CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA

Tuesday, September 2, 2025 – 7:00 PM ♦ City Hall – 10440 Dom Calata Way E ♦ Edgewood, WA
Meeting Link: https://cityofedgewood-org.zoom.us/s/86916509308

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1. **CALL TO ORDER**
   Roll Call, Pledge of Allegiance
2. **COUNCIL BUSINESS**
   - **A.** Equity, Diversity, and Inclusion Council Sub-Committee Update
   - **B.** Amending Ch. 2.05.010 of EMC Pertaining to City Office Hours
   - **C.** Franchise Agreement EZEE Fiber Texas LLC
   - **D.** Transportation Impact Fee (TIF) Program Update
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

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

City Of Edgewood
Council Agenda Summary Sheet

Subject: Equity, Diversity, and Inclusion Council Sub-Committee Update	**Agenda Item #:** 2.A
	For Agenda of: 9/2/2025
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera	**Expenditure Required:**
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

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

Recommended Action:
N/A

Fiscal Note/Consideration:
N/A

City Of Edgewood
Council Agenda Summary Sheet

Subject: Amending Ch. 2.05.010 of EMC Pertaining to City Office Hours	**Agenda Item #:** 2.B **For Agenda of:** 9/2/2025 **Prepared by:** Rachel Pitzel

Attachments (list):
1. Neighboring Cities
2. Ordinance No. 25-0XXX, Office Hours

Approval of Materials:		
Rachel Pitzel		**Expenditure Required:**
Rachel Pitzel, Assistant City Administrator	08/25/2025	**Amount Budgeted:**
Dave Olson, Mayor	08/29/2025	**Timeline:** 09.02.2025 SS Discussion 09.09.2025 RCM for Action

Summary Statement:

This ordinance updates the City's official office hours to reflect how our community is currently engaging with City Hall. Since the pandemic, we've seen a noticeable drop in in-person visits—especially on Friday afternoons. At the same time, our staff continues to wear many hats to keep services running smoothly, particularly while we hold off on filling some vacant positions due to budget constraints.

To help staff stay productive and focused—while still being available to the public when needed—we're proposing to close City Hall to the public on Fridays. This gives employees uninterrupted time to catch up on projects, respond to inquiries, and complete behind-the-scenes work that often gets pushed aside during high-traffic hours.

This change adjusts City Hall's public-facing hours but does not reduce overall staff availability. While the building will close to the public on Fridays, staff will continue working behind the scenes and remain accessible by phone and email. Community members can also use the City's online services anytime, and we'll continue to prioritize timely responses during normal business hours. Police Department operations are not affected.

We've also looked at what other nearby cities are doing, and many have made similar adjustments with good results.

This ordinance meets the state requirement to set office hours by ordinance and ensures we're being thoughtful with our resources while maintaining quality service to the community.

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Amending Ch. 2.05.010 of EMC Pertaining to City Office Hours

Fiscal Note/Consideration:

Neighboring Areas Operating Times for Public Walk-Ins:

Municipality	Open to the Public	Walk- In Hours
Milton	Mon - Thurs	7:30am - 4pm
Fife	Mon - Fri	8:30am - 5pm
Sumner	Mon - Thurs	8am – 5pm
Tacoma (Development Services Only)	Mon - Thurs	9am – 1pm
Federal Way	Mon-Tues / Thurs-Fri	9am - 4pm
Pierce County (Development Services Only)	Mon - Fri	9am - 2pm
King County (Permit Center Only)	Mon & Thurs Only	8:30am - 3:30pm

ORDINANCE NO. 25-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 2.05.010 OF THE MUNICIPAL CODE PERTAINING TO CITY OFFICE HOURS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Washington State Law, as codified in RCW 35A.21.070, requires that municipalities establish office hours by ordinance; and

WHEREAS, the city has observed a consistent decrease in public foot traffic and in-person service demands on Fridays indicating that fewer community members utilize City Hall services at the end of the workweek; and

WHEREAS, to gain efficiency and focused work time for city staff, improve work life balance, and retain and recruit new employees, it would be beneficial to change the hours of public operation for city offices; and

WHEREAS, closing City Hall to the public on Fridays allows staff to either work remotely or remain onsite for uninterrupted focus time, supporting productivity and efficient use of city resources while maintaining service quality;

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

Section 1. Amendment. Section 2.05.010 of the Edgewood Municipal Code is hereby amended as follows:

2.05.010 Hours of operation.

The hours of operation of city offices will be:

- **Open to the Public:** 8:30 a.m. to 12:00 p.m. Monday through Thursday, Pacific Time
- **Closed to the Public:** 12:00 p.m. to 1:00 p.m., Monday through Thursday, Pacific Time
- **Open to the Public:** 1:00 p.m. to 5:00 p.m., Monday through Thursday, Pacific Time
- **Closed to the Public:** 8:30 a.m. to 5:00 p.m. Friday, Pacific Time

The Mayor or their designee may alter the hours of operation of city offices on a temporary basis, as they deem necessary for the efficient operation of the City.

Section 2. Public Access and Service Availability. Nothing in this ordinance shall be construed as limiting the City's commitment to public accessibility. Although public-facing hours are being adjusted, City Hall remains open five days a week. Residents are encouraged to use the City's online services, available 24/7 at Edgewoodwa.gov, or contact City Hall by phone at (253) 952-3299 to leave a message. Staff will respond to inquiries promptly during regular business hours.

This change does **not** affect the Edgewood Police Department, which continues to operate on its normal schedule. In the event of a police-related need during closed hours, an emergency phone is located on the exterior wall to the **right of the main entrance** of City Hall and is available for direct use by the public.

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

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

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

PASSED BY THE CITY COUNCIL ON THE 9TH DAY OF SEPTEMBER, 2025

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Dave Olson, Mayor

ATTEST/AUTHENTICATED:

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Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

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Maili C. Barber, City Attorney

Date of Publication: September 12, 2025
Effective Date: September 17, 2025

EDGEWOOD Washington

City Of Edgewood
Council Agenda Summary Sheet

Subject: Franchise Agreement EZEE Fiber Texas LLC	**Agenda Item #:** **2.C** **For Agenda of:** **9/2/2025** **Prepared by: Chuck Hendricksen**

Attachments (list):
1. Edgewood FA - 08182025 - Signed GYD.

Approval of Materials: Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 08/28/2025 Dave Olson, Mayor 08/28/2025	**Expenditure Required:** N/A **Amount Budgeted:** N/A **Timeline:** 09.02.2025 SS Discussion 09.09.2025 RCM First Reading 09.23.2025 RCM Second Reading and Potential Action

Summary Statement:
As per EMC 12.06.020 a franchise agreement is required for utilities located in City of Edgewood Right of Way. This agreement is for EZEE Fiber to use City of Edgewood Right of Way to provide fiber services..

Item History:

Recommended Action:
Hold a discussion and provide staff guidance regarding Franchise Agreement EZEE Fiber Texas LLC

Fiscal Note/Consideration:

ORDINANCE NO. ____

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

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

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by any and all persons desiring to be heard; and

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

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

Section 1. Grant of Right to Use Franchise Area

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

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

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

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

E. Except as explicitly set forth herein, this Franchise does not waive any rights that the City has or may hereafter acquire with respect to the Franchise Area or any other City roads, rights-of-way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area shall have no value.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Notice

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

City: City Clerk
10440 Dom Calata Way E.
Edgewood, WA 98372

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

Grantee: Ezee Fiber Texas, LLC
4505 Pacific Hwy E, Suite C-2 Fife,
Washington 98424
legal@ezeefiber.com

B. Grantee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Grantee shall cooperate with the City and make best efforts to immediately respond to minimize damage, protect the health safety of the public and repair Facilities to restore them to proper working order. Annually, on request of the City, Grantee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

C. Any changes to the above-stated Grantee information shall be sent to the City Clerk, with copies to the City Public Works Director, referencing the title of this agreement.

D. The above-stated Grantee voice and fax telephone numbers shall be staffed at least during normal business hours, EDGEWOOD time zone.

Section 3. Term of Agreement

A. This Franchise shall run for a period of five (5) years, consistent with EMC 12.06.040, from the date of execution specified in Section 5.

B. Renewal Option of Term: The Grantee may renew this Franchise for three (3) additional five (5) year periods upon submission and approval of the application for such renewal. Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the City Code.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any renewal thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

Section 4. Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the City of Edgewood Municipal Code unless inconsistent herewith.

“Cable Service" has the meaning set forth in, 47 U. S. C. § 522(6).

“City" means the City of Edgewood, Washington, and all departments, divisions, employees, and agencies thereof.

“City Property" means and includes all real property owned by the City, other than public streets and utility easements as those terms are defined herein, and all property held in a proprietary capacity by the City, which is not subject to right-of-way use permitting and franchising as provided herein.

“Conduit" means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

“Costs" means costs, expenses, and other financial obligations of any kind whatsoever.

“Days" means calendar days.

“Effective Date" means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

“EMC" or “City Code” means the City of Edgewood Municipal Code.

“Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots or wars.

“Existing" means in actual physical being upon the effective date of this Franchise, or a repair or replacement of such physical being.

“Facilities" means all of the plant, equipment, fixtures, appurtenances, and other Facilities necessary to furnish and deliver telecommunications services including but not limited to poles with crossarms, poles without crossarms, and signal lines and equipment, braces, guys, anchors, conduits, vaults, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

“Fiber Optics" means the technology of guiding and projecting light for use as a communications medium.

“Grantee" means Ezee Fiber Texas, LLC dba Ezee Fiber and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

“Grantee Services” means the providing of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under Title 80 RCW and for which a separate charge is made.

“Information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

“Maintenance" or " Maintain" shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

“Optical Cable" means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

“Overhead Facilities" means electric utility and communications Facilities located above the surface of the ground, including the underground supports and foundations for such Facilities.

“Person" means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals and includes their lessors, trustees and receivers, but not the City.

“Personal Wireless Services" means commercial mobile radio services as defined by federal laws and regulations.

“Public Street" means any highway, street, alley or other public right-of-way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to transportation purposes. For the purposes of this section, the term “alley” shall have its ordinary meaning and shall generally be considered to mean a public right-of-way which affords a secondary means for vehicular or utility access to abutting property and which is not intended for general traffic circulation.

“Public Way" or “Public right-of-way” means and includes the public streets and easements which, under the EMC (City ordinances), and applicable laws, the City has authority to grant franchises, permits, or leases for use thereof, or has regulatory authority thereover, and as may be more specifically defined in the franchise, permit, or lease granting any right to or use thereof. Public ways for the purpose hereof do not include buildings, parks, poles, or similar Facilities or property owned by or leased to the City, including, by way of example and not limitation, structures in the public way such as utility poles and light poles.

“Relocation" means permanent movement of Grantee Facilities required by the City, and not temporary or incidental movement of such Facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Relocation" also means to protect, support, temporarily disconnect, relocate, or remove Facilities.

“Standards" means the Design and Construction Standards and Specifications for Public Works Improvements, latest edition at the time of submission of each right-of-way permit associated with this Franchise Agreement.

“Street Tree" means any tree located in, or that portion over hanging, any public way and any tree planted on private property near a public way at the direction of the City.

“Telecommunications Service" has the meaning set forth in 47 U.S.C. § 153(53).

“State" means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

“Underground Facilities" means utility and communications Facilities located under the surface of the ground, excluding the underground foundations or supports for overhead Facilities.

“Utility Facilities" means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, plant and equipment located under, on or above the surface of the ground within the public ways of the City and used or to be used for the purpose of providing utility, communications services.

Section 5. Acceptance of Franchise

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the City Clerk (1) the Statement of Acceptance, attached hereto as Exhibit “B,” and incorporated by reference, (2) all verifications of insurance coverage specified under Section 15, and (3) the financial guarantees specified in Section 16 (collectively, “Franchise Acceptance”). The date that such Franchise Acceptance is filed with the City Clerk shall be the effective date of this Franchise.

B. Should the Grantee fail to file the Franchise Acceptance with the City Clerk within 30 days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Grantee shall apply for, obtain, and comply with the terms of all permits required under applicable City Code provisions for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way within which Grantee is undertaking its activity. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

C. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, licensees, permittees, and Grantees so as to reduce so far as possible the number of Right-of-Way cuts within the Franchise Area.

D. General Standards.

i. All work authorized and required hereunder shall be done in a safe, thorough, and professional manner. All installations of equipment shall be permanent in nature, durable, and installed in accordance with good engineering practice and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic. Grantee shall endeavor to maintain all equipment lines and Facilities in an orderly manner, including, but not limited to, the removal of bundles of unused cables.

ii. All construction shall be subject to the City's permitting process.

iii. Grantee and City shall meet, at the City's request, to discuss the progress of the design plan and construction.

iv. Grantee will take prompt corrective action if it finds that any Facilities or equipment are not operating as expected, or if it finds that Grantee Facilities and equipment do not comply with the requirements of this Franchise or Applicable law.

v. Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

vi. Grantee shall be responsible for all work performed by its contractors, subcontractors, and others performing work on its behalf, as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other Applicable law, and shall be jointly and severally liable for all damages and correcting all damage caused by them.

vii. The City may inspect any of Grantee's Facilities, equipment, or construction located in the Rights-of-Way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under Applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to correct, inspect, administer, and repair the unsafe condition(s) if Grantee fails to do so, and to charge Grantee for its costs.

viii. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. Grantee shall be liable for all costs incurred by the City and associated with Grantee's violation and the City's issuance of the stop work order.

E. The City expressly reserves the right to prescribe where Grantee Facilities shall be installed within the public right-of-way and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Grantee.

F. Before commencing any work within the public right-of-way, the Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

G. Tree Trimming. Upon prior written approval of the City and in accordance with City ordinances, Grantee shall have the authority to reasonably trim trees upon and overhanging streets, public rights-of-way, and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

H. Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Facilities shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other Facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Facilities shall be located, erected, and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make, or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, or removal thereof, and shall not obstruct or impede traffic.

I. Grantee shall provide and use any equipment and Facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change, and improve its Facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights.

J. Locates. Grantee shall comply with RCW 19.122.

Section 7. Repair and Emergency Work

In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances. Grantee shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

Section 8. Damages to City and Third-Party Property

Grantee agrees that if any of its actions under this Franchise impairs or damages any City Right of Way, property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property (etc.) to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. Such repair work shall be performed and completed to the satisfaction of the City Engineer. Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property in accordance with Applicable law. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within sixty (60) days of receipt of an itemized list of those costs, including the costs of labor, materials, and equipment, the Grantee shall pay the City.

