMC 18.50.035) Plus Hearing Examiner	\$5,250.00 Actual Cost
Rezone Site-Specific, w/ Comprehensive Plan Amendment (Chapter 18.60 EMC) Site-Specific, w/o Comprehensive Plan Amendment (EMC 18.40.110-117) Plus Hearing Examiner	\$8,715.00 \$5,250.00 Actual Cost
Sign Reviews Master Sign Plan (EMC 18.97.270) Sign Variance (EMC 18.97.280) Plus Hearing Examiner	\$500.00 \$5,250.00 Actual Cost
Subdivision (Title 16 EMC) Neighborhood Meeting (Completed Prior to Formal Application) Short Subdivision (2-6 Lots – Chapter 16.03 EMC) Preliminary Review Minor Modification to Preliminary Approval Final Approval Alteration of Recorded Short Subdivision (Chapter 16.07 EMC) Vacation of Recorded Short Subdivision (Chapter 16.07 EMC) Full Subdivision (7+ Lots – Chapter 16.04 EMC) Preliminary Review Plus Fee Per Lot Plus Hearing Examiner Minor Modification to Preliminary Approval Final Approval Plus Fee Per Lot Alteration of Recorded Full Subdivision (Chapter 16.07 EMC)	\$430.00 \$4,150.00 \$1,065.00 \$2,075.00 \$2,075.00 \$1,065.00 \$7,000.00 \$135.00 Actual Cost \$1,750.00 \$3,500.00 \$135.00 \$3,500.00

Review Type	Fee
Vacation of Recorded Full Subdivision (Chapter 16.07 EMC)	\$1,750.00
Temporary Use Permit (EMC 18.50.070)	\$500.00
Wireless Communication Facilities (EMC 18.100.110)	
Antenna Array, New – Administrative Use Permit (AUP)	\$3,000.00
Eligible Facility Modification Request	\$500.00
Communication Tower, New	
Administrative Use Permit (AUP) – See EMC 18.100.110(E) – Table 1	\$3,000.00
Conditional Use Permit (CUP) – See EMC 18.100.110(E)– Table 2	\$5,250.00
Plus Hearing Examiner	Actual Cost
Small Wireless Facilities, Outside of Public Right-of-Way ⁷	\$500.00
Variance (EMC 18.50.080)	
Administrative Variance (Process II Decision)	\$3,000.00
Regular Variance (Process III Decision)	\$5,250.00
Plus Hearing Examiner	Actual Cost

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

Procedure / Process	Fee
Code Interpretation (EMC 18.50.020)	\$1,500.00
Plus Attorney Review Fee	Actual Cost
Code Amendment (Development Regulations – Chapter 18.60 EMC)	No Charge
Environmental or Land Use Permit Extensions	
Process II Permit Extension (EMC 18.40.090(T))	\$135.00
Process III Permit Extension (EMC 18.40.100(DD))	\$135.00
Nonconforming Use Letter (EMC 18.90.110(M))	\$1,500.00
Plus Attorney Review Fee	Actual Cost
Zoning Confirmation / Verification Letter	\$200.00

⁷ For small wireless facilities within the public right-of-way, use **Table E-3**. A Master Use Permit or Franchise Agreement and a Right-of-Way Permit are required ([EMC 18.100.110\(D\)](#)).

Engineering

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

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

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

Table E-2: Clearing and Grading Permit Fees

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

Quantity (Cubic Yards / CY)	Permit Fee	Plan Review Fee
Up to 50.00 CY, w/o Critical Areas	Exempt	Exempt
Up to 50.00 CY, w/ Critical Areas	\$150.00	\$150.00
50.01 – 100.00 CY	\$150.00	\$150.00
100.01 – 1,000.00 CY	\$150.00 for the first 100.00 CY Plus \$37.50 for each additional 100.00 CY or fraction thereof, up to and including 1,000.00 CY	80% of Permit Fee
1,000.01 – 10,000.00 CY	\$487.50 for the first 1,000.00 CY Plus \$13.50 for each additional 1,000.00 CY or fraction thereof, up to and including 10,000.00 CY	80% of Permit Fee
10,000.01 – 100,000.00 CY	\$609.00 for the first 10,000.00 CY Plus \$69.00 for each additional 10,000.00 CY or fraction thereof, up to and including 100,000.00 CY	80% of Permit Fee
100,000.01 CY and up	\$1,230.00 for the first 100,000.00 CY Plus \$50.00 for each additional 10,000.00 CY or fraction thereof	80% of Permit Fee

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

Permit Type	Permit Fee
Access Permits	
Driveway Permit ⁸	\$400.00
Vehicle Access Gate Permit	Use Table B-2

⁸ Includes one (1) inspection. Additional inspections will be charged hourly – see Table DEV-1.

Permit Type	Permit Fee
Master Use Permit (Cable and Telecommunication Providers) ⁹	See EMC 12.08.070
Overweight Commercial Vehicle Permit (Over 24,000 GVW – EMC 10.05.060) Plus Annual Renewal and Inspection Fee ⁸	\$400.00 / initial \$265.00 / year
Right-of-Way Permit (Temporary or Permanent Disturbance of Right-of-Way) Alternative Annual Permit (Franchisees) Single Activity ⁸ Plus Public Road Cut Deposit	See EMC 12.06.095 \$400.00 See EMC 12.06.110
Roadway Development Review Fees, Public or Private (Chapter 12.05 EMC) ¹⁰ Private Access, Shared Access Driveway, or Private Roadway Residential (1-2 Units), Subdivision (2 Lots) ⁸ Commercial, Industrial, Public, Residential (3+ Units), Subdivision (3-6 Lots) Plus Road Inspection Fee (Minimum 2 Hours) Subdivision (7 or More Lots) Plus Fee per Lineal Foot (LF) of Roadway Centerline Plus Road Inspection Fee (Minimum 2 Hours per 500 LF) Public Roadways (onsite or fronting / abutting the project) Plus Fee per Lineal Foot (LF) of Roadway Centerline Plus Road Inspection Fee (Minimum 2 Hours per 500 LF)	\$400.00 \$800.00 Hourly \$800.00 \$3.00 / LF Hourly \$800.00 \$3.00 / LF Hourly
Road Deviation / Technical Equivalency Request (EMC 12.05.010 / PCC 17B.10.090)	\$500.00
Street Use Permit (Temporary, Limited Use – Chapter 12.16 EMC) Commercial Development Uses Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee Single-Family Residential Uses Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee Non-Franchise Utility Occupation Plus Annual Issuance Fee Temporary Street Uses, Events, or Closures Plus Weekly Fee Temporary Signage Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee	\$300.00 Hourly \$150.00 / year \$300.00 Hourly \$100.00 / year \$200.00 \$150.00 / year \$200.00 \$30.00 / week \$200.00 Hourly \$150.00 / year

⁹ Only required of providers who want or have facilities within Edgewood right-of-way for the sole purpose of providing service(s) to persons and areas outside of the city. For other activity, a Right-of-Way Permit is required.

¹⁰ Requires additional Fire Review Fee equal to 20% of the Roadway Development Review Fee (excluding Inspection Fees).

Table E-4: Site Development Review Fees

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

Permit Type	Fee
Site Development Permit	
Base Plan Review Fee	\$150.00
Plus Clearing and/or Grading Review, if Applicable	Use Table E-1 or E-2
Plus Roadway Review, if Applicable	Use Table E-3
Plus Surface Water / Stormwater Review, if Applicable	Use Table E-6

Table E-5: Sewer System Extension and Connection Charges

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

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

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

Review Type	Fee
Simple Paving Permit ¹¹	\$150.00
Surface Water Permit (if Standalone) or Review	
Under the Threshold for Stormwater Minimum Requirements	Exempt
Stormwater Minimum Requirements 2 and 4 Only	\$200.00
Plus Annual Inspection Fee (Includes 1 Hour)	\$135.00
Stormwater Minimum Requirements 1 – 5 Only	\$400.00
Plus Annual Inspection Fee (Includes 2 Hours)	\$265.00
Stormwater Minimum Requirements 1 – 10	\$800.00
Plus Annual Inspection Fee (Includes 4 Hours)	\$530.00
Surface Water Deviation/Technical Equivalency Request (EMC 13.05.060)	\$500.00
Surface Water Variance Request (EMC 13.05.080)	\$5,070.00

¹¹ Refer to the [Simple Paving Permit Application and Handout](#) for applicability.

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

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

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

Review Type	Fee
Capacity Reservation Certificate or Change of Use (EMC 18.105.040)	\$3,000.00
Plus per Net New PM Peak Hour Trip over 25	\$100.00
Traffic Impact Analysis Preparation or Review	Actual Cost

Table E-7: Miscellaneous Engineering Reviews and Fees

Procedure / Process	Fee
Application Revisions or Reapplication	
Amendment of Approved (Not Issued) Permit	Hourly
Reapplication for Expired Permit (No Change in Adopted Regulations)	Permit Fees (50%)
Franchise Agreement	Actual Cost
Street or Alley Vacation (Chapter 12.14 EMC)	
Initial Application	\$4,795.00
Plus Fee per Sq. Ft. of Area to be Vacated	\$0.15
Plus Appraisal	Actual Cost
If Approved, Plus Fair Market Value	See EMC 12.14.070

Building and Fire Prevention

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

- 1) Taking the cost of labor and materials at fair market value¹²; or
- 2) Using the current International Code Council (ICC) Building Valuation Table to estimate the value per square foot of the gross area¹³ of new structures and additions (www.iccsafe.org).

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

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

Total Valuation ¹⁴	Base Permit Fee
\$0.00 – \$500.00	\$45.00
\$500.01 – \$2,000.00	\$45.00 for the first \$500.00 Plus \$5.00 for each additional \$100.00 or fraction thereof, up to and including \$2,000.00.
\$2,000.01 – \$25,000.00	\$120.00 for the first \$2,000.00 Plus \$20.00 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00.
\$25,000.01 – \$50,000.00	\$580.00 for the first \$25,000.00 Plus \$15.00 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00.
\$50,000.01 – \$100,000.00	\$955.00 for the first \$50,000.00 Plus \$10.00 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00.
\$100,000.01 – \$500,000.00	\$1,455.00 for the first \$100,000.00 Plus \$8.00 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00.
\$500,000.01 – \$1,000,000.00	\$4,655.00 for the first \$500,000.00 Plus \$7.00 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00.
\$1,000,000.01 and up	\$8,155.00 for the first \$1,000,000.00 Plus \$5.00 for each additional \$1,000.00 or fraction thereof.

¹² "Fair market value" means the total value of all construction work, including labor and materials and the contractor's overhead and profit for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, or any other permanent work or permanent equipment.

¹³ "Gross area" means the total areas of all floors – measured from the exterior face, outside dimensions, or exterior column line of a building – including basements, cellars, and balconies. See [Chapter 15.05 EMC](#) for the complete IBC or IRC definition.

¹⁴ One- and two-family dwelling mechanical and/or plumbing work must be included in the primary building permit (New, Additions and Remodels).

Table B-2: Other Building Permit Fees

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

Permit Type	Base Permit Fee
Accessory Dwelling Unit (EMC 18.90.190) Plus Land Use Review	Use Table B-1 \$1,065.00
Manufactured Home Placement Fee	\$1,065.00
Demolition Permit One- and Two-Family Dwellings All Other	\$200.00 \$335.00
Re-Roof Permit One- and Two-Family Dwellings All Other	\$200.00 Use Table B-1
Solar Panel	\$400.00
Vehicle Access / Security Gate Permit ¹⁵ One- and Two-Family Dwellings All Other	\$400.00 Use Table B-1
All Other Permits	Use Table B-1

Table B-3: Energy Code Review Fees

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

Total Building Permit Valuation	Review Fee
One- and Two-Family Dwellings:	
Any Valuation	\$135.00
All Other:	
\$0.00 – \$20,000.00	\$135.00
\$20,000.01 – \$300,000.00	\$135.00 for the first \$20,000.00 Plus \$1.50 for each additional \$1,000.00 or fraction thereof, up to and including \$300,000.00.
\$300,000.01 – \$800,000.00	\$555.00 for the first \$300,000.00 Plus \$0.75 for each additional \$1,000.00 or fraction thereof, up to and including \$800,000.00.
\$800,000.01 and up	\$930.00 for the first \$800,000.00 Plus \$0.50 for each additional \$1,000.00 or fraction thereof, up to a maximum energy code review fee of \$1,095.00.

¹⁵ Vehicle access / security gates are regulated under the International Fire Code (see local amendments in [EMC 15.05.110\(C\)](#)). Please note that new gated communities are prohibited except in limited circumstances per [EMC 16.06.110](#).

Table B-4: Mechanical and Plumbing Permit Fees

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

Structure Type	Permit Fee
One- and Two-Family Dwellings:	
New Construction ¹⁴	12% of Associated Building Permit Fee
Repair or Replacement:	\$135.00, plus \$15.00 / fixture
All Other:	
New Construction, Repair, or Replacement	Use Table B-1

Table B-5: Fire Prevention Permit Fees

Permit Type	Permit Fee
Aboveground or Underground Storage Tank ¹⁶	
Installation, Residential	\$265.00
Installation, Commercial or Other	\$400.00
Removal	\$265.00
Fire Alarm	Use Table B-1
Fire Sprinkler	Use Table B-1
Fire Suppression	Use Table B-1
Operational Permit	Contact City
Public Display of Fireworks (EMC 8.10.070)	Hourly ¹⁷
Smoke Control System	
Staff Review	\$530.00
Plus Third-Party Review	Actual Cost
Temporary Membrane Structure and Tent ¹⁸	\$335.00
Underground Fire Hydrant, Main, or Valve Connection	Use Table B-1
Vehicle Access Gate Permit	Use Table B-2
All Other Permits	Use Table B-1

¹⁶ Critical area and State Environmental Policy Act (SEPA) review may be required.

¹⁷ Not to exceed \$5,000.00, consistent with [RCW 70.77.555](#).

¹⁸ A Temporary Use Permit is also required – see **Table ELU-2**.

Table B-6: Fire Code Review Fees

Fees are collected under the associated building permit and are required for new construction, additions, or remodels that create new gross floor area¹⁹.

Total Building Permit Valuation	Review Fee
\$0.00 – \$50,000.00	\$135.00
\$50,000.01 – \$300,000.00	\$265.00
\$300,000.01 – \$700,000.00	\$400.00
\$700,000.01 – \$1,000,000.00	\$665.00
\$1,000,000.01 – \$1,500,000.00	\$1,330.00
\$1,500,000.01 – \$5,000,000.00	\$1,995.00
\$5,000,000.01 – \$10,000,000.00	\$2,660.00
\$10,000,000.01 – \$20,000,000.00	\$3,990.00
\$20,000,000.01 and up	\$3,990.00 Plus \$5.00 for each additional \$100,000.00 or fraction thereof.

Table B-7: Miscellaneous Building and Fire Prevention Fees

Procedure / Process	Fee
Electrical Permits https://lni.wa.gov/licensing-permits/	Contact Washington Labor & Industries
Plan Review Fee (Building, Fire, Plumbing and Mechanical Permits) Initial Review (Up to 2 Reviews) Additional Review (Min. 1-Hour Charge)	65% of Permit Fees Hourly
Revision of an Issued Permit (Post-Revision) ²⁰ One- or Two-Family Dwelling (Up to 1 Hour) All Other (Up to 2 Hours) Additional Review (Min. 1-Hour Charge)	\$135.00 \$265.00 Hourly
State Building Code Council Fees ²¹ Single-Family, Duplexes, and Townhomes Multi-Family, Commercial, and Other Per Residential Dwelling Unit > 1	\$6.50 \$25.00 \$2.00

¹⁹ Gross floor area" means the gross floor area as defined in [EMC 15.05.110](#).

²⁰ Fee is for revision of a building, fire, mechanical, or plumbing permit only.

²¹ Fee is charged per single-family, multi-family, commercial, or other construction permit as established by [Revised Code of Washington \(RCW\) Chapter 19.27](#), including accessory structures. Typically, any work to construct, enlarge, repair, move, demolish, or change the occupancy of a structure is subject to the fee. The fee amount is established by Washington State and is subject to change at any time.

IMPACT FEES

Impact fees are a one-time fee charged for new development to help pay for new or expanded public facilities, such as public streets, parks, and schools.

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

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

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

School District		Per Single-Family Unit	Per Multi-Family Unit
Fife School District	www.fifeschools.com	\$3,500.00	\$1,772.00
Puyallup School District	www.puyallupsd.org	\$3,500.00	\$2,000.00
Sumner School District	www.sumnersd.org	\$3,500.00	\$1,946.16

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

Unit Type	Fee
Per Single-Family Dwelling Unit	\$2,940.00
Per Multi-Family Dwelling Unit, 1-4 Units	\$2,178.00
Per Multi-Family Dwelling Unit, 5+ Units	\$1,742.00
Per Accessory Dwelling Unit	\$2,178.00
Per Mobile Home	\$2,178.00

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

Per Net New 1.00 PM Peak Hour Trip, or Fraction Thereof	Fee
2023 Rate (Effective January 1, 2023)	\$11,489.00
2024 Rate (Effective January 1, 2024)	\$11,944.00

Table I-4: Impact Fee Deferral

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

Procedure / Process	Fee
Deferral of Park, School, or City Traffic Mitigation Fee, per Fee Type, per Lot	\$415.00

BUSINESS LICENSE FEES

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

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

An application for a general business license, including the general business license fee, is submitted through the Washington State Department of Revenue²². Additional permit fees, Washington State fees, and City Traffic Impact fees may apply. Business inspections are completed by East Pierce Fire & Rescue.

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

Table BL-2: Additional Licenses and Permits

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

License Type	Fee
Adult Business (Chapter 5.10 EMC)	
Location License	No Charge
Manager's License	No Charge
Entertainer's License	No Charge
Home Businesses	
Limited Home Business Permit (EMC 18.100.080)	No Charge
Regular Home Business Permit (EMC 18.100.070)	\$500.00
Retail Fireworks Sales (EMC 8.10.030(D)) ²³	\$75.00

Table BL-3: Miscellaneous Business License Fees

Procedure / Process	Fee
Adult Family Home (DSHS Inspections) ²⁴	
Inspection, Pre-License, or Change to Exiting or Bedrooms	\$400.00

²² Washington State Department of Revenue website: <https://dor.wa.gov/open-business/apply-business-license>

²³ Retail fireworks stands are prohibited starting September 19, 2024 (Ordinance No. 23-0649).

²⁴ Covers up to three (3) hours of staff time for completion of the inspection and inspection checklist. Additional permits may be required. The DSHS Adult Family Home Building Inspection Checklist is available online at: <https://www.dshs.wa.gov/altsa/residential-care-services/afh-building-inspections>

UTILITY CHARGES

The City of Edgewood does not own or operate the local electric, gas, water, or wastewater utilities. Please contact the appropriate utility for any development charges or rates:

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

Utility Type	Provider(s)
Electric	Puget Sound Energy (https://www.pse.com/)
Garbage	Murrey's / DM Disposal (https://www.murreysdisposal.com/)
Gas	Puget Sound Energy (https://www.pse.com/)
Septic	Tacoma-Pierce County Health Department (TPCHD) (https://www.tpchd.org/)
Sewer	Multiple – for service boundaries, see Edgewood Interactive GIS Map ²⁵
Water	Multiple – for service boundaries, see Edgewood Interactive GIS Map ²⁵

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

Charges are billed by Pierce County on behalf of the City, plus any applicable utility tax.

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

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

Utility	Tax Rate
Cable Television	6.00%
Gas	6.00%
Light or Power	6.00%
Sewer	6.00%
Surface Water	6.00%
Solid Waste	6.00%
Telephone, Cellular or Regular	6.00%
Water	6.00%

²⁵ The Edgewood Interactive Map is available online at: <https://www.cityofedgewood.org/224/Maps-Directions>

ANIMAL AND KENNEL LICENSE FEES (METRO ANIMAL SERVICES)

Animal control and licensing services are provided by Metro Animal Services. The fees below are not a complete list of fees or services. Fees are subject to change without notice.

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

1. Completing the annual license process online at <https://metroanimalservices.org>; or
2. Submitting a completed *Pet License Application Form for Edgewood*²⁶ and payment:
 - By Mail / Check: Metro Animal Services, 1104 Maple Street, Ste 240, Sumner, WA 98390
 - In Person: Edgewood City Hall

License Type	Fee
Annual Cat License	
Juvenile (8 Weeks to 6 Months)	\$0.00
Adult (7 Months or Older)	
Unaltered	\$60.00
Spayed / Neutered ²⁷	\$12.00
Adult (7 Months or Older), Reduced Rate for Senior Citizens (65 or Older)	
Unaltered	\$30.00
Spayed / Neutered ²⁷	\$6.00
Annual Dog License	
Juvenile (8 Weeks to 6 Months)	\$0.00
Adult (7 Months or Older)	
Unaltered	\$60.00
Spayed / Neutered ²⁷	\$20.00
Adult (7 Months or Older), Reduced Rate for Senior Citizens (65 or Older)	
Unaltered	\$30.00
Spayed / Neutered ²⁷	\$6.00
Late Fees	
Renewal is 30 – 59 Days Late, per License	\$10.00
Renewal is 60 or More Days Late, per License	\$20.00
Kennel License ²⁸	\$75.00
Replacement of Lost or Damaged Tag	\$5.00

²⁶ Form is available online at: <https://metroanimalservices.org/i-have-a-pet/license-my-pet/>

²⁷ In order to receive the reduced rate for altered dogs and cats, owners must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.

²⁸ Kennel may require an Administrative Use Permit (AUP) or Conditional Use Permit (CUP), depending on the location. Additional fees apply.

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

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

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

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

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

Public Records Request Process	Fee
Alternative Fee ²⁹	\$2.00
Certified Copies	
First Page	\$5.00
Per Additional Page	\$1.00
Customized Service Charge	RCW 42.56.120
Photocopies	
Black and White, up to 11 x 17 Inches	\$0.15 / Side
Color	\$0.50 / Side
Oversized Document	Actual Cost
Scanning	
Scanning, up to 11 x 17 Inches	\$0.10 / Side
Scanning, over 11 x 17 Inches	Actual Cost
Staff Time, over 30 Minutes (EMC 3.35.040)	Hourly
Transmittal	
Per Four (4) Attachments, Uploads, or Other Electronic Delivery	\$0.05
Per Gigabyte of Electronic Transmission	\$0.10
Digital Transmittal Device (CD, Flash Drive, etc.)	Actual Cost
Physical Transmittal Device (Envelope, Box, Tube, etc.)	Actual Cost
Postage and Delivery	Actual Cost
Transcription of City Council, Board, Commission, or Hearing Examiner Meetings	Actual Cost
Viewing Records	No Charge

²⁹ The City may, in its discretion, choose to impose a flat fee as an alternative to the fees in this section when the agency reasonably estimates and documents that the costs will be equal to or more than the listed flat fee.

RESOLUTION NO. 16-0337

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, PIERCE COUNTY,
WASHINGTON, ADOPTING A NEW OFFICIAL CITY
FEE SCHEDULE**

WHEREAS, as adopted by Ordinance No. 16-0474, the City of Edgewood has authorized and adopted an official schedule of fees that specifies the amounts to be charged for services provided by city employees and their agents; and

WHEREAS, this fee schedule is updated from time to time to add or change fees for services the city provides; and

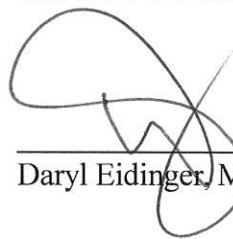
WHEREAS, the number of changes, additions and re-organization warranted a new fee schedule to be adopted;

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

Section 1. The City Council hereby adopts a new Official Fee Schedule as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 9TH DAY OF AUGUST, 2016**

CITY OF EDGEWOOD:

A handwritten signature in black ink, appearing to read "Daryl Eiding", is written over a horizontal line.

Daryl Eiding, Mayor

Attest:


Rachel Pitzel, City Clerk

CITY OF EDGEWOOD

Resolution 16-0337 Exhibit A - Fee Schedule Effective August 16, 2016

Planning and Land Use

Procedure/Process	City Fee	Fire Marshall	Publication Fee	Total Fee*
Administrative Fee-Deferred Impact Fees	300.00			300.00
Administrative Appeal	1,300.00			1,300.00
Administrative Decision	650.00			650.00
Administrative Interpretation	650.00			650.00
Administrative Use Permit	1,625.00		600.00	2,225.00
Administrative Variance	1,470.00		600.00	2,070.00
Binding Site Plan - Administrative Action	1,905.00	175.00	600.00	2,680.00
Binding Site Plan - Hearing Examiner Action	3,180.00	175.00	600.00	3,955.00
Boundary Line Adjustment	765.00			765.00
Comprehensive Plan Amendment or Rezone	5,510.00		600.00	6,110.00
Conditional Use (CUP)	2,865.00		600.00	3,465.00
Critical Areas Checklist	45.00			45.00
Design Standards Review	1,025.00			1,025.00
Developer Agreement	7,140.00	175.00	600.00	7,915.00
Driveway Permit	250.00			250.00
Hearing Examiner Appeal	4,135.00		600.00	4,735.00
Hearing Examiner Reconsideration	1,360.00			1,360.00
Home Occupation	915.00		600.00	1,515.00
Masterplan	5,090.00		600.00	5,690.00
Neighborhood Meeting	320.00			320.00
Non-Conforming Use (NUP)	2,855.00		600.00	3,455.00
Non-Conforming Use Letter	375.00			375.00
Pre-Application/Construction	845.00	140.00		985.00
Public Facilities Permit	3,995.00	70.00	600.00	4,665.00
Quasi-Judicial Rezone	3,110.00		600.00	3,710.00
Reasonable Use	3,400.00	70.00	600.00	4,070.00
Residential Cluster Development	2,765.00		600.00	3,365.00
Short Plat Alteration/Amendment/Preliminary (0 - 6 lots)	2,410.00	70.00	600.00	3,080.00
Short Plat Final	1,435.00	70.00		1,505.00
Sign Posting (Req. \$300 Deposit per sign)	120.00			120.00
Site Development	4520 + \$100 per lot > 6 lots	70.00		4,590 + \$100 per lot > 6 lots
Site Plan Review	350.00			350.00
SEPA	2,650.00		600.00	3,250.00
Subdivision Alteration/Amendment/Preliminary (7+ lots)	4,520 + \$100 per lot > 6 lots	70.00	600.00	5,190 + \$100 per lot > 6 lots
Subdivision Final	2,350.00	70.00		2,420.00
Stormwater Inspection Fee	100.00			100.00
Stormwater Review	Staff Billable Hours			Staff Billable Hours
Temporary Use	305.00			305.00
Variance	3,170.00		600.00	3,770.00

* Other Costs May Apply

Tacoma-Pierce County Health Department - Per set fee schedule

Pierce County Assessor-Treasurer's Office - Per set fee schedule

Outside Consultant fees will be charged, per the estimate, to the applicant at cost.

