CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA

Tuesday, August 17, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. **CALL TO ORDER**
   Roll Call, Pledge of Allegiance
2. **COUNCIL BUSINESS**
   - **A.** Edgewood Experience – Meet the Students
   - **B.** Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)
   - **C.** Discussion – Development Review
   - **D.** Discussion – Ordinance – GSP Phase 1 Map Amendment
   - **E.** Discussion – Ordinance – Title 18 Streetscapes Code Amendments
   - **F.** Discussion – Resolution – East Pierce Fire & Rescue Interlocal Agreement
   - **G.** Discussion – Retail Strategies
3. **OTHER COUNCIL ITEMS**
4. **ADJOURN**

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

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

City Of Edgewood
Council Agenda Summary Sheet

Subject: Edgewood Experience – Meet the Students	**Agenda Item #:**
	For Agenda of: 8/17/2021
	Prepared by: Evan Hietpas
Attachments (list):	

Approval of Materials: Evan Hietpas Rachel Pitzel 8/12/2021 Dave Gray 8/12/2021 Daryl Eidinger 8/12/2021	**Expenditure Required:** $8,100
	Amount Budgeted: $8,100
	Timeline: 05/04/21: Study Session 08/17/21: Study Session

Summary Statement:
The "Edgewood Experience" is an educational program for local high school students. This program was developed this year to achieve several desired outcomes:
1. Provide a means for employees to give back to their community;
2. Provide an understanding of the multiple responsibilities that local government serves in society;
3. Provide important professional skills and job training;
4. Promote possible career opportunities in local government;
5. Promote historically underserved students; and
6. Protect the choice of students who want to become active citizens in their communities.

To develop the Edgewood Experience, the City partnered with five local high schools (Chief Leschi, Fife, Puyallup, Sumner, and Walker). Representatives from each school nominated one student to participate this summer. City Council's recent efforts to promote equity, diversity, and inclusion formed the foundation for the selection criteria. The goal was to ensure that the five participants had not been exposed to government work or had the opportunity for summer employment. In addition, we sought out students who will not only succeed in the program for themselves, but they will contribute as partners in this program to help us run, improve, and grow the Edgewood Experience for years to come. The group of students have spent six weeks with staff to take a behind-the-scenes look at how cities operate. City staff has shared their job knowledge, experience working in government, and the special culture of the organization.

As this program comes to end on August 18th, the five students have an opportunity to present at a City Council meeting. The students have reflected on their experience and worked collaboratively with Associate Planner Evan Hietpas to present their key takeaways from this first year. The input shared at this meeting will inform City Council and staff about future community engagement efforts, including Edgewood Experience 2022.

Item History:
May 4, 2021 Study Session Discussion

Recommended Action:
Presentation Only

Fiscal Note/Consideration:
Each student is being paid $15 per hour. The program is a total of 108 hours at 18 hours per week for 6 weeks total, which calculates to $1,620 per student (x5 students = $8,100).

City Of Edgewood
Council Agenda Summary Sheet

Subject: Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)	**Agenda Item #:**
	For Agenda of: 8/17/2021
	Prepared by: Daryl Eidinger
Attachments (list):	

Approval of Materials: Daryl Eidinger Rachel Pitzel 8/9/2021 Dave Gray 8/10/2021 Daryl Eidinger 8/10/2021	**Expenditure Required:** **Amount Budgeted:** **Timeline:** Topic to be added to all future Study Sessions (see item history below)

Summary Statement:
City Council is committed to creating a stronger and more inclusive community and believe that equity, diversity and inclusion is essential for our present and our future.

Item History:
For the next study session, the subcommittee would like to request that everyone watch the 6 minute video linked below, "The Disturbing History of the Suburbs." The 21 Day Racial Equity Challenge watch list describes this video as "An Adam Ruins Everything episode that quickly and humorously educates how redlining came to be." https://www.youtube.com/watch?v=ETR9qrVS17g

Council has asked that this topic be a discussion item at all future study sessions for the foreseeable future.
Council has discussed Equity, Diversity and Inclusion trainings and planning at the following meetings:
09/01/2020 Study Session
09/15/2020 Study Session
09/29/2020 Study Session
10/06/2020 Study Session
10/20/2020 Study Session
11/03/2020 Study Session
11/24/2020 Study Session
12/05/2020 Part l - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
12/12/2020 Part ll - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood
01/05/2021 Study Session
01/19/2021 Study Session
02/08/2021 Council Subcommittee Meeting
02/16/2021 Study Session
03/08/2021 Council Subcommittee Meeting
03/16/2021 Study Session
03/30/2021 Study Session

04/06/2021 Study Session
04/12/2021 Council Subcommittee Meeting
04/20/2021 Study Session
05/04/2021 Study Session
05/10/2021 Council Subcommittee Meeting
05/11/2021 Regular Council Meeting to discuss alternates to Subcommittee
05/18/2021 Study Session
06/01/2021 Study Session
06/08/2021 Council Subcommittee Meeting
06/15/2021 Study Session
06/29/2021 Study Session
07/06/2021 Study Session
07/13/2021 Council Subcommittee Meeting
07/20/2021 Study Session
08/03/2021 Study Session

Recommended Action:
N/A

Fiscal Note/Consideration:
N/A

City Of Edgewood
Council Agenda Summary Sheet

Subject: Discussion – Development Review	**Agenda Item #: 2.C**
	For Agenda of: 8/17/2021
	Prepared by: Emily Arteche

Attachments (list):
1. 2021 Permit Inspection Tally
2. August Plat Construction Report
3. Monthly Projects - Council Summary

Approval of Materials:		**Expenditure Required:**
Emily Arteche		N/A
Rachel Pitzel	8/11/2021	**Amount Budgeted:**
Dave Gray	8/12/2021	N/A
Daryl Eidinger	8/12/2021	**Timeline:**
		Reoccuring

Summary Statement:
The City's Community & Economic Development (CED) Department is entrusted by city council, citizens, and the State of Washington to provide growth management and development review, neighborhood preservation and revitalization, property inspection and maintenance, and other programs and business development services necessary to ensure health, safety, and quality of life to Edgewood residents. To carry out these responsibilities, CED staff members perform numerous customer interactions, code interpretations, permitting functions, project permit reviews, on-site inspections, code enforcement, and multiple other functions.

To summarize the departmental functions, staff created several reports to provide monthly status updates regarding the flow of project permits and inspections. These reports are attached to this agenda bill each month. In addition, the CED Dashboard is available for viewing online: https://edgewood-wa.maps.arcgis.com/apps/dashboards/6bbcef192696453796fd56c7cc928217

On a rotating basis, one of the three division managers from CED will present a quarterly update regarding their specific work group--in addition to the monthly reports.

Item History:
Development Review occurs on the 2nd Study Session of each month

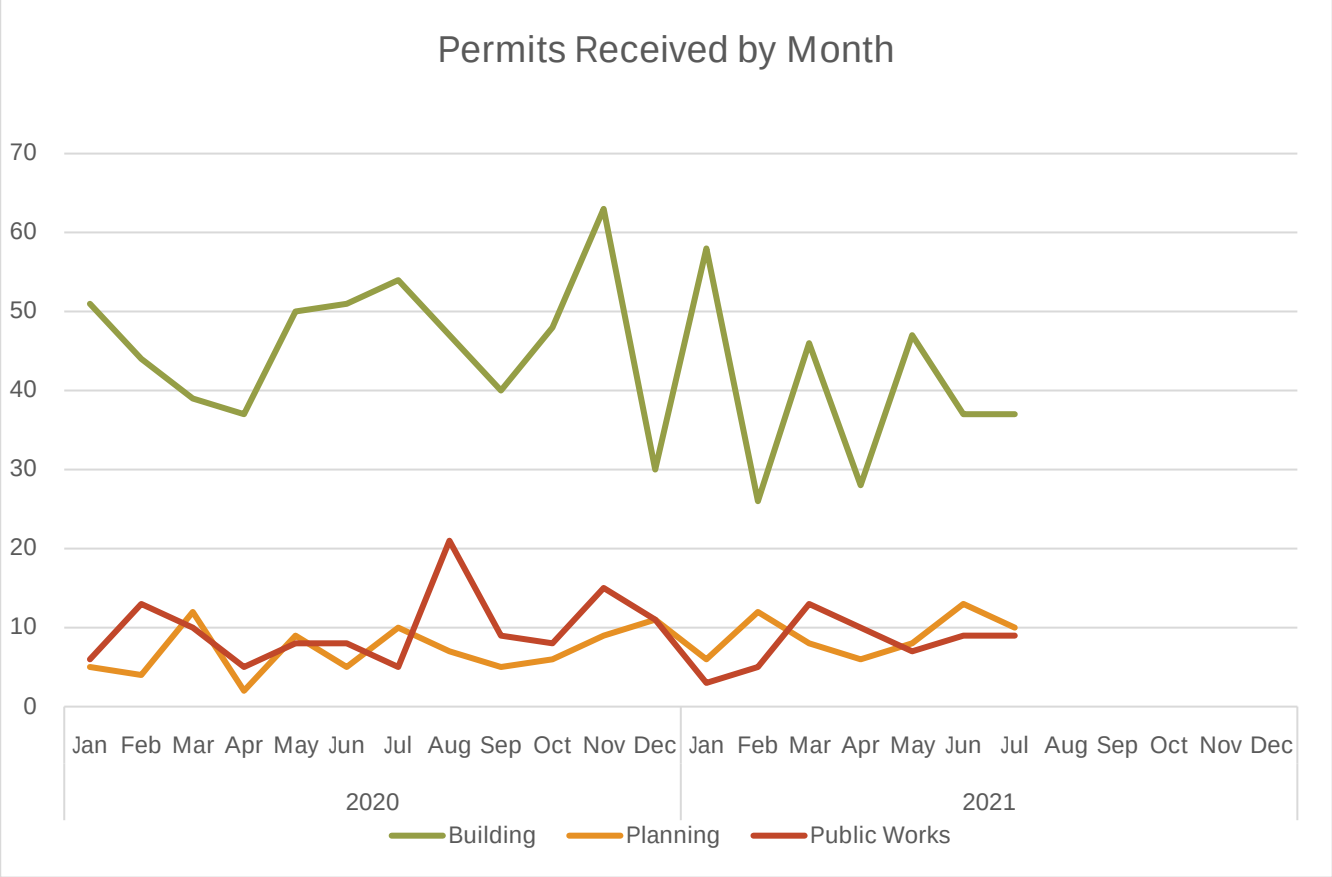
Recommended Action:
Hold a discussion and provide staff direction to Development Review