Section 9. Location Preference

Any structure, equipment, appurtenance, or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place prior in time to Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to the Grantee Facilities. The City reserves the right to deny priority to any of the Grantee's Facilities that may possibly interfere with possible future installation of City utilities. However, to the extent that the Grantee Facilities are completed and installed prior to another non-City utility's submittal of a permit for new or additional structures, equipment, appurtenances, or tangible property, then the Grantee Facilities shall have priority. All City utilities and road infrastructure, whether existing or future, shall have priority over the Grantee. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any City road or right-of-way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require relocation. This Section shall not apply to any City Facilities or utilities that may in the future require the relocation of Grantee Facilities. Such relocations shall be governed by Section 11.

Section 10. <u>Grantee Information</u>

A. Within thirty (30) days of a request from the City, Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned Facilities within the City. Said information may be requested either in hard copy or electronic format. Said maps shall use a minimum scale of one-inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format acceptable to the City and in Geographical Information System (GIS) or other digital electronic format acceptable to the City. If digital route maps are provided, the format of the data for overlaying on the City's GIS mapping system shall utilize NAD 83 as the horizontal datum and shall be compatible with or can be imported into Arc GIS Version 9.2 or later. Grantee shall keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. Grantee shall reasonably cooperate in City' s planning efforts, including working with the City in its development of its Comprehensive Plan Utilities Element.

C. The parties understand that Washington State law limits the ability of the City to shield from public disclosure any information given to the City. The City of Edgewood must comply with RCW 42.56 ("Washington's Public Records Act"). Accordingly, the City agrees to notify the Grantee of requests for public records of the information provided pursuant to this Section, and to give the Grantee a reasonable amount of time to obtain an injunction to prohibit the City's release of records.

D. Grantee shall indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's Public Records Act, provided the City has notified Grantee of the pending request.

Section 11. <u>Relocation of Grantee Facilities</u>

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its Facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and hold harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the Public Way. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

B. The City shall have the right to require Grantee to, at the City's request, locate (which may include potholing) and survey Grantee's Facilities and equipment, relocate, remove, replace, modify or disconnect Grantee's Facilities and equipment located in the Rights-of-Way or on any other property of the City for public purposes, in the event of an emergency; or when the public health, safety, or welfare requires such change. For example, without limitation, this movement of or the request to locate Grantee's Facilities may be needed by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered shall be borne by Grantee. Such work shall be performed at Grantee's expense.

C. Except when a shorter time is necessitated due to an emergency, Grantee shall, within thirty (30) days' written notice by the City, or such longer period as the City may specify, complete all work to temporarily or permanently relocate, remove, replace, modify, or disconnect any of its Facilities and equipment located in the Rights-of-Way or on any other property of the City. In the event of any capital improvement project exceeding five hundred thousand dollars ($500,000.00) in expenditures by the City, which requires the removal, replacement, modification, or disconnection of Grantee's Facilities or equipment, the City shall provide at least one hundred twenty (120) days' written notice to Grantee. Following notice by the City, if other users of the Right-of-Way relocate aerial Facilities underground as part of an undergrounding project, Grantee shall participate in the planning for relocation of its aerial Facilities contemporaneously with other utilities. If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City will work collaboratively with Grantee to identify available alternate locations within the Rights-of-Way for Grantee to relocate its Facilities at Grantee's cost.

D. If Grantee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Grantee, including all costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Franchise Equipment. Within sixty (60) days of receipt of an itemized list of those costs, Grantee shall pay the City. In any event, if Grantee fails to timely relocate, remove, replace, modify or disconnect Grantee's Facilities and equipment, and that delay results in any delay damage accrued by or against the City, Grantee will be liable for all documented costs of construction delays attributable to Grantee's failure to timely act.

Section 12. Abandonment and or Removal of Grantee Facilities

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of the Grantee Facilities, or any portion thereof, the Grantee shall, at the Grantee's discretion, either abandon in place or remove the affected Facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

C. Whenever Grantee intends to discontinue using any Facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the Facility and the date on which Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the Right-of-Way or modify the Facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility. If Grantee abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever including, but not limited to, Access purposes.

D. Removal of unauthorized facilities shall comply with EMC 12.06.160.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City. Where the City requests relocation of Underground Facilities for aesthetic purposes, the cost of relocation shall be paid by the City. In other cases, where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility Facilities being undergrounded.

Section 14. Limitation of Liability, Indemnification and Hold Harmless

A. The Grantee agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or Grantee's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, and per EMC 12.06.216, provided that the City shall give Grantee timely written notice of its obligation to indemnify the City. Grantee shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than Grantee.

B. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. The Grantee shall hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City’s failure or inability to provide such services, and, pursuant to the terms of Section 14(A), the Grantee shall indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City’s failure or inability to provide such services.

D. Acceptance by the City of any work performed by the Grantee shall not be grounds for avoidance of this section.

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

F. Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Grantee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

G. Unless directly and proximately caused by the negligence or willful act of the City, the City shall not be liable for any damage to or loss of any Facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

H. In the event Grantee refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and Grantee’s refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, then Grantee shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Section 15. Insurance

A. Grantee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Grantee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as an additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Grantee:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of $5,000,000.00 per accident. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance, in form as broad as ISO occurrence form CG 00 01, with limits no less than $5,000,000.00 each occurrence, $5,000,000.00 general aggregate and a $2,000,000.00 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Grantee’s Commercial General Liability insurance policy with respect to this Franchise Agreement using ISO endorsement CG 20 12 05 09 if the franchise agreement is considered a master permit or CG 20 37 10 01 or substitute endorsement providing at least as broad of coverage.

3. Contractors Pollution Liability insurance, in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000, shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Grantee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Grantee's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute with it.

2. The Grantee's shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

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

D. Verification of Coverage. Grantee shall furnish the City with certificates and required endorsements, evidencing the insurance requirements of this Section 15 before commencement of the work.

E. Grantee shall have the right to self-insure any or all of the above-required insurance. However, any such self-insurance is subject to approval by the City.

F. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

G. Subcontractors. Grantee shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the City-provided insurance as set forth herein, except Grantee shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. Grantee shall ensure that the City is an additional insured on each and every subcontractor commercial general liability insurance policy using an endorsement as least as broad as ISO CG 20. 26.

H. Failure to Maintain Insurance. Failure on the part of the Grantee to maintain the insurance as required shall constitute a material breach of this Franchise, upon which the City may, after giving five (5) business days' notice to the Grantee to correct the breach, terminate the Franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

I. Coverage Scope. The coverage shall contain no special imitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer' s liability. Grantee' s insurance shall be primary.

Section 16. Performance Security

A. The Grantee shall provide the City with a performance bond in the amount of Fifty Thousand Dollars ($50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. The bond shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section. If the bond is cancelled or materially altered so as to be out of compliance with the requirements of this Section within the term of this Franchise, Grantee shall provide a replacement bond. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of Facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to the City in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit the Grantee’s liability to the guaranteed amount, or otherwise limit the City’s recourse to any remedy to which the City is otherwise entitled at law or in equity.

B. After the giving of notice by the City to Grantee, and expiration of any applicable cure period, the performance bond may be drawn upon by the City for purposes that include, but are not limited to the following:

1. Failure of Grantee to pay the City sums due under the terms of this Franchise;
2. Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and
3. Damages assessed against Grantee as provided in this Franchise.

C. Restoration Bond. In lieu of a restoration bond pursuant to EMC 12.06.218, in addition to a performance bond, Grantee hereby warrants all work performed under this franchise and further specifically represents and warrants that all required restoration of the right-of-way shall be performed timely, in a professional manner, and in full compliance with all applicable regulatory standards.

Section 17. Successors and Assignees

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Grantee is mentioned.

B. This Franchise shall not be assigned, transferred, disposed of by sale, lease, merger, consolidation, or otherwise alienated without the express prior consent of the City by ordinance. In the event such a transfer, assignment, or disposal of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

C. In the case of an assignment or transfer not subject to WUTC approval, Grantee and any proposed assignee or transferee shall provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; and (b) all information required by the City of an applicant for a franchise with respect to the proposed assignee or transferee.

D. In the case of an assignment or transfer not subject to WUTC approval, prior to the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee shall file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance prior to transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution

A. In the event of a dispute between the City and the Grantee arising by reason of this Franchise Agreement, the dispute shall first be referred to the operational officers or representatives designated by City and Grantee to have oversight over the administration of this Agreement. The officers or representatives shall meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington or the appropriate U.S. District Court. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

Section 19. Enforcement and Remedies

A. If the Grantee shall materially violate or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the breach cannot reasonably be cured within thirty days, the Grantee will be provided a longer provided that Grantee commences work on the cure within the original thirty-day cure period and makes reasonable efforts to complete the work. If Grantee does not comply with the specified conditions, the City may claim damages of Two Hundred Fifty Dollars ($250.00) per day against the performance bond in Section 16 for every day after the expiration of the cure period that the breach is not cured. The assessment does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or Applicable law, including its right to recover from Grantee any additional damages, losses, costs, and expenses that are incurred by the City by reason of the breach of this Franchise.

B. Should the City determine that Grantee is acting beyond the scope of this Franchise, the City reserves the right require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease such actions.

C. In addition, notwithstanding any other legal or equitable remedy available under this Franchise or any Applicable law, after notice and a hearing, the City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance, or document regarding the Grantor and Grantee;

(2) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Grantor or Subscribers;

(3) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(4) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

Section 20. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Grantee shall comply with all applicable City Ordinances, federal and state laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms of this agreement appearing to the contrary, the Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach an agreement as to the terms of the amendment within thirty (30) days of the call for negotiations and the proposed amendment is required by law, the City may enact the proposed amendment, by incorporating the Grantee’s concerns to the maximum extent the City deems possible.

Section 21. License, Tax and Other Charges

A. This Franchise shall not exempt the Grantee from any future license, tax, or charge which the City may hereinafter adopt pursuant to authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

B. Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. The RCW is supplemented by EMC 12.06.070. Grantee does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

C. Grantee shall be subject to a $5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.

D. If Grantee provides services to customers within the City, Grantee shall become subject to the City's utility tax.

E. If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Section 22. Severability

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 23. Titles

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 24. Implementation.

The Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 25. Miscellaneous Provisions

A. Publication Costs to be Borne by Grantee. Grantee shall reimburse the Grantor for all costs incurred in publishing this Franchise.

B. Binding Effect. This Franchise shall be binding upon the Parties hereto, their permitted successors and assigns.

C. No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

D. Waiver. The failure of the Grantor at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the Grantor hereafter to enforce the same. Nor shall the waiver by the Grantor of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

E. Reasonableness of Consent or Approval. Whenever under this Franchise "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, professional and ethical standards, as well as business and economic considerations.

F. Entire Agreement. This Franchise and all Exhibits represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior oral negotiations between the Parties.

G. No Third-Party Beneficiaries. Nothing in this Franchise is or was intended to confer third-party beneficiary status on any Person or any member of the public to enforce the terms of this Franchise.

H. Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement, or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise, nor the exercise thereof, shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

I. No Monetary Recourse Against the City. Grantee shall not have any monetary recourse against the City or its officers, officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State, and local law. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any immunities the City may enjoy under Applicable law.

J. Preferential or Discriminatory Practices Prohibited. In connection with the performance of work under this Franchise, the Grantee agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Grantee further agrees to insert the foregoing provision in all subcontracts hereunder. Throughout the term of this Franchise, Grantee shall fully comply with all equal employment or non-discrimination provisions and requirements of federal, State, and local laws, and in particular, FCC rules and regulations relating thereto.

K. Eminent Domain. This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 26. Effective date.

This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE _______TH DAY OF __________, 2025

____
Dave Olson, Mayor

ATTEST/AUTHENTICATED:

____
Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

____
Maili C. Barber, City Attorney

Published: ______________________

EXHIBIT A

FRANCHISE AREA

EXHIBIT B

STATEMENT OF ACCEPTANCE

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

Ezee Fiber Texas, LLC

By: Garner Duncan Date: 08/18/2025

Name: Garner Duncan

Title: SVP, Government Affairs

EDGEWOOD Washington

City Of Edgewood
Council Agenda Summary Sheet

Subject: Transportation Impact Fee (TIF) Program Update	Agenda Item #: 2.D
	For Agenda of: 9/2/2025
	Prepared by: Chuck Hendricksen

Attachments (list):
1. TIF Forecasting Scenarios (2025-08-26)
2. SIGNED EDAB Recommendation - TIFs
3. Land Use Research Handout
4. Edgewood DRAFT 2025 TIF Program (July 2025)

Approval of Materials:		
Chuck Hendricksen		**Expenditure Required:** N/A
Rachel Pitzel, Assistant City Administrator	08/28/2025	**Amount Budgeted:** N/A
Dave Olson, Mayor	08/28/2025	**Timeline:** ~~07/01/2025 SS, 08/19/2025 SS~~, 09/02/2025 SS, 09/09/2025 RCM

Summary Statement: Pursuant to RCW Chapter 82.02, the City of Edgewood has adopted a Traffic Impact Fee (TIF) Program. As currently codified, TIF's are established and regulated under Edgewood Municipal Code (EMC) Chapter 4.30, and Council passed Ordinance 25-0684 on June 24, 2025, allowing the Council to update the TIF by resolution (without the need to amend the EMC).

The City Council held a discussion about the TIF Program and the base rate calculation at their August 19, 2025 Study Session. The recording can be viewed here: https://vimeo.com/1111684817. Briefly summarizing the numbers:

- Current base rate: $12,140 per PM peak-hour trip
- New calculated maximum base rate: $12,426 (↑ 2.4% from current)
- Other cities in our region range from $4,500 (Puyallup) to $15,427 (North Bend) - summarized here: https://mrsc.org/getmedia/7b937ea4-f666-4b86-b21d-fd21f43115e3/m58impactFeeCompare.pdf.
- The current TIF fund balance is $5.67M, as of July 31, 2025.

The attached Forecasting Scenarios table dated August 26, 2025 has two rows added for additional scenario calculations and comparisons. Staff is prepared to discuss the Economic Development Advisory Board's (EDAB) recommendation regarding certain non-residential land uses in more detail this evening.

