



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

October 8, 2019 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance, Roll Call, Additions/Deletions

2. PUBLIC HEARING

A.  **AB19-037- 2020 Surface Water Rates**

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

5.  **CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

- A. Regular City Council Meeting Minutes of September 10, 2019,
- B. Special City Council Meeting Minutes of September 17, 2019,
- C. Special City Council Meeting Minutes of September 24, 2019,
- D. Study Session Meeting Minutes of October 1, 2019,
- E. Review of Commission, Committee and Board meeting minutes of January 2019.
- F. **AB19-038**, a motion approving October 2019 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of \$128,450.70; and Vendor Check Numbers 24017 through 24039 with EFT and Direct Pay Payments in the amount of \$159,868.23. Total distributions submitted for review & authorization in the amount of \$288,318.93.
- G.  **AB19-0474**, a motion to adopt Resolution No. 19-0474, authorizing the Mayor to execute a contract with Berk Consulting, Inc.

6. COUNCIL BUSINESS

- A.  **AB19-0559**, a motion to adopt Ordinance No. 19-0559, relating to the Salary Commission Meeting date.
- B.  **AB19-0560**, a motion to adopt Ordinance No. 19-0560, extending Interim Zoning Ordinance No. 19-0558.
- C.  **AB19-0475**, a motion to adopt Resolution No. 19-0475, affirming the acceptance of a Quit Claim Deed for Edgewood Dale Lake and Walkway tract.
- D.  **AB19-0476**, a motion to adopt Resolution No. 19-0476, acknowledging the city's interest in a proposed donation of Land located NW of 16th St. E and W. Valley Hwy.

7. COUNCIL COMMENTS

8. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: PUBLIC HEARING - Surface Water Utility Rate Update	Agenda Item #:	AB19-037			
	For Agenda of:	October 8, 2019			
	Prepared by:	Jeremy Metzler			
ATTACHMENTS (list): ☒ DRAFT Ordinance 19-0xxx					
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/HR Director, Rachel Pitzel	☒	Timeline: Public Hearing – Oct. 8, 2019 Study Session – Oct. 15, 2019 Regular Council Meeting Action – Oct. 22, 2019			
Community & Economic Development Director, Darren Groth	☒				
Public Works, Jeremy Metzler	☒				
Police Chief, Micah Lundborg	☒				
Fiscal Note/Consideration: An analysis performed in 2017 found that the surface water utility was experiencing a fee-to-expense deficit of nearly \$40,000 annually. The 2018 rate increase of 20% corrected this operating budget deficit, but a gap remains in capital improvement funding. Increasing rates as recommended in the 2018 Surface Water Management Plan update will help to fund critical capital improvements.					
SUMMARY STATEMENT: The Edgewood City Council establishes storm water rates charged for various land use classifications according to factors set forth in RCW 35.67.020(2) and (3), which are then adopted in the Edgewood Municipal Code. The City is required to impose uniform charges for the same class of customers or service and facilities furnished [RCW 35.67.020(2)]. In classifying customers served or service and facilities furnished by the storm water utility, the City may consider <i>“the difference in cost of maintenance, operation, repair and replacement of various parts of the system,”</i> and <i>“any other matters which present a reasonable difference as a ground for distinction.”</i> Id. As discussed in previous years, our Municipal Stormwater Permit requires annual inspection and maintenance work which we satisfy through our Interlocal Agreement with Pierce County Public Works. The costs for this service have increased from \$25,000 in 2013 to over \$400,000 in 2015, and totaled more than \$630,000 in 2017. This increase is due to additional permit requirements enacted in 2014 coupled with recent infrastructure improvements along the Meridian Avenue corridor. Here is a table comparing operating expenditures to revenues in recent years (<i>excluding capital expenditures</i>):					
	2015	2016	2017*	2018*	2019 (est)
Operating Expenditures	\$834,626	\$570,852	\$1,091,513	\$931,566	\$1,083,953
Revenues	\$708,068	\$659,084	\$723,836	\$937,735	\$1,225,000
Net Revenue / (Deficit)	(\$126,558)	\$88,232	(\$367,677)	\$6,169	\$141,047
<i>*Note: 2017 & 2018 Operating Expenditures also exclude consultant fees for the Comprehensive SWMP Update</i>					
Revenues had been relatively steady from 2009 to 2017 due to limited growth and development, generally coming in between \$650,000 and \$720,000, annually. Action was taken by Council each of the last two years to close the operating budget gap, increasing revenues to \$937,735 in 2018 and an estimated \$1.225M this year.					

Upon review of existing rates, anticipated operating budget, and proposed capital projects identified as “critical” during preparation of the 2018 SWMP Update, the City’s consultant recommended a 40% rate increase for FY 2019 and 15% rate increase for FY 2020. Council passed Ordinance 18-0528 last year, increasing rates by 20% in FY 2019. To make up the difference, staff recommends a 35% increase for FY 2020, and this rate is reflected in the attached ordinance. In prior discussions, Council has expressed concern regarding the impact this significant of a rate increase may have on the rate payers. In light of this concern, staff offers the following table demonstrating alternative rate increases and the associated impacts on the residential rate:

Proposed Rate Increase	10%	20%	30%	35%
Projected Revenue Increase	\$120,000	\$240,000	\$360,000	\$420,000
Proposed Annual Residential Rate	\$209.88	\$228.96	\$248.04	\$257.58
<i>Increase from Current Rate</i>	<i>\$19.08/yr</i>	<i>\$38.16/yr</i>	<i>\$57.24/yr</i>	<i>\$66.78/yr</i>

To further assist Council in evaluating a proposed rate increase, below are the surface water capital projects currently identified for funding in the working draft of the 2020 – 2025 Capital Improvement Plan:

Project \ Year	2020	2021	2022	2023	2024	2025
Spot Improvement Program	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Mortenson Farm Regional Stormwater Improvements	\$50,000	\$700,000	\$500,000	-	-	-
Jovita Creek Regional Improvement Feasibility	-	-	-	\$200,000	\$200,000	\$180,000
Edgewood Pothole Feasibility Assessment	-	-	\$300,000	\$100,000	-	-
108 th Ave E / 36 th St E Flooding	\$50,000	\$900,000	\$175,000	-	-	-
SWMP Updates	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
25 th St E Drainage Improvements	-	-	-	\$235,000	-	-
Lake Chalet Flood Reduction (Pump Station)	\$530,000	-	-	-	-	-
24 th St E / 112 th Ave E Seasonal Ponding	\$170,000	-	-	-	-	-
108 th Ave E Neighborhood (8 th to 16 th)	-	\$40,000	\$270,000	\$65,000	-	-
Jovita Blvd Rehabilitation	-	-	-	\$55,000	\$345,000	\$180,000
Edgewood Pothole Flood Reduction Plan / Analysis	-	-	-	\$170,000	-	-
56 th St E / Edgewood Drive Drainage Improvements	\$450,000	-	-	-	-	-
Monta Vista Drive Drainage	\$200,000	-	-	-	-	-
Annual Totals	\$1,575,000	\$1,765,000	\$1,370,000	\$950,000	\$670,000	\$485,000

Taking into consideration these capital projects--assuming surface water utility rates are needed to fund a significant portion of them--and a 35% rate increase for FY 2020, 5% in FY 2021, and 2.5% each year thereafter, the following table extrapolates the anticipated Surface Water Fund balance through the program horizon:

	2019	2020	2021	2022	2023	2024	2025
Revenues	\$1,225,000	\$1,645,000	\$1,727,250	\$1,770,431	\$1,814,692	\$1,860,059	\$1,906,560
Expenditures	\$1,148,953	\$2,043,133	\$2,223,777	\$1,790,490	\$1,848,305	\$1,437,254	\$1,477,372
Ending Balance	\$113,233	(\$284,899)	(\$781,426)	(\$801,484)	(\$835,097)	(\$412,292)	\$16,897

As demonstrated above, we anticipate debt funding through 2025, even with the recommended rate increases.

For the purposes of rate determination and transparent discussion, it should be noted the figures presented above do not include the following list of projects identified during the 2018 Surface Water Management Plan Update:

- Pinedale Pond (114th Ave E) Pothole Flood Reduction Plan / Analysis
- 122nd Ave E Pothole Flood Reduction Plan / Analysis
- 108th Ave E Pothole Flood Reduction Plan / Analysis
- Surprise Lake Pothole Flood Reduction Plan / Analysis
- Upper Edgewood Drive Drainage Improvements (4800-5300 block)
- Meridian Ave E Drainage Improvements (1000-1600, 2700-2900, and 3200-4800 blocks)
- Surface Water Utility Maintenance & Storage Yard Development
- Wapato / Simon's Creek Ravine Drainage / Stabilization (multiple sites)
- City-wide FEMA Flood Study

Also for comparison, here is a list of current monthly residential surface water utility rates in nearby cities:

- Lakewood: \$9.68
- Unincorporated Pierce County: \$10.61
- Puyallup: \$12.75
- Algonia: \$13.50
- Bonney Lake: \$14.00
- DuPont: \$15.61
- **Edgewood (Existing): \$15.90**
- University Place: \$15.93
- Sumner: \$16.33
- Fircrest: \$17.25
- Auburn: \$19.51
- Covington: \$20.13
- **Edgewood (Proposed): \$21.47**
- Buckley: \$23.77
- Pacific: \$23.82

Finally, any storm water rate increase will be in effect starting January 1, 2020. If no action is taken to increase rates by October 22, 2019, it is unlikely that Pierce County will be able to implement a rate increase until FY 2021.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A

RECOMMENDED ACTION: Public Hearing to receive public comment on the proposed Surface Water Utility Rate as presented, for consideration at the next study session.

ALTERNATIVES TO RECOMMENDED ACTION: N/A

ORDINANCE NO. 19-0xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, ADJUSTING THE STORM DRAINAGE AND SURFACE WATER UTILITY ANNUAL SERVICE CHARGE FOR ALL CLASSIFICATIONS OF SERVICE CONSISTENT WITH THE SURFACE WATER MANAGEMENT PLAN, IN ORDER TO IMPLEMENT THE CAPITAL IMPROVEMENT PLAN BUDGET FOR THE UTILITY, TO BE EFFECTIVE AS OF JANUARY 1, 2020, AMENDING SECTION 13.10.070 OF THE EDGEWOOD MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Edgewood has “full jurisdiction and authority to manage, regulate and control” its storm water utility (RCW 35.67.020(1)); and

WHEREAS, the City has the authority to fix, alter, regulate and control the rates and charges associated with the storm water utility, which charges must be uniform for the same class of customers of service and facilities furnished, taking into account the factors identified in state law (RCW 35.67.020(2)); and

WHEREAS, the City has established a storm drainage and surface water management utility and has codified regulations pertaining thereto at Chapter 13.10 of the Edgewood Municipal Code (EMC); and

WHEREAS, Pierce County collects storm water charges for the City, as directed and authorized by the Mayor through an established interlocal agreement, and designates each property by one of the eight (8) categories defined in EMC 13.10.070; and

WHEREAS, the City is updating its capital improvement and comprehensive plans for the maintenance, repair, replacement, and new construction of storm water projects which are paid for by the revenue from storm water charges; and

WHEREAS, in review of said plan updates, the City has determined additional funding is necessary to support the proposed capital improvement budget for its surface water management utility; and

WHEREAS, the City desires to adjust the annual storm drainage and surface water service charge to fund said capital improvement budget; and

WHEREAS, the City’s SEPA Responsible Official has determined that this procedural action is categorically exempt from SEPA threshold determination and EIS requirements pursuant to WAC 197-11-800(19); and

WHEREAS, on October 1 and October 15, 2019, the City Council considered this ordinance during study sessions; and

WHEREAS, on October 8, 2019, the City Council held a first reading of this ordinance during its regular City Council meeting; and

WHEREAS, on October 8, 2019, the City Council held a public hearing on this ordinance, after proper notice was sent out to the public; and

WHEREAS, on October 22, 2018, the City Council considered the adoption of this ordinance during a second reading, which was held during a regular City Council meeting;

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

Section 1. Findings. The recitals above are hereby adopted as legislative findings in support of this ordinance. The City Council further adopts by reference the agenda bill dated October 22, 2019 as additional findings.

Section 2. EMC Subsection 13.10.070(A), amended. Subsection 13.10.070(A) of the Edgewood Municipal Code is hereby amended to read as follows:

An annual service charge schedule is hereby established for all areas of the city.

A. Annual service charges for all parcels within the city are as follows:

Classification	Rate
Residential	\$190.80 <u>\$257.58</u>
Duplex	\$246.12 <u>\$332.26</u>
Multifamily (per sq. ft. impervious area)	\$0.07227 <u>\$0.097565</u>
Mobile Home Site	\$104.94 <u>\$141.67</u>
Vacant / Undeveloped	\$48.00 <u>\$64.80</u>
State, County & Federal Public Highways (per sq. ft. impervious area)	\$0.02168 <u>\$0.029268</u>
All Others (per sq. ft. impervious area)	\$0.07227 <u>\$0.097565</u>

Section 3. EMC Subsection 13.10.070(D), amended. Subsection 13.10.070(D) of the Edgewood Municipal Code is hereby amended to read as follows:

D. The annual service charge, in addition to any applicable Utility Tax pursuant to EMC 5.08.030 E, shall be calculated and collected as described in PCC 11.02.050(E), as adopted by Pierce County Ordinance 2016-72s.

Section 4. Rates Effective. The rates described herein shall take effect and be in full force for fees collected beginning January 1, 2020.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Code, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason or should any portion of this Code be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Code or its application to other persons or circumstances.

Section 6. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL ON THE 22ND DAY OF OCTOBER, 2019.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie J. Soto, Interim City Attorney

Date Published: xxx

Ordinance Effective Date: xxx (Rate effective date: 01/01/2020)



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING SUMMARY

September 10, 2019 – 7:00 p.m. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm. Councilmember West led the attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Deputy Mayor Tyron Christopherson, Councilmember John C. West, Councilmember Mark Creley, Councilmember Ryan Day, Councilmember Colleen Wise, Councilmember Rosanne Tomin (**late**), Councilmember Nate Lowry.

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, Police Sergeant Pat Burke, Interim City Attorney, Kim Adams Pratt.

Additions/Deletions to the Agenda

There were no additions or deletions to the agenda.

2. EXECUTIVE SESSION

Mayor Eidinger stated there was an executive session and noted pursuant to RCW 42.30.110(1)(i) the City Council will now convene an executive session for the purpose of discussing potential litigation. The Executive Session will last approximately 10 minutes.

Mayor Eidinger recessed the meeting to Executive Session at 7:01pm for 10 minutes.

Mayor Eidinger called the meeting back to order at 7:11pm.

3. PRESENTATION

East Pierce Fire & Rescue

Chief Bud Backer presented Council with a PowerPoint that discussed the following:

- 2018 Accomplishments
- 2019 Goals
- Call Volume Growth
- Career Station First Due Area
- Population Growth
- Schedule of Bond Issue Improvements
- The New 118 - Original Concept and Changes

4. AUDIENCE COMMENT

Minoru Uchida – Discussed the 2018 Comprehensive Plan and asked that council support it.

William Bennett – Expressed his support for the 2018 Comprehensive Plan.

Dale Hegg – Discussed the Code Enforcement presentation at the previous weeks meeting and his support for a Code Enforcement board.

5. MAYOR'S REPORT

Mayor Eidinger spoke about the following:

- School is open and our school zone cameras are active. During this “grace period” drivers will receive a notice by mail that reminds them that they should observe the posted speed limits.
- Staff had a training session/team building event a week ago Friday where we worked on increased communications and working together for positive outcomes. We also have an upcoming training for ICS-100 and IS-700 on Wednesday from 12:30pm to 4:30pm, if you are interested in attending please let Rachel know so that we can plan accordingly.
- The Mayor attended several meetings this past week: an affordable housing roundtable with Pierce County mayors, a quarterly meeting with the Master Builders Assoc., a quarterly update meeting with Lakehaven Sewer, and the Pierce County Cities and Towns Assoc. If you would like further updates on topics of discussion, please just check with him anytime.
- Jeremy and Mayor Eidinger met with Gray & Osborne to begin work on our General Sewer Plan update. This should take about a year to complete, but will help us to plan for future needs based upon the current demands that we have seen.
- Additional meetings this week include Pierce Transit, a 405/167 Advisory Group meeting and Pierce County Regional Council; again, if you would like details, please feel free to contact me.
- Remember our upcoming Budget Retreat next Tuesday, 6pm.
- Recognized, and thanked Diane Kerlin for her service to the City as she steps down from her long standing appointment on the Parks and Recreation Advisory Board.

Public Works Director Metzler briefed on the following:

- Thanked Diane Kerlin for her years of service.
- County is finishing up their annual striping throughout the city.
- Puget Sound Energy began installation of the light at the intersection of Edgewood Drive and Sumner Heights Drive at the bottom of the hill.

Community & Economic Development Director Groth briefed on the following:

- No Economic Development Advisory Board minutes as it was cancelled due to the holiday.

City Clerk/HR Director Pitzel briefed on the following:

- Discussed upcoming quarterly staff trainings, including FEMA, Sexual Harassment, and Records Management.

6. CONSENT AGENDA

The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.

The following items are presented for Council approval:

- A. Regular City Council Meeting Minutes of August 27, 2019,
- B. Study Session Meeting Minutes of September 3, 2019,

- C. Review of Commission, Committee and Board meeting minutes of August 2019.
- D. **AB19-035**, a motion approving September 2019 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of \$139,956.69; and Vendor Check Numbers 23968 through 23993 with EFT and Direct Pay Payments in the amount of \$619,088.09. Total distributions submitted for review & authorization in the amount of \$759,044.78.
- E.  **AB19-0473**, a motion to adopt Resolution No. 19-0473, was modifying the Pierce County Court-City of Edgewood Court Services Agreement (Amendment #1) to accommodate school zone traffic camera citation activity.

Motion: As Presented, **Action:** Approve, **Moved by** Councilmember Colleen Wise, **Seconded by** Deputy Mayor Tyron Christopherson. **Motion passed unanimously (6-0).**

7. COUNCIL BUSINESS

- A. **AB19-0556**, a motion to adopt Ordinance No. 19-0556, amending the Budget Exhibit A Salary Schedule for the 2019 fiscal year, adding the IT Director staff position.

City Clerk Pitzel briefed on the agenda item.

Councilmember Tomyn entered meeting at 7:37pm.

Motion: As Read, **Action:** Approve, **Moved by** Deputy Mayor Tyron Christopherson, **Seconded by** Councilmember Colleen Wise. **Motion passed unanimously (7-0).**

- B. **AB19-0557**, a motion to adopt Ordinance No. 19-0557, 2018 Comprehensive Plan Amendments.