Fiscal Note/Consideration:
N/A

Jul 2021

Monthly Development Report

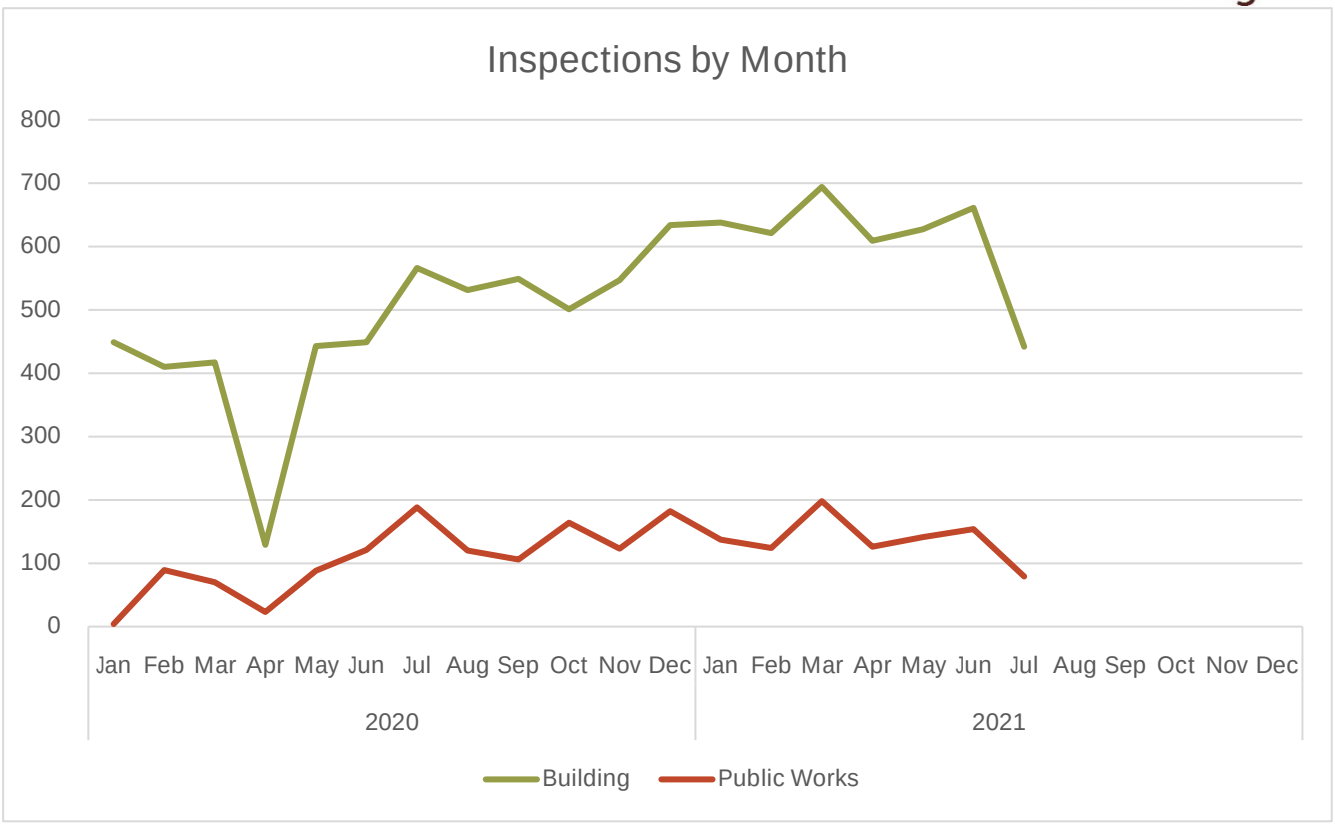
EDGEWOOD Washington



Permits	Building		Planning		Public Works	
	Received	Issued	Received	Issued	Received	Issued
Jul 2021	37	21	10	2	9	4
Jul 2020	54	32	10	1	5	5
Average 2021	40	37	9	3	8	7
Average 2020	47	30	7	3	8	6
YTD 2021	279	262	63	19	56	50
YTD 2020	326	212	47	19	55	45
	Building		Planning		Public Works	
	Month	Received	Month	Received	Month	Received
Highest Month 2021	Jan	58	Jun	13	Mar	13
Highest Month 2020	Nov	63	Mar	12	Aug	21

Jul 2021

Monthly Development Report



Inspections	Building		Public Works	
Jul 2021	442		79	
Jul 2020	566		188	
Average 2021	613		137	
Average 2020	469		107	
YTD 2021	4292		959	
YTD 2020	2863		583	
	Building		Public Works	
	Month	Insp.	Month	Insp.
Highest Month 2021	Mar	694	Mar	198
Highest Month 2020	Dec	634	Jul	188

Plat Construction Tracking Report- August 2021

Preliminary Plat					Site Development	Final Plat		Buildout		
Submitted	Project	Address	Total Lots	Status	Status	Status	Lots Recorded	Completed Homes #	Completed Homes %	Completion Date
2021	BREYER SHORT PLAT	2114 95TH AVCT E	5	APPLICATION						
2020	HUNTINGTON SHORT PLAT	9605 18TH STCT E	3	APPROVED	APPLICATION					
	CONNOLY SHORT PLAT	1711 122ND AV E	3	APPLICATION						
	TEBALDI SHORT PLAT	4625 126TH AV E	2	APPROVED	N/A					
	PADEN SHORT PLAT	1302 114TH ST E	2	APPROVED						
	HARRISON SHORT PLAT	12121 42ND ST E	2	APPROVED	FINALED	**APPLICATION**				
	PHILLIPS RIDGE SUBDIVISION	XXX 86TH AVCT E	14	APPROVED	ISSUED					
	DODDS SHORT PLAT	4902 EDGEWOOD DR E	2	APPROVED	N/A	APPLICATION				
	SMITH SHORT PLAT	2506 117TH AV E	2	APPLICATION						
2019	BJERK SHORT PLAT	9815 31ST ST E	2	APPROVED	N/A	APPROVED	2	1	50%	
	ESTATES ON CALDWELL SUBDIVISION	XXX CALDWELL RD E	6	APPROVED	FINALED	APPLICATION				
	JENNA ACRES SHORT PLAT	1419 114TH AV E	4	APPROVED	APPLICATION					
	SELLERS SHORT PLAT	11215 13TH ST E	2	APPROVED						
	WAGNER SHORT PLAT	11226 18TH ST E	3	APPROVED	APPLICATION					
	RAMSAUR SHORT PLAT	9505 24TH ST E	4	APPROVED	N/A	APPROVED	4	1	25%	
	BECKER SHORT PLAT	4122 CALDWELL RD E	2	APPROVED	APPLICATION	APPROVED	2	1	50%	
2018	BARTH SUBDIVISION	XXX 96TH AV E	37	APPROVED	ISSUED					
	T GARRETT SHORT PLAT	10412 36TH ST E	2	APPROVED	FINALED	APPROVED	2	1	50%	
	GRUBB SHORT PLAT	12325 48TH ST E	3	APPROVED						
	HEART & SOUL SHORT PLAT	9725 18TH STCT E	4	APPROVED	FINALED	APPROVED	4	1	25%	
	MICKELSON SUBDIVISION	2804 90TH AV E	10	APPROVED	APPLICATION					
	CHUMAKIN SHORT PLAT	2005 112TH AV E	4	APPROVED	FINALED	APPROVED	4	1	25%	
	BEREZNYOV SHORT PLAT	8904 20TH ST E	4	APPROVED	APPLICATION					
	ABEL SHORT PLAT	12321 16TH ST E	6	APPROVED	ISSUED	APPLICATION				
2017	CIRILIUM (RESERVE AT HILLCREST) SUBDIVISION	12311 31ST ST E	18	APPROVED	FINALED	APPROVED	18	2	11%	
	WOLF POINT SUBDIVISION	XXX MERIDIAN AV E	56	APPROVED	ISSUED					
	GAGNON SHORT PLAT	2620 110TH AV E	2	APPROVED	FINALED	APPROVED	2	1	50%	
2016	VOLENTE SUBDIVISION	8626 33RD ST E	15	APPROVED	ISSUED	APPROVED	15	0		
	DOMUS TOWNHOMES PRD (THE WOODLANDS)	10525 11TH ST E	55	APPROVED	FINALED	APPROVED	55	17	31%	
	EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 2	8224 20TH ST E	67	APPROVED	FINALED	APPROVED	67	49	73%	
	GERVAIS SHORT PLAT	1607 112TH AVE E	3	APPROVED	APPROVED					
	NORTHWOOD ESTATES WEST SUBDIVISION- PHASE 2	9623 24TH ST E	41	APPROVED	APPLICATION					
	PASCOLO ESTATES SUBDIVISION	2806 117TH AVE CT E	19	APPROVED	FINALED	APPROVED	19	2	11%	
	EDGEWOOD TERRACE SUBDIVISION	2907 122ND AVE E	28	APPROVED						
2015	NICKLAUS (ASTER POINT) SUBDIVISION	2305-2307 94TH AVE CT E	38	APPROVED	FINALED	APPROVED	38	16	42%	
	CALIBER SHORT PLAT	3312 106TH AVE E	6	APPROVED	FINALED	APPROVED	6	4	67%	
	EDGEWOOD ESTATES SUBDIVISION	12220 12TH ST E	14	APPROVED	ISSUED	APPLICATION				
	VIEW POINTE SUBDIVISION	10413 13TH ST E	44	APPROVED	FINALED	APPROVED	44	43	98%	
	MAPLE GROVE SUBDIVISION	2613 87TH AVE CT E	8	APPROVED	FINALED	APPROVED	8	6	75%	
	CURRAN ESTATES SUBDIVISION	412 114TH AVE E	9	APPROVED	FINALED	APPROVED	9	2	22%	
2014	LISITSYN SHORT PLAT	11120 COUNTY LINE RD E	6	APPROVED	FINALED	APPROVED	6	3	50%	
2013	WESTRIDGE SUBDIVISION	FREEMAN RD	290	APPROVED	FINALED	APPROVED	284	256	90%	

Pending Projects - Planning and Engineering Permits

38 Permits

Exported: 08/01/2021

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
ADMIN USE PERMIT (AUP)								
21-1349	Wendy Bell	12021 48TH ST E	420147034	PLANNING	ADMIN USE PERMIT (AUP)	APPLICATION	07/29/2021	07/29/2021
BLA								
21-1144	PROLOGIS PARK BLA	4120 90TH AV E	420163702	PLANNING	BLA	WAITING ON REVISIONS	03/24/2021	07/14/2021
CLEAR AND GRADE								
21-1111	K.M.S DRIVEWAY	8217 34TH ST E	420175007	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	03/04/2021	04/01/2021
21-1298	PROLOGIS PARK PHASE I CLEAR AND GRADE	4120 90TH AVE E	420163702	ENGINEERING	CLEAR AND GRADE	UNDER REVIEW	06/29/2021	07/27/2021
21-1317	Franz	2920 122ND AVE E	420117029	ENGINEERING	CLEAR AND GRADE	APPLICATION	07/11/2021	07/11/2021
CODE UPDATES AND CHANGES								
21-1188	TRAFFIC CONCURRENCY THRESHOLD CODE AMENDMENT			PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	04/28/2021	07/15/2021
21-1237	TRAFFIC IMPACT FEES CODE AMENDMENT			PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	05/24/2021	07/29/2021
21-1323	STREETSCAPES CODE AMENDMENT			PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	07/12/2021	07/15/2021
21-1324	TRANSITIONAL AND SUPPORTIVE HOUSING CODE AMENDMENT			PLANNING	CODE UPDATES AND CHANGES	APPLICATION	07/12/2021	07/15/2021
CONDITIONAL USE PERMIT (CUP)								
21-1275	VIEW POINTE RV CUP	10315 12TH STREET CT E	420037059	PLANNING	CONDITIONAL USE PERMIT (CUP)	INCOMPLETE	06/15/2021	07/07/2021
DESIGN STAND REVIEW								
20-1348	DHALIWAL TC LANDING DESIGN STANDARDS REVIEW	1914 MERIDIAN AV E	420091134	PLANNING	DESIGN STAND REVIEW	WAITING ON REVISIONS	07/13/2020	07/26/2021
PRE APP								
21-1169	OLYMPIC ROCKERIES PRE-APPLICATION	12620 JOVITA BLVD E	420021022	PLANNING	PRE APP	INCOMPLETE	04/09/2021	07/22/2021
21-1271	IVANTSOV SHORT PLAT PRE-APP	2608 95TH AVE E	420098073	PLANNING	PRE APP	UNDER REVIEW	06/11/2021	07/29/2021
SHORT PLAT - FINAL								
21-1213	ABEL SHORT PLAT FINAL PLAT	12205 TO 12335 16TH ST E	420027043	PLANNING	SHORT PLAT - FINAL	WAITING ON REVISIONS	05/11/2021	07/26/2021
21-1287	HARRISON SHORT PLAT FINAL PLAT	12121 42ND ST E	420143110	PLANNING	SHORT PLAT - FINAL	WAITING ON REVISIONS	06/22/2021	07/27/2021
21-1290	HNW HUNTINGTON SHORT PLAT FINAL PLAT	9605 18TH STREET CT E	420091127	PLANNING	SHORT PLAT - FINAL	INCOMPLETE	06/23/2021	07/27/2021
SHORT PLAT - PRELIMINARY								
20-1034	SMITH SHORT PLAT PRELIMINARY PLAT	2506 117TH AV E	420108013	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	01/23/2020	07/19/2021
20-1533	CONNOLLY SHORT PLAT PRELIMINARY SHORT PLAT	1711 122ND AV E	420112155	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	10/26/2020	06/22/2021
21-1170	BREYER SHORT PLAT PRELIMINARY PLAT	2110 TO 2114 95TH AVCT E	420095023	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	04/09/2021	07/13/2021
SITE DEVELOPMENT								
17-1527	NORTHWOOD ESTATES WEST PHASE II SITE DEVELOPMENT	9609 24TH ST E	420091136	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	12/05/2017	04/23/2021
19-1401	BEREZNYOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	420096012	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	08/16/2019	04/20/2021

