



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING AGENDA

Monday, May 13, 2024 – 6:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

Virtual Meeting Via Zoom
Zoom Meeting ID: 970 6596 9184

1. CALL TO ORDER

2. CONSENT AGENDA: *All matters listed under Item 2, Consent Agenda, are considered routine in nature and will be enacted by one motion. Individual discussion of these items is not planned. A member, however, may remove any item to discuss as an item for separate consideration under New Business.*

a. Agenda Approval or Modifications

b. Review Planning Commission meeting minutes from April 8, 2024

3. CITIZEN COMMENT PERIOD *This portion of the agenda is reserved for the public to comment on items not on the agenda. The Planning Commission may invite additional public comment on agenda items noted for discussion later in the meeting.*

4. DISCUSSION ITEMS

a. 2024 Comprehensive Plan Periodic Update

b. SB 5290 Update

c. Middle Housing Ordinance

d. 2024 Work Plan

5. STAFF COMMENTS

6. COMMISSIONER UPDATE

7. ADJOURN

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



MISSION MEETING MINUTES

2023 at 6 p.m.

Held Virtually via Zoom and at Edgewood City Hall

1. Call to Order

Allison Pincas called the meeting to order at 6pm

Present: Carly Guillory, Sarah Wagner, Allison Pincas, Karla Slate, Jan Furey, Carly Lenoir

Excused: JoAnn Overfield, Tom Green

Staff Members Present: Community & Economic Development Director Balisky

Public Works Director Metzler

Consent Agenda:

- a. Agenda Approval or Modifications

Motion: As Read **Action:** Approve, **Moved by:** Sarah Wagner **Seconded by** Carly

Guillory: **Motion Passed 5-0**

2. Discussion Items:

A. 2024 Comprehensive Plan Periodic Update

CED Director Balisky reviewed the Comprehensive Plan Survey #2 and then discussed the multiple upcoming open houses and scheduled public engagement opportunities. Discussion then ensued between board members and the staff.

B. Training Resources for Planning Commission

CED Director Balisky brought forward an extensive list of various training opportunities available for commissioners to participate in.

C. 2024 Work Plan

Although there were no updates to this agenda item, it was brought forward as a standing item in the event board members had any comments or wanted to discuss any adjustments.

3. Adjourn:

Allison Pincas adjourned the meeting at 6:02pm



CITY OF EDGEWOOD
STAFF REPORT
PLANNING COMMISSION AGENDA ITEM

Date: May 13, 2024

Title: Comprehensive Plan Periodic Update

Attachments: Transportation Open House – Presentation Slides & Summary Memo
Economic Development Open House – Presentation Slides

Submitted By: Jeremy Metzler, PE – Public Works Director / Acting Community
Development Director

Background Information:

Comprehensive Plans set the goals and policies that serve as the day-to-day guide for City staff and representatives, including City Council and the Mayor. Edgewood is in the process of planning for its future by performing a periodic update of its Comprehensive Plan. The concept of “growth management” is central to city planning in Washington State. The Growth Management Act (GMA) is a series of state statutes, first adopted in 1990, focused on managing population growth throughout Washington. The Growth Management Act requires cities and counties to update their own Comprehensive Plans to stay current on population growth and other key topics like housing, transportation, parks and recreation, capital facilities, utilities, land use and zoning, economic development, and the environment.

Current Discussion:

Staff held two open houses since the last Planning Commission Meeting:

1. Transportation Open House – April 11, 6 PM, City Hall
2. Economic Development Open House – April 25, 6 PM, City Hall

Copies of the presentations are attached for the Planning Commission’s consideration, as well as a summary memorandum for the Transportation Open House. An online survey for the transportation element was launched on April 11, and it was kept open for one month to ensure ample time for response, closing May 12. As of May 9, the City has received 113 responses, and staff will share the results of the survey at next month’s Planning Commission meeting.

The Planning Commission is invited to give feedback on the attached materials for incorporation or consideration as staff and the consultant team draft revisions to the Comprehensive Plan.

COMPREHENSIVE PLAN PERIODIC UPDATE- TRANSPORTATION WORKSHOP

Community and Economic Development Department

Public Works Department

April 11, 2024



PROJECT TEAM



TONIGHT'S WORKSHOP

1. Periodic Update – At a Glance
2. Transportation Element Overview
3. Discussion

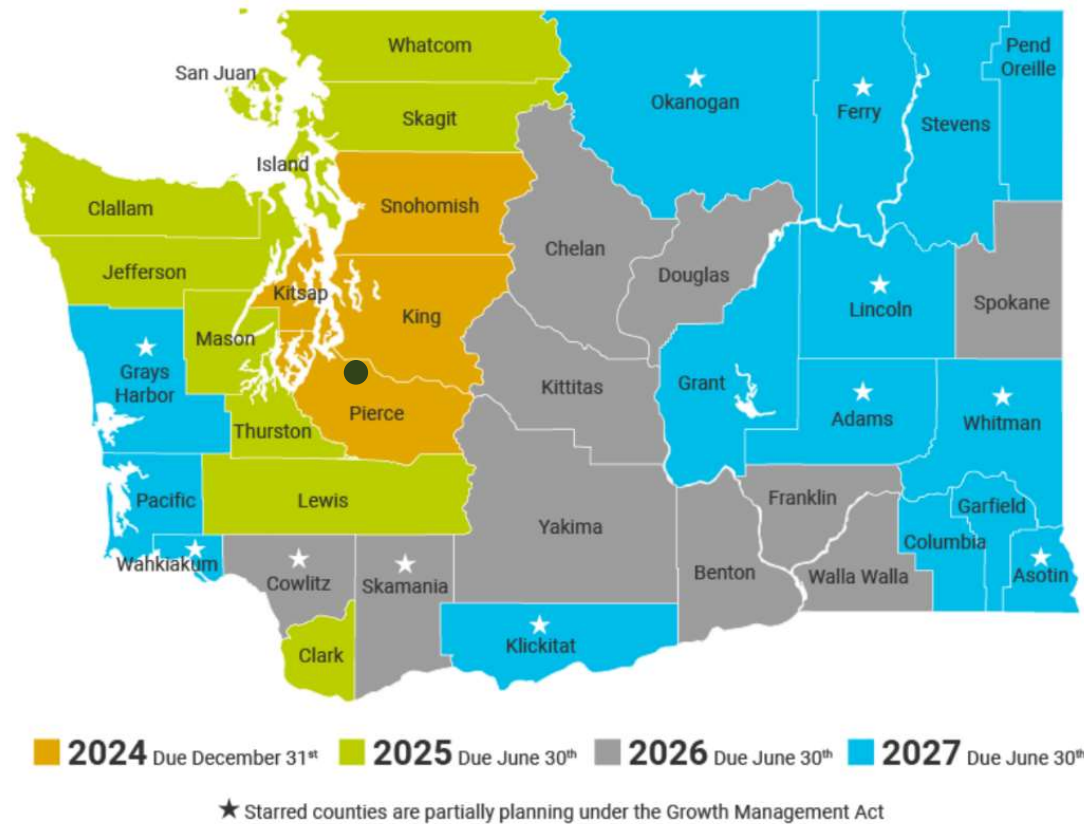




PERIODIC UPDATE PROCESS

COMPREHENSIVE PLAN PERIODIC UPDATE WORKSHOP – APRIL 11, 2024

WA STATE GROWTH MANAGEMENT



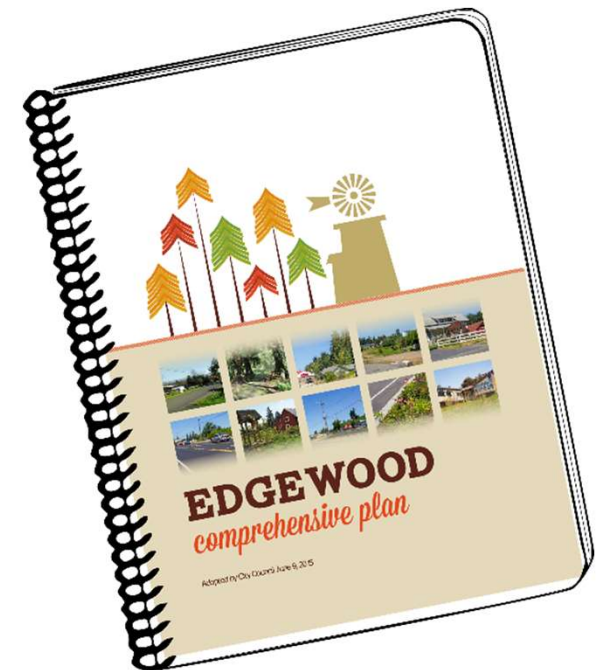
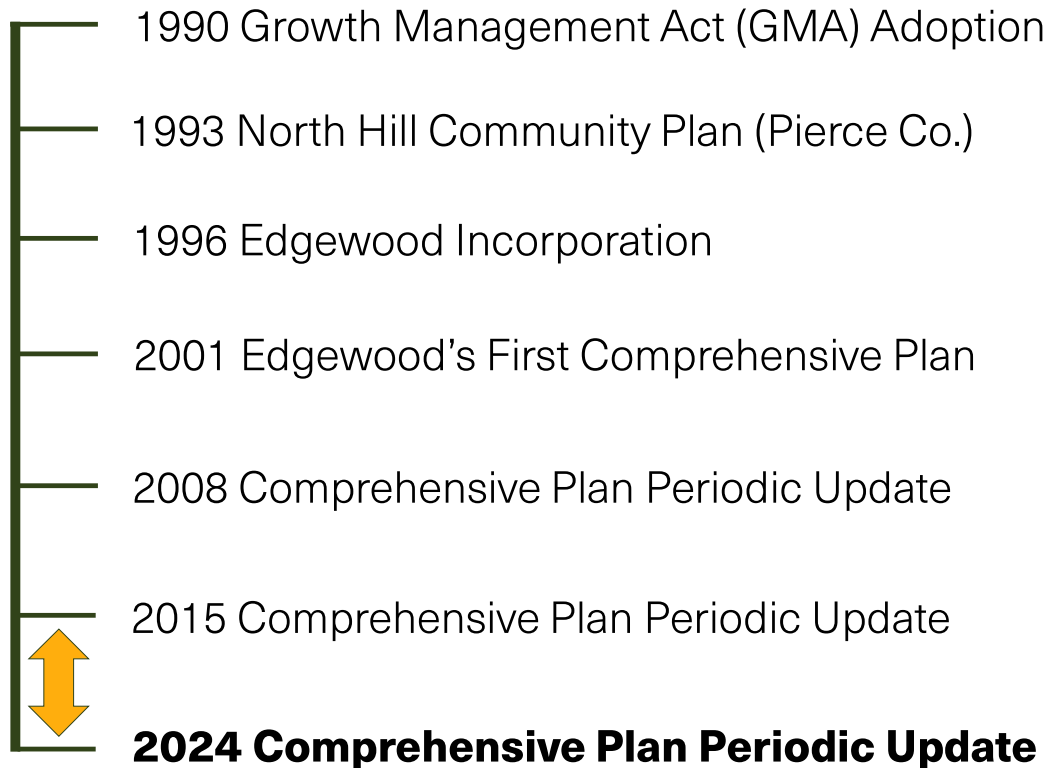
WA STATE GROWTH MANAGEMENT



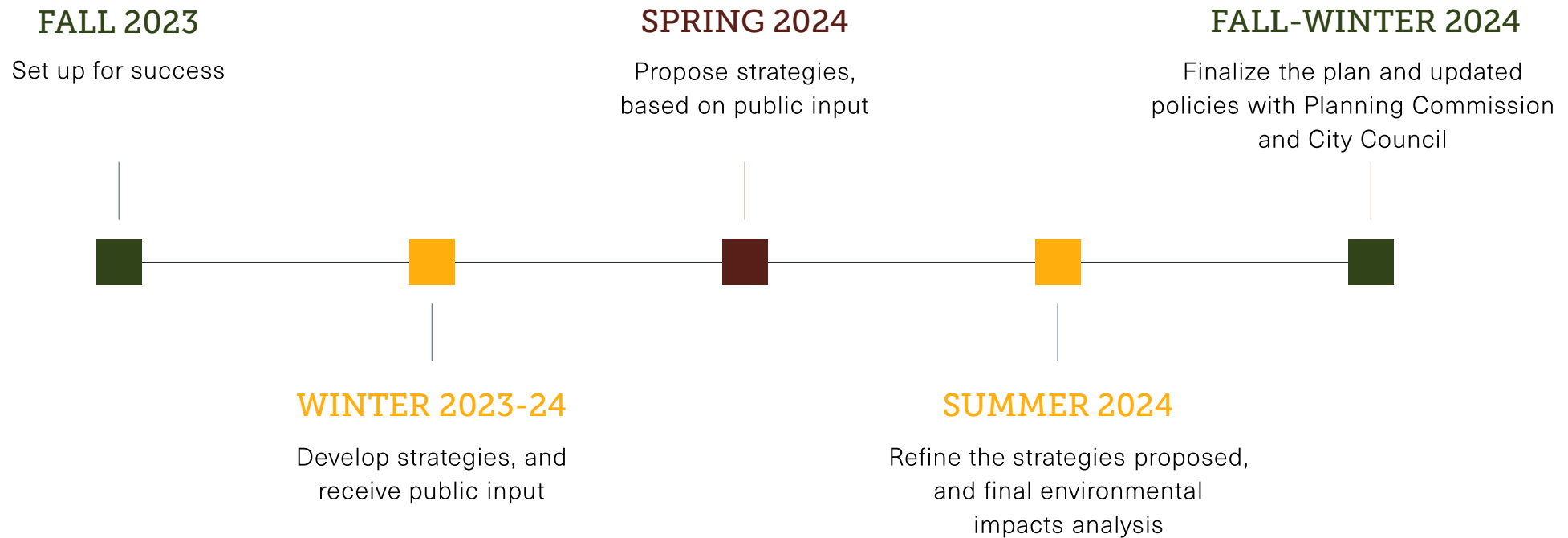
Required Elements		
Land Use	Housing	Capital Facilities
Utilities	<i>Transportation</i>	Climate Change and Resiliency (new)



EDGEWOOD COMPREHENSIVE PLANNING



PERIODIC UPDATE TIMELINE



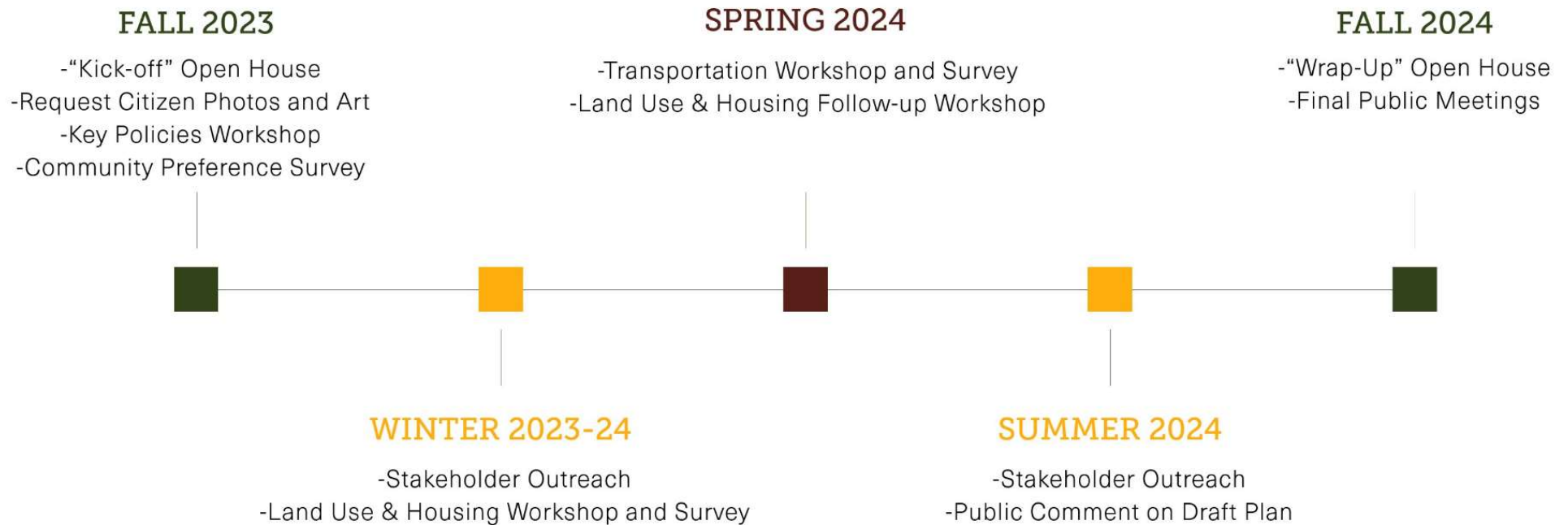
PUBLIC PARTICIPATION



- September 21st Kick-Off Open House
- October 26th Visioning Workshop
- October- November Community Preferences Survey
- February 22nd Housing and Land Use Workshop
- February-March Housing and Land Use Survey
- Tonight's Workshop
- **NEW** Transportation Survey
 - Open until May 12



PUBLIC PARTICIPATION





[CustomLinks_1](#) - 2024 Comprehensive Plan Periodic Update

2024 Comprehensive Plan Periodic Update

Introduction

In 2023 and 2024, Edgewood will be updating its Comprehensive Plan. In other words, Edgewood will be planning for its future. Comprehensive Plans set the goals and policies that serve as the day-to-day guide for City staff and representatives, including City Council and the Mayor.

The concept of "growth management" is central to city planning in Washington State. The Growth Management Act (GMA) is a series of state statutes, first adopted in 1990, focused on managing population growth throughout Washington. The Growth Management Act requires cities and counties to update their own Comprehensive Plans to stay current on population growth and other key concerns. This means that cities have a say in how they want to plan for their future.

The Comprehensive Plan covers important topics like housing, transportation, parks and recreation, capital facilities, utilities, land use and zoning, economic development, and the environment. The update process looks closely at these topics to make sure that Edgewood continues to grow in line with the community's vision.

Public Participation

The backbone of every Comprehensive Plan is community input. Through the public engagement process, people help shape the future of the city by voicing what is important to them. If you would like to receive e-mail updates on this update, please contact Senior Planner Evan Hietpas at evan@cityofedgewood.org or 253-952-3299.

Recorded Meetings



Information and Data

How financially attainable is the housing in Edgewood?

If your household earns...	\$35,780 / year \$2,982 / month	\$56,300 / year \$4,692 / month	\$90,080 / year \$7,507 / month	\$111,800 / year \$9,317 / month	\$135,120 / year \$11,260 / month
Then you can afford...	\$940 monthly rent	\$1410 monthly rent	\$2250 monthly rent	\$2820 monthly rent	\$3380 monthly rent
	\$400,000 home sale price	\$735,000 home sale price	\$770,000 home sale price	\$465,000 home sale price	\$665,000 home sale price
	Rent: Subsidized \$2,752 yearly income	Discretionary: Smart Tenant \$55,415 yearly income	Registered: Nurse \$48,122 yearly income	Comprehensive: Manager \$61,422 yearly income	

★ Edgewood Average Rent: \$2,080 ★ Edgewood Median Home Sale Price: \$640,000

To afford the median home sale price of \$640,000, a household needs to earn \$153,080 per year.

SSHAP



TRANSPORTATION ELEMENT OVERVIEW

WHAT IS A “TRANSPORTATION ELEMENT”?



What is our plan?

(goals/policies, modal system maps)

How can we make it happen?

(projects, financial)

COMPREHENSIVE PLAN PERIODIC UPDATE WORKSHOP - FEBRUARY 22, 2024

Transportation Element (TE) is a “chapter” in the Comprehensive Plan

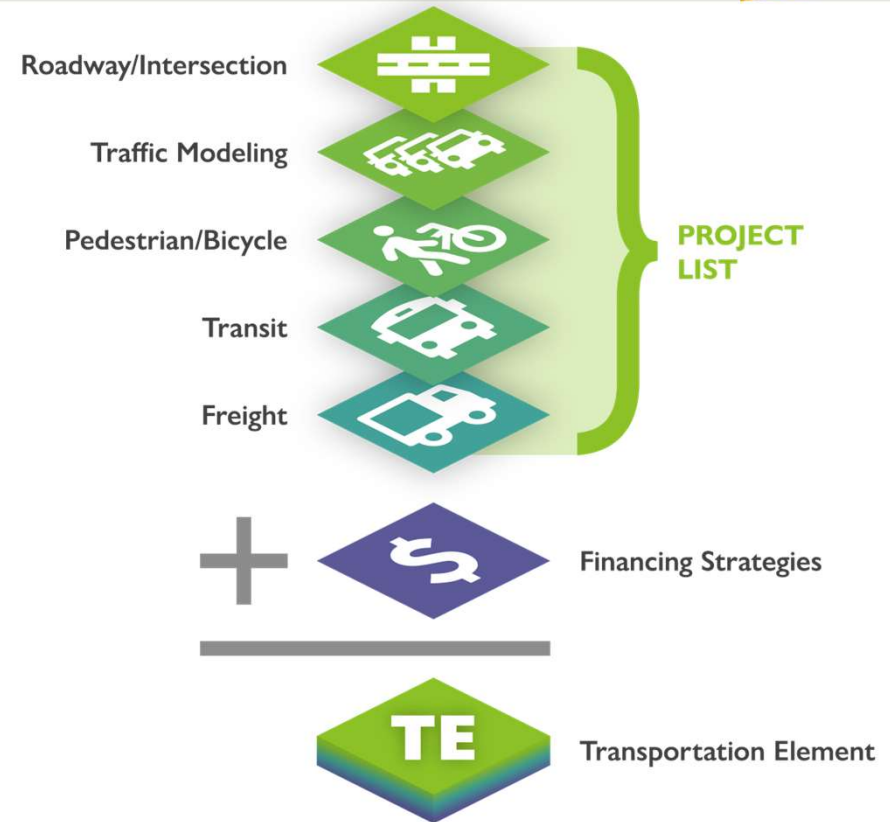
It can be an “executive summary” of a larger document (i.e., Transportation Plan)



KEY PLAN UPDATES

What's Going to be Different from the Existing Element?

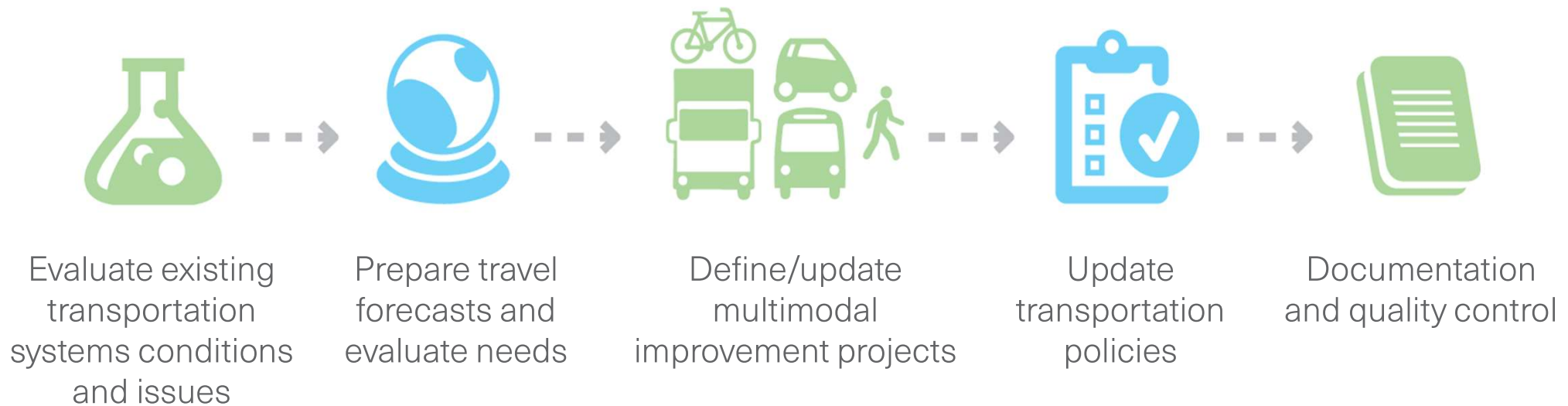
- Horizon year extended from 2035 to 2044
- Incorporate recent planning work
- Updated long-term project list and costs
- Financial strategies to identify how the high priority projects can be implemented



PLANNING PROCESS



Steps to updating the Transportation Plan



ACCOUNTING FOR EMERGING TRENDS



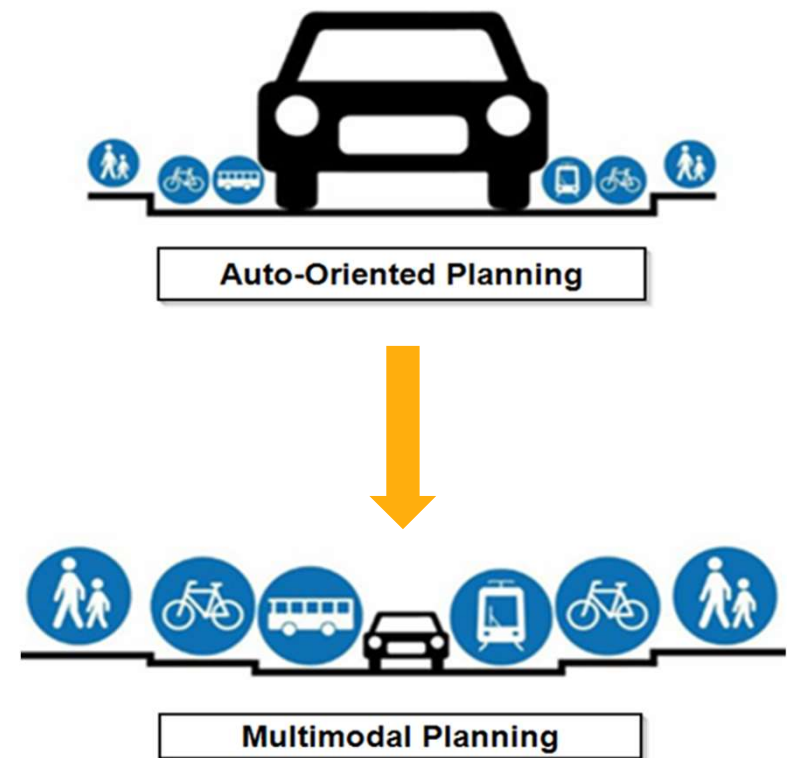
- Equity, Health, and Safety
- Climate Change
- Autonomous, Connected, Electric, Shared Mobility
- Telework, Telehealth, E-Learning, E-Commerce



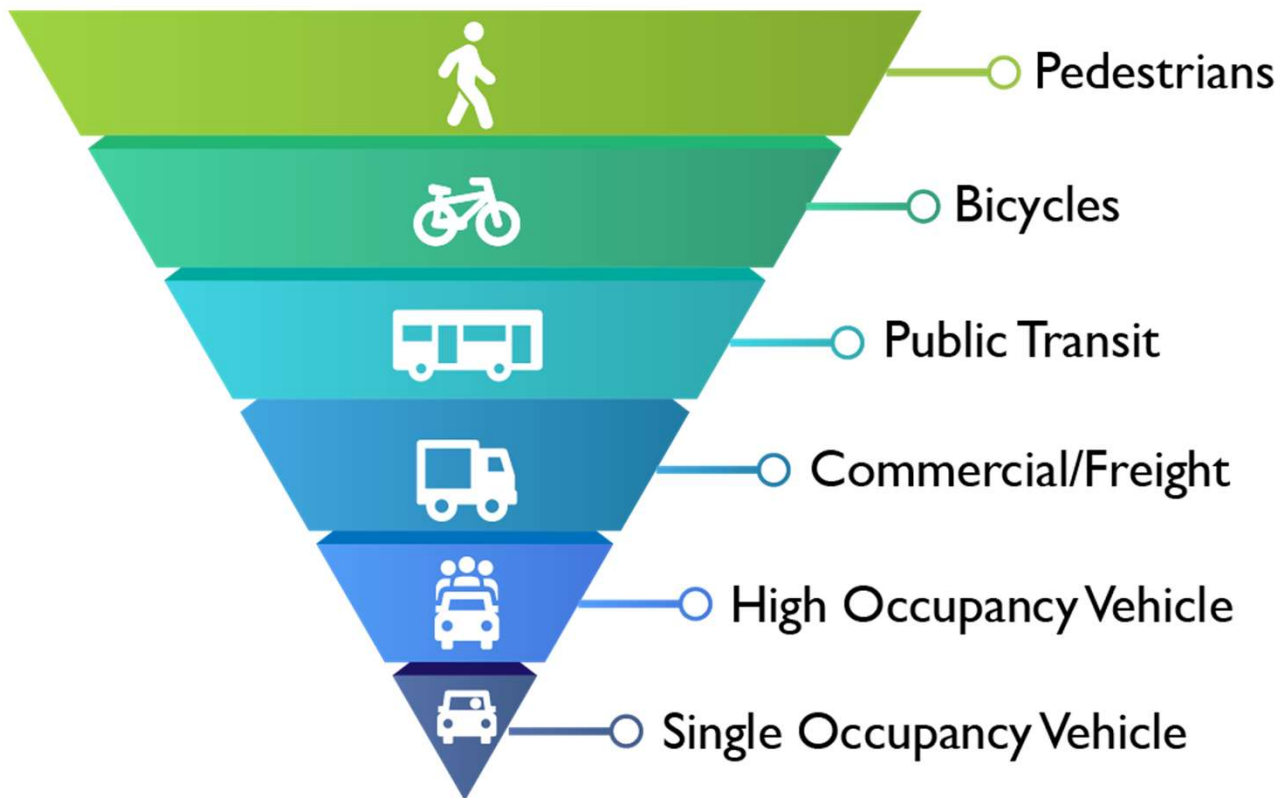
TRANSPORTATION LEGISLATION

State: WA State Growth Management Act (GMA)

- Assess the transportation needs of a community
- Determine how to provide appropriate transportation facilities for current and existing residents
- Goal: Encourage efficient multimodal transportation systems



WHO ARE WE PLANNING FOR?



BALANCE

ALL mobility needs for **ALL** modes must be carefully considered, **BALANCED**, and implemented for the **MULTIMODAL** transportation system to provide space and safety for **EVERYONE**.

MULTIMODAL LEVEL OF SERVICE (MMLOS)



State: GMA continued...

- State Legislature passed HB 1181 in 2023
- Requires that the Transportation Element address multimodal service and plan for non-motorized travel modes
- Multimodal Level of Service (MMLOS) evaluation criteria and standards are being developed and adopted

RCW 36.70A.070 Comprehensive Plans – Mandatory Elements - *2023 amendments from ESSHB 1181*

"The plan shall be an internally consistent document and all elements shall be consistent with the future land use map."

(6) "A transportation element that implements, and is consistent with, the land use element."

(A) "Inventory of *active transportation facilities, ...*"
(sidewalks, bikeways, trails)

(B) "*Multimodal* level of service [LOS] standards for all locally owned arterials, *local & regional* transit routes *in urban areas* ... *and active transportation facilities* to serve as a gauge to judge performance of the system."

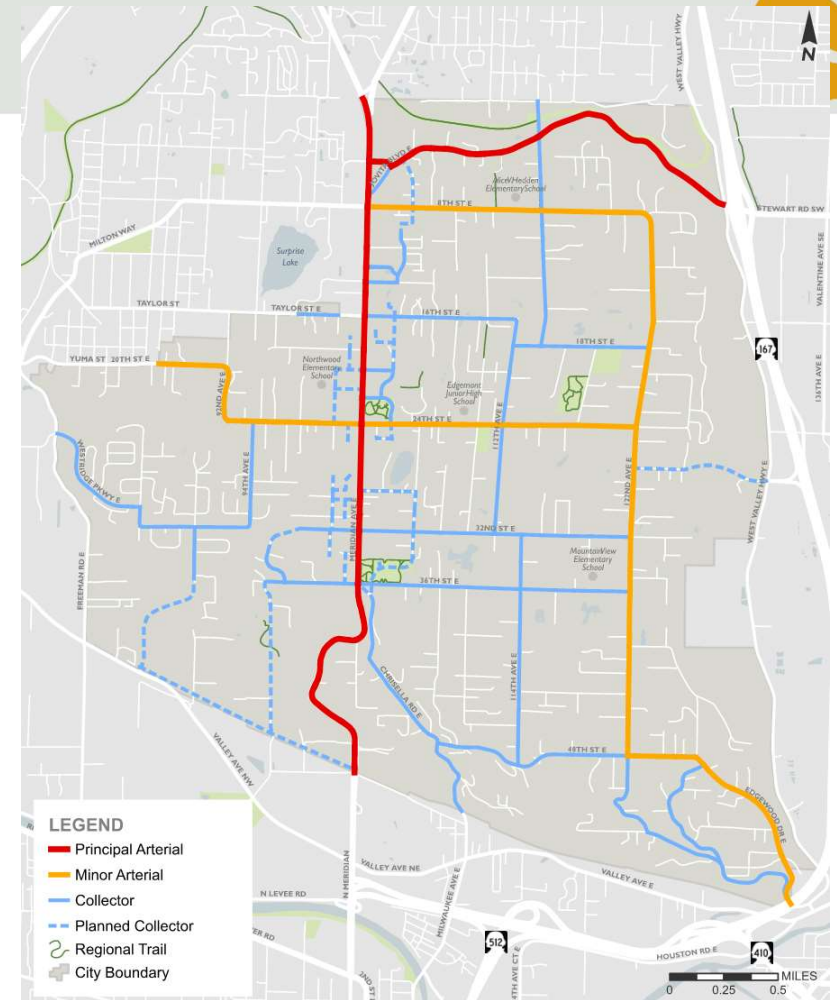
(C) For State-owned transportation facilities, *multimodal* LOS standards for highways ...