EDAB's Recommendation Regarding Certain Non-Residential Land Uses

The top priority established for EDAB by the City Council in March 2025 was "*to provide policy recommendation...on strategic reductions and/or waivers for economic development and viability of specific / targeted land uses*" regarding impact fees. The EDAB provided their recommendation to the City Council on

May 5, 2025 (attached). The May 5, 2025 meeting materials can be viewed here (includes links to the March and April meetings).

As stated in the Draft TIF Program Report, "*GMA allows jurisdictions to exempt... developments that serve broad public purposes, as defined by the City.*" One basis for considering these land uses for TIF exemption is that they all would primarily serve the existing residents of Edgewood, and those residents live in dwellings that have already contributed their proportionate share to the City's transportation infrastructure.

Another important consideration is the proportionate cost of the base TIF rate on the overall construction cost for these suggested non-residential land uses. In one recent project example, the calculated TIF was nearly 50% of the anticipated construction cost for the structure - in other words, roughly one third of the overall project cost. Staff understands this was a primary consideration for the developer abandoning the project.

Following Council's conversation at the last study session, staff prepared the attached handout detailing all the non-residential land uses recommended by the EDAB for TIF exemption, including specific definitions and examples of what types of businesses would be covered by these land uses. Staff suggests the Council review this handout and consider the EDAB's recommendation with this additional context, and one possible result could be Council's consideration of some modified version of the EDAB's recommendation by removing specific uses described in the handout.

Following direction on the EDAB recommendation and Land Use Details handout, staff seeks direction on whether Council would like to proceed with the calculated TIF base rate or some other rate. Staff can then prepare updated materials for consideration at the Council's next regular meeting, or prepare for another discussion at the next study session.

Item History:
N/A

Recommended Action:
Hold a discussion and provide staff guidance regarding Transportation Impact Fee (TIF) Program Update

Fiscal Note/Consideration:
See Summary Statement

Transportation Impact Fees - Forecasting Scenarios UPDATED 8/26/2025

Permits In Progress	# of Units	# of Trips
Single Family	148	139.12
ADUs	3	1.41
Multifamily	146	68.62
Industrial	N/A	471

Anticipated Impact Fee Expenditures (2025-2030 CIP)	
Total Transportation Project Costs	$8,314,000
Total Cost of Projects w/ TIF Eligibility	$28,835,000
Proposed TIF Expenditures in CIP	**$7,951,000**
Total TIF Expenditures in TIF Program	**$9,930,398**

Year	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**6-Yr Totals**
# of Trips Expected	45	400	250	50	40	30	**815**
Projected Revenues:							
Keep at $12,140 (2025)	$942,657	$4,856,000	$3,035,000	$607,000	$485,600	$364,200	**$10,290,457**
Increase to $12,426 (TIF Program Update)	$955,527	$4,970,400	$3,106,500	$621,300	$497,040	$372,780	**$10,523,547**
Decrease to $9,979 (TIF Program Update)	$845,412	$3,991,600	$2,494,750	$498,950	$399,160	$299,370	**$8,529,242**
More Scenarios - Fill in Dollar Amount below:							
$11,000.00	$891,357	$4,400,000	$2,750,000	$550,000	$440,000	$330,000	**$9,361,357**
$10,000.00	$846,357	$4,000,000	$2,500,000	$500,000	$400,000	$300,000	**$8,546,357**

Notes : The amounts shown herein are in 2025 dollars. Actual amounts are expected to increase in future years following the adopted inflation index.
No revenues are forecast for those uses that are recommended to be exempt by the EDAB as staff does not have any proposals under review for these uses.

CITY OF EDGEWOOD
ECONOMIC DEVELOPMENT ADVISORY BOARD
RECOMMENDATION

The Economic Development Advisory Board voted 4-0 to recommend that the City Council exempt the following non-residential land uses from Transportation Impact Fees:

- Manufacturing, Craft
- Pet and Pet Supplies Stores
- Retail Trade, All Other
- Business and Professional Services, General
- Consumer Goods Rental
- Community Care & Walk-in Clinics
- Indoor Arts, Entertainment, and Recreation Activities, Other
- Outdoor Arts, Entertainment, and Recreation Activities, Other
- Special Food Services
- Drinking Places for Alcoholic Beverages
- Restaurants, Full Service
- Personal Care Services
- Veterinary Services
- Pet Care Services, All Other

RECOMMENDED BY THE CITY OF EDGEWOOD ECONOMIC DEVELOPMENT ADVISORY BOARD ON THE 5TH DAY OF MAY 2025.

5/5/25

Andrew Wiesenfeld
Economic Development Advisory Board Chair

Attest by:

Jeremy Metzler, PE
Community Development Director

Following the conversation with the City Council at the August 19, 2025 study session, staff offers the following information for further review and consideration:

EDAB Recommendation – Non-residential Land Uses to consider for TIF exemption –

- Manufacturing, Craft
    - EMC 18.20 Definition: "*on-site production or assembly of arts, crafts, foods, beverages, or other type of product involving the use of hand tools or other similarly small-scale sized equipment. Establishments must include a retail/eating/drinking/tasting component that occupies a minimum of 10 percent of usable space, and street frontage or a well-marked and visible entrance at sidewalk level, and must be open to the public. All production, processing and distribution activities are to be conducted within an enclosed building. This can include, but is not limited to, ceramic art, glass art, candle-making, custom jewelry manufacture, bakeries, confectioneries, butchers, woodworkers, coffee roasting establishments, breweries, distilleries, wineries, cideries, and food production and nonalcoholic beverage production.*"
- Pet and Pet Supplies Stores
    - EMC 18.20 Definition: "*places of business primarily engaged in retail sales associated with domestic or livestock animals. Further described in NAICS 453910.*"
    - NAICS Information:

459910 - Pet and Pet Supplies Retailers

Top Businesses by Annual Sales for 459910 – Click for Complete Profiles:

Petco Holdings Inc LLC	Mmi Holdings Inc
Chewy Inc	Irving Place Capital LLC
Argos Holdings Inc	Kent Corporation
Petsmart LLC	Petmed Express Inc
VCA Inc	

This industry comprises establishments primarily engaged in retailing pets, pet foods, and pet supplies.

Cross-References. Establishments primarily engaged in--

- Providing pet grooming, walking, and boarding services--are classified in Industry 812910, Pet Care (except Veterinary) Services;
- Providing veterinary services--are classified in Industry 541940, Veterinary Services;
- Boarding horses (except racehorses), pedigree record services, and pet breeding services--are classified in Industry 115210, Support Activities for Animal Production; and
- Raising companion animals (e.g., cats, dogs, pet birds) for sale--are classified in Industry 112990, All Other Animal Production.

2007 NAICS	2012 NAICS	2017 NAICS	2022 NAICS	Index Entries for 459910
453910	453910	453910	459910	Feed stores, pet
453910	453910	453910	459910	Pet shops
453910	453910	453910	459910	Pet supply stores

- Retail Trade, All Other
    - EMC 18.20 Definition: "*the sale of goods and merchandise for final use or consumption. Further described in NAICS 44-45*."
    - **As presented in the Land Use Table, this does NOT include:**
        - Automobile and Other Motor Vehicle Dealers,
        - Gasoline Stations,
        - Alternative Fueling Stations,
        - Pet and Pet Supplies Stores (*this is recommended separately, see above*),
        - Fuel Dealers,
        - Marijuana Retailers, or
        - Sexually Oriented Retail Businesses
    - **Without further definition or restrictions, this MAY include:**
        - Automotive Parts, Accessories, and Tire Retailers (NAICS 4413)
        - Building Material and Supplies Dealers (NAICS 4441)
        - Lawn and Garden Equipment and Supplies Retailers (NAICS 4442)
        - Grocery and Convenience Retailers (NAICS 4451)
        - Specialty Food Retailers (NAICS 4452)
        - Beer, Wine and Liquor Retailers (NAICS 4453)
        - Furniture and Home Furnishings Retailers (NAICS 4491)
        - Electronics and Appliance Retailers (NAICS 4492)
        - Department Stores (NAICS 4551)
        - Warehouse Clubs, Supercenters, and Other General Merchandise Retailers (NAICS 4552)
        - Health and Personal Care Retailers (NAICS 4561)
        - Clothing and Clothing Accessories Retailers (NAICS 4581)
        - Shoe Retailers (NAICS 4582)
        - Jewelry, Luggage, and Leather Goods Retailers (NAICS 4583)
        - Sporting Goods, Hobby, and Musical Instrument Retailers (NAICS 4591)
        - Book Retailers and News Dealers (NAICS 4592)
        - Florists (NAICS 4593)
        - Office Supplies, Stationary, and Gift Retailers (NAICS 4594)
        - Used Merchandise Retailers (NAICS 4595)
        - Other Miscellaneous Retailers (NAICS 4599)

- Business and Professional Services, General
  - EMC 18.20 Definition: *"Office, general" means an office used as a place of business by licensed professionals, or persons in other generally recognized professions, which use training or knowledge of a technical, scientific or other academic discipline as opposed to manual skills, and which does not involve outside storage or fabrication, or on-site sale or transfer of commodities. Further described in NAICS 51 (except 517), 52, 531, 533, 54 (except 541940), 55, 561, and 813.*
  - The land use table currently excludes NAICS 531, which covers leased buildings, miniwarehouses and self-storage units, as well as some other general office uses.
  - NAICS 541940 is Veterinary Services, covered separately below.
- Consumer Goods Rental
  - EMC 18.20 Definition: "*establishments primarily engaged in renting personal and household-type goods from a retail-like or storefront facility. Further described in NAICS 5322 and 5323.*"
  - As presented in the Land Use Table, this does NOT include the following "Rental and Leasing" land uses:
    - Passenger Car Rental and Leasing,
    - Truck, Utility Trailer, and RV Rental and Leasing, or
    - Commercial and Industrial Equipment Rentals
  - Without further definition or restrictions, this MAY include:
    - Consumer Electronics and Appliances Rental (NAICS 532210)
    - Formal Wear and Costume Rental (NAICS 532281)
    - Video Tape and Disc Rental (NAICS 532282)
    - Home Health Equipment Rental (NAICS 532283)
    - Recreational Goods Rental (NAICS 532284)
    - All Other Consumer Goods Rental (NAICS 532289)
    - General Rental Centers (NAICS 532310)
- Community Care & Walk-in Clinics
  - EMC 18.20 Definition: "*human health services such as primary care, preventative, care, mental health, dental, pharmacy, and social services for case management. A walk-in clinic (also known as a walk-in center) is a medical facility that accepts patients on a walk-in basis and with no appointment required.*"
- Indoor Arts, Entertainment, and Recreation Activities, Other
  - EMC 18.20 Definition: "*facilities or places of business primarily engaged in the provision of sports, entertainment, or recreational services to the general public or members in indoor facilities. Examples include, but are not limited to, video arcades, teen clubs, athletic clubs, swimming pools, billiard parlors, bowling alleys, ice or roller skating*

rinks, indoor movie theaters, and sports arenas. This definition does not include golf courses and country clubs."

- Outdoor Arts, Entertainment, and Recreation Activities, Other
  - EMC 18.20 Definition: "*facilities or places of business primarily engaged in the provision of sports, entertainment, or recreational services to the general public or members with outdoor facilities. Examples include swimming pools, ice or roller skating rinks, drive-in theaters, miniature golf courses, golf courses, theme parks, amusement parks, and sports arenas.*"
- Special Food Services
  - EMC 18.20 Definition: "*businesses providing food services at off-site locations, such as caterers and food service contractors. Further described in NAICS 7223 (except 722330).*"
  - NAICS 722330 covers Mobile Food Services, which are generally not considered permanent establishments and are therefore not subject to TIFs.
- Drinking Places for Alcoholic Beverages
  - EMC 18.20 Definition: "*bars, taverns, nightclubs, or drinking places primarily engaged in preparing and serving alcoholic beverages for immediate consumption, which may also provide limited food services. Further described in NAICS 722410.*"
  - NAICS Information:

722410 - Drinking Places (Alcoholic Beverages)

Top Businesses by Annual Sales for 722410 – Click for Complete Profiles:

Rci Hospitality Holdings Inc	Winking Lizard Inc
McMenamins Inc	Macayo Restaurants LLC
Boston Brewing Co Inc	Copelands New Orleans LLC
Graham Brothers Entrmt Inc	Rio Grande Mexican Rest Inc
99 Boston Inc	R L K and Company

This industry comprises establishments known as bars, taverns, nightclubs, or drinking places primarily engaged in preparing and serving alcoholic beverages for immediate consumption. These establishments may also provide limited food services.

Cross-References. Establishments primarily engaged in--

- Preparing and serving alcoholic beverages (i.e., not known as bars or taverns) and providing food services to patrons--are classified in Industry 72251, Restaurants and Other Eating Places;
- Operating a civic or social association with a bar for their members--are classified in Industry 813410, Civic and Social Organizations;
- Retailing packaged alcoholic beverages not for immediate consumption on the premises--are classified in Industry 445320, Beer, Wine, and Liquor Retailers;
- Operating nightclubs or dance clubs without selling alcoholic beverages--are classified in Industry 713990, All Other Amusement and Recreation Industries; and
- Manufacturing brewery, winery, and distillery products--are classified in Industry Group 3121, Beverage Manufacturing.

- Restaurants, Full Service
  - EMC 18.20 Definition: "*restaurants providing food services to patrons who order and are served while seated (i.e., waiter/waitress service) and pay after eating. Further described in NAICS 722511.*"
  - NAICS Information:

722511 - Full-Service Restaurants

Top Businesses by Annual Sales for 722511 – Click for Complete Profiles:

Gmri Inc	Texas Roadhouse Inc
Chipotle Mexican Grill Inc	Brinker International Inc
Darden Restaurants Inc	Cheesecake Factory Inc
Homestyle Dining LLC	Cracker Brrel Old Cntry Str In
Bloomin Brands Inc	Panera Bread Company

This U.S. industry comprises establishments primarily engaged in providing food services to patrons who order and are served while seated (i.e., waiter/waitress service) and pay after eating. These establishments may provide this type of food service to patrons in combination with selling alcoholic beverages, providing carryout services, or presenting live nontheatrical entertainment.