Pending Projects - Planning and Engineering Permits

38 Permits

Exported: 08/01/2021

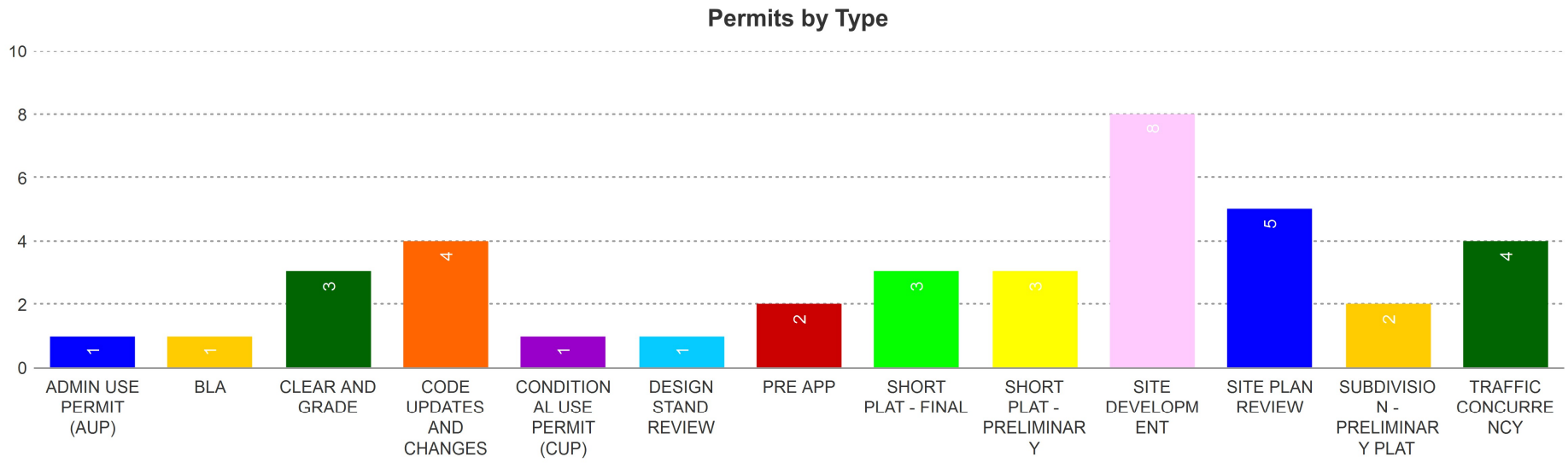
Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
20-1131	WAGNER SHORT PLAT SITE DEVELOPMENT	11226 18TH ST E	9770000069	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	03/18/2020	07/15/2021
20-1236	JENNA ACRES SHORT PLAT SITE DEVELOPMENT	1419 114TH AV E	420034061	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	05/20/2020	03/04/2021
20-1568	EAST PIERCE FIRE STATION 118 SITE DEVELOPMENT	10105 24TH ST E	420091025	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	11/06/2020	05/05/2021
20-1624	DHALIWAL TC LANDING SITE DEVELOPMENT	1914 MERIDIAN AV E	420091134	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	11/30/2020	07/30/2021
20-1657	MICKELSON SUBDIVISION SITE DEVELOPMENT	2804 90TH AV E	420093089	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	12/22/2020	03/12/2021
21-1017	THE LEARNING EXPERIENCE SITE DEVELOPMENT	527 MERIDIAN AV E	420036070	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	01/15/2021	04/21/2021
SITE PLAN REVIEW								
21-1031	PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	4120 90TH AV E	420163702	PLANNING	SITE PLAN REVIEW	UNDER REVIEW	01/22/2021	07/19/2021
21-1090	1315 MERIDIAN SITE PLAN REVIEW	1315 TO 1327 MERIDIAN AV E	7420000013	PLANNING	SITE PLAN REVIEW	WAITING ON REVISIONS	02/11/2021	07/30/2021
21-1307	EDGEWOOD HEIGHTS LANDSCAPE REVISION SITE PLAN REVIEW	10303 20TH ST E	420106034	PLANNING	SITE PLAN REVIEW	INCOMPLETE	07/01/2021	07/19/2021
21-1320	VIBE SALON SITE PLAN REVIEW	10124 18TH STREET CT E	3630000090	PLANNING	SITE PLAN REVIEW	INCOMPLETE	07/12/2021	07/19/2021
21-1348	Meridian Apartments	XXX 29TH ST E	3625000372	PLANNING	SITE PLAN REVIEW	APPLICATION	07/29/2021	07/29/2021
SUBDIVISION - PRELIMINARY PLAT								
21-1282	WINDMILL PARK TOWNHOMES SUBDIVISION PRELIMINARY PLAT	3117 MERIDIAN AVE E	420103072	PLANNING	SUBDIVISION - PRELIMINARY PLAT	INCOMPLETE	06/17/2021	07/13/2021
21-1322	PHILLIPS RIDGE PLAT MODIFICATION	XXX 86TH AVENUE CT E	420081040	PLANNING	SUBDIVISION - PRELIMINARY PLAT	APPLICATION	07/14/2021	07/29/2021
TRAFFIC CONCURRENCY								
21-1167	29TH ST APARTMENTS TRAFFIC CONCURRENCY	XXX 29TH ST E	3625000372	ENGINEERING	TRAFFIC CONCURRENCY	UNDER REVIEW	04/07/2021	05/21/2021
21-1192	BRIDGE POINT TRAFFIC CONCURRENCY	XXX 98TH AV E	420164096	ENGINEERING	TRAFFIC CONCURRENCY	UNDER REVIEW	04/29/2021	06/02/2021
21-1214	NWP MERIDIAN TRAFFIC CONCURRENCY	3117 MERIDIAN AV E	420103072	ENGINEERING	TRAFFIC CONCURRENCY	UNDER REVIEW	05/11/2021	07/20/2021
21-1319	Viewpointe	10315 12TH STREET CT E	420037059	ENGINEERING	TRAFFIC CONCURRENCY	APPLICATION	07/12/2021	07/12/2021

Pending Projects - Planning and Engineering Permits

38 Permits

Exported: 08/01/2021

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity



City Of Edgewood
Council Agenda Summary Sheet

Subject: Discussion – Ordinance – GSP Phase 1 Map Amendment	**Agenda Item #: 2.D** **For Agenda of: 8/17/2021** **Prepared by: Jeremy Metzler**

Attachments (list):

1. 21-1335_ SEPA DNS AdoptionAddendum_Edgewood GSP Phase I Map Amendment
2. DRAFT Ordinance 21-xxxx - GSP Map update 8.5.21
3. ES-1 ZoningMap (8.5x11)
4. ES-2
5. ES-3
6. First amendment to ILA between City and LWSD
7. Proposed Exhibit C-1

Approval of Materials:		**Expenditure Required:**
Jeremy Metzler		N/A
Rachel Pitzel	8/12/2021	**Amount Budgeted:** N/A
Dave Gray	8/12/2021	
Daryl Eidinger	8/12/2021	**Timeline:** 08/17/2021 SS 08/24/2021 RCM

Summary Statement:

Council authorized a contract with Gray & Osborne, Inc. (G&O) to update the City's General Sewer Plan (GSP) in August 2019 by Resolution 19-0470. Staff has been working with G&O since that date to collect data, analyze tributary basins, and evaluate the existing system's capacity. We have confirmed the existing system has capacity to serve all of the Phase 1 area as presently mapped, as well as portions of Phase 2. While it has taken longer than anticipated, Staff continues working with G&O on the updated GSP draft, is working with adjacent agencies to confirm availability and capacity in their systems to serve portions of Edgewood, and hope to have something for review soon.

During the process of updating the GSP, staff also discovered several parcels adjacent to the Phase 1 service area have been rezoned since the service area map was originally generated, now being zoned either SF-5, C or MUR, and development of these parcels is significantly hindered by the present lack of sewer availability. Therefore, as capacity exists, staff proposes amending the Phase 1 service area map to include these parcels. Attached is the recently issued SEPA Determination of Nonsignificance (DNS), including a map showing the proposed updates and Environmental Checklist, as well as a draft ordinance for said map change.

This action also requires an amendment to the Interlocal Agreement (ILA) with Lakehaven Water & Sewer. The draft ILA amendment is also attached for Council review and consideration, for potential action at a future regular council meeting. City Staff are working with Lakehaven Staff to coordinate their Board's consideration and action.

The Council held a public hearing on this item at last week's regular meeting, where no public comments were received.

Item History:
05/04/2021 SS
08/03/2021 SS
08/10/2021 RCM PH

Recommended Action:
Hold a discussion and provide staff guidance regarding Discussion – Ordinance – GSP Phase 1 Map Amendment

Fiscal Note/Consideration:
N/A

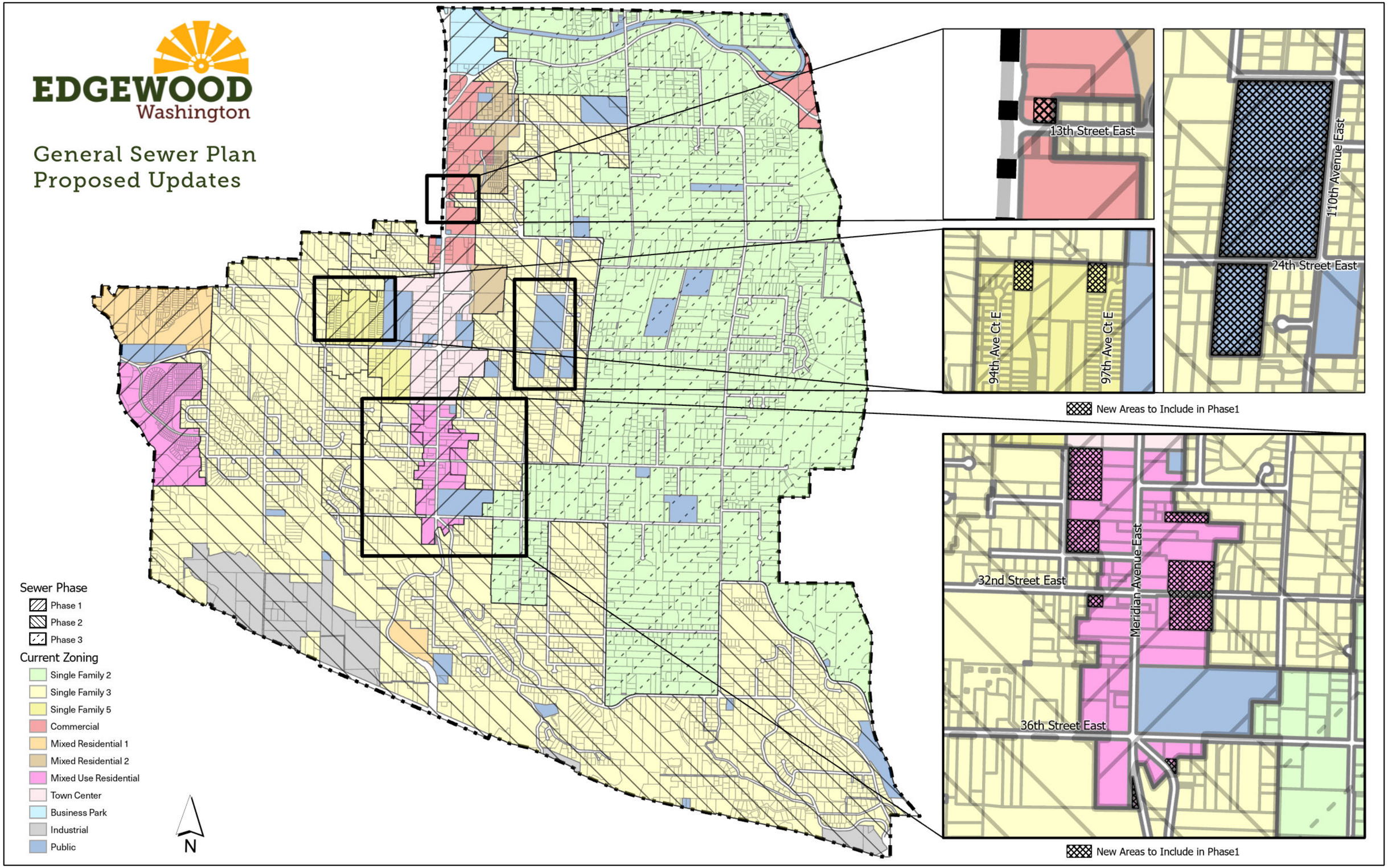
Determination of Nonsignificance (DNS) Adoption/Addendum

City of Edgewood ■ 2224 104th Ave East ■ Edgewood, Washington 98372-1513 ■ 253-952-3299

Date of Issuance:	July 26, 2021
Proposal Name:	City of Edgewood General Sewer Plan, Phase I Map Amendment
File No.:	21-1335
Lead Agency:	City of Edgewood
Staff Contact:	Morgan Dorner, Senior Planner | (253) 831-4252 | morgan@cityofedgewood.org
Applicant:	City of Edgewood Public Works Department
Location:	North and south of 24th Street East, at the intersection of 24th Street East and 110th Avenue East, Edgewood, WA 98372
Project Description:	Adopting the City of Edgewood General Sewer Plan DNS and amending the Phase I service area map to establish a Phase I boundary consistent with the boundaries of zoning districts that were established in 2015 with the adoption of the City's current Comprehensive Plan.
Existing Environmental Documents:	City of Edgewood General Sewer Plan, dated June 14, 2007; City of Edgewood Comprehensive Plan Update, dated March 25, 2015;
Document being adopted:	Determination of Nonsignificance (DNS) City of Edgewood General Sewer Plan, prepared by City of Edgewood, issued April 23, 2007
Description of document being adopted:	Adoption of the City's General Sewer Plan; a non-project action used in planning the development of sanitary sewer in three phases.
Addendum to DNS:	As provided WAC 197-11-600(4)(c) and Part Six WAC 197-11-625 Addenda-Procedures this addendum provides additional information and analysis that does not substantially change the environmental analysis and alternatives in the original DNS. The City has identified and adopted the existing DNS as being appropriate for this proposal after independent review. The document meets our environmental review needs for the current proposal and will accompany the proposal to the decision maker. This DNS Adoption/Addendum is issued under WAC 197-11-340(2). No appeal period has been provided. Responsible SEPA Official: Responsible Official Signature — Date: 22 JUL 2021 Darren Groth, Community and Economic Development Director, 2224 104th Ave E, Edgewood, WA 98372, Ph: (253) 952-3299
Documents available:	Documents associated with this proposal will be made available upon request.

EDGEWOOD
Washington

General Sewer Plan
Proposed Updates



City of Edgewood
2221 Meridian Avenue East, Edgewood WA 98371-1010
Phone: (253) 952-3299 Fax: (253) 952-3537

Determination of Nonsignificance (DNS)

FILE NUMBER: 2100

DESCRIPTION OF PROPOSAL: Adoption of the City's General Sewer Plan. The General Sewer Plan is a non-project action used in planning the development of the sanitary sewer in the City's service area. The sanitary sewer service area has been divided into three phases according to the order in which areas of the City will be provided sewers.

LOCATION: City of Edgewood Municipal Boundaries

PROPONENT: City of Edgewood

LEAD AGENCY: City of Edgewood

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed SEPA Environmental Checklist and other information on file with the lead agency. This information is available to the public on request.

CONCLUSIONS OF RESPONSIBLE OFFICIAL:

The Responsible Official concludes that pursuant to Washington Administrative Code (WAC) 197-11-340(2), a Determination of Nonsignificance (DNS) may be issued. This conclusion is based on staff review of the SEPA Environmental Checklist and applicable environmental documents.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below.

Responsible Official: Henry J. Lawrence, Jr.
Position/Title: City Manager
Address: 2221 Meridian Avenue East, Edgewood, WA 98371

Publication Date: April 26, 2007
Deadline for Comments: May 11, 2007
Staff Contact: Robert J. Grumbach, AICP, Senior Planner
Dave Lorenzen, P.E., Public Works Director
Phone: (253) 952-3299

Date 4/23/07 **Signature** _____
Responsible Official

EVALUATION FOR
AGENCY USE ONLY

City of Edgewood, Washington
Department of Community Development
2221 Meridian Avenue East, Edgewood, WA 98371
Phone (253) 952-3299 ♦ Fax (253) 952-3537

Environmental Checklist Application

Project Number: 2100 (General Sewer Plan)
File Type: Non-project Action
Project Lead: Robert Grumbach
Site Address: Citywide

Fee Collected: ❒ yes ❒ no / Amount $
Application Date: Not Applicable
Related File:
Related File # 1034

TO BE COMPLETED BY STAFF

PROJECT #: **2622 (2005 Comprehensive Plan Amendments)** RECEIVED BY: **R. Grumbach, AICP**
DATE: FEE: **None**

A. STAFF REVIEW DETERMINED THAT PROJECT:

_____Meets the categorically exempt criteria.

__X__ Has no probable significant adverse environmental impact(s) and application should be processed without further consideration of environmental effects.

_____Has probable, significant impact(s) that can be mitigated through conditions. EIS not necessary.

_____Has probable, significant adverse environmental impact(s).
An Environmental Impact Statement will be prepared.

_____An Environmental Impact Statement for this project has already been prepared.

Signature of Responsible Official _____ Date 4/23/07

B. COMMENTS: _____

C. TYPE OF PERMIT OR ACTION REQUESTED: **Approval of City's General Sewer Plan**

D. ZONING DISTRICT: **City-wide**

EVALUATION FOR
AGENCY USE ONLY

TO BE COMPLETED BY APPLICANT

A. **BACKGROUND INFORMATION**:

1. Name of Project: **City of Edgewood General Sewer Plan**

2. Name of Applicant: **City of Edgewood**

   Mailing Address: **2221 Meridian Avenue East, Edgewood, WA 98371**

   Contact Person: **Dave Lorenzen, P.E., Public Works Director** Phone: **253-952-3299**

3. Applicant is (owner, agent, other): **Public Works Director for the City of Edgewood**

4. Name of Legal Owner: **Same as applicant** Phone: **Same**

   Mailing Address: **Same**

5. Location. Give general location of proposed project *(street address or nearest intersection streets: section, township and range)*.

   All lands within the City of Edgewood municipal boundaries

6. Legal description and parcel number
   a. Legal description *(attach as separate sheet if necessary)*: **All parcels within the City of Edgewood**

   b. Parcel number: **Not Applicable – Non-Project Action**

7. Existing conditions: Give a general description of the property and existing improvements, size, topography, vegetation, soil, drainage, natural features, etc. *(attach as separate sheet if necessary).*

   The City of Edgewood is located within the northern section of Pierce County. Edgewood borders the City of Sumner to the east, the City of Puyallup to the south, the cities of Milton and Fife to the west and King County to the north. Eighty percent of the City is located on North Hill, a plateau, with the remaining twenty percent located in the Puyallup Valley.

8. Site Area: **8.5 square miles** Site Dimensions: **Not applicable – Non-Project Action**

EVALUATION FOR
AGENCY USE ONLY

9. Project description: Give a brief, complete description of the intended use of the property or project. (Attach site plans as described in the instructions):

The General Sewer Plan is a non-project action used in planning the development of sanitary sewer in the City's service area. The sanitary sewer service area has been divided into three phases according to the order in which areas of the City will be provided with sewers. The City has entered into an agreement to have wastewater services provided by Lakehaven Utility District.

10. Schedule: Describe the timing or schedule (include phasing and construction dates, if possible).

The General Sewer Plan is a three-phase plan to install sewers in the City. Phase I (Meridian Avenue East in Commercial, Mixed Residential, Mixed Use Residential and Town Center corridor is projected to be completed within 20 years. Phase II will begin in 20 years and is projected to be completed 50 years from the beginning of Phase I. Phase III will begin after Phase II.

11. Future Plans: Do you have any plans for future additions, expansion or further activity related to or connected with this proposal? If yes, explain.

Yes. Specific engineering studies will be needed for each phase as that phase develops. See schedule for the phasing of the project.

12. Permits: List all permits for this project from local, state, federal, or other agencies for which you have applied or will apply.

Department of Ecology approval of the General Sewer Plan is required, City of Edgewood construction approval and permits, and permits for construction in the Lakehaven Utility District.

13. Environmental Information: List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The General Sewer Plan Report (2004) prepared for the City by Parametrix. The Ad Hoc Meridian Corridor Task Force Report: "Presentation of Sewer Alternatives" (December 2002). The City of Edgewood Comprehensive Plan Final Environmental Impact Statement (May 2001).

14. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Washington State Department of Ecology Approval is being sought.

EVALUATION FOR
AGENCY USE ONLY

B. **ENVIRONMENTAL ELEMENTS**

1. Earth

a. General description of the site (*circle one*): Flat, rolling, hilly, steep slopes, mountainous, other:

The City contains a total of 5,346 acres. The topography within the City is characterized by rolling hills with slopes measuring between zero and eight percent with scattered depressions or potholes. A prominent slope that forms a portion of the Puyllup and White River Valley walls characterizes the southern and eastern edges of the City. Elevations within the City begin at 20 feet above sea level and rise to approximately 500 feet above mean sea level.

b. What is the steepest slope on the site (*approximate percent slope*)?

Not applicable – Non-Project Action

c. What general types of soils are found on the site (*for example, clay, sand, gravel, peat, muck*)? If you know the classification of agricultural soils, specify them and note any prime farmland.

Not applicable – Non-Project Action

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Not applicable – Non-Project Action

e. Describe the purpose, type and approximate quantities of any filling or grading proposed. Indicate source of fill.

Not applicable – Non-Project Action

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Not applicable – Non-Project Action

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Not applicable – Non-Project Action

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.

Not applicable – Non-Project Action

EVALUATION FOR
AGENCY USE ONLY

2. Air

a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

Not applicable – Non-Project Action

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Not applicable – Non-Project Action

c. Proposed measures to reduce or control emissions or other impacts to air, if any.

Not applicable – Non-Project Action

3. Water

a. Surface:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, salt water, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Not applicable – Non-Project Action

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Not applicable – Non-Project Action

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable – Non-Project Action

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.

Not applicable – Non-Project Action

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Not applicable – Non-Project Action

EVALUATION FOR
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6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable – Non-Project Action

b. Ground:

1) Will ground water be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities, if known.

Not applicable – Non-Project Action

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The General Sewer Plan will lead to the construction of a sanitary sewer system that will eventually eliminate septic systems and reduce discharges into the ground.

c. Water Runoff (including storm water):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not applicable – Non-Project Action

2) Could waste materials enter ground or surface waters? If so, generally describe.

Not applicable – Non-Project Action

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

Not applicable – Non-Project Action

4. **Plants** **Not applicable – Non Project Action**

a. Check or circle types of vegetation found on the site:

_____deciduous tree: alder, maple aspen, other

_____evergreen tree: fir, cedar, pine, other

_____shrubs

_____grass

_____pasture

EVALUATION FOR
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_____crop or grain

_____wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other

_____water plants: water lily, eelgrass, milfoil, other

_____other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Not applicable – Non-Project Action

c. List threatened or endangered species known to be on or near the site.

Not applicable – Non-Project Action

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Not applicable – Non-Project Action

5. Animals

a. Circle any birds and animals, which have been observed on or near the site or are known to be on or near the site:

Not applicable – Non-Project Action

birds: hawk, heron, eagle, songbirds, other:
_____

mammals: deer, bear, elk, beaver, other:
_____

fish: bass, salmon, trout, herring, shellfish, other:
_____

b. List any threatened or endangered species known to be on or near the site.

Not applicable – Non-Project Action

c. Is the site part of a migration route? If so, explain.

Not applicable – Non-Project Action

d. Proposed measures to preserve or enhance wildlife, if any:

Not applicable – Non-Project Action

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not applicable – Non-Project Action

EVALUATION FOR
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b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Not applicable – Non-Project Action

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Not applicable – Non-Project Action

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

Not applicable – Non-Project Action

1) Describe special emergency services that might be required.

Not applicable – Non-Project Action

2) Proposed measures to reduce or control environmental health hazards, if any:

Not applicable – Non-Project Action

b. Noise

1) What types of noise exist in the area, which may affect your project (for example: traffic, equipment operation, other)?

Not applicable – Non-Project Action

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Not applicable – Non-Project Action

3) Proposed measures to reduce or control noise impacts, if any:

Not applicable – Non-Project Action

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties?

Not applicable – Non-Project Action

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b. Has the site been used for agriculture? If so, describe.

Not applicable – Non-Project Action

c. Describe any structures on the site.

Not applicable – Non-Project Action

d. Will any structures be demolished? If so, what?

Not applicable – Non-Project Action

e. What is the current zoning classification of the site?

Not applicable – Non-Project Action

f. What is the current comprehensive plan designation of the site?

Not applicable – Non-Project Action

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable – Non-Project Action

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

Not applicable – Non-Project Action

i. Approximately how many people would reside or work in the completed project?

Not applicable – Non-Project Action

j. Approximately how many people would the completed project displace?

Not applicable – Non-Project Action

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable – Non-Project Action

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

Not applicable – Non-Project Action

EVALUATION FOR
AGENCY USE ONLY

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Not applicable – Non-Project Action

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Not applicable – Non-Project Action

c. Proposed measures to reduce or control housing impacts, if any.

Not applicable – Non-Project Action

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not applicable – Non-Project Action

b. What views in the immediate vicinity would be altered or obstructed?

Not applicable – Non-Project Action

c. Proposed measures to reduce or control aesthetic impacts, if any.

Not applicable – Non-Project Action

11. Light and Glare

a. What type of light or glare will the proposals produce? What time of day would it mainly occur?

Not applicable – Non-Project Action

b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not applicable – Non-Project Action

c. What existing off-site sources of light or glare may affect your proposal?

Not applicable – Non-Project Action

d. Proposed measures to reduce or control light and glare impacts, if any.

Not applicable – Non-Project Action

EVALUATION FOR
AGENCY USE ONLY

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Not applicable – Non-Project Action

b. Would the proposed project displace any existing recreational uses? If so, describe.

Not applicable – Non-Project Action

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.

Not applicable – Non-Project Action

13. Historic and Cultural Preservation

a. Are their any places or objects listed on, or proposed for, national, state or local preservation registers known to be on or next to the site? If so, generally describe.

Not applicable – Non-Project Action

b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

Not applicable – Non-Project Action

c. Proposed measures to reduce or control impacts, if any.

Not applicable – Non-Project Action

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

Not applicable – Non-Project Action

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Not applicable – Non-Project Action

c. How many parking spaces would the completed project have? How many would the project eliminate?

Not applicable – Non-Project Action

EVALUATION FOR
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d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

Not applicable – Non-Project Action

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Not applicable – Non-Project Action

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Not applicable – Non-Project Action

g. Proposed measures to reduce or control transportation impacts, if any.

Not applicable – Non-Project Action

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

Not applicable – Non-Project Action

b. Proposed measures to reduce or control direct impacts on public services, if any.

Not applicable – Non-Project Action

16. Utilities

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other

Not applicable – Non-Project Action

b. Describe the utilities that are proposed for the project, the utilities providing the service, and the general construction activities on the site or in the immediate vicinity, which might be needed.

Not applicable – Non-Project Action

EVALUATION FOR
AGENCY USE ONLY

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

I, Robert Grumbach being duly sworn, declare that I am the contract purchaser, agent or owner of the property involved in this application, and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Dated: 4/23/07 Signature: Robert J Grumbach

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary Public in and for the State of

Washington residing at _____.

Commission Expires _____.

EVALUATION FOR
AGENCY USE ONLY

DO NOT USE THIS SHEET FOR PROJECT ACTIONS

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emission to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposal to eventually construct a sanitary sewer system will decrease the discharges to water by removing wastewaters from the ground and transferring them to a wastewater collection system, which will transport sewerage to a treatment plant. The system could potentially reduce emission to the air by removing waste from any failing septic, if any, in the project area.

Proposed measures to avoid or reduce such increases are:

No increases are anticipated.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

No direct impact is anticipated. Indirect favorable impacts would be the removal of hazardous waste conditions, if any, by the installation of the sanitary sewer system.

Proposed measures to protect or conserve plants, animals, fish, or marine life?

None. This is a non-project action. Any impacts to plants, animals, fish or marine life due to the construction of the sanitary sewer system will be addressed at the time construction permits are submitted.

3. How would the proposal be likely to deplete energy or natural resources?

No impact to energy and natural resources is anticipated.

Proposed measures to protect or conserve energy and natural resources are:

None. This is a non-project action. Any potential depletion of energy and natural resources due to the construction of the sanitary sewer system will be addressed at the time construction permits are submitted.

EVALUATION FOR
AGENCY USE ONLY

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Installation of sanitary sewers is anticipated to have a favorable affect on environmentally sensitive areas by removing any potential for sewerage to enter these areas.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Any direct impacts due to the construction of the sanitary sewer system will be addressed at the time construction permits are submitted. Compliance with EMC Title 14 (Critical Areas) will be required if any critical areas are located within the construction area.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Not applicable – the City does not contain shorelines of statewide significance.

Proposed measures to avoid or reduce shoreline and land use impacts are:

None.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The General Sewer Plan will provide the planning foundation for development of the City's sewer utilities. Installation of sanitary sewers is anticipated to increase demand for Lakehaven Utility District's sewer services as septic systems are abandoned in favor of sanitary sewers. Impact to the transportation services is anticipated to be minimal; limited primarily to maintenance crews.

Proposed measures to reduce or respond to such demand(s) are:

Lakehaven Utility District has treatment capacity to handle the anticipated increase in demand on its facilities generated by the City's Phase I general sewer plan. Future demand will be addressed through Lakehaven Utility's Comprehensive Wastewater System Plan and the City's Phase II and III updates to the General Sewer Plan as they occur. The City may also enter into interlocal agreements with other sanitary sewer service providers.

EVALUATION FOR
AGENCY USE ONLY

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The General Sewer Plan must receive approval by the Department of Ecology. The plan will not conflict with any local, state or federal laws.

ORDINANCE NO. 21-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, CORRECTING BOUNDARIES WTIHIN THE GENERAL SEWER PLAN, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to RCW 35.67.030, the City has adopted a General Sewer Plan ("GSP"); and

WHEREAS, the GSP, Chapter 11.30 of the Edgewood Municipal Code, and the City's Comprehensive Plan provide for a phased approach to the provision of sewer service within the City of Edgewood; and

WHEREAS, the City's 2015 Comprehensive Plan identifies that the Phase I sewer service area is intended for those "parcels along Meridian Ave E and along 24th Street East that are likely to …require sewer service before other areas within the City, based on their zoning designations;" and

WHEREAS, the City has discovered that the Phase I boundaries within the GSP are inconsistent with the boundaries the zoning districts that were established in 2015 with the adoption of the City's current Comprehensive Plan and concurrent rezoning effort; and

WHERAS, City Staff has prepared a correction to the GSP maps to establish a Phase I boundary consistent with the City's established zoning districts; and

WHEREAS, there are two properties immediately north and south of 24th Street East, at or near the intersection of 24th Street East and 110th Avenue East that are currently being provided sewer service and therefore, should be included within the GSP Phase I boundaries to accurately reflect the actual status of these properties; and

WHEREAS, the City has sufficient sewer capacity to serve the entire area within the current zoning districts, for inclusion within GSP Phase I boundaries as proposed to be corrected; and

WHEREAS, the City reviewed the existing determination of nonsignificance (DNS) and environmental analysis from the Edgewood General Sewer Plan, issued April 23, 2007, and determined that the document meets the City's current environmental review needs for amending the Phase I sewer service area map for consistency and does not substantially change the environmental analysis, and therefore adopted the existing threshold determination and issued a DNS adoption/addendum on July 26, 2021; and

WHEREAS, the City held a public hearing on the proposed map corrections on August 10, 2021; and

WHEREAS, the City Council of the City of Edgewood finds it in the interest of the public health and safety to amend the City's General Sewer Plan to correct the Phase I boundaries;

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

Section 1. General Sewer Plan, Phase I Boundaries, Corrected. The City of Edgewood General Sewer Plan is hereby corrected to replace Figures ES-1, ES-2, and ES-3 as shown in the attached Exhibit A, which is adopted and incorporated by reference.

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

Section 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. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 24TH DAY OF AUGUST, 2021

_____
Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

_____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

_____
City Attorney, Ann Marie J. Soto

Date of Publication:
Effective Date:

DRAFT

Exhibit A
Replacement Figures ES-1, ES-2 and ES-3

DRAFT

Figure ES-1
Zoning

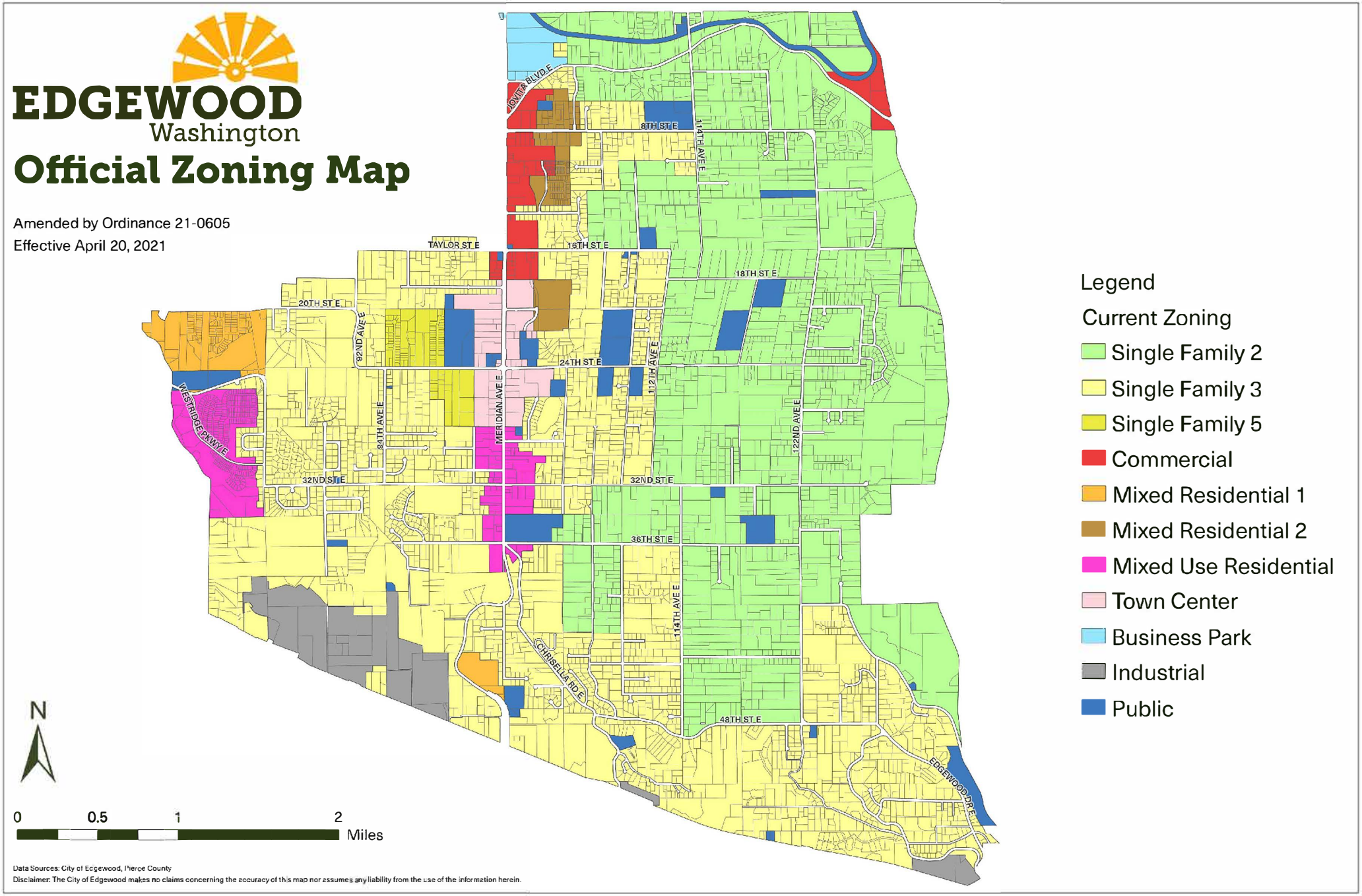
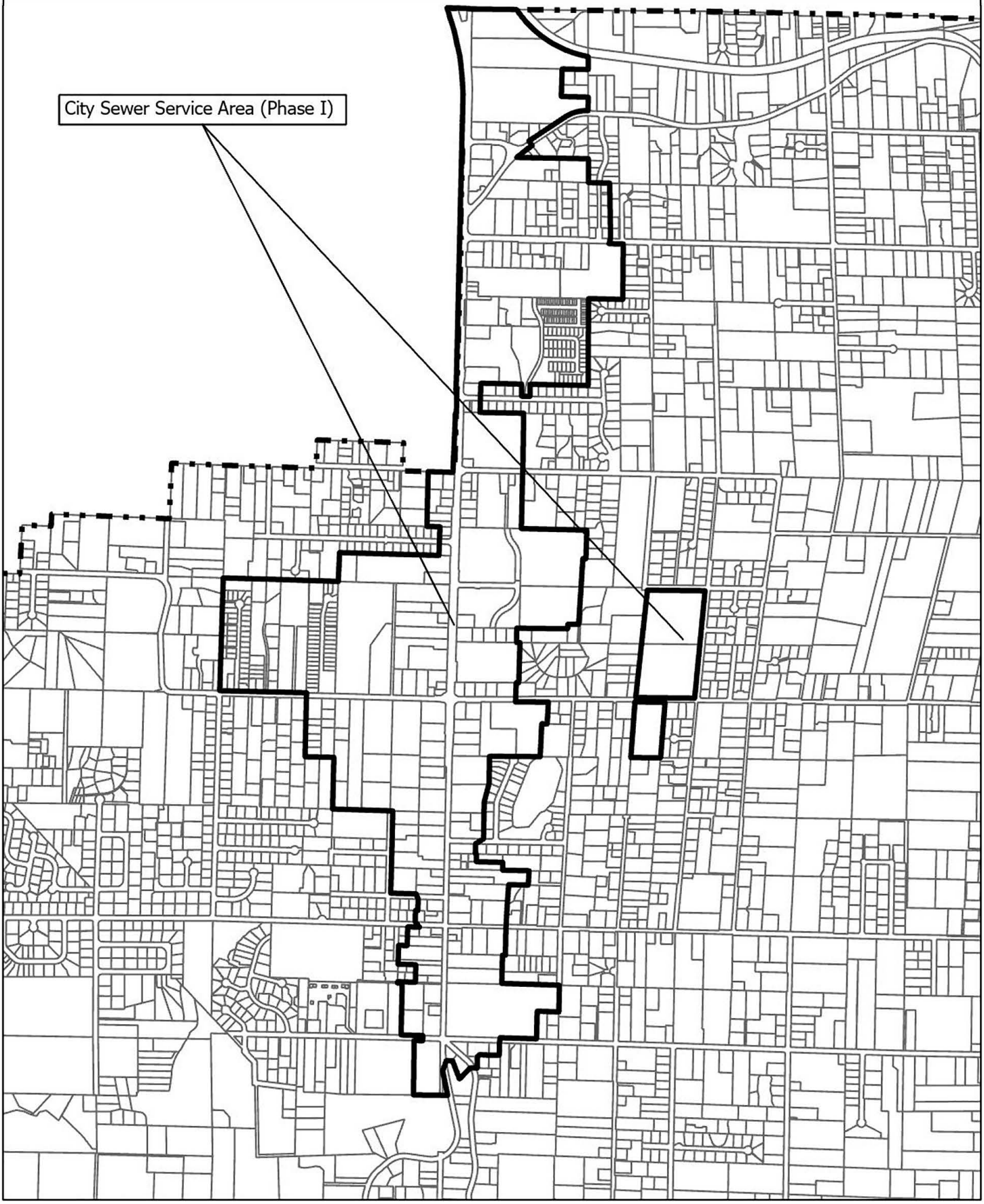


Figure ES-2

Phase 1 Core Area (Lakehaven)

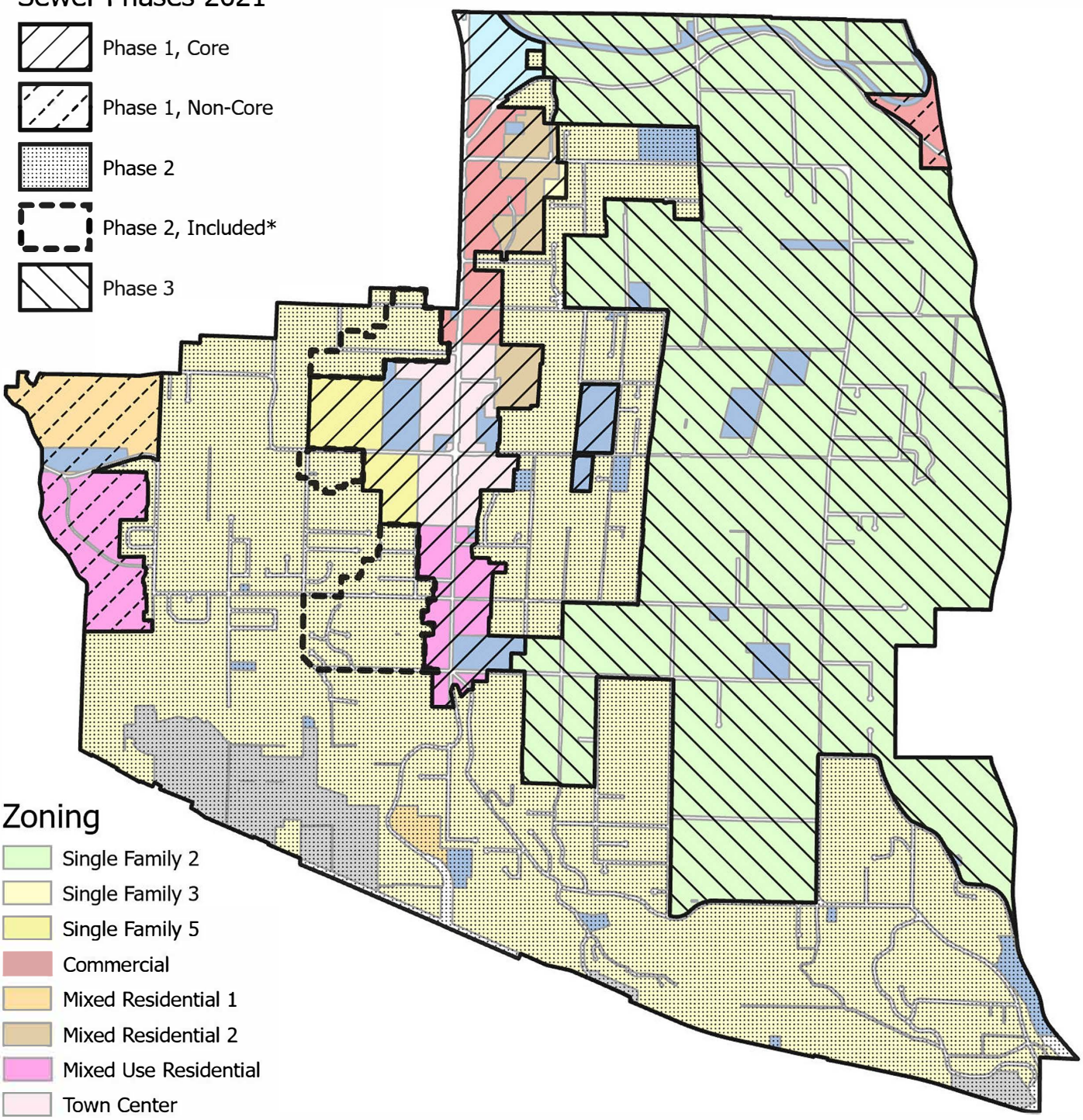


EDGEWOOD
Washington

Figure ES-3

Sewer Planning Areas
and Land Use Map

N



*Included in Phase I Core Area Schematic System Calculations.

Note: The calculations for the schematic sewwer sizing are based solely on the Phase I Core Area and the portions of Phase II as indicated. All other areas are excluded from the Phase I Corea area schematic sewer system calculations.

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF EDGEWOOD AND LAKEHAVEN UTILITY DISTRICT

WHEREAS, the City of Edgewood ("City" or "Edgewood") and the Lakehaven Water and Sewer District ("LWSD" or "District") entered into an Interlocal Agreement pursuant to RCW Ch. 39.34 dated January 23, 2007 ("ILA"); and

WHEREAS, the ILA established the terms and conditions under which the LWSD accepts, conveys, and treats sewage from residential and non-residential property lying within the City; and

WHEREAS, the parties desires to amend the ILA through this First Amendment to the ILA ("First Amendment");

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, COVENANTS, AND AGREEMENTS CONTAINED IN THE INTERLOCAL AGREEMENT, THE PARTIES FURTHER AGREE AS FOLLOWS:

A. Exhibit C of the ILA is hereby superseded and replaced with Exhibit C-1 attached to this First Amendment and incorporated herein by reference.

B. All other terms of the ILA remain unchanged and enforceable. In the case of any conflict between the terms of the ILA and this First Amendment, the provisions of this First Amendment shall control.

IN WITNESS THEREOF, the Parties have caused this First Amendment to be executed this ___ day of _____, 2021.

CITY OF EDGEWOOD

By: _____

Its: Mayor, Daryl Eidinger

Date: _____

ATTEST:

_____

LAKEHAVEN WATER AND SEWER DISTRICT

By: _____

Printed Name: _____

Its: _____

Date: _____

DRAFT

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

_____

City Attorney, Ann Marie Soto

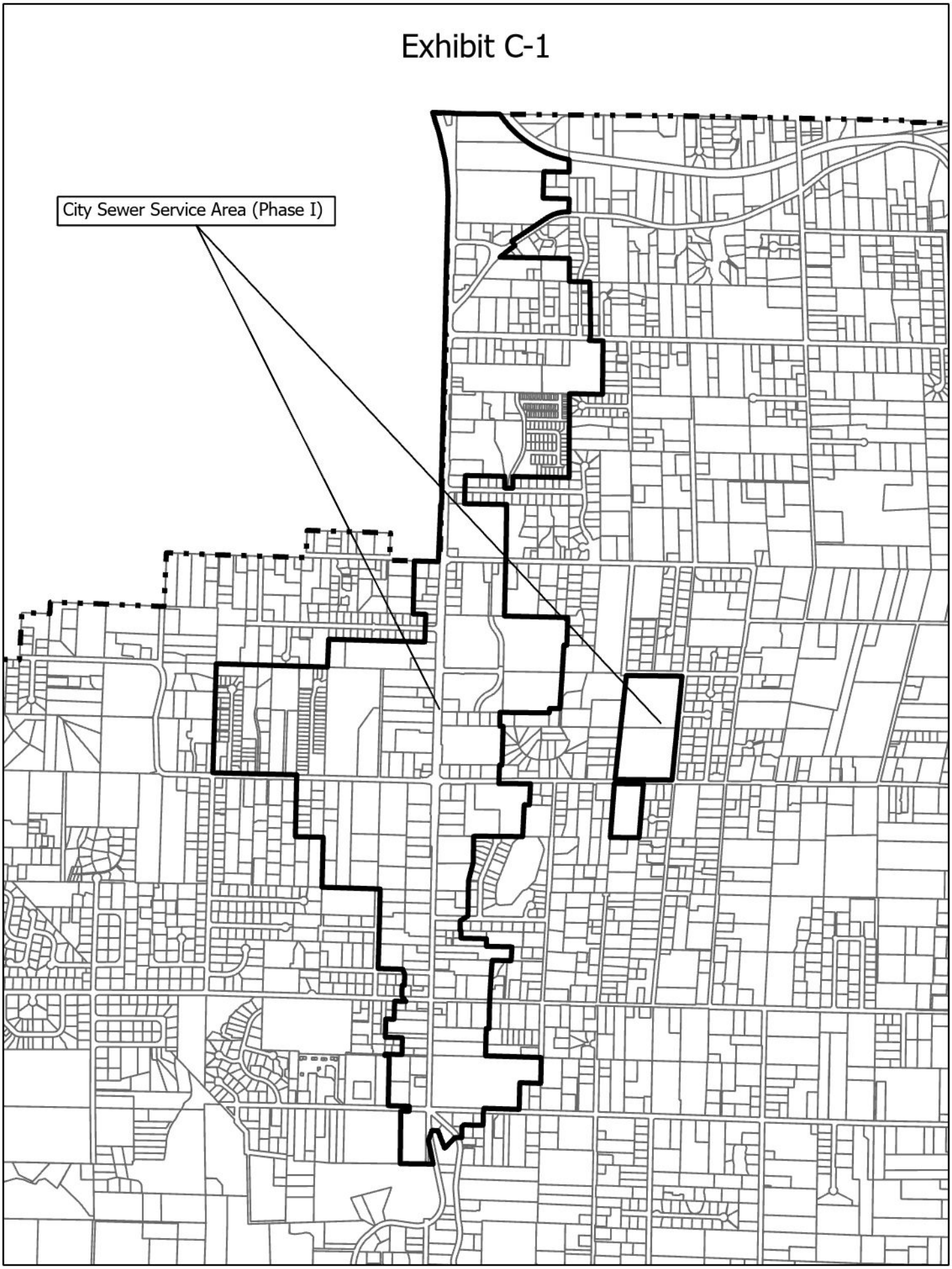
APPROVED AS TO FORM:

_____

General Counsel, Steven H. Pritchett

DRAFT

Exhibit C-1



City Of Edgewood
Council Agenda Summary Sheet

Subject: Discussion – Ordinance – Title 18 Streetscapes Code Amendments	**Agenda Item #: 2.E**
	For Agenda of: 8/17/2021
	Prepared by: Darren Groth

Attachments (list):
1. Exhibit 1_ Proposed Code Amendment Language
2. Exhibit 2_ PC Recommendation-unsigned

Approval of Materials:		**Expenditure Required:**
Darren Groth		N/A
Rachel Pitzel	8/11/2021	**Amount Budgeted:**
Dave Gray	8/12/2021	N/A
Daryl Eidinger	8/12/2021	**Timeline:** **08/17/21: Initial Study Session** 08/24/21: Public Hearing RCM 09/07/21: Follow-Up Study Session 09/14/21: Final Action RMC

Summary Statement:
On June 14, 2021, the Planning Commission was briefed by staff regarding a potential conflict in the Edgewood Municipal Code (EMC) pertaining to street trees. After discussion of the relevant code sections, the Planning Commission agreed to move forward with a proposed minor code amendment to eliminate the word “arterial” from Subsection 18.90.090.H.1, see Attachment 1. This minor amendment ensures that the intended purpose of Type II Streetscapes landscaping, i.e., "a unifying theme of canopy type trees along a public or private street…", is achieved in accordance with EMC Subsection 18.90.090.G.2.

On August 9, 2021, the Planning Commission held a public hearing and made the recommendation (Attachment 2) to approve the proposed code amendment, as presented. This agenda item is intended to serve as the initial study session discussion with City Council.

Item History:
N/A

Recommended Action:
Hold a discussion and provide staff direction to Discussion – Ordinance – Title 18 Streetscapes Code Amendments

Fiscal Note/Consideration:
N/A

Edgewood Municipal Code (EMC) Streetscape Proposed Modifications

EMC 18.90.090.H(1)

H. Landscaping Regulations by Zoning Districts.

1. Type II, streetscapes, shall apply to all zones and shall be applied to all proposed developments, other than a single-family dwelling, that front on ~~arterial~~ streets.

CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

The Planning Commission voted _-_ to recommend APPROVAL of the proposed code amendment to the Edgewood Municipal Code (EMC) pertaining to Streetscapes regulations, and to send their recommendation to the City Council for consideration.

It is the recommendation of the City of Edgewood Planning Commission to approve the drafted EMC amendment as presented in the staff report and attachment submitted by Planning Manager Emily Arteche for the August 9, 2021 Planning Commission agenda.

RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION ON THE 9TH DAY OF AUGUST 2021.

Planning Commission Chair

Attest by:

Evan Hietpas
Associate Planner

City Of Edgewood
Council Agenda Summary Sheet

Subject: Discussion – Resolution – East Pierce Fire & Rescue Interlocal Agreement	**Agenda Item #: 2.F** **For Agenda of: 8/17/2021** **Prepared by: Dave Gray**

Attachments (list):
1. Resolution 21-XXXX Fire Inspection Services ILA
2. 2021 ILA_FireInspection_Edgewood Final

Approval of Materials:		**Expenditure Required:**
Dave Gray		None
Rachel Pitzel	8/12/2021	**Amount Budgeted:**
Dave Gray	8/12/2021	None
Daryl Eidinger	8/12/2021	**Timeline:** Study Sesstion August 17, 2021 Regular Council Meeting August 24, 2021

Summary Statement:
The City merged into East Pierce Fire & Rescue District for Emergency Medical and Fire Protection Services. As East Pierce has grown and been able to "staff-up" they have been able to expand their service levels, including the ability to perform "in-jurisdiction" Fire Safety Inspections for the City of Edgewood Businesses and Public and Commercial spaces. The ILA outlines formally how East Pierce, at their expense, will perform these services to the benefit of our community.

Item History:
Study Session, August 17, 2021
Regular Council Meeting August 24, 2021

Recommended Action:
Discuss the particulars of the ILA and determine if the Council is ready to advance the issue to the August 24th regular council meeting for potential action.

Fiscal Note/Consideration:
N/A

RESOLUTION NO. 21-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF EDGEWOOD AND EAST PIERCE FIRE AND RESCUE TO ILLUMINATE INTERACTION BETWEEN THE TWO GOVERNMENT ENTITIES AS THEY COOPERATE TO PROVIDE THE PUBLIC FIRE INSPECTION SERVICES.

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(4); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of promoting fire and life safety education, ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the International Fire Code, as adopted by the City, and of any other law or standard affecting fire safety.

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute the ILA attached hereto and incorporated herein as Exhibit A.

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

ADOPTED THIS 24TH DAY OF AUGUST, 2021

_____
Daryl Eidinger, Mayor

ATTEST:

_____
Rachel Pitzel, CMC
City Clerk

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND EAST PIERCE FIRE AND RESCUE RELATED TO FIRE INSPECTION SERVICES.

THIS AGREEMENT is made and entered into by and between the City of Edgewood, Washington, a Washington municipal corporation (hereinafter the "City"), and East Pierce Fire and Rescue, a Washington municipal corporation (hereinafter the "District"), who shall hereinafter be collectively referred to as the "Parties", for purposes of setting forth the terms and conditions for the provision of fire inspection services.

WITNESSETH:

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the Parties have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(4); and

WHEREAS, in the District's performance of such Fire Inspection Services, the District is required to use the International Fire Code, as adopted by the City pursuant to RCW 35A.12.140 and the City Municipal Code, 15.24.010;

WHEREAS, the District has the authority to perform fire inspections, pursuant to International Fire Code ("IFC") Section 106.2; and

WHEREAS, the Parties acknowledge that neither state law nor local code confer code enforcement authority upon the District for violations discovered during the District's inspections (see RCW 52.12.031(7)); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of promoting fire and life safety education, ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the International Fire Code, as adopted by the City, and of any other law or standard affecting fire safety; and

WHEREAS, the District desires to provide such fire inspection services for the consideration described herein; and

WHEREAS, the partnership between the Parties for fire inspections creates benefits for the community and the Parties. These benefits include quality fire and life safety inspections, pre-emergency planning, direct access to structures by first responders and other efficiencies.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to describe the terms and conditions

under which the Parties will cooperate in the provision of fire inspection services within the City.

Section 2. Services to be provided by District. The District agrees to provide the following services, pertaining solely to commercial entities and specifically excluding residential properties, within the City:

A. Inspections.

1) Schedule. Qualified District personnel will inspect commercial buildings and structures in the City on a reasonable schedule that endeavors to inspect each commercial building no less than annually. When the District or City deems an inspection necessary based upon receipt of a complaint or otherwise becomes aware of circumstances that require an inspection, the District shall inspect the premises or structure within ten (10) days of receipt of such information or complaint.

2) Code Enforcement. The District shall provide inspection services and provide timely and complete inspection reports to the City for any violations discovered, that are not remedied by the property owner. Thereafter, the City shall be responsible for taking any action to enforce the provisions of the IFC or City code, including bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the IFC and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. The District staff who inspected the property and found it to be in violation shall, upon request by the City, appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC or applicable City code in order to assist the City with enforcing the IFC or local code.

3) Inspection Notices. The District shall notify property owners and/or occupants prior to conducting inspections in accordance with Section 104 of the IFC. No inspections will be performed without such consent. If the timing of the inspection is inconvenient for either the property owner or occupant, the inspection can be rescheduled to a mutually agreed time. Furthermore, those owners and/ or occupants with a business whose operation may be negatively impacted by an unscheduled inspection may request a scheduled inspection by notifying the District in writing, and the District will try to reasonably accommodate any such requests.

B. Property Owner's Refusal to Allow Inspection. The District shall notify the City's Fire Code Official via email with confirmed receipt of any property owner/occupant refusal to permit a necessary inspection. The District shall take no action to attempt an inspection without permission of the City, if it receives any refusal from a property owner/occupant for a building/structure inspection.

C. Correction Notices. If the District discovers the presence of any condition which would reasonably tend to cause fire or contribute to its spread, or any violation of the

purpose or provisions of the IFC, as adopted by the City, the District shall issue a correction notice to the property owner, the occupant of the structure, and provide a courtesy copy to the City. Such correction notice shall be provided to the property owner and the occupant of the structure in writing within seven (7) days after the inspection. The District agrees to notify the City's Fire Code Official in writing when timely compliance with such correction notices is not achieved. If any condition exists, which in the opinion of the District inspector, warrants immediate action to protect the public health and safety, the emergency correction notice shall be provided to the property owner and occupant within 24 hours of the inspection. The District agrees to notify the City's Fire Code Official within 24 hours of any inspection warranting an emergency correction notice.

D. Noncompliance with Correction Notice. If violations are noted during the annual inspection, the District shall issue a correction notice (pursuant to the Edgewood Municipal Code) to the occupant and owner of the premises. At that time, 30 days will be allowed to bring the premises into compliance. If after re-inspection, compliance is not achieved, an additional 15 days may be allowed to bring the premises into compliance. If after initial inspection and/or re-inspection, compliance is not achieved, the District shall notify the City's Fire Code Official via email with confirmed receipt, who will then address the noncompliance through the City's code enforcement process, utilizing the District for information or assistance where necessary. After such notification by the District, the City shall be responsible for taking any further action to enforce the City's code or the IFC related to that property.

Section 3. Reporting and Public Records Requests. All inspection data, including name of inspector(s), identification of all properties inspected, identification of all Correction Notices issued, and identification of all emergency correction notices issued will be reported in the District's database. The District will provide inspection program information to the City upon request. If the City receives a public records request pursuant to Ch. 42.56 RCW for City records in the possession of the District, the District shall cooperate with the City's response and promptly provide responsive records to the City for production.

Section 4. Coordination Meeting. The District and City's Fire Code Official will meet periodically (no less frequently than quarterly) to evaluate inspections, discuss any ongoing code enforcement and discuss efficiencies. These meetings are also intended to foster the relationship between the District and City.

Section 5. Financial Consideration(s). For the services provided through this Agreement and specified in Section 2 and Exhibit A, the City shall remit no compensation. The services enumerated herein shall be performed at no monetary cost to the City.

Section 6. Term.

A. This Agreement shall commence upon execution of the last-dated signature below.

B. **Expiration.** This Agreement shall auto-renew each year on January 1st.

C. **Termination**. The Parties may terminate this Agreement at any time and for any reason, by providing the other party three (3) months' prior written notice.

Section 7. Relationship of Parties. In contracting for the services described in this Agreement, the Parties are deemed for all purposes to be acting within their governmental capacities. No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Amendment. This covenant is mutually agreed to and applicable to the City in the same manner as applied the District. No property shall be exchanged between the Parties pursuant to this Agreement.

Section 8. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, shall not, by reason of race, religion, color, sex, marital status, sexual orientation, national origin or the presence of any sensory, mental or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates. This covenant is mutually agreed to and applicable to the City in the same manner as applied to the District.

Section 9. Indemnification.

The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

Neither party shall be deemed to be the agent of the other during the performance of this Agreement, and each party hereto shall remain solely liable for its own negligence, errors and omissions.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District. The City's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the City's employees made directly against the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10. Insurance.

A. The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision of fire inspection services, including the work of the District's employees, agents, officials and officers.

B. Before beginning work under this Agreement, the District shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Property Damages insurance no less than $1,000,000 per occurrence with a $3,000,000 aggregate.

2. Commercial General Liability insurance no less than $1,000,000 per occurrence with a $3,000,000 aggregate.

3. Errors and Omissions insurance no less than $1,000,000 per occurrence with a $3,000,000 aggregate.

C. The District is responsible for the payment of any deductible or self-insured retention that is required by any of their respective insurance policies. Each party may satisfy the requirements of this section by becoming or remaining a participant in an authorized self-insurance pool in the state of Washington with protection equal to or greater than that specified herein.

Section 11. Recitals. The Parties understand that the Recitals set forth in this Agreement are for convenience only.

Section 12. Disputes, Venue, and Attorney's Fees. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. In any action brought to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred by the prevailing party.

Section 13. Nonwaiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; and the same shall be and remain in full force and effect.

Section 14. Entire Agreement. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence, and communication between the parties with respect to the subject matter contained herein. No amendment, alteration, change or modification to this Agreement will be effective unless it is in writing and properly signed

by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the last date indicated below:

THE CITY OF EDGEWOOD

By _____
Daryl Eidinger, Mayor DATE

EAST PIERCE FIRE AND RESCUE

_____
Chair DATE

_____
Commissioner DATE

_____
Commissioner DATE

_____
Commissioner DATE

_____
Commissioner DATE

Notice shall be sent to:

The City of Edgewood
Attn: Darren Groth, CED Director
2224 104th Ave E.
Edgewood, WA 98372-1513

East Pierce Fire and Rescue
Attn: Fire Chief
18421 Veterans Memorial Dr. E.
Bonney Lake, WA 98391

ATTEST:

_____
Rachel Pitzel, City Clerk

_____
District Secretary

APPROVED AS TO FORM:

_____
Ann Marie Soto, City Attorney

_____
Eric Quinn, District Attorney

City Of Edgewood
Council Agenda Summary Sheet

Subject: Discussion – Retail Strategies	**Agenda Item #: 2.G**
	For Agenda of: 8/17/2021
	Prepared by: Dave Gray

Attachments (list):

1. Resolution 21-XXXX Retail Strategies
2. 2021 Retail Strategies Personal Services Agreeement - Final WCIA - 08-12-2021
3. 2021 Retail Strategies Personal Services Agreement Exhibit A Scope of Work

Approval of Materials:	
Dave Gray	
Rachel Pitzel	8/12/2021
Dave Gray	8/12/2021
Daryl Eidinger	8/12/2021

Expenditure Required:
$50,000 for less than a three year initial committment, per year or $45,000 per year with a three-year initial committment.

Amount Budgeted:
The marketing budget was set at $75,000 for 2021. $50,000 was set aside for Buxton or another similar consultant effort and $25,000 for internal marketing efforts by staff and/or the EDAB.

Timeline:
EDAB meeting discussion, July 2021 meeting discussion; August 2021 meeting discussion
Council Study Session, August 17, 2021:Presentation & General Discussion
Council Regular Meeting, August 24, 2021: Potential Council Action

Summary Statement:
The Mayor determined we would not ask the Council to extend our engagement with Buxton, believing we have gained the benefit of our three-year data mining and demoigraphic management effort and determining with EDAB, staff and discussions with Retail Strategies...our next best effort is to utilize the data and expertise we've gained to focus our efforts on connecting property owners with the commercial real estate industry and the developers connected to those retailers identified by Buxton as potential candidates, that Council, with input from EDAB, Staff and the Community have interest in attracting. In short...connect those with the dirt to those who will build on it for those who will stand up retail businesses in the City.

Item History:

Recommended Action:
Discuss interest in moving beyond Buxton and the potential benefits of an engagement with Retail Strategies.

Fiscal Note/Consideration:

RESOLUTION NO. 21-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH RETAIL STRATEGIES LLC TO ENHANCE THE SUCCESS OF THE CITY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN.

WHEREAS, the City of Edgewood has an interest in attracting targeted retail development to locate within the jurisdiction to fulfill community need and demand, as well as to help develop balanced growth between residential, commercial, and industrial activities; and

WHEREAS, said balanced growth not only promotes local satisfaction and enjoyment by helping develop a community with readily available and accessible goods and services, but also promotes a balanced City revenue stream as a result of "balancing the rooftops" thereby ensuring stability for the City to provide services needed and demanded by the community; and

WHEREAS, said balancing may improve the equitable distribution of the cost of providing City services by placing taxing burden on businesses who serve residents and non-residents coming to or through the community.

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

Section 1. Agreement Authorized. The Mayor is authorized to execute a Personal Services Agreement with Retail Strategies, LLC, attached hereto and incorporated herein as Exhibit A.

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

ADOPTED THIS XTH DAY OF XXXXXXXXXX, 2021

_____
Daryl Eidinger, Mayor

ATTEST:

_____
Rachel Pitzel, CMC
City Clerk

EXHIBIT A
CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 2021, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

and Retail Strategies, a Limited Liability Company, organized under the laws of the State of Alabama, doing business at:

Retail Strategies, LLC **(**hereinafter the **"CONSULTANT")**
2200 Magnolia Ave, Suite 100
Birmingham, AL 35205
(205) 314.0386 info@retailstrategies.com www.retailstrategies.com

for personal services in connection with the following Project:

On-Going Retail Attraction and Matching Effort Seeding Retail Expansion in the City of Edgewood, Washington.

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

3. Terms. This Agreement shall commence on the date of mutual execution ("Commencement Date") and shall terminate three years from the Commencement Date unless extended or terminated in writing as provided herein.

4. Compensation.

The City will pay the Consultant at the commencement of this agreement, the sum of Forty-Five Thousand Dollars ($45,000) with two additional payments of Forty-Five Thousand Dollars ($45,000) on the anniversary of the commencement date for two consecutive years, subject to the other provisions of this agreement. Consultant may be reimbursed for reasonable and necessary out of pocket or travel costs incurred in the performance of this Agreement in excess of those identified as included in the annual flat fee identified in Exhibit A, only if approved in advance by the City. In the event this agreement is terminated Consultant shall reimburse the City on a prorated basis from the date of termination, all prepaid annual fees within thirty (30) days of notification of termination and Consultant shall not be entitled to any reallocation of cost, profit, or overhead.

5. Payment.

A. A All invoices for reimbursements shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

B. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold the next annual fee payment and/or any pending expense reimbursement until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

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

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

C. Consultant shall obtain a City of Edgewood business license prior to performing any work under this Agreement.

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

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the

employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 30 days' written notice to the Consultant.

B. Rights Upon Termination.

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

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

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

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

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

10. Ownership of Work Product.

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

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

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

12. Indemnification. Except as provided in Section 13.A. (below), the Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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

A. Limitation of Liability. The Consultant's liability and indemnification of the City under the terms of this Agreement shall be limited to the coverage provided by the insurance as required by the Agreement, as well as limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

D. Other Insurance Provisions

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Notice of Cancellation.

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

H. Failure to Maintain Insurance.

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

I. City Full Availability of Consultant Limits

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

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

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

City of Edgewood
Daryl Eidinger, Mayor
2224 - 104th Avenue E.
Edgewood, WA 98372
finance@cityofedgewood.org

Retail Strategies, LLC
Attn: Robert Jolly, CEO
2200 Magnolia Ave South, Suite 100
Birmingham, AL 35205
info@retailstrategies.com

(253) 952.3299 (205) 314.0386

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

16. Resolution of Disputes and Governing Law.

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

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

17. General Provisions.

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

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

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

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

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

CITY OF EDGEWOOD, WASHINGTON RETAIL STRAGEGIES, LLC

By: _____
Daryl Eidinger
Mayor

Date: _____

By: _____
Robert Jolly
CEO

Date: _____

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

EXHIBIT A

I. CONSULTANT AGREEMENT SCOPE OF WORK

This section outlines what Retail Strategies (the "consultant") will provide to the City of Edgewood (the "client").

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule