



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tues., July 30, 2019 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance & Roll Call

2. COUNCIL BUSINESS

- A. **Discussion** (*no material*) - Council Highlight – Fall 2019
- B. **Discussion** (*no material*) - Town Hall – Transportation
- C. **Discussion** (*no material*) - Connect over Coffee - Theme
- D.  **Discussion** - Amending Council Rules of Procedure Section 8.9 (8) Consent Agenda
- E.  **Discussion/Review** - Resolution – Pierce County Sheriff's Contract Amendment
- F.  **Discussion/Review** - Resolution – TIP Update 2020-2025
- G.  **Discussion/Review** - Ordinance – Parking Code
- H.  **Discussion/Review** - Resolution – General Sewer Plan Update
- I.  **Discussion/Review** - Interim Zoning Ordinance

3. OTHER COUNCIL ITEMS

4. ADJOURN

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

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



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Amending Council Rules of Procedure Section 8.9 (8) Consent Agenda		Agenda Item #:		2D
		For Agenda of:		July 30, 2019
		Prepared by:		Dave Gray
ATTACHMENTS (list): None				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	N/A	
Interim City Attorney, Ann Marie J. Soto	☐	Appropriation Required:	N/A	
City Clerk, Rachel Pitzel	☐	Timeline: Study Session 7/30/19 Council Action 8/13/19		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☐			
Police Chief, Micah Lundborg	☐			
Fiscal Note/Consideration: N/A				
SUMMARY STATEMENT: The City has received input from its new City Attorney that it is customary and usual to <u>not</u> read the full body of the Consent Agenda during adoption in a Regular Council Meeting, as a time saving and meeting flow consideration. Council Rules of Procedure Section 8.9 (8) currently reads: The Consent Agenda is comprised of routine, noncontroversial items that may be approved collectively by one motion. Items on the consent agenda will be read aloud by the Mayor or his/her designee prior to the approval vote and may include, but are not limited to, minutes, payment of budgeted claims, resolutions and ordinances that have been discussed at a previous Council meetings, bid awards, and previously discussed agreements. Any Councilmember may remove any item from the consent agenda for separate discussion and action. <i>Modified</i> Council Rules of Procedure Section 8.9 (8) will read: The consent agenda is comprised of routine, noncontroversial items that may be approved collectively by one motion. Any Councilmember may remove any item from the consent agenda for separate discussion and action.				
RECOMMENDED ACTION: MOTION to approve the modification to Council Rules of Procedures Section 8.9 (8) Consent Agenda, eliminating the requirement for reading the full body of the Consent Agenda. ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review				



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Pierce County Sheriff's Contract Amendment		Agenda Item #:		2E
		For Agenda of:		July 30, 2019
		Prepared by:		Dave Gray
ATTACHMENTS (list): ☒ Resolution No. 19-0xxx ☒ Exhibit A				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	N/A	
Interim City Attorney, Ann Marie J. Soto	☐	Appropriation Required:	N/A	
City Clerk, Rachel Pitzel	☐	Timeline: Study Session 7/30/19 Council Action 8/13/19		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☐			
Police Chief, Micah Lundborg	☐			
Fiscal Note/Consideration: The Pierce County law enforcement contract with the Pierce County Sheriff's Office is a substantial part of the annual City budget, this resolution and attached amendment simply binds the city and the county to an extension of the existing ILA contract terms. Those terms define the cost to the City pursuant to the contingent make-up of the City of Edgewood police force supplied by Pierce County.				
SUMMARY STATEMENT: The City has contracted with the County for law enforcement services since it incorporated in 1996. While the total contingent of patrol officers, specialty staff and Police Chief has increased and decreased during that time, the City's analysis of the contractual "partnership" has shown this model to be the highest level of service with the least liability for risk and out-of-pocket cost to the City. The contract has sunset language that is amended from time to time (this is amendment number five). It is anticipated that a new contract will be executed should the City increase their desired level of staffing beyond the current contingent, as it would require at a minimum, modification to the pay structure of the current City of Edgewood Police Chief.				
RECOMMENDED ACTION: MOTION to approve Resolution 19-xxxx authorizing the Mayor to execute Amendment #5 thereby extending the ILA contractual agreement with Pierce County Sheriff's Office through 2020.				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review				

RESOLUTION NO. 19-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, REQUESTING THE MAYOR EXECUTE AN AMENDMENT EXTENDING THE LAW ENFORCEMENT SERVICE CONTRACT WITH PIERCE COUNTY THROUGH DECEMBER 31, 2020.

WHEREAS, the City of Edgewood has enjoyed a mutually beneficial law enforcement services agreement with the Pierce County Sheriff's Department since the City's formation in 1996; and

WHEREAS, the City has continued to evaluate the cost at levels of service in detail every several years; and

WHEREAS, the result being the highest level of service for the lowest cost provided the citizens of Edgewood is integrating the City law enforcement effort into the larger, full service capability and capacity of the Pierce County Sheriff's Office; and

WHEREAS, the out-of-pocket contract cost, when viewed within the context of training, bargaining effort, hardware, software, equipment and liability, and the fact that as a part of the larger Sheriff's contingent capable of responding to the City's standing force as an integrated single department benefits both the City and the County;

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

Section 1. The Mayor is hereby authorized to execute the amendment attached as Exhibit A, extending the Interlocal Agreement for law enforcement services through December 31, 2020 and beyond per the amendment provisions.

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

ADOPTED this 13th day of August, 2019

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Amendment No. 5
to
Contract No. CC-30757
Between the City of Edgewood
And
Pierce County

This amendment modifies the agreement between the City of Edgewood and Pierce County relating to law enforcement services as follows.

SECTION 12. TERM OF THE CONTRACT AND TERMINATION, TERM OF AGREEMENT.

- A. The contract shall remain in effect through December 31, 2020. If either party wishes to terminate the contract, it shall give at least 6 months written notice. If neither party gives such notice, then the contract shall continue in effect until such notice is given, or until a new contract has been negotiated.

All other terms and conditions shall remain in full force and effect.

Signature page immediately following.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

UBI No. _____

Address: _____

Mailing
Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney Date

Approved:

Finance Date

Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: TIP Update 2020-2025		Agenda Item #:		2F
		For Agenda of:		July 30, 2019
		Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ DRAFT Resolution No. 19-0xxx ☒ DRAFT 2020-2025 TIP (Budget Spreadsheet)				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A	
Ann Marie J. Soto , Interim City Attorney	☐	Appropriation Required:	N/A	
City Clerk, Rachel Pitzel	☐	Timeline: Public Hearing – 08/13/19 Council Action – 08/27/19		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☐			
Fiscal Note/Consideration: As the Transportation Improvement Program (TIP) is a component of the annual budgeting process, the anticipated impacts to the City's budget and General Fund are outlined therein. TIPs are planning documents that express the Council's desires for future transportation improvements within the City. Local agency TIPs are also utilized by State and other planning agencies, for evaluating projects on a regional scale and consideration for outside funding resources. The TIP is not a final budget document; this is reserved for the actual budget that is adopted by the City Council towards the end of the City's fiscal year.				
SUMMARY STATEMENT: The City is required to put together a Transportation Improvement Program (TIP), in accordance with RCW 35.77.010 and the Transportation Element of the City's adopted Comprehensive Plan. The TIP outlines the projects, their estimated costs, anticipated timelines for work, and the expected funding sources. These plans serve as the guiding documents for Staff to implement as resources are made available through City financial resources or other identified funding sources (<i>i.e. TIB, WSDOT funding, other grants, loans, etc.</i>). The attached DRAFT plan represents Staff's updated recommendation as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. Staff relies on the City Council to help guide this planning in order to help it align with the Council's desires and the management of the City's financial resources.				
RECOMMENDED ACTION: Move to prepare the attached documents for Council consideration and Public Hearing slated for August 13, 2019.				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to Study Session for further review				

RESOLUTION NO. 19-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON, APPROVING
THE 2019-2024 SIX-YEAR TRANSPORTATION
IMPROVEMENT PLAN**

WHEREAS, per RCW 35.77.010, the City is required to annually update its Six-Year Transportation Improvement Plan (TIP) before July 1st of each year and file the updated Transportation Improvement Plan with the Washington State Department of Transportation within thirty (30) days of adoption; and

WHEREAS, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city shall perpetually have advanced plans available, looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

WHEREAS, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Plan as required by RCW 35.77.010; and

WHEREAS, per RCW 35.77.010, a public hearing was held on August 13, 2019 on the proposed updates to the Transportation Improvement Plan;

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

Section 1. The City Council does hereby approve the 2020-2025 Six-Year Transportation Improvement Plan (TIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

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

ADOPTED THIS 27TH DAY OF AUGUST, 2019.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
2020-2025 Transportation Improvement Plan (TIP)

DRAFT

Transportation Improvement Program (TIP)
Years 2020-2025

TIP Project No.	Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
		Prior Years (Actual)	2019 Estimate	2020	2021	2022	2023	2024	2025	Future Years		
1	Meridian Ave E / 32nd St E Intersection improvements	\$ -	\$ 60,000	\$ 340,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000	Coordinate inersection design with WSDOT, make pedestrian ADA upgrades. (50% TIF Eligible)
2	Meridian Ave E (SR-161) Preliminary Design	\$ -	\$ 30,000	\$ 150,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,000	Complete corridor study and preliminary design of cross section and supporting intersection treatments (<i>including roundabout evaluation</i>). (100% TIF Eligible)
3	Emergency Road Repair (<i>Weather Related</i>)	N/A	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	N/A	\$ 150,000	Road failures associated with severe weather events, wear and tear from freeze/thaw events and other causes.
4	Edgewood Drive Safety Improvements	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000	\$ -	\$ 2,350,000	Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (20% TIF Eligible)
5	Chrisella Road East Safety Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000	\$ 1,750,000	\$ -	\$ -	\$ 3,000,000	Improve pavement markings, signage, lighting, sight distance; improve intersection with 36th Street East and possible traffic calming measures. (20% TIF Eligible)
6	Citywide Road Preservation Program	N/A	\$ 260,000	\$ 270,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	\$ 320,000	N/A	\$ 2,030,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and digout repairs are included.
7	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000	Develop approximately 1.05 miles as a trail from 114th Avenue East to the City of Pacific.
8	Citywide Pedestrian Mobility and Safety Improvements (<i>Highest Priority</i>)	N/A	\$ 150,000	\$ 1,075,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	N/A	\$ 1,600,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study (20% TIF Eligible)
9	Citywide Traffic Safety Program	N/A	\$ 20,000	\$ 20,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	N/A	\$ 215,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruction of ADA deficiencies.
10	Citywide Road Maintenance Program (Traffic)	N/A	\$ 65,000	\$ 50,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	N/A	\$ 490,000	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
11	Meridian Parallel Road Network 104th/105th Ave E (8th to 10th)	N/A	\$ -	\$ 100,000	\$ 1,000,000	\$ 650,000	\$ -	\$ -	\$ -	N/A	\$ 1,750,000	Construct parallel road segment, closing gap and addressing access deficiencies. (100% TIF Eligible)
12	Meridian Ave E / Emerald Street Signal Improvements (TIF NP-3)	N/A	\$ -	\$ 50,000	\$ 170,000	\$ -	\$ -	\$ -	\$ -	N/A	\$ 220,000	Coordinate signal mast arm and detection design with WSDOT. (100% TIF Eligible)
13	36th Street E Walkway Extension Feas./Des./Build (TIF S-2/N-9)	N/A	\$ -	\$ -	\$ 50,000	\$ 450,000	\$ -	\$ -	\$ -	N/A	\$ 500,000	Study project scope and costs, design and construct extension of existing walkway to new park property.
Annual Totals		\$ -	\$ 585,000	\$ 2,730,000	\$ 2,260,000	\$ 1,600,000	\$ 1,835,000	\$ 2,270,000	\$ 2,230,000	\$ -	\$ 13,510,000	
				Proposed 6-Year Program Total: \$ 12,925,000								
TIB Funding:			\$ 120,000	\$ 630,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 750,000	2019/2020: Sidewalk connections (24th/Meridian) Applications for 2023/2024 due in 2020 Possible Future Grant Applications
STP/CMAQ Funding (PSRC/PCRC):			\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,400,000	\$ 1,360,000		\$ 3,760,000	
WSDOT Funding:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Public Works Trust Fund Loan:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total Unidentified Grant Funds:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total Anticipated Grant Funding:			\$ 120,000	\$ 630,000	\$ -	\$ -	\$ 1,000,000	\$ 1,400,000	\$ 1,360,000		\$ 4,510,000	
Total City Funds Needed:			\$ 465,000	\$ 2,100,000	\$ 2,260,000	\$ 1,600,000	\$ 835,000	\$ 870,000	\$ 870,000		\$ 9,000,000	
Traffic Impact Fees			\$ 90,000	\$ 815,000	\$ 1,610,000	\$ 665,000	\$ 265,000	\$ 365,000	\$ 355,000		\$ 4,165,000	Focused on Road Preservation Program ONLY
REET Funds			\$ 375,000	\$ 450,000	\$ 280,000	\$ 290,000	\$ 300,000	\$ 310,000	\$ 320,000		\$ 2,325,000	
Surface Water Fund			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
General Fund			\$ -	\$ 835,000	\$ 370,000	\$ 645,000	\$ 270,000	\$ 195,000	\$ 195,000		\$ 2,510,000	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 7/25/2019



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Parking Code Ordinance		Agenda Item #:		2G
		For Agenda of:		July 30, 2019
		Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ Draft Ordinance				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	\$0	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	\$0	
Interim City Attorney, Ann Marie J. Soto	☒	Appropriation Required:	\$0	
City Clerk, Rachel Pitzel	☐	Timeline: Council Action – 08/13/19		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☐			
Fiscal Note/Consideration: N/A				
SUMMARY STATEMENT: As the City has experienced rapid growth in recent years, new public roads have been developed—some that include on-street parking areas, some that do not. With this influx of new residents, the number of parking-related complaints has increased, with the City receiving more and more complaints of people parking improperly within the public right-of-way. The City contracts with the Pierce County Sheriff’s Office for law enforcement within Edgewood. The Pierce County Sheriff’s Office is able to enforce Pierce County Code (“PCC”) parking provisions within the City. In addition, the City has adopted the Model Traffic Ordinance (“MTO”) through Edgewood Municipal Code (“EMC”) Chapter 10.09. However, in staff’s opinion, the MTO and PCC do not provide sufficient parking regulations necessary to protect the public health, safety, and welfare of the citizens and visitors of Edgewood. Thus, staff recommends adopting a new chapter to the EMC related to parking enforcement, being more in line with regulations found in other municipalities in the area. Several edits have been made to the attached draft ordinance in response to comments received at the July 16, 2019 study session. Also contained in the attached draft is a list of streets designated as “No Parking – Tow-Away Zones”. Several of these are recently constructed public roads with no parking facilities, and others are road segments that have been previously marked as “No Parking” zones. Staff again encourages the Council to discuss whether or not to modify this list during their deliberation.				
RECOMMENDED ACTION: Hold a discussion and provide staff direction for adoption of the new Chapter 10.12, “Parking,” to the Edgewood Municipal Code.				

ORDINANCE NO. 19-0XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO PARKING OF VEHICLES IN THE RIGHT-OF-WAY; ADOPTING A NEW CHAPTER 10.12 OF THE EDGEWOOD MUNICIPAL CODE ENTITLED “PARKING”; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City has experienced rapid growth in recent years, which has included the construction of new public roads—some that include on-street parking areas, and some that do not; and

WHEREAS, with the influx of new residents, the number of parking-related complaints has increased; and

WHEREAS, the City has adopted the Model Traffic Ordinance (“MTO”) in Edgewood Municipal Code Chapter 10.09; and

WHEREAS, the City contracts with the Pierce County Sheriff’s Office for law enforcement, who enforces Pierce County Code (“PCC”) parking provisions within the City; and

WHEREAS, while the PCC and MTO provide some regulations related to parking, the City has found that additional or different regulations are necessary to protect the public health, safety and welfare of its citizens and visitors in line with the regulations being enforced by other municipalities in the area; and

WHEREAS, the Council considered this Ordinance during its July 16, 2019 and July 30, 2019 study sessions; and

WHEREAS, the Council considered this Ordinance during its regular City Council meeting of August 13, 2019;

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

Section 1. New EMC Chapter 10.12 (Parking) Adopted. A new Edgewood Municipal Code Chapter 10.12, entitled “Parking,” is hereby adopted as set forth in Exhibit A attached hereto and by this reference fully incorporated herein.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

ADOPTED THIS 13TH DAY OF AUGUST, 2019.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, Interim City Attorney

Published:
Effective Date:

Exhibit A

**CHAPTER 10.12
PARKING**

Sections:

- 10.12.005 Purpose.
- 10.12.010 Definitions.
- 10.12.020 Parking prohibited.
- 10.12.030 No parking in fire lane.
- 10.12.040 Owner responsible.
- 10.12.050 Violation – Penalty.
- 10.12.060 Impoundment authorized.

10.12.005 Purpose.

The City adopted the Model Traffic Ordinance (chapter 308-330 WAC) by reference in Chapter 10.09 EMC. Pursuant to RCW 46.61.570, the Model Traffic Ordinance authorizes the City to restrict parking and establish no parking zones on city streets and other rights-of-way within the city. The City Council finds that it is necessary and appropriate for public safety reasons to establish restricted parking and no parking zones on City streets and other rights-of-way within the City. It is the intent of this Chapter to ensure the effective utilization of the City's public parking resources, promote and protect property values, and to provide for the health, safety, and welfare of the citizens. In the case of any conflict between this Chapter and the statutes and regulations adopted by reference in Chapter 10.09 EMC, the provisions of this Chapter shall apply.

10.12.010 Definitions.

The definitions contained in RCW 46.04 (as adopted by reference in Chapter 10.09 EMC) are applicable in this Chapter. The following additional definitions are applicable in this Chapter unless the context otherwise requires:

“Block” means the area comprised of properties along each side of a street between two intersections.

“Fire lane” means the area within any public or private property reserved for fire vehicles and other firefighting apparatus and emergency equipment to use, travel upon and/or park.

“Parking zone” means any continuous section on the same street or either side of the street having the same parking time restriction.

“Recreational vehicle” means a travel trailer, camper, mobile home, motor home, fifth-wheel trailer, or similar vehicles which provide facilities for human habitation. “Recreational vehicles” also includes boats, personal watercraft, snowmobiles and the like.

“Right-of-way” or “street” means any highway, avenue, lane, road, drive, place, boulevard, alley, right-of-way, way, sidewalk, planting or parking strip, shoulder and every way or place in the City of Edgewood open as a matter of right to public vehicular travel or parking or other similar public use. For the purposes of this chapter, this definition does not include any of the facilities listed above that are privately-owned and maintained.

“Vehicle” means the same as defined under RCW 46.04.670, while also including a boat trailer with or without a boat situated thereon and a marine vehicle, trailered or non-trailered.

10.12.015 Enforcement authority.

It shall be the duty of the Edgewood Police Department to enforce this chapter.

Commented [JM1]: Added language to address enforcement comment, using Puyallup Municipal Code 10.12.010(1) as the basis.

10.12.020 Parking prohibited.

Unless otherwise authorized under a Street Use Permit, obtained pursuant to Chapter 12.16 EMC, the parking and storage of vehicles upon City streets and right-of-way is prohibited or limited as specified below:

Commented [JM2]: Added language to address Council comment, allowing for special circumstances.

- A. When official signs, markings or other devices are erected or placed upon any rights-of-way or any portion thereof regulating parking by vehicles, no person shall park a vehicle or cause a vehicle to remain on any rights-of-way in violation of such signs, markings or other devices. Vehicles in violation of this section are subject to impoundment as provided by law.
- B. A vehicle may not be parked on any right-of-way unless the vehicle can be placed completely off the traveled portion of the roadway.
- C. No person shall park a vehicle upon any right-of-way in a manner that obstructs, interferes with, or impedes the flow of traffic or in any manner that otherwise creates a safety hazard.
- D. No person shall park a vehicle upon any right-of-way in such a manner as to leave available less than 20 feet of the width of the roadway (or entire width of the paved roadway if less than 20 feet) for free movement of vehicular traffic.
- E. No person shall park, leave, or allow to remain any unlicensed vehicle and/or other equipment on any right-of-way.
- F. It is unlawful to park any commercial vehicles, including detached commercial trailers, on any right-of-way.
- G. It is unlawful for the owner, operator, or user of any recreational vehicle to park or leave such vehicle parked on any right-of-way.
- H. It is unlawful to park a vehicle upon the roadway within 30 feet of an intersection.
- I. No person shall park on any right-of-way a vehicle which is temporarily or permanently inoperative for any reason whatsoever, except parking for emergency repairs not requiring more than 48 consecutive hours total time shall be permitted.
- J. No person shall park any vehicle on any right-of-way for more than 48 consecutive hours.
- J.K. No person shall park on any right-of-way any vehicle, including any recreational vehicle, incapable of self-locomotion.
- K.L. No person shall park a vehicle within 10 feet of a clearly visible mailbox which is located directly adjacent to curbside or on a public right-of-way, between the hours of 8:00 a.m. and 6:00 p.m. on all days of scheduled mail delivery by the United States postal service. Vehicles in violation of this section are subject to impoundment as provided by law.
- L.M. No person shall park a vehicle in any areas designated with official “No Parking” signage or markings. In addition, the following areas are subject to immediate impoundment:

Commented [JM3]: Added per Council comments, taken from Puyallup Municipal Code 10.36.110, but using 48 hours to be consistent with emergency repair provision.

NO PARKING – TOW-AWAY ZONE

Street	From	To
Westridge Parkway (31 st Street East)	Freeman Road East	86 th Avenue East
104 th Avenue East	8 th Street East	13 th Street Court East
22 nd Street East	Meridian Avenue East	104 th Avenue East
104 th Avenue East	22 nd Street East	24 th Street East
<u>24th Street East</u>	<u>108th Avenue East</u>	<u>110th Avenue East</u>
<u>110th Avenue East (west side)</u>	<u>24th Street East</u>	<u>2600 Block</u>
<u>110th Avenue East (east side)</u>	<u>21st Street Court East</u>	<u>24th Street East</u>
<u>36th Street East</u>	<u>11600 Block</u>	<u>116th Avenue Court East</u>

~~M.N.~~ The limitations in this section shall not relieve any person from the duty to observe more restrictive official signs prohibiting or limiting parking of vehicles in specified places or at specified times.

10.12.030 No parking in fire lane.

- A. No person shall stop, stand or park a vehicle, whether occupied or not, within any fire lane except:
1. Momentarily to pick up or discharge a passenger or passengers, provided the driver must remain with the vehicle at all times and must immediately vacate the fire lane if a fire truck or other firefighting or emergency vehicle arrives; or
 2. When necessary to temporarily avoid conflict with other moving traffic; or
 3. In compliance with the direction of a police officer, fire official, traffic control sign, signal or device.
- B. Fire lane locations shall be designated by the building official, fire marshal or city traffic engineer and identified either by a red painted curb or appropriate signage prohibiting parking due to the fire lane.

~~B.C.~~ For the purposes of this chapter and unless otherwise officially marked and designated, all cul-de-sacs and emergency vehicle turnarounds shall be considered fire lanes, with or without marking or signage.

Commented [JM4]: Added language to address Council comment, wanting to ensure these areas are kept clear.

10.12.040 Owner responsible.

- A. Every person in whose name a vehicle is registered shall be responsible for any violation of this Chapter caused by the parking of the vehicle in violation of this Chapter.
- B. It shall be no defense that the vehicle was parked illegally by another, unless proof is presented that the vehicle has been stolen and had not been returned to the registered owner by the date of the violation.
- C. This section shall not apply to registered owners transferring vehicle ownership who have complied with RCW 46.52.140 prior to the date of the violation.

10.12.050 Violation – Penalty.

- A. Unless otherwise designated, a violation of any provision of this Chapter is a civil infraction, which shall be subject to a monetary penalty in the amount of \$20.00. Each act in violation of any of the provisions hereof shall be deemed a separate offense.
- B. Violations of Section 10.12.030 – “No Parking in Fire Lane” are civil infractions and the violator shall be subject to a monetary penalty in the amount of \$150.00.

10.12.060 Impoundment authorized.

In addition to any other penalty provided by this Chapter, any vehicle in violation of this Chapter may be subject to impoundment as provided by Chapter 46.55 RCW as now enacted or as subsequently amended.



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: General Sewer Plan Update		Agenda Item #:		2H
		For Agenda of:		July 30, 2019
		Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ RFQ Notice, including Addendum No. 1 ☒ RFQ Response submitted by Grey & Osborne, Inc. ☒ Draft Resolution and Professional Services Agreement with Grey & Osborne, Inc.				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	\$157,170	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	\$150,000	
Interim City Attorney, Ann Marie J. Soto	☐	Appropriation Required:	\$7,170	
City Clerk, Rachel Pitzel	☐	Timeline: Council Action – 08/13/19		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☐			
Fiscal Note/Consideration: The approved 2019 budget identified \$150,000 within the Sanitary Sewer Utility Capital Budget (Project SS-1), using Real Estate Excise Tax (REET) revenues to fund the work needed to update the City's current GSP as discussed below. In consideration of the City's scope of work, the selected consultant, Grey & Osborne, Inc., has requested a contract budget of \$157,170, being \$7,170 more than budgeted. Staff anticipates REET revenues and the existing fund balance will accommodate this difference.				
SUMMARY STATEMENT: The currently adopted General Sewer Plan (GSP) was developed by Parametrix, Inc. in 2004, then approved by the Department of Ecology and adopted by the City of Edgewood in June 2007. An amendment to the City of Fife's Sewer Plan was completed in 2014 and adopted by Fife in 2016, allowing sewer connections in the Non-Core Phase 1 West area. Edgewood's adopted plan currently prohibits sewer extensions and connections outside of the Phase One service area until 2027 or later, but staff and Council recognize the potential need to provide sanitary sewer service to existing residents with at-risk or failing septic systems in a more timely fashion. For these reasons, staff published a Request for Qualifications (RFQ) soliciting firms to assist with updating the GSP, including but not limited to the following tasks: a) consideration of existing service boundaries, infrastructure routes, flows, and phasing options, b) consider possible revisions and adjustments thereto, considering topography/elevations, costs, legal and regulatory requirements, c) consultation with the Washington State Department of Ecology and other relevant agencies to obtain plan approval, d) performing a Rate Analysis for operations and capital needs, and e) recommendation of any Municipal Code revisions, in support of the aforementioned tasks. Edgewood also has multiple Inter-Local Agreements (ILA's) with neighboring Cities and Districts regarding sanitary sewer service within Edgewood, and one or more of these may require updating concurrent with or subsequent to this project. Both G&O and City Staff will be bringing updates to the Planning Commission, City Council, and general public for their consideration and input throughout this process.				

Because this task can only be performed by an engineer, the City is required to use the procedure established in Chapter 39.80 RCW. This procedure has been satisfied by advertising a Request for Qualifications (RFQ) on April 26, 2019, issuing an Addendum on May 17, 2018, evaluating and scoring the submittals received by the May 23, 2019 deadline, interviewing of the top two (2) scoring teams on June 18, 2019, and selecting the highest-scoring qualified team on June 24, 2019. The selected team is Grey & Osborne, Inc., and the draft contract is attached herewith.

Attached with this summary are the published RFQ, Addendum, G&O's Submittal of Qualifications (SOQ), and the draft resolution authorizing execution of the Professional Services Agreement and Scope of Work (also attached). As published in the RFQ Addendum, it is Staff's goal to execute the agreement by August 13, 2019.

RECOMMENDED ACTION: Hold a discussion and approve the attached resolution, authorizing the Professional Services Agreement with Grey & Osborne, Inc.

City of Edgewood

REQUEST FOR QUALIFICATIONS

2019 GENERAL SEWER PLAN UPDATE

I. PURPOSE OF REQUEST

The City of Edgewood is requesting statements of qualifications from professional engineering and planning consultants licensed under the laws of the state of Washington to complete three tasks in support of our Sanitary Sewer Utility, pursuant to Washington State Law:

1. Update the City's General Sewer Plan, including but not limited to:
 - a. consideration of existing service boundaries, infrastructure routes, flows, and phasing options,
 - b. possible revisions and adjustments thereto, considering topography/elevations, costs, legal and regulatory requirements, and
 - c. consultation with the Washington State Department of Ecology and other relevant agencies to obtain plan approval.
2. Perform a Rate Analysis for operations and capital needs, and
3. Recommend Municipal Code Revisions, in support of the aforementioned tasks.

The City of Edgewood does not expect or require a large amount of preliminary work to be performed by the applicants for this phase of the selection process. It is the City's intent to select consultants based on qualifications, abilities, past performance and the ability to perform the necessary work and to complete the project within the timeframe specified. **Do not submit any price or fee information at this time. Firms providing such information as part of their response to this RFQ will be disqualified.**

II. BACKGROUND

The City of Edgewood is 8.9 square miles and home to approximately 11,500 residents. The City is entirely within Pierce County and is geographically located in the "North Hill" area surrounded by the cities of Milton, Fife, Puyallup and Sumner. The City's northern boundary is adjacent to King County. Incorporated as a code city, the City of Edgewood formed on February 28, 1996 and has operated under the strong Mayor form of government since August 2015. The City is required to plan under the Growth Management Act, chapter 36.70A RCW.

The City is required to submit its General Sewer Plan and subsequent updates to the Department of Ecology for approval under RCW 90.48.110. The currently adopted General Sewer Plan was developed by Parametrix, Inc. in 2004, then approved by the Department of Ecology and adopted by the City of Edgewood in June 2007. An amendment to the City of Fife's Sewer Plan was completed in 2014 and adopted by Fife in 2016, allowing sewer connections in the Non-Core Phase 1 West area. Edgewood has multiple Inter-Local Agreements (ILA's) with neighboring Cities and Districts regarding sanitary sewer service within Edgewood, and one or more of these may require updating concurrent with or subsequent to this project.

III. TIME SCHEDULE

The City will attempt to follow this timetable, with the goal of having all tasks completed by December 31, 2020.

Publish RFQ	April 26, 2019
Deadline for Submittal of Qualifications	May 23, 2019
Preliminary Selection of Firms	June 7, 2019
Interviews	June 17 – 21, 2019
Notify Firm Chosen	July 3, 2019
Contract Negotiations	July 8 – 25, 2019
Council Study Session Contract Review	July 30 - August 6, 2019
Contract Approval by Council	August 13, 2019
Execution of Agreement with Consultant	August 14, 2019

IV. INSTRUCTIONS TO PROPOSERS

- A. **Three (3) hard copies and one (1) electronic copy** of the response to the City's RFQ should be submitted by 4:30pm Thursday, May 23, 2019. No faxed or e-mail copies will be accepted. It is the responsibility of the firm to ensure the qualifications statements arrive on time and to the correct location. Any qualifications statements received after the scheduled closing time shall be returned to the firm unopened.
- B. All submittals should be sent or hand delivered to:
- City of Edgewood
Attn: City Clerk
2224 104th Avenue E
Edgewood, WA 98372-1513
- C. Responses to the RFQ should be prepared simply and economically, providing a straightforward, concise description of provider's capabilities to satisfy the requirements of the request. All responses shall be limited to **fifteen (15) pages of total content, including a cover letter**.
- D. All qualifications must include the following information:
1. The names of individuals who will be working on the proposed services, their training, experience other qualifications and their proposed areas of responsibility with regard to this project.
 2. A brief overview of the company, including how long in business, privately or publicly owned, etc.
 3. At least three (3) references, including entity name, contact person and telephone number. Municipal references preferred.
 4. Ability to execute the contract provided with this RFP upon award.

V. SELECTION CRITERIA

The following will be used to evaluate the applicants:

- A. Demonstrated experience and expertise preparing General Sewer Plans – **15 points**
- B. Experience in preparing sanitary sewer facility plans and cost estimates – **20 points**
- C. Experience preparing rate studies to support sanitary sewer capital facilities plans – **15 points**
- D. Ability of firm to complete tasks quickly and on time – **10 points**

- E. References and prior experience working on similar projects / with small cities – **10 points**
- F. Experience preparing and presenting materials before City Council – **10 points**
- G. General impressions and presentation of qualifications – **5 points**
- H. Proposed Project Approach – **15 points**

VI. SCOPE OF WORK

It is in the interest of the City of Edgewood to execute a contract with a qualified consultant firm/team to perform the following tasks:

Task 1: Update the General Sewer Plan

- A. Review the current plan, prepared by Parametrix and adopted in 2007, for consistency with current regulations and standards adopted by the City and State since its adoption.
- B. Review and ensure coordination with adjacent jurisdictions and their General Sewer Plans, as they relate to provision of sanitary sewer service within the City of Edgewood.
- C. Coordinate with City staff regarding areas of concern, particularly developed areas in proximity to Phase 1 of the existing General Sewer Plan.
- D. Based on the results of the above review and coordination, prepare an updated General Sewer Plan, identifying capital improvements and any additional analysis needed to address sanitary sewer service deficiencies.

