



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, February 17, 2026 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. 2026 Boards/Commission Work Plans

- a. Planning Commission
- b. Economic Development Advisory Board
- c. Parks & Recreation Advisory Board

B. Equity, Diversity, and Inclusion Council Sub-Committee Update

C. 2026 Annual Comprehensive Plan Amendment Docket

D. Climate Element Grant Agreement

E. Climate Element Consultant Agreement

F. Fee Schedule Update

3. OTHER COUNCIL ITEMS

4. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: 2026 Boards/Commission Work Plans a. Planning Commission b. Economic Development Advisory Board c. Parks & Recreation Advisory Board	Agenda Item #: 2.A
	For Agenda of: 2/17/2026
	Prepared by: Jeremy Metzler, Chuck Hendricksen

Attachments (list): 1. PC 2026 Work Plan 2. EDAB_DRAFT 2026 Work Plan (20260202) 3. PRAB 2026 Work Program
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Approval of Materials: Jeremy Metzler, Chuck Hendricksen Rachel Pitzel, Assistant City Administrator 02/11/2026 Dave Olson, Mayor 02/11/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02/17/2026 SS

Summary Statement:

See attached the draft work plans prepared by each board / commission, for council discussion and consideration.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding the proposed 2025 Work Plans.

Fiscal Note/Consideration:

N/A

The following is a list of items currently slated for Planning Commission review in 2026, as time allows:

- Annual Comprehensive Plan Amendment(s) – *West Valley and Sumner Heights Land Use Overlays*
- Special Events Code
- Fencing, Retaining Wall, and Electric Security Alarm System Regulation Updates
- Public Works Design and Construction Standards
- Sanitary Sewer Code Amendments (General Sewer Plan Implementation)
- Planning for the Comprehensive Plan Climate Element (HB 1181)
- Home Business & Licensing Code Amendments (Titles 5 & 18)
- Concurrency Code Review and Updates
- Design Standards Code Review and Updates
- Landscaping Standards Review and Updates
- Zoning Standards Review and Updates
- EMC 18.60 Process Review and Updates
- Implementation of Lot Splitting Legislation (HB 1096)
- Implementation of Child Care Facility Siting Legislation (SB 5509)

Also, the following objectives were noted in 2025 and continue to be under consideration this year:

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



CITY OF EDGEWOOD ECONOMIC DEVELOPMENT ADVISORY BOARD

Members of the Economic Development Advisory Board (“EDAB”) serve as volunteers in an advisory capacity to the City Council. They are responsible for studying the economic development needs of the residents, business owners, and potential developers/investors, and for making recommendations to the City Council concerning those needs. The EDAB strives to align with Edgewood’s vision statements for the City as a whole and Town Center specifically, as established in the 2024 Comprehensive Plan. This includes ensuring equitable economic development opportunities for all people with a goal of celebrating diversity, equity, and inclusion in Edgewood.

2026 WORK PLAN FOR REVIEW WITH CITY COUNCIL FEBRUARY 17, 2026

1) Prior City Council Priorities *(From March 2025)*

a. Business Retention / “Support Local” Initiatives

- i. Edgewood Marketplace (ex. food truck court, farmers market, etc.) – EDAB to work with City staff to help make this a reality because it is what the local community wants and it maintains the Edgewood character. *EDAB is currently coordinating with staff on the Windmill Relocation effort and City Hall Campus updates in 2026.*
- ii. Support existing businesses –EDAB members to establish (or leverage already established) relationships with existing businesses to better understand what it is like doing business in Edgewood, encourage business owners to attend EDAB meetings and speak to their business activities, issues, or needs, then discuss findings and possible next steps with the Board and City staff.
- iii. Regional economic development community and events – EDAB members to attend Pierce County and/or Fife-Milton-Edgewood Chamber of Commerce events to facilitate connections for Edgewood businesses, gathering information and resources that may be helpful to share on the City's website, etc.
- iv. Placemaking & Wayfinding – Work with City staff on developing policy and process for designation and implementation of community-based signage and informational handouts, to support the priorities listed above, to possibly include mapping or website resources for residents and visitors. *Based on recent conversation, the EDAB does not recommend initiating this before there is something more established to direct patrons to, such as the Edgewood Marketplace.*

2) Town Center and Greater Meridian Corridor - Commercial Development

The EDAB will continue supporting staff’s focus on the commercial development of Town Center and the greater Meridian Corridor. Our fundamental goal is to help the City recruit, attract, and establish substantial commercial development along the Meridian Corridor to kick-start the 20-year vision for Edgewood and Town Center, as defined in the 2024 Comprehensive Plan. The EDAB plans to do this through the following activities:

a. Recruitment Ambassadors

- i. Invite potential commercial developers or interested parties as guest speakers or observers to one EDAB meeting or City Council Study Session per quarter. EDAB members to coordinate on upcoming guests as part of monthly meeting agendas. *EDAB hosted two guest speakers in Q4 2025 and looks forward to future opportunities as they arise.*
- ii. Provide advice and recommendations on advertising and recruiting efforts for substantial commercial development, as budget and appropriations may allow. *Discussions so far include city website content updates and hosting a commercial developer forum / meet-and-greet.*

b. Internal Coordination Efforts

- i. Facilitate communication and information-sharing between the EDAB, PRAB, Planning Commission, and City Council through:
 1. Current Permits/Proposals – Updates from city staff on development and permitting activity to be presented at least quarterly with the EDAB's update to the City Council
 2. Public Space Utilization – Collaborate with the PRAB and Public Works staff regarding cost-effective improvements and marketing materials for existing city parks that would generate economic development and investment, such as the Food Truck Pilot Program.
 3. Design Standards – Collaborate with the Planning Commission on pending review and updates to the city's development standards, looking for cost-effective alternative while maintaining an attractive aesthetic that achieves the Comprehensive Plan's vision.

c. Economic Policy Suggestions

- i. EDAB to research 3 to 5 other cities in Washington State with similarities to Edgewood and provide detailed economic policy suggestions to the City Council related to capital planning, tax incentives, impact fees, or other related techniques used to attract new investors and developers to the city. ***EDAB to coordinate which cities to research and deadlines with the City Council before starting this effort.***

3) Other Economic Development Activities

The EDAB has also identified the following items that should also be maintained or prioritized. The goal for this section is to have items elevated to the primary focus as commercial development is established in Town Center and the greater Meridian Corridor.

a. City Marketing & Communications Initiatives

- i. City website – Work with city staff to update and maintain Economic Development content and materials for the greater business community, including but not limited to easily digested information targeted for home-based businesses
- ii. Social media platforms – Consider providing periodic local business “spotlights”

b. Implementation Planning – develop a more detailed multi-year action plan template (possibly in a matrix format) that establishes measurable action items to accomplish the priorities above, including status-tracking and timelines where applicable.

c. Other Potential Activities

- i. Home-based business permitting and process improvements
- ii. Help explore alternative funding sources for various economic development projects and initiatives (i.e. grants, private funding, etc.)

EDGEWOOD
Washington
Parks and Recreation Advisory Board
2026 Work Plan

At the direction of the City Council, the Parks and Recreation Advisory Board has a number of goals and tasks to be addressed during the year 2026. This Work Plan is intended to highlight major activities and projects for the year that include the support and involvement of the PRAB, in accordance with the powers and duties listed in Edgewood Municipal Code Chapter 2.31, the Parks and Recreation Advisory Board.

1. Provide input on Interurban Trail Phase III design
2. Provide input on the construction plans for the Multi-Modal Trail Loop as funding permits
3. Review levels of service and recommend an update to the City's Park Impact Fees
4. Coordinate park cleanup and volunteer activities with other stakeholders, such as the City's Surface Water Program Coordinator and Pierce Conservation District
5. Pending prioritization by the City Council, identify long term goals for the residence at Nelson Farm Park:
 - a. *Define the long-term goals – Consider a Master Plan for the park first?*
 - i. *What are we trying to accomplish? Driven by want or need?*
 - ii. *Where will funding come from?*
 - b. *Determine if restoration and/or improvement of the farmhouse is supported by goals / plan*
6. Coordinate landscaping and site design around the Nyholm Windmill at it's new location on City Hall Campus .



City Of Edgewood Council Agenda Summary Sheet

Subject: Equity, Diversity, and Inclusion Council Sub-Committee Update	Agenda Item #: 2.B
	For Agenda of: 2/17/2026
	Prepared by:
Attachments (list):	
Approval of Materials: Rachel Pitzel, Assistant City Administrator 02/11/2026 Dave Olson, Mayor 02/11/2026	Expenditure Required: Amount Budgeted: Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

Item History:

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

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: 2026 Annual Comprehensive Plan Amendment Docket	Agenda Item #: 2.C
	For Agenda of: 2/17/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. SIGNED PC Recommendation - 2026 Annual Comprehensive Plan Amendment Docket 2. FLU Map (11x17)	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 02/12/2026 Dave Olson, Mayor 02/12/2026	Expenditure Required: \$17,430 (paid by applicants)
	Amount Budgeted: \$17,430 (Planning - Professional Services)
	Timeline: 02/17/2026 SS 02/24/2026 RCM

Summary Statement: Annual Comprehensive Plan Amendments are regulated under Edgewood Municipal Code (EMC) Chapter 18.60. There are two items proposed for consideration this year:

1. 25-001-Comp Plan: West Valley Highway East Comprehensive Plan Map Amendment and Rezone
2. 25-002-Comp Plan: Schober Comprehensive Plan Map Amendment and Rezone

The Planning Commission heard a presentation by staff and held an open Public Hearing on the proposed Preliminary Docket at their February 9, 2026 meeting (*see Item History for link to materials and recording*), where public input was provided in support of the items. Following discussion, the Planning Commission recommended inclusion of Case Nos. 25-001-Comp Plan and 25-002-Comp Plan in the Final Docket for Council's consideration (attached).

This item is being presented to Council tonight pursuant to EMC 18.60.170. The City Council establishes the Final Docket through a resolution at a regularly scheduled Council Meeting, tentatively scheduled for next week. Placement on the Final Docket does not guarantee approval; it means that the proposal will undergo further analysis by City staff and the Planning Commission in the coming months, for consideration by the Council before the end of the year.

Item History:

Planning Commission Meeting - February 9, 2026:

<https://edgewoodwa.portal.civicclerk.com/event/1178/files/attachment/8751>

Recommended Action:

Hold a discussion and provide staff guidance regarding 2026 Annual Comprehensive Plan Amendment Docket

Fiscal Note/Consideration:

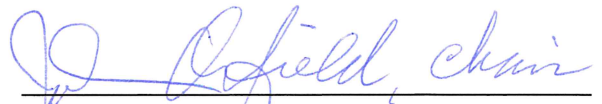
The adopted 2026 Budget includes funds for Professional Services under the Planning department, with total appropriated funds being greater than the amount anticipated for this effort.



CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

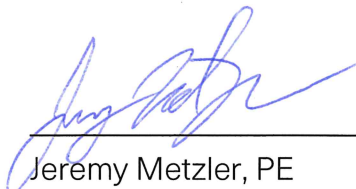
The Planning Commission voted 5 – 0 to recommend that the City Council include 25-001-Comp Plan: West Valley Highway East Comprehensive Plan Map Amendment and Rezone and the 25-002-Comp Plan: Schober Comprehensive Plan Map Amendment and Rezone in the 2026 Annual Comprehensive Plan Amendment Final Docket, as presented herewith.

RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 9TH DAY OF FEBRUARY 2026.

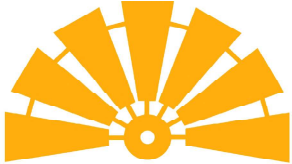


JoAnn Overfield
Planning Commission Chair

Attest by:



Jeremy Metzler, PE
Community Development Director

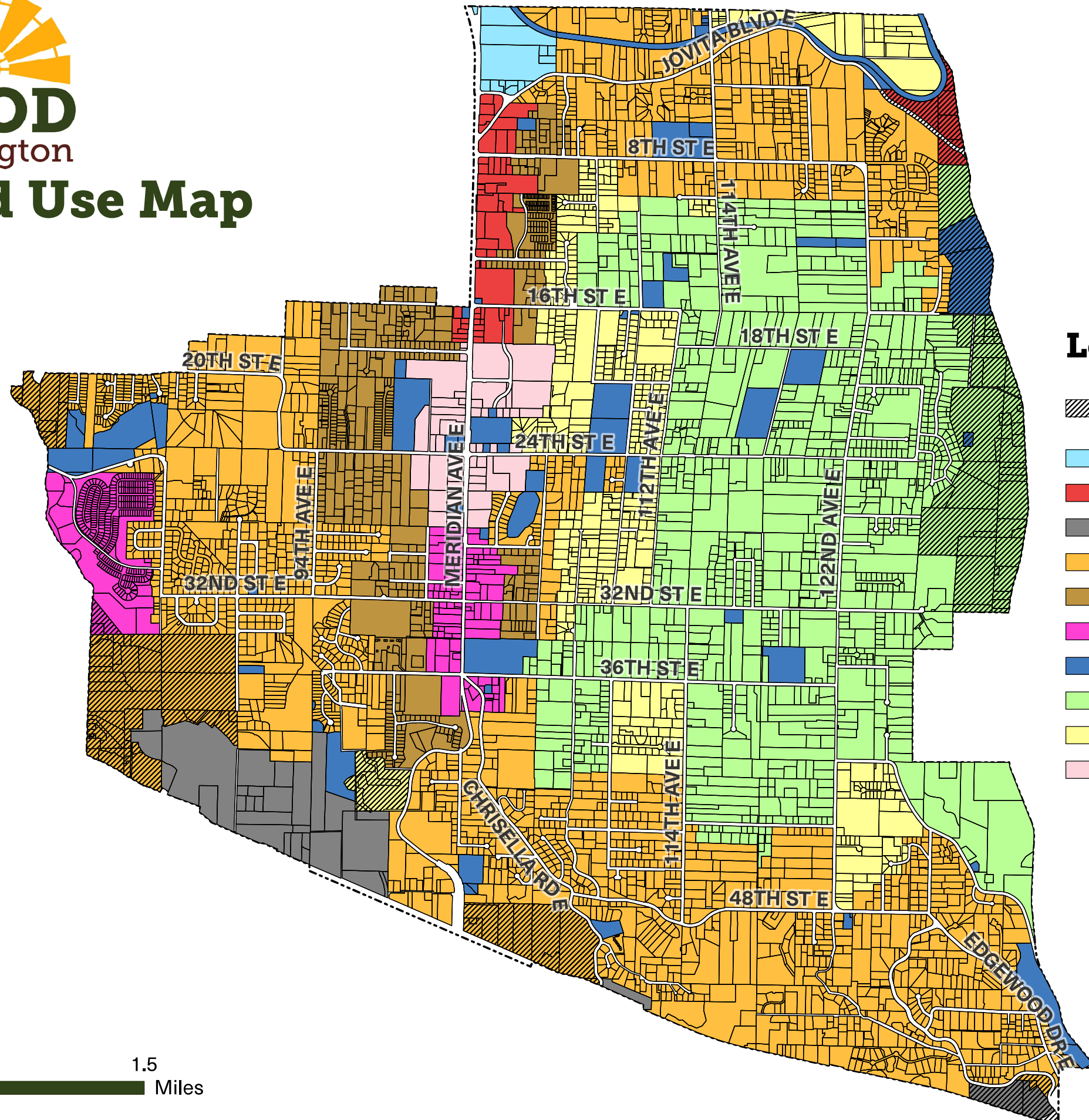


EDGEWOOD

Washington

Future Land Use Map

EFFECTIVE DECEMBER 31, 2025



Legend

-  Special Land Use Overlay
-  Districts
-  Business Park
-  Commercial
-  Industrial
-  Mixed Residential Low
-  Mixed Residential Moderate
-  Mixed Use Residential
-  Public
-  Residential 1
-  Residential 2
-  Town Center



Data Sources: City of Edgewood, Pierce County

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Climate Element Grant Agreement	Agenda Item #: 2.D
	For Agenda of: 2/17/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. 2023 ESSHB 1181-S2.SL - Climate Change - Planning 2. DRAFT Resolution 26-0xxx 3. Edgewood_Climate_Contract_26-63330-157_Edgewood Comments	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator Dave Olson, Mayor	Expenditure Required: \$395,000.00 (Reimbursed by Commerce) Amount Budgeted: N/A Timeline: 02/17/2026 SS 02/24/2026 RCM

Summary Statement:

In 2023, the Washington State Legislature passed Engrossed Second Substitute House Bill 1181 (see attached), which requires the City of Edgewood to revise its comprehensive plan and development regulations by June 30, 2029, to implement policies and regulations related to climate change and resiliency. The Washington State Department of Commerce then notified the City that it was eligible for up to \$500,000 in non-competitive funding to complete this work. Staff previously obtained \$105,000 of said funding for the first phase of work which was completed last summer.

After suggesting Edgewood wait for the 2027 grant cycle to complete the work, Commerce recently re-opened the grant to all interested parties on a first-come, first-serve basis. Staff took the opportunity to apply for the remaining funds and complete the required planning work. The purpose of this resolution (see attached) is to accept the remaining \$395,000 in grant funding, and work is scheduled to begin immediately.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Climate Element Grant Agreement

Fiscal Note/Consideration:

While not currently in the 2026 budget, staff will prepare the necessary budget amendment upon Council's authorization.

CERTIFICATION OF ENROLLMENT
ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1181

Chapter 228, Laws of 2023

68th Legislature
2023 Regular Session

CLIMATE CHANGE—PLANNING

EFFECTIVE DATE: July 23, 2023

Passed by the House April 13, 2023
Yeas 55 Nays 41

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 7, 2023
Yeas 29 Nays 20

DENNY HECK

President of the Senate

Approved May 3, 2023 10:18 AM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1181** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 4, 2023

**Secretary of State
State of Washington**

ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1181

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By House Appropriations (originally sponsored by Representatives Duerr, Fitzgibbon, Berry, Peterson, Ryu, Alvarado, Taylor, Reed, Walen, Bateman, Ramel, Goodman, Doglio, Macri, Callan, Simmons, Lekanoff, Gregerson, Bergquist, Stonier, Pollet, Davis, Kloba, Riccelli, Mena, and Tharinger; by request of Office of the Governor)

READ FIRST TIME 02/14/23.

1 AN ACT Relating to improving the state's climate response through
2 updates to the state's planning framework; amending RCW 36.70A.020,
3 36.70A.480, 36.70A.280, 36.70A.320, 36.70A.190, 86.12.200,
4 36.70A.030, and 70A.125.180; reenacting and amending RCW 36.70A.070
5 and 36.70A.130; adding new sections to chapter 36.70A RCW; adding a
6 new section to chapter 70A.45 RCW; adding a new section to chapter
7 47.80 RCW; adding a new section to chapter 90.58 RCW; adding a new
8 section to chapter 43.21C RCW; adding a new section to chapter 43.20
9 RCW; creating a new section; and providing an expiration date.

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

11 **Sec. 1.** RCW 36.70A.020 and 2021 c 254 s 1 are each amended to
12 read as follows:

13 The following goals are adopted to guide the development and
14 adoption of comprehensive plans and development regulations of those
15 counties and cities that are required or choose to plan under RCW
16 36.70A.040 and, where specified, also guide the development of
17 regional policies, plans, and strategies adopted under RCW 36.70A.210
18 and chapter 47.80 RCW. The following goals are not listed in order of
19 priority and shall be used exclusively for the purpose of guiding the
20 development of comprehensive plans ~~((and))~~, development regulations,
21 and, where specified, regional plans, policies, and strategies:

1 (1) Urban growth. Encourage development in urban areas where
2 adequate public facilities and services exist or can be provided in
3 an efficient manner.

4 (2) Reduce sprawl. Reduce the inappropriate conversion of
5 undeveloped land into sprawling, low-density development.

6 (3) Transportation. Encourage efficient multimodal transportation
7 systems that will reduce greenhouse gas emissions and per capita
8 vehicle miles traveled, and are based on regional priorities and
9 coordinated with county and city comprehensive plans.

10 (4) Housing. Plan for and accommodate housing affordable to all
11 economic segments of the population of this state, promote a variety
12 of residential densities and housing types, and encourage
13 preservation of existing housing stock.

14 (5) Economic development. Encourage economic development
15 throughout the state that is consistent with adopted comprehensive
16 plans, promote economic opportunity for all citizens of this state,
17 especially for unemployed and for disadvantaged persons, promote the
18 retention and expansion of existing businesses and recruitment of new
19 businesses, recognize regional differences impacting economic
20 development opportunities, and encourage growth in areas experiencing
21 insufficient economic growth, all within the capacities of the
22 state's natural resources, public services, and public facilities.

23 (6) Property rights. Private property shall not be taken for
24 public use without just compensation having been made. The property
25 rights of landowners shall be protected from arbitrary and
26 discriminatory actions.

27 (7) Permits. Applications for both state and local government
28 permits should be processed in a timely and fair manner to ensure
29 predictability.

30 (8) Natural resource industries. Maintain and enhance natural
31 resource-based industries, including productive timber, agricultural,
32 and fisheries industries. Encourage the conservation of productive
33 forestlands and productive agricultural lands, and discourage
34 incompatible uses.

35 (9) Open space and recreation. Retain open space and green space,
36 enhance recreational opportunities, (~~conserve~~) enhance fish and
37 wildlife habitat, increase access to natural resource lands and
38 water, and develop parks and recreation facilities.

1 (10) Environment. Protect and enhance the environment and enhance
2 the state's high quality of life, including air and water quality,
3 and the availability of water.

4 (11) Citizen participation and coordination. Encourage the
5 involvement of citizens in the planning process, including the
6 participation of vulnerable populations and overburdened communities,
7 and ensure coordination between communities and jurisdictions to
8 reconcile conflicts.

9 (12) Public facilities and services. Ensure that those public
10 facilities and services necessary to support development shall be
11 adequate to serve the development at the time the development is
12 available for occupancy and use without decreasing current service
13 levels below locally established minimum standards.

14 (13) Historic preservation. Identify and encourage the
15 preservation of lands, sites, and structures, that have historical or
16 archaeological significance.

17 (14) Climate change and resiliency. Ensure that comprehensive
18 plans, development regulations, and regional policies, plans, and
19 strategies under RCW 36.70A.210 and chapter 47.80 RCW adapt to and
20 mitigate the effects of a changing climate; support reductions in
21 greenhouse gas emissions and per capita vehicle miles traveled;
22 prepare for climate impact scenarios; foster resiliency to climate
23 impacts and natural hazards; protect and enhance environmental,
24 economic, and human health and safety; and advance environmental
25 justice.

26 (15) Shorelines of the state. For shorelines of the state, the
27 goals and policies of the shoreline management act as set forth in
28 RCW 90.58.020 shall be considered an element of the county's or
29 city's comprehensive plan.

30 **Sec. 2.** RCW 36.70A.480 and 2010 c 107 s 2 are each amended to
31 read as follows:

32 (1) For shorelines of the state, the goals and policies of the
33 shoreline management act as set forth in RCW 90.58.020 are added as
34 one of the goals of this chapter as set forth in RCW 36.70A.020
35 without creating an order of priority among the ((fourteen)) 15
36 goals. The goals and policies of a shoreline master program for a
37 county or city approved under chapter 90.58 RCW shall be considered
38 an element of the county or city's comprehensive plan. All other
39 portions of the shoreline master program for a county or city adopted

1 under chapter 90.58 RCW, including use regulations, shall be
2 considered a part of the county or city's development regulations.

3 (2) The shoreline master program shall be adopted pursuant to the
4 procedures of chapter 90.58 RCW rather than the goals, policies, and
5 procedures set forth in this chapter for the adoption of a
6 comprehensive plan or development regulations.

7 (3)(a) The policies, goals, and provisions of chapter 90.58 RCW
8 and applicable guidelines shall be the sole basis for determining
9 compliance of a shoreline master program with this chapter except as
10 the shoreline master program is required to comply with the internal
11 consistency provisions of RCW 36.70A.070, 36.70A.040(4), 35.63.125,
12 and 35A.63.105.

13 (b) Except as otherwise provided in (c) of this subsection,
14 development regulations adopted under this chapter to protect
15 critical areas within shorelines of the state apply within shorelines
16 of the state until the department of ecology approves one of the
17 following: A comprehensive master program update, as defined in RCW
18 90.58.030; a segment of a master program relating to critical areas,
19 as provided in RCW 90.58.090; or a new or amended master program
20 approved by the department of ecology on or after March 1, 2002, as
21 provided in RCW 90.58.080. The adoption or update of development
22 regulations to protect critical areas under this chapter prior to
23 department of ecology approval of a master program update as provided
24 in this subsection is not a comprehensive or segment update to the
25 master program.

26 (c)(i) Until the department of ecology approves a master program
27 or segment of a master program as provided in (b) of this subsection,
28 a use or structure legally located within shorelines of the state
29 that was established or vested on or before the effective date of the
30 local government's development regulations to protect critical areas
31 may continue as a conforming use and may be redeveloped or modified
32 if: (A) The redevelopment or modification is consistent with the
33 local government's master program; and (B) the local government
34 determines that the proposed redevelopment or modification will
35 result in no net loss of shoreline ecological functions. The local
36 government may waive this requirement if the redevelopment or
37 modification is consistent with the master program and the local
38 government's development regulations to protect critical areas.

39 (ii) For purposes of this subsection (3)(c), an agricultural
40 activity that does not expand the area being used for the

1 agricultural activity is not a redevelopment or modification.
2 "Agricultural activity," as used in this subsection (3)(c), has the
3 same meaning as defined in RCW 90.58.065.

4 (d) Upon department of ecology approval of a shoreline master
5 program or critical area segment of a shoreline master program,
6 critical areas within shorelines of the state are protected under
7 chapter 90.58 RCW and are not subject to the procedural and
8 substantive requirements of this chapter, except as provided in
9 subsection (6) of this section. Nothing in chapter 321, Laws of 2003
10 or chapter 107, Laws of 2010 is intended to affect whether or to what
11 extent agricultural activities, as defined in RCW 90.58.065, are
12 subject to chapter 36.70A RCW.

13 (e) The provisions of RCW 36.70A.172 shall not apply to the
14 adoption or subsequent amendment of a local government's shoreline
15 master program and shall not be used to determine compliance of a
16 local government's shoreline master program with chapter 90.58 RCW
17 and applicable guidelines. Nothing in this section, however, is
18 intended to limit or change the quality of information to be applied
19 in protecting critical areas within shorelines of the state, as
20 required by chapter 90.58 RCW and applicable guidelines.

21 (4) Shoreline master programs shall provide a level of protection
22 to critical areas located within shorelines of the state that assures
23 no net loss of shoreline ecological functions necessary to sustain
24 shoreline natural resources as defined by department of ecology
25 guidelines adopted pursuant to RCW 90.58.060.

26 (5) Shorelines of the state shall not be considered critical
27 areas under this chapter except to the extent that specific areas
28 located within shorelines of the state qualify for critical area
29 designation based on the definition of critical areas provided by RCW
30 36.70A.030(~~((+5))~~) (6) and have been designated as such by a local
31 government pursuant to RCW 36.70A.060(2).

32 (6) If a local jurisdiction's master program does not include
33 land necessary for buffers for critical areas that occur within
34 shorelines of the state, as authorized by RCW 90.58.030(2)(~~((+f))~~)
35 (d), then the local jurisdiction shall continue to regulate those
36 critical areas and their required buffers pursuant to RCW
37 36.70A.060(2).