Community and Economic Development Director Darren Groth briefed on this agenda item. He introduced Brittany Port from AHBL to do a presentation on the Comprehensive Plan Amendment Requests.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Nate Lowry, **Seconded by** Councilmember Rosanne Tomyn. **Motion passed unanimously (7-0).**

- C. **AB19-0558**, a motion to adopt Ordinance No. 19-0558, relating to Land Use and Zoning, amending Interim Zoning Ordinance No. 19-0553, adopted on July 23, 2019, on the acceptance or processing of new applications for Residential/Multi-Family Developments in the MUR Zone on the East Side of Meridian Avenue and in the TC Zone on the East Side of Meridian South of 22nd Street East, as shown in Exhibit A.

Community and Economic Development Director Darren Groth briefed on the agenda item.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Colleen Wise, **Seconded by** Councilmember Rosanne Tomyn. **Motion passed unanimously (7-0).**

8. COUNCIL COMMENTS

Mayor Eidinger reminded folks of the movie night. Asked if anyone was attending the chamber meeting tomorrow. Reminded everyone the League of Women Voters would be holding a candidate forum. 9-11 Memorial artifact placement will be tomorrow at 11am in Milton Community Park.

Councilmember Tomyn asked if the North Hill plan could be made digital and placed on website.

Councilmember Wise attended the Top Crate grand opening.

9.ADJOURN

Mayor Eidinger adjourned the meeting at 8:09 pm.

Jill S. Herrera, Communications Coordinator/
Deputy City Clerk

Daryl Eidinger, Mayor



**CITY OF EDGEWOOD
SPECIAL MEETING SUMMARY- BUDGET RETREAT**

Tues. September 17, 2019 – 6:00pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Mayor Eiding called the special meeting to order at 6:00pm. Councilmember Lowry led the attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eiding (Not voting), Deputy Mayor Tyron Christopherson, Councilmember Mark Creley, Councilmember Ryan Day, Councilmember Colleen Wise, Councilmember Rosanne Tomin, Councilmember Nate Lowry. **Late:** Councilmember John C. West.

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Jeremy Metzler Public Works Director, Police Chief Micah Lundborg, Stephanie Goff, Accounting Manager.

2. COUNCIL BUSINESS

Mayor Eiding thanked Councilmembers for being in attendance and discussed the agenda for the Special Meeting.

A. 2020 Budget – Repeat of 2019

1. Revenue Changes
2. Labor Model Changes
3. Capital Improvement One-Time Fee Driven

Councilmember West entered the Budget Retreat at 6:17pm. Councilmember West wanted it noted on the record that there was a discrepancy on the website that noted the Budget Retreat was at 6:30pm., with the agenda and other notices noting the 6:00pm begin time.

B. 2021 Forward Budgets: Level of Service Model Budget

1. Core City Operations Business Plan
 - a. Identify Sustained Revenue Stream
 - b. Service Model Supported Expenditures
 - Core Labor Model
 - Core Overhead Expenditures
 - Multi-Year Forecasting
 - FIT (Financial Integrity Test)
2. Development Anomaly (Manage the Bulge)
 - a. Metrics for Headcount (Tipping Test)
 - b. Honesty & Integrity as an Employer
 - c. Soft Landing Commitment
 - d. Build Forecasting Models (Buildable to Tax Roll Analysis)
3. Build & Implement Sustained Level of Service Models

- a. Identify Core Service
 - Cost the Natural Breaks (Law Enforcement Rule of Two), etc.
 - Variable Labor Modeling
 - In-house vs. Contract Evaluation

Councilmember Creley left the meeting at 7:12pm

Councilmember Creley returned to the meeting at 7:14pm

Mayor Eidinger called for a small break at 7:21pm

Mayor Eidinger called the meeting back to order at 7:24pm

C. 2019-2020 Law Enforcement

Mayor recessed the meeting for 5 minutes at 8:04pm

Chief Micah Lundborg updated Council on various police issues.

D. 2019-2020 Capital Improvement Planning

Public Works Director Jeremy Metzler briefed on this agenda item.

3. ADJOURN

Mayor Eidinger adjourned the meeting at 8:45pm

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

SPECIAL MEETING SUMMARY- TOWN HALL MEETING RE: TRANSPORTATION

September 24, 2019 – 6:00pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Mayor Eidinger called the special meeting to order at 6:00pm. Councilmember Lowry led the attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Deputy Mayor Tyron Christopherson, Councilmember John C. West, Councilmember Mark Creley, Councilmember Ryan Day (**Late**), Councilmember Colleen Wise, Councilmember Rosanne Tomin. **Excused:** Councilmember Nate Lowry.

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Jeremy Metzler Public Works Director, Police Sergeant Pat Burke, Kristin Moerler, Senior Planner and Evan Hietpas, Planning Technician.

2. COUNCIL BUSINESS

CONSENT AGENDA: *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

- A. AB19-036**, a motion approving September 2019 Budgeted Expenditures as follows: Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; and IRS 941 ACHs in the amount of \$92,322.27; and Vendor Check Numbers 23994 through 24016 with EFT and Direct Pay Payments in the amount of \$296,648.08. Total distributions submitted for review & authorization in the amount of \$388,970.35

Motion: As Presented, **Action:** Approve, **Moved by** Councilmember Colleen Wise, **Seconded by** Councilmember John C. West. **Motion passed unanimously (4-0).**

Jeremy Metzler briefed folks on the purpose of the meeting

Councilmember Day entered the meeting at 6:09pm.

3. FOCUSED DISCUSSION

4. Citizen-Sherril-

- a. More building leads to more traffic. City should plan for traffic impacts before building new homes/ apartments.
- b. 122nd is about to get worse with additional homes.
- c. I do not use the bus system, but what bus transportation is available in the City?
- d. There are not many ways out of Edgewood. City did not plan well for Chrisella or Sumner Heights. “No left turn” signs on Chrisella have somewhat helped.

Staff- More Building= More traffic. Congestion on roads leaving City on South side

5. Citizen- Teresa-

- a. Traffic is a problem everywhere in Edgewood, at any time of day. Getting off the hill (going South) in prime hours (after 2:00) doubles commute time compared to past. To get back up on the hill is not as bad.
- b. More apartments and homes are creating more traffic. Do we have plans for traffic?
- c. A church being built in Milton will influence traffic as well. Traffic on Taylor St is horrible. City of Edgewood residents should be notified for large projects in neighboring cities.

Staff- City of Edgewood staff is invited to provide review comments for the Church.

Clarification was made that the citizen's concern is that traffic in Edgewood has gotten worse over time, not compared to surrounding cities.

6. Citizen- David-

- a. Lives off of 8th St Ct. Property owner to south has started trucking operation. Refrigerator trucks going off every half hour.
- b. We do not have bike paths, sidewalks are limited. It would be nice to have some wider lanes for bikes and shoulders to walk on. Shared connections to trail to the North. Getting to interurban trail is not easy.

Staff- Non-motorized transportation plan is being worked on.

7. Citizen- Jean-

- a. Concerned about lack of businesses (would like retail/ commercial uses). Why are there so many apartments?

Staff- City staff has made efforts to attract new businesses to Edgewood.

Ryan Day- What would be the most effective way to communicate what the City is doing? – Receives magazine, emails Mayor, Marquee, Facebook, Twitter, City Clerk distribution list

8. Citizen (Milton)- Bob-

- a. Works for City of Milton. Announced there will be no more thru truck traffic allowed in Milton. This may help with Jovita and may change traffic patterns.
- b. Questions: There was a vision for businesses, apartments set back further, parallel road network?
- c. Church: open to Hearing Examiner's hearing. Milton gets a lot of Edgewood traffic (Taylor and Yuma takes on more traffic).
- d. As Edgewood builds out, it becomes harder to plan for traffic, but Edgewood still has an opportunity to plan for traffic. Another apartment= More congestion. See how you can accommodate community needs within our own community.

Staff- Parallel road ordinance passed in 2007 and Edgewood is looking to update. Some segments of the network have been implemented on East side.

9. Citizen- Unannounced-

- a. Concerns on mail service. Edgewood does not have reception box. Where is our post office? (Milton or Fred Meyer). Longer trip makes him drive more often. He makes my choice of when to run errands based on the time of day due to traffic.
- b. Heavy traffic on Chrisella/ 46th St.

Staff- Increased mail services would be appreciated by citizens. Traffic on Chrisella becomes congested very often.

10. Citizen-Dale-

- a. There is a need for a regional answer to this problem.
- b. Edgewood does a pretty good job of handling truck traffic, however, Sumner and Puyallup continue to build warehouses that impact Edgewood roads. Warehouses provide employment and tax revenue, but create traffic problems.
- c. W Valley Hwy is trashed from large trucks. Overpass on 167 does not get used, so they divert to W Valley Hwy. 167 intersection is a major mess. Rules and regulations on truck routes could help.
- d. We are a bedroom community (cost of living effect) which also contributes.

Staff- Recognized citizen concerns. Further research on freight traffic restrictions and coordination with regional partners, in peak hours.

11. Citizen- Jason-

- a. Lives off of 110th – takes 36th to commute. 36th backs up in afternoon.
- b. Dangerous right –hand turn onto Meridian from 36th. (Possible solution- “No right-hand turn sign for safety”). Talked about traffic control project on 32nd (raised similar concerns to 36th).
- c. Concerned about the impact of the new park project and traffic calming project.

Staff- 32nd- City staff has been working with consultants on solutions. Traffic impacts of new park project will be considered during the review process. Access management meetings with Edgewood property owners have also been under way.

Councilmember Comments:

Councilmember Tomyne- Stated that the City of Edgewood continually works with neighboring cities (Milton, Puyallup, Fife, Sumer, etc.) to find solutions to regional problems.

Councilmember Wise- Announced that the Mayor and City staff attended a conference earlier this year that focused on economic development opportunities for cities. Re-iterated that the City has adopted a parallel road system ordinance. Provide clarification on citizen comment #1- The new development on 122nd was required to pass traffic concurrency as a condition of approval.

Councilmember Day- Stressed the importance of communication, and the difference between things in our control and out of our control.

Councilmember Creley- Traffic is a regional issue. The main question that needs to be answered is: Where is the traffic stemming from? The City of Edgewood will continue to collaborate with other jurisdictions on transportation planning.

Councilmember West- Councilmember West is currently reaching out to consultants and other jurisdictions to try and find possible solutions. Direction to staff- Please pursue state funding for City roads with urgent needs. Suggestion was made to charge tolls for trucks that do not follow rules. Traffic is a complex problem that fosters a lot of ideas that to be ironed out over time.

Mayor Eidinger- Thanked all citizens for participating and being present for the Town Hall meeting.

12. CURRENT PLANS AND NEXT STEPS

13. ADJOURN

Mayor Eidinger adjourned the meeting at 7:17pm

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

COUNCIL STUDY SESSION SUMMARY

October 1, 2019 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and Councilmember Day led attendees in the Pledge of Allegiance.

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Deputy Mayor Tyron Christopherson, Councilmember John C. West, Councilmember Mark Creley, Councilmember Ryan Day, Councilmember Colleen Wise, Councilmember Nate Lowry. **Excused:** Councilmember Rosanne Tomin.

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Jeremy Metzler Public Works Director, Police Chief Micah Lundborg, Accounting Manager, Stephanie Goff.

2. COUNCIL BUSINESS

A. Review/Discussion – RFP Selection Status – Planning, Zoning & Econ. Dev. Study (TC & MUR)

Community & Economic Development Director Darren Groth discussed the rating process for the four RFP that were turned in. He requested that they agree to move forward with Berk Consulting Inc.

Discussion ensued between council and staff.

Council action: Council recommended staff place this item on the upcoming consent agenda.

B. Review/Discussion – Interim Zoning Extension

Community & Economic Development Director Darren Groth suggested extending the Interim Zoning Ordinance by six months to allow the study to be completed, the report reviewed, and to determine if there are actions that need to be done before it's lifted.

Council action: Council recommended staff move forward with the six month extension.

C. Review/Discussion – Lake Chalet Property Acquisition

Public Works Director Jeremy Metzler, discussed this item in detail, and answered council questions.

Council action: Council recommended staff place this item on the upcoming consent agenda.

D. Review/Discussion – Litowitz Property Donation

Public Works Director Jeremy Metzler discussed how a Phase 1 environmental study has already been completed on the property but the Litowitz family was seeking a more formal commitment from the city before they agreed to Phase 2 being done, which they agreed to pay for. Discussion followed between staff and the Council.

Council action: Council asked staff to provide how much would be taken off the tax rolls if the property was acquired.

E. Review/Discussion – 2020 Surface Water Rates

Public Works Director Jeremy Metzler discussed the need to bring this forward to align it with the Surface Water Rates in the Surface Water Management Plan Update that was passed last winter. Discussion followed between staff and the Council.

Council action: Council recommended staff to bring the item forward at the next regular council meeting under regular council business.

F. Review/Discussion – Comprehensive Plan Transportation Goals

Community & Economic Development Director Darren Groth and Public Works Director Jeremy Metzler briefed on this agenda item. Discussion followed between staff and the Council.

G. Review/Discussion – Salary Commission Meeting Date Revision

City Clerk/HR Director Rachel Pitzel discussed this agenda item, explaining the reason for the request. Discussion followed between staff and the Council.

Council action: Council recommended staff bring the item forward at the next regular council meeting under regular council business.

H. Review/Discussion – Snow Plow Purchase

Asst. City Administrator Dave Gray, with the assistance of Accounting Manager Stephanie Goff discussed this item in detail.

Council action: Council recommended staff place this item on the upcoming consent agenda.

I. Review/Discussion – 2020 Projected Revenues

Asst. City Administrator Dave Gray and Accounting Manager Stephanie Goff debriefed on this agenda item, explaining the line items in detail. Discussion followed between staff and the Council.

3. OTHER COUNCIL ISSUES

Councilmember Wise - Asked if the League of Women Voters event could be placed on the City of Edgewood's website calendar. Mayor Eidinger explained it could not, as it was not a city sponsored event.

4. ADJOURN

Mayor Eidinger adjourned the meeting at 8:58pm.

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, September 9, 2019 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. East

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 6:00 p.m.
 - A. **Commissioners Present:** Guillory; Overfield; Zinn (6:08); Wagner; Ramirez; Pincas; Slate
 - B. **Commissioners Absent:** None
 - C. **Staff Member(s) Present:** Darren Groth, Community Development Director
Evan Hietpas, Planning Technician
 - D. **Others Present:** Councilmember Tonym
2. **CONSENT AGENDA:** Pincas moved to APPROVE as presented, Guillory seconded. Commission voted 6-0 to approve the Consent Agenda. (Zinn arrived at 6:08)
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:** None
5. **NEW BUSINESS:**
 - A. **Action Items:** None
 - B. **Discussion Item(s):**
 - i. Sign Code Text Revision
 - a. Groth opened the discussion.
 - b. Overfield moved to schedule a Public Hearing for October 14th.
 - ii. Interim Zoning- RFP
 - a. Groth opened the discussion.
 - b. Discussion ensued.
 - iii. Historic Reports and Studies
 - a. Groth opened the discussion.
 - b. Discussion ensued.
 - iv. Future Agendas List
 - a. Hietpas introduced the two revised versions of the Future Agendas List document to Commissioners and asked for feedback.
 - b. Conclusion was to move forward with “Version 2” of the F.A.L. document. Hietpas will send out F.A.L. document every month to Commissioners.
 - v. Work Plan
 - a. Groth asked for any questions, comments, or concerns in regards to current work plan items. No further discussion occurred.
6. **STAFF COMMENTS:** Groth announced that the City has posted a job opening for an Associate/ Senior Planner to serve in a project management role.
7. **COMMISSIONER UPDATES:** None
8. **ADJOURN:** Chair Overfield adjourned the meeting at 6:56 p.m.



CITY OF EDGEWOOD

PARKS AND RECREATION ADVISORY BOARD MINUTES

Thursday, September 5, 2019 – 6pm ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Vice Chair Southard called the meeting to order at 6:01pm

2. ROLL CALL

Present: Brian Levenhagen (Late), Diane Kerlin, Bill Hilton, Caitlyn Remington, Jeff Southard, Anne Percival (Late)

Absent: Linda Howard (Excused)

City Staff: Public Works Director (PWD) Jeremy Metzler

3. PUBLIC COMMENT

- **Andrew Wiesenfeld** discussed 36th & Meridian park design and funding, proposed the PRAB take action to contact Puyallup Rotary about sponsoring / funding playground equipment, cited Puyallup's Pioneer Park as an example, and suggested contacting Carissa Thompson.
- **Several local children and their parents** expressed excitement for new 36th & Meridian Park, seeking inclusion of a water / spray park feature.

4. STAFF UPDATES – PWD Metzler updated PRAB members on current Public Works staffing and plans for hiring in the upcoming year.

5. APPROVAL OF MEETING MINUTES

C. Remington **MOVED**, seconded by A. Percival to approve the August 1, 2019 Minutes.

APPROVED.

6. OLD BUSINESS

- **36th & Meridian Update (60% Plan Review):**

PWD Metzler updated PRAB members on design status and schedule, reviewed 60% design plans and probable construction cost estimate provided by Berger, further discussion regarding cost estimate and possible fund raising options.

Action Items:

- | |
|---|
| <ul style="list-style-type: none">○ Staff to email links to PRAB members with 60% design materials for review/comment.○ PRAB Members to provide comments and restroom configuration recommendation no later than September 27, 2019. |
|---|

- **Movie Nights – PRAB Participation / Sign-up:**

PRAB members discussed upcoming September 13 event, confirmed C. Remington available.

PRAB members affirmed the following list:

- September 13 (Christopher Robin) – C. Remington
- October 11 (The Nightmare Before Christmas) – *Councilmembers Tomy and Wise*
- November 8 (Ralph Wrecks the Internet) – A. Percival
- December 13 (The Grinch (2018)) – B. Levenhagen
- January 10 (Detective Pikachu) – B. Hilton
- February 21 (My Little Pony: The Movie) – **TBD**
- March 13 (Lego Movie 2) – **TBD**
- April 10 (How to Train Your Dragon 3) – **TBD**

- May 15 & June 12 – **CANCELLED**
- **Nelson Nature Park Bridge – Status Update:**
PWD Metzler to follow-up with Eagle Scout candidate regarding status and schedule, then update C. Remington.
- **Tree Lighting Date / Prep:**
PWD Metzler confirmed that following some offline coordination, the event date will stay on the Friday following Thanksgiving, and affirmed that staff will support as much as possible with setup activity on the Wednesday before the event. General consensus to defer any more detailed conversation until L. Howard is available and present.