Task 2: Perform a Rate Analysis

- A. Review the current sanitary sewer utility rate ordinance, Edgewood Municipal Code (EMC) Chapter 11.60, for adequacy to meet the expenditures set forth in Task 1, including:
 - a. Annual operation and maintenance cost projections, identifying capital improvement options, costs and implementation timelines (identified in Task 1),
 - b. Complying with the requirements of the Washington State Department of Ecology and other relevant agencies,
 - c. Historical expenditure records, and
 - d. City staff input.
- B. Study, analyze and identify alternative funding sources.
- C. Recommend applicable increases in the sewer utility rates, GFC's, connection fees and processing fees to implement the General Sewer Plan update, which may utilize the current or propose a new rate schedule to ensure equitable distribution of fees, and any applicable municipal code revisions (EMC 11.60).

- D. Prepare and summarize the cost of services, needed revenue adjustments and an implementation strategy and schedule.

Task 3: Recommend Municipal Code Revisions

- A. Review the remainder of the current sanitary sewer utility ordinance, Edgewood Municipal Code (EMC) Title 11, for adequacy to implement the General Sewer Plan update under Task 1, including:
 - a. Development of policy to support construction of the proposed sanitary sewer network,
 - b. Development of policy to support adequate connection to the sanitary sewer utility,
 - c. Consideration of City Council and staff input, and
 - d. Review of existing comprehensive plan goals and policies for consistency, recommending updates and revisions as needed.
- B. Recommend modifications to the ordinance to comply with the above and chapter 35.67 RCW, including but not limited to updating Edgewood's public works standards relating to sanitary sewer.

VII. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all responses to this RFQ and to re-issue the same or a different RFQ, in the City's discretion.
- B. The City reserves the right to request clarification of information submitted and to request additional information from any firm.
- C. The City reserves the right to reject all responses to the RFQ, or to award any contract to the next most qualified firm, if the successful firm does not execute a contract or refuses to execute the City's form contract by the proposed date of August 14th, 2019.
- D. The contract resulting from acceptance of a proposal by the City is attached hereto. The City reserves the right to reject any proposed amendments to the City's form contract.
- E. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or submitting its response to the RFQ.
- F. The City reserves the right to waive irregularities and informalities in the submittal and evaluation process.

VIII. OTHER INFORMATION

Please refer to the attached Professional Services Agreement template. Background documents for this project can be found on the City of Edgewood's website, including the current General Sewer Plan, the ILA's, and municipal code. For additional information or explanation of the intent of these specifications, please contact the City with your questions via e-mail to Jeremy Metzler, PE, Public Works Director at jeremy@cityofedgewood.org, or by telephone at (253) 952-3299.

City of Edgewood
REQUEST FOR QUALIFICATIONS
2019 GENERAL SEWER PLAN UPDATE
ADDENDUM No. 1

In response to questions and requests received to date, the City of Edgewood is issuing this addendum to ensure fairness and transparency in the review and selection process.

Q: Is there a map showing what sewer facilities are in place now?

A: A map showing the existing buildout, limits of Phase One and LID #1 is now linked on the RFQ website (LID #1 Map). There are some parcels served by existing Pierce County Sewers not shown on this map, but said sewers can be viewed on Pierce County PublicGIS. Finally, the City of Fife serves the Westridge Subdivision and land between it and Yuma Street (to the north) – these are not in the City of Edgewood service area.

Q: Did the Meridian Ave. LID 1 get built?

A: Yes, see LID #1 Map mentioned above.

Q: Does the City have a financial consultant they prefer to work with?

A: The City does not have a preferred financial consultant.

Q: What are the major goals of the General Sewer Planning effort?

A: See Sections I and VI of the published RFQ. In general, the City needs the GSP reviewed and updated to ensure adequate provision of sanitary sewer service throughout the City in a manner consistent with the Comprehensive Plan.

Q: For code revisions, are there specific revisions you had in mind? Are the code revisions more engineering related or public policy? Or are you looking for more of a general code review to make sure it's up to date?

A: See Section VI, Task 3 of the published RFQ. The City has no specific revisions in mind at this time, but recognizes the current code does not necessarily align with the goals and policies of the Comprehensive Plan and City Council.

Q: Is the latest Interlocal Agreement with Lakehaven Utility District available for review?

A: Please see the "Lakehaven MOU / ILA" link on the RFQ website.

Any further questions, including requests for clarification, shall be submitted in writing (via email) to Jeremy Metzler, PE, Public Works Director at jeremy@cityofedgewood.org, and will be compiled, answered, and posted on the RFP website no later than close of business Wednesday, May 22, 2019. Interested parties may also request email notification of said posting by contacting the City beforehand.



Statement of Qualifications

City of Edgewood

2019 General Sewer Plan Update



May 22, 2019

Ms. Rachel Pitzel
City Clerk
City of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372-1513

SUBJECT: REQUEST FOR QUALIFICATIONS, 2019 GENERAL SEWER PLAN UPDATE
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
G&O #20195.55

Dear Ms. Pitzel:

Gray & Osborne is pleased to submit this Statement of Qualifications for the 2019 General Sewer Plan Update. Gray & Osborne specializes in utility planning, design, and construction administration solely for public agencies of all sizes throughout Washington State, and we are uniquely qualified to complete the project described in the Request for Qualifications.

We have assembled a project team with extensive experience in utility planning that is supported by our in-house staff of approximately 60 licensed civil, structural, mechanical, chemical, and electrical professional engineers, with the capacity and expertise to assist our team to complete this project on time and within budget. For this project, we have teamed with FCS Group for rate/financial evaluation. We have teamed with FCS for several projects within the past 3 years, including projects similar to Edgewood's that involved new or expanding sewer utilities where financial, engineering, municipal code, and policy issues were all linked and had to be addressed in a comprehensive manner to ensure the growth and financial health of the utility.

Our success as a company relies not just on our technical expertise, but in establishing excellent relationships with our clients. Our approach emphasizes good communication throughout the project with City project managers and staff close to the job. We find that this is the best way to meet your goals of consistent, timely, and within-budget support.

We have enjoyed working with the City on the recent City Hall Parking Lot and the 56th Street East Stormwater Improvements projects. We bring valuable experience and resources to the completion of the 2019 General Sewer Plan Update. We would appreciate the opportunity work with the City on this important project and have the ability to execute the contract provided with the RFP upon award. Please contact me at (206) 284-0860 if you have any questions related to our experience or would like additional information.

Sincerely,

GRAY & OSBORNE, INC.



Tani Stafford, P.E.

TLS/hh



ABOUT GRAY & OSBORNE

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Gray & Osborne is a multidiscipline consulting engineering firm that has served public agencies throughout Washington State since 1935. We specialize in the planning, design, and construction management of sewer, water, transportation, stormwater, and utility infrastructure. Our staff of 140 experienced professionals includes engineers and technical staff in the following disciplines:



Licensed Engineers:

- Civil
- Mechanical
- Environmental
- Structural
- Electrical
- Chemical

Design Professionals:

- Professional Land Surveyors
- Construction Managers/Resident Inspectors
- Geographical Information System (GIS) Technicians
- Computer-Aided Designers and Drafters
- Financial Consultants
- Environmental and Permitting Specialists

With this depth and diversity of expertise, we can provide innovative solutions to our clients' engineering challenges within their budget and schedule expectations.

We maintain offices in Seattle, Yakima, Olympia, Arlington, Wenatchee, and Vancouver to allow us to provide the personal client service of a local firm while providing the depth, expertise, and resources of a large regional firm. Many public agencies have used our services for decades because of the quality of our work and our commitment to client service.

The employees of Gray & Osborne recognize the importance of public works projects in the communities where we serve. We approach each project first as citizens and taxpayers, and second as engineers. Our goal is to effectively and efficiently help Washington State communities preserve the environment and improve their quality of life as we have since 1935.

Contacts: Tani Stafford, P.E., Principal-in-Charge
Jay Swift, P.E., Project Manager

Gray & Osborne, Inc.
1130 Rainier Avenue South, Suite 300
Seattle, Washington 98144

p 206.284.0860
f 206.283.3206

www.g-o.com
tstafford@g-o.com
jswift@g-o.com



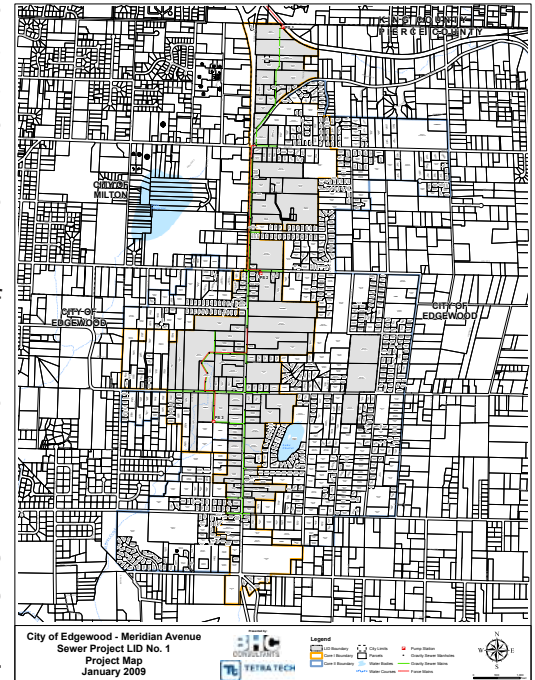


PROJECT UNDERSTANDING

The City of Edgewood seeks a consulting team to prepare an update to the City's General Sewer Plan to provide a road map for expanding sewer infrastructure in future years. The existing Plan was updated in 2007 and includes three phases for sewer expansion within the city limits. An emphasis was given to Phase I which includes providing service along the State Route 161/Meridian corridor as well as 24th Street East as this area was intended to develop more intensely in the near term. Based upon the plans for Phase I, Local Improvement District 1 was created and new sewer infrastructure was installed.

The RFQ indicates the following scope of work for the update of the General Sewer Plan include:

- Updating/reviewing the current Plan including service boundaries, proposed sewer infrastructure, and phasing alternatives.
- Conducting a rate analysis.
- Revising the municipal code ensuring policy is in place to support construction of new sewers and connection to existing sewers.
- Review/modify public works standards relating to sewer infrastructure.



The key objective of the scope of work is to develop a plan that includes appropriately phased infrastructure expansion plans with a strategy on how to fund this expansion as well as the operation/maintenance needs associated with it. The plan should also provide an asset management framework to facilitate future repair/replacement plans and decisions.

From the above project understanding, we have developed the following project approach.

PROJECT APPROACH

With the experience and technical expertise of our proposed project team, we would provide the City with a usable, high-quality plan that meets the requirements of WAC Section 173-240-050. Our proposed approach to completing the General Sewer Plan Update is described below.

Project Scoping

As the first order of work for the project, we would meet with City staff and develop a detailed scope of work as well as discuss project issues and communication protocols. The scope of work would identify project issues, work tasks, milestones, deliverables, and schedule. Using this scope of work, we would prepare a cost proposal and contract for execution. During each phase of the project, deliverables would be produced for the City. These deliverables would be internally reviewed for quality assurance/quality control (QA/QC) and then submitted to the City in accordance with the project schedule. Following each submittal, our project team would meet with City staff to review materials and develop a consensus on decisions impacting the project.

Collect/Review Data

We would begin the General Sewer Plan Update by collecting and reviewing available planning documents. This task would include preparing a list of required information to be provided by the City along with target dates to receive particular information so that City staff can prioritize their efforts. Data that we typically request includes updated sewer base map information, water use information, sewer connection information, and sewer utility financial data. Prior to preparing our list, we will review the data we currently have and identify what data we can get from other sources and only request missing data.

Background/Planning Update

We would update Chapter 1 which describes the background, planning, and land use data. This would include updating the City's sewer collection system base map as necessary. Efforts will be made to understand and review the current sewer service area boundaries as well as the proposed expansion area. Modifications to these areas will be proposed if deemed necessary. It is fundamental that consideration is given to downstream recipients and that a full understanding and communicative effort is given to these agencies in order to provide a plan that allows the City success with its future infrastructure projects.

Analysis and Projection of Flows

The next step would be to evaluate existing and future flows that must be conveyed and treated. We would review winter water use data to assist with development of base flows so as to predict an average flow unit to be applied throughout the City. We would use this data along with population projections, projected commercial development and operations, and future zoning to project future flows for the planning period and buildout in the collection system.

Collection System Evaluation

A review of the planned phases will be conducted to verify whether the current Plan's approach to providing sewer infrastructure in the City is appropriate. Consideration will be given to appropriate sewer routes, phasing, and downstream concerns including interlocal agreements the City currently has with neighboring jurisdictions. Gray & Osborne will meet with City staff to fully understand areas of significance, especially those prone to development in the near future. Planning level cost estimates will be prepared for the collection system alternatives and included in the financial analysis. Existing facilities will be inventoried and documented to provide the framework for an asset management approach to future repair/replacement needs.

Policy/Code/Standards Evaluation

Gray & Osborne will review the City's current municipal code and sewer-related policies to ensure they are sufficient for adequately addressing new sewer infrastructure, connections to the existing sewer system, and that they address operations and maintenance needs as well. The codes and policies will be reviewed with City staff and will be reviewed against the City's Comprehensive Plan goals and other general citywide goals for consistency. Our team will also examine the current public works standards as they relate to sewer infrastructure to ensure they meet or exceed current industry standards.

As a relatively new sewer utility, a key issue for this Plan will be to ensure that the utility is adequately funded in a fair and equitable manner, and that the City has an updated municipal code that provides policies and incentives to ensure the growth of the system. Gray & Osborne and FCS have worked together on several sewer plan projects involving new or expanding sewer utilities, most recently for the City of Wenatchee and the community of Carlsborg in Clallam County.

Financial challenges are a major hurdle for new utilities. Recognizing this, Gray & Osborne prepares grant and loan applications as a free service for our clients, and has obtained over \$30 million in grants for clients over the past 3 years, including over \$10 million already in 2019.

Capital Improvement Plan and Financial Analysis

The improvements identified in the collection system evaluation would be summarized and scheduled in a preliminary capital improvement plan with realistic time frames. The City's historical sewer utility revenues and expenditures would be evaluated and projected forward for future years. FCS and Gray & Osborne would then meet with the City to review the financial impacts of the proposed improvement plan and determine whether modifications to the improvement schedule are necessary based upon the City's operational and capital needs. Once a final improvement plan is determined, the potential impact on sewer rates and/or connection charges would be identified and a recommended schedule of rate implementation would be provided. Potential financing mechanisms for required improvements would also be evaluated and identified.

SEPA Compliance

A SEPA checklist would be prepared to identify environmental impacts of the General Sewer Plan.

Public Meetings

We would be available to assist the City with presentation of the plan at public meetings and can also address any public comments.

Review and Response to Agency Comments

We would assist the City with obtaining Ecology approval of the plan. Based on our experience with the similar planning efforts, this will likely require meeting with Ecology to discuss issues and move the project forward through the review and approval process.



PROJECT TEAM

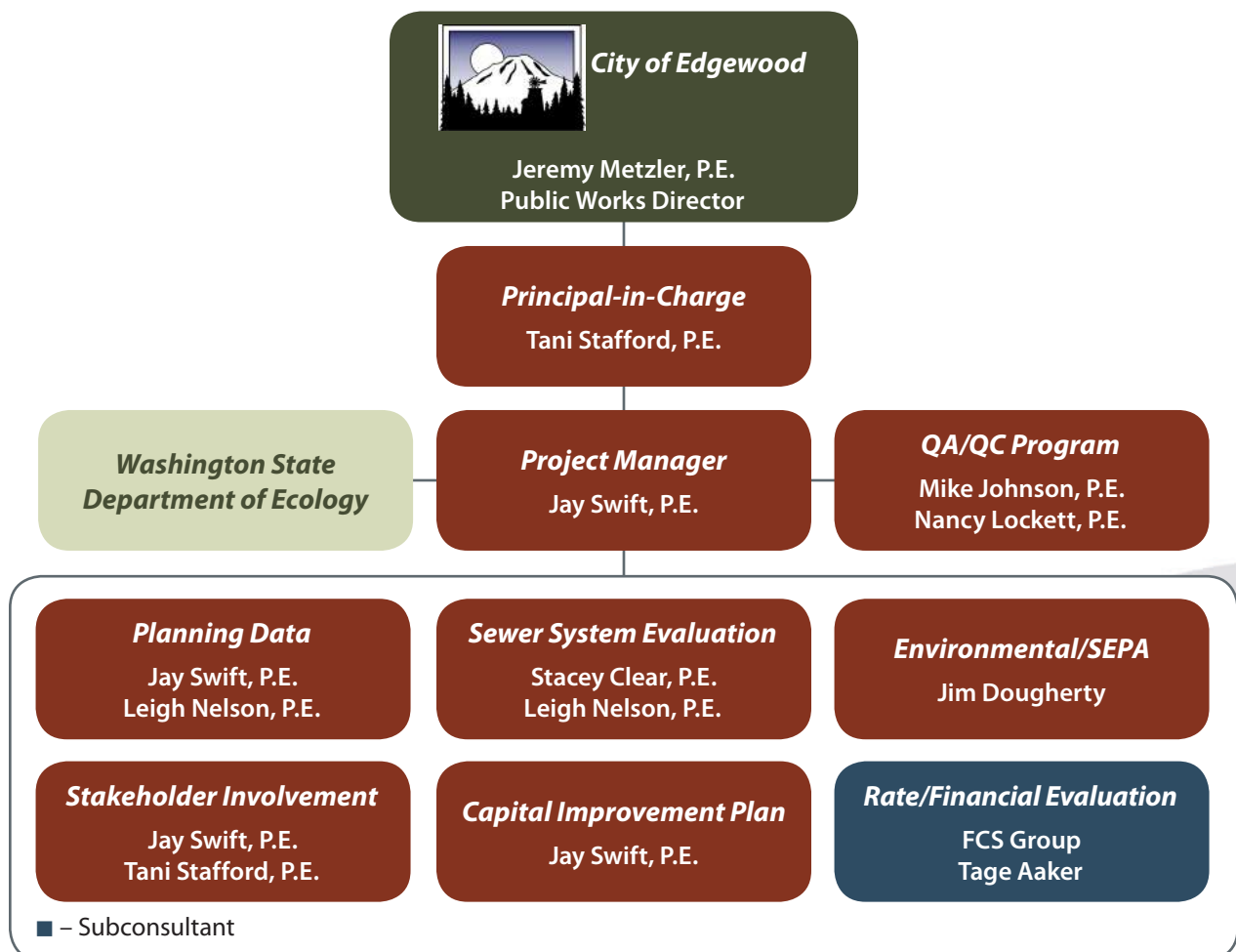
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Gray & Osborne's approach to the preparation of a General Sewer Plan Update starts with the assembly of talented and experienced professionals who are eager to meet the project's objectives and who have a firm grasp of the technical and regulatory issues the project requires. Technical excellence is our starting point. Rigorous evaluation of the existing and proposed sewer systems and determination of cost-effective alternatives for sewer will lead to successful construction and operation and maintenance of the system.

Our project management strategy includes selecting a principal-in-charge and project manager who are experienced, have a keen awareness of the scope of work, the ability to maintain the schedule of deliverables, and provide good and frequent communication with team members. Jay Swift's experience with similar projects will allow him to ensure completion of a superior product on time and within budget. Jay will work closely with Tani Stafford, the Principal-in-Charge, and Mike Johnson, Quality Assurance/Quality Control Lead, to ensure that the City's goals for the project are met. The City will be the beneficiary of Jay's, Tani's, and Mike's 70 years of combined experience as it is applied to the public involvement process, risk mitigation, and facility planning. Jay will use our Deltek Vision® Management Information System to review costs and to prepare a monthly project report on project progress, issues, and budget.

The preparation of the General Sewer Plan Update will be conducted in house with assistance from FCS Group for rate analysis purposes.

Our proposed team is shown on the following organizational chart. Brief introductions to our key project team members follow the team chart.



TANI STAFFORD, P.E., PRINCIPAL-IN-CHARGE

Tani has over 25 years of experience in the design and construction management of sanitary sewer, utility, and roadway projects. Tani has prepared plans, specifications, construction cost estimates and provided construction management for several sanitary sewer improvement projects located within public rights-of-way. Recent sanitary sewer improvement projects have been completed for the Cities of Snoqualmie and Buckley. She has recently designed and provided construction management for the City of Edgewood pavement preservation project on Meridian Avenue between 24th Street East and 36th Street East, within the LID limits.

Education: B.S. Civil Engineering, 1989, University of Washington

Registration: Civil Engineer, 1992, Washington (30781)

JAY SWIFT, P.E., PROJECT MANAGER

Jay joined Gray & Osborne in 1997 and has participated in a range of wastewater treatment and conveyance projects including: wastewater facility plans and comprehensive plans, wastewater treatment plant planning and design, sewer/ pump station/odor control system planning and design, infiltration and inflow evaluations, and pretreatment program development.

Jay has 30 years of experience working in municipal and industrial wastewater planning, conveyance, and treatment projects. Jay has authored or served as project manager for a number of Comprehensive Plans, Facility Plans, and Plan Amendments including for the Cities of Bellingham, Wenatchee, Mountlake Terrace, Sequim, Camas, Marysville, Lynnwood, Woodland, the Town of Cathlamet, and Clallam County. Jay is currently serving as Project Manager for General Sewer/Wastewater Facility Plans for the Cities of Shelton and Aberdeen. He has considerable experience with municipal sewer code evaluation and revisions, including for the Cities of Bellingham, Sequim, Burlington, and Puyallup, and is currently working on a municipal code revision project for the Clark Regional Wastewater District in Vancouver, Washington. Jay is an active member of the Water Environment Federation (currently chair of the Disinfection and Public Health Committee) and has presented papers on modeling of collection system conveyance and odor generation/control (using both customized Excel spreadsheets and commercial software packages) at WEF's national conference, WEFTEC.

Education: B.S. Chemistry, 1985, University of Washington

B.S. Biology, 1985, University of Washington

M.S. Engineering, 1997, University of Washington

Registration: Civil Engineer, Washington

Representative List of Relevant Experience

- Wastewater Comprehensive Plan, Cities of Wenatchee, Westport, Marysville, and Woodland
- Regional Wastewater Facilities Plan/General Sewer Plan, City of Sequim/Clallam County
- Wastewater Facility Plan/General Sewer Plan, Cities of Camas, Long Beach, Chelan, and Town of Cathlamet
- Wastewater Conveyance Plan, Pretreatment Program Development, City of Bellingham
- Regional Biosolids Plan, Cities of Long Beach and Ilwaco
- Regional Wastewater Facility Plan/General Sewer Plan, Communities of Sekiu and Clallam Bay, Clallam County

MIKE JOHNSON, P.E., QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Mike is President of Gray & Osborne, has over 20 years of engineering management and design experience, and has successfully completed a wide range of water and wastewater planning, design, and construction

projects. His wastewater experience includes the design of sewer main replacements, sewer lift stations, and wastewater treatment facilities as well as several sewer plans. Assessing project constructability and risk management issues are two areas that Mike specializes in as the leader of Gray & Osborne's Quality Assurance/Quality Control Program. Mike's recent project management/design experience includes the Budd Inlet WWTP Digester Improvements, Hawks Prairie WRF Design/Construction, and Tumwater Reclaimed Water Tank for the LOTT Clean Water Alliance; WWTF Upgrades for the Cities of Ridgefield (Phases 1 and 2), Burlington, Ferndale, Camas, Okanogan, and Toledo; and General Sewer/Wastewater Facility Plans for the Cities of Ridgefield, Toledo, Vader, Kalama, and Roslyn.

Education: B.S. Civil Engineering, 1995, University of Washington
M.S. Civil Engineering, 1997, Stanford University
Registration: Civil Engineer, 2000, Washington (36498)

NANCY LOCKETT, P.E., QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Nancy has been a lead engineer at Gray & Osborne since 1989. Her experience includes comprehensive planning for water, wastewater, and stormwater systems; design of water, wastewater, and stormwater conveyance and treatment facilities; operation and maintenance manuals for water and wastewater facilities; rate studies; and city engineering. Nancy has been involved with the preparation of General Sewer Plans/Wastewater Facilities Plans for public agencies throughout western Washington including the Cities of Sequim, Puyallup, Long Beach, and Ilwaco, Clallam County, Pacific County, the Tulalip Tribes, and Washington State Department of Corrections.

Education: M.S.E. Environmental Engineering, 1989, University of Washington
Ph.D. Fisheries, 1983, University of Washington
Registration: Civil Engineer, 1993, Washington (29664)

LEIGH NELSON, P.E., PLANNING DATA

Leigh joined Gray & Osborne in 2005 and has a thorough knowledge of hydraulic analysis for wastewater and stormwater systems. She has provided engineering services for Lake Stevens Sewer District for the past 14 years, including pre-application meetings, development review, feasibility studies, basin plans, development of design and construction standards, preparation of contract drawings and specifications, and inspection services. She has been involved in wastewater modeling and system planning for the Cities of Puyallup and North Bend and for the Mukilteo Water & Wastewater District, Northshore Utility District and Lake Stevens Sewer District.

Education: B.S. Environmental Engineering, University of Delaware
M.S. Civil Engineering, University of Delaware
Registration: Civil Engineer, 2008, Washington (44816)

STACEY CLEAR, P.E., SEWER SYSTEM EVALUATION

Since joining Gray & Osborne in 1997, Stacey has completed numerous projects relating to stormwater, sanitary sewers, and water mains. For sanitary sewer, these projects included facility plans, comprehensive plans, sewer lift stations, and design of gravity and force main conveyance systems. She assisted with planning, flow, and loading projections and CIP development for comprehensive plans for the Cities of Marysville, Bellingham, Woodland, Ephrata, Clallam County, and the Lake Stevens Sewer District as well as Sammamish Plateau Water. Stacey has a Masters of Engineering with an emphasis on GIS which she utilizes to develop GIS programs for clients. Stacey has extensive knowledge of modeling programs such as MOUSE, HEC-RAS and InfoSewer. She has completed GIS-based combined sewer overflow models for numerous clients including the Cities of Everett and Bellingham, and sanitary sewer models for the Lake

Stevens Sewer District, Thurston County, the Cities of Marysville and Woodland, and Sammamish Plateau Water. Stacey has also completed I/I studies for Mountlake Terrace and Sekiu/Clallam Bay. Stacey would utilize this experience for sewer system evaluation for the Edgewood Plan.

Education: B.S. Civil Engineering, 1997, University of Washington
Master of Engineering, 2002, University of Colorado

Registration: Civil Engineer, 2002, Washington (38311)

JIM DOUGHERTY, ENVIRONMENTAL/SEPA

Jim has worked as a permit and environmental regulatory approval lead on water systems, wastewater, stormwater, flood hazard mitigation, transportation, marina, and fisheries habitat mitigation projects. Jim has significant experience on federally funded projects both with Gray & Osborne and prior to joining our firm 18 years ago (he worked for FEMA as a Hazard Mitigation Specialist and Environmental Planner for four years). Jim has developed strong working relationships with regulatory agencies and is a “hands on” facilitator in coordinating permit acquisition. He has worked on projects funded by the Washington Department of Ecology, Environmental Protection Agency, USDA Rural Development Administration and HUD’s Community Development Block Grant Program. He has also completed permitting and funding documents for ARRA projects and numerous projects requiring WSDOT LAG Manual compliance. Jim’s experience includes preparation of SEPA/SERP and/or NEPA documents, environmental assessments, ECS forms, biological evaluations and assessments for Section 7 consultation under the Endangered Species Act and Clean Water Act Section 404 reviews.

Education: B.S. Environmental Studies, 1979, Huxley College at Western Washington University

FCS GROUP

TAGE AAKER, RATE/FINANCIAL EVALUATION

Tage Aaker is an FCS GROUP project manager with 9 years of consulting experience in utility rate studies, rate modeling, utility valuations, government fee development, cost recovery programs, and economic analysis for clients throughout the West.

Tage specializes in developing sophisticated yet practical Excel-based rate modeling tools to calculate full cost-of-service, determine cost-benefit of alternatives, and improve user experience through dashboards and calculators.

His experience includes working with stormwater, water, and sewer utility clients to develop level of service scenarios that involve CIP analysis and alternative funding strategies. He has also performed in-depth analysis of rate structures, developed alternatives to help mitigate overall charge increases, and analyzed financial stability ratios to gauge utilities’ financial health.



WASTEWATER COMPREHENSIVE PLANNING

Gray & Osborne works exclusively for public agencies and has extensive experience preparing comprehensive wastewater planning reports such as sewer plans, facility plans, engineering reports, and feasibility studies. The planning process begins with a thorough inventory of the existing system and past planning documents to identify the components that are needed and can be incorporated into recommended plan and design modifications.

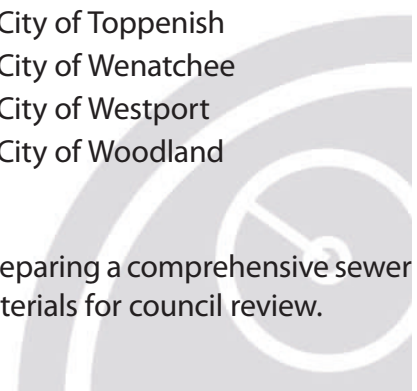
Wastewater comprehensive planning documents are prepared in accordance with Chapter 173-240 WAC, Department of Ecology and EPA planning guidelines, and proposed Capacity, Maintenance, Operation and Management (CMOM) regulations. Gray & Osborne's wastewater planning services include the following:

- Wastewater Comprehensive Plans
- Wastewater Facility Plans
- Wastewater Feasibility Studies
- Infiltration and Inflow Studies
- Base Mapping and GIS
- Hydraulic Modeling
- Capital Improvement Planning
- Financial Analysis, Grant, and Loan Assistance
- Wastewater Rate Studies
- Wastewater General Facilities Charge Studies

The following is a list of clients for whom Gray & Osborne has prepared Comprehensive Sewer Plans and Wastewater Facility Plans in the past 10 years.

City of Bellingham	City of Kalama	City of Ridgefield
City of Bingen	Lake Stevens Sewer District	Sammamish Plateau Water
City of Buckley	City of Marysville	City of Sequim
City of Burlington	Mason County	Silver Lake Water & Sewer Dist.
City of Camas	City of Mattawa	Town of Skykomish
Town of Carbonado	City of McCleary	City of Snoqualmie
Town of Cathlamet	City of Monroe	City of Soap Lake
City of Chelan	City of Morton	City of South Bend
Chelan County Public Utility Dist.	Mukilteo Water & Wastewater Dist.	City of Sumner
Clallam County	City of North Bend	SunLand Water District
Confederated Tribes of Chehalis	Northshore Utility District	City of Toledo
Town of Coulee Dam	City of Omak	City of Toppenish
City of Ephrata	Port Gamble S'Klallam Tribe	City of Wenatchee
City of Forks	City of Puyallup	City of Westport
Freeland Water & Sewer District	City of Quincy	City of Woodland
City of Granite Falls	City of Rainier	

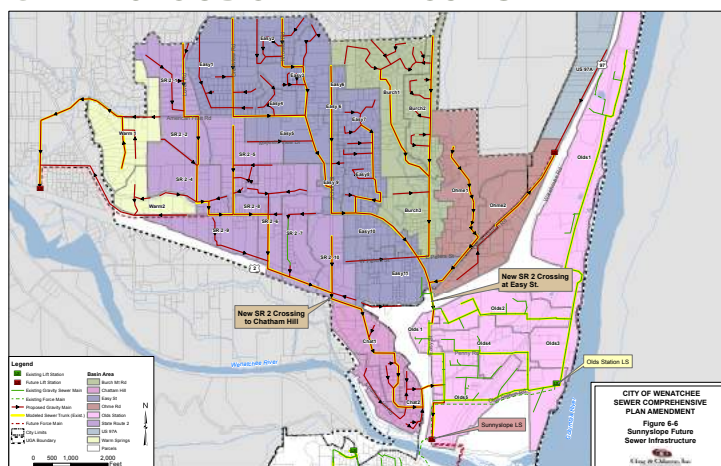
The following matrix provides specific project examples that involved preparing a comprehensive sewer plan, providing cost estimates, financial analysis, and preparation of materials for council review.



Specific Related Experience	Department of Ecology Review	Rate Study/Financial Review	Council Presentation and/or Materials Preparation	Completed on Schedule
City of Wenatchee Comprehensive Plan/Wastewater Facilities Plan	✓	✓	✓	✓
Clallam County Sekiu/Clallam Bay General Sewer Plan/Wastewater Facilities Plan	✓	✓	✓	✓
City of Granite Falls Sanitary Sewer Collection System Comprehensive Plan Update	✓	✓	✓	✓
City of Buckley Sewer Comprehensive Plan	✓	✓	✓	✓
Sammamish Plateau Water Wastewater Comprehensive Plan	✓	✓	✓	✓
City of Bellingham Wastewater Conveyance Plan	✓	✓	✓	✓
City of Woodland General Sewer Plan	✓	✓	✓	✓
Clallam County Carlsborg Wastewater Facilities Plan	✓	✓	✓	✓

The following detailed project examples highlight our experience in working with sewer planning documents that addressed expansion of sewer utilities into currently unsewered regions. Regardless of the size of the community, most municipalities need to address growth and expansion of service. Gray & Osborne provides the same level of expertise, commitment, and service to each of our clients regardless of size.

GRAY & OSBORNE PROJECT EXPERIENCE



2017 Sewer Comprehensive Plan/Wastewater Facilities Plan

Client: City of Wenatchee

Contact: Jessica Shaw, Environmental Manager,
509.888.3225, jshaw@wenatcheewa.gov

Project Manager: Jay Swift, P.E.

Project Engineer: Stacey Clear, P.E.

Similar to the issues that Edgewood faces, the City of Wenatchee plan addressed wastewater improvements necessary to accommodate a huge

expansion of the city limits to the north of the City, called the Sunnyslope area. The Sewer Comprehensive Plan and recommended a network of new sewers and pump stations to serve the Sunnyslope area, and evaluated impacts to the existing sewer system to confirm that the downstream receiving portion of the existing collection system would be adequate to reliably convey the additional flows. The project also included a comprehensive analysis of finances for the wastewater utility, including evaluation of rates and general facilities charges. Gray & Osborne and FCS considered several alternatives to fund the major expansion of the sewer system. In addition, incentives for early connection in the newly sewered area and changes to the municipal code to support early connection were key elements of the analysis. The project included several presentations to the City Council regarding alternatives for sewer system layouts, funding, policies, and municipal code revisions to support the system expansion.

2014 Carlsborg Wastewater Facilities Plan Amendment

Client: Clallam County

Contact: Meggan Uecker, Clallam County Public Works, 360.417.2441, muecker@co.clallam.wa.us

Principal-in-Charge: Nancy Lockett, P.E.

Project Manager: Jay Swift, P.E.

Carlsborg, a community adjacent to Sequim, was unsewered, and had numerous failing septic systems and a moratorium on growth. In the 2014 Carlsborg Wastewater Facilities Plan Amendment, alternatives for providing sewer service for Carlsborg and treatment options, including connection to and treatment by the City of Sequim, were evaluated. Buildout flows from both Carlsborg and Sequim were modeled using InfoSewer software. After approval of the Plan and the County and City signed an Interlocal Agreement to have Sequim treat Carlsborg wastewater, Gray & Osborne designed the Carlsborg sewer system and force main connection to the Sequim collection system for Clallam County. FCS assisted Gray & Osborne with evaluating alternatives to fund the major expansion of the sewer system. In addition, Gray & Osborne and FCS developed options for incentives for early connection in the newly sewered area and changes to the municipal code to support phasing out of septic systems. The project included several presentations to the County Commissioners and Carlsborg citizen groups regarding alternatives for sewer system layouts, funding, policies, and code revisions to support the development of the new sewer system.

Gray & Osborne recently prepared another General Sewer/Facility Plan for the County, addressing the wastewater needs for the communities of Sekiu and Clallam Bay. These communities have aging wastewater infrastructure with a limited economic base to support improvements. Gray & Osborne prepared SRF funding applications as a free service for the County, and obtained \$3.9 million in grants and \$2.2 million in low-interest loans for collection system improvements this year.

2016 Wastewater Conveyance Plan and Pretreatment Program Development

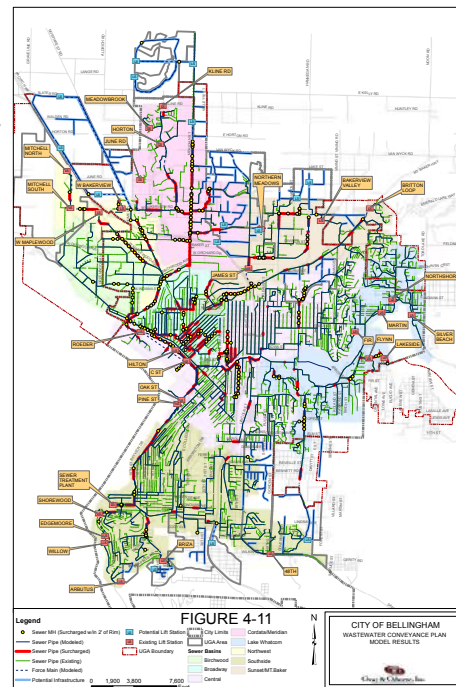
Client: City of Bellingham

Contact: Jim Bergner, Utility Operations Engineer, 360.778.7731, jbergner@cob.org

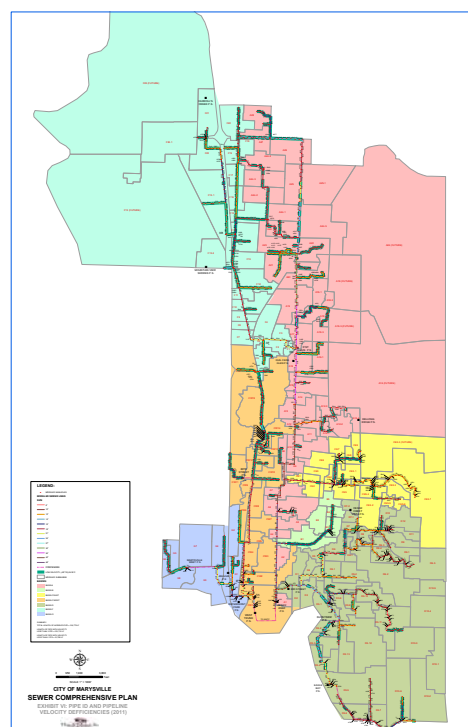
Project Manager: Jay Swift, P.E.

Project Engineer: Stacey Clear, P.E.

This project included sewer system hydraulic modeling, mechanical, structural, and electrical evaluation, and capacity assessment of 13 existing lift stations for the City of Bellingham, with a population of 80,000. Gray & Osborne completed hydraulic modeling of the City's sewer system to identify system improvements necessary to convey future flows that include flow from future service areas outside the City limits (but within the UGA). In addition, Gray & Osborne evaluated the capacity of the existing pump station components (e.g., pumps, wet well, force mains, etc.) to convey the projected future flows in order to determine which components of each lift station could be retained. The structural condition of the existing wet wells, dry wells, and buildings, as well as the condition and capacity of the electrical and control systems were also evaluated as part of this project. Gray & Osborne evaluated alternatives and provided recommendations for upgrading each station to convey the projected design flows including replacement of components determined to be beyond their useful life. Alternatives evaluated include upgrading the existing station and replacing the existing station with a new pump station. Planning level cost estimates for the selected alternatives were prepared. Gray & Osborne also developed modifications to the City's municipal code to accommodate delegation of control authority responsibility for industrial pretreatment.



2011 Wastewater Comprehensive Plan Update



Client: City of Marysville

Contact: Jeff Laycock, P.E., City Engineer, 360.363.8274,

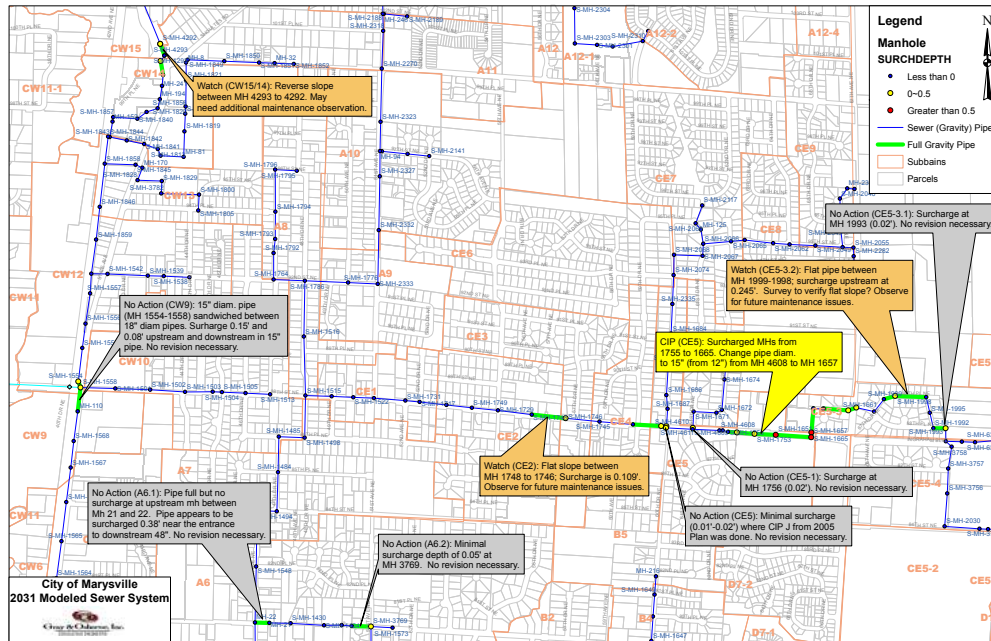
jlaycock@marysvillewa.gov

Project Engineer: Stacey Clear, P.E.

The City of Marysville serves a sanitary sewer population of over 50,000 and operates 15 pump stations with one wastewater treatment plant. The City requested Gray & Osborne assist City staff with preparing an update to the City's Comprehensive Plan previously prepared by Gray & Osborne. The scope included preparing wastewater flow projections for both the existing service area and future UGA areas. The existing flow projections included estimates from residential, commercial, institutional, and industrial flow populations in comparison to flow monitoring data from the treatment plant. Inflow and infiltration (I/I) flows to the treatment plant were also analyzed and updated within the Plan.

In addition, Gray & Osborne assisted the City with preparing the hydrologic and hydraulic analyses necessary to determine capacity deficiencies in the existing infrastructure. The City's SewerCAD steady-

state model was converted to be used in Innovyze's InfoSewer modeling software. The InfoSewer model was used to analyze current and future conveyance needs as well as lift station capacity issues. Using the results of the model, Gray & Osborne worked with City staff to prepare a Capital Improvement Plan (CIP) for the sanitary sewer system. Cost estimates and project descriptions were prepared and provided to staff to include within the Plan.



RESOLUTION NO. 19-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT TO UPDATE THE GENERAL SEWER PLAN WITH GREY & OSBORNE, INC. (G&O)

WHEREAS, the City's current General Sewer Plan (GSP) was developed in 2004 and adopted in 2007; and

WHEREAS, since its adoption, significant capital improvements have been made to construct a new sanitary sewer system through the Local Improvement District (LID) along the Meridian Corridor, including more recent developer extensions within the Phase One service area; and

WHEREAS, while the adopted plan prohibits sewer extensions and connections outside of the Phase One service area until 2027 or later, staff and Council recognize the potential need to provide sanitary sewer service to existing residents with at-risk or failing septic systems in a more timely fashion; and

WHEREAS, the City advertised on April 26, 2019 for qualified consultants to aide staff in updating the GSP, and an initial screening panel, including the Public Works Director, Assistant City Administrator, Community Development Director, and General Manager of the Lakehaven Water & Sewer District, reviewed and scored the proposals; and

WHEREAS, the two most-qualified respondents were interviewed by a panel, including the Assistant City Administrator, Community Development Director, Senior Engineer, and General Manager of the Lakehaven Water & Sewer District; and

WHEREAS, the interview panel scored and recommended Grey & Osborne, Inc. (G&O) as the firm most qualified and willing to provide the necessary services; and

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

Section 1. The Mayor is hereby authorized to execute an agreement for the General Sewer Plan Update, substantially in the form attached hereto as Exhibit A, for a contract amount not to exceed \$157,170.

**PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13TH DAY OF
AUGUST, 2019.**

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

DRAFT

Exhibit A
Professional Services Agreement

DRAFT

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 14th day of August, 2019, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the "CITY")
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eidinger Phone: 253-952-3299 Fax: 253-952-3537

and Grey & Osborne, Inc., a corporation organized under the laws of the State of Washington, doing business at:

GREY & OSBORNE, INC. (hereinafter the "CONSULTANT")
1130 Rainier Avenue South
Seattle, WA 98144
Contact: Jay Swift, P.E. Phone: 206-284-0860 Fax: 206-283-3206

for professional services in connection with the following Project:

2019 General Sewer Plan Update

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

A. Consultant shall diligently perform the services described in the scope of work attached to this contract as Exhibit "A", with the goal of completing the work described therein within 12 months. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on August 14, 2019, ("Commencement Date") and shall terminate on December 31, 2020, unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$157,170.00, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit B.
- ☐ 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 "B."
- ☐ OTHER. _____

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

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

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

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

6. Discrimination and Compliance with Laws

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

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. 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 without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

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

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be

deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. 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 Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

10. Ownership of Work Product.

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

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

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's

inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and Volunteers, the Consultant's liability 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. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 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.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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 Consultant before commencement of the work.

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

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

Daryl Eidinger

Grey & Osborne, Inc.

Mayor
2224 - 104th Avenue E.
Edgewood, WA 98372
Phone: 253-952-3299
Fax: 253-952-3537

Attn: Jay Swift, P.E.
1130 Rainier Avenue South
Seattle, WA 98144
Phone: 206-284-0860
Fax: 206-283-3206

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 matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

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

17. General Provisions.

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

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

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF EDGEWOOD, WASHINGTON

GREY & OSBORNE, INC.

By: _____
Daryl Eidinger
Mayor

Date: _____

Attest:

By: _____
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
Interim City Attorney

By: Michael B. Johnson

Name: Michael B. Johnson, P.E.

Title: President

Date: 7/24/19

EXHIBIT A
SCOPE OF WORK
CITY OF EDGEWOOD
2019 GENERAL SEWER PLAN UPDATE

This scope of work identifies tasks to: (1) update the City's General Sewer Plan (Plan), (2) perform a rate analysis, and (3) recommend municipal code revisions. In addition, two other tasks, Project Management and Meetings, and Work Sessions and Public Meetings, have been included.

The Plan will address comprehensive planning needs for wastewater collection and transmission for the City of Edgewood (City) for the next 20 years and beyond. Estimated costs for the project are identified in the attached Exhibit B. A detailed scope and budget for our subconsultant, FCS Group, is provided as an attachment to Exhibit A. The Plan will be prepared in accordance with the requirements of the Revised Code of Washington (RCW) Chapter 90.48, *Water Pollution Control*; Washington Administrative Code (WAC) Section 173-240-050, *General Sewer Plan*; WAC Section 173-240-060; and the Washington State Departments of Ecology (Ecology) and Health (DOH) regulations governing such plans. The Plan will be coordinated with local and regional planning efforts.

The proposed organization of the Plan is as follows:

- Executive Summary
- Chapter 1 – Introduction
- Chapter 2 – Land Use, Population Projections, and Service Area Characteristics
- Chapter 3 – Regulatory Requirements
- Chapter 4 – Existing Facilities
- Chapter 5 – Wastewater Flow Projections and Design Criteria
- Chapter 6 – Collection System Analysis
- Chapter 7 – Operation and Maintenance
- Chapter 8 – Capital Improvement Plan
- Chapter 9 – Financial Plan

TASK 1 – UPDATE THE GENERAL SEWER PLAN

The goals of this task are to:

- Review the current General Sewer Plan (2007 Plan), prepared by Parametrix and adopted in 2007, for consistency with current regulations and standards adopted by the City and State since its adoption.

- Review and ensure coordination with adjacent jurisdictions and their General Sewer Plans as they relate to provision of sanitary sewer service within the City of Edgewood.
- Coordinate with City staff regarding areas of concern, particularly developed areas in proximity to Phase 1 of the existing General Sewer Plan.
- Based on the results of the above review and coordination, prepare an updated General Sewer Plan, identifying capital improvements and any additional analysis needed to address sanitary sewer service deficiencies.

Task 1.A – Background Information, Service Area Characterization, and Population Projections

- Describe the purpose and need for the Plan.
- Review the 2007 Plan for consistency with current regulations and standards adopted by the City and State since its adoption.
- Gather and review existing reports, agreements, regulations (including City codes and policies), design documents, operating reports, and maps to determine characteristics of the existing municipal wastewater collection system and analyze issues affecting the Plan.
- Obtain information from the City on any existing and projected future industrial wastewater dischargers as well as estimated flows and loadings.
- Summarize the history and development of the sewer system based upon the 2007 Plan, other documents, and interviews with City staff.
- Identify drainage basins based on the existing collection system layout and to serve future customers.
- Review and ensure coordination with adjacent jurisdictions and their General Sewer Plans as they relate to provision of sanitary sewer service within the City of Edgewood.
- Identify land use and zoning designations using current land use and zoning maps as obtained from the City. Format this information to clearly identify boundaries, population densities, and zoning. Future population estimates will be distributed in relation to zoning buildout to ensure that the population projections are consistent with accepted planning data.

- Update figures from the 2007 Plan including climate, topography, geology/soils, locations of surface water and groundwater sources, and sensitive areas (e.g., wetlands, steep slopes, wildlife habitat).
- Coordinate with City staff regarding areas of concern, particularly developed areas in proximity to Phase 1 of the existing General Sewer Plan.
- Summarize regulations applicable to sewer utility operation and construction of sewer utility infrastructure.
- Update maps showing natural features, locations of surface water, and adjacent sewer purveyors. Mapping shall be provided in a format compatible with the City's existing mapping system.
- Develop population projections with the City Planning staff for infill of the unserved areas within the City for the planning period. Develop population projections for 10 and 20 years (2040) for each drainage basin and each service area to be consistent with other planning documents. (Population projections will agree with projections provided by the City.)

Deliverables

- Draft Chapter 1 – Introduction
- Draft Chapter 2 – Land Use, Population Projections, and Service Area Characteristics
- Draft Chapter 3 – Regulatory Requirements

Task 1.B – Existing Wastewater System

- Produce a service area map showing current and future boundaries and provide a description of those boundaries for the City of Edgewood. Use previous engineering and planning studies and sources of information on the current and future service areas. Identify and describe wastewater infrastructure. All mapping shall be based on the City's current GIS data.
- Identify and describe utilities, commercial and industrial developments, municipal boundaries, zoning designations, and important physical features.
- Discuss the locations of wells and other sources of water supply, water storage facilities, treatment facilities, and transmission facilities and describe their impact on sewer system planning.

- Describe existing and future service area land uses, topography, flood zones, geology, hydrogeology, soils, surface water, wetlands, sensitive areas, and climate, particularly as these physical environmental features and special designation areas may affect the project criteria.
- Identify and discuss federal, state, and local regulations that affect wastewater system planning, construction, and operation.
- Identify existing commercial, industrial, institutional, governmental, and recreational site customers.
- Determine the condition of the existing system through interviews with Public Works staff.
- Review existing planning documents, engineering reports, and other information to determine the design capacity of the sewer system.
- Describe and comment on existing service area agreements and interties.
- Provide a discussion regarding the following service area policies or ordinances as needed for the City and Ecology plan approval:
 - Local government policies affecting the provisions for sewer service, such as requirements for connecting to the sewer system
 - Formation of local improvement districts
 - Latecomers' agreements
 - Conditions of service
 - Certificates of sewer availability
 - Fats, oils, and grease control/pretreatment
 - Pipe replacement policies
 - Agreements with other agencies
 - Policies for private pumping systems
 - Policies for accessibility of sewer mains in easements
 - Interlocal agreements

Deliverable

- Draft Chapter 4 – Existing Facilities

Task 1.C – Wastewater Flow Projections

- Develop estimates of residential per capita, commercial, institutional, governmental, and industrial sanitary flows based on water use and wastewater flow records.

- Develop peak hour design flows for lift stations and collection system pipelines.
- Develop flow projections for infill of the unserved areas within the City.

Deliverable

- Memorandum detailing flow projections

Task 1.D – Performance and Design Criteria

- Summarize collection system design criteria established by the City and Ecology.
- Describe how these criteria, standards, and policies will be applied to existing and future system components.
- Review and update existing minimum design criteria as necessary in relation to Ecology requirements and current standards for the City.

Deliverable

- Draft Chapter 5 – Wastewater Flow Projections and Design Criteria

Milestone 1 – Draft of Chapters 1 through 5. Meet jointly with the City to review and receive comments.

Task 1.E – Sewer System Model Development

- Create up to three software hydraulic model scenarios for the collection system from (1) existing City GIS information including invert elevations, rim elevations, pipe diameters, lift station information, and force mains for both the City and the UGA; and (2) up to three different sewer expansion scenarios.
- Assign populations and flows to the sewer model.

Deliverable

- Memorandum on modeling methods and results

Task 1.F – Collection System Analysis/Layout

- Inspect the City's wastewater conveyance infrastructure to evaluate conditions and identify necessary capital improvements and operation and maintenance issues.
- Evaluate infiltration and inflow (I/I) through inspection of the existing flow data, run time data, aforementioned inspection of facilities, and review of existing reports. Provide recommendations for additional I/I assessment measures.
- Calibrate the hydraulic model to simulate peak flows at the downstream end including I/I due to historical rainfall or flood events.
- Perform runs of the three models to identify collection system bottlenecks, and to confirm sizes and locations of infrastructure for alternatives to serve unserved areas throughout the City. Output results will be given to the City in a GIS format for use with other GIS-based modeling programs in the future.
- Determine collection system improvements identified by the City based on review of existing maintenance records, interviews with City and third-party (e.g., Lakehaven) staff, and field inspection of significant facilities and manholes where flow restrictions or I/I are known to occur.
- Recommend collection system improvements based on the results of the work above and develop an implementation schedule and estimates of probable project costs. Include recommended projects in the Capital Improvement Plan.

Deliverables

- Draft Chapter 6 – Collection System Analysis

Task 1.G – Operation and Maintenance

The goal of this task is to review existing operation and maintenance procedures, including those performed through contract with third parties (e.g., Lakehaven), against industry standards, evaluate, and make recommendations:

- Summarize and review collection system operation and maintenance procedures. Provide recommendations.

- Summarize and review City and third-party emergency response procedures. Provide recommendations:
 - Summarize natural and manmade potential hazards
 - Review vulnerable facilities
 - Identify critical facilities
 - Summarize and comment on emergency preparedness
 - Summarize preparedness planning including communications charts and emergency notification forms
 - Provide emergency response overview, plan implementation, and capital costs
- Summarize and review City and third-party policies regarding industrial pretreatment and the discharge of fats, oils, and grease to the sanitary sewer.
- Inventory levels of service to develop City and third-party benchmarks.
- Evaluate staffing and equipment needs to address recommended operation and maintenance levels as well as CIP projects.
- Summarize operation and maintenance recommendations in Chapter 7.

Deliverables

- Draft Chapter 7 – Operation and Maintenance

Task 1.H – Capital Improvement Plan

- Identify recommended collection system improvements to serve unserved areas within the City.
- Identify other collection system improvements necessary due to model findings, deterioration of infrastructure, operation/maintenance concerns, etc.
- Develop 10-, and 20-year Capital Improvement Plans (CIPs) for the collection system based on the sewer system model results, depreciation, system inspection, interviews with maintenance personnel, and evaluations performed for this Plan.
- Prioritize projects and show implementation schedule based on cost, available funding, and existing system needs and facilities needed to serve growth.

- Identify system improvements which if implemented would result in operation and maintenance savings.

Deliverable

- Draft Chapter 8 – Capital Improvement Plan

Task 1.I – Plan Compilation and Distribution

The goal of this task is to compile and distribute the Plan for review and comment by neighboring jurisdictions, stakeholders, and the general public, and review and comment by the City and regulatory agencies.

- Assemble the information developed in the previous tasks and Tasks 2 and 3 into the draft General Sewer Plan update.
- Submit the draft Plan to Ecology, DOH, neighboring sewer providers, and the various agencies affected by the Plan for comment.
- Incorporate review comments.
- Submit the final Plan to the City and Ecology (if required) for approval.
- Provide five hard copies of the final Plan to the City.
- Compile a PDF file of the entire Plan with figures in CD format and provide to the City Word, Excel, CAD, GIS, and other files utilized in the development of the Plan to be provided.

Milestone 3 – Draft General Sewer Plan update to the City for review.

Milestone 4 – Revised General Sewer Plan update to the City and stakeholders.

Milestone 5 – Final General Sewer Plan to City and regulatory agencies (Ecology and DOH).

TASK 2 – PERFORM A RATE ANALYSIS

The goals of this task are to:

- Review the current sanitary sewer utility rate ordinance, Edgewood Municipal Code (EMC) Chapter 11.60, for adequacy to meet the expenditures set forth in Task 1 including:

- Annual operation and maintenance cost projections, identifying capital improvement options, costs, and implementation timelines (identified in Task 1)
 - Complying with the requirements of the Washington State Department of Ecology and other relevant agencies
 - Historical expenditure records
 - City staff input
- Study, analyze, and identify alternative funding sources.
- Recommend applicable increases in the sewer utility rates, GFCs, connection fees, and processing fees to implement the General Sewer Plan update which may utilize the current or a proposed new rate schedule to ensure equitable distribution of fees, and any applicable municipal code revisions (EMC 11.60).
- Prepare and summarize the cost of services, needed revenue adjustments, and an implementation strategy and schedule.

Task 2.A – Review of Finances and Rate Ordinance

- Collect relevant financial data including current budget, recent expenditures, current debt schedules, asset inventory, historical financial statements, historical data on customer growth, financial policies, and year-end balances.
- Review financial statements and policies to assess the sewer system's fiscal health. Develop policy parameters for use in the financial forecast.
- Review the current sanitary sewer utility rate ordinance, EMC Chapter 11.60, for adequacy to meet the expenditures set forth in Task 1, including: (1) annual operation and maintenance cost projections, identifying capital improvement options, costs, and implementation timelines (identified in Task 1); (2) complying with the requirements of the Washington State Department of Ecology and other relevant agencies; (3) historical expenditure records; and (4) City staff input.

Task 2.B – Financial Analysis

- Create a baseline financial forecast for operation, capital and debt service costs, and sewer rate revenues. Build a capital funding strategy and identify potential funding sources for CIPs and develop a recommended approach to financing including the amount and type of debt.

- Develop an annual financial forecast that accounts for operating costs, capital costs, existing and new debt series costs, and required reserves. Use the forecast to review existing sewer rates and propose rate increases based upon a minimum of three scenarios.
- Study, analyze, and identify alternative funding sources.
- Develop a strategy for extending sewers into unserved areas in the City. Work with the City staff and legal counsel to develop the strategy.
- Develop a set of conceptual funding options and work with City staff to discuss. Evaluate financial impacts of alternatives on property owners and sewer ratepayers.

Task 2.C – Recommendations

- Develop a preferred alternative with recommended actions to move forward with the extension of sewers to unserved areas.
- Recommend applicable increases in the sewer utility rates, GFCs, connection fees, and processing fees to implement the General Sewer Plan update which may utilize the current or propose a new rate schedule to ensure equitable distribution of fees, and any applicable municipal code revisions (EMC 11.60).
- Prepare and summarize the cost of services, needed revenue adjustments, and an implementation strategy and schedule.

Deliverable

- Draft Chapter 9 – Financial Plan

Milestone 2 – Draft of Chapters 7, 8, and 9, along with draft financial analysis from FCSG. The draft CIP chapter will include descriptions of recommended projects, a base map showing their locations, cost estimates, and prioritization (recommended implementation schedule) of these projects.

TASK 3 – RECOMMEND MUNICIPAL CODE REVISIONS

The goal of this task is to review and recommend municipal code revisions to encourage the growth of the sewer utility, fair and equitable distribution of costs, and control of deleterious discharges.

Task 3.A – Review the Ordinance

- Review the remainder of the current sanitary sewer utility ordinance, EMC Title 11, for adequacy to implement the General Sewer Plan update under Task 1 including:
 - Development of policy to support construction of the proposed sanitary sewer network
 - Development of policy to support adequate connection to the sanitary sewer utility
 - Ensure policies to prevent deleterious discharges; address industrial pretreatment/source control and control of fats, oils, and grease
 - Consideration of City Council and staff input
 - Review of existing comprehensive plan goals and policies for consistency, recommending updates and revisions as needed.

Task 3.B – Provide Recommendations for the Ordinance

- Recommend modifications to the ordinance to comply with the above and Chapter 35.67 RCW, including but not limited to updating Edgewood's public works standards relating to sanitary sewer.
- Provide alternative scenarios for incentives for timely connection to the sewer system. Tie scenarios to CIP development and financial analysis.
- Provide recommendations for additional policies, programs, and measures for serving and controlling deleterious discharges from industrial and commercial customers and mitigating impacts, as necessary.

TASK 4 – PROJECT MANAGEMENT, ADMINISTRATION, AND MEETINGS

The goal of this task is to provide effective project management and administration for the project and meetings with City staff.

Task 4.A – Provide Project Management, Administration, and Meetings

Provide overall project management and oversight services to include:

- Preparing and executing subconsultant contracts.
- Managing and controlling project budget and schedule.
- Managing and providing monthly progress reports and invoices.

- Attend a kickoff meeting with City staff to obtain project information, define project goals and objectives, and discuss system needs and alternative improvements.
- Attend three review meetings with City staff to review deliverables.
- Conduct periodic quality assurance/quality control (QA/QC) reviews of the plan documents to check accuracy, completeness, and conformance with project criteria. Provide this review by both project and non-project engineers experienced with similar comprehensive plans. Document the review comments and revise the documents to incorporate these comments.

TASK 5 – WORK SESSIONS AND PUBLIC MEETINGS

The goal of this task is to provide effective project management and administration for the project and liaisons with key groups.

Task 5.A – Attend Work Sessions and Public Meetings

- Attend two work sessions with City staff, City Council, FCSG, and other relevant agencies to discuss connection policies, rates, connection charges (general facilities charges), options for encouraging connection to the sewer collection system, and regulations and authority to encourage connection.
- Attend a public meeting to present proposed sewer rates and connection policies.

DATA REQUESTED FROM THE CITY OF EDGEWOOD

The following information is requested from the City (the Consultant will provide a prioritized detailed list of information requested after notice to proceed is issued):

- Engineering reports, operation and maintenance manuals, and record drawings for the wastewater collection facilities.
- Drawings, preferably in GIS and AutoCAD, showing existing wastewater facilities, current and proposed urban growth areas, corporate limits, annexations, zoning, developer extensions, and improvements.
- Lift station capacity assessments including any drawdown tests.
- Lift station run time meter data.

- Water usage records for the past 5 years (industrial, commercial, institutional, governmental).
- Any smoke testing, collection system field investigations, and television inspection reports performed by the City.
- Ordinances defining sewer service area policies, sewer rates, and other charges.
- Existing pretreatment (fats, oils, and grease) program information.
- City sewer utility financial information for the last 5 years, including rates, revenue, and operating expenses.
- Interagency agreements.
- Numbers of sewer accounts by service type and size, to include residential, multifamily, motels, restaurants, grocery and retail stores, schools, healthcare facilities, and industries.
- A copy of the City's current sewer construction standards.

ASSUMPTIONS FOR CITY RESPONSIBILITIES

This scope of work assumes:

1. The City will provide current GIS mapping files of the sewer conveyance system and other pertinent information such as parcels, zoning, land use, etc., and also provide naming/layering/labeling protocols that will allow a straightforward update to the map. Gray & Osborne will be able to rely on the accuracy and completeness of this information, plus any information gathered as part of this project, for mapping and analysis purposes.
2. The City will provide complete and timely reviews of all work submitted.
3. The City will advertise for and provide a facility for project and public meetings and presentations to City Council.
4. The City will utilize City resources to advertise and publish all items related to the State Environmental Policy Act (SEPA), issue a threshold decision, and submit response to comments.

CITY OF EDGEWOOD

SEWER UTILITY FINANCIAL FORECAST, GFC UPDATE, AND SANITARY SEWER CONNECTION POLICIES

INTRODUCTION

The following work tasks have been developed to complete a sewer financial plan for the City of Edgewood, including the following elements:

- Perform rate analysis
 - » Review historical revenue and expenditure history
 - » Review and forecast annual operation and maintenance costs
 - » Incorporate capital improvement projects into forecast
 - » Forecast revenue and resulting service rates needed to allow for a self-sufficient sewer utility
- Update City's general facilities charges (GFCs)
 - » Incorporate capital to be completed based on plan to be developed by *Gray & Osborne, Inc*
- Sanitary sewer connection policies
 - » Assist in the development of policy to support adequate connection to the sanitary sewer

TASK PLAN

TASK 1 | PROJECT INITIATION MEETING

This meeting will establish the goals and objectives of the overall project and focus the efforts of the project team. The items covered at the meeting include review of the scope of work, identify project objectives, expectations and deliverables, outline the project schedule and key milestone review points and discuss appropriate lines of communication. The meeting has been budgeted assuming it is an in-person meeting.

Work Products

- » In-person project kick-off meeting at beginning of project.

TASK 2 | DATA COLLECTION & VALIDATION

We will prepare an initial data request identifying specific pieces of data to be collected from the City. We will review data provided by the City and request any additional items or explanations as necessary. Inconsistencies and problems in data collected will be identified and resolved to allow accurate analysis.

Work Products

- » Data request.
- » E-mail communication summarizing information reviewed, identifying data gaps, and requesting additional data (if needed).

TASK 3 | POLICY FRAMEWORK / ISSUE PAPER & DISCUSSION

Overview of Topic

Municipal utilities must budget for capital facilities and services within legal and financial constraints. The high cost of extension of sewer service to unsewered areas is a significant barrier to septic conversion, especially when considering funding to meet immediate priority needs. Many local governments currently do not have an adopted conversion strategy that clearly describes the rationale and community benefits. Because of the high cost to the property owner, as well as the lack of clear incentives to participate, there is no assurance that the property owners will want to connect to sewer if it is made available, whether it is required or not.

In many cases the high cost of conversion for affected households is a barrier to homeowner participation when connection is not mandatory. There is currently no mechanism that allows homeowners to defer connection costs unless they are part of a utility local improvement district (ULID). Homeowners who see no obvious need to connect and are not required to do so can present strong opposition to a septic conversion program. This is particularly true in areas of well-drained soil where the owner perceives little problem with the septic system function, but cumulatively, septic systems are contributing to groundwater contamination or other environmental health risks. See the Appendix for when connection is or is not required: City of Edgewood Municipal Code, Chapter 11.40 CONNECTIONS.

Issue Paper

We will write an issue paper regarding potential sewer connection policies and incentives. In this paper, we will define and analyze the issue, present alternative solutions (including industry standards, if applicable), and recommend a course of action. To the degree that legal advice is needed to develop this paper, we will rely on the City's own legal counsel. We will review the issue paper with City staff, and the City's input will guide us in our financial modeling assumptions.

Work Products

- » One (1) remote meeting to discuss draft issue paper.
- » Draft 'Sanitary Sewer Extension & Connection Policies' issue summary paper (electronic [Word] files).

TASK 4 | REVENUE REQUIREMENT ANALYSIS

The revenue requirement is defined as the total amount of rate revenue needed to meet an enterprise's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analysis will be the recommended percentage rate increases or decreases, as applied to the current rate structure, needed to meet the obligations of the sewer service. Revenue requirement findings may be revised in light of feedback from the City.

- Using an Excel spreadsheet model, and with the input of City staff, we will construct or adapt an analytical model to project operations and capital revenue requirements for study period up to 20 years. The model will be constructed with user-friendliness in mind and will accommodate user-entry of key data and assumptions. The model will be flexible and stable enough to analyze multiple scenarios and/or levels of service.
- Incorporating the policy framework developed in Task 3, we will project revenue requirements for up to a 20-year study period.

Work Products

- » This task includes two meetings: 1 in-person and 1 conference call.
- » This task includes up to three (3) funding scenarios. These scenarios could be based on different versions of the capital plan, different customer connection growth rates, etc. A baseline revenue requirement will be completed and is not counted as one of the three allotted scenarios. This baseline forecast will essentially assume 'business as usual.'
- » Revenue requirements analysis and model (electronic [Excel]).

TASK 5 | UPDATE GENERAL FACILITIES CHARGES

The City's request for qualifications (RFQ) document referred to connection charges as 'GFCs' while the City's municipal code refers to them as Conveyance Development Charges (CDCs). It is assumed that these names are synonymous and refer to the same type of charge, as described below.

GFCs are imposed on newly connecting customers and are intended to recover a proportionate share of the utility's investment in system capacity — both the historical cost of existing capital assets and the planned cost of future capital improvements. These charges serve two main purposes: to provide equity between existing and new customers, and to provide a source of utility capital funding. In addition, GFCs help ensure that growth helps pay for the cost of growth.

The charge is imposed on both new development and redevelopment that increases demand for system capacity (net of any existing developed area).

Key tasks include the following:

- Calculate the existing and future cost base. The existing cost basis includes the original cost of existing system assets (net of donated facilities), plus applicable interest on those assets. The future cost basis includes allowable capital projects identified in the 2019 Sewer Plan Update developed by G&O.
- Develop existing and future customer equivalents, over which the cost basis is to be allocated and that the system can support. This figure will also be based on data made available by G&O as a result of the Sewer Plan Update.
- Calculate the maximum allowable charge per equivalent residential unit (ERU). Unless otherwise suggested as a result of the 2019 Sewer Plan Update, 1 ERU will be defined as 220

gallons per day to be consistent with current City practice. Adjustments for multi-family units, mobile home units, and accessory dwelling units will remain unchanged unless otherwise noted in the 2019 Sewer Plan Update.

TASK 6 | STUDY REPORT

This task includes the following components:

- **Spreadsheet Model.** We will provide a copy of the Excel spreadsheet model.
- **Draft Report.** A draft report will be prepared that summarizes all of the findings, recommendation and supporting materials for this project for staff review and presentation to Council. We will provide an electronic copy of the report for review.
- **Final Report.** A final report will be prepared that includes revisions based on City staff and Council comments. The final product shall be prepared and delivered as an electronic version in Microsoft Word and .pdf formats.

Work Products

- » Draft financial analysis report (electronic [Word and PDF]).
- » Final financial analysis report (electronic [Word and PDF]).
- » Final analytical model (electronic [Excel]).

TASK 7 | COUNCIL MEETINGS

We will prepare for and participate in the following on-site meetings.

- **Two (2) City Council meetings.** We will prepare for and meet with the City Council to present and discuss findings.
- This task includes time to develop PowerPoint presentations for both meetings.

TASK 8 | PROJECT ADMINISTRATION

Perform project set up activities, work paper documentation, internal scheduling and workload planning, invoicing, client correspondence, and other miscellaneous tasks throughout the study.

SCHEDULE

It is anticipated that Task 3 would be one of the first tasks of the study, as policy decisions resulting from that issue paper will shape the financial analysis.

Once a final capital plan is provided to FCS GROUP, a minimum of forty-five (45) additional days will be required to run the capital funding analyses and produce a draft financial analysis for review. Additional time may be needed to complete a draft study document and update to the GFCs.

BUDGET

The table below summarizes our estimated cost to complete the financial chapter and related tasks: **\$44,700**. We are happy to provide additional meetings as requested. The additional meetings will be billed on time and materials.

Task Plan	Hourly Billing Rates:	Meetings	Consultant Hours					Total Labor Hours	Total Budget
			Principal Ghiarducci \$260	Advisor Wilson \$210	Manager Aaker \$175	Analyst TBD \$130	Admin. Support \$85		
Task 1: Project Initiation Meeting		1 (in person)	4		4	4		12	\$ 2,260
Task 2: Data Collection & Validation					2	8		10	\$ 1,390
Task 3: Issue Paper & Discussion									
Develop Issue Paper			2	8	8	8		26	\$ 4,640
Review with City Staff		1 (remote)	2	2	2			6	\$ 1,290
Task 4: Revenue Requirement									
Review Historical Financial Statements					2	4		6	\$ 870
Review & Recommend Financial Policies					2	1		3	\$ 480
Prepare Baseline Forecast				2	4	24		30	\$ 4,240
Prepare up to Three (3) Scenarios			2	2	8	24		36	\$ 5,460
Prepare Materials, Meet with Staff		1 (in person)	6		6	2		14	\$ 2,870
Prepare Materials, Meet with Staff		1 (remote)	3		3	4		10	\$ 1,825
Task 5: Update GFCs									
Prepare Updated GFCs			2		8	16		26	\$ 4,000
Prepare Materials, Meet with Staff		1 (remote)	2		4	2		8	\$ 1,480
Task 6: Study Report									
Draft report			2	2	4	24		32	\$ 4,760
Final report			2		2			4	\$ 870
Task 7: City Council Meetings									
Prepare PowerPoint Materials			2		8	12		22	\$ 3,480
Attend Meetings		2 (in person)	8		8			16	\$ 3,480
Task 8: Project Administration			1		4		2	7	\$ 1,130
Expenses									\$ 175
Project Budget			38	16	79	133	2	268	\$ 44,700

APPENDIX:

CITY OF EDGEWOOD MUNICIPAL CODE

CHAPTER 11.40 CONNECTIONS

7/18/2019

Chapter 11.40 CONNECTIONS

Chapter 11.40 CONNECTIONS

Sections:

- 11.40.010 Connection – When required.**
- 11.40.020 Connection – When not required.**
- 11.40.030 Separate connection required.**
- 11.40.040 Owner responsible.**
- 11.40.050 Connection permit and agreement required – Building permit conditioned.**
- 11.40.060 Application.**
- 11.40.070 Basis of connection and charge.**
- 11.40.080 Water records.**
- 11.40.090 Status of connection right.**
- 11.40.100 Transfer and relinquishment of connection right.**
- 11.40.110 Connection charges.**
- 11.40.120 Hearing.**
- 11.40.130 System extension required.**

11.40.010 Connection – When required.

Only Phase I properties will be permitted to connect to the city's sewer system. The following Phase I properties are required to connect to the sewer:

- A. All existing buildings, intended for human occupation, on property within a local improvement district and fronted by a sewer shall be required to connect to the city sewer within 60 days of city acceptance of said sewer.
- B. All existing buildings, intended for human occupation, on property fronted by a sewer, funded by special indebtedness bonds or warrants issued against revenues, shall be required to connect to the city sewer within 60 days of city acceptance of said sewer.
- C. All new buildings, intended for human occupation, located on properties fronted by an existing sewer shall be required to connect to the city sewer prior to occupancy.
- D. An existing building on property, fronted by a city sewer, whose on-site sewage disposal system has failed and cannot be acceptably corrected or repaired, as determined by the Tacoma-Pierce County health department, shall be required to connect to said sewer. (Ord. 06-271 § 1).

11.40.020 Connection – When not required.

Non-Phase I properties are prohibited from connecting to the city's sewer. The following Phase I properties are not required to connect to the city's sewer:

- A. Existing buildings fronted by a sewer constructed pursuant to a private system extension agreement.
- B. Existing buildings fronted by a sewer constructed by the city and not within an LID or funded by bonds or warrants issued against revenues (RCW 35.67.190 and 35.92.025). (Ord. 06-271 § 1).

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11.40.030 Separate connection required.

A separate connection shall be required for each building with plumbing fixtures unless otherwise approved by the director (see EMC 11.45.040(G) and (H)). (Ord. 06-271 § 1).

11.40.040 Owner responsible.

Only the owner of the real property served by the sewer connection may enter into an agreement with the city for sewer service. A successor(s) of interest in the property shall be required to enter into a new agreement(s) with the city as a condition of continued sewer service.

The owner shall be responsible for meeting all the applicable requirements of this title. (Ord. 06-271 § 1).

11.40.050 Connection permit and agreement required – Building permit conditioned.

A. A connection permit and agreement shall be required before connection to the city's sewer system. The connection permit and agreement shall be made on a standard form that shall be approved by the mayor or director.

B. No building permit shall be issued for a building intended for human occupation, or in which plumbing fixtures are installed, unless:

1. A connection permit and agreement shall have been issued for the building pursuant to EMC 11.40.060; or
2. Sewer capacity has been reserved for the building, pursuant to EMC 11.30.080; or
3. An application and plans for a private disposal system have been approved by the Tacoma-Pierce County health department and supplied to the city pursuant to Chapter 11.55 EMC.

C. All fees and charges must be paid before the connection permit and agreement is issued.

D. The connection permit and agreement shall be recorded in the office of the Pierce County auditor. (Ord. 15-447 § 1 (Exh. A); Ord. 06-271 § 1).

11.40.060 Application.

Application shall be made by the owner on the connection permit and agreement standard form, which shall contain, at a minimum, all of the following:

- A. The owner's name, address and telephone number.
- B. Legal description of owner's property as well as the street address, if any, and the tax account number.
- C. The contractor's name, address, telephone number, contractor's license number, and city business license number.
- D. ERUs required.
- E. Sewer capacity analysis, together with a copy of a sewer capacity reservation, if any has been issued for the property, pursuant to EMC 11.30.080.
- F. Discharge permit determination.
- G. Side sewer and connection requirements and details.
- H. Status of existing side sewer.
- I. Condition of existing building sewer.
- J. Conditions for service, including payment of monthly charges.

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K. Required demolition and abandonment of existing private disposal system in conformance with EMC 11.55.020.

L. Conditions for maintaining a private side sewer in the public right-of-way, including permission for city to test the side sewer and private sewers on the owner's property for Inflow and Infiltration.

M. List of connection charges and fees.

N. A statement that all fees and charges must be paid before the connection permit and agreement is issued.

O. Signature of the owner.

P. A statement that the connection permit and agreement shall be recorded in the office of the Pierce County auditor.

Q. Notary forms.

R. Attachments.

1. Discharge permit, if applicable, by the jurisdiction that operates the wastewater treatment plant treating the city's sewage.
2. Copy of executed agreement between owner and water purveyor authorizing release and agreement to submit owner's monthly water bills to the city, as required by EMC 11.40.080.
3. Right-of-way use permit for construction of the side sewer.
4. Right-of-way use permit for operation and maintenance of the side sewer.
5. The record drawing of the side sewer, as required under EMC 11.45.120, shall be attached to the permit following completion of the side sewer.
6. Copy(ies) of executed and recorded easement(s), if any, if side sewer crosses other's property. (Ord. 06-271 § 1).

11.40.070 Basis of connection and charge.

A. Each connection permit and agreement shall be issued to an owner for a specific property, its use, and the number of ERUs of sewer system capacity required by that property. A new connection permit and agreement must be obtained by the owner, reflecting any change in the use and/or number of ERUs required for the property.

B. All units of residential use, including single, accessory, and multifamily, shall be deemed to require one ERU per unit.

C. The initial calculation for the number of ERUs required for a nonresidential property shall be determined from Table G2-1, Orange Book. If necessity for a more accurate method is indicated, the director may require a discharge analysis by an engineer, or other appropriate professional, to determine the number of ERUs generated by a proposed project.

D. Nonresidential accounts shall be compared to water usage from water purveyor billing accounts. If, after connection, the property's use changes or is expanded, or its requirement for sewer system capacity is otherwise found to have been increased, the new required capacity shall be calculated based on the greatest of the following ERU analyses:

1. The Table G2-1, Orange Book analysis; or
2. The maximum month water usage determined from water billing records; or

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3. The maximum day sewage discharge based on records from a sewage meter; or

4. The quality of the discharge based on chemical and/or biological analysis.

E. In the event sewer system capacity is available, as determined in EMC 11.30.080, the city shall issue a new connection permit and agreement and the owner shall pay to the city an additional connection charge based upon the new or expanded requirement for sewer system capacity and the connection charge, based on the schedule in effect at the time the new connection permit and agreement is issued.

F. If sewer system capacity is not available, the number of ERUs will not be increased and the owner shall be required to reduce the wastewater discharge from the property to fall within the limits of the connection permit and agreement.

G. All commercial and industrial connections shall be reviewed and co-regulated by the jurisdiction that operates the wastewater treatment plant treating the city's sewage as set forth in Chapter 11.50 EMC. (Ord. 06-271 § 1).

11.40.080 Water records.

A standard form release and agreement shall be prepared for the purpose of making owner's water usage records available to the city in order to determine equitable connection and monthly charges. The owner and water purveyor shall be required to execute and deliver one original of such release and agreement, as a condition of sewer service, providing the city with copies of the owner's monthly water bills, at each billing period. (Ord. 06-271 § 1).

11.40.090 Status of connection right.

Upon establishment of a connection right (see EMC 11.30.020), such connection right shall run with the land and not be unilaterally extinguishable by the city except as may be provided in Chapter 11.65 EMC. The connection right shall be subject to current laws and regulations affecting the sewer system and connections thereto. (Ord. 06-271 § 1).

11.40.100 Transfer and relinquishment of connection right.

The connection right is transferable to another property if the property for which it was established is combined with other adjacent property into one ownership in a project and/or subdivided. The subdivision or project will receive full credit at current value for the ERUs of the preexisting connection permit and agreement when determining the connection charges for such subdivision or project.

An owner may relinquish the connection right to his property, or any excess portion of the ERUs associated therewith, to the city; provided, that in no event shall the number of ERUs be reduced below the number required for existing buildings on the property as determined by the city. The city shall not be required to reimburse the owner for such relinquishment. Such owner may request transfer of his relinquished capacity to another property within the city, whether or not owned by the owner, subject to the following:

A. Approval by the city.

B. The property receiving the transfer must be fronted by a city sewer or be party to an approved system extension agreement with a sewer fronting said property.

C. Such transfer request must occur prior to relinquishment.

D. The owner of the property receiving the transfer shall pay to the city applicable connection charges, if any, and a connection processing fee for the transfer.

E. Monthly charges shall continue throughout the transfer process and shall be paid by the owner of the property receiving the transfer from the date of such transfer.

F. Both the revised connection permit and agreement and the new connection permit and agreement shall be recorded in the office of the Pierce County auditor. (Ord. 06-271 § 1).

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11.40.110 Connection charges.

A connection charge shall be assessed for each new sewer connection made to the city's sewer system. Connection charges and fees shall be set by ordinance of the city council following a hearing on the proposed connection charges. A connection charge shall be comprised of the following elements:

A. Processing Fee. A fee to cover the costs of processing the application, evaluating the requirement for sewer system capacity, recording the connection permit and agreement, and issuing the permit.

B. Existing Facilities Charge. Pursuant to RCW 35.92.025, the city shall charge each connecting property an equitable share, proportional to the number of ERUs required, of the cost of the existing sewer system not otherwise paid for through an LID, system extension agreement, or grant, except as provided below. Said equitable share may include interest from the date of construction until the date of connection, or for a period not to exceed 10 years.

The existing facilities charge shall include pass-through existing facilities charges from other cities, sewer districts, or counties, as may be applicable.

C. Conveyance Development Charge. Following completion of an LID that provides conveyance, all non-LID properties that connect to, or to sewers that connect to, improvements constructed by such LID shall be charged a conveyance development charge. The conveyance development charge shall be equal to the design and construction costs of said LID improvements, together with interest from the date of completion, for a period of 10 years, at the rate of interest applicable to such LID; divided by the capacity of such LID improvements in ERUs; and multiplied by the number of ERUs required.

D. Future Facilities Charge. The city shall prepare a 10-year CIP for the sewer utility and revise it each year. The city shall charge each connecting property an equitable share, proportional to the number of ERUs required, of the cost of future sewer utility improvements, as set forth in the 10-year CIP, as contained in the GSP.

E. Collection System Charge. The owner of each property shall have a duty to pay for its proportionate share of the city sewer fronting such property. In the event that a property is connected to an existing sewer, fronting the property, the cost of which no owner of said property has contributed, a general collection system charge shall be made equal to one-half of the actual cost of each foot of existing sewer frontage.

F. Inspection Charges. The council shall set a fee to cover the costs of plan review and inspection of the side sewer.

G. Existing Side Sewer Charges. If a side sewer and partial building sewer, if any, has been installed as part of a city-funded project, in anticipation of development of the property, the council shall set a value for such side sewer which shall be paid for by the owner as part of the connection charge.

H. Latecomer Agreements. No owner shall be granted a permit to connect directly or indirectly to sewer facilities, for which exists a contract providing for reimbursement to other owners of real estate who constructed and paid for such sewer facilities, without first paying a fair pro rata share of the cost of same, as provided for in Chapter 11.36 EMC.

I. Credit for ERU Reservation. In the event the owner has reserved sewer system capacity for the property, the value of such reservation, less the processing fee, shall be deducted from the connection charge.

J. Transfer Fee. If the connection includes the transfer of relinquished sewer system capacity from another property, as provided for in EMC 11.40.100, the owner of the property receiving the relinquished capacity shall pay a processing fee for such transfer.

K. Treatment Charges. Owners of commercial and industrial buildings may be required to pay separate and additional connection charges and/or fees and install monitoring equipment by the jurisdiction that operates the

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wastewater treatment plant treating the city's sewage as set forth in Chapter 11.50 EMC. (Ord. 19-542 § 4; Ord. 10-333 § 7; Ord. 06-271 § 1).

11.40.120 Hearing.

Prior to adoption of an ordinance setting connection charges and fees for sewer service, the council shall hold a public hearing on the proposed charges and fees and shall consider all objections thereto and may correct, revise, or modify said connection charges and fees.

A notice of the hearing on the proposed connection charges and fees shall be published at least once a week for two consecutive weeks in the official newspaper of the city. The last publication shall be at least 15 days before the date fixed for the hearing.

The notice shall contain the time and place fixed for the hearing and a copy of the proposed connection charges and fees. Persons who may desire to object shall be advised to make their objections in writing and to file them with the city clerk at or prior to the date fixed for the hearing.

Regulations for hearings and setting connection charges for the jurisdiction that operates the wastewater treatment plant treating the city's sewage shall be as set forth in its municipal code. (Ord. 06-271 § 1).

11.40.130 System extension required.

When a property is not fully fronted by a sewer, the owner, as a condition of sewer service, shall be required to extend the city's sewer to and across one full side of the property in accordance with the GSP. Nonrectangular and corner lots may be required to extend the sewer along two or more full sides as determined by the director. Extensions shall be made in conformance with Chapter 11.35 EMC. (Ord. 06-271 § 1).

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CHAPTER 11.60 RATES AND BILLING PROCEDURES

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Sections:

- 11.60.010 Purpose.**
- 11.60.020 Lakehaven Utility District sewer rates – Adoption by reference.**
- 11.60.030 Lakehaven Utility District sewer charges – Adoption by reference.**
- 11.60.040 City utility sewer rates.**
- 11.60.050 Billing and collection.**
- 11.60.060 City conveyance development charge.**

11.60.010 Purpose.

The rates and charges set forth or otherwise adopted by reference in this chapter shall apply to the sanitary sewer utility established under this title. (Ord. 11-376 § 1; Ord. 11-364 § 1).

11.60.020 Lakehaven Utility District sewer rates – Adoption by reference.

All sewer bills will be prepared by LUD and will include two portions: the city sewer charge and the LUD sewer charge. The rates for sanitary sewer service set forth in Section 2 of Lakehaven Utility District Resolution No. 2009-1146, as the same now exists and as may subsequently be amended, revised or superseded, are hereby adopted by reference and incorporated herein as if set forth in full. For purposes of this chapter, any future amendments or revisions of said resolution shall be in full force automatically in the city upon the effective date thereof. A true and complete copy of said resolution, including any subsequent amendments or modifications thereof, shall be maintained at Edgewood City Hall and made available for public inspection and photocopying upon request. (Ord. 11-376 § 1; Ord. 11-364 § 1).

11.60.030 Lakehaven Utility District sewer charges – Adoption by reference.

The charges and fees applicable to sanitary sewer service set forth in Lakehaven Utility District Resolution No. 2010-1171, as the same now exists and as may subsequently be amended, revised or superseded, are hereby adopted by reference and incorporated herein as if set forth in full. For purposes of this chapter, any future amendments or revisions of said resolution shall be in full force automatically in the city upon the effective date thereof. A true and complete copy of said resolution, including any subsequent amendments or modifications thereof, shall be maintained at Edgewood City Hall and made available for public inspection and photocopying upon request. (Ord. 11-376 § 1; Ord. 11-364 § 1).

11.60.040 City utility sewer rates.

All sewer bills will be prepared by LUD and will include two portions: the city sewer charge and the LUD sewer charge. The city sewer charge includes a monthly base rate of \$5.00 for all customers, plus a usage rate of \$0.95 per 100 cubic feet of water usage. It is intended that LUD will compute water usage as defined in LUD Resolution No. 2009-1146, as the same now exists and as may subsequently be amended, revised or superseded. The residential (single and multifamily) bills use wet month average, all others use actual water usage. Rates for city usage are listed in the rate table below for the period 2012 through 2016 and are based on the recommendation within the report attached to the ordinance codified in this chapter, titled City of Edgewood Sewer Rate Study.

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The volume portion of the sewer charge for residential accounts is based upon the water meter readings for the months of January, February, March and April, and is recalculated each year. New customers are assigned a usage amount of 800 cubic feet per month (1,600 per two-month cycle), which is an average usage for a typical household. New customers wishing not to use the above estimate can opt for the other alternatives within LUD Resolution No. 2009-1146, as the same now exists and as may subsequently be amended, revised or superseded.

Rate Table	
City of Edgewood Sewer Rate for the Period 2012 -- 2016	
Base rate per month	\$5.00
Usage rate per 100 cubic feet*	\$0.85

* Wet month average for residential per LUD definition.

(Ord. 11-376 § 1; Ord. 11-364 § 1).

11.60.050 Billing and collection.

Unless otherwise specified by city ordinance, Lakehaven Utility District shall, on the city's behalf, directly bill sanitary sewer utility customers on a bi-monthly basis and shall remit collections therefrom to the city in accordance with applicable interlocal agreement(s) between the city and Lakehaven Utility District. All delinquent and unpaid rates and charges for sanitary sewer services, including interest thereon, shall be a lien upon the property to which the sanitary sewer is furnished superior to all other liens and encumbrances whatsoever, except those for general taxes and local and special assessments. Pursuant to RCW 35.67.215, the city's sewerage lien shall be effective for a total not to exceed one year's delinquent service charges without the necessity of any writing or recording of the lien with the county auditor. (Ord. 11-376 § 1; Ord. 11-364 § 1).

11.60.060 City conveyance development charge.

The city shall collect charges for the capital cost of conveyance development, EMC 11.40.110(C), from all properties not within the city's local improvement district, LID No. 1, and shall be designated the conveyance development charge, CDC. The city shall collect the CDC, which equitably and fairly distributes the capital costs of the conveyance system to all properties within the Phase I sewer system boundary which did not participate in the city's LID No. 1.

The CDC shall be collected in a manner which relates the actual usage a property may place on the sewer system to its proportionate share of the cost of the above-described conveyance system. The CDC shall include the proportionate cost of construction of the existing conveyance development, designated per equivalent residential unit, ERU, as determined by the report attached to the ordinance codified in this chapter titled, City of Edgewood Conveyance Charge Calculation.

Upon request for a new sewer connection, for properties within the Phase I sewer service area, as described within the city's general sewer plan, LUD shall make a determination of the ERU usage applicable to the property. For purposes of this determination an ERU for service shall consist of a projected usage of 220 gallons per day of sewage flow. A single-family dwelling unit shall be assigned one ERU as a conveyance development charge. Each multifamily dwelling unit and each mobile home situated in a mobile home park shall be assigned 0.67 ERU. Each accessory dwelling unit, approved for occupancy by the city, shall be assigned 0.34 ERU.

All nonresidential connections shall pay the sewer system conveyance development charge determined by LUD to reflect anticipated demand on the sewer system for the planned use of the property. The minimum estimated demand for the property shall not be less than one ERU.

The conveyance development charge for each ERU of sewer service for the year 2012 shall be \$4,700. For each year thereafter for a period not to exceed 10 years, a cumulative interest rate of 4.625 percent per year shall be

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added to the conveyance development charge to reflect the financing charge placed on the LID participant. The conveyance development charge shall be collected prior to connection. Unless otherwise specified by city ordinance, Lakehaven Utility District shall, on the city's behalf, collect the appropriate conveyance development charge from the customer and shall remit collections therefrom to the city in accordance with applicable interlocal agreement(s) between the city and Lakehaven Utility District.

Edgewood Conveyance Development Charge	
Ten-Year Charges with Interest	4.625%
2012	\$4,700
2013	\$4,917
2014	\$5,145
2015	\$5,383
2016	\$5,632
2017	\$5,892
2018	\$6,165
2019	\$6,450
2020	\$6,748
2021	\$7,060

(Ord. 11-376 § 1).

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EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Edgewood - 2019 General Sewer Plan Update

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Electrical Engineer Hours	Environmental Technician/ Specialist Hours	AutoCAD/ GIS Tech/ Eng. Intern Hours
1 Update the General Sewer Plan							
1.A Background Information, Service Area Characterization, and Population Projections	2	4	8	16			24
1.B Existing Wastewater System		4	2	12			8
1.C Wastewater Flow Projections	2	8	12	40			
1.D Performance and Design Criteria	2	4	4	8			
1.E Sewer System Model Development	4	8	24	48			
1.F Collection System Analysis/Layout	2	16	20	32			40
1.G Operation and Maintenance		8	16	8			16
1.H Capital Improvement Plan	2	16	24	40	8		20
1.I Plan Compilation and Distribution	4	12	20	24		8	40
2 Perform a Rate Analysis							
2.A Review of Finances and Rate Ordinance		2	4				
2.B Financial Analysis	2	2	4				
2.C Financial Recommendations		2	4				
3 Recommend Municipal Code Revisions							
3.A Review the Ordinance	2	4	2	8			
3.B Provide Recommendations for the Ordinance	2	16	8	4			
4 Project Management, Administration, and Meetings							
4.A Provide Project Management, Administration and Meetings	12	24	20				
5 Work Sessions and Public Meetings							
5.A Attend Work Sessions and Public Meetings		12	8				
Hour Estimate:	36	142	180	240	8	8	148
Fully Burdened Billing Rate Range:*	\$135 to \$200	\$119 to \$200	\$119 to \$160	\$93 to \$135	\$120 to \$190	\$83 to \$124	\$50 to \$132
Estimated Fully Burdened Billing Rate:*	\$175	\$165	\$155	\$135	\$150	\$95	\$100
Fully Burdened Labor Cost:	\$6,300	\$23,430	\$27,900	\$32,400	\$1,200	\$760	\$14,800

Total Fully Burdened Labor Cost:	\$ 106,790
Direct Non-Salary Cost:	
Mileage & Expenses (mileage @ current IRS rate)	\$ 800
Printing	\$ 410
Subconsultant:	
FCS Group (Assistance with Tasks 2 and 3)	\$ 44,700
Subconsultant Overhead (10%)	\$ 4,470
TOTAL ESTIMATED COST:	\$ 157,170

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Interim Zoning Ordinance		Agenda Item #:		21
		For Agenda of:		July 30, 2019
		Prepared by:		Darren Groth
ATTACHMENTS (list): ☒ None				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	N/A	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	N/A	
Interim City Attorney, Ann Marie J. Soto	☐	Appropriation Required:	N/A	
City Clerk, Rachel Pitzel	☐	Timeline: Continuation of the 6-month period for the prohibition on accepting and processing applications for new residential/multi-family development in the TC, C, MUR, and BP zones.		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☐			
Police Chief, Micah Lundborg	☐			
Fiscal Note/Consideration: N/A				
SUMMARY STATEMENT: On April 9, 2019, Council adopted Ordinance 19-0547, which adopted an emergency interim zoning ordinance on the acceptance of applications for new residential/multi-family development in the TC, C, MUR, and BP zones for a period of six months. Ordinance 19-0547 allows the City Council to consider whether the amount and type of residential/multi-family development in the TC, C, MUR, and BP zones should be modified. May 7th was the study session where the Council, Mayor, and staff were all present to discuss how the City will complete all of the “whereas” activities described in Ordinance 19-0547. On May 14, 2019, the City Council heard staff presentations and public testimony on the issue whether interim zoning ordinance No. 19-0547 should be terminated, modified or continued. The City Council voted to continue the interim zoning ordinance as adopted. During the next regular City Council meeting on May 28, 2019, the City Council adopted Resolution No. 19-0458, adopting findings of fact to support the continued maintenance of interim zoning Ordinance No. 19-0547. On June 20, 2019, the City Council held a Town Hall style open house meeting to review the public sentiment regarding growth and residential development in Edgewood in order to learn from citizens about the desired future of the community. In addition, City Council added on continued discussions for interim zoning Ordinance No. 19-0547 on each agenda during their June 11, June 18, June 25, July 2, July 9, July 16, and July 23, 2019 meetings. On July 23, 2019, City Council voted 6-1 to modify the interim zoning ordinance by limiting the geographic scope to the Mixed Use Residential (MUR) zone on the east side of Meridian Avenue and a portion of the Town Center (TC) zoning district, which is located only on the east side of Meridian Avenue south of 22nd Street East. City Council also provided direction to City staff regarding the next steps necessary under the interim ordinance. This study session item is scheduled to allow a discussion between City Council, staff, and the City’s on-call planning consultant regarding the need to answer lingering questions by performing a study of the area still affected by Ordinance No. 19-0547. The discussion should identify the scope of the study and how the study will answer several questions, which are generally the evaluation criteria to amend development regulations contained in the Edgewood Municipal Code (EMC) and also outlined below: 1. Whether growth and development is occurring as anticipated; 2. Whether the City’s capacity to provide adequate services has increased or decreased; 3. Whether land is properly designated and zoned to meet the City’s needs and demands; 4. Whether prior assumptions from past studies, plans, or codes are still valid; 5. Whether changes in circumstances dictate a need for amendments; 6. Whether other City actions impact or satiate outstanding issues; and 7. Whether additional text/code/map/plan amendments are necessary.				
RECOMMENDED ACTION: Hold a discussion and provide staff guidance regarding the interim zoning ordinance.				