



CITY OF EDGEWOOD REGULAR COUNCIL MEETING AGENDA

Tuesday, March 8, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PUBLIC HEARING

A. **AB22-015** – Title 18 – 18.100.110 Wireless Communications

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

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

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of February 22, 2022

B. Study Session Meeting Minutes of March 1, 2022

C. Review of Board/Commission Minutes

D. **AB22-016** – a motion approving March 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$201,357.59 and Vendor Check Numbers 25342 through 25367 with EFT and Direct Pay Payments in the amount of \$717,772.22. Total distributions submitted for review and authorization in the amount of \$919,129.81.

E. **AB22-0616** – a motion to approve Resolution No. 22-0616, a third amendment to the Professional Services Agreement between the City of Edgewood and Gray and Osborne, Inc. for the 2019 General Sewer Plan Update

6. COUNCIL BUSINESS

A. **AB22-0617** – a motion approving Resolution No. 22-0617 authorizing the Mayor to sign a Personal Services Agreement with Clark Nuber

7. COUNCIL COMMENTS

8. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-015 – Title 18 – 18.100.110 Wireless Communications	Agenda Item #: 2.A
	For Agenda of: 3/8/2022
	Prepared by: Emily Arteche
Attachments (list): 1. Wireless Ordinance Recommendation signed 2. EMC 18.100.110 Final Draft Wireless Amendments_PC Recommended 2_14_22 3. PC PH Staff Report- Wireless Ord. 02-14-22 4. Meridee Pabst Public Comment_2_14_2022	
Approval of Materials: Emily Arteche Rachel Pitzel 3/3/2022 Dave Gray 3/3/2022 Daryl Eidinger 3/3/2022	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: A public hearing is scheduled on March 8, 2022, followed by a study session on March 15 and adoption on March 22, 2022.

Summary Statement:

Federal Communication Commission regulations have changed over the last few years along with the deployment of new small cell networks. Wireless carrier providers are increasingly looking to densify their networks with the relatively new small wireless facilities, (SWF). This cell technology is sought after by wireless companies because antennas are much smaller than previous systems. Other wireless technology, such as Distributed Antenna Systems (DAS) is not being used in locally incorporated municipal areas.

City staff has recognized a need to update the Edgewood Municipal Code (EMC) related to small wireless facilities to ensure that the City's regulations are up-to-date with current industry standards and federal regulations set by the United States Federal Telecommunication Commission (FCC). The changes are outlined below:

- Updated definitions for small wireless facilities and other new FCC definitions currently not undated in EMC 18.20
- Removal of references to unfulfilled technology at the local level, Distributed Antenna Systems (DAS)
- Accurate description of the City's review processes, procedures, and preferences; including Aesthetic and Location Standards
- Compatibility with United States Federal Communications Commission (FCC) regulations
- Compatibility between small cell wireless infrastructure and street light standards to be adopted soon

A copy of the Planning Commission's signed recommendation as well as the recommended draft code amendment

are attached as part of the Council packet material.

Item History:

City staff has recognized a need to update the Edgewood Municipal Code (EMC) related to wireless communication facilities to ensure that the City's regulations are up-to-date with current industry standards and federal regulations set by the United States Federal Communications Commission (FCC). The Planning Commissions review of draft code amendments is outlined below:

- On December 13, 2021, staff and the Planning Commission discussed the proposed changes. The Commission requested a Public Hearing on the proposed code changes at the January 10th meeting.
- On January 10, 2022, the Planning Commission held a public hearing and continued the public hearing to February 14, 2022 to further solicit public input on proposed code changes to EMC Title 18, pertinent to wireless facilities, technology, regulations, and the City's wireless processes, procedures, and preferences.
- On February 14, 2022, the Planning Commission continued the public hearing, solicited public input and voted to recommend to the City Council proposed code changes to EMC Title 18.100.110 pertinent to wireless communication facilities, technology, regulations, as well as wireless processes, procedures, and preferences.

The City received public comments from two wireless carriers, Verizon and AT&T. Public Comments, staff responses and proposed changes to the recommended draft code amendments are summarized in a Staff Report dated February 14, 2022, (originally presented to the Planning Commission) and attached as part of the Council packet material. Additionally, a copy of the February 14, 2022 public comment, (Meridee Pabst of AT&T) is attached as part of the Council packet material.

Recommended Action:

Public Hearing Only to receive public comment on the proposed **AB22-015** – Title 18 – 18.100.110 Wireless Communications

Fiscal Note/Consideration:

N/A



**CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION**

The Planning Commission voted 4-0 to recommend APPROVAL of the proposed code amendments to the Edgewood Municipal Code (EMC) pertaining to wireless facilities, technology, regulations, and the City's wireless processes, procedures, and preferences.

It is the recommendation of the City of Edgewood Planning Commission to approve the EMC amendments presented in the staff report and attachment submitted by Planning Manager Emily Arteche at the February 14, 2022 meeting, while also including one additional change to address the scrivener's error outlined in the public comment received by Meridee Pabst on February 14, 2022.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 14TH DAY OF FEBRUARY 2022.**

A blue ink signature, likely of the Planning Commission Vice-Chair, written over a horizontal line.

**Planning Commission
Vice-Chair**

Attest by:

A black ink signature, likely of Evan Hietpas, written over a horizontal line.

Evan Hietpas
Associate Planner

EMC 18.20.220 Definitions.

“Antenna equipment”. Equipment, switches, wiring, cabling, power sources, shelters or cabinets associated with an antenna, located at the same fixed location as the antenna, and, when collocated on a structure, is mounted or installed at the same time as such antenna.

~~“Site,” for towers other than towers in the public rights-of-way, shall mean and refer to the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, shall mean, and be further restricted to, that area in proximity to the structure and to other transmission equipment already deployed on the ground.~~

“Site.” For towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground. The current boundaries of a site are the boundaries that existed as of the date that the original support structure or a modification to that structure was last reviewed and approved by a State or local government, if the approval of the modification occurred prior to the Spectrum Act or otherwise outside of the section 6409(a) (eligible facilities modification) process.

~~“Small cells” means compact WCFs containing their own transceiver equipment and that function like cells in a mobile network but provide a smaller coverage area than traditional macrocells. Small cells must meet the parameters in subsections (1) and (2) of this definition. For purposes of these definitions, “volume” is a measure of the exterior displacement, not the interior volume of the enclosures. Antennas or equipment concealed from public view in or behind an otherwise approved structure or concealment are not included in calculating volume.~~

~~“Substantial change” means a modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:~~

~~1. For towers not in a public right-of-way, it increases the height of the tower by more than 10 percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10 percent, or by more than 10 feet, whichever distance is greater;~~

~~2. For towers not in a public right-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;~~

~~3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four~~

cabinets; or for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no preexisting ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10 percent larger in height or overall volume than any other ground cabinets associated with the structure;

4. It entails any excavation or deployment outside the current site;

5. It would defeat the concealment elements of the eligible support structure; or

6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in this definition of "substantial change," subsections (1) through (6) of this definition.

"Substantial change." A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

(a) Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

4. It entails any excavation or deployment outside of the current site, except that, for towers other than towers in the public rights-of-way, it entails any excavation or deployment of

transmission equipment outside of the current site by more than 30 feet in any direction. The site boundary from which the 30 feet is measured excludes any access or utility easements currently related to the site;

5. It would defeat the concealment elements of the eligible support structure; or

6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in 47 CFR § 1.40001(b)(7)(i) through (iv), or as hereafter amended.

~~1. Small Cell Antenna. Each antenna shall be no more than three cubic feet in volume.~~

~~2. Small Cell Equipment. Each equipment enclosure shall be no larger than 17 cubic feet in volume. Associated conduit, mounting bracket or extension arm, electric meter, concealment, telecommunications demarcation box, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switch, and cut-off switch may be located outside the primary equipment enclosure(s) and are not included in the calculation of equipment volume. "Small Wireless Facilities," as used herein and consistent with 47 CFR section 1.1312(e)(2) or as hereafter amended, encompasses facilities that meet the following conditions:~~

(1) The facilities—

(i) are mounted on structures 50 feet or less in height including their antennas as defined in 47 CFR section 1.1320(d) or as hereafter amended, or

(ii) are mounted on structures no more than 10 percent taller than other adjacent structures, or

(iii) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

(2) Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 CFR section 1.1320(d)), is no more than three cubic feet in volume;

(3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;

(4) The facilities do not require antenna structure registration under part 17 of ~~this~~ CFR chapter I, Title 47, CFR;

(5) The facilities are not located on Tribal lands, as defined under 36 CFR 800.16(x); and

(6) The facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR section 1.1307(b) or as hereafter amended.

~~“Substantial change” means a modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:~~

~~1. For towers not in a public right-of-way, it increases the height of the tower by more than 10 percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10 percent, or by more than 10 feet, whichever distance is greater;~~

~~2. For towers not in a public right-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;~~

~~3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no preexisting ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10 percent larger in height or overall volume than any other ground cabinets associated with the structure;~~

~~4. It entails any excavation or deployment outside the current site;~~

~~5. It would defeat the concealment elements of the eligible support structure; or~~

~~6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is noncompliant only in a manner that would not exceed the thresholds identified in this definition of “substantial change,” subsections (1) through (6) of this definition.~~

EMC 18.100.110 Wireless communications facilities.

A. Purpose. The purpose of this section is:

1. To protect the community’s natural beauty, visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the city’s goal to minimize the visual impact of WCFs on the community, particularly in and near residential zones;

2. To promote and protect the public health, safety, and welfare, preserve the aesthetic character of the Edgewood community, and to reasonably regulate the development and operation of WCFs within the city to the extent permitted under state and federal law;

3. To minimize the impact of WCFs by establishing standards for siting, design and screening;

4. To encourage the collocation of antennas on existing structures, thereby minimizing new visual impacts and reducing the potential need for new towers that are built in or near residential zones

by encouraging that WCFs first be located on buildings, existing towers or antenna, or utility poles support structures in public rights-of-way;

5. To protect residential zones from excessive development of WCFs;

6. To ensure that towers in or near residential zones are only sited when alternative facility locations are not feasible;

7. To preserve the quality of living in residential areas which are in close proximity to WCFs;

8. To preserve the opportunity for continued and growing service from the wireless industry;

9. To preserve neighborhood harmony and scenic viewsheds and corridors;

10. To accommodate the growing need and demand for wireless communication services;

11. To establish clear guidelines and standards and an orderly process for expedited permit application review, intended to facilitate the deployment of wireless transmission equipment, to provide advanced communication services to the city, its residents, businesses and community at large;

12. To ensure city zoning regulations are applied consistently with federal telecommunications laws, rules, regulations and controlling court decisions;

13. To encourage the use of ~~distributed antenna systems (DAS) and other small cell wireless facility~~ systems that use components that are a small fraction of the size of macrocell deployments, ~~and can be installed with street lights or on other utilities support structures with little or no visual impact on utility support structures, buildings, and other existing structures;~~

14. To provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (a) prohibit or effectively prohibit the provision of personal wireless services, (b) unreasonably discriminate among functionally equivalent service providers, or (c) regulate WCFs and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission; and

15. To implement Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Spectrum Act"), as amended and as interpreted by the Federal Communications Commission's ("FCC" or "Commission") Acceleration of Broadband Deployment Report and Order, which requires a state or local government to approve any eligible facilities request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

B. Exemptions. (No proposed amendments)

C. New Wireless Communication Antenna Arrays. (No proposed amendments)

D. ~~Distributed Antenna Systems and~~ Small CellsWireless Facilities.

1. Siting.

a. ~~Distributed antenna systems (DAS) and S~~Small cells wireless facilities are permitted in all zones ~~as long as they meet~~subject to the following requirements:

i. ~~DAS and small cells in public right-of-way are subject to the city's For small wireless facilities to be sited within the City rights-of-way: Facilities shall be located along arterial street corridors to the maximum extent feasible. All small wireless facilities to be sited S~~Small wireless facilities sited within the public City rights-of-way are, subject to must receive a~~approval of a master use permit/franchise agreement and right-of-way use permit~~ under EMC Title 12.

ii. ~~DAS and small cells require For small wireless facilities to be Small wireless facilities s~~sited outside of public the City rights-of-way- subject to must receive approval of~~submission both site plan and approval of a building permit approvals. If the small wireless facility or facilities installation requires construction of a new antenna support and/or utility support structure, building, or the erection of a replacement antenna support and/or utility support structure 15 feet (including antennas) taller than the existing antenna support and/or utility support structure, the following additional a~~pprovals of both a site plan, a a-building permit, permit and an~~administrative use permits and a building permit are required. if their the small wireless facility or facilities installation requires construction of a new antenna support structure, utility support structure or building, or the erection of a replacement antenna support structure or utility support structure in excess of the dimensional standards listed in Subsection (A)~~Additional hbelow;

iii. ~~_____ A. DAS and small cells do not require an For small wireless facilities to be sited outside of the City rights-of-way, nadministrative use permit, or building permit is required in the following circumstances: if of the facility will be on the height of a replacement antenna support structure or replacement utility support structure, the height of which of which, including antennas, will be is no more than the greater of than~~:(A) 15 feet taller than the existing antenna support structure or utility support structure; eight is allowed when it is or (B) the minimum height necessary to provide the required safety clearances from transmission or distribution lines and and/pole owner requirements.

b. Permit Batching: An applicant may (at its option) apply for M~~multiple site DAS and small cells wireless facilities are permitted in one application, per the following requirements in~~the following situations:

i. ~~An administrative use permit for multiple distributed antennas that are part of a larger overall DAS network;~~

ii. An applicant seeks administrative use permits for multiple small cells wireless facilities placed to provide wireless coverage in a contiguous area; or

iii. For locations in the public right-of-way, a single master use permit/franchise agreement (EMC Title 12) may be used for multiple ~~node~~ locations in ~~DAS and/or~~ small cell-wireless facilities networks throughout the city.

2. General Development Standards – Small Cell-Wireless Facility Equipment. The following standards are applicable to all small wireless facilities, whether sited within or outside of the rights-of-way.

a. WCFs in the Public Rights-of-Way.

All related Antenna Equipment ~~(as defined in 47 CFR 1.6002 or as hereafter amended)~~ shall not be mounted more than six inches from the surface of the support structure, unless a further distance is technically required.

~~bbb. Related base station-Antenna Equipment for small cell facilities of up to four (4) twelve (12) cubic feet shall be surface mounted as close to the antenna (support structure) as technically feasible but not placed more than six inches from the surface of the support structure unless a further distance is technically required.-~~

~~(5)~~

~~must be attached to the utility support structure, unless otherwise permitted to or be underground-mounted. equipment exceeds 4 cubic feet and it's the equipment The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure may not exceed 17 cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the support structure design and do not cumulatively exceed 17 cubic feet. The applicant shall place the equipment enclosure behind any banners or road signs that may be on the support structure, if such banners or road signs are allowed by the pole owner and provided by the city.~~

~~ccc. Antenna base station-Equipment shall be pole mounted unless such equipment (other than cabling) that exceeds four (4) twelve (12) cubic feet. Antenna equipment exceeding such dimensions shall be encouraged to first be undergrounded. If undergrounding is not technically feasible, that the applicant may propose if technically feasible; if not, such equipment shall then be located in an on ground enclosure or other placement that is pole mounted at ground level or ground mounted as close to the antenna support structure or utility support structure as technically feasible. If technically not feasible to underground An applicant that desires to enclose its antennas and equipment within a unified enclosure; provided, that such unified enclosure does not exceed four cubic feet the FCC ruling for maximum dimensional standards-. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the antenna support structure or utility support structure or behind banners or signs. The unified enclosure may not be placed more than six inches from the surface of the support structure, unless a further distance is technically required and confirmed in writing by the support structure owner.~~

~~ddd. Small cell-wireless facilities mounted on cables strung between existing utility poles support structures shall conform to all of the following standards:~~

- i. Each strand-mounted facility shall not exceed three cubic feet in volume;
- ii. Only one strand-mounted facility is permitted per cable between any two existing ~~poles~~utility support structures;
- iii. The strand-mounted devices shall be placed as close as possible to the nearest utility ~~poles~~support structure, in no event more than six feet from the ~~pole~~utility support structure unless a greater distance is technically necessary or required by the ~~pole~~utility support structure owner for safety clearance;
- iv. No strand-mounted device shall be located in or above the portion of the roadway open to vehicular or pedestrian traffic;
- v. Ground-mounted equipment to accommodate such strand-mounted facilities is not permitted, except when placed in preexisting equipment cabinets;
- vi. ~~Pole~~Utility support structure -mounted antenna equipment for strand-mounted facilities shall meet the requirements for ~~pole~~utility support structure -mounted small ~~cells~~wireless facilities; and
- vii. Such strand-mounted devices must be installed to cause the least visual impact and with the minimum exterior cabling or wires (other than the original strand) necessary to meet the technological needs of the facility.

e. Aesthetic Standards.