38 **Sec. 3.** RCW 36.70A.070 and 2022 c 246 s 2 and 2022 c 220 s 1 are
39 each reenacted and amended to read as follows:

1 The comprehensive plan of a county or city that is required or
2 chooses to plan under RCW 36.70A.040 shall consist of a map or maps,
3 and descriptive text covering objectives, principles, and standards
4 used to develop the comprehensive plan. The plan shall be an
5 internally consistent document and all elements shall be consistent
6 with the future land use map. A comprehensive plan shall be adopted
7 and amended with public participation as provided in RCW 36.70A.140.
8 Each comprehensive plan shall include a plan, scheme, or design for
9 each of the following:

10 (1) A land use element designating the proposed general
11 distribution and general location and extent of the uses of land,
12 where appropriate, for agriculture, timber production, housing,
13 commerce, industry, recreation, open spaces and green spaces, urban
14 and community forests within the urban growth area, general aviation
15 airports, public utilities, public facilities, and other land uses.
16 The land use element shall include population densities, building
17 intensities, and estimates of future population growth. The land use
18 element shall provide for protection of the quality and quantity of
19 groundwater used for public water supplies. The land use element must
20 give special consideration to achieving environmental justice in its
21 goals and policies, including efforts to avoid creating or worsening
22 environmental health disparities. Wherever possible, the land use
23 element should consider utilizing urban planning approaches that
24 promote physical activity and reduce per capita vehicle miles
25 traveled within the jurisdiction, but without increasing greenhouse
26 gas emissions elsewhere in the state. Where applicable, the land use
27 element shall review drainage, flooding, and stormwater runoff in the
28 area and nearby jurisdictions and provide guidance for corrective
29 actions to mitigate or cleanse those discharges that pollute waters
30 of the state, including Puget Sound or waters entering Puget Sound.
31 The land use element must reduce and mitigate the risk to lives and
32 property posed by wildfires by using land use planning tools, which
33 may include, but are not limited to, adoption of portions or all of
34 the wildland urban interface code developed by the international code
35 council or developing building and maintenance standards consistent
36 with the firewise USA program or similar program designed to reduce
37 wildfire risk, reducing wildfire risks to residential development in
38 high risk areas and the wildland urban interface area, separating
39 human development from wildfire prone landscapes, and protecting

1 existing residential development and infrastructure through community
2 wildfire preparedness and fire adaptation measures.

3 (2) A housing element ensuring the vitality and character of
4 established residential neighborhoods that:

5 (a) Includes an inventory and analysis of existing and projected
6 housing needs that identifies the number of housing units necessary
7 to manage projected growth, as provided by the department of
8 commerce, including:

9 (i) Units for moderate, low, very low, and extremely low-income
10 households; and

11 (ii) Emergency housing, emergency shelters, and permanent
12 supportive housing;

13 (b) Includes a statement of goals, policies, objectives, and
14 mandatory provisions for the preservation, improvement, and
15 development of housing, including single-family residences, and
16 within an urban growth area boundary, moderate density housing
17 options including, but not limited to, duplexes, triplexes, and
18 townhomes;

19 (c) Identifies sufficient capacity of land for housing including,
20 but not limited to, government-assisted housing, housing for
21 moderate, low, very low, and extremely low-income households,
22 manufactured housing, multifamily housing, group homes, foster care
23 facilities, emergency housing, emergency shelters, permanent
24 supportive housing, and within an urban growth area boundary,
25 consideration of duplexes, triplexes, and townhomes;

26 (d) Makes adequate provisions for existing and projected needs of
27 all economic segments of the community, including:

28 (i) Incorporating consideration for low, very low, extremely low,
29 and moderate-income households;

30 (ii) Documenting programs and actions needed to achieve housing
31 availability including gaps in local funding, barriers such as
32 development regulations, and other limitations;

33 (iii) Consideration of housing locations in relation to
34 employment location; and

35 (iv) Consideration of the role of accessory dwelling units in
36 meeting housing needs;

37 (e) Identifies local policies and regulations that result in
38 racially disparate impacts, displacement, and exclusion in housing,
39 including:

40 (i) Zoning that may have a discriminatory effect;

1 (ii) Disinvestment; and

2 (iii) Infrastructure availability;

3 (f) Identifies and implements policies and regulations to address
4 and begin to undo racially disparate impacts, displacement, and
5 exclusion in housing caused by local policies, plans, and actions;

6 (g) Identifies areas that may be at higher risk of displacement
7 from market forces that occur with changes to zoning development
8 regulations and capital investments; and

9 (h) Establishes antidisplacement policies, with consideration
10 given to the preservation of historical and cultural communities as
11 well as investments in low, very low, extremely low, and moderate-
12 income housing; equitable development initiatives; inclusionary
13 zoning; community planning requirements; tenant protections; land
14 disposition policies; and consideration of land that may be used for
15 affordable housing.

16 In counties and cities subject to the review and evaluation
17 requirements of RCW 36.70A.215, any revision to the housing element
18 shall include consideration of prior review and evaluation reports
19 and any reasonable measures identified. The housing element should
20 link jurisdictional goals with overall county goals to ensure that
21 the housing element goals are met.

22 The adoption of ordinances, development regulations and
23 amendments to such regulations, and other nonproject actions taken by
24 a city that is required or chooses to plan under RCW 36.70A.040 that
25 increase housing capacity, increase housing affordability, and
26 mitigate displacement as required under this subsection (2) and that
27 apply outside of critical areas are not subject to administrative or
28 judicial appeal under chapter 43.21C RCW unless the adoption of such
29 ordinances, development regulations and amendments to such
30 regulations, or other nonproject actions has a probable significant
31 adverse impact on fish habitat.

32 (3) A capital facilities plan element consisting of: (a) An
33 inventory of existing capital facilities owned by public entities,
34 including green infrastructure, showing the locations and capacities
35 of the capital facilities; (b) a forecast of the future needs for
36 such capital facilities; (c) the proposed locations and capacities of
37 expanded or new capital facilities; (d) at least a six-year plan that
38 will finance such capital facilities within projected funding
39 capacities and clearly identifies sources of public money for such
40 purposes; and (e) a requirement to reassess the land use element if

1 probable funding falls short of meeting existing needs and to ensure
2 that the land use element, capital facilities plan element, and
3 financing plan within the capital facilities plan element are
4 coordinated and consistent. Park and recreation facilities shall be
5 included in the capital facilities plan element.

6 The county or city shall identify all public entities that own
7 capital facilities and endeavor in good faith to work with other
8 public entities, such as special purpose districts, to gather and
9 include within its capital facilities element the information
10 required by this subsection. If, after a good faith effort, the
11 county or city is unable to gather the information required by this
12 subsection from the other public entities, the failure to include
13 such information in its capital facilities element cannot be grounds
14 for a finding of noncompliance or invalidity under this act. A good
15 faith effort must, at a minimum, include consulting the public
16 entity's capital facility or system plans and emailing and calling
17 the staff of the public entity.

18 (4)(a) A utilities element consisting of the general location,
19 proposed location, and capacity of all existing and proposed
20 utilities(~~(r)~~) including, but not limited to, electrical (~~(lines)~~),
21 (~~(telecommunication—lines)~~) telecommunications, and natural gas
22 (~~(lines)~~) systems.

23 (b) The county or city shall identify all public entities that
24 own utility systems and endeavor in good faith to work with other
25 public entities, such as special purpose districts, to gather and
26 include within its utilities element the information required in (a)
27 of this subsection. However, if, after a good faith effort, the
28 county or city is unable to gather the information required in (a) of
29 this subsection from the other public entities, the failure to
30 include such information in the utilities element shall not be
31 grounds for a finding of noncompliance or invalidity under this act.
32 A good faith effort must, at a minimum, include consulting the public
33 entity's capital facility or system plans, and emailing and calling
34 the staff of the public entity.

35 (5) Rural element. Counties shall include a rural element
36 including lands that are not designated for urban growth,
37 agriculture, forest, or mineral resources. The following provisions
38 shall apply to the rural element:

39 (a) Growth management act goals and local circumstances. Because
40 circumstances vary from county to county, in establishing patterns of

1 rural densities and uses, a county may consider local circumstances,
2 but shall develop a written record explaining how the rural element
3 harmonizes the planning goals in RCW 36.70A.020 and meets the
4 requirements of this chapter.

5 (b) Rural development. The rural element shall permit rural
6 development, forestry, and agriculture in rural areas. The rural
7 element shall provide for a variety of rural densities, uses,
8 essential public facilities, and rural governmental services needed
9 to serve the permitted densities and uses. To achieve a variety of
10 rural densities and uses, counties may provide for clustering,
11 density transfer, design guidelines, conservation easements, and
12 other innovative techniques that will accommodate appropriate rural
13 economic advancement, densities, and uses that are not characterized
14 by urban growth and that are consistent with rural character.

15 (c) Measures governing rural development. The rural element shall
16 include measures that apply to rural development and protect the
17 rural character of the area, as established by the county, by:

- 18 (i) Containing or otherwise controlling rural development;
- 19 (ii) Assuring visual compatibility of rural development with the
20 surrounding rural area;
- 21 (iii) Reducing the inappropriate conversion of undeveloped land
22 into sprawling, low-density development in the rural area;
- 23 (iv) Protecting critical areas, as provided in RCW 36.70A.060,
24 and surface water and groundwater resources; and
- 25 (v) Protecting against conflicts with the use of agricultural,
26 forest, and mineral resource lands designated under RCW 36.70A.170.

27 (d) Limited areas of more intensive rural development. Subject to
28 the requirements of this subsection and except as otherwise
29 specifically provided in this subsection (5)(d), the rural element
30 may allow for limited areas of more intensive rural development,
31 including necessary public facilities and public services to serve
32 the limited area as follows:

33 (i) Rural development consisting of the infill, development, or
34 redevelopment of existing commercial, industrial, residential, or
35 mixed-use areas, whether characterized as shoreline development,
36 villages, hamlets, rural activity centers, or crossroads
37 developments.

38 (A) A commercial, industrial, residential, shoreline, or mixed-
39 use area are subject to the requirements of (d)(iv) of this

subsection, but are not subject to the requirements of (c)(ii) and (iii) of this subsection.

(B) Any development or redevelopment other than an industrial area or an industrial use within a mixed-use area or an industrial area under this subsection (5)(d)(i) must be principally designed to serve the existing and projected rural population.

(C) Any development or redevelopment in terms of building size, scale, use, or intensity may be permitted subject to confirmation from all existing providers of public facilities and public services of sufficient capacity of existing public facilities and public services to serve any new or additional demand from the new development or redevelopment. Development and redevelopment may include changes in use from vacant land or a previously existing use so long as the new use conforms to the requirements of this subsection (5) and is consistent with the local character. Any commercial development or redevelopment within a mixed-use area must be principally designed to serve the existing and projected rural population and must meet the following requirements:

(I) Any included retail or food service space must not exceed the footprint of previously occupied space or 5,000 square feet, whichever is greater, for the same or similar use; and

(II) Any included retail or food service space must not exceed 2,500 square feet for a new use;

(ii) The intensification of development on lots containing, or new development of, small-scale recreational or tourist uses, including commercial facilities to serve those recreational or tourist uses, that rely on a rural location and setting, but that do not include new residential development. A small-scale recreation or tourist use is not required to be principally designed to serve the existing and projected rural population. Public services and public facilities shall be limited to those necessary to serve the recreation or tourist use and shall be provided in a manner that does not permit low-density sprawl;

(iii) The intensification of development on lots containing isolated nonresidential uses or new development of isolated cottage industries and isolated small-scale businesses that are not principally designed to serve the existing and projected rural population and nonresidential uses, but do provide job opportunities for rural residents. Rural counties may allow the expansion of small-scale businesses as long as those small-scale businesses conform with

1 the rural character of the area as defined by the local government
2 according to RCW 36.70A.030(23). Rural counties may also allow new
3 small-scale businesses to utilize a site previously occupied by an
4 existing business as long as the new small-scale business conforms to
5 the rural character of the area as defined by the local government
6 according to RCW 36.70A.030(23). Public services and public
7 facilities shall be limited to those necessary to serve the isolated
8 nonresidential use and shall be provided in a manner that does not
9 permit low-density sprawl;

10 (iv) A county shall adopt measures to minimize and contain the
11 existing areas of more intensive rural development, as appropriate,
12 authorized under this subsection. Lands included in such existing
13 areas shall not extend beyond the logical outer boundary of the
14 existing area, thereby allowing a new pattern of low-density sprawl.
15 Existing areas are those that are clearly identifiable and contained
16 and where there is a logical boundary delineated predominately by the
17 built environment, but that may also include undeveloped lands if
18 limited as provided in this subsection. The county shall establish
19 the logical outer boundary of an area of more intensive rural
20 development. In establishing the logical outer boundary, the county
21 shall address (A) the need to preserve the character of existing
22 natural neighborhoods and communities, (B) physical boundaries, such
23 as bodies of water, streets and highways, and land forms and
24 contours, (C) the prevention of abnormally irregular boundaries, and
25 (D) the ability to provide public facilities and public services in a
26 manner that does not permit low-density sprawl;

27 (v) For purposes of this subsection (5)(d), an existing area or
28 existing use is one that was in existence:

29 (A) On July 1, 1990, in a county that was initially required to
30 plan under all of the provisions of this chapter;

31 (B) On the date the county adopted a resolution under RCW
32 36.70A.040(2), in a county that is planning under all of the
33 provisions of this chapter under RCW 36.70A.040(2); or

34 (C) On the date the office of financial management certifies the
35 county's population as provided in RCW 36.70A.040(5), in a county
36 that is planning under all of the provisions of this chapter pursuant
37 to RCW 36.70A.040(5).

38 (e) Exception. This subsection shall not be interpreted to permit
39 in the rural area a major industrial development or a master planned

1 resort unless otherwise specifically permitted under RCW 36.70A.360
2 and 36.70A.365.

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

5 (a) The transportation element shall include the following
6 subelements:

7 (i) Land use assumptions used in estimating travel;

8 (ii) Estimated ~~((traffic))~~ multimodal level of service impacts to
9 state-owned transportation facilities resulting from land use
10 assumptions to assist ~~((the department of transportation))~~ in
11 monitoring the performance of state facilities, to plan improvements
12 for the facilities, and to assess the impact of land-use decisions on
13 state-owned transportation facilities;

14 (iii) Facilities and services needs, including:

15 (A) An inventory of air, water, and ground transportation
16 facilities and services, including transit alignments, active
17 transportation facilities, and general aviation airport facilities,
18 to define existing capital facilities and travel levels ~~((as a basis~~
19 ~~for))~~ to inform future planning. This inventory must include state-
20 owned transportation facilities within the city or county's
21 jurisdictional boundaries;

22 (B) ~~((Level))~~ Multimodal level of service standards for all
23 locally owned arterials ~~((and))~~, locally and regionally operated
24 transit routes that serve urban growth areas, state-owned or operated
25 transit routes that serve urban areas if the department of
26 transportation has prepared such standards, and active transportation
27 facilities to serve as a gauge to judge performance of the system and
28 success in helping to achieve the goals of this chapter consistent
29 with environmental justice. These standards should be regionally
30 coordinated;

31 (C) For state-owned transportation facilities, multimodal level
32 of service standards for highways, as prescribed in chapters 47.06
33 and 47.80 RCW, to gauge the performance of the system. The purposes
34 of reflecting multimodal level of service standards for state
35 highways in the local comprehensive plan are to monitor the
36 performance of the system, to evaluate improvement strategies, and to
37 facilitate coordination between the county's or city's six-year
38 street, road, active transportation, or transit program and the
39 office of financial management's ten-year investment program. The
40 concurrency requirements of (b) of this subsection do not apply to

1 transportation facilities and services of statewide significance
2 except for counties consisting of islands whose only connection to
3 the mainland are state highways or ferry routes. In these island
4 counties, state highways and ferry route capacity must be a factor in
5 meeting the concurrency requirements in (b) of this subsection;

6 (D) Specific actions and requirements for bringing into
7 compliance (~~((locally owned))~~) transportation facilities or services
8 that are below an established multimodal level of service standard;

9 (E) Forecasts of (~~((traffic))~~) multimodal transportation demand and
10 needs within cities and urban growth areas, and forecasts of
11 multimodal transportation demand and needs outside of cities and
12 urban growth areas, for at least ten years based on the adopted land
13 use plan to (~~((provide information on the location, timing, and~~
14 capacity needs of future growth)) inform the development of a
15 transportation element that balances transportation system safety and
16 convenience to accommodate all users of the transportation system to
17 safely, reliably, and efficiently provide access and mobility to
18 people and goods. Priority must be given to inclusion of
19 transportation facilities and services providing the greatest
20 multimodal safety benefit to each category of roadway users for the
21 context and speed of the facility;

22 (F) Identification of state and local system needs to equitably
23 meet current and future demands. Identified needs on state-owned
24 transportation facilities must be consistent with the statewide
25 multimodal transportation plan required under chapter 47.06 RCW.
26 Local system needs should reflect the regional transportation system
27 and local goals, and strive to equitably implement the multimodal
28 network;

29 (G) A transition plan for transportation as required in Title II
30 of the Americans with disabilities act of 1990 (ADA). As a necessary
31 step to a program access plan to provide accessibility under the ADA,
32 state and local government, public entities, and public agencies are
33 required to perform self-evaluations of their current facilities,
34 relative to accessibility requirements of the ADA. The agencies are
35 then required to develop a program access plan, which can be called a
36 transition plan, to address any deficiencies. The plan is intended to
37 achieve the following:

38 (I) Identify physical obstacles that limit the accessibility of
39 facilities to individuals with disabilities;

1 (II) Describe the methods to be used to make the facilities
2 accessible;

3 (III) Provide a schedule for making the access modifications; and
4 (IV) Identify the public officials responsible for implementation
5 of the transition plan;

6 (iv) Finance, including:

7 (A) An analysis of funding capability to judge needs against
8 probable funding resources;

9 (B) A multiyear financing plan based on the needs identified in
10 the comprehensive plan, the appropriate parts of which shall serve as
11 the basis for the six-year street, road, or transit program required
12 by RCW 35.77.010 for cities, RCW 36.81.121 for counties, and RCW
13 35.58.2795 for public transportation systems. The multiyear financing
14 plan should be coordinated with the ten-year investment program
15 developed by the office of financial management as required by RCW
16 47.05.030;

17 (C) If probable funding falls short of meeting the identified
18 needs of the transportation system, including state transportation
19 facilities, a discussion of how additional funding will be raised, or
20 how land use assumptions will be reassessed to ensure that level of
21 service standards will be met;

22 (v) Intergovernmental coordination efforts, including an
23 assessment of the impacts of the transportation plan and land use
24 assumptions on the transportation systems of adjacent jurisdictions;

25 (vi) Demand-management strategies;

26 (vii) (~~((Pedestrian and bicycle))~~) Active transportation component
27 to include collaborative efforts to identify and designate planned
28 improvements for (~~((pedestrian and bicycle))~~) active transportation
29 facilities and corridors that address and encourage enhanced
30 community access and promote healthy lifestyles.

31 (b) After adoption of the comprehensive plan by jurisdictions
32 required to plan or who choose to plan under RCW 36.70A.040, local
33 jurisdictions must adopt and enforce ordinances which prohibit
34 development approval if the development causes the level of service
35 on a locally owned or locally or regionally operated transportation
36 facility to decline below the standards adopted in the transportation
37 element of the comprehensive plan, unless transportation improvements
38 or strategies to accommodate the impacts of development are made
39 concurrent with the development. These strategies may include
40 (~~((increased))~~) active transportation facility improvements, increased

1 or enhanced public transportation service, ride-sharing programs,
2 demand management, and other transportation systems management
3 strategies. For the purposes of this subsection (6), "concurrent with
4 the development" means that improvements or strategies are in place
5 at the time of development, or that a financial commitment is in
6 place to complete the improvements or strategies within six years. If
7 the collection of impact fees is delayed under RCW 82.02.050(3), the
8 six-year period required by this subsection (6)(b) must begin after
9 full payment of all impact fees is due to the county or city. A
10 development proposal may not be denied for causing the level of
11 service on a locally owned or locally or regionally operated
12 transportation facility to decline below the standards adopted in the
13 transportation element of the comprehensive plan where such impacts
14 could be adequately mitigated through active transportation facility
15 improvements, increased or enhanced public transportation service,
16 ride-sharing programs, demand management, or other transportation
17 systems management strategies funded by the development.

18 (c) The transportation element described in this subsection (6),
19 the six-year plans required by RCW 35.77.010 for cities, RCW
20 36.81.121 for counties, and RCW 35.58.2795 for public transportation
21 systems, and the ten-year investment program required by RCW
22 47.05.030 for the state, must be consistent.

23 (7) An economic development element establishing local goals,
24 policies, objectives, and provisions for economic growth and vitality
25 and a high quality of life. A city that has chosen to be a
26 residential community is exempt from the economic development element
27 requirement of this subsection.

28 (8) A park and recreation element that implements, and is
29 consistent with, the capital facilities plan element as it relates to
30 park and recreation facilities. The element shall include: (a)
31 Estimates of park and recreation demand for at least a ten-year
32 period; (b) an evaluation of facilities and service needs; (c) an
33 evaluation of tree canopy coverage within the urban growth area; and
34 ~~((e))~~ (d) an evaluation of intergovernmental coordination
35 opportunities to provide regional approaches for meeting park and
36 recreational demand.

37 (9)(a) A climate change and resiliency element that is designed
38 to result in reductions in overall greenhouse gas emissions and that
39 must enhance resiliency to and avoid the adverse impacts of climate
40 change, which must include efforts to reduce localized greenhouse gas

1 emissions and avoid creating or worsening localized climate impacts
2 to vulnerable populations and overburdened communities.

3 (b) The climate change and resiliency element shall include the
4 following subelements:

5 (i) A greenhouse gas emissions reduction subelement;

6 (ii) A resiliency subelement.

7 (c) The greenhouse gas emissions reduction subelement of the
8 climate change and resiliency element is mandatory for the
9 jurisdictions specified in section 4(1) of this act and is encouraged
10 for all other jurisdictions, including those planning under RCW
11 36.70A.040 and those planning under chapter 36.70 RCW. The resiliency
12 subelement of the climate change and resiliency element is mandatory
13 for all jurisdictions planning under RCW 36.70A.040 and is encouraged
14 for those jurisdictions planning under chapter 36.70 RCW.

15 (d)(i) The greenhouse gas emissions reduction subelement of the
16 comprehensive plan, and its related development regulations, must
17 identify the actions the jurisdiction will take during the planning
18 cycle consistent with the guidelines published by the department
19 pursuant to section 5 of this act that will:

20 (A) Result in reductions in overall greenhouse gas emissions
21 generated by transportation and land use within the jurisdiction but
22 without increasing greenhouse gas emissions elsewhere in the state;

23 (B) Result in reductions in per capita vehicle miles traveled
24 within the jurisdiction but without increasing greenhouse gas
25 emissions elsewhere in the state; and

26 (C) Prioritize reductions that benefit overburdened communities
27 in order to maximize the cobenefits of reduced air pollution and
28 environmental justice.

29 (ii) Actions not specifically identified in the guidelines
30 developed by the department pursuant to section 5 of this act may be
31 considered consistent with these guidelines only if:

32 (A) They are projected to achieve greenhouse gas emissions
33 reductions or per capita vehicle miles traveled reductions equivalent
34 to what would be required of the jurisdiction under the guidelines
35 adopted by the department; and

36 (B) They are supported by scientifically credible projections and
37 scenarios that indicate their adoption is likely to result in
38 reductions of greenhouse gas emissions or per capita vehicle miles
39 traveled.

1 (iii) A jurisdiction may not restrict population growth or limit
2 population allocation in order to achieve the requirements set forth
3 in this subsection (9)(d).

4 (e)(i) The resiliency subelement must equitably enhance
5 resiliency to, and avoid or substantially reduce the adverse impacts
6 of, climate change in human communities and ecological systems
7 through goals, policies, and programs consistent with the best
8 available science and scientifically credible climate projections and
9 impact scenarios that moderate or avoid harm, enhance the resiliency
10 of natural and human systems, and enhance beneficial opportunities.
11 The resiliency subelement must prioritize actions that benefit
12 overburdened communities that will disproportionately suffer from
13 compounding environmental impacts and will be most impacted by
14 natural hazards due to climate change. Specific goals, policies, and
15 programs of the resiliency subelement must include, but are not
16 limited to, those designed to:

17 (A) Identify, protect, and enhance natural areas to foster
18 resiliency to climate impacts, as well as areas of vital habitat for
19 safe passage and species migration;

20 (B) Identify, protect, and enhance community resiliency to
21 climate change impacts, including social, economic, and built
22 environment factors, that support adaptation to climate impacts
23 consistent with environmental justice; and

24 (C) Address natural hazards created or aggravated by climate
25 change, including sea level rise, landslides, flooding, drought,
26 heat, smoke, wildfire, and other effects of changes to temperature
27 and precipitation patterns.

28 (ii) A natural hazard mitigation plan or similar plan that is
29 guided by RCW 36.70A.020(14), that prioritizes actions that benefit
30 overburdened communities, and that complies with the applicable
31 requirements of this chapter, including the requirements set forth in
32 this subsection (9)(e), may be adopted by reference to satisfy these
33 requirements, except that to the extent any of the substantive
34 requirements of this subsection (9)(e) are not addressed, or are
35 inadequately addressed, in the referenced natural hazard mitigation
36 plan, a county or city must supplement the natural hazard mitigation
37 plan accordingly so that the adopted resiliency subelement complies
38 fully with the substantive requirements of this subsection (9)(e).

39 (A) If a county or city intends to adopt by reference a federal
40 emergency management agency natural hazard mitigation plan in order

1 to meet all or part of the substantive requirements set forth in this
2 subsection (9)(e), and the most recently adopted federal emergency
3 management agency natural hazard mitigation plan does not comply with
4 the requirements of this subsection (9)(e), the department may grant
5 the county or city an extension of time in which to submit a natural
6 hazard mitigation plan.

7 (B) Eligibility for an extension under this subsection prior to
8 July 1, 2027, is limited to a city or county required to review and,
9 if needed, revise its comprehensive plan on or before June 30, 2025,
10 as provided in RCW 36.70A.130, or for a city or county with an
11 existing, unexpired federal emergency management agency natural
12 hazard mitigation plan scheduled to expire before December 31, 2024.

13 (C) Extension requests after July 1, 2027, may be granted if
14 requirements for the resiliency subelement are amended or added by
15 the legislature or if the department finds other circumstances that
16 may result in a potential finding of noncompliance with a
17 jurisdiction's existing and approved federal emergency management
18 agency natural hazard mitigation plan.

19 (D) A city or county that wishes to request an extension of time
20 must submit a request in writing to the department no later than the
21 date on which the city or county is required to review and, if
22 needed, revise its comprehensive plan as provided in RCW 36.70A.130.

23 (E) Upon the submission of such a request to the department, the
24 city or county may have an additional 48 months from the date
25 provided in RCW 36.70A.130 in which to either adopt by reference an
26 updated federal emergency management agency natural hazard mitigation
27 plan or adopt its own natural hazard mitigation plan, and to then
28 submit that plan to the department.

29 (F) The adoption of ordinances, amendments to comprehensive
30 plans, amendments to development regulations, and other nonproject
31 actions taken by a county or city pursuant to (d) of this subsection
32 in order to implement measures specified by the department pursuant
33 to section 5 of this act are not subject to administrative or
34 judicial appeal under chapter 43.21C RCW.

35 (10) It is the intent that new or amended elements required after
36 January 1, 2002, be adopted concurrent with the scheduled update
37 provided in RCW 36.70A.130. Requirements to incorporate any such new
38 or amended elements shall be null and void until funds sufficient to
39 cover applicable local government costs are appropriated and

distributed by the state at least two years before local government must update comprehensive plans as required in RCW 36.70A.130.

NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70A RCW to read as follows:

(1) The requirements of the greenhouse gas emissions reduction subelement of the climate change and resiliency element set forth in RCW 36.70A.070 apply only to those counties that are required or that choose to plan under RCW 36.70A.040 and that also meet either of the criteria set forth in (a), (b), or (c) of this subsection on or after April 1, 2021, and the cities with populations greater than 6,000 as of April 1, 2021, within those counties:

(a) A county with a population density of at least 100 people per square mile and a population of at least 200,000;

(b) A county bordering on the Columbia and Snake rivers with a population density of at least 75 people per square mile and an annual growth rate of at least 1.65 percent; or

(c) A county located to the west of the crest of the Cascade mountains with a population of at least 130,000.

(2) The requirements of the amendments to the transportation element of RCW 36.70A.070 set forth in this act apply only to: (a) Counties and cities that meet the population criteria set forth in subsection (1) of this section; and (b) cities with populations of 6,000 or greater as of April 1, 2021, that are located in a county that is required or that chooses to plan under RCW 36.70A.040.

(3) The requirements of the amendments to the land use element of RCW 36.70A.070 set forth in this act apply only to: (a) Counties and cities that meet the population criteria set forth in subsection (1) or (2) of this section; and (b) counties that have a population of 20,000 or greater as of April 1, 2021, and that are required or that choose to plan under RCW 36.70A.040.

(4) Once a county meets either of the sets of criteria set forth in subsection (1) of this section, the requirement to conform with the greenhouse gas emissions reduction subelement of the climate change and resiliency element set forth in RCW 36.70A.070 remains in effect, even if the county no longer meets one of these sets of criteria.