7. **NEW BUSINESS**

- **PRAB Membership – Positions 1 through 3:**
B. Levenhagen and B. Hilton are both willing, able, and prepared to serve new terms. After much consideration, D. Kerlin will be stepping down at the end of the current term.
Action Item:

○ Staff to post open PRAB position to solicit new applicants ASAP.
--
- **Parks Level of Service: DEFERRING TO FUTURE MEETING**
- **Annual Tri-Jurisdictional Meeting:**
B. Levenhagen coordinating with other agencies on meeting date, several dates in early November were suggested, date to be reported back at next meeting.

8. **BOARD MEMBER COMMENTS**

- **D. Kerlin:** On behalf of “Friends of the Parks”, shard Thank You note from Cherylin Evenson regarding the Community Garden.
- **All other members:** Thank you to D. Kerlin for her years of service on the PRAB.

9. **ADJOURN** – 7:29pm



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Claims and Payroll for October 2019	Agenda Bill No.:	AB19-039
	For Agenda of:	October 8, 2019
	Prepared by:	Stephanie Goff
ATTACHMENTS (list): ☒ Claims Register ☒ Voucher Directory		
Approval of Materials:		
Mayor, Daryl Eidinger	☐	Expenditure Required: \$288,318.93
Asst. City Administrator, Dave Gray	☒	Amount Budgeted: \$0
Interim City Attorney, Ann Marie J. Soto	☐	Timeline: N/A
City Clerk/HR Director, Rachel Pitzel	☐	
Community & Economic Development Director, Darren Groth	☐	
Public Works, Jeremy Metzler	☐	
Police Chief, Micah Lundborg	☐	
Fiscal Note/Consideration: N/A		
SUMMARY STATEMENT: Approving October 2019 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Dept. of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of \$128,450.70; and Vendor Check Numbers 24017 through 24039 with EFT and Direct Pay Payments in the amount of \$159,868.23. Total distributions submitted for review & authorization in the amount of \$288,318.93.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to adopt the Claims and Payroll Expenditures as presented under the Consent Agenda.		
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to future study session for further discussion.		

October 8th 2019 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10609 Last Number Issued Previous Authorization			
<u>AWC EFT 9/30/19</u>	AWC Employee Benefit Trust	9/30/2019	\$36,543.15
<u>DCP EFT 9/30/19</u>	Deferred Compensation Program	9/30/2019	\$10,428.22
<u>Direct Deposit Run -</u>	Payroll Vendor	9/30/2019	\$57,546.55
<u>DRS EFT 9/30/19</u>	Dept of Retirement Systems	9/30/2019	\$14,766.95
<u>DSHS-DCS EFT 9/30/19</u>	WA State Support Registry	9/30/2019	\$275.00
<u>IRS 941 EFT 9/30/19</u>	IRS 941	9/30/2019	\$8,890.83
Total			\$128,450.70

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
24016 Last Number Issued Previous Authorization			
<u>24017</u>	A & R Services dba Angela Rojo	10/8/2019	\$835.00
<u>24018</u>	AHBL	10/8/2019	\$7,160.48
<u>24019</u>	Arctic Glacier USA, Inc.	10/8/2019	\$69.79
<u>24020</u>	Cintas Corporation	10/8/2019	\$599.28
<u>24021</u>	City of Sumner	10/8/2019	\$1,170.00
<u>24022</u>	DLT Solutions LLC	10/8/2019	\$1,303.27
<u>24023</u>	East Pierce Fire & Rescue	10/8/2019	\$3,688.07
<u>24024</u>	Form Source, Inc.	10/8/2019	\$60.88
<u>24025</u>	Gray & Osborne, Inc	10/8/2019	\$13,874.56
<u>24026</u>	Jennings Equipment, Inc.	10/8/2019	\$663.68
<u>24027</u>	Kyocera Document Solutions NW	10/8/2019	\$770.18
<u>24028</u>	Lakehaven Water & Sewer District	10/8/2019	\$27.68
<u>24029</u>	M5 Strategy	10/8/2019	\$2,000.00
<u>24030</u>	Mimecast North America Inc.	10/8/2019	\$1,327.62
<u>24031</u>	Orkin	10/8/2019	\$1,886.40
<u>24032</u>	Philips Publishing Group	10/8/2019	\$4,833.78
<u>24033</u>	Pierce County Budget & Finance Jail	10/8/2019	\$2,836.17
<u>24034</u>	Pierce County Budget & Finance PW	10/8/2019	\$89,227.17
<u>24035</u>	Puget Sound Regional Council	10/8/2019	\$3,870.00
<u>24036</u>	The Fab Shop, LLC	10/8/2019	\$15,534.69
<u>24037</u>	Utilities Underground Location Center	10/8/2019	\$170.28
<u>24038</u>	WA State Treasurer	10/8/2019	\$1,360.00
<u>24039</u>	Washington Tractor	10/8/2019	\$276.94
<u>Direct Pay Payment</u>	Amazon Capital Services	10/8/2019	\$488.42
<u>Direct Pay Payment</u>	Monarch Landscape Holdings	10/8/2019	\$826.75
<u>Direct Pay Payment</u>	Public Finance Inc.	10/8/2019	\$1,074.85
<u>Direct Pay Payment</u>	Summit Law Group	10/8/2019	\$220.50
<u>EFT Payment 10/4/2019</u>	Century Link	10/8/2019	\$257.88
<u>EFT Payment 10/4/2019</u>	Comcast	10/8/2019	\$293.53
<u>EFT Payment 10/4/2019</u>	Comcast Business	10/8/2019	\$1,050.20
<u>EFT Payment 10/4/2019</u>	McLendon Hardware-Blue Tarp Credit Services	10/8/2019	\$146.78
<u>EFT Payment 10/4/2019</u>	O'Reilly Auto Parts	10/8/2019	\$16.12
<u>EFT Payment 10/4/2019</u>	Puget Sound Energy	10/8/2019	\$300.60
<u>EFT Payment 10/4/2019</u>	Smarsh, Inc.	10/8/2019	\$392.55
<u>EFT Payment 10/4/2019</u>	Verizon Wireless	10/8/2019	\$885.96
<u>EFT Payment 10/4/2019</u>	Wells Fargo Vendor Fin Serv	10/8/2019	\$368.17

Total Claims Voucher Distribution	\$159,868.23
--	---------------------

Total Distribution Submitted for Review & Authorization	\$288,318.93
--	---------------------

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$288,318.93
---	---------------------

Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

Fiscal : 2019 - October
Council Date : 2019 - October - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	24017		2019 - October - 1st Council Meeting		
		482			
			October Services		
			001-018-000-518-30-41-01	Professional Services	\$835.00
				Monthly Janitorial Svs. for October	
		Total 482			\$835.00
	Total 24017				\$835.00
Total A & R Services dba Angela Rojo					\$835.00
AHBL					
	24018		2019 - October - 1st Council Meeting		
		114708			
			6/26-7/25 On-Call Svcvs		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$677.50
				6/26-7/25 On-Call Svcvs	
		Total 114708			\$677.50
		115344			
			7/26-8/25 Satwat 19-1046		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$875.00
				7/26-8/25 Satwat 19-1046	
		Total 115344			\$875.00
		115345			
			7/26-8/25 VP Self Storage 18-1280		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$275.00
				7/26-8/25 VP Self Storage 18-1280	
		Total 115345			\$275.00
		115346			
			7/26-8/25 McCutcheson RUP 19-1134		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$165.00
				7/26-8/25 McCutcheson RUP 19-1134	
		Total 115346			\$165.00
		115458			
			7/26-8/25 On-Call Svcvs		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$5,167.98

Vendor	Number	Reference	Account Number	Description	Amount
				7/26-8/25 On-Call Svcvs	
		Total 115458			\$5,167.98
	Total 24018				\$7,160.48
Total AHBL					\$7,160.48
Amazon Capital Services					
	Direct Pay Payment 10/4/2019 8:48:44 AM - 1	2019 - October - 1st Council Meeting			
	11XN-DV7T-4XX1				
		September Purchases			
		001-019-000-525-60-31-01		Emergency Preparedness-Supplies	\$440.67
				Kit Supplies- toothbrushes/paste, gloves, batteries, blankets, NOAA radios, masks	
	Total 11XN-DV7T-4XX1				\$440.67
	19TG-9LGT-VNCJ				
		September Purchases			
		001-018-000-518-20-31-01		Office & Operational Supplies	\$47.75
				Cups, Storage Box	
	Total 19TG-9LGT-VNCJ				\$47.75
	Total Direct Pay Payment 10/4/2019 8:48:44 AM - 1				\$488.42
Total Amazon Capital Services					\$488.42
Arctic Glacier USA, Inc.					
24019		2019 - October - 1st Council Meeting			
	3100926101				
		Sept Purchases-Acct 70401427			
		001-076-000-576-80-32-01		Fuel	\$69.79
				Propane for Machines	
	Total 3100926101				\$69.79
	Total 24019				\$69.79
Total Arctic Glacier USA, Inc.					\$69.79
Century Link					
	EFT Payment 10/4/2019 8:48:15 AM - 1	2019 - October - 1st Council Meeting			
	253-927-2018 680B 9/25-10/25/19				
		9/25-10/25/19 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$128.45
				Elevator and Fire Alarm Line	
	Total 253-927-2018 680B 9/25-10/25/19				\$128.45
	253-952-3537 889B 9/22-10/22/19				
		9/22-10/22/19 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$129.43

Vendor	Number	Reference	Account Number	Description	Amount
				Fax Line	
			Total 253-952-3537 889B 9/22-10/22/19		\$129.43
			Total EFT Payment 10/4/2019 8:48:15 AM - 1		\$257.88
Total Century Link					\$257.88
Cintas Corporation					
	24020		2019 - October - 1st Council Meeting		
		4029667516			
			September Services		
			001-018-000-518-30-41-01	Professional Services	\$249.92
			Uniforms		
		Total 4029667516			\$249.92
		4030072556			
			September Services		
			001-018-000-518-30-41-01	Professional Services	\$122.19
			Uniforms		
		Total 4030072556			\$122.19
		4030549957			
			September Services		
			001-018-000-518-30-41-01	Professional Services	\$122.19
			Uniforms		
		Total 4030549957			\$122.19
		4031077651			
			September Services		
			001-018-000-518-30-41-01	Professional Services	\$232.70
			Uniforms		
		Total 4031077651			\$232.70
		9063630844			
			September Credit		
			001-018-000-518-30-41-01	Professional Services	(\$127.72)
			Uniforms		
		Total 9063630844			(\$127.72)
	Total 24020				\$599.28
Total Cintas Corporation					\$599.28

Vendor	Number	Reference	Account Number	Description	Amount
City of Sumner					
	24021			2019 - October - 1st Council Meeting	
		093019-COS			
			3rd Qtr 2019 Animal Licenses		
			650-000-000-589-10-00-05	Animal Licenses	\$1,170.00
				3rd Qtr 2019 Animal Licenses	
		Total 093019-COS			\$1,170.00
	Total 24021				\$1,170.00
Total City of Sumner					\$1,170.00
Comcast					
	EFT Payment 10/4/2019 8:48:15 AM - 2			2019 - October - 1st Council Meeting	
		8498 35 021 0458551 9/25-10/24/19			
			9/25-10/24/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$293.53
				City Hall Internet	
		Total 8498 35 021 0458551 9/25-10/24/19			\$293.53
	Total EFT Payment 10/4/2019 8:48:15 AM - 2				\$293.53
Total Comcast					\$293.53
Comcast Business					
	EFT Payment 10/4/2019 8:48:15 AM - 3			2019 - October - 1st Council Meeting	
		88278748			
			8/15-9/14/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$1,050.20
				City Hall Phones	
		Total 88278748			\$1,050.20
	Total EFT Payment 10/4/2019 8:48:15 AM - 3				\$1,050.20
Total Comcast Business					\$1,050.20
DLT Solutions LLC					
	24022			2019 - October - 1st Council Meeting	
		SI448683			
			September Purchases		
			001-018-000-518-85-49-03	Computer Subscriptions	\$1,303.27
				Rapid Recovery- server backup annual maint. fee	
		Total SI448683			\$1,303.27
	Total 24022				\$1,303.27
Total DLT Solutions LLC					\$1,303.27
East Pierce Fire & Rescue					
	24023			2019 - October - 1st Council Meeting	
		093019-EPFR			
			Q3-2019 Fire Plan Review Fees		
			650-000-000-589-10-00-06	Fire Plan Review	\$3,688.07

Vendor	Number	Reference	Account Number	Description	Amount
				Q3-2019 Fire Plan Review Fees	
		Total 093019-EPFR			\$3,688.07
	Total 24023				\$3,688.07
Total East Pierce Fire & Rescue					\$3,688.07
Form Source, Inc.					
	24024			2019 - October - 1st Council Meeting	
		855403			
			September Purchases		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$60.88
			T.Vea		
		Total 855403			\$60.88
	Total 24024				\$60.88
Total Form Source, Inc.					\$60.88
Gray & Osborne, Inc					
	24025			2019 - October - 1st Council Meeting	
		13-G&O Prj. 18626.01			
			56th St E SW Improvements		
			410-000-000-531-38-41-01	Professional Service	\$144.92
				56th St E SW Improvements	
		Total 13-G&O Prj. 18626.01			\$144.92
		2-G&O Prj. 18626.05			
			32nd St E & Meridian Intersection		
			340-000-000-595-10-63-01	Capital Improvements-Engineering	\$5,318.02
				32nd St E & Meridian Intersection	
		Total 2-G&O Prj. 18626.05			\$5,318.02
		3-G&O Prj. 18626.06			
			City Hall Lobby Remodel		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$2,357.09
				City Hall Lobby Remodel	
		Total 3-G&O Prj. 18626.06			\$2,357.09
		5-G&O Prj. 18626.04			
			Monta Vista Storm Drain Improvements		
			410-000-000-531-38-41-01	Professional Service	\$5,819.59
				Monta Vista Storm Drain Improvements	
		Total 5-G&O Prj. 18626.04			\$5,819.59
		6-G&O Prj. 18626.03			
			24th & Meridian Sidewalks		
			350-000-000-595-61-63-01	Pedestrian Projects	\$216.55
				24th & Meridian Sidewalks	
		Total 6-G&O Prj. 18626.03			\$216.55

Vendor	Number	Reference	Account Number	Description	Amount
		9-G&O Prj. 18626.02			
			Wetlands Delineation Topo Survey		
			410-000-000-531-38-41-01	Professional Service	\$18.39
				Wetlands Delineation Topo Survey	
		Total 9-G&O Prj. 18626.02			\$18.39
	Total 24025				\$13,874.56
Total Gray & Osborne, Inc					\$13,874.56
Jennings Equipment, Inc.					
24026				2019 - October - 1st Council Meeting	
	45988R				
		August Services			
		001-018-000-518-30-48-06		Maintenance/Repairs-Equipment	\$498.09
				Kubota Mower Repair	
	Total 45988R				\$498.09
	615				
		September Purchases			
		001-018-000-518-30-32-02		Supplies/Parts - Vehicles & Equipment	\$136.51
				Mower Blade	
	Total 615				\$136.51
	622				
		September Purchases			
		001-018-000-518-30-32-02		Supplies/Parts - Vehicles & Equipment	\$29.08
				Mower Cover	
	Total 622				\$29.08
	Total 24026				\$663.68
Total Jennings Equipment, Inc.					\$663.68
Kyocera Document Solutions NW					
24027				2019 - October - 1st Council Meeting	
	55T1063037				
		6/19-9/18/19 Services			
		001-018-000-518-30-45-06		Copier Lease	\$770.18
				Copy overage charges	
	Total 55T1063037				\$770.18
	Total 24027				\$770.18
Total Kyocera Document Solutions NW					\$770.18
Lakehaven Water & Sewer District					
24028				2019 - October - 1st Council Meeting	
	3575901 6/27-8/27/19				
		6/27-8/27/19 Services			
		001-018-000-518-30-47-04		Sewer Charges	\$27.68

Vendor	Number	Reference	Account Number	Description	Amount
			22 114th Ave E		
		Total 3575901 6/27-8/27/19			\$27.68
	Total 24028				\$27.68
Total Lakehaven Water & Sewer District					\$27.68
M5 Strategy					
	24029		2019 - October - 1st Council Meeting		
		0000236			
			September Services		
			001-058-000-558-70-41-02	Professional Services - Marketing Plan	\$2,000.00
				September Services	
		Total 0000236			\$2,000.00
	Total 24029				\$2,000.00
Total M5 Strategy					\$2,000.00
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 10/4/2019 8:48:15 AM - 4		2019 - October - 1st Council Meeting		
	G04644/3				
			September Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$10.60
				Edgemont Park- Supplies	
		Total G04644/3			\$10.60
		G16743/3			
			September Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$27.30
				Edgemont Park- Supplies	
		Total G16743/3			\$27.30
		G16782/3			
			September Purchases		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$136.83
				Downstairs Kitchen- Supplies	
		Total G16782/3			\$136.83
		G17274/3			
			September Credit		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	(\$38.20)
				Downstairs Kitchen- Supplies	
		Total G17274/3			(\$38.20)
		G17288/3			
			September Purchases		
			001-019-000-594-18-63-01	Gen'l Govt-Cap Exp-City Campus Improvements	\$10.25

Vendor	Number	Reference	Account Number	Description	Amount
				Downstairs Kitchen- Supplies	
		Total G17288/3			\$10.25
		Total EFT Payment 10/4/2019 8:48:15 AM - 4			\$146.78
Total McLendon Hardware-Blue Tarp Credit Services					\$146.78
Mimecast North America Inc.					
	24030			2019 - October - 1st Council Meeting	
		INVUS704727			
			PO ESTUS236146		
			001-018-000-518-85-49-03	Computer Subscriptions	\$1,327.62
				LADM, Internal Email Protect	
		Total INVUS704727			\$1,327.62
	Total 24030				\$1,327.62
Total Mimecast North America Inc.					\$1,327.62
Monarch Landscape Holdings					
	Direct Pay Payment 10/4/2019 8:48:44 AM - 2			2019 - October - 1st Council Meeting	
		CD50043028			
			October Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$826.75
				October Services	
		Total CD50043028			\$826.75
	Total Direct Pay Payment 10/4/2019 8:48:44 AM - 2				\$826.75
Total Monarch Landscape Holdings					\$826.75
O'Reilly Auto Parts					
	EFT Payment 10/4/2019 8:48:15 AM - 5			2019 - October - 1st Council Meeting	
		3725-270936			
			September Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$16.12
				Fuel, Motor Oil	
		Total 3725-270936			\$16.12
	Total EFT Payment 10/4/2019 8:48:15 AM - 5				\$16.12
Total O'Reilly Auto Parts					\$16.12