(b) "Local jurisdictions must adopt and enforce [concurrency] ordinances to prohibit development that causes the level of service ... to decline below adopted standards" *[However, agency can't deny development if it agrees to fund adequate active transportation, transit service, or TDM measures that mitigate the impacts to MMLOS]*

EXISTING CONDITIONS

Roadway Network

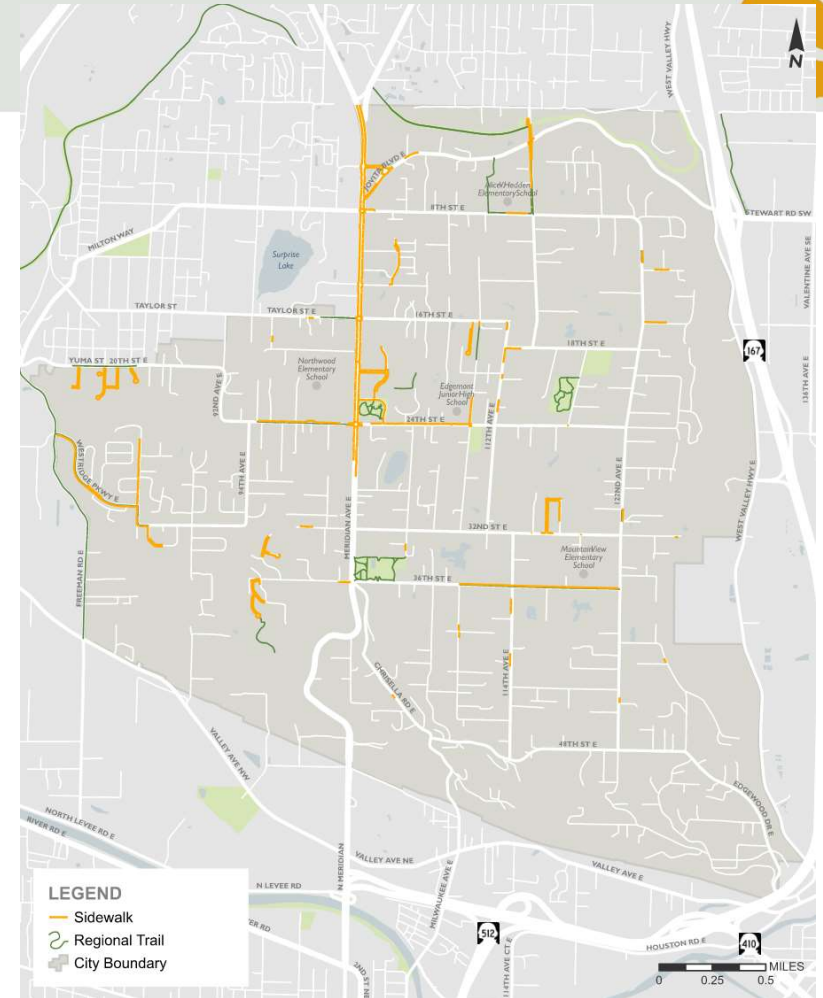
- Functional classification provides framework for intended roadway function
 - Balance of throughput with accessibility



EXISTING CONDITIONS

Pedestrian / Bicycle Network

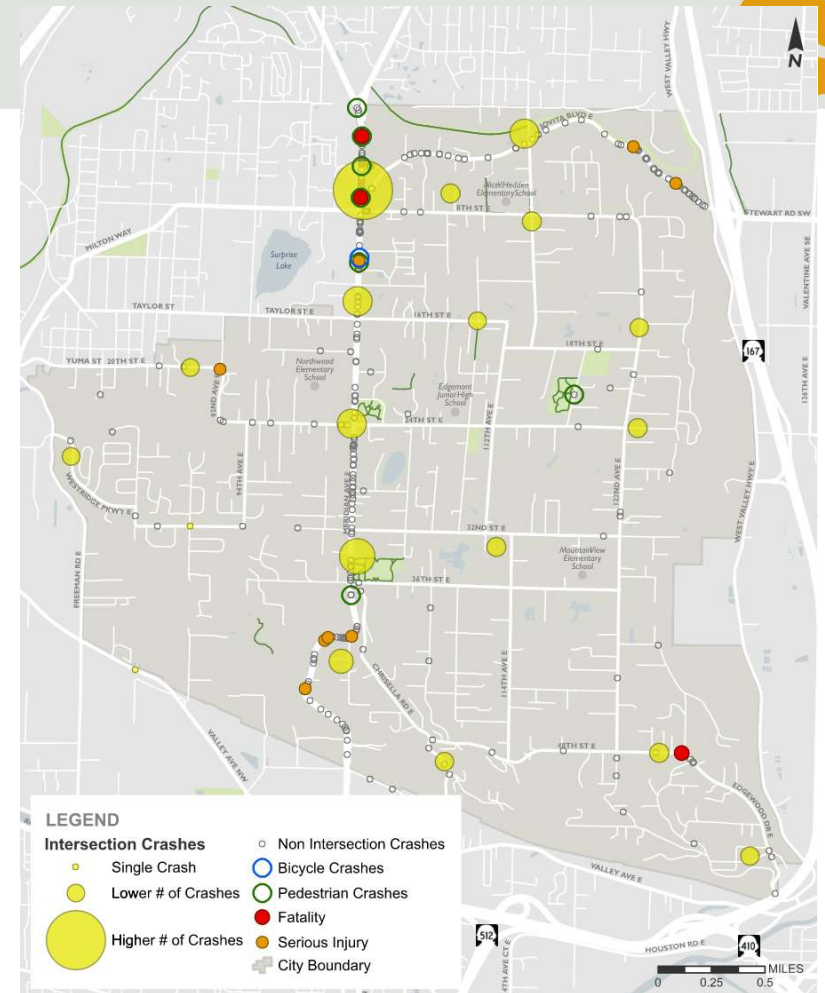
- Limited ped/bike facilities
- Primarily along Meridian Ave and near schools
- New facilities added in areas as they are developed
- Interurban Trail



EXISTING CONDITIONS

Collision History

- Concentrated mostly along Meridian Ave and Jovita Blvd
- Fatal/Severe Injury: 12 collisions
- Ped/Bike-Involved: 11 collisions



BUILD FROM OTHER PLANNING EFFORTS

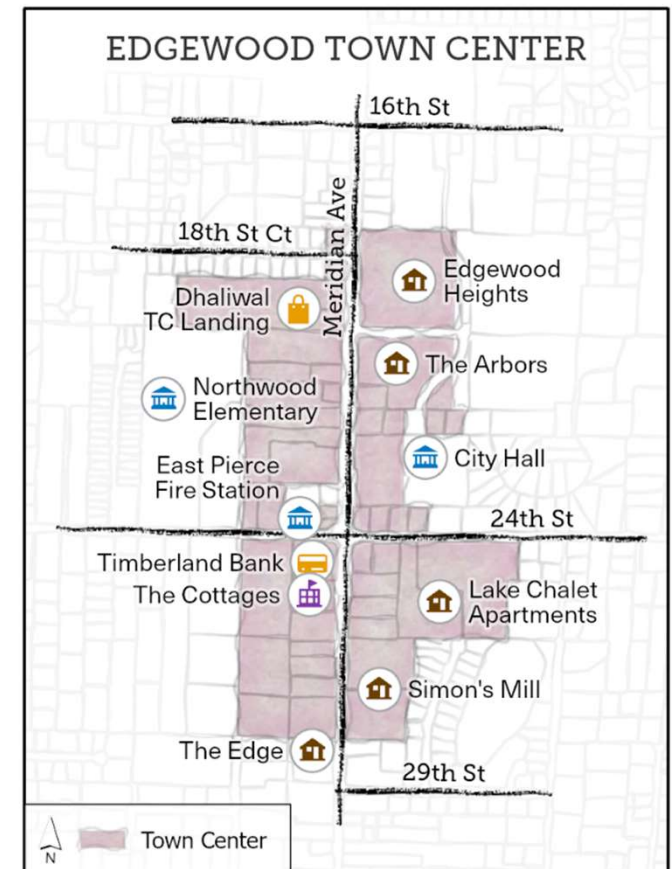


The Comprehensive Plan is building on and incorporating the findings of other transportation-related planning efforts.

- 2015 Transportation Element
- Town Center Subarea Plan
- Meridian Avenue (SR 161) Corridor Study
- ADA Transition Plan

TOWN CENTER SUBAREA PLAN

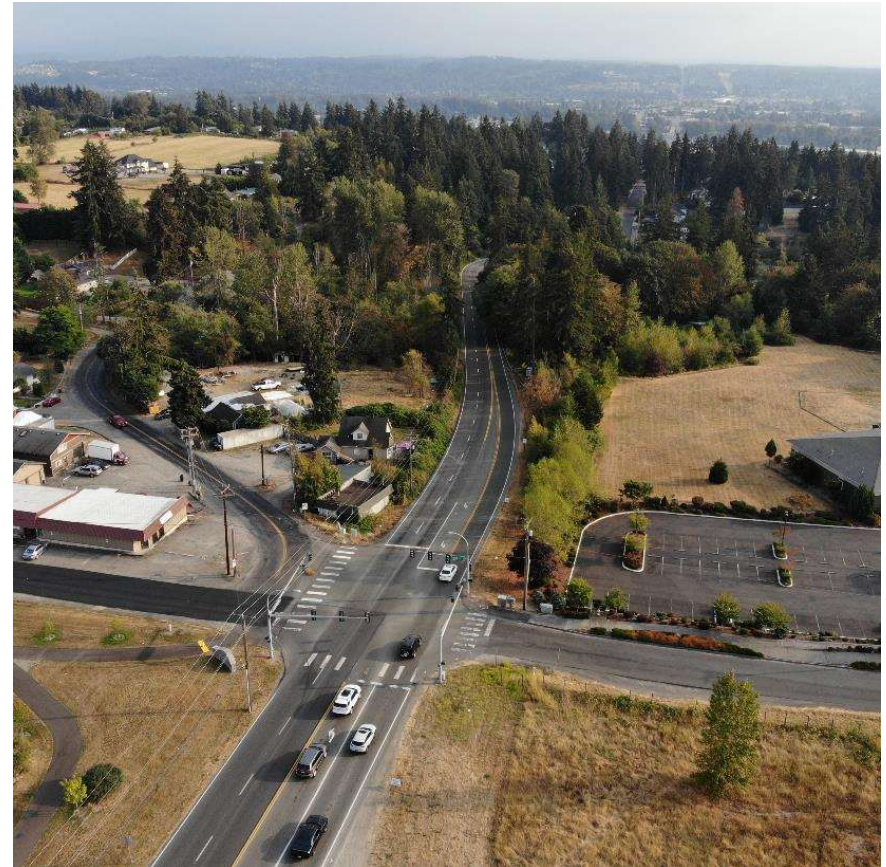
- Subarea Plan is being updated to create a walkable, connected community in the City's center
- Incorporates the City's parallel road vision to increase vehicular accessibility
- Goals and vision of the subarea plan will be incorporated into the Comprehensive Plan



MERIDIAN AVENUE CORRIDOR STUDY



- Developed proposed concept for the corridor based on community feedback
- Proposed concept is being finalized with project stakeholder group
- Proposed corridor study and concept will be presented to City Council in Spring 2024
- Proposed improvements will be incorporated into the Comp Plan



ADA TRANSITION PLAN

- Draft plan completed in early 2024
- Identifies recommendations for removing pedestrian barriers
- Plan requires review/processing per SEPA
- Pedestrian/ADA strategies and goals will be incorporated into the Comp Plan





DISCUSSION

DISCUSSION



What are your mobility needs? How do you get around the City?

What are key destinations within the City that need better connectivity?

What current transportation challenges do you experience when traveling around the City? Are there specific locations at which these issues arise?

What transportation facilities/ improvements are necessary to accommodate anticipated growth in Edgewood?

STAY IN TOUCH



Sign up for our e-mail list to receive project updates and announcements.

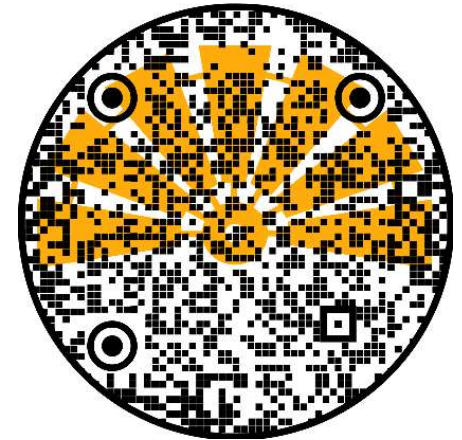
Participate in upcoming surveys and workshops.

Share your thoughts and feedback:

comdev@cityofedgewood.org

Monitor our project webpage for materials.

cityofedgewood.org/434



MEMORANDUM

Date:	April 17, 2024	TG:	1.22410.00
To:	Lauren Balisky, City of Edgewood Jeremy Metzler, PE, City of Edgewood		
Cc:	Nicole Stickney, AHBL		
From:	Paul Sharman, PE, Transpo Group Daniel Hendricks, TE, Transpo Group		
Subject:	April 11, 2024 – City of Edgewood Comprehensive Plan Periodic Update Transportation Workshop Summary		

Summary

Transpo Group supported the City of Edgewood's Community Development and Public Works departments by hosting a Transportation Workshop, as part of the ongoing public engagement process for the City's period update to the Comprehensive Plan. The meeting was held on Thursday, April 11, 2024 at City Hall. Paul Sharman and Daniel Hendricks attended for Transpo. This memorandum summarizes the purpose of the workshop, the materials prepared and presented to the public, and a summary of the public comments received.

The Transportation workshop was advertised in several ways. The event was listed on the 2024 Comprehensive Plan Periodic Update page that is nested within the City's Community and Economic Development Department page. The 2024 Comprehensive Plan Periodic Update page includes an introduction to the work, identifies opportunities for public participation, and includes links for additional information. Additionally, the City published Facebook and Instagram posts about the workshop.

The purpose of the workshop was to introduce and discuss the transportation section of the comprehensive plan update and gather feedback to inform the preparation of the periodic update. The Comprehensive Plan update will identify plans for the City's proposed transportation networks (vehicular, bicycle, pedestrian, etc.) and develop a list of transportation projects necessary to achieve the identified transportation goals. Comments and feedback gathered at the workshop will be used to develop, refine, and prioritize improvements for the City.

Paul Sharman provided a presentation which went over the general comprehensive plan update process and recent transportation-related changes under the Growth Management Act. He provided an overview of the current status of the project and the timeline for future community outreach events. He discussed key findings of the existing conditions and analysis and provided an update on other transportation-related planning efforts and how the findings of those studies are being incorporated into the Comprehensive Plan. Paul also introduced the Transportation Survey as an opportunity for the public to provide additional feedback on the City's transportation goals and priorities. The survey is posted on the Comprehensive Plan update website.

The following materials were available at the workshop and now on the website:

- Active Transportation Networks
 - Planned Pedestrian Network
 - Planned Bicycle Network
- Meridian Avenue (SR 161) Corridor Concepts

- Meridian Avenue/36th Street East Intersection Concept

In addition, a blank map of the City was provided so that community members could identify specific locations in need of transportation improvements. City staff and members of the consultant team reviewed these maps with workshop participants to identify priorities and potential transportation projects.

Findings/Observations

- The meeting was held in-person at City Hall and the presentation portion of the workshop was recorded and posted on the City website for interested community members who were unable to attend the event. This summary of the discussion portion of the workshop will also be uploaded for community review.
- There were around 10 community members in attendance in total. This level of participation was in line with other meetings held as part of the Comprehensive Plan update. While a good portion of the attendees were also present at other workshops held for the Comprehensive Plan update, there were a few new participants who came to discuss transportation-related topics.
- The attendees who came to the meeting were highly engaged and were well informed regarding many of the City's ongoing transportation efforts and initiatives. This resulted in many in-depth questions and conversations leading to a very constructive workshop.
- Many community members were interested in learning more about how transportation projects identified as part of the Comprehensive Plan update would be funded and prioritized. Many community members expressed interest in being involved and having the ability to provide feedback on the process used to determine how transportation funds should be spent.
- Improving safety along the City's roadways (especially for pedestrians and bicyclists) was a common theme between many of the comments received from workshop attendees. Projects and programs which could be used to expand driver education opportunities to promote safer driving habits were widely supported.

Input Received

- Many residents expressed the desire to find ways to make the City's roadways safer and more comfortable for walking. Comments from some residents indicated that they currently walk along neighborhood streets which often lack adequate pedestrian facilities. Pedestrian facilities which are provided along some roadways are often discontinuous and require crossing the road at multiple locations to walk along the side of the roadway that provides the most protection from vehicular traffic. Better pedestrian connections to key destinations within the City (park, churches, etc.) would be appreciated. Several roadways were identified as needing pedestrian facilities: 112th Avenue, 122nd Avenue, 32nd Street, 36th Street (connection to Edgewood Park), Edgewood Drive.
- Workshop attendees notes high vehicular speeds along several neighborhood corridors within the City. They discussed the desire to have driver education programs which could improve driver behavior. This discussion touched on current City efforts to slow speeds along roadways, including the use of movable speed feedback signs to identify locations with speeding concerns. Roadways which were identified by the community as having speeding concerns are: 112th Avenue (between 24th Street and 32nd Street), 34th Street.
- Several workshop attendees provided comments and discussion on the proposed concept for the realignment of Chrisella Road and roundabout at Meridian Avenue/36th Street.

Discussion centered around concerns with directing all traffic associated with the park and Chrisella Road onto 36th Street (high volumes of southbound left-turn movements. Additional comments included discussion on potential alignment of the Edgewood Community Park parking lot driveway with the realigned Chrisella Road (challenges associated with the current location of the retention pond). Local residents affected by the realignment of the roadway expressed a desire for more coordination and communication as the proposed design concept for the intersection is finalized.

- Community members discussed the need for context-sensitive solutions to improve mobility within the City. Some residents expressed concern with turning Edgewood into a “15-minute” city using solutions similar to more urban communities like Seattle or Kirkland.
- Workshop attendees requested more information about transportation-related outreach efforts. The City and consultant team discussed that this was the first outreach event for the Comprehensive Plan update which focused on transportation. Surveys and workshops were conducted as part of other projects. The City discussed that focused outreach is conducted with neighboring property owners at more detailed design phases of a project.

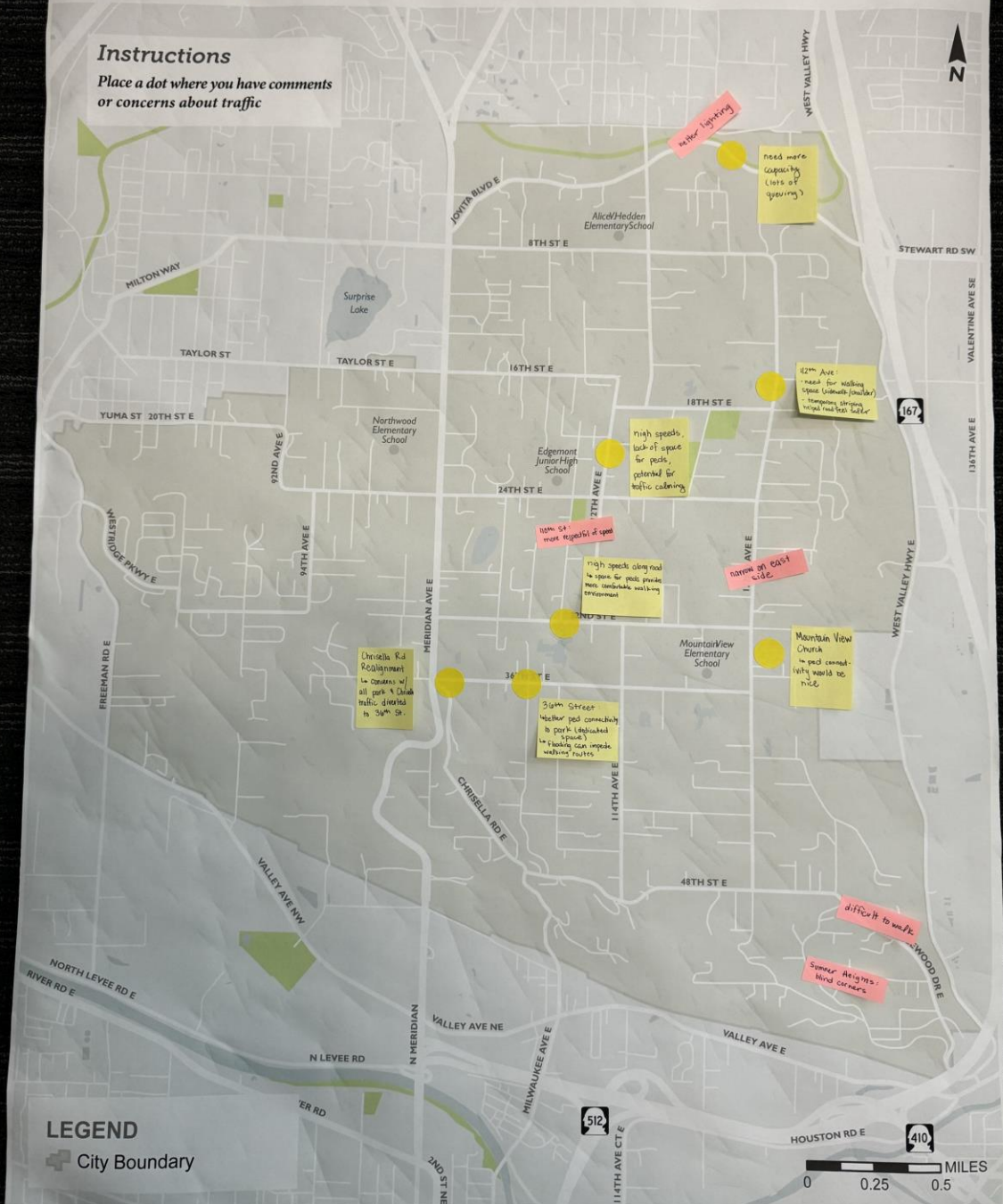
Community Feedback Board

The presentation boards that were presented and discussed with the community members during the open discussion section of the workshop are posted on the Comprehensive Plan update website. A blank map of the City used to gather and record feedback and comments on the City’s transportation system is shown on the following page:

Transportation Areas of Interest

Instructions

Place a dot where you have comments or concerns about traffic



COMPREHENSIVE PLAN PERIODIC UPDATE

ECONOMIC DEVELOPMENT WORKSHOP

Community and Economic Development Department

April 25, 2024



EDGEWOOD
Washington

ECONOMIC DEVELOPMENT ELEMENT MEETING AGENDA

- Introduction
- Economic Element Overview
- Discussion

- Our Focus is LISTENING and we want to hear your concerns and questions and ideas for envisioning the future of Edgewood



ECONOMIC DEVELOPMENT ELEMENT BACKGROUND



Schedule:

- Community Engagement (ongoing): 2 surveys, workshops (this meeting), and more
- Analyzed existing economic conditions & opportunities
- **Next Up:** Drafting new Economic Development Element with revised & new policies and goals



WHAT WE HEARD FROM THE SURVEYS



People in the community: Top reason that business owners cited why they enjoy operating in the community, followed by location and proximity to other places.

Challenges for business owners:
Permitting and fees, communication, safety, traffic noise, marketing, and need for improved pedestrian walkways.
Residents want to see more restaurants and healthy food options

Small business services 2nd top choice for what is needed to sustain a high quality of life in Edgewood.

Restaurants and retail were top uses residents preferred seeing more of in Edgewood.

Top opportunities for business owners: Being showcased on the City's website and being part of a farmer's market or bazaar.

ECONOMIC DEVELOPMENT ELEMENT PURPOSE

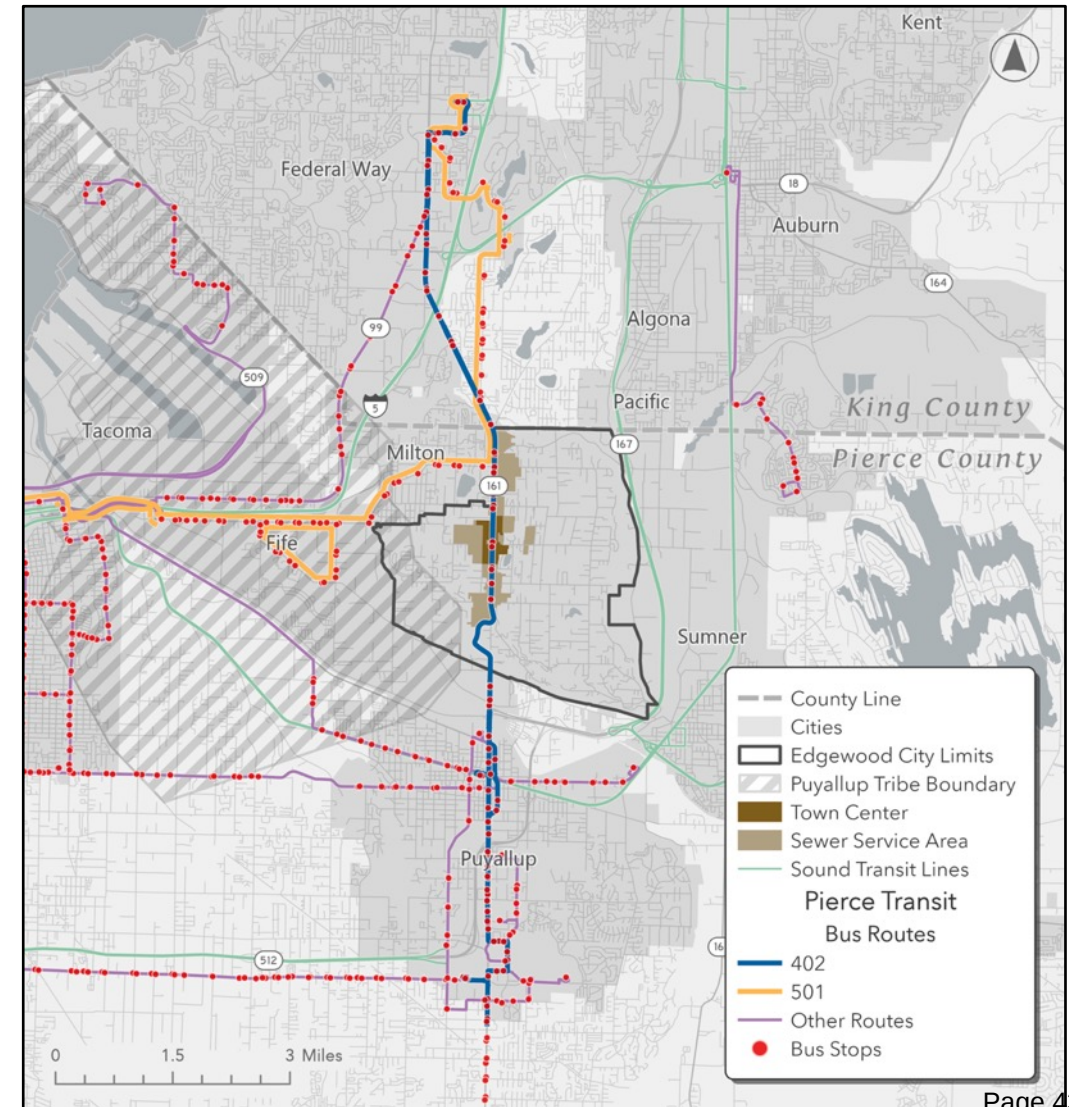


- **Economic Development Element:** Includes a vision, goals, and policies for the next 20 years (2024 to 2044)
- **Growth Management Guidance:** Promote economic opportunity for all, promote retention/expansion of existing businesses and recruitment of new businesses, recognize regional differences, and encourage growth within capacities
- **An Economic Development Element** can provide a roadmap for economic vitality, support financial stability and improved quality of life to benefit residents and attract workers, support place-based development in the urban centers, and support existing and new businesses

EDGEWOOD IS POSITIONED WELL FOR ECONOMIC OPPORTUNITY

Competitive Advantages:

- Prime location nearby the growing cities of Tacoma, Puyallup, and Federal Way, and the smaller cities of Milton, Fife, & Sumner
- Near the Port of Tacoma (railroad & cargo shipping infrastructure)
- Skilled workforce, growth anticipated in both its population and employment over the next two decades
- New light rail passenger line (Seattle & Tacoma)



KEY FINDINGS FROM DATA ANALYSIS



Need more jobs
to get a better balance of
jobs to housing



Large share of residents under
20 years (~26%) & 50-64 (23%),
low share 20 to 34 years (~15%)



City reports that 2/3 of
businesses
are home based



Top commuting
destinations:
Seattle, Tacoma,
Kent, and Auburn

Rapid increase in
remote workers:
5% to 18%
over last decade



Increased Diversity: People
of color increased from
13% to 24% over last decade



HIGH COMMUTING

IN FLOW



Source: LODS-LEHD

OUT FLOW

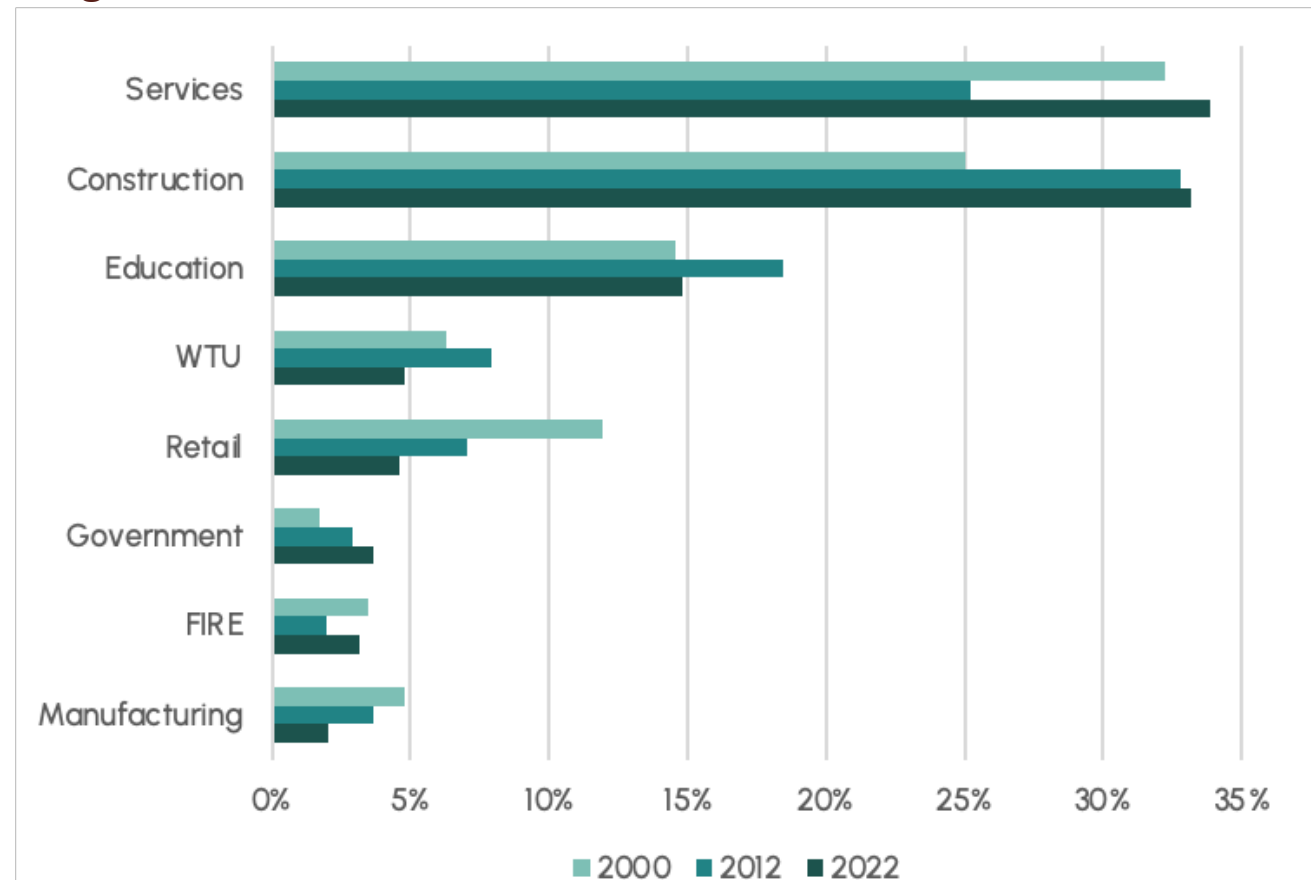
**This is a conceptual schematic and the arrows don't indicate the direction of the commute specifically.*

EMPLOYMENT TRENDS



- In 2022, Edgewood was home to 1,867 jobs (PSRC), growing from 1,195 in 2010
- Interconnected regional employment, expected to grow along Meridian, West and South
- Top Sectors: Services (healthcare, education, accommodation/food services, and scientific/ technical services), Construction, & Education

**Share of Employment by Major Sector,
Edgewood, 2012-2022**



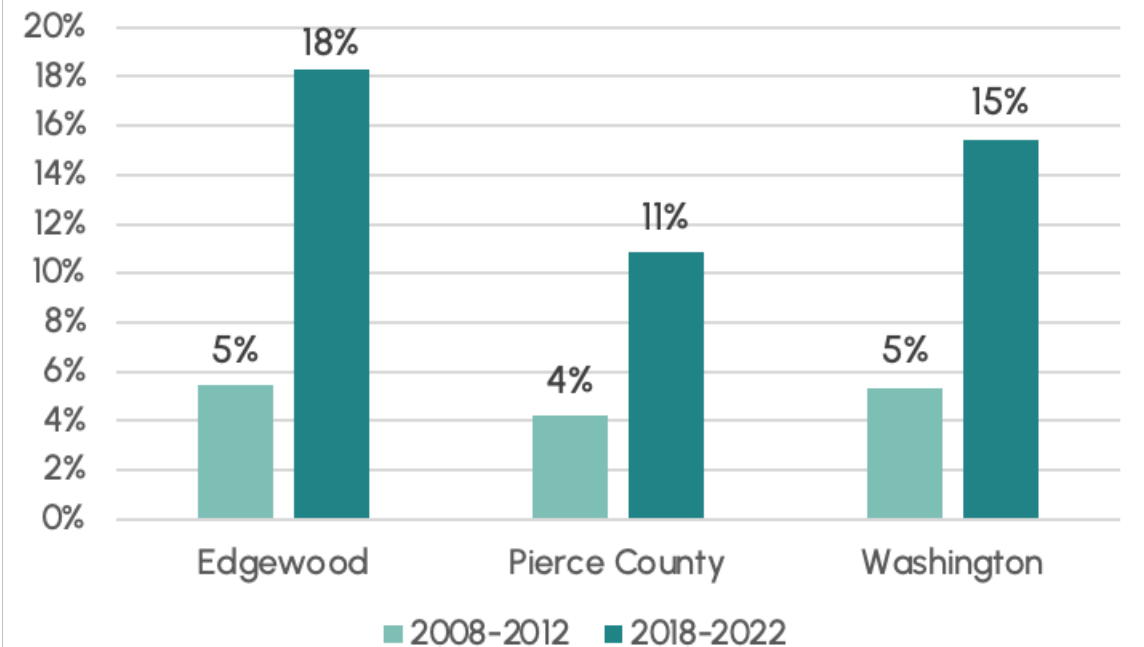
Source: PSRC LUV-it. Note: Acronyms used by the PSRC include WTU includes Wholesale, Transportation, and Utilities, FIRE includes Finance, Insurance, and Real Estate.

OPPORTUNITIES

- Edgewood is attracting remote workers, more than the county as a whole and the state

How will a growing remote worker population translate into increased demand (e.g., more restaurant and coffee shops, more coworking spaces, more 3rd places needed)?

Share of Remote Workers, Edgewood, Pierce County, and Washington 2008-2012, 2018-2022



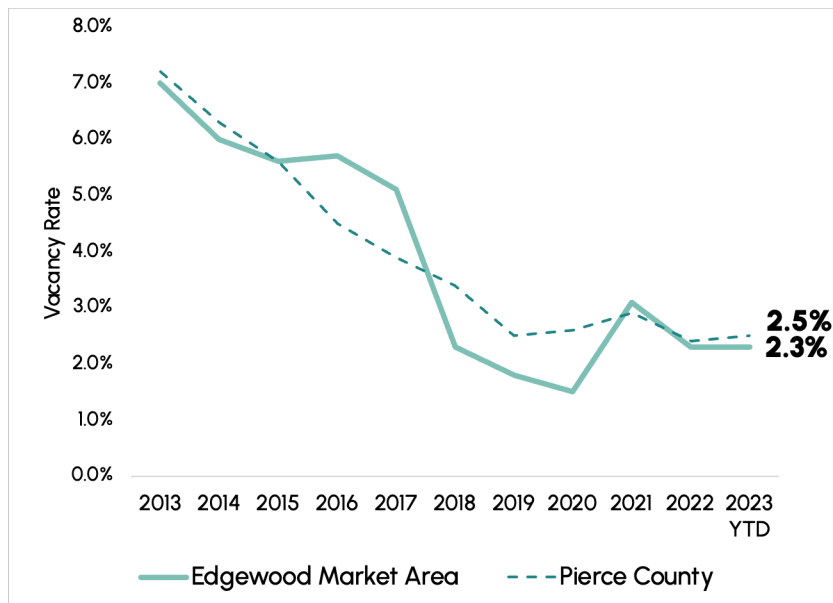
Source: ACS, 2008-2012, 2018-2022

REAL ESTATE MARKET OPPORTUNITIES

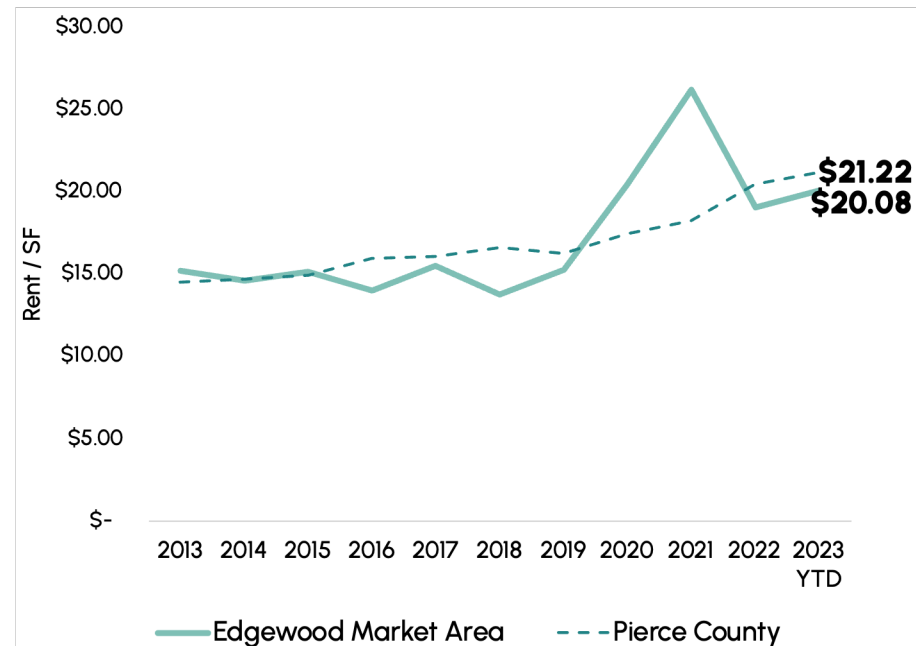


- Rising retail rents and lower vacancies indicate rising demand for retail
- Similar findings for industrial and multifamily markets

Average Retail Vacancy and Average Rent per Square Foot



Source: CoStar

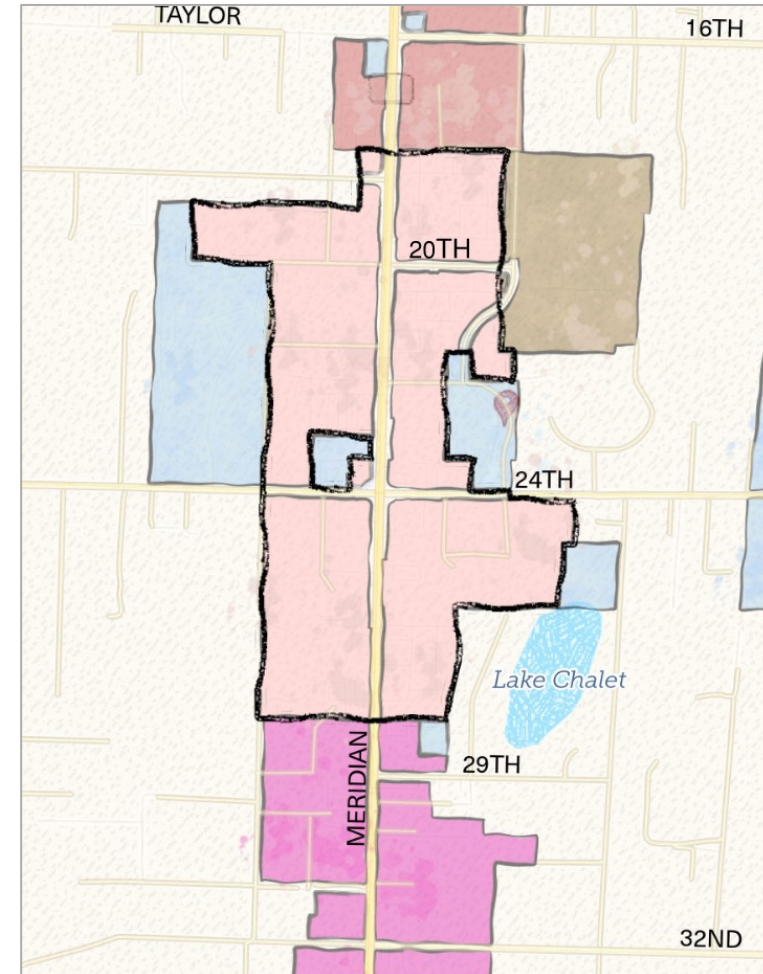


EDGEWOOD TOWN CENTER

Challenge: Auto-oriented nature of Meridian Corridor



Question: What type of goals should the City focus on to help the Town Center become a commercial and social hub?



EXISTING GOALS: ECONOMIC DEVELOPMENT



- Capitalize on opportunities in Town Center, establish it as the commercial, mixed-use heart
- Promote Edgewood as a unique destination, highlighting small town amenities
- Take advantage of Edgewood's strategic location
- Continue to define "economic development" for Edgewood
- Land use pattern should strengthen Edgewood's identity and sense of place
- Promote commercial uses offering quality, unique services for residents and visitors and that distinguish Edgewood from surrounding commercial centers
- Consider entry and gateway features that reinforce City identity
- Encourage high quality pedestrian environment near multi-family housing

*Questions: What should be added or changed on the existing goals?
What is missing?*

What do you think?

- What economic opportunities should the city prioritize?
- What types of investment should be prioritized for the Town Center?
- How should the city support existing and new businesses?
- What other opportunities should the City recognize?



CITY OF EDGEWOOD STAFF REPORT PLANNING COMMISSION AGENDA ITEM

Date: May 13, 2024

Title: Senate Bill 5290 Update

Attachments: Ordinance 23-0647
Draft Planning Commission Recommendation

Submitted By: Jeremy Metzler, PE – Public Works Director / Acting Community
Development Director

Background Information:

In the 2023 Regular Session, the 68th Legislature unanimously passed Second Substitute Senate Bill 5290 (SB 5290), which made various amendments to Revised Code of Washington (RCW) Chapter 36.70B, Local Project Review. This state law is intended to ensure predictability and consistency in the local permit review process. Certain amendments in this law became effective on July 23, 2023. In order to ensure the best customer service possible, an emergency interim ordinance was passed by City Council on July 25, 2023 (Ordinance 23-0647, attached) to address the following sections of SB 5290:

- Section 1: Clarifying when a site plan may be required for internal improvements;
- Section 5: Updating the definition of project permit; and
- Section 6: Clarifying the procedure for determining whether an application is "complete" for the purposes of review.

The "emergency" portion of the ordinance allowed it to take effect immediately upon adoption. The City held the required a public hearing on August 8, 2023, and no further action was taken. The "interim" portion set a one (1) year deadline for completing any work on permanent regulations. This time period can be extended if necessary.

SB 5290 includes additional requirements, including significant updates to permit processing timelines, mandatory reporting, and various incentives and penalties for failing to process permits in a timely manner. These updates are due by January 1, 2025.

Current Discussion:

Section 7 of Ordinance 23-0647 states:

Within the next six (6) months following the passage of this Ordinance, the Edgewood Planning Commission is hereby directed to review the permanent regulations and to make a recommendation on whether said regulations, or some modification thereof, should be permanently adopted. The Edgewood Planning Commission is directed to complete its

review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to City Council.

As adopted, the ordinance set a work plan to complete this work within six (6) months. However, this work has yet to be completed and the one (1) year deadline is quickly approaching.

Staff Recommendation:

Given the current workload and other recent changes, staff is asking the Planning Commission to consider a recommendation to the City Council that they extend Ordinance 23-0647 through the end of 2024, allowing staff and the Planning Commission to complete the work originally described in the emergency interim ordinance, including the additional updates needed to address the remaining requirements contained in SB 5290.

ORDINANCE NO. 23-0647

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, ADOPTING AN EMERGENCY INTERIM ZONING CONTROL ORDINANCE TO AMEND TITLE 18 OF THE EDGEWOOD MUNICIPAL CODE IN ACCORDANCE WITH AMENDMENTS TO STATE LAW ADOPTED IN 2023 IN SECOND SUBSTITUTE SENATE BILL 5290 FOR A PERIOD OF ONE YEAR; ESTABLISHING A DATE FOR A PUBLIC HEARING; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THE INTERIM REGULATIONS WILL TAKE EFFECT IMMEDIATELY UPON PASSAGE.

WHEREAS, the adoption of land use and zoning regulations is a valid exercise of the City's police power and is specifically authorized by Revised Code of Washington (RCW) 35A.63.100; and

WHEREAS, within the express terms of the Growth Management Act, the Washington State Legislature has specifically conferred upon the governing bodies of Washington cities the right to establish and adopt interim development regulations; and

WHEREAS, local project review processes are governed by Chapter 36.70B RCW; and

WHEREAS, Second Substitute Senate Bill 5290 (SB 5290) concerning consolidating local permit review processes was passed into law during the 2023-2024 legislative session, which amends Chapter 36.70B RCW to set new requirements for the processing of project permit application; and

WHEREAS, SB 5290 becomes effective on July 23, 2023, with the exception of Section 7, which is not effective until January 1, 2025; and

WHEREAS, the City must amend portions of the development code in Title 18 of the Edgewood Municipal Code (EMC) by July 23, 2023, to comply with SB 5290; and

WHEREAS, the City will be undertaking the periodic update of its Comprehensive Plan in 2024, and as part of this update will also be reviewing its land use permitting and procedures outlined in Title 18 EMC; and

WHEREAS, the City Council has determined that to comply with SB 5290 and thoroughly analyze permanent regulations, interim development regulations adopted under the provisions of RCW 36.70A.390 are necessary to allow adequate time for the City to adopt permanent development regulations in compliance with SB 5290; and

WHEREAS, the City is authorized under RCW 35A.63.220 and 36.70A.390 to pass an interim zoning and official control ordinance for up to one (1) year if a work plan is developed for related studies providing for such a longer period; and

WHEREAS, City Staff have developed a work plan for related studies for compliance with SB 5290 and such work plan is specified below; and

WHEREAS, RCW 36.70A.390 authorizes the City Council to adopt an interim zoning control ordinance for one (1) or more six (6) month periods without first holding a public hearing on the proposed interim zoning control ordinance so long as a public hearing is held within at least 60 days after its adoption; and

WHEREAS, the City Council has scheduled a public hearing regarding the adopted interim zoning ordinance on August 8, 2023; and

WHEREAS, the deadline in SB 5290 for cities to adopt compliant development regulations cause an emergency which necessitates that this ordinance become effective immediately in order to preserve the public health, safety, and welfare and also requires action prior to the preparation of a State Environmental Protection Act (SEPA) threshold determination pursuant to WAC 197-11-880; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of July 25, 2023;

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

Section 1. Findings Adopted. The “Whereas Clauses” set forth in the recitals of this Ordinance are hereby adopted as the findings and conclusions of the City Council for passing this Ordinance.

Section 2. EMC 18.20.190, Amended. EMC Section 18.20.190, P definitions, is hereby amended as shown in Exhibit A attached and incorporated by this reference.

Section 3. EMC 18.40.150, Amended. EMC Section 18.40.150, Determination of completeness (RCW 36.70B.070), is hereby amended as shown in Exhibit A attached and incorporated by this reference.

Section 4. EMC 18.95.020, Amended. EMC Section 18.95.020, Applicability, is hereby amended as shown in Exhibit A attached and incorporated by this reference.

Section 5. Duration of Interim Zoning Controls. The interim zoning and official controls approved by this Ordinance shall be effective immediately upon passage of this ordinance and continue in effect for a period of one (1) year, commencing on July 25, 2023, and ending on July

24, 2024, unless extended or modified by City Council or unless a final ordinance is adopted amending the Edgewood Municipal Code before July 24, 2024.

Section 6. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council shall hold a public hearing to accept public testimony on this interim ordinance within sixty (60) days of its adoption. The Council shall hold this hearing at Edgewood City Hall on August 8, 2023, at 7:00 pm or as soon thereafter. After the public hearing, the City Council may adopt additional legislative findings in support of this Ordinance and/or otherwise modify the provisions of this Ordinance.

Section 7. Adoption of Work Plan. Within the next six (6) months following the passage of this Ordinance, the Edgewood Planning Commission is hereby directed to review the permanent regulations and to make a recommendation on whether said regulations, or some modification thereof, should be permanently adopted. The Edgewood Planning Commission is directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to City Council.

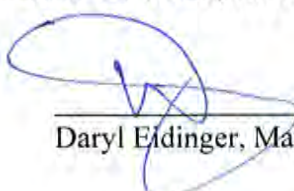
Pursuant to RCW 36.70A.106, the Director of the Community & Economic Development Department is hereby directed to transmit this ordinance to the Washington State Department of Commerce for review, as may be required or desired.

Section 8. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers for the purposes of codification, and any other references thereto.

Section 9. Severability. If any section, sentence, clause, or phrase of this Ordinance or any municipal code section amended hereby should be held to be unconstitutional or unlawful 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 or the amended municipal code section.

Section 10. Effective Date. The City Council hereby finds and declares that the deadlines in SB 5290 for cities to adopt compliant development regulations cause an emergency which necessitates that this ordinance become effective immediately in order to preserve the public health, safety, and welfare. This ordinance shall become effective immediately upon passage by at least a majority plus one member of the City Council. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date.

ADOPTED THIS 25TH DAY OF JULY, 2023.



Daryl Eidinger, Mayor

ATTEST:



Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney

Published: July 27, 2023
Effective Date: July 25, 2023

Exhibit A

18.20.190 P definitions.

“Project permit” means any land use or environmental permit or license required from the city of Edgewood for a project action, including but not limited to ~~building permits~~, site development permits, fill and grade permits, subdivisions, binding site plans, planned unit developments, conditional uses, site plan(s), shoreline substantial development permits, development plan review, site specific rezones ~~authorized by the comprehensive plan which do not require a comprehensive plan amendment~~; but excluding adoption or amendment of ~~the a comprehensive plan, subarea plan or and development regulations, zoning of newly annexed land, area-wide rezones, and zoning map amendments~~ except as otherwise specifically included in this subsection.

18.40.150 Determination of completeness (RCW [36.70B.070](#)).

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

1. Time Limitations.

- a. Calculation of Time Periods for Issuance of Notice of Final Decision. In determining the number of calendar days that have elapsed after the city has notified the applicant that the application is complete for purposes of calculating the time for issuance of the notice of decision, the following periods shall be excluded:
 - i. Any period during which the applicant has been requested by the city to correct plans, perform required studies, provide additional required information, or otherwise requires the applicant to act. The period shall be calculated from the date the city notifies the applicant of the need for additional information until the earlier of the date the local government determines whether the additional information satisfies the request for information or 14 calendar days after the date the information has been provided to the city;
 - ii. If the city determines that the information submitted by the applicant under EMC [18.40.150](#), Determination of completeness, is insufficient or incorrect;
 - iii. Any period during which an environmental impact statement is being prepared following a determination of significance pursuant to Chapter [43.21C](#) RCW, if the city by ordinance has established time periods for completion of environmental impact statements, or if the city and the applicant in writing agree to a time period for completion of an environmental impact statement;

- iv. Any period for administrative appeals of project permit applications, if an open record appeal hearing or a closed record appeal, or both, are allowed. The time period for consideration and decision on appeals shall not exceed:
 - (A) Ninety calendar days for an open record appeal hearing; or
 - (B) Sixty calendar days for a closed record appeal, unless the parties agree to extend these time periods; and
- 2. Any extension of time mutually agreed upon by the applicant and the local government.
- 3. The time limits established in this section do not apply if a project permit application:
 - a. Requires an amendment to the comprehensive plan or a development regulation;
 - b. Requires approval of the siting of an essential public facility as provided in RCW [36.70A.200](#); or
 - c. Is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete pursuant to this section.
- 4. If the city is unable to issue its final decision within the time limits provided in this chapter, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of a final decision. The city is not liable for damages due to the city's failure to make a final decision within the time limits established in this chapter.

B. Determination of complete application.

- 1. Within 28 calendar days after receiving a project permit application ~~for review for completeness~~, the city shall ~~mail or personally~~ provide a written determination of completeness to the applicant which ~~to the extent known by the city identifies other agencies with jurisdiction over the project permit application and~~ states either that:
 - a. ~~†~~The application is complete; or ~~that~~
 - b. ~~†~~The application is incomplete and that the procedural submission requirements of the city have not been met. The determination will outline what is necessary to make the application procedurally complete. To the extent known by the city, the determination will identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application.
- 2. If the city does not provide a written determination to the applicant that the application is incomplete within 28 calendar days, the application shall be deemed procedurally complete on the 29th day after receiving a project permit application. When the city does not provide a written determination to the applicant that the application is

procedurally incomplete, the city may still seek additional information or studies as provided for in subsection (B)(3). The time period guidelines for review of project permit applications begin following the determination of a complete application.

3. Additional information or studies may be required or project modifications may be undertaken subsequent to the procedural review of the application by the city. The city's determination of completeness shall not preclude the city from requesting additional information or studies either at the time of the notice of completeness or at some later time, if new ~~or additional~~ information is required or where there are substantial changes in the proposal. However, if the procedural submission requirements, as outlined on the project permit application have been provided, the need for additional information or studies may not preclude a completeness determination.

C. ~~Prior to a determination of a complete application,~~ If the applicant receives a written determination from the city that an application is not complete, the applicant shall have up to 90 calendar days to submit the necessary information to the city. Within 14 calendar days after an applicant has submitted the requested additional information, the city shall make the determination as described in subsection (B) of this section, and notify the applicant in the same manner. If the applicant either refuses, in writing, to submit additional information, or does not submit the required information within the 90 calendar day period, the application shall lapse because of a lack of information necessary to complete the review.

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

1. The correct number of completed application forms signed by the applicant which contain a detailed description of the proposed land use, proposed impervious surface, and description of all existing and proposed improvements and easements;
2. The correct number of documents, plans, or maps identified in the applicable application, as appropriate for the proposed project;
3. A completed State Environmental Policy Act checklist, if required;
4. For preliminary plats only, a complete land survey of the perimeter of the site;
5. All studies and materials demonstrating compliance with the Edgewood Municipal Code;
6. Water availability letter (this requirement is for preliminary plats and short plats only);
7. Conceptual stormwater plans (this requirement is for preliminary plats and short plats only);
8. Payment of all applicable fees pursuant to the adopted fee schedule. In the event of insufficient funds on a draft, the application shall be deemed null and void;

9. Proposed applications shall be consistent with the comprehensive plan and applicable development regulations. (Ord. 03-203 § 1).

18.95.020 Applicability

A. Site plan design review shall be required prior to the issuance of construction permits in any of the following circumstances:

1. The new construction of a nonresidential building or other structure;
2. The expansion, remodel, or alteration of any building or other structure by more than five percent of its existing floor area, or overall size in cases where floor area standards are not applicable;
3. The expansion of any building or structure that creates a new dwelling unit;
4. A change of use, or where traffic, parking, noise or other impacts are greater than the impacts for the previously existing use, as determined by the director; or
5. The construction and reconstruction of driveway approaches, gates, roads, shared access facilities, alleys, and driving surfaces within ingress/egress easements.

B. The following activities shall not require site plan design review:

1. Permits authorizing residential construction for detached single-family residential use and accessory dwelling units.
2. Any activity that does not require a building permit or is not considered a change in use, as determined by the director.
3. Any activity on the exterior of a building that does not exceed a 25 percent change in any existing facade or roof form.
4. Interior ~~work that does not alter the exterior of the structure or affect parking standards as determined by the director.~~ alterations, provided that the interior alterations do not result in the following:
 - (a) Additional sleeping quarters or bedrooms;
 - (b) Nonconformity with federal emergency management agency substantial improvement thresholds; or
 - (c) Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

Nothing in this subsection exempts interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes. For purposes of this subsection, "interior

alterations” include construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.

5. Normal building maintenance and repair. (Ord. 20-582 § 5; Ord. 16-469 § 2 (Exh. A); Ord. 11-360 § 3 (Exh. B)).



CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

The Planning Commission voted X-X to recommend that the City Council extend emergency interim Ordinance 23-0647 until December 31, 2024. This extension is necessary for the City of Edgewood to remain compliant with Second Substitute Senate Bill 5290 and allow for adequate time to review the Edgewood Municipal Code for any additional revisions needed to maintain said compliance on January 1, 2025.

RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 10TH DAY OF JUNE 2024.

JoAnne Overfield
Planning Commission Chair

Attest by:

Jeremy Metzler, PE
Public Works Director / Acting Community Development Director



CITY OF EDGEWOOD STAFF REPORT PLANNING COMMISSION AGENDA ITEM

Date: May 13, 2024

Title: Middle Housing Ordinance Update

Attachments: Agreement for Middle Housing Grant
First Draft of Ordinance re: Middle Housing

Submitted By: Jeremy Metzler, PE – Public Works Director / Acting Community
Development Director

Background Information:

Middle housing is a term for homes that are at a *middle scale* between detached single-family houses and large multifamily complexes. Examples include: duplexes, triplexes, fourplexes, fiveplexes, sixplexes, courtyard apartments, cottage clusters, and townhomes. These types are typically “house-scale”; that is, the buildings are about the same size and height as detached houses. During the 2023-24 legislative session, [HB 1110 \(2023\)](#) was adopted to implement middle housing across the state.

HB 1110 (2023) directs Commerce to provide technical assistance including model ordinances, for implementing the bill. The models are intended to serve as the middle housing ordinance in cities that are unable to adopt regulations within six-months of their next periodic update (June 2025 for City of Edgewood) required under [RCW 36.70A.130](#) and [RCW 36.70A.635\(11\)](#). More information is available on the Department of Commerce's [Middle Housing resource webpage](#)¹.

Current Discussion:

The City of Edgewood was awarded a grant earlier this year (agreement attached) to assist with implementation of HB 1110 (2023) in Edgewood Municipal Code (EMC). Working with legal counsel, the attached draft ordinance has been developed to modify sections of EMC consistent with the model ordinance and guidance provided by Commerce. In order to stay compliant with the grant agreement and be reimbursed for these efforts, the City must provide the first draft of our middle housing ordinance to Commerce no later than June 15, 2024.

Staff Recommendation:

Staff requests the Planning Commission's feedback on the attached draft materials so that it may be incorporated into the draft that is due to the Department of Commerce by June 15, 2024. As there will be more opportunities for review and input prior to the ordinance's adoption in early 2025, no formal recommendation from the Planning Commission is needed at this time.

¹ <https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-topics/planning-for-middle-housing/>



**Interagency Agreement with
City of Edgewood
through
Growth Management Services**

Contract Number:

24-63336-114

For

Middle Housing Grant

Dated:

Date of Execution



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Face Sheet

Contract Number: 24-63336-114

Local Government Division Growth Management Services Middle Housing Grants

1. Contractor Citys of Edgewood 2224 104th Ave E Edgewood, WA-98372		2. Regional Planner Valerie Smith Valerie.Smith@commerce.wa.gov	
3. Contractor Representative Evan Hietpas Senior Planner 253-831-4254 evan@cityofedgewood.org		4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov	
5. Contract Amount \$40,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # 0007706	
12. UBI # 601-671-344		13. UEI # N/A	
14. Contract Purpose For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.			
Signature Block on next page			



FOR CONTRACTOR

DocuSigned by:
Dave Olson
CD15A21F780F4CA...

Dave Olson, Mayor
City of Edgewood

1/22/2024 | 5:33 PM PST
Date

DocuSigned by:
Ann Marie Soto
3F26E99B0E22429...

Ann Marie Soto, City Attorney

1/21/2024 | 9:44 AM PST
Date

DocuSigned by:
Lauren Balisky
CB1FDD8577854E0...

Lauren Balisky, CED Director

1/22/2024 | 12:42 PM PST
Date

DocuSigned by:
Rachel Pitzel
911667A7394241E...

Rachel Pitzel, City Clerk

1/23/2024 | 8:12 AM PST
Date

Rachel Pitzel

FOR COMMERCE

DocuSigned by:
Mark Barkley
80312B04865C458...

Mark K. Barkley, Assistant Director
Local Government Division

1/25/2024 | 7:02 AM PST
Date

APPROVED AS TO FORM ONLY
BY ASSISTANT ATTORNEY GENERAL
APPROVAL ON FILE



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$40,000 (forty thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63336-114.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. Any payment made by COMMERCE for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.



Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government insurance liability program or local government risk pool, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F.** "State" shall mean the state of Washington.
- G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii.** All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make



a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or



acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.



- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work

Grant Objective: Implement House Bill 1110 to support the development of middle housing.			
Actions/Steps/ Deliverables	Description	Start Date	End Date
Action 1	Middle Housing Public Participation Plan	November 2023	January 2024
Step 1.1	Develop middle housing public participation plan		January 2024
Deliverable 1	Middle Housing Public Participation Plan		January 31, 2024
Action 2	First Draft Middle Housing Development Regulation Amendments	November 2023	June 2024
Step 2.1	Meetings with Planning Commission and City Council on drafting of development regulation amendments relating to middle housing.	November 2023	May 2024
Step 2.2	Review and evaluate existing development regulations for needed middle housing related amendments.	November 2023	May 2024
Step 2.3	Review Commerce Middle Housing Model Ordinance(s) and other resources.		May 2024
Step 2.4	Draft Middle Housing development regulation amendments.		May 2024
Deliverable 2	First Draft Middle Housing ordinance		June 15, 2024
Action 3	Public Informational Materials and Results	November 2023	March 2025
Step 3.1	Prepare informational materials for the public related to middle housing.	November 2023	November 2024
Step 3.2	Hold public meetings, outreach events, identify and conduct outreach to vulnerable populations and overburdened communities, residential developers, renters and owner-occupied households in residential neighborhoods, inform and solicit feedback from stakeholders, develop and update social media materials.		December 2024



Deliverable 3	Public Participation Results Report, with informational materials used to engage the public informational materials		March 31, 2025
Action 4	Adopt Middle Housing development regulation amendments	February 2025	June 2025
Step 4.1	Incorporate public input in draft revisions.		
Step 4.3	Review draft with Planning Commission and other stakeholders		April 2025
Step 4.4	City Council consideration of Planning Commission recommendation		May 2025
Step 4.5	City Council adoption of Middle Housing development regulation amendment ordinance		May 2025
Deliverable 4	Adopted Middle Housing ordinance		June 15, 2025



Attachment B: Budget

Grant Objective: Implement House Bill 1110 to support the development of middle housing.	Fiscal Year (FY)	Commerce Funds
Deliverable 1. Middle Housing Public Participation Plan	FY1 – January 31, 2024	\$10,000
Deliverable 2. First Draft Middle Housing ordinance	FY1 – June 15, 2024	\$10,000
Deliverable 3. Public Engagement Results Report, with informational materials used to engage the public informational materials	FY2 – March 31, 2025	\$10,000
Deliverable 4. Adopted Middle Housing ordinance	FY2 – June 15, 2025	\$10,000
Grant Total:		\$40,000

Funds must be invoiced in the appropriate fiscal year (FY1 or FY2), or they may not be able to be paid. Please be sure to invoice for all FY1 by June 30, 2024 and FY2 by June 30, 2025.

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form		
Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	DS CC 1/12/2024 11:36 AM PST
GMS Managing Director	Dave Andersen	DS Da 1/12/2024 11:44 AM PST
Deputy Assistant Director – LGD	Tony Hanson	DS TH 1/25/2024 7:01 AM PST

Certificate Of Completion

Envelope Id: 991527763A684459A45ABB44CE9FD581

Status: Completed

Subject: Complete with DocuSign: Edgewood Middle Housing

Division:

Local Government

Program: MH

ContractNumber: 24-63336-114

DocumentType: Contract

Source Envelope:

Document Pages: 16

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 3

Ashley Murphy

AutoNav: Enabled

1011 Plum Street SE

MS 42525

Envelopeld Stamping: Enabled

Olympia, WA 98504-2525

ashley.murphy@commerce.wa.gov

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 147.55.149.249

Record Tracking

Status: Original

Holder: Ashley Murphy

Location: DocuSign

1/8/2024 2:30:19 PM

ashley.murphy@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Corina Campbell corina.campbell@commerce.wa.gov Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.178	Sent: 1/8/2024 2:34:47 PM Viewed: 1/12/2024 11:35:59 AM Signed: 1/12/2024 11:36:04 AM

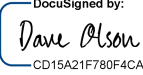
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dave Andersen dave.andersen@commerce.wa.gov Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.238.6.177	Sent: 1/12/2024 11:36:05 AM Viewed: 1/12/2024 11:44:24 AM Signed: 1/12/2024 11:44:29 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ann Marie Soto annmarie@madronalaw.com Member Security Level: Email, Account Authentication (None)	DocuSigned by:  3F26E99B0E22429... Signature Adoption: Pre-selected Style Using IP Address: 73.239.255.134	Sent: 1/12/2024 11:44:31 AM Viewed: 1/21/2024 9:44:12 AM Signed: 1/21/2024 9:44:18 AM
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Electronic Record and Signature Disclosure:
Accepted: 1/21/2024 9:44:12 AM
ID: e5b129de-086d-493b-a348-a1ba95bfd52b

Signer Events	Signature	Timestamp
Lauren Balisky lauren@cityofedgewood.org Security Level: Email, Account Authentication (None)	DocuSigned by:  CB1FDD8577854E0... Signature Adoption: Pre-selected Style Using IP Address: 50.175.18.254	Sent: 1/21/2024 9:44:20 AM Viewed: 1/22/2024 12:41:53 PM Signed: 1/22/2024 12:42:04 PM
Electronic Record and Signature Disclosure: Accepted: 1/22/2024 12:41:53 PM ID: 5f97e1f7-0d84-4c6a-bb64-f53f10c6fc46		
Dave Olson mayor@cityofedgewood.org Security Level: Email, Account Authentication (None)	DocuSigned by:  CD15A21F780F4CA... Signature Adoption: Pre-selected Style Using IP Address: 50.175.18.254	Sent: 1/22/2024 12:42:07 PM Viewed: 1/22/2024 5:32:54 PM Signed: 1/22/2024 5:33:49 PM
Electronic Record and Signature Disclosure: Accepted: 1/22/2024 5:32:54 PM ID: 1ddfe384-4bc5-4b9d-9b47-c62a6547b8c3		
Rachel Pitzel rachel@cityofedgewood.org Security Level: Email, Account Authentication (None)	DocuSigned by:  911667A7394241E... Signature Adoption: Pre-selected Style Using IP Address: 50.175.18.254	Sent: 1/22/2024 5:33:51 PM Viewed: 1/23/2024 8:10:57 AM Signed: 1/23/2024 8:12:20 AM
Electronic Record and Signature Disclosure: Accepted: 1/23/2024 8:10:57 AM ID: 4bdb0e01-b249-4729-8f64-3f79d1each7e		
Tony Hanson tony.hanson@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 198.239.106.203	Sent: 1/23/2024 8:12:23 AM Viewed: 1/25/2024 7:01:27 AM Signed: 1/25/2024 7:01:43 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	DocuSigned by:  80312B04865C458... Signature Adoption: Pre-selected Style Using IP Address: 147.55.134.38	Sent: 1/25/2024 7:01:46 AM Viewed: 1/25/2024 7:02:01 AM Signed: 1/25/2024 7:02:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Paul Johnson paul.johnson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/8/2024 2:34:46 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/25/2024 7:02:01 AM
Signing Complete	Security Checked	1/25/2024 7:02:06 AM
Completed	Security Checked	1/25/2024 7:02:06 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

ORDINANCE NO. 24-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, IMPLEMENTING THE REQUIREMENTS OF ENGROSSED SUBSTITUTE HOUSE BILL (E2SHB) 1110 FOR MISSING MIDDLE HOUSING, AS AMENDED BY E2SHB 2321; AMENDING TITLE 18 OF THE EDGEWOOD MUNICIPAL CODE (EMC), DEVELOPMENT STANDARDS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2023 the Washington State Legislature passed Engrossed Substitute House Bill (E2SHB) 1110 (chapter 332, Laws of 2023) related to middle housing; and

WHEREAS, in passing E2SHB 1110 (chapter 332, Laws of 2023) the State legislature found that Washington is facing an unprecedented housing crisis for its current population and a lack of housing choices, and is not likely to meet affordability goals for future populations; and

WHEREAS, the State legislature further found that in order to meet the goal of 1,000,000 new homes statewide by 2044, and enhanced quality of life and environmental protection, innovative housing policies will need to be adopted and that increasing housing options that are more affordable to various income levels is critical to achieving the state's housing goals, including those established by the legislature in E2SHB 1220 (chapter 254, Laws of 2021) relating to supporting emergency shelters and housing; and

WHEREAS, the State legislature further found:

There is continued need for the development of housing at all income levels, including middle housing that will provide a wider variety of housing options and configurations to allow Washingtonians to live near where they work;

Homes developed at higher densities are more affordable by design for Washington residents both in their construction and reduced household energy and transportation costs;

While creating more housing options, it is essential for cities to identify areas at higher risk of displacement and establish anti-displacement policies as required in E2SHB 1220 (chapter 254, Laws of 2021);

The state has made historic investments in subsidized affordable housing through the housing trust fund, yet even with these historic investments, the magnitude of the housing shortage requires both public and private investment; and

In addition to addressing the housing shortage, allowing more housing options in areas already served by urban infrastructure will reduce the pressure to develop natural and working lands, support key strategies for climate change, food security, and Puget Sound recovery, and save taxpayers and ratepayers money.

WHEREAS, on _____, the City Council passed Ordinance No. _____ incorporating middle housing policies into the Housing Element of the Comprehensive Plan as required by E2SHB 1220 (chapter 254, Laws of 2021); and

WHEREAS, on _____, the City transmitted a copy of the proposed ordinance to the Washington State Department of Commerce in accordance with RCW 36.70A.106 at least 60 days in advance of adoption for the required 60-day State review period; and

WHEREAS, on _____, the City issued a State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS) on the proposed ordinance, which is a non-project proposal; and

WHEREAS, during the course of developing the proposed ordinance, various means of public outreach were used including, but not limited to, public meetings, a middle housing webpage, presentations at various community groups, notification of public hearings; and

WHEREAS, the City Planning Commission held work sessions on _____ to study and review matters related to implementing ES2HB 1110; (chapter 332, Laws of 2023) and

WHEREAS, on _____, the city/town Planning Commission held a duly noticed public hearing on the proposed ordinance, accepted testimony and made a recommendation to the _____ city/town council; and

WHEREAS, on _____, the city/town council held a duly noticed public hearing to consider the planning commission recommendation and accept public testimony; and

WHEREAS, adoption of the ordinance will bring the city/town into compliance with ES2HB 1110 (chapter 332, Laws of 2023) and will serve the general welfare of the public;

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

Section 1. Title 18 EMC amended. The City Council hereby adopts the amendments to Title 18, Development Standards as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2.

Section 3. 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 4. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE __TH DAY OF _____, 2024.

Mayor Dave Olson

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, City Attorney

Date of Publication:

Effective Date:

EXHIBIT A

Chapter 18.20

DEFINITIONS

Commented [KS1]: See Section 3 of model ordinance

18.20.040 A definitions.

“Administrative design review” means a development permit process whereby an application is reviewed, approved, or denied by the planning director or the planning director’s designee based solely on objective design and development standards without a public predecision hearing, unless such review is otherwise required by state or federal law, or the structure is a designated landmark or historic district established under a local preservation ordinance. The city may utilize public meetings, hearings, or voluntary review boards to consider, recommend, or approve requests for variances from locally established design review standards.

“All lots zoned predominantly for residential use” means all zoning districts in which residential dwellings are the predominant use. This excludes lands zoned primarily for commercial, industrial, and/or public uses, even if those zones allow for the development of detached single-family residences. This also excludes lands zoned primarily for mixed uses, even if those zones allow for the development of detached single-family residences, if the zones permit by-right multifamily use and a variety of commercial uses, including but not limited to retail, services, eating and drinking establishments, entertainment, recreation, and office uses.

Commented [KS2]: Optional (not bolded) in the model ordinance

18.20.060 C definitions.

“Cottage court” means five to nine detached dwelling units organized around an internal shared courtyard.

“Cottage housing” means residential units on a lot with a common open space that either: (a) is owned in common; or (b) has units owned as condominium units with property owned in

Commented [KS3]: Should this be amended, or should definition be deleted? See new definition for “courtyard apartments”

common and a minimum of 20 percent of the lot size as open space, a development of detached dwellings, which has the following characteristics:

1. Each unit is of a size and function suitable for a single person or small family;
2. Each unit has the construction characteristics of a single family house;
3. The density is typically eight to 17 units per acre (but is subject to minimum and maximum densities established under applicable zoning regulations);
4. All units are located either on a commonly owned piece of property or individual small lots;
5. The development is designed with a coherent concept and includes:
 - a. Shared usable open space;
 - b. Off street parking;
 - c. Access within the site and from the site;
 - d. Amenities such as a multipurpose room, workshop, or garden;
 - e. Coordinated landscaping.

“Courtyard apartments” means up to four attached dwelling units arranged on two or three sides of a yard or court.

18.20.070 D definitions.

“Development regulations” means any controls placed on development or land use activities by the city, regulation of the location and size of development, including, but not limited to, zoning ordinances, official controls, subdivision ordinances, and binding site plan ordinances, setbacks, landscaping, screening, height, site coverage, signs, building layout, parking and site design and related features of land use.

Commented [KS4]: Optional in model ordinance

“Duplex” means one detached residential building, vertically or horizontally attached, containing with two attached dwelling units totally separated from each other by a one-hour firewall or floor, designed for occupancy by not more than two families.

Commented [KS5]: Optional in model ordinance

“Duplex: back to back” means two dwelling units on an individual lot separated vertically back to back that share a common wall.

“Duplex: side by side” means two dwelling units on an individual lot separated vertically side by side that share a common wall.

“Duplex: top and bottom” means two dwelling units on an individual lot separated horizontally with one unit on top of the other unit.

18.20.090 F definitions.

"Fiveplex" means a residential building with five attached dwelling units.

"Fourplex" means a residential building with four attached dwelling units.

Commented [KS6]: optional

18.20.160 M definitions.

"Major transit stop" means a stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW, commuter rail stops, stops on rail or fixed guideway systems, and stops on bus rapid transit routes.

"Middle housing" means buildings that are compatible in scale, form, and character with single-family houses and contain two or more attached, stocked, or clustered homes including duplexes, triplexes, fourplexes, fiveplexes, ~~sixplexes~~, townhouses, stacked flats, courtyard apartments, and cottage housing.

Commented [KS7]: sixplex is in this required definition, but per Lauren n/a to Edgewood. The model ordinance also has a definition for "sixplex" but it's optional

18.20.220 S definitions.

"Single-family zones" means those zones where single-family detached residences are the predominant land use.

"Sixplex" means a residential building with six attached dwelling units.

Commented [KS8]: optional

"Stacked flat" means dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or owned.

18.20.230 T definitions.

"Townhouse" means ~~buildings that contain~~ three or more attached ~~single-family~~ dwelling units that extend from the foundation to roof and that have a yard or public way on not less than two sides. ~~where each unit is separated vertically and shares at least one common wall with another dwelling unit.~~

"Triplex" means a residential building with three attached dwelling units.

Commented [KS9]: optional

18.20.240 U definitions.

“Unit density” means the number of dwelling units allowed on a lot, regardless of lot size.

Commented [KS10]: optional

Chapter 18.70
PERMITTED LAND USES

18.70.050 Land use table.

Table 1: Land Use Table

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Residential													
✓ – Permitted Use CUP – Use may be approved via CUP – Prohibited Use A – Approval Requires AUP	NAICS Code	SF2	SF3	SF5	MR1	MR2	MUR	TC	C	BP	I	P	All Uses Subject to Conditions 1 and 6
Accessory													
Accessory Dwelling Unit (ADU), Attached	Special	✓	✓	✓	✓	✓	✓	–	–	–	–	–	See EMC <u>18.90.190</u> for ADU requirements for both attached and detached

Chapter 18.70
PERMITTED LAND USES

18.70.050 Land use table.

Table 1: Land Use Table

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
													(backyard cottage) ADUs
ADU, Detached (Backyard Cottage)	Special	✓	✓	✓	✓	✓	✓	A	A	–	–	–	Detached ADU allowed secondarily in TC and C zones only when paired with townhouse use
Caretaker Residence	Special	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	–	–	
Single-Family													

Commented [KS11]: Can this use be deleted? There aren't particular development standards for them. Not sure why they'd require a CUP when ADUs don't. If ok to delete, needs to be deleted in parking requirements Table 1 in 18.90.130.

Chapter 18.70
PERMITTED LAND USES

18.70.050 Land use table.

Table 1: Land Use Table

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Detached Dwelling	Special	✓	✓	✓	✓	✓	✓	–	–	–	–	–	
Cottage Court	Special	–	✓	✓	✓	✓	✓	–	–	–	–	–	
Multifamily													
Duplex: Side by Side	Special	✓	✓	✓	✓	✓	✓	–	–	–	–	–	<u>See Condition 7.</u>
Duplex: Back to Back	Special	–	✓	✓	✓	✓	✓	–	–	–	–	–	–
Duplex: Top and Bottom	Special	–	✓	✓	✓	✓	✓	–	–	–	–	–	–

Commented [KS12]: The land use table doesn't distinguish between duplex types; neither does the parking requirements in Table 1 18.90.130. If City agrees to consolidate all the types then the parking table needs to be amended as well

Chapter 18.70
PERMITTED LAND USES

18.70.050 Land use table.

Table 1: Land Use Table

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Attached Dwelling	Special	✓	✓	✓	✓	✓	✓	–	–	–	–	–	See Condition 7.
Multi-plex	Special	–	–	–	✓	✓	✓	–	–	–	–	–	
Townhouse	Special	✓	✓	✓	✓	✓	✓	✓	✓	–	–	–	See Condition 7
Apartment	Special	–	–	–	–	–	✓	✓	✓	✓	–	–	
Other													
Adult Family Home	623990, part	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	In accordance with RCW 70.128.010(1) , as amended

Commented [KS13]: City must allow at least one of the four multifamily options in all predominantly residential zones. The draft amendments add duplex, attached dwelling, and townhouse, but not apartments and multiplexes

Chapter 18.70
PERMITTED LAND USES

18.70.050 Land use table.

Table 1: Land Use Table

Land Use Table	NAICS Code	Single-Family 2	Single-Family 3	Single-Family 5	Mixed Residential 1	Mixed Residential 2	Mixed Use Residential	Town Center	Commercial	Business Park	Industrial	Public	Notes
Nursing and Residential Care Facilities	6231; 6232	—	—	—	—	CUP	✓	✓	✓	✓	—	—	
Assisted Living Facilities	6233	—	—	—	CUP	CUP	✓	✓	✓	✓	—	—	
Live/Work Unit	Special	—	—	—	—	—	✓	✓	✓	✓	—	—	
Permanent Supportive Housing		✓	✓	✓	✓	✓	✓	✓	✓	✓	—	—	
Transitional Housing		✓	✓	✓	✓	✓	✓	✓	✓	✓	—	—	

Conditions

(7) The provisions of Engrossed Second Substitute House Bill 1110 (chapter 332, Laws of 2023) do not apply to:

(a) Lots designated with critical areas designated under RCW 36.70A.170 or their buffers as required by RCW 36.70A.170.

(b) A watershed serving a reservoir for potable water if that watershed is or was listed, as of July 23, 2023, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).

~~(a)~~(c) Lots that have been designated urban separators by countywide planning policies as of July 23, 2023.

Chapter 18.80
LAND USE ZONES

18.80.040 Single-Family Residential zoning districts

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

1. The permitted unit density on all Single-Family zoning districts is two units per lot.

The maximum density for the Single-Family zoning districts is the number of dwelling units allowed per net buildable acre (dua) and shall be as follows:

	Maximum	Minimum
a. SF-2 zoning district:	2 dua	1 dua
b. SF-3 zoning district:	3 dua	1 dua
c. SF-5 zoning district:	5 dua	2.5 dua

7. Design features shall be required for multifamily apartment buildings as set forth in Chapter 18.95 EMC, Design Standards.

Commented [KS14]: Optional defined term in model ordinance: “the number of dwelling units allowed on a lot, regardless of lot size.”

The city could either switch to “unit density” and consider changing the maximum # of units per lot, or could keep “dua” for maximum density. Minimum density needs to be 2 units regardless of lot size.

Commented [KS15]: Multifamily buildings that are “middle housing” can’t have more stringent standards than detached single-family dwellings

18.80.050 Mixed Residential zoning districts.

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

1. The permitted unit density in all Mixed Residential zoning districts is two units per lot~~Maximum Density~~. The Maximum density for the Mixed Residential zoning districts is the maximum number of dwelling units allowed per net buildable acre (dua) and shall be as follows:

- a. MR-1 zoning district: four dua.
- b. MR-2 zoning district: eight dua.

7. Design features shall be required for ~~multifamily-apartment buildings~~ as set forth in Chapter 18.95 EMC, Design Standards.

Chapter 18.90

DEVELOPMENT STANDARDS – CITYWIDE APPLICABILITY

18.90.040 Density standards.

C. The maximum density for single-family zoning districts (SF-2, SF-3 and SF-5) is the maximum number of dwelling units allowed per net developable area of an acre, and is expressed as a ration, i.e., one dwelling unit per net developable acre. Accessory dwelling units shall be included in ~~excluded from~~ the maximum number of allowable dwelling units. The minimum lot size does not determine maximum density.

F. The permitted unit density of all lots zoned predominantly residential (SF-2, SF-3, SF-5, MR-1, and MR-2) is two units per lot, unless zoning permitting higher densities applies. The standard in this subsection F does not apply to lots after subdivision below 1,000 feet.

Commented [KS16]: See section 5 of model ordinance

18.90.130 Parking.

H. Parking Space Standards for Middle Housing.

Commented [KS17]: See section 9 of model ordinance

1. Off-street parking for middle housing shall be subject to the following:

- a. No off-street parking shall be required within one-half mile walking distance of a major transit stop.
- b. A maximum of one off-street parking space per unit shall be required on lots smaller than 6,000 square feet, before any zero lot line subdivisions or lot splits.
- c. A maximum of two off-street parking spaces per unit shall be required on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits.

2. The provisions of subsection (1) do not apply to:

- a. Portions of the city for which the Department of Commerce has certified a parking study in accordance with RCW 36.70A.635(7)(a), in which case off-street parking requirement shall be as provided in the certification from the Department of Commerce.
- b. Portions of the city within a one-mile radius of a commercial airport in Washington with at least 9,000,000 annual enplanements in accordance with RCW 36.70A.635(7)(b).

18.90.200 Middle housing.

Commented [KS18]: I skipped section 6 of the model ordinance - Middle Housing Types Allowed

- A. Purpose. The purpose of this section is to implement Engrossed Second Substitute House Bill 1110, codified in RCW 36.70A.030, 36.70A.280, 36.70A.635, 36.70A.636, 36.70A.637, 36.70A.638, 43.21C.495, and 43.21C.450, 64.32, 64.34, and 64.38, and 64.90, by providing land use, development, design, and other standards for middle housing developed on all lots zoned predominantly for residential use.

Commented [KS19]: See section 1 of model ordinance

B. Applicability. The provisions of this section apply to all lots zoned predominantly for residential use. This section does not apply to:

- 1 Lots designated with critical areas designated under RCW 36.70A.170 or their buffers as required by RCW 36.70A.170.
- 2 A watershed serving a reservoir for potable water if that watershed is or was listed, as of July 23, 2023, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).
- 3 Lots that have been designated urban separators by countywide planning policies as of July 23, 2023.

C. General provisions.

- 1 Nothing in this section prohibits the city from permitting detached single-family residences.
- 2 Nothing in this section prohibits the city from requiring any development, including middle housing development, to provide affordable housing, either on-side or through an in-lieu payment, nor limit the city's ability to expand or modify the requirements of an existing affordable housing program enacted under RCW 36.70A.540.
- 3 Nothing in this section requires the issuance of a building permit if other federal, state, and local requirements for a building permit are not met.
- 4 Nothing in this section affects or modifies the responsibilities of the city to plan for or provide "urban governmental services" as defined in RCW 36.70A.030.
- 5 The city shall not approve a building permit for middle housing without compliance with the adequate water supply requirements of RCW 19.27.097.
- 6 The city may not require through development regulations any standards on middle housing that are more restrictive than those the city requires for detached single-family residences, but the city may apply any objective development regulations that are required for detached single-family residences, including, but not limited to, set-back, lot coverage, stormwater, clearing, and tree canopy and retention requirements to ensure compliance with existing ordinances intended to protect critical areas and public health and safety.

Commented [KS20]: See section 4 of model ordinance. These 3 notes are also in the new condition (7) in the land use table.

Commented [KS21]: See section 2 of model ordinance

7 The same development permit and environmental review processes shall apply to middle housing that apply to detached single-family residences, unless otherwise required by state law including, but not limited to, shoreline regulations under chapter 90.58 RCW, building codes under chapter 19.27 RCW, energy codes under chapter 19.27A RCW, or electrical codes under chapter 19.28 RCW.

8 Conflicts. In the event of a conflict between this ordinance and other development regulations applicable to middle housing, the standards of this Section control.

D. Dimensional standards. The city shall not require through development regulations any standards for middle housing that are more restrictive than those required for detached single-family residences, but may apply any objective development regulations that are required for detached single-family residences. This includes, but is not limited to, the following types of dimensional standards: building height, setbacks, lot coverage, floor area ratio, lot area and lot dimension, impervious surface, open space, and landscaped area standards. Dimensional standards invalidated by this Section are superseded and replaced by the dimensional standards in this Section.

Commented [KS22]: See section 7 of the model ordinance. I haven't hunted for inconsistencies between this subsection's standards and what's in the EMC. For the first draft of this ordinance due 6/15, that's probably OK

1 Density. Unit density shall comply with EMC 18.80.040 and 18.80.050. Other restrictions, such as minimum lot area per unit, or maximum number of housing units per acre, are invalid in relationship to the minimum number of units per lot that the city must allow under RCW 36.70A.635 and EMC 18.90.040(F).

2 Units per structure. Minimum and maximum numbers of dwelling units per structure for middle housing are invalid, except as provided by the definitions of middle housing types in Chapter 18.20 EMC.

3 Maximum building height. The maximum building height limit for middle housing is 35 feet.

a. Building height shall be measured in accordance with the city's development regulations.

b. Rooftop appurtenances shall be regulated and measured in accordance with the city's development regulations.

4. Minimum setbacks.

a. The minimum required setbacks are as follows:

- i. Street or front: 15 feet, except 10 feet for lots with a unit density of three or more
- ~~i.~~ii. Street or front, garage door (where accessed from a street): 20 feet.
- iii. Side street: Five feet.
- iv. Side interior: Five feet, and zero feet for attached units internal to the development.
- v. Rear, without an alley: 20 feet.
- vi. Rear alley: Zero feet, and three feet for a garage door where it is accessed from the alley.
- b. Setback projections.
 - i. Covered porches and entries may project up to five feet into required front and rear setbacks.
 - ii. Balconies and bay windows may project up to three feet into required front and rear setbacks.
 - iii. Required parking spaces may occupy required setbacks.
 - iv. Other setback projections shall be regulated and measured in accordance with the city's development regulations.

5. Maximum lot coverage.

- a. The maximum lot coverage for middle housing is 40 percent. A maximum lot coverage limit for middle housing of less than 40 percent is invalid.
- b. Unless the city has a different pre-existing approach to measuring lot coverage, lot coverage is measured as follows: the total area of a lot covered by buildings or structures divided by the total amount of site area minus any required or planned dedication of public rights-of-way and/or designation of private rights-of-way. Lot coverage does not include building overhangs such as roof eaves, bay windows, or balconies and it does not include paved surfaces.

E. Infrastructure standards.

Commented [KS23]: See section 10 of model ordinance

1 Transportation. Regulations for driveways, frontage improvements, alley improvements, and other transportation public works and engineering standards shall not be more restrictive for middle housing than for detached single-family residences, except as addressed by this subsection (E).

2 Lot access/road standards.

- a. Private driveway access shall be permitted for middle housing development with any number of units when a fire apparatus access road is within 150 feet of all structures on the lot and all portions of the exterior walls of the first story of the buildings, as measured by an approved route around the exterior of the buildings.
- b. When a fire apparatus road is not within 150 feet of all structures on the lot, subsection (B)(1) does not apply and one of the following conditions must be met:
 - i. The building is equipped throughout with an approved automatic sprinkler system meeting International Fire Code requirements.
 - ii. No more than two units are accessed via the same private driveway.
 - iii. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
- c. Private driveways shall not be required to be wider than 12 feet and shall not be required to have unobstructed vertical clearance more than 13 feet six inches except when it is determined to be in violation of the International Fire Code or other fire, life, and safety standards, such as sight distance requirements.
- d. Private driveway access, separate from access to an existing home, shall be permitted unless it is determined to be in violation of the Fire Code or other fire, life, safety standards, such as sight distance requirements.
- a-e. This subsection (E)(2) is not intended to limit the applicability of the adopted fire code, except as otherwise presented in this subsection (E).

Chapter 18.95
DESIGN STANDARDS

18.95.040 Building design.

B. Prominent Entrances.

2. Implementing Measures.

- c. The primary public entrances of all businesses and ~~multifamily residential~~ apartment buildings shall be enhanced by two or more of the following at or near the entry:

18.95.060 Design standards applicable to middle housing.

A. Applicability.

1. These standards apply to all middle housing types, except for the specific cottage housing and courtyard apartment standards which apply to only those types.
2. For the purposes of this section, a “street” refers to any public or private street and does not include alleys.
3. These design standards do not apply to the conversion of a structure to a middle housing type with up to four attached units, if the floor area of the structure does not increase more than 50 percent.

B. Purpose. The purpose of these standards is to:

1. Promote compatibility of middle housing with other residential uses, including single-family houses.
2. De-emphasize garages and driveways as major visual elements along the street.
3. Provide clear and accessible pedestrian routes between buildings and streets.

4. Implement the definitions of cottage housing and courtyard apartments provided by state law.

C. Design review. The process used for reviewing compliance with middle housing design standards shall be administrative design review.

Commented [KS24]: Required.

D. Cottage housing.

1. Cottage size. Cottages shall each have no more than 1,600 square feet of net floor area, excluding attached garages.

2. Open space. Open space shall be provided equal to a minimum 20 percent of the lot size. This may include common open space, private open space, setbacks, critical areas, and other open space.

Commented [KS25]: required

3. Common open space.

a. At least one outdoor common open space is required.

Commented [KS26]: required

b. Common open space shall be provided equal to a minimum of 300 square feet per cottage. Each common open space shall have a minimum dimension of 15 feet on any side.

c. Orientation. Common open space shall be bordered by cottages on at least two sides. At least half of cottage units in the development shall abut a common open space and have the primary entrance facing the common open space.

d. Parking areas and vehicular areas shall not qualify as common open space.

e. Critical areas and their buffers, including steep slopes, shall not qualify as common open space.

4. Entries. All cottages shall feature a roofed porch at least 60 square feet in size with a minimum dimension of five feet on any side facing the street and/or common open space.

5. Community building.

a. A cottage housing development shall contain no more than one community building.

b. A community building shall have no more than 2,400 square feet of net floor area, excluding attached garages.

c. A community building shall have no minimum off-street parking requirement.

E. Courtyard apartments.

1. Common open space.

a. At least one outdoor common open space is required.

b. Common open space shall be bordered by dwelling units on two or three sides.

Commented [KS27]: required

c. Common open space shall be a minimum dimension of 15 feet on any side.

d. Parking areas and vehicular areas do not qualify as a common open space.

2. Entries. Ground-related courtyard apartments shall feature a covered pedestrian entry, such as a covered porch or recessed entry, with minimum weather protection of three feet by three feet, facing the street or common open space.

F. Pedestrian access. A paved pedestrian connection at least three feet wide is required between each middle housing building and the sidewalk (or the street if there is no sidewalk). Driveways may be used to meet this requirement.

G. Vehicle access, carports, garages, and driveways.

1. For lots abutting an improved alley that meets the city's standard for width, vehicular access shall be taken from the alley. Lots without access to an improved alley and taking vehicular access from a street shall meet the other standards of subsection (G)(2) through (5) below.

2. Garages, driveways, and off-street parking areas shall not be located between a building and a street, except when either of the following conditions are met:

a. The combined width of all garages, driveways, and off-street parking areas does not exceed a total of 60 percent of the length of the street frontage property line. This standard applies to buildings and not individual units; or

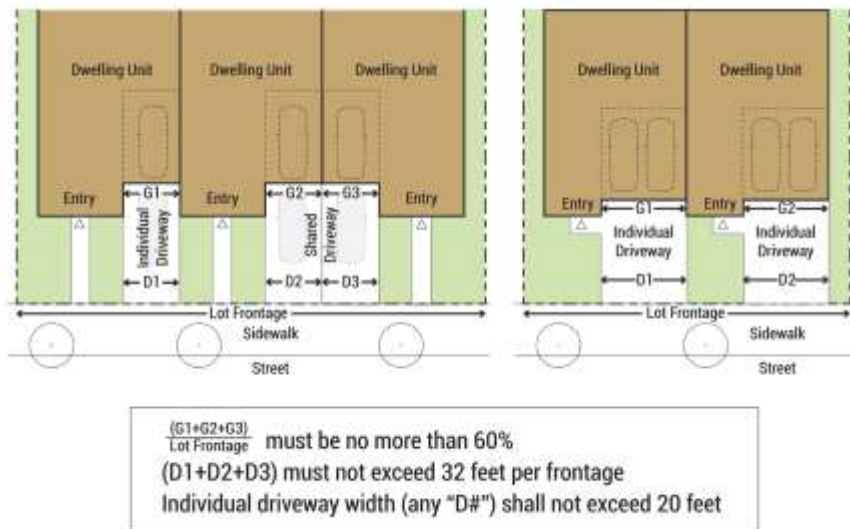
b. The garage, driveway, or off-street parking area is separated from the street property line by a dwelling; or

c. The garage, driveway, or off-street parking is located more than 100 feet from a street.

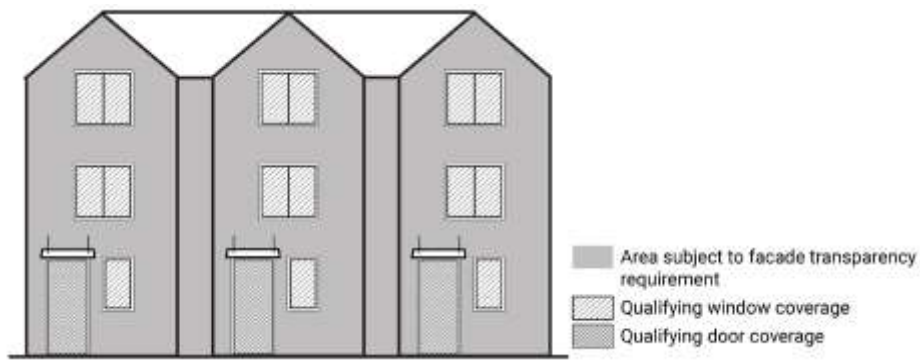
3. All detached garages and carports shall not protrude beyond the front building façade.

4. The total width of all driveway approaches shall not exceed 32 feet per frontage, as measured at the property line. Individual driveway approaches shall not exceed 20 feet in width.

5. City requirements for driveway separation and access from collector streets and arterial streets shall apply.



- H. Landscaping. Development regulations for landscaping and tree standards for middle housing shall be equally or less restrictive than those required for detached single-family residences.
- I. Entries. Each building shall incorporate a primary building entry or one or more private unit entries, such as a covered porch or recessed entry. Each entry shall feature minimum weather protection of three feet by three feet.
- J. Windows and doors. A minimum of 15 percent of the area of the street-facing façade elevation shall include windows or doors. Facades separated from the street by a dwelling or located more than 100 feet from a street are exempt from this standard.





CITY OF EDGEWOOD STAFF REPORT PLANNING COMMISSION AGENDA ITEM

Date: May 13, 2024

Title: 2024 Work Plan

Attachments: None

Submitted By: Jeremy Metzler, PE – Public Works Director / Acting Community Development Director

Discussion:

The 2024 Work Plan was reviewed by City Council on February 20, 2024. There were no adjustments.

2024 Work Plan Items

1. Comprehensive Plan Periodic Update
2. Edgewood Municipal Code (EMC) Updates
3. Middle Housing
4. Public Facilities and Infrastructure
5. Development Review Procedures

2024 Planning Commission Objectives

1. Identify community outreach, education, and engagement opportunities
2. Identify training opportunities for Planning Commissioners
3. Promote diversity, equity, and inclusion in recommendations to City Council
4. Collaborate with the Economic Development Advisory Board (EDAB)
5. Collaborate with Parks and Recreation Advisory Board (PRAB)

This is a standing item for the remainder of 2024 to allow the Planning Commission to discuss items and plan future agendas as necessary.