Cross-References. Establishments primarily engaged in--

- Providing food services where patrons generally order or select items and pay before eating, other than mobile food services, cafeterias, grill buffets, buffets, and snack and nonalcoholic beverage bars--are classified in U.S. Industry 722513, Limited-Service Restaurants;
- Preparing and serving meals for immediate consumption using cafeteria-style or buffet serving equipment, known as cafeterias, grill buffets, or buffets--are classified in U.S. Industry 722514, Cafeterias, Grill Buffets, and Buffets;
- Selling a specialty snack (e.g., ice cream, frozen yogurt, cookies, popcorn) or nonalcoholic beverage, except from mobile vehicles, for consumption on or near the premises--are classified in U.S. Industry 722515, Snack and Nonalcoholic Beverage Bars;
- Preparing and serving alcoholic beverages and known as bars, taverns, or nightclubs--are classified in Industry 722410, Drinking Places (Alcoholic Beverages);
- Operating a civic or social association with a restaurant for their members--are classified in Industry 813410, Civic and Social Organizations;
- Presenting live theatrical productions and providing food and beverages for consumption on the premises--are classified in Industry 711110, Theater Companies and Dinner Theaters; and
- Restaurant meals order and delivery services (i.e., independent order and delivery services)--are classified in Industry 492210, Local Messengers and Local Delivery.

- Personal Care Services
  - EMC 18.20 Definition: "*businesses primarily engaged in providing services to meet individuals' periodic personal needs. Examples include, but are not limited to, coin-operated laundries, dry cleaning drop-off/pick-up establishments, dry cleaners, beauty shops, barber shops, clothing alterations, tanning salons, travel agencies, payday loan establishments, photographic studios, carpet and upholstery cleaners, and personal improvement services. Further described in NAICS 8121, 812310, and 8123200.*"

- As presented in the Land Use Table, this does NOT include the following "Services" land uses:
  - Automotive Repair and Maintenance
  - Other Repair and Maintenance
  - Funeral Homes and Funeral Services
  - Crematoria
  - Pet Care Services (*separately covered below*)

- Veterinary Services
  - EMC 18.20 Definition: "*any premises to which animals are brought, or where they are temporarily kept, solely for the purpose of diagnosis or treatment, care, observation, or treatment of any illness or injury to animals. Further described in NAICS 541940.*"
  - NAICS Information:

541940 - Veterinary Services

Top Businesses by Annual Sales for 541940 – Click for Complete Profiles:

Idexx Laboratories Inc	Best Friends Pet Care Inc
Veternary Spcalists N Amer LLC	VCA Animal Hospitals Inc
Reading Hospital Services Inc	Direct Vet Marketing Inc
Bluepearl Operations LLC	Rover Group Inc
Medvet Associates LLC	A Caring Doctor Minnesota PA

This industry comprises establishments of licensed veterinary practitioners primarily engaged in the practice of veterinary medicine, dentistry, or surgery for animals; and establishments primarily engaged in providing testing services for licensed veterinary practitioners.

Illustrative Examples:

Animal hospitals
Veterinary clinics
Veterinarians' offices
Veterinary testing laboratories

Cross-References. Establishments primarily engaged in--

- Providing veterinary research and development services--are classified in Industry 54171, Research and Development in the Physical, Engineering, and Life Sciences;
- Providing nonveterinary pet care services, such as boarding or grooming pets--are classified in Industry 812910, Pet Care (except Veterinary) Services;
- Providing animal breeding services or boarding horses--are classified in Industry 115210, Support Activities for Animal Production; and
- Transporting pets--are classified in U.S. Industry 485991, Special Needs Transportation.

- Pet Care Services, All Other
  - EMC 18.20 Definition: "*establishments primarily engaged in providing pet care services such as boarding, grooming, sitting, and training domestic animals. Examples include pet grooming shops, pet daycare, and pet boarding services. This excludes veterinary services and kennels as defined in this chapter. Further described in NAICS 812910.*"
  - NAICS Information:

812910 - Pet Care (except Veterinary) Services

Top Businesses by Annual Sales for 812910 – Click for Complete Profiles:

American Pet Resort LLC	Farm Sanctuary Inc
Guide Dogs For Blind Inc	Wag Hotels Inc
Canine Cmpnons For Indpendence	Hits Inc
Kennelwood Village Inc	Stable Group LLC
Canine Incorporated	Global Rescue LLC

This industry comprises establishments primarily engaged in providing pet care services (except veterinary), such as boarding, grooming, sitting, walking, and training pets.

Cross-References. Establishments primarily engaged in--

- Practicing veterinary medicine--are classified in Industry 541940, Veterinary Services;
- Boarding horses--are classified in Industry 115210, Support Activities for Animal Production; and
- Transporting pets--are classified in U.S. Industry 485991, Special Needs Transportation.

CITY OF EDGEWOOD TRANSPORTATION IMPACT FEE PROGRAM REPORT

Prepared for:
City of Edgewood

July 2025

Prepared by:

transpogroup
WHAT TRANSPORTATION CAN BE.

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Kirkland, WA 98034-7120
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Appendix

Executive Summary

This report presents the Transportation Impact Fee (TIF) program for the City of Edgewood (City). The TIF program has been updated based on the transportation project list from the Transportation Element (TE) within the City's 2024 Comprehensive Plan. This report outlines the methodology for determining the amount of transportation project costs eligible for TIF funding and derives a TIF rate per PM peak hour vehicle based on forecast land use growth within the City. As required by the Growth Management Act (GMA), the impact fee calculation presented herein accounts only for transportation improvement costs needed to accommodate growth and does not address existing network deficiencies. The multimodal level of service (MMLOS) standards established in the TE were used to identify the transportation improvements needed to accommodate growth. The TIF-eligible project costs identified for the City have been reduced to account for only those projects likely to be completed within the 20-year period evaluated as part of the Transportation Element.

Table ES.1 summarizes the key findings of the TIF program. TIF-eligible transportation project costs are estimated at $44.3 million. The expected increase in PM peak hour trips associated with planned land use growth through 2044 is estimated to be 3,566 trips. The TIF-eligible costs were then divided by the estimated growth in PM peak hour trips to arrive at a base TIF rate of $12,426 per PM peak hour trip. The base TIF rate was further reduced based on transportation financing assumptions from the Transportation Element, for a reduced maximum TIF rate of $9,979 per PM peak hour trip.

Table ES.1 Citywide Transportation Impact Fee Rate

A. TIF-Eligible Project Costs[1]	**$44,310,000**
B. Growth in Trips[2]	3,566
C. Maximum Base TIF Rate for Service Area[3]	$12,426
D. Ratio of Capital Project Revenues to Costs[4]	0.80
E. Reduced Base TIF Rate for Service Area[5]	$9,979

1. See Table 2.
2. Based on analysis of land use growth from the 2024 Land Use Plan and PM peak hour trip generation rates from the ITE *Trip Generation Manual, 11th Edition.*
3. Values in line A divided by values in line B, rounded to nearest dollar.
4. The ratio of expected transportation capital project revenues (from the Transportation Element) to the expected transportation capital project costs was used to reduce the overall TIF rate for the City. Note that the expected capital project costs have been reduced to include only those projects expected to be completed within the 20-year period evaluated in the Transportation Element.
5. Base TIF Rate ($12,426) multiplied by values in line D, rounded to nearest dollar.

New developments planned within the City are required to make the necessary TIF payment at time of building permit issuance, as outlined in the Edgewood Municipal Code (EMC) Chapter 4.30. Impact fees collected by the City shall be used to fund those transportation projects outlined in Table 1 of this report.

The impact fee base rate shall be updated annually using the Consumer Price Index (CPI) in the region, unless a more applicable industry standard construction cost index is available. The City will prepare an annual report for the previous calendar year summarizing the fees collected and the projects financed using TIF funds.

Introduction

Edgewood, like many local government agencies in Washington State, has implemented transportation impact fees (TIF) to help fund improvements to its transportation system. The Growth Management Act (GMA) allows agencies to develop and implement a TIF program to help fund some of the costs of transportation facilities needed to accommodate growth. State law (Chapter 82.02 RCW) requires that TIFs are:

- Related to improvements serving new developments and not existing deficiencies;
- Assessed proportional to the impacts of new developments;
- Allocated for improvements that reasonably benefit new development; and
- Spent on facilities identified in the Capital Facilities Plan

The City first implemented and adopted a TIF program in 2007 (Ordinance No. 07-0282). The program is defined in Title 4.30 of the Edgewood Municipal Code. In 2015, the City updated its Comprehensive Plan to support the growth expected to occur between 2015 and 2035. The TIF program was updated in 2016 to be consistent with the Comprehensive Plan and again in 2021 to account for increased construction costs and reevaluate project eligibility. The analysis from the adopted 2024 Comprehensive Plan forms the basis for the 2025 TIF program update.

The TIF program builds from the long-term transportation project list contained in the Transportation and Capital Facilities Elements of the Comprehensive Plan. The project list was originally prepared by utilizing the City's travel demand model to evaluate future transportation system needs. The travel demand model is a tool for forecasting traffic volumes based on the projected growth in housing and employment identified in the Land Use Element. The travel demand model was utilized to provide the technical basis for the TIF program. The scope and cost of transportation projects has been updated and refined since adoption of the Comprehensive Plan to reflect further design elements, increased costs, or modifications to the general scope of the project.

In line with the multimodal level of service (MMLOS) requirements enacted by House Bill 1181 (HB1181) in 2023, the Washington State Legislature also passed Senate Bill 5452 (SB 5452) expanding the transportation improvements eligible for TIF funding. RCW 82.02.090(7) was amended to include pedestrian and bicycle facilities on the list of "public facilities" eligible for TIF funding. This update follows the adoption of the 2024 Comprehensive Plan, which included an expanded project list with pedestrian and bicycle projects, and updates the City's TIF program to incorporate the cost of these improvements into the fee calculation.

Further, recent legal rulings have changed the manner with which impact fees are calculated and documented. The U.S. Supreme Court in *Sheetz v. El Dorado County* (2024) ruled that legislatively imposed conditions to all development are not exempt from the Takings Clause outlined in the Fifth Amendment. Thus, impact fees must provide a nexus to the development and be roughly proportional to its impact. While TIFs in the state have long been subject to nexus and proportionality requirements, the *Sheetz* decision shifts the responsibility onto public agencies to document and support the methodology used to calculate the impact fee. The City's updated TIF program, outlined herein, has been refined and updated to meet the heightened requirements of this ruling.

This report documents the 2025 update of the City of Edgewood's TIF program. The report also highlights what transportation impact fees are and how they relate to other development regulations. An overview of the TIF program is provided to summarize how the program was set-up and how the fees were established. It also highlights how the program will be implemented by Edgewood.

What are Transportation Impact Fees?

Transportation impact fees (TIFs) are allowed under the GMA to help fund growth-related capital facility improvements to public streets and roads. Impact fees are also allowed under GMA to fund other public capital facilities such as parks, open space, recreation facilities, schools, and fire protection. The following summarizes the GMA definition of an impact fee:

"Impact fee" means a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. (source: RCW 82.02.090[3])

Public transportation facilities for which TIF funding can be utilized include:

Public streets, roads, and bicycle and pedestrian facilities that were designed with multimodal commuting as an intended use; (source: RCW 82.02.090[7](a))

Impact fees are an optional element under GMA; agencies are not required to implement them. They are used to help mitigate some of the transportation impacts due to new development or redevelopment.

TIFs cannot be the only funding for the growth-related transportation improvement projects. The project cost allocations must account for other public funding which would be generated by development in forms of taxes or user fees.

Transportation impact fees help mitigate development impacts for system wide traffic impacts. The following summarizes the key points:

- Supports "growth pays for growth" principal
- Funds must be spent on transportation improvement projects that are designed to serve new growth and not fix existing deficiencies
- Funds must be spent on improvements that generally benefit the developments paying the fee
- Impact fee projects are to address "system" improvements, not "project" improvements
- Must be generally proportional to impacts of development
- Helps provide funding for the agency's six-year Capital Improvement Program
- Funds assessed for several improvement needs can be "pooled" to address agency's priority projects

How do Transportation Impact Fees Relate to Other Development Regulations?

As noted above, TIFs are an optional element allowed under GMA. They are used to help mitigate some of a development's impacts to the transportation system. TIFs are used in conjunction with three other development review regulations as shown in Figure 1:

- Frontage Improvements/Development Regulations
- State Environmental Policy Act (SEPA)
- Transportation Concurrency

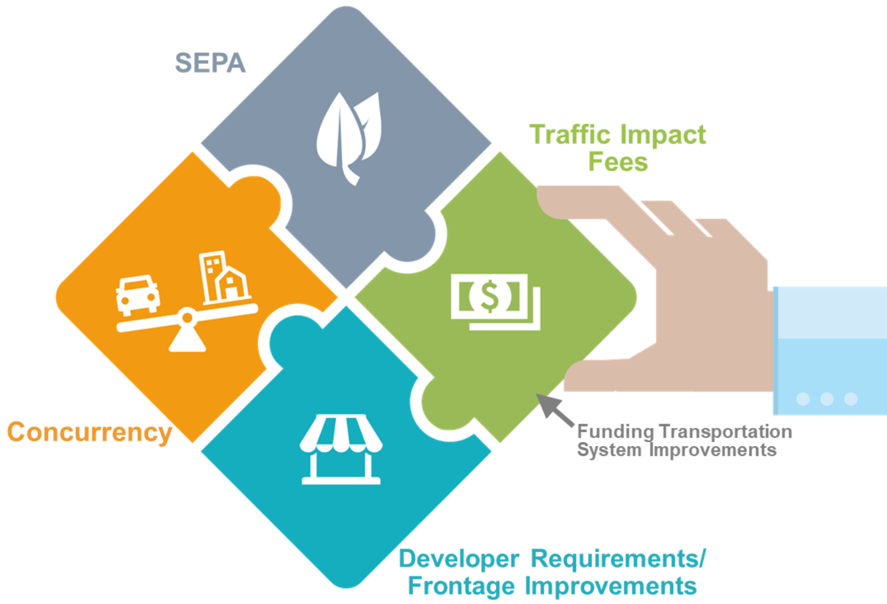


Figure 1. Elements of the Development Review Process

These other requirements basically cover transportation impacts directly resulting from development. They do not specifically address the long-term transportation system needs resulting from forecast growth. While transportation impact fees can change how agencies apply some of these other regulations, the other requirements do not go away with adoption of a TIF. The following summarizes the basic roles of the other transportation review and mitigation programs.

Development Regulations/Frontage Improvements

When properties are subdivided or otherwise developed, the permitting agency can require transportation and other improvements needed to promote the public health, safety, and general welfare (RCW 58.17). Frontage improvements and site development regulations help ensure that the City's road standards are met and that ultimately, new development is served by transportation facilities in a safe and efficient manner. Developers can be required to construct the site's frontage and on-site roadways based on the City's Road Standards (EMC 12.05). Frontage improvements apply to both vehicular and active transportation facilities. Key elements related to addressing impacts to the transportation system include:

- Addresses on-site impacts and access onto public rights-of-way
- Helps to ensure that new development is served by adequate roadways
- Developer can be responsible for frontage along public and private roads
- Can be used to address potential vehicular, transit, and active transportation needs serving the development

State Environmental Policy Act (SEPA)

Washington's State Environmental Policy Act (SEPA), adopted in 1971 (RCW 43.21C), directs State and local decision-makers to consider the environmental consequences of their actions. "SEPA gives agencies the tools to both consider and mitigate for environmental impacts of proposals." (*Washington State Department of Ecology, SEPA Handbook, 2003*) Implementing regulations, in the form of the SEPA Rules (WAC 197-11) establish uniform requirements for agencies to use in evaluating the potential environmental impacts of a proposal. The process also allows review of possible project alternatives or mitigation measures that will reduce the environmental impacts of a project. For transportation, SEPA is typically used to review impacts within the immediate and nearby vicinity, such as vehicular access points, and operations and safety at nearby intersections or roadways. Depending on the potential for impacts, SEPA review can extend beyond the immediate vicinity of the development based on an assessment of the impacts of the proposed development. SEPA uses the “significant adverse environmental impact” standard as the threshold for triggering mitigation. The intention of SEPA, as applied for transportation, is to mitigate a development’s significant adverse impact on the transportation system in terms of capacity, operations, and safety, including access, circulation, pedestrian connections and safety, bicycle system needs, and transit facilities and services.

The following summarizes key items of SEPA in the review of specific development projects:

- Uses “significant adverse impact” standard (not just level of service)
- Broad scope can be used to address impacts on capacity, safety, operations, non-motorized travel, and transit
- Typically reviewed on a development by development basis, or as part of a Planned Action Ordinance
- Can be used to mitigate both on- and off-site impacts
- Mitigation can be in the form of constructing improvements or payment of proportionate share of improvement costs
- Pooling of mitigation funds from one impact location to another location is generally not allowed
- Does not require denial of developments if standards are not met

Concurrency

The GMA (RCW 36.70A.070) requires that infrastructure improvements or strategies to accommodate development be available when the impacts of development occur. For transportation facilities, concurrency is defined in the GMA and the Washington Administrative Code (WAC) to mean that any needed transportation improvements or programs be in place at the time of development or that a financial commitment exists to complete the improvements or strategies within six years. Local governments have flexibility regarding how to set level of service standards and how to apply transportation concurrency within their plans, regulations, and permit systems.

As part of the requirement to develop a comprehensive plan, jurisdictions are required to establish level-of-service standards for arterials, transit service, and other facilities, such as water and sewer. With the passage of HB 1181, when evaluating the performance of the transportation networks, jurisdictions are now required to adopt multimodal level-of-service standards by which to measure the performance not just for vehicles, but for pedestrians, bicyclists, and transit users as well. As part of the 2024 Comprehensive Plan update, the City adopted multimodal level of service standards.

Once a jurisdiction adopts a standard, it is used to determine whether the impacts of a proposed development can be accommodated with the existing transportation system. If a “development causes the level of service on a locally owned transportation facility to decline below the standards adopted in its transportation element”, jurisdictions are required to prohibit development approval unless transportation improvements or strategies to accommodate the impacts of development are made ***concurrent*** with the development. Transportation is the only area of concurrency that specifies denial of development if the standards are not met within six years. The Growth Management Hearings Boards reiterated the role of a concurrency program, finding that “the concept of concurrency is not an end in of itself but a foundation for local governments to achieve the coordinated, consistent, sustainable growth called for by the Act” *(source: Puget Sound Regional Council, Assessing the Effectiveness of Concurrency, 2002).*

Concurrency provides a link between land use, transportation, and public investments. The following identifies key requirements for concurrency programs.

- Compliance with the GMA
- Local governments have flexibility in applying concurrency
- Measured with level of service standards as defined by the City's Comprehensive Plan
- Addresses system wide impacts
- Developments shall not be approved if development causes the level of service to decline below identified standards and the standards cannot be met within six years.

Development of the City of Edgewood's Transportation Impact Fee Program

The updated Transportation Impact Fee program for the City of Edgewood is based on technical analyses and policy direction as part of the adopted Transportation Element of the City's Comprehensive Plan, which was last updated in 2024. The 2025 update to the TIF program represented a comprehensive review of the existing impact fee methodologies and rates to better align with legislative changes allowing for the incorporation of active transportation projects into the program. In addition to the expansion of the methodology, this update included updating project cost estimates and reviewing project scope and project eligibility criteria more closely. Material and labor costs associated with construction have continued to increase since the TIF program was last updated in 2021.

Key elements of the program are presented in this section, including:

- What improvement projects and costs are included?
- What share of the TIF Costs are allocated to growth in Edgewood?
- What is the service area for the TIF Program?
- What are the resulting impact fee rates and schedules?
- How are TIF rates determined for uses not specifically included in the rate schedule?
- How are the transportation impact fees collected and spent?
- Are any developments exempt from the fees?
- How will the impact fees be kept up to date?

What Improvement Projects and Costs are Included?

As noted above, the GMA specifies that Transportation Impact Fees shall only be used for system improvements that are reasonably related to new development. As defined by GMA (RCW 82.02.090), *"system improvements mean public facilities that are included in the capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements."*

The City's Transportation Element includes a list of transportation projects needed to address existing and forecast capacity, operations, and safety needs through 2044. The plan builds upon the City's policies, standards, and overall transportation funding strategy. The plan also reflects state and regional plans and programs, including planned improvements to the state highway system.

The project list was reviewed to confirm improvements that were needed to address deficiencies and serve growth (and therefore, TIF eligible) and those that were not TIF-eligible. The multimodal level of service (LOS) standards established in the Transportation Element were used to determine whether a project could be considered necessary to address future land use growth. This initial screening of the project list used the results of the analysis conducted as part of the Transportation Element update and evaluated both vehicular and active transportation needs. In addition, the project list was reviewed to determine those projects reasonably expected to be completed within the 20-year period evaluated in the Comprehensive Plan. Projects expected to be completed beyond the 20-year window were removed from the project list for purposes of the TIF calculations.

TIF Eligible Projects

The first step in calculating the TIF-eligible project costs was to determine which Transportation Element projects are required to address future growth. The process used to determine whether projects were eligible for TIF funding looked at the results of the LOS analysis conducted as part of the Transportation Element to determine whether transportation deficiencies are projected under 2044 Baseline conditions. All projects proposed at locations identified as operating below either the City's vehicular or active transportation LOS standards (as established in the Transportation Element) were assumed to be TIF-eligible. The City's planned growth would contribute vehicle trips to these locations operating below the established LOS under future conditions, and therefore, can reasonably be determined to contribute to the network deficiencies.

The following LOS standards are established in the Transportation Element and were used to identify the TIF-eligible projects:

Vehicular Intersection LOS

- **Meridian Avenue (SR 161):** LOS E or better for SR 161, as established by WSDOT and PSRC
- **Other Intersections:** LOS D or better[1]

Vehicular Roadway Segment LOS

- **Minor Arterial and Collector Streets:** LOS C or better, based on a volume-to-capacity (V/C) ratio of 0.80 or less

Pedestrian LOS

- **Planned Pedestrian Network Roadways:** an orange or acceptable LOS, indicating pedestrian facilities exist (which meet the City standards) but may or may not be built as identified in planned network

Bicycle LOS

- **Planned Bicycle Network Roadways:** an orange or acceptable LOS, indicating bicycle facilities exist (which meet the City standards) but may or may not be built as identified in planned network

Table 1 and Figures 2 and 3 show the transportation improvements from the 2024 Transportation Element that were identified as being growth-related system improvements needed to address future deficiencies. The projects listed represent most of the improvement projects in the Transportation Element. As shown, the TIF-eligible projects have an estimated total cost of approximately $178 million (in 2024 dollars).

[1] To avoid mitigation that would only serve a small volume of traffic, the City may allow two-way and one-way stop-controlled intersections to operate worse than the LOS standards. However, the City requires that these instances be thoroughly analyzed from an operational and safety perspective.

Table 1. TIF Program Projects

Project ID	Project Name	Project Limits	Project Description	Project Cost ($1,000s)[1]
Roadway and Intersection Projects				
R-2	Meridian Avenue Phase 1 Improvements	24th Street to north of 36th St	Widen to 4 lanes, add multiuse path on both sides of Meridian, RAB at 32nd Street	$18,100
R-3	Meridian Avenue Phase 2 Improvements*	North of 36th Street to south of 36th Street	Widen to 4 lanes, add multiuse path on both sides of Meridian, RAB at 36th Street	$11,100
R-4	Meridian Avenue Phase 3 Improvements	south of 36th Street intersection to north of 43rd St Ct E	Extend the 3-lane facility (2 NB and 1 SB lane), add multiuse path on east side of Meridian, intersection improvements at 102nd Ave E	$19,300
I-01	Meridian & 12th / 13th St Intersection Improvements*	Meridian Avenue E / 12th St & 13th St	Design and construct intersection improvement(s) to address existing deficiencies	$4,650
Meridian Corridor Projects				
E-1	8th St E	Meridian to 105th Avenue	Improve corridor to collector arterial standard	$4,129
E-2	104th Ave E/105th Ave E*	8th Street E to 10th Street Ct E	Build corridor to collector arterial standard	$4,129
E-3	105th Ave E*	Jovita Blvd E to 8th Street E	Build or improve corridor to collector arterial standard	$510
E-4	12th St E	Meridian to 104th Avenue	Improve corridor to collector arterial standard	$1,990
E-6	16th St E	Meridian to 104th Avenue E	Improve corridor to collector arterial standard	$1,860
E-7	104th Ave E*	16th Street E to 1800 block	Build corridor to collector arterial standard	$1,150
E-10	22nd St E	Meridian to 104th Avenue E	Improve corridor to collector arterial standard	$820
E-11	24th St E	Meridian to 104th Avenue E	Improve corridor to collector arterial standard	$1,860
E-16	106th Ave E/ Chrisella Rd Extension*	32nd Street E to Chrisella Rd E	Build or improve corridor to collector arterial standard	$2,930
E-17	36th St E	Meridian to Chrisella Rd Extension	Improve corridor to collector arterial standard	$570
W-2	101st Ave E	16th Street E to 20th Street E	Build or improve corridor to collector arterial standard	$1,570
W-4	101st Ave E / 100th Ave E	18th Street Ct E to 24th Street E	Build or improve corridor to collector arterial standard	$3,430
W-5	24th St E	100th Avenue E to Meridian	Improve corridor to collector arterial standard	$1,480

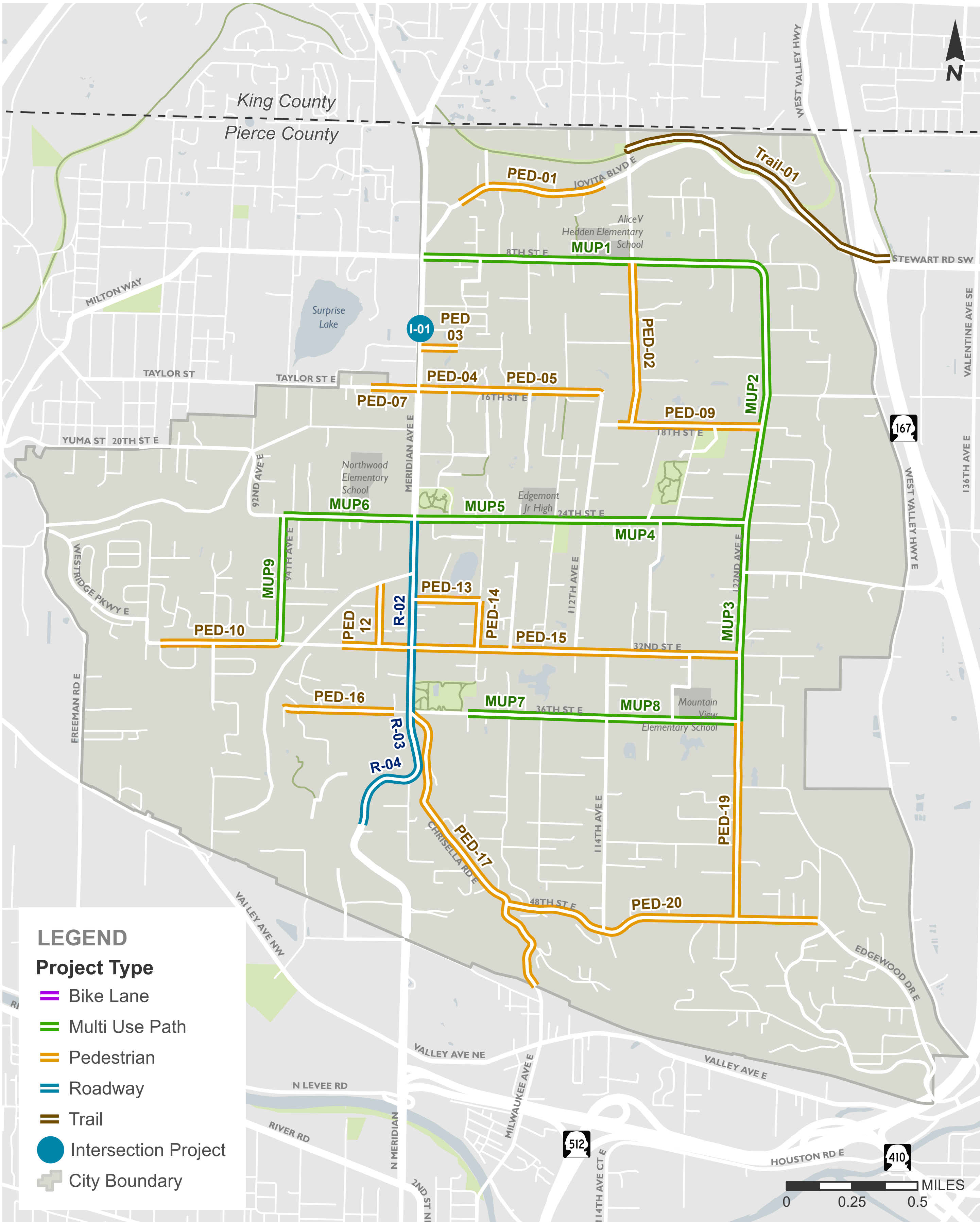
Table 1. TIF Program Projects

Project ID	Project Name	Project Limits	Project Description	Project Cost ($1,000s)[1]
Active Transportation Projects				
MUP-1	8th Street E	Meridian Avenue E to 122nd Ave E	install 12' shared use path	$6,400
MUP-2	122nd Ave E	8th Street E to 24th St E	install 12' shared use path	$8,470
MUP-3	122nd Ave E	24th St E to 36th St E	install 12' shared use path	$3,800
MUP-4	24th St E	110th Ave E to 122nd Ave E	install 12' shared use path on north side of street	$3,600
MUP-5	24th St E	Meridian Ave E to 110th Ave E	widen existing sidewalk/walk to 10'	$1,500
MUP-6	24th St E	94th Aven E to Meridian Ave	install 12' shared use path on north side of street	$2,500
MUP-7	36th St E*	City Park to existing walkway	install 12' shared use path on north side of street	$11,100
MUP-8	36th St E	Replace existing walkway	widen existing path to 10' (from 7A terminus to 122nd Ave)	$2,000
MUP-9	94th Ave E	24th St E to 32nd St E	install 12' shared use path	$2,400
PED-01	Jovita Blvd E	106th Ave Ct E to existing SW west of 114th Ave E	add sidewalk, curb, gutter to both sides of roadway	$8,400
PED-02	114th Ave E / 13th St NW	8th St E to 18th St E	add asphalt path to one side of roadway	$1,900
PED-03	13Th St Ct E	Meridian Avenue E to 104th Ave E	add sidewalk, curb, gutter to both sides of roadway	$2,200
PED-04	16th St E	Meridian Avenue E to 104th Ave E	add sidewalk, curb, gutter to both sides of roadway	$2,500
PED-05	16th St E	104th Ave E to 112th Ave E	add asphalt path (6') to one side of roadway	$1,600
PED-09	18th St E	114th Ave E to 122nd Ave E	add asphalt path (6') to one side of roadway	$1,700
PED-10	32nd St E	87th Ave E to 94th Ave E	add asphalt path (6') to one side of roadway	$1,400
PED-12	100th Ave E	32nd St E to end of roadway	add asphalt path (6') to one side of roadway	$800
PED-13	29th St E	Meridian Ave E to 106th Ave E	add asphalt path (6') to one side of roadway	$800

Table 1. TIF Program Projects

Project ID	Project Name	Project Limits	Project Description	Project Cost ($1,000s)[1]
PED-14	106th Ave E	29th St E to Park Entrance	add asphalt path to one side of roadway where no sidewalk currently exists	$600
PED-15	32nd St E	western edge of roadway to 122nd Ave E	add asphalt path (6') to one side of roadway	$4,600
PED-16	36th St E	western edge of roadway to Meridian Ave E	add asphalt path to one side of roadway	$1,300
PED-17	Chrisella Road	Meridian Ave E to city limits	improve markings, signage, lighting, sight distance, and possible traffic calming measures, add sidewalk, curb, gutter to both sides of roadway	$8,470
PED-19	122nd Ave E	36th St E to 48th St E	add asphalt path (6') to one side of roadway	$2,300
PED-20	48th St E	Chrisella Rd to Edgewood Dr E	add asphalt path (6') to one side of roadway	$3,700
TRAIL-01	Interurban Trail	114th Ave E to city limits	Construction of the trail	$22,400
			Transportation Element TIF Projects – Total Costs ($1,000s)	**$177,618**

1. Costs in 2024 dollars (2024 $).



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TIF-Eligible Transportation Projects

City of Edgewood TIF Update

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FIGURE 2

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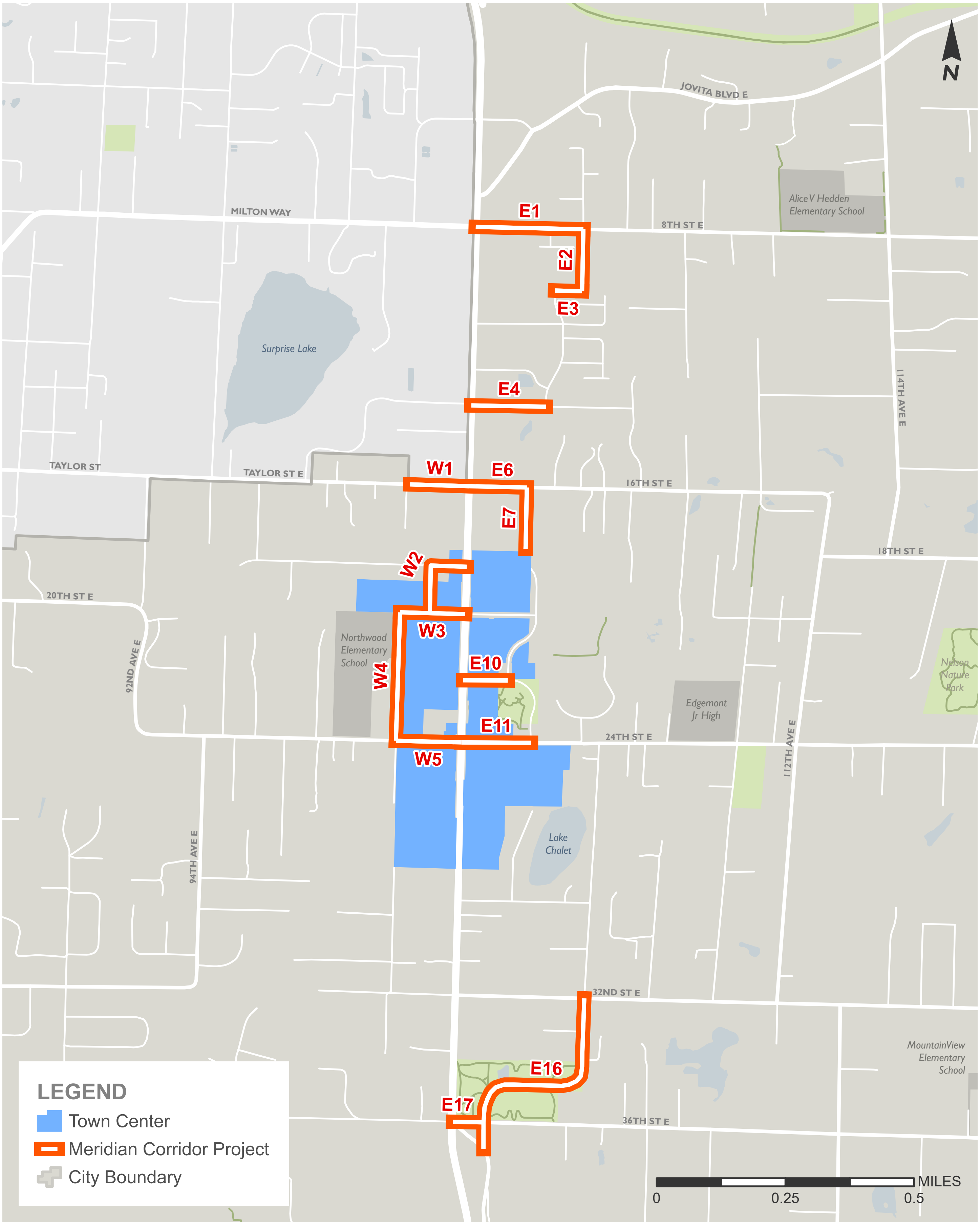

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Meridian Corridor TIF-Eligible Projects

City of Edgewood TIF Update

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FIGURE
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What are the Total TIF Program Project Costs?

Table 1 summarizes the improvements projects included in the 2025 TIF program. The project locations are shown on Figures 2 and 3. A project identification number was assigned to support discussion of the TIF program. The project identifiers do not represent the City's priorities or project references used in the Capital Improvement Program.

TIF Eligibility Percentages

Projects identified as TIF eligible were reviewed to determine what portion of the project costs could be included. The review addressed existing and forecast traffic volumes and levels of service. The primary focus of the technical analysis was to determine if the improvements were adding capacity to the transportation system that was needed to serve growth. The evaluation also assessed each improvement in resolving existing deficiencies - which cannot be covered by impact fees.

The TIF program includes a portion of the City's proposed plan to construct a parallel road network on both the east and west sides of Meridian Avenue. The parallel network was identified to support local property access, neighborhood circulation, and provide capacity for north-south travel in lieu of additional widening of Meridian Avenue. These roadways will help serve the forecasted growth in the City which is planned for in the Town Center and the rest of the Meridian Avenue corridor.

The City's travel demand model provided the basis for assessing roadway operations for the Meridian Parallel Road System. The travel forecasts and resulting volume-to-capacity (v/c) ratios were used to identify which of the parallel roads and connecting roads should be considered for inclusion in the TIF program.

Since the project list identifies both vehicular and active transportation projects, separate TIF-eligible cost percentages were calculated for projects addressing vehicular LOS deficiencies and those addressing active transportation LOS deficiencies. The calculation of separate TIF eligibility percentages based on project type allows for a stronger nexus between the improvement type and development impacts.

<u>Vehicular Project TIF Eligibility Percentages</u>
As shown in Table 1, several projects are proposed along Meridian Avenue to address future vehicular LOS deficiencies along the corridor. These projects include both the Roadway and Intersection Projects and Meridian Corridor Projects. Based on the 2023 Existing conditions identified in the Transportation Element, several two-way stop-controlled intersections along Meridian Avenue operate below the established LOS standards. This indicates the corridor provides minimal excess capacity to accommodate future growth trips and highlights the need for all future growth to contribute to improvements.

The TIF eligibility percentages developed for these projects addressing vehicular LOS deficiencies were derived based on the percentage of future traffic growth along Meridian Avenue associated with City-related land use. Growth trips along Meridian Avenue will be comprised of trips associated with City land uses, as well as non-City trips passing through Edgewood. Since impact fees can only be applied based on City-related growth, the TIF eligibility percentages were developed to account for only the portion of growth associated with City-related land use.

This percentage was determined based on trip estimates from the travel demand model developed for the 2024 Transportation Element. A “select link” analysis[2] was used to determine the origin and destination of the trips traveling along Meridian Avenue under the future (2044) conditions. Trips were separated into four groups:

- Internal-to-Internal (I-I) Trips: trips having an origin and destination within the City
- Internal-to-External (I-X) Trips: trips having an origin within the City and a destination outside the City
- External-to-Internal (X-I) Trips: trips having an origin outside the City and a destination within the City
- External-to-External (X-X) Trips: trips having both an origin and destination outside the City (pass-through trips)

Based on these trip estimates, the number of trip ends[3] associated with City land use were calculated for each corridor. I-I trips were counted as having two City-related trip ends, I-X and X-I trips were counted as having one City-related trip end, and X-X trips were counted as having zero City-related trip ends. The percent of traffic related to City land use was calculated by dividing the number of City-related trip ends by the total number of trip ends along each segment. Table 2 presents the results of the City-related growth percentage calculations for two segments of Meridian Avenue. These percentages were applied as the Vehicular TIF eligibility percentages to projects along or adjacent to Meridian Avenue.

Table 2. TIF Eligibility – Vehicular Projects

Segment	City-Related Growth %[1]
Meridian Avenue (north of 24th St)	45%
Meridian Avenue (south of 24th St)	40%

1. Rounded to the nearest 5 percent.

Due to the high construction costs of the corridor improvements along Meridian Avenue (SR 161), the City anticipates that outside funding sources (e.g., WSDOT, grants, legislative earmarks, etc.) will need to be secured to implement these improvements. The TIF-eligible costs for the projects listed below were capped at five percent to account for non-City sources being the main source of funding for the projects:

- Meridian Avenue Phase 1 Improvements (R-2)
- Meridian Avenue Phase 2 Improvements (R-3)
- Meridian Avenue Phase 3 Improvements (R-4)

<u>Active Transportation Project TIF Eligibility Percentages</u>
While the travel demand model has historically been used to calculate the nexus between growth and traffic increase, the travel demand model does not calculate active mode trips directly. As a result, a different measurement was needed to capture the link between development and active transportation trips. The assumption for this linkage is that active transportation improvement projects located nearer to areas of more dense development and

[2] A “select link” analysis is a travel demand modeling process by which the travel paths of specific trips are tracked through the transportation network to identify the specific roadways along which that trip is expected to travel. In this process, the origin and destination all trips traveling along the two segments of Meridian Avenue identified in Table 2 were recorded. The paths for these trips were then reviewed to determine whether the trips origin or destination was associated with a Transportation Analysis Zone (TAZ) inside or outside the City.
[3] Every trip is comprised of two trip ends (origin and destination). Trip ends were used in the calculation of the City-related growth to account for some trips having a greater association with City land uses than others (i.e., I-I associated with City land use on both ends of the trip but I-X and X-I trips associated with City land use on only one end of the trip).

existing pedestrian and bicycle generators (schools, parks, etc.) are more likely to shift traveler choice toward walking, biking and rolling and away from default automobile trips. Therefore, the TIF eligibility for active transportation improvement projects was calculated using proximity to planned growth. The level of planned housing growth was categorized into none, low, medium and high for each transportation analysis zone (TAZ) within the updated travel demand model. The planned growth is shown in Figure 4.

Active transportation projects were then awarded TIF eligibility based on their proximity to the highest level of growth shown in Figure 4. This criterion was selected to create a measurable nexus between areas of higher development and likely walk / bicycle activity.

Table 3 summarizes the link between the proximity to household growth and the TIF eligibility percentage. Note that the upper limit of TIF eligibility for active transportation projects was linked to the higher of the Vehicular TIF Eligibility percentages shown in Table 2.

Table 3. TIF Eligibility – Active Transportation Projects

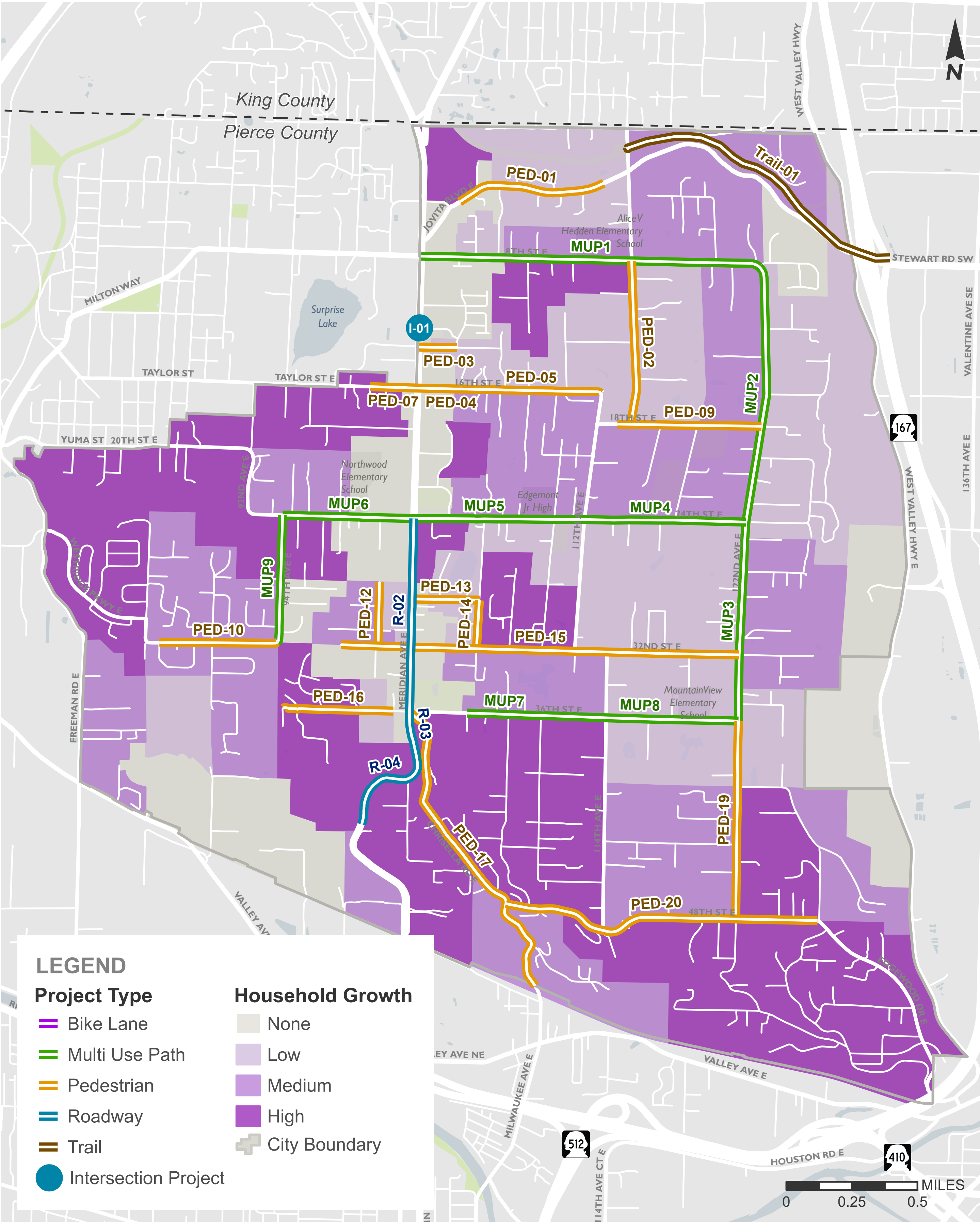
Household Growth	TIF Eligibility
None	0%
Low	15%
Medium	30%
High	45%

TIF Eligible Costs

The TIF eligibility percentages presented in Tables 2 and 3 for the vehicular and active transportation projects, respectively, were applied to the total project costs presented in Table 1 to determine the TIF-eligible cost for each project. The vehicular TIF eligibility percentages (Table 2) were applied to the Roadway and Intersection Projects and Meridian Corridor Projects. The active transportation TIF eligibility percentages (Table 3) were applied to the Active Transportation Projects. Table 4 summarizes the TIF eligibility percentages and TIF-eligible costs for the Transportation Element project list.

The City anticipates that some of the Meridian Corridor Projects (parallel road projects) will be partially funded through private development. As such, the TIF-eligible costs for these projects were further reduced to account for the portion of the project that would be constructed by adjacent development. For example, the cost for constructing the 104th Avenue E/105th Avenue E Meridian Corridor project (E-2) is expected to be evenly split between the City and adjacent development. As such, the base TIF eligibility percentage of 45 percent was reduced by half to 22.5 percent to account only for the City's portion of the project cost.

The total TIF-eligible cost allocated to the program is $44.3 million.



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Household Growth by TAZ and Proximity to Active Transportation Projects

City of Edgewood TIF Update

FIGURE
4

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Table 4. TIF Program Projects

Project ID	Project Name	Project Limits	TIF Eligibility %	TIF Eligible Cost ($1,000s)[1]
Roadway and Intersection Projects				
R-2	Meridian Avenue Phase 1 Improvements	24th Street to north of 36th St	5%[2]	$910
R-3	Meridian Avenue Phase 2 Improvements*	North of 36th Street to south of 36th Street	5%[2]	$560
R-4	Meridian Avenue Phase 3 Improvements	south of 36th Street intersection to north of 43rd St Ct E	5%[2]	$970
I-01	Meridian & 12th / 13th St Intersection Improvements*	Meridian Avenue E / 12th St & 13th St	45%	$2,090
Meridian Corridor Projects				
E-1	8th St E	Meridian to 105th Avenue	45.0%	$1,860
E-2	104th Ave E/105th Ave E*	8th Street E to 10th Street Ct E	22.5%[3]	$930
E-3	105th Ave E*	Jovita Blvd E to 8th Street E	22.5%[3]	$110
E-4	12th St E	Meridian to 104th Avenue	45.0%	$900
E-6	16th St E	Meridian to 104th Avenue E	45.0%	$840
E-7	104th Ave E*	16th Street E to 1800 block	22.5%[3]	$260
E-10	22nd St E	Meridian to 104th Avenue E	45.0%	$370
E-11	24th St E	Meridian to 104th Avenue E	20.0%[4]	$370
E-16	106th Ave E/ Chrisella Rd Extension*	32nd Street E to Chrisella Rd E	40.0%	$1,170
E-17	36th St E	Meridian to Chrisella Rd Extension	40.0%	$230
W-2	101st Ave E	16th Street E to 20th Street E	22.5%[3]	$350
W-4	101st Ave E / 100th Ave E	18th Street Ct E to 24th Street E	11.3%[5]	$390
W-5	24th St E	100th Avenue E to Meridian	40.0%	$590
Active Transportation Projects				
MUP1	8th Street E	Meridian Avenue E to 122nd Ave E	30%	$1,920
MUP2	122nd Ave E	8th Street E to 24th St E	30%	$2,540
MUP3	122nd Ave E	24th St E to 36th St E	15%	$570
MUP4	24th St E	110th Ave E to 122nd Ave E	30%	$1,080

Table 4. TIF Program Projects

Project ID	Project Name	Project Limits	TIF Eligibility %	TIF Eligible Cost ($1,000s)[1]
MUP5	24th St E	Meridian Ave E to 110th Ave E	30%	$450
MUP6	24th St E	94th Aven E to Meridian Ave	30%	$750
MUP7	36th St E*	City Park to existing walkway	45%	$5,000
MUP8	36th St E	Replace existing walkway	15%	$300
MUP9	94th Ave E	24th St E to 32nd St E	45%	$1,080
PED-01	Jovita Blvd E	106th Ave Ct E to existing SW west of 114th Ave E	15%	$1,260
PED-02	114th Ave E / 13th St NW	8th St E to 18th St E	15%	$290
PED-03	13Th St Ct E	Meridian Avenue E to 104th Ave E	15%	$0
PED-04	16th St E	Meridian Avenue E to 104th Ave E	30%	$0
PED-05	16th St E	104th Ave E to 112th Ave E	30%	$480
PED-09	18th St E	114th Ave E to 122nd Ave E	30%	$510
PED-10	32nd St E	87th Ave E to 94th Ave E	30%	$420
PED-12	100th Ave E	32nd St E to end of roadway	30%	$0
PED-13	29th St E	Meridian Ave E to 106th Ave E	15%	$0
PED-14	106th Ave E	29th St E to Park Entrance	45%	$0
PED-15	32nd St E	western edge of roadway to 122nd Ave E	30%	$930
PED-16	36th St E	western edge of roadway to Meridian Ave E	45%	$590
PED-17	Chrisella Road*	Meridian Ave E to city limits	45%	$3,810
PED-19	122nd Ave E	36th St E to 48th St E	45%	$1,040
PED-20	48th St E	Chrisella Rd to Edgewood Dr E	45%	$1,670
TRAIL-01	Interurban Trail*	114th Ave E to city limits	30%	$6,720
			TIF Eligible Project Costs ($1,000s)	**$44,310**

1. Costs in 2024 dollars (2024 $).
2. Due to the high construction costs for the corridor improvements to Meridian Avenue (SR 161), outside funding sources will need to be secured to implement the improvements. TIF-eligible project costs were capped at 5 percent to account for these projects largely being funded through non-City sources.

3. Project costs are expected to be shared between private development and the City (50% private development, 50% City). The base TIF eligibility percentage of 45% was reduced by half to account only for the City's portion of the costs.
4. Project costs are expected to be shared between private development and the City (50% private development, 50% City). The base TIF eligibility percentage of 40% was reduced by half to account only for the City's portion of the costs.
5. Project costs are expected to be shared between private development and the City (75% private development, 25% City). The base TIF eligibility percentage of 45% was reduced by three quarters to account only for the City's portion of the costs.

As shown on Table 1, the total cost of projects included in the TIF program is approximately $177.6 million (2024 dollars). After applying the adjustments, the TIF related portion of the costs is reduced to $44.3 million. This represents approximately 25 percent of the total project costs included in the TIF analysis.

What is the Service Area for the TIF Program?

GMA requires an agency implementing impact fees to establish one or more service areas (RCW 82.02.060) for assessing the fees. In 2012, the City evaluated various service area concepts. Based on that review, a single, citywide service area for its Transportation Impact Fee program has been maintained.

What Share of the TIF Costs Are Allocated to Growth in Edgewood

Increases in traffic in Edgewood will come from growth within the City as well as increased travel from outside of the City. Without specific Interlocal Agreements, the City can only apply its TIF to growth within its boundaries. The TIF share for growth in the City is based on the proportional share of the growth share of the forecast travel demands on the City roadways.

As noted previously, the TIF-eligibility rates derived from the travel demand model were calculated to separate out the growth-related travel demands from the existing travel demands. The growth travel demands were then divided into City generated travel and non-City generated growth travel demands. Growth trips that had an origin and/or destination within the City were counted as City-related trips.

What are the Resulting Transportation Impact Fees and Rates?

The City share of the impact fee program project costs were converted to a base cost per new PM peak hour trip. The base cost per new PM peak hour trip was then used to develop the TIF rate schedule for a wide range of land uses. The rate schedule takes into account the relative net new trip generation of the various land uses.

Base Transportation Impact Fee Rate

Based on the City's adopted Land Use Plan from 2024, growth in the City will generate 3,566 additional PM peak hour trips. To calculate a base transportation impact fee rate, the City growth share of the TIF project costs for the citywide service area were divided by the increase in trips forecast within the City. As shown in Table 5, this results in a base TIF rate of $12,426 per new PM peak hour trip for the citywide service area, which represents an increase from the current (2025) TIF rate of $12,140 per PM peak hour trip.

Table 5. Calculating the Citywide Base Transportation Impact Fee Rate

A. Growth Share of TIF Cost[1]	**$44,310,000**
B. Growth in Trips[2]	3,566
C. Base TIF Rate for Service Area[3]	$12,426

1. Based on analysis of land use growth from the 2024 Land Use Plan and PM peak hour trip generation rates from the ITE *Trip Generation Manual, 11th Edition.*
2. Based on model analysis of growth in travel based on land use assumptions.
3. Values in line A divided by values in line B, rounded to nearest dollar.

Reduced Transportation Impact Fee Rate

To fir the TIF rate to the funding program outlined in the Transportation Element, the base TIF rate calculated above in Table 5 was further reduced based on expected capital project revenue estimates. As shown previously in Table 1, the total combined cost of the projects incorporated into the TIF program is $177.6 million. The financing plan from the Transportation Element estimate 20-year revenues for transportation capital projects of $142.6 million, which represents approximately 80% of the total project costs in the TIF program. As shown in Table 6, the base TIF rate from Table 5 was reduced by this percentage for a reduced maximum TIF rate of $9,979 per PM peak hour trip.

Table 6. Calculating the Citywide Reduced Transportation Impact Fee Rate

A. Transportation Element TIF Projects – Total Costs[1]	$177,618,000
B. Transportation Element Total Capital Project Revenues[2]	$142,645,000
C. Ratio of Capital Project Revenues to Costs[3]	80.3%
D. Reduced Maximum TIF Rate for Service Area[4]	$9,979

1. From Table 1
2. From Transportation Element Table 12
3. The ratio of expected transportation capital project revenues (line B) to the expected transportation capital project costs (line A) was used to reduce the overall TIF rate for the City.
4. Base TIF Rate ($12,426) multiplied by values in line C, rounded to nearest dollar.

Development of the TIF Rate Schedules

The reduced transportation impact fee rate per new PM peak hour trip end is converted to a schedule of fees by land use category. This makes it simpler for staff and applicants to calculate the TIF for a specific development project. *Trip Generation*, Institute of Transportation Engineers (ITE), 11th Edition, 2021 provides data on the average PM peak hour trips generated for a wide range of land uses. The weekday PM peak hour trip rate is used because it is consistent with the modeling analysis of growth trips and was the basis for defining the improvement projects. The ITE rates are based on studies from around the United States using standardized sampling and reporting methods. The trip rates are defined based on units of development. Typically, trip rates for residential land uses are based on the number of dwelling units. Trip rates for employment land uses can be reported for several different variables, with the most typical being trips per 1,000 square feet of building area.

The base trip rates are adjusted to reflect the impacts of "new" trips, consistent with methodologies identified in *Trip Generation*.

Pass-by Trip Adjustment

The base PM peak hour trip rate reported by *Trip Generation* reflects the number of trips entering and exiting the site access driveways or roadways during the weekday afternoon time period. *Trip Generation* notes that for some retail and other commercial land uses, not all of the driveway trips are "new" to the road system, but are "pass-by" trips. Pass-by trips reflect traffic that would otherwise be traveling on the adjacent street system but makes an intermediate stop at the new development. A person making a trip between work and home but stops at a gas station along the route is an example of a pass-by trip. The inbound and outbound trips at the gas station would not be new trips to the system and should not be charged in the TIF. Therefore, the rate schedule applies an adjustment to account for the reduction of traffic impacts to account for pass-by trips.

Trip Generation Handbook, ITE, 3rd Edition, 2017 provides guidance on adjustments for pass-by trips. In addition to using ITE data, data on pass-by trip rates applied in TIF programs by other agencies were reviewed in developing the proposed adjustment for Edgewood. The base trip generation rate for residential and many other land use categories are not affected by pass-by trips and therefore, the full base trip rate is applied in the rate schedule.

TIF Rate Schedules

A revised transportation impact fee schedule was prepared for the citywide service area for a wide range of typical land uses. The rate schedule was calculated as follows:

Transportation Impact Fee Rate per Unit = Reduced Cost per New PM Peak Hour Trip x Base Trip Generation Rate per Unit of Development x Pass-by Trip Adjustment Factor

Appendix A includes the resulting rate schedule. The base trip rate and adjustments for pass-by trips are incorporated in the rate schedules. The impact fee assessed for a specific development would simply be calculated by multiplying the number of units by the rate per unit for the corresponding district.

Total Transportation Impact Fee = Number of Units x Transportation Impact Fee per Unit

How are TIF Rates Determined for Uses Not Specifically Included in the Rate Schedule?

The impact fee rate schedule included in Appendix A includes impact fee rates for a wide range of typical land uses. There will, however, be development applications for land uses not included in the rate schedule. GMA requires that the TIF ordinance allow applicants to submit their own independent studies to reflect unique characteristics that may not be accurately reflected by the average trip rates reported in *Trip Generation*.

For applications where the land use category is not included in the rate schedule, the Public Works Director (or designee), would review the schedule and base the rate on the most comparable type of land use in the schedule. The Public Works Director could review definitions in *Trip Generation* or other available studies. The Public Works Director would consider the type of activity, size of development, and other information provided by the applicant in selecting the comparable land use for use in establishing the fee. Such additional information may include the hours of operations; number of employees, staff, or visitors; parking requirements; potential market area; and proximity to other land uses. The Public Works Director should document the rationale for selecting a comparable land use in order to provide background for the project file.

If the Public Works Director determines that none of the categories in the rate schedule provides a suitable comparable land use, the Public Works Director could then request the applicant provide an independent fee calculation. An applicant can also choose to submit their own independent fee study for their development if they believe that the characteristics of their project are not accurately reflected by the rate schedule for one or more land uses. The independent fee calculation would provide data and/or analyses on trip generation characteristics including trip rates, mode share, Public Works Director may accept the calculation and impose the fee based on the independent fee analysis. If the Public Works Director does not accept the independent fee calculation, the applicant can appeal the decision to the hearing examiner consistent with City code.

How are the Transportation Impact Fees Collected and Spent?

The City of Edgewood requires that transportation impact fees be paid prior to the issuance a building permit. If a building permit is not required, the fees would be payable at the time of issuance of an applicable construction permit. The required fees would be those in effect at that time. Under GMA, the City is required to maintain a separate account in its accounting processes for the collected impact fees. The City will use the account to track collection of the TIF and where the funds are spent. The City would encumber the fees as part of its annual budgeting process to assure the funds are properly spent. Collected fees must be encumbered or spent within 10 years of receipt, unless an extraordinary reason is identified in written findings by the City Council. (The requirement to encumber or spend the fees within 10 years was adopted by the Washington State Legislative as part of ESHB 1478 in April 2011 and was signed by the Governor in May 2011.)

The City may only spend the collected fees on improvement projects identified in the TIF program (Figures 2 and 3). The fees may be spent on planning, engineering design, acquisition of right-of-way (for those projects where right-of way was included in the TIF cost), or construction of any of the TIF improvement projects.

GMA requires that the City provide a credit against the TIF for applicants that are required to construct all or a portion of a TIF project or for dedication of land that was *included in the costs of the TIF project*. This eliminates the potential for double charging a development applicant for the same improvement. Since the costs of rights-of-way and frontage improvements for the parallel road system projects were not included in the TIF cost share, credits would not be required for those project elements.

Are any Developments Exempt from the Fees?

GMA allows jurisdictions to exempt low-income housing or other developments that serve broad public purposes, as defined by the City. Fees that would otherwise be collected from exempt developments would be the responsibility of the City. These could be paid through property taxes, general funds, grants, or other applicable funding source but cannot be paid with other TIF fees. The total amount of the potential revenues generated by the program would be directly reduced by any exemptions.

The City of Edgewood has previously chosen to only exempt new developments that do not result in an increase in PM peak hour traffic. In accordance with the recommendation from the City of Edgewood Economic Development Advisory Board (May 5, 2025), the City has decided to also exempt the following non-residential land uses from Transportation Impact Fees:

- Manufacturing, Craft
- Pet and Pet Supplies Stores
- Retail Trade, All Other

- Business and Professional Services, General
- Consumer Goods Rental
- Community Care & Walk-in Clinics
- Indoor Arts, Entertainment, and Recreation Activities, Other
- Outdoor Arts, Entertainment, and Recreation Activities, Other
- Special Food Services
- Drinking Places and Alcoholic Beverages
- Restaurants, Full Service
- Personal Care Services
- Veterinary Services
- Pet Care Service, All Other

How Will the Impact Fees be Kept Up to Date?

Many communities with adopted impact fee programs incorporate an annual cost escalation to help keep fees more current. The cost escalator is based on an index that reflects changes in improvement costs for the area. The City's TIF program and ordinance does not include a cost escalation factor. If the City decides to incorporate a cost escalation factor in the future, it could be based on the most recent Consumer Price Index (CPI) in the region, unless a more applicable industry standard construction cost index is available.

The City also should plan to update the base TIF rates as new growth-related transportation improvement projects are defined as part of the next update of its Comprehensive Plan. Significant changes in forecast residential or employment growth from those in the current Land Use Element and travel forecasting model also would result in a need to update the TIF program and base/reduced rate schedule. Significant annexations to the City also could trigger a need to update the base TIF rates. Changes in land use and growth-related transportation improvement projects would likely be identified as part of the future updates of the City's Comprehensive Plan.

Appendix A: TIF Schedule

City of Edgewood
Schedule of Transportation Impact Fees

Cost per PM peak hour trip end = $9,979

Land Use Category - ITE 11th Edition	Land Use Subcategory	Notes (see below)	ITE Land Use Code	ITE Average PM Peak Hour Trip Rate (1)	Unit*	Pass-By Trip Reduction Factor ** (2)	Net New Trip Rate (3)	Impact Fee Per Unit (4)
RESIDENTIAL								
Single-Family Detached Housing		2	210	0.94	Dwelling Unit	1.00	0.94	$9,380
Single-Family Attached Housing		2	215	0.57	Dwelling Unit	1.00	0.57	$5,688
Multifamily housing (low-rise)		2	220	0.51	Dwelling Unit	1.00	0.51	$5,089
Multifamily housing (mid-rise)	Not Close to Rail Transit	2	221	0.39	Dwelling Unit	1.00	0.39	$3,892
Affordable Housing	Income Limits		223	0.46	Dwelling Unit	1.00	0.46	$4,590
Affordable Housing	Senior	1	223	0.09	Dwelling Unit	1.00	0.09	$898
Mobile Home Park		2	240	0.58	Dwelling Unit	1.00	0.58	$5,788
Senior Adult Housing - Single-Family		2	251	0.30	Dwelling Unit	1.00	0.30	$2,994
Senior Adult Housing - Multifamily		2	252	0.25	Dwelling Unit	1.00	0.25	$2,495

INSTITUTIONAL								
Elementary School			520	0.16	Students	1.00	0.16	$1,597
Middle School/Junior High School			522	0.15	Students	1.00	0.15	$1,497
High School			525	0.14	Students	1.00	0.14	$1,397
Private School (K-12)		1	532	0.17	Students	1.00	0.17	$1,696
Church			560	0.49	1,000 sf GFA	1.00	0.49	$4,890
Day Care Center		2	565	0.79	Students	0.56	0.44	$4,415
Library			590	8.16	1,000 sf GFA	1.00	8.16	$81,429
BUSINESS & COMMERCIAL								
Hotel		2	310	0.59	Room	1.00	0.59	$5,888
All Suites Hotel		2	311	0.36	Room	1.00	0.36	$3,592
Motel		2	320	0.36	Room	1.00	0.36	$3,592
Automobile Sales (News)		2, 3 (a)	840	2.42	1,000 sf GLA	0.75	1.82	$18,112
Automobile Sales (Used)		3 (a)	841	3.75	1,000 sf GFA	0.75	2.81	$28,066
Recreational Vehicle Sales		3 (a)	842	0.77	1,000 sf GFA	0.75	0.58	$5,763
Marijuana Dispensary		3 (a)	882	18.92	1,000 sf GFA	0.75	14.19	$141,602
Fast Food Restaurant without Drive-Through Window		3 (b)	933	33.21	1,000 sf GFA	0.45	14.94	$149,131
Fast Food Restaurant with Drive-Through Window			934	33.03	1,000 sf GFA	0.45	14.86	$148,323
Fast Food Restaurant with Drive-Through and No Indoor Seating			935	59.50	Drive-Through Lanes	0.69	41.06	$409,688
Coffee/Donut Shop without Drive-Through Window		3 (c)	936	32.29	1,000 sf GFA	0.35	11.30	$112,778

Coffee/Donut Shop with Drive-Through Window		3 (c)	937	38.99	1,000 sf GFA	0.35	13.65	$136,178
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating			938	15.08	Drive-Through Lanes	0.02	0.30	$3,010
Quick Lubrication Vehicle Shop		3 (d)	941	4.85	Servicing Position	0.57	2.76	$27,587
Automobile Care Center		2, 3 (d)	942	3.11	1,000 sf GLA	0.57	1.77	$17,690
Automobile Parts and Service Center		3 (d)	943	2.06	1,000 sf GLA	0.57	1.17	$11,717
Gasoline/Service Station			944	13.91	Vehicle Fueling Position	0.43	5.98	$59,687
Convenience Store/Gas Station	GFA (2-4k) - VFP (2-8)		945	18.42	Vehicle Fueling Position	0.44	8.10	$80,878
Convenience Store/Gas Station	GFA (2-4k) - VFP (9-20)		945	18.42	Vehicle Fueling Position	0.25	4.61	$45,953
Self-Service Car Wash		3 (e)	947	5.54	Wash Stall	0.43	2.38	$23,772
Automated Car Wash		1, 3 (e)	948	77.50	Car Wash Tunnels	0.43	33.33	$332,550
Car Wash and Detail Center		1, 3 (e)	949	13.60	Wash Stall	0.43	5.85	$58,357

OFFICE								
Nursing Home			620	0.59	1,000 sf GFA	1.00	0.59	$5,888
Free-Standing Emergency Room		1	650	1.52	1,000 sf GFA	1.00	1.52	$15,168
Medical-Dental Office Building	Stand-Alone	2	720	3.93	1,000 sf GFA	1.00	3.93	$39,217

Government Office Building			730	1.71	1,000 sf GFA	1.00	1.71	$17,064
United States Post Office			732	11.21	1,000 sf GFA	1.00	11.21	$111,865
Research and Development Center		2	760	0.98	1,000 sf GFA	1.00	0.98	$9,779
INDUSTRIAL								
General Light Industrial		2	110	0.65	1,000 sf GFA	1.00	0.65	$6,486
Industrial Park			130	0.34	1,000 sf GFA	1.00	0.34	$3,393
Manufacturing		2	140	0.74	1,000 sf GFA	1.00	0.74	$7,384
Warehousing		2	150	0.18	1,000 sf GFA	1.00	0.18	$1,796
Mini-Warehouse			151	0.15	1,000 sf GFA	1.00	0.15	$1,497
High-Cube Transload and Short-Term Storage Warehouse			154	0.10	1,000 sf GFA	1.00	0.10	$998
High-Cube Fulfillment Center Warehouse	Non-Sort		155	0.16	1,000 sf GFA	1.00	0.16	$1,597
Utility		2	170	2.27	1,000 sf GFA	1.00	2.27	$22,652
Specialty Trade Contractor			180	1.93	1,000 sf GFA	1.00	1.93	$19,259
PORT and TERMINAL								
Intermodal Truck Terminal		1	30	0.69	1,000 sf GFA	1.00	0.69	$6,886
Park-and-Ride Lot with Bus Service		2	90	0.55	Occupied Parking Space	1.00	0.55	$5,488

* Abbreviations include: GFA = Gross Floor Area, sf = square feet, and GLA = Gross Leasable Area.

** The "Pass-By Trip Reduction Factor" reduces the average trip rate based on average pass-by trip percentages published in the *ITE Trip Generation Handbook* (3rd Edition, 2021) and previously adopted factors.

NOTES:

(1) *Trip Generation Manual* (11th Edition, 2021) has less than 6 studies supporting this average rate. Applicants are strongly encouraged to conduct, at their own expense, independent trip generation studies in support of their application.

(2) Alternatively, the weekday PM peak hour trip regression equation in *Trip Generation Manual* can be used instead of the average trip rate identified in the table. However, the equation must be used according to the instructions in Trip Generation Manual.

(3) No pass-by rates are available. Pass-by rates were estimated from other similar uses as described below.

Code	Land Use	Pass-By Trip Reduction Factor
3 (a)	No Data Available 25% Estimated Pass-by	**0.75**
3 (b)	Fast Food Restaurant with Drive-Through (LU #934)	**0.45**
3 (c)	Average of Coffee/Donut Shop with Drive-Through Window and No Indoor Seating (LU #938) and Fast-Food Restaurant with Drive Through (LU #934)	**0.35**
3 (d)	Auto Parts Sales (LU #843)	**0.57**
3 (e)	Gasoline/Service Station (LU #944)	**0.43**

(4) The City has decided to exempt the land uses listed below from Transportation Impact Fees. Impact fees for these land uses have been removed from the rate sheet shown above.

- Manufacturing, Craft
- Pet and Pet Supplies Stores
- Retail Trade, All Other
- Business and Professional Services, General
- Consumer Goods Rental
- Community Care & Walk-in Clinics
- Indoor Arts, Entertainment, and Recreation Activities, Other
- Outdoor Arts, Entertainment, and Recreation Activities, Other
- Special Food Services
- Drinking Places and Alcoholic Beverages
- Restaurants, Full Service
- Personal Care Services
- Veterinary Services
- Pet Care Service, All Other