Vendor	Number	Reference	Account Number	Description	Amount
Orkin	24031			2019 - October - 1st Council Meeting	
		188123440		Annual Service-Acct 31501490	
			001-018-000-518-30-41-01	Professional Services	\$1,886.40
				Annual Service Sept. 2019-Aug. 2020	
		Total 188123440			\$1,886.40
	Total 24031				\$1,886.40
Total Orkin					\$1,886.40
Philips Publishing Group	24032			2019 - October - 1st Council Meeting	
		30636		Fall 2019 Magazine	
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$4,833.78
				Fall 2019 Magazine	
		Total 30636			\$4,833.78
	Total 24032				\$4,833.78
Total Philips Publishing Group					\$4,833.78
Pierce County Budget & Finance Jail	24033			2019 - October - 1st Council Meeting	
		CI-275311		August Services	
			001-021-000-523-60-41-01	Jail Services	\$2,836.17
				August Services	
		Total CI-275311			\$2,836.17
	Total 24033				\$2,836.17
Total Pierce County Budget & Finance Jail					\$2,836.17
Pierce County Budget & Finance PW	24034			2019 - October - 1st Council Meeting	
		CI-275270		August Services	
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$1,407.79
				August Services	
		Total CI-275270			\$1,407.79
		CI-275533		August Services	
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$52,994.52
			101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	\$1,529.32
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$5,793.10
			410-000-000-531-38-41-07	Storm Drainage-Polution Control	\$592.09
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$15,105.23

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$11,805.12
		Total CI-275533			\$87,819.38
	Total 24034				\$89,227.17
Total Pierce County Budget & Finance PW					\$89,227.17
Public Finance Inc.					
	Direct Pay Payment 10/4/2019 8:48:44 AM - 3	2019 - October - 1st Council Meeting			
	0002187				
		4th Qtr 2019 LID Services			
		411-000-000-535-10-41-01	Professional Services		\$1,074.85
			Q4-2019 LID Services		
	Total 0002187				\$1,074.85
	Total Direct Pay Payment 10/4/2019 8:48:44 AM - 3				\$1,074.85
Total Public Finance Inc.					\$1,074.85
Puget Sound Energy					
	EFT Payment 10/4/2019 8:48:15 AM - 6	2019 - October - 1st Council Meeting			
	220020874792 September 2019				
		September Statement			
		001-018-000-518-30-47-01	Electricity		\$13.26
			PW Storage Yard		
	Total 220020874792 September 2019				\$13.26
	90642484				
		Job# 101119579/Acct# 400002524074			
		340-000-000-595-63-63-01	Improvements-Street Lighting		\$287.34
			35th St LED Conversion		
	Total 90642484				\$287.34
	Total EFT Payment 10/4/2019 8:48:15 AM - 6				\$300.60
Total Puget Sound Energy					\$300.60
Puget Sound Regional Council					
24035		2019 - October - 1st Council Meeting			
	2020027				
		2020 Membership Dues			
		001-018-000-518-90-49-52	Puget Sound Regional Council		\$3,870.00
			2020 Membership Dues		
	Total 2020027				\$3,870.00
	Total 24035				\$3,870.00
Total Puget Sound Regional Council					\$3,870.00

Vendor	Number	Reference	Account Number	Description	Amount
Smarsh, Inc.					
	EFT Payment 10/4/2019 8:48:15 AM - 7		2019 - October - 1st Council Meeting		
		INV00549723			
			September Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$392.55
				September Services	
		Total INV00549723			\$392.55
	Total EFT Payment 10/4/2019 8:48:15 AM - 7				\$392.55
Total Smarsh, Inc.					\$392.55
Summit Law Group					
	Direct Pay Payment 10/4/2019 8:48:44 AM - 4		2019 - October - 1st Council Meeting		
		107448			
			August Services		
			001-019-000-515-41-41-01	Legal Services-External	\$220.50
				August Services	
		Total 107448			\$220.50
	Total Direct Pay Payment 10/4/2019 8:48:44 AM - 4				\$220.50
Total Summit Law Group					\$220.50
The Fab Shop, LLC					
	24036		2019 - October - 1st Council Meeting		
		31016			
			August Purchases		
			501-000-000-594-18-65-03	City Equipment	\$15,534.69
				Snow Plow	
		Total 31016			\$15,534.69
	Total 24036				\$15,534.69
Total The Fab Shop, LLC					\$15,534.69
Utilities Underground Location Center					
	24037		2019 - October - 1st Council Meeting		
		9090152			
			September Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$170.28
				Utility Locating Svcs. for September	
		Total 9090152			\$170.28
	Total 24037				\$170.28
Total Utilities Underground Location Center					\$170.28
Verizon Wireless					
	EFT Payment 10/4/2019 8:48:15 AM - 8		2019 - October - 1st Council Meeting		
		9838769057			
			8/24-9/23/19 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$885.96

Vendor	Number	Reference	Account Number	Description	Amount
			8/24-9/23/19 Services		
		Total 9838769057			\$885.96
		Total EFT Payment 10/4/2019 8:48:15 AM - 8			\$885.96
Total Verizon Wireless					\$885.96
WA State Treasurer					
	24038			2019 - October - 1st Council Meeting	
		093019-WST			
			3rd Qtr 2019 Building Fees		
			650-000-000-589-10-00-04	State Bldg Code Fee	\$1,360.00
				3rd Qtr 2019 Building Fees	
		Total 093019-WST			\$1,360.00
	Total 24038				\$1,360.00
Total WA State Treasurer					\$1,360.00
Washington Tractor					
	24039			2019 - October - 1st Council Meeting	
		1940555			
			September Services		
			001-018-000-518-30-48-06	Maintenance/Repairs-Equipment	\$276.94
				DR Mower Repair	
		Total 1940555			\$276.94
	Total 24039				\$276.94
Total Washington Tractor					\$276.94
Wells Fargo Vendor Fin Serv					
		EFT Payment 10/4/2019 8:48:15 AM - 9		2019 - October - 1st Council Meeting	
		5007305732			
			October Lease		
			001-018-000-518-30-45-06	Copier Lease	\$368.17
				Kyocera Copier Lease	
		Total 5007305732			\$368.17
	Total EFT Payment 10/4/2019 8:48:15 AM - 9				\$368.17
Total Wells Fargo Vendor Fin Serv					\$368.17
Grand Total		Vendor Count	36		\$159,868.23

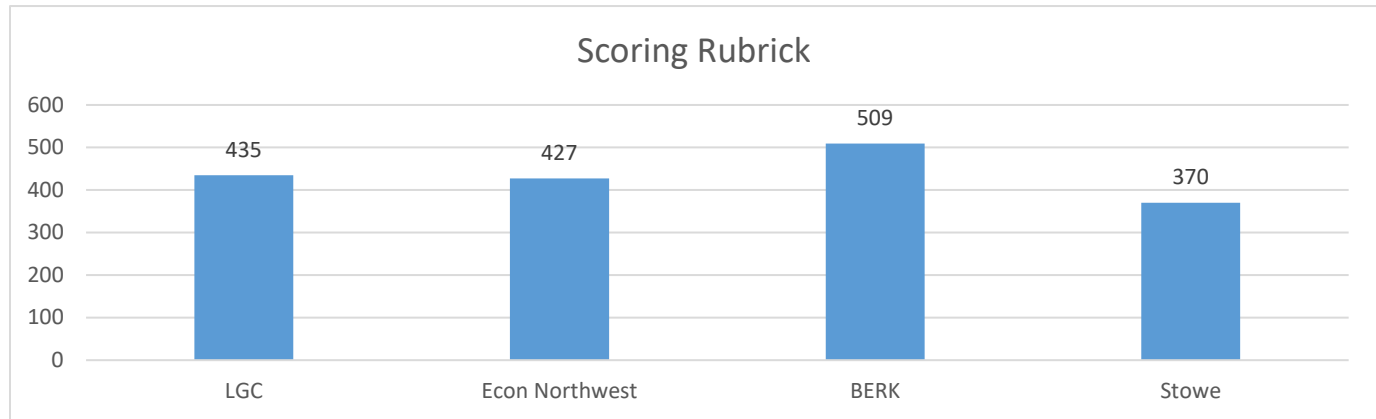


City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Planning and Zoning Study		Agenda Item #:	AB19-0474
		For Agenda of:	October 8, 2019
		Prepared by:	Darren Groth
ATTACHMENTS (list): ☒ Resolution No. 19-0474 ☒ Berk RFP Submittal			
Approval of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	\$0
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	\$0
Interim City Attorney, Ann Marie J. Soto	☐	Timeline: Study Session — 10/1 Council Action – 10/8	
City Clerk/HR Director, Rachel Pitzel	☒		
Community & Economic 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. On July 30, 2019, City Council directed staff to prepare a request for proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts, which will include a review of uses, appropriateness of commercial integration with residential project, where a [minimum] 3/1 development would be feasible in Edgewood, and if any additional modifications to the EMC are necessary. Since this RFP is being presented on August 20, 2019 to City Council for their additional direction, the subsequent study will likely commence in early September.			

On August 20, 2019, City Council reviewed the request for proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts and recommended staff bring forward a motion to approve publication at the next regular council meeting, which was approved for publication on August 27, 2019.

The RFP resulted in four proposals that were received and score by City staff based on the scoring criteria identified in the RFP. The results of the staff's scoring is illustrated below. Out of 600 possible points, the submittal by Berk Consulting, Inc. was scored as the clear top candidate.



RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-0474, authorizing the Mayor to execute a contract with Berk Consulting, Inc.

ALTERNATIVES TO RECOMMENDED ACTION:

- 1) Move to adopt
- 2) Forward to Study Session for further review

RESOLUTION NO. 19-0452

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES CONTRACT FOR A PLANNING/ECONOMIC DEVELOPMENT STUDY WITH BERK CONSULTING, INC.

WHEREAS, on April 9, 2019, City Council adopted an Emergency Interim Zoning Ordinance No. 19-0547, 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; and

WHEREAS, on July 23, 2019, the 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; and

WHEREAS, on July 30, 2019 the City Council directed staff to prepare a request for proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts, which will include a review of uses, appropriateness of commercial integration with residential project, where a [minimum] 3/1 development would be feasible in Edgewood, and if any additional modifications to the EMC are necessary; and

WHEREAS, on August 20, 2019 City Council reviewed the request for proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts and recommended staff bring forward for a motion to approve publication at the next regular council meeting, which was approved for publication on August 27, 2019;

WHEREAS, on September 20, 2019 City staff reviewed and scored the four proposals that were received, it was determined out of the 600 points possible; the submittal by Berk Consulting, Inc. was scored as the clear top candidate;

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

Section 1. The Mayor is hereby authorized to execute a Personal Services Contract, attached hereto and incorporated herein with Berk Consulting, Inc.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 8TH DAY OF OCTOBER, 2019.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

CONSULTANT AGREEMENT BETWEEN

CITY OF EDGEWOOD

2224 104th Avenue East
Edgewood, WA 98372

BERK CONSULTING, INC.

2200 Sixth Avenue, Suite 1000
Seattle WA 98121

Agreement Summary

PROJECT: PLANNING/ECONOMIC DEVELOPMENT STUDY FOR TC AND MUR

This agreement is made between the City of Edgewood ("CITY") and BERK CONSULTING, INC. ("BERK"). BERK will provide professional consulting services for the CITY. The scope of work and project are described in the Scope of Work attached hereto as Exhibit A (the "SOW").

Performance

Services provided under this agreement will be performed by BERK from October 2019 through March 2020, unless modified by a written agreement of the parties.

Compensation and Payment

The CITY shall pay BERK on a time and materials basis, not to exceed \$49,280 in accordance with the Budget set forth below. BERK will invoice the CITY on a monthly basis. Invoices will include the hourly rate(s) for services performed, the hours worked, additional expenses and costs incurred, and the date concluded. CITY shall pay the invoice within thirty (30) days of receipt.

Budget and Timeline

BERK will invoice CITY on a time and materials basis, with a total not to exceed \$49,280, which includes travel and other reasonable expenses and costs. Our estimated time and cost per deliverable is shown in the SOW. The actual time and cost may vary from this estimate depending on factors outside of our control, however, the total spent will not exceed the maximum stated above without CITY's prior written consent, or unless the actual amounts of third-party expenses and costs incurred by us substantially exceed our estimates, in our sole discretion.

The timeline for this project is approximately five (5) months, with a final project schedule to be determined collaboratively between the CITY and the BERK project team. It may be determined that the quality of the project may best be supported with a staged deliverable schedule, with some project components completed within a two-month timeframe and others completed shortly thereafter. Adherence to the project schedule, as shown in the September 18, 2019 proposal submitted by BERK to the CITY, will depend upon timely availability of data, feedback on draft deliverables, and other material from the CITY project team.

Changes

BERK will accommodate CITY's material changes to, or requests for work outside of, the SOW attached hereto as Exhibit A, *provided that* such material changes or requests, and the compensation payable to BERK therefor, are agreed to in writing pursuant to the Amendment in substantially the form attached to this Agreement Summary as Exhibit C.

Terms and Conditions

This agreement incorporates by reference the SOW attached hereto as Exhibit A, the Standard Terms and Conditions attached hereto as Exhibit B (together, and with all exhibits, attachments and schedules hereto, the "Agreement"). The Agreement constitutes a binding contract between CITY and BERK.

Acceptance

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature below (the "*Effective Date*"), and each signatory represents that it has the full authority to accept this Agreement, and to bind her/his respective party to all of the terms and conditions herein.

CITY OF EDGEWOOD

By: _____

Title: _____

Date: _____

BERK CONSULTING, INC.

By: _____

Title: _____

Date: _____

EXHIBIT A

Scope of Work & Budget

The work of this project will be conducted over five tasks.

Task 1: Project Kick-off

At the initiation of the project, BERK will coordinate a kick-off meeting with CITY to discuss the project plan and schedule. This meeting will include:

1. Discussing overall expectations for the project, including perspectives on needs for adjustment to CITY's land use regulations;
2. Finalizing the project workplan, schedule, and communications protocols;
3. Reviewing project data needs, including possible interview subjects; and
4. Confirming the content and format of deliverables.

BERK will schedule regular phone meetings with CITY at this meeting to provide updates about the progress of the project. BERK will coordinate with the CITY to compile the required data needed to support the assessment, including electronic copies of all previous reports.

Task 2: Review of Existing Studies

For the initial step of the assessment, BERK will take a fresh and objective look at past work, evaluating and summarizing previous studies involving the Meridian Ave corridor, city-wide economic development in Edgewood, local development activity, and other related subjects. From a critical review and meta-analysis of these sources, BERK will demonstrate how earlier reports have aligned on major topics related to retail demand and commercial development that are relevant for this study. These findings will highlight important elements of the local development vision, indicate key findings from previous studies that should be critically evaluated as part of this work, and show how these findings have changed over time.

1. BERK's review will be focused on the following questions across the available sources:
2. Have employment and development projections for Edgewood been consistent over time? How do they compare with historical and current trends with employment and development?
3. What types of commercial space will likely be in demand in Edgewood?
4. What are the typical spending patterns of Edgewood residents and customers of local businesses? What is the impact on local retail demand?
5. What obstacles to new commercial development have been previously identified? What has been their likely impact in the Edgewood market?
6. What recommendations were made to address identified issues overall? How were these recommendations implemented? Were they successful?

Compiled summaries of these findings will be provided by topic and integrated into the final report. The focus of these outputs will be on issues strongly related to new commercial and mixed-use development in the city.

Task 3: Research on Barriers to Development Potential

Drawing from the review and analysis of existing studies in Task 2, BERK will develop an assessment of the commercial development potential available in Edgewood, as well as barriers to development of these areas for commercial and mixed uses.

This task will incorporate:

1. A review of the development vision from the City's Comprehensive Plan and other policy documents;
2. A description of major barriers identified as part of previous reports and studies, as well as previous actions taken by the CITY to address these barriers;
3. Interviews with 4–6 representatives of the development community (both local and regional) to identify and discuss current barriers to commercial and mixed-use development in Edgewood;
4. An assessment of local spending patterns by consumers in Edgewood, including the potential role of online shopping in reducing the demand for brick-and-mortar development;
5. An updated regional economic market analysis reviewing current trends in commercial development, local indicators of demand for commercial real estate, and projections of future demand for new space;
6. A review of regional commercial development capacity based on the most recent County Buildable Lands Report and supplemented with recent development data; and
7. An evaluation of the current Edgewood Municipal Code to identify potential land use regulations that may impact the feasibility of commercial and mixed-use development.

This assessment will check and update conclusions from previous studies by highlighting how earlier projections have aligned with current data trends, and confirming and reinforcing the conclusions from existing reports with updated information. The results will be integrated with the summaries of findings in Task 2 in the final report.

Task 4: Development of Recommendations

Based on the findings from Task 3 on potential barriers to commercial and mixed-use development, BERK will develop two distinct categories of recommendations for the final report: 1) targeted recommendations to encourage vertical mixed-use development in a specific geographic area; and 2) broader recommendations to the Comprehensive Plan and Municipal Code to reduce obstacles to commercial growth along the Meridian Ave corridor overall.

Targeted recommendations. To examine the prescriptive changes to the Municipal Code necessary to support vertical mixed-use, BERK will develop prototypical pro forma models to evaluate and describe the general feasibility of retail-residential development in Edgewood. For this exercise, BERK will select 3–4 general locations based on the availability of developable land and ideal site and locational factors for mixed-use, and test different changes in regulations and incentives that would allow for the feasible development of these types of projects. BERK will use the model's outputs to develop recommendations for specific changes to development and land use regulations that apply to these areas to encourage new commercial development for CITY.

Broader recommendations. BERK will also work to develop broader recommendations for changes to facilitate commercial and mixed-use development and remove obstacles to new projects overall along the Meridian Ave corridor. These adjustments are intended to address the issues identified from previous studies in Task 2, as well as those described by the stakeholder interviews and other

elements of the analysis conducted in Task 3. BERK will review the current Municipal Code and Comprehensive Plan to determine potential changes to address commercial space needs in Edgewood, with consideration of efforts indicated in previous studies.

A rationale and an implementation strategy for the recommendations will be incorporated as part of the final report. This will include a clear narrative that describes the reasoning for the changes, their intended effects, potential considerations during implementation, and a general timeline for actions.

Task 5: Project Report and Close-Out

For the final task in this project, BERK will develop a concise and readable report to summarize BERK's research and findings for busy policymakers. This will include:

1. A review of the objectives and intended outcomes of the study;
2. An overview of the current context in the City of Edgewood, including the status of the emergency zoning ordinance and recent development activity;
3. A compilation of findings from previous studies, categorized by topic area;
4. Summaries of the interviews conducted with local and regional developers;
5. An economic market analysis highlighting current trends and commercial real estate demand;
6. An evaluation of current barriers to commercial development in the city; and
7. The methodology and results of the pro forma analysis of mixed-use development feasibility
8. Recommended actions, including both targeted and general recommendations, and a proposed timeline.