(5) If the population of a county that previously had not been required to conform with the greenhouse gas emissions reduction subelement of the climate change and resiliency element set forth in

1 RCW 36.70A.070 changes sufficiently to meet either of the sets of
2 criteria set forth in subsection (1) of this section, the county, and
3 the cities with populations greater than 6,000 as of April 1, 2021,
4 within that county, shall adopt a greenhouse gas emissions reduction
5 subelement of the climate change and resiliency element set forth in
6 RCW 36.70A.070 at the next scheduled update of the comprehensive plan
7 as set forth in RCW 36.70A.130.

8 (6) The population criteria used in this section must be based on
9 population data as determined by the office of financial management.

10 NEW SECTION. **Sec. 5.** A new section is added to chapter 70A.45
11 RCW to read as follows:

12 (1) The department of commerce, in consultation with the
13 department of ecology, the department of health, and the department
14 of transportation, shall publish guidelines that specify a set of
15 measures counties and cities may implement via updates to their
16 comprehensive plans and development regulations that have a
17 demonstrated ability to increase housing capacity within urban growth
18 areas or reduce greenhouse gas emissions, allowing for consideration
19 of the emissions reductions achieved through the adoption of
20 statewide programs. The guidelines must prioritize measures that
21 benefit overburdened communities, including communities that have
22 experienced disproportionate harm due to air pollution and may draw
23 upon the most recent health disparities data from the department of
24 health to identify high pollution areas and disproportionately
25 burdened communities. These guidelines must be developed consistent
26 with an environmental justice assessment pursuant to RCW 70A.02.060
27 and the guidelines must include environmental justice assessment
28 processes. The guidelines must be based on:

29 (a) The most recent greenhouse gas emissions report prepared by
30 the department of ecology and the department of commerce pursuant to
31 RCW 70A.45.020(2);

32 (b) The most recent city and county population estimates prepared
33 by the office of financial management pursuant to RCW 43.62.035;

34 (c) The locations of major employment centers and transit
35 corridors, for the purpose of increasing housing supply in these
36 areas; and

37 (d) Available environmental justice data and data regarding
38 access to public transportation for people with disabilities and for
39 vulnerable populations.

1 (2)(a) The department of commerce, in consultation with the
2 department of transportation, shall publish guidelines that specify a
3 set of measures counties and cities may have available to them to
4 take through updates to their comprehensive plans and development
5 regulations that have a demonstrated ability to reduce per capita
6 vehicle miles traveled, including measures that are designed to be
7 achievable throughout the state, including in small cities and rural
8 cities.

9 (b) The guidelines must be based on:

10 (i) The most recent greenhouse gas emissions report prepared by
11 the department of ecology and the department of commerce pursuant to
12 RCW 70A.45.020(2);

13 (ii) The most recent city and county population estimates
14 prepared by the office of financial management pursuant to RCW
15 43.62.035; and

16 (iii) The most recent summary of per capita vehicle miles
17 traveled as compiled by the department of transportation.

18 (3) The department of commerce shall first publish the full set
19 of guidelines described in subsections (1) and (2) of this section no
20 later than December 31, 2025. The department of commerce shall update
21 these guidelines at least every five years thereafter based on the
22 most recently available data, and shall provide for a process for
23 local governments and other parties to submit alternative actions for
24 consideration for inclusion into the guidelines at least once per
25 year. The department of commerce shall publish an intermediate set of
26 guidelines no later than December 31, 2023, in order to be available
27 for use by jurisdictions whose periodic updates are required by RCW
28 36.70A.130(5) to occur prior to December 31, 2025. Jurisdictions
29 whose periodic updates are required by RCW 36.70A.130(5)(b) may
30 utilize the intermediate set of guidelines published by the
31 department of commerce to meet the requirements of RCW 36.70A.070(9).

32 (4)(a) In any updates to the guidelines published after 2025, the
33 department of commerce shall include an evaluation of the impact that
34 locally adopted climate change and resiliency elements have had on
35 local greenhouse gas emissions and per capita vehicle miles traveled
36 reduction goals. The evaluation must also address the impact that
37 locally adopted greenhouse gas emissions reduction subelements have
38 had on meeting local housing goals and targets.

39 (b) The updates must also include an estimate of the impacts that
40 locally adopted climate change and resiliency elements will have on

1 achieving local greenhouse gas emissions and per capita vehicle miles
2 traveled reduction goals. The evaluation must also include an
3 estimate of the impact that locally adopted greenhouse gas emissions
4 reduction subelements will have on meeting local housing goals and
5 targets.

6 (c) The department may include in the specified guidelines what
7 additional measures cities and counties should take to make
8 additional progress on local reduction goals, including any measures
9 that increase housing capacity within urban growth areas.

10 (5) The department of commerce may not propose or adopt any
11 guidelines that would include any form of a road usage charge or any
12 fees or surcharges related to vehicle miles traveled.

13 (6) The department of commerce may not propose or adopt any
14 guidelines that would direct or require local governments to regulate
15 or tax, in any form, transportation service providers, delivery
16 vehicles, or passenger vehicles.

17 (7) The department of commerce, in the course of implementing
18 this section, shall provide and prioritize options that support
19 increased housing supply and diversity of housing types that assist
20 counties and cities in meeting greenhouse gas emissions reduction,
21 housing supply, and other requirements established under this
22 chapter.

23 (8) The provisions of this section as applied to the department
24 of transportation are subject to the availability of amounts
25 appropriated for this specific purpose.

26 (9) For purposes of this section, "overburdened communities" and
27 "vulnerable populations" means the same as provided in RCW
28 36.70A.030.

29 NEW SECTION. **Sec. 6.** A new section is added to chapter 36.70A
30 RCW to read as follows:

31 (1) A county or city required to complete a greenhouse gas
32 emissions reduction subelement may submit the subelement to the
33 department for approval. When submitted to the department for
34 approval, the subelement becomes effective when approved by the
35 department as provided in this section. If a county or city does not
36 seek department approval of the subelement, the effective date of the
37 subelement is the date on which the comprehensive plan is adopted by
38 the county or city.

1 (2) Notice of intent to apply for approval. (a) Not less than 120
2 days prior to applying for approval of a subelement, the county or
3 city must notify the department in writing that it intends to apply
4 for approval. The department shall review proposed subelements prior
5 to final adoption and advise the county or city of the actions
6 necessary to receive approval.

7 (b) The department may consult with other relevant state agencies
8 in making its determination.

9 (c) The department shall publish notice in the Washington State
10 Register that a city or county has notified the department of its
11 intent to apply for approval and the department shall post a copy of
12 the notice on the department website.

13 (3) Procedures for an application for approval. (a) After taking
14 final action to adopt a greenhouse gas emissions reduction
15 subelement, a city or county may apply to the department for approval
16 of the subelement. A city or county must submit its application to
17 the department within 10 days of taking final action.

18 (b) An application for approval must include, at a minimum, the
19 following:

20 (i) A cover letter from the legislative authority requesting
21 approval;

22 (ii) A copy of the adopted ordinance or resolution taking the
23 legislative action or actions required to adopt the greenhouse gas
24 emissions reduction subelement;

25 (iii) A statement explaining how the adopted subelement complies
26 with the provisions of this chapter; and

27 (iv) A copy of the record developed by the city or county at any
28 public meetings or public hearings at which action was taken on the
29 greenhouse gas emissions reduction subelement.

30 (c) For purposes of this subsection, the terms "action" and
31 "meeting" have the same definition as in RCW 42.30.020.

32 (4) Approval procedures. (a) The department shall strive to
33 achieve final action to approve or deny an application within 180
34 days of the date of receipt of the application.

35 (b) The department must issue its decision in the form of a
36 written statement, including findings of fact and conclusions, and
37 noting the date of the issuance of its decision. The department's
38 issued decision must conspicuously and plainly state that it is the
39 department's final decision and that there will be no further

1 modifications to the proposed greenhouse gas emissions reduction
2 subelement.

3 (c) The department will promptly publish its decision on the
4 application for approval as follows:

- 5 (i) Notify the city or county in writing of its determination;
- 6 (ii) Publish a notice of action in the Washington State Register;
- 7 (iii) Post a notice of its decision on the agency website; and
- 8 (iv) Notify other relevant state agencies regarding the approval
9 decision.

10 (5) The department shall approve a proposed greenhouse gas
11 emissions reduction subelement unless it determines that the proposed
12 greenhouse gas emissions reduction subelement is not consistent with
13 the policy of RCW 36.70A.070 and, after they are adopted, the
14 applicable guidelines.

15 (6) The department's final decision to approve or reject a
16 proposed greenhouse gas emissions reduction subelement or amendment
17 by a local government planning under RCW 36.70A.040 may be appealed
18 according to the following provisions:

19 (a) The department's final decision to approve or reject a
20 proposed greenhouse gas emissions reduction subelement or amendment
21 by a local government planning under RCW 36.70A.040 may be appealed
22 to the growth management hearings board by filing a petition as
23 provided in RCW 36.70A.290.

24 (b) A decision of the growth management hearings board concerning
25 an appeal of the department's final decision to approve or reject a
26 proposed greenhouse gas emissions reduction subelement or amendment
27 must be based solely on whether or not the adopted or amended
28 greenhouse gas emissions reduction subelement, any adopted amendments
29 to other elements of the comprehensive plan necessary to carry out
30 the subelement, and any adopted or amended development regulations
31 necessary to implement the subelement, comply with the goal set forth
32 in RCW 36.70A.020(14) as it applies to greenhouse gas emissions
33 reductions, RCW 36.70A.070(9) excluding RCW 36.70A.070(9)(e), the
34 guidelines adopted under section 5 of this act applicable to the
35 greenhouse gas emissions reduction subelement, or chapter 43.21C RCW.

36 **Sec. 7.** RCW 36.70A.280 and 2011 c 360 s 17 are each amended to
37 read as follows:

38 (1) The growth management hearings board shall hear and determine
39 only those petitions alleging either:

1 (a) That, except as provided otherwise by this subsection, a
2 state agency, county, or city planning under this chapter is not in
3 compliance with the requirements of this chapter, chapter 90.58 RCW
4 as it relates to the adoption of shoreline master programs or
5 amendments thereto, or chapter 43.21C RCW as it relates to plans,
6 development regulations, or amendments, adopted under RCW 36.70A.040
7 or chapter 90.58 RCW. Nothing in this subsection authorizes the board
8 to hear petitions alleging noncompliance with RCW 36.70A.5801;

9 (b) That the ~~((twenty))~~ 20-year growth management planning
10 population projections adopted by the office of financial management
11 pursuant to RCW 43.62.035 should be adjusted;

12 (c) That the approval of a work plan adopted under RCW
13 36.70A.735(1)(a) is not in compliance with the requirements of the
14 program established under RCW 36.70A.710;

15 (d) That regulations adopted under RCW 36.70A.735(1)(b) are not
16 regionally applicable and cannot be adopted, wholly or partially, by
17 another jurisdiction; ~~((or))~~

18 (e) That a department certification under RCW 36.70A.735(1)(c) is
19 erroneous; or

20 (f) That the department's final decision to approve or reject a
21 proposed greenhouse gas emissions reduction subelement or amendments
22 by a local government planning under RCW 36.70A.040 was not in
23 compliance with the joint guidance issued by the department pursuant
24 to section 5 of this act.

25 (2) A petition may be filed only by: (a) The state, or a county
26 or city that plans under this chapter; (b) a person who has
27 participated orally or in writing before the county or city regarding
28 the matter on which a review is being requested; (c) a person who is
29 certified by the governor within ~~((sixty))~~ 60 days of filing the
30 request with the board; or (d) a person qualified pursuant to RCW
31 34.05.530.

32 (3) For purposes of this section "person" means any individual,
33 partnership, corporation, association, state agency, governmental
34 subdivision or unit thereof, or public or private organization or
35 entity of any character.

36 (4) To establish participation standing under subsection (2)(b)
37 of this section, a person must show that his or her participation
38 before the county or city was reasonably related to the person's
39 issue as presented to the board.

1 (5) When considering a possible adjustment to a growth management
2 planning population projection prepared by the office of financial
3 management, the board shall consider the implications of any such
4 adjustment to the population forecast for the entire state.

5 The rationale for any adjustment that is adopted by the board
6 must be documented and filed with the office of financial management
7 within ten working days after adoption.

8 If adjusted by the board, a county growth management planning
9 population projection shall only be used for the planning purposes
10 set forth in this chapter and shall be known as the "board adjusted
11 population projection." None of these changes shall affect the
12 official state and county population forecasts prepared by the office
13 of financial management, which shall continue to be used for state
14 budget and planning purposes.

15 **Sec. 8.** RCW 36.70A.320 and 1997 c 429 s 20 are each amended to
16 read as follows:

17 (1) Except as provided in subsections (5) and (6) of this
18 section, comprehensive plans and development regulations, and
19 amendments thereto, adopted under this chapter are presumed valid
20 upon adoption.

21 (2) Except as otherwise provided in subsection (4) of this
22 section, the burden is on the petitioner to demonstrate that any
23 action taken by a state agency, county, or city under this chapter is
24 not in compliance with the requirements of this chapter.

25 (3) In any petition under this chapter, the board, after full
26 consideration of the petition, shall determine whether there is
27 compliance with the requirements of this chapter. In making its
28 determination, the board shall consider the criteria adopted by the
29 department under RCW 36.70A.190(4). The board shall find compliance
30 unless it determines that the action by the state agency, county, or
31 city is clearly erroneous in view of the entire record before the
32 board and in light of the goals and requirements of this chapter.

33 (4) A county or city subject to a determination of invalidity
34 made under RCW 36.70A.300 or 36.70A.302 has the burden of
35 demonstrating that the ordinance or resolution it has enacted in
36 response to the determination of invalidity will no longer
37 substantially interfere with the fulfillment of the goals of this
38 chapter under the standard in RCW 36.70A.302(1).

1 (5) The shoreline element of a comprehensive plan and the
2 applicable development regulations adopted by a county or city shall
3 take effect as provided in chapter 90.58 RCW.

4 (6) The greenhouse gas emissions reduction subelement required by
5 RCW 36.70A.070 shall take effect as provided in section 6 of this
6 act.

7 **Sec. 9.** RCW 36.70A.190 and 2022 c 252 s 5 are each amended to
8 read as follows:

9 (1) The department shall establish a program of technical and
10 financial assistance and incentives to counties and cities to
11 encourage and facilitate the adoption and implementation of
12 comprehensive plans and development regulations throughout the state.

13 (2) The department shall develop a priority list and establish
14 funding levels for planning and technical assistance grants both for
15 counties and cities that plan under RCW 36.70A.040. Priority for
16 assistance shall be based on a county's or city's population growth
17 rates, commercial and industrial development rates, the existence and
18 quality of a comprehensive plan and development regulations, the
19 presence of overburdened communities, and other relevant factors. The
20 department shall establish funding levels for grants to community-
21 based organizations for the specific purpose of advancing
22 participation of vulnerable populations and overburdened communities
23 in the planning process.

24 (3) The department shall develop and administer a grant program
25 to provide direct financial assistance to counties and cities for the
26 preparation of comprehensive plans under this chapter. The department
27 may establish provisions for county and city matching funds to
28 conduct activities under this subsection. Grants may be expended for
29 any purpose directly related to the preparation of a county or city
30 comprehensive plan as the county or city and the department may
31 agree, including, without limitation, the conducting of surveys,
32 inventories and other data gathering and management activities, the
33 retention of planning consultants, contracts with regional councils
34 for planning and related services, and other related purposes.

35 (4) The department shall establish a program of technical
36 assistance:

37 (a) Utilizing department staff, the staff of other state
38 agencies, and the technical resources of counties and cities to help
39 in the development of comprehensive plans required under this

chapter. The technical assistance may include, but not be limited to, model land use ordinances, regional education and training programs, and information for local and regional inventories; and

(b) Adopting by rule procedural criteria to assist counties and cities in adopting comprehensive plans and development regulations that meet the goals and requirements of this chapter. These criteria shall reflect regional and local variations and the diversity that exists among different counties and cities that plan under this chapter.

(5) The department shall provide mediation services to resolve disputes between counties and cities regarding, among other things, coordination of regional issues and designation of urban growth areas.

(6) The department shall provide services to facilitate the timely resolution of disputes between a federally recognized Indian tribe and a city or county.

(a) A federally recognized Indian tribe may request the department to provide facilitation services to resolve issues of concern with a proposed comprehensive plan and its development regulations, or any amendment to the comprehensive plan and its development regulations.

(b) Upon receipt of a request from a tribe, the department shall notify the city or county of the request and offer to assist in providing facilitation services to encourage resolution before adoption of the proposed comprehensive plan. Upon receipt of the notice from the department, the city or county must delay any final action to adopt any comprehensive plan or any amendment or its development regulations for at least 60 days. The tribe and the city or county may jointly agree to extend this period by notifying the department. A county or city must not be penalized for noncompliance under this chapter due to any delays associated with this process.

(c) Upon receipt of a request, the department shall provide comments to the county or city including a summary and supporting materials regarding the tribe's concerns. The county or city may either agree to amend the comprehensive plan as requested consistent with the comments from the department, or enter into a facilitated process with the tribe, which must be arranged by the department using a suitable expert to be paid by the department. This facilitated process may also extend the 60-day delay of adoption, upon agreement of the tribe and the city or county.

1 (d) At the end of the 60-day period, unless by agreement there is
2 an extension of the 60-day period, the city or county may proceed
3 with adoption of the proposed comprehensive plan and development
4 regulations. The facilitator shall write a report of findings
5 describing the basis for agreements or disagreements that occurred
6 during the process that are allowed to be disclosed by the parties
7 and the resulting agreed-upon elements of the plan to be amended.

8 (7) The department shall provide planning grants to enhance
9 citizen participation under RCW 36.70A.140.

10 (8) The department shall develop, in collaboration with the
11 department of ecology, the department of fish and wildlife, the
12 department of natural resources, the department of health, the
13 emergency management division of the military department, as well as
14 any federally recognized tribe who chooses to voluntarily
15 participate, and adopt by rule guidance that creates a model climate
16 change and resiliency element that may be used by counties, cities,
17 and multiple-county planning regions for developing and implementing
18 climate change and resiliency plans and policies required by RCW
19 36.70A.070(9), subject to the following provisions:

20 (a) The model element must establish minimum requirements, and
21 may include model options or voluntary cross-jurisdictional
22 strategies, or both, for fulfilling the requirements of RCW
23 36.70A.070(9);

24 (b) The model element should provide guidance on identifying,
25 designing, and investing in infrastructure that supports community
26 resilience to climate impacts, including the protection, restoration,
27 and enhancement of natural infrastructure as well as traditional
28 infrastructure and protecting and enhancing natural areas to foster
29 resiliency to climate impacts, as well as areas of vital habitat for
30 safe passage and species migration;

31 (c) The model element should provide guidance on identifying and
32 addressing natural hazards created or aggravated by climate change,
33 including sea level rise, landslides, flooding, drought, heat, smoke,
34 wildfires, and other effects of reasonably anticipated changes to
35 temperature and precipitation patterns; and

36 (d) The rule must recognize and promote as many cobenefits of
37 climate resilience as possible such as climate change mitigation,
38 salmon recovery, forest health, ecosystem services, and socioeconomic
39 health and resilience.

1 NEW SECTION. **Sec. 10.** A new section is added to chapter 47.80
2 RCW to read as follows:

3 The department shall compile, maintain, and publish a summary of
4 the per capita vehicle miles traveled annually in each city in the
5 state, and in the unincorporated portions of each county in the
6 state.

7 NEW SECTION. **Sec. 11.** A new section is added to chapter 90.58
8 RCW to read as follows:

9 The department shall update its shoreline master program
10 guidelines to require shoreline master programs to address the impact
11 of sea level rise and increased storm severity on people, property,
12 and shoreline natural resources and the environment.

13 **Sec. 12.** RCW 86.12.200 and 1991 c 322 s 3 are each amended to
14 read as follows:

15 The county legislative authority of any county may adopt a
16 comprehensive flood control management plan for any drainage basin
17 that is located wholly or partially within the county.

18 A comprehensive flood control management plan shall include the
19 following elements:

20 (1) Designation of areas that are susceptible to periodic
21 flooding, from inundation by bodies of water or surface water runoff,
22 or both, including the river's meander belt or floodway;

23 (2) Establishment of a comprehensive scheme of flood control
24 protection and improvements for the areas that are subject to such
25 periodic flooding, that includes: (a) Determining the need for, and
26 desirable location of, flood control improvements to protect or
27 preclude flood damage to structures, works, and improvements, based
28 upon a cost/benefit ratio between the expense of providing and
29 maintaining these improvements and the benefits arising from these
30 improvements; (b) establishing the level of flood protection that
31 each portion of the system of flood control improvements will be
32 permitted; (c) identifying alternatives to in-stream flood control
33 work; (d) identifying areas where flood waters could be directed
34 during a flood to avoid damage to buildings and other structures; and
35 (e) identifying sources of revenue that will be sufficient to finance
36 the comprehensive scheme of flood control protection and
37 improvements;

1 (3) Establishing land use regulations that preclude the location
2 of structures, works, or improvements in critical portions of such
3 areas subject to periodic flooding, including a river's meander belt
4 or floodway, and permitting only flood-compatible land uses in such
5 areas;

6 (4) Establishing restrictions on construction activities in areas
7 subject to periodic floods that require the flood proofing of those
8 structures that are permitted to be constructed or remodeled; ~~((and))~~

9 (5) Establishing restrictions on land clearing activities and
10 development practices that exacerbate flood problems by increasing
11 the flow or accumulation of flood waters, or the intensity of
12 drainage, on low-lying areas. Land clearing activities do not include
13 forest practices as defined in chapter 76.09 RCW; and

14 (6) Consideration of climate change impacts, including the impact
15 of sea level rise and increased storm severity on people, property,
16 natural resources, and the environment.

17 A comprehensive flood control management plan shall be subject to
18 the minimum requirements for participation in the national flood
19 insurance program, requirements exceeding the minimum national flood
20 insurance program that have been adopted by the department of ecology
21 for a specific floodplain pursuant to RCW 86.16.031, and rules
22 adopted by the department of ecology pursuant to RCW 86.26.050
23 relating to floodplain management activities. When a county plans
24 under chapter 36.70A RCW, it may incorporate the portion of its
25 comprehensive flood control management plan relating to land use
26 restrictions in its comprehensive plan and development regulations
27 adopted pursuant to chapter 36.70A RCW.

28 NEW SECTION. **Sec. 13.** A new section is added to chapter 43.21C
29 RCW to read as follows:

30 The adoption of ordinances, amendments to comprehensive plans,
31 amendments to development regulations, and other nonproject actions
32 taken by a county or city pursuant to RCW 36.70A.070(9) (d) or (e) in
33 order to implement measures specified by the department of commerce
34 pursuant to section 5 of this act are not subject to administrative
35 or judicial appeals under this chapter.

36 **Sec. 14.** RCW 36.70A.030 and 2021 c 254 s 6 are each amended to
37 read as follows:

1 Unless the context clearly requires otherwise, the definitions in
2 this section apply throughout this chapter.

3 (1) "Adopt a comprehensive land use plan" means to enact a new
4 comprehensive land use plan or to update an existing comprehensive
5 land use plan.

6 (2) "Affordable housing" means, unless the context clearly
7 indicates otherwise, residential housing whose monthly costs,
8 including utilities other than telephone, do not exceed thirty
9 percent of the monthly income of a household whose income is:

10 (a) For rental housing, (~~sixty~~) 60 percent of the median
11 household income adjusted for household size, for the county where
12 the household is located, as reported by the United States department
13 of housing and urban development; or

14 (b) For owner-occupied housing, (~~eighty~~) 80 percent of the
15 median household income adjusted for household size, for the county
16 where the household is located, as reported by the United States
17 department of housing and urban development.

18 (3) "Agricultural land" means land primarily devoted to the
19 commercial production of horticultural, viticultural, floricultural,
20 dairy, apiary, vegetable, or animal products or of berries, grain,
21 hay, straw, turf, seed, Christmas trees not subject to the excise tax
22 imposed by RCW 84.33.100 through 84.33.140, finfish in upland
23 hatcheries, or livestock, and that has long-term commercial
24 significance for agricultural production.

25 (4) "City" means any city or town, including a code city.

26 (5) "Comprehensive land use plan," "comprehensive plan," or
27 "plan" means a generalized coordinated land use policy statement of
28 the governing body of a county or city that is adopted pursuant to
29 this chapter.

30 (6) "Critical areas" include the following areas and ecosystems:

31 (a) Wetlands; (b) areas with a critical recharging effect on aquifers
32 used for potable water; (c) fish and wildlife habitat conservation
33 areas; (d) frequently flooded areas; and (e) geologically hazardous
34 areas. "Fish and wildlife habitat conservation areas" does not
35 include such artificial features or constructs as irrigation delivery
36 systems, irrigation infrastructure, irrigation canals, or drainage
37 ditches that lie within the boundaries of and are maintained by a
38 port district or an irrigation district or company.

39 (7) "Department" means the department of commerce.

1 (8) "Development regulations" or "regulation" means the controls
2 placed on development or land use activities by a county or city,
3 including, but not limited to, zoning ordinances, critical areas
4 ordinances, shoreline master programs, official controls, planned
5 unit development ordinances, subdivision ordinances, and binding site
6 plan ordinances together with any amendments thereto. A development
7 regulation does not include a decision to approve a project permit
8 application, as defined in RCW 36.70B.020, even though the decision
9 may be expressed in a resolution or ordinance of the legislative body
10 of the county or city.

11 (9) "Emergency housing" means temporary indoor accommodations for
12 individuals or families who are homeless or at imminent risk of
13 becoming homeless that is intended to address the basic health, food,
14 clothing, and personal hygiene needs of individuals or families.
15 Emergency housing may or may not require occupants to enter into a
16 lease or an occupancy agreement.

17 (10) "Emergency shelter" means a facility that provides a
18 temporary shelter for individuals or families who are currently
19 homeless. Emergency shelter may not require occupants to enter into a
20 lease or an occupancy agreement. Emergency shelter facilities may
21 include day and warming centers that do not provide overnight
22 accommodations.

23 (11) "Extremely low-income household" means a single person,
24 family, or unrelated persons living together whose adjusted income is
25 at or below thirty percent of the median household income adjusted
26 for household size, for the county where the household is located, as
27 reported by the United States department of housing and urban
28 development.

29 (12) "Forestland" means land primarily devoted to growing trees
30 for long-term commercial timber production on land that can be
31 economically and practically managed for such production, including
32 Christmas trees subject to the excise tax imposed under RCW 84.33.100
33 through 84.33.140, and that has long-term commercial significance. In
34 determining whether forestland is primarily devoted to growing trees
35 for long-term commercial timber production on land that can be
36 economically and practically managed for such production, the
37 following factors shall be considered: (a) The proximity of the land
38 to urban, suburban, and rural settlements; (b) surrounding parcel
39 size and the compatibility and intensity of adjacent and nearby land
40 uses; (c) long-term local economic conditions that affect the ability

1 to manage for timber production; and (d) the availability of public
2 facilities and services conducive to conversion of forestland to
3 other uses.

4 (13) "Freight rail dependent uses" means buildings and other
5 infrastructure that are used in the fabrication, processing, storage,
6 and transport of goods where the use is dependent on and makes use of
7 an adjacent short line railroad. Such facilities are both urban and
8 rural development for purposes of this chapter. "Freight rail
9 dependent uses" does not include buildings and other infrastructure
10 that are used in the fabrication, processing, storage, and transport
11 of coal, liquefied natural gas, or "crude oil" as defined in RCW
12 90.56.010.

13 (14) "Geologically hazardous areas" means areas that because of
14 their susceptibility to erosion, sliding, earthquake, or other
15 geological events, are not suited to the siting of commercial,
16 residential, or industrial development consistent with public health
17 or safety concerns.

18 (15) "Long-term commercial significance" includes the growing
19 capacity, productivity, and soil composition of the land for long-
20 term commercial production, in consideration with the land's
21 proximity to population areas, and the possibility of more intense
22 uses of the land.

23 (16) "Low-income household" means a single person, family, or
24 unrelated persons living together whose adjusted income is at or
25 below eighty percent of the median household income adjusted for
26 household size, for the county where the household is located, as
27 reported by the United States department of housing and urban
28 development.

29 (17) "Minerals" include gravel, sand, and valuable metallic
30 substances.

31 (18) "Moderate-income household" means a single person, family,
32 or unrelated persons living together whose adjusted income is at or
33 below 120 percent of the median household income adjusted for
34 household size, for the county where the household is located, as
35 reported by the United States department of housing and urban
36 development.

37 (19) "Permanent supportive housing" is subsidized, leased housing
38 with no limit on length of stay that prioritizes people who need
39 comprehensive support services to retain tenancy and utilizes
40 admissions practices designed to use lower barriers to entry than

1 would be typical for other subsidized or unsubsidized rental housing,
2 especially related to rental history, criminal history, and personal
3 behaviors. Permanent supportive housing is paired with on-site or
4 off-site voluntary services designed to support a person living with
5 a complex and disabling behavioral health or physical health
6 condition who was experiencing homelessness or was at imminent risk
7 of homelessness prior to moving into housing to retain their housing
8 and be a successful tenant in a housing arrangement, improve the
9 resident's health status, and connect the resident of the housing
10 with community-based health care, treatment, or employment services.
11 Permanent supportive housing is subject to all of the rights and
12 responsibilities defined in chapter 59.18 RCW.

13 (20) "Public facilities" include streets, roads, highways,
14 sidewalks, street and road lighting systems, traffic signals,
15 domestic water systems, storm and sanitary sewer systems, parks and
16 recreational facilities, and schools.

17 (21) "Public services" include fire protection and suppression,
18 law enforcement, public health, education, recreation, environmental
19 protection, and other governmental services.

20 (22) "Recreational land" means land so designated under RCW
21 36.70A.1701 and that, immediately prior to this designation, was
22 designated as agricultural land of long-term commercial significance
23 under RCW 36.70A.170. Recreational land must have playing fields and
24 supporting facilities existing before July 1, 2004, for sports played
25 on grass playing fields.

26 (23) "Rural character" refers to the patterns of land use and
27 development established by a county in the rural element of its
28 comprehensive plan:

29 (a) In which open space, the natural landscape, and vegetation
30 predominate over the built environment;

31 (b) That foster traditional rural lifestyles, rural-based
32 economies, and opportunities to both live and work in rural areas;

33 (c) That provide visual landscapes that are traditionally found
34 in rural areas and communities;

35 (d) That are compatible with the use of the land by wildlife and
36 for fish and wildlife habitat;

37 (e) That reduce the inappropriate conversion of undeveloped land
38 into sprawling, low-density development;

39 (f) That generally do not require the extension of urban
40 governmental services; and

1 (g) That are consistent with the protection of natural surface
2 water flows and groundwater and surface water recharge and discharge
3 areas.

4 (24) "Rural development" refers to development outside the urban
5 growth area and outside agricultural, forest, and mineral resource
6 lands designated pursuant to RCW 36.70A.170. Rural development can
7 consist of a variety of uses and residential densities, including
8 clustered residential development, at levels that are consistent with
9 the preservation of rural character and the requirements of the rural
10 element. Rural development does not refer to agriculture or forestry
11 activities that may be conducted in rural areas.

12 (25) "Rural governmental services" or "rural services" include
13 those public services and public facilities historically and
14 typically delivered at an intensity usually found in rural areas, and
15 may include domestic water systems, fire and police protection
16 services, transportation and public transit services, and other
17 public utilities associated with rural development and normally not
18 associated with urban areas. Rural services do not include storm or
19 sanitary sewers, except as otherwise authorized by RCW 36.70A.110(4).

20 (26) "Short line railroad" means those railroad lines designated
21 class II or class III by the United States surface transportation
22 board.

23 (27) "Urban governmental services" or "urban services" include
24 those public services and public facilities at an intensity
25 historically and typically provided in cities, specifically including
26 storm and sanitary sewer systems, domestic water systems, street
27 cleaning services, fire and police protection services, public
28 transit services, and other public utilities associated with urban
29 areas and normally not associated with rural areas.

30 (28) "Urban growth" refers to growth that makes intensive use of
31 land for the location of buildings, structures, and impermeable
32 surfaces to such a degree as to be incompatible with the primary use
33 of land for the production of food, other agricultural products, or
34 fiber, or the extraction of mineral resources, rural uses, rural
35 development, and natural resource lands designated pursuant to RCW
36 36.70A.170. A pattern of more intensive rural development, as
37 provided in RCW 36.70A.070(5)(d), is not urban growth. When allowed
38 to spread over wide areas, urban growth typically requires urban
39 governmental services. "Characterized by urban growth" refers to land
40 having urban growth located on it, or to land located in relationship

1 to an area with urban growth on it as to be appropriate for urban
2 growth.

3 (29) "Urban growth areas" means those areas designated by a
4 county pursuant to RCW 36.70A.110.

5 (30) "Very low-income household" means a single person, family,
6 or unrelated persons living together whose adjusted income is at or
7 below fifty percent of the median household income adjusted for
8 household size, for the county where the household is located, as
9 reported by the United States department of housing and urban
10 development.

11 (31) "Wetland" or "wetlands" means areas that are inundated or
12 saturated by surface water or groundwater at a frequency and duration
13 sufficient to support, and that under normal circumstances do
14 support, a prevalence of vegetation typically adapted for life in
15 saturated soil conditions. Wetlands generally include swamps,
16 marshes, bogs, and similar areas. Wetlands do not include those
17 artificial wetlands intentionally created from nonwetland sites,
18 including, but not limited to, irrigation and drainage ditches,
19 grass-lined swales, canals, detention facilities, wastewater
20 treatment facilities, farm ponds, and landscape amenities, or those
21 wetlands created after July 1, 1990, that were unintentionally
22 created as a result of the construction of a road, street, or
23 highway. Wetlands may include those artificial wetlands intentionally
24 created from nonwetland areas created to mitigate conversion of
25 wetlands.

26 (32) "Per capita vehicle miles traveled" means the number of
27 miles traveled using cars and light trucks in a calendar year divided
28 by the number of residents in Washington. The calculation of this
29 value excludes vehicle miles driven conveying freight.

30 (33) "Active transportation" means forms of pedestrian mobility
31 including walking or running, the use of a mobility assistive device
32 such as a wheelchair, bicycling and cycling irrespective of the
33 number of wheels, and the use of small personal devices such as foot
34 scooters or skateboards. Active transportation includes both
35 traditional and electric assist bicycles and other devices. Planning
36 for active transportation must consider and address accommodation
37 pursuant to the Americans with disabilities act and the distinct
38 needs of each form of active transportation.

39 (34) "Transportation system" means all infrastructure and
40 services for all forms of transportation within a geographical area,

1 irrespective of the responsible jurisdiction or transportation
2 provider.

3 (35) "Environmental justice" means the fair treatment and
4 meaningful involvement of all people regardless of race, color,
5 national origin, or income with respect to development,
6 implementation, and enforcement of environmental laws, regulations,
7 and policies. Environmental justice includes addressing
8 disproportionate environmental and health impacts in all laws, rules,
9 and policies with environmental impacts by prioritizing vulnerable
10 populations and overburdened communities and the equitable
11 distribution of resources and benefits.

12 (36) "Active transportation facilities" means facilities provided
13 for the safety and mobility of active transportation users including,
14 but not limited to, trails, as defined in RCW 47.30.005, sidewalks,
15 bike lanes, shared-use paths, and other facilities in the public
16 right-of-way.

17 (37) "Green space" means an area of land, vegetated by natural
18 features such as grass, trees, or shrubs, within an urban context and
19 less than one acre in size that creates public value through one or
20 more of the following attributes:

21 (a) Is accessible to the public;
22 (b) Promotes physical and mental health of residents;
23 (c) Provides relief from the urban heat island effects;
24 (d) Promotes recreational and aesthetic values;
25 (e) Protects streams or water supply; or
26 (f) Preserves visual quality along highway, road, or street
27 corridors.

28 (38) "Green infrastructure" means a wide array of natural assets
29 and built structures within an urban growth area boundary, including
30 parks and other areas with protected tree canopy, and management
31 practices at multiple scales that manage wet weather and that
32 maintain and restore natural hydrology by storing, infiltrating,
33 evapotranspiring, and harvesting and using stormwater.

34 (39) "Wildland urban interface" means the geographical area where
35 structures and other human development meets or intermingles with
36 wildland vegetative fuels.

37 (40) "Overburdened community" means a geographic area where
38 vulnerable populations face combined, multiple environmental harms
39 and health impacts, and includes, but is not limited to, highly
40 impacted communities as defined in RCW 19.405.020.

1 (41)(a) "Vulnerable populations" means population groups that are
2 more likely to be at higher risk for poor health outcomes in response
3 to environmental harms, due to: (i) Adverse socioeconomic factors,
4 such as unemployment, high housing and transportation costs relative
5 to income, limited access to nutritious food and adequate health
6 care, linguistic isolation, and other factors that negatively affect
7 health outcomes and increase vulnerability to the effects of
8 environmental harms; and (ii) sensitivity factors, such as low birth
9 weight and higher rates of hospitalization.

10 (b) "Vulnerable populations" includes, but is not limited to:
11 (i) Racial or ethnic minorities;
12 (ii) Low-income populations; and
13 (iii) Populations disproportionately impacted by environmental
14 harms.

15 **Sec. 15.** RCW 36.70A.130 and 2022 c 287 s 1 and 2022 c 192 s 1
16 are each reenacted and amended to read as follows:

17 (1)(a) Each comprehensive land use plan and development
18 regulations shall be subject to continuing review and evaluation by
19 the county or city that adopted them. Except as otherwise provided, a
20 county or city shall take legislative action to review and, if
21 needed, revise its comprehensive land use plan and development
22 regulations to ensure the plan and regulations comply with the
23 requirements of this chapter according to the deadlines in
24 subsections (4) and (5) of this section.

25 (b) Except as otherwise provided, a county or city not planning
26 under RCW 36.70A.040 shall take action to review and, if needed,
27 revise its policies and development regulations regarding critical
28 areas and natural resource lands adopted according to this chapter to
29 ensure these policies and regulations comply with the requirements of
30 this chapter according to the deadlines in subsections (4) and (5) of
31 this section. Legislative action means the adoption of a resolution
32 or ordinance following notice and a public hearing indicating at a
33 minimum, a finding that a review and evaluation has occurred and
34 identifying the revisions made, or that a revision was not needed and
35 the reasons therefor.

36 (c) The review and evaluation required by this subsection shall
37 include, but is not limited to, consideration of critical area
38 ordinances and, if planning under RCW 36.70A.040, an analysis of the

1 population allocated to a city or county from the most recent ((ten))
2 10-year population forecast by the office of financial management.

3 (d) Any amendment of or revision to a comprehensive land use plan
4 shall conform to this chapter. Any amendment of or revision to
5 development regulations shall be consistent with and implement the
6 comprehensive plan.

7 (2)(a) Each county and city shall establish and broadly
8 disseminate to the public a public participation program consistent
9 with RCW 36.70A.035 and 36.70A.140 that identifies procedures and
10 schedules whereby updates, proposed amendments, or revisions of the
11 comprehensive plan are considered by the governing body of the county
12 or city no more frequently than once every year. "Updates" means to
13 review and revise, if needed, according to subsection (1) of this
14 section, and the deadlines in subsections (4) and (5) of this section
15 or in accordance with the provisions of subsection (6) of this
16 section. Amendments may be considered more frequently than once per
17 year under the following circumstances:

18 (i) The initial adoption of a subarea plan. Subarea plans adopted
19 under this subsection (2)(a)(i) must clarify, supplement, or
20 implement jurisdiction-wide comprehensive plan policies, and may only
21 be adopted if the cumulative impacts of the proposed plan are
22 addressed by appropriate environmental review under chapter 43.21C
23 RCW;

24 (ii) The development of an initial subarea plan for economic
25 development located outside of the one hundred year floodplain in a
26 county that has completed a state-funded pilot project that is based
27 on watershed characterization and local habitat assessment;

28 (iii) The adoption or amendment of a shoreline master program
29 under the procedures set forth in chapter 90.58 RCW;

30 (iv) The amendment of the capital facilities element of a
31 comprehensive plan that occurs concurrently with the adoption or
32 amendment of a county or city budget; or

33 (v) The adoption of comprehensive plan amendments necessary to
34 enact a planned action under RCW 43.21C.440, provided that amendments
35 are considered in accordance with the public participation program
36 established by the county or city under this subsection (2)(a) and
37 all persons who have requested notice of a comprehensive plan update
38 are given notice of the amendments and an opportunity to comment.

39 (b) Except as otherwise provided in (a) of this subsection, all
40 proposals shall be considered by the governing body concurrently so

1 the cumulative effect of the various proposals can be ascertained.
2 However, after appropriate public participation a county or city may
3 adopt amendments or revisions to its comprehensive plan that conform
4 with this chapter whenever an emergency exists or to resolve an
5 appeal of a comprehensive plan filed with the growth management
6 hearings board or with the court.

7 (3)(a) Each county that designates urban growth areas under RCW
8 36.70A.110 shall review, according to the schedules established in
9 subsections (4) and (5) of this section, its designated urban growth
10 area or areas, patterns of development occurring within the urban
11 growth area or areas, and the densities permitted within both the
12 incorporated and unincorporated portions of each urban growth area.
13 In conjunction with this review by the county, each city located
14 within an urban growth area shall review the densities permitted
15 within its boundaries, and the extent to which the urban growth
16 occurring within the county has located within each city and the
17 unincorporated portions of the urban growth areas.

18 (b) The county comprehensive plan designating urban growth areas,
19 and the densities permitted in the urban growth areas by the
20 comprehensive plans of the county and each city located within the
21 urban growth areas, shall be revised to accommodate the urban growth
22 projected to occur in the county for the succeeding ~~((twenty))~~ 20-
23 year period. The review required by this subsection may be combined
24 with the review and evaluation required by RCW 36.70A.215.

25 (c) If, during the county's review under (a) of this subsection,
26 the county determines revision of the urban growth area is not
27 required to accommodate the urban growth projected to occur in the
28 county for the succeeding 20-year period, but does determine that
29 patterns of development have created pressure in areas that exceed
30 available, developable lands within the urban growth area, the urban
31 growth area or areas may be revised to accommodate identified
32 patterns of development and likely future development pressure for
33 the succeeding 20-year period if the following requirements are met:

34 (i) The revised urban growth area may not result in an increase
35 in the total surface areas of the urban growth area or areas;

36 (ii) The areas added to the urban growth area are not or have not
37 been designated as agricultural, forest, or mineral resource lands of
38 long-term commercial significance;

39 (iii) Less than 15 percent of the areas added to the urban growth
40 area are critical areas;

1 (iv) The areas added to the urban growth areas are suitable for
2 urban growth;

3 (v) The transportation element and capital facility plan element
4 have identified the transportation facilities, and public facilities
5 and services needed to serve the urban growth area and the funding to
6 provide the transportation facilities and public facilities and
7 services;

8 (vi) The urban growth area is not larger than needed to
9 accommodate the growth planned for the succeeding 20-year planning
10 period and a reasonable land market supply factor;

11 (vii) The areas removed from the urban growth area do not include
12 urban growth or urban densities; and

13 (viii) The revised urban growth area is contiguous, does not
14 include holes or gaps, and will not increase pressures to urbanize
15 rural or natural resource lands.

16 (4) Except as otherwise provided in subsections (6) and (8) of
17 this section, counties and cities shall take action to review and, if
18 needed, revise their comprehensive plans and development regulations
19 to ensure the plan and regulations comply with the requirements of
20 this chapter as follows:

21 (a) On or before June 30, 2015, for King, Pierce, and Snohomish
22 counties and the cities within those counties;

23 (b) On or before June 30, 2016, for Clallam, Clark, Island,
24 Jefferson, Kitsap, Mason, San Juan, Skagit, Thurston, and Whatcom
25 counties and the cities within those counties;

26 (c) On or before June 30, 2017, for Benton, Chelan, Cowlitz,
27 Douglas, Kittitas, Lewis, Skamania, Spokane, and Yakima counties and
28 the cities within those counties; and

29 (d) On or before June 30, 2018, for Adams, Asotin, Columbia,
30 Ferry, Franklin, Garfield, Grant, Grays Harbor, Klickitat, Lincoln,
31 Okanogan, Pacific, Pend Oreille, Stevens, Wahkiakum, Walla Walla, and
32 Whitman counties and the cities within those counties.

33 (5) Except as otherwise provided in subsections (6) and (8) of
34 this section, following the review of comprehensive plans and
35 development regulations required by subsection (4) of this section,
36 counties and cities shall take action to review and, if needed,
37 revise their comprehensive plans and development regulations to
38 ensure the plan and regulations comply with the requirements of this
39 chapter as follows:

1 (a) ~~((10))~~ Except as provided in subsection (10) of this section,
2 on or before December 31, 2024, with the following review and, if
3 needed, revision on or before June 30, 2034, and then every ~~((ten))~~
4 10 years thereafter, for King, Kitsap, Pierce, and Snohomish counties
5 and the cities within those counties;

6 (b) On or before June 30, 2025, and every ~~((ten))~~ 10 years
7 thereafter, for Clallam, Clark, Island, Jefferson, Lewis, Mason, San
8 Juan, Skagit, Thurston, and Whatcom counties and the cities within
9 those counties;

10 (c) On or before June 30, 2026, and every ~~((ten))~~ 10 years
11 thereafter, for Benton, Chelan, Cowlitz, Douglas, Franklin, Kittitas,
12 Skamania, Spokane, Walla Walla, and Yakima counties and the cities
13 within those counties; and

14 (d) On or before June 30, 2027, and every ~~((ten))~~ 10 years
15 thereafter, for Adams, Asotin, Columbia, Ferry, Garfield, Grant,
16 Grays Harbor, Klickitat, Lincoln, Okanogan, Pacific, Pend Oreille,
17 Stevens, Wahkiakum, and Whitman counties and the cities within those
18 counties.

19 (6)(a) Nothing in this section precludes a county or city from
20 conducting the review and evaluation required by this section before
21 the deadlines established in subsections (4) and (5) of this section.
22 Counties and cities may begin this process early and may be eligible
23 for grants from the department, subject to available funding, if they
24 elect to do so.

25 (b) A county that is subject to a deadline established in
26 subsection (5)(b) through (d) of this section and meets the following
27 criteria may comply with the requirements of this section at any time
28 within the twenty-four months following the deadline established in
29 subsection (5) of this section: The county has a population of less
30 than fifty thousand and has had its population increase by no more
31 than seventeen percent in the ten years preceding the deadline
32 established in subsection (5) of this section as of that date.

33 (c) A city that is subject to a deadline established in
34 subsection (5)(b) through (d) of this section and meets the following
35 criteria may comply with the requirements of this section at any time
36 within the twenty-four months following the deadline established in
37 subsection (5) of this section: The city has a population of no more
38 than five thousand and has had its population increase by the greater
39 of either no more than one hundred persons or no more than seventeen

1 percent in the ten years preceding the deadline established in
2 subsection (5) of this section as of that date.

3 (d) State agencies are encouraged to provide technical assistance
4 to the counties and cities in the review of critical area ordinances,
5 comprehensive plans, and development regulations.

6 (7)(a) The requirements imposed on counties and cities under this
7 section shall be considered "requirements of this chapter" under the
8 terms of RCW 36.70A.040(1). Only those counties and cities that meet
9 the following criteria may receive grants, loans, pledges, or
10 financial guarantees under chapter 43.155 or 70A.135 RCW:

11 (i) Complying with the deadlines in this section; or

12 (ii) Demonstrating substantial progress towards compliance with
13 the schedules in this section for development regulations that
14 protect critical areas.

15 (b) A county or city that is fewer than (~~twelve~~) 12 months out
16 of compliance with the schedules in this section for development
17 regulations that protect critical areas is making substantial
18 progress towards compliance. Only those counties and cities in
19 compliance with the schedules in this section may receive preference
20 for grants or loans subject to the provisions of RCW 43.17.250.

21 (8)(a) Except as otherwise provided in (c) of this subsection, if
22 a participating watershed is achieving benchmarks and goals for the
23 protection of critical areas functions and values, the county is not
24 required to update development regulations to protect critical areas
25 as they specifically apply to agricultural activities in that
26 watershed.

27 (b) A county that has made the election under RCW 36.70A.710(1)
28 may only adopt or amend development regulations to protect critical
29 areas as they specifically apply to agricultural activities in a
30 participating watershed if:

31 (i) A work plan has been approved for that watershed in
32 accordance with RCW 36.70A.725;

33 (ii) The local watershed group for that watershed has requested
34 the county to adopt or amend development regulations as part of a
35 work plan developed under RCW 36.70A.720;

36 (iii) The adoption or amendment of the development regulations is
37 necessary to enable the county to respond to an order of the growth
38 management hearings board or court;

39 (iv) The adoption or amendment of development regulations is
40 necessary to address a threat to human health or safety; or

1 (v) Three or more years have elapsed since the receipt of
2 funding.

3 (c) Beginning ~~((ten))~~ 10 years from the date of receipt of
4 funding, a county that has made the election under RCW 36.70A.710(1)
5 must review and, if necessary, revise development regulations to
6 protect critical areas as they specifically apply to agricultural
7 activities in a participating watershed in accordance with the review
8 and revision requirements and timeline in subsection (5) of this
9 section. This subsection (8)(c) does not apply to a participating
10 watershed that has determined under RCW 36.70A.720(2)(c)(ii) that the
11 watershed's goals and benchmarks for protection have been met.

12 (9)(a) Counties subject to planning deadlines established in
13 subsection (5) of this section that are required or that choose to
14 plan under RCW 36.70A.040 and that meet either criteria of (a)(i) or
15 (ii) of this subsection, and cities with a population of more than
16 6,000 as of April 1, 2021, within those counties, must provide to the
17 department an implementation progress report detailing the progress
18 they have achieved in implementing their comprehensive plan five
19 years after the review and revision of their comprehensive plan. Once
20 a county meets the criteria in (a)(i) or (ii) of this subsection, the
21 implementation progress report requirements remain in effect
22 thereafter for that county and the cities therein with populations
23 greater than 6,000 as of April 1, 2021, even if the county later no
24 longer meets either or both criteria. A county is subject to the
25 implementation progress report requirement if it meets either of the
26 following criteria on or after April 1, 2021:

27 (i) The county has a population density of at least 100 people
28 per square mile and a population of at least 200,000; or

29 (ii) The county has a population density of at least 75 people
30 per square mile and an annual growth rate of at least 1.75 percent as
31 determined by the office of financial management.

32 (b) The department shall adopt guidelines for indicators,
33 measures, milestones, and criteria for use by counties and cities in
34 the implementation progress report that must cover:

35 (i) The implementation of previously adopted changes to the
36 housing element and any effect those changes have had on housing
37 affordability and availability within the jurisdiction;

38 (ii) Permit processing timelines; and

39 (iii) Progress toward implementing any actions required to
40 achieve reductions to meet greenhouse gas and vehicle miles traveled

1 requirements as provided for in any element of the comprehensive plan
2 under RCW 36.70A.070.

3 (c) If a city or county required to provide an implementation
4 progress report under this subsection (9) has not implemented any
5 specifically identified regulations, zoning and land use changes, or
6 taken other legislative or administrative action necessary to
7 implement any changes in the most recent periodic update in their
8 comprehensive plan by the due date for the implementation progress
9 report, the city or county must identify the need for such action in
10 the implementation progress report. Cities and counties must adopt a
11 work plan to implement any necessary regulations, zoning and land use
12 changes, or take other legislative or administrative action
13 identified in the implementation progress report and complete all
14 work necessary for implementation within two years of submission of
15 the implementation progress report.

16 (10) Any county or city that is required by section 4 of this act
17 to include in its comprehensive plan a climate change and resiliency
18 element and that is also required by subsection (5)(a) of this
19 section to review and, if necessary, revise its comprehensive plan on
20 or before December 31, 2024, must update its transportation element
21 and incorporate a climate change and resiliency element into its
22 comprehensive plan as part of the first implementation progress
23 report required by subsection (9) of this section if funds are
24 appropriated and distributed by December 31, 2027, as required under
25 RCW 36.70A.070(10).

26 NEW SECTION. **Sec. 16.** A new section is added to chapter 36.70A
27 RCW to read as follows:

28 (1) Notwithstanding the requirements of RCW 36.70A.070(10), it is
29 the intent that jurisdictions subject to RCW 36.70A.130(5)(b)
30 implement the requirements of this act on or before June 30, 2025.
31 Any funding provided to cover applicable local government costs
32 related to implementation of this act shall be considered timely.

33 (2) This section expires July 31, 2025.

34 NEW SECTION. **Sec. 17.** A new section is added to chapter 43.20
35 RCW to read as follows:

36 (1)(a) Beginning with water system plans initiated after June 30,
37 2025, the department shall ensure water system plans for group A

1 community public water systems serving 1,000 or more connections
2 include a climate resilience element at the time of approval.

3 (b) The department must update its water system planning
4 guidebook to assist water systems in implementing the climate
5 resilience element, including guidance on any available technical and
6 financial resources.

7 (c) The department shall provide technical assistance to public
8 water systems based on their system size, location, and water source,
9 by providing references to existing state or federal risk management,
10 climate resiliency, or emergency management and response tools that
11 may be used to satisfy the climate resilience element.

12 (d) Subject to the availability of amounts appropriated for this
13 specific purpose, the University of Washington climate impacts group
14 shall assist the department in the development of tools for the
15 technical assistance to be provided in (c) of this subsection.

16 (2) To fulfill the requirements of the climate resilience
17 element, water systems must:

18 (a) Determine which extreme weather events pose significant
19 challenges to their system and build scenarios to identify potential
20 impacts;

21 (b) Assess critical assets and the actions necessary to protect
22 the system from the consequences of extreme weather events on system
23 operations; and

24 (c) Generate reports describing the costs and benefits of the
25 system's risk reduction strategies and capital project needs.

26 (3) Climate readiness projects, including planning to meet the
27 requirements of this section and actions to protect a water system
28 from extreme weather events, including infrastructure and design
29 projects, are eligible for financial assistance under RCW
30 70A.125.180. The department must develop grant and loan eligibility
31 criteria and consider applications from water systems that identify
32 climate readiness projects.

33 **Sec. 18.** RCW 70A.125.180 and 2020 c 20 s 1359 are each amended
34 to read as follows:

35 Subject to the availability of amounts appropriated for this
36 specific purpose, the department shall provide financial assistance
37 through a water system acquisition and rehabilitation program, hereby
38 created. (~~The program shall be jointly administered with the public~~
39 ~~works board and the department of commerce.~~) The ((agencies))

1 department shall adopt guidelines for the program using as a model
2 the procedures and criteria of the drinking water revolving loan
3 program authorized under RCW 70A.125.160. All financing provided
4 through the program must be in the form of grants or loans that
5 partially cover project costs, including projects and planning
6 required under section 17 of this act. The maximum grant or loan to
7 any eligible entity may not exceed (~~twenty-five~~) 25 percent of the
8 funds allocated to the appropriation in any fiscal year.

9 NEW SECTION. **Sec. 19.** If specific funding for the purposes of
10 this act, referencing this act by bill or chapter number, is not
11 provided by June 30, 2023, in the omnibus appropriations act, this
12 act is null and void.

Passed by the House April 13, 2023.
Passed by the Senate April 7, 2023.
Approved by the Governor May 3, 2023.
Filed in Office of Secretary of State May 4, 2023.

--- END ---

RESOLUTION NO. 26-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A WASHINGTON STATE DEPARTMENT OF COMMERCE GRANT AGREEMENT FOR FY2026 AND FY2027 FOR DEVELOPING A CLIMATE ELEMENT WITH RESILIENCY AND GHG EMISSIONS REDUCTION SUBELEMENTS FOR THE CITY'S COMPREHENSIVE PLAN

WHEREAS, the City is required by RCW 36.70A.130(5) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2029, to ensure they comply with the state Growth Management Act (Act) and the requirements of House Bill 1181 (Chapter 228, Laws of 2023); and

WHEREAS, the Washington State Department of Commerce (Commerce) has made available grant funding to assist municipalities in preparing and adopting amendments to implement the requirements related to climate planning, with \$500,000 being made available to the City of Edgewood (City); and

WHEREAS, the City previously applied for and was awarded \$105,000 of said funding by Commerce in Washington State Fiscal Years (FY) 2023 and 2024; and

WHEREAS, the City has applied for the remaining \$395,000 of such grant funding; and

WHEREAS, Commerce has awarded the City a grant in the remaining amount of \$395,000 to assist the City in completing the Climate Element work as required by the GMA, for costs from July 1, 2025 to June 30, 2027 (FY 2026 and 2027); and

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

Section 1. Agreement Authorized. The City Council hereby authorizes the Mayor to sign the Interagency Agreement with the Washington State Department of Commerce, Contract Number 26-63330-157, in the total amount of \$395,000, and any associated documents, attached and incorporated herein as Exhibit A.

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

ADOPTED THIS 24TH DAY OF FEBRUARY, 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

DRAFT

Exhibit A

Interagency Agreement with the City of Edgewood through Growth Management Services
for the 2025-2027 Climate Planning Grant (Contract Number 26-63330-157)

DRAFT



Interagency Agreement with

City of Edgewood

through

Growth Management Services

**Contract Number:
26-63330-157**

For

2025-2027 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 26-63330-157

**Local Government Division
Growth Management Services
2025-2027 Climate Planning Grant**

1. Contractor City of Edgewood 10440 Dom Calata Way E Edgewood, WA 98372		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Josh Kubitza Planning Manager (253) 392-2558 josh@cityofedgewood.org		4. COMMERCE Representative Noelle Madera Climate Operation Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$395,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Date of Execution	8. End Date June 30, 2027
9. Federal Funds (as applicable) N/A	Federal Agency: N/A	ALN N/A	
10. Tax ID # N/A	11. SWV # 0007706-00	12. UBI # 601-671-344	13. UEI # N/A
14. Contract Purpose To develop a Climate Element with a Resiliency Subelement and GHG Emissions Reduction Subelement			
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			
FOR CONTRACTOR DRAFT ONLY - DO NOT SIGN _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ 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. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

This Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. 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.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$395,000, 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.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables and services 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 parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices and attachments shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63330-157. 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. [Before withholding payment or terminating for noncompliance, Commerce will provide written notice and a reasonable opportunity to cure, except in cases of fraud, misuse of funds, or an imminent threat to health or safety.](#)

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

Contract funds must be used only for work covered by this Agreement. All back-up documents such as consultant or subcontractor/subgrantee invoices, expense reports, and/or staff time and expenses related to contract work, should be provided if requested by Commerce.

Final Invoices

Commerce will provide notification of the end of contract due date.

Grant Timeline

COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to Commerce are eligible for reimbursement under this Contract from July 1, 2025, through the end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Grantee expenses for activities outside this period.

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.

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 deliverable (or completion of the project, final report, etc.). [Commerce will review the final deliverable and provide written notice of acceptance or written notice of deficiencies within fifteen \(15\) business days after receipt. Any deficiency notice must describe the deficiencies in reasonable detail. The Contractor will have thirty \(30\) calendar days after receipt of a deficiency notice to cure and resubmit. Acceptance will not be unreasonably withheld. Commerce will release all amounts withheld under this section within thirty calendar days after final acceptance.](#)

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Grantee may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B) that will not increase the line item by more than twenty percent (20%).
- B. The Grantee shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachments B). Conversely, Commerce may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line item amount to exceed the twenty percent (20%) threshold increase described above.

- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

6. 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.

7. INSURANCE

COMMERCE certifies that it is self-insured under the State's self-insurance liability program, and shall be responsible for losses for which it is found liable. Contractor certifies it is a current member of the Washington Cities Insurance Authority (WCIA) risk pool, and shall be responsible for losses for which it is found liable. ~~Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.~~

8. 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.

9. 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.
- D. Public Records. Nothing in this Contract is intended to restrict the Contractor from complying with the Washington Public Records Act, RCW chapter 42.56, or any other applicable law requiring disclosure of public records. If the Contractor receives a public records request that may include information COMMERCE has designated as confidential, the Contractor will provide notice to COMMERCE so they may seek any available protections. The Contractor will make the final determination regarding disclosure consistent with applicable law and will not be liable for any disclosure made in good faith compliance with the Public Records Act.
- ~~C.E.~~ Data classification and data sharing agreement. The parties anticipate that performance of this Contract will not require the exchange of Category 3 or higher data. The Contractor will not provide Category 3 or higher data to COMMERCE or to any subcontractor under this Contract, the parties will first execute a written data sharing agreement that complies with applicable law and the OCIO data classification and data sharing requirements.

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. Unless otherwise provided, all Materials produced under this Contract shall be considered works for hire, to the extent permitted by the US Copyright Act, and shall be owned by COMMERCE.

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.

Before exercising recapture, COMMERCE will provide the Contractor written notice describing the alleged noncompliance in reasonable detail and will allow the Contractor thirty (30) calendar days to cure the noncompliance or to submit a corrective action plan acceptable to COMMERCE. COMMERCE will not pursue recapture for issues that are timely cured or resolved. Any recapture amount must be limited to costs that are disallowed or not in compliance with this Contract and must be supported by a written explanation of the calculation.

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

Resilience Sub-Element SOW

Section, Steps, Tasks and Deliverables	Description	Start/End Date
Section 2	Planning and Engagement	2/2026 – 5/2026
Task 2.1	Form a Climate Advisory Team (CAT)	2/2026 – 3/2026
Task 2.2	Establish Public Engagement Strategy	Completed (6/2025)
Task 2.3	Establish Tribal Engagement Strategy	Completed (6/2025)
Task 2.3.1	Update Engagement Strategy to incorporate GHG sub-element & any changes from previous year including CAT feedback	3/2026 – 5/2026
Task 2.4	Develop a Vision Statement	3/2026 – 5/2026
Deliverable 1	Planning and Engagement: Submit a memo summarizing completion of Section 2 tasks with work samples or a copy of the completed Climate Element Workbook.	Due 5/30/2026
Section 3, Step 1	Resilience Sub-Element	3/2026 – 6/2027
Task 1.1	Identify Community Assets	2/2026 – 5/2026
Task 1.2	Explore Hazards and Changes in the Climate (draft Climate Impact Assessment) 80% completed in June 2025. For this SOW, the draft assessment will be finalized.	2/2026 – 6/2026
Task 1.3	Pair Assets and Hazards and Describe Exposure and Consequences	4/2026 – 6/2026
Task 1.4	Identify Priority Climate Hazards	6/2026

Section, Steps, Tasks and Deliverables	Description	Start/End Date
Deliverable 2	Explore Climate Impacts: Submit a memo summarizing completion of Section 3 Tasks 1.1 through 1.4 with work samples or a copy of the completed Climate Element Workbook.	Due 6/30/2026
<i>Section 3, Step 2</i>	<i>Audit Plans & Policies – this step was completed in 2025, however as we progress in the climate planning process, we acknowledge that updates may be made to the policy audit as more information becomes available. No additional budget is being requested for the policy audit as part of this grant application.</i>	<i>Completed (6/2025)</i>
Section 3, Step 3	Assess Vulnerability & Risk	4/2026 – 10/2026
Task 3.1	Assess Sensitivity	4/2026 – 5/2026
Task 3.2	Assess Adaptive Capacity	2/2026 – 9/2026
Task 3.3	Characterize Vulnerability	4/2026 – 8/2026
Task 3.4	Characterize Risk	3/2026 – 6/2026
Task 3.5	Decide Course of Action (take action or accept risk)	10/2026
Deliverable 3	Assess Vulnerability & Risk: Submit a memo summarizing completion of Tasks 3.1 through 3.5 with work samples or a copy of the completed Climate Element Workbook.	Due 10/30/2026
Section 3, Step 4	Develop Climate Resilience Sub-Element: Pursue Pathway (either update existing goals/policies and/or adopt new goals/policies)	10/2026 – 3/2027
Task 4.1	Develop Goals	10/2026 – 3/2027
Task 4.2	Develop Policies	10/2026 – 3/2027
Task 4.3	Identify Policy Co-benefits	10/2026 – 3/2027

Section, Steps, Tasks and Deliverables	Description	Start/End Date
Deliverable 4	Draft Climate Resilience Sub-Element Resilience (Pathway 2 Tasks: develop draft Resilience Sub-Element and/or updated policies): Submit a memo summarizing completion of Tasks 4.1 through 4.3 or submit a copy of completed Climate Element Workbook.	3/30/2027
Section 3, Step 5	Integrate Goals & Policies (finalize Resilience Sub-Element)	3/2027 – 6/2027
Task 5.1	Review and finalize resilience goals and policies.	3/2027 – 6/2027
Task 5.2	Present to Planning Commission & City Council for review	3/2027 – 6/2027
Deliverable 5 (Final)	Integration & Final Draft Climate Resiliency Sub-Element: Submit a memo summarizing completion of this task.	6/15/2027
Deliverable 6 (Final)	Submit documentation describing how and when overburdened communities and vulnerable populations, including tribes, were encouraged to participate in the development of the new or amended climate policies and goals per RCW 36.70A.020. For the City of Edgewood, this memo will include engagement for both sub-elements.	6/15/2027

GHG Emissions Reduction Sub-Element SOW

Section, Steps, Tasks and Deliverables	Description	Start/End Date
Section 4, Pathway 2	Conduct Community-Scale GHG Inventory (Determine Scope, Scale, and Identify All Local Emissions Sources)	2/2026 – 8/2026
Task 2.1b	Define the study area and scope of emissions	2/2026 – 3/2026
Task 2.2b	Determine baseline year	2/2026 – 3/2026
Task 2.3b	Identify study methodology	2/2026 – 3/2026

Section, Steps, Tasks and Deliverables	Description	Start/End Date
Task 3.1b	Collect Data	3/2026 – 5/2026
Task 3.2b	Develop GHG Emissions Inventory Management Plan	5/2026 – 7/2026
Task 4.1b	Quantify emissions & communicate initial analysis	4/2026 – 8/2026
Section 4, Step 4.2b	Set Emissions-Reduction Targets	8/2026
Deliverable 1	GHG Emissions Inventory: Submit a memo summarizing completion of this step with work samples or a copy of the completed Climate Element Workbook.	8/30/2026
Section 5	Develop Draft GHG Reduction Sub-Element	8/2026 – 3/2027
Section 5, Task 5.1	Explore Model Measures & Customize Goals & Policies for the City of Edgewood	8/2026 – 11/2026
Task 5.2	Prioritize Policies by Criteria including GHG reduction effectiveness, Co-benefits, & Environmental Justice criteria	12/2027 – 2/2027
Deliverable 2	Draft GHG Reduction Sub-element	03/30/2027
Section 5	Integrate Goals & Policies (finalize GHG Reduction Sub-Element)	3/2027 – 6/2027
Task 5.3	Organize GHG Reduction Sub-element for Integration & Consistency with Countywide planning	3/2027 – 5/2027
Task 5.4	Present draft CE to Plan Commission & City Council for review	3/2027 – 6/2027
Deliverable 3 (Final)	Integration & Final Draft GHG Reduction Sub-Element: Submit a memo summarizing completion of	6/15/2027

Attachment B: Budget

Deliverables	Grant Funds
Resilience Deliverable 1: Planning & Engagement	\$45,000
Resilience Deliverable 2: Explore Climate Impacts	\$35,000
Resilience Deliverable 3: Access Vulnerability & Risk	\$100,000
Resilience Deliverable 4: Draft Climate Resilience Sub-Element	\$55,000
Resilience Deliverable 5: Integration & Final Resilience Sub-Element	\$20,000
Resilience Deliverable 6: Submit documentation describing how and when overburdened communities and vulnerable populations, including tribes, were encouraged to participate in the development of the new or amended climate policies and goals per RCW 36.70A.020. For the City of Edgewood, this memo will include engagement for both sub-elements.	\$5,000
GHG Deliverable 1: GHG Emissions Inventory	\$60,000
GHG Deliverable 2: Draft GHG Reduction Sub-Element	\$55,000
GHG Deliverable 3: Integration & Final GHG Reduction Sub-Element	\$20,000
Grant Total:	\$395,000



City Of Edgewood Council Agenda Summary Sheet

Subject: Climate Element Consultant Agreement	Agenda Item #: 2.E
	For Agenda of: 2/17/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution 26-0xxx 2. DRAFT Measure Meant Professional Services Agreement (20260210)	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 02/11/2026 Dave Olson, Mayor 02/11/2026	Expenditure Required: \$320,000.00
	Amount Budgeted: \$395,000.00 (Grant Funded)
	Timeline: 02/17/2026 SS 02/24/2026 RCM

Summary Statement:

The City is required by RCW 36.70A.130(5) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2029, to ensure they comply with the state Growth Management Act (Act) and the requirements of House Bill 1181 (Chapter 228, Laws of 2023). The City Council reviewed a draft resolution earlier tonight that would authorize the Mayor to execute an agreement with the Washington State Department of Commerce for \$395,000.00 in remaining grant funds, to be reimbursed to the City upon delivery of key documents including but not limited to a finished Climate Element for the City's Comprehensive Plan, with Resiliency and Greenhouse Gas (GHG) Reduction Sub-elements, by June 15, 2027.

the City Council previously awarded a contract to Measure Meant Consulting, Inc. (Measure Meant) under Resolution 25-0762 on January 14, 2025, following a competitive solicitation process that reserved the City's right to retain the services of the successful firm for future work. Staff has negotiated an acceptable scope of work and budget with Measure Meant, totaling \$320,000.00, and recommends Council consider the attached authorizing resolution and contract.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Climate Element Consultant Agreement

Fiscal Note/Consideration:

The total amount awarded for this phase of the grant is \$395,000, and Measure Meant has requested \$320,000 to complete the work, resulting in a net positive on the general fund budget of \$75,000. While not

currently in the 2026 budget, staff will prepare the necessary budget amendment upon Council's authorization.

RESOLUTION NO. 26-0XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AWARDED THE CONTRACT FOR THE CLIMATE ELEMENT PREPARATION PHASE 2 TO MEASURE MEANT CONSULTING, INC., IN THE AMOUNT OF \$320,000.00

WHEREAS, the City is required by RCW 36.70A.130(5) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2029, to ensure they comply with the state Growth Management Act (Act) and the requirements of House Bill 1181 (Chapter 228, Laws of 2023); and

WHEREAS, the City Council approved Resolution 26-0xxx on February 24, 2026, authorizing the Mayor to execute an Interagency Agreement with the Washington State Department of Commerce, Contract Number 26-63330-157, for grant funds in the total amount of \$395,000.00 to be reimbursed to the City upon delivery of key documents including but not limited to a finished Climate Element for the City's Comprehensive Plan, with Resiliency and Greenhouse Gas (GHG) Reduction Sub-elements, by June 15, 2027; and

WHEREAS, the City Council previously awarded a contract to Measure Meant Consulting, Inc. (Measure Meant) under Resolution 25-0762 on January 14, 2025, following a competitive solicitation process that reserved the City's right to retain the services of the successful firm for future work; and

WHEREAS, staff negotiated an acceptable scope of work and budget with Measure Meant, totaling \$320,000.00; and

WHEREAS, the City Council considered staff's recommendation during its regular Council meeting of February 24, 2026, and determined that the contract for the Climate Element Preparation Phase 2 should be awarded to Measure Meant;

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

Section 1. Contract Authorized. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Measure Meant Consulting, Inc. in the amount of \$320,000.00 for the Climate Element Preparation required by HB 1181. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 27TH DAY OF FEBRUARY, 2026

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

DRAFT

Exhibit A

Professional Services Agreement between the City of Edgewood and
Measure Meant Consulting, Inc. for the Climate Element Preparation required by HB 1181

DRAFT

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 24th day of February, 2026, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "**CITY**")
10440 Dom Calata Way E
Edgewood, Washington 98372
Contact: Mayor Dave Olson
Phone: (253) 952-3299

and Measure Meant Consulting, Inc., a social purpose corporation organized under the laws of the State of Washington, doing business at:

Measure Meant (hereinafter the "**CONSULTANT**")
25 W Main Ave
Spokane, WA, 99201
Contact: Kara Odegard, Founding Partner
Phone: (509) 939-8665

for professional services in connection with the following Project:

Climate Element Preparation Phase 2 – HB 1181

TERMS AND CONDITIONS

1. Services by Consultant.

A. The Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

The Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond the Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. **Terms.** This Agreement shall commence on February 24, 2026, ("Commencement Date") and shall terminate on December 31, 2027 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☒ LUMP SUM. Compensation for these services shall be a Lump Sum not to exceed \$320,000.00, as detailed in Exhibit "A", which includes all applicable tax.
- ☐ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$_____, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "A".
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____".
- ☐ OTHER. _____

5. Payment.

A. The Consultant shall complete monthly project updates, including progress reports against each deliverable, and submit them along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. The Consultant shall obtain a City of Edgewood business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for the City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to City, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

C. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. The Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. Upon termination of this Agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in the Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification / Hold Harmless. The Consultant shall defend (except for claims arising from alleged professional negligence), indemnify and hold the City, its officers, officials, employees and volunteers ("Indemnitees") harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence and/or willful misconduct of the Indemnitees.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity

under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- B. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

- 1. Automobile Liability: It is understood that Measure Meant does not own company vehicles nor does Measure Meant carry automobile insurance for employees. Each employee and permitted subcontractor must ensure their own individual auto insurance coverage with a \$500,000 combined single limit per accident for bodily injury and property damage.
- 2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 4. Professional Liability insurance appropriate to the Consultant's profession.

- C. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

- 1. Automobile Liability: Not applicable, see B.1 above.
- 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.
- 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. City Full Availability of Consultant Limits

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

E. Other Insurance Provisions

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

F. Acceptability of Insurers

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

G. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation.

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

I. Failure to Maintain Insurance.

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

14. Assigning or Subcontracting. The Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to the Consultant or by the Consultant to the City shall be in writing and delivered to the parties at the following addresses:

CITY OF EDGEWOOD

Josh Kubitz, Planning Manager
10440 Dom Calata Way E
Edgewood, WA 98372

Phone: 253-952-3299

Email: josh@cityofedgewood.org

MEASURE MEANT

Kara Odegard, Founding Partner
25 W Main Ave
Spokane, WA 99201

Phone: 509-939-8665

Email: kara@measurepnw.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. This Agreement, including any attached Exhibits, constitutes the entire agreement between the parties regarding its subject matter. It supersedes all prior verbal or written statements made by any representative of the City. Such prior statements shall not be considered part of,

nor alter in any way, the terms of this Agreement or its associated documents. All attached Exhibits, regardless of their date relative to the execution of this Agreement, are incorporated herein and form an integral part of the Agreement. In the event of any conflict between the terms of this Agreement and the language in any attached Exhibit, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____

Dave Olson
Mayor

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

By: _____

Maili Barber
City Attorney

EXHIBIT A Scope of Work & Rate Schedule

Scope of Work

The services Measure Meant will provide to the City of Edgewood are summarized in Tables 1 & 2 below. Timelines are estimates based on Measure Meant's availability and current understanding of the project's scope. Timelines are subject to change.

This second phase of the City's climate work is divided into two sets of deliverables. There is one set of deliverables for the Resilience Sub-Element and one set of deliverables for the GHG Reduction Sub-Element.

Table 1: Resilience Sub-element Schedule of Work

Section, Steps, Tasks, & Deliverables	Description	Estimated Timeline
Section 2	Planning & Engagement	2/2026 – 5/2026
Task 2.1	Form a Climate Advisory Team (CAT)	2/2026 – 3/2026
Task 2.3.1	Update public engagement strategy to incorporate both sub-elements, including any changes to the draft plan (2025) to ensure ongoing, meaningful engagement throughout the project timeline; incorporate CAT feedback	3/2026 – 5/2026
Task 2.4	Develop Vision Statement in collaboration w/ CAT	3/2026 – 5/2026
Resilience Deliverable 1	Planning & Engagement: Submit memo summarizing completion of section 2 tasks with work samples	Due 5/30/2026
Section 3, Step 2	Resilience Sub-Element	3/2026 – 6/2027
Task 1.1	Identify Community Assets	2/2026 – 5/2026
Task 1.2	Explore hazards & changes in the climate – Review & update draft Climate Impact Report (2025); review & update existing Policy Audit & Gap Analysis (2025), incorporate feedback from the CAT	2/2026 – 6/2026
Task 1.3	Pair assets and hazards; describe exposure & consequence; incorporate feedback from CAT	4/2026 – 6/2026
Task 1.4	Identify priority climate hazards and impacted assets	6/2026
Resilience Deliverable 2	Submit 1) memo summarizing completion of tasks 1.1 through 1.4; 2) a copy of the City's Vulnerability Assessment Tool (VAT); 3) a copy of the updated Climate Impact Report; 4) a copy of the updated Policy Audit	Due 6/30/2026
Section 3, step 3	Assess Risk & Vulnerability	4/2026 – 10/2026
Task 3.1	Assess Sensitivity	4/2026 – 5/2026
Task 3.2	Assess Adaptive Capacity	2/2026 – 9/2026
Task 3.3	Characterize Vulnerability	4/2026 – 8/2026

Revised 2/2026

Section, Steps, Tasks, & Deliverables	Description	Estimated Timeline
Task 3.4	Characterize Risk	3/2026 – 6/2026
Task 3.5	Finalize Climate Risk & Vulnerability Assessment & Decide course of action (take action or accept risk)	10/2026
Resilience Deliverable 3	Submit memo summarizing completion of tasks 3.1-3.5 including a copy of the updated VAT	Due 10/30/2026
Section 3, Step 4	Develop Draft Climate Resilience Sub-Element: Pursue Pathway (either update existing goals/policies and/or adopt new goals/policies)	10/2026 – 3/2027
Task 4.1	Develop goals	10/2026 – 3/2027
Task 4.2	Develop policies	10/2026 – 3/2027
Task 4.3	Identify policy co-benefits	10/2026 – 3/2027
Resilience Deliverable 4	Draft Climate Resilience Sub-Element Resilience (Pathway 2 Tasks: develop draft Resilience Sub-Element and/or updated policies): Submit a memo summarizing completion of Tasks 4.1 through 4.3 or submit a copy of completed Climate Element Workbook.	3/30/2027
Section 3, Step 5	Integrate Goals & Policies (finalize Resilience Sub-Element)	3/2027 – 6/2027
Task 5.1	Review & Finalize resilience goals & policies	3/2027 – 6/2027
Task 5.2	Present to Planning Commission & City Council for review	3/2027 – 6/2027
Resilience Deliverable 5	Integration & Final Draft Climate Resilience Sub-Element: Submit a memo summarizing completion of this step. Submit the final draft sub-element.	6/15/2027
Resilience Deliverable 6	Submit documentation describing how and when overburdened communities and vulnerable populations, including tribes, were encouraged to participate in the development of the new or amended climate policies and goals per RCW 36.70A.020. For the City of Edgewood, this memo will include engagement for both sub-elements.	6/15/2027

Table 2: GHG Reduction Sub-element Schedule of Work

Section, Steps, Tasks, & Deliverables	Description	Estimated Timeline
Section 4, Pathway 2	Conduct Community-Scale GHG Inventory (Determine Scope, Scale, and Identify All Local Emissions Sources)	2/2026 – 8/2026
Task 2.1b	Define the study area and scope of emissions	2/2026 – 3/2026
Task 2.2b	Determine baseline year	2/2026 – 3/2026
Task 2.3b	Identify study methodology	2/2026 – 3/2026
Task 3.1b	Collect data	3/2026 – 5/2026
Task 3.2b	Develop GHG emissions inventory management plan	5/2026 – 7/2026
Task 4.1b	Quantify emissions & communicate initial analysis	4/2026 – 8/2026
Section 4, step 4.2b	Set emissions reduction targets	8/2026
GHG Deliverable 1	GHG Emissions Inventory: Submit a memo summarizing completion of this step with work samples or a copy of the completed Climate Element Workbook.	Due 8/30/2026
Section 5	Develop Draft GHG Reduction Sub-Element	8/2026 – 3/2027
Task 5.1	Explore model measures & customize goals & policies for the City of Edgewood	8/2026 – 11/2026
Task 5.2	Prioritize policies by criteria including GHG reduction potential, co-benefits, & environmental justice criteria; Incorporate CAT feedback	12/2026 – 3/2027
GHG Deliverable 2	Draft GHG Reduction Sub-element; submit memo summarizing tasks 5.1, 5.2	Due 3/30/2027
Section 5	Integrate GHG Reduction Goals & Policies (finalize draft GHG Reduction sub-element)	3/2027 – 6/2027
Task 5.3	Organize GHG Reduction sub-element for integration and consistency with countywide planning	3/2027 – 5/2027
Task 5.4	Present to Planning Commission & City Council for review	3/2027 – 6/2027
GHG Deliverable 3	Integration & Final Draft GHG Reduction Sub-element: Submit a memo summarizing completion of this deliverable along with final draft sub-element	Due 6/15/2027

Accountability

To ensure the best outcomes for this project, Measure Meant and the City of Edgewood agree to uphold the following accountabilities:

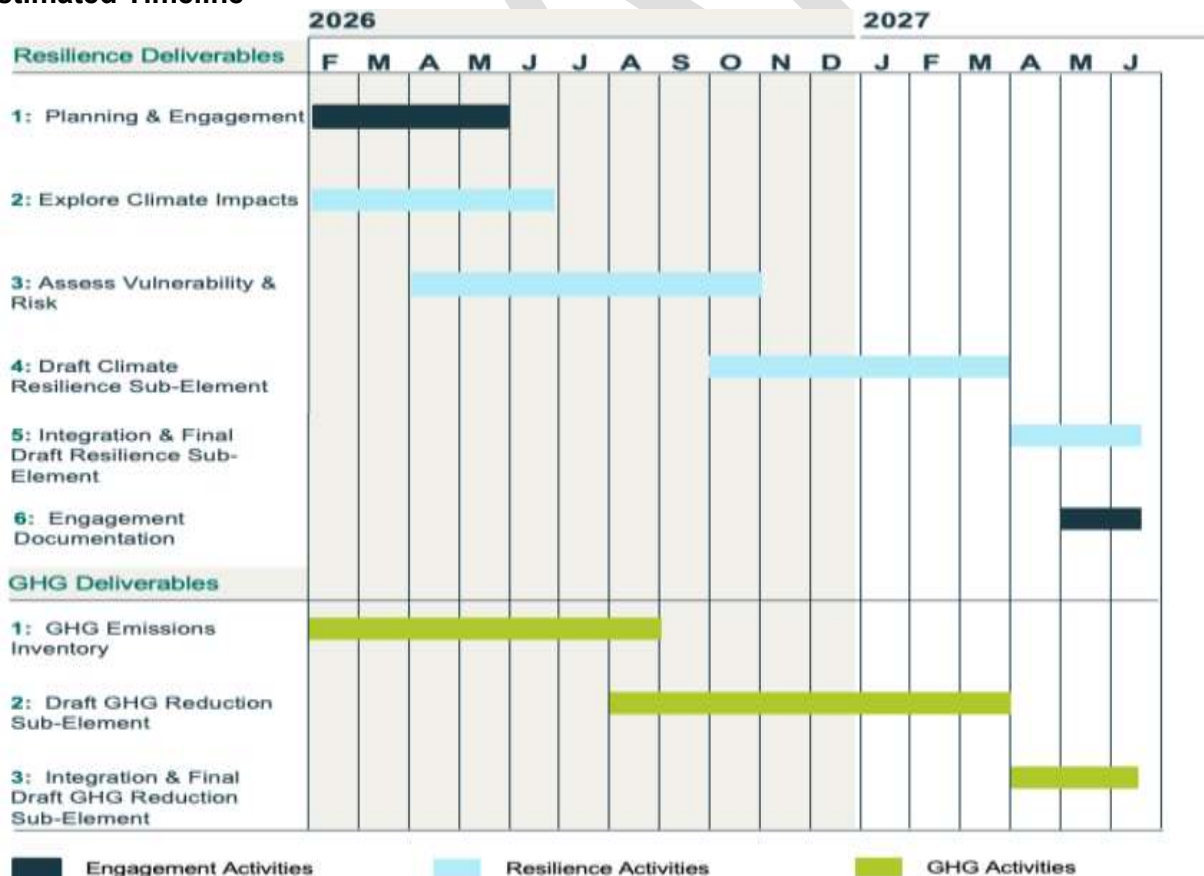
Measure Meant is accountable for:

- Leading the project, providing information, expertise, and resources to complete deliverables that satisfy the Washington State Department of Commerce guidelines
- Acting on behalf of the City when needed and when the City gives permission to obtain information and engage other parties that may need to be involved with any completion of deliverables
- Providing research, reports, and relevant data throughout the project
- Keeping the City updated with monthly progress reports and notifying the City of any roadblocks
- Facilitating the Climate Advisory Team meetings

The City is accountable for:

- Creating transparency into local government practices to support the accurate completion of the deliverables
- Providing data and documentation specific to any deliverables outlined in this schedule of work
- Ensuring that staff is available for meetings, reviewing draft material, and providing information as requested by Measure Meant to produce the project outcomes

Estimated Timeline



Revised 2/2026

Rate Schedule

Measure Meant will invoice the City of Edgewood monthly starting in March 2026.

Table 3: Rate Schedule

Billing Month	Active Project Tasks – these are the estimated tasks our project team will focus on during each month.	Rate Invoiced
Mar '26	Kickoff & planning; review & update public participation plan; establish CAT; review phase 1 materials to identify gaps and timeline for updates; begin collecting data for GHG inventory	\$20,000
Apr '26	CAT Kickoff, Develop vision statement & guiding principles, begin Climate Risk & Vulnerability Assessment (CRVA), update Climate Impact Report, Continue public engagement	\$20,000
May '26	Continue CRVA, continue GHG Inventory, monthly CAT meetings, continue entangement, update Climate Impact Report, update Policy Audit	\$20,000
June '26	Continue CRVA, continue GHG Inventory, monthly CAT meetings, continue entangement, finalize Climate Impact Report & Policy Audit	\$20,000
Jul '26	Continue CRVA, continue GHG Inventory, monthly CAT meetings, continue entangement	\$20,000
Aug '26	Continue CRVA, Finalize GHG Inventory, monthly CAT meetings, continue entangement	\$20,000
Sept '26	Continue CRVA, share GHG Inventory findings and adjust with feedback, monthly CAT meetings, continue entangement	\$20,000
Oct '26	Finalize CRVA, continue GHG Inventory, monthly CAT meetings, continue entangement	\$20,000
Nov '26	Develop goals & policies for both sub-elements, continue engagement	\$20,000
Dec '26	Develop goals & policies for both sub-elements, continue engagement	\$20,000
Jan '27	Develop goals & policies for both sub-elements, continue engagement	\$20,000
Feb '27	Develop goals & policies for both sub-elements, continue engagement	\$20,000
Mar '27	Complete draft of both sub-elements, continue engagement	\$20,000
Apr '27	Share drafts with Planning Commission & City Council; conduct public engagement; incorporate feedback	\$20,000
May '27	Share drafts with Planning Commission & City Council; conduct public engagement; incorporate feedback	\$20,000
June '27	Finalize draft Climate Element; project closeout	\$20,000
Total Project Fees		\$320,000



City Of Edgewood Council Agenda Summary Sheet

Subject: Fee Schedule Update	Agenda Item #: 2.F
	For Agenda of: 2/17/2026
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Fee Schedule (Redline 2026-02-17) 2. DRAFT Fee Schedule (Clean 2026-02-17)	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 02/11/2026 Dave Olson, Mayor 02/11/2026	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 02/03/2026 SS 02/17/2026 SS 02/24/2026 RCM (tentative)

Summary Statement: The City of Edgewood Fee Schedule, adopted pursuant to Edgewood Municipal Code (EMC) Chapter 3.35, was last comprehensively reviewed and updated in late 2023, and there have only been updates to Temporary Use Permit and Impact Fees since. In general, cities may collect reasonable fees to cover the direct and indirect costs associated with an activity, including administrative overhead. Fees cannot exceed the actual reasonable cost, except where specifically authorized by state law.

Attached for Council's review are redlined and clean copies of the proposed draft fee schedule. The City Council first discussed this item at their last study session (see Item History for links). There have been two minor changes since: The Franchise Agreement fee now includes a minimum deposit for City Attorney costs, and the Road Cut Fees listed in EMC are more clearly detailed in the fee schedule. Also, in response to prior discussion, the proposed "Tree Replacement Fee In-Lieu" includes the following costs:

- Purchase of the replacement tree, which must meet the minimum landscaping standards in EMC 18.90.090(E) - *current market value of \$250 to \$400 each*
- Staff time to install and maintain the tree for two years - *at least two hours per tree*

Staff is bringing the draft fee schedule back to the Council this evening for further discussion and direction. Per [EMC 3.35.020](#), "Approvals of schedule revisions shall be by resolution." Staff is prepared to provide an adopting resolution for Council's review as soon as next week.

Item History:

February 3, 2026 Study Session: [Meeting Materials](#), [Recording](#)

Recommended Action:

Hold a discussion and provide staff guidance regarding Fee Schedule Update

Fiscal Note/Consideration:

To truly cover the costs of development review activity with development revenues, permit and application fees must be evaluated and reset periodically. The draft fee schedule presented herein accomplishes this by establishing a new hourly rate and verifying the fees being charged cover the anticipated staff hours needed for each application type. The approved 2026 budget did not assume any changes to these fees.



Fee Schedule

Effective ~~January~~ March 1, 2026 | ~~Ordinance~~ Resolution No. ~~256-~~
~~0690~~ XXX

City of Edgewood ■ 10440 Dom Calata Way East ■ Edgewood, Washington 98372-0101 ■ 253-952-3299

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GENERAL POLICIES

Hourly Rate Schedule

Hourly rates include wages, benefits, overhead, and equipment. ~~R~~These rates apply to [fees as noted herein](#)~~administrative review which involve deposits, any City~~ staff time in addition to normal processing ([see page 4](#)), or any review or service for which a fee is not established [herein](#).

Category	Rate / Hour
City Staff	\$133 160.00
City Attorney	Actual Cost ¹

Deposits for Actual Costs

Where noted in the fee schedule, ~~d as a "Deposit"~~s, [the applicant must pay for all](#) ~~for~~ actual costs ~~are meant to reimburse the City for the costs~~ incurred by the City for [applicable](#) third-party planning, engineering, legal, [publication](#), or other professional services. [The amounts listed herein are typical minimums informed by recent activity, and applicants should not anticipate a refund of these amounts.](#) Deposits will be administered consistent with [Edgewood Municipal Code \(EMC\) 3.35.030](#).

Refunds

Fees and charges are non-refundable, except as specifically authorized in the EMC. Here are some quick EMC references as of the date of this Fee Schedule:

- Fees and Charges for City Services - [EMC 3.35.080](#)
- School Impact Fees – [EMC 4.10.130](#)
- Park Impact Fees – [EMC 4.20.090](#)
- Traffic Impact Fees – [EMC 4.30.110](#)
- Business Licenses – [EMC 5.05.120](#)
- Storm Drainage and Surface Water Management Utility – EMC [13.10.110](#) and [.120](#)

Miscellaneous Fees

Procedure / Process	Fee
Appeal of Administrative Decision	\$425 1,200.00
Hearing Examiner Reconsideration	\$0 500.00
Lease of City Property (Chapter 12.18 EMC)	
Initial Review	\$5,000.00 Deposit
City Staff / City Attorney Actual Costs	See Hourly Rate Schedule
Lease Rate	See EMC 12.18.070
Other Approval, Inspection, License, Permit, or Review Not Listed	Hourly Rate (1 hour minimum)
Returned Check / Insufficient Funds	\$50.00

¹ As of January 1, 2026, this hourly rate is \$500.

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

Depending on the scope and complexity of a project, multiple permits may be required. ~~Please~~ *Please* contact the City *with questions or to obtain* ~~for~~ a fee estimate. The permit and review fees *included below* do not include any fees for licenses, permits and/or approvals required by other *(external)* local, state, or federal agencies or utilities.

Fees Due at Permit *and/or Land Use* Application:

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

Fees Due at Permit Issuance:

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

Fees Due ~~After Permit Issuance and~~ Prior to Final Approval *of Permit and/or Land Use Application*:

- Work that is not complete or ready at the time of inspection shall be charged a re-inspection fee, *which*. ~~Re-inspection fees~~ must be paid prior to requesting a new inspection.
- Any and all* remaining fees *(including third-party charges)* shall be paid prior to final approval.

Table DEV-1: General Development Fees and Charges

Fee Type	Fee
Change of Land Use and/or Construction Type or Occupancy	\$470 500.00 ²
Financial Guarantees (Bonds, Cash Deposits, Sureties, or Other Mechanism <i>Assignment of Funds</i>)	See Applicable EMC ³
<i>Administrative Setup Fee</i>	<i>\$160.00</i>
<i>Closeout Inspection Fee</i>	<i>\$180.00</i>
Outside Consultant / Third-Party Review, <i>when applicable (EMC 3.35.030)</i>	Actual Cost
<i>Plus Administrative Setup Fee (per consultant)</i>	<i>\$200.00</i>
<i>Plus Invoicing and Payment Collection Fee (if applicable)</i>	<i>\$40.00 per invoice</i>
Other Inspection Fees	
Re-Inspection (Min. 1-Hour Charge)	Hourly Rate
Overtime / Outside Normal Business Hours (Min. 2-Hour Charge)	1.5 x Hourly Rate

² Traffic review may also apply. See Table E-7.

³ ~~Subject to an administrative fee of one (1) hour plus one (1) hour per inspection for applications approved under Process II (EMC 18.40.090) or Process III (EMC 18.40.100).~~

Fee Type	Fee
Inspection of Unauthorized Work	2.0 x Hourly Rate
Pre-Application Conference Meeting (EMC 18.40.130)	\$985.00
Tier 1 + (Summary Comment Letter)	\$500.00
Tier 2) (One Hour Meeting with Staff)	\$650.00
Unauthorized / Unpermitted Work (EMC 3.35.090) ⁴ Plus Critical Areas Investigation Fee, when applicable (EMC 14.10.120(E)) Plus Outside Consultant / Third-Party Review (if needed)	2.0 x Permit Fees (\$500.00 minimum) Hourly Rate Actual Cost, etc. (see above)
Permit or Approval Extension Request (EMC 18.40.090(L))	\$200.00

⁴ Any work completed without required permits may be charged double for all [Environmental and Land Use application fees](#) and construction permit fees (engineering, building, fire, mechanical, and/or plumbing), pursuant to EMC 3.35.090. ~~P~~Other plan review and inspection fees, if applicable, will be charged at the normal rate.

Environmental and Land Use

Table ELU-1: Environmental Reviews

Review Type	Fee
Critical Areas Review (Title 14 EMC)	
Critical Areas Review Checklist (CARC) ⁵ incl. TPCHD septic application review	\$60 75.00
One-Principal Dwelling Wetland Certification	\$400 .00
Fish and Wildlife Habitat (Stream) Review or Wetland Review	\$400 .00 500 .00
Plus Outside Consultant / Third-Party Review Fee	See Table DEV-1 ⁶
Flood Hazard Development Permit	\$400 500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Aquifer Recharge Hazardous Use Review	Hourly \$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Volcanic, Landslide, Seismic, and Erosion Hazard Area Impact Review All-Other	\$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Reasonable Use Permit (EMC 14.30.050)	\$5,23 ,750.00
Variance (Flood Hazard or Other – EMC 14.10.100)	\$5,23 ,750.00
Critical Area Signage	\$2.00 per sign
Mitigation Compliance Monitoring	
Staff Review of Periodic Monitoring Report Review (paid each year)	\$250.00 per Report
Plus Outside Consultant / Third-Party Review and Inspection (if needed)	See Table DEV-1
State Environmental Policy Act (SEPA) Review (Chapter 20.05 EMC)	
DNS/MDNS, All Uses	
Environmental Review and Determination	\$1,251 ,400.00
Prior Decision Adoption, Modification or Addendum	\$1,000 .00
Environmental Impact Statement (EIS)	
New or Supplemental	\$5,000.00 Deposit
Plus Outside Consultant / Third-Party Review Consultants	See Table DEV-1
Plus City Attorney Review Costs Fee	Actual Cost
Addendum	\$1,000.00 Deposit
Documented Exemption (if requested by external agency) ⁷	\$12 50.00
SEPA Determination Newspaper Notice (per notice) ⁸	\$400 .00 Deposit

⁵ A ~~Critical Areas Review Checklist (CARC)~~ identifies potential critical areas located on a subject site, ~~and~~ what studies will be required ~~for complete to apply for~~ permit ~~application(s) to the city, and~~ ~~A CARC~~ may ~~also~~ support ~~application submittals to review by~~ other agencies (e.g. ~~on-site~~ septic ~~systems review~~).

⁶ ~~To streamline application intake, the estimated cost~~ ~~Deposit~~ for this Third-Party Review ~~Fee~~ is as follows: Subdivision 1st Review = \$3,000.00; Other 1st Review = \$2,500.00; Subsequent Reviews = \$1,500.00 each

⁷ ~~For~~ Certain projects with state, federal, or other outside funding, ~~SEPA may require~~ documentation ~~is required by the funding agency even when demonstrating~~ the proposal is exempt from SEPA review.

⁸ ~~Actual publication costs for this item ranged from \$415 to \$450 in 2025.~~

Review Type	Fee
Significant Tree Preservation Review Removal Permit (EMC 18.90.180)	
Residential Use	\$150.00
Hazardous Tree Removal	\$75.00
Significant Tree / Critical Area Tree Retention Plan Review	\$175.00
Subdivision/Nonresidential/ Multifamily Use	
Hazardous Tree Removal	\$160.00
Significant Tree / Critical Area Tree Retention Plan Review	
Sites up to 1.0 acre in area	\$360.00
Sites from 1.01 to 5.0 acres in area	\$650.00
Sites greater than 5.0 acres in area	\$800.00
Tree Replacement Fee In-Lieu (EMC 18.90.180(D)(4)(b))	\$600.00 per tree

Table ELU-2: Land Use Reviews

Review Type	Fee
Administrative Use Permit (EMC 18.50.030)	\$3,02,700.00
Binding Site Plan (Chapter 16.05 EMC)	
Commercial, Industrial, or 1-4 Dwelling Units (Administrative Decision)	
Preliminary Approval	\$4,154,600.00
Final Approval	\$1,0651,250.00
Amendment, Modification, or Vacation	\$4,153,700.00
5+ Dwelling Units (Hearing Examiner Decision)	
Preliminary Approval	\$76,000.00
Plus Hearing Examiner	\$3,000.00 Deposit
Final Approval	\$3,51,900.00
Amendment, Modification, or Vacation (EMC 16.05.080 and Chapter 16.07 EMC)	\$74,000.00
Boundary Line Adjustment or Lot Combination (Chapter 16.02 EMC)	\$1,600,065.00
Lot Combination / Lot Line Elimination (results in only one legal parcel remaining)	\$1,000.00
Comprehensive Plan Map and/or Text Amendment (Chapter 18.60 EMC)	\$8,7154,500.00
Plus City Attorney and/or Outside Consultant / Third-Party Review (Table DEV-1)	\$2,000.00 Deposit
Conditional Use Permit (EMC 18.50.040)	\$5,255,000.00
Plus Hearing Examiner	\$3,000.00 Deposit
Design Standards Review (EMC 18.50.050)	\$3,000.00
Principal Dwelling / Middle Housing / ADU / Garage	\$320.00
Design Deviation Request (each)	\$120.00
Non-Residential / Multifamily	
up to 12,000 sq. ft. gross floor area (GFA)	\$2,400.00
12,001 to 20,000 sq. ft. GFA	\$3,000.00
Greater than 20,000 sq. ft. GFA	\$3,600.00

Review Type	Fee
Development Agreement (Chapter 18.55 EMC) Plus City Attorney Review Costs Fee	\$11,505,250.00 Actual Cost
Essential Public Facility Permit (EMC 18.50.060) Plus Hearing Examiner	See Conditional Use Permit \$5,250.00 Actual Cost
Nonconforming Use Permit (EMC 18.50.045) Plus Hearing Examiner	See Conditional Use Permit \$5,250.00 Actual Cost
Residential Cluster Development (EMC 18.50.035) Plus Hearing Examiner	See Conditional Use Permit \$5,250.00 Actual Cost
Rezone Site-Specific, with Comprehensive Plan Amendment (Chapter 18.60 EMC) Site-Specific, w/o Comprehensive Plan Amendment (EMC 18.40.110) Plus Hearing Examiner	See Comprehensive Plan Map and/or Text Amendment \$8,715.00 \$5,253,600.00 \$3,000.00 Deposit
Sign Reviews Individual Signs (each) Building Permit Land Use Review Master Sign Plan (EMC 18.97.270) Sign Variance (EMC 18.97.280) Plus Hearing Examiner	See Table B-1 \$200.00 \$5200.00 \$5,253,840.00 \$3,000.00 Deposit
Subdivision (Title 16 EMC) Neighborhood Meeting Short Subdivision (2-6 Lots – Chapter 16.03 EMC) Preliminary Review Minor Modification to Preliminary Approval Final Approval Alteration of Recorded Short Subdivision (Chapter 16.07 EMC) Vacation of Recorded Short Subdivision (Chapter 16.07 EMC) Full Subdivision (7+ Lots – Chapter 16.04 EMC) Preliminary Review Plus Fee Per Lot Plus Hearing Examiner Minor Modification to Preliminary Approval Final Approval Plus Fee Per Lot Alteration of Recorded Full Subdivision (Chapter 16.07 EMC)	\$430,240.00 \$4,154,400.00 \$1,065,120.00 \$2,075,160.00 \$2,075,192.00 \$1,065,120.00 \$7,06,400.00 \$135,150.00 \$5,000.00 Deposit \$1,751,920.00 \$3,52,700.00 \$135,60.00 \$3,52,700.00

Review Type	Fee
Vacation of Recorded Full Subdivision (Chapter 16.07 EMC)	\$1,751 680.00
Temporary Use Permit (EMC 18.50.070)	
Neighborhood or Community Garage Sales and Moving Sales	\$0.00
Non-Profit Entities or Government Agencies	\$100.00
All Other Uses, Including Other Sales of Personal Belongings	\$500.00
Wireless Communication Facilities (EMC 18.100.110)	
Antenna Array, New – Administrative Use Permit (AUP)	See fee, above \$3,000.00
Eligible Facility Modification Request	\$50 50.00
Communication Tower, New	
Administrative Use Permit (AUP) – See (EMC 18.100.110(E) – Table 1)	See fee, above \$3,000.00
Conditional Use Permit (CUP) – See (EMC 18.100.110(E) – Table 2)	See fee, above \$5,250.00
Plus Hearing Examiner	Actual Cost
Small Wireless Facilities, Outside of Public Right-of-Way ⁹	\$50 50.00
Variance (EMC 18.50.080)	
Administrative Variance (Process II Decision)	\$3,02 800.00
Regular Variance (Process III Decision)	\$5,25 4,200.00
Plus Hearing Examiner	\$3,000.00 Deposit

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

Procedure / Process	Fee
Code Interpretation (EMC 18.50.020)	\$1,500.00
Plus City Attorney Review Costs Fee (if needed)	Actual Cost
Code Amendment (Development Regulations – Chapter 18.60 EMC)	No Charge \$1,500.00
Plus City Attorney Review Costs (if needed)	Actual Cost
Environmental or Land Use Permit Extensions	
Process II Permit Extension (EMC 18.40.090(L))	\$135.00
Process III Permit Extension (EMC 18.40.100(M))	\$135.00
Nonconforming Use Letter (EMC 18.90.110(M))	\$1,52 000.00
Plus City Attorney Review Costs Fee (if needed)	Actual Cost
Zoning Confirmation / Verification Letter	\$23 00.00
Other Land Use Reviews	
Nonresidential / Multifamily Building Design Compliance (per building)	\$400.00
Other Building Permit Reviews (each)	\$160.00
Other Construction Permit Compliance (with no associated land use application)	\$80.00
Final Landscape Plan Review (after land use approval, with site development)	
Sites up to 1.0 acre in area	\$320.00

⁹ For small wireless facilities within the public right-of-way, ~~see~~ [use](#) Table E-3. A Master Use Permit or Franchise Agreement and a Right-of-Way Permit are required ([EMC 18.100.110\(D\)](#)).

Procedure / Process	Fee
Sites from 1.01 to 5.0 acres in area	\$560.00
Sites greater than 5.0 acres in area	\$800.00

Engineering

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

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

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

Table E-2: Clearing and Grading Permit Fees

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

Quantity (Cubic Yards / CY)	Permit Fee	Plan Review Fee
Up to 50.00 CY, w/o Critical Areas	Exempt	Exempt
Up to 50.00 CY, w/ Critical Areas	\$13 50.00	\$15 200.00
50.01 – 100.00 CY	\$15 400.00	\$1 250.00
100.01 – 1,000.00 CY	\$15 400.00 for the first 100.00 CY Plus \$37.5 15.00 for each additional 100.00 CY or fraction thereof, up to and including 1,000.00 CY	80% of Permit Fee
1,000.01 – 10,000.00 CY	\$487.5 535.00 for the first 1,000.00 CY Plus \$13.5 15.00 for each additional 1,000.00 CY or fraction thereof, up to and including 10,000.00 CY	80% of Permit Fee
10,000.01 – 100,000.00 CY	\$609 670.00 for the first 10,000.00 CY Plus \$60 9.00 for each additional 10,000.00 CY or fraction thereof, up to and including 100,000.00 CY	80% of Permit Fee
100,000.01 CY and up	\$1,210 30 .00 for the first 100,000.00 CY Plus \$50.00 for each additional 10,000.00 CY or fraction thereof	80% of Permit Fee

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

Permit Type	Permit Fee
Access Permits	
Driveway Permit ¹⁰	\$400.00
Vehicle Access / Security Gate Permit	Use Table B-2

¹⁰ Includes one (1) inspection. Additional inspections will be charged hourly [rates](#) – see Table DEV-1.

Permit Type	Permit Fee
Master Use Permit (Cable and Telecommunication Providers) ¹¹	See EMC 12.08.070
Overweight Commercial Vehicle Permit (Over 24,000 GVW – EMC 10.05.060) Plus Annual Renewal and Inspection Fee ⁹	\$400.00 / initial \$250 65.00 / year
Right-of-Way Permit (Temporary or Permanent Disturbance of Right-of-Way) Alternative Annual Permit (Franchisees) Single Activity ⁹ Plus Public Road Cut Deposit Fee (EMC 12.06.110) Chip Seal Surfaces, under 180 square feet Chip Seal Surfaces, 180 square feet or more Plus trench length over 100 feet Asphalt or Concrete Surfaces, under 960 square feet Asphalt or Concrete Surfaces, 960 square feet or more	See EMC 12.06.095 \$400.00 See EMC 12.06.110 \$4.60 per square foot \$828.00 \$828.00 per 100 lineal feet \$4.00 per square foot \$3,840.00 per 100 lineal feet
Roadway Development Review Fees, Public or Private (Chapter 12.05 EMC) ¹² Private Access, Shared Access Driveway, or Private Roadway Residential (1-2 Units), Subdivision (2 Lots) ⁹ Commercial, Industrial, Public, Residential (3+ Units), Subdivision (3-6 Lots) Plus Road Inspection Fee (Minimum 2 Hours) Subdivision (7 or More Lots) Plus Fee per Lineal Foot (LF) of Roadway Centerline Plus Road Inspection Fee (Minimum 2 Hours per 500 LF) Public Roadways (onsite or fronting / abutting the project) Plus Fee per Lineal Foot (LF) of Roadway Centerline Plus Road Inspection Fee (Minimum 2 Hours per 500 LF)	 \$400.00 \$800.00 Hourly Rate (\$320.00 min.) \$800.00 \$3. 0 20 / LF Hourly Rate \$800.00 \$3. 0 20 / LF Hourly Rate
Road Deviation / Technical Equivalency Request (EMC 12.05.010 / PCC 17B.10.090)	\$50 650.00
Street Use Permit (Temporary, Limited Use – Chapter 12.16 EMC) Commercial Development Uses Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee Single-Family Residential Uses Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee Non-Franchise Utility Occupation Plus Annual Issuance Fee Temporary Street Uses, Events, or Closures Plus Weekly Fee Temporary Signage Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee	 \$3 5000 .00 Hourly Rate (\$160.00 min.) \$15 160.00 / year \$30 250.00 Hourly Rate (\$160.00 min.) \$100 80.00 / year \$200 175.00 \$150 80.00 / year \$2 5000 .00 \$340.00 / week \$200 175.00 Hourly Rate (\$160.00 min.) \$15 120.00 / year

Table E-4: Site Development Review Fees

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

Permit Type	Fee
Residential Paving and Hard Surface Permit¹³	\$160.00
Site Development Permit	
Base Plan Review Fee	\$15 240.00
Plus Clearing and/or Grading Review, if Applicable	Use Table E-1 or E-2
Plus Roadway Review, if Applicable	Use Table E-3
Plus Surface Water / Stormwater Review, if Applicable	Use Table E-6

Table E-5: Sewer System Extension and Connection Charges

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

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

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

Review Type	Fee
Residential Paving and Hard Surface Permit¹⁴	\$150.00
Surface Water Permit (if Standalone) or Review	
Under the Threshold for Stormwater Minimum Requirements	Exempt
Stormwater Minimum Requirements 2 and 4 Only	\$24000.00
Plus Annual Inspection Fee (Includes 1 Hour)	\$16035.00
Stormwater Minimum Requirements 1 – 5 Only	\$48000.00
Plus Annual Inspection Fee (Includes 2 Hours)	\$265320.00
Stormwater Minimum Requirements 1 – 10	\$80960.00
Plus Annual Inspection Fee (Includes 4 Hours)	\$53640.00
Surface Water Deviation/Technical Equivalency Request (EMC 13.05.060)	\$50650.00
Surface Water Variance Request (EMC 13.05.080)	\$5,073,000.00

¹¹ Only required of providers who want or have facilities within Edgewood right-of-way for the sole purpose of providing service(s) to persons and areas outside of the city. For other activity, a Right-of-Way Permit is required.

¹² Requires additional Fire Review Fee equal to 20% of the Roadway Development Review Fee (excluding Inspection Fees).

¹³ [Refer to the Residential Paving and Hard Surface Permit Checklist for applicability.](#)

~~¹⁴ Refer to the Residential Paving and Hard Surface Permit Checklist for applicability.~~

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

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

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

Review Type	Fee
Capacity Reservation Certificate or Change of Use (EMC 18.105.040)	\$3,000.00
Plus per Net New PM Peak Hour Trip over 25	\$100.00
Traffic Impact Analysis Preparation or Review Outside Consultant / Third-Party Review	Actual Cost See Table DEV-1

Table E-~~7~~8: Miscellaneous Engineering Reviews and Fees

Procedure / Process	Fee
Engineering Application and Permit Revisions or Reapplication	Hourly Rate
Amendment of Approved (Not Issued) Permit	
Revision of an Issued Permit (Post-Revision) – Major changes (EMC 13.05.040(E))	
Administrative Fee	\$120.00
Review (Min. 1-Hour Charge)	Hourly Rate (\$160.00
Reapplication for Expired Permit (No Change in Adopted Regulations)	min.)
	Permit Fees (50%)
Franchise Agreement	Actual Cost \$1,600.00
Plus City Attorney Review Costs	\$2,500.00 Deposit
Street or Alley Vacation (Chapter 12.14 EMC)	
Initial Application	\$4,795 2,000.00
Plus Fee per Sq. Ft. of Area to be Vacated	\$0.15
Plus Appraisal	Actual Cost
Plus City Attorney Review Costs	Actual Cost
If Approved, Plus Fair Market Value and Recording Fees	See EMC 12.14.070

Building and Fire Prevention

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

- 1) Taking the cost of labor and materials at fair market value¹⁵; or
- 2) Using the current International Code Council (ICC) Building Valuation Table to estimate the value per square foot of the gross area¹⁶ of new structures and additions (www.iccsafe.org).

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

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

Total Valuation ¹⁷	Base Permit Fee
\$0.00 – \$500.00	\$45 54.00
\$500.01 – \$2,000.00	\$45 54.00 for the first \$500.00 Plus \$5 6.00 for each additional \$100.00 or fraction thereof, up to and including \$2,000.00.
\$2,000.01 – \$25,000.00	\$120 144.00 for the first \$2,000.00 Plus \$20 24.00 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00.
\$25,000.01 – \$50,000.00	\$580 696.00 for the first \$25,000.00 Plus \$15 18.00 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00.
\$50,000.01 – \$100,000.00	\$955 1,146.00 for the first \$50,000.00 Plus \$10 12.00 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00.
\$100,000.01 – \$500,000.00	\$1,455 1,746.00 for the first \$100,000.00 Plus \$89.60 00 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00.
\$500,000.01 – \$1,000,000.00	\$4,655 5,586.00 for the first \$500,000.00 Plus \$78.40 00 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00.
\$1,000,000.01 and up	\$8,155 9,786.00 for the first \$1,000,000.00 Plus \$5 6.00 for each additional \$1,000.00 or fraction thereof.

¹⁵ "Fair market value" means the total value of all construction work, including labor and materials and the contractor's overhead and profit for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, or any other permanent work or permanent equipment.

¹⁶ "Gross area" [in this context](#) means the total areas of all floors – measured from the exterior face, outside dimensions, or exterior column line of a building – including basements, cellars, and balconies. ~~See EMC Title 15 for the complete IBC or IRC definition.~~

¹⁷ One- and two-family dwelling mechanical and/or plumbing work must be included in the primary building permit (New, Additions and Remodels).

Table B-2: Other Building Permit Fees

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

Permit Type	Base Permit Fee
Accessory Dwelling Unit (EMC 18.90.190)	Use Table B-1
Manufactured Home Placement Fee	\$1,000 65 .00
Demolition Permit	
One- and Two-Family Dwellings	\$240 00 .00
All Other	\$400 35 .00
Re-Roof Permit	
One- and Two-Family Dwellings	\$200 175 .00
All Other	Use Table B-1
Solar Panel	\$4500.00
Vehicle Access / Security Gate Permit ¹⁸	
One- and Two-Family Dwellings	\$420 00 .00
All Other	Use Table B-1
All Other Permits	Use Table B-1

Table B-3: Energy Code Review Fees

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

Total Building Permit Valuation	Review Fee
One- and Two-Family Dwellings:	
Any Valuation	\$150 35 .00
All Other:	
\$0.00 – \$20,000.00	\$150 35 .00
\$20,000.01 – \$300,000.00	\$150 35 .00 for the first \$20,000.00 Plus \$1.50 for each additional \$1,000.00 or fraction thereof, up to and including \$300,000.00.
\$300,000.01 – \$800,000.00	\$570 55 .00 for the first \$300,000.00 Plus \$0.75 for each additional \$1,000.00 or fraction thereof, up to and including \$800,000.00.
\$800,000.01 and up	\$945 30 .00 for the first \$800,000.00 Plus \$0.50 for each additional \$1,000.00 or fraction thereof, up to a maximum energy code review fee of \$1,150 095 .00.

¹⁸ Vehicle access / security gates are regulated under the International Fire Code (see local amendments in [EMC 15.70.040](#)). Please note that new gated communities are prohibited except in limited circumstances per [EMC 16.06.110](#).

Table B-4: Mechanical and Plumbing Permit Fees

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

Structure Type	Permit Fee
One- and Two-Family Dwellings:	
New Construction ¹⁵	12% of Associated Building Permit Fee
Repair or Replacement:	\$135.00, plus \$15.00 / fixture
All Other:	
New Construction, Repair, or Replacement	Use Table B-1

Table B-5: Fire Prevention Permit Fees

Permit Type	Permit Fee
Aboveground or Underground Storage Tank ¹⁹	
Installation, Residential	\$250 65 .00
Installation, Commercial or Other	\$480 00 .00
Removal	\$265.00
Fire Alarm	Use Table B-1
Fire Sprinkler	Use Table B-1
Fire Suppression	Use Table B-1
Operational Permit	Contact City
Public Display of Fireworks (EMC 8.10.030 70)	Hourly <u>Rate</u> ²⁰
Smoke Control System	
Staff Review	\$560 30 .00
Plus <u>Outside Consultant / Third-Party Review</u>	<u>See Table DEV-1</u>
Temporary Membrane Structure and Tent ²¹	\$300 35 .00
Underground Fire Hydrant, Main, or Valve Connection	Use Table B-1
Vehicle Access / <u>Security</u> Gate Permit	Use Table B-2
All Other Permits	Use Table B-1

¹⁹ Depending on site location, additional ~~E~~critical areas and/or State Environmental Policy Act (SEPA) reviews may be required. Please contact planning staff to confirm.

²⁰ Not to exceed \$5,000.00, consistent with RCW 70.77.555.

²¹ A Temporary Use Permit ~~is~~may also be required – see Table ELU-2.

Table B-6: Fire Code Review Fees

Fees are collected under the associated building permit and are required for new construction, additions, or remodels that create new gross floor area²².

Total Building Permit Valuation	Review Fee
\$0.00 – \$50,000.00	\$ 160 ³⁵ .00
\$50,000.01 – \$300,000.00	\$ 300 ²⁶⁵ .00
\$300,000.01 – \$700,000.00	\$ 450 ⁶⁰ .00
\$700,000.01 – \$1,000,000.00	\$ 700 ⁶⁶⁵ .00
\$1,000,000.01 – \$1,500,000.00	\$1, ²⁵⁰ 330 .00
\$1,500,000.01 – \$5,000,000.00	\$ ^{2,000} 1,995 .00
\$5,000,000.01 – \$10,000,000.00	\$2, ⁷⁵⁰ 660 .00
\$10,000,000.01 – \$20,000,000.00	\$ ^{4,000} 3,990 .00
\$20,000,000.01 and up	\$ ^{4,000} 3,990 .00 Plus \$5.00 for each additional \$100,000.00 or fraction thereof.

Table B-7: Miscellaneous Building and Fire Prevention Fees

Procedure / Process	Fee
Electrical Permits https://lni.wa.gov/licensing-permits/	Contact Washington Labor & Industries
Plan Review Fee (Building, Fire, Plumbing and Mechanical Permits) Initial Review (Up to 2 Reviews) Additional Review (Min. 1-Hour Charge)	65% of Permit Fees Hourly ^{Rate (\$160.00 min.)}
Revision of an Issued Permit (Post-Revision) ²³ One- or Two-Family Dwelling Admin Fee All Other Admin Fee Review (Min. 1-Hour Charge)	^{\$120} 35 .00 ^{\$240} 65 .00 Hourly ^{Rate (\$160.00 min.)}
State Building Code Council Fees ²⁴ Single-Family, Duplexes, and Townhomes Multi-Family, Commercial, and Other Per Residential Dwelling Unit > 1	\$6.50 \$25.00 \$2.00

²² "Gross floor area" in this context means the floor area measured from the inside perimeter of the exterior walls. See EMC 15.70.290 for the complete definition. ~~Gross floor area" means the gross floor area as defined in EMC 15.05.110.~~

²³ ~~F~~The fee listed here is for the revision of a building, fire, mechanical, or plumbing permits only. Please see Tables ELU-1, ELU-2, ELU-3 and E-8 for other applications and permits that might be revised.

²⁴ Fee is charged per single-family, multi-family, commercial, or other construction permit as established by Revised Code of Washington (RCW) Chapter 19.27, including accessory structures. Typically, any work to construct, enlarge, repair, move, demolish, or change the occupancy of a structure is subject to the fee. The fee amount is established by Washington State and is subject to change at any time.

Procedure / Process	Fee
Occupancy Certificates (outside of other permits)	
Temporary Certificate of Occupancy (TCO) – 180 Days	10% of Permit Fee
90-Day Extension of TCO	\$250.00
Replacement / Verification of Previously Permitted Work	\$250.00

IMPACT FEES

Impact fees are a one-time fee charged for new development to help pay for new or expanded public facilities, such as public streets, parks, and schools. Pursuant to [Ordinance 25-0684](#), Accessory Dwelling Units will not be charged any more than 50% of the principal unit's applicable impact fee(s).

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

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

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

School District		Per Single-Family Unit		Per Multi-Family Unit	
		Up to 2 bedrooms	3 or more bedrooms	1 bedroom	2 or more bedrooms
Fife	www.fifeschools.com	\$3,063.00	\$4,595.00	\$1,623.00	\$2,435.00
Puyallup	www.puyallupsd.org	\$3,063.00	\$4,595.00	\$1,623.00	\$2,435.00
Sumner-Bonney Lake	www.sumnersd.org	\$3,063.00	\$4,595.00	\$1,623.00	\$2,435.00

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

All residential units will be charged \$1.433 per square foot of livable space, with a minimum fee of \$1,295.29 (904 sf) and a maximum fee of \$3,325.15 (2,319 sf).

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

Fees are collected pursuant to the current [Transportation Impact Fee Program Report](#), and a detailed list organized by land use can be found here: [Transportation Impact Fee Schedule](#). The applicant can elect to use the city's fee schedule to calculate the applicable fee, which incorporates adjustments for pass-by/diverted trips and trip lengths, or they may provide a TIF calculation prepared by a licensed Transportation Engineer pursuant to [EMC 4.30.090](#).

Per Net New 1.00 PM Peak Hour Trip, or Fraction Thereof	Fee
2026 Rate (Effective January 1, 2026) Plus Administrative Fee (EMC 4.30.140)	\$12,426.00 5% of Fee

Table I-4: Impact Fee Deferral

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

Procedure / Process	Fee
Deferral of Park, School, or City Traffic Mitigation Fee, per Fee Type, per Lot	\$400 15 .00

BUSINESS LICENSE FEES

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

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

An application for a general business license, including the general business license fee, is submitted through the Washington State Department of Revenue²⁵. Additional permit fees, Washington State fees, and City Traffic Impact fees may apply. Business inspections are completed by East Pierce Fire & Rescue.

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

Table BL-2: Additional Licenses and Permits

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

License Type	Fee
Adult Business (Chapter 5.10 EMC)	
Location License	No Charge \$250.00
Manager's License	No Charge \$100.00
Entertainer's License	No Charge \$100.00
Home Businesses – Land Use Compliance Review	
Limited Home Business Permit (EMC 18.100.080)	No Charge
Regular Home Business Permit (EMC 18.100.070)	\$5 200.00

Table BL-3: Miscellaneous Business License Fees

Procedure / Process	Fee
Adult Family Home (DSHS Inspections) ²⁶	
Inspection, Pre-License, or Change to Exiting or Bedrooms	\$400.00

²⁵ Washington State Department of Revenue website: <https://dor.wa.gov/open-business/apply-business-license>

²⁶ Covers up to three (3) hours of staff time for completion of the inspection and inspection checklist. Additional permits may be required. The DSHS Adult Family Home Building Inspection Checklist is available online at: <https://www.dshs.wa.gov/altsa/residential-care-services/afh-building-inspections>

UTILITY CHARGES

The City of Edgewood does not own and/or operate several of the utilities serving the area, such as ~~local~~ electricity, natural gas, solid waste, or water, ~~or wastewater utilities~~. Please contact the appropriate utility for any development charges or rates:

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

Utility Type	Provider(s)
Electric	Puget Sound Energy (https://www.pse.com/)
Garbage <u>(Solid Waste)</u>	Murrey's / DM Disposal (https://www.murreysdisposal.com/)
Gas	Puget Sound Energy (https://www.pse.com/)
<u>On-Site</u> Septic	Tacoma-Pierce County Health Department (TPCHD) (https://www.tpchd.org/)
<u>Sanitary</u> Sewer	Multiple – for service boundaries, see the Edgewood Interactive GIS Map ²⁷
Water	Multiple – for service boundaries, see the Edgewood Interactive GIS Map ^{27,25}

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

Charges are ~~billed~~ collected by the Pierce County Assessor-Treasurer with your property tax bill on behalf of the City, ~~plus~~ including any applicable utility tax.

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

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

Utility	Tax Rate
Cable Television (EMC 5.08.030(G))	6.00%
Gas (EMC 5.08.030(B))	6.00%
Light or Power (EMC 5.08.030(C))	6.00%
<u>Sanitary</u> Sewer / <u>Surface Water</u> / <u>Water</u> (EMC 5.08.030(E))	6.00%
Surface Water (EMC 5.08.030(E))	6.00%
Solid Waste (EMC 5.08.030(F))	6.00%
Telephone, Cellular or Regular (EMC 5.08.030(A) and (D))	6.00%

²⁷ The Edgewood Interactive GIS Map is available online at: <https://www.cityofedgewood.org/224/Maps-Directions>

Utility	Tax Rate
Water (EMC 5.08.030(E))	6.00%

Table U-4: Sanitary Sewer Utility Fees and Charges (EMC Title 11)

The City of Edgewood owns a sanitary sewer utility that serves the Meridian Corridor and some adjacent areas, and it is currently operated and maintained by Lakehaven Water & Sewer District (LWSD) under Interlocal Agreement. LWSD also administers all sanitary sewer development review, permitting, and collects monthly rates for this utility on behalf of the city. Please refer to the Edgewood Interactive GIS Map for the current service area boundaries.

The table below lists all the fees and charges referenced by EMC Title 11. Please contact LWSD to confirm and/or request an estimate for said fees and charges.

<u>Fee Type</u>	<u>Fee</u>
<u>System Extension Agreements (EMC 11.35.090(H))</u>	<u>LWSD Development Engineering website</u>
<u>Application Fee</u>	<u>\$900.00 + \$2,600 Deposit</u>
<u>Plan Check Costs</u>	<u>Contact LWSD</u>
<u>Inspection Costs</u>	<u>Contact LWSD</u>
<u>Mapping Fee</u>	<u>Contact LWSD</u>
<u>Maintenance Bond Release Inspection Fee</u>	<u>\$760.00</u>
<u>Sewer Capacity Reservation Charge (EMC 11.30.080(F)(2))</u>	<u>Connection Charge (50%)</u>
<u>Latecomer Agreements (EMC Chapter 11.36)</u>	<u>Actual Costs</u>
<u>Reimbursement Fee (per transaction)</u>	<u>\$130.00</u>
<u>Connection Charges (EMC 11.40.110)</u>	<u>LWSD Development Engineering website</u>
<u>Processing Fee (aka Connection Permit)</u>	<u>\$570.00</u>
<u>Existing Facilities Charge</u>	<u>Not Applicable</u>
<u>Conveyance Development Charge (EMC 11.60.060)</u>	<u>\$7,387.00 per ERU (outside LID #1 only)</u>
<u>Future Facilities Charge (aka Capital Facilities Charge)</u>	<u>\$6,676.00 per ERU (LWSD)</u>
<u>Collection System Charge</u>	<u>Not Applicable</u>
<u>Inspection Charges</u>	<u>Contact LWSD</u>
<u>Existing Side Sewer Charges</u>	<u>Not Applicable</u>
<u>Latecomer Agreements</u>	<u>See Above</u>
<u>Credit for ERU Reservation</u>	<u>Contact LWSD if applicable</u>
<u>Transfer Fee</u>	<u>Contact LWSD if applicable</u>
<u>Treatment Charges (commercial/industrial buildings only)</u>	<u>Contact LWSD</u>
<u>Rates (EMC 11.60)</u>	<u>LWSD Sewer Rate website</u>
<u>LWSD Sewer Rates (bi-monthly, includes Utility Tax)</u>	
<u>Fixed Charge</u>	<u>\$31.91</u>
<u>Volume Charges – Single Family</u>	<u>\$6.68</u>
<u>Volume Charges – Other</u>	<u>See LWSD Sewer Rate website</u>
<u>City of Edgewood Sewer Rates (per month)</u>	
<u>Base Rate</u>	<u>\$5.00</u>

Fee Type	Fee
Usage Rate (per 100 cubic feet)	\$0.95

ANIMAL AND KENNEL LICENSE FEES (METRO ANIMAL SERVICES)

Animal control and licensing services are provided by Metro Animal Services. The fees below are not a complete list of fees or services, [provided pursuant to EMC 6.01.020\(B\) which references Sumner Municipal Code \(SMC\) 6.04.030, and](#) ~~Fees~~ are subject to change without notice.

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

1. Completing the annual license process online at <https://metroanimalservices.org>; or
2. Submitting a completed *Pet License Application Form for Edgewood*²⁸ and payment:
 - By Mail / Check: Metro Animal Services, 1104 Maple Street, Ste 240, Sumner, WA 98390
 - In Person: Edgewood City Hall, [10440 Dom Calata Way E, Edgewood, WA 98372](#)

License Type	Fee
Annual Cat License	
Juvenile (8 Weeks to 6 Months)	\$0.00
Adult (7 Months or Older)	
Unaltered	\$60.00
Spayed / Neutered ²⁹	\$12.00
Adult (7 Months or Older), Reduced Rate for Senior Citizens (65 or Older)	
Unaltered	\$30.00
Spayed / Neutered ²⁷	\$6.00
Annual Dog License	
Juvenile (8 Weeks to 6 Months)	\$0.00
Adult (7 Months or Older)	
Unaltered	\$60.00
Spayed / Neutered ²⁷	\$20.00
Adult (7 Months or Older), Reduced Rate for Senior Citizens (65 or Older)	
Unaltered	\$30.00
Spayed / Neutered ²⁷	\$10.00
Late Fees	
Renewal is 30 – 59 Days Late, per License	\$10.00
Renewal is 60 or More Days Late, per License	\$20.00
Kennel License ³⁰	\$75.00
Replacement of Lost or Damaged Tag	\$5.00

²⁸ Form is available online at: <https://metroanimalservices.org/i-have-a-pet/license-my-pet/>

²⁹ In order to receive the reduced rate for altered dogs and cats, owners must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.

³⁰ Kennel may require an Administrative Use Permit (AUP) or Conditional Use Permit (CUP), depending on the location. Additional fees apply.

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

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

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

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

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

Public Records Request Process	Fee
Alternative Fee ³¹	\$2.00
Certified Copies	
First Page	\$5.00
Per Additional Page	\$1.00
Customized Service Charge	RCW 42.56.120
Photocopies, up to 11 x 17 inches	
Black and White	\$0.15 / Side
Color	\$0.50 / Side
Photocopies, Oversized Documents	Unavailable
Scanning	
Scanning, up to 11 x 17 Inches	\$0.10 / Side
Scanning, over 11 x 17 Inches	\$0.25 / Side
Staff Time, over 30 Minutes (EMC 3.35.040)	Hourly Rate
Transmittal	
Per Four (4) Attachments, Uploads, or Other Electronic Delivery	\$0.05
Per Gigabyte of Electronic Transmission	\$0.10
Digital Transmittal Device (CD, Flash Drive, etc.)	Actual Cost
Physical Transmittal Device (Envelope, Box, Tube, etc.)	Actual Cost
Postage and Delivery	Actual Cost
Transcription of City Council, Board, Commission, or Hearing Examiner Meetings	Actual Cost
Viewing Records	No Charge

³¹ The City may, in its discretion, choose to impose a flat fee as an alternative to the fees in this section when the agency reasonably estimates and documents that the costs will be equal to or more than the listed flat fee.

FEE SCHEDULE UPDATE HISTORY

Resolution No.	Change	Effective Date
26-0XXX	Hourly Rate and Fee Updates	March 1, 2026
Ord. No. 25-0690	Transportation Impact Fee Updates	January 1, 2026
25-0778	School and Park Impact Fee Updates, other misc. cleanup	June 30, 2025
N/A	Annual Update to TIF Trip Rate (Table I-3), per EMC 4.30.130	January 1, 2025
24-0715	Update to TUP review fee.	April 15, 2024
23-0692	Complete update with reformatting.	January 1, 2024
16-0337	Complete update; first fee schedule adopted by resolution.	August 16, 2016



Fee Schedule

Effective March 1, 2026 | Resolution No. 26-0XXX

City of Edgewood ■ 10440 Dom Calata Way East ■ Edgewood, Washington 98372-0101 ■ 253-952-3299

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GENERAL POLICIES

Hourly Rate Schedule

Hourly rates include wages, benefits, overhead, and equipment. These rates apply to fees as noted herein, any staff time in addition to normal processing (see page 4), or any review or service for which a fee is not established herein.

Category	Rate / Hour
City Staff	\$160.00
City Attorney	Actual Cost ¹

Deposits for Actual Costs

Where noted in the fee schedule as a “Deposit”, the applicant must pay for all actual costs incurred by the City for applicable third-party planning, engineering, legal, publication, or other professional services. The amounts listed herein are typical minimums informed by recent activity, and applicants should not anticipate a refund of these amounts. Deposits will be administered consistent with [Edgewood Municipal Code \(EMC\) 3.35.030](#).

Refunds

Fees and charges are non-refundable, except as specifically authorized in the EMC. Here are some quick EMC references as of the date of this Fee Schedule:

- Fees and Charges for City Services - [EMC 3.35.080](#)
- School Impact Fees – [EMC 4.10.130](#)
- Park Impact Fees – [EMC 4.20.090](#)
- Traffic Impact Fees – [EMC 4.30.110](#)
- Business Licenses – [EMC 5.05.120](#)
- Storm Drainage and Surface Water Management Utility – EMC [13.10.110](#) and [.120](#)

Miscellaneous Fees

Procedure / Process	Fee
Appeal of Administrative Decision	\$1,200.00
Hearing Examiner Reconsideration	\$500.00
Lease of City Property (Chapter 12.18 EMC)	
Initial Review	\$5,000.00 Deposit
City Staff / City Attorney Actual Costs	See Hourly Rate Schedule
Lease Rate	See EMC 12.18.070
Other Approval, Inspection, License, Permit, or Review Not Listed	Hourly Rate (1 hour minimum)
Returned Check / Insufficient Funds	\$50.00

¹ As of January 1, 2026, this hourly rate is \$500.

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

Depending on the scope and complexity of a project, multiple permits may be required - *Please contact the City with questions or to obtain a fee estimate.* The permit and review fees included below do not include any fees for licenses, permits and/or approvals required by other (external) local, state, or federal agencies or utilities.

Fees Due at Permit and/or Land Use Application:

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

Fees Due at Permit Issuance:

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

Fees Due Prior to Final Approval of Permit and/or Land Use Application:

- Work that is not complete or ready at the time of inspection shall be charged a re-inspection fee, which must be paid prior to requesting a new inspection.
- Any and all remaining fees (including third-party charges) shall be paid prior to final approval.

Table DEV-1: General Development Fees and Charges

Fee Type	Fee
Change of Land Use and/or Construction Type or Occupancy	\$500.00 ²
Financial Guarantees (Bonds, Cash Deposits, Assignment of Funds)	See Applicable EMC
Administrative Setup Fee	\$160.00
Closeout Inspection Fee	\$180.00
Outside Consultant / Third-Party Review, when applicable (EMC 3.35.030)	Actual Cost
Plus Administrative Setup Fee (per consultant)	\$200.00
Plus Invoicing and Payment Collection Fee (if applicable)	\$40.00 per invoice
Other Inspection Fees	
Re-Inspection (Min. 1-Hour Charge)	Hourly Rate
Overtime / Outside Normal Business Hours (Min. 2-Hour Charge)	1.5 x Hourly Rate
Inspection of Unauthorized Work	2.0 x Hourly Rate

² Traffic review may also apply. See Table E-7.

Fee Type	Fee
Pre-Application Conference (EMC 18.40.130)	
Tier 1(Summary Comment Letter)	\$500.00
Tier 2 (One Hour Meeting with Staff)	\$650.00
Unauthorized / Unpermitted Work (EMC 3.35.090) ⁴	2.0 x Fees (\$500.00 minimum)
Plus Critical Areas Investigation Fee, when applicable (EMC 14.10.120(E))	Hourly Rate
Plus Outside Consultant / Third-Party Review (if needed)	Actual Cost, etc. (see above)
Permit or Approval Extension Request (EMC 18.40.090(L))	\$200.00

⁴ Any work completed without required permits may be charged double for all Environmental and Land Use application fees and construction permit fees (engineering, building, fire, mechanical, and/or plumbing), pursuant to [EMC 3.35.090](#). Other plan review and inspection fees, if applicable, will be charged at the normal rate.

Environmental and Land Use

Table ELU-1: Environmental Reviews

Review Type	Fee
Critical Areas Review (Title 14 EMC)	
Critical Areas Review Checklist (CARC) ⁵ incl. TPCHD septic application review	\$75.00
One-Principal Dwelling Wetland Certification	\$400.00
Fish and Wildlife Habitat (Stream) Review or Wetland Review	\$500.00
Plus Outside Consultant / Third-Party Review	See Table DEV-1 ⁶
Flood Hazard Development Permit	\$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Aquifer Recharge Hazardous Use Review	\$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Volcanic, Landslide, Seismic, and Erosion Hazard Area Impact Review	\$500.00
Plus Outside Consultant / Third-Party Review (if needed)	See Table DEV-1
Reasonable Use Permit (EMC 14.30.050)	\$3,750.00
Variance (Flood Hazard or Other – EMC 14.10.100)	\$3,750.00
Critical Area Signage	\$2.00 per sign
Mitigation Compliance Monitoring	
Staff Review of Periodic Monitoring Report	\$250.00 per Report
Plus Outside Consultant / Third-Party Review and Inspection (if needed)	See Table DEV-1
State Environmental Policy Act (SEPA) Review (Chapter 20.05 EMC)	
DNS/MDNS, All Uses	
Environmental Review and Determination	\$1,400.00
Prior Decision Adoption, Modification or Addendum	\$1,000.00
Environmental Impact Statement (EIS)	\$5,000.00 Deposit
New or Supplemental	See Table DEV-1
Plus Outside Consultant / Third-Party Review	Actual Cost
Plus City Attorney Review Costs	\$1,000.00 Deposit
Addendum	\$250.00
Documented Exemption (if requested by external agency) ⁷	\$400.00 Deposit
SEPA Determination Newspaper Notice (per notice) ⁸	

⁵ A CARC identifies potential critical areas located on a subject site, what studies will be required for complete permit application(s) to the city, and may support application submittals to other agencies (e.g. on-site septic systems).

⁶ To streamline application intake, the Deposit for this Third-Party Review is as follows: Subdivision 1st Review = \$3,000.00; Other 1st Review = \$2,500.00; Subsequent Reviews = \$1,500.00 each

⁷ Certain projects with state, federal, or other outside funding may require documentation demonstrating the proposal is exempt from SEPA review.

⁸ Actual publication costs for this item ranged from \$415 to \$450 in 2025.

Review Type	Fee
Tree Preservation Review (EMC 18.90.180)	
Residential Use	
Hazardous Tree Removal	\$75.00
Significant Tree / Critical Area Tree Retention Plan Review	\$175.00
Subdivision/Nonresidential/Multifamily Use	
Hazardous Tree Removal	\$160.00
Significant Tree / Critical Area Tree Retention Plan Review	
Sites up to 1.0 acre in area	\$360.00
Sites from 1.01 to 5.0 acres in area	\$650.00
Sites greater than 5.0 acres in area	\$800.00
Tree Replacement Fee In-Lieu (EMC 18.90.180(D)(4)(b))	\$600.00 per tree

Table ELU-2: Land Use Reviews

Review Type	Fee
Administrative Use Permit (EMC 18.50.030)	\$2,700.00
Binding Site Plan (Chapter 16.05 EMC)	
Commercial, Industrial, or 1-4 Dwelling Units (Administrative Decision)	
Preliminary Approval	\$4,600.00
Final Approval	\$1,250.00
Amendment, Modification, or Vacation	\$3,700.00
5+ Dwelling Units (Hearing Examiner Decision)	
Preliminary Approval	\$6,000.00
Plus Hearing Examiner	\$3,000.00 Deposit
Final Approval	\$1,900.00
Amendment, Modification, or Vacation (EMC 16.05.080 and Chapter 16.07)	\$4,000.00
Boundary Line Adjustment (Chapter 16.02 EMC)	\$1,600.00
Lot Combination / Lot Line Elimination (<i>results in only one legal parcel remaining</i>)	\$1,000.00
Comprehensive Plan Map and/or Text Amendment (Chapter 18.60 EMC)	\$4,500.00
Plus City Attorney and/or Outside Consultant / Third-Party Review (Table DEV-1)	\$2,000.00 Deposit
Conditional Use Permit (EMC 18.50.040)	\$5,000.00
Plus Hearing Examiner	\$3,000.00 Deposit
Design Standards Review (EMC 18.50.050)	
Principal Dwelling / Middle Housing / ADU / Garage	\$320.00
Design Deviation Request (each)	\$120.00
Non-Residential / Multifamily	
up to 12,000 sq. ft. gross floor area (GFA)	\$2,400.00
12,001 to 20,000 sq. ft. GFA	\$3,000.00
Greater than 20,000 sq. ft. GFA	\$3,600.00

Review Type	Fee
Development Agreement (Chapter 18.55 EMC) Plus City Attorney Review Costs	\$5,250.00 Actual Cost
Essential Public Facility Permit (EMC 18.50.060)	See Conditional Use Permit
Nonconforming Use Permit (EMC 18.50.045)	See Conditional Use Permit
Residential Cluster Development (EMC 18.50.035)	See Conditional Use Permit
Rezone Site-Specific, with Comprehensive Plan Amendment (Chapter 18.60 EMC) Site-Specific, w/o Comprehensive Plan Amendment (EMC 18.40.110) Plus Hearing Examiner	See Comprehensive Plan Map and/or Text Amendment \$3,600.00 \$3,000.00 Deposit
Sign Reviews Individual Signs (each) Building Permit Land Use Review Master Sign Plan (EMC 18.97.270) Sign Variance (EMC 18.97.280) Plus Hearing Examiner	See Table B-1 \$200.00 \$200.00 \$3,840.00 \$3,000.00 Deposit
Subdivision (Title 16 EMC) Neighborhood Meeting Short Subdivision (2-6 Lots – Chapter 16.03 EMC) Preliminary Review Minor Modification to Preliminary Approval Final Approval Alteration of Recorded Short Subdivision (Chapter 16.07 EMC) Vacation of Recorded Short Subdivision (Chapter 16.07 EMC) Full Subdivision (7+ Lots – Chapter 16.04 EMC) Preliminary Review Plus Fee Per Lot Plus Hearing Examiner Minor Modification to Preliminary Approval Final Approval Plus Fee Per Lot Alteration of Recorded Full Subdivision (Chapter 16.07 EMC) Vacation of Recorded Full Subdivision (Chapter 16.07 EMC)	\$240.00 \$4,400.00 \$1,120.00 \$1,600.00 \$1,920.00 \$1,120.00 \$6,400.00 \$150.00 \$5,000.00 Deposit \$1,920.00 \$2,700.00 \$60.00 \$2,700.00 \$1,680.00

Review Type	Fee
Temporary Use Permit (EMC 18.50.070)	
Neighborhood or Community Garage Sales and Moving Sales	\$0.00
Non-Profit Entities or Government Agencies	\$100.00
All Other Uses, Including Other Sales of Personal Belongings	\$500.00
Wireless Communication Facilities (EMC 18.100.110)	
Antenna Array, New – Administrative Use Permit	See fee, above\$650.00
Eligible Facility Modification Request	
Communication Tower, New	See fee, aboveSee fee,
Administrative Use Permit (EMC 18.100.110(E) – Table 1)	above\$650.00
Conditional Use Permit (EMC 18.100.110(E)– Table 2)	
Small Wireless Facilities, Outside of Public Right-of-Way ⁹	
Variance (EMC 18.50.080)	
Administrative Variance (Process II Decision)	\$2,800.00
Regular Variance (Process III Decision)	\$4,200.00
Plus Hearing Examiner	\$3,000.00 Deposit

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

Procedure / Process	Fee
Code Interpretation (EMC 18.50.020)	\$1,500.00
Plus City Attorney Review Costs (if needed)	Actual Cost
Code Amendment (Development Regulations – Chapter 18.60 EMC)	\$1,500.00
Plus City Attorney Review Costs (if needed)	Actual Cost
Nonconforming Use Letter (EMC 18.90.110(M))	\$2,000.00
Plus City Attorney Review Costs (if needed)	Actual Cost
Zoning Confirmation / Verification Letter	\$300.00
Other Land Use Reviews	
Nonresidential / Multifamily Building Design Compliance (per building)	\$400.00
Other Building Permit Reviews (each)	\$160.00
Other Construction Permit Compliance (<i>with no associated land use application</i>)	\$80.00
Final Landscape Plan Review (<i>after land use approval, with site development</i>)	
Sites up to 1.0 acre in area	\$320.00
Sites from 1.01 to 5.0 acres in area	\$560.00
Sites greater than 5.0 acres in area	\$800.00

⁹ For small wireless facilities within the public right-of-way, see Table E-3; A Master Use Permit or Franchise Agreement and a Right-of-Way Permit are required ([EMC 18.100.110\(D\)](#)).

Engineering

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

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

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

Table E-2: Clearing and Grading Permit Fees

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

Quantity (Cubic Yards / CY)	Permit Fee	Plan Review Fee
Up to 50.00 CY, w/o Critical Areas	Exempt	Exempt
Up to 50.00 CY, w/ Critical Areas	\$350.00	\$200.00
50.01 – 100.00 CY	\$400.00	\$250.00
100.01 – 1,000.00 CY	\$400.00 for the first 100.00 CY Plus \$15.00 for each additional 100.00 CY or fraction thereof, up to and including 1,000.00 CY	80% of Permit Fee
1,000.01 – 10,000.00 CY	\$535.00 for the first 1,000.00 CY Plus \$15.00 for each additional 1,000.00 CY or fraction thereof, up to and including 10,000.00 CY	80% of Permit Fee
10,000.01 – 100,000.00 CY	\$670.00 for the first 10,000.00 CY Plus \$60.00 for each additional 10,000.00 CY or fraction thereof, up to and including 100,000.00 CY	80% of Permit Fee
100,000.01 CY and up	\$1,210.00 for the first 100,000.00 CY Plus \$50.00 for each additional 10,000.00 CY or fraction thereof	80% of Permit Fee

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

Permit Type	Permit Fee
Access Permits	
Driveway Permit ¹⁰	\$400.00
Vehicle Access / Security Gate Permit	Use Table B-2

¹⁰ Includes one (1) inspection. Additional inspections will be charged hourly rates – see Table DEV-1.

Permit Type	Permit Fee
Master Use Permit (Cable and Telecommunication Providers) ¹¹	See EMC 12.08.070
Overweight Commercial Vehicle Permit (Over 24,000 GVW – EMC 10.05.060) Plus Annual Renewal and Inspection Fee ⁹	\$400.00 / initial \$250.00 / year
Right-of-Way Permit (Temporary or Permanent Disturbance of Right-of-Way) Alternative Annual Permit (Franchisees) Single Activity ⁹ Plus Public Road Cut Fee (EMC 12.06.110) Chip Seal Surfaces, under 180 square feet Chip Seal Surfaces, 180 square feet or more Plus trench length over 100 feet Asphalt or Concrete Surfaces, under 960 square feet Asphalt or Concrete Surfaces, 960 square feet or more	See EMC 12.06.095 \$400.00 \$4.60 per square foot \$828.00 \$828.00 per 100 lineal feet \$4.00 per square foot \$3,840.00 per 100 lineal feet
Roadway Development Review Fees, Public or Private (Chapter 12.05 EMC) ¹² Private Access, Shared Access Driveway, or Private Roadway Residential (1-2 Units), Subdivision (2 Lots) ⁹ Commercial, Industrial, Public, Residential (3+ Units), Subdivision (3-6 Lots) Plus Road Inspection Fee (Minimum 2 Hours) Subdivision (7 or More Lots) Plus Fee per Lineal Foot (LF) of Roadway Centerline Plus Road Inspection Fee (Minimum 2 Hours per 500 LF) Public Roadways (onsite or fronting / abutting the project) Plus Fee per Lineal Foot (LF) of Roadway Centerline Plus Road Inspection Fee (Minimum 2 Hours per 500 LF)	\$400.00 \$800.00 Hourly Rate (\$320.00 min.) \$800.00 \$3.20 / LF Hourly Rate \$800.00 \$3.20 / LF Hourly Rate
Road Deviation / Technical Equivalency Request (EMC 12.05.010 / PCC 17B.10.090)	\$650.00
Street Use Permit (Temporary, Limited Use – Chapter 12.16 EMC) Commercial Development Uses Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee Single-Family Residential Uses Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee Non-Franchise Utility Occupation Plus Annual Issuance Fee Temporary Street Uses, Events, or Closures Plus Weekly Fee Temporary Signage Plus Inspection (Minimum 1 Hour) Plus Annual Issuance Fee	\$350.00 Hourly Rate (\$160.00 min.) \$160.00 / year \$250.00 Hourly Rate (\$160.00 min.) \$80.00 / year \$175.00 \$80.00 / year \$250.00 \$40.00 / week \$175.00 Hourly Rate (\$160.00 min.) \$120.00 / year

Table E-4: Site Development Review Fees

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

Permit Type	Fee
Residential Paving and Hard Surface Permit ¹³	\$160.00
Site Development Permit	
Base Plan Review Fee	\$240.00
Plus Clearing and/or Grading Review, if Applicable	Use Table E-1 or E-2
Plus Roadway Review, if Applicable	Use Table E-3
Plus Surface Water Review	Use Table E-6

Table E-5: Sewer System Extension and Connection Charges

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

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

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

Review Type	Fee
Surface Water Review	
Under the Threshold for Stormwater Minimum Requirements	Exempt
Stormwater Minimum Requirements 2 and 4 Only	\$240.00
Plus Annual Inspection Fee (Includes 1 Hour)	\$160.00
Stormwater Minimum Requirements 1 – 5 Only	\$480.00
Plus Annual Inspection Fee (Includes 2 Hours)	\$320.00
Stormwater Minimum Requirements 1 – 10	\$960.00
Plus Annual Inspection Fee (Includes 4 Hours)	\$640.00
Surface Water Deviation/Technical Equivalency Request (EMC 13.05.060)	\$650.00
Surface Water Variance Request (EMC 13.05.080)	\$3,000.00

¹¹ Only required of providers who want or have facilities within Edgewood right-of-way for the sole purpose of providing service(s) to persons and areas outside of the city. For other activity, a Right-of-Way Permit is required.

¹² Requires additional Fire Review Fee equal to 20% of the Roadway Development Review Fee (excluding Inspection Fees).

¹³ Refer to the Residential Paving and Hard Surface Permit Checklist for applicability.

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

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

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

Review Type	Fee
Capacity Reservation Certificate or Change of Use (EMC 18.105.040)	\$3,000.00
Plus per Net New PM Peak Hour Trip over 25	\$100.00
Traffic Impact Analysis Review Outside Consultant / Third-Party Review	See Table DEV-1

Table E-8: Miscellaneous Engineering Reviews and Fees

Procedure / Process	Fee
Engineering Application and Permit Revisions or Reapplication	
Amendment of Approved (Not Issued) Permit	Hourly Rate
Revision of an Issued Permit (Post-Revision) – <i>Major changes (EMC 13.05.040(E))</i>	
Administrative Fee	\$120.00
Review (Min. 1-Hour Charge)	Hourly Rate (\$160.00 min.)
Reapplication for Expired Permit (No Change in Adopted Regulations)	Permit Fees (50%)
Franchise Agreement	\$1,600.00
Plus City Attorney Review Costs	\$2,500.00 Deposit
Street or Alley Vacation (Chapter 12.14 EMC)	
Initial Application	\$2,000.00
Plus Appraisal	Actual Cost
Plus City Attorney Review Costs	Actual Cost
If Approved, Plus Fair Market Value and Recording Fees	See EMC 12.14.070

Building and Fire Prevention

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

- 1) Taking the cost of labor and materials at fair market value¹⁵; or
- 2) Using the current International Code Council (ICC) Building Valuation Table to estimate the value per square foot of the gross area¹⁶ of new structures and additions (www.iccsafe.org).

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

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

Total Valuation ¹⁷	Base Permit Fee
\$0.00 – \$500.00	\$54.00
\$500.01 – \$2,000.00	\$54.00 for the first \$500.00 Plus \$6.00 for each additional \$100.00 or fraction thereof, up to and including \$2,000.00.
\$2,000.01 – \$25,000.00	\$144.00 for the first \$2,000.00 Plus \$24.00 for each additional \$1,000.00 or fraction thereof, up to and including \$25,000.00.
\$25,000.01 – \$50,000.00	\$696.00 for the first \$25,000.00 Plus \$18.00 for each additional \$1,000.00 or fraction thereof, up to and including \$50,000.00.
\$50,000.01 – \$100,000.00	\$1,146.00 for the first \$50,000.00 Plus \$12.00 for each additional \$1,000.00 or fraction thereof, up to and including \$100,000.00.
\$100,000.01 – \$500,000.00	\$1,746.00 for the first \$100,000.00 Plus \$9.60 for each additional \$1,000.00 or fraction thereof, up to and including \$500,000.00.
\$500,000.01 – \$1,000,000.00	\$5,586.00 for the first \$500,000.00 Plus \$8.40 for each additional \$1,000.00 or fraction thereof, up to and including \$1,000,000.00.
\$1,000,000.01 and up	\$9,786.00 for the first \$1,000,000.00 Plus \$6.00 for each additional \$1,000.00 or fraction thereof.

¹⁵ "Fair market value" means the total value of all construction work, including labor and materials and the contractor's overhead and profit for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, or any other permanent work or permanent equipment.

¹⁶ "Gross area" in this context means the total areas of all floors – measured from the exterior face, outside dimensions, or exterior column line of a building – including basements, cellars, and balconies.

¹⁷ One- and two-family dwelling mechanical and/or plumbing work must be included in the primary building permit (New, Additions and Remodels).

Table B-2: Other Building Permit Fees

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

Permit Type	Base Permit Fee
Accessory Dwelling Unit (EMC 18.90.190)	Use Table B-1
Manufactured Home Placement Fee	\$1,000.00
Demolition Permit	
One- and Two-Family Dwellings	\$240.00
All Other	\$400.00
Re-Roof Permit	
One- and Two-Family Dwellings	\$175.00
All Other	Use Table B-1
Solar Panel	\$500.00
Vehicle Access / Security Gate Permit ¹⁸	
One- and Two-Family Dwellings	\$420.00
All Other	Use Table B-1
All Other Permits	Use Table B-1

Table B-3: Energy Code Review Fees

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

Total Building Permit Valuation	Review Fee
One- and Two-Family Dwellings:	
Any Valuation	\$150.00
All Other:	
\$0.00 – \$20,000.00	\$150.00
\$20,000.01 – \$300,000.00	\$150.00 for the first \$20,000.00 Plus \$1.50 for each additional \$1,000.00 or fraction thereof, up to and including \$300,000.00.
\$300,000.01 – \$800,000.00	\$570.00 for the first \$300,000.00 Plus \$0.75 for each additional \$1,000.00 or fraction thereof, up to and including \$800,000.00.
\$800,000.01 and up	\$945.00 for the first \$800,000.00 Plus \$0.50 for each additional \$1,000.00 or fraction thereof, up to a maximum energy code review fee of \$1,150.00.

¹⁸ Vehicle access / security gates are regulated under the International Fire Code (see local amendments in [EMC 15.70.040](#)). Please note that new gated communities are prohibited except in limited circumstances per [EMC 16.06.110](#).

Table B-4: Mechanical and Plumbing Permit Fees

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

Structure Type	Permit Fee
One- and Two-Family Dwellings:	
New Construction ¹⁵	12% of Associated Building Permit Fee
Repair or Replacement:	\$135.00, plus \$15.00 / fixture
All Other:	
New Construction, Repair, or Replacement	Use Table B-1

Table B-5: Fire Prevention Permit Fees

Permit Type	Permit Fee
Aboveground or Underground Storage Tank ¹⁹	
Installation, Residential	\$250.00
Installation, Commercial or Other	\$480.00
Removal	\$265.00
Fire Alarm	Use Table B-1
Fire Sprinkler	Use Table B-1
Fire Suppression	Use Table B-1
Operational Permit	Contact City
Public Display of Fireworks (EMC 8.10.030)	Hourly Rate ²⁰
Smoke Control System	
Staff Review	\$560.00
Plus Outside Consultant / Third-Party Review	See Table DEV-1
Temporary Membrane Structure and Tent ²¹	\$300.00
Underground Fire Hydrant, Main, or Valve Connection	Use Table B-1
Vehicle Access / Security Gate Permit	Use Table B-2
All Other Permits	Use Table B-1

¹⁹ Depending on site location, additional critical areas and/or State Environmental Policy Act (SEPA) reviews may be required. Please contact planning staff to confirm.

²⁰ Not to exceed \$5,000.00, consistent with [RCW 70.77.555](#).

²¹ A Temporary Use Permit may also be required – see Table ELU-2.

Table B-6: Fire Code Review Fees

Fees are collected under the associated building permit and are required for new construction, additions, or remodels that create new gross floor area²².

Total Building Permit Valuation	Review Fee
\$0.00 – \$50,000.00	\$160.00
\$50,000.01 – \$300,000.00	\$300.00
\$300,000.01 – \$700,000.00	\$450.00
\$700,000.01 – \$1,000,000.00	\$700.00
\$1,000,000.01 – \$1,500,000.00	\$1,250.00
\$1,500,000.01 – \$5,000,000.00	\$2,000.00
\$5,000,000.01 – \$10,000,000.00	\$2,750.00
\$10,000,000.01 – \$20,000,000.00	\$4,000.00
\$20,000,000.01 and up	\$4,000.00 Plus \$5.00 for each additional \$100,000.00 or fraction thereof.

²² "Gross floor area" in this context means the floor area measured from the inside perimeter of the exterior walls. See [EMC 15.70.290](#) for the complete definition.

Table B-7: Miscellaneous Building and Fire Prevention Fees

Procedure / Process	Fee
Electrical Permits https://lni.wa.gov/licensing-permits/	Contact Washington Labor & Industries
Plan Review Fee (Building, Fire, Plumbing and Mechanical Permits) Initial Review (Up to 2 Reviews) Additional Review (Min. 1-Hour Charge)	65% of Permit Fees Hourly Rate (\$160.00 min.)
Revision of an Issued Permit (Post-Revision) ²³ One- or Two-Family Dwelling Admin Fee All Other Admin Fee Review (Min. 1-Hour Charge)	\$120.00 \$240.00 Hourly Rate (\$160.00 min.)
State Building Code Council Fees ²⁴ Single-Family, Duplexes, and Townhomes Multi-Family, Commercial, and Other Per Residential Dwelling Unit > 1	\$6.50 \$25.00 \$2.00
Occupancy Certificates (outside of other permits) Temporary Certificate of Occupancy (TCO) – 180 Days 90-Day Extension of TCO Replacement / Verification of Previously Permitted Work	10% of Permit Fee \$250.00 \$250.00

²³ The fee listed here is for the revision of building, fire, mechanical, or plumbing permits only. Please see Tables ELU-1, ELU-2, ELU-3 and E-8 for other applications and permits that might be revised.

²⁴ Fee is charged per single-family, multi-family, commercial, or other construction permit as established by [Revised Code of Washington \(RCW\) Chapter 19.27](#), including accessory structures. Typically, any work to construct, enlarge, repair, move, demolish, or change the occupancy of a structure is subject to the fee. The fee amount is established by Washington State and is subject to change at any time.

IMPACT FEES

Impact fees are a one-time fee charged for new development to help pay for new or expanded public facilities, such as public streets, parks, and schools. Pursuant to [Ordinance 25-0684](#), Accessory Dwelling Units will not be charged any more than 50% of the principal unit's applicable impact fee(s).

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

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

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

School District		Per Single-Family Unit		Per Multi-Family Unit	
		Up to 2 bedrooms	3 or more bedrooms	1 bedroom	2 or more bedrooms
Fife	www.fifeschools.com	\$3,063.00	\$4,595.00	\$1,623.00	\$2,435.00
Puyallup	www.puyallupsd.org	\$3,063.00	\$4,595.00	\$1,623.00	\$2,435.00
Sumner-Bonney Lake	www.sumnersd.org	\$3,063.00	\$4,595.00	\$1,623.00	\$2,435.00

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

All residential units will be charged \$1.433 per square foot of livable space, with a minimum fee of \$1,295.29 (904 sf) and a maximum fee of \$3,325.15 (2,319 sf).

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

Fees are collected pursuant to the current [Transportation Impact Fee Program Report](#), and a detailed list organized by land use can be found here: [Transportation Impact Fee Schedule](#). The applicant can elect to use the city's fee schedule to calculate the applicable fee, which incorporates adjustments for pass-by/diverted trips and trip lengths, or they may provide a TIF calculation prepared by a licensed Transportation Engineer pursuant to [EMC 4.30.090](#).

Per Net New 1.00 PM Peak Hour Trip, or Fraction Thereof	Fee
2026 Rate (Effective January 1, 2026)	\$12,426.00
Plus Administrative Fee (EMC 4.30.140)	5% of Fee

Table I-4: Impact Fee Deferral

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

Procedure / Process	Fee
Deferral of Park, School, or City Traffic Mitigation Fee, per Fee Type, per Lot	\$400.00

BUSINESS LICENSE FEES

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

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

An application for a general business license, including the general business license fee, is submitted through the Washington State Department of Revenue²⁵. Additional permit fees, Washington State fees, and City Traffic Impact fees may apply. Business inspections are completed by East Pierce Fire & Rescue.

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

Table BL-2: Additional Licenses and Permits

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

License Type	Fee
Adult Business (Chapter 5.10 EMC)	
Location License	\$250.00
Manager's License	\$100.00
Entertainer's License	\$100.00
Home Businesses – Land Use Compliance Review	
Limited Home Business Permit (EMC 18.100.080)	No Charge
Regular Home Business Permit (EMC 18.100.070)	\$200.00

Table BL-3: Miscellaneous Business License Fees

Procedure / Process	Fee
Adult Family Home (DSHS Inspections) ²⁶	
Inspection, Pre-License, or Change to Exiting or Bedrooms	\$400.00

²⁵ Washington State Department of Revenue website: <https://dor.wa.gov/open-business/apply-business-license>

²⁶ Covers up to three (3) hours of staff time for completion of the inspection and inspection checklist. Additional permits may be required. The DSHS Adult Family Home Building Inspection Checklist is available online at: <https://www.dshs.wa.gov/altsa/residential-care-services/afh-building-inspections>

UTILITY CHARGES

The City of Edgewood does not own and/or operate several of the utilities serving the area, such as electricity, natural gas, solid waste, or water. Please contact the appropriate utility for any development charges or rates:

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

Utility Type	Provider(s)
Electric	Puget Sound Energy (https://www.pse.com/)
Garbage (Solid Waste)	Murrey's / DM Disposal (https://www.murreysdisposal.com/)
Gas	Puget Sound Energy (https://www.pse.com/)
On-Site Septic	Tacoma-Pierce County Health Department (TPCHD) (https://www.tpchd.org/)
Sanitary Sewer	Multiple – for service boundaries, see the Edgewood Interactive GIS Map ²⁷
Water	Multiple – for service boundaries, see the Edgewood Interactive GIS Map ²⁷

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

Charges are collected by the Pierce County Assessor-Treasurer with your property tax bill on behalf of the City, including any applicable utility tax.

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

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

Utility	Tax Rate
Cable Television (EMC 5.08.030(G))	6.00%
Gas (EMC 5.08.030(B))	6.00%
Light or Power (EMC 5.08.030(C))	6.00%
Sanitary Sewer / Surface Water / Water (EMC 5.08.030(E))	6.00%
Solid Waste (EMC 5.08.030(F))	6.00%
Telephone, Cellular or Regular (EMC 5.08.030(A) and (D))	6.00%

²⁷ The Edgewood Interactive GIS Map is available online at: <https://www.cityofedgewood.org/224/Maps-Directions>

Table U-4: Sanitary Sewer Utility Fees and Charges ([EMC Title 11](#))

The City of Edgewood owns a sanitary sewer utility that serves the Meridian Corridor and some adjacent areas, and it is currently operated and maintained by Lakehaven Water & Sewer District (LWSD) under Interlocal Agreement. LWSD also administers all sanitary sewer development review, permitting, and collects monthly rates for this utility on behalf of the city. Please refer to the [Edgewood Interactive GIS Map](#) for the current service area boundaries.

The table below lists all the fees and charges referenced by [EMC Title 11](#). Please contact LWSD to confirm and/or request an estimate for said fees and charges.

Fee Type	Fee
System Extension Agreements (EMC 11.35.090(H))	LWSD Development Engineering website
Application Fee	\$900.00 + \$2,600 Deposit
Plan Check Costs	Contact LWSD
Inspection Costs	Contact LWSD
Mapping Fee	Contact LWSD
Maintenance Bond Release Inspection Fee	\$760.00
Sewer Capacity Reservation Charge (EMC 11.30.080(F)(2))	Connection Charge (50%)
Latecomer Agreements (EMC Chapter 11.36)	Actual Costs
Reimbursement Fee (per transaction)	\$130.00
Connection Charges (EMC 11.40.110)	LWSD Development Engineering website
Processing Fee (<i>aka Connection Permit</i>)	\$570.00
Existing Facilities Charge	Not Applicable
Conveyance Development Charge (EMC 11.60.060)	\$7,387.00 per ERU (outside LID #1 only)
Future Facilities Charge (<i>aka Capital Facilities Charge</i>)	\$6,676.00 per ERU (LWSD)
Collection System Charge	Not Applicable
Inspection Charges	Contact LWSD
Existing Side Sewer Charges	Not Applicable
Latecomer Agreements	See Above
Credit for ERU Reservation	Contact LWSD if applicable
Transfer Fee	Contact LWSD if applicable
Treatment Charges (<i>commercial/industrial buildings only</i>)	Contact LWSD
Rates (EMC 11.60)	LWSD Sewer Rate website
LWSD Sewer Rates (bi-monthly, includes Utility Tax)	
Fixed Charge	\$31.91
Volume Charges – Single Family	\$6.68
Volume Charges – Other	See LWSD Sewer Rate website
City of Edgewood Sewer Rates (per month)	
Base Rate	\$5.00
Usage Rate (per 100 cubic feet)	\$0.95

ANIMAL AND KENNEL LICENSE FEES (METRO ANIMAL SERVICES)

Animal control and licensing services are provided by Metro Animal Services. The fees below are not a complete list of fees or services, provided pursuant to [EMC 6.01.020\(B\)](#) which references [Sumner Municipal Code \(SMC\) 6.04.030](#), and are subject to change without notice.

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

1. Completing the annual license process online at <https://metroanimalservices.org>; or
2. Submitting a completed *Pet License Application Form for Edgewood*²⁸ and payment:
 - By Mail / Check: Metro Animal Services, 1104 Maple Street, Ste 240, Sumner, WA 98390
 - In Person: Edgewood City Hall, 10440 Dom Calata Way E, Edgewood, WA 98372

License Type	Fee
Annual Cat License	
Juvenile (8 Weeks to 6 Months)	\$0.00
Adult (7 Months or Older)	
Unaltered	\$60.00
Spayed / Neutered ²⁹	\$12.00
Adult (7 Months or Older), Reduced Rate for Senior Citizens (65 or Older)	
Unaltered	\$30.00
Spayed / Neutered ²⁷	\$6.00
Annual Dog License	
Juvenile (8 Weeks to 6 Months)	\$0.00
Adult (7 Months or Older)	
Unaltered	\$60.00
Spayed / Neutered ²⁷	\$20.00
Adult (7 Months or Older), Reduced Rate for Senior Citizens (65 or Older)	
Unaltered	\$30.00
Spayed / Neutered ²⁷	\$10.00
Late Fees	
Renewal is 30 – 59 Days Late, per License	\$10.00
Renewal is 60 or More Days Late, per License	\$20.00
Kennel License ³⁰	\$75.00
Replacement of Lost or Damaged Tag	\$5.00

²⁸ Form is available online at: <https://metroanimalservices.org/i-have-a-pet/license-my-pet/>

²⁹ In order to receive the reduced rate for altered dogs and cats, owners must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.

³⁰ Kennel may require an Administrative Use Permit (AUP) or Conditional Use Permit (CUP), depending on the location. Additional fees apply.

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

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

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

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

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

Public Records Request Process	Fee
Alternative Fee ³¹	\$2.00
Certified Copies	
First Page	\$5.00
Per Additional Page	\$1.00
Customized Service Charge	RCW 42.56.120
Photocopies, up to 11 x 17 inches	
Black and White	\$0.15 / Side
Color	\$0.50 / Side
Photocopies, Oversized Documents	Unavailable
Scanning	
Scanning, up to 11 x 17 Inches	\$0.10 / Side
Scanning, over 11 x 17 Inches	\$0.25 / Side
Staff Time, over 30 Minutes (EMC 3.35.040)	Hourly Rate
Transmittal	
Per Four (4) Attachments, Uploads, or Other Electronic Delivery	\$0.05
Per Gigabyte of Electronic Transmission	\$0.10
Digital Transmittal Device (CD, Flash Drive, etc.)	Actual Cost
Physical Transmittal Device (Envelope, Box, Tube, etc.)	Actual Cost
Postage and Delivery	Actual Cost
Transcription of City Council, Board, Commission, or Hearing Examiner Meetings	Actual Cost
Viewing Records	No Charge

³¹ The City may, in its discretion, choose to impose a flat fee as an alternative to the fees in this section when the agency reasonably estimates and documents that the costs will be equal to or more than the listed flat fee.

FEE SCHEDULE UPDATE HISTORY

Resolution No.	Change	Effective Date
26-0XXX	Hourly Rate and Fee Updates	March 1, 2026
Ord. No. 25-0690	Transportation Impact Fee Updates	January 1, 2026
25-0778	School and Park Impact Fee Updates, other misc. cleanup	June 30, 2025
N/A	Annual Update to TIF Trip Rate (Table I-3), per EMC 4.30.130	January 1, 2025
24-0715	Update to TUP review fee.	April 15, 2024
23-0692	Complete update with reformatting.	January 1, 2024
16-0337	Complete update; first fee schedule adopted by resolution.	August 16, 2016