CITY OF EDGEWOOD

Resolution 16-0337 Exhibit A - Fee Schedule Effective August 16, 2016

Planning and Land Use				
Procedure/Process	City Fee	Fire Marshall	Publication Fee	Total Fee*
Public Works Department				
Procedure/Process	City Fee			
Right of Way Permit	250.00			250.00
Road Cut Fee				EMC 12.06.110
Street Vacation	\$3565 + .10/SF			\$3565 + .10/SF
Clearing/Grading Permit				
Project Scale	Plan Review	Permit Fee		Total Fee*
50 cubic yards or less				Exempt
50 cubic yards or less with Critical Areas**	123.50	37.00		160.00
51 to 100 cubic yards	123.50	37.00		160.00
101 to 1,000 cubic yards	137.50	\$37.00 first 100 cy \$17.50 each additional 100 cy		175 - 335
1,001 to 10,000 cubic yards	80% of permit fee	\$194.00 first 1,000 cy \$14.50 each additional 1,000 cy		350 - 585
10,001 to 100,000 cubic yards	80% of permit fee	\$325.00 first 10,000 cy \$66.00 each additional 10,000 cy		585.00 - 1,655
100,001 or more cubic yards	80% of permit fee	\$919.00 first 100k cy \$36.50 each additional 10,000 cy		1,655 + (amount varies)
Other Fees:	Additional Plan Review required by changes, additions or revisions to approved plans - Staff Billable Hours			
*Fees for "each additional cubic yards" will be calculated as a fraction thereof				
** Critical Areas checklist and approval required plus minumim C&G fee applies				
Building Department				
Procedure/Process	City Fee	Fire Marshall		Total Fee
Manufactured Home Placement Fee	1,065.00			1,065.00
Reinspection Fee	70.00			70.00
Plan Review	65% of Building Permit			65% of Building Permit
Residential ReRoof	150.00			150.00
Commercial ReRoof	Based On Evaluation			Based On Evaluation
Residential Demolition	150.00			150.00
Commercial Demolition	250.00			250.00
Commercial Plan Review - Fire District Group A, B, E, F, H, I ,LC, M, R-1, and S		5% of Building Permit		5% of Building Permit
Building Permit Fees - Total Valuation				
\$1 to \$500	23.50			23.50
\$501 to \$2,000	\$23.50 1st \$500 + \$3.05 each additional \$100 or fraction thereof, to and including \$2,000			
\$2,001 to \$25,000	\$69.25 1st \$2,000 + \$14.00 each additional \$1k or fraction thereof, to and including \$25k			
\$25,001 to \$50,000	\$391.25 1st \$25k + \$10.10 each additional \$1k or fraction thereof, to and including \$50k			
\$50,001 to \$100,000	\$643.75 1st \$50k + \$7.00 each additional \$1k or fraction thereof, to and including \$100k			
\$100,001 to \$500,000	\$993.75 1st \$100k + \$5.60 each additional \$1k or fraction thereof, to and including \$500k			
\$500,001 to \$1,000,000	\$3,233.75 1st \$500k + \$4.75 each additional \$1k or fraction thereof, to and including \$1m			
\$1,000,001 and up	\$5,608.75 1st \$1m + \$3.65 each additional \$1k or fraction thereof			

CITY OF EDGEWOOD

Resolution 16-0337 Exhibit A - Fee Schedule Effective August 16, 2016

Planning and Land Use				
Procedure/Process	City Fee	Fire Marshall	Publication Fee	Total Fee*
Energy Code Fees				
Procedure/Process				Permit Fee
Energy Code Fee (Residential)	100.00			100.00
Energy Code Fee (Non-Residential):				
Total Valuation				
\$1 to \$20,000	100.00			100.00
\$20,001 to \$300,000	\$100 1st \$20k + \$1.50 each additional \$1k or fraction thereof, to and including \$300k			
\$300,001 to \$800,000	\$520 1st \$300k + \$.75 each additional \$1k or fraction thereof, to and including \$800k			
\$800,001 to \$1,020,000	\$895 1st \$800k + \$.50 each additional \$1k or fraction thereof, to and including \$1,020,000			
\$1,020,000 or more	\$1,005.00 maximum			\$1,005.00 maximum
Plumbing Code Fees				
Procedure/Process	Permit Fee*			
Permit Issuance Fee	100.00			100.00
1 & 2 Family Dwellings (new construction)				
1 Bathroom	135.00			135.00
2 Bathroom	180.00			180.00
3 Bathroom	240.00			240.00
4 Bathroom Plus	330.00			330.00
Alterations (each fixture)	15.00			15.00
Commercial				
New Construction (each fixture)	15.00			15.00
Alterations (each fixture)	15.00			15.00
Water Lines				
First 100 ft or fraction thereof	40.00			40.00
Each additional 100 ft	25.00			25.00
Sewer/Storm Service Lines				
First 100 ft or fraction thereof	40.00			40.00
Each additional 100 ft	25.00			25.00
Rainwater system inside building (per drain)	10.00			10.00
Water Heater	10.00			10.00
Gas Piping (up to 5 outlets) (per outlet)	5.00			5.00
Each additional gas-piping system (per outlet)	1.00			1.00
Grease trap or interceptor (each)	15.00			15.00
Backflow device (each)	15.00			15.00
Alter or repair water piping (per fixture)	10.00			10.00
Alter or repair drainage/vent piping (per fixture)	10.00			10.00
Medical gas piping (1-5 outlets)	50.00			50.00
Each additional medical gas piping (per outlet)	5.00			5.00
Other Inspections/Fees				
min. 2 hrs)	50.00			50.00
Reinspection Fee (/hr)	50.00			50.00
Inspection for which no fee (/hr) (min. 1/2 hr)	50.00			50.00
Plan Review Fee (Commercial Only)	65 % of Permit Fee			65 % of Permit Fee
Additional plan review	50.00			50.00
*Each Plumbing Permit will include Permit Issuance Fee + each applicable item(s)				
Mechanical Code Fee				
Procedure/Process	Permit Fee*			
Permit Issuance Fee	100.00			100.00
1 & 2 Family Dwellings (New Construction)				
1 Bathroom	85.00			85.00
2 Bathrooms	105.00			105.00
3 Bathrooms	125.00			125.00
4 + Bathrooms	170.00			170.00
Supplemental Permit	10.00			10.00
AC Unit - Stand Alone	15.00			15.00
Install Furnace/Burner up to 100k btu	15.00			15.00
Install Furnace/Burner over 100k btu	20.00			20.00
Heat Pump	15.00			15.00
Ductless Heat Pump - 1 Head	15.00			15.00
Ductless Heat Pump - Each Additional Head	10.00			10.00

CITY OF EDGEWOOD

Resolution 16-0337 Exhibit A - Fee Schedule Effective August 16, 2016

Planning and Land Use				
Procedure/Process	City Fee	Fire Marshall	Publication Fee	Total Fee*
Install/relocate floor furnace & vent	15.00			15.00
Install/relocate recessed wall space heater	15.00			15.00
Appliance Vent - separate	10.00			10.00
Repair of heating appliance, cooling unit	15.00			15.00
Boiler/Compressor 3 HP; up to 6 tons; 100k	15.00			15.00
Boiler/Compressor 3-15 HP; or 500k btu	30.00			30.00
Boiler/Compressor 15-30 HP; or 1000k btu	40.00			40.00
Boiler/ Compressor over 50 HP; or 1750k	55.00			55.00
Air handling unit to 10k CFM	10.00			10.00
Air handling over 10k CFM	20.00			20.00
Vent Fan with single duct (bath fans)	10.00			10.00
Vent system apart from Heating or A/C	10.00			10.00
Mechanical exhaust hood/duct (rangehood)	10.00			10.00
Commercial/Industrial incenerator	15.00			15.00
Propane Tank	10.00			10.00
Generator - Residential	10.00			10.00
Gas piping (up to 4 outlets) (per outlet)	5.00			5.00
Gas piping (5 or more outlets) (per outlet)	1.00			1.00
Unclassified appliance or equipment	10.00			10.00
Re-inspection fee	50.00			50.00
Wood Fireplace/Stove	10.00			10.00
Gas Fireplace/Insert	10.00			10.00
Plan Review Fee (Commercial Only)	65 % of Permit Fee			65 % of Permit Fee
*Each Mechanical Permit will include Permit Issuance Fee + each applicable item(s)				
Administrative/ Miscellaneous				
Procedure/Process	City Fee			
Business License	40.00			40.00
CD's	3.00			3.00
Code Enforcement	Staff Billable Hours + Costs			Staff Billable Hours + Costs
Copies - per side	0.15			0.15
Permanent Party of Record	50.00			50.00
Non-Sufficient Fund Fee	40.00			40.00
Verbatim Transcription	Staff Billable Hours + Costs			Staff Billable Hours + Costs
GIS Department				
Procedure/Process	City Fee			
Color Copy of Existing 8.5 x 11	1.00			1.00
Special Request Maps:				
8.5 x 11	15.00			15.00
11 x 17	25.00			25.00
17 x 22	30.00			30.00
22 x 34	45.00			45.00
34 x 44	50.00			50.00
Customized Size	Staff Billable Hours + Costs			Staff Billable Hours + Costs
Staff Billable Hourly Rates				
ACA-Municipal & Administrative Services	110.00			110.00
Engineer	80.00			80.00
Building Inspector	85.00			85.00
City Clerk	70.00			70.00
Finance	80.00			80.00
Planning	60.00			60.00
Community Development Director	90.00			90.00
Permit Coordinator	65.00			65.00
Administrative	55.00			55.00

CITY OF EDGEWOOD

Resolution 16-0337 Exhibit A - Fee Schedule Effective August 16, 2016

Planning and Land Use

Procedure/Process	City Fee	Fire Marshall	Publication Fee	Total Fee*
Facility Rental Rates				
Edgemont Park	\$30 per Time Block	\$50 per Time Block		

1997 UNIFORM BUILDING CODE™

VOLUME 1



reinspection fee in accordance with Table 1-A or as set forth in the fee schedule adopted by the jurisdiction.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

SECTION 109 — CERTIFICATE OF OCCUPANCY

109.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefor as provided herein.

EXCEPTION: Group R, Division 3 and Group U Occupancies.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

109.2 Change in Use. Changes in the character or use of a building shall not be made except as specified in Section 3405 of this code.

109.3 Certificate Issued. After the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the code enforcement agency, the building official shall issue a certificate of occupancy that shall contain the following:

1. The building permit number.
2. The address of the building.
3. The name and address of the owner.
4. A description of that portion of the building for which the certificate is issued.
5. A statement that the described portion of the building has been inspected for compliance with the requirements of this code for the group and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.

109.4 Temporary Certificate. If the building official finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, a temporary certificate of occupancy may be issued for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.

109.5 Posting. The certificate of occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the building official.

109.6 Revocation. The building official may, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this code whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

TABLE 1-A—BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge—two hours)	\$47.00 per hour ¹
2. Reinspection fees assessed under provisions of Section 305.8	\$47.00 per hour ¹
3. Inspections for which no fee is specifically indicated (minimum charge—one-half hour)	\$47.00 per hour ¹
4. Additional plan review required by changes, additions or revisions to plans (minimum charge—one-half hour)	\$47.00 per hour ¹
5. For use of outside consultants for plan checking and inspections, or both	Actual costs ²

¹Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

²Actual costs include administrative and overhead costs.



City Of Edgewood Council Agenda Summary Sheet

Subject: Annual Capital Improvement Plan (CIP) Update	Agenda Item #: 2.E
	For Agenda of: 11/7/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. CIP Priority List 2. Map CIP 2024-2029 3. DRAFT - 2024 CIP Program	
Approval of Materials: Jeremy Metzler Dave Gray 11/2/2023 Daryl Eidinger 11/2/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 10/03/2023 SS 10/10/2023 RCM PH 11/07/2023 SS 11/14/2023 RCM

Summary Statement:

The City utilizes an annually-updated Capital Improvement Plan (CIP), in conformance with the Capital Facilities Element of the City's Comprehensive Plan, which outlines projects, their estimated costs, timelines for work, and anticipated funding sources. These plans serve as the guiding documents for Staff to execute capital improvements throughout the City, as resources are made available through City financial resources or other identified funding sources (i.e. Impact Fees, grants, General Fund, etc.).

Staff is taking a similar approach to this year's CIP Program update as last year - reviewing and updating a priority list for all listed capital projects, then programming them for the next six years based on anticipated workload capacity. The attached DRAFT CIP Project List represents staff's current recommendation on project priorities, and the attached DRAFT CIP Program takes these project priorities and programs their execution over the upcoming six-year period. Also attached is a map showing proposed capital projects with known locations.

Staff's projections for REET revenues has been updated to reflect the Finance Director's findings in his preparation of the 2024 Preliminary Budget, showing lower anticipated revenues over time, having the effect of delaying some projects as noted herein. Please note that this is still a "work in progress" - Staff relies on the City Council to guide this planning, to ensure it aligns with the Council's desires and sound management of the City's financial resources. A Public Hearing was held on October 10, 2023, where no public comment was provided. There was an additional public comment period through the SEPA Environmental Review process, but again no public comment was provided. Formal action on this item is scheduled for next week's Regular Council Meeting.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Annual Capital Improvement Plan (CIP) Update

Fiscal Note/Consideration:

Please note that this is a planning document - Project selection and funding resources contained herein are still under consideration, as project priorities, timelines and other planning requirements are set by the City Council through adoption of the Annual Budget.

Project Prioritization List

All Identified Projects

10/31/2023

No.	Project Name	Score	Est. 1-Yr Cost	Running Total
Developer-coordinated Capital Projects (not included in annual project cap)				
P-9	Wolf Point Trail	N/A	\$ 450,000	--
SS-2	Wetland Mitigation - Northwood Elementary (LID No. 1)	N/A	\$ 55,000	--
City-led Capital Projects (not included in annual project cap)				
P-1	Interurban Trail Phase III Design / Construction (TIP No. 7)	76.42	\$ 500,000	--
T-4	Chrisella Road East Safety Improvements (TIP No. 5) - HSIP GRANT	79.00	\$ 1,900,000	--
City-led Annual Programs				
SW-1	City Drainage Infrastructure Program / Spot Improvements	N/A	\$ 100,000	\$ 100,000
SW-6	SWMP Update (including SW Comp. Plan Update)	N/A	\$ 25,000	\$ 125,000
T-1	Citywide Road Preservation Program (TIP No. 6) [includes 48th St E Design]	N/A	\$ 415,000	\$ 540,000
T-2	Citywide Traffic Safety Program (TIP No. 9)	N/A	\$ 50,000	\$ 590,000
T-6	Transporation Engineering / Plan Support	N/A	\$ 50,000	\$ 640,000
T-9	Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)	N/A	\$ 75,000	\$ 715,000
P-2	Miscellaneous Park Improvements	N/A	\$ 25,000	\$ 740,000
P-6	Land Acquisition	N/A	\$ 50,000	\$ 790,000
PF-1	Citywide IT/Security Upgrades	N/A	\$ 50,000	\$ 840,000
City-led Capital Projects				
PF-3	Public Works Service Facility (Feasibility / Preliminary Design)	70.00	\$ 100,000	\$ 940,000
SW-13	56th St E / Edgewood Dr E Drainage Improvements	69.50	\$ 200,000	\$ 1,140,000
SW-8	Lake Chalet Pothole Flood Reduction Project	68.50	\$ 450,000	\$ 1,590,000
T-8	Meridian Ave E. Preliminary Design (TIP No. 2)	64.71	\$ 50,000	\$ 1,640,000
T-10	Chrisella Rd E Realignment - 36th to 39th	60.50	\$ 250,000	\$ 1,890,000
T-11	108th Ave E (north of 32nd St E) - Rebuild Roadway & Drainage	57.50	\$ 250,000	\$ 2,140,000
P-4	Nelson Farmhouse Remodel Eval.	57.00	\$ 40,000	\$ 2,180,000
T-13	Caldwell & 129th Intersection Regrade	57.00	\$ 150,000	\$ 2,330,000
P-3	Edgewood Multi-Modal Trail Loop (8th, 122nd, 24th)	55.86	\$ 160,000	\$ 2,490,000
SW-16	(Spot Imp S-21) Top O' Valley Outfall - 24th St E east of 125th	55.00	\$ 200,000	\$ 2,690,000
T-10	(TIF MCE-2) 104th Ave E - 8th to 10th	52.98	\$ 250,000	\$ 2,940,000
T-3	(TIF R-6) Meridian & 12th/13th - Intersection Improvements	50.83	\$ 250,000	\$ 3,190,000
SW-7	25th St E Drainage Improvements	50.00	\$ 235,000	\$ 3,425,000
SW-12	Flood Reduction Plan for Edgewood Pothole	49.50	\$ 170,000	\$ 3,595,000
P-5	Nelson Nature Park Rehabilitation	49.00	\$ 50,000	\$ 3,645,000
T-5	Edgewood Drive Safety Improvements (TIP No. 4)	48.77	\$ 535,000	\$ 4,180,000
SW-5	108th Ave E / 36th St E Flooding	47.80	\$ 150,000	\$ 4,330,000
SW-3	Jovita Creek Regional Improvement Feasibility Study	46.45	\$ 200,000	\$ 4,530,000
SW-14	Monta Vista Dr E Drainage Improvements	45.00	\$ 350,000	\$ 4,880,000
SW-4	Edgewood Pothole Pilot Project Feasibility Assessment	44.63	\$ 250,000	\$ 5,130,000
	Flood Reduction Plan for Pinedale Pond (114th)	44.50	\$ 170,000	\$ 5,300,000
T-10	(TIF MCE-16) 106th Ave E - 32nd to 36th	42.81	\$ 250,000	\$ 5,550,000
P-7	Edgemont Park Improvements	40.00	\$ 250,000	\$ 5,800,000
	Flood Reduction Plan for 122nd Ave Pothole	40.00	\$ 170,000	\$ 5,970,000
T-10	(TIF MCE-7) 104th Ave E - 16th to 18th	39.90	\$ 150,000	\$ 6,120,000
SW-9	24th / 112th Seasonal Ponding	39.00	\$ 170,000	\$ 6,290,000
PF-2	Civic Center Campus Improvements (Entry, PD Parking, Security)	39.00	\$ 100,000	\$ 6,390,000
SW-15	48th St E / 127th Ave E Drainage Improvements	38.91	\$ 50,000	\$ 6,440,000
SW-10	108th Ave E - 8th to 16th Flooding	38.63	\$ 50,000	\$ 6,490,000
	(Spot Imp S-17) 11000 block 16th St E Shoulder	37.00	\$ 100,000	\$ 6,590,000
	(Spot Imp S-20) 20th St E Culvert (near 90th)	37.00	\$ 150,000	\$ 6,740,000
	FEMA Flood Study	37.00	\$ -	\$ 6,740,000
T-4	Chrisella Road East Safety Improvements (TIP No. 5) - 48th to C/L	36.25	\$ 450,000	\$ 7,190,000
	(TIF MCE-14) 106th Ave E - 24th to 32nd	35.42	\$ 250,000	\$ 7,440,000
	(TIF NP-4) Meridian Ave E Mid-block Pedestrian Crossings	35.00	\$ 40,000	\$ 7,480,000

Project Prioritization List

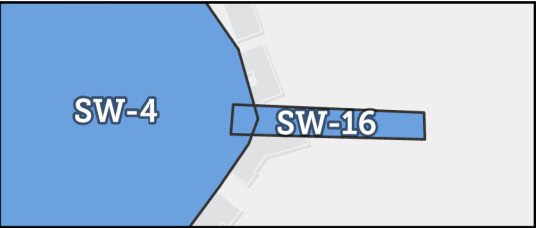
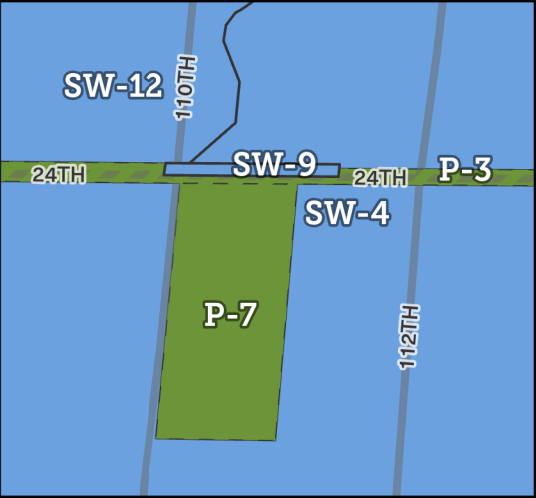
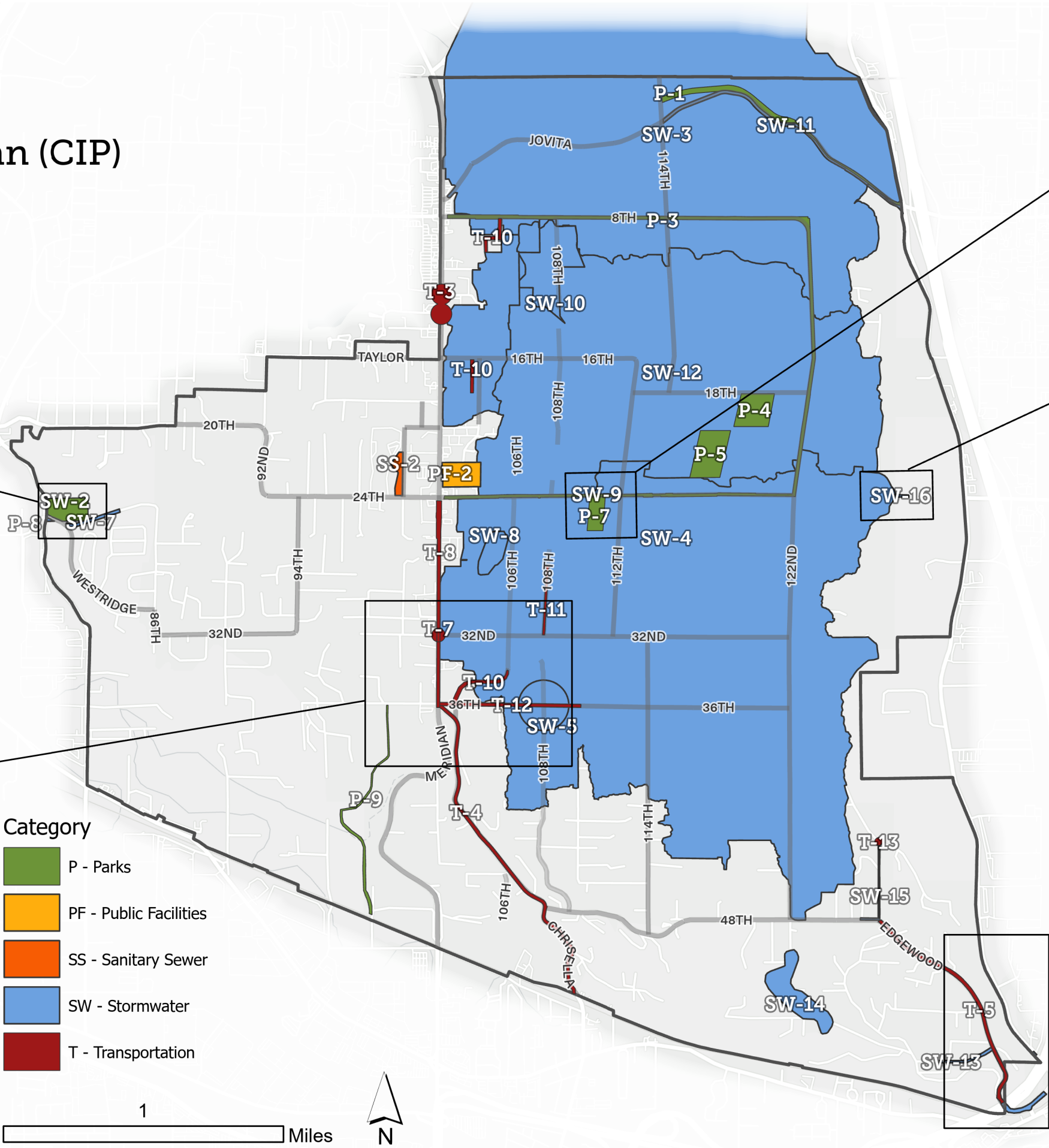
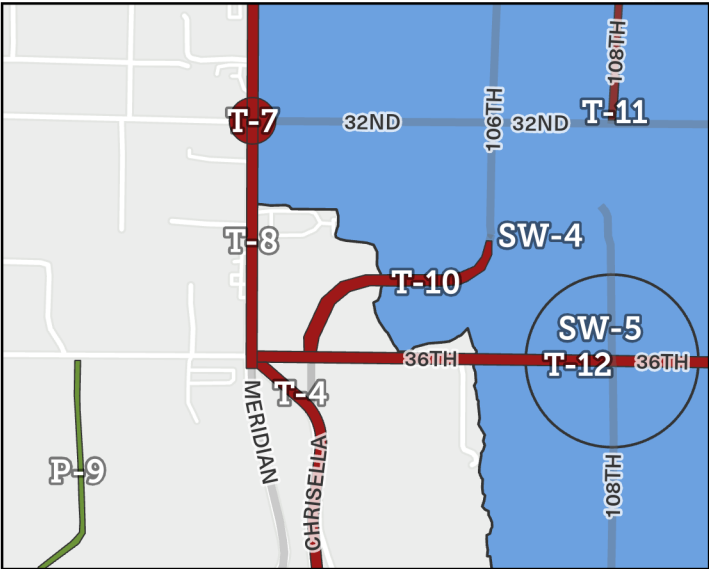
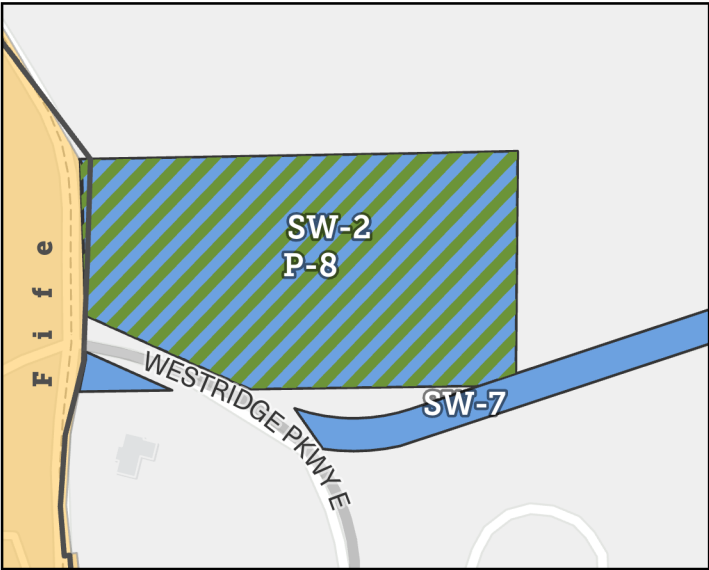
All Identified Projects

10/31/2023

No.	Project Name	Score	Est. 1-Yr Cost	Running Total
	Flood Reduction Plan for 108th Ave Pothole	34.50	\$ 170,000	\$ 7,650,000
	(TIF R-3) Meridian Ave E Safety Improvements - 24th to 36th	33.54	\$ 750,000	\$ 8,400,000
	Meridian Ave E. Drainage Capacity Review (8th to 24th)	33.00	\$ 50,000	\$ 8,450,000
	(TIF MCE-17) 36th St E - Meridian to Chrisella	31.50	\$ 150,000	\$ 8,600,000
	(TIF MCW-2) 101st Ave E - 18th to 20th	31.30	\$ 150,000	\$ 8,750,000
	(TIF MCE-13) 29th St E - 103rd to 106th	31.05	\$ 200,000	\$ 8,950,000
	Flood Reduction Plan for Surprise Lake Pothole	30.00	\$ 170,000	\$ 9,120,000
T-12	36th Street East Walkway Extension (TIP No. 13)	29.63	\$ 85,000	\$ 9,205,000
	(TIF MCE-15) 32nd St E - Meridian to 106th	28.35	\$ 100,000	\$ 9,305,000
	(TIF MCW-8) 100th Ave E - 29th to 32nd	28.16	\$ 150,000	\$ 9,455,000
	(TIF MCE-6) 16th St E - Meridian to 104th	28.10	\$ 150,000	\$ 9,605,000
	(TIF R-2) 122nd Ave E Safety Improvements - 24th to 48th	28.08	\$ 250,000	\$ 9,855,000
	(TIF MCW-7) 29th St E - 101st to Meridian	27.93	\$ 100,000	\$ 9,955,000
SW-11	Jovita Boulevard Rehabilitation	27.00	\$ -	\$ 9,955,000
	(Spot Imp S-15) 12th St E Outfall - east of 122nd	26.67	\$ 50,000	\$ 10,005,000
	(Spot Imp S-16) 1411 126th Ave E Outfall	26.67	\$ 50,000	\$ 10,055,000
	(TIF R-7) Meridian & 20th - Intersection Improvements	26.67	\$ 150,000	\$ 10,205,000
	(TIF MCE-11) 24th St E - Meridian to 104th	26.10	\$ 150,000	\$ 10,355,000
	(TIF MCW-5) 24th St E - 100th to Meridian	26.04	\$ 75,000	\$ 10,430,000
	(TIF MCW-9) 32nd St E - 100th to Meridian	25.93	\$ 100,000	\$ 10,530,000
	(TIF R-9) Meridian & 36th - Intersection Improvements	25.59	\$ 250,000	\$ 10,780,000
	(Spot Imp S-10) 2400 block 112th Ave E Ditch Conversion	25.50	\$ 75,000	\$ 10,855,000
	(TIF MCW-4) 100th Ave E - 20th to 24th	23.05	\$ 250,000	\$ 11,105,000
	(PROST #2) Nelson Farm Park Master Plan & Feasibility Study	22.00	\$ -	\$ 11,105,000
	(Spot Imp S-22) 9022 34th St E Ponding	22.00	\$ 50,000	\$ 11,155,000
	(Spot Imp) 11126 46th St E	22.00	\$ 50,000	\$ 11,205,000
	(TIF R-5) Railroad Frontage Road	21.11	\$ 750,000	\$ 11,955,000
	(PROST System-Wide) Signage & Branding	20.00	\$ 75,000	\$ 12,030,000
	(TIF N-8) 32nd St E Walkway - 110th to 114th	17.74	\$ 75,000	\$ 12,105,000
	(TIF N-6) 114th Ave E Walkway - 8th to 18th	17.38	\$ 150,000	\$ 12,255,000
	(PROST #6) ECP Phase 2 - Sport Courts	17.00	\$ 50,000	\$ 12,305,000
	(Spot Imp S-23) 47th St Ct E @ 114th Ave E	16.67	\$ 50,000	\$ 12,355,000
	(TIF N-7) Edgemont Walkway - EJH to 114th Walkway	15.88	\$ 150,000	\$ 12,505,000
	East Wapato Ravine Drainage	15.00	\$ -	\$ 12,505,000
	Simons Creek Bed Erosion (9608 29th St Ct E?)	15.00	\$ -	\$ 12,505,000
	(PROST System-Wide) School District Co-Op Agreements	8.33	\$ 500,000	\$ 13,005,000
	(Spot Imp S-24) 525 114th Ave E	5.00	\$ -	\$ 13,005,000



Capital Improvement Plan (CIP)
2024-2029





CAPITAL IMPROVEMENT PLAN

Annual Update for years 2024–2029+

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Introduction

Capital Improvement Plan Overview

The City of Edgewood's Capital Improvement Plan (CIP) is a six-year plan addressing the capital budget needs of the City, guiding the annual budget process and thereby satisfying the requirements of the Growth Management Act (GMA). The purposes and goals of the CIP are to:

- Provide capital facilities and infrastructure that are needed by the community and support the vision of Edgewood's future, as articulated in the City's Comprehensive Plan;
- Support the provision of City services consistent with the expectations of the community, as expressed in the City's declared level-of-service standards;
- Preserve level-of-service as growth and development add new demands on City government;
- Supply facilities that meet the needs of the community; and
- Rehabilitate or replace the City's facilities and infrastructure to extend the useful life and assure continued efficiency.

The GMA also requires jurisdictions to have capital facilities in place and readily available (constructed) when new development occurs or as a service area's population grows. This concept is known as *concurrency*. Specifically, this means that:

- All public facilities, needed to serve new development and a growing service area's population, must be in place at the time of the initial need. If the facilities are not in place, a financial commitment must have been made to provide the facilities within six years of the time of the initial need; and
- Such facilities must be of sufficient capacity to serve the service area's population and new development without decreasing service levels below locally established minimum standards, known as *level-of-service*.

Minimum standards are established at local levels. Factors that influence local standards are citizens, City Council recommendations, national standards, federal and state mandates, and the standards of neighboring jurisdictions.

The GMA stipulates that if a jurisdiction is unable to provide or finance capital facilities in a manner that meets concurrency and level-of-service requirements, it must either: 1) adopt and enforce ordinances which prohibit approval of proposed developments which would cause the level-of-service to drop below locally established standards, or 2) lower established standards for the level-of-service.

The Capital Improvement Plan provides a six-year list of proposed major capital expenditures for the City. This plan attempts to set funding strategies not only for the current year, but also to project future needs for major construction, land acquisition and equipment needs that

improve the cultural environment, capital infrastructure and recreational opportunities for the citizens of Edgewood. Capital expenditures are viewed not only in the context of how much the new project will cost, but also what impact the project will have on the City's operating budget.

The Capital Improvement Plan is divided into seven sections: 1) Introduction, 2) CIP Summary, 3) Surface Water Projects, 4) Transportation and Pedestrian Projects, 5) Parks Projects, 6) Sanitary Sewer Projects, and 7) Public Facilities Projects.

Capital Improvement Program Summary

The CIP Summary contains a financial spreadsheet listing each project within the five capital project areas (Surface Water, Transportation, Parks, Sanitary Sewer, and Public Facilities), and anticipated revenue sources.

Capital Project Detail

Included for each capital project in the CIP is a capital project detail sheet providing information such as the following:

- Fund – The associated capital fund (Capital - General, Capital - Parks, Capital - Roads, Capital - TIB, Street, Surface Water and Sewer).
- Project Category – The appropriate category for the particular project. These categories are also used in the Program Financial Summary.
- Project Description – A brief description of the project.
- Comprehensive Plan Goal - Identification of the Comp Plan goal affected by the project.
- Service Impact – A brief description of the project's impact on Edgewood citizens or others that use the public facility and any impact to maintenance and operating costs.
- Total Project Budget - All costs associated with the project. This will include prior expenditures, current year estimates and projected costs included in the six-year plan.
- Funding Sources – All of the anticipated revenue sources for the project.
- Critical Milestones – A list of all of the most important project milestones with their expected completion dates.
- Project Budget – Actual expenditures from prior periods and projected future costs by project phase. It also displays the specific revenue sources used to fund the project and any impacts on the General Fund operating budget.

Capital Improvement Program Summary

City of Edgewood 2024 - 2029 Capital Improvement Plan

Project		2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029+ Estimate	Totals
Surface Water								
SW-1	City Drainage Infrastructure Program / Spot Improvements	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
SW-2	Mortenson Farm Regional Stormwater Improvements	<i>Deferring to future year, pending return of property by WSDOT</i>						\$ -
SW-3	Jovita Creek Regional Improvement Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 580,000	\$ 580,000
SW-4	Edgewood Pothole Pilot Project Feasibility Assessment	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 250,000	\$ 400,000
SW-5	108th Ave E / 36th St E Flooding	\$ -	\$ -	\$ -	\$ 150,000	\$ 1,000,000	\$ -	\$ 1,150,000
SW-6	Surface Water Management Plan Update (Including Stormwater Comprehensive Plan Update)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
SW-7	25th St. E. Drainage Improvements	\$ -	\$ -	\$ -	\$ 35,000	\$ 200,000	\$ -	\$ 235,000
SW-8	Lake Chalet Pothole Flood Reduction Project	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000
SW-9	24th / 112th Seasonal Ponding	\$ -	\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ 170,000
SW-10	108th Ave E - 8th to 16th Flooding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000
SW-11	Jovita Boulevard Rehabilitation	<i>Deferring to future year, pending result of Project P-1</i>						\$ -
SW-12	Flood Reduction Plans for Closed Depression Basins	\$ -	\$ -	\$ -	\$ 170,000	\$ 170,000	\$ -	\$ 340,000
SW-13	56th St E / Edgewood Dr E Drainage Improvements	\$ 200,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000
SW-14	Monta Vista Dr E Drainage Improvements	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ 350,000
SW-15	48th St E / 127th Ave E Drainage Improvements	\$ -	\$ -	\$ -	\$ 550,000	\$ -	\$ -	\$ 550,000
SW-16	Top O' Valley Outfall - Replace Failed Pipe	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Total Surface Water		\$ 975,000	\$ 725,000	\$ 125,000	\$ 1,550,000	\$ 1,645,000	\$ 1,355,000	\$ 6,375,000

City of Edgewood 2024 - 2029 Capital Improvement Plan

Project		2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029+ Estimate	Totals
Transportation								
T-1	Citywide Road Preservation Program (TIP No. 6)	\$ 360,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,610,000
T-2	Citywide Traffic Safety Program (TIP No. 9)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
T-3	Meridian & 12th/13th Intersection Improvements (TIP No. 14)	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,400,000	\$ -	\$ 2,400,000
T-4	Chrisella Road East Safety Improvements (TIP No. 5)	\$ 1,900,000	\$ -	\$ -	\$ -	\$ -	\$ 6,420,000	\$ 8,320,000
T-5	Edgewood Drive Safety Improvements (TIP No. 4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,535,000	\$ 10,535,000
T-6	Transporation Engineering / Plan Support	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
T-7	Meridian / 32nd Intersection Improvements (TIP No. 1)	<i>Deferring to future year, pending result of Project T-8</i>						\$ -
T-8	Meridian Ave E. Preliminary Design (TIP No. 2)	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
T-9	Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 450,000
T-10	Meridian Parallel Road Network Constr. - Various Seg's (TIP No. 11)	\$ 290,000	\$ 1,310,000	\$ 900,000	\$ -	\$ -	\$ 5,470,000	\$ 7,970,000
T-11	108th Ave E (north of 32nd St E) - Rebuild Failing Roadway	\$ 50,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
T-12	36th Street East Walkway Extension (TIP No. 13)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000
T-13	Caldwell & 129th Intersection Regrade	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
T-14	48th St E Preservation Project	\$ 55,000	\$ 754,000	\$ -	\$ -	\$ -	\$ -	\$ 809,000
Total Transportation		\$ 2,880,000	\$ 2,689,000	\$ 1,475,000	\$ 1,425,000	\$ 1,825,000	\$ 23,600,000	\$ 33,894,000

City of Edgewood 2024 - 2029 Capital Improvement Plan

Project	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029+ Estimate	Totals
Parks							
P-1 Interurban Trail Phase III Design / Construction (TIP No. 7)	\$ 500,000	\$ 1,500,000	\$ 4,000,000	\$ 2,000,000	\$ -	\$ -	\$ 8,000,000
P-2 Miscellaneous Park Improvements	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
P-3 Edgewood Multi-Modal Trail Loop (8th, 122nd, 24th)	\$ 160,000	\$ 700,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 1,860,000
P-4 Nelson Farmhouse Remodel Eval.	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
P-5 Nelson Nature Park Rehabilitation	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
P-6 Land Acquisition	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
P-7 Edgemont Park Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
P-8 Mortenson Farm Trail	<i>Deferring to future year, pending return of property by WSDOT</i>						\$ -
P-9 Wolf Point Trail	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000
Total Parks	\$ 1,225,000	\$ 2,275,000	\$ 4,575,000	\$ 2,625,000	\$ 75,000	\$ 325,000	\$ 11,100,000
Sanitary Sewer							
SS-1 General Sewer Plan Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SS-2 Wetland Mitigation - Northwood Elementary (LID No. 1)	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Total Sanitary Sewer	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Public Facilities							
PF-1 Citywide IT/Security Upgrades	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 150,000
PF-2 Civic Center Campus Improvements	\$ 150,000	TBD	TBD	TBD	TBD	TBD	\$ 150,000
PF-3 Public Works Service Facility	\$ 100,000	TBD	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Total Public Facilities	\$ 300,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 400,000
TOTAL CAPITAL EXPENDITURES	\$5,435,000	\$5,739,000	\$6,225,000	\$5,600,000	\$3,545,000	\$25,280,000	\$51,824,000
Annual Cap Check:	\$2,475,000	\$3,485,000	\$2,225,000	\$3,600,000	\$3,545,000	\$18,860,000	

City of Edgewood 2024 - 2029 Capital Improvement Plan

Project	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029+ Estimate	Totals
CAPITAL REVENUE SOURCES:							
Surface Water Fees	\$ 797,800	\$ 775,000	\$ 100,000	\$ 1,450,000	\$ 1,620,000	\$ 750,000	\$ 5,492,800
Other Surface Water Grant Revenue	\$ 177,200	\$ -	\$ 25,000	\$ 100,000	\$ 25,000	\$ 495,000	\$ 822,200
Est. Interagency Participation (SW)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ 110,000
Traffic Impact Fees	\$ 309,800	\$ 1,149,350	\$ 1,243,600	\$ 1,009,300	\$ 855,000	\$ 10,229,000	\$ 14,796,050
Transportation Grant Revenue	\$ 1,900,000	\$ 875,000	\$ 325,000	\$ 200,000	\$ 360,000	\$ 10,700,000	\$ 14,360,000
REET (1 st 1/4% - Gen. Fund Capital)	\$ 260,000	\$ 250,000	\$ 235,000	\$ 200,000	\$ 200,000	\$ 650,000	\$ 1,795,000
REET (2 nd 1/4% - Pub. Works Capital)	\$ 631,000	\$ 603,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,050,000	\$ 3,034,000
Park Impact Fees	\$ 716,800	\$ 568,350	\$ 838,600	\$ 544,300	\$ 50,000	\$ 100,000	\$ 2,818,050
Parks Grant Revenue	\$ 402,400	\$ 1,283,300	\$ 2,972,800	\$ 1,561,400	\$ -	\$ 100,000	\$ 6,319,900
Capital Parks Reserve Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Fees	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Bonds / Loans (Future Debt Service)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Zone Camera Fees	\$ 110,000	\$ 160,000	\$ 160,000	\$ 160,000	\$ 110,000	\$ 210,000	\$ 910,000
General Fund Xfer (Property/Sales/Utility Tax)	\$ 75,000	\$ 75,000	\$ 75,000	\$ 125,000	\$ 75,000	\$ 886,000	\$ 1,311,000
TOTAL CAPITAL RESOURCES	\$ 5,435,000	\$ 5,739,000	\$ 6,225,000	\$ 5,600,000	\$ 3,545,000	\$ 25,280,000	\$ 51,824,000

Capital Project Detail

Surface Water

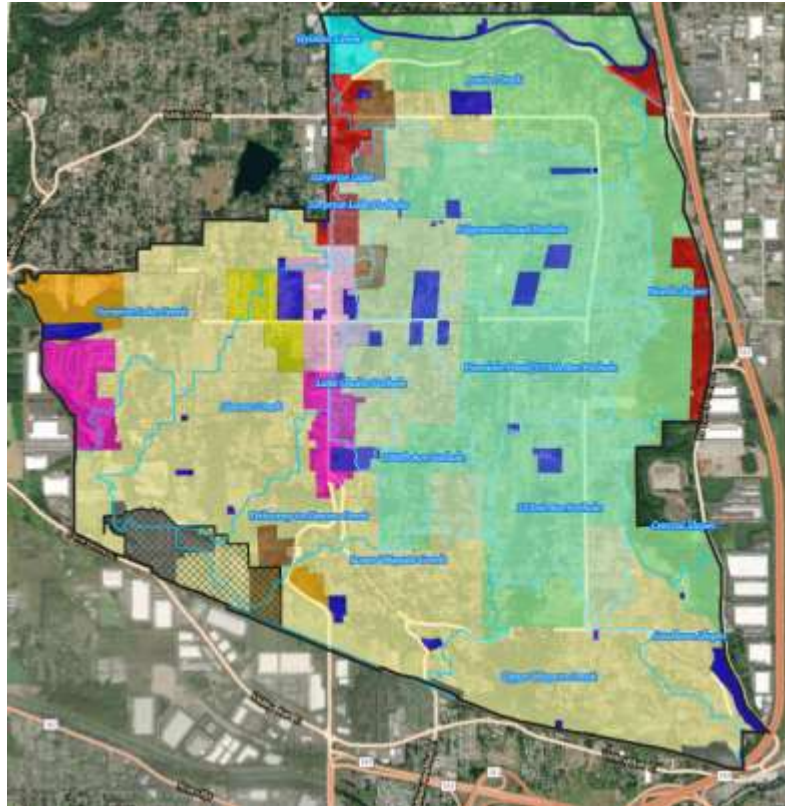
SW-1 – City Drainage Infrastructure Program / Spot Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: New drainage problems are identified annually through routine maintenance inspections and Citizen Action Requests (CAR's). The City Council annually budgets for small improvements to the public stormwater system, as several components of the City's drainage infrastructure are either undersized, failing, and/or incomplete. This program evaluates and installs culvert piping, catch basins, and ditch improvements, as well as other improvements associated with road projects. Work will generally include ditch lining, curbing, and catch basin and/or storm pipe installation / replacement.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This project will help alleviate localized flooding of private and public properties by making improvements to public storm drainage systems where a small project (*i.e. less than \$35,000 per project*) can be cost-effective in resolving the problem.

Total 6-Year Project Budget: \$600,000

Funding Source:

- Surface Water Fees

Critical Milestones:

- Various projects will be identified, evaluated, prioritized, designed and constructed each year.

SW-1							
City Drainage Infrastructure Program / Spot Improvements							
Total Project Budget:		\$600,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan	-	-	-	-	-	-	-
Planning/Design	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$90,000
Construction	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$510,000
Total Expenditures	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Revenue Sources:							
Grant Revenue (Ecology)							
REET 1 (Gen. Fund Capital)							
Surface Water Fees	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
Total Revenues	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-2 – Mortenson Farm Regional Stormwater Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: In 2003, the City purchased the old twelve-acre Mortenson farm with Surface Water Funds as a site for future stormwater quality enhancements and possible park use. Improvements are planned to enhance the water quality of Surprise Lake Creek before it leaves the City of Edgewood, thereby improving the health of the Hylebos Creek watershed. Restoration of the stream channel will create salmon rearing and spawning habitat, which is now more accessible to fish thanks to the City of Fife's improvements along Freeman Road. Efforts to decrease base flows leaving the site are planned by expanding and enhancing wetland areas on the site. This restoration may be complemented by a passive trail or boardwalk in the future, if funds and regulations allow.

The City has coordinated with the Washington State Department of Transportation (WSDOT) regarding the use of the property as a wetland impact mitigation site for the construction of the SR 167 Gateway Project (*construction underway*). An Interlocal Agreement was executed in September 2021 formalizing terms, property transfer was authorized in October 2021, and we do not expect the property to be returned to the City until at least 2035. **The City's remaining contribution to the WSDOT project of \$324,000 as cash payment was authorized in 2023.**

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.IV:** Design and locate capital facilities with features and characteristics that support the environment, energy-efficiency, aesthetics, technological innovation, cost-effectiveness and sustainability.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Enhancing the natural environment will reduce uncontrolled stormwater runoff and help protect sensitive salmon bearing streams and wetlands.

Total 6-Year Project Budget: N/A

Funding Sources:

- Property Value (In-Kind)
- Surface Water Utility Fund

Critical Milestones:

- 2035 (est): Property transfer from WSDOT to City

**NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT
WAITING ON WSDOT SR-167 GATEWAY PROJECT COMPLETION
AND RETURN OF PROPERTY TO THE CITY FOR FUTURE USE**

SW-3 – Jovita Creek Regional Improvement Feasibility Study

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: As identified in the 1997 Surface Water Management Plan, this project includes preparation of an Engineering Feasibility Study for the design and construction of a regional retention/detention pond to reduce peak flow rates within the Jovita Creek basin. Other elements to be considered in the study include slope stability measures (i.e. piped slope drains) and property / easement acquisition.

The study will address known basin-wide flow control and water quality issues (i.e., TMDL for Fecal Coliform), identify possible location(s) for development of a regional facility, costs of property acquisition and development, and the environmental impacts associated with its construction.

Implementation of a regional facility will require the cooperation of multiple local agencies, including the City of Pacific and King County. Piped slope drains can be implemented completely within the City of Edgewood. **Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to at least 2029.**

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Enhancing the natural environment will reduce uncontrolled stormwater runoff.

Total 6-Year Project Budget: \$580,000

Funding Sources:

- Grant Revenue (*to be determined*)
- Inter-Agency Participation

Critical Milestones:

- 2029+ – Planning/Design
- 2029+ – Construction

SW-3							
Jovita Creek Regional Improvement Feasibility Study							
Total Project Budget:		\$580,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029+	
Project Expenditures:							
Masterplan						\$430,000	\$430,000
Planning/Design						\$150,000	\$150,000
Construction							
Total Expenditures	\$0	\$0	\$0	\$0	\$0	\$580,000	\$580,000
Revenue Sources:							
Grant Revenue (TBD)						\$470,000	\$470,000
City of Pacific							
King County						\$110,000	\$110,000
Surface Water Fees							
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$580,000	\$580,000
General Fund Impacts:	-	-	-	-	-	-	-

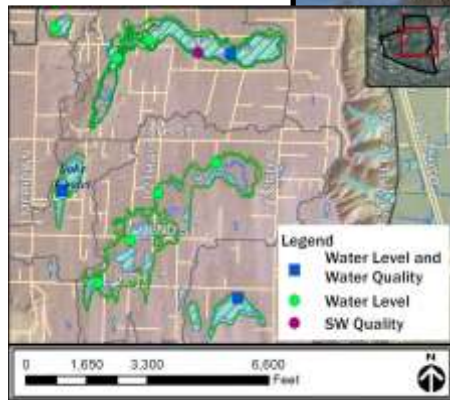
SW-4 – Edgewood Pothole Pilot Project Feasibility Assessment (Water Quality / Treatment)

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: The City of Edgewood has six closed depression basins that retain stormwater runoff and frequently flood during winter months. Before removing excess flood waters, additional data is needed to determine the water quality treatment needs in each pothole.

This feasibility assessment will evaluate: 1) whether an advanced stormwater treatment facility can adequately treat stormwater in these pothole basins, and 2) the volume of water that can be adequately treated. First, water elevation and water quality data will be collected to evaluate conditions at the candidate site, Walker Pond at 16th Street East and 110th Avenue East. A conceptual design for an advanced bioretention treatment facility will then be developed based on collected monitoring and hydraulic modeling data. Throughout the project, public and advisory group meetings will be held to inform the public and stakeholders about project progress and findings.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **NA.V:** Minimize risks to people, property and the environment posed by geological and flood hazard areas.
- **LU.III:** Promote development that respects and preserves the natural environment.
- **U.III:** Work with regional partners to address regional utility issues.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: Understanding the water quality impacts from growth and development will help guide preservation of the natural environment.

Total 6-Year Project Budget: \$400,000

Funding Sources:

- Surface Water Fees

Critical Milestones:

- 2028 – Data Collection
- 2029+ – Design / Construction

Edgewood Pothole Pilot Project Feasibility Assessment

Total Project Budget: \$400,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan							
Planning/Design					\$150,000	\$0	\$150,000
Construction					\$0	\$250,000	\$250,000
Total Expenditures	\$0	\$0	\$0	\$0	\$150,000	\$250,000	\$400,000
Revenue Sources:							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Debt Financing							
Surface Water Fees					\$150,000	\$250,000	\$400,000
Total Revenues	\$0	\$0	\$0	\$0	\$150,000	\$250,000	\$400,000
General Fund Impacts:	-	-	-	-	-	-	-

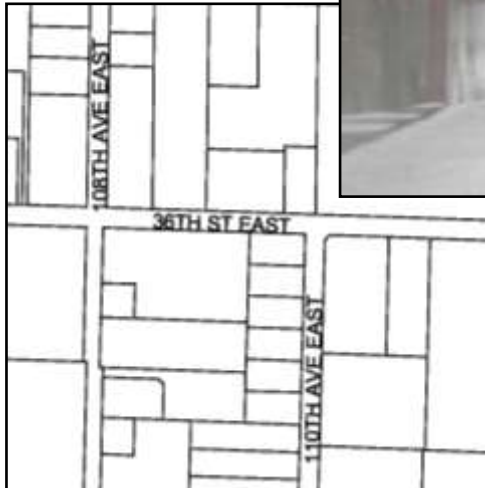
SW-5 – 108th Avenue East / 36th Street East Road Flooding

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project is located at 108th Ave. E. / 36th St. E. intersection approximately 500 feet in all directions. During heavy rains, this area is prone to flooding where the entire roadway ends up being underwater. Roadway intersection and adjoining streets routinely flood during wet winters resulting in the closure of the roadways for long periods of time. An engineering feasibility study is needed to assess alternatives for raising the intersection and adjoining streets to prevent roadway flooding.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Improvements to this area are necessary to prevent prolonged closure of the roadway during wet winter months. This project will also help to prevent localized flooding.

Total 6-Year Project Budget: \$1,150,000

Funding Sources:

- PC Flood Control Opportunity Grant
- Surface Water Fees

Critical Milestones:

- 2027 – Planning/Design
- 2028 – Construction

SW-5 108th Ave E / 36th St E Flooding							
Total Project Budget:		\$1,150,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Planning/Design				\$150,000			\$150,000
Construction					\$1,000,000		\$1,000,000
Total Expenditures	\$0	\$0	\$0	\$150,000	\$1,000,000	\$0	\$1,150,000
Revenue Sources:							
PCFCZD Opp Fund (Grant)				\$75,000			\$75,000
Surface Water Fees				\$75,000	\$1,000,000		\$1,075,000
Total Revenues	\$0	\$0	\$0	\$150,000	\$1,000,000	\$0	\$1,150,000
General Fund Impacts:	-	-	-	-	-	-	\$0

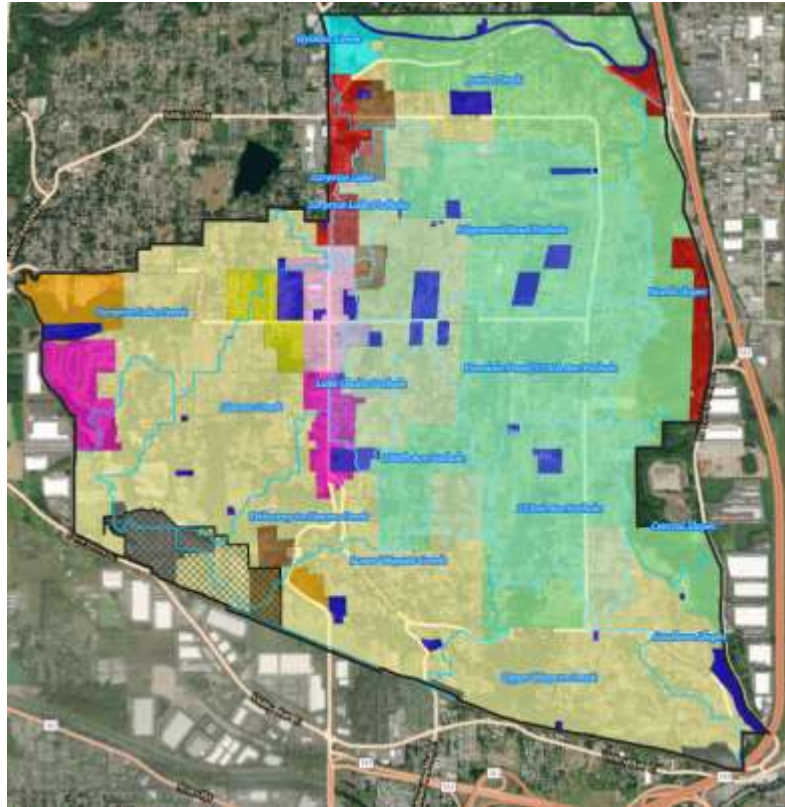
SW-6 – Surface Water Management Plan Update (including Stormwater Comprehensive Plan Update)

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: Regular updates to the City's Surface Water Management Plan are required to address multiple NPDES Phase II permit conditions and deadlines. The City's current plan was updated and adopted in 2018, reflecting recent changes in local, state and federal requirements for stormwater management. A component of this update considers basin-level planning and targeted development standards to determine how to best address pothole flooding issues throughout the City. Also, the current NPDES permit requires annual updates to the SWMP and reporting to DOE and the citizens.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **U.I:** Ensure the location and design of utility facilities meets the community's needs.
- **U.III:** Work with regional partners to address regional utility issues.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: An updated city-wide plan is needed to ensure adequate service for existing and future development.

Total 6-Year Project Budget: \$150,000

Funding Sources:

- Dept. of Ecology Capacity Grant
- Surface Water Fees

Critical Milestones:

- *Last Comprehensive Surface Water Management Plan Update: 2018*
- Initial Basin-Level Planning – 2021/2022
- **Annual Updates/Reporting Ongoing**

SW-6							
Surface Water Management Plan Update <i>(Including Stormwater Comprehensive Plan Update)</i>							
Total Project Budget:		\$150,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Master Plan	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
Planning/Design							
Construction							
Total Expenditures	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
Revenue Sources:							
DOE Capacity Grant	\$15,000	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$115,000
Surface Water Fees	\$10,000	\$25,000					\$35,000
Total Revenues	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
General Fund Impacts:	-	-	-	-	-	-	-

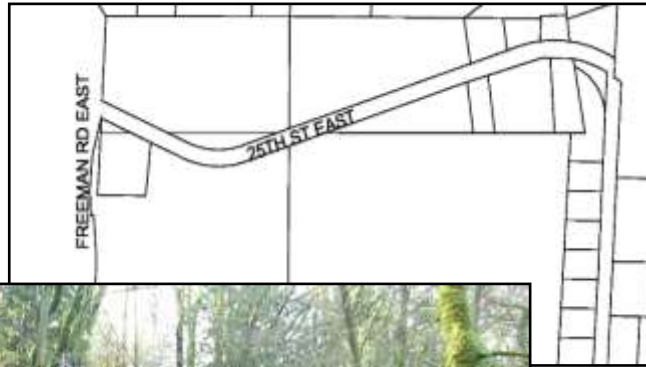
SW-7 – 25th Street East Drainage Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project is located along the abandoned segment of 25th Street East between the recently installed cul-de-sac and Westridge Parkway. Work being considered includes construction of a thickened edge curb, catch basins, and piped road crossings to control drainage along the north side / slope. Work will also include restoration of the ditch along the south side, and possible relocation / consolidation of outfalls along the north side with slope drains piped to the bottom of the hill. This work is recommended in order to stabilize and repair slide damage to prevent slides along roadway, shoulder erosion and roadway flooding.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: This project will reduce downhill erosion and sliding of embankments. However, this section of roadway was closed in 2015, when Westridge Parkway was opened connecting 86th Avenue East to Freeman Road in Fife.

Total 6-Year Project Budget: \$235,000

Funding Source:

- Surface Water Fees

Anticipated Milestones:

- 2027 — Design
- 2028 — Construction

SW-7 25th St. E. Drainage Improvements							
Total Project Budget:		\$235,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Planning/Design				\$35,000			\$35,000
Construction					\$200,000		\$200,000
Total Expenditures	\$0	\$0	\$0	\$35,000	\$200,000	\$0	\$235,000
Revenue Sources:							
PCFCZD Opp Fund							\$0
Surface Water Fees				\$35,000	\$200,000		\$235,000
Total Revenues	\$0	\$0	\$0	\$35,000	\$200,000	\$0	\$235,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-8 – Lake Chalet Pothole Flood Reduction Project

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: While historically Lake Chalet has discharged to Simon's Creek, development over the last several decades has apparently blocked that pathway and Lake Chalet has become a closed depression pothole. As a result, seasonal rainfall events lead to flooding of public streets and private property adjacent to Lake Chalet, including flooding of 29th Street E.

Three options were considered: 1) pumped discharge, 2) gravity overflow, and 3) horizontal directional drilling / siphon. In 2020, the City acquired property in the vicinity of Lake Chalet to help facilitate this project. Due to a nearby development proposal and coordination opportunity, the City is now in the process of designing a gravity overflow system, which would collect and convey water from the corner of 29th St E and 103rd Ave Ct E to Meridian Ave E, then north to the existing stormwater facility's discharge that flows to Simons Creek.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.V:** Minimize risks to people, property and the environment posed by geological and flood hazard areas.
- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Protecting adjacent property from flooding will lower impacts to associated septic systems, thereby enhancing water quality in the existing natural environment.

Total 6-Year Project Budget: \$450,000

Funding Sources:

- PC Flood Control Opportunity Grant
- Surface Water Utility Fees

Critical Milestones:

- 2021/2022 – Data Collection
- 2023/2024 – Design/Construction

SW-8							
Lake Chalet Pothole Flood Reduction Project							
Total Project Budget:		\$450,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan							\$50,000
Planning/Design	\$50,000						\$50,000
Construction	\$400,000						\$400,000
Total Expenditures	\$450,000	\$0	\$0	\$0	\$0	\$0	\$450,000
Revenue Sources:							
PCFCZD Opp Fund (Grant)	\$162,200						\$162,200
Surface Water Fees	\$287,800						\$287,800
Total Revenues	\$450,000	\$0	\$0	\$0	\$0	\$0	\$450,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-9 – 24th Street East / 112th Avenue East Intersection Seasonal Ponding

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: Due to lack of existing piped conveyance, surface water collects at the northeast corner of 24th Street East and 112th Avenue East during wet weather periods, creating a safety hazard for vehicles and pedestrians. Both 24th and 112th are classified as arterial roadways, being primary routes for traffic through the City. To the west of this intersection, the existing ditch on the north side of 24th is very deep and the shoulder experiences erosion that threatens the road prism.

This project will provide a new piped conveyance for surface water flows along the north side of 24th Street East between 111th Avenue East and 112th Avenue East, eliminating the seasonal ponding and filling the deep ditch described earlier. By eliminating the ditch, this work helps prepare for future pedestrian improvements along the north side of 24th between 110th and 112th.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to 2027.

Applicable Comprehensive Plan Goals –

- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **U.I:** Ensure the location and design of utility facilities meets the community's needs.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Completing this segment of the collection and conveyance system will prevent water from ponding on the road surface and adjacent private property during the wet season.

Total 6-Year Project Budget: \$170,000

Funding Sources:

- Surface Water Fees

Critical Milestones:

- 2018/2019 - Design
- 2027 - Construction

SW-9 24th / 112th Seasonal Ponding							
Total Project Budget:		\$170,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan							\$0
Planning/Design							\$170,000
Construction				\$170,000			\$170,000
Total Expenditures	\$0	\$0	\$0	\$170,000	\$0	\$0	\$170,000
Revenue Sources:							
Grant Revenue (DOE)							\$170,000
Surface Water Fees				\$170,000			\$170,000
Total Revenues	\$0	\$0	\$0	\$170,000	\$0	\$0	\$170,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-10 – 108th Avenue East (8th Street East to 16th Street East) Neighborhood Flooding

Fund:

Surface Water Fund

Project Category:

Surface Water

Project Description: A sub-basin of the Edgewood Bowl closed-depression pothole, this area experiences seasonal flooding on several private properties due in part to surface water flows leaving 108th Avenue East. The City asked their consultant, Gray & Osborne, to prepare a Hydrologic Surface Water Report in January 2017, analyzing the neighborhood and its surface water characteristics.

This project will take the conclusions in this report and perform the next steps needed to design and construct an appropriate conveyance improvement. The budget estimate considers costs for acquisition of easement(s) and coordination with other planning efforts in the Edgewood Bowl closed depression pothole.



Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **U.I:** Ensure the location and design of utility facilities meets the community's needs.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Reduces the impact of uncontrolled stormwater runoff on private properties and associated septic systems.

Total 6-Year Project Budget: \$400,000

Funding Sources:

- Surface Water Fees

Critical Milestones:

- 2029 – Design
- 2029+ – Easement Acquisition
- 2029+ – Construction

SW-10 108th Ave E - 8th to 16th Flooding							
Total Project Budget:		\$400,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029+	
Project Expenditures:							
Masterplan							
Planning/Design						\$50,000	\$50,000
Construction						\$350,000	\$350,000
Total Expenditures	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Revenue Sources:							
Grant Revenue (DOE)							
Grant Revenue (TBD)							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Surface Water Fees						\$400,000	\$400,000
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-11 – Jovita Boulevard Rehabilitation

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project is located on Jovita Boulevard from 114th Avenue East to West Valley Highway (approximately 5,400 lf.).

The project considers the reconstruction of the existing roadway, redefining of roadway alignment and superelevation in spots, additional slope protection (guardrails), stream protection, installation of additional seismic wall(s) to deter landslides, new storm drainage conveyance installation, and re-establishment of the roadway prism and shoulders. Since two seismic walls and associated drainage were constructed during the winter of 2016 / 2017, this project's priority has been lowered, but recent efforts to prioritize and fund the Interurban Trail may support this project. **Therefore, funding for this project has been removed from the six-year CIP pending design of the Interurban Trail project.**

Applicable Comprehensive Plan Goals –

- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This project is necessary to assess remaining problems and identify a solution to this stabilization problem.

Total 6-Year Project Budget: TBD

Funding Sources:

- Surface Water Fees
- Grant Revenues (*to be determined*)

Critical Milestones:

- TBD – Planning / Design
- TBD – Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT
WAITING ON DESIGN OF INTERURBAN TRAIL PROJECT

SW-12 – Flood Reduction Plan for Closed Depression Basins

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: More information is needed to evaluate and select the best solution to flooding problems within Edgewood’s closed depression pothole basins, and the Edgewood Bowl is the largest of these (pictured above). Individual characteristics that need to be understood before developing a viable flood control plan include base flood elevation (high water surface), available storage volume, the existing stormwater conveyance network, and overall basin characteristics.

Monitoring data and findings from the feasibility assessment for the Edgewood Bowl pothole will be used to develop a continuous hydrologic and hydraulic model of the existing conditions, then used to develop and evaluate different solution alternatives. An initial report will be developed describing the pothole characteristics, modeling results and the alternatives. At least one meeting will be held with the public to discuss results, alternatives considered and recommendations. The solutions will be compared, and the best alternative will be selected. The models will also be used as the basis for a flood study to update FEMA maps of the potholes and potentially result in a letter of map revision (LOMR) for each pothole.

Pursuant to the City’s project prioritization scoring system, funding for this project has been delayed to 2027, focusing on the Edgewood Bowl first, then Pinedale Pond.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **U.I:** Ensure the location and design of utility facilities meets the community’s needs.
- **U.III:** Work with regional partners to address regional utility issues.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Flooding conditions continue to worsen as development occurs in the City’s closed depression basins without a viable solution.

Total 6-Year Project Budget: \$340,000

Funding Sources:

- Surface Water Fees

Critical Milestones:

- 2027/2028 – Planning / Design

SW-12

Flood Reduction Plans for Closed Depression Basins

Total Project Budget: \$340,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan							
Planning/Design				\$170,000	\$170,000		\$340,000
Construction							
Total Expenditures	\$0	\$0	\$0	\$170,000	\$170,000	\$0	\$340,000
Revenue Sources:							
Grant Revenue (DOE)							
Grant Revenue (TBD)							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Surface Water Fees				\$170,000	\$170,000		\$340,000
Total Revenues	\$0	\$0	\$0	\$170,000	\$170,000	\$0	\$340,000
General Fund Impacts:	-	-	-	-	-	-	-

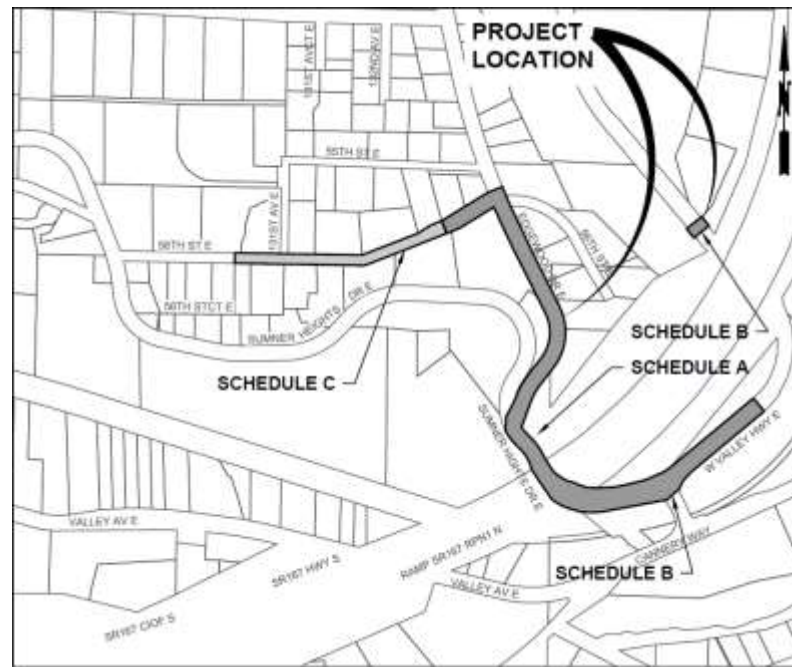
SW-13 – 56th St E / Edgewood Drive Drainage Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: Failing infrastructure was identified through Citizen Action Requests and inspection in late 2018 / early 2019. During staff's investigation of the issues, the need for significant improvements became apparent from the affected neighborhood on 56th St E, down Edgewood Drive and Sumner Heights Drive, downstream into the City of Sumner. Due to the scope of improvements needed, this project has been elevated from the Spot Improvement Program to the Capital Improvement Program.

This project will install necessary surface water conveyance improvements along the entire length of road described above, converting an existing ditch line along Edgewood Drive into a culvert, improving traffic safety with widened travel lanes and new curbing, and increasing the conveyance capacity of the culvert and ditch system along Sumner Heights Drive to its destination at West Valley Highway in the City of Sumner. The conveyance along West Valley Highway will also be improved, including replacement of an existing culvert at the end of its service life with an outfall into WSDOT right-of-way.

Applicable Comprehensive Plan Goals –

- **NA.II:** Protect and enhance water quality.
- **LU.IV:** Promote the quality, character and function of residential neighborhoods.
- **U.II:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Surface water inundation and trespass from seasonally significant storm events will continue to impact adjacent residences and roadways without this project.

Total 6-Year Project Budget: \$800,000

Remaining Funding Source:

- Surface Water Utility Fees

Critical Milestones:

- 2019/2020 – Full Project Design
- 2021 – Intersection Construction
(Sumner Heights Dr / Edgewood Dr)
- 2023/2024 – Edgewood Dr (South of 56th)
- 2025 – Remainder of Project

SW-13

56th St E / Edgewood Dr E Drainage Improvements**Total Project Budget:** \$800,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan							
Planning/Design		\$50,000					\$50,000
Construction	\$200,000	\$550,000					\$750,000
Total Expenditures	\$200,000	\$600,000	\$0	\$0	\$0	\$0	\$800,000
Revenue Sources:							
REET 1 (Gen. Fund Capital)	\$ -	\$ -					\$0
REET 2 (Pub. Works Capital)	\$ -	\$ -					\$0
Surface Water Fees	\$ 200,000	\$ 600,000					\$800,000
Total Revenues	\$200,000	\$600,000	\$0	\$0	\$0	\$0	\$800,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-14 – Monta Vista Drive E Drainage Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: This project has been on the City's Spot Improvement Program for many years, but significant stormwater flows and velocities have caused more frequent maintenance issues in recent years. Due to the scope of improvements needed, this project has been elevated from the Spot Improvement Program to the Capital Improvement Program.

This project will install necessary surface water conveyance improvements along the stretch of Monta Vista between 51st St E and 53rd St Ct E, converting the existing ditch line into a culvert, replacing damaged and failing culverts with a new system meeting present-day design and construction standards, and improving traffic safety with widened travel lanes and new curbing.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to 2027.

Applicable Comprehensive Plan Goals –

- **NA.II:** Protect and enhance water quality.
- **LU.IV:** Promote the quality, character and function of residential neighborhoods.
- **U.II:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Surface water inundation and trespass as a result of increasing seasonally significant storm event frequency will continue to impact adjacent residences and roadways without this project.

Total 6-Year Project Budget: \$350,000

Funding Source:

- Surface Water Utility Fees

Critical Milestones:

- 2021-2023 – Design
- 2027 – Construction

SW-14

Monta Vista Dr E Drainage Improvements

Total Project Budget: \$350,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan							\$0
Planning/Design							
Construction				\$350,000			\$350,000
Total Expenditures	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
Revenue Sources:							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Surface Water Fees				\$350,000			\$350,000
Total Revenues	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
General Fund Impacts:	-	-	-	-	-	-	-

SW-15 – 48th St E / 127th Ave E Drainage Improvements

Fund:

Surface Water Fund

Project Category:

Surface Water

Project Description: Runoff along 48th St E collects in an existing ditch on the north side of the road, flows east toward 127th Ave E, then north toward Caldwell Rd E. The ditch is very shallow at the corner of 48th and 127th, with seasonal flows threatening to cross the road and impact adjacent driveways and homes. Due to the scope of improvements needed, this project has been elevated to the Capital Improvement Program.



This project will install necessary surface water conveyance improvements along 48th St E and 127th Ave E, converting some existing ditch to culvert pipes, meeting present-day design and construction standards, and providing some traffic safety benefit with a widened travel lane and new curbing.

Applicable Comprehensive Plan Goals –

- **NA.II:** Protect and enhance water quality.
- **LU.IV:** Promote the quality, character and function of residential neighborhoods.
- **U.II:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Surface water inundation and trespass as a result of increasing seasonally significant storm event frequency will continue to impact adjacent residences without this project.

Total 6-Year Project Budget: \$550,000

Funding Source:

- Surface Water Utility Fees

Critical Milestones:

- 2027 – Design
- 2027 – Construction

SW-15

48th St E / 127th Ave E Drainage Improvements

Total Project Budget: \$550,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan							
Planning/Design				\$50,000			\$50,000
Construction				\$500,000			\$500,000
Total Expenditures	\$0	\$0	\$0	\$550,000	\$0	\$0	\$550,000
Revenue Sources:							
Grant Revenue (DOE)							
Grant Revenue (TBD)							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Surface Water Fees				\$550,000			\$550,000
Total Revenues	\$0	\$0	\$0	\$550,000	\$0	\$0	\$550,000
General Fund Impacts:	-	-	-	-	-	-	-

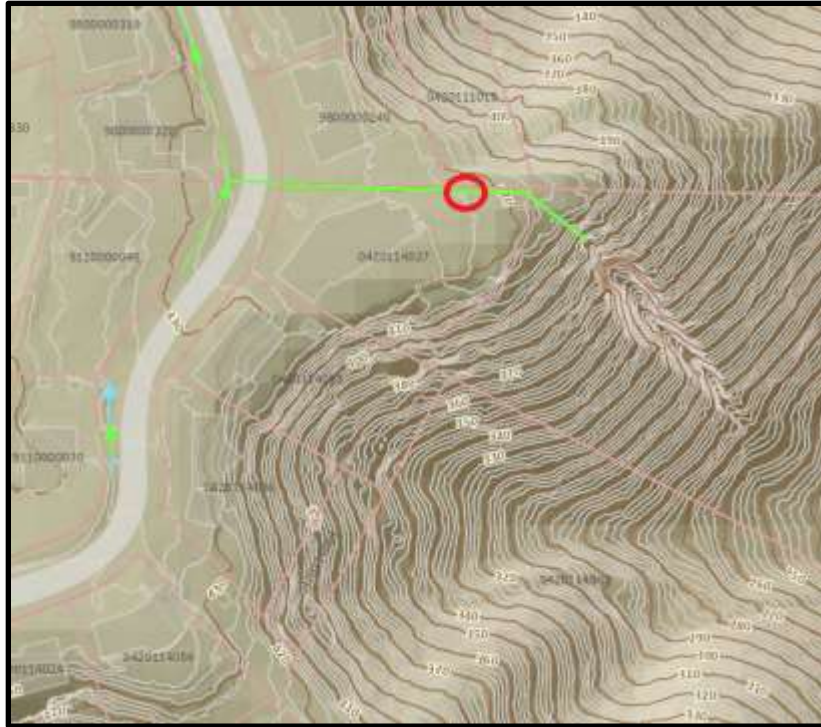
SW-16 – Top O' Valley Outfall - Replace Failed Pipe

Fund:

Surface Water Fund

Project Category:

Surface Water



Project Description: The City was recently made aware of a failed culvert pipe on private property at 2407 126th Ave Ct E that conveys surface water runoff from the public roadway to a drainage course flowing downhill to the east. Due to the scope of improvements needed, this project was added to the Capital Improvement Program in 2024.

This project will replace the failed culvert with a new piped system to improve long-term maintenance, meeting present-day design and construction standards.

Applicable Comprehensive Plan Goals –

- **NA.II:** Protect and enhance water quality.
- **U.I:** Ensure the location and design of utility facilities meets the community's needs.
- **U.II:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: The existing culvert has already failed, creating a sinkhole in the rear yard of an existing residence. Without this project, this sinkhole may increase in size and create a significant hazard for the property owner.

Total 6-Year Project Budget: \$200,000

Funding Source:

- Surface Water Fees

Critical Milestones:

- 2024 – Design / Construction

SW-16

Top O' Valley Outfall - Replace Failed Pipe

Total Project Budget: \$200,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan							
Planning/Design	\$25,000						\$25,000
Construction	\$175,000						\$175,000
Total Expenditures	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Revenue Sources:							
Grant Revenue (DOE)							
Grant Revenue (TBD)							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Surface Water Fees	\$200,000						\$200,000
Total Revenues	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
General Fund Impacts:	-	-	-	-	-	-	-

DRAFT

Transportation

T-1 – Citywide Road Preservation Program (TIP No. 6)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan Transportation Element Project A-2



Project Description: The City's Road Preservation Program is designed to maintain the City's road system to the highest condition rating with the funds available using asphalt overlays and surface chip seals, and this work is performed in conjunction with Pierce County's annual maintenance program. Edgewood's Public Works Department provides project administration, construction oversight, quality review and final acceptance.

Since 2014, the City has averaged approximately 4 road-miles of chip sealing each year. The Council has authorized transfers of the second 0.25% of Real Estate Excise Tax (REET2) to help fund this program since 2006.

Based on a reduction of REET2 receipts in 2023, the six-year forecast for this program has been scaled back to stay within projected revenue constraints.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This program is needed to maintain the road quality and extend the life span of the City's existing roadway network.

Total 6-Year Project Budget: \$1,610,000

Funding Source:

- Real Estate Excise Taxes

Critical Milestones:

- The program takes place annually during the summer construction period (June – Sept)

T-1

Citywide Road Preservation Program (TIP No. 6)

Total Project Budget: \$ 1,610,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design							
Construction	\$ 360,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,610,000
Total Expenditures	\$ 360,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,610,000
Revenue Sources:							
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REET 2 (Pub. Works Capital)	\$ 360,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,610,000
TIB Grant Revenue							
PSRC Grant Revenue							
Total Revenues	\$360,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,610,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-2 – Citywide Traffic Safety Program (TIP No. 9)

Fund:

General Fund

Project Category:

Transportation

**Comprehensive Plan
Transportation Element
Project A-3**

Project Description: This program is an annual review and safety assessment of existing facilities, evaluating the need to install miscellaneous signage, crosswalks, lighting and pavement markings. Other improvements may include: pedestrian landing pads and/or shelters for school bus stops, bus turnouts / pull-outs, improved traffic signage, flashing beacons, sidewalks, or improvements as needed to resolve other miscellaneous safety hazards that are identified.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.XI:** Protect the livability and safety of residential neighborhoods from the adverse impacts of the automobile.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Neighborhood traffic calming projects, safety projects and reconstruction of ADA deficiencies.

Total 6-Year Project Budget: \$300,000

Funding Source:

- School Zone Camera Fees

Critical Milestones:

- Annual allocation for utilizing funds for pedestrian improvement projects, as well as identified pedestrian safety issues that arise.

T-2

Citywide Traffic Safety Program (TIP No. 9)**Total Project Budget:** \$ 300,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design & Construction	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Total Expenditures	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Revenue Sources:							
Grant Revenue							
School Zone Camera Fees	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Total Revenues	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
General Fund Impacts:	-	-	-	-	-	-	-

T-3 – Meridian & 12th/13th Intersection Improvements (TIP No. 14)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project R-6



Project Description: The City's Transportation Concurrency Model identifies the intersection of Meridian and 13th St Ct E as deficient, having a Level of Service (LOS) of F. As described in the City's latest Annual Concurrency Report, this is a two-way stop controlled intersection that is "expected to experience excessive side street delay on the EB and WB legs for vehicles making left turns onto Meridian Avenue." To address this deficiency, this project was added to the Annual Transportation Improvement Plan (TIP) as Project No. 14. As discussed further in the report:

"Given the completion of the parallel road segment between 10th Street and 13th Street on the east side of Meridian, future intersection improvements at either 12th Street or 13th Street will allow vehicles to safely access Meridian Avenue from the east, negating the need for improvements at both intersections. Further study is needed to determine which intersection should be improved."

This project will complete said study, design the appropriate improvement(s), and fund the construction thereof. The budget included herein is preliminary, based on information available at this time.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.XII:** Develop transportation solutions that align with the state and multi-county policies that protect the environment.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: This project will address and correct the existing level of service deficiency, thereby allowing continued growth and development of nearby property consistent with the comprehensive plan vision and goals.

Total 6-Year Project Budget: \$2,400,000

Funding Sources:

- Real Estate Excise Taxes
- Traffic Impact Fees
- Grant Revenues (TBD)

Critical Milestones:

- 2027 – Design
- 2027/2028 – Construction

T-3

Meridian & 12th/13th Intersection Improvements (TIP No. 14)**Total Project Budget:** \$ 2,400,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design				\$ 250,000			\$ 250,000
Construction				\$ 750,000	\$ 1,400,000		\$ 2,150,000
Total Expenditures	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,400,000	\$ -	\$ 2,400,000
Revenue Sources:							
Grant Revenue (TBD)				\$ 200,000	\$ 360,000		\$ 560,000
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)				\$ 200,000	\$ 200,000		\$ 400,000
REET 2 (Pub. Works Capital)							\$ -
Traffic Impact Fees				\$ 600,000	\$ 840,000		\$ 1,440,000
Total Revenues	\$0	\$0	\$0	\$1,000,000	\$1,400,000	\$0	\$2,400,000
General Fund Impacts:	-	-	-	-	\$ -	-	\$ -

T-4 – Chrisella Road East Safety Improvements (TIP No. 5)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project R-10



Project Description: As described in the current Comprehensive Plan, this project will “improve pavement markings, signage, lighting, sight distance; improve intersection with 48th Avenue East and consider installation of traffic calming measures”. All-way stop control has already been established at the intersection with 48th Street East per Resolution 18-0405. The budget contained herein includes safety improvements between 36th St E and 48th St E through WSDOT HSIP grant funding, as well as future work needed for retaining wall and guardrail upgrades / repair between 48th Street East and the southerly city limits.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.XI:** Protect the livability and safety of residential neighborhoods from the adverse impacts of the automobile.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Chrisella is a well-established bypass for southbound SR-161 traffic. Steep topography and narrow sections of roadway limits driver sight distance. With no sidewalks, pedestrian capacity is very limited.

Total 6-Year Project Budget: \$8,320,000

Funding Sources:

- Traffic Impact Fees
- Grant Revenue
- Real Estate Excise Taxes

Critical Milestones:

- 2021-2024 – HSIP Grant Work
- 2029 – Planning/Design (south of 48th)
- 2029+ – Construction (south of 48th)

T-4

Chrisella Road East Safety Improvements (TIP No. 5)**Total Project Budget:** \$ 8,320,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design						\$ 450,000	\$ 450,000
Construction	\$ 1,900,000					\$ 5,970,000	\$ 7,870,000
Total Expenditures	\$ 1,900,000	\$ -	\$ -	\$ -	\$ -	\$ 6,420,000	\$ 8,320,000
Revenue Sources:							
Grant Revenue (WSDOT/PSRC)	\$ 1,900,000					\$ 3,500,000	\$ 5,400,000
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)						\$ 150,000	\$ 150,000
REET 2 (Pub. Works Capital)						\$ 150,000	\$ 150,000
Traffic Impact Fees						\$ 2,568,000	\$ 2,568,000
Total Revenues	\$1,900,000	\$0	\$0	\$0	\$0	\$6,368,000	\$8,268,000
General Fund Impacts:	-	-	-	-	-	\$ 52,000	\$ 52,000

T-5 – Edgewood Drive East Safety Improvements (TIP No. 4)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan Transportation Element Project R-4



Project Description:

As described in the current Comprehensive Plan, this project will include “roadway widening, curb, gutter, storm water system and pedestrian walkway.” This budget includes design and construction of said improvements for Edgewood Drive, from 48th St E to 56th St E. Repair of the intersection at the south end of Edgewood Drive was completed in 2019 (near the City of Sumner boundary), thanks in part to a TIB grant.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.XI:** Protect the livability and safety of residential neighborhoods from the adverse impacts of the automobile.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Edgewood Drive is a well-established bypass for southbound traffic coming out of King County. Steep topography and narrow sections of roadway limits driver sight distance. With no sidewalks, pedestrian capacity is very limited.

Total 6-Year Project Budget: \$10,535,000

Funding Source:

- Real Estate Excise Tax
- Traffic Impact Fees
- Grant Revenues (to be determined)

Critical Milestones:

- 2029 – Design
- 2029+ – Construction

T-5

Edgewood Drive Safety Improvements (TIP No. 4)**Total Project Budget:** \$ 10,535,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029+	
Project Expenditures:							
Design						\$ 535,000	\$ 535,000
Construction						\$ 10,000,000	\$ 10,000,000
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$10,535,000	\$10,535,000
Revenue Sources:							
Traffic Impact Fees						\$ 4,214,000	\$ 4,214,000
TIB Grant Revenue						\$ 2,000,000	\$ 2,000,000
Grant Revenue (WSDOT/PSRC)						\$ 3,500,000	\$ 3,500,000
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)						\$ 250,000	\$ 250,000
REET 2 (Pub. Works Capital)						\$ 250,000	\$ 250,000
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$10,214,000	\$10,214,000
General Fund Impacts:	-	-	-		-	\$ 321,000	\$ 321,000

T-6 – Transportation Engineering / Plan Support

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan Transportation Element Project A-1



Project Description: Annual program to maintain/update pavement management system, road standards and traffic model.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Due to limited in-house staffing, on-call transportation engineering services are needed.

Total 6-Year Project Budget: \$300,000

Funding Source:

- General Fund

Critical Milestones:

- Annual funding for necessary transportation analysis.

T-6

Transporation Engineering / Plan Support**Total Project Budget:** \$ 300,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Master Plan							
Design	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Right of Way							
Construction							
Total Expenditures	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Revenue Sources:							
TIB Grant Revenue							
Grant Revenue							
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Impacts:	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000

T-7 – Meridian Avenue East / 32nd Street East Intersection Improvements (TIP No. 1)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan Transportation Element

Project R-8



Project Description: As described in the current Comprehensive Plan, this project will install a signal and make ADA upgrades at the intersection. This intersection is the only one currently identified as failing in the City's concurrency model without signalization, operating at a Level of Service (LOS) of F due to westbound movement delays. There are several dozen residents to the west that must use this un-signalized intersection as their only means of access. Also, existing utility poles located on the corners make right-turn movements difficult from Meridian to 32nd in each direction.

An Intersection Evaluation was started in 2019, and the preliminary results indicate a two-lane roundabout may be required, having a significantly increased cost. Further review is underway (see *Project T-8*) and recommendations will be evaluated before any project is implemented.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **T.XI:** Protect the livability and safety of residential neighborhoods from the adverse impacts of the automobile.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Must coordinate with WSDOT on appropriate solution, particularly as this intersection is within ¼-mile of another signal.

Total 6-Year Project Budget: TBD

Funding Sources:

- Real Estate Excise Taxes (REET)
- Traffic Impact Fees
- Grant Revenue (TBD)

Critical Milestones:

- TBD

**NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT
PENDING COMPLETION OF PROJECT T-8**

T-8 – Meridian Avenue East Preliminary Design (TIP No. 2)

Fund:

General Fund

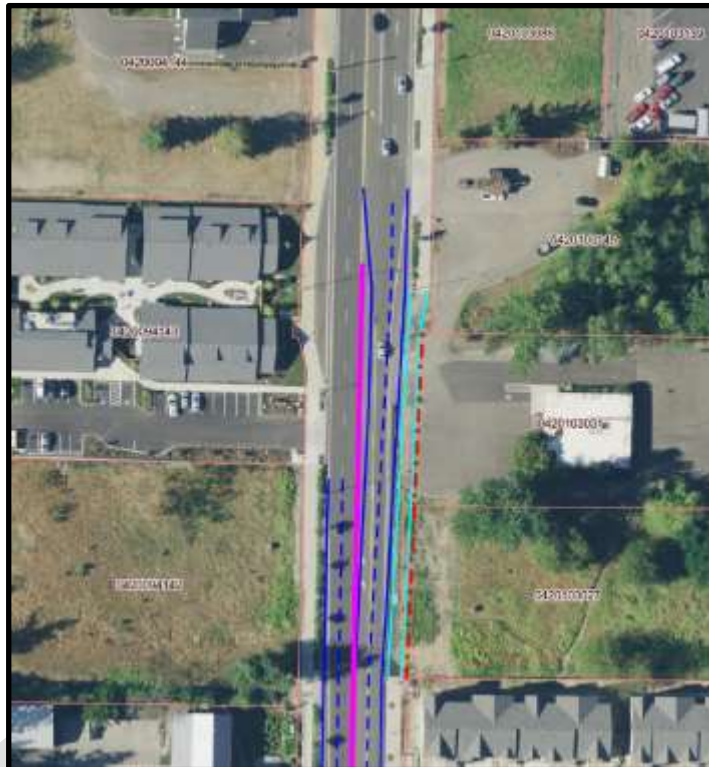
Project Category:

Transportation

Comprehensive Plan

Transportation Element

Project S-1



Project Description: As described in the current Comprehensive Plan, this project will be a “Complete corridor study and preliminary design of 3-lane cross-section and supporting intersection treatments” between 24th Street East and 36th Street East. However, the current regional transportation plan indicates WSDOT plans to extend the 5-lane cross-section from its current terminus at 24th to 36th, but funding for this work has been delayed by the legislature to the year 2035 and beyond.

An access management study was completed by the City in 2020, as there are additional safety concerns along the segment of Meridian Ave E south of 36th St E. The City is interested in closely coordinating efforts with WSDOT on improving this corridor without duplicating efforts or creating conflicts.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.

Service Impact: Evaluating AM-peak northbound capacity and PM-peak southbound capacity, coordinating with WSDOT on regional network impacts and local access needs.

Total 6-Year Project Budget: \$50,000

Funding Sources:

- Traffic Impact Fees
- Real Estate Excise Taxes

Critical Milestones:

- 2022 to 2024 – Design / Planning

T-8

Meridian Ave E. Preliminary Design (TIP No. 2)**Total Project Budget:** \$ 50,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design	\$ 50,000						\$ 50,000
Right of Way							
Construction							
Total Expenditures	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Revenue Sources:							
Grant Revenue (TBD)							
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)	\$ 10,000						\$ 10,000
REET 2 (Pub. Works Capital)							
Traffic Impact Fund	\$ 40,000						\$ 40,000
Total Revenues	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
General Fund Impacts:	-	-	-	-	-	-	-

T-9 – Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan Transportation Element Projects N-2, N-3, N-10



Project Description: This project attempts to address several of the projects listed in the current Comprehensive Plan, addressing various high priority pedestrian-oriented improvements. The City received grant funding in 2019 under this project from the Transportation Improvement Board (TIB) to complete gaps in the existing sidewalk network in the vicinity of 24th Street East and Meridian Avenue East, connecting developer projects with existing infrastructure along the Meridian Avenue East (SR-161) corridor.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.III:** Provide clear and identifiable systems of walkways, sidewalks and trails.
- **T.V:** Promote programs to encourage carpooling, transit and non-motorized transportation.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: Separate pedestrians from vehicular traffic in the busy town center corridor.

Total 6-Year Project Budget: \$450,000

Funding Sources:

- School Zone Camera Fees
- Traffic Impact Fees

Critical Milestones:

- Ongoing – Identify high-priority locations

T-9

Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)**Total Project Budget:** \$ 450,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
Right of Way							
Construction	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 360,000
Total Expenditures	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 450,000
Revenue Sources:							
TIB Grant Revenue							
WSDOT Grant Revenue							
School Zone Camera Fees	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 360,000
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)							
Traffic Impact Fund	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 90,000
Total Revenues	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$450,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-10 – Meridian Parallel Road Network Construction (TIP No. 11)

Fund:

General Fund

Project Category:

Transportation



Project Description: In an effort to encourage development of the overall Meridian Corridor, this project will annually review and identify critical segments of the Parallel Road Network for design and construction. This will help facilitate access and circulation along the corridor, in turn improving mobility and safety. At this time, the following priority segments have been identified:

- MCE-2: 104th Ave E (8th St E to 10th St E)
- MCE-7: 104th Ave E (16th St E to 18th St E)
- MCE-16: 106th Ave E (32nd St E to 36th St E)

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.II:** Develop a transportation system that enhances the delivery and transport of goods and services.
- **T.IV:** Support improved transit coverage and service throughout the region to improve mobility options for Edgewood.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: Improves the movement of people and freight through the Meridian corridor by providing managed access to adjacent property.

Total 6-Year Project Budget: \$7,970,000

Funding Sources:

- Traffic Impact Fees
- Real Estate Excise Taxes
- General Fund
- Grant Revenues (to be determined)

Critical Milestones:

- 2024 – Begin design/construction

T-10							
Meridian Parallel Road Network Constr. - Various Seg's (TIP No. 11)							
Total Project Budget:		\$ 7,970,000					
Focus on MCE-2 (\$2.55M), MCE-7 (\$1.67M), and MCE-16 (\$3.1M)...							
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029+	
Project Expenditures:							
Design	\$ 250,000					\$ 500,000	\$ 750,000
Right of Way							
Construction	\$ 40,000	\$ 1,310,000	\$ 900,000			\$ 4,970,000	\$ 7,220,000
Total Expenditures	\$ 290,000	\$ 1,310,000	\$ 900,000	\$ -	\$ -	\$ 5,470,000	\$ 7,970,000
Revenue Sources:							
TIB Grant Revenue		\$ 275,000	\$ 325,000			\$ 500,000	\$ 1,100,000
Grant Revenue (TBD)						\$ 750,000	\$ 750,000
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)			\$ 35,000			\$ 250,000	\$ 285,000
REET 2 (Pub. Works Capital)	\$ 116,000	\$ 249,000				\$ 250,000	\$ 615,000
Traffic Impact Fund	\$ 174,000	\$ 786,000	\$ 540,000	\$ -	\$ -	\$ 3,282,000	\$ 4,782,000
Total Revenues	\$ 290,000	\$ 1,310,000	\$ 900,000	\$ -	\$ -	\$ 5,032,000	\$ 7,532,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 438,000	\$ 438,000

T-11 – 108th Ave E (north of 32nd St E) - Rebuild Failing Roadway

Fund:

General Fund

Project Category:

Transportation



Applicable Comprehensive Plan Goals –

- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.XI:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Repairs existing roadway, addresses existing deficiencies, and brings roadway up to modern standards.

Total 6-Year Project Budget: \$250,000

Funding Sources:

- Real Estate Excise Taxes
- Surface Water Utility Fees

Critical Milestones:

- 2024 – Design / Analysis
- 2025 – Construction

Project Description: 108th Ave E north of 32nd St E is a dead-end public roadway in need of maintenance. There is only one known surface water facility on this block and it cannot keep up with intense rainfall events, causing localized flooding. In 2023 a failure of the roadway's subsurface was discovered and quickly filled, but that fix was only temporary. This project will gather information and prepare construction plans to repair and rehabilitate this roadway as needed to prevent any other unexpected failures.

T-11

108th Ave E (north of 32nd St E) - Rebuild Failing Roadway**Total Project Budget:** \$ 250,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design	\$ 50,000						\$ 50,000
Right of Way							
Construction		\$ 200,000					\$ 200,000
Total Expenditures	\$ 50,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Revenue Sources:							
TIB Grant Revenue							
Grant Revenue							
Surface Water Utility		\$ 50,000					\$ 50,000
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)	\$ 50,000	\$ 150,000					\$ 200,000
REET 2 (Pub. Works Capital)	\$ -	\$ -					\$ -
Traffic Impact Fund							\$ -
Total Revenues	\$ 50,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

T-12 – 36th Street East Walkway Extension (TIP No. 13)

Fund:

General Fund

Project Category:

Transportation



Project Description: Design and construct a separated pedestrian pathway along 36th Street East, connecting the existing walkway that terminates at 110th Ave E to the recently opened Edgewood Community Park at Meridian Ave E.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to at least 2029.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.

Service Impact: Provides a continuous separated pedestrian walkway through a short gap encumbered by critical areas.

Total 6-Year Project Budget: \$750,000

Funding Sources:

- Grant Revenues (TBD)
- Traffic Impact Fees
- Real Estate Excise Taxes
- School Zone Camera Fees

Critical Milestones:

- 2029 – Design
- 2029+ – Construction

T-12

36th Street East Walkway Extension (TIP No. 13)

Total Project Budget: \$ 750,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029+	
Project Expenditures:							
Design						\$ 85,000	\$ 85,000
Right of Way							
Construction						\$ 665,000	\$ 665,000
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000
Revenue Sources:							
TIB Grant Revenue						\$ 200,000	\$ 200,000
Grant Revenue (TBD)						\$ 250,000	\$ 250,000
School Zone Camera Fees						\$ 100,000	\$ 100,000
REET 1 (Gen. Fund Capital)						\$ -	\$ -
REET 2 (Pub. Works Capital)						\$ 50,000	\$ 50,000
Traffic Impact Fund						\$ 150,000	\$ 150,000
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000
General Fund Impacts:	-	-	-	-	-	-	-

T-13 – Caldwell & 129th Intersection Regrade

Fund:
General Fund

Project Category:
Transportation



Project Description: As shown in this picture taken in 2018, this intersection has a history of vehicles scraping due to a grade transition that exceeds modern design allowances. The City is no longer able to maintain the surface of 129th Ave E under the annual chip seal program as the contractor's equipment is unable to work on the surface. To resolve this issue, staff has developed a construction plan to repave the intersection and remove the non-compliant grade transition.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to 2026.

Applicable Comprehensive Plan Goals –

- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.XI:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Corrects a significant grade issue on an existing public roadway that causes vehicles to scrape the pavement surface regularly.

Total 6-Year Project Budget: \$150,000

Funding Sources:

- Real Estate Excise Taxes

Critical Milestones:

- 2023 – Design Completed
- 2026 – Construction

T-13

Caldwell & 129th Intersection Regrade

Total Project Budget: \$ 150,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design							\$ -
Right of Way							
Construction			\$ 150,000				\$ 150,000
Total Expenditures	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
Revenue Sources:							
TIB Grant Revenue							\$ -
Grant Revenue (TBD)							
School Zone Camera Fees							\$ -
REET 1 (Gen. Fund Capital)			\$ 150,000				\$ 150,000
REET 2 (Pub. Works Capital)							\$ -
Traffic Impact Fund							\$ -
Total Revenues	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
General Fund Impacts:	-	-	-	-	-	-	-

T-14 – 48th Street East Preservation Project

Fund:

General Fund

Project Category:

Transportation

Comprehensive Plan Transportation Element Project A-2



Project Description: One of the few remaining concrete panel surface roadways in Edgewood, 48th St E between 122nd Ave E and Edgewood Drive is in need of replacement. The existing surface is about 100 years old and too narrow for modern vehicles. The City was awarded a federal grant to resurface this roadway, with construction funds being available in 2025. Staff is working to develop an appropriate design, aiming to meet the 2025 construction deadline.

Applicable Comprehensive Plan Goals –

- **T.I:** Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.
- **T.VIII:** Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.
- **T.IX:** Assign a high priority to meeting the maintenance needs of the transportation system so that it is safe and functional.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: This project is needed to improve this road's quality and renew its design life span.

Total 6-Year Project Budget: \$809,000

Funding Sources:

- PSRC Grant Revenues (FHWA)
- Real Estate Excise Taxes

Critical Milestones:

- 2024 – Design
- 2025 – Construction

T-14

48th St E Preservation Project**Total Project Budget:** \$ 809,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design	\$ 55,000						\$ 55,000
Construction		\$ 754,000					\$ 754,000
Total Expenditures	\$ 55,000	\$ 754,000	\$ -	\$ -	\$ -	\$ -	\$ 809,000
Revenue Sources:							
School Zone Camera Fees							
REET 1 (Gen. Fund Capital)	\$ -	\$ 50,000					\$ 50,000
REET 2 (Pub. Works Capital)	\$ 55,000	\$ 104,000					\$ 159,000
TIB Grant Revenue							
PSRC Grant Revenue		\$ 600,000					\$ 600,000
Total Revenues	\$55,000	\$754,000	\$0	\$0	\$0	\$0	\$809,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DRAFT

Parks

P-1 – Interurban Trail Phase III Design and Construction

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and Open Space Plan

Project P-1



Project Description: Phase III involves the development of the Interurban Trail east of 114th Avenue East to West Valley Highway, in coordination with Transportation Project T-3 (feasibility assessment). This Phase of the Trail has several environmental and geotechnical challenges, the more challenging of which include steep slopes, Jovita Creek, and the need for at least one bridge. An alternate alignment along Jovita Boulevard is being considered, aligning with recent work in the City of Pacific along Stewart Road under SR 167. **Recent efforts have resulted in nearly \$6 Million being granted by outside agencies and non-profit organizations for this project.**



Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **CC.IV:** Protect and enhance Edgewood's cultural, scenic, historical and natural attributes.
- **T.III:** Provide clear and identifiable systems of walkways, sidewalks and trails.
- **T.V:** Promote programs to encourage carpooling, transit and non-motorized transportation.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **PR.VI:** Build an interconnected system of multi-purpose, non-motorized paths and trails throughout the City that provides access to community facilities and regional transportation networks.

Service Impact: This project is needed to progress toward the level-of-service identified in the Comprehensive Plan.

Total 6-Year Project Budget: \$8,000,000

Funding Sources:

- Park Impact Fees
- Transportation Impact Fees
- Grant Revenues (*Federal & State*)

Critical Milestones:

- 2023 — ROW Survey & Certification
- 2023 to 2025 — Design Phase
- 2025+ — Construction Phase

Interurban Trail Phase III Design / Construction (TIP No. 7)

Total Project Budget: \$8,000,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design	\$ 500,000	\$ 250,000					\$ 750,000
Construction		\$ 1,250,000	\$ 4,000,000	\$ 2,000,000			\$ 7,250,000
Total Expenditures	\$ 500,000	\$ 1,500,000	\$ 4,000,000	\$ 2,000,000	\$ -	\$ -	\$ 8,000,000
Revenue Sources:							
Grant Revenues	\$ 402,400	\$ 1,083,300	\$ 2,822,800	\$ 1,411,400			\$ 5,719,900
Capital Parks Reserves							
Traffic Impact Fee	\$ 48,800	\$ 208,350	\$ 588,600	\$ 294,300			\$ 1,140,050
Park Impact Fee	\$ 48,800	\$ 208,350	\$ 588,600	\$ 294,300			\$ 1,140,050
Total Revenues	\$500,000	\$1,500,000	\$4,000,000	\$2,000,000	\$0	\$0	\$8,000,000
General Fund Impacts:	-	-	-	-	-	-	-

P-2 – Miscellaneous Park Improvements

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and**Open Space Plan****Project P-9**

Project Description: Miscellaneous improvements and repairs will be made to existing parks, including parking areas, restrooms and shelters.

Applicable Comprehensive Plan Goals –

- **CC.IV:** Protect and enhance Edgewood's cultural, scenic, historical and natural attributes.
- **PR.I:** Provide efficient and effective management of parks resources.
- **PR.III:** Develop a parks, recreation and open space system that builds on existing strengths and serves all residents of the community.
- **PR.IV:** Ensure park lands and facilities that are actively used by community members are safe and accessible.
- **PR.V:** Protect and manage natural areas for the enjoyment of current and future generations.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Improvements and repairs are necessary to maintain ongoing usability of existing parks.

Total 6-Year Project Budget: \$150,000

Funding Sources:

- General Fund
- Non-Profit Donations

Critical Milestones:

- Annually – Park Needs Evaluated at the Start of Each Year.

Miscellaneous Park Improvements**Total Project Budget:** \$150,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Masterplan							
Design							
Construction	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
Total Expenditures	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000
Revenue Sources:							
RCO Grant Revenue							
Grant Revenue							
Capital Parks Reserves							
Park Impact Fee							
REET1							
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Impacts:	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 150,000

P-3 – Edgewood Multi-Modal Trail Loop (8th Street East / 122nd Avenue East / 24th Street East)

Fund:

General Fund

Project Category:

Parks and Facilities

Parks, Recreation and

Open Space Plan

Project P-4



Project Description: This project will construct a safe route for pedestrians and bicyclists from Meridian Ave E (SR-161) at 8th St E, along 8th St E to 122nd Ave E, then south to 24th St E, then west back to Meridian Ave E. **In the fall of 2022, a section of 24th St E was re-stripped from 110th Ave E to 122nd Ave E, providing a designated non-motorized use shoulder.**

Applicable Comprehensive Plan Goals –

- **CC.IV:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **T.III:** Provide clear and identifiable systems of walkways, sidewalks and trails.
- **T.V:** Promote programs to encourage carpooling, transit and non-motorized transportation.
- **T.VII:** Minimize transportation conflicts to ensure safety.
- **PR.VI:** Build an interconnected system of multi-purpose, non-motorized paths and trails throughout the City that provides access to community facilities and regional transportation networks.

Service Impact: Trails have been identified as a needed City resource in order to meet the goals identified within the adopted Comprehensive Plan.

Total 6-Year Project Budget: \$1,860,000

Funding Sources:

- School Zone Camera Fees
- Traffic & Park Impact Fees
- Grant Revenues (*to be determined*)

Critical Milestones:

- 2024 – Design
- 2025+ – Land/Right of Way Acquisition and Construction

Edgewood Multi-Modal Trail Loop (8th, 122nd, 24th)**Total Project Budget:** \$1,860,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Master Plan							
Design	\$ 160,000						\$ 160,000
Construction		\$ 700,000	\$ 500,000	\$ 500,000			\$ 1,700,000
Total Expenditures	\$ 160,000	\$ 700,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 1,860,000
Revenue Sources:							
REET 1 (Gen. Fund Capital)							\$ -
REET 2 (Pub. Works Capital)							\$ -
Grant Revenue (TBD)		\$ 200,000	\$ 150,000	\$ 150,000			\$ 500,000
School Zone Camera Fees		\$ 50,000	\$ 50,000	\$ 50,000			\$ 150,000
Traffic Impact Fee	\$ 32,000	\$ 140,000	\$ 100,000	\$ 100,000			\$ 372,000
Park Impact Fee	\$ 128,000	\$ 310,000	\$ 200,000	\$ 200,000			\$ 838,000
Total Revenues	\$160,000	\$700,000	\$500,000	\$500,000	\$0	\$0	\$1,860,000
General Fund Impacts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

P-4 – Nelson Farm - Farmhouse Remodel / Evaluation

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and Open Space Plan

Project P-10



Project Description: The farmhouse located at the Nelson Farm Park is currently not being used for any purposes. The 1,300 square foot house was built in 1920 and remodeled in 1952.

This project contemplates updating the plumbing and electrical systems and modifying the entrance and restroom for ADA accessibility at the farmhouse. Reroofing the garage and adding a parking area are also being considered. **If deemed feasible**, the farmhouse could be used as meeting space for park related groups and/or projects, and also as an information center for future activities at the Nelson Farm Park.

Due to various other projects and delays due to the COVID-19 pandemic, this project was unable to start in 2020 as originally planned.

Applicable Comprehensive Plan Goals –

- **CC.IV:** Protect and enhance Edgewood's cultural, scenic, historical and natural attributes.
- **PR.I:** Provide efficient and effective management of parks resources.
- **PR.III:** Develop a parks, recreation and open space system that builds on existing strengths and serves all residents of the community.
- **PR.IV:** Ensure park lands and facilities that are actively used by community members are safe and accessible.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Redevelopment should meet the changing needs in the community and promote safety and accessibility as primary considerations.

Total 6-Year Project Budget: \$40,000

Funding Source:

- Park Impact Fees
- Non-Profit Donations

Critical Milestones:

- 2023 – Citywide Building Evaluations
- 2024 – Detailed Analysis

Nelson Farmhouse Remodel Eval.**Total Project Budget:** \$40,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Master Plan	\$ 40,000						\$ 40,000
Design							
Construction							
Total Expenditures	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Revenue Sources:							
Grant Revenue							
RCO Grant Revenue							
Park Impact Fee	\$ 40,000						\$ 40,000
Total Revenues	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
General Fund Impacts:	-	-	-	-	-	-	-

P-5 – Nelson Nature Park Rehabilitation

Fund:

General Fund

Project Category:

Parks and Recreation



Project Description: This site has experienced tree issues in recent years, with long-standing maples dying and becoming dangerous. An effort was started in 2021 to establish a rehabilitation planting plan, and this project would fund the implementation of this plan. **Resurfacing of the existing paved walking trails was completed in 2023.**

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **CC.IV:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.I:** Provide efficient and effective management of parks resources.
- **PR.III:** Develop a parks, recreation and open space system that builds on existing strengths and serves all residents of the community.
- **PR.IV:** Ensure park lands and facilities that are actively used by community members are safe and accessible.
- **PR.V:** Protect and manage natural areas for the enjoyment of current and future generations.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Repairing the trails and replanting the natural areas of the park will ensure this park’s legacy is retained.

Total 6-Year Project Budget: \$50,000

Funding Source:

- General Fund
- Non-Profit Donations

Critical Milestones:

- 2027 – Planting Plan Implementation

Nelson Nature Park Rehabilitation

Total Project Budget: \$50,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design							
Construction				\$ 50,000			\$ 50,000
Total Expenditures	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Revenue Sources:							
Park Impact Fee							
Capital Parks Reserves							
RCO Grant Revenue							
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Impacts:	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000

P-6 – Citywide Park Land Acquisition

Fund:

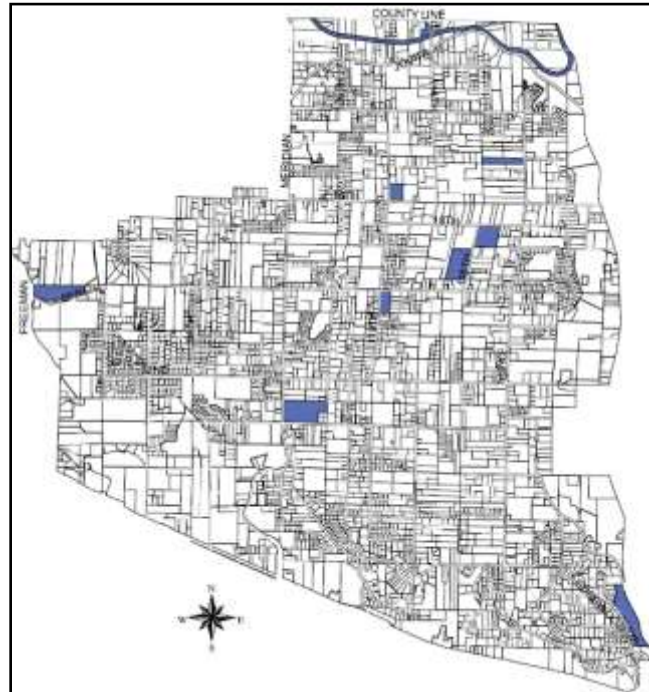
General Fund

Project Category:

Parks and Recreation

Parks, Recreation and Open Space Plan

Project P-11



Project Description: The intent of this project is to plan for the acquisition and preservation of land for future parks and recreational uses in advance of development, in an effort to ensure affordable land prices and a choice of sites. Priority areas identified in the Parks, Recreation and Open Space Plan are “*west of Meridian Ave E and in Sumner Heights.*”

Property owners in Edgewood are encouraged to donate or sell property at a reduced rate to be used for future parks and open space. Land Acquisition identified in the CIP provides funds for future purchases.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **NA.IV:** Protect and enhance fish and wildlife habitat.
- **NA.V:** Minimize risks to people, property and the environment posed by geological and flood hazard areas.
- **CC.IV:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.III:** Develop a parks, recreation and open space system that builds on existing strengths and serves all residents of the community.
- **PR.V:** Protect and manage natural areas for the enjoyment of current and future generations.

Service Impact: This project is needed to progress toward the level-of-service identified in the Comprehensive Plan.

Total 6-Year Project Budget: \$300,000

Funding Source:

- Park Impact Fees

Critical Milestones:

- Annual Planning of Land Acquisition Opportunities

P-6
Land Acquisition

Total Project Budget: \$300,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design							
Land Acquisition	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Total Expenditures	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Revenue Sources:							
Conservation Futures							
Grant Revenue							
Surface Water Fees							
Park Impact Fee	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
REET 2 (Pub. Works Capital)							
Capital Parks Reserves							
Total Revenues	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
General Fund Impacts:	-	-	-	-	-	-	-

P-7 – Edgemont Park Improvements

Fund:

General Fund

Project Category:

Parks and Recreation

**Parks, Recreation and
Open Space Plan
Project P-2**



Project Description:

The playground equipment was replaced in 2022, along with some fixture replacements and a new coat of paint at the restroom and shelter. **This budget includes funds to evaluate the restroom and shelter structure for additional improvements, replacement of the site irrigation system, and improvements to the ballfield.** Additional capacity improvements may be considered on the Edgemont Park property, budget dependent.

Pursuant to the City's project prioritization scoring system, funding for this project has been delayed to at least 2029.

Applicable Comprehensive Plan Goals –

- **CC.II:** Promote the creation of highly usable public spaces that maintain community character and increase public safety.
- **CC.IV:** Protect and enhance Edgewood's cultural, scenic, historical and natural attributes.
- **PR.I:** Provide efficient and effective management of parks resources.
- **PR.III:** Develop a parks, recreation and open space system that builds on existing strengths and serves all residents of the community.
- **PR.IV:** Ensure park lands and facilities that are actively used by community members are safe and accessible.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Edgemont Park is one of few active recreation facilities in the City, being the community's "go-to" gathering spot situated near the Town Center and Edgemont Junior High. As population continues to grow, there is an increasing need for new active recreation opportunities at this site.

Total 6-Year Project Budget: \$250,000

Funding Sources:

- Park Impact Fees (TBD)
- Real Estate Excise Taxes (REET)
- Grant Revenues (TBD)

Critical Milestones:

- 2029+ – Design / Construction

Edgemont Park Improvements

Total Project Budget: \$250,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029+	
Project Expenditures:							
Design						\$ 25,000	\$ 25,000
Construction						\$ 225,000	\$ 225,000
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
Revenue Sources:							
Conservation Futures							
Grant Revenue						\$ 100,000	\$ 100,000
Surface Water Fees							
Park Impact Fee						\$ 50,000	\$ 50,000
REET 2 (Pub. Works Capital)						\$ 100,000	\$ 100,000
Capital Parks Reserves							
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
General Fund Impacts:	-	-	-	-	-	-	-

P-8 – Mortenson Farm Passive Recreation Trail

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and

Open Space Plan

Project P-5



Project Description:

As described in the adopted Parks, Recreation and Open Space (PROS) Plan, this project will “construct a loop trail around stormwater facility”. As depicted in the PROS Plan Appendix, the trail would be situated near the existing stream and along the slopes on the perimeter of the property. Connections to nearby residential developments to the north and south are also desired.

As a part of Surface Water Project SW-2, the City has coordinated with the Washington State Department of Transportation (WSDOT) regarding the use of the property as a wetland impact mitigation site for the construction of SR 167 (*Phase 1 construction tentatively begins in 2021*). **Design and construction of the loop trail is set to begin after WSDOT’s work has been completed and the property is returned to the City, which at this time is expected to be sometime around the year 2035.**

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **CC.IV:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.III:** Develop a parks, recreation and open space system that builds on existing strengths and serves all residents of the community.
- **PR.IV:** Ensure park lands and facilities that are actively used by community members are safe and accessible.
- **PR.V:** Protect and manage natural areas for the enjoyment of current and future generations.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Development of this trail will facilitate public access to existing City-owned property and provide a nature escape for nearby residents.

Total 6-Year Project Budget: N/A

Funding Sources:

- Park Impact Fees

Critical Milestones:

- 2035 – Property Returned
- 2035+ – Design / Construction

NO BUDGET WORKSHEET PROVIDED FOR THIS PROJECT
WORK UNABLE TO BEGIN BEFORE 2035

P-9 – Wolf Point Passive Recreation Trail

Fund:

General Fund

Project Category:

Parks and Recreation

Parks, Recreation and Open Space Plan Project P-8



Project Description:

As described in the adopted Parks, Recreation and Open Space (PROS) Plan, this project will “construct a trail through the plat between 36th St E and the southern City limits.” The Wolf Point project received Preliminary Subdivision approval in March 2019, Site Development construction started in 2021, and home construction is expected in 2024.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **CC.IV:** Protect and enhance Edgewood’s cultural, scenic, historical and natural attributes.
- **PR.III:** Develop a parks, recreation and open space system that builds on existing strengths and serves all residents of the community.
- **PR.IV:** Ensure park lands and facilities that are actively used by community members are safe and accessible.
- **PR.V:** Protect and manage natural areas for the enjoyment of current and future generations.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Development of this trail will provide a nature escape for nearby residents and connectivity from the valley to the plateau.

Total 6-Year Project Budget: \$450,000

Funding Sources:

- Park Impact Fees

Critical Milestones:

- 2024 – Design / Construction

P-9
Wolf Point Trail

Total Project Budget: \$450,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design	\$ 75,000						\$ 75,000
Construction	\$ 375,000						\$ 375,000
Total Expenditures	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000
Revenue Sources:							
Conservation Futures							
Grant Revenue							
Surface Water Fees							
Park Impact Fee	\$ 450,000						\$ 450,000
REET 2 (Pub. Works Capital)							
Capital Parks Reserves							
Total Revenues	\$450,000	\$0	\$0	\$0	\$0	\$0	\$450,000
General Fund Impacts:	-	-	-	-	-	-	-

DRAFT

Sanitary Sewer

SS-1 – General Sewer Plan Update (Sanitary Sewer Comprehensive Plan)

Fund:

Sewer Fund

Project Category:

Sanitary Sewer



Project Description:

The General Sewer Plan (GSP) was adopted by Council in 2007 and construction was completed for a large portion of the Phase I Sewer System through LID No. 1 in 2011. In 2019 the Council approved a contract with Gray & Osborne to update the GSP.

This project will update the GSP to reflect the actual project that was constructed and plan for future expansion of Phase II and Phase III. **While work continues into 2024 on this effort, no further external / consulting costs are anticipated at this time.**

Applicable Comprehensive Plan Goals –

- **NA.II:** Protect and enhance water quality.
- **LU.III:** Promote development that respects and preserves the natural environment.
- **CC.IV:** Protect and enhance Edgewood's cultural, scenic, historical and natural attributes.
- **H.I:** Ensure new housing development supports City and regional growth plans.
- **U.I:** Ensure the location and design of utility facilities meets the community's needs.
- **U.II:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.
- **U.III:** Work with regional partners to address regional utility issues.
- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.

Service Impact: Future development in the City is limited by the lack of wastewater facilities.

Total 6-Year Project Budget: N/A

Funding Source:

- Capital Sewer Fund

Critical Milestones:

- 2019 to 2024 – Plan Update

SS-1

General Sewer Plan Update

Total Project Budget: \$0

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures: Plan Update							\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Sources: Grant Revenue REET 1 (Gen. Fund Capital) REET 2 (Pub. Works Capital) Sewer Fees							\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Fund Impacts:	-	-	-	-	-	-	-
Total Impact	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SS-2 – Wetland Mitigation - Northwood Elementary School Mitigation Site (LID No. 1)

Fund:
Sewer Fund

**Project
Category:**
Sewer



Project Description:

The Sanitary Sewer LID #1 project included the placement of a sewer line through a wetland buffer near Northwood Elementary School, located on property owned by the Puyallup School District. As a result of the line placement, some unavoidable impacts to wetland buffers occurred.

As a significant amount of time has passed since the LID #1 project, the wetland area has been re-evaluated for impacts and mitigation needs, and staff anticipates coordination with a private developer on satisfying this long-standing obligation.

Applicable Comprehensive Plan Goals –

- **NA.I:** Protect and enhance the natural environment for the benefit of current and future generations.
- **NA.II:** Protect and enhance water quality.
- **NA.IV:** Protect and enhance fish and wildlife habitat.
- **LU.III:** Promote development that respects and preserves the natural environment.
- **CC.IV:** Protect and enhance Edgewood's cultural, scenic, historical and natural attributes.
- **U.I:** Ensure the location and design of utility facilities meets the community's needs.
- **U.II:** Support the provision of quality utility services that are reliable, efficient and financially and environmentally sustainable.

Service Impact: Project was a result of impacts associated with the original construction of the Sewer system. Mitigation is required in order to compensate for project impacts on an existing wetland buffer.

Total 6-Year Project Budget: \$55,000

Funding Source:

- Capital Sewer Fund

Critical Milestones:

- 2021 – Evaluation / Coordination
- 2024 – Installation (*by developer*)

SS-2

Wetland Mitigation - Northwood Elementary (LID No. 1)

Total Project Budget: \$55,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design							
Construction	\$ 55,000						\$ 55,000
Total Expenditures	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000
Revenue Sources:							
Developer Fees							
Grant Revenue							
LID Costs							
Sewer Fees	\$ 55,000						\$ 55,000
Total Revenues	\$55,000	\$0	\$0	\$0	\$0	\$0	\$55,000
General Fund Impacts:	-	-	-	-	-	-	-

DRAFT

Public Facilities

PF-1 – Citywide Information Technology (IT) / Security Upgrades

Fund:

General Fund

Project Category:

Capital / Public Facilities



Project Description: Upgrade security and communications infrastructure at City Hall and park facilities. Project may include, but is not limited to, installation of security cameras, wireless internet access (public Wi-Fi), remote access locks, intelligent lighting, and variable message signs.

Applicable Comprehensive Plan Goals –

- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.IV:** Design and locate capital facilities with features and characteristics that support the environment, energy efficiency, aesthetics, technological innovation, cost-effectiveness and sustainability.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Infrastructure at City Hall and park facilities is in need of updates and improvements, and additional security measures are necessary to protect the properties.

Total 6-Year Project Budget: \$150,000

Funding Sources:

- Real Estate Excise Taxes (REET)

Critical Milestones:

- 2021-2023 – Design / Identify Needs
- 2024-2026 - Construction

PF-1 Citywide IT/Security Upgrades							
Total Project Budget:		\$150,000					
Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design							
Construction	\$ 50,000	\$ 50,000	\$ 50,000				\$ 150,000
Total Expenditures	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ 150,000
Revenue Sources:							
Developer Fees							
Grant Revenue							
REET 1 (Gen. Fund Capital)	\$ 50,000	\$ 50,000	\$ 50,000				\$ 150,000
REET 2 (Pub. Works Capital)							
Total Revenues	\$50,000	\$50,000	\$50,000	\$0	\$0	\$0	\$150,000
General Fund Impacts:	-	-	-	-	-	-	-

PF-2 – Civic Center Campus Improvements

Fund:
General Fund

Project Category:
Capital / Public Facilities



Project Description: Constructed in 2009, the Civic Center Campus has been home to City Hall and gravel walking trails. In recent years, City Hall has reached staffing capacity, and the grounds are in need of improvements. This project will evaluate and investigate potential improvements, initiate some design work, and prepare for work in future years. Some needs already identified include security fencing for the police department, landscape vegetation management and revisions, and expansion of indoor office spaces.

Applicable Comprehensive Plan Goals –

- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.IV:** Design and locate capital facilities with features and characteristics that support the environment, energy efficiency, aesthetics, technological innovation, cost-effectiveness and sustainability.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: Originally built almost 15 years ago, the campus is in need of aesthetic updates and improved public engagement opportunities.

Total 6-Year Project Budget: TBD

(Up to \$150,000 for initial investigations, projects and design work)

Funding Sources:

- Real Estate Excise Taxes (REET)

Critical Milestones:

- 2021/2022 – Initial investigations
- 2024 – Initial project design(s)

PF-2

Civic Center Campus Improvements

Total Project Budget: TBD

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design		\$ -	TBD	TBD	TBD	TBD	\$ -
Construction	\$ 150,000	TBD	TBD	TBD	TBD	TBD	\$ 150,000
Total Expenditures	\$ 150,000	TBD	TBD	TBD	TBD	TBD	TBD
Revenue Sources:							
Developer Fees							
Grant Revenue							
REET 1 (Gen. Fund Capital)	\$ 150,000	TBD	TBD	TBD	TBD	TBD	\$ 150,000
REET 2 (Pub. Works Capital)							
Total Revenues	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
General Fund Impacts:	-	-	-	-	-	-	-

PF-3 – Public Works Service Facility

Fund:

General Fund

Project Category:

Capital / Public Facilities



Project Description:

The City of Edgewood has historically relied on Pierce County Public Works crews to perform any and all functions needed. With a rapidly growing population and increased demand for quick response, the City needs a local public works yard. In 2018 the City acquired property adjacent to the City Hall campus to serve as an interim yard, having an existing secured outdoor storage area and small garage. The Public Works Department anticipates outgrowing this location in the near future.

To operate most efficiently, the Public Works Department envisions a permanent facility that is laid out similarly to the Mountain View – Edgewood Water Company's site (pictured above). The goal is to evaluate candidate sites for a permanent facility as soon as time and resources allow. While the northeast corner of the 36th & Meridian Park property has been looked at, since it is already owned by the City, other sites are also being considered.

\$100,000 is the proposed budget for 2024 to complete site evaluations and prepare a preliminary facility design.

Applicable Comprehensive Plan Goals –

- **CF.I:** Provide capital facilities and public services necessary to support existing and new development envisioned in the Land Use Element.
- **CF.II:** Provide adequate capital facilities that address past deficiencies, meet the needs of growth and enhance the quality of life through acceptable levels of service.
- **CF.III:** Ensure that planned capital facilities are financially feasible.
- **CF.IV:** Design and locate capital facilities with features and characteristics that support the environment, energy efficiency, aesthetics, technological innovation, cost-effectiveness and sustainability.
- **CF.V:** Maintain capital facilities so that they are reliable, functional, safe, sanitary, clean, attractive and financially sustainable.

Service Impact: As the City's population grows, the need for local Public Works operations increases. Developing this long-term solution is critical to maintaining a high level of service.

Total 6-Year Project Budget: TBD

Funding Sources:

- Real Estate Excise Taxes (REET)
- General Funds / Debt Financing

Critical Milestones:

- 2022-2024 – Evaluate Site(s)
- 2024+ – Design/Construction

PF-3

Public Works Service Facility

Total Project Budget: \$100,000

Phase	6-Year Projected Plan						Projected 6-Year
	2024	2025	2026	2027	2028	2029	
Project Expenditures:							
Design	\$ 100,000						\$ 100,000
Construction		TBD					\$ -
Total Expenditures	\$ 100,000	TBD	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Revenue Sources:							
PWTF Loan		TBD					\$ -
Grant Revenue							
REET 1 (Gen. Fund Capital)							
REET 2 (Pub. Works Capital)	\$ 100,000						\$ 100,000
Total Revenues	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
General Fund Impacts:	-	-	-	-	-	-	-



City Of Edgewood Council Agenda Summary Sheet

Subject: Preliminary 2024 Budget	Agenda Item #: 2.F
	For Agenda of: 11/7/2023
	Prepared by: Finance Director Goraya, Stephanie Goff
Attachments (list):	
Approval of Materials: Finance Director Goraya, Stephanie Goff Dave Gray 11/2/2023 Daryl Eidinger 11/2/2023	Expenditure Required: NA
	Amount Budgeted: NA
	Timeline:

Summary Statement:

Per the published 2024 Budget Calendar, the Finance Director and staff are bringing the Mayor's Annual Budget Appropriation ask to the city council for review and approval to present it, as amended to the public in the first of two public hearings.

Item History:

Recommended Action:

Discuss, request the mayor execute adjustments as a result of council consensus, and refer the budget draft forward to the first of two public hearings in the November 14th Regular Council Meeting.

Fiscal Note/Consideration:

NA



City Of Edgewood Council Agenda Summary Sheet

Subject: Amendment No. 1 to WSDOT ILA for SR 167 Completion	Agenda Item #: 2.G
	For Agenda of: 11/7/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 23-0xxx - SR 167 Completion Project 2. Gateway-Edgewood GCB 3315 Amendment 1 3. Exhibit A GCB 3315_ILA WSDOT-COE_9-20-2021EXC 4. Exhibit B XL5106 GCB 3315_v2	
Approval of Materials: Jeremy Metzler Dave Gray 11/2/2023 Daryl Eidinger 11/2/2023	Expenditure Required: \$324,000
	Amount Budgeted: \$324,000 (2022 CIP Project SW-2)
	Timeline: 11/07/2023 SS 11/14/2023 RCM

Summary Statement:

The completion of State Route (SR) 167 between Tacoma and Puyallup is an integral component of the Washington State Department of Transportation (WSDOT) Puget Sound Gateway Program, and it is expected to become a vital connection for commuter and freight traffic in the region, some of which currently utilizes the SR-161 / Meridian Avenue corridor through Edgewood. In 2015, the State Legislature directed WSDOT to develop the Gateway Program as a coordinated corridor in collaboration with affected stakeholders. Further direction was given in 2017 to develop a Memorandum of Understanding (MOU) with local project stakeholders, identifying a schedule for stakeholders to provide local matching funds, and the City Council authorized said MOU by Resolution 18-0410 on June 12, 2018. The MOU identifies Edgewood's match as \$500,000 of "ROW in lieu" (i.e., value of City-owned property for said wetland work).

As a part of the WSDOT project, a Riparian Restoration Program (RRP) was developed to improve conditions alongside the proposed highway corridor. WSDOT is in the process of performing wetland mitigation, restoration, and enhancement work for the RRP, and work on the Mortenson Farm property will be coming soon as it is in the upper reaches of the Surprise Lake tributary. Since execution of the MOU, staff worked with WSDOT to accommodate 20 cfs of additional surface water discharge capacity through the RRP, and this effort was memorialized in the Interlocal Agreement (ILA) executed as authorized by Council under Resolution 21-0560.

Since the execution of the 2021 ILA, staff continued to work with WSDOT to identify additional property for conveyance, but ultimately none were found that would satisfy the purposes of the Gateway Program's SR 167 Completion Project. Recognizing the 20 cfs of additional surface water discharge capacity has significant value, staff recommends satisfying the remaining obligation of \$324,000 by a cash payment using Surface Water

Utility funds.

Attached for Council's review and discussion is a draft resolution authorizing the Mayor to execute Amendment No. 1 to the ILA executed under Resolution 21-0560, formalizing terms to completely satisfy the City's remaining obligation under the 2018 MOU. The Amendment has been reviewed and accepted by the City and WSDOT legal counsels for Council's action.

Item History:

09/14/2021 RCM - Resolution 21-0560

Recommended Action:

Hold a discussion and provide staff guidance regarding Amendment No. 1 to WSDOT ILA for SR 167 Completion

Fiscal Note/Consideration:

The Surface Water Utility Fund has a current balance of about \$1.5M, and staff projects the fund balance will increase over the next four years with current Surface Water Utility Fee revenues.

RESOLUTION NO. 23-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 1 TO AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATED TO THE PUGET SOUND GATEWAY PROGRAM AND THE SR 167 COMPLETION PROJECT.

WHEREAS, as part of the Washington State Department of Transportation (“WSDOT”) Puget Sound Gateway Program, WSDOT is undertaking the State Route (“SR”) 167 Completion Project (the “Project”) which entails construction of a new highway from SR 161 to SR 509; and

WHEREAS, the City, as a local agency partner, has committed to providing \$500,000 in matching funds or other contributions commensurate with the benefits received by the City as a result of the Project; and

WHEREAS, as part of its commitment, the City has conveyed the real property commonly known as Mortensen Farm towards the required local contribution for the Project, having a value of \$176,000, with said property ultimately being reconveyed to the City for continued maintenance and preservation after completion of the Project; and

WHEREAS, after exploring all available options for additional property conveyance, the parties have concluded that the City has no additional real property available for conveyance that would satisfy the purposes of the Project, and that the remaining obligation should be satisfied through a cash payment; and

WHEREAS, the Parties desire to memorialize the terms and conditions related to satisfaction of said obligation;

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

Section 1. Amendment Authorized. The Mayor is authorized to execute Amendment No. 1 to the interlocal agreement with the Washington State Department of Transportation related to the SR 167 Completion Project, as set forth in Exhibit A, attached hereto and incorporated herein.

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

ADOPTED THIS 14TH DAY OF NOVEMBER, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

DRAFT

Exhibit A

Amendment No. 1 – Interlocal Agreement Between WSDOT / City of Edgewood

DRAFT

GCB 3315
Amendment No. 1
INTERLOCAL AGREEMENT BETWEEN
WSDOT / City of Edgewood

This Amendment No. 1 is made and entered into between the Washington State Department of Transportation (WSDOT) and the City of Edgewood (CITY), each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

- A.** The Parties entered into Agreement No. GCB 3315 (attached as Exhibit A) with one another on September 20, 2021 in order jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the Puget Sound Gateway Program (PROGRAM).
- B.** Agreement No. GCB 3315 confirms the City's commitment to contribute \$500,000 in cash or real property value towards the construction of State Route (SR) 167 Completion Project as depicted in Exhibit B.
- C.** Agreement No. GCB 3315 accounts for \$176,000 in the value of real property rights leaving \$324,000 remaining from the funding commitment in Recital B.
- D.** Where both Parties agree to revise the Agreement to complete the funding commitment in Recital B.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, the Parties agree as follows:

- 1. Amend Section 2.2 as follows: "The City's remaining contribution shall be made by a single cash payment of three hundred twenty-four thousand dollars (\$324,000), bringing the total contribution of cash and value in real property to five hundred thousand dollars (\$500,000), completing the local funding commitment in the MOU."
- 2. Inserting a new Section 2.3, and renumbering the remaining paragraphs of Section 2, as follows: "WSDOT will invoice the City for a single payment of three hundred twenty-four thousand dollars (\$324,000) following execution of this Amendment. The City will pay WSDOT within sixty (60) days of receipt of the invoice."

In Witness Whereof, the Parties hereto have executed this Amendment No. 1 as of the date last written below.

CITY OF EDGEWOOD	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:	Signature and Date:
Printed:	Printed:
Title:	Title:
APPROVE TO FORM CITY OF EDGEWOOD	APPROVE TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:  11/1/23	Signature and Date:
Printed: Ann Marie Soto	Printed:
Title: City Attorney	Title: Assistant Attorney General

GCB 3315
INTERLOCAL AGREEMENT BETWEEN
WSDOT / City of Edgewood

This Interlocal Agreement (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the City of Edgewood (CITY), each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

- A. The Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement as part of the construction of the Puget Sound Gateway Program (PROGRAM).
- B. In 2015 the Washington State Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package.
- C. The Legislature directed that \$130 million of the \$1.875 billion PROGRAM funding is to come through local funding sources.
- D. The State Route (SR) 167 Completion Project (PROJECT) is part of the PROGRAM where WSDOT will construct a new highway from SR 161 to SR 509 as shown on Exhibit A.
- E. The CITY has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Exhibit B), commencing on July 1, 2018, acknowledging that the CITY is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the PROJECT at a local level. The City of Edgewood's contribution is identified therein as \$500,000 "(ROW in lieu)" towards the PROJECT, which may be met through conveyance of real property (i.e., Mortensen Farm and additional suitable property) needed by the PROJECT and/or cash contributions.
- F. Herrera Environmental Consultants (Herrera) on behalf of WSDOT has performed hydraulic modeling at the request of the CITY as shown in Exhibit D titled *Mortensen Farm/Surprise Lake Tributary Hydraulic Capacity Analysis, July 12, 2018*. Herrera is a professional services firm with experience and expertise in hydraulic modeling and analysis. The analysis concludes that the stormwater improvements on the Mortensen Farm property and downstream properties will accommodate a maximum of 20 cubic feet per second (cfs) of stormwater runoff from developed areas in the City of Edgewood in a 100-year recurrence flood event in addition to PROJECT stormwater needs based on estimated 100-year recurrent runoff peak rate that occurs in the Surprise Lake Tributary creek in 2020 basin conditions. The 20 cfs of stormwater capacity retained by Edgewood represents 6.1% of 100-year peak flow of the future build out conditions per Exhibit D, Table 1. The 6.1% is the delta increase between 1) the estimated MGSFlood model results for the 100-year peak flow future build-out conditions (existing Surprise Lake Tributary flow for the existing drainage basin conditions and the increase flows associated with the new SR 167 project buildout) and 2) estimate MGSFlood model results for the 100-year peak flow for the future build-out conditions plus the 20 cfs associated with city planned future additions.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A, B, C, D and E, incorporated and made a part hereof, the Parties agree as follows:

1. General

- 1.1 This Agreement quantifies certain contributions (property conveyance and/or cash contributions) of the CITY to be applied towards the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties with respect to such contributions.
- 1.2 The PROJECT consists of constructing two (2) lanes in each direction from SR 161 to 54th Avenue E. and one (1) lane in each direction from 54th Avenue E. to SR 509; a new interchange at SR 161; a new diverging diamond interchange at I-5; a one-half (½) interchange at 54th Avenue E; ramp connections to SR 509; new I-5 bridges for Hylebos Creek crossing; a shared-use path; riparian restoration and wetland mitigation along Hylebos Creek and Surprise Lake Tributary; and associated utility relocations and local street vacations, as generally shown in Exhibit A hereto.

The Parties acknowledge there is sufficient capacity in the planned stormwater improvements that WSDOT will make to the Mortensen Farm property and the downstream Surprise Lake tributary channel to accommodate the City's future need for up to 20 cfs of stormwater runoff capacity. WSDOT agrees that it shall provide the CITY the right to discharge up to 20 cfs of stormwater runoff from developed areas within the City into the improvements that WSDOT will make to the Mortensen Farm property and the downstream Surprise Lake tributary channel.

- 1.3 The Parties agree to formalize the CITY's right to discharge stormwater runoff into the planned stormwater improvements and the CITY's obligations to manage said stormwater discharges into the planned stormwater improvements in a subsequent agreement.
- 1.4 This Agreement is effective upon the last date of execution of both Parties and will terminate December 31, 2037, and/or 10 years after PROJECT Completion, whichever is sooner, unless mutually agreed to extend by the Parties.

2. Payment

- 2.1 For wetland mitigation purposes in support of the PROJECT, the CITY agrees to convey to WSDOT certain real property identified as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, all lying northerly of Westridge Parkway E and 25th Street E (e.g., Mortensen Farm property), and shown on Exhibit C hereto (the "Property"). The value of the Property appraised at \$187,500 as shown in Exhibit E. WSDOT and the City agree to a reduction in the appraised value of the property of minus 6.1% for the City's retained stormwater capacity referenced in Recital F. The value of the Property or \$187,500 less the value of the retained stormwater capacity of \$11,500 for a total of \$176,000 shall constitute a

portion of the City's contribution toward the \$500,000 local funding commitment in the MOU.

- 2.2 The City's remaining contribution of \$324,000 shall be made by either 1) in-kind value as set by appraisal for future property conveyance(s) in support of the PROJECT or 2) cash payment, where the total amount is not to exceed the \$500,000 City local funding commitment in the MOU.
- 2.3 The Parties agree that WSDOT will retain the Property for approximately 10 years after the PROJECT is completed in order to meet the permit requirements from the US Army Corps of Engineers (ACOE) and Washington State Department of Ecology (Ecology). Upon final acceptance from the ACOE and Ecology, WSDOT will convey the Property and any improvements back to the CITY by Quitclaim Deed, and/or any other form of conveyance agreed to by the Parties, as full (or part) consideration in exchange for the CITY assuming all future maintenance and operation obligations and costs required to maintain and operate the Property as an environmental mitigation site in perpetuity in accordance with RCW 47.12.370 and the Long-Term Management (LTM) Plan developed by WSDOT.
- 2.4 The agreed-upon Quitclaim Deed, or other conveyance document, transferring the Property back to the CITY will be recorded pursuant to RCW 65.08.095, will incorporate GCB 3315 by reference, and will identify the CITY'S obligations of ownership, operation, maintenance, and preservation in perpetuity of the Property in accordance with RCW 47.12.370 and the LTM Plan, and will contain a reversionary clause that restricts the use of the Property as a mitigation site consistent with the preservation and management of said lands to ensure the long-term sustainability of the natural resource.
 - 2.4.1 The LTM Plan will be developed by WSDOT, as required by the permitting agencies, for the Property to ensure that the established mitigation site is managed to protect the natural condition of the site. WSDOT will develop a draft LTM Plan that will be submitted to the US Army Corps of Engineers and Ecology for approval before the end of WSDOT's mitigation site compliance monitoring period, or by 2037, whichever is sooner. The approved LTM Plan will specify the duration of the LTM period and the frequency of site inspections and qualitative assessments of the Property. The CITY will be responsible for implementing the LTM Plan beginning at the end of WSDOT's mitigation site compliance monitoring period, or by 2037, whichever is sooner. The CITY will submit the results of the LTM inspections and assessments to the US Army Corps of Engineers and Ecology as identified in the approved LTM Plan schedule. The results of the LTM reports will include summaries of management activities the CITY has implemented as part of the on-going LTM of the Property.
 - 2.4.2 If the CITY fails to maintain the Property as required under the approved LTM Plan, WSDOT will confer with the City to remedy the situation/issue of said Property. If after 30 days' written notice by WSDOT, the City fails to remedy the issue, the City agrees to quitclaim said Property back to WSDOT.

3. Contract Administration

- 3.1 By this Agreement, the Parties do not create any separate legal or administrative entity. The WSDOT and the CITY shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4. Dispute Resolution

- 4.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the City agree to negotiate to resolve any issues. Should such negotiations fail to produce a mutually satisfactory resolution then WSDOT and the City shall each appoint a member to a disputes board; these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. At the conclusion of the hearing, the disputes board shall issue a nonbinding decision on the resolution of the Parties' dispute. Each Party shall be responsible for its own costs and fees incurred in the dispute resolution process, and the Parties agree to share equally in the cost of the third disputes board member. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute, provided, that if the nonbinding dispute resolution hearing does not result in a mutually satisfactory resolution of the dispute, either Party may institute a legal action or proceedings in accordance with Section 6.1.

5. Indemnification

- 5.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless the other Party, their respective officers, officials, employees, and/or authorized agents, while acting within the scope of their official duties as such, from any and all costs, claims, judgment, and/or awards of damages ("Claims") arising out of, or in any way resulting from, Indemnifying Party's negligent or other wrongful acts or omissions, or the negligent or other wrongful acts or omissions of its employees, agents, contractors, consultants, licensees, or invitees, while acting within the scope of their official duties, contract, license, or invitation, related to this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees and authorized agents and (b) the City, its employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be

recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

6. Venue

- 6.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court.

7. Contacts and Notices

- 7.1 Contact between the Parties, including but not limited to agreement administration and notices, will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City of Edgewood

Jeremy Metzler, Public Works Director
2224 104th Avenue E
Edgewood, WA 98372-1513
Phone: (253) 952-3299 x114
Email: jeremy@cityofedgewood.org

WSDOT

Steve Fuchs, Project Manager
PO Box 47440
Olympia, WA 98504
Phone (360) 701-9413
Email: fuchss@wsdot.wa.gov

8. Amendment

- 8.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

9. No Third-Party Beneficiaries

- 9.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

10. Audits/Records:

- 10.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years after the termination of this Agreement. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

11. Signature Authority

11.1 The CITY Mayor or his designee was authorized to execute this agreement by the CITY Council on the 14 day of Sept , 2021, at a regularly scheduled meeting.

12. Recording

12.1 A copy of this agreement shall be filed with the Office of the Pierce County Auditor by the City of Edgewood, and/or posted on their web sites.

13. Working Days

13.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

14. Termination

14.1 As part of its commitment in entering into the Local Funding and Phasing Memorandum of Understanding with WSDOT, the CITY will convey the Property towards the required local contribution for the PROJECT. However, if for some reason WSDOT no longer needs the Property for the PROJECT [e.g., WSDOT cancels the PROJECT], the CITY or WSDOT may terminate this Agreement by written concurrence of the other Party, and the Property shall be transferred back to the CITY.

14.1.1 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

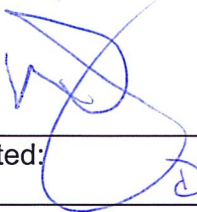
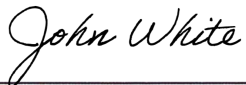
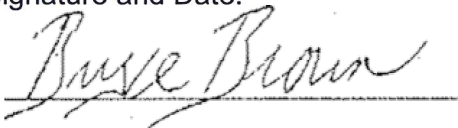
15. Applicable Law

15.1 This Agreement does not relieve either Party of any obligation under applicable law.

16. Severability

16.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF EDGEWOOD	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:  14 SEPT 21	Signature and Date: 
Printed: DARUL EIDINGEN	Printed: John H. White 09/20/21
Title: mayor	Title: Program Administrator
APPROVE TO FORM CITY OF EDGEWOOD	APPROVE TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date: 	Signature and Date: 
9/14/2021	
Printed: Ann Marie Soto	Printed: BRYCE BROWN 9-16-21
Title: City Attorney	Title: Assistant Attorney General

RESOLUTION NO. 21-0560

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATED TO THE PUGET SOUND GATEWAY PROGRAM AND PROPERTY CONVEYANCE FOR THE SR 167 COMPLETION PROJECT.

WHEREAS, as part of the Washington State Department of Transportation (“WSDOT”) Puget Sound Gateway Program, WSDOT is undertaking the State Route (“SR”) 167 Completion Project which entails construction of a new highway from SR 161 to SR 509; and

WHEREAS, the City, as a local agency partner, has committed to providing matching funds or other contributions commensurate with the benefits received by the City as a result of the project; and

WHEREAS, as part of its commitment, the City will convey the property known as Mortensen Farm towards the required local contribution for the project, identified as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, with said property ultimately being reconveyed to the City for continued maintenance and preservation after completion of the project; and

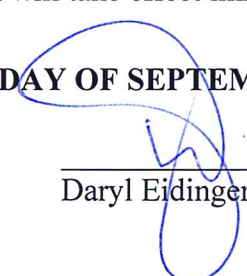
WHEREAS, the Parties desire to memorialize the terms and conditions related to said property conveyance;

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

Section 1. Agreement Authorized. Upon concurrence by WSDOT, the Mayor is authorized to execute the interlocal agreement with the Washington State Department of Transportation related to property conveyance for the SR 167 Completion Project, as set forth in Exhibit A, attached hereto and incorporated herein.

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

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2021



Daryl Eidinger, Mayor

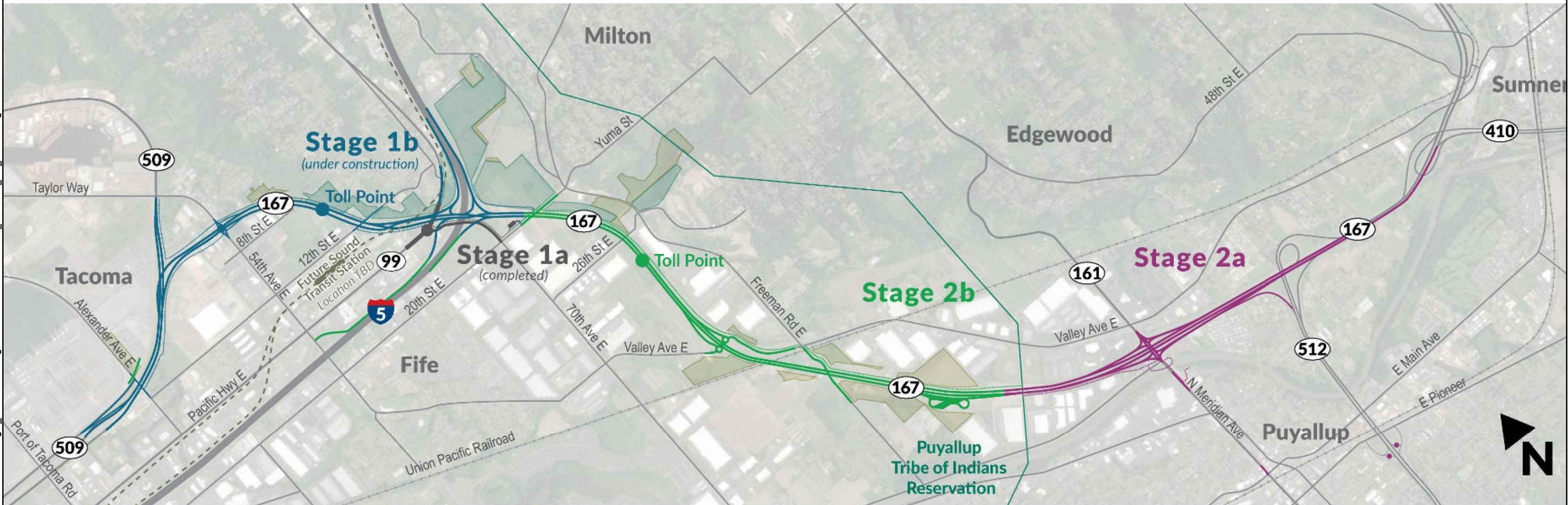
ATTEST:



Rachel Pitzel, CMC
City Clerk

Exhibit A
Interlocal Agreement Between WSDOT / City of Edgewood

p:\projects\store.wsdot.wa.gov\WSDOT\Documents\HQ\PS Gateway\167-Phase1\Design\CAD\Exhibits\Agreements\GCB 3315\XL5105_GCB3315_ILA_ExhibitB.dgn



PRELIMINARY
Subject to Revision

AGREEMENT #GCB 3315 Amendment 1
EXHIBIT B

FILE NAME c:\users\lamberlpw_wsdot\id0651955\XL5105_GCB3315_ILA_ExhbltB.dgn										FED.AID PROJ.NO.		DATE P.E. STAMP BOX		DATE P.E. STAMP BOX		 Washington State Department of Transportation		SR 167 I-5 TO SR 161 NEW EXPRESSWAY		PLAN REF NO					
TIME 1:20:04 PM																									
DATE 9/11/2023																									
PLOTTED BY lamberl						REGION NO. STATE		10 WASH																	
DESIGNED BY L. LAMBERT						JOB NUMBER																			
ENTERED BY L. LAMBERT																									
CHECKED BY S. HILL								CONTRACT NO.		LOCATION NO.															
PROJ. ENGR. C. SODERQUIST																									
REGIONAL ADM. J. WHITE		REVISION		DATE		BY										PROPOSED CHANNELIZATION		SHEET OF SHEETS							



City Of Edgewood Council Agenda Summary Sheet

Subject: Chrisella Rd Safety Improvement – Supplemental Agreement #5	Agenda Item #: 2.H
	For Agenda of: 11/7/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 23-0xxx 2. Edgewood - Chrisella Rd E Safety Impr - Supplemental Agree No. 5	
Approval of Materials: Jeremy Metzler Dave Gray 11/2/2023 Daryl Eidingen 11/2/2023	Expenditure Required: \$444,357.16
	Amount Budgeted: \$210,732.46 (Resolution 23-0656)
	Timeline: 11/07/2023 SS 11/14/2023 RCM

Summary Statement:

The City was awarded grant funds through the Washington State Department of Transportation's (WSDOT) City Safety Program in December 2020 for Chrisella Road East. The City Council authorized a WSDOT consultant agreement with Gray & Osborne, Inc. under Resolution 21-0603 for Preliminary Engineering (PE) design work on November 9, 2021, with additional preliminary right-of-way (ROW) work authorized under Resolution 22-0630 on July 12, 2022, the ROW phase of work authorized under Resolution 22-0645 on September 27, 2022, additional ROW phase work authorized under Resolution 22-0648 on November 22, 2022, and additional design and ROW work authorized under Resolution 23-0656. The City received funding authorization for the construction phase on September 1, 2023, published an advertisement for bids on October 31, 2023, and is seeking assistance from Gray & Osborne with Construction Management Services.

Therefore, in coordination with Gray & Osborne, the attached Supplemental Agreement Number 5 (with authorizing resolution) has been prepared to perform said work. These additional expenses are covered by the WSDOT grant funds, requiring no offsetting or matching city funds.

Item History:

11/02/2021 SS, 11/09/2021 RCM, 07/05/2022 SS, 07/12/2022 RCM, 09/20/2022 SS, 09/27/2022 RCM, 11/15/2022 SS, 11/22/2022 RCM, 01/17/2023 SS, 01/24/2023 RCM

Recommended Action:

Hold a discussion and provide staff guidance regarding Chrisella Rd Safety Improvement – Supplemental Agreement #5

Fiscal Note/Consideration:

The original grant application required 10% local participation in all pre-construction phases. Due to the COVID-19 emergency, however, the program is now covering 100% of all costs, saving the City at least \$30,000 over the course of this project.

RESOLUTION NO. 23-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NUMBER 4 FOR THE CHRISSELLA ROAD EAST SAFETY IMPROVEMENTS PROJECT WITH GRAY & OSBORNE, INC.

WHEREAS, by passing Resolution 21-0603 on November 9, 2021, the City Council authorized execution of a Local Agency A&E Professional Services – Negotiated Hourly Rate Consultant Agreement (“Agreement”) with Gray & Osborne, Inc. (“G&O”) for the Chrisella Road East Safety Improvements Project Design (PE Phase); and

WHEREAS, by passing Resolution 22-0630 on July 12, 2022, the City Council authorized execution of Supplemental Agreement Number 1 (“Supplement 1”) with G&O for the Chrisella Road East Safety Improvements Project Design (PE Phase); and

WHEREAS, by passing Resolution 22-0645 on September 27, 2022, the City Council authorized execution of Supplemental Agreement Number 2 (“Supplement 2”) with G&O for the Chrisella Road East Safety Improvements Project Right-of-Way (“ROW”) Acquisition (ROW Phase); and

WHEREAS, by passing Resolution 22-0648 on November 22, 2022, the City Council authorized execution of Supplemental Agreement Number 3 (“Supplement 3”) with G&O for the Chrisella Road East Safety Improvements Project ROW Appraisals (ROW Phase); and

WHEREAS, by passing Resolution 23-0656 on January 24, 2023, the City Council authorized execution of Supplemental Agreement Number 4 (“Supplement 4”) with G&O for the Chrisella Road East Safety Improvements Project Storm System Design and ROW Survey (PE and ROW Phases); and

WHEREAS, since the Agreement, Supplement 1, Supplement 2, Supplement 3, and Supplement 4 were executed, the City and G&O have mutually agreed to Construction Management Services not included in said scopes of the Agreement that have been deemed necessary for construction of the improvements; and

WHEREAS, City staff has worked with WSDOT Local Programs staff to verify and secure funding authorization for this work under the Construction (“CN”) Phase; and

WHEREAS, staff negotiated an acceptable scope of work and budget for said additional work with G&O following WSDOT procedures, resulting in a revised contract total of \$444,357.16, an increase of \$233,624.70; and

WHEREAS, these additional expenses will be covered by the WSDOT grant funds, requiring no offsetting or matching city funds; and

WHEREAS, the City Council considered staff’s recommendation during its study session of November 7, 2023 and regular Council meeting of November 14, 2023;

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 Supplemental Agreement Number 5 between the City of Edgewood and Gray & Osborne, Inc. for the revised total amount of \$444,357.16 for the Chrisella Road East Safety Improvements Project. A copy of said agreement is attached hereto as Exhibit A.

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

ADOPTED THIS 14TH DAY OF NOVEMBER, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Supplemental Agreement Number 5
(WSDOT Form)

DRAFT



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>5</u>		Organization and Address	
Original Agreement Number		Gray & Osborne, Inc. 1130 Rainier Ave S, Suite 300 Seattle, WA 98144 Phone: 206-284-0860	
Project Number HSIP 3209007	Execution Date	Completion Date December 31, 2024	
Project Title Chrisella Road East Safety Improvements	New Maximum Amount Payable \$444,357.16		
Description of Work Construction Management Services.			

The Local Agency of City of Edgewood

desires to supplement the agreement entered in to with Gray & Osborne, Inc.

and executed on 11/10/2021 and identified as Agreement No. HSIP 3209007

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

The first paragraph of the Scope of Work described in Exhibit A of the original agreement is amended to add the additional scope of work as shown in Exhibit A-5.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2024

III

Section V, PAYMENT, shall be amended as follows:

As set forth in Supplemental Agreement No. 5 Exhibit A-5 attached and incorporated by reference adding \$233,624.70. Basic Agreement \$128,464.00 + Supp. No. 1 \$18,368.50 + Supp. No. 2 \$33,593.23 + Supp. No. 3 \$7,162.43 + Supp. No. 4 \$23,144.30 + Supp. No. 5 \$233,624.70 = \$444,357.16.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Michael B Johnson, P.E.

By: _____

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A

Summary of Payments

	Basic Agreement	Supplement No. 1	Supplement No. 2	Supplement No. 3	Supplement No. 4	Supplement No. 5	Total
Direct Salary Cost	\$39,896.30	\$2,191.40	\$2,078.50	\$431.63	\$7,348.50	\$68,903.00	\$120,849.33
Overhead (Including Payroll Additives)	\$75,862.81	\$4,166.95	\$3,834.62	\$796.30	\$13,557.25	\$125,307.00	\$223,524.93
Direct Non-Salary Costs	\$736.00	\$0.00	\$0.00	\$4.01	\$34.00	\$4,843.80	\$5,617.81
Fixed Fee	\$11,968.89	\$657.42	\$623.55	\$129.49	\$2,204.55	\$20,670.90	\$36,254.80
Subconsultant	\$0.00	\$11,352.73	\$27,056.56	\$5,801.00	\$0.00	\$13,900.00	\$58,110.29
Total	\$128,464.00	\$18,368.50	\$33,593.23	\$7,162.43	\$23,144.30	\$233,624.70	\$444,357.16

EXHIBIT A-5

SCOPE OF SERVICES

CITY OF EDGEWOOD CHRISELLA ROAD EAST SAFETY IMPROVEMENTS (SUPPLEMENTAL 5)

INTRODUCTION

The City of Edgewood (AGENCY) desires to services of Gray & Osborne, Inc. (CONSULTANT), a qualified engineering consultant, to assist the AGENCY with the construction management work for the Chrisella Road East Safety Improvements. As such, the CONSULTANT shall provide additional construction administration, field inspection, material testing and utility pole relocation survey staking services.

Our scope of work is more particularly described below.

CONSTRUCTION MANAGEMENT SERVICES

It is the intent of this scope to provide sufficient services for the duration of the contract (90 working days). The Consultant will provide the following tasks:

<u>Task No.</u>	<u>Task</u>
16.	Project Management – Construction Phase
a.	Provide overall project management to include resource allocation management, client contact, and coordination with various project stakeholders including, but not limited to, Agency, Contractor, WSDOT Local Programs, during the construction phase of project. Coordinate with Agency through emails, virtual meetings and in-person meetings.
b.	Manage consultant team, comprised of Consultant's staff and testing service. Organize and layout work for Consultant Team.
c.	Review monthly expenditures and Consultant Team scope activities. Prepare and submit to the Agency monthly Agency-Provided Progress Reports to be included in invoicing.

- d. Prepare and submit reporting required by funding source(s). The Consultant will submit monthly reports on the State's Diversity Management and Compliance System (DMCS).

Deliverables:

- Monthly invoice and Agency-Provided Progress Report spreadsheet(s) (one hard copy to be mailed to the Agency each month).
- Prepare meeting agendas and meeting notes. Agenda will be submitted to Agency 2 days before meeting and meeting notes will be submitted 2 days after meeting.

17. Preconstruction Services

- a. Prepare a Record of Materials (ROM) and a Non Materials Submittal List from the Contract Documents.
- b. Assist the City with the bid phase. Answer bidder inquiries, issue addendums, provide bid review, create bid tabulation, call low bidder references, perform bidder responsibility check.
- c. Prepare and distribute contracts for distribution to the contractor after award, review certificate of insurance, provide additional plans and contract provisions to the Contractor.
- d. Organize and lead the preconstruction conference (prepare and distribute notices, prepare agenda, send out invitations, conduct meeting, and prepare/distribute meeting minutes).
- e. Review Contractor's schedule, and provide comments to the Contractor and Agency.

Deliverables:

- Bid tabulation, bidder responsibility check, contract documents.

- Non Material Submittal list and ROM. Deliver to the Agency within 2 weeks from the bid opening date.
- Preconstruction Conference notice, agenda, minutes, and Contractor's schedule comments. Deliver to Agency the notice and agenda at least 2 days before the preconstruction conference meeting and deliver the minutes and schedule comments no later than 2 days after the preconstruction conference meeting.

18. Puget Sound Energy and Lumen Pole Relocation Staking

- a. Stake the right of way (two lath at each pole) and proposed pole locations (wood hub) for the five utility poles that need to be relocated as part of the project.

19. Contract Administration

- a. Interpret Contract Documents.
- b. Review contractor's schedules for compliance with Contract Documents. Monitor Contractor's conformance to schedule and require revised schedules when needed. Advise Agency of any schedule changes.
- c. Monitor and track Contractor's notification to the public relative to construction activities and the occupants of property fronting the construction for compliance with Contract Documents. Provide updates to Agency in weekly meetings.
- d. Manage and track submittal process. Provide review for submittal/Request of Material (RAM)/Qualified Product List (QPL)/Certificate of Material Origin (CMO) and other required documentation from funding sources. Update and manage the Record of Materials (ROM) with submittal information and highlight any known deficiencies. Update Non Material Submittal list and log. Provide updates to Agency in weekly meetings.
- e. Evaluate Contractor's Schedule of Values for lump sum items. Review Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.

- f. Track, review, and evaluate Request for Information (RFI) from Contractor. Manage responses to RFIs.
- g. Review and track subcontractor's Request to Sublets and Federal-Aid Project Certifications. Collect, record, and check Contractor's and subcontractor's weekly certified payrolls; review and track statements of intent to pay prevailing wages; conduct wage rate interviews, submit FHWA 1391 forms to Agency, and monitor prevailing wage, and collect Affidavits of Wages Paid at project end for compliance.
- h. DBE Tracking: monitor, via the State's DMCS, and confirm Contractor and DBE subcontractors meet Contract requirements, and conduct DBE on-site review surveys. Request monthly subcontractor retainage reports from the Contractor. Notify Agency if Contractor is at risk of not achieving the Condition of Award DBE goal.
- i. Review Daily Inspector's reports (IDR) and check Field Note Records per Agency and WSDOT requirements we well as verify proper signatures are obtained.
- j. Collect Contractor's Traffic Control Supervisor (TCS) certificate prior to TCS working on job site. Review and collect Contractor's daily traffic control diary are prepared per WSDOT requirements.
- k. Prepare monthly progress (pay) payment forms and review with Contractor and Agency. Prepare and review field note records are prepared for quantities paid each month and signatures are obtained from the Inspector and the Contractor. Review payment requests by Contractor and recommend approval, as appropriate.

- l. Lead weekly, in-office or virtual construction meetings with the Contractor, Agency's representative, inspector, various regulatory or funding personnel, utility companies, and other stakeholders deemed necessary to help facilitate construction and construction coordination. Note: the contract identifies a 90 work day period for physical completion which equates to 18 weeks, or approximately 18 weekly meetings/site visits by the Project Manager. Prepare weekly meeting agenda and meeting notes. Track outstanding issues on weekly basis. Provide the Agency with brief weekly construction progress reports, highlighting process and advising of issues which are likely to impact cost, schedule, or quality/scope.
- m. Spend up to 8 hours preparing change orders. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Estimate and/or record quality measurements of material, equipment and manpower for determining costs for change orders. Facilitate resolution and represent the Agency's interest in negotiation of change order with the Contractor. Coordinate with WSDOT to obtain Blue Book rates on equipment as may be applicable. Prepare change orders, independent engineer's estimate, and change order documentation in accordance with the LAG Manual. Track force account records and verify appropriate signatures are obtained. Prepare change orders for execution by the Agency and Contractor subject to approval of the Agency and WSDOT.
- n. Material Testing – Review material testing results and arrange for additional testing as needed. Inform Agency and Contractor of failing tests and deficiencies. Hard copy of test reports will be delivered to the Agency at the end of project.
- o. Assist Agency in the investigation of malfunctions or failures during construction.
- p. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized by date. Photographs will be submitted via email.

- q. Conduct punch list walk through and provide punch list to Contractor. Coordinate final inspection with agencies.
- r. Record Drawings – review weekly Contractor’s and Inspector’s redline set of contract plans. Consultant will keep a log to track redlines weekly. Redline log will be submitted to the Agency during regular meetings.
- s. Document control – establish and maintain document filing and tracking systems, following Agency guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project. One hard copy of files including records from hard copy originals and electronic records will be kept in the office. Electronic documentation will be stored by consultant and electronic records of files will be submitted to Agency via email or Consultant’s FTP if exceed maximum file limits.

Deliverables:

- Weekly construction progress reports.
- Schedule review comments.
- Meeting agenda and notes. Agenda will be submitted to Agency at least 2 days before meeting and notes will be submitted to Agency within 2 days after meeting.
- DBE reviews. Deliver to Agency 2 days upon completion.
- ROM log and supporting documentation. RFI log with review and comments and supporting documentation.
- Request to Sublets, Federal-Aid Project Certifications, Statement of Intent, wage rate interviews, checked weekly certified payrolls, DBE onsite survey, TCS certificates, affidavits of wage paid at project end, monthly progress payment forms, digital photos.
- Force Account Records, including review of labor and equipment rates and proper signatures are obtained.
- Change order(s) and supporting documentation.

- Monthly progress payment forms, signed field note records and supporting documentation.

20. Field Inspection

- a. On-site day-to-day observation services for a total of 40 hours a week by 90 working days to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site.
- b. Prepare and submit Inspector's Daily Report, recording the contractor's operations as actually observed by the Consultant, including quantities of work place that day, contractor's equipment and crew, other pertinent information, and supporting project photos. The number of photos taken for the work in the IDRs shall not be limited by Consultant. IDRs will be submitted on a daily basis to the Agency.
- c. Prepare Weekly Statement of Working Days Reports.
- d. Prepare and submit, Weekly Quantity Reports, and Daily Report of Force Account Worked (signed by Inspector and Contractor), wage rate interviews, DBE on-site reviews, and other pertinent documentation per funding requirements. Send consultant information and data needed to prepare field note records.
- e. Monitor, collect, and document all TCS reports. Monitor certified TCS onsite.
- f. Establish communication with adjacent property owners and utility companies. Respond to questions from various stakeholders during the course of the project, particularly those visiting the construction site.
- g. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized by date and include location.

- h. Record Drawings – Maintain an Inspector set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by the Inspector.
- i. Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor.
- j. At substantial completion, coordinate with the Agency and prepare a punch list of items to be completed or corrected.
- k. Coordinate final walk-thru of the project with the Agency, WSDOT Local Programs, Contractor, and Project Manager prior to recommending project acceptance.
- l. Coordinate material and compaction testing.

21. Material Testing (Krazan & Associates)

Krazan & Associates will perform material and compaction testing services for the project including the following:

Soil Compaction Testing – The inspector will periodically observe and monitor placement and compaction of all structural fills during mass grading of site/in building pad/pavement areas and in utility trenches. In-place soil densities and moisture contents will be measured using a nuclear densometer to check for compliance with the compaction specifications. Representative samples of the fill soils will be collected for laboratory testing. Samples of on-site and import fill soils will be tested in accordance with ASTM D1557 (Modified Proctor) to determine the maximum compacted unit weight and optimum soil moisture content for use in compaction testing. Additional testing of the soils samples to confirm compliance with the required physical properties may include: Sieve Analysis (coarse and fine); Atterberg Limits; Hydrometer; Sand Equivalent; CBR; Organic Content. Specific tests that are anticipated to be performed are listed in the Budget Estimate.

Structural Reinforced Concrete Inspection – The inspector will monitor placement of cast in place concrete to verify adherence to project specifications. Each load, as required, will be checked for

proper mix design and adherence to slump requirements. Air content testing is available upon request. Concrete specimens will be cast, transported, and cured as per applicable ASTM requirements. Five cylinders will be cast for each 150 cubic yards of each separate mix design of concrete, or fraction being placed each day.

Asphalt Compaction Testing – The inspector will continuously witness placement of hot mixed asphaltic concrete to verify adherence to project specifications for each type of asphalt used. The inspector will record ambient and asphalt temperature and results of in place compaction testing using a nuclear densometer. Samples of the asphaltic concrete will be taken every 400 tons of asphalt placed or at least one sample per day for laboratory testing. Laboratory testing will include maximum theoretical density (rice value) and extraction/gradation. Additional laboratory services are available upon request. If request, three cores will be taken after final pavement for pavement thickness evaluation.

Report Preparation – Krazan will process both field and laboratory data. A copy of each report will be emailed on a weekly basis, as a minimum. As required by the ICC, reports will be distributed to the client, the project architect or engineer and to the building official or as directed by the client. Our inspectors will provide immediate verbal notification of field tests and inspection results to your designated on-site representative and the contractor. The inspector will prepare a written report after each inspection prior to leaving the site. Final reports of field inspections and laboratory analysis will be reviewed by the Krazan project manager before subsequent submittal to the project team members.

Project Management – The project manager assigned to this project will track inspection data and costs and provide the project design team with status reports when requested. The project manager will oversee and direct all phases of inspections and supervise and direct all Krazan personnel associated with this project.

ANTICIPATED BUDGET - TESTING & INSPECTION SERVICES
Rigney Road Non-Motorized Improvements
Rigney Road: Steilacoom Blvd to Lexington Street
Steilacoom, Washington

Site Inspections				
DESCRIPTION	VISITS	UNITS	RATE	COST
Soil/Asphalt/Concrete Field Technician	20	80 hours	\$80.00	\$6,400.00
Gravel Borrow				
Proctor Analysis		1 each	\$250.00	\$250.00
Gradation Analysis		1 each	\$150.00	\$150.00
Sand Equivalent Analysis		1 each	\$150.00	\$150.00
Fracture Face Analysis		1 each	\$150.00	\$150.00
CSBC / CSTC				
Proctor Analysis		2 each	\$250.00	\$500.00
Gradation Analysis		2 each	\$150.00	\$300.00
Sand Equivalent Analysis		2 each	\$150.00	\$300.00
Fracture Face Analysis		2 each	\$150.00	\$300.00
Trench Backfill				
Proctor Analysis		1 each	\$250.00	\$250.00
Gradation Analysis		1 each	\$150.00	\$150.00
Sand Equivalent Analysis		1 each	\$150.00	\$150.00
Fracture Face Analysis		1 each	\$150.00	\$150.00
Asphalt				
Asphalt Rice Density Analysis		1 each	\$200.00	\$200.00
Asphalt Extraction/Gradation Analysis		1 each	\$400.00	\$400.00
Asphalt Aggregate Sand Equivalent		1 each	\$150.00	\$150.00
Asphalt Aggregate Fracture Face		1 each	\$150.00	\$150.00
Concrete				
Concrete Compression Samples		30 each	\$35.00	\$1,050.00
Compression Sample Pickup		6 each	\$75.00	\$450.00
Administrative				
Trip Charge (associated mileage)		20 each	\$60.00	\$1,200.00
Project Management (0.5 hrs/visit)		10 hours	\$110.00	\$1,100.00
TOTAL				\$13,900.00

22. Project Closeout Services
 - a. Prepare final payment form for Agency approving and processing.
 - b. Prepare letters of substantial, physical, and final completion.
 - c. Assist the Agency in closing out the project, prepare Notice of Completion Form and Final Contract Voucher.
 - d. Participate in one WSDOT project documentation reviews.
 - e. Prepare materials certification form per LAG requirements.

- f. Provide project files to the Agency. Compile and convey final project records, transferring to Agency for archiving at final acceptance of the Project. Records will consist of hard copy originals and electronic records USB drive.
- g. Prepare record drawings from Contractor prepared redline drawings.

Deliverables:

- Final process payment form.
- Project materials Certification Checklist LAG Appendix 52.104 with the completion letter.
- Final records – hard copy and electronic – deliver to Agency within 2 weeks of project completion.
- Record Drawings – deliver to Agency within 4 weeks after the deliverable of the conform set of redline contract plans.

DBE Participation

DBE Breakdown

Maximum Payable Amount - \$0.00

DBE Participation - 0%

DBE Goal - 0%

Exhibit D-5: Prime Consultant Cost Computation

Project Name: Chrisella Road East Safety Improvements - Supplement No 5
Contract Name Fed. Aid # HSIPE-3209007
Consultant: Gray & Osborne, Inc.
Date: Monday, October 16, 2023

Employee	Tani Stafford		Brian Bollen		Max Nelson		Charlie Williamson		Mark Nagel		Brian Schulkin		Rick Bond Professional Land		Zack Leibowitz		Ron Albrecht		Brian Sourwine		Totals
Function/Title	Principal/PM		Civil Engineer		Engineer in Training		Resident Inspector		Technician		Surveyor		Surveyor		Surveyor		Surveyor		Principal		
Employee Rate	\$69.50		\$47.50		\$35.00		\$42.50		\$34.50		\$49.00		\$58.75		\$39.50		\$43.50		\$68.00		
Project Rate	\$216.74		\$148.13		\$109.15		\$132.54		\$107.59		\$152.81		\$183.22		\$123.18		\$135.66		\$212.06		
Task	hrs		hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$	
16 Project Management - Construction Phase	20	\$4,334.85	8	\$1,185.07	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$848.26	\$6,368.18
17 Preconstruction Services	32	\$6,935.77	24	\$3,555.20	18	\$1,964.72	0	\$0.00	4	\$430.37	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$12,886.06
18 Puget Sound Energy pole relocation staking	4	\$866.97	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$1,222.49	8	\$1,465.74	16	\$1,970.96	16	\$2,170.55	0	\$0.00	\$7,696.70
19 Contract Administration	90	\$19,506.84	180	\$26,664.03	180	\$19,647.18	0	\$0.00	24	\$2,582.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$68,400.25
20 Field Inspection	0	\$0.00	0	\$0.00	24	\$2,619.62	696	\$92,248.19	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$94,867.81
21 Materials Testing *	16	\$3,467.88	12	\$1,777.60	12	\$1,309.81	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$6,555.30
22. Project Closeout Services	24	\$5,201.82	36	\$5,332.81	36	\$3,929.44	8	\$1,060.32	24	\$2,582.20	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$18,106.59
Hourly Subtotals	186	\$40,314.14	260	\$38,514.71	270	\$29,470.77	704	\$93,308.51	52	\$5,594.77	8	\$1,222.49	8	\$1,465.74	16	\$1,970.96	16	\$2,170.55	4	\$848.26	\$214,880.90
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Hourly Totals	186	\$40,314.14	260	\$38,514.71	270	\$29,470.77	704	\$93,308.51	52	\$5,594.77	8	\$1,222.49	8	\$1,465.74	16	\$1,970.96	16	\$2,170.55	4	\$848.26	\$214,880.90

Fee	0.300	\$20,670.90
Overhead	1.8186	\$125,307.00

Actuals not to exceed Table		
Labor	\$214,880.90	\$68,903.00
Subconsultants		
Krazan & Associates *	\$13,900.00	
Direct Expenses	\$4,843.80	
Total Supplement No 5	\$233,624.70	



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 16, 2023

Gray & Osborne, Inc.
1130 Rainier Avenue South, #300
Seattle, WA 98144

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Melissa Drysdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 181.86% of direct labor (rate includes 0.21 % Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Aug 17, 2023 15:16 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

The following subconsultants are added to the project:

Krazan & Associates - \$13,900

Exhibit E-5: Subconsultant Cost Computation

Project Name: Chrisella Road East Safety Improvements - Supplement No 5
Contract Name Fed. Aid # HSIPE-3209007
Subconsultant: Krazan and Associates, Inc.
Date: Thursday, September 14, 2023

Employee					Totals
Function/Title	Project Manager		Soils/Asphalt/Concrete Tech		
Employee Rate	\$40.68		\$29.59		
Project Rate	\$110.00		\$80.00		
Task	hrs		hrs	\$	
21 Materials Testing	10	\$1,100.00	80	\$6,400.00	\$7,500.00
Direct Hourly Subtotals		\$406.80		\$2,366.86	\$2,773.67
Hourly Subtotals	10	\$1,100.00	80	\$6,400.00	\$7,500.00
					\$0.00
Hourly Totals	10	\$1,100.00	80	\$6,400.00	\$7,500.00

Fee	0.300
Overhead	1.4040

Actuals not to exceed Table

Labor	\$7,500.00
Direct Expenses (Lab Tests and Mileage)	\$6,400.00
Total Supplement No 5	\$13,900.00



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 1, 2023

Krazan & Associates, Inc.
215 West Dakota Avenue
Clovis, CA 93612

Subject: Acceptance FYE 2021 ICR – Risk Assessment Review

Dear Jodi Ragsdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 140.04%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Jun 2, 2023 06:37 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO



City Of Edgewood Council Agenda Summary Sheet

Subject: Prologis Park Pavement Analysis – HWA GeoSciences Contract	Agenda Item #: 2.I
	For Agenda of: 11/7/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION 23-0xxx 2. Professional Services Contract	
Approval of Materials: Jeremy Metzler Dave Gray 11/2/2023 Daryl Eidingen 11/2/2023	Expenditure Required: \$45,630
	Amount Budgeted: N/A (Pass-Through Expense)
	Timeline: 11/07/2023 SS 11/14/2023 RCM

Summary Statement:

The proposed industrial development known as "Prologis Park" is currently in the State Environmental Policy Act (SEPA) Environmental Impact Study (EIS) process. The City is preparing a Draft EIS for public issuance to the citizens, tribes, agencies with jurisdiction, and interested parties that will analyze the information provided by the applicant, potential environmental impacts, comments received, and three (3) project alternatives for #1 As Proposed, #2 Reduced Impact, and #3 No Action. Amongst the different elements of the environment that will be studied (ex. land, air, water), the analysis includes review of potential impacts to transportation infrastructure within the City of Puyallup, as the only access to the proposed development is via Valley Avenue East, outside the City of Edgewood. Of particular concern to Puyallup is the existing condition and remaining serviceable life of Valley Avenue East between Freeman Road and Meridian Avenue, so they have requested a pavement analysis as part of the project's environmental review.

On October 2, 2023, staff requested the assistance of its on-call geotechnical engineering consultants to perform the pavement analysis requested by the City of Puyallup, to which both consultants declined. Staff then reviewed the MRSC Small Works Roster, selected HWA GeoSciences as the best qualified firm to perform the requested work, and requested their assistance with this task. Following negotiation and coordination with other stakeholders, the work proposed exceeds the \$15,000 threshold requiring City Council approval, so staff presents the attached contract and scope for Council's consideration. This has been reviewed with the project proponent and they have authorized the work to proceed.

General Project Background:

Prologis LP (the applicant) proposed to construct up to 1,065,000 square feet (sf) of High-Cube Fulfillment Center Warehouse and/or Industrial Park in up to four (4) buildings on approximately 87.73 acres with associated site improvements (roads, utilities, parking, stormwater facilities). Access to the site is proposed via Valley Avenue East (Puyallup) at 42nd Street Court East, with a new public roadway being proposed through

the development. Environmentally critical area impacts to Wapato and Simons Creeks and associated wetlands and wetland buffers are expected. Sewer and watermain extensions are proposed to service the proposed development.

Visit cityofedgewood.org/387 for more information regarding this project and to stay up-to-date on its progress.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Prologis Park Pavement Analysis – HWA GeoSciences Contract

Fiscal Note/Consideration:

This is a pass-through expense, with the entire cost to be paid for by the project proponent.

RESOLUTION NO. 23-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH HWA GEOSCIENCES, INC. FOR PAVEMENT ANALYSIS ASSOCIATED WITH PROLOGIS PARK PROJECT.

WHEREAS, as a requirement under the State Environmental Policy Act (SEPA) process for an Environmental Impact Study (EIS), the City must evaluate the environmental impacts associated with a proposed industrial development known as Prologis Park under City file number 21-1031 (hereafter “the Project”); and

WHEREAS, to ensure compliance with the required SEPA review and analysis, the City requires the services and expertise of an outside consultant; and

WHEREAS, HWA GeoSciences, Inc. will assist the City and it’s on-call consultant, Transpo Group, with developing the transportation portion of the EIS by providing pavement analysis of Valley Avenue, located within and as requested by the City of Puyallup; and

WHEREAS, the scope of work presented by HWA GeoSciences, Inc. has an estimated cost of \$45,630.00, which will be passed-through to the Project proponent, Prologis; and

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute a contract for services with HWA GeoSciences, Inc. for pavement analysis associated with the SEPA EIS for the Project as set forth in the Agreement and scope of work attached hereto and incorporated herein as Exhibit A.

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

ADOPTED THIS 14TH DAY OF NOVEMBER, 2023

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Professional Services Contract

DRAFT

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 14th day of November, 2023, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eidinger Phone: 253-952-3299

and HWA GeoSciences Inc., a corporation organized under the laws of the State of Washington, doing business at:

HWA GEOSCIENCES, INC. (hereinafter the “CONSULTANT”)
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Contact: Bryan Hawkins, P.E. Phone: (425) 774-0106 ext. 245

for professional services in connection with the following Project:

ProLogis DEIS – Pavement Analysis

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work. Consultant shall perform the services described in the scope of work at a reasonable pace in accordance with the Terms described below. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. Terms. This Agreement shall commence on November 15, 2023, (“Commencement Date”) and shall terminate on February 29, 2024 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$45,630.00, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement 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 the Consultant. The Consultant 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.

C. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's

reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

D. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification / Hold Harmless. Consultant 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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 Consultant and the City, its

officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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 Agreement.

13. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described 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 independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

The Consultant 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.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

D. City Full Availability of Consultant Limits

If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

E. Other Insurance Provisions

The Consultant's Automobile Liability and Commercial General Liability 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 Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation.

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

I. Failure to Maintain Insurance.

Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

City of Edgewood
Attn: Jeremy Metzler, P.E.
2224 - 104th Ave E
Edgewood, WA 98372

Phone: 253-952-3299
Email: jeremy@cityofedgewood.org

HWA GeoSciences, Inc.
Attn: Bryan Hawkins, P.E.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Phone: 425-774-0106 ext. 245
Email: bhawkins@hwageo.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained 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 in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the

City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____

Daryl Eidinger

Mayor

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____

Rachel Pitzel, CMC

City Clerk

APPROVED AS TO FORM:

By: _____

Ann Marie J. Soto

City Attorney

Exhibit A

Project Cost Estimate
ProLogis DEIS Pavement Analysis
Puyallup, Washington
Prepared for City of Edgewood



HWA Ref: 2023-184
Date: 23-Oct-23
Prepared by: BKH

Project Alignment: Valley Avenue E, from Freeman Road E to Meridian Avenue E (SR 167) Puyallup, WA.

Scope of Work

Coordinate with Client to schedule and arrange fieldwork.

Prepare Right of Way (ROW) use permit and Temporary Traffic Control Plans (TCP) and submit to City of Puyallup for approval.

Perform a visual assessment of the pavement condition and mark locations of 12 pavement cores, 3 cores per travel lane. Submit utility locate request.

Perform 6-inch diameter pavement coring at 12 locations. Excavations will be made through core holes to depths of up to 2 feet to assess subgrade conditions.

Pavement cores will be backfilled with compacted soils from excavation and patched with Aquaphalt 6.0 patching material matching existing pavement thickness.

Prepare photographic logs of pavement cores.

Perform Falling Weight Deflectometer (FWD) testing along each travel lane of Valley Ave E/NW, 1.6 miles in each direction for a total of 6.4 miles of testing.

FWD test spacing will be approximately 100 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.

Analyze FWD data and prepare charts presenting the results of FWD testing, including FWD deflections, backcalculated resilient modulus of subgrade, and estimated AASHTO SN using the YONAPAVE method.

Prepare 'heat maps' of FWD deflections and subgrade resilient modulus values.

Perform pavement engineering analysis using traffic data provided by the client.

Prepare a report presenting the results of pavement coring, FWD deflection data, backcalculated subgrade resilient moduli, and estimated existing AASHTON SN.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2023 BILLING RATES									TOTAL HOURS	TOTAL AMOUNT
	Prin. IX	Geol. VIII	Engr. VIII	Engr. IV	Geol. IV	Geol. III	Admin	CAD	Contracts		
	\$342.00	\$288.00	\$300.00	\$169.00	\$156.00	\$105.00	\$112.00	\$110.00	\$155.00		
Project Setup / Coordination			2						2	4	\$910
Prepare ROW Permit & TCPs / Submit to City of Puyallup					2	4				6	\$732
Visual Assessment / Mark Pavement Cores / Arrange Locates			8		8					16	\$3,648
Perform FWD Testing (1 Day of Testing)					10					10	\$1,560
Perform Pavement Coring / Handholes at 12 Locations					26	26				52	\$6,786
Prepare Photographic Pavement Core Logs			2		2	6				10	\$1,542
FWD Analyses / Generate Charts			8		16					24	\$4,896
Pavement Engineering Analysis			8							8	\$2,400
Prepare Letter Report			12		16	4		4		36	\$6,956
Consultation / Project Management			4							4	\$1,200
TOTAL LABOR COSTS	0	0	44	0	80	40	0	4	2	170	\$30,630

LABORATORY TEST SUMMARY:

Test	Est. No.		Unit	Total
	Tests		Cost	Cost
Grain Size Distribution	0		\$130	\$0
Atterberg Limits	0		\$250	\$0

LABORATORY TOTAL: \$0

ESTIMATED DIRECT EXPENSES:

Mileage IRS Rate	\$450
FWD Rate (\$1000/hour)	\$6,000
Pavement Core Charge (\$75/core)	\$900
Temporary Traffic Control Plans	\$2,400
Temporary Traffic Control	\$5,250
TOTAL DIRECT EXPENSES:	\$15,000

PROJECT TOTALS AND SUMMARY:

Total Labor	\$30,630
Direct Expenses	\$15,000
GRAND TOTAL:	\$45,630

Notes/Assumptions

1. All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
2. Hot Mix Asphalt patching of pavement cores will not be required.
3. All work will be completed during regular business hours.



City Of Edgewood Council Agenda Summary Sheet

Subject: Becker SP - Bond Work Project Contract	Agenda Item #: 2.J
	For Agenda of: 11/7/2023
	Prepared by: Chuck Hendricksen
Attachments (list): 1. RESOLUTION 23.0xxx 2. Public Works Contract-Becker	
Approval of Materials: Chuck Hendricksen Daryl Eidingen 11/2/2023	Expenditure Required: \$22,750.00
	Amount Budgeted: \$30,000 (Developer Bond)
	Timeline: 11/07/2023 SS 11/14/2023 RCM

Summary Statement:

The Becker Short Plat was recorded under AFN 202007275004, with required on-site walkway improvements being bonded for. After not completing the work as agreed, staff called the developer's bond earlier this year, and the developer's surety has made the bond's full value available to the City to complete the required work.

Using the Limited Public Works procurement process, the City obtained three (3) bids from contractors to perform the required work, with the final bid being received on November 11, 2023. After all bids were received, City staff reviewed and determined that the lowest responsive and responsible bidder was Mega Technologies Inc., based on its total bid of \$22,750.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Becker SP - Bond Work Project Contract

Fiscal Note/Consideration:

The City has received the \$30,000 from the developer's surety for this work, and the selected bid amount of \$22,750 is less than that. Any surplus funds will be returned to the surety upon completion and release of any retainage for the work.

RESOLUTION NO. 23-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AWARDING THE CONTRACT FOR THE BECKER
SHORT PLAT BOND WORK PROJECT TO MEGA
TECHNOLOGIES, INC.**

WHEREAS, The Becker Short Plat was recorded under AFN 202007275004, with required on-site walkway improvements being bonded for by the developer; and

WHEREAS, after not completing the work as agreed, staff called the developer's bond earlier this year, and the developer's surety has made the bond's full value available to the City to complete the required work; and

WHEREAS, the City used the Limited Public Works process to obtain three (3) bids from contractors to perform the required work, with final bid being received on November 11, 2023; and

WHEREAS, after all bids were received, City staff reviewed and determined that the lowest responsive and responsible bidder was Mega Technologies Inc., based on its total bid of \$22,750.00; and

WHEREAS, the City Council considered staff's recommendation during its study session of November 7, 2023 and regular Council meeting of November 14, 2023, and determined that the contract for the Becker Short Plat Bond Work should be awarded to Mega Technologies Inc.;

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 Mega Technologies Inc. for the Becker Short Plat Bond Work. 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 14TH DAY OF NOVEMBER, 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 Mega Technologies Inc. (“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 this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City (“the Project”), generally described as:

BECKER SHORT PLAT PEDESTRIAN IMPROVEMENTS – 41st STREET COURT EAST AND CALDWELL ROAD EAST, to include furnishing all labor, materials and equipment necessary for the construction of pedestrian and drainage improvements along 41st Street Court East to the intersection with Caldwell Road East, as depicted on the approved plans prepared by Leroy Surveyors and Engineers dated January 16, 2020.
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:

Mega Technologies Inc.
Address: 29643 126th Avenue SE
Auburn, WA 98092
Contact: Andy Leskovets
Phone: _____
Email: emaga234@gmail.com
Tax ID #: 603-328590

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 20 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 and may be modified as mutually agreed through Change Order, as described in Section 10, below.

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
 - 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 7:00 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.

- (10) 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.

- (11) 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.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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.

- (16) 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.
- (17) 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 \$22,750.00 plus all applicable taxes.
 - ☐ Unit prices set forth in the Contractor's proposal; not to exceed _____ 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.

On contracts of one hundred fifty thousand dollars or less, at the option of the contractor or the general contractor/construction manager as defined in RCW 39.10.210, the City may, in lieu of the bond, retain ten percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits shall be the first priority for any actions filed against retainage held by the City.

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.

In the alternative to submitting the 5% retainage as set forth in this Section 9, Contractor may opt to submit a retainage bond from an authorized surety insurer with a minimum A.M. Best financial strength rating so long as that minimum rating does not exceed A- in accordance with RCW 60.28.011(6). This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Such retainage bond must be approved by the City Attorney.

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 125% 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 June 30, 2024, 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; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

- 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.
- 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.
- 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.

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

CONTRACTOR

By: _____

By: _____

Print name: Daryl Eidingen

Print name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Ann Marie J. Soto, City Attorney

Attachments

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ (*Corporate Officer (Not Contract Signer)*) certify that I am the _____ (*Corporate Title*) of the corporation named as Contractor in the Contract attached hereto; that _____, (*Contract Signer*) who signed said Contract on behalf of Contractor, was then _____ (*Corporate Title*) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Officer Signature (*not Contract Signer*)

Print Name

Title

State of _____

County of _____

_____, (*Corporate Officer (not Contract Signer)*) being duly sworn, deposes and says that he/she is _____ (*Corporate Title*) of _____ (*Name of Corporation*).

Subscribed and sworn to before me this _____ day of _____,
20_____.

Notary Public (Signature)

Notary Public (Print)
My commission expires _____



City Of Edgewood Council Agenda Summary Sheet

Subject: Wolf Point Trail - Design Contract	Agenda Item #: 2.K
	For Agenda of: 11/7/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION 23-0xxx 2. Professional Services Contract	
Approval of Materials: Jeremy Metzler Dave Gray 11/2/2023 Daryl Eidingen 11/2/2023	Expenditure Required: \$33,000
	Amount Budgeted: \$450,000 (2023 CIP Project P-9)
	Timeline: 11/07/2023 SS 11/14/2023 RCM

Summary Statement:

The Capital Improvement Plan (CIP) contains Project P-9, the Wolf Point Passive Recreation Trail. As described therein, this project will “construct a trail through the plat between 36th St E and the southern City limits.” At this time, the City is seeking a consultant to assist with 30% Preliminary engineering of said trail through the Wolf Point Subdivision, including but not limited to survey data collection and design / drafting.

On October 11, 2023, staff reviewed the MRSC Small Works Roster for qualified consultants, selected Contour Engineering, LLC as the best qualified firm to perform the work, and solicited scope and budget to complete the 30% Preliminary Engineering Design. Following negotiations, the solicited work exceeds the \$15,000 threshold requiring City Council approval, so staff presents the attached draft resolution, contract and scope for Council's consideration.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Wolf Point Trail - Design Contract

Fiscal Note/Consideration:

This project is programmed to be funded fully by Park Impact Fees.

RESOLUTION NO. 23-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
FOR SERVICES WITH CONTOUR ENGINEERING, LLC,
FOR PRELIMINARY ENGINEERING DESIGN ON THE
WOLF POINT PASSIVE RECREATION TRAIL PROJECT.**

WHEREAS, the City's Capital Improvement Plan (CIP) contains Project P-9, the Wolf Point Passive Recreation Trail (hereafter "the Project"); and

WHEREAS, this project will "construct a trail through the (Wolf Point Subdivision) between 36th St E and the southern City limits"; and

WHEREAS, the City is seeking a consultant to assist with 30% Preliminary Engineering for the Project, including but not limited to survey data collection and design / drafting; and

WHEREAS, on October 11, 2023, staff reviewed the MRSC Small Works Roster for qualified consultants and selected Contour Engineering, LLC as the best qualified firm; and

WHEREAS, the scope of work presented by Contour Engineering, LLC has an estimated cost of \$33,000.00, which is programmed to be paid for using Park Impact Fees;

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute a contract for services with Contour Engineering, LLC for 30% Preliminary Engineering for the Project as set forth in the Agreement and scope of work attached hereto and incorporated herein as Exhibit A.

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

ADOPTED THIS 14TH DAY OF NOVEMBER, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Professional Services Contract

DRAFT

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 14th day of November, 2023, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eidinger Phone: (253) 952-3299

and Contour Engineering, LLC, a limited-liability corporation organized under the laws of the State of Washington, doing business at:

CONTOUR ENGINEERING, LLC (hereinafter the “CONSULTANT”)
4706 97th St, Suite 100
Gig Harbor, WA 98332

Contact: Brett Allen, P.E. Phone: (253) 857-5454

for professional services in connection with the following Project:

Wolf Point Trail – Topographic Survey and Preliminary Design

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. **Schedule of Work.** Consultant shall perform the services described in the scope of work at a reasonable pace in accordance with the Terms described below. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. **Terms.** This Agreement shall commence on November 15, 2023, (“Commencement Date”) and shall terminate on June 30, 2024 unless extended or terminated in writing as provided herein.

Revised 03/2023

4. Compensation.

- ☒ LUMP SUM. Compensation for these services shall be a Lump Sum of \$33,000.00, which includes all applicable tax.
- ☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$_____, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement 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 the Consultant. The Consultant 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.

C. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's

reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

D. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification / Hold Harmless. Consultant 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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 Consultant and the City, its

officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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 Agreement.

13. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described 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 independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

The Consultant 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.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

D. City Full Availability of Consultant Limits

If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

E. Other Insurance Provisions

The Consultant's Automobile Liability and Commercial General Liability 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 Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation.

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

I. Failure to Maintain Insurance.

Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

City of Edgewood
Attn: Jeremy Metzler, P.E.
2224 - 104th Ave E
Edgewood, WA 98372

Phone: (253) 952-3299
Email: jeremy@cityofedgewood.org

Contour Engineering, LLC
Attn: Brett Allen, P.E.
4706 97th St, Suite 100
Gig Harbor, WA 98332

Phone: (253) 857-5454
Email: brett.allen@contourengineeringllc.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained 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 in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the

City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____

Daryl Eiding
Mayor

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____

Ann Marie J. Soto
City Attorney



Engineer/Surveyor: Contour Engineering LLC
Brett Allen, PE
(253) 857-5454 -- phone
Brett.Allen@contourengineeringllc.com

Date of Agreement: *October 25, 2023*

For the following Project:

Project: 23-190 Wolf Point Recreation Trail

Thank you for the opportunity to provide you with this quotation. The scope that we have anticipated and the fees, are as follows for the Geotechnical Services requested:

PROJECT SUMMARY:

The project is proposing to construct a trail through the Wolf Point Plat between 36th St E and the southern City limits. This proposal is for surveying, land planning, and civil engineering services for the development of the property following the City of Edgewood's permitting process. Contour will assist in the preparation of the 30% Preliminary Engineering task of the trail.

PROJECT PARAMETERS

1. The objective or use is: **Surveying, Land Planning, and Civil Engineering services for the development of the property.**
2. The Physical parameters are: **Wolf Point Plat, Edgewood, Washington**

SCOPE OF WORK AND SERVICES: SURVEYING, LAND PLANNING AND CIVIL ENGINEERING

Note: At the date of this proposal, there are still several unknowns on the project that might affect the outlined Scope of Work and associated budgets. If this occurs, we will contact the Client to discuss accordingly.

Contract Type: Fixed Fee (Survey Task 1 and Civil Task 1)
--

* Estimate expires 60 days after date of above.

Survey Task Work

ST 1 – Boundary and Design Level Topographic Survey----- \$18,500

Civil Task Work

CT 1 – Preliminary Engineering & Land Planning ----- \$14,500

Notes:

Additional tasks, request for additional task budget and adjustments/revisions to tasks or Scope of Work will be presented to Client for approval utilizing this contract as the base document. No work/time will be applied to additional tasks, adjusted/revised tasks or Scope of Work, or request for additional budget until authorization is received from Client.

SEE ATTACHMENT A – SCOPE OF WORK, TYPICAL EXCLUSIONS AND CONTRACT NOTES

We believe this covers the scope of services you will need from us to develop the project. If you have any questions or need further information, please give me a call.

Respectfully,

Brett Allen, PE
Managing Member/Project Engineer
Contour Engineering, LLC

COMPENSATION

1. For Contour Engineering LLC services, compensation shall be computed as follows:

Principal Engineer hourly rate:	\$ 165 / hr
Principal Project Engineer hourly rate:	\$ 155 / hr
Principal Professional Surveyor hourly rate:	\$ 155 / hr
Project Engineering (I – III) hourly rate:	\$ 115 – 135 / hr
Project Surveyor (I – III) / Project Planner (I – III) hourly rate:	\$ 110 – 145 / hr
Design Engineer (I – III)/Surveyor Technician (I – III) / Planner (I – III) hourly rate:	\$ 85 – 115 / hr
Permit Specialist hourly rate:	\$ 70 / hr
Survey Field Crew hourly rate (Non-Prevailing):	\$ 185 / hr
Survey Field Crew 3-Person hourly rate (Non-Prevailing):	\$ 215 / hr
Survey UAV Drone Mapping	\$ 400 / hr
Administrative Assistant hourly rate:	\$ 55 / hr
Court/Hearing Testimony / Expert Witness hourly rate:	\$ 250 / hr + expenses

Note: Hourly rates for Time and Expense projects are subject to yearly increase. Client will be notified prior to any rate changes.

2. Fees generated on project will be on a 'Time and Expense' basis. The general liability of Contour will be \$10,000 or the actual current fees collected by Contour for the project – whichever is less.
3. For Reimbursable Expenses as described in Paragraph 8 and any other items, the compensation shall be computed as a multiple of (1.15) times the expenses incurred by Contour, and its employees and consultants, if contracted and/or paid by Contour.
4. Other Reimbursable Expenses that compensation shall be computed as a multiple of (1.00) times the expense incurred by Contour, and its employees and consultants, if contracted and/or paid by Contour, if any, are as follows:
 - Automobile mileage (current IRS rate)
 - Parking and toll fees
5. An initial **non-refundable payment of zero dollars (\$0.00)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement; it shall be credited to the Client's account for the final payment of the contract amount. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.
6. Payments are due and payable ON THE TENTH (10th) OF THE MONTH or ten days from the date of the Engineer's invoice.
7. Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Contour statement of services. No deductions shall be made from the Contour compensation on account of penalty, liquidated damage or other sums including retainage withheld from payments to Client and/or contractors, or on account of the cost of changes in the Work other than those for which Contour has been adjudged to be liable.
8. Reimbursable Expenses are in addition to compensation for the Contour services and include reasonable expenses incurred by Contour and its employees and consultants directly related to the Project, as identified in the following Clauses:
 - 8.1 Transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;

- 8.2 Fees paid for securing approval of authorities having Jurisdiction over the Project;
 - 8.3 Reproductions, CAD and survey plots, standard form documents, postage, handling and delivery of Instruments of Service; at commercial reasonable rates.
 - 8.4 Expense of overtime work requiring higher than regular rates if authorized in advance by the Client;
 - 8.5 Renderings, models and mock-ups requested by the Client;
 - 8.6 Expense of professional liability insurance dedicated exclusively to this Project of the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by Contour and it's consultants;
 - 8.7 Reimbursable expenses as designated in Paragraphs 3 and 4;
 - 8.8 Other similar direct Project related expenditures.
- 9. Records of Reimbursable Expenses or expenses pertaining to a Change in Services, and of services performed on the basis of hourly shall be available to the Client or the Client's authorized representative at mutually convenient times.
 - 10. This contract is based on a cash price. If owner prefers to utilize credit card, a credit price will be established. Credit payments are not authorized for this account without prior approval and agreements.
 - 11. If the Client fails to make payments to CE LLC in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at CE LLC option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, CE LLC shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, CE LLC shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of CE LLC services.
 - 12. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
 - 13. Accounts not current within 60 days of invoice will be assessed a 12% annual finance charge. Contour reserves the right to cancel contract if Client is more than 90 days out on any invoice and 60 days out on a successive invoice. Contour also will assess a lien on all properties involved in this contract if Client is more than 90 days in arrears on any invoice.



PO Box 949, Gig Harbor, WA 98335

Phone: 253.857.5454

Fax: 253.509.0044

Attachment A

Scope of Work, Typical Exclusions and Contract Notes

SCOPE OF WORK AND SERVICES: SURVEYING, LAND PLANNING AND CIVIL ENGINEERING

Note: At the date of this proposal, there are still several unknowns on the project that might affect the outlined Scope of Work and associated budgets. If this occurs, we will contact the Client to discuss accordingly.

Contract Type:	Fixed Fee (Survey Task 1 and Civil Task 1)
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Survey Task Work

ST 1 – Boundary and Design Level Topographic Survey

Civil Task Work

CT 1 – Preliminary Engineering and Civil Construction Documents (30% DD)

SCOPE OF WORK

SURVEY/CIVIL ENGINEERING TASKS

Survey Task 1 – Boundary and Design Level Topographic Survey

We will prepare a boundary and design level topographic survey of the portion of the property per discussions with the client and the attached scope map. This survey map will show improvements on the property and provide contours of a minimum of 2-foot intervals across the site. This topography will include a minimum of 25-foot overlap onto adjacent properties, if feasible. Substantial, visible improvements such as driveways, fences, structures etc. will be shown. We will locate above ground evidence of utility serving or existing on the property as evidenced by on site observation. The survey information will be collected on the local datum for the site. A UAV drone flight will be accomplished for the project area using both photogrammetry and lidar collection methods. The drone flights will be tied to local ground control and terrestrial based scans to provide a complete picture of the current site conditions. See attached scope map.

This scope excludes any work to rectify any incorrect boundary work by others accomplished on the subject properties. It is noted that there is a possible boundary issue on one of the platted properties by others that the City owns. If it is determined that the City needs clarification of this by Contour, an additional services and budget proposal can be prepared.

CIVIL ENGINEERING TASKS

Civil Task 1 – Preliminary Engineering and Civil Construction Documents (30% DD)

This scope will include the following:

1. Prepare base drawing using available information such as survey completed in Survey Task 1, site layout from City Staff, County GIS, As-builts, etc.
2. Attend a site visit meeting with City Staff to determine scope of site plan and possible issues to be worked out prior to proceeding with any building plan.
3. Prepare Preliminary Site Plan meeting current to City of Edgewood request for the path.
4. For this initial task, conceptual storm drainage or utilities will be shown for coordination.
5. This task budget estimate includes coordination and attendance of meetings (including drive time). We will also coordinate with Client, City Staff, and other members of the project team as needed.
6. This initial task and Scope of Work does not include anything beyond the 30% Preliminary Path Site Plan and associated Pre-application Meeting such as Land Use and Land Planning, Surveying, or Engineering services. A summary of the permitting process and initial cost estimate will be provided to City of Edgewood for the purposes of this proposal.
7. This Scope of Work and associated budget estimate was prepared with the information provided, experience on similar projects, and that outlined within the Typical Exclusions, Assumptions and Contract Notes section below. If additional information is determined or presented that effects the outlined Scope of Work, we will notify the Client to discuss.

TYPICAL EXCLUSIONS AND CONTRACT NOTES

Unless specifically addressed in the contract above, the following applies:

- Contour Engineering, LLC can provide proposals for other consultant services if needed such as Landscape Architecture. These services are not included in this contract and will be contracted separately unless one contract is desired by the Client. If one contract is desired, then a 15% administration fee will be added above the attached contract amounts.
- All Out of Scope items will be tracked as a subtask and the Client will be notified if this occurs.
- A Title Report or Subdivision guarantee will be provided by the Client for the Preliminary and Final Plat applications.
- Additional sub-consultant services for the civil engineering design may be required and are not included in the fees herein. It is assumed that the Client will retain any sub-consultants required to complete the civil design process.
- Other required plans such as lighting, wetland delineation, wetland mitigation, landscape plans, building plans, fire sprinkler systems, and structural will be provided by others.
- Assumes that no off-site frontage, roadway, channelization, signalization, or right-of-way improvements will be required, except for as noted in the Scope of Work.
- Plan revisions due to Client comments may incur additional Time and Expense to the project. Ownership will be notified if this occurs.
- All permit and application fees are excluded from this contract.
- Any structures/retaining walls requiring building permits will be designed and coordinated by others, unless otherwise noted in this contract, and design costs are excluded from this contract unless otherwise noted
- Assumes that no utility main extensions will be required and are therefore excluded from these services.
- This scope of work assumes no pumping of stormwater will be required and is therefore excluded
- Assumes water services are available at the roadway connection point, no off-site water main extensions or booster pump systems will be required
- Dry utilities will be coordinated by the Client and/or their designated representative/Contractor. Contour can provide these services on a 'time and expense' basis if requested by the Client. If dry utility locations are determined prior to finalization of construction plans, Contour will add to plans. Note that if utilities conflict with already proposed design, additional charges may be incurred. It is highly recommended that the dry utilities be investigated prior to finalization of the construction plans.

The following services are also typically excluded from all contracts unless otherwise specifically noted in proposal:

- a. Sub-consultant fees
- b. Corps of Engineers Hydraulics permits
- c. Land use permits or variance not included in scope of work.
- d. Forest Practices permit
- e. Injection well application with the Dept. of Ecology
- f. Reimbursable costs such as mileage, reprographic expenses, required documentation for projects (manuals specific to jurisdiction)
- g. Title report fees
- h. Deviation/Variance preparation or fees in association with the project
- i. Redesign fees due to major site plan changes
- j. Construction cost estimates unless noted in contract
- k. Submittal and re-submittal fees associated with the project