This report will be submitted for review to the CITY. Feedback received from this review will be incorporated in a round of edits to address any outstanding questions and additional information provided. At the project close-out, BERK will coordinate with CITY to review the project as delivered, confirm the receipt of all project deliverables, and provide project data and materials for ongoing use.

EXHIBIT B

BERK CONSULTING, INC.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS. As used herein and throughout this Agreement:

1.1. *Agreement* means the entire content of these Standard Terms and Conditions, the Agreement Summary to which these Standard Terms and Conditions are attached (the “Agreement Summary”) and the SOW, together with any exhibits, schedules or attachments hereto.

1.2. *CITY Content* means all materials, information, photography, writings, data and other content provided by CITY for use in the preparation of and/or incorporation in the Deliverables.

1.3. *Copyrights* means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4. *Deliverables* means the services and content to be delivered by BERK to CITY as specified in the SOW and attached to the Agreement Summary as Exhibit A.

1.5. *BERK Fees* means all fees, costs and expenses payable to BERK by CITY in the amounts and according to the payment schedule set forth in the SOW, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule set forth in the SOW.

1.6. *BERK Tools* means all tools developed and/or utilized by BERK in performing the Services, including without limitation pre-existing and newly developed software including source code, excel files, word documents, cartography, InDesign schematics, database designs, models in any medium, and

application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, models, concepts, ideas, navigational and functional elements (collectively, “Works”).

1.7. *Final Work* means all content developed or created by BERK, or commissioned by BERK, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all Works, modifications to CITY Content, and BERK’s selection, arrangement and coordination of such elements together with CITY Content and/or Third Party Materials.

1.8. *Final Deliverables* means the final versions of Deliverables provided by BERK and accepted by CITY.

1.9. *Preliminary Works* means all works including, but not limited to, Works developed by BERK and which may or may not be shown and or delivered to CITY for consideration but do not form part of the Final Work.

1.10. *Project* means the scope and purpose of the CITY’s identified usage of the services as described in the SOW.

1.11. *Services* means all services to be provided to CITY by BERK as described and otherwise further defined in the SOW.

1.12. *SOW* means the Scope of Work attached as Exhibit A to the Agreement Summary, as amended or modified in accordance with this Agreement.

1.13. *Third Party Materials* means proprietary third party materials which are

incorporated into the Final Deliverables, including without limitation stock photography, illustrations, data, fonts or models.

1.14. *Trademarks* means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables.

2. APPLICATION OF TERMS. Unless otherwise agreed in writing, these Terms and Conditions will apply to all work performed for CITY by BERK, whether pursuant to the SOW or not.

3. FEES, EXPENSES, COSTS; INVOICES.

3.1. *Fees.* In consideration of the Services to be performed by BERK, CITY shall pay to BERK the BERK Fees in the amounts and according to the payment schedule set forth in the SOW.

3.2. *Additional Expenses and Costs.* Unless otherwise specified in the SOW, the Project pricing includes the BERK Fees and any and all additional costs and expenses incurred by BERK in connection with this Agreement, including, without limitation (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, Third Party Materials, printing or typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus, if applicable, a mileage reimbursement at the current federal reimbursable rate; and (b) travel expenses including transportation, meals, and lodging; *provided however*, that if any such costs and expenses substantially exceed BERK's reasonable estimates as part of the BERK Fees in BERK's sole discretion, CITY shall be responsible for all such costs and expenses, including fees for all services provided to the CITY by BERK that are outside the scope of the services as set forth in the SOW (collectively, the "Excess Costs"). Such Excess Costs, if any, will be billed to CITY separately and CITY shall pay BERK for any such Excess Costs in accordance with Section 3.3 below.

3.3. *Invoices.* All invoices are payable within thirty (30) days of receipt. A monthly service charge of 1.5% (or the greatest amount

allowed by state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. CITY shall be responsible for all collection or legal fees necessitated by lateness or default in payment. BERK reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding BERK Fees, Excess Costs (if any), and the costs of Changes (if any).

4. CHANGES.

4.1. *General Changes.* Unless otherwise provided in the SOW, and except as otherwise provided for herein, CITY shall pay additional charges for changes ("Changes") requested by CITY which are outside the scope of the Services on a time and materials basis, as set forth in an Amendment in substantially the form attached to the Agreement as Exhibit C (an "Amendment"). Such charges shall be in addition to the BERK Fees, despite any maximum budget, contract price or final price identified therein. BERK may extend or modify any delivery schedule or deadlines in the SOW and Deliverables as may be required by such Changes.

4.2. *Substantive Changes.* If CITY requests or instructs Changes that amount to a revision in or near excess of 15% of the time required to produce the Deliverables, and or the value or scope of the Services, BERK shall be entitled to submit an Amendment in the form attached to the Agreement as Exhibit C to CITY for written approval. Work shall not begin on the revised services until a fully signed Amendment and, if required, any additional retainer fees are received by BERK.

4.3. *Timing.* BERK will prioritize performance of the Services as may be necessary or as identified in the SOW, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the SOW. CITY agrees to review Deliverables

within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the CITY's concerns, objections or corrections to BERK. BERK shall be entitled to request written clarification of any concern, objection or correction. CITY acknowledges and agrees that BERK's ability to meet any and all schedules is entirely dependent upon CITY's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the SOW and that any delays in CITY's performance or Changes in the Services or Deliverables requested by CITY may delay delivery of the Deliverables. Any such delay caused by CITY shall not constitute a breach of any term, condition or BERK's obligations under this Agreement.

4.4. Quality Assurance and Acceptance. BERK will exercise commercially reasonable efforts to ensure the quality of the Deliverables requiring such quality assurance to the best of BERK's ability and knowledge, in BERK's sole discretion, and to make all necessary corrections prior to providing Deliverables to CITY. CITY, within five (5) business days of receipt of each Deliverable, shall notify BERK, in writing, of any failure of such Deliverable to comply with the specifications set forth in the SOW, or of any other objections, corrections, changes or amendments CITY wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and BERK will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from CITY, the Deliverable shall be deemed accepted.

5. INTELLECTUAL PROPERTY.

5.1. Rights to Deliverables other than Final Work.

- a. *CITY Content.* CITY Content, including all pre-existing Trademarks, shall remain the sole property of CITY or its respective

suppliers, and CITY or its suppliers shall be the sole owner of all rights in connection therewith. CITY hereby grants to BERK a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the CITY Content solely in connection with BERK's performance of the Services, preparation of the Deliverables and limited promotional uses of the Deliverables as authorized in this Agreement.

- b. *Third Party Materials.* All Third Party Materials are the exclusive property of their respective owners. BERK shall inform CITY of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Work. Under such circumstances BERK shall inform CITY of any need to license, at CITY's expense, and unless otherwise provided for by CITY, CITY shall obtain the license(s) necessary to permit CITY's use of the Third Party Materials consistent with the usage rights granted herein. In the event CITY fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, CITY hereby indemnifies, saves and holds harmless BERK from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of CITY's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Work.
- c. *Preliminary Works.* BERK retains all rights in and to all Preliminary Works. CITY shall return all Preliminary Works to BERK within thirty (30) days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of BERK.
- d. *Original Works.* BERK retains all right and title in and to any original Works comprising Final Work, including all rights

to display, license or sell such Works. CITY shall return all original works to BERK within thirty (30) days of completion of the Services.

- e. *Trademarks.* Upon completion of the Services, subject to Sections 5.1(c), 5.1(d) and 5.2, and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, BERK assigns to CITY all ownership rights, including any copyrights, in and to any artworks or designs comprising the Works created by BERK for use by CITY as a Trademark. BERK shall cooperate with CITY and shall execute any additional documents reasonably requested by CITY to evidence such assignment. CITY shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. CITY hereby indemnifies, saves and holds harmless BERK from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of CITY's use and/or failure to obtain rights to use or use of the Trademark.
- f. *BERK Tools.* All BERK Tools are and shall remain the exclusive property of BERK. CITY may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any BERK Tools comprising any software, works of authorship, models or technology of BERK.

5.2. Rights to Final Work. Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, BERK hereby assigns to CITY all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Final Work. For the avoidance of doubt,

CITY has no rights, or interest in or to the Final Work unless and until BERK receives full payment of all fees, costs and expenses due. BERK agrees to reasonably cooperate with CITY and shall execute any additional documents reasonably necessary to evidence such assignment.

- 6. CLIENT RESPONSIBILITIES.** CITY acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) coordination of any decision-making with parties other than BERK; (b) provision of CITY Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the SOW; and (c) final proofreading and in the event that CITY has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, CITY shall incur the cost of correcting such errors.
- 7. ACCREDITATION/PROMOTIONS.** All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in BERK's name in the form, size and location as incorporated by BERK in the Deliverables, or as otherwise directed by BERK. BERK retains the right to reproduce, publish and display the Deliverables in BERK's portfolios and websites, and in periodicals and other media or exhibits for the purposes of marketing, recognition of professional excellence or advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.
- 8. CONFIDENTIAL INFORMATION.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation CITY Content, Works, BERK Tools, Third Party Materials and Preliminary

Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the SOW and this Agreement, except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

9. RELATIONSHIP OF THE PARTIES.

9.1. Independent Contractor. BERK is an independent contractor, not an employee of CITY or any company affiliated with CITY. BERK shall provide the Services under the general direction of CITY, but BERK shall determine, in BERK's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. BERK and the work product or Deliverables prepared by BERK shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to CITY are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

9.2. No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. CITY is free to engage others to perform services of the same or similar nature to those provided by BERK, and BERK shall be entitled to offer and provide services to others, solicit other clients and otherwise advertise the services offered by BERK.

9.3. BERK Agents. BERK shall be permitted to engage and/or use third party service providers as independent contractors in connection with the Services ("Work Agents").

Notwithstanding the foregoing, BERK shall remain fully responsible for such Work Agents' compliance with the various terms and conditions of this Agreement vis a vis CITY, even though BERK's liability vis a vis any Work Agent may be limited by an agreement between BERK and such Work Agent.

9.4. No Solicitation. During the term of this Agreement, and for a period of twelve (12) months after expiration or termination of this Agreement, CITY agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any BERK, employee or Work Agent of BERK, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, CITY agrees that BERK shall be entitled to an agency commission to be the greater of, either (a) 25% of said person's starting salary with CITY, or (b) 25% of fees paid to said person in the first twelve (12) month period if engaged by CITY as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for CITY. BERK, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

10. WARRANTIES AND REPRESENTATIONS.

10.1. By CITY. CITY represents, warrants and covenants to BERK that (a) CITY owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the CITY Content, (b) to the best of CITY's knowledge, the CITY Content does not infringe the rights of any third party, and use of the CITY Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) CITY shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) CITY shall comply with all laws and regulations as they relate to the Services and

Deliverables.

10.2. By BERK. (a) BERK hereby represents, warrants and covenants to CITY that BERK will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services, (b) BERK further represents, warrants and covenants to CITY that (i) except for Third Party Materials and CITY Content, the Final Deliverables shall be the original work of BERK and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by BERK, BERK shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for BERK to grant the intellectual property rights provided in this Agreement, and (c) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, BERK MAKES NO WARRANTIES WHATSOEVER. BERK EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

11. INDEMNIFICATION/LIABILITY.

11.1. By CITY. CITY agrees to indemnify, save and hold harmless BERK from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of CITY's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances BERK shall promptly notify CITY in writing of any claim or suit; (a) CITY has sole control of the defense and all related settlement negotiations; and (b) BERK provides CITY with commercially reasonable assistance, information and authority necessary to perform CITY's obligations under this section. CITY will reimburse the reasonable out-of-pocket expenses incurred by BERK in providing such assistance.

11.2. By BERK. Subject to the terms, conditions, express representations and warranties provided in this Agreement, BERK agrees to indemnify, save and hold harmless CITY from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with BERK's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of CITY provided that (a) CITY promptly notifies BERK in writing of the claim; (b) BERK shall have sole control of the defense and all related settlement negotiations; and (c) CITY shall provide BERK with the assistance, information and authority necessary to perform BERK's obligations under this section. Notwithstanding the foregoing, BERK shall have no obligation to defend or otherwise indemnify CITY for any claim or adverse finding of fact arising out of or due to CITY Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by BERK.

11.3. Limitation of Liability. THE SERVICES AND THE WORK PRODUCT OF BERK ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF BERK, ITS DIRECTORS, OFFICERS, EMPLOYEES, WORK AGENTS AND AFFILIATES ("BERK PARTIES"), TO CITY FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CITY'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FULL AMOUNT OF THE BERK FEES. IN NO EVENT SHALL BERK BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY BERK, EVEN IF BERK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. TERM AND TERMINATION.

12.1. This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

12.2. This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

12.3. In the event of termination, BERK shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the BERK Fees due, or (c) hourly fees, if any are specified on the SOW, for work performed by BERK or BERK's agents as of the date of termination, whichever is greater; and CITY shall pay all Berk Fees and Excess Costs (if any), and the costs of Changes (if any) incurred through and up to, the date of cancellation.

12.4. In the event of termination by CITY and upon full payment of compensation as provided herein, BERK grants to CITY such right and title with respect to those Deliverables provided to, and accepted by CITY as of the date of termination, *provided, however*, that such Deliverables are indicated to CITY by BERK in writing.

12.5. Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

13. GENERAL.

13.1. Modification/Waiver. This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that BERK's invoices may include, and CITY shall pay, expenses or costs that CITY

authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

13.2. Notices. All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified in the Agreement Summary, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

13.3. No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

13.4. Force Majeure. BERK shall not be deemed in breach of this Agreement if BERK is unable to complete the Services or any portion thereof by reason of fire, earthquake, terrorism, labor dispute, act of God or public enemy, death, illness or incapacity of BERK or any local, state, federal, national or international law, governmental order or regulation or any other event beyond BERK's control (collectively, "*Force Majeure Event*"). Upon occurrence of any Force Majeure Event, BERK shall give notice to CITY of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

13.5. Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Washington without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out

of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in Pierce County, State of Washington. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. CITY acknowledges that BERK will have no adequate remedy at law in the event CITY uses the Deliverables in any way not permitted hereunder, and hereby agrees that BERK shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

13.6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

13.7. Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

13.8. Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings

and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Agreement Summary or the SOW and these Standard Terms and Conditions, the terms of the Agreement Summary or the SOW, as applicable, shall control. Supplemental, additional or complementary terms shall not be deemed to conflict for purposes of this Section 13.8. This Agreement comprises the Agreement Summary, the Standard Terms and Conditions, the SOW, and all attachments and exhibits thereto.

Agreement Summary or the SOW, as applicable, shall control. Supplemental, additional or complementary terms shall not be deemed to conflict for purposes of this Section 6.12.

EXHIBIT C

FORM OF AMENDMENT

PROJECT: Name/Number

Amendment Number:

Amendment Effective Date:

This Amendment (this "Amendment") is incorporated by reference into and made a part of the Consulting Services Agreement dated as of October 8, 2019 by and between the City of Edgewood ("CITY") and BERK Consulting, Inc. ("BERK") including the attachments, schedules and exhibits attached thereto (the "Agreement"). Capitalized terms used but not defined herein have the meanings assigned to them under the Agreement.

The parties to the Agreement agree to make the following additions or modifications to the SOW as follows:

[Describe changes]

Except as modified by this and any previously issued Amendment, all other terms and conditions of the Agreement remain in full force and effect. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be as effective as delivery of an original signed counterpart of this Amendment.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Amendment effective as of the Amendment Effective Date listed above, and each signatory represents that it has the full authority to accept this Amendment, and to bind her/his respective party to all of the terms and conditions herein.

CITY OF EDGEWOOD

By: _____

Title: _____

Date: _____

BERK CONSULTING, INC.

By: _____

Title: _____

Date: _____

City of Edgewood

TOWN CENTER AND MIXED USE RESIDENTIAL PLANNING, ZONING, AND ECONOMIC DEVELOPMENT STUDY

PROPOSAL



SEPTEMBER 18, 2019

BERK

STRATEGY ■ ANALYSIS ■ COMMUNICATIONS

10/08/2019 Regular Council Meeting
Page 55 of 92

September 18, 2019

Attn: Darren Groth, Community & Economic Development Director
City of Edgewood
SENT VIA EMAIL

RE: Edgewood TC and MUR Planning, Zoning, and Economic Development Study | PROPOSAL

Dear Darren and the Consultant Selection Panel:

BERK Consulting, Inc. (BERK) is pleased to submit our proposal and qualifications to support the City of Edgewood with a Planning, Zoning, and Economic Development Study. Our expertise in market analysis, economic development, and land use planning make us ideally suited to support the City with this project.

As requested in the RFP, we have included the following information:

Statement of Interest and Availability. The BERK team has had the opportunity to work with Edgewood in the past, and counts Pierce County, Puyallup, Tacoma, and Lakewood as current clients. We are passionate about helping communities create their best futures. This study will support the City Planning Commission and staff with decision making related to growth and economic development, particularly in the Town Center. We confirm that the staff included in this proposal are available to complete this scope of work by the project deadline.

Insurance Coverage. BERK carries professional liability coverage of up to \$2,000,000 per occurrence and up to \$4,000,000 in aggregate. We would be happy to provide additional insurance information if requested.

Project Manager Contact Information. Andrew Bjorn, Ph.D., AICP will serve as Project Manager for the duration of this project. He can be reached at andrew@berkconsulting.com or 206-324-8760. Andrew will serve as both the day-to-day point of contact and the primary analyst and planner.

We look forward to discussing this project with you in detail. In the interim, more information about our firm, approach, team, and client satisfaction can be found on our website: www.berkconsulting.com.

Sincerely,



Brian Murphy, Principal
BERK Consulting, Inc.



Andrew Bjorn, Ph.D., AICP, Project Manager
BERK Consulting, Inc.

PROJECT APPROACH & SCOPE CONSIDERATION

PROJECT UNDERSTANDING

The City of Edgewood is a community of 11,390 residents (as of April 2019) located in Pierce County, Washington. Incorporated in 1996, the City has increased significantly in size over the past two decades, with much of this growth occurring within the past few years. Since 2016, the City's population has increased by about 5.4% per year on average, with almost 1,800 new residents coming into the community over the past three years.

There are concerns in the community about the effects of this rapid growth, ranging from the impacts on infrastructure and roadways to the changes in the scale and extent of development found in the city. One main element of concern is with ongoing development to support retail and service businesses. Commercial development since 2016 has been limited in commercial and mixed-use districts with only a coffee shop (Starbucks), a fast food restaurant (Taco Time), and a self-storage facility. This lack of development is despite dramatic recent increases in taxable retail sales, which experienced an 11% increase from 2017 to 2018 and an 18% increase from Q1 2018 to Q1 2019.