- i. ~~To the extent possible the antenna~~All antennas, including equipment enclosures, shall be the smallest technically feasible. All antennas and attached antenna equipment must be placed in the smallest enclosure(s) possible for the intended purpose and shall not to exceed the FCC ruling for maximum-dimensional standards contained within the definition of small wireless facility.
- ii. Equipment enclosures must be color matched and may not block any banners or road signs that may be on the support structure. ~~space shall be designed to use the smallest enclosure technically necessary to fit the equipment and antennas.~~
- ~~Applicants are encouraged to place the equipment enclosure as close to the antennas as physically and technically possible.~~
- iii. All conduit, cables, wires, and fiber shall be routed internally in a for small wireless facilities mounted on a nonwooden ~~pole~~ antenna support structures or utility support structures. Full concealment of all conduit, cables, wires, and fiber is required within mounting brackets, shrouds, canisters or sleeves for small wireless facilities if attaching to exterior antennas or equipment mounted

on wooden antenna support structures or utility support structures, or for building mounted small wireless facilities.

iv. ~~Support structure mounted small wireless facilities~~ antennas and antenna equipment, ~~including the antennas, any support structure extender, associated equipment, shrouding, bracketing, and any other visible antenna equipment~~ shall be integrated into the support structure design in such a way to appear as a continuation of the support structure.

a. ~~New facilities/equipment must be colored or painted to reasonably match the support structure, and~~

b. ~~Be shrouded to blend with the support structure. antenna support structure or support structures small wireless facilities, support structure extender, associated equipment, shrouding, bracketing, and any other visible antenna equipment support structure they to be support structure being reasonably support structures support structure~~

v. ~~All cabling and mounting hardware/brackets from the bottom of the antenna to the top of the poles support structure shall be fully concealed and integrated with the pole antenna or utility support structure by color or paint matching and/or shrouding or screening.~~

vi. ~~Replacement of street light poles support structures shall substantially conform to the design of the City's current street lighting standards unless not technically feasible, except where all adjacent existing support structures support overhead utilities, in which case the replacements support structure shall substantially conform with the design of the adjacent existing support structures. it is replacing or the neighboring pole design standards utilized within the contiguous right of way.~~

i. ~~Antennas, equipment enclosures, and all ancillary equipment, boxes and conduit shall be colored, tinted, or painted to match the approximate color of the surface of the wooden pole on which they are attached.~~

vii. ~~For building mounted small wireless facilities, placement shall be such that the new antenna is not visible from adjacent streets or surrounding public spaces, unless such placement is not if technically feasible. Further, any building mounted small wireless facilities must be entirely colored or painted to reasonably match the color of the building to which it is mounted. Building mounted small wireless facilities may not interrupt the architectural lines or horizontal or vertical reveals of the building. New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if they complement the architecture of the existing building. Small wireless facilities mounted on buildings shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building and any brackets must match the color of the building. Skirts or shrouds shall be utilized on the sides and bottoms~~

of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Such skirts or shrouds must also reasonably match the color of the building. Exposed cabling/wiring is prohibited.

E. Standards – Towers.

1. Prohibition. Only monopole towers are permitted in the city. Lattice towers and guyed towers are prohibited.

2. Siting. An administrative use permit is required to site a new tower in accordance with the criteria contained in Table 1 and Table 2. In addition, the location shall be subject to any additional siting priorities set forth in this chapter.

Table 1

New Wireless Communication Tower Criteria

Allowed by Administrative Use Permit

Zoning District	Located in Public Right-of-Way (ROW)	Maximum Tower Height [2]	Stealth Design	Setback from Property Lines (does not apply within ROW)
C, MUR, TC, Public [1]	Yes	60'	See Footnote 1	N/A
	No	60'	See Footnote 1	20'
BP, I [1]	(allowed in ROW only if less than or equal to 70')	100'	See Footnote 1	20'

[1] Stealth design is required if an applicant constructs a tower in or within 150 feet of a residential zone.

[2] Tower heights of up to 120 feet can be requested through a conditional use permit (CUP), where compatibility can be fully addressed.

Table 2

New Wireless Communication Tower Criteria

Allowed by Conditional Use Permit

Zoning District	Maximum Tower Height [2]	Stealth Design	Setback from Property Lines (does not apply within ROW)
SF, MR [3]	60'	Required	20'

Table 2

New Wireless Communication Tower Criteria

Allowed by Conditional Use Permit

Zoning District	Maximum Tower Height [2]	Stealth Design	Setback from Property Lines (does not apply within ROW)
C, MUR, TC, Public [3]	70' [4]	Optional [3]	20'

[3] Stealth design is required if an applicant constructs a tower in or within 50 feet of a residential zone.

[4] An additional 20 feet in height in these zones is allowed if applicant uses stealth design.

3. Tower Sharing and Collocation. New WCF facilities must, to the maximum extent feasible, collocate on existing towers or other structures of a similar height to avoid construction of new towers, unless precluded by zoning constraints such as height, structural limitations, inability to obtain authorization by the owner of an alternative location, or where an alternative location will not meet the service coverage objectives of the applicant. Applications for a new tower must address all existing towers or structures of a similar height within one-half mile of the proposed site as follows: (a) by providing evidence that a request was made to locate on the existing tower or other structure, with no success; or (b) by showing that locating on the existing tower or other structure is infeasible.

4. Preferred Tower Locations.

a. Facilities ~~be located~~ are strongly preferred to be sited within the public rights-of- ways, on main corridors and arterials to the extent feasible. Facilities in the rights-of-way shall maintain at least a 200-foot separation from other wireless facilities; except when collocated or on opposite sides of the same street.

In addition to the development standards in this chapter, ~~An applicant for a tower must submit documentation according to the hierarchical alternative site list in i-vi below to demonstrate that there is a need for a new tower if it is to be located outside the public right of way, in a residential zone or within 150 feet of an existing residential lot.~~

In addition, the applicant shall also provide ~~a~~An evaluation of the operational needs of the wireless communications provider, alternative sites, alternative existing facilities upon which the proposed antenna array might be located, and collocation opportunities on existing support towers within one-half mile of the proposed site shall be provided.

Evidence shall demonstrate that no practical alternative is reasonably available to the applicant. ~~All new towers proposed to be located in a residential zone or within 150 feet of a residential zone are permitted only after application of the following siting priorities, ordered from most preferred to least preferred. In addition, the applicant for a tower located in a residential zone or within 150 feet of a residential zone shall address these preferences in an~~

~~alternative sites analysis provided with the complete application.~~ Facilities outside of the public rights of way shall be subject to the following siting preferences, ordered from most preferred to least preferred:

~~ai.~~ City owned or operated property and facilities that are not in residential zones or located within 150 feet of residential zones;

~~bii.~~ Industrial zones and business park zones (I and BP);

~~ciii.~~ Nonresidential (not SF or MR) zones;

~~dii.~~ City owned or operated property and facilities in any zone;

~~ev.~~ Commercial, mixed use residential, town center and public zones (C, MUR, TC and Public);

~~fvi.~~ Residential zones (SF, MR).

5. Compliance with Code. The proposed tower shall satisfy all of the provisions and requirements of this section.

6. Public Notice. In addition to the notice requirements of Chapter [18.40](#) EMC and EMC [18.50.040](#) for a conditional use permit, tower proposals in residential zones and within 150 feet of a residential zone shall include the following public notice:

a. A black and white architectural elevation and color photo simulation rendering of the proposed WCF; and

b. The notice required by EMC [18.40.180](#) shall include that same architectural elevation and color photo simulation combination selected by the city that depicts the visual impact of the WCF.

F. General Development Standards Applicable to WCFs Other than Small Wireless Facilities. The following criteria shall be applied in approving, approving with conditions, or denying a permit for a WCF that is not a small wireless facility. Unless otherwise provided in this chapter, WCF construction shall be consistent with the development standards of the zoning district in which it is located.

1. Height. Refer to Tables 1 and 2.

2. Setback Requirements.

a. Refer to Tables 1 and 2 for towers.

b. All equipment shelters, cabinets or other on-the-ground ancillary equipment shall be buried or meet the setback requirement of the zone in which located. Notwithstanding the setbacks provided for in Tables 1 and 2, when a residence is located on an adjacent parcel, the minimum side setback from the lot line for a new tower must be equal to the height of the proposed tower, unless:

i. The tower is constructed with breakpoint design technology. If the tower has been constructed using breakpoint design technology, the minimum setback distance shall be equal to 110 percent of the distance from the top of the structure to the breakpoint level of the structure, or the applicable zone's minimum side setback requirements, whichever is greater. (For example, on a 100-foot tall monopole with a breakpoint at 80 feet, the minimum setback distance would be 22 feet [110 percent of 20 feet, the distance from the top of the monopole to the breakpoint] or the minimum side yard setback requirements for that zone, whichever is greater.) Provided, that if an applicant proposes to use breakpoint design technology to reduce the required setback from a residence, the issuance of building permits for the tower shall be conditioned upon approval of the tower design by a structural engineer.

3. Landscaping.

a. All landscaping shall be installed and maintained in accordance with this chapter. Existing on-site vegetation shall be preserved to the greatest extent reasonably possible and disturbance of the existing topography shall be minimized. The director may grant a waiver from the required landscaping based on findings that a different requirement would better serve the public interest.

b. Tower bases, when fenced (compounds), or large equipment shelters (greater than three feet by three feet by three feet), shall be landscaped. Tower bases shall be screened by fencing and landscaping, which will encompass a five-foot radius around the fenced area.

c. If fencing is installed, it shall consist of decorative masonry or wood fencing.

4. Visual Impact. All WCFs in residential zones and within 150 feet of residential zones, including equipment enclosures, shall be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the WCF. Such WCFs and equipment enclosures shall be integrated through location and design to blend in with the existing characteristics of the site. Such WCFs shall also be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings, or be compatible with the urban built environment through matching and complementing existing structures and specific design considerations, such as architectural designs, height, scale, color and texture, and/or be consistent with other uses and improvements permitted in the relevant zone.

5. Use of Stealth Design/Technology. Stealth design is required in residential zones and to the extent shown in Tables 1 and 2. Stealth and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Stealth design shall be designed and constructed to substantially conform to surrounding building designs or natural settings, so as to be visually unobtrusive. Stealth design that relies on screening WCFs in order to reduce visual impact must screen all substantial portions of the facility from view. Stealth and concealment techniques do not include incorporating faux tree designs of a kind that are not native to the Pacific Northwest.

6. Lighting. For new towers, only such lighting as is necessary to satisfy FAA requirements is permitted. All FAA-required lighting shall use lights that are designed to minimize downward illumination. Security lighting for the equipment shelters or cabinets and other on-the-ground ancillary equipment is also permitted as long as it is down shielded to keep light within the boundaries of the site. Motion detectors for security lighting are encouraged in residential zones or adjacent to residences.

7. Noise. ~~At no time shall transmission equipment or any other associated equipment (including, but not limited to, heating and air conditioning units) at any wireless communication facility emit noise that exceeds the applicable limit(s) established in EMC 18.90.140(E). Facilities utilizing passive cooling or other cooling methods that do not emit noise are to be utilized when feasible. If not feasible, cooling methods using low noise profile equipment shall be utilized. In no event shall transmission equipment or any other associated equipment (including, but not limited to, heating and air conditioning units) at any wireless communication facility emit noise that exceeds the applicable limit(s) established in EMC 18.90.140(E).~~

~~8. Signage. No facilities may bear any signage or advertisement(s) other than signage required by law or expressly permitted or required by the city. Any signage on facilities shall comply with EMC Chapter 18.97.~~

98. Code Compliance. All facilities shall at all times comply with all applicable federal, state and local building codes, electrical codes, fire codes and any other code related to public health and safety.

109. Building-Mounted WCFs.

a. In residential zones, all transmission equipment shall be concealed within existing architectural features to the maximum extent feasible. Any new architectural features proposed to conceal the transmission equipment shall be designed to mimic the existing underlying structure, shall be proportional to the existing underlying structure or conform to the underlying use and shall use materials in similar quality, finish, color and texture to the existing underlying structure.

b. In residential zones, all roof-mounted transmission equipment shall be set back from all roof edges to limit visibility from the right-of-way to the maximum extent feasible.

c. In all other zones, antenna arrays and supporting transmission equipment shall be installed so as to camouflage, disguise, or conceal them to make them closely compatible with and blend into the setting or host structure.

~~110.~~ 110. WCFs in the Public Rights-of-Way.

~~a. Preferred Locations. Facilities shall be located as far from residential uses as feasible, and on main corridors and arterials to the extent feasible. Facilities in the rights-of-way shall maintain at least a 200-foot separation from other wireless facilities (except with respect to DAS or small cell wireless facilities), except when collocated or on opposite sides of the same street.~~

~~Ba. Pole-Mounted or Tower-Mounted Equipment. All facilities in the Public Rights-of-Way shall be that are All pole or tower mounted transmission equipment (antenna) shall be~~

~~mounted and tower-mounted transmission equipment shall be mounted shall mount or place associated equipment as close as physically and technically possible feasible to the pole or tower so as to reduce the overall visual profile to the maximum extent feasible while still maintaining required safety clearances shall instead such equipment. P~~ All pole-mounted and tower-mounted transmission equipment shall be painted with flat, nonreflective colors that blend with the visual environment.

~~b. Notwithstanding the above, If mounting of base station equipment is not technically feasible, A~~ all appurtenant antenna equipment (non-antenna) within the right-of-way such equipment ~~shall be placed underground to the maximum ex. If undergrounding equipment is tentnot technically feasible, in which case it equipment shall may be placed on an adjacent lot- outside of the public rights-of-way in a manner consistent with subsection 12, below.~~

~~c.b.c. Exception from Setback Requirements.~~ Setbacks do not apply to facilities in the public rights-of-way, as shown in Tables 1 and 2.

~~1211. Accessory Base Station Equipment. In residential all zones, A~~ all base station equipment shall be ~~mounted as close as physically and technically possible to the pole or tower so as to reduce the overall visual profile to the maximum extent feasible while still maintaining required safety clearances.~~

~~a. If not technically feasible, the applicant shall consider the location of base station equipment in the following order: undergrounded, located or placed in an existing building, underground, or in an equipment shelter or cabinets.~~

~~i. Shelter or cabinets shall be that is (a)~~ designed to blend in with existing surroundings, using architecturally compatible construction and colors; and ~~(b)~~ located so as to be as unobtrusive as possible consistent with the proper functioning of the WCF.

~~13. Spacing of Towers. Towers shall a minimum spacing of one-half mile, unless it can be demonstrated that physical limitations (such as topography, terrain, tree cover or location of buildings) in the immediate service area prohibit adequate service by the existing facilities or that collocation is not feasible.~~

~~14312.~~ Entire Lot Controls. For purposes of determining whether the installation of a WCF complies with development standards, such as, but not limited to, setback and lot coverage requirements, the dimensions of the entire lot shall control, even though a WCF is located on a leased parcel within that lot.

~~151413.~~ Backup Power Sources. The city encourages proposed WCFs to include backup power sources, such as batteries or generators, to maintain wireless service in the event of an emergency, such as a natural disaster. So long as the WCF otherwise complies with this chapter, a WCF using such backup power during an emergency will be presumed to neither be detrimental to the public health, safety, and general welfare, nor injurious to, or adversely affect, the uses, property, or improvements adjacent to and in the vicinity of the site upon which the proposed use is proposed to be located.

G. Final Inspection.

1. A certificate of occupancy will only be granted upon satisfactory evidence that the WCF was installed in substantial compliance with the approved plans and photo simulations.

2. Failure to Comply. If it is found that the WCF installation does not substantially comply with the approved plans and photo simulations, the applicant immediately shall make any and all such changes required to bring the WCF installation into compliance.

H. Maintenance.

1. All wireless communication facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate wireless communication facilities.

2. The site and the wireless communication facilities, including all landscaping, fencing and related transmission equipment, must be maintained at all times in a neat and clean manner and in accordance with all approved plans.

3. All graffiti on wireless communication facilities must be removed at the sole expense of the permittee after notification by the city to the owner, operator, or both of the WCF.

4. If any FCC, state or other governmental license or any other governmental approval to provide communication services is ever revoked as to any site permitted or authorized by the city, the permittee must inform the city of the revocation within 30 days of receiving notice of such revocation.

I. Discontinuation of Use.

1. Any WCF that is no longer needed and its use is discontinued shall be reported immediately by the service provider to the community development director. Discontinued facilities shall be completely removed within six months and the site restored to its preexisting condition.

2. There shall also be a rebuttable presumption that any WCF that is regulated by this chapter and that is not operated for a period of six months shall be considered abandoned. This presumption may be rebutted by a showing that such WCF is an auxiliary backup or emergency utility or device not subject to regular use or that the WCF is otherwise not abandoned. For those WCFs deemed abandoned, all equipment, including, but not limited to, antennas, poles, towers, and equipment shelters associated with the WCF, shall be removed within six months of the cessation of operation. Irrespective of any agreement among them to the contrary, the owner or operator of such unused facility, or the owner of a building or land upon which the WCF is located, shall be jointly and severally responsible for the removal of abandoned WCFs. If the WCF is not thereafter removed within 90 days of written notice from the city, the city may remove the WCF at the owner of the property's expense or at the owner of the WCF's expense, including all costs and attorneys' fees. If there are two or more wireless communications providers collocated on a single support structure, this provision shall not become effective until all providers cease using the WCF for a continuous period of six months.

562 3. Cessation of Non-wireless Uses. If the primary function of an antenna support structure ceases
563 to operate, the wireless facility shall also be removed at the applicant's sole cost and expense
564 unless a new permit is obtained pursuant to the provisions of EMC 18.100.110.

565 J. Limits on Issued Permits. Approved conditional and administrative permits for WCFs shall be restricted
566 by the following permit limitations:

567 1. An approved permit shall be valid for one year from the date of the city's approval, with an
568 opportunity for a six-month extension. If not issued within the validity time frame, i.e., within 12 or
569 18 months, the permit shall become null and void.

570 2. The terms and conditions of an issued, but unused, permit for a WCF shall expire five years after
571 the effective date of the permit approval.

572 K. Costs Associated with Review of Applications.

573 1. In addition to the application fee, the applicant shall reimburse the city for costs of professional
574 engineers and other consultants hired by the city to review and inspect the applicant's proposal.
575 These professional services may include but are not limited to: engineering, technical reviews,
576 legal, planning, hearing examiner, environmental review, critical areas review, financial,
577 accounting, soils, mechanical and structural engineering.

578 2. The technical expert review may include, but is not limited to (a) the accuracy and completeness
579 of the items submitted with the application; (b) the applicability of analyses and techniques and
580 methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant;
581 and (d) whether the proposed WCF complies with the applicable approval criteria set forth in this
582 chapter. The selection of the third-party expert may be by mutual agreement between the provider
583 and the city, or at the discretion of the city, with a provision for the provider and interested parties
584 to comment on the proposed expert and review his or her qualifications. The applicant shall pay
585 the cost for any independent consultant fees, along with applicable overhead recovery, through a
586 deposit, estimated by the city, paid within 10 days of the city's request. When the city requests
587 such payment, the application shall be deemed incomplete for purposes of application processing
588 timelines. In the event that such costs and fees do not exceed the deposit amount, the city shall
589 refund any unused portion within 30 days after the final permit is released or, if no final permit is
590 released, within 30 days after the city receives a written request from the applicant. If the costs
591 and fees exceed the deposit amount, then the applicant shall pay the difference to the city before
592 the permit is issued.

593 L. Eligible Facilities Requests.

594 1. Procedure. This subsection describes the sole and exclusive procedure for review and approval of
595 a proposed facilities modification which the applicant asserts is subject to review under Section
596 6409 of the Spectrum Act. In the event that any part of an application for a project permit approval
597 includes a proposed facilities modification, the proposed facilities modification portion of the
598 application shall be reviewed under this subsection.

2. Nonconforming Structures. This subsection shall not apply to a proposed facility modification to an eligible support structure that is not a legally conforming or legally nonconforming structure at the time the completed eligible facilities modification application is filed with the city.

3. Replacement. This subsection shall not apply to a proposed facility modification to an eligible support structure that will involve replacement of the tower or base station.

4. SEPA Review. Unless otherwise provided by law or regulation, decisions pertaining to eligible facilities requests are exempt from the requirements of RCW 43.21C.030(2)(c).

5. Application. An application for an eligible facilities modification and supplemental submittals are received by the city upon the date such application is filed with the city. ~~In order to be complete, the application must include all of the information and materials required in EMC Title 16.~~

~~6. Determination of Completeness. The city shall, within 21 days after receipt of the application, review the application under the procedures set forth in subsection (L)(7) of this section.~~

7. Time Frame for Review – Approval/ Denial.

a. Within 60 days of the date on which an applicant submits an application seeking approval for an eligible facilities request, the city shall either approve the application (unless the application is tolled as set forth in subsection (L)(8) of this section), or determine that the application ~~is does not meet the requirements to qualify as not covered by~~ an eligible facilities request.

b. An eligible facilities application shall be approved, and an eligible facilities permit issued, upon determination by the city that the proposed facilities modification is subject to this section and that it does not substantially change the physical dimensions of an eligible support structure. An eligible facilities application shall be denied upon written determination by the city that the proposed facilities modification is not subject to this section or will substantially change the physical dimensions of an eligible support structure. A proposed facilities modification will substantially change the physical dimensions of an eligible support structure if it meets any of the substantial change criteria in Chapter 18.20 EMC (Definitions).

c. An eligible facilities modification permit issued pursuant to this subsection, and any application that has been deemed approved, shall be and is conditioned upon compliance with any generally applicable building, structural, electrical, and health/safety codes.

8. Tolling of Time Frame for Review. The application review period begins to run when the application is received, and may be tolled when the city determines that the application is incomplete and provides notice of an incomplete application; or by mutual agreement between the city and the applicant.

a. To toll the time frame for an incomplete application, the city must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application. Such delineated information is limited to documents or information reasonably related to determining whether the request meets the requirements to qualify as an eligible facilities request.

638 b. The time frame for review begins running again when the applicant makes a
639 supplemental submission in response to the city’s notice of incomplete application.

640 c. Following a supplemental submission by the applicant, the city will notify the applicant
641 within 10 days that the supplemental submission did not provide the information identified
642 in the original notice delineating missing information. The time frame is tolled in the case
643 of second or subsequent notices pursuant to the procedures identified in this subsection.
644 Second or subsequent notices of incompleteness may not specify missing documents or
645 information that were not delineated in the original notice of incomplete application.

646 9. Failure to Act. In the event that the city fails to approve or deny an eligible facilities request
647 within the time frame for review in subsection (L)(8) of this section (accounting for any tolling), the
648 request shall be deemed approved. The deemed approval does not become effective until the
649 applicant notifies the city in writing after the review period has expired (accounting for any tolling)
650 that the application has been deemed approved.



CITY OF EDGEWOOD STAFF REPORT PLANNING COMMISSION AGENDA ITEM

Date: February 14, 2022

Title: Wireless Ordinance

Attachments: 1) Proposed code amendments to EMC Title 18

Submitted By: Emily Arteche, AICP, Planning Manager

Background:

The deployment of new small cell networks will look different than the 3G and 4G deployments of the past. Over the last few years, providers have been increasingly looking to densify their networks with new small cell deployments that have antennas much smaller than previous systems. This new small cell technology is sought after by wireless companies, whereas Distributed Antenna Systems (DAS) are not. Examples of common DAS deployment include wireless coverage to hotels, subways, airports, hospitals, businesses, roadway tunnels, etc.

City staff has recognized a need to update the Edgewood Municipal Code (EMC) related to wireless facilities to ensure that the City's regulations are up-to-date with current industry standards and federal regulations set by the United States Federal Telecommunication Commission (FCC). The changes are outlined below:

- Updated definition for small wireless facilities, currently found in EMC 18.20.220
- Removal of references to unfulfilled technology at the local level, Distributed Antenna Systems (DAS)
- Accurate description of the City's review processes, procedures, and preferences; including Aesthetic and Location Standards
- Compatibility with United States Federal Communications Commission (FCC) regulations
- Compatibility between small cell wireless infrastructure and street light standards to be adopted soon

On December 13, 2021, staff and the Planning Commission discussed the proposed changes. The Commission requested a Public Hearing on the proposed code changes at the January 10th meeting.

On January 10, 2022, the Planning Commission held a public hearing to solicit public input on proposed code changes to EMC Title 18, pertinent to wireless facilities, technology, regulations, and the City's wireless processes, procedures, and preferences.

The City received public comments from two wireless carriers, Verizon, and AT&T. Public Comments, staff responses and proposed changes to the January 10, 2022 draft amendments are summarized in the table below.

Verizon	Antenna equipment (other than cabling) that exceeds four (4) cubic feet shall be undergrounded if technically feasible is not the volume allowed by the FCC Order.	Proposed change; four (4) to twelve (12) cubic feet.	☒
Verizon	Placing radios underground separates the antennas from the radios in such a way that the signal is degraded through path loss. There is limited space in the ROW and vaulting requires sufficient space for workers to enter the vault for maintenance. In the Pacific Northwest, the amount of rainfall endangers underground equipment with risk of flooding and corrosion. This is not a viable option for this technology.	Proposed change; four (4) to twelve (12) cubic feet will allow more radio equipment to be pole mounted. The proposed change accommodates more than the largest of the wireless carrier SWF equipment, i.e., AT&T's 10.7 cubic feet "micro" facility. Cities can regulate the location of equipment as long as cities do not unreasonably discriminate among providers of functionally equivalent services.	☒
AT&T	AT&T suggests that the City reconsider what appears to be a preference for ground-mounted SWF equipment over pole-mounted SWF equipment in the right-of-way, and;	Proposed change to emphasize a City preference for pole mounted equipment before ground-mounted.	☒
AT&T	It is not clear from the proposed aesthetic standards whether SmartStack pole, i.e., "stealth" installation would be allowed because the proposed equipment limit refers to "equipment" not an "equipment cabinet." AT&T suggests the City allow these stealth designs.	The draft provisions do not bar the use of stealth designs.	☐
Verizon	The BP zone allows for a tower height of 70 feet in the Right-of-Way, (ROW) and 100 feet outside of ROW. These 2 standards are inconsistent.	The standards are different allowing a higher heights in the zone than in the ROW. Height limits may increase from both through an approved Conditional Use Permit (CUP).	☐
Verizon	Under the 2018 FCC Order, Foot Note 252, a municipality may not	The draft provision do not bar the use of a variety of installation locations. The	☐

	require a quid pro quo, such as installation on city owned property as a location criterion.	FCC footnote referenced explains that cities can't condition approvals on conditions that providers supply in-kind service or benefit to the City, such as installing a communications network dedicated to the City's exclusive use.	
Verizon	Verizon requests the original language be retained. There is signage required by the FCC that the city may not regulate.	The Supreme Court case, <i>Reed vs. Gilbert</i> 576 U.S. 155. set the precedent that any regulation for which the regulator or applicant has to read the content of the sign is an unconstitutional content based restriction.	☐
AT&T	The City's proposed changes appear to add ambiguity regarding placement of supporting equipment for macro facilities in the right-of-way. Attachment of antennas to existing/replacement structures such as utility poles is a preferred means of locating wireless facilities in the City. The size of macro equipment and the need for climate-controlled space and room for maintenance access is not feasible in the constrained space of the right of way. And; SWF equipment may not be feasibly placed underground, and such placement has undesirable impacts for the public, for the following reasons: Attenuation of signal, Limited underground space, Potential water damage and unreliability, Undesirable impacts of vaulting: noise, and Undesirable impacts of vaulting: construction and maintenance.	Proposed changes to the draft provisions provide clarifying language to encourage mounting as close as physically and technically possible to the pole or tower. Other placement options include undergrounding and on adjacent properties. Proposed changes to the draft provisions provide clarifying language on the use of "technically feasible" which provide for the review and consideration of the most appropriate location of base station equipment. Proposed changes to the draft provisions provide for cessation of non-wireless uses for WCF facilities collocated with non-wireless uses. If the primary function of a support structure serving as the host site for a wireless facility becomes unnecessary, the support structure shall not be retained unless a permit is obtained pursuant to the provisions of EMC 18.100.110(E).	☒
Verizon	Sites designed to add capacity use spectrum that does not travel very far and the ½ mile limitation may not work for that reason.	Proposed change to delete this section.	☒

Public Hearing:

The Planning Commission is continuing the public hearing from January 10, 2022, to solicit public input on the proposed code changes to EMC Title 18, pertinent to wireless facilities, technology, regulations, and the City's wireless processes, procedures, and preferences.

From: Meridee Pabst <meridee.pabst@wirelesspolicy.com>

Sent: Monday, February 14, 2022 9:50 AM

To: Emily Arteché <emily@cityofedgewood.org>; Kim Allen <kim.allen@wirelesspolicy.com>

Subject: Re: Monday February 14 Planning Commission Meeting

Hi Emily,

I think there is a scrivener's error in the proposed code change where it addresses the distance between a small wireless equipment cabinet and the utility pole. I believe the word "antenna(s)" below should be "support structure" –

~~b.ec. ERelated base station Antenna Equipment for small cell facilities of up to four~~
~~(4)twelve (12) cubic feet shall be surface mounted as close to the antenna(s) as technically~~
~~feasible but not placed more than six inches from the surface of the support structure~~
~~unless a further distance is technically required.~~

Thanks and see you tonight,

Meridee Pabst
425-628-2660 Direct



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, February 22, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinger, Councilmember West, Councilmember Creley, Councilmember Day, Councilmember Buckley (arrived at 7:03pm), Deputy Mayor Tomy, Councilmember Lowry (arrived at 7:02pm) **Excused:** Councilmember Keith

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT/Facilities Director Matthew Ray, Police Chief Mark Berry

2 AUDIENCE COMMENT

There were no audience comments.

3 MAYOR'S REPORT

Mayor Eidinger read his report into the record and then invited each director to speak on topics of their choosing.

4 CONSENT AGENDA:

- A. Regular City Council Meeting Minutes of February 8, 2022
- B. Study Session Meeting Minutes of February 15, 2022
- C. **AB22-011** – a motion approving February 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$148,728.93 and Vendor Check Numbers 25319 through 25341 with EFT and Direct Pay Payments in the amount of \$253,002.94. Total distributions submitted for review and authorization in the amount of \$401,731.87.
- D. **AB22-012** – Purchase Order – F-350 Truck Utility Box
- E. **AB22-013** – Approval of City of Edgewood Commission and Board 2022 Work Plans
Motion: As read, **Action:** Approve, **Moved by:** Councilmember Mark **Seconded by:** Councilmember West **Motion Passed 6-0**

5 COUNCIL BUSINESS

- A. **AB22-014** – Regional Transportation Plan Comment
Public Works Director Metzler reviewed the edits to the original comment presented at the previous Study Session. A detailed discussion then ensued between the Council and staff.
Motion: As Read, **Action:** Approve, **Moved by:** Councilmember Day **Seconded by:** Councilmember Creley **Motion Passed 6-0**

6 COUNCIL COMMENTS

Mayor Eidinger spoke.
Councilmember Day spoke.
Councilmember Creley spoke.

7 ADJOURN

Mayor Eidinger adjourned the meeting at 7:20pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, March 1, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinger, Councilmember West, Councilmember Creley, Councilmember Day, Councilmember Keith, Deputy Mayor Tomin, Councilmember Lowry (arrived at 7:01pm) **Excused:** Councilmember Buckley **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT/Facilities Director Matthew Ray, Police Chief Mark Berry.

2 COUNCIL BUSINESS

- A.** Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)
Councilmember West discussed the shared video in detail with the Council.
- B.** Discussion – Ordinance – Title 18 – 18.100.110 Wireless Communications
Planning Manager Emily Arteche brought this topic forward for review and discussion with the Council.
- C.** Discussion – Title 8 – Noise Code Amendments
Community and Economic Development Director Groth and Police Chief Berry brought this agenda item forward. A detailed discussion then ensued with the consensus to bring this item back at a later date for further review.
- D.** Discussion – Meridian Avenue E. Sewer Extension Assessment Reimbursement Area
Public Works Director Metzler discussed this topic with the Council.
- E.** Discussion – Resolution – General Sewer Plan Update Contract Amendment
Public Works Director Metzler reviewed the details of the contract amendment, asking that it be placed on the upcoming consent agenda.
- F.** Discussion – Resolution – Clark Nuber Personal Service Agreement – American Recovery Plan Act (ARPA)
Assistant City Administrator Gray discussed this agenda item in detail.

3 OTHER COUNCIL ITEMS

Mayor Eidinger spoke on the TIF discussion points.
Deputy Mayor Tomin spoke.
Councilmember Lowry spoke.
Councilmember Creley spoke.
Councilmember Day spoke.
Councilmember Keith spoke.
Councilmember West spoke.

4 ADJOURN

Mayor Eidinger adjourned the meeting at 8:57pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eiding
Mayor



PARKS AND RECREATION ADVISORY BOARD (VIRTUAL) MEETING SUMMARY

Wednesday, January 12, 2021 – 6pm ♦ City Hall – 2224 104th Avenue East ♦

1. CALL TO ORDER

Brian Levenhagen called the meeting to order at 6:00pm

2. ROLL CALL

Present: Brian Levenhagen, Jeff Southard, Linda Howard, Anne Percival, Amity Highley, Stacie Farmer
Bill Hilton (*joined at 6:11pm*)

Council Liaison: Rosanne Tomy

City Staff Present: Public Works Director (PWD) Jeremy Metzler, IT Director Matthew Ray

3. APPROVAL OF MEETING SUMMARY

Linda Howard **MOVED**, Anne Percival **SECONDED** to approve the December 8, 2021 Meeting Summary.
APPROVED (7-0)

4. OLD BUSINESS

- Edgewood Community Park – Dedication Ceremony Planning
Public Works Director Metzler gave a brief update on progress at the new park. March 26, 2022 at 10am is still the target date for the opening ceremony. Discussion then ensued about overflow parking, keepsake handouts, and photos of the event.
- Edgewood Parks – Entry and Regulatory Signage
Board members viewed the proposed sign for Edgewood Community Park, as well as location options.
- Port of Tacoma Grant Opportunity – Interurban Trail
Bill Hilton will be reaching out to Pierce County to see what they submitted for their application for review and comparison.
- Community Garden Requests (signage, etc.)
Anne Percival inquired as to the size of the sign they may obtain for the space.
- Future Agendas List / 2022 Work Plan
Public Works Director Metzler reviewed this agenda item line by line with board members, and a detail discussion then ensued.

5. NEW BUSINESS

- Parks Appreciation Day Planning (April 23, 2022?)
Public Works Director Metzler asked that board members consider the proposed date, and discuss it further at the February meeting.

6. ADJOURN – 7:58PM



CITY OF EDGEWOOD
ECONOMIC DEVELOPMENT ADVISORY BOARD (EDAB)
MEETING MINUTES
Monday, January 3, 2022 at 6 p.m.
Meeting Held Virtually via Zoom: (<https://zoom.us/j/92275379112>)

1. **CALL TO ORDER:** Chair Wiesenfeld called the meeting to order at 6:05 p.m.
 - A. **Members Present:** Chair Wiesenfeld; Butterfield; Neil; and Swanson
 - B. **Commissioners Absent:** Clark
 - C. **Staff Member(s) Present:** Darren Groth, CED Director
Emily Arteche, Planning Manager
Morgan Dorner, Senior Planner
 - D. **Others Present:** Councilmember Tomy
2. **CONSENT AGENDA:**
 - A. **Agenda Approval**
 - B. **Approval of Meeting Minutes for December 6, 2021**
 - C. **Review of October Development Review Reports**
 - i. Wiesenfeld moved to approve, as presented.
 - ii. The Board voted 4-0 to approve the Consent Agenda.
3. **CITIZEN COMMENT PERIOD:**
 - A. One citizen comment regarding a correction to the meeting agenda document date.
4. **OLD BUSINESS**
 - A. EDAB Training Video (approx. 30 minutes)
 - i. Chair Wiesenfeld introduced this item and provided a brief background of the trainings EDAB has taken so far. Members decided to proceed with the agenda and then play the training video at the end of the meeting.
 - ii. Morgan Dorner provided a brief introduction of the training video for “A Short Course on Local Planning: Legal Primer on Planning and Development in Washington State” from Department of Commerce and the first half of the video was played.
 - iii. Discussion ensued
 - B. Town Center
 - i. Morgan Dorner provided a brief background and update regarding the Town Center Subarea Plan, then presented the new webpage for it on the City’s website, found online here <https://www.cityofedgewood.org/317/Town-Center-Subarea-Plan>.
 - ii. Darren Groth provided a status update and brief background of the Town Center Subarea Plan Community Workshop to be held virtually on Thursday January 27, 2022. Darren Groth encouraged EDAB to attend and to share the workshop with the public.
 - iii. Discussion ensued regarding outreach efforts by the City and how EDAB members could help with that.
 - C. Edgewood Business Map
 - i. Chair Wiesenfeld introduced this item and provided a brief background.

- ii. Morgan Dornier provided a brief update regarding a City of Edgewood Businesses Map and making it available on the City's website.
- D. 2021 & 2022 Work Plan
 - i. Chair Wiesenfeld introduced this item and provided a brief background. Additional explanation of the process and timeline for these work plans was provided.
 - ii. Chair Wiesenfeld proposed to remove "Business [garden] tour" from the work plan, Butterfield agreed. Darren Groth responded stating that we could revise the 2022 work plan to remove this item.
 - iii. Emily Arteche proposed adding to the 2022 Work Plan, an "Economic Development" element to the City's Comprehensive Plan. Each member agreed that this would be a good addition to the work plan.
 - iv. Discussion ensued.
- 6. **NEW BUSINESS:**
 - A. Vice Chair Appointment
 - i. Chair Wiesenfeld nominated Swanson, to which Swanson accepted and all voted in favor the appointment of Swanson to the position of Vice Chair for the Economic Development Advisory Board (EDAB).
 - ii. Chair Wiesenfeld briefly mentioned this item and asked if others will be able to attend.
- 7. **STAFF COMMENTS:**
 - A. February 15, 2022 Joint Meeting with City Council, Boards, and Commissions
 - i. Chair Wiesenfeld briefly mentioned this item and asked if others will be able to attend.
- 8. **BOARD COMMENTS:**
 - A. Chair Wiesenfeld brought up future calendar dates that conflict with holidays. Darren Groth responded that EDAB could make the calendar an action item to adopt these changes as EDAB's regular calendar for 2022 and publish it for the whole year
 - B. Chair Wiesenfeld provided notice that three appointments come to an end this year, and sometime in April, he will ask members if they intend to seek reappointment.
 - C. Neil commented on a crosswalk on Meridian near Acorn brewing, and that the City should look into making that crosswalk more visible. Neil also commented on the maintenance of sidewalks during snow/inclement weather. Sidewalks near City Hall were not accessible. Darren Groth responded that the City would look into it and provide a response at the next meeting.
- 9. **BOARD MEMBER UPDATES:**
 - A. None
- 10. **ADJOURN:** Chair Wiesenfeld adjourned the meeting at 7:00 p.m.



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING MINUTES

Monday, January 10, 2022 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Meeting Held Virtually via Zoom

1. **CALL TO ORDER:** Chair Overfield called meeting to order at 5:59 PM
 - A. **Commissioners Present:** Overfield; Guillory; Greene; Wagner; Pincas; Ramirez; Slate
 - B. **Commissioners Absent:** None
 - C. **Staff Member(s) Present:** Darren Groth, CED Director
Emily Arteche, Planning Manager
Evan Hietpas, Associate Planner
 - D. **Others Present:** Councilmember Day
2. **CONSENT AGENDA:** Greene motioned to APPROVE as presented; Pincas seconded. Commission voted 7-0 to approve the Consent Agenda.
3. **CITIZEN COMMENTS:** None
4. **PUBLIC HEARINGS:**
 - A. Wireless Ordinance
 - i. Chair Overfield opened the public hearing at 6:00.
 - ii. Arteche briefed the Commission and public on the proposed amendments to the Edgewood Municipal Code.
 - iii. Meridee Pabst, representing Wireless Policy Group (1420 NW Gilman Blvd Ste #9030 Issaquah, WA 98027) on behalf of AT&T, provided public comment on the proposed code amendments, offering availability to work with city staff to address the written comments that were submitted prior to the Public Hearing.
 - iv. Kim Allen, representing Wireless Policy Group (1420 NW Gilman Blvd Ste #9030 Issaquah, WA 98027) on behalf of Verizon, provided public comment on the proposed code amendments, offering availability to work with city staff to address the written comments that were submitted prior to the public hearing.
 - v. Chair Overfield asked for a motion to continue the public hearing through February 14, 2022. Slate motioned to approve the continuation; Wagner seconded. Commission voted 7-0 to continue the public hearing.
 - B. Noise Ordinance
 - i. Chair Overfield opened the public hearing at 6:07.
 - ii. Groth briefed the Commission and public on the proposed amendments to the Edgewood Municipal Code.
 - iii. No public comment received. Chair Overfield closed the public hearing at 6:16.
 - C. GIS Map Code Updates
 - i. Chair Overfield opened the public hearing at 6:16.
 - ii. Hietpas briefed the Commission and public on the proposed amendments to the Edgewood Municipal Code.
 - iii. No public comment received. Chair Overfield closed the public hearing at 6:18.

5. ACTION ITEMS:

A. Wireless Ordinance

- i. Action was taken on this agenda item following the public hearing. See minutes under Wireless Ordinance public hearing.

B. Noise Ordinance

- i. Chair Overfield requested a motion to recommend the approval of the proposed amendments to the Edgewood Municipal Code. Pincas motioned to approve; Guillory seconded. Commission voted 5-2 to recommend approval.

C. GIS Map Code Updates

- i. Chair Overfield requested a motion to recommend the approval of the proposed amendments to the Edgewood Municipal Code. Greene motioned to approve; Guillory seconded. Commission voted 7-0 to recommend approval.

D. 2022 Work Plan

- i. Hietpas briefed the Commission on their proposed 2022 Work Plan items, in preparation for the February 15, 2022 City Council meeting.
- ii. Chair Overfield requested a motion to recommend the approval of the proposed 2022 Work Plan items. Pincas motioned to approve; Ramirez seconded. Commission voted 7-0 to recommend approval.

6. DISCUSSION ITEMS:

A. Old Business:

i. Town Center (TC)

- Hietpas opened the discussion on the Town Center Subarea Plan, focusing on public outreach and the first community workshop scheduled for Thursday January 27th.
- The Commission and staff discussed how to facilitate a meaningful public involvement process and shared personal desires for the future of Town Center.

Note: Commissioner Slate left the meeting at 6:40 PM during the discussion on Town Center.

7. STAFF COMMENTS:

- A. Groth briefed the Commissioners on two relevant upcoming City Council agenda items.

8. COMMISSIONER COMMENTS: None

9. ADJOURN: Chair Overfield adjourned meeting at 7:09 PM.

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>AWC EFT 2/28/2022</u>	AWC Employee Benefit Trust	2/28/2022	\$52,596.39
<u>DCP EFT 2/28/2022</u>	Deferred Compensation Program	2/28/2022	\$17,238.89
<u>DCS EFT 2/28/2022</u>	WA State Support Registry	2/28/2022	\$719.00
<u>Direct Deposit Run -</u>	Payroll Vendor	2/28/2022	\$92,664.36
<u>DRS EFT 2/28/2022</u>	Dept of Retirement Systems	2/28/2022	\$20,882.97
<u>IRS EFT 2/28/2022</u>	IRS 941	2/28/2022	\$17,255.98
Total			\$201,357.59

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25341 Last Number Issued Previous Authorization			
<u>25342</u>	Active Construction, Inc.	3/8/2022	\$109,722.45
<u>25343</u>	AHBL	3/8/2022	\$2,568.75
<u>25344</u>	Alpine Products Inc.	3/8/2022	\$246.90
<u>25345</u>	Berger Partnership	3/8/2022	\$945.00
<u>25346</u>	Bob's Property Solutions, Inc.	3/8/2022	\$15,652.45
<u>25347</u>	Briar Group Inc.	3/8/2022	\$3,850.00
<u>25348</u>	City of Edgewood	3/8/2022	\$324.06
<u>25349</u>	Code Publishing Inc.	3/8/2022	\$555.00
<u>25350</u>	Convergint Technologies LLC	3/8/2022	\$2,081.20
<u>25351</u>	Dave Gray	3/8/2022	\$35.00
<u>25352</u>	Department of Transportation	3/8/2022	\$153.76
<u>25353</u>	Drain-Pro	3/8/2022	\$1,126.50
<u>25354</u>	Microsoft Corporation	3/8/2022	\$713.90
<u>25355</u>	Nelson Truck Equipment	3/8/2022	\$3,639.36
<u>25356</u>	Northwest Custom Apparel	3/8/2022	\$165.00
<u>25357</u>	Office Depot	3/8/2022	\$63.23
<u>25358</u>	Pierce County Budget & Finance Jail	3/8/2022	\$379.69
<u>25359</u>	Pierce County Budget & Finance PW	3/8/2022	\$1,618.45
<u>25360</u>	Pierce County Budget & Finance Sheriff	3/8/2022	\$512,781.66
<u>25361</u>	Raedeke Associates, Inc.	3/8/2022	\$20,268.50
<u>25362</u>	Rhay Design LLC	3/8/2022	\$2,000.00
<u>25363</u>	Sterling Automotive Service	3/8/2022	\$513.58
<u>25364</u>	The Pin Center	3/8/2022	\$1,542.00
<u>25365</u>	Vision Municipal Solutions, LLC	3/8/2022	\$683.54
<u>25366</u>	WA Assoc. of Building Officials	3/8/2022	\$360.00
<u>25367</u>	West Coast Signal, Inc.	3/8/2022	\$3,135.00
<u>Direct Pay Payment</u>	American Traffic Solutions	3/8/2022	\$28,500.00
<u>Direct Pay Payment</u>	CDW Government	3/8/2022	\$1,221.66
<u>Direct Pay Payment</u>	Pape Machinery Inc.	3/8/2022	\$97.52
<u>Direct Pay Payment</u>	TK Elevator	3/8/2022	\$1,138.43
<u>EFT Payment 3/3/2022</u>	All Color	3/8/2022	\$277.75
<u>EFT Payment 3/3/2022</u>	Comcast	3/8/2022	\$498.75
<u>EFT Payment 3/3/2022</u>	Crystal Springs	3/8/2022	\$104.67
<u>EFT Payment 3/3/2022</u>	ESI Security	3/8/2022	\$81.68
<u>EFT Payment 3/3/2022</u>	Grainger	3/8/2022	\$103.74
<u>EFT Payment 3/3/2022</u>	Mt. View-Edgewood Water Co.	3/8/2022	\$276.71
<u>EFT Payment 3/3/2022</u>	Murrey's Disposal Company	3/8/2022	\$157.79
<u>EFT Payment 3/3/2022</u>	Pitney Bowes Global Financial Services	3/8/2022	\$188.54

Total Claims Voucher Distribution	\$717,772.22
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Total Distribution Submitted for Review & Authorization	\$919,129.81
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$919,129.81
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Daryl Eidinger

_____ Council Member



Voucher Directory

Fiscal : 2022 - March

Council Date : 2022 - March - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Active Construction, Inc.	25342			2022 - March - 1st Council Meeting	
		2/2022 Pay Request			
			February Pay Request- 36th & Meridian Park		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$109,722.45
			36th & Meridian Park		
		Total 2/2022 Pay Request			\$109,722.45
	Total 25342				\$109,722.45
Total Active Construction, Inc.					\$109,722.45
AHBL	25343			2022 - March - 1st Council Meeting	
		130268			
			12/26/21-1/25/22 Prologis Review		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$2,568.75
			Prologis Review		
		Total 130268			\$2,568.75
	Total 25343				\$2,568.75
Total AHBL					\$2,568.75
All Color					
	EFT Payment 3/3/2022 12:03:46 PM - 1			2022 - March - 1st Council Meeting	
	4389				
		February Services			
		001-018-000-518-20-49-11		City Employee Team Building	\$277.75
				Screenprinting Sweatshirts for City Staff	
		Total 4389			\$277.75
	Total EFT Payment 3/3/2022 12:03:46 PM - 1				\$277.75
Total All Color					\$277.75
Alpine Products Inc.	25344			2022 - March - 1st Council Meeting	
		TM-207479			
			February Purchases		
			101-000-000-542-64-31-11	Traffic Control Devices-Signs	\$246.90

Vendor	Number	Reference	Account Number	Description	Amount
				Temporary Roll-Up Construction Signs	
		Total TM-207479			\$246.90
	Total 25344				\$246.90
Total Alpine Products Inc.					\$246.90
American Traffic Solutions					
	Direct Pay Payment 3/3/2022 12:08:57 PM - 1		2022 - March - 1st Council Meeting		
	INV0029143				
		February Traffic Camera Services			
		001-021-000-521-70-41-11		Traffic Policing-Traffic Camera Contract	\$28,500.00
				6 school zone cameras	
		Total INV0029143			\$28,500.00
	Total Direct Pay Payment 3/3/2022 12:08:57 PM - 1				\$28,500.00
Total American Traffic Solutions					\$28,500.00
Berger Partnership					
	25345		2022 - March - 1st Council Meeting		
		34357			
		Prj. 20195029.00 36th & Meridian Ph 1			
		310-000-000-594-76-41-03		Professional Svs.-Property	\$945.00
				36th & Meridian Ph 1	
		Total 34357			\$945.00
	Total 25345				\$945.00
Total Berger Partnership					\$945.00
Bob's Property Solutions, Inc.					
	25346		2022 - March - 1st Council Meeting		
		021622			
		February Services			
		101-000-000-542-70-48-04		Roadside- ROW Veg Maint Contractor	\$9,299.95
				Tree Removal- 29th Street	
		Total 021622			\$9,299.95
		021722			
		February Services			
		101-000-000-542-70-48-04		Roadside- ROW Veg Maint Contractor	\$6,352.50
				Tree Removal- Chrisella Rd E & Karshner	
		Total 021722			\$6,352.50
	Total 25346				\$15,652.45
Total Bob's Property Solutions, Inc.					\$15,652.45

Vendor	Number	Reference	Account Number	Description	Amount
Briar Group Inc.	25347			2022 - March - 1st Council Meeting	
		10121			
			February Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$3,850.00
				Hydoseeding- Mudslide on Chrisella Road	
		Total 10121			\$3,850.00
	Total 25347				\$3,850.00
Total Briar Group Inc.					\$3,850.00
CDW Government					
	Direct Pay Payment 3/3/2022 12:08:57 PM - 2			2022 - March - 1st Council Meeting	
	S187579				
			PO 2022006		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$1,221.66
				PO 2022006- Toner for Xerox WorkCenter 6515	
		Total S187579			\$1,221.66
	Total Direct Pay Payment 3/3/2022 12:08:57 PM - 2				\$1,221.66
Total CDW Government					\$1,221.66
City of Edgewood					
	25348			2022 - March - 1st Council Meeting	
		022222			
			Permit #22-1085 COE Community Park Sign		
			001-076-000-576-80-41-01	Professional Services	\$324.06
				Permit #22-1085 City of Edgewood Community Park Sign	
		Total 022222			\$324.06
	Total 25348				\$324.06
Total City of Edgewood					\$324.06
Code Publishing Inc.					
	25349			2022 - March - 1st Council Meeting	
		GC00115977			
			2022 Annual Web Fees		
			001-018-000-514-30-42-06	Website Services	\$555.00
				2022 Annual Web Fees	
		Total GC00115977			\$555.00
	Total 25349				\$555.00
Total Code Publishing Inc.					\$555.00
Comcast					
	EFT Payment 3/3/2022 12:03:46 PM - 2			2022 - March - 1st Council Meeting	
	8498 35 021 0458551 2/25-3/24/22				
			2/25-3/24/22 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$406.85

Vendor	Number	Reference	Account Number	Description	Amount
				City Hall Internet	
		Total 8498 35 021 0458551 2/25-3/24/22			\$406.85
		8498 35 021 0602869 3/1-3/28/22			
		3/1-3/28/22 Services			
			001-018-000-518-30-42-01	Telecommunications Charges	\$91.90
				City Hall Public Internet	
		Total 8498 35 021 0602869 3/1-3/28/22			\$91.90
		Total EFT Payment 3/3/2022 12:03:46 PM - 2			\$498.75
Total Comcast					\$498.75
Convergint Technologies LLC					
	25350			2022 - March - 1st Council Meeting	
		308124			
			Customer Support Plan- Lenel Susp		
			001-018-000-518-85-49-03	Computer Subscriptions	\$2,081.20
				Customer Support Plan- Lenel Susp	
		Total 308124			\$2,081.20
	Total 25350				\$2,081.20
Total Convergint Technologies LLC					\$2,081.20
Crystal Springs					
		EFT Payment 3/3/2022 12:03:46 PM - 3		2022 - March - 1st Council Meeting	
		15787820 022322			
			Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$104.67
				Water Delivery	
		Total 15787820 022322			\$104.67
		Total EFT Payment 3/3/2022 12:03:46 PM - 3			\$104.67
Total Crystal Springs					\$104.67
Dave Gray					
	25351			2022 - March - 1st Council Meeting	
		020122-DG			
			February Reimbursement		
			001-013-000-513-10-43-01	Travel/Training Costs	\$35.00
				MRSC Webinar- "Process Matters"	
		Total 020122-DG			\$35.00
	Total 25351				\$35.00
Total Dave Gray					\$35.00

Vendor	Number	Reference	Account Number	Description	Amount
Department of Transportation					
	25352			2022 - March - 1st Council Meeting	
		RE-313-ATB20214089			
			January Svcs Emerald St. Signal Improvements		
			340-000-000-595-64-63-01	Traffic Control Devices-Other Improvements	\$153.76
				Emerald St. Signal Improvements	
		Total RE-313-ATB20214089			\$153.76
	Total 25352				\$153.76
Total Department of Transportation					\$153.76
Drain-Pro					
	25353			2022 - March - 1st Council Meeting	
		25039			
			March Svcs PW Garage		
			001-076-000-576-80-45-03	Operating Rentals	\$129.50
				PW Garage	
		Total 25039			\$129.50
		35038			
			March Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$201.50
				Trailhead Park	
		Total 35038			\$201.50
		95035			
			March Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$443.00
				Edgemont Park	
		Total 95035			\$443.00
		95036			
			March Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$241.00
				Nelson Nature Park	
		Total 95036			\$241.00
		95037			
			March Svcs Nelson Farm		
			001-076-000-576-80-45-03	Operating Rentals	\$111.50
				Nelson Farm	
		Total 95037			\$111.50
	Total 25353				\$1,126.50
Total Drain-Pro					\$1,126.50
ESI Security					
		EFT Payment 3/3/2022 12:03:46 PM - 4		2022 - March - 1st Council Meeting	
		001395			
			February Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$81.68

Vendor	Number	Reference	Account Number	Description	Amount
				Keys for Parks	
		Total 001395			\$81.68
		Total EFT Payment 3/3/2022 12:03:46 PM - 4			\$81.68
Total ESI Security					\$81.68
Grainger					
	EFT Payment 3/3/2022 12:03:46 PM - 5			2022 - March - 1st Council Meeting	
	9207700866				
		February Purchases			
		001-076-000-576-80-31-01		Operational Supplies	\$103.74
				Respirator & Cartridges (T.Roland)	
		Total 9207700866			\$103.74
		Total EFT Payment 3/3/2022 12:03:46 PM - 5			\$103.74
Total Grainger					\$103.74
Microsoft Corpotation					
	25354			2022 - March - 1st Council Meeting	
		9408322550			
		February Service			
		001-018-000-518-30-41-01		Professional Services	\$713.90
				PO 2022009 Repairs to Surface Book (M.Ray)	
		Total 9408322550			\$713.90
		Total 25354			\$713.90
Total Microsoft Corpotation					\$713.90
Mt. View-Edgewood Water Co.					
	EFT Payment 3/3/2022 12:03:46 PM - 6			2022 - March - 1st Council Meeting	
	15690-3401 12/11/21-2/10/22				
		12/11/21-2/10/22 Svc Nelson Farm			
		001-018-000-518-30-47-02		Water	\$69.29
				Nelson Farm	
		Total 15690-3401 12/11/21-2/10/22			\$69.29
	19143-3401 12/11/21-2/10/22				
		12/11/21-2/10/22 Svc 118th Ave E			
		001-018-000-518-30-47-02		Water	\$53.62
				118th Ave E	
		Total 19143-3401 12/11/21-2/10/22			\$53.62
	2-3401 12/11/21-2/10/22				
		12/11/21-2/10/22 Svc Edgemont Park			
		001-018-000-518-30-47-02		Water	\$153.80

Vendor	Number	Reference	Account Number	Description	Amount
				Edgemont Park	
		Total 2-3401 12/11/21-2/10/22			\$153.80
		Total EFT Payment 3/3/2022 12:03:46 PM - 6			\$276.71
Total Mt. View-Edgewood Water Co.					\$276.71
Murrey's Disposal Company					
		EFT Payment 3/3/2022 12:03:46 PM - 7		2022 - March - 1st Council Meeting	
		10383615S111			
			February Svc- Maint Shop		
			001-018-000-518-20-47-03	Waste Disposal	\$157.79
				Maintenance Shop	
		Total 10383615S111			\$157.79
		Total EFT Payment 3/3/2022 12:03:46 PM - 7			\$157.79
Total Murrey's Disposal Company					\$157.79
Nelson Truck Equipment					
	25355			2022 - March - 1st Council Meeting	
		728084			
			PO 2021072		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$3,639.36
				PO 2021072 Vehicle Accessories (Vehicle #16)	
		Total 728084			\$3,639.36
	Total 25355				\$3,639.36
Total Nelson Truck Equipment					\$3,639.36
Northwest Custom Apparel					
	25356			2022 - March - 1st Council Meeting	
		120486			
			January Purchases		
			001-018-000-518-20-49-11	City Employee Team Building	\$165.00
				COE Logo's on City Staff Hawaiian Shirts	
		Total 120486			\$165.00
	Total 25356				\$165.00
Total Northwest Custom Apparel					\$165.00

Vendor	Number	Reference	Account Number	Description	Amount
Office Depot	25357			2022 - March - 1st Council Meeting	
		227620326001			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$63.23
				Paper Towels, Staples, Witeout	
		Total 227620326001			\$63.23
	Total 25357				\$63.23
Total Office Depot					\$63.23
Pape Machinery Inc.					
	Direct Pay Payment 3/3/2022 12:08:57 PM - 3			2022 - March - 1st Council Meeting	
	13326650				
			February Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$97.52
				Filters for Skid Steer	
		Total 13326650			\$97.52
	Total Direct Pay Payment 3/3/2022 12:08:57 PM - 3				\$97.52
Total Pape Machinery Inc.					\$97.52
Pierce County Budget & Finance Jail					
	25358			2022 - March - 1st Council Meeting	
		CI-312978			
			January Services		
			001-021-000-523-60-41-01	Jail Services	\$379.69
				January Services	
		Total CI-312978			\$379.69
	Total 25358				\$379.69
Total Pierce County Budget & Finance Jail					\$379.69
Pierce County Budget & Finance PW					
	25359			2022 - March - 1st Council Meeting	
		CI-313087			
			January Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$1,618.45
				January Services	
		Total CI-313087			\$1,618.45
	Total 25359				\$1,618.45
Total Pierce County Budget & Finance PW					\$1,618.45
Pierce County Budget & Finance Sheriff					
	25360			2022 - March - 1st Council Meeting	
		CI-312882			
			January Services		
			001-021-000-521-20-41-01	Police Services	\$256,390.83

Vendor	Number	Reference	Account Number	Description	Amount
				January Services	
		Total CI-312882			\$256,390.83
		CI-312883			
			February Services		
			001-021-000-521-20-41-01	Police Services	\$256,390.83
				February Services	
		Total CI-312883			\$256,390.83
	Total 25360				\$512,781.66
Total Pierce County Budget & Finance Sheriff					\$512,781.66
Pitney Bowes Global Financial Services					
	EFT Payment 3/3/2022 12:03:46 PM - 8		2022 - March - 1st Council Meeting		
	3315253052				
			Postage Meter Lease		
			001-018-000-518-20-45-03	Postage Meter Lease	\$188.54
				Postage Meter Lease 12/30/21-3/29/22	
		Total 3315253052			\$188.54
	Total EFT Payment 3/3/2022 12:03:46 PM - 8				\$188.54
Total Pitney Bowes Global Financial Services					\$188.54
Raedeke Associates, Inc.					
25361			2022 - March - 1st Council Meeting		
	20220218				
			202 McCutcheon RUE - Mitigation Monitoring Review		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$19,300.00
				McCutcheon RUE - Mitigation Monitoring Review Agreement Jan 31, 2022 - Jan 31, 2032	
		Total 20220218			\$19,300.00
	59756				
			January Services		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$968.50
				203-1 Smith & Sons Wetland Review	
	Total 59756				\$968.50
	Total 25361				\$20,268.50
Total Raedeke Associates, Inc.					\$20,268.50

Vendor	Number	Reference	Account Number	Description	Amount
Rhay Design LLC	25362			2022 - March - 1st Council Meeting	
		022822-RD			
			Spring 2022 Magazine Services		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$2,000.00
				Spring 2022 Magazine Services	
		Total 022822-RD			\$2,000.00
Total 25362					\$2,000.00
Total Rhay Design LLC					\$2,000.00
Sterling Automotive Service	25363			2022 - March - 1st Council Meeting	
		0033153			
			February Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$513.58
				Truck/Trailer Connection Repair (Vehicle #7)	
		Total 0033153			\$513.58
Total 25363					\$513.58
Total Sterling Automotive Service					\$513.58
The Pin Center	25364			2022 - March - 1st Council Meeting	
		0222063			
			February Purchases		
			001-076-000-576-80-31-02	Recreation Activities & Events	\$1,542.00
				Event Coins- Edgewood Community Park Grand Opening	
		Total 0222063			\$1,542.00
Total 25364					\$1,542.00
Total The Pin Center					\$1,542.00
TK Elevator					
	Direct Pay Payment 3/3/2022 12:08:57 PM - 4			2022 - March - 1st Council Meeting	
	3006472399				
			3/1/22- 5/31/22 Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,138.43
				Elevator Maint Contract	
		Total 3006472399			\$1,138.43
Total Direct Pay Payment 3/3/2022 12:08:57 PM - 4					\$1,138.43
Total TK Elevator					\$1,138.43
Vision Municipal Solutions, LLC	25365			2022 - March - 1st Council Meeting	
		09-10387			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$683.54

Vendor	Number	Reference	Account Number	Description	Amount
				AP Checks	
		Total 09-10387			\$683.54
	Total 25365				\$683.54
Total Vision Municipal Solutions, LLC					\$683.54
WA Assoc. of Building Officials					
25366				2022 - March - 1st Council Meeting	
	42562				
		2022 Spring Building Inspector Course (J.Curbow)			
		001-058-000-558-50-43-01		Training/Travel Costs	\$360.00
				2022 Spring Building Inspector Course (J.Curbow)	
	Total 42562				\$360.00
	Total 25366				\$360.00
Total WA Assoc. of Building Officials					\$360.00
West Coast Signal, Inc.					
25367				2022 - March - 1st Council Meeting	
	3610				
		PO 2022011			
		101-000-000-542-64-31-10		Traffic Control Devices-School Zone Flashers	\$3,135.00
				PO 2022011- Foundation Caps for Northwood Westbound Traffic Camera	
	Total 3610				\$3,135.00
	Total 25367				\$3,135.00
Total West Coast Signal, Inc.					\$3,135.00
Grand Total		Vendor Count	38		\$717,772.22



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0616 – a motion to approve Resolution No. 22-0616, a third amendment to the Professional Services Agreement between the City of Edgewood and Gray and Osborne, Inc. for the 2019 General Sewer Plan Update	Agenda Item #: 5.E
	For Agenda of: 3/8/2022
	Prepared by: Jeremy Metzler
Attachments (list): 1. RES 22-0616 - G&O GSP Update Third Amendment to PSA 2. FINAL THIRD AMENDMENT GO GSP Update	
Approval of Materials: Jeremy Metzler Rachel Pitzel 3/3/2022 Dave Gray 3/3/2022 Daryl Eidinger 3/3/2022	Expenditure Required: \$266,495 Amount Budgeted: \$194,300 Timeline: 03/08/2022 RCM

Summary Statement:

The currently adopted General Sewer Plan (GSP) was developed by Parametrix, Inc. in 2004, then approved by the Department of Ecology and adopted by the City of Edgewood in June 2007. An amendment to the City of Fife's Sewer Plan was completed in 2014 and adopted by Fife in 2016, allowing sewer connections in the Non-Core Phase 1 West area. Edgewood's adopted plan currently prohibits sewer extensions and connections outside of the Phase One service area until 2027 or later, but staff and Council recognize the potential need to provide sanitary sewer service to existing residents with at-risk or failing septic systems in a more timely fashion. For these reasons, Council authorized a contract with Gray & Osborne, Inc. (G&O) to update the GSP in August 2019 with Resolution 19-0470. Since the Agreement was originally executed, the City and G&O agreed to a First Amendment which was executed by Resolution 20-0528 on October 13, 2020, and a Second Amendment executed by Resolution 21-0566 on June 8, 2021.

The City and G&O are now considering additional work not included in the previously amended scope, detailed in the attached draft materials, warranting additional compensation in an amount not to exceed \$72,195. Finally, to allow time for completion of the plan and presentation to Council, review by Ecology, and agreement(s) with treatment provider(s), we have mutually agreed to extend the contract term from July 1, 2022 to December 31, 2022. The aforementioned actions require amendments to the original agreement, as detailed in the attached resolution and amendment.

Item History:

03/01/2022 SS

Recommended Action:

MOTION to adopt **AB22-0616** – a motion to approve Resolution No. 22-0616, a third amendment to the Professional Services Agreement between the City of Edgewood and Gray and Osborne, Inc. for the 2019 General

Fiscal Note/Consideration:

This amendment represents a \$72,195 increase in the total contract amount. Staff anticipates REET revenues and the existing sanitary sewer utility fund balance will accommodate this difference.

RESOLUTION NO. 22-0616

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRAY & OSBORNE TO UPDATE THE CITY'S GENERAL SEWER PLAN

WHEREAS, by passing Resolution 19-0470 on August 13, 2019, the City Council authorized execution of a Professional Services Agreement ("Agreement") with Gray & Osborne, Inc. ("G&O") to update the City's General Sewer Plan; and

WHEREAS, the City Council authorized the First Amendment to the Agreement by passing Resolution 20-0528 on October 13, 2020; and

WHEREAS, the City Council authorized the Second Amendment to the Agreement by passing Resolution 21-0566 on June 8, 2021; and

WHEREAS, since the Agreement, First Amendment, and Second Amendment were executed, the City and Consultant have mutually agreed to additional work not included in the original scope of the Agreement or subsequent amendments; and

WHEREAS, in order to facilitate review by outside agencies, the additional work warrants an extension of the Agreement's term from July 1, 2022 to December 31, 2022; and

WHEREAS, since the Agreement and subsequent Amendments were executed, the City has discovered the existing General Sewer Plan's phased approach has created artificial barriers and prevented coordination with our neighboring service providers, thereby limiting opportunities for cost-effective improvements; and

WHEREAS, to best serve the citizens of Edgewood, the City has determined this General Sewer Plan Update should no longer limit sewer service availability using a phased approach, and instead consider a holistic, citywide approach, including coordination with neighboring service providers; and

WHEREAS, to enable completion of this citywide plan, the City and Consultant have agreed to additional work not included in the previously amended scope of the Agreement, which necessitates extending the Agreement's term from July 1, 2022 to December 31, 2022 and increasing the compensation by an additional \$72,195; and

WHEREAS, the aforementioned actions require amendments to the Agreement's term, scope of work, and compensation, which both parties desire;

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

Section 1. The Mayor is hereby authorized to enter into the Third Amendment to Professional Services Agreement, attached hereto, between the City of Edgewood and G&O, in a substantial form as attached to this resolution and incorporated herein as Exhibit A.

ADOPTED THIS 8TH DAY OF MARCH, 2021.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

Third Amendment to the Professional Services Agreement between the
City of Edgewood and Gray And Osborne, Inc for the
2019 General Sewer Plan Update

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD
AND GRAY AND OSBORNE, INC FOR THE
2019 GENERAL SEWER PLAN UPDATE**

Section I. Date and Parties.

This document ("Third Amendment"), is dated the 8th day of March, 2022, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and Gray & Osborne, Inc. ("Consultant"). This Third Amendment modifies the Professional Services Agreement dated August 13, 2019, the First Amendment dated October 13, 2020, and the Second Amendment dated June 8, 2021, all by and between the City and Consultant (collectively, the "Agreement").

Section II. General Recitals.

A. The City and Consultant entered into the Agreement for the purposes of allowing the Consultant to perform engineering and planning services described therein.

B. Since the Agreement and subsequent Amendments were executed, the City has discovered the existing General Sewer Plan's phased approach has created artificial barriers and prevented coordination with our neighboring service providers, thereby limiting opportunities for cost-effective improvements.

C. To best serve the citizens of Edgewood, the City has determined this General Sewer Plan Update should no longer limit sewer service availability using a phased approach, and instead consider a holistic, citywide approach, including coordination with neighboring service providers.

D. To enable completion of this citywide plan, the City and Consultant have agreed to additional work not included in the previously amended scope of the Agreement.

E. In consideration of the holistic planning approach, the City has been coordinating with adjacent sanitary sewer service providers in an effort to identify and determine how to best serve the entirety of the City's sewer service area.

F. The City of Puyallup provides sanitary sewer service to most of the area along the south boundary of the City of Edgewood, including areas adjacent to parcels in Edgewood recently zoned as Industrial.

G. While the City of Puyallup presently has adequate conveyance and treatment capacity to serve the Industrial-zoned Edgewood parcels, Puyallup's sewer plan will require an update before said service can be provided, and the Consultant is preparing to assist Puyallup with said update.

H. As all this additional work requires compensation, and additional time is necessary to facilitate review by outside agencies, the City and Consultant have now mutually agreed to further amend the Agreement as set forth in this Third Amendment.

Section III. Amendments to the Agreement.

A. Section 3. Terms. Section 3 of the Agreement is hereby amended to read as follows:

This Agreement shall commence on August 14, 2019, ("Commencement Date") and shall terminate on ~~July 1~~ December 31, 2022, unless extended or terminated in writing as provided herein.

B. Section 4. Compensation. Section 4 of the Agreement is hereby amended by modifying the second paragraph to read as follows:

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed ~~\$194,300.00~~ \$266,495.00, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit B.

C. Exhibit A. Scope of Work. Exhibit A of the agreement shall be appended to by the exhibits contained in Attachment 1.

D. Exhibit B. Scope and Estimated Cost. Exhibit B of the agreement shall be appended to by the exhibits contained in Attachment 2.

Section IV. Other Terms Unchanged. All other terms of the Agreement remain unchanged and enforceable. The Third Amendment is intended to modify the terms and conditions of the Agreement only insofar as such modifications are set forth in this Amendment; all other provisions shall remain unchanged and in full effect. In the case of any conflict between the terms of the Agreement, First Amendment, Second Amendment, and Third Amendment, the provisions of this Third Amendment shall control.

DATED: This 8th day of March, 2022.

CITY OF EDGEWOOD

CONSULTANT

By: _____

By: Michael R. Pitman

Its: Mayor, Daryl Eidinger

Printed Name: MICHAEL R. PITMAN, P.E.

Its: PRESIDENT

Date: _____

Date: FEBRUARY 24, 2022

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

Ann Marie Soto
City Attorney, Ann Marie Soto

Attachment 1

Edgewood General Sewer Plan Update Amendment 3 – Exhibit A (G&O #19614.00)
Puyallup Comprehensive Sewer Plan Amendment – Exhibit A (G&O #PR216.15)

EXHIBIT A
SCOPE OF WORK
CITY OF EDGEWOOD
GENERAL SEWER PLAN UPDATE AMENDMENT 3

SCOPE OF WORK

The original scope of work for the City of Edgewood General Sewer Plan Update, developed in 2019, assumed the phased approach to providing sewer service that was included in the 2007 General Sewer Plan would be continued in the General Sewer Plan Update. The City determined in 2021 that the General Sewer Plan Update should not limit sewer service based on a phased approach. The original scope of work included development of population projections for 10 and 20 years, and wastewater flow projections and recommended CIP projects for the same periods. Per the phasing scenario included in the 2007 General Sewer Plan, only Phase 1 and Phase 2 basins would be eligible for sewer service within the 20-year planning horizon. The change of emphasis from a phased approach to a holistic approach requires the following additional tasks:

1. Revisions to Chapters 2 and 5 that were previously submitted to the City to revise text, tables, and figures to include providing sewer service to the entire City.
2. Revisions to the sewer model, developed per the basin configuration agreed upon in June 2021, to include flows projected for basins previously identified as Phase 3 basins. Projection of average annual, maximum day, peak day, and peak hour buildout flows for all basins previously identified as Phase 3.
3. Identification of sewer system infrastructure to provide conveyance for buildout conditions for the entire City.
4. Revisions to the designated basin boundaries established in June 2021 to be consistent with the new proposed sewer configuration and potential treatment providers. The change in basin boundaries requires revision to the sewer model, Chapters 5 and 6 text and figures, and cost estimates.
5. Development of cost estimates for improvements to accommodate buildout in addition to 10- and 20-year CIPs.

EXHIBIT A
SCOPE OF WORK
CITY OF PUYALLUP
COMPREHENSIVE SEWER PLAN AMENDMENT
JANUARY 12, 2021

This document defines the scope of work for preparing an amendment to the City of Puyallup’s 2016 *Comprehensive Sewer Plan* (2016 Plan). The purpose of the new *Comprehensive Sewer Plan Amendment* (Plan Amendment) is to address future sewer service for the PUY-6 and PUY-33 Basins north of the Puyallup River as well as areas in the southern portion of the City of Edgewood. The Plan Amendment will evaluate alternatives and identify improvements that are needed to collect and convey this wastewater to the City’s Water Pollution Control Plant (WPCP) and provide a Capital Improvement Plan (CIP) to implement the improvements to accommodate near-term, 10-year, 20-year, and buildout flows. The Plan Amendment will comply with Revised Code of Washington (RCW) Chapter 90.48, Water Pollution Control; Washington Administrative Code (WAC) Section 173-240-050, General Sewer Plan, WAC 173-240-060; and the Washington State Departments of Ecology (Ecology) and Health (DOH) regulations governing such plans.

The Plan Amendment will be coordinated with local and regional planning efforts as well as the City of Edgewood *General Sewer Plan* (2021 Edgewood GSP) and City of Puyallup *Wastewater Facility Plan* (2021 Puyallup WWFP) that are currently under development. The Plan Amendment will only address planning and regulatory considerations for, and conveyance of, PUY-6 and PUY-33 Basins and Southern Edgewood Basin wastewater. Given the locations of these basins across the river from the WPCP, it is assumed that the flows will be conveyed through the existing (or upgraded) 15-inch line on River Road and/or a new line(s). The Plan Amendment will summarize and reference information in the 2021 Puyallup WWFP regarding water quality considerations for effluent discharges and wastewater treatment. The Plan Amendment will update and build upon the 2020 *North Levee Road Basin Analysis*. (In this scope, the 2016 Plan, 2021 Puyallup WWFP, 2021 Edgewood GSP, and 2020 *North Levee Road Basin Analysis* are collectively identified as “related planning documents.”)

In addition to the development of the Plan Amendment, the scope and budget also include technical support for the development of an interlocal agreement between the Cities of Edgewood and Puyallup and capital and operating cost sharing between the two cities. It is assumed that the **financial** evaluation for cost sharing will be provided by Puyallup’s financial consultant.

The organization of the Plan Amendment will be as follows:

- Executive Summary
- Chapter 1 – Introduction
- Chapter 2 – Planning Data
- Chapter 3 – Collection System Analysis
- Chapter 4 – Water Pollution Control Plant Impacts
- Chapter 5 – Implementation Plan
- Appendix A – Sewer Modeling Report
- Appendix B – SEPA Checklist
- Appendix C – Cost Sharing Technical Analysis
- Appendix D – Interlocal Agreement

The project is broken down into two major tasks: Task 1 – Sewer Plan Amendment and Task 2 – Technical Support for Interlocal Agreement and Cost Sharing. Exhibit B, attached to this scope of work, indicate the estimated time required to complete Tasks 1 and 2, respectively, as shown in the scope of work, and the estimated project cost. The subtasks included in Tasks 1 and 2 are described below:

- Task 1 – Sewer Plan Amendment
 - Subtask 1.1 – Project Management, Administration, and Liaison
 - Subtask 1.2 – Background Information, Service Area Characterization, and Population Projections
 - Subtask 1.3 – Wastewater Flow Projections and Design Criteria
 - Subtask 1.4 – Collection System Evaluation
 - Subtask 1.5 – Water Pollution Control Plant Impacts
 - Subtask 1.6 – Capital Improvement Plan and Implementation Plan
 - Subtask 1.7 – Environmental Review
 - Subtask 1.8 – Work Sessions and Meetings
 - Subtask 1.9 – Plan Compilation and Distribution
 - Subtask 1.10 – Submit to Agencies for Review
- Task 2 – Technical Support for Interlocal Agreement and Cost Sharing
 - Subtask 2.1 – Cost Sharing Evaluation Memorandum
 - Subtask 2.2 – Interlocal Agreement Support

TASK 1 – SEWER PLAN AMENDMENT

Subtask 1.1 – Project Management, Administration, and Liaison

- Manage and control projected budget and schedule.
- Submit monthly project summaries to keep cities advised on schedule and budget.
- Conduct internal quality assurance/quality control (QA/QC) meetings of each milestone prior to submittal.

Subtask 1.2 – Background Information, Service Area Characterization, and Population Projections

- Describe the purpose and need for the Plan Amendment.
- Update the Puyallup drainage basins presented in the 2016 Plan. Incorporate the Edgewood basins developed in the 2021 Edgewood GSP.
- Update the zoning and land use information presented in the 2016 Plan and 2020 *North Levee Road Basin Analysis* for the PUY-6, PUY-33, and Southern Edgewood Basins.
- Update existing and proposed future commercial, industrial, governmental, institutional, and recreational customers for the PUY-6, PUY-33, and Southern Edgewood Basins.
- Reference existing figures in the 2016 Plan including climate, topography, geology/soils, locations of surface water and groundwater sources, and sensitive areas such as wetlands, steep slopes, and wildlife habitats.
- Summarize regulatory evaluations provided in related planning documents.
- Update, as necessary, population projections in the 2016 Plan and 2020 *North Levee Road Basin Analysis* for 10 and 20 years and buildout for the PUY-6 and PUY-33 Basins based on projected growth provided by Puyallup.
- Incorporate population projections from the Southern Edgewood Basin as developed in the 2021 Edgewood GSP.

Subtask 1.3 – Wastewater Flow Projections and Design Criteria

- Update and summarize estimates of residential per capita, commercial, institutional, governmental, recreational, and industrial wastewater flows developed in the related planning documents.
- Update and summarize design flows, characteristics, and loadings of wastewater (BOD, TSS, TKN, etc.) for the PUY-6, PUY-33, and Southern Edgewood Basins based on information in the related planning documents. Update design annual average, maximum month, peak day, and peak hour flows to the collection and treatment facilities for current and projected populations and commercial, governmental, institutional, recreational, and industrial sources.

Subtask 1.4 – Collection System Evaluation

- Update the service area maps presented in the related planning documents showing current and future boundaries and drainage basins. Use related planning documents as sources of information on the current and future service areas and drainage basins.
- Update and summarize past sewer system hydraulic evaluation and modeling efforts conducted for the 2021 Edgewood GSP and 2020 *North Levee Road Basin Analysis*. Conduct additional modeling and evaluation as necessary.
- Evaluate alternatives and identify deficiencies in the wastewater collection system for the system to convey the existing and projected wastewater flows for the immediate future and out to 10 years, 20 years, and buildout.
- Recommend sewer system improvements based on the results of the work above. These improvements will be included in the CIP.

Subtask 1.5 – Water Pollution Control Plant Impacts

- Summarize the impact from the additional flows and loadings from the Southern Edgewood Basin on the Puyallup WPCP influent characteristics based on the findings in the 2021 Puyallup WWFP.
- Summarize the water quality impacts to the mixing zone study from the additional flows and loadings from Edgewood on the Puyallup WPCP based on the findings in the 2021 Puyallup WWFP.

- Identify any WPCP deficiencies or acceleration of capital improvement triggers caused by the acceptance of the additional flows and loadings from Edgewood based on the findings in the 2021 Puyallup WWFP.
- Summarize the anticipated operating and capital cost impacts of acceptance of Southern Edgewood Basin flows through buildout.

Subtask 1.6 – Capital Improvement Plan and Implementation Plan

- Identify recommended collection system improvements for providing service to the PUY-6 and PUY-33 Basins and conveying wastewater from the Southern Edgewood Basin to the WPCP.
- Identify recommended WPCP improvements.
- Develop 6-, 10-, and 20-year as well as buildout CIPs for the wastewater collection and treatment systems.
- Prioritize projects and show implementation schedule based on cost, available funding, and existing system needs and facilities needed to serve growth.
- Incorporate the financial analysis performed by Puyallup's financial consultant.

Subtask 1.7 – Environmental Review

- Prepare a SEPA checklist for the Plan Amendment. Provide a draft SEPA checklist for the cities' review.
- Incorporate comments and provide the final SEPA checklist.

Subtask 1.8 – Work Sessions and Meetings

- Attend kickoff meeting with Puyallup and Edgewood staff to obtain project information, define project goals and objectives, and discuss system needs and alternatives for improvements.
- Attend four review meetings with Puyallup and Edgewood staff to review progress.
- Meet with Ecology, as necessary, to obtain their approval (scope includes one meeting).

Subtask 1.9 – Plan Compilation and Distribution

- Assemble the information developed in the previous tasks into the draft Plan Amendment.

Subtask 1.10 – Submit to Agencies for Review

- Submit the draft Plan Amendment to Ecology, DOH, Pierce County, and adjacent purveyors for review and comments.
- Incorporate review comments.
- Submit the final Plan Amendment to the cities and Ecology for approval.

TASK 2 – TECHNICAL SUPPORT FOR INTERLOCAL AGREEMENT AND COST SHARING

Subtask 2.1 – Cost Sharing Evaluation Memorandum

- Based on Edgewood's share of projected flows and loadings, estimate Edgewood's share of capital and operating costs for Puyallup collection system and WPCP improvements through buildout.
- Summarize the cost analysis in a draft memorandum.
- Incorporate Puyallup and Edgewood comments and finalize the memorandum.
- Provide technical support to Puyallup's consultant for financial evaluation of cost sharing.

Subtask 2.2 – Interlocal Agreement Support

- Provide review and comment on two rounds of a draft interlocal agreement between Edgewood and Puyallup.

Attachment 2

Edgewood General Sewer Plan Update Amendment 3 – Exhibit B (G&O #19614.00)
Puyallup Comprehensive Sewer Plan Amendment – Exhibit B (G&O #PR216.15)

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Edgewood - General Sewer Plan Update Amendment 3

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours
1 Revise Chapters 2 and 5	4	16	24
2 Revise Sewer Model to Include Flows from Phase 3 Basins and Buildout Flows for Entire City	16	24	72
3 Identify Additional Sewer System Infrastructure for Entire City	8	20	40
4 Revise June 2021 Basin Boundaries, Model, Text, and Figures	8	16	40
5 Cost Estimates for Buildout Condition	10	16	48
Hour Estimate:	46	92	224
Fully Burdened Billing Rate Range:*	\$140 to \$213	\$130 to \$213	\$119 to \$155
Estimated Fully Burdened Billing Rate:*	\$180	\$180	\$130
Fully Burdened Labor Cost:	\$8,280	\$16,560	\$29,120

Total Fully Burdened Labor Cost: \$ 53,960

TOTAL ESTIMATED COST: \$ 53,960

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

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Puyallup - Comprehensive Sewer Plan Amendment

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	Environmental Technician/ Specialist Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
Task 1 - Sewer Plan Amendment					
Subtask 1.1 – Project Management, Administration, and Liaison	4	4			
Subtask 1.2 – Background Information, Service Area Characterization, and Population Projections	2	4	8		16
Subtask 1.3 – Wastewater Flow Projections and Design Criteria	2	2	6		
Subtask 1.4 – Collection System Evaluation	4	8	48		
Subtask 1.5 – Water Pollution Control Plant Impacts	2	8	8		
Subtask 1.6 – Capital Improvement Plan and Implementation Plan	4	8	20		8
Subtask 1.7 – Environmental Review	2	2		8	
Subtask 1.8 – Work Sessions and Meetings	8	8			
Subtask 1.9 – Plan Compilation and Distribution	2	8	16		8
Subtask 1.10 – Submit to Agencies for Review		4	8		
Task 2 - Technical Support for Interlocal Agreement and Cost Sharing					
Subtask 2.1 – Cost-Sharing Evaluation Memorandum	2	8	48		
Subtask 2.2 – Interlocal Agreement Support		8	8		
Hour Estimate:	32	72	170	8	32
Estimated Fully Burdened Billing Rate:*	\$190	\$185	\$160	\$160	\$120
Fully Burdened Labor Cost:	\$6,080	\$13,320	\$27,200	\$1,280	\$3,840

Total Fully Burdened Labor Cost: \$ 51,720

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 200

Printing \$ 180

TOTAL ESTIMATED COST:

\$ 52,100

Puyallup	Edgewood
Cost	Cost
\$ 33,865	\$ 18,235

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



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0617 – a motion approving Resolution No. 22-0617 authorizing the Mayor to sign a Personal Services Agreement with Clark Nuber	Agenda Item #: 6.A
	For Agenda of: 3/8/2022
	Prepared by: Dave Gray
Attachments (list): - Resolution 22-0617 Clark Nuber 2021-1231 City of Edgewood Master Assurance Services Agreement 2022-1231 City of Edgewater SOW-Consulting (SLFRF Funding)	
Approval of Materials: Dave Gray Rachel Pitzel 3/2/2022 Dave Gray 3/2/2022 Daryl Eidinger 3/2/2022	Expenditure Required: The current scope of work (SOW) calls out three tasks related to the American Recovery Plan Act (ARPA), with a not to exceed expenditure estimate of \$23,500. These funds could come from our standing Professional Services budget, which would potentially inhibit other services later in the year, as this expenditure was not anticipated during the 2022 budget process. As this expenditure is ARPA qualified, the Mayor intends to ask for the use of ARPA funds for this expenditure with the first Budget Amendment of 2022.
	Amount Budgeted: Zero
	Timeline: Study Session Discussion on the need and scope of work provided on March 1, 2022. Potential Council action to be taken at the Regular Council Meeting of March 8, 2022.

Summary Statement:

I attended a day long seminar for financial and accounting professionals in early January specifically to prepare for accepting and complying with the US Federal Treasury sponsored American Recovery Plan Act grant, which for the City of Edgewood is about \$3.6 million split between 2021 and 2022. The funds need to be spent by December 31, 2024. The Act contains complex compliance language and the City wishes to engage an expert in the Act to help navigate the rules for compliance, submit qualified and timely reports, close the expenditure with the State and Fed, and to be available for a known required State of Washington Auditor's "Single Audit". I believe the City should retain a long term relationship with this type of technical expertise "on-call" as we seek complex grants, cost sharing amongst neighboring jurisdictions, and/or technical accounting questions better fielded by other than the Washington State Auditor's Office or Government Finance Officers Association. Clark Nuber is the accounting firm that produced the ARPA webinar I attended.

Item History:**Recommended Action:**

MOTION to adopt **AB22-0617** – a motion approving Resolution No. 22-0617 authorizing the Mayor to sign a Personal Services Agreement with Clark Nuber

Fiscal Note/Consideration:

A budget amendment will be required to charge this expenditure to the ARPA grant.

RESOLUTION NO. 22-0617

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PERSONAL SERVICES AGREEMENT WITH CLARK NUBER.

WHEREAS, the City of Edgewood (“City”) receives federal grants and other federal funding, such as through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, which supports local governments’ response and recovery from the COVID-19 public health emergency; and

WHEREAS, expenditures of \$750,000 or more of federal financial assistance received as direct federal awards or passed through other recipients triggers certain reporting and auditing requirements pursuant to federal law, known as the Single Audit; and

WHEREAS, the City desires to engage technical consulting services to perform a review of the City’s existing grant and fiscal policies; and

WHEREAS, the City further desires to engage technical support in developing a spending plan that is compliant with SLFRF rules, including related US Treasury guidance; and

WHEREAS, the City also desires to engage technical support for technical accounting compliance of various federal and state grants, programs and legislation as well as completing federal or state Audits including the Washington State Auditor’s Single Audit, if required;

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

Section 1. Professional Services Agreement Authorized. The Mayor is authorized to execute the professional services agreement with Clark Nuber, as set forth in Exhibit A, attached hereto and incorporated herein.

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

ADOPTED THIS 8TH DAY OF MARCH, 2022

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

MASTER ASSURANCE, ACCOUNTING AND CONSULTING SERVICES AGREEMENT

February 22, 2022

Dave Gray
City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372

Dear Dave:

This master services agreement (the "Agreement") confirms our mutual understanding of the terms and conditions under which Clark Nuber P.S. ("Clark Nuber" or "We") agrees to perform future assurance, accounting and consulting services to City of Edgewood (the "Client" or "You").

As specific projects and services are requested by you, we will outline the scope of those services and related fees on individual Statements of Work ("SOW") for your approval. All Statements of Work submitted will reference this Agreement and all terms and conditions contained in this Agreement will apply to those Statements of Work until such time as this Agreement is replaced or is discontinued by either party upon 30 days written notice.

If this Agreement correctly expresses your understanding of the agreement between Clark Nuber and the Client, please follow the link and prompts to electronically approve the terms of engagement. Alternatively, you may print, sign and return the Agreement.

We are pleased to have this opportunity to serve you.

Sincerely,

Clark Nuber P.S.

Certified Public Accountants

The terms and conditions of this Agreement are in accordance with the Client's requirements and are acceptable to and agreed to by the Client, which has authorized me to sign this Agreement on its behalf.

By: _____

Title: _____

Date: _____

CELEBRATING

70

2022

YEARS

CN

T: 425-454-4919
T: 800-504-8747
F: 425-454-4620

10900 NE 4th St
Suite 1400
Bellevue WA
98004

clarknuber.com

Standard Terms and Conditions for Assurance, Accounting and Consulting Services

I. Introduction

Clark Nuber will provide assurance services, consulting, and other services from time to time described in Statements of Work. In the course of delivering the services we apply customary practices intended to provide the services in a cost-effective manner. This document describes certain of these customary practices, as well as other standard terms, conditions and limitations relating to our provision of the services.

GENERAL TERMS AND CONDITIONS

II. Indemnification, Limitation of Liability and Time Limitation on Claims

The Client agrees to indemnify and hold harmless Clark Nuber and its personnel from all actions, claims, liabilities, costs, expenses or losses asserted or alleged by any person(s) and/or entity(ies) not a party to this Agreement and further alleged to arise from, or actually arising or resulting from or relating to the services performed in this engagement and asserted by such third-party in any action in which Clark Nuber is not named as a party. The Client further agrees to indemnify and hold harmless Clark Nuber and its personnel from any legal expense incurred by them in order to respond to any request for information or documents, including but not limited to by subpoena and/or notice of deposition, relating to the services performed by Clark Nuber in this engagement and requested in any legal proceeding in which Clark Nuber and its personnel are not named as parties.

In the event that we fail to meet our obligations under an SOW or these Terms, you must notify us in writing and provide us with the opportunity to re-perform the services. If the services cannot be re-performed, or if re-performance will not cure the breach, then your sole remedy will be for us to refund our fees relating to these services up to the amount of your direct damages caused by our failure to meet our obligations. The Client agrees that Clark Nuber, its personnel, subcontractors, suppliers or licensors (each a "Clark Nuber Party") shall not be liable to the Client for any actions, claims, liabilities, costs, expenses or losses alleged to arise from or actually arising or resulting from or relating to the services performed by a Clark Nuber Party for an aggregate amount in excess of the total fees paid by the Client to Clark Nuber for services provided under the Agreement. The Parties to this Agreement expressly agree that this limitation of liability provision shall apply to the fullest extent permitted by law, whether by common law (including without limitation contract or tort) or by federal or state statute. The Client further agrees that under no circumstances, including even if a court of law does not enforce the preceding limitation of liability provision, shall a Clark Nuber Party be liable to the Client for consequential (including without limitation lost profits and opportunity costs), special, indirect, incidental, punitive or exemplary damages, attorneys' fees and/or other legal expense alleged to arise from or actually arising or resulting from or in any way relating to the services provided under this Agreement.

No claim or action by either party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under this Agreement or any statement of work may be brought by either party (i) more than 24 months after the party first knows or has reason to know that the claim or cause of action has accrued or (ii) more than 48 months following the completion of the Services, whichever period is shorter. This paragraph may shorten, but in no event will it extend, any period of limitation on actions otherwise provided by applicable law.

III. Disagreement Resolution, Mediation and Venue

We and the Client both believe that most disagreements can be resolved to mutual satisfaction in a friendly, nonthreatening environment. While the Client and Clark Nuber do not expect there to be any problems with their relationship, misunderstandings can occur. Therefore, the Client and Clark Nuber agree that any dispute arising from or relating in any way to services provided by Clark Nuber under this Agreement (including the scope, nature and quality of services performed by Clark Nuber, its fees and any other terms of this Agreement) shall first be submitted to mediation and neither the Client nor Clark Nuber will initiate legal proceedings of any kind until after mediation has occurred. The Client and Clark Nuber agree that an impartial third party, acceptable to both the Client and Clark Nuber, shall be appointed to mediate, the Client and Clark Nuber shall pay an equal percentage of the mediator's fees and expenses, and the mediation shall be confidential in all respects, as allowed or required by law.

The Client and Clark Nuber agree that this Agreement will be interpreted under the laws of the State of Washington or federal law, if applicable, and further agree that venue for any cause of action or claim for relief arising out of or relating in any way to services provided by Clark Nuber under this Agreement shall be in the Superior Court of Pierce County, Washington, Seattle Case Assignment area, or the United States District Court for the Western District of Washington, if appropriate under federal law. ***The parties also waive trial by jury and agree that any dispute or claim should be resolved by a judge without a jury.***

D.G.

IV. Management Responsibility Over Services

The Client shall make all management decisions and perform all management functions in connection with the services performed by Clark Nuber. Clark Nuber may assist the Client in rendering management decisions or carrying out management functions in connection with the services, including by providing advice, research material or recommendations, but Clark Nuber will not make any such decisions or perform any such functions. In its sole discretion, Clark Nuber may refuse to take any action to the extent it might be construed as a management decision or a management function.

The Client accepts responsibility for the results of the services. The Client's approval of any services shall not constitute a waiver of any of its rights under this Agreement. The Client further agrees to establish and maintain internal controls in

connection with the services, including monitoring Clark Nuber's performance under this Agreement.

The Client shall designate an employee possessing the skill, knowledge and/or experience (but not necessarily the experience to perform the services) to (1) oversee, (2) evaluate the effectiveness of, and (3) approve, the services.

As part of an assurance services engagement, we may propose standard, adjusting or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. Further, you agree that the Client is responsible to establish and maintain internal controls over nonattest services provided by Clark Nuber, to evaluate the adequacy and results of the nonattest services performed and to accept responsibility for the results of such services.

V. Management Consent, Confidentiality and Third-Party Service Providers

We may from time to time, and depending on the circumstances, use third-party service providers, including software vendors, in serving your account. We may share your Confidential Information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your Confidential Information. Accordingly, we maintain internal policies, procedures, and safeguards to protect your Confidential Information. In addition, we will secure confidentiality agreements with all service providers to maintain your Confidential Information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your Confidential Information to others. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your Confidential Information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this agreement.

We will use reasonable precautions to protect your information, but we have no obligation to employ any measures that you do not regularly employ in protecting your information. Except as provided in the following sentence, "Confidential Information" means (i) information contained in your internal financial and business records, (ii) information reported on your tax returns and (iii) other information concerning you or your business that is marked "confidential" or otherwise identified as "confidential" in writing at the time of disclosure. Confidential Information does not include information (i) that is or becomes publicly available or generally known to persons in your industry without breach of our obligations under this section or (ii) received by us after the termination of this Agreement. The confidentiality provisions in this Agreement supersede any other confidentiality obligations contained in any prior agreement between the parties.

VI. Fees and Payment Terms

We will advise you promptly of any situation we encounter that could affect our total fees, and if appropriate will submit a change order for your review and approval reflecting the additional services and related costs. Items that may result in a change order include but are not limited to time delays, incomplete requested schedules identification of fraud risk factors, incomplete account reconciliations, unavailability of your accounting personnel, and difficult or unusual accounting issues. You acknowledge that time delays in completing the engagement may also delay our report date and could require additional procedures to be performed under the professional standards.

We will bill you for services on a monthly basis. Our invoices will be due 30 days after invoice date. Amounts not paid by month-end will accrue finance charges of 1% per month on the past due balance. In the event that you are unable or unwilling to complete periodic progress payments as they are due, you agree we may suspend our work and/or withdraw entirely from the engagement. If we do so, specific time deadlines incumbent to be met by the Client, including tax and government filings utilizing our work product, may go unmet. Further, the Client agrees to pay for all services rendered and expenses incurred up to the date of our withdrawal even if a report cannot be issued.

VII. Document Retention and Subpoena of Documents

We will retain our own documentation for our engagements so that we may be better able to assist you with your professional needs and, in some cases, to comply with legal or professional requirements. Under our firm's document retention policy, we will keep our documentation for a period of at least seven years after the engagement. The Client agrees we are free to destroy such records at our sole discretion after that seven-year period without any notice to the Client.

In the event that we receive a subpoena or summons requesting documents or other evidence relating to an engagement, we may be compelled to comply. We will notify you before responding to any request. You may, within the time permitted for our firm to respond to any request, take such action, as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. In the event we are requested or authorized by the Client or required by government regulation, subpoena, or other legal process to produce our documentation or our personnel as witnesses with respect to our engagement for the Client, the Client will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such a request.

VIII. On-Site Internet Access and Electronic Document Transfers

By signing this Agreement, you authorize us to transmit, update and store information electronically and to transmit your information over the Internet. We may use a secure Internet portal for document transfer and collaboration with your

personnel. The portal is intended for the transfer of data and should not be used for temporary or permanent document storage. Clark Nuber reserves the right to delete all documents in the portal at any time without prior notification. Under no circumstances will documents be retained on portals for more than 24 months. It is your responsibility to notify Clark Nuber P.S. when the Client's authorized portal users should no longer have access to the portal. If the Client has unique security needs, please bring that to our attention prior to the start of any engagement. Clark Nuber's Privacy and Confidentiality Statement and Security Overview are available on our website.

IX. Entirety of Agreement

This Agreement signed by all parties constitute the entire agreement between Clark Nuber and the Client, superseding all proposals, oral or written, and all other communications, with respect to the terms of this engagement between the parties. The parties intend and agree that this Agreement signed by all parties is a fully integrated agreement under Washington law and shall be interpreted as such by a court of law.

In the event that any portion of this Agreement shall be deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

X. Non-Solicitation

The parties acknowledge that Clark Nuber has incurred significant expense related to the training, development and employment of professional staff assigned to assist on projects for the Client and would suffer damage if those employees were to terminate employment with Clark Nuber to accept an offer of employment with the Client. In the event that an employee terminates employment with Clark Nuber in order to accept an offer of employment with the Client, the Client agrees that Clark Nuber would suffer loss. The Client agrees that if an employee accepts employment with the Client, or any affiliated entities during the term of an engagement or within twelve months after the termination of an engagement, to pay Clark Nuber an amount equal to 40% of the annual Clark Nuber salary as reasonable compensation for our loss. This payment is in addition to the fees and expenses otherwise billable under this agreement. The parties further acknowledge that the solicitation for employment or actual employment of a Clark Nuber employee by the Client could impair Clark Nuber's independence with respect to the Client and could result in a delay of service delivery, additional costs, or the potential withdrawal from the engagement.

ASSURANCE SERVICES

XI. Engagement Limitations

If we are performing an audit engagement, our audit will be based primarily on tests of accounting records and related supporting data, and it will not involve testing of more than a sample of representative transactions. For example, our audit procedures will include tests of certain documentary evidence to support the transactions recorded in the accounts. We also may confirm with third parties outside the Client accounts receivable and accounts payable as well as certain other assets and liabilities, including leased assets, through contact with selected customers, creditors, financial institutions, and your legal counsel. Due to the inherent limitations of an audit,

together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with generally accepted auditing standards.

In other words, as auditors, we are not insurers or guarantors of the accuracy of financial statements and we cannot, as a result of our audit, tell you we are certain there are no material misstatements, illegal acts, defalcations, or other irregularities affecting the financial statements. As such, although our audit will be designed to provide reasonable assurance of detecting errors and fraud that are material to the financial statements, it is not designed and should not be relied on to disclose all fraud, illegal acts, or other irregularities affecting the financial statements. However, we will inform you of any material errors, and all illegal acts or irregularities, unless they are clearly inconsequential, that come to our attention. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to matters that might arise during any earlier periods or later periods for which we are not engaged as auditors.

If we are performing a review engagement, compilation or preparation engagement, we will not act as insurers or guarantors of the accuracy or the integrity of financial statements that we may prepare from your records. The financial statements we produce during a review, compilation, or preparation engagement are prepared from information provided by management utilizing data and records kept by management. These types of engagements do not include any procedures guaranteed or designed to discover fraud, material misstatements, material errors, illegal acts, theft, defalcations or other irregularities. You agree that we have no responsibility to discover same. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of review or compilation procedures that fraud or an illegal act may have occurred unless they are clearly inconsequential.

XII. Use of Financial Statements

If we are performing an audit, review, compilation, or preparation engagement, our report is prepared for use by management and the board in conjunction with their evaluation of the Client's performance. We also understand that the audited, reviewed, compiled, or prepared financial statements may be provided to creditors, lenders, and others in the normal course of business for borrowing, insurance and other purposes. Investors, creditors, and others may use the financial statements in various ways to assess the prospects for cash flows. Information provided by the financial statements is limited, however, in a number of ways. For example, the information is often the result of approximate, rather than exact, measures, the information largely reflects the financial effects of transactions and events that have already happened, and the information is but one source of information needed by those who make decisions about the Client.

With regard to the electronic dissemination of audited, reviewed, compiled, or prepared financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a

means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

XIII. Management Responsibility for Internal Control, Fraud Prevention, and Compliance With Laws and Regulations

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States (or other applicable financial reporting framework); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You agree that the Client is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Client involving management, employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Client received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Client complies with laws and regulations applicable to its activities.

If we are performing an audit engagement, in making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we will not express an opinion on the effectiveness of the Client's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control, or other matters required to be communicated by professional standards, relevant to the audit of the financial statements that we have identified during the audit.

For review, compilation, and preparation engagements, we have no responsibility to identify and communicate deficiencies in your internal control.

XIV. Timely Access to Information

You agree that the Client will provide Clark Nuber with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters; additional information that we may request from management for purposes of the engagement, and unrestricted access to persons within the Client from whom we determine it necessary to obtain evidence or to make inquiries. You agree that the Client will provide us with the information required for our engagement on a timely basis and that the Client is responsible for the accuracy and completeness of that information. Any delays caused by third parties will also be the responsibility of the Client. You agree that delay in our originally scheduled start date or providing inaccurate or

incomplete information may require us to charge additional professional fees and/or reschedule your engagement at our next available time. Should your engagement need to be rescheduled, your specific time deadlines, including tax and government filings, may go unmet.

You acknowledge that time delays in completing the engagement may also delay our report date and could require additional procedures to be performed under the professional standards and additional fees to be charged. Prior to the start of any project, your engagement manager from Clark Nuber will be contacting the applicable point person at the Client regarding the key project milestones and outlining the key dates.

In the event we encounter circumstances that lead us to believe we cannot continue to perform our services consistent with the requirements of the applicable professional standards, including but not limited to ethics rules, we will inform you of our concerns and, if those concerns cannot be addressed to our satisfaction, we may be compelled to withdraw from the engagement.

XV. Management and Legal Counsel Representations

At the conclusion of audit and review engagements, we will request certain written representations from the Client's management about the financial statements and related matters, which we will rely on in issuing our report. If the Client is unable to supply those representations, our report may be affected and, in some circumstances, we may be unable to issue a report.

If we are performing an audit engagement, we may also request written representations from your legal counsel as part of the audit procedures. In the event that we are unable to obtain appropriate responses from your legal counsel, a scope limitation may be deemed to have been imposed on our report which could result in an opinion other than unmodified or we may not be able to issue a report. Your legal counsel may bill you for responding to our inquiry.

STATEMENT OF WORK

January 27, 2022

Dave Gray
City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372

Dear Dave:

This Statement of Work is made pursuant to the Master Assurance, Accounting and Consulting Agreement, dated January 27, 2022 (the "Agreement") between City of Edgewood ("the Client") and Clark Nuber P.S. ("Clark Nuber" or "We") and is effective as of the date hereof. The terms and conditions of the Agreement are incorporated into this Statement of Work by reference.

We appreciate the opportunity to serve City of Edgewood. Troy Rector will be the Shareholder in charge of the work we perform for the Client, assisted by Senior Manager Jennifer Keller and other professionals. This Statement of Work confirms our understanding of the services you have asked Clark Nuber to provide to the Client and the terms and conditions under which our firm agrees to perform those services.

We will provide consulting services as follows:

Uniform Guidance Gap Analysis and Implementation

The proposed project would involve a review of existing grant and fiscal policies, inquiry of staff members and review of other federal grant documentation. Our primary focus would be given to the following Federal compliance areas:

- Subrecipient monitoring.
- Procurement, suspension and debarment.
- Standards for Documentation of Personnel Expenses and other allowable cost considerations including travel.
- Financial management systems.

As a result of the evaluation, we would provide a power point summary of comments and recommendations documenting the results of our assessment and references to the applicable regulations. This would serve as the "to-do" list for the implementation efforts.

With implementation, we will focus on working with and supporting the City's efforts in creating new policies, edits to existing policies and related templates and assistance with the financial management system design. We will be available to assist throughout the process to answer questions from staff as changes are made to existing practices in order to help keep things moving forward and prepare to comply with the Federal grant requirements.

Fees not to exceed \$12,500.



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T: 800-504-8747
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Suite 1400
Bellevue WA
98004

clarknuber.com

Dave Gray
City of Edgewood
January 27, 2022
Page 2

State and Local Fiscal Recovery Funds (SLFRF) Spending Plan Support

Clark Nuber will be available to provide technical support over the SLFRF Interim and Final Rule, including related US Treasury guidance, as it relates to the City's SLFRF Spending Plan. Though not a legal determination, we would want to support the City's efforts in developing a compliant SLFRF Spending Plan.

Fees not to exceed \$3,500.

Annual Reporting for Nonentitlement Units of Local Government (NEU)

Clark Nuber will support the City to prepare for and perform, as needed, the annual NEU reporting into the Treasury portal as outlined in the SLFRF.

Fees to be determined based on the level of support required.

Audit Support

We will provide further assistance to the client as requested and as it relates to the SLFRF funding. Assistance could include but not be limited to:

- Pre-audit review of documentation to support the City's SLFRF compliance as it relates to those compliance areas subject to audit under a Single Audit as identified by US Treasury in the OMB Compliance Supplement. These efforts would be performed throughout the SLFRF period of performance to ensure potential issues of non-compliance are identified on a timely basis.
- Preparing the Schedule of Expenditures of Federal Awards - Federal Grant Reporting and related notes.
 - Use general ledger reports provided by the City, populate the SEFA noting current year Federal expenditures and amounts passed through to subrecipients.
 - Provide the drafted SEFA for review by the City's management. This review would include a review for completeness and accuracy.
- Being available to support the City's answers to questions provided by the State Auditors Office during the Single Audit.

Fees not to exceed \$7,500.

We will perform our work in accordance with the Standards for Consulting Services established by the American Institute of CPAs Management Consulting Services Executive Committee.

We estimate our fee for this engagement will be \$23,500 plus any out-of-pocket expense we might incur, based on the assistance of your personnel and assuming no significant problems arise that would alter our scope of services.

Dave Gray
City of Edgewood
January 27, 2022
Page 3

Any financial reports submitted by us to you as a result of our consulting services will not be accompanied by a report. The work we perform under this Statement of Work will not constitute an audit or review of financial statements taken as a whole and, accordingly, we will not express an opinion, or provide any level of assurance, on them. You agree that any such financial reports provided by us to you will clearly indicate that no assurance is provided on them. Should the need for additional assurance be required, you agree to contact us to request a separate engagement for the desired level of reporting to meet your needs at that time.

If this Statement of Work correctly expresses your understanding of the agreement between Clark Nuber and the Client, please follow the link and prompts to electronically approve the terms of engagement. Alternatively, you may print, sign and return the Statement of Work.

We are pleased to have this opportunity to serve you.

Sincerely,



Certified Public Accountants

The terms and conditions of this Statement of Work are in accordance with the Client's requirements and are acceptable to and agreed to by the Client, which has authorized me to sign this Statement of Work on its behalf.

By: _____

Title: _____

Date: _____