This situation with commercial development is a concern for the City for different reasons:

- If multifamily development “crowds out” local commercial growth, this would reduce the retail and service offerings that could be offered in the community.
- Without new commercial growth, residents may continue to visit surrounding communities to meet basic needs. This is inconvenient for local residents, given the city population could be large enough to support local shopping options.
- If limited options mean that Edgewood residents will go elsewhere for shopping, the benefits of new local retail spending will be received elsewhere, such as with the increases in City revenue from local sales tax receipts.

Edgewood adopted an emergency zoning ordinance in April 2019 to temporarily pause development in the City's Town Center (TC), Commercial (C), Mixed Use Residential (MUR), and Business Park (BP) zones. During this hiatus, there was ongoing dialogue in the community about the vision for future growth and residential development in Edgewood. The ordinance was modified in July 2019 to limit the scope of this ordinance to the MUR zone on the east side of Meridian Ave and a portion of the TC zoning district located on the east side of Meridian Ave south of 22nd St E. This ordinance is set to expire in October.

To guide future action on the area currently covered under the ordinance, the City is working to review the viability of commercial uses in the area, the appropriateness of mixed-use projects to meet ongoing commercial needs, and the need for additional changes to address other obstacles to new commercial development. The final product of this process is envisioned to be a report highlighting current market conditions, the viability of local commercial development (standalone and as part of mixed-use development), and potential policy directions and Municipal Code changes to promote new local-serving commercial development.

There have been several studies examining the viability and expected amount of commercial development in Edgewood since incorporation. This previous work will be leveraged through this process both to provide a retrospective on previous policy guidance and to help identify obstacles to future commercial development in the city.

WORKPLAN

We envision that the work of this project will be conducted over five tasks.

Task 1: Project Kick-off

At the initiation of the project, we will coordinate a kick-off meeting with City of Edgewood staff to discuss the project plan and schedule. This meeting will include:

- Discussing overall expectations for the project, including perspectives on needs for adjustment to the City's land use regulations
- Finalizing the project workplan, schedule, and communications protocols
- Reviewing project data needs, including possible interview subjects
- Confirming the content and format of deliverables

We will schedule regular phone meetings with City staff at this meeting to provide updates about the progress of the project. We will coordinate with the City to compile the required data needed to support the assessment, including electronic copies of all previous reports.

Task 2: Review of Existing Studies

For the initial step of the assessment, we will take a fresh and objective look at past work, evaluating and summarizing previous studies involving the Meridian Ave corridor, city-wide economic development in Edgewood, local development activity, and other related subjects. From a critical review and meta-analysis of these sources, we will demonstrate how earlier reports have aligned on major topics related to retail demand and commercial development that are relevant for this study. These findings will highlight important elements of the local development vision, indicate key findings from previous studies that should be critically evaluated as part of this work, and show how these findings have changed over time.

Our review will be focused on the following questions across the available sources:

- Have employment and development projections for Edgewood been consistent over time? How do they compare with historical and current trends with employment and development?
- What types of commercial space will likely be in demand in Edgewood?
- What are the typical spending patterns of Edgewood residents and customers of local businesses? What is the impact on local retail demand?
- What obstacles to new commercial development have been previously identified? What has been their likely impact in the Edgewood market?
- What recommendations were made to address identified issues overall? How were these recommendations implemented? Were they successful?

Compiled summaries of these findings will be provided by topic and integrated into the final report. The focus of these outputs will be on issues strongly related to new commercial and mixed-use development in the city.

Task 3: Research on Barriers to Development Potential

Drawing from the review and analysis of existing studies in Task 2, we will develop an assessment of the commercial development potential available in Edgewood, as well as barriers to development of these areas for commercial and mixed uses.

This task will incorporate:

- A review of the development vision from the City's Comprehensive Plan and other policy documents
- A description of major barriers identified as part of previous reports and studies, as well as previous actions taken by the City to address these barriers

- Interviews with 4–6 representatives of the development community (both local and regional) to identify and discuss current barriers to commercial and mixed-use development in Edgewood
- An assessment of local spending patterns by consumers in Edgewood, including the potential role of online shopping in reducing the demand for brick-and-mortar development
- An updated regional economic market analysis reviewing current trends in commercial development, local indicators of demand for commercial real estate, and projections of future demand for new space
- A review of regional commercial development capacity based on the most recent County Buildable Lands Report and supplemented with recent development data
- An evaluation of the current Edgewood Municipal Code to identify potential land use regulations that may impact the feasibility of commercial and mixed-use development

This assessment will check and update conclusions from previous studies by highlighting how earlier projections have aligned with current data trends, and confirming and reinforcing the conclusions from existing reports with updated information. The results will be integrated with the summaries of findings in Task 2 in the final report.

Task 4: Development of Recommendations

Based on the findings from Task 3 on potential barriers to commercial and mixed-use development, we will develop two distinct categories of recommendations for the final report: 1) targeted recommendations to encourage vertical mixed-use development in a specific geographic area; and 2) broader recommendations to the Comprehensive Plan and Municipal Code to reduce obstacles to commercial growth along the Meridian Ave corridor overall.

- **Targeted recommendations.** To examine the prescriptive changes to the Municipal Code necessary to support vertical mixed-use, we will develop prototypical pro forma models to evaluate and describe the general feasibility of retail-residential development in Edgewood. For this exercise, we will select 3–4 general locations based on the availability of developable land and ideal site and locational factors for mixed-use, and test different changes in regulations and incentives that would allow for the feasible development of these types of projects. We will use the outputs of these models to develop recommendations for specific changes to development and land use regulations that apply to these areas to encourage new commercial development for the city.
- **Broader recommendations.** We will also work to develop broader recommendations for changes to facilitate commercial and mixed-use development and remove obstacles to

new projects overall along the Meridian Ave corridor. These adjustments are intended to address the issues identified from previous studies in Task 2, as well as those described by the stakeholder interviews and other elements of the analysis conducted in Task 3. We will review the current Municipal Code and Comprehensive Plan to determine potential changes to address commercial space needs in Edgewood, with consideration of efforts indicated in previous studies.

A rationale and an implementation strategy for the recommendations will be incorporated as part of the final report. This will include a clear narrative that describes the reasoning for the changes, their intended effects, potential considerations during implementation, and a general timeline for actions.

Task 5: Project Report and Close-Out

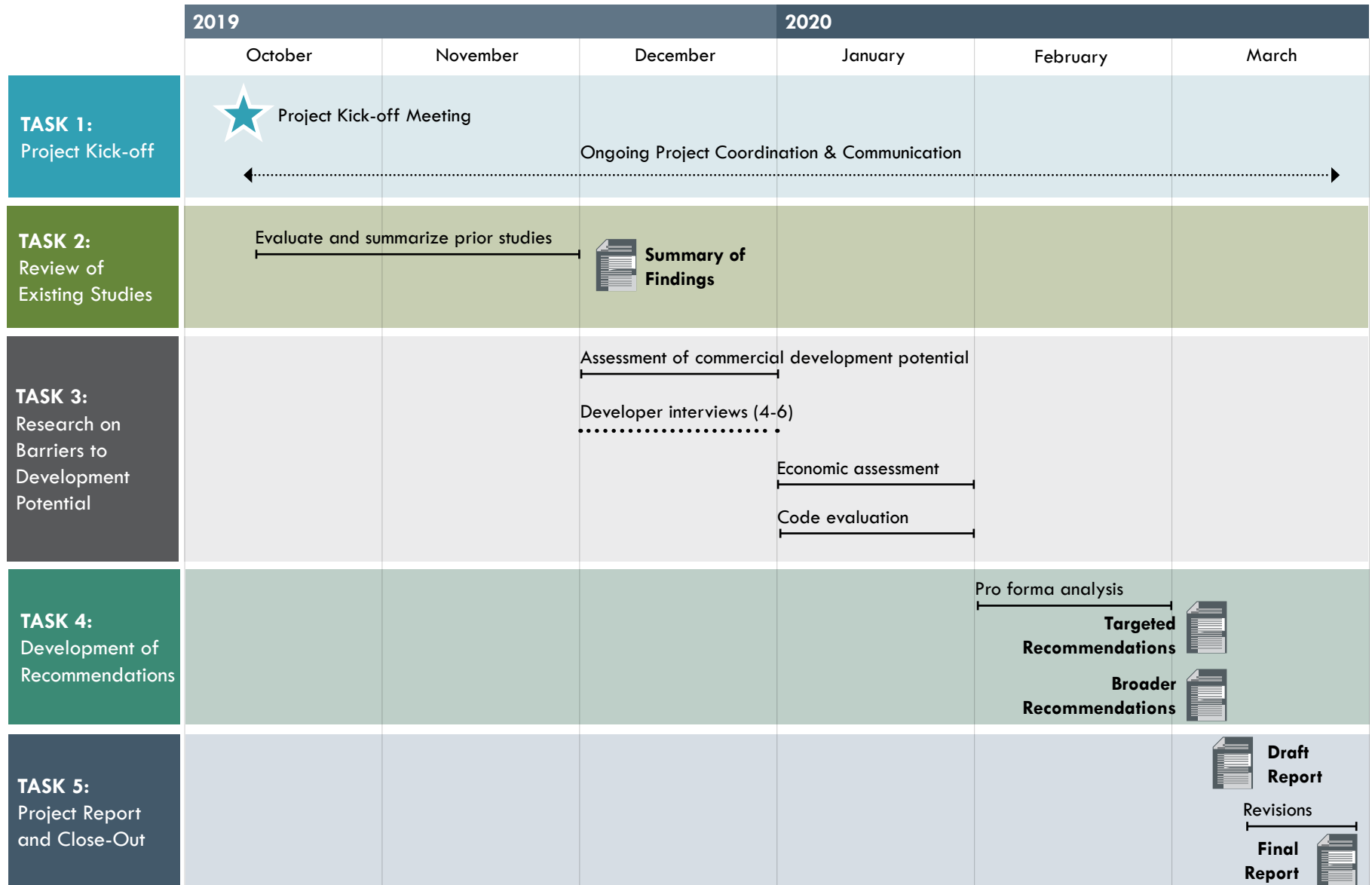
For the final task in this project, we will develop a concise and readable report to summarize our research and findings for busy policymakers. This will include:

- A review of the objectives and intended outcomes of the study
- An overview of the current context in the City of Edgewood, including the status of the emergency zoning ordinance and recent development activity
- A compilation of findings from previous studies, categorized by topic area
- Summaries of the interviews conducted with local and regional developers
- An economic market analysis highlighting current trends and commercial real estate demand
- An evaluation of current barriers to commercial development in the city
- The methodology and results of the pro forma analysis of mixed-use development feasibility
- Recommended actions, including both targeted and general recommendations, and a proposed timeline

This report will be submitted for review to the City of Edgewood. Feedback received from this review will be incorporated in a round of edits to address any outstanding questions and additional information provided.

At the project close-out, we will coordinate with City staff to review the project as delivered, confirm the receipt of all project deliverables, and provide project data and materials for ongoing use.

PROJECT SCHEDULE



COST SUMMARY

We anticipate a total cost not to exceed **\$49,280**. We have based this initial cost proposal on our proposed scope of work and would be happy to further refine this estimate after conversation with the City.

	A. Bjorn Project Manager	B. Murphy Strategic Advisor	R. Nair Economic Development Lead	L. Johnson Analyst	Total Hours and Estimated Cost by Task
2019 Hourly Rate	\$165	\$250	\$165	\$135	
Task 1: Project Kick-off					
Kick-off meeting	2	2	-	-	
Regular project meetings	6	-	-	-	
Subtotal	8	2	-	-	10 \$1,820
Task 2: Review of Existing Studies					
Compile existing studies	2	-	-	4	
Provide critical review of previous findings	8	2	8	4	
Write report section	2	-	8	8	
Subtotal	12	2	16	16	46 \$7,280
Task 3: Research on Barriers to Development Potential					
Coordinate developer interviews	2	-	4	16	
Conduct economic market analysis	16	2	4	8	
Evaluate development capacity	8	4	4	8	
Assess development obstacles	4	2	8	8	
Write report section					
Subtotal	30	8	20	40	98 \$15,650
Task 4: Development of Recommendations					
Coordinate pro forma analysis	16	2	4	16	
Create targeted recommendations	8	2	4	4	
Create broader recommendations	4	2	8	4	
Write report section	2	-	8	16	
Subtotal	30	6	24	40	100 \$15,810
Task 5: Project Report and Close-Out					
Compile draft report	2	2	4	16	
Coordinate draft edits with client	4	-	4	8	
Submit report and coordinate close-out	4	2	-	4	
Subtotal	10	4	8	28	50 \$7,750
Total Estimated Hours	90	22	68	124	304
Cost (Hours*Rate)	\$14,850	\$5,500	\$11,220	\$16,740	\$48,310
Subtotal Consultant Cost	\$48,310				
Project Expenses @ ~2% of project budget	\$970				
Estimated Project Total	\$49,280				

PROJECT TEAM

TEAM OVERVIEW

About BERK. BERK is an interdisciplinary consultancy integrating strategy, planning, and policy development; financial and economic analysis; and facilitation, design, and communications. Founded in 1988, our passion is working in the public interest, helping public and nonprofit agencies address complex challenges and position themselves for success.

Team Organization. The BERK team will be led by **Andrew Bjorn, Ph.D., AICP**. He has a focus in planning and land economics. He will serve as the day to day project manager and primary point of contact for this project. **Brian Murphy** is a Principal at BERK who specializes in economic development and strategic planning. He will provide strategic expertise to this project and have authority over the final project deliverables. **Radhika Nair** will serve as a Senior Analyst and **Lisa Johnson** will provide additional planning and analytic support.

More information about each individual is below and full resumes are included in Appendix A of this proposal.

STAFF QUALIFICATIONS

Andrew Bjorn, Ph.D., AICP (Project Manager) has a background in urban land economics and development planning. He has expertise in civil engineering and policy development, and has worked with communities and organizations across western Canada and the Pacific Northwest. Andrew has extensive experience in growth planning and management, and has worked with clients to address a range of complex urban and regional planning issues. Recent project experience includes market analysis for the cities of Bremerton, Lake Stevens, and Puyallup, and Pierce County.



Individual References:

- Tom Utterback, AICP, Planning Services Director, City of Puyallup, (253) 841-5502, tomu@ci.puyallup.wa.us
- Russell Wright, Community Development Director, City of Lake Stevens, (425) 622-9424, rwright@lakestevenswa.gov

Brian Murphy (Strategic Advisor) is a Principal at BERK. His expertise includes strategic and business planning, facilitation, economic development and market analysis, and management consulting. Brian is a skilled manager of complex analytic and planning projects with many moving pieces and nuanced policy choices. He has led economic development studies for the cities of Lakewood, Tumwater, Puyallup, Stanwood, Carnation, Woodinville, Normandy Park, and University Place.



Individual References:

- Becky Newton, Economic Development Manager, City of Lakewood, (253) 983-7738, BNewton@cityoflakewood.us
- Mark Hoppen, City Manager, City of Normandy Park, (206) 248-8246, mhoppen@normandyparkwa.gov

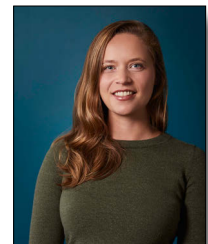
Radhika Nair (Economic Development Lead) has a background in urban planning and architecture. She focuses on neighborhood planning and design, policy development and the integration of technical analysis with community planning. She has experience working with local government to develop recommendations on complex issues. Radhika is currently working with the communities of Puyallup, Carnation, and Normandy Park on economic development strategies. She is also supporting the community engagement efforts around new library locations for the Pierce County Library System.



Individual References:

- Tom Utterback, AICP, Planning Services Director, City of Puyallup, (253) 841-5502, tomu@ci.puyallup.wa.us
- Andrea Spencer, Director of Community Development, City of Bremerton, (360) 473-5283, andrea.spencer@ci.bremerton.wa.us

Lisa Johnson (Planning & Analytic Support) specializes in urban planning and data analysis and has experience in outreach and facilitation with diverse groups of stakeholders. She has a background in real estate, economic development, and transit. Her experience includes work for both private and public sector agencies focused on building stronger communities. Prior to joining BERK, Lisa worked as a project manager for a development group in New York, NY and as a Community Development Advisor for the Peace Corps.



Individual References:

- Lawrence Ellis, Parks, Community Programs, & Services Director, City of SeaTac, (206) 973-4800, lellis@seatacwa.gov

RELEVANT EXPERIENCE

City of Lake Stevens Market and Economic Evaluation of Lake Stevens Center and 20th St SE Subarea Plans (Lake Stevens, WA)

The City of Lake Stevens and its surrounding areas are slated to expand to a community of about 46,380 residents by 2035, accounting for about 6% of the total growth in Snohomish County. Lake Stevens Center and 20th Street SE Corridor are the two main districts for commercial activity in the city. The nature of development in these areas is distinctly different, with distinct opportunities for future growth. As part of our work, we provided policy guidance regarding the long-term management of commercial and residential growth in these two areas. As new growth in employment and economic activity in the city will be directed here, it is essential that land use regulations in these areas support the scale and format of commercial real estate that is currently in demand in the local market. We provided recommendations about adjustments in the existing Subarea Plans to account for discrepancies between local supply and demand, to reduce regulatory and planning constraints on meeting local needs for retail and service commercial uses.

- **Project team:** Andrew Bjorn (Project Manager)
- **Year completed:** Current
- **Client contact information:** PO Box 257 Lake Stevens, WA 98258
- **Project reference:** Russell Wright, Community Development Director, City of Lake Stevens, (425) 622-9424, rwright@lakestevenswa.gov
- **Project elements similar to scope of work:** Analysis of current market conditions, strategic planning to attract new commercial development, and action-oriented strategies to reduce barriers to new development in the community

City of Puyallup Downtown Economic Development Strategy 2019 (Puyallup, WA)

BERK developed an action-oriented, holistic, and locally supported Downtown Economic Development Plan that builds on the City's Comprehensive Plan vision, identifies the market trends and competitive advantages, and outlines short- and longer-term actions to leverage the City's resources, community partnerships and in-house expertise to drive economic growth and improve quality of life. BERK synthesized information and input from a variety of sources and conducted a robust stakeholder engagement process to come up with recommended actions. Engagement activities included interviews, discussion groups, a strategy summit and public open house and reached a diverse pool of stakeholders, including local property owners, businesses, community partners, real estate experts, and developers.

- **Project team:** Radhika Nair (Project Manager), Andrew Bjorn, Brian Murphy
- **Year completed:** 2019
- **Client contact information:** 333 S. Meridian Puyallup, WA 98371

- **Project Reference:** Tom Utterback, AICP, Planning Services Director, City of Puyallup, (253) 841-5502, tomu@ci.puyallup.wa.us
- **Project elements similar to scope of work:** Analysis of current market conditions, strategies to attract mixed-use development, and action-oriented strategies to attract new residential and commercial development.

City of Bremerton Eastside Employment Center Market Analysis, Redevelopment & Subarea Plan, Planned Action EIS (Bremerton, WA)

As part of an integrated Subarea Plan and EIS, BERK is working on an economic and market analysis for the Eastside Employment Center in Bremerton. Our work synthesizes the following quantitative and qualitative information:

- Overall trends in development in Bremerton and the region, expected demand across development types, construction costs, and identified opportunities for growth across Bremerton.
- A site market analysis evaluating the current site configuration, demand drivers for space after a key anchor of the area, the Harrison Medical Center, relocates. This includes local residential and commercial rents, and potential opportunities and challenges with site reuse/redevelopment.
- An entitlements analysis, that assesses the current uses on the site, possible alternative uses/development types under current City regulations, and potential alternative development that could be allowed through changes.
- Case studies highlighting comparable situations where the departure of a major anchor activity entailed a realignment of local uses and potential redevelopment to accommodate new types of uses.

The analysis has produced initial strategic recommendations, including possible actions that can help to address regulatory, market, and financial limitations, and attract capital investment and achieve potential development visions for the site.

- **Project team:** Radhika Nair (Daily Project Manager and Plan Lead), Andrew Bjorn
- **Year completed:** Ongoing
- **Client contact information:** 345 6th. Street Suite 600 Bremerton, WA 98337
- **Project reference:** Andrea Spencer, Director of Community Development, City of Bremerton, (360) 473-5283, andrea.spencer@ci.bremerton.wa.us
- **Project elements similar to scope of work:** Market analysis and synthesis, stakeholder engagement, and report development

City of Normandy Park Economic Development Element 2018 (Normandy Park, WA)

For the City of Normandy Park, BERK prepared an Economic Development Element of the Comprehensive Plan. BERK worked closely with city staff, and an Economic Development Committee (EDC), to develop a vision and implementing goals and policies for economic development. As part of the analytic foundation for the vision, goals and policies, BERK evaluated local market and economic trends, key business sectors, opportunities for growth, and the challenges facing the city's economy. This quantitative analysis was supplemented with interviews with local property owners, and real estate experts. A key focus of the work was on planning for emerging land uses, such as lodging and/or co-working, that could fit in with the city's character, leverage its competitive advantages and generate tax revenue. BERK also developed an action-oriented matrix to guide the EDC as it works to implement the Element's goals and policies.

- **Project team:** Radhika Nair (Project Manager) Andrew Bjorn, Brian Murphy
- **Year completed:** Ongoing
- **Client contact information:** 801 SW 174th St. Normandy Park, WA 98166
- **Project Reference:** Mark Hoppen, City Manager, City of Normandy Park, (206) 248-8246, mhoppen@normandyparkwa.gov
- **Project elements similar to scope of work:** Assessed local conditions, viability of lodging development, and potential policy changes to promote economic growth.

City of Lakewood Central Business District Assessment (Lakewood, WA)

BERK helped the City of Lakewood understand the market potential for the City's Central Business District in preparation for doing a full subarea master plan. The purpose of this project was to ascertain a reasonable range of potential futures, including revitalization of the Lakewood Towne Center—a suburban style shopping center. BERK assessed market opportunities for retail, restaurant, and services, as well as residential development and community uses. BERK conducted a detailed market study of the area, assessed the CBD's public spaces, and researched comparable redevelopment stories from other communities. The final product was used to inform a subsequent subarea planning project that delved further into how the City will facilitate desirable investment in the area. The subarea plan for Towne Center was developed by the BERK team and included community engagement, strategy development, and land use planning expertise to revitalize this neighborhood.

- **Project team:** Brian Murphy (Project Manager)
- **Year completed:** 2017
- **Client contact information:** 6000 Main St. SW Lakewood, WA 98499
- **Project Reference:** Becky Newton, Economic Development Manager, City of Lakewood, (253) 983-7738, BNewton@cityoflakewood.us
- **Project elements similar to scope of work:** Assessed retail market opportunities in advance of larger, focused economic development and planning effort.

APPENDIX A: STAFF RESUMES



Education & Certification

- PhD, Urban Design and Planning/Urban Ecology, University of Washington
- M.S., Planning, Environmental Planning concentration, University of Toronto
- M.S., Civil Engineering, University of Toronto
- B.S., Civil and Environmental Engineering, Environmental Engineering Concentration, University of Massachusetts

Additional Information

- Years of Experience: 10
- Office location: Seattle, WA

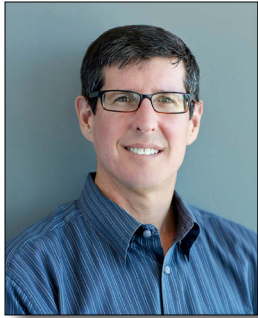
Relevant Project Experience

- City of Lake Stevens Market and Economic Evaluation of Lake Stevens Center and 20th St SE Subarea Plans
- City of Puyallup Downtown Economic Development Strategy
- City of Bremerton Eastside Employment Center Market Analysis, Redevelopment & Subarea Plan, Planned Action EIS
- Washington State Department of Transportation Puget Sound Gateway Economic Benefits Study
- Pierce County Affordable Housing Study
- Port of Chelan Commercial & Industrial Lands Market Analysis
- City of Bonney Lake Subarea Plans - Economic Analysis
- City of Bremerton Parks & Recreation Pendergast Regional Park Upgrades Economic Impacts Analysis

Andrew has a background in urban land economics and development planning. He has expertise in civil engineering and policy development, and has worked with communities and organizations across Western Canada and the Pacific Northwest. Andrew has extensive experience in growth planning and management, and has worked with clients to address a range of complex urban and regional planning issues.

Andrew is currently working with the City of Lake Stevens on an economic evaluation of two subarea planning efforts which were completed more than seven years prior. He is also working with the City of Bremerton on an economic impact study of the pending relocation of a major employment center.

Prior to joining BERK, Andrew served as a Senior Planner/Economist for a consulting firm in Calgary, Alberta working on regional planning and policy development. He has a Ph.D. in Urban Design and Planning from the University of Washington. Andrew is a certified Planner in the State of Washington.



Brian's expertise includes strategic and business planning, facilitation, economic development and market analysis, and management consulting. Brian has led economic development strategies for communities throughout the region, including the cities of Lakewood, Tumwater, Puyallup, Bonney Lake, Stanwood, Carnation, Woodinville, Normandy Park, and University Place. Currently, Brian is working with the City of Normandy Park on a hotel siting study related to the recent update to the Economic Development Element.

Education & Certification

- M.B.A., University of Washington, selected for Beta Gamma Sigma Honor Society
- B.A., Politics, University of California at Santa Cruz, graduated with honors

Brian joined the firm in 2002 and is a skilled manager of complex analytic and planning projects with many moving pieces and nuanced policy choices. Brian received a BA with Honors from UC Santa Cruz and an M.B.A. from the University of Washington. He is a 2003 graduate of Leadership Tomorrow.

Additional Information

- Years of Experience: 15
- Office location: Seattle, WA

Relevant Project Experience

- City of Normandy Park Economic Development Element Update
- City of Normandy Park Hotel Study
- City of Puyallup Downtown Economic Development Strategy
- City of Carnation Economic Development Strategy
- Deschutes Public Library Community Assessment
- City of Newcastle Market Analysis and Assessment of CBC Master Plan
- City of Bonney Lake Economic Development Plan and Marketing Materials
- City of Bellevue Economic Development Strategic Plan
- City of Tumwater Economic Development Strategic Action Plan
- City of Woodinville Economic Development Strategy
- City of Stanwood Economic Development Strategy
- City of University Plan Economic Development Strategy + Update



Radhika Nair (Senior Planner) has a background in urban planning and architecture. She focuses on neighborhood planning and design, policy development and the integration of technical analysis with community planning. She has experience working with local government to develop recommendations on complex issues.

Radhika's recent economic development projects include studies for Carnation, Normandy Park, and Bremerton. She has special expertise in economic analysis and planning related to manufacturing and industrial areas. She has also supported subarea planning efforts for the cities of Bellevue, Seattle, Lakewood, and Bremerton.

Radhika holds a Master of Urban Planning from Harvard University and a Bachelor of Architecture from the University of Kerala. A former Seattle Planning Commissioner, Radhika is a 2017 graduate of Leadership Tomorrow.

Education & Certification

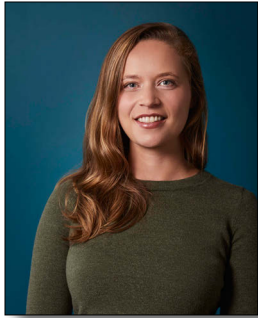
- Master of Urban Planning, Harvard University
- Bachelor of Architecture, University of Kerala

Additional Information

- Years of Experience: 8
- Office location: Seattle, WA

Relevant Project Experience

- City of Lakewood Downtown Plan Subarea Plan EIS
- City of Bremerton Eastside Employment Center Market Analysis, Redevelopment & Subarea Plan, Planned Action EIS
- City of Normandy Park Economic Development Element Update
- City of Normandy Park Hotel Study
- City of Puyallup Downtown Economic Development Strategy
- City of Carnation Economic Development Strategy
- Deschutes Public Library Community Assessment
- Cities of Arlington and Marysville, Manufacturing Industrial Center Subarea Plan
- Cities of Sumner and Pacific, Manufacturing Industrial Center Subarea Plan
- City of Bellevue Wilburton Commercial Area Land Use and Transportation Project Environmental Impact Statement



Lisa John (Analyst & Planner) specializes in urban planning and data analysis and has experience in outreach and facilitation with diverse groups of stakeholders. She has a background in real estate, economic development, and transit. Her experience includes work for both private and public sector agencies focused on building stronger communities.

Lisa is currently working with the City of Normandy Park on a hotel study, a direct follow up to the Economic Development Element completed in 2018. She is also supporting the SeaTac Parks, Recreation, and Open Space Plan Update.

Education & Certification

- B.A., Economics, Wake Forest University
- Master of Urban Planning, University of Washington

Additional Information

- Years of Experience: 3
- Office location: Seattle, WA

Prior to joining BERK, Lisa worked as a project manager for a development group in New York, NY and as a Community Development Advisor for the Peace Corps. Lisa earned her Master of Urban Planning from the University of Washington and a Bachelor of Arts in Economics from Wake Forest University. She has studied and worked in countries around the world such as New Zealand, South Korea, Benin, and Costa Rica.

Relevant Project Experience

- City of SeaTac Parks, Recreation, and Open Space Plan Update
- City of Normandy Park Economic Development Element 2018
- City of Normandy Park Hotel Study 2019
- Pierce County Affordable Housing Study 2019
- City of Issaquah Healthy Community Strategy
- Lummi Tribe Community Vision and Strategic Action Plan



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Salary Commission Meeting Date Revision	Agenda Item #:		AB19-0559
	For Agenda of:		October 08, 2019
	Prepared by:		Rachel Pitzel
ATTACHMENTS (list): ☒ Ordinance No. 19-0559			
Approval of Materials:			
Mayor, Daryl Eidinger	☐	Expenditure Required:	<u>\$0</u>
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	<u>\$0</u>
Interim City Attorney, Ann Marie J. Soto	☐	Timeline: Study Session Discussion 10/1/19 Regular Council Meeting Action 10/8/19	
City Clerk/HR Director, Rachel Pitzel	☒		
Community & Economic Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Police Chief, Micah Lundborg	☐		
Fiscal Note/Consideration: N/A			
SUMMARY STATEMENT: On July 16, 2016, Council adopted Ordinance No. 16-0470 establishing a Salary Commission. Originally, when discussed and then later adopted it was determined the commission would meet annually in May. It is difficult to provide the Salary Commission with up-to-date comparable salaries to review during the month of May, as AWC does not publish their Salary Comparable Study until the end of July of each year. Moving the annual meeting date to a date in the month of August will allow staff to provide more accurate and comparable data for the Salary Commission to review and make their determinations and recommendations.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Salary Commission recommendation from the August 29, 2019 meeting.			
RECOMMENDED ACTION: MOTION to adopt Ordinance 19-0559, amending Section 2.10.050 of the EMC relating to the Salary Commission meeting date.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Move to adopt. 2) Forward to Study Session for further review			

ORDINANCE NO. 19-0559

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AMENDING SECTION 2.10.050 OF THE EDGEWOOD
MUNICIPAL CODE RELATING TO THE SALARY
COMMISSION MEETING DATE; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, on July 26, 2016, the City Council adopted Ordinance No. 16-0470, establishing a Salary Commission pursuant to RCW 35.21.015, which authorizes cities to establish, by ordinance, an independent salary commission in order to set the salaries of local elected officials, subject to certain terms and conditions; and

WHEREAS, Subsection 2.10.050(E)(3) of the Edgewood Municipal Code provides that the Salary Commission “shall meet no less than one time per year, during the month of May”; and

WHEREAS, the Salary Commission would like to meet later in the year to coincide with the AWC Salary Comparable study that is published in July of each year;

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

Section 1. EMC Subsection 2.10.050(E)(3), Amended. Subsection 2.10.050(E)(3) of the Edgewood Municipal Code is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD
THIS 8TH DAY OF AUGUST, 2019**

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie J. Soto
Interim City Attorney

Date of Publication: October 10, 2019
Effective Date: October 15, 2019

Exhibit A

2.10.050 Salary Commission

There is created and established an independent salary commission.

A. Purpose, function and construction. The salary commission shall review and establish the salaries of the mayor and the councilpersons and shall exercise the powers and perform the duties set forth by RCW 35.21.015, as now existing or hereafter amended, and this section. The provisions of this section shall be construed in accordance with RCW 35.21.015.

B. Membership, appointment, compensation and term.

1. The commission shall consist of five members, to be appointed by the mayor with the approval of the city council.

2. A member of the commission shall serve for a three-year term without compensation, and shall be a resident of the city. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in August and ending December 31, 2017; two members appointed for terms beginning upon their appointment and ending December 31, 2018; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2019.

3. No member of the commission shall be appointed to more than two terms, whether consecutive or otherwise.

4. A member of the commission shall not be an officer, official, or employee of the city or an immediate family member of an officer, official, or employee of the city. For purposes of this section, "immediate family member" means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee of the city, whether or not living in the household of the officer, official, or employee.

C. Vacancies. In the event of a vacancy in the office of commissioner, the mayor shall appoint, subject to approval of the city council, a person to serve the unexpired portion of the vacant position's term.

D. Removal. A member of the commission shall only be removed from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of residence.

E. Duties; Adjustment of Salaries.

1. The commission shall review the salaries paid by the city to the mayor and city council. If after such review the commission determines that the salary paid to the mayor or city council should be increased or decreased, the commission shall file a written salary schedule with the city clerk indicating the increase or decrease in salary.

2. The commission shall convene and complete its first review of the salaries paid to the mayor and city council within 90 days of the appointment of the commission. Should the commission determine that the salary paid to the mayor or city council should be increased or decreased, the commission shall file its initial schedule of salaries for the mayor and city council with the city clerk no later than the 91st day following the appointment of the commission.

3. For subsequent years, the commission shall meet no less than one time per year, with at

least one meeting occurring during the month of August.

4. All meetings of the commission shall be governed by the Open Public Meetings Act and shall be open to the public except as otherwise allowed under that Act. Members of the public shall have an opportunity to comment or submit comments in writing prior to a commission vote to increase or decrease salaries.

5. Any increase or decrease in salary shall become effective and incorporated into the city budget without further action of the city council or the commission.

6. Salary increases established by the commission shall be effective as to the mayor and all council members, regardless of their terms of office.

7. Salary decreases established by the commission shall not be effective as to an incumbent mayor and council members until the commencement of their next term of office.

8. Any adjustment of salary by the commission shall supersede any city ordinance related to the budget or fixing of salaries, but only to the extent of a conflict.

9. Existing salaries for the mayor and council members established by city ordinance and/or city budget prior to the effective date of this section shall remain in effect unless and until changed in accordance with the provisions of this chapter. The terms and conditions of the commission's adopted salary schedule will remain in effect until amended under the terms and conditions of a new salary schedule filed in accordance with this chapter.

10. The commission shall adopt rules of procedure to govern its meetings. Such rules shall make provision for the taking of minutes and keeping of commission records, and shall provide for the election of such officers as are deemed necessary by the commission for the conduct of its business.

F. Referendum Measures.

1. Salary increases and decreases shall be subject to referendum petition by the people of the city in the same manner as a city ordinance upon filing of such petition with the city clerk within thirty days after filing of the salary schedule. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by vote of the people.

2. Referendum measures under this section shall be submitted to the voters of the city at the next following general or municipal election occurring thirty days or more after the petition is filed, and shall be otherwise governed by the provisions of the state Constitution or laws generally applicable to referendum measures.

G. Employee Compensation Recommendations. Separate from and independent of the other provisions of this section, the city council may from time to time direct the commission to review the salary and/or benefits provided to city employees and to make recommendations to the council regarding the same. Any such recommendations shall be advisory only, shall not be subject to referendum, and shall not bind the council in any manner whatsoever.



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Interim Zoning Extension		Agenda Item #:		AB19-0560
		For Agenda of:		October 8, 2019
		Prepared by:		Darren Groth
ATTACHMENTS (list): ☒ Ordinance No. 19-0560				
Approval of Materials:				
Mayor, Daryl Eiding	☐	Expenditure Required:	\$0	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	\$0	
Interim City Attorney, Ann Marie J. Soto	☐	Timeline: Continuation of the 6-month period for the prohibition on accepting and processing applications for new residential/multi-family development certain zones.		
City Clerk/HR Director, Rachel Pitzel	☒			
Community & Economic 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. On July 30, 2019, City Council directed staff to prepare a request for proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts, which will include a review of uses, appropriateness of commercial integration with residential project, where a [minimum] 3/1 development would be feasible in Edgewood, and if any additional modifications to the EMC are necessary. Since this RFP is being presented on August 20, 2019 to City Council for their additional direction, the subsequent study will likely commence in early September. On August 20, 2019, City Council reviewed the request for proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts and recommended staff bring forward for a motion to approve publication at the next regular council meeting, which was approved for publication on August 27, 2019.				

The RFP resulted in four proposals that were received and score by City staff based on the scoring criteria identified in the RFP. Based on the timeline identified in the highest scored proposal, staff recommends extending the interim zoning ordinance six months. During the City Council Study Session on October 1, 2019, City Council direct staff to move forward with a draft ordinance that extends the Interim Zoning Ordinance for another six months. This agenda item will allow City Council to act on the draft ordinance.

RECOMMENDED ACTION: MOTION to adopt Ordinance No. 19-0560, an ordinance to extend the Interim Zoning Ordinance for six months until the Town Center and Mixed Use Residential Planning Study is completed.

ALTERNATIVES TO RECOMMENDED ACTION:

- 1) Move to the next available council meeting for action
- 2) Forward to Study Session for further review

ORDINANCE NO. 19-0560

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATING TO LAND USE AND ZONING, EXTENDING INTERIM ZONING ORDINANCE NO. 19-0558, ADOPTED ON SEPTEMBER 10, 2019, WHICH AMENDED INTERIM ZONING ORDINANCE NO. 19-0547, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 19-0553, ON THE ACCEPTANCE OR PROCESSING OF NEW APPLICATIONS FOR RESIDENTIAL/MULTI-FAMILY DEVELOPMENTS IN THE MUR ZONE ON THE EAST SIDE OF MERIDIAN AVENUE AND IN THE TC ZONE ON THE EAST SIDE OF MERIDIAN SOUTH OF 22ND STREET EAST, AS SHOWN IN THE ATTACHED MAP AS EXHIBIT A, FOR A PERIOD OF SIX MONTHS

WHEREAS, the City of Edgewood plans under the Growth Management Act (Chapter 36.70A RCW); and

WHEREAS, pursuant to Chapter 35A.63 RCW and Chapter 36.70A RCW, the City of Edgewood has established various zoning districts to ensure orderly and appropriate land use development consistent with the City's Comprehensive Plan; and

WHEREAS, except in special circumstances (RCW 36.70A.130(2)(a)), the City may consider amendments to the City's Comprehensive Land Use Plan once a year; and

WHEREAS, the City has adopted procedures for the amendment of the City's Comprehensive Plan in Chapter 18.60 of the Edgewood Municipal Code, which limit the consideration of amendments to once a year, and establishes a deadline for application submittal of December 31st of the current calendar year (EMC 18.60.130(D)); and

WHEREAS, the City received two Comprehensive Plan Amendments and Rezones, one entitled Uchida Farms (received December 27, 2017) and another entitled Lake Chalet (received December 27, 2017); and

WHEREAS, the City issued a Determination of Nonsignificance on September 27, 2018, which was not appealed; and

WHEREAS, on April 8, 2019, the City Council considered and approved the Interim Zoning Ordinance, No. 19-0547, during the Council's regular meeting of April 8, 2019; and

WHEREAS, on May 7, 2019, the City Council held a study session and discussed the scope of Interim Zoning Ordinance No. 19-0547; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, on June 11, 2019, June 18, 2019, June 25, 2019, July 2, 2019, July 9, 2019, and July 16, 2019, the City Council added continued discussions for Interim Zoning Ordinance No. 19-0547 on each agenda; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, on September 10, 2019, City Council approved the two Comprehensive Plan Amendments and Rezones for “Uchida Farms” and “Lake Chalet;” and

WHEREAS, the action by City Council to approve the Comprehensive Plan Amendments results in the need to perform the housekeeping measure of modifying the Interim Zoning Ordinance to remove an approximate 1.36-acre piece of property within the “Lake Chalet” project to allow the approved Comprehensive Plan Amendments and Rezones to be developed in accordance with the vision of the City Council and the proposal of the project; and

WHEREAS, on July 30, 2019, City Council directed staff to prepare a Request for Proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts, which will include a review of uses, appropriateness of commercial integration with residential project, where a [minimum] 3/1 development would be feasible in Edgewood, and if any additional modifications to the EMC are necessary. Since this RFP is being presented on August 20, 2019 to City Council for their additional direction, the subsequent study will likely commence in early September; and

WHEREAS, on August 20, 2019, City Council reviewed the Request for Proposals (RFP) to conduct a study of the Town Center (TC) and Mixed Use Residential (MUR) zoning districts and recommended staff bring forward for a motion to approve publication at the next regular council meeting; and

WHEREAS, on October 1, 2019, City Council accepted the submitted proposal with the highest score in the ranking matrix and agreed to move forward with a contract that states Berk Consulting, Inc. will perform the TC and MUR study over the next five months; and

WHEREAS, a six-month extension of the Interim Zoning Ordinance will allow completion of the Berk study and an assessment of the next steps before the Interim Zoning Ordinance expires; and

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

Section 1. Extension of Edgewood Ordinance No. 19-0547, as amended by Ordinance Nos. 19-0553 and 19-0558, which adopted an Interim Zoning Ordinance on the acceptance and processing of new applications for residential/multi-family developments in the MUR zone on the east side of Meridian Avenue and in the TC zone on the east side of Meridian south of 22nd street east, as shown on Exhibit A of Ordinance No. 19-0558.

Section 2. Declaration of Emergency. This amendment to Interim Zoning Ordinance Nos. 19-0553 and 19-0547 must be adopted to be effective immediately in order to preserve the status quo while the City reviews and revises, as appropriate, its current development regulations and comprehensive plan relating to residential and multi-family residential development on the properties on the east side of Meridian Avenue within the MUR zoning district and on the majority of properties on the east side of Meridian Avenue south of 22nd Street East within the TC zoning district, as shown in Exhibit A as the “Affected Properties,” and to prevent new residential/multi-family residential permit applicants from potentially establishing vested rights inconsistent with the City’s future regulatory framework to be considered and adopted while the Interim Zoning Ordinance is effective. The findings and conclusions above are adopted by the City Council in support of the designation of this ordinance as a public emergency necessary for the protection of the public health, public safety, public property and public welfare. This ordinance shall take effect immediately upon adoption by the Council, by a vote of a majority of the Council plus one, and shall remain effective for six months unless earlier terminated by the City Council.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Publication. This Ordinance will be published by an approved summary consisting of the title.

Section 5. Effective Date. This Ordinance has been passed by a majority plus one vote of the whole membership of the City Council, and shall take effect and be in force immediately upon passage.

**PASSED BY THE EDGEWOOD CITY COUNCIL ON THIS
8TH DAY OF OCTOBER, 2019.**

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

Ann Marie Soto, Interim City Attorney

Date of Publication: October 10, 2019
Effective Date: October 15, 2019



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Lake Chalet Property Acquisition	Agenda Item #:		AB19-0475
	For Agenda of:		October 8, 2019
	Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ Quit Claim Deed from Palzer to City ☒ Resolution 19-0475			
Approval of Materials:			
Mayor, Daryl Eidinger	☒	Expenditure Required:	<u>\$425.71</u>
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	<u>\$0</u>
Interim City Attorney, Ann Marie J. Soto	☒	Timeline: Study Session Discussion 10/1/2019 Regular Council Meeting Action 10/8/2019	
City Clerk/HR Director, Rachel Pitzel	☒		
Community & Economic Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☒		
Police Chief, Micah Lundborg	☒		
Fiscal Note/Consideration: The cost of the Title Report was \$225.71. Ms. Palzer has committed to execute a Quit Claim Deed, transferring any interest she has in the subject Lake Chalet property, for a lump sum of \$200.			
SUMMARY STATEMENT: While updating the City's Surface Water Management Plan in 2018, the need was identified to develop flood control programs in the closed depression basins. Lake Chalet is considered a closed depression basin, but historically it has discharged to Simon's Creek, the head of which is located to the west. In light of this, a preliminary proposal was developed to construct a pump station on or near Lake Chalet. As a condition of developing the Simon's Mill apartment complex, a stormwater utility easement and conveyance line was granted to the City, terminating near the west end of what is known as the Edgewood Dale Plat's "walkway tract". Staff discovered that this tract, together with Lake Chalet itself, is owned by an individual, verified through a title commitment / report from Ticor Title. The attached letter was sent to the owner in October 2018, staff has been in communication with the owner since that time, and the City has received the attached Quit Claim Deed. The City does not have direct access to Lake Chalet at this time, still needing to coordinate that with other adjacent land owners. Additional coordination and design is needed prior to construction of a pump station.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-0475, authorizing the Mayor to record the executed Quit Claim Deed for the Edgewood Dale lake (Lake Chalet) and walkway tract.			
ALTERNATIVES TO RECOMMENDED ACTION: 1) Move to adopt 2) Forward to Study Session for further review			

RESOLUTION NO. 19-0475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AFFIRMING THE ACCEPTANCE OF A QUIT CLAIM DEED FOR THE EDGEWOOD DALE LAKE AND WALKWAY TRACT, LOCATED NORTHEAST OF 29TH ST E AND 103RD AVE CT E, IN EDGEWOOD IN THE AMOUNT OF \$425.71 PLUS RECORDING COSTS

WHEREAS, the City budgeted funds in the Surface Water Utility fund for a flood reduction project at the waterbody commonly known as “Lake Chalet”; and

WHEREAS, the Lake and Walkway Tract in the Plat of Edgewood Dale (the “Subject Property”) became available for purchase and was viewed favorably by the Mayor and City staff for use by the Surface Water Utility; and

WHEREAS, the City obtained a title report and coordinated with the property owner; and

WHEREAS, the property owner executed a Quit Claim Deed, transferring ownership of the Subject Property to the City on September 3, 2019; and

WHEREAS, on October 1, 2019, the Council considered the acquisition and recording of the executed Quit Claim Deed;

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

Section 1. The City Council hereby authorizes the Mayor to record the executed Quit Claim Deed, attached hereto as Exhibit A and incorporated herein by this reference, for the Subject Property located north of 29th Street East between 103rd Ave Ct E and 106th Ave E, in Edgewood, Washington, affirming the conveyance of the Subject Property to the City in the amount of \$425.71 for the conveyance and title report, plus miscellaneous costs for execution and recording.

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

ADOPTED THIS 8TH DAY OF OCTOBER, 2019

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

AFTER RECORDING RETURN TO:

**City of Edgewood
Attn: City Clerk Rachel Pitzel
2224 104th Avenue East
Edgewood, WA 98372**

Quit Claim Deed

Reference Numbers of Related Documents: Exhibit A (Map)

Grantor:

Grantee:

Abbreviated Legal(s):

Tax Parcel Identification Number(s):

GRANTOR, Cathy Palzer (“Grantor”), hereby conveys and quitclaims to the City of Edgewood, a municipality organized under the laws of the State of Washington (“Grantee”), all of Grantor’s interest in and to the following described real estate, situated in Pierce County, State of Washington, together with all after acquired title of the Grantor therein:

the real property located at: 106th Avenue East, Edgewood, Washington, which is legally described as follows:

Pierce County Assessor’s No. 362500-0201, hereinafter referred to as the “Property,”

Subject to any and all encumbrances of record.

[Signature and Notary Acknowledgement Follow]

Signature Page to Quit Claim Deed

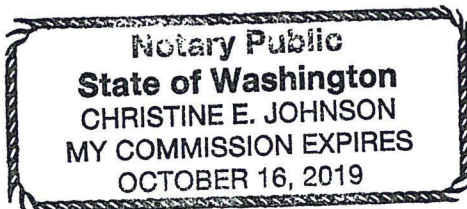
DATED this 3 day of September, 2019.

By: *Cathy Patzer*
Name: _____
Its: _____

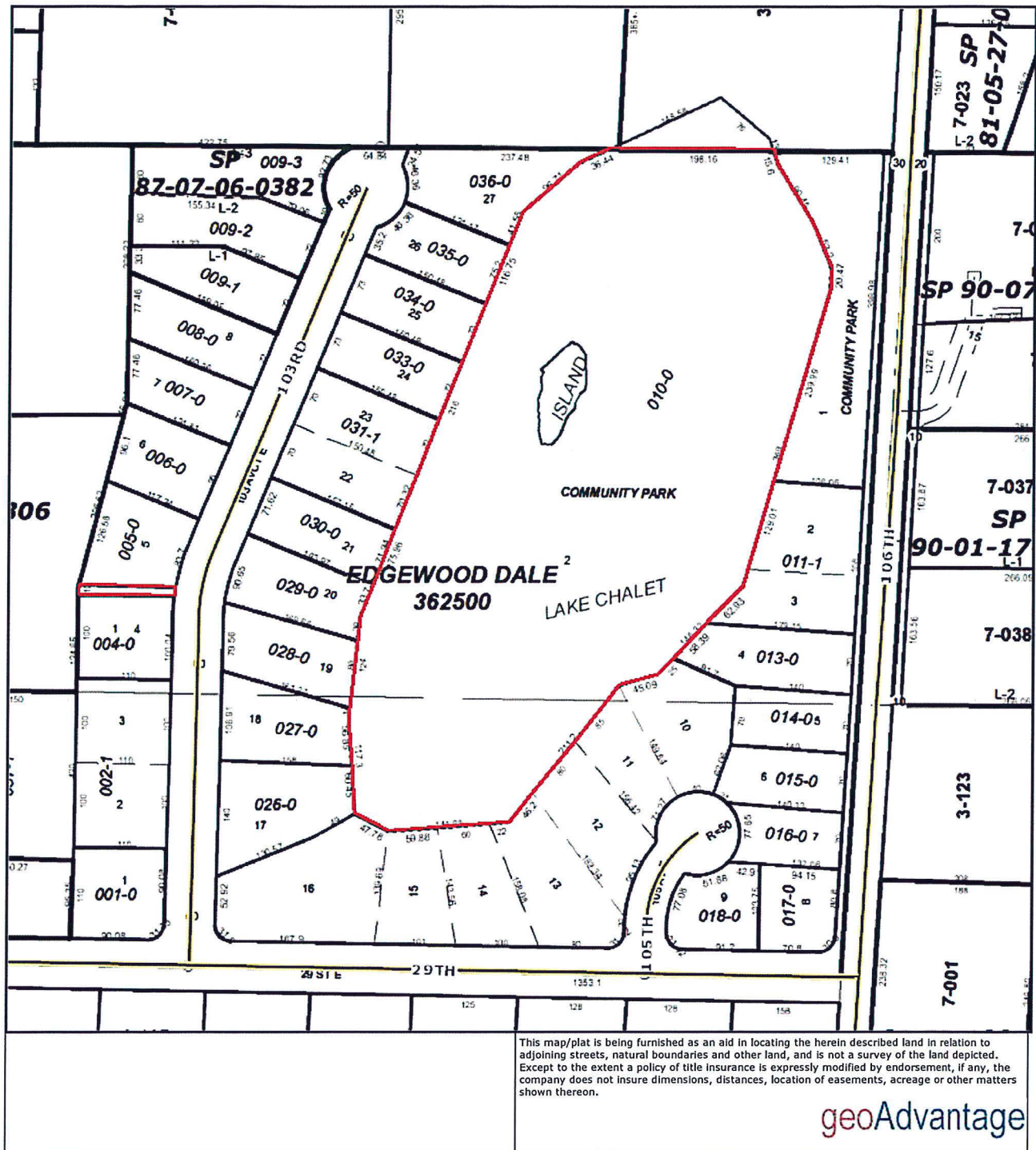
STATE OF WASHINGTON)
)
COUNTY OF King) ss.
)
COUNTY OF ~~PIERCE~~

On this 3rd day of September, 2019, N/A, the
N/A of N/A, did personally appear before me, the
undersigned Notary Public in and for the State of Washington, who is known to me or produced
satisfactory evidence that he/she is the person that executed the foregoing instrument, and
acknowledged that he/she signed this instrument as his/her free and voluntary act on behalf of said
corporation for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 3rd day of September, 2019.



Christine E. Johnson
Christine E. Johnson
NOTARY PUBLIC in and for the State of
Washington, residing at Fall City, WA
My commission expires 10/16/19





City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Litowitz Property Donation	Agenda Item #:		19-0476
	For Agenda of:		October 8, 2019
	Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ Resolution 19-0476			
Approval of Materials:			
Mayor, Daryl Eiding	☒	Expenditure Required:	<u>\$0</u>
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	<u>\$0</u>
Interim City Attorney, Ann Marie J. Soto	☐	Timeline:	
City Clerk/HR Director, Rachel Pitzel	☒		
Community & Economic Development Director, Darren Groth	☒		
Public Works, Jeremy Metzler	☒		
Police Chief, Micah Lundborg	☐		
Fiscal Note/Consideration: The cost of the Phase One Environmental Review was \$4,500.			
SUMMARY STATEMENT: The Litowitz Family has approached Mayor Eiding expressing interest in donating the subject property to the City. In response, a Phase One Environmental Review has been performed, in which some items have been identified warranting further environmental review. Several map exhibits and the Phase One Environmental Review report were provided with last week's study session materials for Council review and consideration. Prior to accepting the property, the Mayor has asked the current property owners to perform a Phase Two Environmental Review. In response, the property owners have asked for some assurance that the City is interested in the land donation, pending the Phase Two Environmental Review and satisfaction of any recommendations contained therein.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 19-0476, acknowledging the proposed land donation and Council's support. ALTERNATIVES TO RECOMMENDED ACTION: 1) Motion to adopt. 2) Forward to Study Session for further review			

RESOLUTION NO. 19-0476

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, ACKNOWLEDGING THE CITY'S INTEREST IN A PROPOSED DONATION OF LAND, BEING TAX PARCEL NUMBERS 042002-0421 AND 042002-4054, LOCATED NORTHWEST OF 16TH ST E AND WEST VALLEY HIGHWAY, IN EDGEWOOD

WHEREAS, the Litowitz Family has approached the Mayor expressing interest in donating property to the City; and

WHEREAS, upon initial consideration, The City's critical areas mapping indicated the subject property contains several moderate to steep slopes and potential wetland area(s); and

WHEREAS, the City commissioned and received at City expense a Phase One Environmental Review of the subject property through their On-Call Consultant, Kleinfelder; and

WHEREAS, the Phase One Environmental Review dated March 22, 2019 identified areas of concern warranting a Phase Two Environmental Review; and

WHEREAS, the Litowitz Family has offered to, at their expense, commission a Phase Two Environmental Review by an independent expert; and

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

Section 1. The City Council hereby acknowledges the proposed donation of land located northwest of 16th Street East and West Valley Highway, specifically Tax Parcel Numbers 042002-4021 and 042002-4054, and thanks the Litowitz Family for their kind offer and personal expenditure for the Phase Two study.

Section 2. The City Council reaffirms their interest in the offer to receive donated land and will review the Phase Two Environmental findings, if any.

Section 3. The City Council will consider the results of the environmental reviews, staff proposal, and other relevant data to help them fully apprise the offer in a study session within sixty (60) days after receipt of the Phase Two Environmental Review.

Section 4. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 8TH DAY OF OCTOBER, 2019

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk