



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tues., March 21, 2017 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance & Roll Call

2. COUNCIL BUSINESS

- A. Review/Discussion (pg. 2) - RFQ- Surface Water Management Plan Update – Consultant Contract*
- B. Review/Discussion (pg.42) - Jovita Seismic Wall Project*
- C. Review/Discussion (pg. 58) - Town Center/Mix Residential Code Change*
- D. Review/Discussion (pg. 80) - Interim Code for Rezone Applications (Quasi-Judicial actions)*
- E. Review/Discussion (pg. 88) - Concurrency Ordinance*
- F. Review/Discussion (pg. 120) - City of Milton Franchise Agreement*
- G. Review/Discussion (pg. 133) - Code Enforcement Ordinance*
- H. Review/Discussion (pg. 146) – TCMS, Inc. HVAC Maintenance Agreement*

3. OTHER COUNCIL ITEMS

4. 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
STAFF REPORT**

STUDY SESSION AGENDA ITEM: SWMP UPDATE CONTRACT

Date: March 21, 2017

Title: Surface Water Management Plan Update - RFQ and Contract

Attachments: RFQ Notice, including Addendum Nos. 1 and 2
RFQ response from Herrera received by City staff
Draft Contract with Herrera Environmental Consultants (Herrera)

Submitted By: Jeremy Metzler, PE –Surface Water Program Manager
Aaron C. Nix, ACA – Municipal Services

Approved For Agenda By: Daryl Eiding, Mayor

Discussion: Edgewood's current Surface Water Management Plan (SWMP) was prepared by Kato & Warren, Inc. and adopted in 1997, shortly after incorporation. Further study and analysis of the City's potholes was performed by Robinson Engineers, LLC in 2006 / 2007, and a draft Capital Improvement Program was developed by Otak, Inc. and Robinson Engineers, LLC in 2009.

Recognizing the SWMP has not undergone a comprehensive update since 1997, Staff issued a Request for Qualifications (RFQ) on January 20, 2017, requesting an update to the SWMP and review of the Surface Water Utility's current rate structure for adequacy. Three (3) responses were received by February 17, 2017, evaluated by a selection committee, and two (2) of the respondents were selected for interviews, held on March 6, 2017. The interview panel has selected Herrera as the most qualified respondent, and contract negotiations are underway (scoping meeting held March 16, 2017).

Fiscal Impact: City Staff had budgeted \$120,000 within the Surface Water Utility Budget in FY 2017 in order to fund the work needed to update the City's current SWMP, identify and prioritize Capital Improvement Projects, ensure the utility's rate structure is sufficient to adequately fund said improvements, and ultimately meet current Municipal Stormwater Permit standards (as mandated by the Department of Ecology). As negotiations are still underway, the exact amount has not yet been determined. Both the Consultant and City Staff will be bringing forward said updates to the Planning Commission, City Council, and general public for their consideration and input during this comprehensive plan update.

City of Edgewood

REQUEST FOR QUALIFICATIONS

2017 SURFACE WATER MANAGEMENT PLAN UPDATE

I. PURPOSE OF REQUEST

The City of Edgewood is requesting statements of qualifications from professional engineering and planning consultants licensed under the laws of the state of Washington to complete two tasks in support of our Municipal Separate Storm Sewer System (MS4): Update the Surface Water Management Plan, and Perform a Rate Analysis.

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

II. TIME SCHEDULE

The City will attempt to follow this timetable, with the goal of having both tasks completed by August 31, 2017.

Publish RFQ	January 20, 2017
Deadline for Submittal of Qualifications	February 17, 2017
Preliminary Selection of Firms	February 24, 2017
Interviews	March 1 – 8, 2017
Notify Firm Chosen	March 10, 2017
Contract Negotiations	March 13 – 24, 2017
Contract Approval by Council	March 28, 2017
Execution of Agreement with Consultant	March 30, 2017

III. INSTRUCTIONS TO PROPOSERS

A. **Three (3) copies** of the response to the City's RFQ should be submitted by 5:00 pm, February 17, 2017. No faxed or e-mail copies will be accepted. It is the responsibility of the firm to ensure the qualifications statements arrive on time and to the correct location. Any qualifications statements received after the scheduled closing time shall be returned to the firm unopened.

B. All submittals should be sent or hand delivered to:

City of Edgewood
Attn: City Clerk
2224 104th Avenue E
Edgewood, WA 98372-1513

C. Any additional information or addendum to this RFQ will be issued by the City prior to the submittal deadline. The City will mail or e-mail such information directly to known interested parties.

D. Responses to the RFQ should be prepared simply and economically, providing a straightforward, concise description of provider's capabilities to satisfy the requirements of the request.

E. All qualifications must include the following information:

1. The names of individuals who will be working on the proposed services and their areas of responsibility.
2. A brief overview of the company, including how long in business, privately or publicly owned, etc.
3. At least four (4) references, including entity name, contact person and telephone number. Municipal references preferred.
4. Ability to execute contract upon award.

F. All responses to the RFQ shall be limited to **ten (10) double-sided pages**.

IV. SELECTION CRITERIA

The following will be used to evaluate the applicants:

- A. Demonstrated experience and expertise preparing municipal surface water management plans and/or comprehensive stormwater plans.
- B. Established experience in preparing stormwater drainage facility plans and cost estimates.
- C. History of firm in preparing rate studies to support storm drainage capital facilities plans.
- D. Ability of firm to complete tasks quickly and on time.
- E. References and previous experience working on similar projects and past work with small cities.
- F. Extensive experience preparing and presenting materials before City Council.
- G. General impressions and presentation of qualifications.

V. SCOPE OF WORK

General Background. The City of Edgewood is 8.9 square miles and home to approximately 9,735 residents. The City is entirely within Pierce County and is geographically located in the "North Hill" area surrounded by the cities of Milton, Fife, Puyallup and Sumner. The City's northern boundary is adjacent to King County. Incorporated as a code city, the City of Edgewood formed on February 28, 1996 and has operated under the strong Mayor form of government since August 2015.

Edgewood's current Surface Water Management Plan was prepared by Kato & Warren, Inc. and adopted in 1997, shortly after incorporation. Further study and analysis of the City's potholes was performed by Robinson Engineers, LLC in 2006 / 2007, and a draft Capital Improvement Program was developed by Otak, Inc. and Robinson Engineers, LLC in 2009.

With an approximate budget of \$100,000, it is in the interest of the City of Edgewood to execute a contract with a qualified consultant firm to perform the following two tasks in support of the City's MS4:

Task 1: Update the Surface Water Management Plan

- A. Review the 1997 plan prepared by Kato & Warren for consistency with current regulations and standards adopted by the City and State since its adoption.
- B. Review the 2006 / 2007 Potholes Analysis and 2009 draft Capital Improvement Program by Otak and Robinson Engineers to establish previously identified areas of concern and verify status of project implementation
- C. Review and coordination with the Mountain View – Edgewood Water Company's most current Water System Plan, as it relates to sub-surface hydrogeology and plausibility of regional flood control infiltration facilities
- D. Coordinate with City staff regarding new areas of concern, projects identified since 2009, and recent updates to local FEMA Flood Insurance Rate Maps and Flood Insurance Studies
- E. Based on the results of the above review and coordination, prepare a new and comprehensive Surface Water Management Plan (SWMP) document, identifying capital improvements and any additional analysis needed to address stormwater system deficiencies and City-wide flooding concerns:
 - a. Document in a technical format summarizing the projects, recommended priorities, and costs.
 - b. Each project should have its own sheet showing location, proposed improvements in schematic form, and preliminary costs.
 - c. Categorize the projects into the following: Flooding Control and Reduction, Low Impact Development (LID) Opportunities, Habitat / Outfall Restoration, Continuity of City-maintained Facilities, Nuisance Drainage / Conveyance Issues, and Residential Drainage Retrofitting.
- F. Completion of this task is August 31, 2017.

Task 2: Perform a Rate Analysis

- A. Review the current stormwater utility rate ordinance, Edgewood Municipal Code (EMC) Chapter 13.10, for adequacy to meet the expenditure set forth in the SWMP update (Task 1), including:
 - a. Annual operation and maintenance cost projections, taking the proposed capital improvements and implementation schedule under consideration (as identified in Task 1),
 - b. Complying with the requirements of the NPDES Phase II Municipal Stormwater Permit,
 - c. Historical expenditure records, and
 - d. City staff input.
- B. Study, analyze and identify alternative funding sources.

- C. Recommend applicable increases in the utility rates and processing fees to implement the SWMP (Task 1) for the City, which may utilize the current or propose a new rate schedule to ensure equitable distribution of fees, and any applicable municipal code revisions (EMC 13.10).
- D. Prepare and summarize the cost of services, needed revenue adjustments and an implementation strategy and schedule.
- E. Completion of this task is August 31, 2017.

VI. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all RFQ's.
- B. The City reserves the right to request clarification of information submitted and to request additional information from any firm.
- C. The City reserves the right to award the contract to the next most qualified firm, if the selected firm does not approve a contract by the proposed date of March 24, 2017.
- D. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ, and which is not approved by the City Attorney's office.
- E. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ.

VII. OTHER INFORMATION

For additional information or explanation of the contents or intent of these specifications, please contact the City with your questions via e-mail to Jeremy Metzler, PE, Senior Engineer / Surface Water Program manager at jeremy@cityofedgewood.org, or by telephone at (253) 952-3299.

City of Edgewood

REQUEST FOR QUALIFICATIONS

2017 SURFACE WATER MANAGEMENT PLAN UPDATE

ADDENDUM No. 1

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

- The 2006 / 2007 Potholes Analysis is now posted on the RFQ website, for reference.
- The most recent FEMA Flood Insurance Rate Maps (effective March 7, 2017), relevant to the City of Edgewood, are now posted on the RFQ website, for reference.
- Please contact Mt. View – Edgewood Water Company directly for a copy of their most current Water System Plan. Of particular interest is their Wellhead Protection Plan prepared by Robinson Noble.
- In addition to the Selection Criteria listed in the RFQ, respondents shall also include a project approach discussion, considering of the requested Scope of Work. This should include a brief description of the consultant’s philosophy and approach to the project, anticipated schedule, and key deliverable dates. The consultant is encouraged to include suggestions, scope refinements, and/or supplemental tasks which may enhance the project or streamline the scope of work and improve cost effectiveness. Please note that the highest priority is to complete the SWMP Update with adequate time to seek and acquire alternative funding sources, such as grants.
- All submittals will be scored by an evaluation committee, totaling up to 100 points per respondent, with points assigned to each of the selection criteria as follows:
 - A. Demonstrated Experience (Project Examples) – **10 points**
 - B. Stormwater Design / Cost Estimate Experience – **20 points**
 - C. Stormwater Rate Study History / Experience – **15 points**
 - D. Responsiveness / Reliability – **15 points**
 - E. References – **5 points**
 - F. City Council Presentation Experience – **10 points**
 - G. Presentation of Qualifications – **5 points**
 - H. Proposed Project Approach – **20 points**

Any further questions, including requests for clarification, shall be submitted in writing (via email) to Jeremy Metzler, PE, Senior Engineer / Surface Water Program Manager at jeremy@cityofedgewood.org, and will be compiled, answered, and posted on the RFP website on February 10, 2017. Interested parties may also request email notification of said posting by contacting the City beforehand.

City of Edgewood
REQUEST FOR QUALIFICATIONS
2017 SURFACE WATER MANAGEMENT PLAN UPDATE
ADDENDUM No. 2

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

Q: Regarding the limit of ten (10) double-sided pages, do you mean five sheets of paper double-sided (which would add to 10 pages) or 10 sheets of paper double-sided (which would add to 20 pages of information)?

A: 10 sheets of double-sided paper.

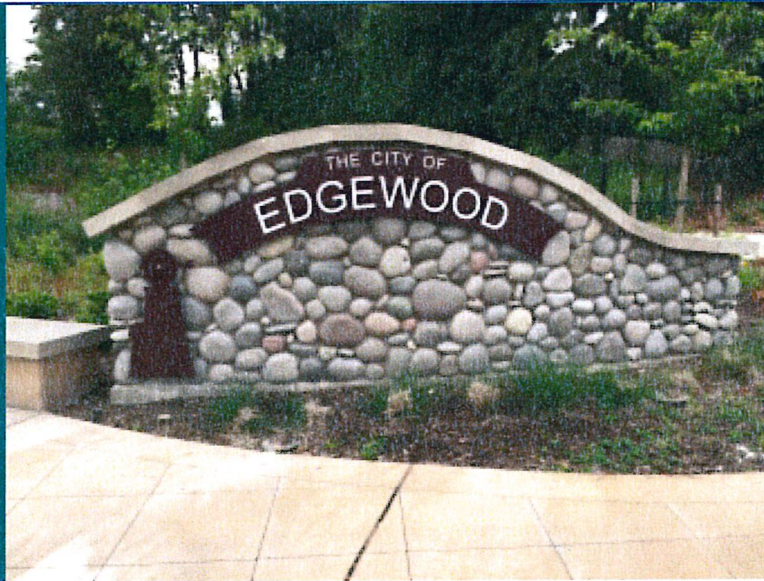
Q: Are the cover letter and resumes included in the 10-page limit?

A: Yes, but please note the 10 pages are double-sided, which allows for up to 20 pages of content.

No further questions or requests for clarification will be accepted at this time. To be considered for this request, please prepare and submit three (3) copies of your response to the City of Edgewood Clerk no later than 5:00 pm on Friday, February 17, 2017 (see original RFQ and Addendum No. 1 for more information).

City of Edgewood

2017 Surface Water Management Plan Update



Submitted by:

Herrera Environmental Consultants



February 17, 2017



February 17, 2017

Jeremy Metzler, PE
Senior Civil Engineer / Surface Water Program Manager
City of Edgewood
2224 104th Avenue E
Edgewood, WA 98372-1513

Subject: **2017 Surface Water Management Plan Update**

Dear Mr. Metzler,

The City's last surface water management plan was completed in 1997 to meet the needs of a newly established City; at that time, regulations regarding stormwater were largely non-existent. In the 20 years that have passed both the regulatory landscape and needs of your community have changed. We would like to work with you to create a plan that successfully addresses regulatory requirements, lays out long term programmatic needs, identifies and prioritizes stormwater projects, and prepares the City for future growth while balancing budget restraints. To provide the City with the best possible outcome for this project, we have assembled a team that has both first-hand knowledge of the City of Edgewood and extensive experience with stormwater management. In addition to Herrera, our team includes staff from the FCS Group and Robinson Noble. We bring the following to your project:

- In the past 5 years alone, Herrera has supported 10 municipalities with stormwater comprehensive plan updates. In total, we have assisted over 40 Phase I and Phase II permittees with various aspects of their stormwater management programs.
- We have a proven process to identify and prioritize high value stormwater projects and a history of working with our clients to win grant funding for these projects.
- We have teamed with FCS Group on four of our most recent municipal stormwater plans, thus we have an efficient, effective working relationship and we rely on their thorough approach to accurate utility and rate analysis.
- We have included Robinson Noble on our team because we recognize that the underlying hydrogeologic conditions of the City are complex and we believe their first- hand knowledge of the City and nearby cities will be a tremendous advantage for addressing local flooding issues.

At Herrera, we are proud of our status as the best little stormwater firm in the Pacific Northwest. Our depth of experience with all aspects of stormwater management coupled with our experience developing stormwater plans for other municipalities ensures high quality and timely work products that will meet all of your project goals. Please feel free to contact me at 360-292-1221 anytime with questions regarding this proposal.

Sincerely,
Herrera Environmental Consultants, Inc.


Joy Michaud, Project Manager



2200 Sixth Avenue | Suite 1100 | Seattle, Washington | 98121 | p 206 441 9080 | f 206 441 9108

SEATTLE, WA | PORTLAND, OR | MISSOULA, MT | OLYMPIA, WA | WINTHROP, WA | GUANGZHOU, CHINA

www.herrerainc.com

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The science of effective stormwater management is continually changing. What began primarily as the management of conveyance and detention facilities has evolved into a complex, multifaceted field requiring adoption of emerging technologies, adapting to new scientific knowledge, and navigating detailed regulatory requirements, dictated by the National Pollutant Discharge and Elimination System (NPDES) Phase II Stormwater Permit. The City of Edgewood is investing in development of a Surface Water Management Plan Update to ensure that regulatory requirements are being met with the least burden on ratepayers.

An important goal of this project is to adapt the City's stormwater program to stay ahead of the changing landscape of stormwater management, as well as development and growth within the City. The Plan will serve as an important planning tool.

Some key objectives of this project include:

- Ensure compliance with existing NPDES regulatory guidelines as well as anticipated future requirements.
- Identify and prioritize high value stormwater projects and provide a defensible rationale for their prioritization.
- Provide adequate service for existing development and plan for future growth. This is especially relevant given the recent roadway flooding experienced in much of the City.
- Address the complex groundwater flooding issues especially as related to the many 'potholes' within the City limits.
- Clearly lay out funding needs and a rationale and methodology for establishing a stormwater utility rate that supports those needs.

Brief Company Overview

Founded in 1980, Herrera is a leading engineering and scientific consulting firm focused on restoration, water, and sustainable development. Herrera's is headquartered in Seattle and has 100 staff members in five offices across the western United States. The size of our firm means we guarantee that you will be working with the specialists listed in this proposal. We are employee owned.

Project Approach

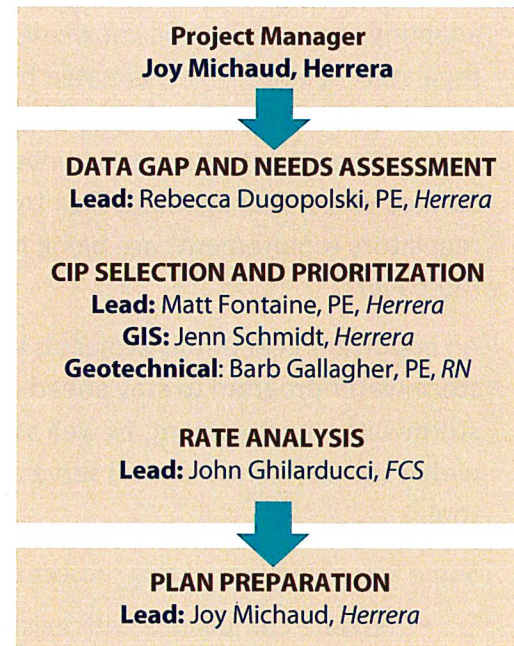
OUR TEAM

The Herrera team is uniquely qualified to partner with the City of Edgewood on this project due to the depth of our experience in all aspects of stormwater management and our recent experience assisting other municipalities developing similar plans. To complement Herrera's expertise, we have included FCS Group to conduct the utility and rate analysis and Robinson Noble to provide their in-depth knowledge of the underlying geology of the project area. Together, we comprise a team of industry leaders with the knowledge and expertise to meet the challenges of this project.

Our team will be led by **Joy Michaud**, a veteran project manager who has over 25 years of experience leading water resource planning projects throughout the state of Washington, including a strong focus on stormwater related projects. Since Joy successfully ran a small consulting business for nearly 20 years, she excels at managing multiple and diverse projects and responding to a wide variety of client needs. Although her specialty has been in stormwater management, she has an interdisciplinary background that includes; water quality studies, watershed planning, policy development, and project permitting and facilitation. As the Project Manager, Joy will oversee the project budget, schedule and project deliverables and ensure that the quality of all products is consistent with Herrera's, and more importantly, the City's expectations. She will ensure that adequate resources are allocated to support the project and will be the first point of contact for the City. Joy will also lead the ultimate development of the stormwater management plan.



Jeremy Metzler, PE,
Surface Water Program Manager



As shown in the organization chart we have organized the team around key technical roles and each role has an identified lead. This simple task of assigning specific technical leads allows each of the project components to move forward on parallel tracks, shaves time off the project schedule, and promotes teamwork.

Herrera's **Rebecca Dugopolski, PE** will lead the Data Gap and Needs Assessment aspects of the project. Rebecca, a NPDES expert, has worked on 12 stormwater management plans in the last five years. Capital Improvement Project (CIP) selection and prioritization will be led by Herrera's **Matt Fontaine, PE**. In the past five years Matt has led the CIP program components of stormwater comprehensive plans for the Cities of Lynnwood, Edmonds, SeaTac, Lincoln City, Port Angeles, and Lacey. GIS analysis is an increasingly important part of our plan development and CIP selection process. **Jenn Schmidt** of Herrera will lead the GIS Analysis assessment. Jenn has 10 years of experience using her creativity and advanced spatial analysis skills to identify and prioritize areas for site suitability. Matt will also be supported by **Barb Gallagher, PE** of Robinson Noble who will provide guidance on the complex soil and hydrogeologic conditions in the City. **John Ghilarducci** of FCS Group will lead the funding strategy and financial program task. John is a national leader in stormwater funding, having formed more than 20 Pacific Northwest stormwater utilities. He brings a clear understanding the multiple issues (operations,

engineering, capital, regulatory, etc.) that must be considered and analyzed to perform a comprehensive financial study.

OUR APPROACH

The plan presented in this proposal is preliminary. Our final work plan will be developed in collaboration with the City to ensure we will prioritize the components of the project that are most important to City staff.

TASK 1: UPDATE THE SURFACE WATER MANAGEMENT PLAN

Our approach for the 2017 Surface Water Management Plan Update (Plan) is to build on previous work, focusing the resources and effort for this project on those areas that need to be revised based on development patterns, permit needs, and advances in GIS tools, science, and engineering.

As outlined below, we have broken this task into three subtasks that align with our approach to these projects; Data Gaps and Needs Assessment, Selection and Prioritization of Capital Improvement Projects, and finally the Surface Water Management Plan Update. We have assigned subject matter experts to lead each of these tasks as well as identified interim deliverables for each; those products which drive the fiscal analysis are released earlier in the process and eventually included as appendices to the Plan. This approach enhances our ability to move the project forward simultaneously on parallel tracks. Equally important, it eases the burden of review for the City by separating the key information into discrete pieces and ultimately results in a more succinct Plan that relies on technical appendices to provide background information.

Task 1.1. Data Gaps and Needs Assessment

The key objective of this task is to review the City's Surface Water Program and related plans to address regulatory requirements and other program needs that may not be driven by regulations. These needs must also be clarified before proposing solutions and analyzing funding needs.

Subtask 1.1.1 - Project Kickoff Workshop

We find that an early workshop with City staff is an effective means of jump starting comprehensive planning projects. An early workshop helps to establish mutual understanding of the City's current stormwater program needs among the City and Herrera team, and provides an opportunity for refining project requirements and developing program goals and policies.

Example workshop topics include:

- Overall stormwater program status (what's working and where is there room for improvement)
- Responsibilities each department has with regard to stormwater management

- Private and public development that has occurred since the previous plan, as well as planned development that will impact stormwater and surface water.
- Known issues with the stormwater system (e.g., flooding, high groundwater, potholes, conveyance and pipe condition, underserved areas, maintenance issues).
- Known issues with surface waters and natural systems (e.g., habitat, flooding, water quality).
- Areas and stormwater facilities in need of rehabilitation
- Opportunities and constraints related to implementing regional stormwater management and low impact development (LID) retrofits
- Future development forecasts
- Financial policy information
- Information regarding changes in infrastructure, zoning and development

This workshop will be a forum to discuss goals and objectives that extend beyond achieving regulatory compliance. Once input from City staff is compiled, we will work with the City project manager to identify and prioritize the City's needs and issues at a high level, laying the foundation for subsequent tasks.

This task also includes review of the documents identified in the City's RFQ and other reports or data sources identified. Since we have worked extensively with Pierce County, including a current project to delineate watersheds for their stormwater program, we may have other documents and data sources relevant to Edgewood. In addition, our work on the SR 167 Extension project means we also have information related to the Hylebos and Wapato systems that may be relevant.

Our project kickoff workshops are typically 3 to 4 hours in length, leaving us the rest of the day to do some initial site reconnaissance as a team. In this way, the entire project team has a well-developed understanding of the unique features of the City's stormwater system and programs and the problems that need to be resolved at project onset.

Subtask 1.1.2 - Data Gaps and Needs Assessment Technical Memorandum

Our data gaps and needs assessment can serve as a mock audit of your program, since we specifically address needs related to the NPDES permit requirements. We begin with a detailed questionnaire for City staff and expand the information and our understanding through discussions with staff. These discussions will also address needs unrelated to the permit, such as plans for equipment replacement and infrastructure rehab and repair. We will discuss needs, provide summaries of how other municipalities in the region are addressing comparable issues, provide example protocols where necessary, identify where forms or checklists may be helpful, and identify ways technology could be leveraged to improve efficiency. We will address gaps in program coverage, including funding, equipment, staffing, and other resources.

After identifying the needs and data gaps we will lay out an implementation strategy for the program. The strategy will include staffing and equipment needs and costs defined in multiple tiers, thus providing the City with options that meet different budget or level of service objectives.

The Data Gaps and Needs Assessment Technical Memorandum will provide a detailed analysis of stormwater program staffing and equipment needs for the planning horizon selected by the City; typically 5 to 10 years. It will serve as an appendix to the Plan with the key findings summarized in the body of the Plan. This will be a critical document for informing the financial analysis and rate study.

Task 1.2 Select and Prioritize Capital Improvement Projects

The identification and prioritization of CIPs and associated cost estimates will drive decisions about future projects and the City's stormwater program focus and impact stormwater utility rates. It is critical that the process and projects reflect the City's vision and needs. Thus, the work of this subtask will be an important area of emphasis for us. Our subconsultant Robinson Noble will play a vital role in this task by providing the geotechnical and hydrogeologic framework for identifying potential problem areas and helping to define solutions that will work given the City's unique underlying conditions.

Subtask 1.2.1 - Problem Evaluation and Solution Development

Building from the discussions and information gathered in Tasks 1.1 we will work with the City to evaluate specific flooding, water quality, and habitat issues and develop the right solutions to incorporate into the CIP plan. The majority of existing stormwater problems are likely already known by City engineering and maintenance staff. Therefore, the focus of our work on this CIP plan will be on prioritizing known problems, developing plans for repair and replacement of aging stormwater infrastructure, and developing and packaging solutions to identified problems. We will perform this work through desktop analysis and via targeted field assessment and screening. In addition to system improvement projects we may also identify programmatic project needs the City may want to consider. Some examples from recent plans include; an LID infeasibility assessment, development of a ditch retrofit program, and incentivizing private stormwater retrofits.

The future stormwater utility rates in Edgewood will be directly affected by the implementation costs of the CIP plan, therefore, it is important to develop accurate planning level cost estimates for all CIP projects that are included in the plan and prioritized for implementation in the years ahead. Accurate cost estimating cannot be done if the solutions developed are misguided. Herrera has recently developed cost-effective CIP project solutions for over 200 unique stormwater related problems for various municipalities. The solutions have aimed to control flow rates, reduce flooding problems, provide fish passable conveyance, improve habitat and/or water quality, and correct erosion problems. We will provide the City with ideas for individual problem solutions to form the foundation of the CIP project planning work. Tools such as modeling and qualitative assessment will be used to evaluate how well each project alternative meets the stated goals. We will work closely with City staff to identify potential CIP

project implementation pitfalls such as constructability challenges, operations and maintenance difficulties, or permitting obstacles to be sure that the conceptual solutions that are developed can easily move forward into the design phase and the costs accurately reflect these potential challenges.

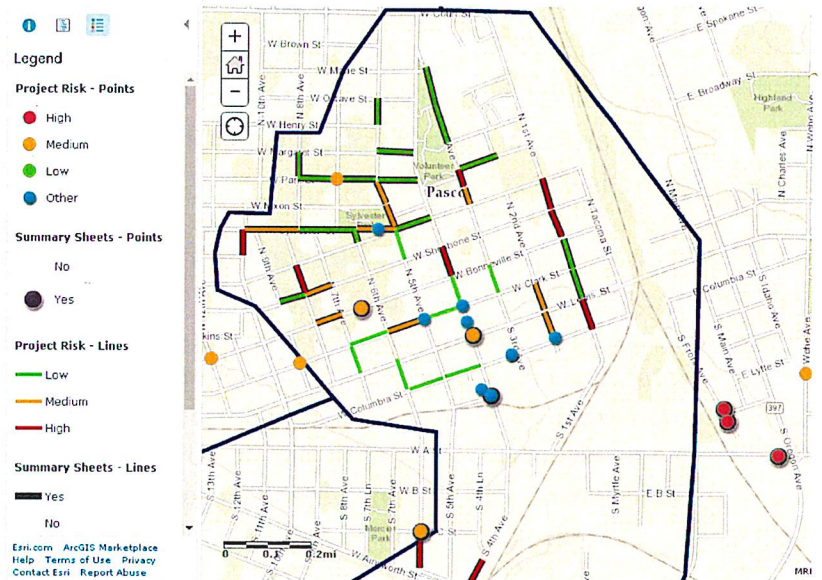
One tool that we have used in our recent plans for smaller municipalities is the creation and use of a webmap tool for identifying stormwater problems and solutions. This tool provides an easy way for everyone at the City and on the consultant team to enter information on problems or problem areas. Herrera provided similar assistance to the City of Pasco in evaluating the condition of the stormwater system in their priority downtown basin and used a webmap to help prioritize capital projects based on pipe inspection data. We then used the results to help justify additional asset management staffing and a long-term series of capital projects to address anticipated findings from future pipe inspections. The tool was also an effective means of demonstrating problems to the City Council.

We created a similar tool for our San Juan County stormwater plan, but in that case the City chose to use it as part of their public involvement strategy and invited the public to identify and describe problems using the tool.

Subtask 1.2.2 - CIP Project Summaries and Cost Estimates

Documentation of the individual problems and solutions will be important for ensuring that the finished product includes all the necessary information to support prioritization, funding analysis, and subsequent planning and design, and to effectively communicate the CIP project plans to a variety of audiences.

During work on CIP plans, we have developed a database that can be used to integrate GIS-based maps and graphics, project narrative information, and cost estimates into simple 1 or 2 page CIP project summaries that are attractive and accessible to technical and lay users alike. This type of database can be used to efficiently develop summary sheets for each recommended CIP project, resulting in long-term efficiency and cost savings for the overall CIP program. Our clients have also found these project summary sheets to be an effective tool for their grant applications and they have had terrific success with winning grant funding as a result. We have included an example at the end of this proposal.



Pasco webmap used to prioritize system replacement

Subtask 1.2.3 - CIP Project Prioritization

CIP project prioritization ensures the most effective use of stormwater utility funding and the best possible service to the residents of Edgewood. We understand the importance of a prioritization framework that can be used and understood by other City staff and decision makers and we have developed both quantitative and qualitative frameworks for CIP project prioritization. Drawing from examples that have proven useful and effective for other municipalities in the region, we will collaborate with City staff to develop a simple and clear CIP prioritization framework specific to the needs of the City. This framework will capture the most important issues for the City, such as problem severity, risk, costs, and direct project benefits, as well as indirect benefits such as improved habitat, funding potential, community amenity, mobility improvements, partnering opportunities, and more. Clear and appropriate project prioritization and scheduling will simplify the process for adoption of the CIP plan.

A CIP Selection and Prioritization Technical Memorandum will be provided that documents the method used to select CIPs, the prioritization process, and provide a prioritized list of CIP projects with cost estimates, and an implementation schedule. Project summary sheets will be included as an appendix to the report.

Task 1.3. Surface Water Management Plan Update

Although it sounds simple, we have learned that early development and discussion of an annotated outline for the Plan is an easy way to guide development of the draft document and to ensure the City and consulting team are starting with the same approximate expectations. As we develop the plan content we will solicit regular involvement from City staff on the evolving Plan. This writing process will ensure that the Plan covers all aspects of the City's stormwater management program, and that it employs a clear structure that works for decision makers and stakeholders.

Our goal will be to create a succinct plan that relies on existing information to provide background characterization sections; but focusing on the unique hydrogeologic features of the landscape and its impacts on stormwater management. We will also provide a comprehensive description of the existing stormwater system and summarize the key findings from our data gaps and needs assessment (Task 1.1) and provide a detailed description of the CIP identification and prioritization process (Task 1.2).

A critical component of the Plan will be the implementation strategy. Too often, stormwater management plans reflect the requirements of the permit and give short shrift to the more traditional utility needs. This focus on meeting permit requirements and using remaining resources for immediate system repair needs has left limited additional resources to address long term system deficiencies. The goal of our implementation strategy will be to minimize time spent on NPDES permit requirements to the extent practical while emphasizing those requirements that will actually improve the City's stormwater asset inventory and ability to assess system conditions. We will specifically identify a list of needs related to long term

management of the infrastructure and be sure these tasks are adequately prioritized and funded.

Although it varies by client, there is often a need for involving the public or stakeholder groups during plan development, and always a need for presentations to the Council or Board of Commissioners. We can provide support to the stakeholder involvement process as desired by the City, which may include development of a public involvement plan and facilitation of stakeholder meetings, providing visuals to be used by City staff during public open house meetings, and providing presentations to the City Council. Depending upon the level of engagement with the public the overall project schedule could be impacted, however it would not impact the City's ability to apply for project grants.

We would expect to create a review draft of the Plan for the City's review, and then the final Plan based on review comments. The new Plan will synthesize the stormwater priorities within the context of the existing stormwater infrastructure and municipal operations. It will clearly define a path forward through specific management actions in the context of state and federal regulations to meet the defined goals.

Task 1 Deliverables

- Summary notes from the Project Kickoff Workshop
- Geoweb-based stormwater problems mapping tool
- Data Gaps and Needs Assessment Technical Memorandum
- Selection and Prioritization of CIPs Technical Memorandum
- 2017 Surface Water Management Plan Update
- Public Participation Process Documentation (if applicable)

TASK 2: PERFORM FINANCIAL ANALYSIS

The stormwater financial analysis includes both a stormwater policy review and a financial plan (including a rate forecast).

FCS GROUP will prepare an initial data request identifying specific pieces of data to be collected from the City. They will review data provided by the City and make formal requests for any additional items or explanations as necessary. Inconsistencies and problems in data collected will be identified and resolved to allow accurate analysis. At the kickoff meeting, FCS GROUP will work with City staff to identify key policy and technical issues to be addressed in the study. These issues could include:

- Fiscal Policies – Sound fiscal policies help ensure the ongoing financial health of a utility.
- Rate Structures – The rate structure should accurately reflect the need for services through contribution of runoff. [Residential impervious surface area is effectively charged a higher rate under the City's existing rate structure.]

Using an Excel spreadsheet model, and with the input of City staff and Herrera, FCS GROUP will develop an analytical model to project operations and capital revenue requirements for the planning horizon selected by the City. The revenue requirement is defined as the total amount of rate revenue needed to meet an enterprise's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analysis will be the recommended percentage rate increases or decreases, as applied to the current rate structure, needed to meet the obligations of the stormwater service – including the recommendations of the Plan.

The model will be constructed with user-friendliness in mind and will be flexible and stable enough to analyze multiple scenarios and/or levels of service. FCS GROUP will also prepare for and participate in staff review and Council meetings to present and discuss findings. They will document the financial analysis for insertion in the Plan.

A detailed Technical Memorandum will be prepared that summarizes the technical analysis completed and resulting rates/fees and credits. The technical memorandum would appear as an appendix to the Plan, with a summary of the key outcomes included as a chapter of the Surface Water Management Plan.

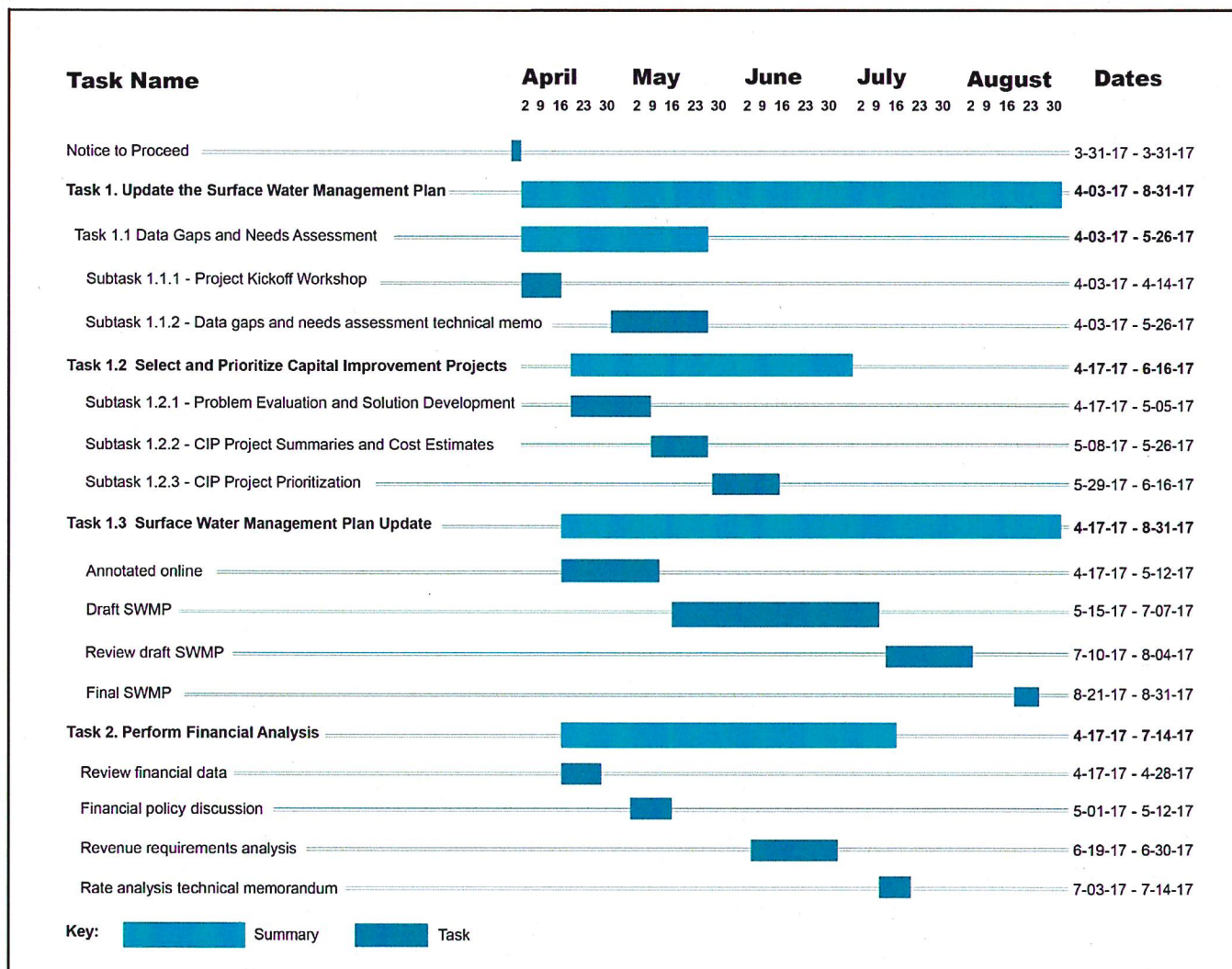
Task 2 Deliverables

- Rate Analysis Study Technical Memorandum

SCHEDULE

The Gantt chart on the following page displays our project schedule and is based on the assumption that the Notice to Proceed would be obtained by end of March 2017 and that submittal of a plan would occur by end of August 2017. While this is possible, it is an ambitious schedule and leaves little leeway for resolving issues at the City level related to CIP selection and utility rate structure. We understand that the main driver behind this schedule is the City's interest in having conceptual designs of top priority projects for the next grant submittal process and we foresee no problems with ensuring that goal is met, even if there are outstanding issues related to such things as utility needs and the utilities structure. We also believe the interim products/technical memorandums we have identified that will provide the framework for the City's decisions can be comfortably completed within the schedule allotted. One important way that we have organized the project to ensure we meet the project schedule is by assigning specific topic experts as leads to each of the project components, as shown in our organization chart. This provides clarity to everyone about their responsibilities for products and schedule, shares the responsibility amongst our dedicated and talented topic experts, and keeps the entire team directed and motivated. We have used this approach on most of our stormwater planning projects to great success. Another feature of our approach that enhances efficiency is that we have identified interim deliverables such data gaps and needs assessment memorandum and CIP prioritization framework to allow for a piecemeal review of the key technical pieces by City staff and allow us to create a more succinct Plan.

Proposed Project Schedule



Demonstrated Experience

PRIME CONSULTANT: HERRERA ENVIRONMENTAL CONSULTANTS

Herrera provides scientific and engineering services to public and private clients throughout the Pacific Northwest using our staff of 100 engineers, environmental scientists, biologists, and planners. Herrera is considered the premier stormwater firm in the Northwest. We have led many of the key studies in the region that have advanced the science and understanding of stormwater related issues and provided the scientific framework for setting policy. We have performed the vast majority of testing of emerging stormwater treatment devices and facilities and are well aware of their treatment effectiveness and operations and maintenance needs. We are the regional leaders in LID training, code review, and implementation and have

developed most of the toolkits and guidance used in this region by Phase I and II permittees. Applying that knowledge, we have supported over 18 municipalities with updates to their stormwater comprehensive/master plans in the past 5 years or so, as shown in the Table that follows. In all, we have assisted over 50 Phase I and Phase II permittees with various aspects of their stormwater management programs. We have provided project summaries for a handful of recent projects below, while Table 1 provides an overview of the extent and diversity of our team's experience.

PROJECT EXAMPLES – STORMWATER PLANNING

City of Pasco Comprehensive Stormwater Master Plan (2015-2016)

The City of Pasco is developing its first ever comprehensive stormwater management plan to comply with NPDES requirements and to better identify their long term needs related to managing stormwater. Herrera is leading this fast-paced project that required development of all key information and financial impacts within a three month period. We first developed a web-based stormwater problem identification tool and then a desktop evaluation of the practicalities of adopting an outfall elimination strategy to minimize the City's NPDES liabilities. We followed these with a Data Gap and Needs Assessment report that outlined program and staffing needs and a ranked CIP list, with associated project summaries and cost estimates. These elements, which were informed the City's stormwater utility rate discussions, were all provided on time and within budget even with the tight timeframe. *Team Involved: Joy Michaud; Rebecca Dugopolski, Matt Fontaine, and Jenn Schmidt. (FCS Group is developing the rate analysis under a separate contract.)*

City of Lacey Stormwater Comprehensive Plan (2012-2014)

Herrera worked with the City of Lacey to develop the City's first-ever stormwater comprehensive plan to respond to evolving regulatory requirements, to support efficient use of available utility funding, and to update identification of surface water capital improvement project needs and priorities. Herrera assisted the City in all aspects of this planning work, including review of existing stormwater program activities, an evaluation of gaps in program coverage with respect to regulatory requirements and other drivers, development of recommendations for thorough stormwater program coverage, assessment of drainage and water quality problem areas and associated capital improvement projects, assessment of future storm and surface water program funding needs, and preparation of the plan. In follow on work with the City, Herrera designed and oversaw construction of an award-winning stormwater treatment facility and is performing a code review and redevelopment of the City's drainage manual *Team Involved: Joy Michaud, Matt Fontaine, Rebecca Dugopolski, Jennifer Schmidt, FCS Group*

City of Tumwater Stormwater Management Plan (2016-2017)

Tumwater is the oldest American settlement in Puget Sound and serves as the gateway to Southern Puget Sound and the intensely developed areas to the north. The City's aged infrastructure and quickly expanding population put large demands on stormwater

management. High annual rainfall in combination with steep slopes and poorly draining soils that occur in some parts of the City equates to an increased risk of erosion, flooding, and slope failures. The City also has a number of hydrologically isolated subbasins that create a different set of concerns. In addition, the City's drinking water is supplied by groundwater; therefore, the City needs to maintain groundwater recharge processes while protecting groundwater quality. Herrera is in the final stages of completing a Comprehensive Stormwater Management Plan for the City that provides an evaluation of compliance with current regulations and establishes management goals, identifies capital projects and recommends program changes that will guide the City's program for the next 5 to 10 years. The plan will include a complete utility rate analysis and a detailed implementation strategy. *Team Involved: Joy Michaud, Matt Fontaine, Rebecca Dugopolski and FCS Group*

FCS GROUP

With more than 250 utility rate and financial planning studies to their credit, FCS Group has completed projects throughout the West addressing revenue requirements and cost-of-service, funding alternatives and rate methodology for stormwater, water, wastewater, transportation and parks. FCS has provided surface and stormwater rate development assistance to the counties of Clark, Cowlitz, King, Kitsap, Lewis, San Juan, Skagit, Snohomish and Whatcom, in addition to more than one hundred cities.

PROJECT EXAMPLES – STORMWATER RATE STUDIES

City of Fife Stormwater Rate Study (2013)

FCS GROUP performed a stormwater rate study for the City of Fife in 2013. The study included an examination of fiscal policies, and established the need for a series of significant rate increases. All recommendations were adopted.

City of Des Moines Stormwater Rate Structure and Financial Analysis (2012, 2014)

FCS GROUP has performed utility rate development services to the City of Des Moines since 1998. Originally, FCS GROUP prepared a stormwater rate and financial analysis as part of comprehensive plan, developed level-of-service stormwater rates, and has forecasted rates sufficient to meet regulatory requirements and minimum level of service standards. Subsequently, in 2012, FCS GROUP performed a comprehensive rate structure and rate credit analysis, resulting in a tiered residential rate and rate credit system featuring credits for on-site water quality and quantity mitigation. All recommendations were adopted. More recently, in 2014, FCS GROUP completed a stormwater revenue requirement update.

City of Sumner Stormwater, Water and Sewer Rate Study (2014, 2016)

Since 2002, FCS GROUP has provided stormwater system development charge (SDC) consulting services. FCS GROUP performed comprehensive rate and SDC studies for the City's stormwater, wastewater and water utilities in 2014. Subsequently, in 2016 performed a rate update for each utility along with an examination of potential SDC credits for on-site mitigation along with

forecasting revenues and expenses, devising a funding strategy for the City's capital improvement program and developing a strategy of rate adjustments to meet the City's needs.

ROBINSON NOBLE

Robinson Noble is an environmental and geotechnical consulting firm providing earth science and engineering support for public clients throughout the Pacific Northwest. They have worked in Edgewood area and the Federal Way upland area for over five decades, completing several regional groundwater studies including aquifer recharge and groundwater protection for the City's Critical Areas Land Management ordinance and providing a review of the Surface Water Management Plan developed by Kato & Warren from a hydrogeologic perspective, suggesting potential enhancements to the plan. Robinson Noble has also completed several geotechnical investigations in the Edgewood area, including evaluating subsurface soils for potential storm water infiltration.

City of Edgewood Surface Water Management Review and Critical Areas Ordinance (2002)

Robinson Noble's hydrogeologists reviewed the Surface Water Management Plan developed by Kato & Warren to "assess its impact to the natural ground water recharge process." The technical review included a description of the Edgewood area hydrogeology, analysis of potential responses to considered options and components, and recommendations for preferred planning directions. They also assisted with public involvement aspects of the project. The completed final ordinance helped guide land-use changes in the Edgewood area to protect the City's water resources.

EXPERIENCE PRESENTING TO CITY COUNCILS

Presenting to city councils is a frequent part of our work in surface water planning. Our goal when presenting to council is to communicate the most critical information in a concise and easy to understand manner that empowers council members to make informed decisions based on costs and benefits. What we find to be most effective to achieve this is a short powerpoint presentation with pictures and graphics, brief handouts summarizing key issues, co-presenting with key City staff, and answering specific questions from council members. Here is a list of some of our most recent projects that have been presented and adopted by the city (and county) council:

- City of Sequim Storm and Surface Water Master Plan
- City of SeaTac Surface Water Plan
- City of Port Angeles Municipal Code Updates to incorporate new stormwater standards and LID requirements
- City of Bainbridge Island Municipal Code Updates to incorporate new stormwater standards and LID requirements
- Belfair UGA Basin Plan

Table 1. Summary of Demonstrated Project Experience

Relevant Projects	Comprehensive Plan	Data Gap Analysis and Needs Assessment	Stormwater Design /Cost Estimate	Stormwater Rate Study	Presentation to City Council/Board	Grant Application	Grant Amount
City of Pasco Comprehensive Stormwater Master Plan Herrera	X	X	X	X	X		
Belfair UGA Basin Plan	X	X	X		X		
City of Edmonds Stormwater Comprehensive Plan Update Herrera & FCS	X	X	X	X	X	X	\$188k
City of Bremerton Stormwater Comprehensive Plan Herrera	X	X	X	X			
City of Port Angeles Stormwater NPDES/CIP Plan Herrera	X	X	X	X	X	X	\$1.1M
Hood Canal Stormwater Retrofit Plan Herrera	X		X		X		
City of SeaTac Surface Water Plan and Rate Study Herrera & FCS	X	X	X	X	X		
City of Redmond Watershed Management Plan Herrera	X				X		
City of Edmonds Stormwater Comprehensive Plan and Stormwater Management Program Update Herrera	X	X	X	X	X		
City of Lynnwood Comprehensive Stormwater Plan Herrera	X	X	X				
City of Coupeville Reclaimed Water/Stormwater Management Implementation Herrera	X		X		X	X	\$495k
San Juan County Stormwater Basin Planning Herrera	X		X		X	X	\$661k
City of Lacey Stormwater Comprehensive Plan Herrera	X	X	X	X		X	\$1M
Silverdale Low Impact Development Retrofit Plan Herrera	X		X			X	\$3.3M
Kitsap County Stormwater Retrofit and Green Streets Herrera	X		X				
City of Fife Stormwater Rate Study FCS Group				X			
City of Des Moines Stormwater Rate Structure and Financial Analysis FCS Group				X			
City of Sumner Stormwater, Water and Sewer Rate Study FCS Group				X			

Responsiveness / Reliability

Herrera's consistent high performance is founded on our commitment to high quality work, cost control, timely delivery and responsiveness to our client's needs, and excellent communication. Herrera's core team, including project manager Joy Michaud, is composed of senior level staff who have worked closely together on similar projects for other cities. Our references below can attest to our responsiveness.

References/Past Performance

Herrera's references include public sector clients across Washington state. The references we have included for projects within the last 3 years can attest to the knowledge and performance of Herrera as a firm, and to Joy Michaud as a project manager.

City of Pasco Comprehensive Stormwater Master Plan

HERRERA PM: Joy Michaud

DATES/FEE: 2016 / \$140,000

CONTACT: Teresa Reed-Jennings, 509.545.3444, reed-jenningst@pasco-wa.gov

Belfair UGA Basin Plan

HERRERA PM: Joy Michaud

DATES/FEE: 2015-2017 / \$290,000

CONTACT: Loretta Swanson, 360.427.9670, lorettas@co.mason.wa.us

City of Tumwater 2016 Comprehensive Stormwater Management Plan

HERRERA PM: Joy Michaud

DATES/FEE: 2016-2017 / \$145,000

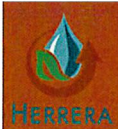
CONTACT: Dan Smith, 360.754.4140, desmith@ci.tumwater.wa.us

City of Lacey LID Code Revision, Stormwater Manual Update and Comprehensive Plan

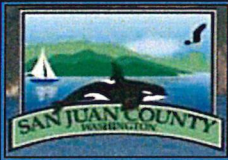
HERRERA PM: Matt Fontaine

DATES/FEE: 2015-2016 / \$340,000

CONTACT: Doug Christenson, 360.438.2686, Dchriste@ci.lacey.wa.us



Example Project Summary Sheets



San Juan County Capital Improvement Program Project Summary Sheet

Name: Market Street Drainage System Upgrade
Site ID: ES44
Project Priority: Top 23
Estimated Cost: \$420,000

PROBLEM SUMMARY

The private drainage system on Market Street has been problematic and was not designed to accommodate future development in the area tributary to the system; however, modeling indicates the existing storm drain pipes have adequate capacity. The existing water quality swale is much too small. The swale is only large enough to provide water quality treatment for 5 percent of the tributary drainage area.

RANK JUSTIFICATION

Frequent flooding problems observed. Capacity issues contributed to flooding in Fall/Winter of 2013. Includes components from 2005 Eastsound drainage plan.

- Health and Safety Risk
- Prior drainage plan project
- Water quality treatment retrofit
- Capacity for future development
- Obstacle for other projects



Parking Lot on Market Street



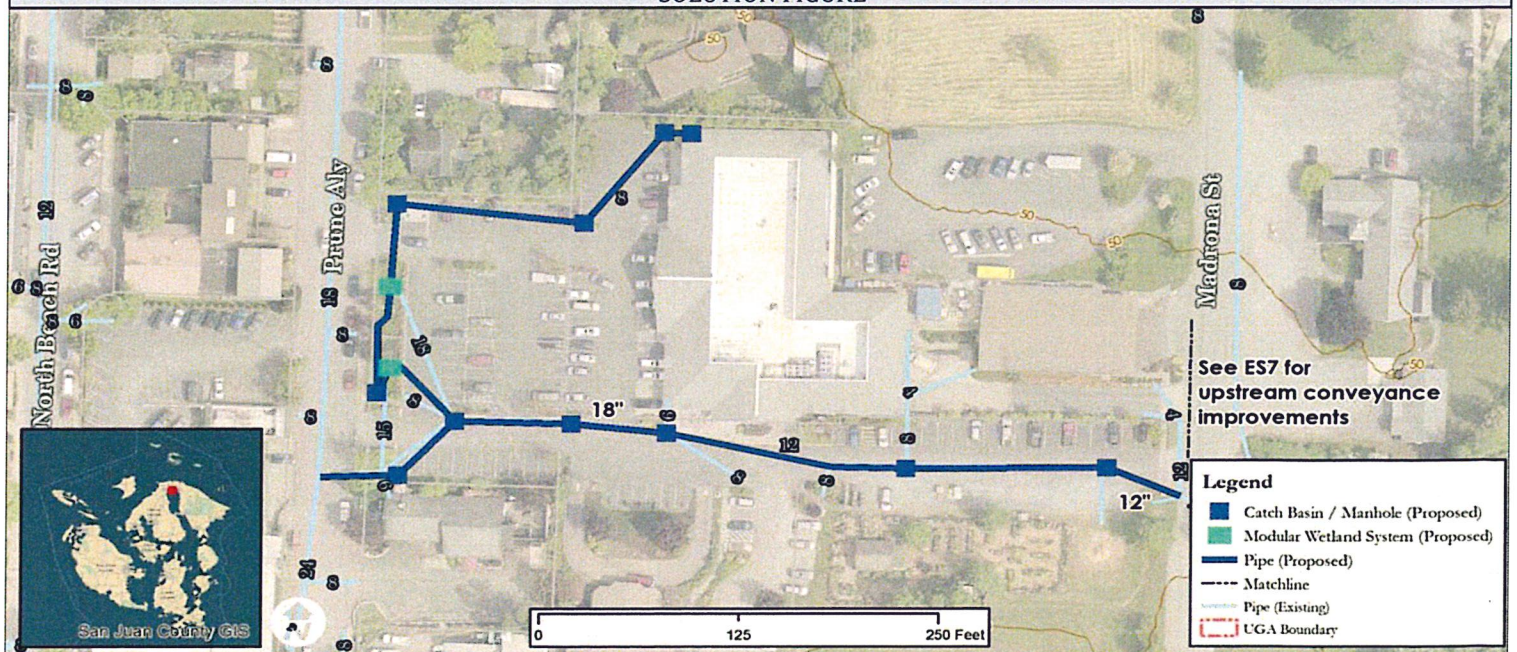
Parking lot and swale adjacent to Prune Alley

PROPOSED SOLUTION

Replace (as needed) and reconfigure the existing private storm drain on Market Street to route surface flow to two Modular Wetland Systems (MWS). The proposed MWS will replace the existing swale located in the planter strip at the west boundary of the parking lot and provide treatment for 5.2 acres. Similar to Project 1.6 from 2005 Eastsound drainage plan. Basis of cost: ES7 Option 1 is incorporated into the following quantities: 1014 LF of Storm Drain Pipe (assume replacement of all pipes flowing to the MWS units), 2 MWS Units, and 15 catch basins (assume all catch basins are replaced).

Future considerations: The project cost currently includes replacement of the entire pipe network. The pipe network should be video inspected and the existing pipes reused to the extent feasible as a means of reducing project costs. However, problems with existing surface drainage patterns and inlet locations will need to be addressed.

SOLUTION FIGURE





Silverdale LID Stormwater Retrofit Plan Project Summary Sheet

Site Name: Silverdale Way (East) Roadside Rain Gardens

Site ID: 4b



SUMMARY

Property Type:	ROW	Estimated Cost Range	
Receiving Water:	Marine Shoreline	Low End:	\$210,000
Facility Type(s):	Rain Garden	Likely:	\$300,000
Site Priority Rank:	High	High End:	\$450,000

PROJECT DESCRIPTION

Narrative:

This project would retrofit approximately 250 linear feet of existing planters along Silverdale Way with rain garden facilities. These facilities would be designed to accept runoff from both the right-of-way and the adjacent commercial parking areas (Key Bank parking lot). Approximately 2 acres of high-use roadway and parking lots would received enhanced treatment. Runoff from the area is currently untreated and discharges directly to Dyes Inlet.

Site Challenges:

Likely to encounter utility conflicts (e.g., water, sewer, power) and some existing trees/shrubs. Proposed facility locations are in high-use pedestrian areas (e.g., crosswalk, bus stop) requiring facilities that maintain or improve pedestrian and traffic flow.

Land Cover	Drainage Area (sf)	Design Considerations	
Road:	23,100	Facility Size:	3,000 sf
Parking:	64,900	Shallow Infiltration Potential:	Moderate
Roof:	14,000	Deep Infiltration Potential:	Likely Poor
Other Impervious:	0	Utility Conflicts:	High
Pervious:	4,000	Project Difficulty:	High
Total:	106,000		

BENEFITS

Benefits Description:

Enhanced water quality treatment for stormwater from high-use roadway and parking areas.

Pollutant	Average Load Reduction	Criterion	Score (1 to 3)
Coliform (MPN in billions/yr):	202	Water Quality:	2
Total Nitrogen (kg/yr):	-5	Efficiency:	2
Total Suspended Solids (kg/yr):	279	Vehicular Use:	3
Dissolved Zinc (kg/yr):	1	Ease of Funding:	3

Other Benefits:

High Visibility, Consistent with Silverdale Vision.



Existing Conditions



Proposed Stormwater Facility Example

Notes:

1. Facility scoring criteria -- higher scores denote higher benefit

ROW - right-of-way, sf - square feet



CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 201____, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)

2224 - 104th Avenue E.

Edgewood, Washington 98372

Contact: Mayor Daryl Eidinger

Phone: 253-952-3299 Fax: 253-952-3537

and _____ (Name of Contractor), a _____ (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

Contractor's name (hereinafter the “CONSULTANT”)

Address

City, State, Zip

Contact: _____ Phone: _____ Fax: _____

for professional services in connection with the following Project:

2017 Surface Water Management Plan Update

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

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

Revised 2/26/15

3. **Terms.** This Agreement shall commence on _____, (“Commencement Date”) and shall terminate on _____ unless extended or terminated in writing as provided herein.

4. **Compensation.**

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.

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

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____”.

☐ OTHER. _____

5. **Payment.**

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

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

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

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

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

6. Discrimination and Compliance with Laws

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

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

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

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

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

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

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

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable

compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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

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

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

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

10. Ownership of Work Product.

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

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

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

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

Revised 2/26/15

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

Daryl Eidinger
Mayor
2224 - 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299
Fax: 253-952-3537

NAME OF CONSULTANT

Attn: _____

Phone: _____

Fax: _____

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

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

17. General Provisions.

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

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

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

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

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

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____
Daryl Eidinger
Mayor

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

Reviewer	Jeremy	Kevin	Jacki	Daryl	Rachel	Average
Kennedy / Jenks Team						
Understanding of Local Issues / Concerns (5 points)	4	4.5	4	4	4	4.1
Confidence / Knowledge of Presenter(s) (5 points)	4.5	5	4	4	3	4.1
Familiarity with NPDES Phase II Permit (5 points)	5	4	4	3	4	4
Demonstrated Creativity / Uniqueness (5 points)	3.5	4	3	4	4	3.7
Demonstrated Successful Team Coordination (5 points)	4	5	5	4	4	4.4
Overall Impression of Presentation (5 points)	4	4	3	4	3	3.6
Response to Scripted Questions (10 points)	5	6.5	7	6	6	6.1
Response to Other Questions (10 points)	8	9	7	8	7	7.8
Total Score:	38	42	37	37	35	37.8
Herrera Team						
Understanding of Local Issues / Concerns (5 points)	4.5	4.5	4	4	4	4.2
Confidence / Knowledge of Presenter(s) (5 points)	5	5	5	5	5	5
Familiarity with NPDES Phase II Permit (5 points)	5	5	4	3	5	4.4
Demonstrated Creativity / Uniqueness (5 points)	4.5	4	4	4	5	4.3
Demonstrated Successful Team Coordination (5 points)	4	4.5	4	5	5	4.5
Overall Impression of Presentation (5 points)	5	5	4	5	5	4.8
Response to Scripted Questions (10 points)	8	8	7	10	9	8.4
Response to Other Questions (10 points)	9	9	8	10	9	9
Total Score:	45	45	40	46	47	44.6



**CITY OF EDGEWOOD
STAFF REPORT**

**STUDY SESSION AGENDA ITEM: Final Acceptance of the Jovita
Seismic Wall Project (Resolution)**

Date: March 21, 2017

Title: Jovita Seismic Wall Project Acceptance Resolution

Attachments: Local Agency Agreement Supplement and Project As-Builts Separated into Two Parts (Due to Size)

Submitted By: Aaron C. Nix, ACA – Municipal Services

Approved For Agenda By: Daryl Eiding, Mayor

Discussion: The Jovita Seismic Wall Project has reached its conclusion and Staff are preparing a Resolution in order to have the Council accept the project in order to allow Staff to release the remaining retainage to R.W. Scott, in the amount of \$46,080.25. Both City Staff and the City's consultant Engineer, Gray and Osbourne are satisfied with the work product and concur that the work can be accepted.

Recommendation: Move that City Staff bring a Resolution to the March 28th, 2017 Council meeting in order to accept the Jovita Seismic Wall Project in order to close out the project and proceed with final payment for the work.

Fiscal Impact: The total project cost, including design, project management and construction was estimated at \$1,255,376.00. As construction proceeded, some difficulties arose that could not have been foreseen, including a large, subsurface rock that was encountered during the drilling operation that required some shifting and modification to the wall structure, as well as a slide event during construction that needed clean up in order to allow the new infrastructure to function appropriately. Due to these activities, the construction costs increased from the awarded bid amount of \$887,594.00 to a final construction cost of \$921,605.08. The attached Local Agency Agreement was adjusted in order to compensate for revisions and approved by our granting resources. In addition, cost savings were achieved within the project management component, as existing, new City Staff and the Administration took on more of an active role in coordinating and managing the project.



Agency City of Edgewood		Supplement Number 3
Federal Aid Project Number STPUL -HLP- 3290(010)	Agreement Number LA8197	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on
All provisions in the basic agreement remain in effect except as modified by this supplement.
The change to the agreement are as follows:

Project Description

Name Jovita Boulevard Slope Stabilization - Seismic Walls

Length 1.0 Mile

Termini West Valley Highway to 114th Avenue E

Description of Work ☒ No Change

Reason for Supplement

Transfer some construction management funds to construction contract funds.

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 12/31/2017

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: 06/30/2016

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE						
86.5 %	a. Agency	1,142.00		1,142.00	154.00	988.00
	b. Other	253,234.00		253,234.00	34,187.00	219,047.00
Federal Aid	c. Other			0.00		
Participation	d. State	1,000.00		1,000.00	135.00	865.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	255,376.00	0.00	255,376.00	34,476.00	220,900.00
Right of Way	f. Agency			0.00		
%	g. Other			0.00		
Federal Aid	h. Other			0.00		
Participation	i. State			0.00		
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction	k. Contract			0.00		
100 %	l. Other State Funds Contract	887,000.00	34,650.00	921,650.00		921,650.00
	m. Other State Funds Consultant	108,000.00	-34,650.00	73,350.00		73350
Federal Aid	n. Other State Funds State	5,000.00		5,000.00		5,000.00
Participation	o. Agency			0.00		
Ratio for CN	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	1,000,000.00	0.00	1,000,000.00	0.00	1,000,000.00
	r. Total Project Cost Estimate (e+j+q)	1,255,376.00	0.00	1,255,376.00	34,476.00	1,220,900.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title Mayor, City of Edgewood

By
Director, Local Program
Date Executed 7/24/2013

CITY OF EDGEWOOD

PIERCE COUNTY

WASHINGTON



JOVITA BOULEVARD SLOPE STABILIZATION

Federal Aid No. STPUL-3290(010)

CITY OFFICIALS

Daryl Eidinger
MAYOR

Tyron Christopherson

Mark L. Creley

Luke Meyers

Donna O'Ravez

Nate Lowry

Rosanne Tomyn

Stephanie Shook

CITY COUNCIL

RACHEL PITZEL, CMC

CITY CLERK

Aaron Nix, M.P.A

ASSISTANT CITY ADMINISTRATOR



RECORD DRAWING
Based upon best available information
obtained during construction.
Date: MARCH 2017
By: P.G.M.
Checked By: T.L.S.

CITY OF EDGEWOOD - JOVITA BLVD. SLOPE STABILIZATION JOB NUMBER - # 14590				
Horizontal Datum: NAD83/91 WSPC SOUTH ZONE				
Vertical Datum: NAVD88				
POINT	NORTHING	EASTING	Elev	DESCRIPTION
2	704417.062	1199138.454	347.74	SSNT=SET LG. MAG NAIL W/TAG STAMPED "G&O CONTROL". ON W. SIDE OF 114TH AVE E. ON N. SIDE OF NLY ENTRANCE D'WAY TO ALICE HEDDEN ELEMENTARY SCHOOL +/- 18' S. OF AP IN CURB 2' E OF W. RCFL IN C/L OF EXTD D'WAY TO HSE# 613
3	705809.571	1199141.475	216.28	SSNT, NE COR INTX 114TH AVE E & JOVITA BLVD CENTER OF ELY TRAFFIC ISLAND 13' SE OF TRAFFIC LIGHT POLE
100	703946.195	1199171.371	364.42	SFM. 3" DOMED SURFACE BRASSY W/X" STAMPED "PIERCE COUNTY PUBLIC WORKS DEPT." CL INTX 114TH AVE E & 8TH ST E (PIERCE COUNTY #2686)
101	703979.722	1197796.234	355.22	SFM. 3" DOMED SURFACE BRASSY W/X" STAMPED "PIERCE COUNTY PUBLIC WORKS DEPT." C/L OF 8TH ST E IN LINE W/SIGN TO HSE# 11011 (PIERCE COUNTY GPS 499)
102	703941.105	1204250.295	63.30	SFM. 1 1/2" ALUM CAP W/PUNCH "HL 016" IN GRASS 4.4' N OF RCFL 9.2' W. OF WLY PGA ON NW COR OF INTX OF 8TH ST & N. BOUND ON-RAMP TO HWY 167 (WSDOT HL-016)
103	704005.839	1203724.554	66.17	SFM. 5 3/4" W OF W. REA @ SW COR INTX 8TH ST & S BOUND ON-RAMP TO 167 1 1/2" ALUM CAP W/PUNCH "HL 017" IN GRASS (WSDOT HL-017)
104	704094.361	1203627.384	68.32	SFMC. 3" IP. W/CONC. W/BRASS PIN DOWN 0.8' IN CASE. CL INTX W. VALLEY HWY & JOVITA BLVD
105	704739.469	1203497.568	71.77	SFM. C/L WEST VALLEY HWY 70' +/- D'WAY HSE 985 3" SURFACE BRASSY W/X" STAMPED "PIERCE COUNTY PUBLIC WORKS"
106	703834.591	1203679.652	72.75	SFM. 3" DOMED SURFACE BRASSY W/X" STAMPED "PIERCE COUNTY PUBLIC WORKS" C/L W. VALLEY HWY. +/- 250' S. OF 8TH ST E
107	705755.164	1199106.532	219.62	SFMC. CL INTX JOVITA BLVD & 114TH AVE E. HUB W/TACK DOWN 0.8' IN CASE. HUB SET IN 1 3/4" PIPE
108	704354.128	1203205.173	73.65	SSS=SET 60d NAIL W/WHISKERS. 1.5' NIE OF NELY ASPHALT EDGE
109	704577.946	1202846.532	82.40	SSS. 4.5' NIE OF NELY ASPHALT EDGE
110	704781.998	1202663.352	90.86	SSS. 4.1' NIE OF NELY ASPHALT EDGE. 12' W. OF 18" CONC CULVERT. 40' E. OF CURVED ROAD TRAFFIC SIGN
111	704929.632	1202408.872	91.73	SSS. 1.5' N. OF NELY ASPHALT EDGE. 18' W. OF 18" CONC CULVERT
112	705064.443	1202225.461	93.35	SSS. 9.5' NW FROM END OF GUARD RAIL OVER BOX CULVERT. 4.0' NIE FROM ASPHALT EDGE
113	705267.827	1202051.865	99.90	SSS. 4' NELY FROM ASPHALT EDGE. 90' +/- NW OF DMH ON SW SIDE OF ROAD
114	705495.885	1201874.289	104.04	SSS. 4' NE OF ASPHALT EDGE
115	705634.249	1201625.633	113.04	SSS. 1.3' SW OF GUARD RAIL @ POST #13
116	705683.105	1201303.165	127.67	SSS. 3.0' SW OF GUARD RAIL. BETWEEN POSTS 7 & 8 FROM THE WEST END HEADING EAST
117	705856.052	1201051.080	137.78	SSS. 1.5' SWLY FROM ASPHALT EDGE
118	706040.921	1200853.193	145.41	SSS. 2.0' SWLY FROM ASPHALT EDGE
119	706217.326	1200647.852	152.62	SSS. 1.5' SWLY FROM SW ASPHALT EDGE
120	706313.026	1200346.641	166.70	SSNT. 1.0' S. OF N. EDGE OF ASPHALT. 13.0' W. OF W. END OF GUARD RAIL
121	706197.508	1199906.312	186.27	SSS. 1.2' N. OF N. ASPHALT EDGE. 48' +/- E. OF E. END OF GUARD RAIL
122	706039.794	1199485.980	207.17	SSNT. NWLY SIDE JOVITA BLVD. 58' +/- SE OF POLE W/LIGHT #570595 155902
123	703936.176	1200333.802	366.48	SSNT. IN ASPH. 4' N. OF N. FOG LINE ALONG 8TH ST E. W. SIDE PROP LINE TO HSE # 11715
124	703896.414	1201829.479	328.11	SFM. 3" SURFACE BRASSY W/X SET IN CONC. 135' +/- WEST FROM INTX. OF 8TH ST. E. & 122ND AVE CT. E
125	703909.626	1201935.058	321.80	SFM. 3" SURFACE BRASSY W/X SET IN CONC. CL RD EXTD. 27' +/- WEST FROM INTX. OF 8TH ST. E. & 122ND AVE CT. E
126	703909.172	1201952.071	320.57	SFN. FOUND MAG NAIL INTX. OF 122ND AVE CT. E & EXTD CL 8TH ST. E
127	704252.700	1201952.563	304.01	SFN. FOUND MAG NAIL IN ROAD. JUST WEST OF CL. NEAR POINT OF CURVE. 122ND AVE. CT. E
128	704332.848	1203559.947	67.62	SSNT. 1.0' E. OF W. ASPHALT EDGE. 50' +/- S. OF S. ENTRANCE TO DAYS GROCERY ON W. VALLEY HWY
129	703916.800	1200546.322	362.20	SFM. 3" SURFACE BRASSY W/X. CL 8TH ST. E. (PIERCE COUNTY 2592)
130	704446.396	1203103.771	76.65	SSN. 60d NAIL WITH WHISKERS. 5' N. OF N. EDGE OF ASPHALT ROAD. 4' SW FROM PHONE PEDESTAL 12603
131	704835.431	1202591.472	90.21	SSN. 60d NAIL WITH WHISKERS +/- 11.7' NE OF NIE EDGE OF ASPHALT. +/- 100' NW OF CULVERT
132	706011.707	1200973.571	169.81	SSHT. N. SIDE OF JOVITA BLVD AT TOP OF BANK/HILL SOUTH OF GULLY +/- 40' NE OF NIE EDGE OF ROAD
133	705810.697	1199144.639	218.53	SSNT. NE CORNER OF INTX. OF 114TH AVE E & JOVITA BLVD IN ELY TRAFFIC CURB. 4.3' N. AND 4.5' W. OF BACK OF CURB

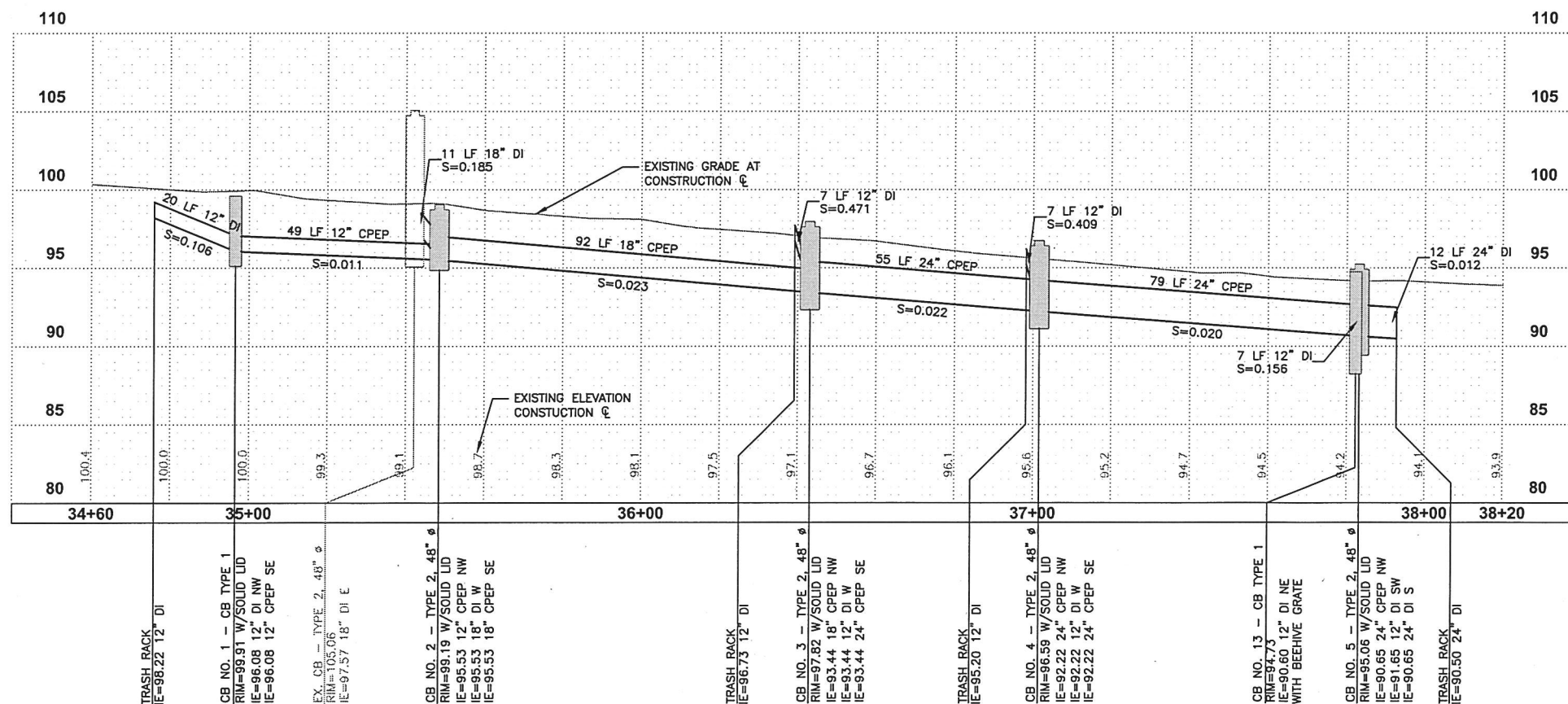
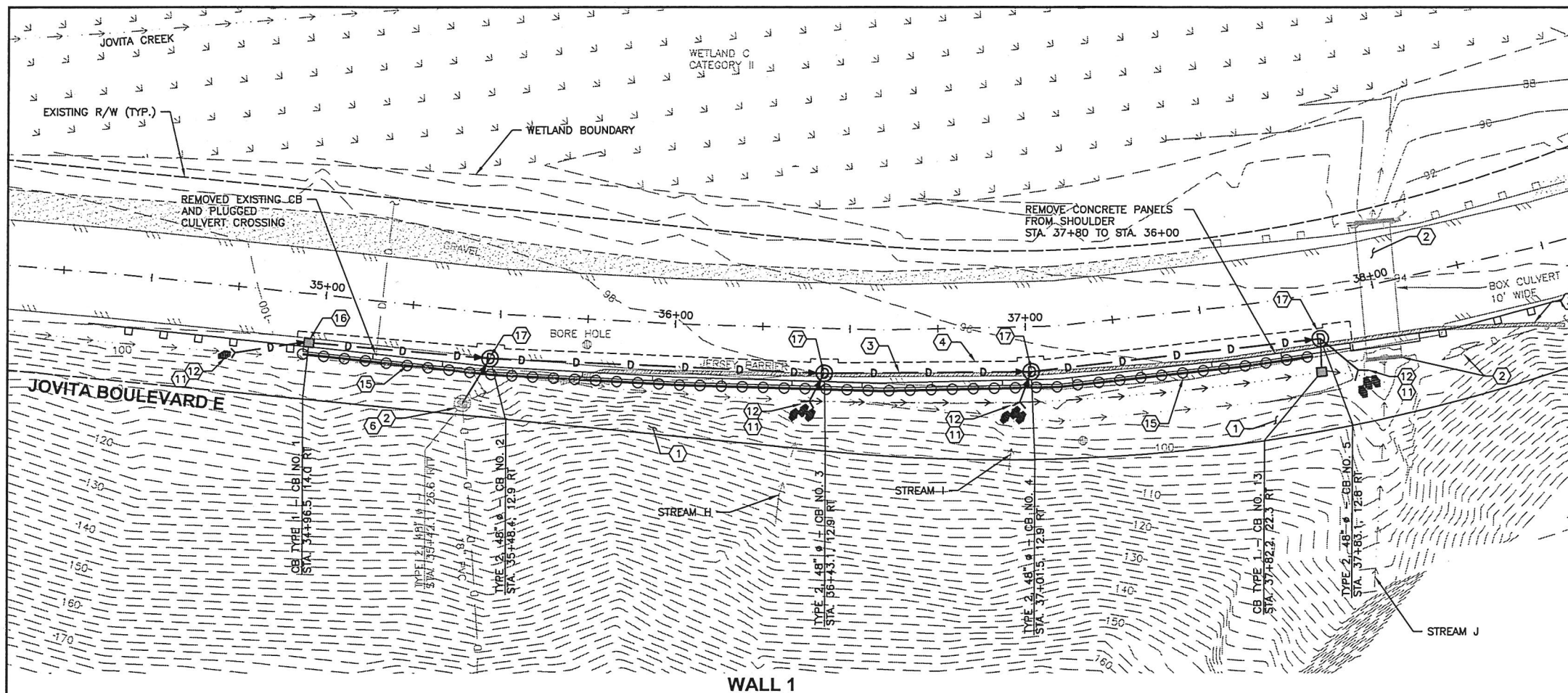
FLEXIBLE GUIDEPOST - ITEM NO. 63		
STATION	LEFT OR RIGHT	
8+25	LEFT	
15+50	LEFT	
23+35	RIGHT	
24+00	RIGHT	
24+65	RIGHT	
25+30	RIGHT	
25+90	RIGHT	
26+60	RIGHT	
27+25	RIGHT	
27+90	RIGHT	
27+75	LEFT	
28+25	LEFT	
28+75	LEFT	
29+25	LEFT	
29+75	LEFT	
30+25	LEFT	
30+75	LEFT	
37+40	LEFT	
38+50	LEFT	

JOVITA BOULEVARD SLOPE STABILIZATION ALIGNMENT TABLE					
POINT	STATION	NORTHING	EASTING	LENGTH	BEARING
BOA	0+00.00	705739.649	1199086.120		
PI	1+00.00	705798.629	1199166.875	100.00	N 53° 51' 27" E
PI	2+50.00	705890.371	1199285.544	150.00	N 52° 17' 33" E
PI	3+00.00	705921.012	1199325.055	50.00	N 52° 12' 25" E
PI	3+25.00	705936.268	1199344.861	25.00	N 52° 23' 34" E
PI	3+50.00	705951.001	1199365.057	25.00	N 53° 53' 19" E
PI	3+75.00	705965.111	1199385.693	25.00	N 55° 38' 19" E
PI	4+00.00	705978.584	1199406.751	25.00	N 57° 23' 19" E
PI	4+25.00	705991.407	1199428.211	25.00	N 59° 08' 19" E
PI	4+50.00	706003.570	1199450.052	25.00	N 60° 53' 19" E
PI	4+75.00	706015.059	1199472.254	25.00	N 62° 38' 19" E
PI	5+00.00	706025.865	1199494.797	25.00	N 64° 23' 19" E
PI	5+25.00	706035.978	1199517.659	25.00	N 66° 08' 19" E
PI	5+74.98	706054.214	1199564.209	50.00	N 68° 36' 24" E
PI	6+24.98	706071.753	1199611.032	50.00	N 69° 27' 55" E
PI	6+99.98	706098.072	1199681.263	75.00	N 69° 27' 23" E
PI	7+35.39	706109.671	1199714.716	35.41	N 70° 52' 40" E
PI	7+89.41	706129.025	1199765.147	54.02	N 69° 00' 16" E
PI	8+43.44	706147.982	1199815.747	54.03	N 69° 27' 45" E
PI	8+96.59	706166.792	1199865.455	53.15	N 69° 16' 20" E
PI	9+52.16	706186.466	1199917.422	55.57	N 69° 15' 51" E
PI	9+98.69	706202.567	1199961.085	46.54	N 69° 45' 30" E
PI	10+48.79	706220.463	1200007.875	50.10	N 69° 04' 09" E
PI				98.11	N 68° 32' 25" E

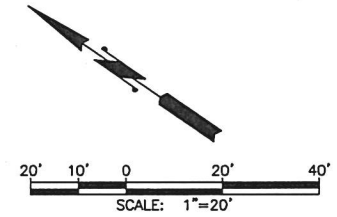
JOVITA BOULEVARD SLOPE STABILIZATION ALIGNMENT TABLE (CONTINUED)					
POINT	STATION	NORTHING	EASTING	LENGTH	BEARING
PI	11+46.90	706256.357	1200099.186	54.49	N 68° 36' 11" E
PI	12+01.39	706276.237	1200149.920	55.98	N 73° 00' 20" E
PI	12+57.38	706292.599	1200203.459	53.56	N 80° 47' 52" E
PI	13+10.94	706301.165	1200256.331	51.87	N 87° 16' 27" E
PI	13+62.81	706303.632	1200308.141	59.19	S 84° 11' 51" E
PI	14+22.00	706297.648	1200367.027	53.12	S 79° 00' 23" E
PI	14+75.11	706287.518	1200419.171	53.57	S 80° 10' 01" E
PI	15+28.68	706278.370	1200471.951	47.02	S 79° 28' 00" E
PI	15+75.70	706269.774	1200518.180	48.53	S 78° 17' 53" E
PI	16+24.23	706259.932	1200565.700	40.50	S 75° 45' 32" E
PI	16+64.73	706249.969	1200604.952	43.83	S 70° 01' 44" E
PI	17+08.56	706234.999	1200646.146	42.02	S 64° 01' 03" E
PI	17+50.58	706216.591	1200683.918	29.59	S 60° 35' 34" E
PI	17+80.17	706202.060	1200709.699	49.08	S 54° 08' 01" E
PI	18+29.25	706173.307	1200749.469	49.44	S 48° 49' 45" E
PI	18+78.69	706140.758	1200786.687	51.00	S 42° 13' 55" E
PI	19+29.69	706102.996	1200820.966	48.52	S 39° 32' 33" E
PI	19+78.21	706065.580	1200851.856	54.96	S 40° 42' 40" E
PI	20+33.16	706023.924	1200887.700	48.68	S 42° 45' 41" E
PI	20+81.84	705988.184	1200920.751	54.17	S 46° 16' 28" E
PI	21+36.01	705950.743	1200959.896	51.49	S 49° 12' 43" E
PI	21+87.50	705917.107	1200998.880	49.94	S 50° 27' 16" E
PI	22+37.44	705885.311	1201037.389	52.15	S 51° 37' 18" E
PI	22+89.59	705852.931	1201078.274	53.76	S 51° 52' 40" E
PI	23+43.35	705819.745	1201120.564	45.38	S 52° 04' 08" E
PI	23+88.73	705791.851	1201156.355	46.62	S 54° 11' 56" E

PIERCE COUNTY
FEDERAL AID NO.: STPUL-3290(010)
SECTION: 2 & 3, T20N, R04E W.M.

JOVITA BOULEVARD SLOPE STABILIZATION ALIGNMENT TABLE (CONTINUED)					
POINT	STATION	NORTHING	EASTING	LENGTH	BEARING
PI	24+35.35	705764.578	1201194.169	49.57	S 57° 44' 24" E
PI	24+84.92	705738.117	1201236.090		
PI	25+33.03	705715.105	1201278.334	48.11	S 61° 25' 12" E
PI	25+83.01	705694.345	1201323.805	49.99	S 65° 27' 38" E
PI	26+29.88	705680.250	1201368.503	46.87	S 72° 29' 54" E
PI	26+76.81	705670.351	1201414.371	46.93	S 77° 49' 18" E
PI	27+37.14	705664.647	1201474.437	60.34	S 84° 34' 30" E
PI	27+92.31	705663.050	1201529.577	55.16	S 88° 20' 28" E
PI	28+45.31	705660.163	1201582.505	53.01	S 86° 52' 41" E
PI	28+95.04	705650.248	1201631.238	49.73	S 78° 29' 58" E
PI	29+45.52	705632.224	1201678.391	50.48	S 69° 04' 51" E
PI	30+00.70	705603.520	1201725.513	55.18	S 58° 39' 10" E
PI	30+45.58	705576.436	1201761.297	44.88	S 52° 52' 43" E
PI	30+91.99	705545.783	1201796.159	46.42	S 48° 40' 31" E
PI	31+41.71	705511.990	1201832.619	49.71	S 47° 10' 28" E
PI	31+95.79	705474.568	1201871.657	54.08	S 46° 12' 38" E
PI	32+35.65	705446.821	1201900.280	39.86	S 45° 53' 26" E
PI	32+90.15	705407.980	1201938.508	54.50	S 44° 32' 40" E
PI	33+43.82	705367.220	1201973.421	53.67	S 40° 34' 56" E
PI	33+90.22	705329.992	1202001.118	46.40	S 36° 38' 53" E
PI	34+39.79	705289.511	1202029.732	49.57	S 35° 15' 16" E
PI	34+98.17	705241.199	1202062.494	58.37	S 34° 08' 34" E
PI	35+49.16	705198.786	1202090.805	50.99	S 33° 43' 21" E
PI	36+01.29	705157.043	1202122.030	52.13	S 36° 47' 52" E
PI	36+59.07	705111.732	1202157.877	57.78	S 38° 20' 56" E
PI	37+08.70	705074.423	1202190.605	49.63	S 41° 15' 26" E
PI	37+59.80	705039.216	1202227.652	51.11	S 46° 27' 32" E
PI	37+94.38	705016.195	1202253.456	34.58	S 48° 15' 45" E
PI	38+49.65	704982.916	1202297.580	55.27	S 52° 58' 33" E
PI	38+92.24	704958.976	1202332.800	42.59	S 55° 47' 44" E
PI	39+37.77	704934.865	1202371.422	45.53	S 58° 01' 28" E
PI	39+92.37	704906.690	1202418.198	54.61	S 58° 56' 14" E
PI	40+45.63	704880.360	1202464.485	53.25	S 60° 22' 01" E
PI	40+98.60	704854.026	1202510.457	52.98	S 60° 11' 42" E
PI	41+49.75	704828.805	1202554.946	51.14	S 60° 27' 04" E
PI	42+00.74	704802.184	1202598.445	51.00	S 58° 32' 02" E
PI	42+52.14	704775.002	1202642.066	51.40	S 58° 04' 17" E
PI	43+02.47	704748.090	1202684.594	50.33	S 57° 40' 24" E
PI	43+56.77	704717.628	1202729.541	54.30	S 55° 52' 27" E
PI	44+00.76	704692.621	1202765.735	43.99	S 55° 21' 31" E
PI	44+48.58	704664.840	1202804.655	47.82	S 54° 28' 52" E
PI	44+95.98	704636.248	1202842.469	47.41	S 52° 54' 21" E
PI	45+43.91	704607.362	1202880.708	47.92	S 52° 55' 59" E
PI	45+93.26	704577.073	1202919.673	49.35	S 52° 08' 24" E
PI	46+44.37	704544.615	1202959.153	51.11	S 50° 34' 30" E
PI	46+91.33	704514.844	1202995.470	46.96	S 50° 39' 25" E
PI	47+41.60	704482.191	1203033.691	50.27	S 49° 29' 32" E
PI	47+94.37	704447.774	1203073.688	52.77	S 49° 17' 19" E
PI	48+42.08	704416.720	1203109.910	47.71	S 49° 23' 31" E
PI	48+97.97	704380.338	1203152.342	55.89	S 49° 23' 23" E
PI	49+41.62	704351.799	1203185.377	43.66	S 49° 10' 36" E
EOA	49+89.33	704320.759	1203221.605	47.71	S 49° 24' 37" E



PIERCE COUNTY
FEDERAL AID NO.:STPUL-3290(010)
SECTION: 2 & 3, T20N, R04E W.M.



ROADWAY & STORM DRAINAGE NOTES

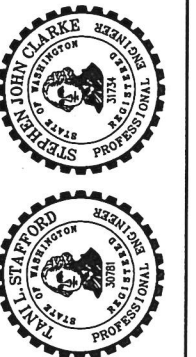
1. CONTRACTOR SHALL CUT DOWN TREES OVER 6 INCH DIAM CALIPER, WITHIN THE RIGHT OF WAY, BEHIND THE WALL LIMITS. LEAVE 2-FOOT HIGH STUMP AND ROOTS IN PLACE PER THE SPECIFICATIONS. REMOVE AND WASTEHAUL TREE DEBRIS.
2. CONTRACTOR SHALL PROTECT EXISTING STORM STRUCTURE DURING CONSTRUCTION.
3. CONTRACTOR SHALL REMOVE AND SALVAGE EXISTING CONCRETE BARRIER TO THE CITY YARD. THIS WORK TO BE INCLUDED IN REMOVAL OF STRUCTURE AND OBSTRUCTION.
4. CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT AND SEAL JOINT (WHERE APPLICABLE) THEN APPLY SAND BLANKET TO THE SURFACE JOINT.
5. CONTRACTOR SHALL REMOVE AND WASTEHAUL EXISTING STORM DRAINAGE STRUCTURE(S)/PIPE.
6. CONTRACTOR SHALL CONNECT NEW STORM PIPE TO EXISTING CATCH BASIN. CORE DRILL IF KNOCK OUT IS NOT PRESENT.
11. CONTRACTOR SHALL FURNISH AND INSTALL QUARRY SPALL INLET OR OUTLET PROTECTION PER DETAIL SHEET G-10.
12. CONTRACTOR SHALL FURNISH AND INSTALL TRASH RACK PER DETAIL SHEET G-10.
15. CONTRACTOR SHALL FURNISH AND INSTALL SOLDIER PILE WALL PER DETAIL ON SHEET S-4.
16. CONTRACTOR SHALL FURNISH AND INSTALL TYPE 1 CATCH BASIN PER DETAIL ON SHEET G-9.
17. CONTRACTOR SHALL FURNISH AND INSTALL 48" Ø TYPE 2 CATCH BASIN PER DETAIL ON SHEET G-9.



Gray & Osborne, Inc.

CONSULTING ENGINEERS
 701 DEXTER AVENUE NORTH SUITE 200
 SEATTLE, WASHINGTON 98109 • (206) 284-0880

DATE: MAR 2017	H: 1"=20'
SCALE: V: 1"=5'	
DRAWN: JA	
CHECKED: TLS	
APPROVED: SJC	

[illegible]

CITY OF EDGEWOOD
PIERCE COUNTY
WASHINGTON
JOVITA BOULEVARD SLOPE
STABILIZATION

STORM PLAN-PROFILE

SHEET: **G-3**
OF: **26**

JOB NO.: 14590
DWG. NO.: 14590-PLAN-PROFILE

RECORD DRAWING

Based upon best available information
obtained during construction.

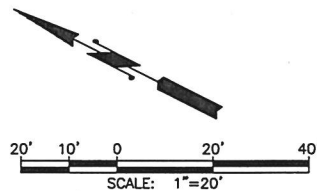
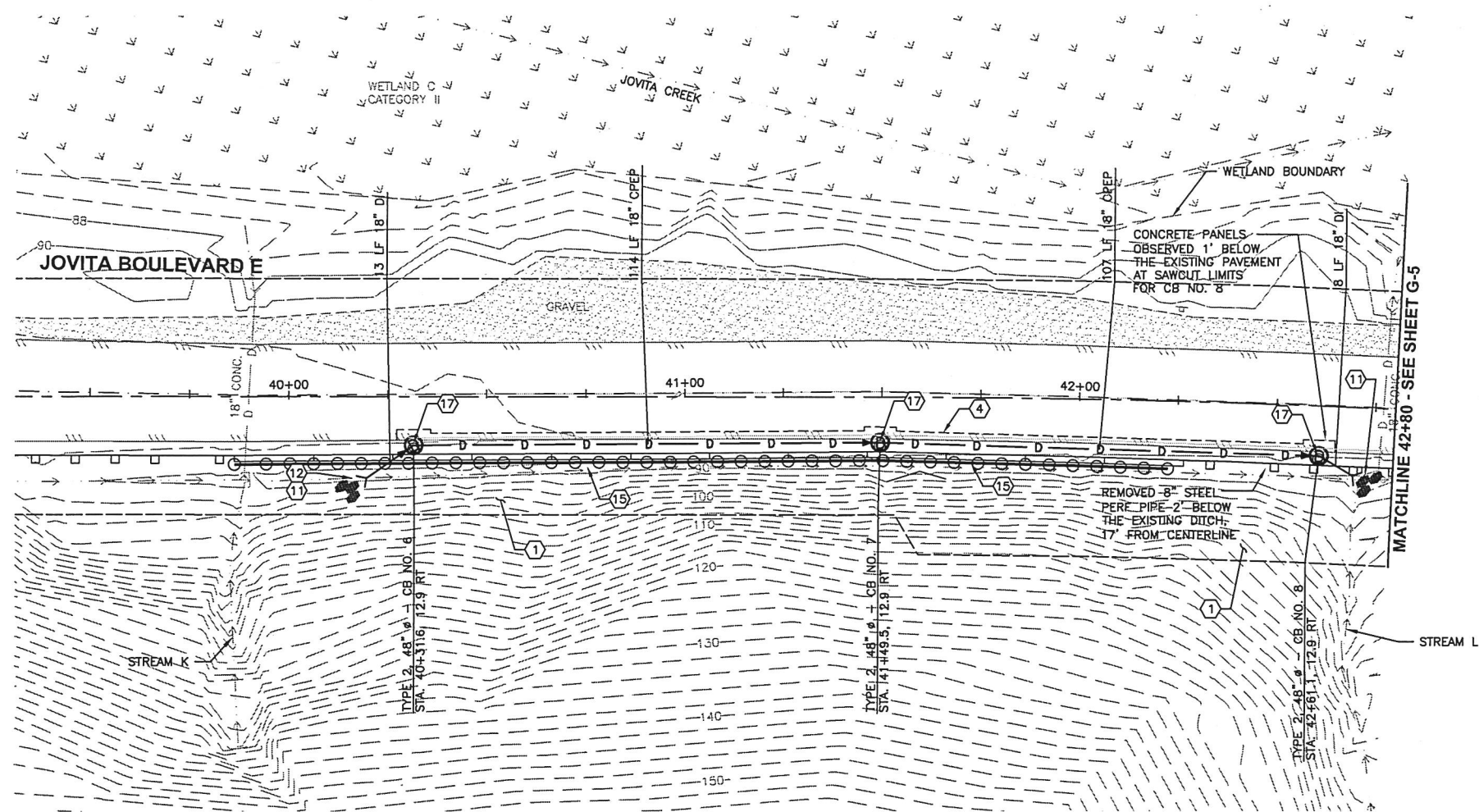
Date: MARCH, 2017

By: P.G.M.

Checked By: T.L.S.



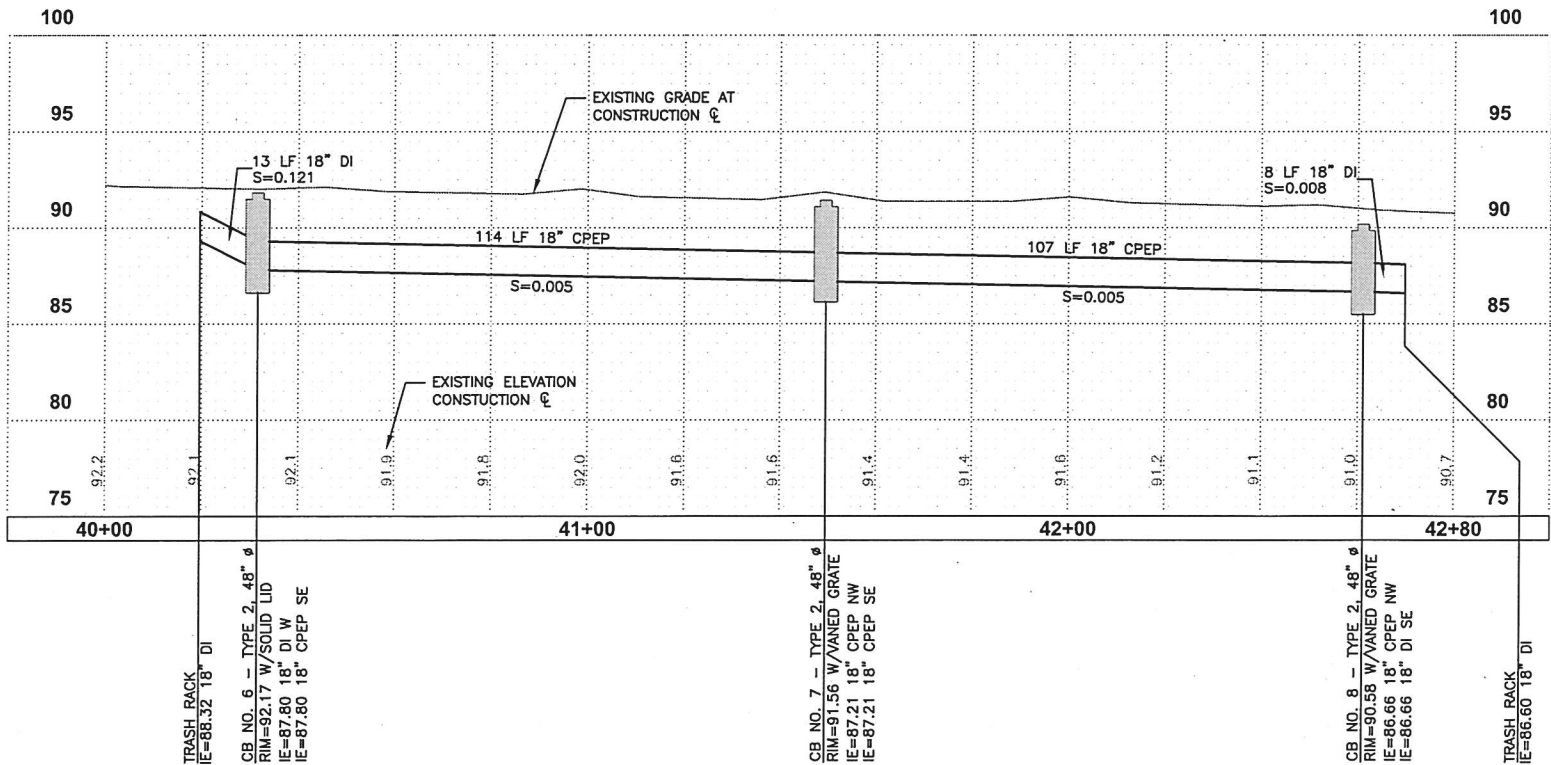
TWO INCHES AT FULL SCALE
IF NOT, SCALE ACCORDINGLY



ROADWAY & STORM DRAINAGE NOTES

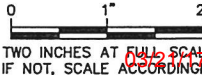
1. CONTRACTOR SHALL CUT DOWN TREES OVER 6 INCH DIAM CALIPER, WITHIN THE RIGHT OF WAY, BEHIND THE WALL LIMITS. LEAVE 2-FOOT HIGH STUMP AND ROOTS IN PLACE PER THE SPECIFICATIONS. REMOVE AND WASTEHAUL TREE DEBRIS.
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11. CONTRACTOR SHALL FURNISH AND INSTALL QUARRY SPALL INLET OR OUTLET PROTECTION PER DETAIL SHEET G-10.
12. CONTRACTOR SHALL FURNISH AND INSTALL TRASH RACK PER DETAIL SHEET G-10.
15. CONTRACTOR SHALL FURNISH AND INSTALL SOLDIER PILE WALL PER DETAIL ON SHEET S-4.
16. CONTRACTOR SHALL FURNISH AND INSTALL TYPE 1 CATCH BASIN PER DETAIL ON SHEET G-9.
17. CONTRACTOR SHALL FURNISH AND INSTALL 48" Ø TYPE 2 CATCH BASIN PER DETAIL ON SHEET G-9.

WALL 2



RECORD DRAWING

Based upon best available information obtained during construction.
Date: MARCH, 2017
By: P.G.M.
Checked By: T.L.S.



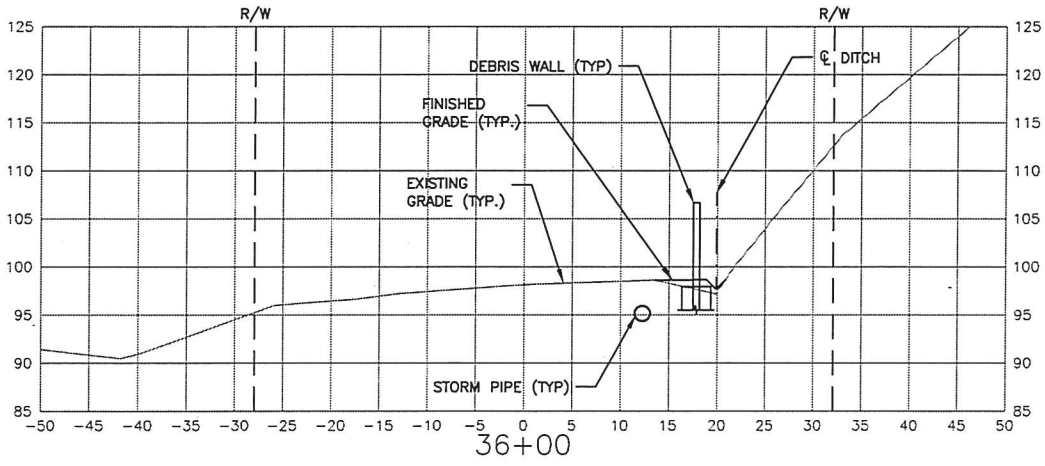
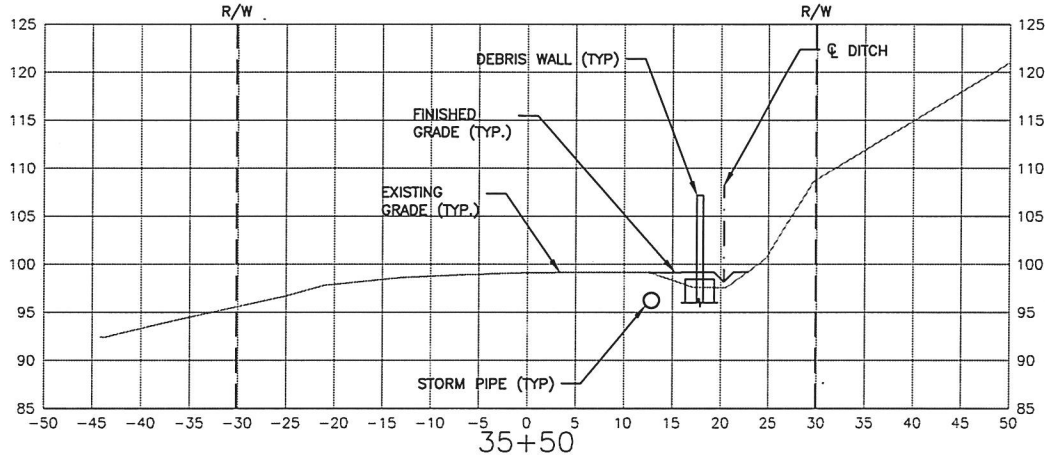
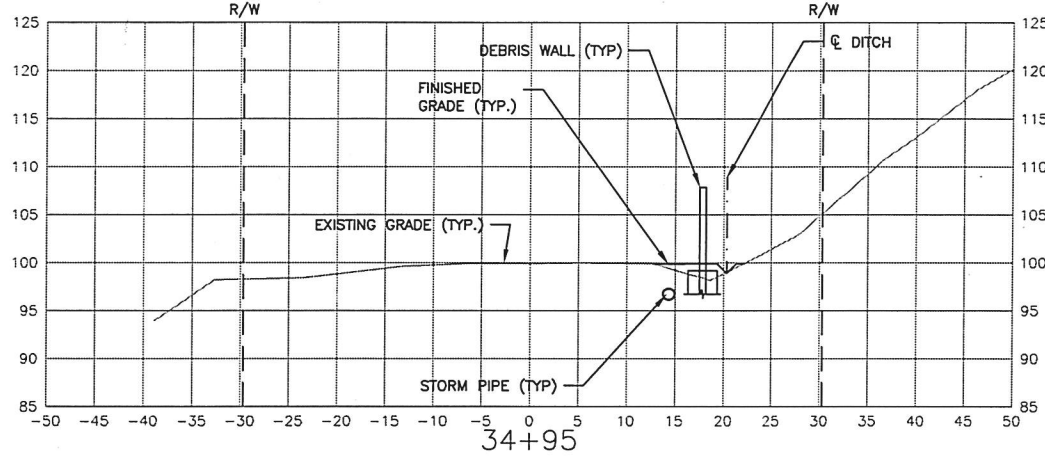
CITY OF EDGEWOOD
PIERCE COUNTY
JOVITA BOULEVARD SLOPE
STABILIZATION

STORM PLAN-PROFILE

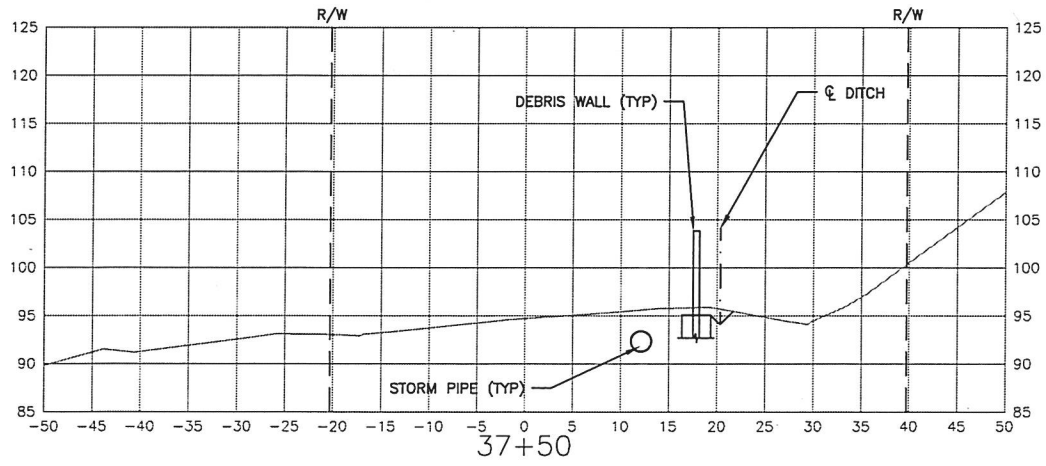
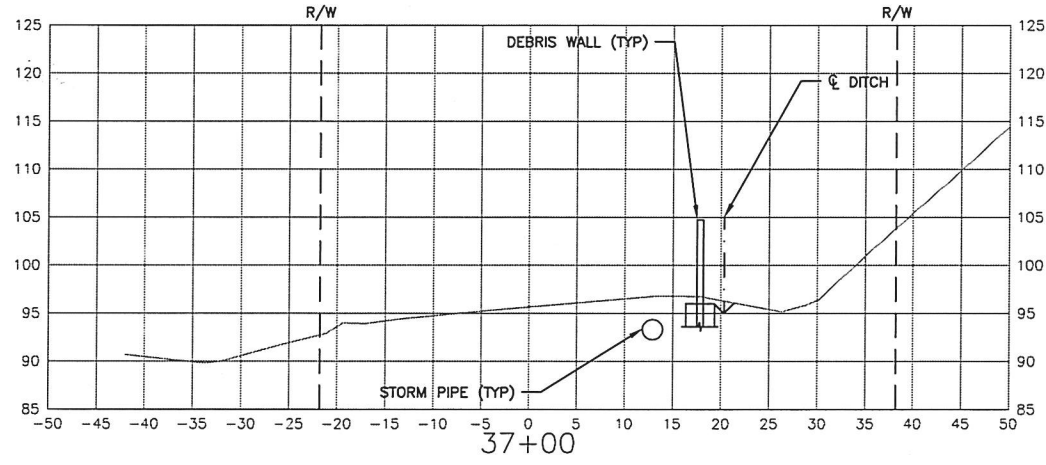
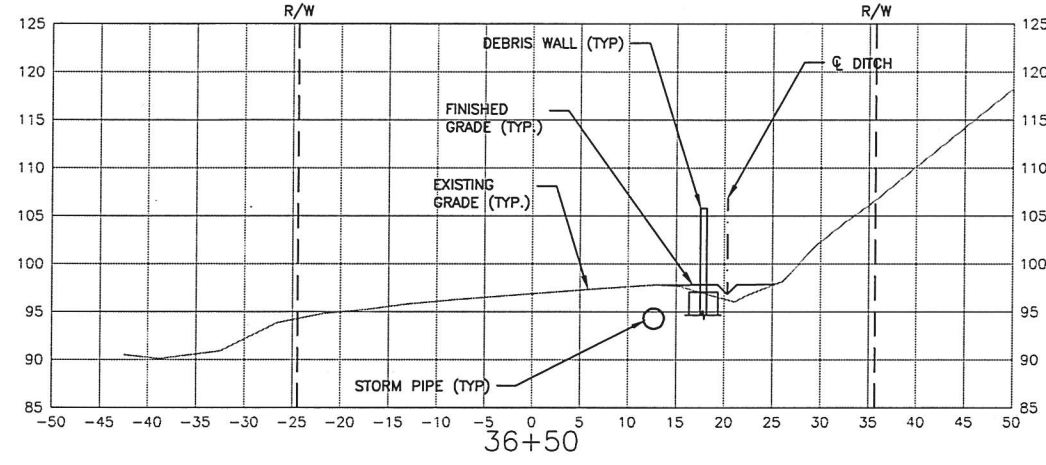
SHEET: **G-4**
OF: **26**

JOB NO.: 14590
DRAWN BY: P.G.M.
CHECKED BY: T.L.S.

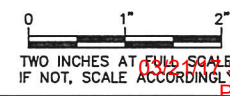
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PIERCE COUNTY
FEDERAL AID NO.: STPUL-3290(010)
SECTION: 2 & 3, T20N, R04E W.M.



RECORD DRAWING
Based upon best available information
obtained during construction.
Date: MARCH, 2017
By: P.G.M.
Checked By: T.L.S.



Gray & Osborne, Inc.
CONSULTING ENGINEERS
701 DEXTER AVENUE NORTH SUITE 200
SEATTLE, WASHINGTON 98109 • (206) 284-0860

DATE: MAR 2017	SCALE: 1"=10'	DRAWN: JA	CHECKED: TLS	APPROVED: SJC
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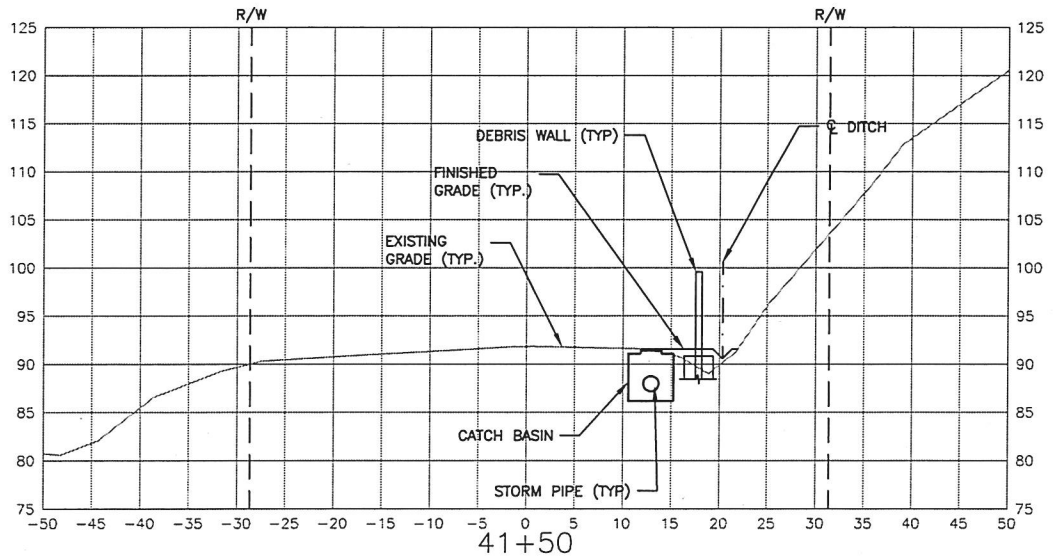
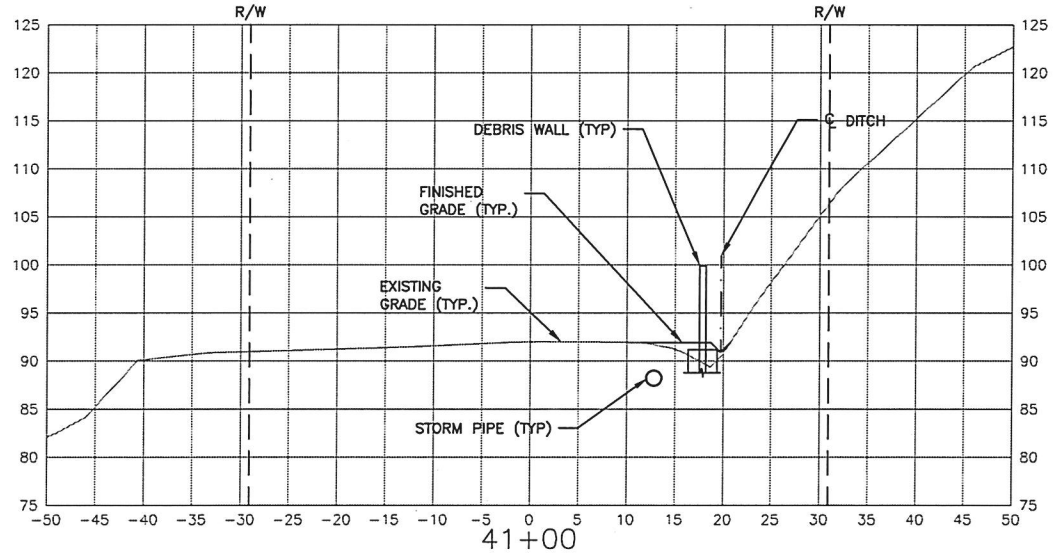
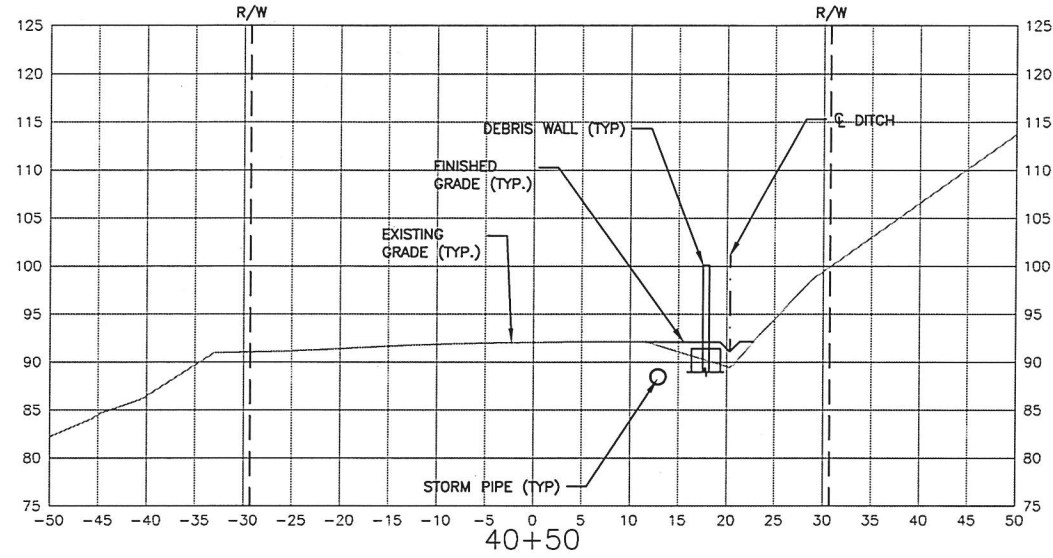
No.	REVISION	DATE	APPD



CITY OF EDGEWOOD
PIERCE COUNTY WASHINGTON
JOVITA BOULEVARD SLOPE
STABILIZATION
CROSS SECTIONS

SHEET: G-6	JOB NO.: 14590
OF: 26	DWG: CROSS SECTIONS

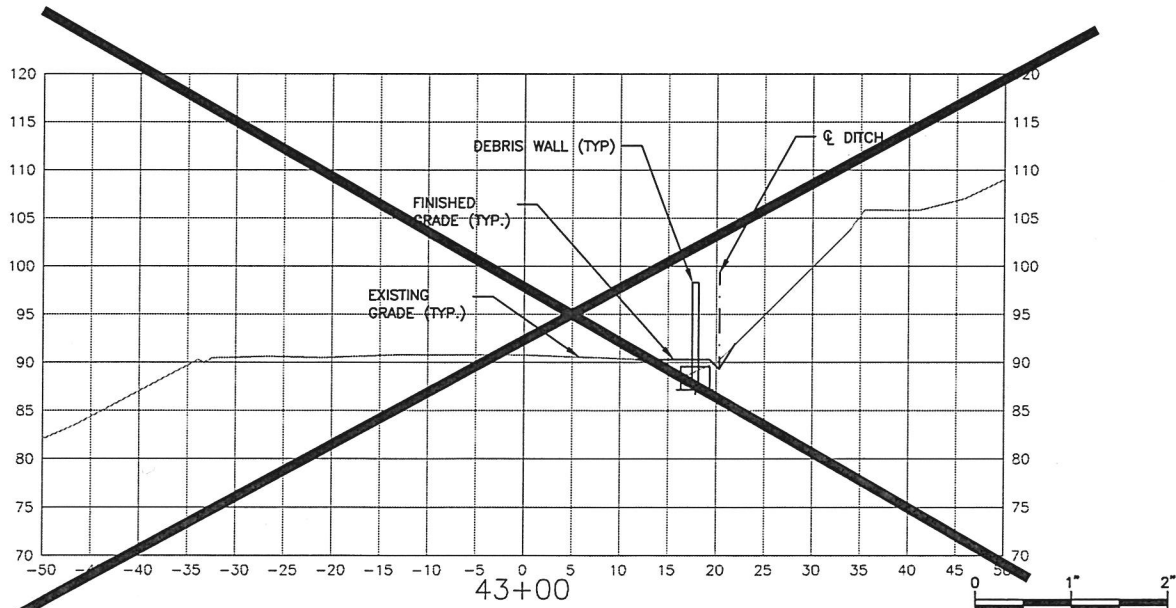
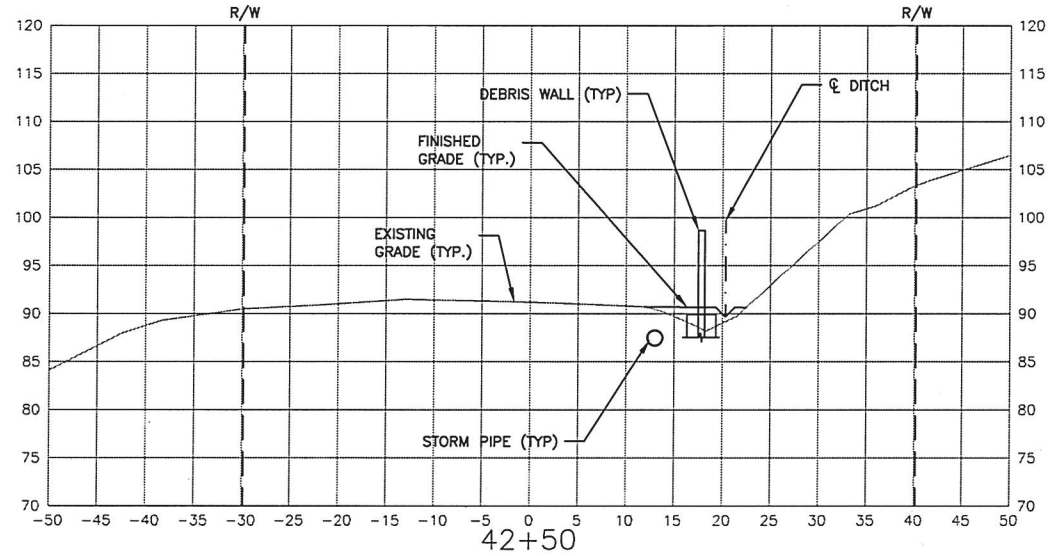
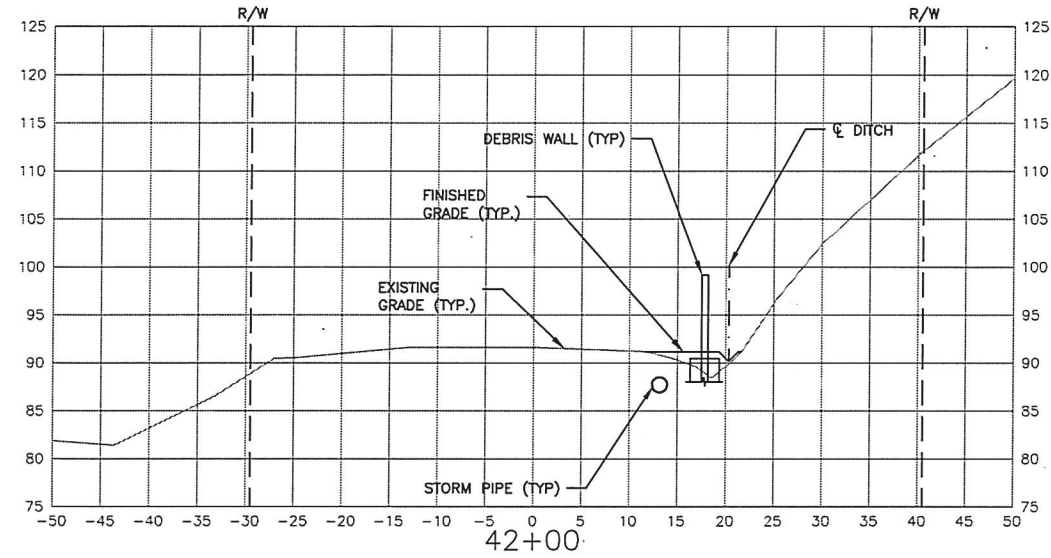
L:\EDGEWOOD\14590.00 JOVITA BLVD SLOPE STABILIZATION\03 CONSTRUCTION\RECORD DRAWINGS\CROSS SECTIONS.DWG



RECORD DRAWING
Based upon best available information
obtained during construction.
Date: MARCH, 2017
By: P.G.M.
Checked By: T.L.S.

10' 5' 0 10' 20'
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=5'

PIERCE COUNTY
FEDERAL AID NO.: STPUL-3290(010)
SECTION: 2 & 3, T20N, R04E W.M.



1" 2"
TWO INCHES AT FULL SCALE
IF NOT, SCALE ACCORDING



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701 DEXTER AVENUE NORTH SUITE 200
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DATE: MAR 2017
SCALE: 1"=10'
DRAWN: JA
CHECKED: T.L.S.
APPROVED: S.J.C.

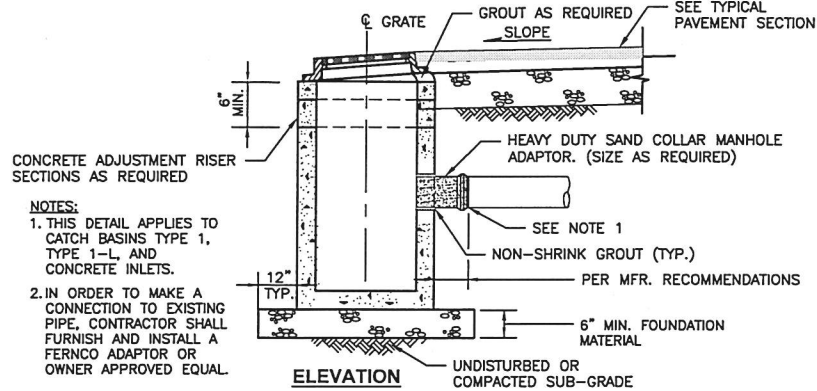
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REVISION	DATE	REVISION
No.	DATE	No.



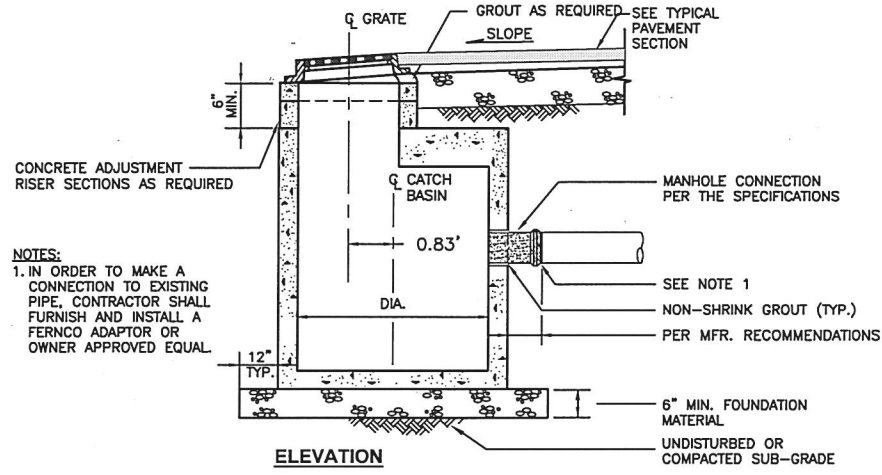
CITY OF EDGEWOOD
PIERCE COUNTY
WASHINGTON
JOVITA BOULEVARD SLOPE
STABILIZATION
CROSS SECTIONS

SHEET: **G-7**
OF: **26**

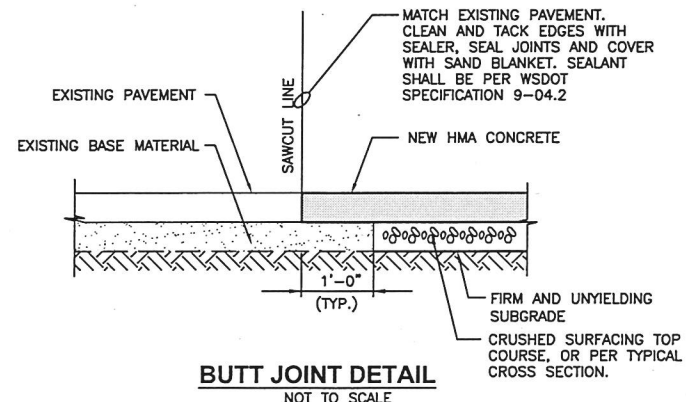
JOB NO.: 14590
DWG. CROSS SECTIONS
Page 15 of 16



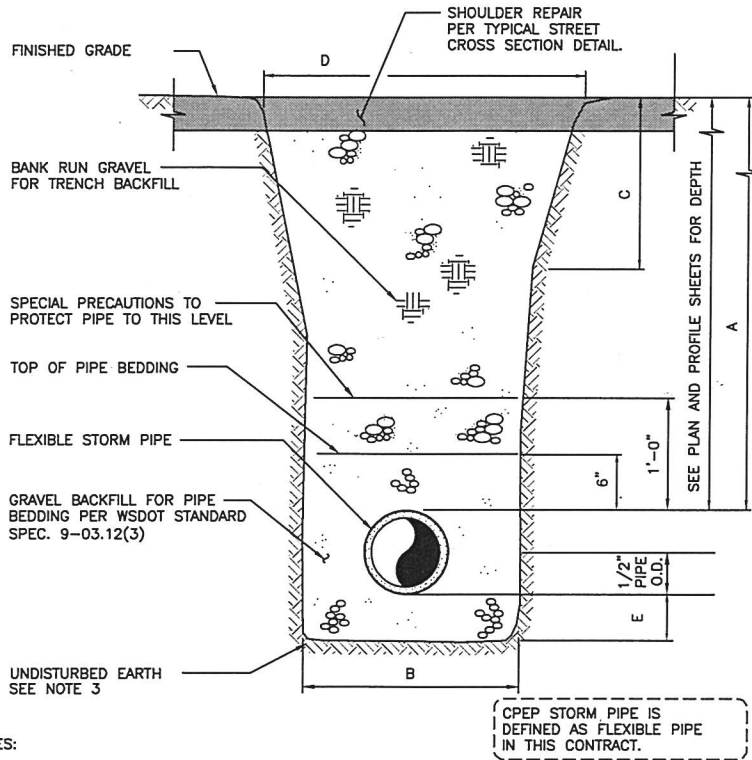
TYPICAL TYPE 1 CATCH BASIN INSTALLATION DETAIL
NOT TO SCALE



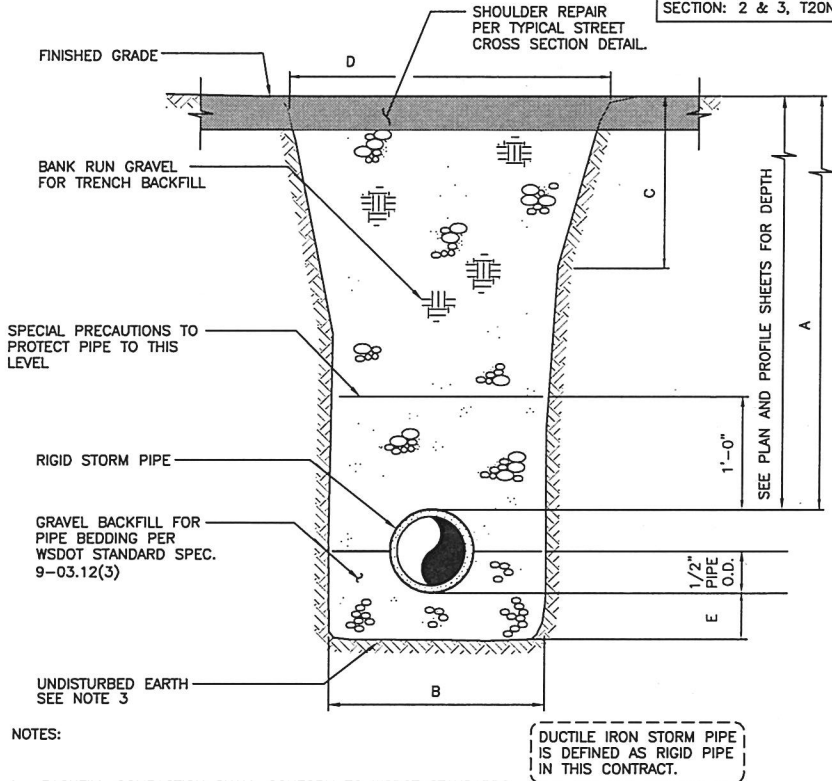
TYPICAL TYPE 2 CATCH BASIN INSTALLATION DETAIL
NOT TO SCALE



BUTT JOINT DETAIL
NOT TO SCALE



FLEXIBLE STORM PIPE TRENCH SECTION
NOT TO SCALE



RIGID STORM PIPE TRENCH SECTION
NOT TO SCALE

12" DIAMETER PIPE

A	6" OR LESS	8'	10'	12'	14'
B	3.0'		3.0'		
C	1.5'	1.5'	1.75'	2.25'	2.75'
D	6.0'	8.0'	8.5'	9.5'	10.5'
E			4"		

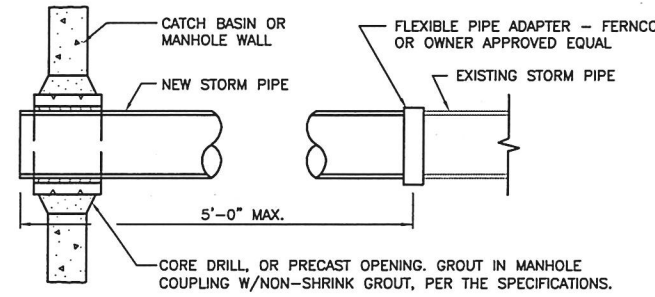
18" DIAMETER PIPE

A	6" OR LESS	8'	10'	12'	14'
B		3.75'			
C	1.5'	1.5'	1.75'	2.25'	2.75'
D	6.75'	6.75'	7.25'	8.25'	9.25'
E	7.75'	7.75'	8.25'	9.25'	10.25'

24" DIAMETER PIPE

A	6" OR LESS	8'	10'	12'	14'
B		4.50'			
C	1.5'	1.5'	1.75'	2.25'	2.75'
D	7.50'	7.50'	8.00'	9.00'	10.00'
E	8.50'	8.50'	9.00'	10.00'	11.00'

TRENCH SECTION PAYMENT LIMITS
NOT TO SCALE



CONNECTION OF EXISTING STORM DRAIN USING FLEXIBLE PIPE ADAPTER
NOT TO SCALE

RECORD DRAWING
Based upon best available information obtained during construction.
Date: MARCH, 2017
By: P.G.M.
Checked By: T.J.S.

0 1" 2"
TWO INCHES AT FULL SCALE
IF NOT, SCALE ACCORDING TO STUDY SECTION

L:\EDGEWOOD\14590.00 JOVITA BLVD SLOPE STABILIZATION\03 CONSTRUCTION\RECORD DRAWINGS\WALL PLAN-PROFILE.DWG

PIERCE COUNTY
FEDERAL AID NO.:STPUL-3290(010)
SECTION: 2 & 3, T20N, R04E W.M.

Gray & Osborne, Inc.
CONSULTING ENGINEERS
701 DEXTER AVENUE NORTH SUITE 200
SEATTLE, WASHINGTON 98109 • (206) 284-0860

DATE: MAR 2017
H: 1"=20'
SCALE: V: 1"=5'
DRAWN: JA
CHECKED: TLS
APPROVED: MJB

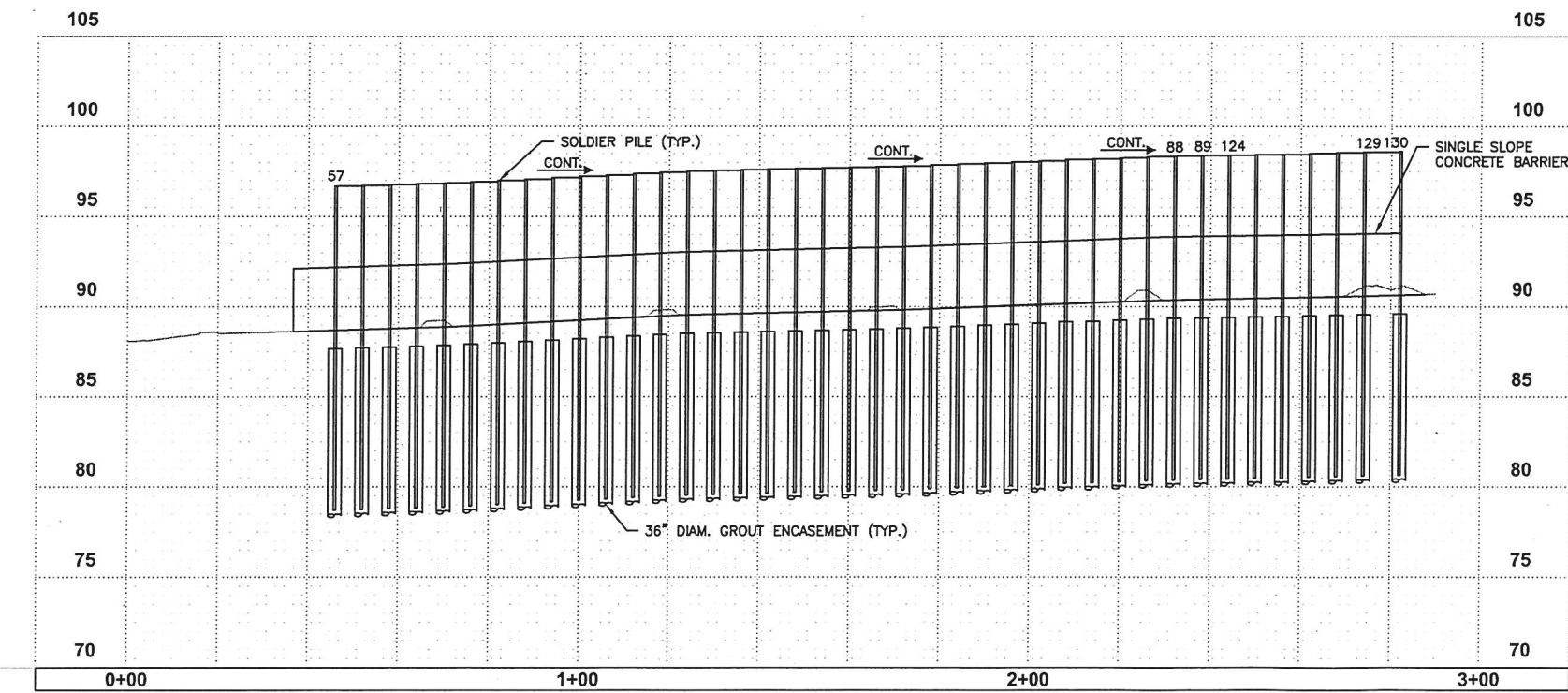
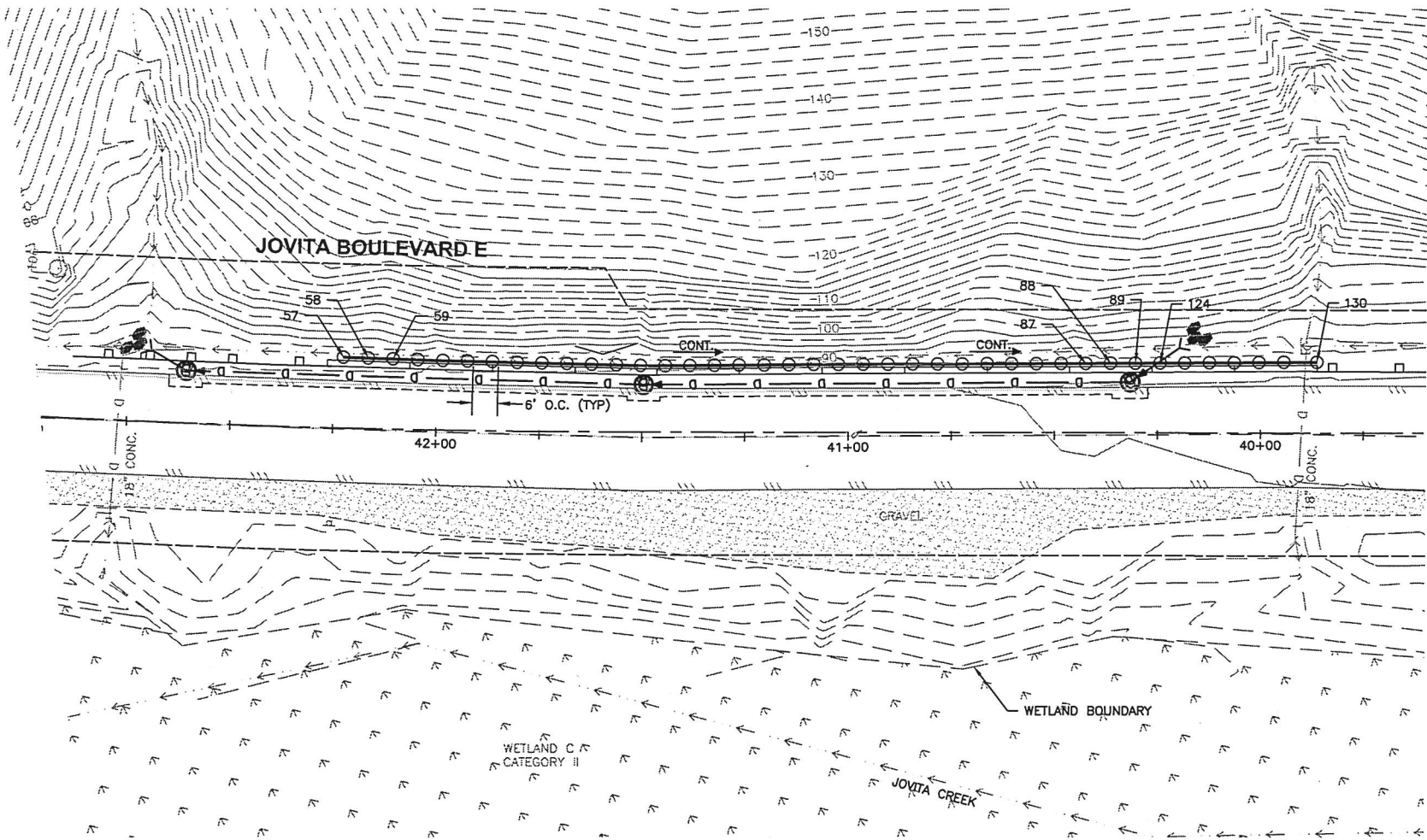
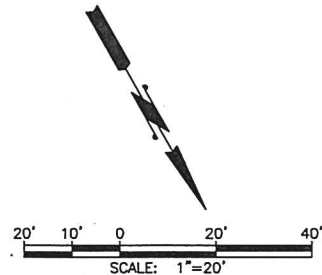
DATE	APPD
REVISION	
No.	



CITY OF EDGEWOOD
PIERCE COUNTY
JOVITA BOULEVARD SLOPE
STABILIZATION
WALL 2 PLAN-PROFILE

SHEET: S-2
OF: 26

JOB NO.: 14590
DWG NO.: 161
PLAN-PROFILE



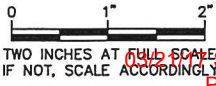
WALL 2 PROFILE
LOOKING AT FACE OF WALL

CENTER OF PILE			
PILE NO.	NORTHING	EASTING	ELEVATION
51	704756.5021	1202639.5747	90.56
52	704759.6578	1202633.4724	90.61
53	704762.8439	1202628.3883	90.66
54	704766.0170	1202623.2961	90.72
55	704769.1902	1202618.2038	90.76
56	704772.3634	1202613.1115	90.82
57	704775.5365	1202608.0193	90.87
58	704778.7097	1202602.9270	90.93
59	704781.8828	1202597.8348	90.99
60	704785.0560	1202592.7425	91.05
61	704788.2255	1202587.6480	91.11
62	704791.3575	1202582.5303	91.16
63	704794.4894	1202577.4126	91.19
64	704797.6214	1202572.2949	91.24
65	704800.7534	1202567.1773	91.28
66	704803.8854	1202562.0596	91.33
67	704807.0173	1202556.9419	91.38
68	704810.1493	1202551.8242	91.46
69	704813.2813	1202546.7065	91.51
70	704816.3008	1202541.5225	91.55
71	704819.2598	1202536.3029	91.58
72	704822.2188	1202531.0833	91.59
73	704825.1778	1202525.8637	91.63
74	704828.1368	1202520.6441	91.67
75	704831.0958	1202515.4245	91.71
76	704834.0548	1202510.2049	91.76
77	704837.0138	1202504.9853	91.80
78	704839.9767	1202499.7679	91.83
79	704842.9590	1202494.5616	91.86
80	704845.9413	1202489.3553	91.87
81	704848.9236	1202484.1489	91.89
82	704851.9060	1202478.9426	91.91
83	704854.8883	1202473.7363	91.94
84	704857.8706	1202468.5299	91.96
85	704860.8529	1202463.3236	91.99
86	704863.8352	1202458.1173	92.02
87	704866.8122	1202452.9079	92.04
88	704869.7788	1202447.6927	92.07
89	704872.7455	1202442.4774	92.10
124	704875.7121	1202437.2622	92.13
125	704878.6788	1202432.0469	92.14
126	704881.6455	1202426.8316	92.17
127	704884.6121	1202421.6164	92.20
128	704887.5788	1202416.4011	92.23
129	704890.5454	1202411.1858	92.27
130	704894.5010	1202404.2322	92.34

RECORD DRAWING
Based upon best available information
obtained during construction.
Date: MARCH, 2017
By: P.G.M.
Checked By: T.L.S.

WALL 2 PILE TABLE

* SEE REFERENCE FINISH GRADE ON SOIL
CATCHMENT WALL DETAIL ON SHEET S-4



L:\EDGEWOOD\14590.00 JOVITA BLVD SLOPE STABILIZATION\03 CONSTRUCTION\RECORD DRAWINGS\STRUCTURE-DET.DWG

PIERCE COUNTY
FEDERAL AID NO.: STPUL-3290(010)
SECTION: 2 & 3, T20N, R04E W.M.

Gray & Osborne, Inc.
CONSULTING ENGINEERS
701 DEXTER AVENUE NORTH SUITE 200
SEATTLE, WASHINGTON 98109 • (206) 284-0860

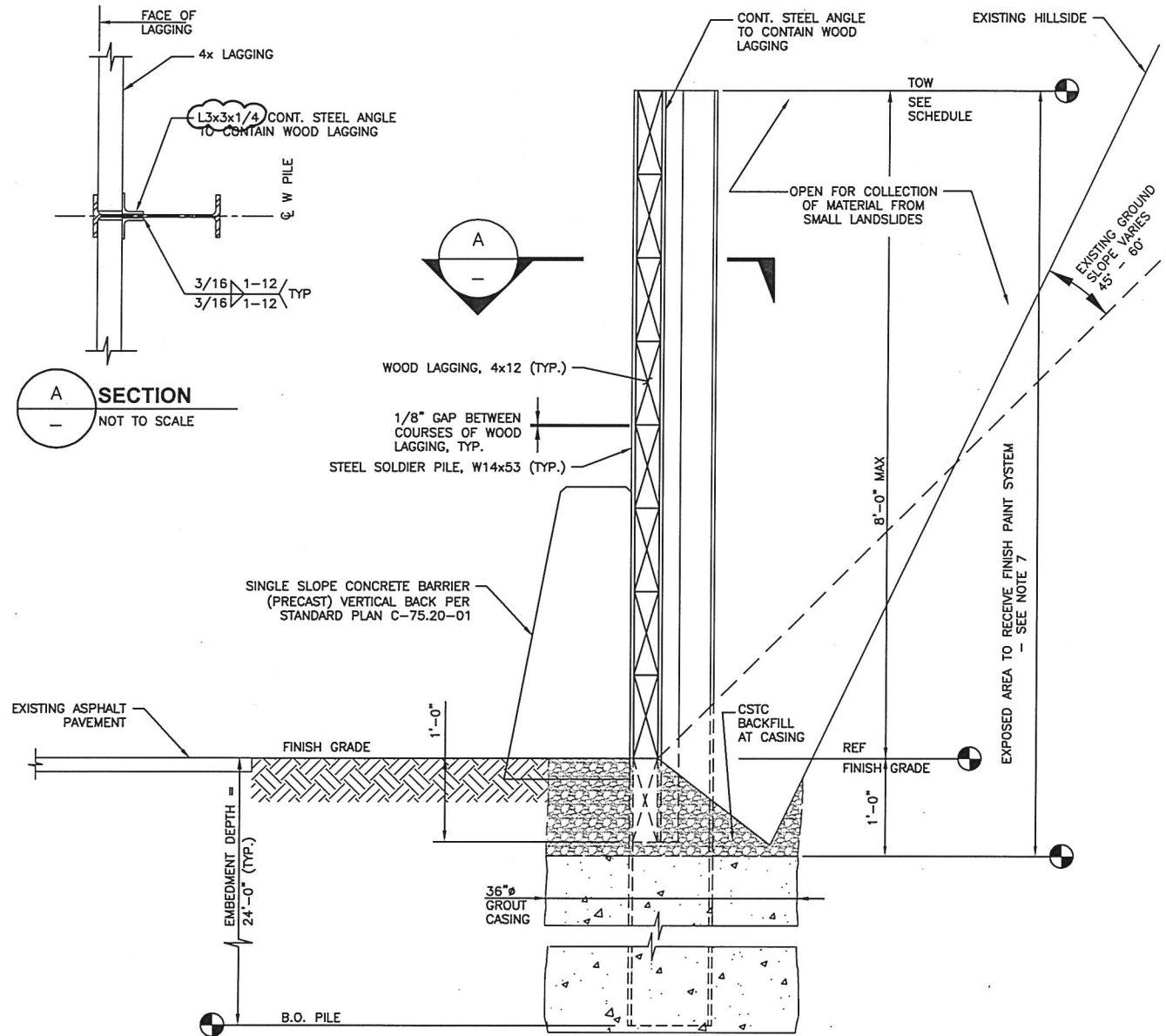
DATE: MAR 2017	SCALE: NOTED	DRAWN: MAN	CHECKED: MJB	APPROVED: MJB
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REVISION	DATE	APPD



CITY OF EDGEWOOD
PIERCE COUNTY
JOVITA BOULEVARD SLOPE
STABILIZATION
WALL DETAILS

SHEET: **S-4**
OF: **26**



NOTES:

1. SET SOLDIER PILES IN PRE-DRILLED CONCRETE GROUT CASING. CHIP & REMOVE CONCRETE ENCASEMENT AS REQUIRED DURING PLACEMENT OF LAGGING.
2. LAGGING SHALL BE INSTALLED AS THE EXCAVATION PROCEEDS AND NO MORE THAN 4 FEET (MEASURED VERTICALLY) OF UNSUPPORTED EXCAVATION SHALL BE EXPOSED AT ONE TIME.
3. SOLDIER PILES: ASTM A992, Fy=50 KSI.
4. WOOD LAGGING SHALL BE DOUGLAS FIR-LARCH STRUCTURAL NO. 2 OR BETTER, PRESSURE TREATED.
5. PILES SPACED AT 6'-0" ON CENTER UNLESS OTHERWISE NOTED.
6. CONCRETE BARRIER REQUIRED FOR CLEAR ZONE. LOCATION AND SHOULDER WIDTH VARIES.
7. PILES SHALL BE PREPARED AND SHOP PAINTED WITH ONE COAT OF INORGANIC ZINC PRIMER. PROVIDE FINISH PAINT OVER THE EXTENTS SHOWN. PAINT SHALL BE FOUR-COAT SYSTEM PER WSDOT STANDARD SPECIFICATION 6-07.3(9).

**SOLDIER PILE (TIMBER LAGGING)
SOIL CATCHMENT WALL DETAIL**
NOT TO SCALE

RECORD DRAWING

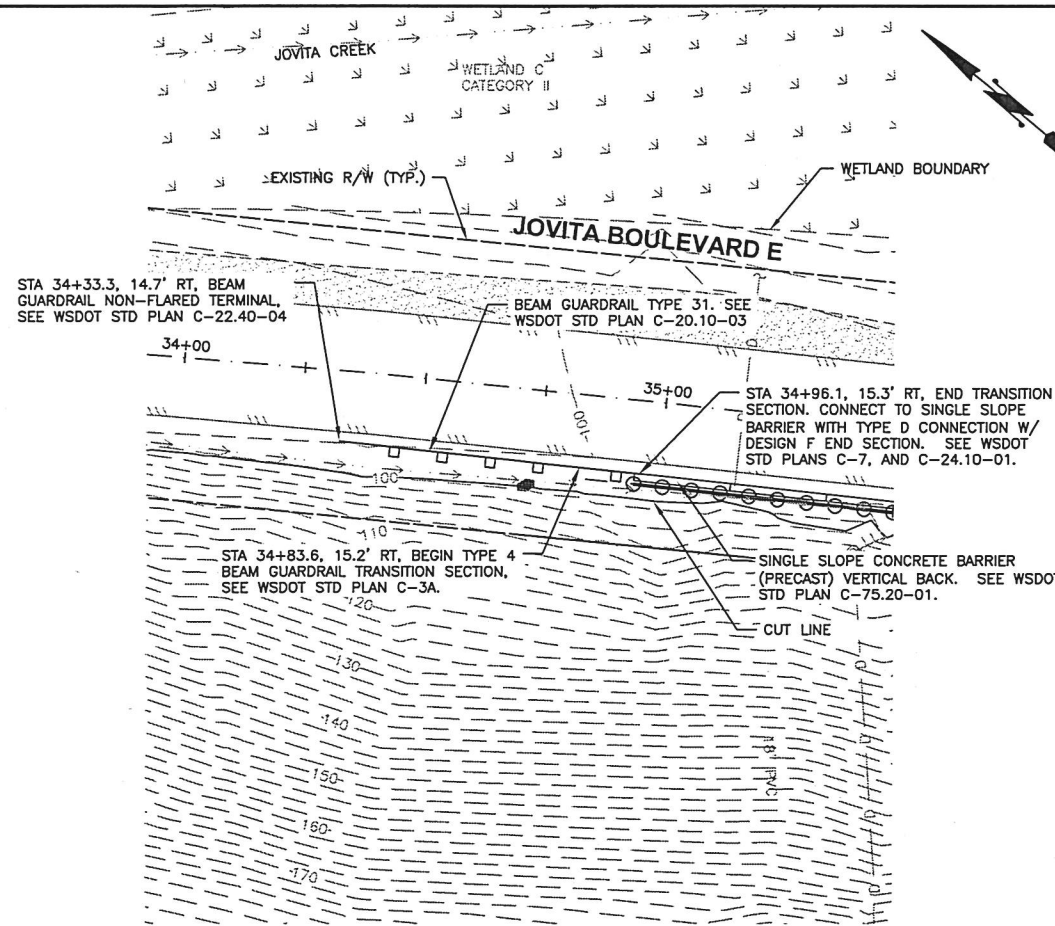
Based upon best available information
obtained during construction.
Date: MARCH 2017
By: P.G.M.
Checked By: T.L.S.

0 1" 2"

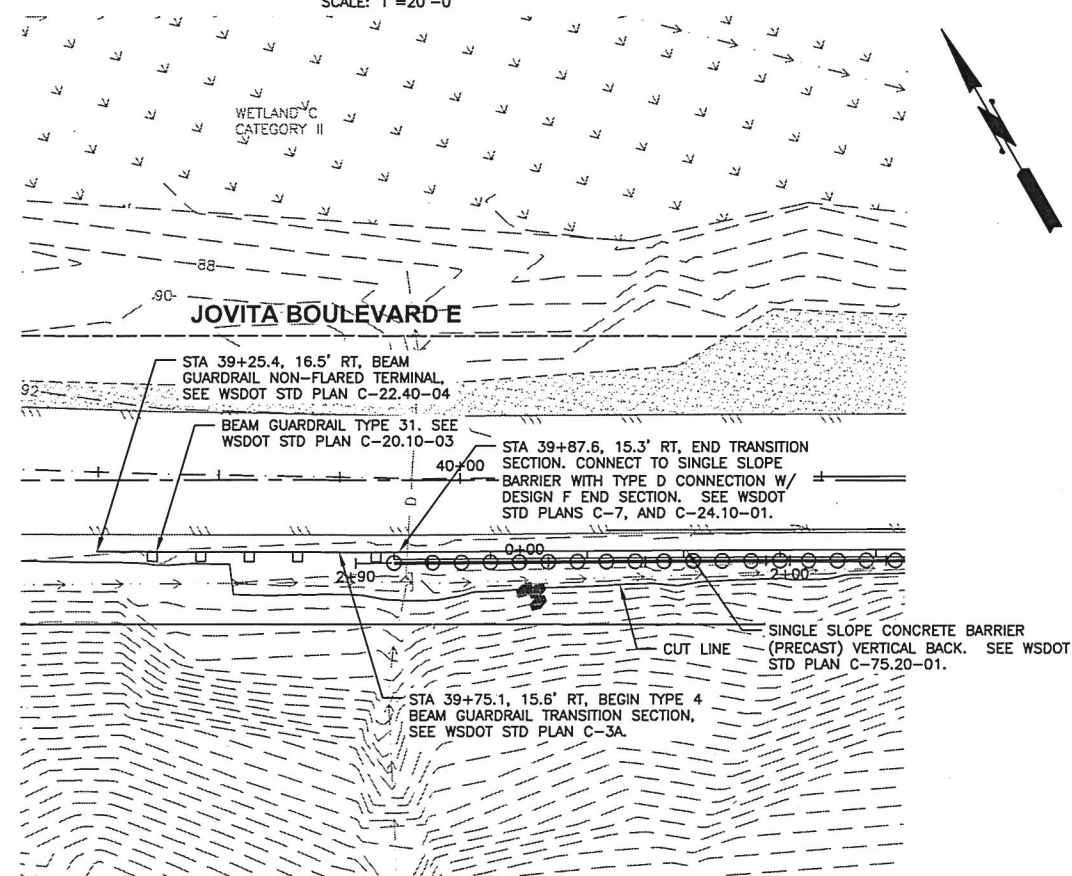
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IF NOT, SCALE ACCORDINGLY

JOB NO. 14590
DWG. STRUCTURE-DET

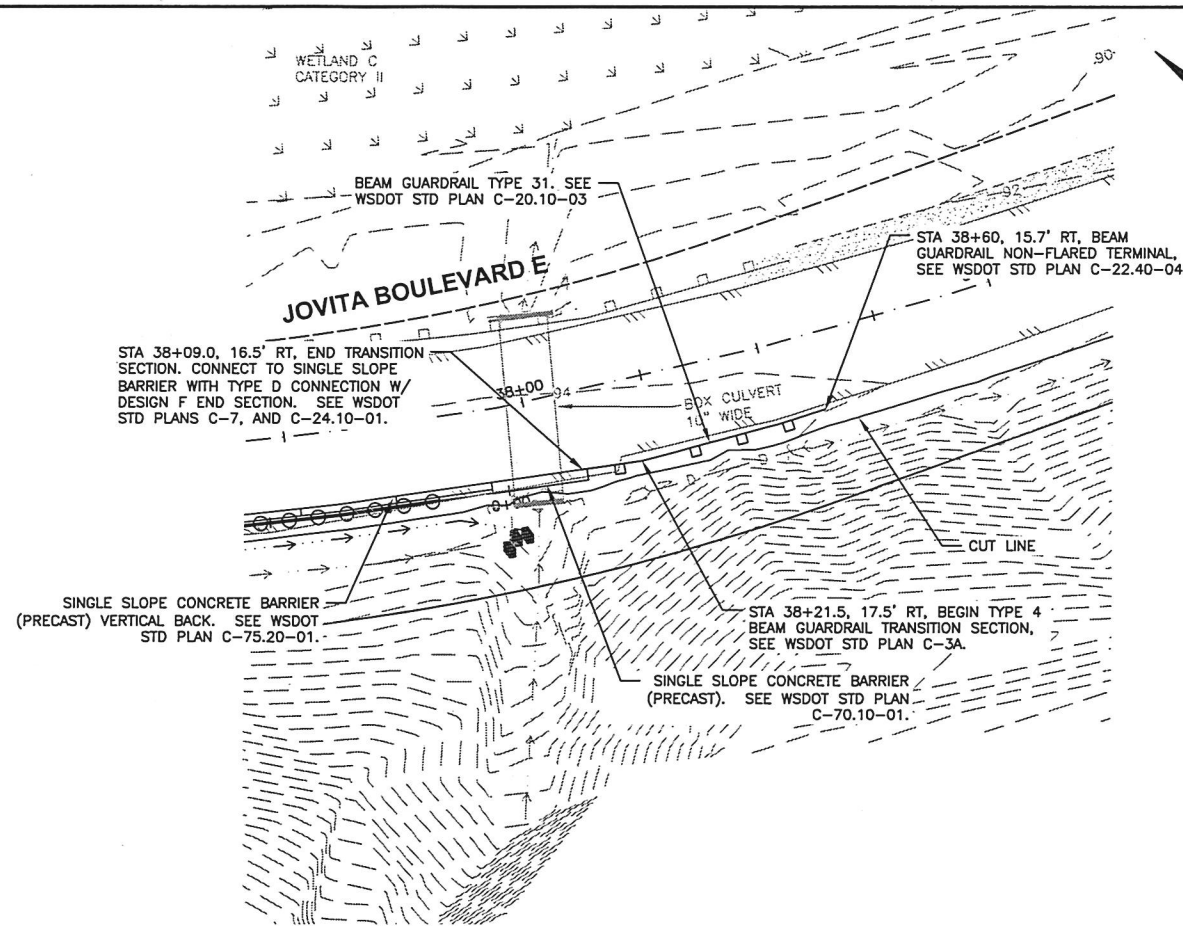
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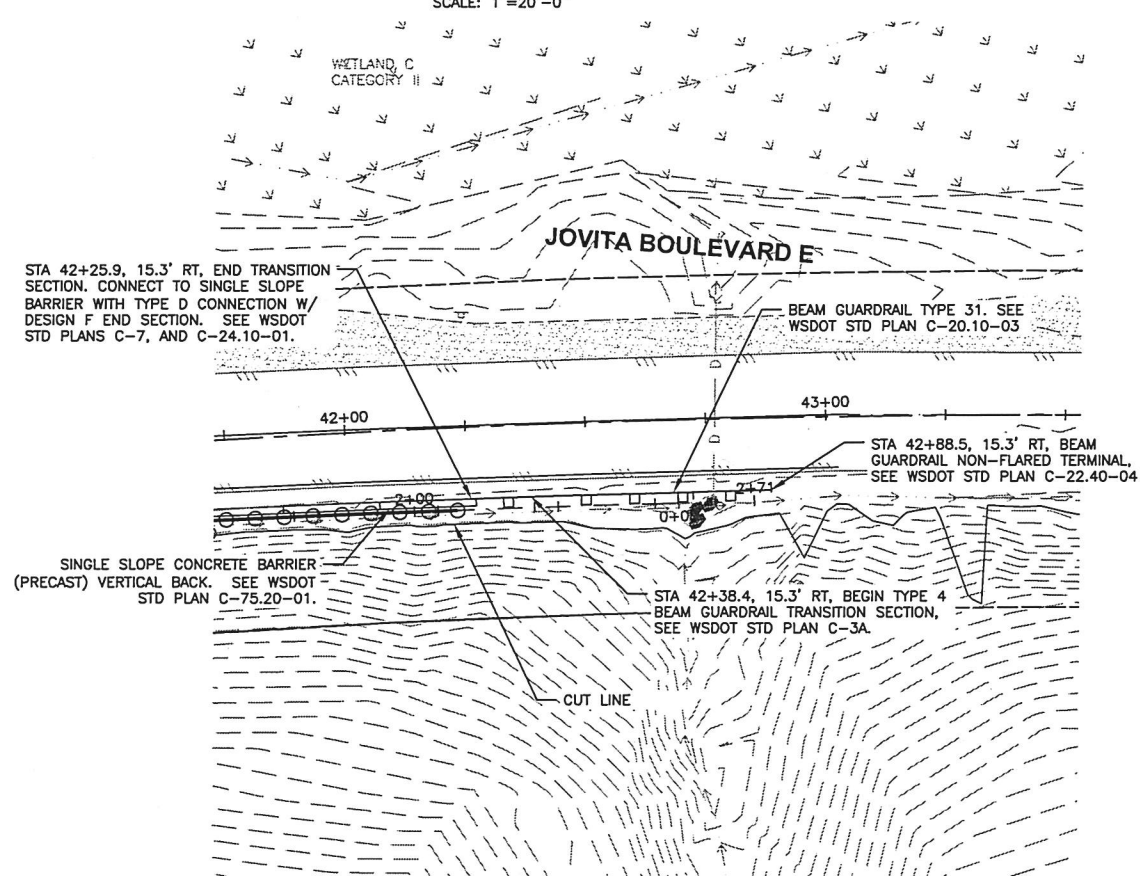
PLAN
SCALE: 1"=20'-0"



PLAN
SCALE: 1"=20'-0"



PLAN
SCALE: 1"=20'-0"



PLAN
SCALE: 1"=20'-0"

PIERCE COUNTY
FEDERAL AID NO.: STPUL-3290(010)
SECTION: 2 & 3, T20N, R04E W.M.

20' 10' 0 20' 40'
SCALE: 1"=20'

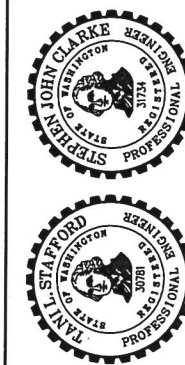
RECORD DRAWING
Based upon best available information
obtained during construction.
Date: MARCH, 2017
By: P.G.M.
Checked By: T.L.S.

0 1" 2"
TWO INCHES AT FULL SCALE. STUDY SECTION
IF NOT, SCALE ACCORDINGLY

Gray & Osborne, Inc.
CONSULTING ENGINEERS
701 DEXTER AVENUE NORTH, SUITE 200
SEATTLE, WASHINGTON 98108 • (206) 284-0860

DATE: MAR 2017	SCALE: 1"=20'	DRAWN: JA	CHECKED: T.L.S.	APPROVED: S/C
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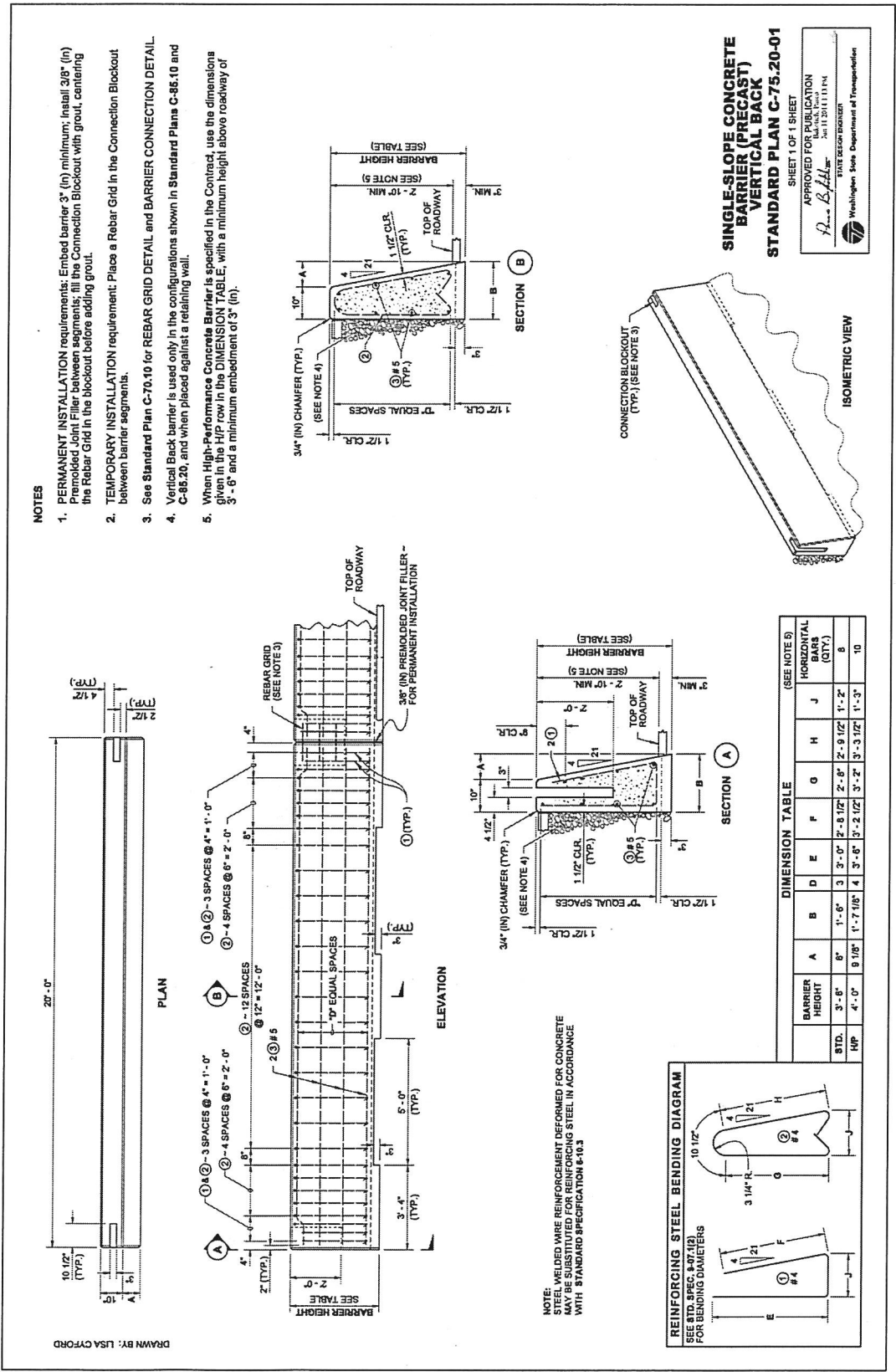
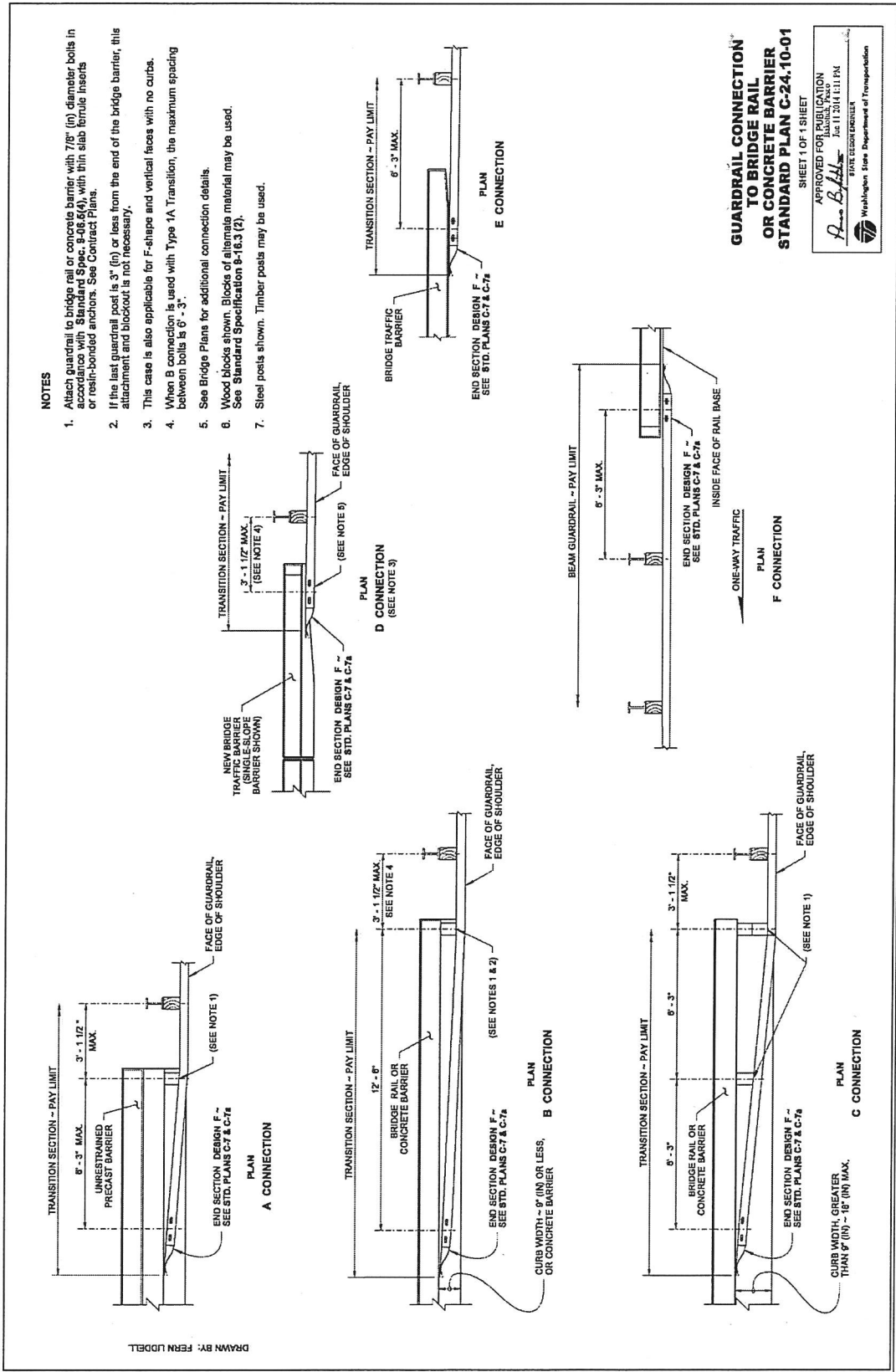
DATE	APPD
REVISION	No.



CITY OF EDGEWOOD
PIERCE COUNTY
JOVITA BOULEVARD SLOPE
STABILIZATION
BARRIER PLANS

SHEET: RD-1
OF: 26

14590
BARRIER PLAN
Page 16 of 17



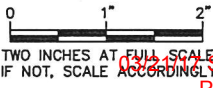
RECORD DRAWING

Based upon best available information obtained during construction.

Date: MARCH, 2017

By: P.G.M.

Checked By: T.L.S.



TWO INCHES AT FULL SCALE
IF NOT, SCALE ACCORDINGLY

CITY OF EDGEWOOD
PIERCE COUNTY
JOVITA BOULEVARD SLOPE
STABILIZATION

BARRIER DETAILS



DATE: MAR 2017
SCALE: NOTED
DRAWN: MAN
CHECKED: MJB
APPROVED: SJC

No.	REVISION	DATE	APPD

Gray & Osborne, Inc.
CONSULTING ENGINEERS
701 DEXTER AVENUE NORTH SUITE 200
SEATTLE, WASHINGTON 98109 • (206) 284-0860

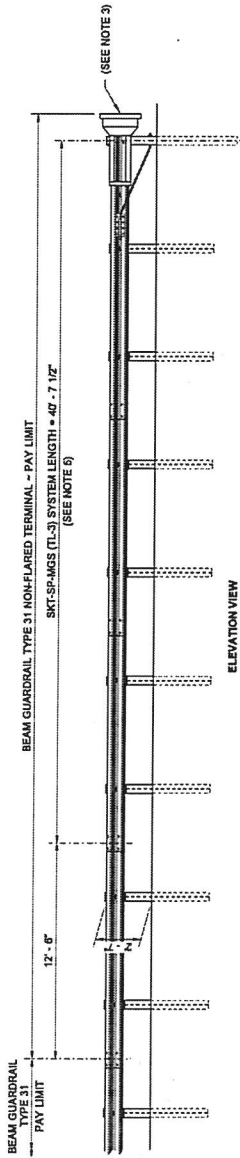
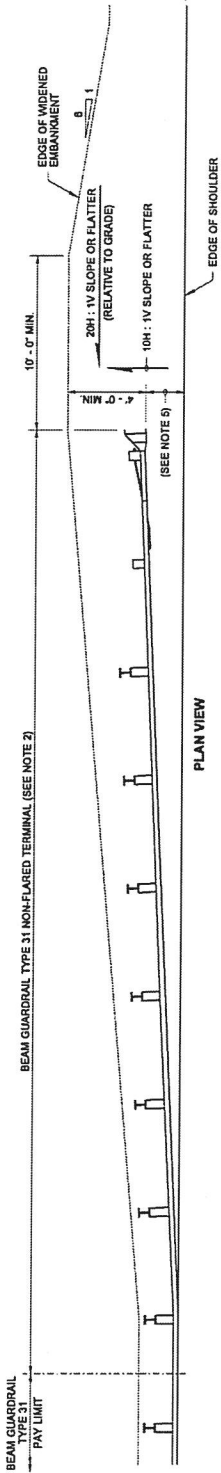
SHEET: **RD-2**
OF: **26**

JOB NO.: 14590
DWG NO.: BARRIER-DET

DRAWN BY: COLBY FLETCHER

NOTES

- This terminal is FHWA accepted at Test Level Three (TL-3) and may be used for all posted speeds.
- An SKT-SP-MGS (TL-3) as manufactured by Road Systems, Inc. shall be installed according to manufacturer's recommendations.
- A reflectorized object marker shall be installed according to manufacturer's recommendations.
- When snow load post washers and snow load rail washers are required by the Contract, the snow load rail washers shall not be installed within the terminal limits.
- Terminal shall be installed at a widening, ensuring the end piece is entirely off the shoulder. While this terminal does not require an offset at the end, a flare is recommended. A maximum flare of 25 : 1 or flatter over the length of the terminal is allowed for the SKT-SP-MGS (TL-3), with a maximum offset of 24" (in) over 50' (ft).
- For terminal details, see WSDOT approved manufacturer's drawings.



BEAM GUARDRAIL TYPE 31
NON-FLARED TERMINAL STEEL
POSTS (ALL POSTED SPEEDS)
STANDARD PLAN C-22.40-04

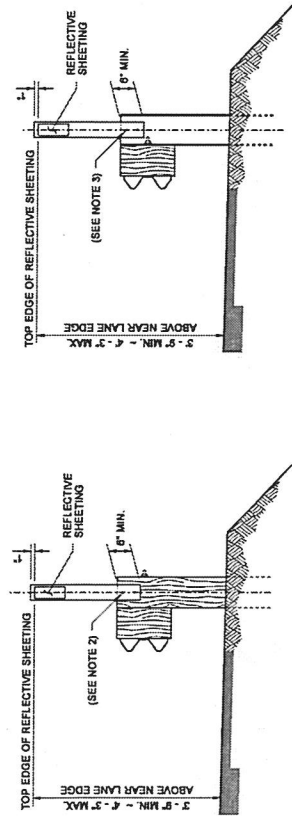
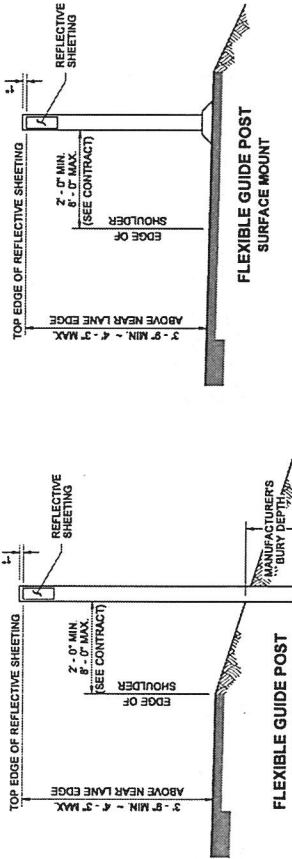
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
DATE: 11/20/17 10 PM
STATE DESIGN ENGINEER
Washington State Department of Transportation

DRAWN BY: LISA CYPFORD

NOTES

- When the Contract Plans requires a guide post with concurrent guardrail runs, the Contractor shall either:
 - Drive the flexible guide post in line with the guardrail posts, or
 - Mount the shorter flexible guide post onto the guardrail post.
- Guide posts shall be fastened to the wooden guardrail post using two 2" (in) x 3/8" (in) lag screws with washers, along cantaliffe of post. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- Guide posts shall be fastened to the abed guardrail posts using two galvanized 2" (in) x 3/8" (in) rods with on both sides, a lock washer, and nut. The nut shall be tightened to properly compress the rod. The rod shall be galvanized and shall be galvanized with galvalizing repair paint as described in Standard Specification Section 8-14.21.8. Also acceptable is any approved attachment method submitted by the guide post manufacturer.
- When concrete barrier runs concurrent, the Contractor shall mount Barrier Delineators where guide posts are required.



FLEXIBLE GUIDE POST
GUARDRAIL MOUNT
(USE FOR WOODEN GUARDRAIL POSTS)

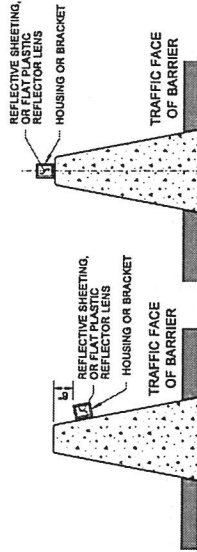
FLEXIBLE GUIDE POST
GUARDRAIL MOUNT
(USE FOR STEEL GUARDRAIL POSTS)

BARRIER DELINEATOR REQUIREMENTS

- Spacing of Barrier Delineators shall be as shown in the Plans.
- The housing or bracket can be flexible or rigid, molded from a durable plastic or other durable material approved by the Engineer, and shall be attached to the barrier with an adhesive recommended by the manufacturer. The attachment point on the barrier surface shall be free of dirt, curing compound, moisture, paint, or any other matter that would adversely affect the adhesive bond.
- Barrier Delineators shall be one-sided for single direction traffic, or two-sided for bi-directional traffic.
- Color shall be white on the right of traffic, and yellow on the left of traffic.
- The reflective surface shall be rectangular or trapezoidal.
- Reflective Sheeting: 12 square inches minimum surface area, Type III, IV, V, or VI, selected from approved materials listed in the Qualified Products List.
- Plastic Reflector: 8 square inches minimum surface area; acrylic or polycarbonate conforming to AASHTO M 280. Reflectors shall equal or exceed the following minimum values of specific intensity:

OBSERVATION ANGLE	ENTRANCE ANGLE	SPECIFIC INTENSITY (cd/ft²)		
		WHITE	YELLOW	RED
0.1°	0°	128	75	30
0.1°	20°	50	30	30

GUIDE POST TYPE DEFINITIONS - REFLECTIVE SHEETING APPLICATIONS				
TYPE W	TYPE WW	TYPE Y	TYPE YY	



GUIDE POSTS AND
BARRIER DELINEATORS
STANDARD PLAN M-40.10-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
DATE: 11/20/17 10 PM
STATE DESIGN ENGINEER
Washington State Department of Transportation

0 1" 2"
TWO INCHES AT FULL SCALE
IF NOT, SCALE ACCORDINGLY

RECORD DRAWING

Based upon best available information obtained during construction.

Date: MARCH, 2017

By: P.G.M.

Checked By: T.L.S.

CITY OF EDGEWOOD
PIERCE COUNTY
JOVITA BOULEVARD SLOPE
STABILIZATION



DATE: MAR 2017
SCALE: NOTED
DRAWN: MAN
CHECKED: MJB
APPROVED: SJC

SHEET: RD-3
OF: 26

JOB NO: 14590
DWG: BARRIER-DET

BARRIER DETAILS

Gray & Osborne, Inc.
CONSULTING ENGINEERS
701 DEXTER AVENUE NORTH SUITE 200
SEATTLE, WASHINGTON 98109 • (206) 284-0860



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: TC, C, MUR Code Updates

Date: March 21, 2017

Title: EMC 18.80.080, TC, C, MUR Code Updates

Attachments: DRAFT Ordinance

Submitted By: Kevin Stender, Community Development Director

Approved For Agenda By: Daryl Eiding, Mayor

Discussion: The City Council began discussion with Staff regarding the development regulations that govern the Town Center zone in early spring of 2015 after concern was raised by Council regarding low- density multifamily housing and not the desired mix of housing and commercial or “mixed use development” that Council desires and is supported by the Comprehensive Plan. Since that time the Planning Commission has been tasked with finding solution(s) to this issue. Beginning in 2015 with help from 3-Square Blocks and Community Attributes Inc. (CAI) the Planning Commission was able to use our Consultant’s expertise in helping to guide appropriate changes to meet the intent of the Comprehensive Plan while not requiring too much commercial given our commercial absorption estimates of approximately 50,000 square feet of retail space from our Market Analysis prepared by CAI.

With the direction and help of our consultant team, City Staff prepared DRAFT code changes for the Planning Commission to review and modify accordingly based on their comments and limited comments from the general public. Following the March 6, 2017 planning commission meeting, the Planning Commission asked that the code changes be brought to a Public Hearing. The planning commission conducted a Public Hearing on March 20, 2017 and after that hearing made a recommendation on proposed code changes. That DRAFT is in Ordinance format to review, discuss and modify as you see necessary.

Recommendation: The Interim Code amendment in place at this time expires on April 20, 2017. Staff requests that the Council move this forward for 1st reading at the March 28, 2017 Regular Council meeting, continue discussion on code changes if necessary at the April 4, 2017 Council Study Session, hold their own Public Hearing on the subject at the April 11, 2017 Regular Council meeting and place the item on the agenda for 2nd reading and potential adoption at that meeting.

Fiscal Impact: None known at this time.

ORDINANCE NO. 17-XXXX

**AN ORDINANCE OF THE CITY OF EDGEWOOD, WASHINGTON,
RELATING TO COMMERCIAL AND MIXED USE DEVELOPMENT
AMENDING SECTION 18.80.080 OF THE EDGEWOOD MUNICIPAL
CODE, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the Edgewood Municipal Code (EMC) Title 18 – Development Standards, regulates development standards in the City of Edgewood; and

WHEREAS, the Edgewood City Council has held numerous discussions during regularly scheduled Council meetings starting in March 2015 regarding the Comprehensive Plan, mixed use development, and the City’s development regulations pertaining to the Meridian Corridor and Town Center, Commercial, and Mixed Use Residential zoning districts; and

WHEREAS, the Edgewood City Council approved a scope of work and authorized City Staff to work with 3 Square Blocks, a consulting firm, to further review regulatory options for the Town Center zone; and

WHEREAS, the Planning Commission held numerous meetings reviewing the results from reports generated by 3 Square Blocks and Community Attributes Inc, discussing various methods to preserve commercial development opportunities in the Town Center as well as Commercial and Mixed Use Residential zoning districts; and

WHEREAS, the Edgewood City Council and Planning Commission conducted a joint special meeting on September 21, 2015 to further review the regulatory options, concerns and potential changes to the City’s development regulations; and

WHEREAS, the Edgewood City Council enacted Ordinance No. 15-0450, adopting interim Chapter 18.80 EMC code amendments for a duration of 6 months, with an effective date of November 3, 2015 sunset date of May 3, 2016; and

WHEREAS, to allow additional study potential TC, C, and MUR zoning code changes, the Edgewood City Council enacted two extensions of the interim chapter (via Ordinance No. 16-0460 and Ordinance No. 16-0479) that sunset on April 20, 2017; and

WHEREAS, the Edgewood City Council approved a scope of work and authorized City Staff to work with Community Attributes Inc. (CAI) to help determine retail opportunities in the City given current trends and to determine what code changes may be appropriate given the findings; and

WHEREAS, as a result of the City’s efforts, numerous Council and Planning Commission meetings the public has had opportunity to participate in the review process and all persons desiring to comment during these scheduled meetings were given a full and complete opportunity to be heard; and

WHEREAS, the Planning Commission reviewed a draft code amendment to Section 18.80.080 - Town Center, Commercial, Mixed Use Residential and Business Park zoning districts at the February 27th and March 6, 2017 regular Planning Commission meetings; and

WHEREAS, a State Environmental Policy Act (SEPA) checklist was prepared and a Determination of Nonsignificance (DNS) was issued, a legal notice was published in the City's official newspaper on March 4, 2017, and no appeals were filed; and

WHEREAS, the Washington State Department of Commerce granted expedited review of the proposed changes on March 13, 2017; and

WHEREAS, on March 20, 2017, the Planning Commission held a public hearing to receive public comments on the proposed changes to the Town Center, Commercial, Mixed Use Residential and Business Park zoning districts code; and

WHEREAS, the Planning Commission unanimously recommended changes to EMC 18.80.080 following the public hearing during regular commission business; and

WHEREAS, the City Council reviewed the Planning Commission's recommendation at the March 21, 2018 Study Session; and

WHEREAS, the City Council unanimously moved the DRAFT ordinance through first reading at the March 28, 2017 regular council meeting; and

WHEREAS, the City Council reviewed the Ordinance and discussed the upcoming public hearing regarding the DRAFT ordinance at the April 4, 2017 Council Study Session; and

WHEREAS, on April 11, 2017, the City Council held a public hearing to receive public comments on the proposed changes to the Town Center, Commercial, Mixed Use Residential and Business Park zoning districts code; and

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

Section 1. Findings. The recitals above are hereby adopted as legislative findings in support of this ordinance. The City Council further adopts by reference previously held study session staff reports of September 29, 2015, March 15, 2016, April 5, 2016, August 30, 2016, January 29, 2017, March 21, 2017, April 4, 2017 as well as Council regular sessions on October 27, 2015, April 12, 2016, March 28, 2017 and April 11, 2017 as well as the Planning Commission recommendations of March 20, 2017 and the included agenda bill as additional findings.

Section 2. EMC 18.80.080 of the Edgewood Municipal Code is hereby amended to provide in its entirety as follows:

Table 1: Permitted Use Table

	TC	C	MUR	BP
Use Categories				
Residential (1)				
Dwelling Unit, Accessory	NP	NP	P (1a)	NP
Dwelling Unit, Single-Family Attached	NP	C	P	NP
Dwelling Unit, Single-Family Detached or Cottage Housing	NP	NP	P	NP
Dwelling Unit, Multifamily	P	P	P	C (1c)
Senior Citizen Assisted Housing	P	P	P	C (1c)
Commercial (2)				
Day Care Center or Home	P	P	P	P
Drive-Through Use	C	P	P	P
Gambling and Card Rooms	NP	P	NP	NP
Home Business	P	P	P	NP
Personal and Beauty Services	P	P	P	P
Professional Office	P	P	P	P
Retail Trade and Services – less than 50,000 sq. ft. for all structures (5)	P (4)	P	P (3)(4)	P (3)
Retail Trade and Services – over 50,000 sq. ft. for all structures	C (4)	P	NP	C
Storage/Self-Storage	NP	P (11)	C (11)	P
Temporary Lodging, Hotel, Motel and Bed and Breakfast	P	P	C	C
Recreation/Cultural				
Cinema, Performing Arts and Museums	P	P	P	NP
Group Assembly/Meeting Hall	P	P	C	P
Private Recreation, Indoor or Outdoor	C	P	P	P
Religious	C	P	C	P

	TC	C	MUR	BP
Health Services				
Hospital or Emergency Care Facility	C	C	NP	C
Medical Office/Outpatient Clinic	P	P	P	P
Nursing and Personal Care Facility	C	P	C	P
Group Home – Type I (1b)	P	P	P	NP
Group Home – Type II and III (1b)	NP	C	NP	NP
Agriculture (5)				
Animal or Crop Processing	NP	NP	NP	C
Family Farm	C	P	P	P
Industrial/Manufacturing (6)				
Light Industrial and Light Manufacturing	NP	C (7)	C (7)	P (7)
Heavy Industrial and Heavy Manufacturing	NP	NP	NP	NP
Civic and Other (8)				
Administrative Government Facilities	P	P	P	P
Essential Public Facilities	NP	P	C	P
Major Utility Facility	NP	C	C	C
Minor Utility Facility	P (9)	P	P	P
Public Park	P	P	P	P
Schools: Compulsory, Vocational and Higher Education	P	P	P	P
Wireless Communication Facilities (10)	C	C	C	C

1. Permit Use Conditions. (Use notes from Table 1 above.)

(1) Residential uses subject to the requirements of EMC Title [16](#), Subdivisions.

a. Accessory unit is only allowed in association with a single-family detached unit.

b. Subject to the provisions of EMC [18.70.050](#)(D), (E) or (F).

c. Provided that multifamily use in BP zone is subject to the development standards contained in Chapter [18.95](#) EMC.

(2) Sexually oriented business is only allowed in the BP district with a conditional use permit.

(3) This use is further restricted to a maximum of 20,000 gross square feet within the MUR and BP districts.

(4) Services, sales, storage and operations other than customer parking and “sidewalk” style merchandise display and outdoor seating must be fully contained within a structure. Gasoline service stations are not permitted in the Town Center.

(5) Farmer’s markets, farm stands and public markets are permitted in all districts. If such a market is temporary, then it requires a temporary use permit.

(6) The director shall determine whether a use is classified as light industrial or heavy industrial based on the industrial classification and its potential to cause negative impacts on residential, civic and commercial uses.

(7) All structures for light industrial uses must meet the required setbacks, landscaping and all other standards contained in this chapter. Equipment storage and manufacturing activities shall be enclosed in a structure or fully screened with Type I landscaping from Meridian Avenue. Warehouse and distribution uses require a conditional use permit in the Commercial district.

(8) Maintenance yards, substations and solid waste transfer stations are not permitted outside of the BP district and must be fully screened with 20 feet of Type IV landscaping.

(9) Minor utility facilities, such as telecom, fiber optics, Internet and similar facilities, shall be located within a fully enclosed structure, unless the director determines this is not feasible.

(10) Please see EMC [18.100.110](#), Personal wireless communications facilities, for additional requirements. In the event of a conflict between the requirements of that section and the requirements of this chapter, the standards contained in EMC [18.100.110](#) shall apply.

(11) Storage/Self Storage project proposals within the C, and MUR zones must develop or retain the front 150 feet as retail- or office- commercial type use on at least one arterial in order to proceed.

Table 2: Development Standards Table

	TC	C	MUR	BP
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	TC	C	MUR	BP
Standards (4)				
Maximum Height (without any bonus) (1)	45 feet	35 feet	35 feet	35 feet
Maximum Height (with FAR Bonus) (1)	55 feet (minimum 3:1 FAR)	45 feet (minimum 1.5:1 FAR)	35 feet	35 feet
Maximum Residential Net Density – Single Use Project (2)(3)(5)(14)	48 24 D.U./acre	N/A	24 D.U./acre	N/A (2) (1)
Maximum Residential Net Density – If Part of a Mixed Use Project (3)(4)(5)(14)	Controlled by maximum height, FAR and Building Code	48 D.U./acre	48 D.U./acre	N/A (2) (1)
Minimum Residential Net Density (4)(5)(6)(15)	16 D.U./acre	N/A	10 D.U./acre	N/A
Minimum Lot Frontage Occupied by a Building (5) (7)	50%	35%	35%	None
Minimum Setback to TC, C, MUR or BP Zones (6) (8)	None	None	None (7) (9)	None, except 20 feet for light industrial
Minimum Setbacks to Zones Other Than TC, C, MUR or BP (8) (10)	25 feet	25 feet	20 feet	25 feet
Maximum Floor Area Ratio (FAR) with Bonus Features (9) (11)	4:1	3:1	2:1 (10) (12)	2:1
Maximum Floor Area Ratio (FAR) without Bonus Features (11) (13)	1:1	0.5:1	0.5:1 (10) (12)	0.5:1
Maximum Hard Surface Area (Including	90%	85%	75%	80%

	TC	C	MUR	BP
Lot Coverage)				
Maximum Effective Impervious Surface	75%	70%	60%	65%

Table 2: Development Standards Exceptions and Notes.

~~(1) Mixed Uses. Commercial and residential uses shall be developed in the same project site either in the same building (preferred) or separate buildings. Commercial uses shall constitute a minimum of 10 percent of the gross floor area of the development, not including garage or service areas. Sixty percent of the building's street facing facades, not including parking entrances and loading areas, shall be developed with retail, restaurant or personal service uses.~~

~~(2-1)~~ Multifamily use in BP zones requires a CUP and is limited to multifamily as allowed. Residential use only allowed in Commercial zone if part of mixed use project.

~~(3 2)~~ To qualify for mixed use bonus, uses must be developed in same project either as vertical or horizontal mixed use.

~~(3)~~ Residential single-use project proposals within the TC, and C zones must develop or retain the front 150 feet as a commercial type use on at least one arterial in order to proceed.

~~(4)~~ Mixed use development projects demonstrating a mix (30% commercial to 70% residential minimum) of residential and commercial within the same design may be located throughout the property and not limited to any portion of any specific property.

~~(5)~~ Vertical mixed-use projects with first-floor commercial space may be constructed as fully residential projects with the requirement that the first floor must be converted to a commercial use with 5 years of building occupancy unless the applicant requests an extension by submitting a request to the Community Development Director (processed as an Administrative Approval)

~~(4 6)~~ Minimum density only applies for single use residential projects.

~~(5 7)~~ For building lots fronting directly on Meridian the minimum lot frontage occupied by a building in all zones is 35 percent.

~~(6 8)~~ Setbacks may be necessary to accommodate utility easements or to accommodate required landscaping.

~~(7 9)~~ Setbacks for single-family detached dwellings shall be as follows:

(a) Front yard/street setback: 15 feet.

(b) Garage setback: 20 feet.

(c) Principal arterial and state highway setback: 25 feet.

(d) Rear yard setback: 10 feet.

(e) Interior setback: five feet or shall meet the minimum fire separation required per the International Fire Code (IFC) as adopted by the city of Edgewood.

~~(8-10)~~ Twenty-foot setback required from any public property other than a street.

~~(9 11)~~ See Table 3: Development Intensity Bonus Options necessary to achieve maximum FAR.

~~(10 12)~~ FAR does not apply to single-family detached dwelling or cottage housing.

~~(11 13)~~ There is no minimum FAR in the TC, C, MUR or BP zones.

~~(12-14)~~ Director and city engineer may establish administrative rules for allowing partial credit for pervious paving materials.

~~(15)~~ Project proposals 1 acre or less in size may request relief from the mixed use requirements above to the Community Development Director prior to application.

The following optional features may be used alone or in combination to increase the allowed height and floor area ratio (FAR) up to the maximum limits identified in Table 2 (subsection (D) of this section). Table 3 below identifies the allowed FAR bonus and any additional requirements pertaining to the described bonus feature.

Table 3: Development Intensity Bonus Options

Bonus Feature	FAR Bonus	Description, Additional Requirements and Limitations
1. Parallel Road Network	1.5	Dedication and construction of those portions of the adopted parallel road network that are within or adjacent to the subject property. Design shall be consistent with the adopted street standards, including, but not limited to, travel lanes, on-street parking,

Bonus Feature	FAR Bonus	Description, Additional Requirements and Limitations
		landscaping and sidewalk.
2. Significant Public Plaza or Public Green Space	1.0	Available in the Town Center district only, and at the discretion of the director. Location and design shall be consistent with Town Center and Meridian Avenue Corridor master plan, and, if possible, complementary to any planned public plaza or development. Must be a minimum of five percent of the interior floor area of the development and no less than 1,500 square feet. This bonus must be in addition to any pedestrian-oriented space as required in subsection (F) of this section and EMC 18.95.030 or as required by any underlying land use approval. Plazas and green spaces shall incorporate LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).
3. Through Block Connection or Alley Enhancement	1.0	A pedestrian walkway and accompanying landscaping that shall be at least 15 feet wide and extend along a property line or through a site to allow the public to pass from one street to another street or an alley. The surface shall consist of stone, unit pavers, textured concrete, permeable pavement, or other material approved by the community development director or designee, with pedestrian scale lighting at least every 50 feet. Walkways and landscaping shall incorporate LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).
4. Mixed Use Development	1.0	Ground floor commercial with minimum of 12 feet in height measured from finished floor to finished ceiling and residential uses on upper floors at or above minimum residential density. Note additional required standards for pedestrian-oriented ground floor commercial in No. 8 below shall also apply.

Bonus Feature	FAR Bonus	Description, Additional Requirements and Limitations
5. Structure Parking, Below Grade	1.0	At least 80 percent of the parking shall be contained within a structure that is below grade.
6. Affordable Housing	1.0	For all new development within the Town Center, total square footage may be increased by two square feet for every one square foot of affordable housing (for a maximum of 1.0 FAR in bonus) provided an affordable housing plan (AHP) is developed and submitted to the director for review and approval. The developer shall commit to implementing the AHP as a part of a signed comprehensive development agreement with the city. This agreement shall be reviewed by a housing consultant or nonprofit group at the expense of the applicant with recommendations made to the director prior to any city commitment to that agreement.
7. Other Public Plaza or Public Green Space	0.75	Location and design shall be consistent with Town Center and Meridian Avenue Corridor master plan and any planned public plaza or development. Must be a minimum of two percent of the interior floor area of the development and no less than 500 square feet. This bonus must be in addition to the minimum pedestrian-oriented space requirement in subsection (F) of this section and EMC 18.95.030 . Plazas and green spaces shall incorporate LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).
8. Ground Floor Pedestrian-Oriented Commercial	0.75	Ground floor commercial with minimum of 12 feet in height measured from finished floor to finished ceiling. Buildings shall include windows with clear vision glass on at least 50 percent of the area between two and 12 feet above grade for all ground floor building facades that are visible from an abutting street. Weather protection with a minimum of six feet in depth shall be provided over sidewalks and pedestrian connections on

Bonus Feature	FAR Bonus	Description, Additional Requirements and Limitations
		80 percent of the length of the building frontage. This bonus feature may not be used in conjunction with No. 3 above.
9. Structured Parking, At Grade or Above Grade	0.75	At least 80 percent of the parking shall be contained within a structure. The structure may be part of the building or a separate structure. The structure shall be designed to minimize visibility of the parking area from the street. The street level floor shall be mixed use.
10. LEED Gold Certification (or Better)	0.75	As certified by the USGBC. Applicant is responsible for providing LEED precertification submittal documentation and annotated checklist to the city. City will review documentation at the applicant's expense. If accepted, the city will make this a condition of approval of the subsequent building permit.
11. Multi-Modal Pathway	0.5	A pathway for the movement of pedestrians and bicyclists that is consistent with the Town Center and Meridian Avenue Corridor master plan, transportation plan, and city's parks and recreation plan and approved by city staff. Pathways shall incorporate LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).
12. Public Meeting Room	0.5	Available in the Town Center district only. A room available to the community for meetings and events. The size shall be a minimum of 500 square feet, with windows on at least one side and shall be directly accessible from the outside or by a controlled lobby that allows public access.
13. LEED Silver Certification	0.5	As certified by the USGBC. Applicant is responsible for providing LEED precertification submittal documentation and annotated checklist to the city. City

Bonus Feature	FAR Bonus	Description, Additional Requirements and Limitations
		will review documentation at the applicant's expense. If accepted, the city will make this a condition of approval of the subsequent building permit.
14. Water Feature	0.25	A decorative water feature shall be equivalent to at least one percent of the project's construction cost and shall be directly accessible and visible to the public by being adjacent to a plaza, sidewalk, pathway or through-block connection. Documentation shall be provided of construction value and the cost of the water feature.
15. Exterior Art Element	0.25	Exterior art element shall be equivalent to at least one percent of the total value of the project's construction cost. Such elements include but are not limited to sculptures, bas-reliefs, metalwork and murals. Documentation shall be provided of the construction value and the value of the art as appraised by an art appraiser. Art elements shall be visible to the public at all times and will be reviewed and approved by an arts body designated by the city.

E. Design Standards.

1. Site and Building Design. Site and building design standards shall be required for all development as set forth in Chapter [18.95](#) EMC. Where the standards in Chapter [18.95](#) EMC conflict with the standards in this section, the development standards contained in this section shall control.

2. Street Design. Location, design and configuration of all streets shall be in accordance with the adopted street standards contained in EMC Title [12](#), Streets, Sidewalks and Public Spaces.

F. Open Space Requirements.

1. Applicability. New development within the Town Center (TC), Business Park (BP), Commercial (C), and Mixed Use Residential (MUR) zoning districts shall be required to meet the open space requirements in this subsection.

2. Numeric Standards. All new development shall provide accessible public space equivalent to one and one-half percent of the gross floor area of all structures. The design and location of public spaces shall consider the design and location of public spaces on adjacent properties and if feasible shall be oriented and connected to those spaces pursuant to the concepts presented in the Town Center and Meridian Corridor master plan.
3. If it can be demonstrated by the applicant to the satisfaction of the director that a required public space is adjacent to, integrated with and can be accessed from a public space on an adjoining property, this requirement may be reduced to one percent of gross floor area.
4. All required public spaces shall be oriented towards, and have direct connections (both physical and visual) to, a public street.
5. Where public spaces are integrated into new development, or where new development abuts an existing or planned public plaza, the primary building entrance shall be oriented towards or connected to that plaza.

G. Landscaping.

1. Applicability. The requirements of EMC [18.90.090](#) shall apply to the TC, C, MUR and BP zones, except as provided in this subsection. Please also see Chapter [18.95](#) EMC for applicable design standards. Where landscape regulations in this section conflict with the provisions in EMC [18.90.090](#) or Chapter [18.95](#) EMC, the regulations in this subsection shall control. Please note: where this section is silent on a specific requirement, such as irrigation requirements or minimum standards for plantings, the standards contained in EMC [18.90.090](#) and [18.95.050](#) shall apply. The standards contained in EMC [18.90.090](#)(G) (Landscaping Types) are specifically modified by this subsection and the standards contained in EMC [18.90.090](#)(H) (Landscaping Requirements by Zoning District) do not apply to TC, C, MUR and BP zones.
2. Street Frontages. In addition to landscape standards contained below, five percent of the total area between the building facade and the curb shall be landscaped. Within the BP zoning district 10 percent of the total area between the building facade and curb shall be landscaped. This shall be in addition to street trees and landscaping provided in public spaces and parking lots that are required in other subsections.
 - a. Required landscaping may be planted within planting areas surrounding trees, in raised planters, and on vegetative walls mounted to the ground-level building facade. Landscaping shall incorporate LID systems to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).
 - b. Where a building or portion of a building is located more than 10 feet from a public sidewalk or usable public space, all area between the building and the public sidewalk that is not used for vehicle or pedestrian access, circulation, parking or seating shall be landscaped.

- c. Potted landscape material may be substituted for required landscaping in areas designed for outdoor eating with the approval of the department.
3. Public Spaces. A minimum of 15 percent of the total area of a public space, such as a courtyard or plaza, shall be landscaped.
4. Surface Parking Areas. Surface parking areas shall be landscaped as set forth in EMC [18.90.090](#).
5. Street Frontages. Street frontage design and landscaping shall be provided as contained in Chapter [18.95](#) EMC and EMC Title [12](#), Streets, Sidewalks and Public Places.
6. Landscape Buffers – Standards and When Required.
- a. Development in the TC, C and MUR zoning districts shall provide a minimum 20-foot Type IV landscape buffer where they abut Single-Family zoning districts or 15 feet of Type I landscaping where they abut Mixed Residential or Public zoning districts. The director may waive or modify this requirement for pedestrian-oriented development adjacent to the Public zoning district where consistent with the purpose of this section.
- b. Development in the BP zoning district shall provide a minimum 25-foot Type IV landscape buffer where it abuts Single-Family or Public zoning districts. In addition, 15 feet of Type I landscaping shall be provided between adjacent BP zoned properties.
- c. Commercial or light industrial development in the C and MUR zoning districts shall provide a minimum 10-foot-wide Type I landscape buffer adjacent to the TC zoning district. The director may waive this requirement for pedestrian-oriented commercial development that includes a minimum of 50 percent of the lot frontage occupied by a building. Landscaping for surface parking areas shall still apply.
- d. A minimum of a 10-foot Type I landscape buffer shall be provided between more intensive zones and the MUR, and along abutting properties in the MUR district. The director may waive or modify this requirement for pedestrian-oriented commercial development that includes a minimum of 50 percent of the lot frontage occupied by a building or for abutting residential development in the MUR zone in common ownership. Required landscaping for surface parking areas is required in accordance with EMC [18.90.090](#) and Chapter [18.95](#) EMC.
7. Special Landscaping in the Business Park (BP) Zone. In order to achieve the urban design intent and provide an environment suitable to a wide range of employment uses, a minimum of 20 percent of the total site area in the BP zone shall be landscaped.

8. Tree Preservation and Protection Standards.

- a. Significant tree identification and preservation and/or replacement shall be required as set forth in EMC [18.90.180](#). Tree preservation, provided mixed use development shall be considered commercial development for the purposes of the tree retention standard contained in EMC [18.90.180](#)(C)(2)(c)(iv).
- b. The director shall have the authority to reduce the required tree replacement ratio where such requirement would conflict with the urban design intent of this section and applicable design provisions of Chapter [18.95](#) EMC.
- c. If the standards contained in Chapter [18.95](#) EMC are modified, the director shall at a minimum ensure that representative native vegetation is retained or replanted totaling at least five percent of the site area and that such landscaping is provided in excess of the requirements contained in this section.

H. Parking, Access and Circulation.

1. Applicability. Parking facilities and access drives shall be designed in accordance with EMC [18.90.130](#), except as provided below.

- a. Where a conflict exists between the standards contained in EMC [18.90.130](#) and the standards contained in this section, the standards contained in this section shall control.
- b. If this subsection does not specify a parking requirement for a land use, the director shall establish the minimum requirement based on a study of anticipated demand as provided in EMC [18.90.130](#)(C)(8).

2. Purpose. The purpose of this subsection is to provide adequate parking for all allowed uses; to reduce demand for parking by encouraging alternative transportation such as rideshare, public transit, bikes and pedestrian mobility; to promote a “park once and walk” strategy and to ensure the location and design of parking facilities is consistent with urban design and economic development goals.

3. Parking Location.

- a. Site design, including parking lot and building location, shall comply with the minimum lot frontage requirements in subsection (D) of this section.
- b. A parking lot shall not be located on a corner where two streets intersect.
- c. Within the TC zone, a parking lot shall not be located between the principal building and the street, adjacent to a park or open space or at a street terminus.

d. Within the TC zone, parking structures shall contain ground level commercial uses.

e. Within the C, MUR and BP zones, parking structures that front on a street that are not part of a residential or mixed use building shall contain ground level commercial uses.

4. Parking Facility Design and Integration. It is the city's intent to encourage the integration and connection of parking facilities, including shared parking and physical connections between parking facilities in adjoining developments. Applicants shall demonstrate how they meet this objective, including shared parking, or document why it is not feasible to do so. Please see Chapter [18.95](#) EMC, Design Standards, for additional urban design requirements for parking facilities.

5. Minimum Parking Requirements. Except as provided in subsection (H)(9) of this section, off-street parking areas shall contain the minimum number of parking spaces as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square feet means the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets or restrooms. If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down. Please note that maximum parking requirements as contained in subsection (H)(10) of this section also apply.

Table 4: Minimum Parking Requirements

Land Use	Minimum Parking Spaces Required
Residential	
Dwelling unit, multifamily:	
Studio and one-bedroom units	1 per dwelling unit*
Two-bedroom units	1.5 per dwelling unit*
Three-bedroom units	2 per dwelling unit*
Dwelling unit, single-family:	
Dwelling unit, single-family attached	2 per dwelling unit (tandem spaces allowed)
Dwelling unit, single-family detached	2 per dwelling unit
Dwelling unit, accessory or	1 per dwelling unit

Land Use	Minimum Parking Spaces Required
cottage housing	
Retail/Wholesale Trade and Services	
Retail trade and services (nonfood) other than listed below	3 per 1,000 square feet**
Nonfood retail in mixed use development, less than 5,000 square feet and less than 40% of the gross floor area of the development	No off-street parking required**
Food stores, in mixed use development, less than 15,000 square feet and less than 40% of the gross floor area of the development	3 per 1,000 square feet**
Food stores, other than above	4 per 1,000 square feet, plus additional parking as provided below for restaurant portion if applicable
Restaurants	1 per 100 square feet in dining, lounge and customer ordering area
Gasoline service stations	3 per facility plus 1 per 300 square feet of store
General Services	
General services	3 per 1,000 square feet
Professional office	3 per 1,000 square feet
Exceptions:	
Hotel/motel	1.1 per bedroom
Home occupation, including live/work	1 stall in addition to requirement for primary use
Industrial/Manufacturing	
Light industrial/manufacturing	1 per 1,000 square feet, plus additional parking for office or retail areas as noted elsewhere in this table

Land Use	Minimum Parking Spaces Required
Culture/Recreation/Religious	
Performing arts/museum/theater	1 per 3 fixed seats, plus 2 spaces for every 3 employees
Church or group assembly	1 per 5 fixed seats, plus 1 per 50 square feet of gross floor area without fixed seats used for assembly purposes
Outdoor recreation/indoor recreation/health club	Director determines based on a parking study
Health Services	
Hospital	1 per bed
Medical office or emergency care facility	5 per 1,000 square feet
Nursing and personal care facility	1 per 4 beds
Other	
Government office	3 per 1,000 square feet
All others not specifically listed	Director determines based on a parking study
*Plus guest parking amounting to one extra space for every 10 dwelling units rounded upward to the nearest multiple of 10.	
**The applicant may demonstrate through a traffic study that on-street parking is adequate to wholly or partially fulfill this parking requirement. Off-street parking may be required based on the review of this study.	

6. Loading Areas. Please see EMC [18.90.130\(D\)](#).

7. Disabled Parking. Please see Chapter [19.27](#) RCW, State Building Code, and Chapter [70.92](#) RCW, Public Buildings – Provisions for Aged and Disabled.

8. Bike Parking. In any development required to provide six or more parking spaces, bicycle parking shall be provided. Bicycle parking shall be bike rack or locker-type facilities unless otherwise specified.

- a. One bicycle parking space shall be provided for every 12 motor vehicle parking spaces, except as follows:

- i. The director may reduce bike rack parking facilities for patrons when it is demonstrated that bicycle activity will not occur at that location.
 - ii. The director may require additional spaces when it is determined that the use or its location will generate a high volume of bicycle activity. Such a determination shall include but not be limited to the following uses: park, library, museum, school, sports club or retail business located along a developed trail or designated bicycle route.
- b. Bicycle parking shall be located within 100 feet of the principal building and directly adjacent to a sidewalk or pedestrian walkway that connects directly to building entrance(s).
 - c. Bicycle frame or wheels to be locked to a structure attached to the pavement.
 - d. All bicycle parking and storage shall be located in safe, visible areas that do not impede traffic flow and shall be well lit for nighttime use.
 - e. When more than 15 people are employed on site, bicycle storage facilities for employees shall be provided. The director shall allocate the required number of parking spaces between bike rack parking and enclosed locker-type facilities.
 - f. One secured bicycle storage space shall be provided for every two dwelling units in attached single-family and multifamily units, unless individual garages are provided for every unit. The director may reduce the number of bike rack parking spaces if indoor storage facilities are available to all residents.

9. Parking Reductions. The amount of off-street parking required by subsection (H)(5) of this section may be reduced by an amount determined by the director pursuant to the provisions below.

- a. Car Share Parking. Required parking for multifamily residential developments (or the residential portion of mixed use developments) containing more than 30 units may be reduced by three spaces for each one dedicated car share space. A signed agreement between the property owner and car share provider must be submitted for approval of the parking reduction.
- b. Shared-Use Parking. Developments may receive a reduction in required parking of up to 20 percent of the minimum parking requirements, provided:
 - i. The total parking area exceeds 5,000 square feet;
 - ii. The parking facilities are designed and developed as a single on-site common parking facility, or as a system of on-site and off-site facilities, if all facilities are connected with improved

pedestrian facilities and no building or use involved is more than 800 feet from the most remote shared facility;

iii. The total number of parking spaces in the common parking facility is not less than the minimum required spaces for any single use;

iv. The director may increase the reduction where compelling evidence is provided in a parking study submitted by the applicant that the proposed reduction is warranted. See criteria in EMC [18.90.130](#);

v. A covenant or other contract for shared parking between the cooperating property owners is approved by the director. This covenant or contract must be recorded with the Pierce County auditor's office as a deed restriction on both properties and cannot be modified or revoked without the consent of the director; and

vi. If any requirements for shared parking are violated, the affected property owners must provide a remedy satisfactory to the director or provide the full amount of required off-street parking for each use, in accordance with the requirements of this chapter, unless a satisfactory alternative remedy is approved by the director.

c. Transit Availability. The director may reduce the number of required off-street parking spaces when one or more scheduled transit routes provide service within 750 feet of the site. The amount of the reduction shall be based on the number of scheduled transit runs between 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. each weekday up to a maximum reduction of two percent for each transit run up to a maximum of 20 percent.

10. Maximum Parking Requirements. Parking for a specific use in zones covered by this section shall be limited to no more than 50 percent greater than the minimum parking requirement required above. Exceptions to this parking maximum include:

a. Parking spaces are provided above/below grade.

b. If the director determines additional off-street parking spaces are warranted based on a parking study. In making such a decision, the director shall also consider whether the proposal is consistent with the stated purposes, objectives, goals or policies established in this section and the design standards. The director shall also have the authority to restrict parking for a specific use to an amount that is less than the maximum amount allowed in this section if the proposal would substantially conflict with the stated

purposes, objectives, goals or policies contained in the Edgewood comprehensive plan and similar plans and policy documents as adopted by the city of Edgewood.

11. Transit Facilities. All development shall provide transit facilities as provided in EMC [18.90.130](#)(E)(2).

12. Parking Stall and Aisle Design and Access. Please see EMC [18.90.130](#)(C)(5). (Ord. 16-482 § 2 (Exh. F); Ord. 14-426 § 2 (Exh. A); Ord. 14-414 § 2 (Exh. A); Ord. 13-397 § 2 (Exh. A); Ord. 11-359 § 6 (Exh. C); Ord. 10-346 § 7; Ord. 09-323 § 4; Ord. 08-305 § 2; Ord. 08-301 § 3; Ord. 07-284 § 1; Ord. 06-268 § 1; Ord. 03-203 § 1

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

Section 4. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Presented to Council for first reading on March XX, 2017.

ADOPTED BY THE CITY COUNCIL ON APRIL XX, 2017

Daryl Eiding, Mayor

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

Rachel Pitzel, City Clerk

Carol Morris, City Attorney

Date of Publication: April XX, 2017

Effective Date: April XX, 2017



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: Interim Rezone Code Discussion

Date: March 21, 2017

Title: Interim Rezone Code Discussion

Attachments: Interim Rezone Ordinance 17-0494

Submitted By: Kevin Stender, Community Development Director

Approved For Agenda By: Daryl Eiding, Mayor

Discussion: The Council passed an Emergency Ordinance on February 28, 2017 consistent with Section 36.70A.390 of the RCW to repeal EMC 18.40.110 regarding Quasi-Judicial Rezones and temporarily replacing it with a new EMC 18.40.110 that was much clearer. As part of the adoption of Emergency Interim measures the City Council must conduct a Public Hearing within 60 days of passage of the interim regulations. The Council set that Public Hearing date for March 28, 2017.

Following the procedures outlined in the emergency ordinance, the Planning Commission began review of the interim measures at the March 20, 2017 Planning Commission meeting and will make formal recommendations on permanent code updates to EMC 18.40.110 after an additional Public Hearing tentatively scheduled for April 3, 2017.

Recommendation: Continue moving this rezone code update forward with the Planning Commission as described above.

Fiscal Impact: None known.

**CITY OF EDGEWOOD, WASHINGTON
ORDINANCE NO. 17-0494**

AN ORDINANCE OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING AN INTERIM ZONING ORDINANCE RELATING TO QUASI-JUDICIAL MAP AMENDMENTS, REPEALING SECTION 18.40.110 OF THE EDGEWOOD MUNICIPAL CODE; DESCRIBING THE ELEMENTS OF A COMPLETE APPLICATION, THE CRITERIA FOR APPROVAL, DEADLINE FOR ISSUANCE OF A FINAL DECISION, AND EXPIRATION OF THE APPROVAL, SAID INTERIM ZONING REGULATIONS SHALL BE IN EFFECT UNTIL THE CITY ADOPTS “PERMANENT” ZONING REGULATIONS ON THE SAME SUBJECT, THIS INTERIM ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY, SETTING SIX MONTHS AS THE EFFECTIVE PERIOD OF THE INTERIM ZONING ORDINANCE, AND ESTABLISHING THE DATE OF A PUBLIC HEARING ON THE INTERIM ZONING ORDINANCE

WHEREAS, the City’s regulations relating to quasi-judicial rezones in Edgewood Municipal Code (EMC) Section 18.40.110 are unclear and require modification; and

WHEREAS, Section 36.70A.390 of the Revised Code of Washington authorizes the City Council to adopt an interim zoning ordinance, to be effective for a period of up to six months provided that a public hearing is held within at least sixty days of its adoption; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF EDGEWOOD DOES ORDAIN AS FOLLOWS:

Section 1. Section 18.40.110 of the Edgewood Municipal Code is hereby repealed.

Section 2. A new Section 18.40.110 is hereby added to the Edgewood Municipal Code, which shall read as follows:

18.40.110 Quasi-judicial Map Amendments -- Purpose. The purpose of Sections 18.40.110 through 18.40.117 is to establish procedures for amendment of the City’s Official Zoning Map. The Official Zoning Map is the map of the City which depicts the zoning designations on property, and implements or gives effect to the Comprehensive Plan. Quasi-judicial amendments are those amendments of the Official Zoning Map that involve the application of existing policy to a specific development application, and do not involve the adoption of new policy (which occurs through legislative decisions).

Section 3. A new Section 18.40.111 is hereby added to the Edgewood Municipal Code, which shall read as follows:

18.40.111 Administration of Quasi-Judicial Map Amendments.

A. Quasi-Judicial Map Amendments, Generally. The Director is authorized and directed to administer the provisions of this Chapter relating to Quasi-Judicial Map Amendments. The authority to hold a public hearing and provide a final recommendation is granted to the Hearing Examiner and the City Council has the authority to make the final decision after a closed record hearing. If approved, the City Council will adopt an ordinance amending the City's Official Zoning Map.

B. Development Agreement. The City shall not process any Quasi-Judicial Map Amendments with Development Agreements under the interim zoning ordinance.

Section 4. A new Section 18.40.112 is hereby added to the Edgewood Municipal Code, which shall read as follows:

18.40.112 Procedure for Quasi-Judicial Map Amendments. The following steps shall be followed in the processing of Quasi-Judicial Amendments.

- A. Determination of Complete Application;
- B. Notice of Application;
- C. SEPA;
- D. Determination of Consistency;
- E. Notice of Public Hearing;
- F. Preparation of Staff Report;
- G. Public Hearing; and
- H. Issuance of Recommendation to City Council;
- I. City Council Closed Record Hearing
- J. If Quasi-Judicial Map Amendment is adopted, an ordinance is adopted to change the Official Land Zoning Map.

Section 5. A new Section 18.40.113 is hereby added to the Edgewood Municipal Code, which shall read as follows:

18.40.113 Requirements for a Complete Quasi-Judicial Map Amendment Application. The following materials shall be submitted to the City for a complete Quasi-Judicial Amendment (site specific rezone):

- A. Application Form: Seven (7) copies of the completed application form;
- B. Date, name, address, telephone number and e-mail of the applicant;

- C. Name, address, telephone number and e-mail of the owner of the property identified in the application;
- D. Legal description of the subject property;
- E. Identification of all sections of the comprehensive plan policies and map addressing the property subject to the application, including identification of the comprehensive plan map designation;
- F. Description of any proposed development of the property under the proposed zoning designation;
- G. Any plans, information and/or studies that accurately depict existing and proposed use(s) and improvements;
- H. An explanation of the rationale for the proposed amendment;
- I. An explanation of how the proposed amendment and associated development proposal(s), if any, conform to, conflict with, or relate to the criteria set forth in Section 18.40.114, as applicable;
- J. A completed SEPA checklist including the supplement sheet for nonproject actions; and
- K. A title report dated within 30 days of submittal for the subject property.
- L. The application fee, as established by the City.

Section 6. A new Section 18.40.114 is hereby added to the Edgewood Municipal Code, which shall read as follows:

18.40.114. Criteria for Approval of Quasi-Judicial Map Amendment.

A. The following general rules apply to Quasi-Judicial Map Amendment applications:

- 1. There is no presumption of validity favoring the action of rezoning;
- 2. The proponents of the rezone have the burden of proof to demonstrate that conditions have changed since the original zoning; and
- 3. The rezone must bear a substantial relationship to the public health, safety, morals or welfare.

B. Implementation of the general rules in subsection A above involves analysis of the following criteria in order to approve a Quasi-Judicial Map Amendment:

- 1. Consistency with the existing comprehensive plan (the comprehensive plan that has been approved and is in place at the time the application was submitted);
- 2. Consistency with the purpose of the proposed zoning district;
- 3. Consistency between zone criteria and area characteristics;

4. Zoning history and precedential effect. Previous and potential zoning changes both in and around the area identified in the application shall be examined;

5. The impact of more intense zones on less intense zones or industrial and commercial zones on other zones shall be minimized by the use of transitions or buffers, if possible. A gradual transition between zoning categories, including height limits, is preferred.

Physical buffers may provide an effective separation between different uses and intensities of development. The following elements may be considered as buffers:

- a. Natural features including but not limited to topographical breaks, lakes, streams, and ravines;
- b. Major traffic arterials and railroad tracks;
- c. Distinct change in street layout and block orientation;
- d. Open space and greenspaces.

6. Zone boundaries.

a. In establishing boundaries, the following element shall be considered:

i. Physical buffers as described in subsection A(5) above; and

ii. Platted lot lines.

b. Boundaries between commercial and residential areas shall generally be established so that commercial uses face each other across the street on which they are located, and face away from adjacent residential areas. An exception may be made when physical buffers can provide a more effective separation between uses.

7. Height limits. In general, height limits greater than thirty five (35) feet should be limited to areas where higher height limits would be consistent with the comprehensive plan or where the designation would be consistent with the existing built character of the area;

8. Impact Evaluation. The evaluation of the changes that would result from approval of the application shall consider the possible negative and positive impacts on the affected area and its surroundings. Factors to be examined include, but are not limited to, the following:

- a. Housing;
- b. Public services;
- c. Environmental factors, such as noise, air and water quality, terrestrial and aquatic flora and fauna, glare, odor, shadows and energy conservation;
- d. Pedestrian safety;
- e. Manufacturing activity;
- f. Employment activity;
- g. Character of areas recognized for architectural or historic value;
- h. Shoreline view, public access and recreation;

i. Service capacities. Development which can be reasonably anticipated based on the proposed development potential shall not exceed the service capacities which can reasonably be anticipated in the area, including: street access to the area; street capacity in the area; transit service; parking capacity; utility and sewer capacity; shoreline navigation.

9. Changed Circumstances. Consideration of changed circumstances shall be limited to elements or conditions included in the criteria for the relevant zone designations in the Zoning Code;

10. Critical Areas. If the area is located in or adjacent to a critical area, the effect of the rezone on the critical area shall be considered.

Section 7. A new Section 18.40.115 is hereby added to the Edgewood Municipal Code, which shall read as follows:

18.40.115 Conditioning. A Quasi-Judicial Map Amendment may be conditioned based on the criteria set forth in 18.40.114 and RCW 43.21C.060 (SEPA). Conditions shall be included in a Development Agreement recorded against the subject property.

Section 8. A new Section 18.40.116 is hereby added to the Edgewood Municipal Code, which shall read as follows:

18.40.116 Deadline for Final Decision. A Quasi-Judicial Map Amendment shall be approved, approved with conditions or denied within one hundred-twenty (120) days after the application has been determined complete.

Section 9. A new Section 18.40.117 is hereby added to the Edgewood Municipal Code, which shall read as follows:

18.40.117 Expiration.

A. A Quasi-Judicial Amendment approval with or without a development agreement shall expire three years from the effective date of the approval, unless;

1. If, prior to the end of the three-year period, a complete application is filed for a building permit that is subsequently issued; or
2. Another time for expiration is specified in the final decision or development agreement.

B. When a Quasi-Judicial Amendment expires, the Official Land Use Map shall be amended so that the zoning designation in effect immediately prior to the approval shall re-apply to the subject property, except as otherwise expressly provided in the original ordinance adopting the Quasi-Judicial Amendment.

Section 10. Purpose of Interim Zoning Ordinance. The purpose of this Interim Zoning Ordinance is to allow the City to consider and process applications for Quasi-Judicial Map Amendments during the interim period until the City drafts and considers a new “permanent” or interim zoning ordinance adopting “permanent” regulations on the same subject. The City will consider adoption and enforcement of such an ordinance during the next six months, while this Interim Zoning Ordinance is in effect.

Section 11. Interim Ordinance Adopted. This Interim Ordinance is immediately adopted for a period of six months in order to provide the City adequate time to:

A. Review a new interim or “permanent” zoning ordinance to regulate Quasi-Judicial Map Amendments. It is likely that the City Staff will begin work starting with this Ordinance.

B. During the interim period, the City expects to hold a public hearing(s) on the draft ordinance, perform SEPA, obtain public input on such ordinances, allow the Planning Commission to make recommendations to the City Council, for the City Council to review the draft ordinance and, if desired, to adopt new regulations on Quasi-Judicial Map Amendments. This work will begin immediately.

Section 12. Effect of Interim Zoning Ordinance. This Interim Zoning Ordinance will allow the City, during the next six months, to accept applications for Quasi-Judicial Map Amendment applications and to process them under the regulations in this ordinance. Those applications conforming to the regulations in this ordinance may be approved and those that are not consistent with this ordinance may be denied. Issuance of permits and/or appeals of any decisions under this Interim Zoning Ordinance shall proceed in the same manner as set forth in chapter 18.40 EMC.

Section 13. Duration of Interim Zoning Ordinance. This Interim Zoning Ordinance shall be immediately effective upon adoption. As long as the City holds a public hearing on the Interim Zoning Ordinance and adopts findings and conclusions in support of the Interim Zoning Ordinance (as contemplated by Section 14 herein), the Interim Zoning Ordinance shall not terminate until six (6) months after the date of adoption, unless repealed earlier by the Council, or at the time when all of the events described in Section 11 have been accomplished, whichever is sooner.

Section 14. Public Hearing on Interim Zoning Ordinance. Pursuant to RCW 36.70A.390 and RCW 35.63.200, the City Council shall hold a public hearing on this interim zoning ordinance within sixty (60) days of its adoption, or before April 25, 2017. During the next Council meeting immediately following the public hearing, the City Council shall adopt findings of fact on the subject of this interim zoning ordinance and either justify its continued imposition or repeal this ordinance.

Section 15. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this interim zoning ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum. If this interim zoning ordinance is not adopted immediately, applications for

Quasi-Judicial Map Amendments zone may be submitted with applications for permits subject to the vested rights doctrine. If this occurs, the City may be required to consider both applications as vested, and process them under the City's old regulations, leading to confusion and possible incompatibility of regulations/development. Therefore, the interim zoning ordinance must be adopted immediately as an emergency measure to protect the public health, safety and welfare, and to allow the submission of applications to the City for Quasi-Judicial Map Amendments while the City is working on "permanent" regulations covering this subject.

Section 16. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 17. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 18. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage, having received the vote of a majority plus one of the entire Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD THIS 28TH DAY
OF FEBRUARY, 2017.**

Daryl Eidinger, Mayor

AUTHENTICATED:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney



**CITY OF EDGEWOOD
STAFF REPORT
STUDY SESSION AGENDA ITEM: CONCURRENCY
ORDINANCE**

Date: March 21, 2017

Title: Concurrency Ordinance

Attachments: Draft Concurrency Ordinance, WAC excerpt and email correspondence from CM on the merits of including other utilities within a Concurrency Management Code.

Submitted By: Aaron C. Nix, ACA – Municipal Services

Approved For Agenda By: Daryl Eiding, Mayor

Discussion: Staff have expressed to the Council previously of its intent to bring updated language as it pertains to concurrency and the City's responsibility in permitting development within its borders. Again, "Concurrency describes the situation in which adequate facilities are available when the impacts of development occur, or within a specified time thereafter. Concurrency ensures consistency in land use approval and the development of adequate public facilities as plans are implemented, and it prevents development that is inconsistent with the public facilities necessary to support the development." State law is specific that this is addressed by cities as it relates to transportation issues through RCW 36.70A.070. Materials have also been included that discuss the merits of whether to include concurrency as it relates to other utilities like water and sewer, although not required under state law. Staff wants to introduce this subject matter to the Council, with the intent of taking this through the Planning Commission in early April, obtaining a recommendation from them and bringing it back to the Council in early May for eventual adoption.

Fiscal Impact: None to the City budget. Impacts are placed on development proposals when they make application to the City. The revised language is consistent with changes in law and has/continues to go through the rigors of judicial review to help ensure economical appropriateness.

DRAFT – March 13, 2017

ORDINANCE NO. 17-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, RELATING TO COMPREHENSIVE PLANNING UNDER THE GROWTH MANAGEMENT ACT, ADOPTING CONCURRENCY REGULATIONS FOR THE REVIEW OF LEGISLATIVE AND QUASI-JUDICIAL APPLICATIONS, AS MANDATED BY THE GMA FOR TRANSPORTATION FACILITIES AND AS RECOMMENDED BY THE GMA FOR SEWER FACILITIES, REPEALING SECTION 18.90.030 OF CHAPTER 18.90 AND ADOPTING A NEW CHAPTER 18.105 TO THE EDGEWOOD MUNICIPAL CODE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Growth Management Act (“GMA,” chapter 36.70A RCW) requires that cities planning under GMA “adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development (RCW 36.70A.070(6)(b));” and

WHEREAS, the City has adopted concurrency regulations in chapter/section 18.90.030 of the Edgewood Municipal Code which need to be updated; and

WHEREAS the SEPA Responsible Official has determined that this Ordinance is categorically exempt from SEPA as affecting only procedural and no substantive standards, pursuant to WAC 197-11-800(19); and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on _____, and made a recommendation of _____ to the City Council; and

WHEREAS, on _____, 2017, the City Council considered this Ordinance,
together with the Planning Commission's recommendation, during a regular Council meeting;
Now, Therefore,

THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, ORDAINS
AS FOLLOWS:

Section 1. Section 18.90.030 of the Edgewood Municipal Code is hereby repealed.

Section 2. A new Chapter 18.105 is hereby added to the Edgewood Municipal Code,
which shall read as follows:

CHAPTER 18.105 CONCURRENCY MANAGEMENT

Sections:

- 18.105.010 Purpose.
- 18.105.020 Authority.
- 18.105.030 Exempt development.
- 18.105.040 Capacity evaluation required for a change of use.
- 18.105.050 Capacity evaluations required for certain rezones or comprehensive plan amendments.
- 18.105.060 All capacity determinations exempt from project permit processing.
- 18.105.070 Level of Service standards.
- 18.105.080 Effect of LOS standards.

- 18.105.090 Capacity evaluations required prior to issuance of CRC.
- 18.105.100 Water, transportation and sewer – Application for capacity evaluation.
- 18.105.110 Submission and acceptance of an application for a CRC.
- 18.105.120 Method of capacity evaluation.
- 18.105.130 Purpose of capacity reservation certificate.
- 18.105.140 Procedure for capacity reservation certificates.
- 18.105.150 Use of reserved capacity.
- 18.105.160 Transfer of reserved capacity.
- 18.105.170 Denial letter.
- 18.105.180 Notice of concurrency determination.
- 18.105.190 Expiration and extensions of time.
- 18.105.200 Appeals.
- 18.105.210 Purpose and procedure for administration.
- 18.105.220 Capacity classifications.
- 18.105.230 Annual reporting and monitoring.

- 18.105.240 Road LOS monitoring and modeling.
 - 18.105.250 Traffic impact analysis standardized format.
-

18.105.010 Purpose. The purpose of this Chapter is to implement the concurrency provisions of the transportation and utilities elements of the City’s comprehensive plan, the water and sewer comprehensive plans, all in accordance with RCW 36.70A.070(6)(b), consistent with WAC 365-195-510 and 365-195-835. All applications that are not exempt (as defined herein) shall be processed under and shall comply with this Chapter, which shall be cited as the City’s “concurrency management ordinance.”

18.105.020 Authority. The Director of Public Works or his/her designee, shall be responsible for implementing and enforcing this concurrency management ordinance.

16.150.030 Exempt development.

A. No development activity (as defined in Section 18.20.070 EMC) shall be exempt from the requirements of this chapter, unless the permit is listed below. The following types of permits are not subject to the capacity reservation certificate (CRC) process because they do not create additional long-term impacts on transportation facilities or sewer capacity in the City’s waste water treatment plant, or water capacity in the City’s water system:

1. Administrative interpretations;
2. Sign permit;
3. Street vacations;
4. Demolition permit;
5. Street use permit;
6. Interior alterations of a structure with no change in use;
7. Excavation/clearing permit;
8. Hydrant use permit;
9. Right-of-way permit;
10. Single-family remodeling with no change of use;
11. Plumbing permit;
12. Electrical permit;
13. Mechanical permit;
14. Excavation permit;
15. Sewer connection permit;
16. Driveway or street access permit;
17. Grading permit;
18. Tenant improvement permit;
19. Fire code permit;
20. Design review approval.

Notwithstanding the above, if any of the above permit applications will generate any new p.m. peak hour trips, require additional sewer capacity, or increase water consumption, such application shall not be exempt from the requirements of this Chapter.

B. Transportation. This Chapter shall apply to all applications for development or redevelopment if the proposal or use will generate any new p.m. peak-hour trips. Every application for development shall be accompanied by a concurrency application. Developments or redevelopments, excluding an individual single-family residence, that will generate one or more new projected vehicle trips that will pass through an intersection or roadway section identified with a level of service below the acceptable level noted in the transportation element in the City's comprehensive plan, or that will generate 15 or more new p.m. peak hour trips shall also be required to have the City prepare a traffic report as defined in POMC Section _____.

~~_____ C. Water. This Chapter shall apply to all applications for development inside the City limits or outside City limit utility extension agreements (under chapter ____ MC) for development or redevelopment if the proposal or use requires water from the City's water system. In addition, this Chapter shall apply to existing developments to the extent that the property owner requires water for a use not disclosed on a previously submitted water service application under Section _____ or a previously submitted application for a capacity reservation certificate.~~

D. Sewer. This Chapter shall apply to all applications for development inside the City limits or outside City limit utility extension agreements under chapter 11.35 EMC for development or redevelopment if the proposal or use requires sewer from the City's sewer system. In addition, this Chapter shall apply to existing developments to the extent that the property owner requires sewer for a use not disclosed on a previously approved request for sewer service or a previously approved application for a capacity reservation certificate.

18.105.040 Capacity evaluation required for a change in use. Any non-exempt development activity shall require a capacity evaluation in accordance with this Chapter.

A. Increased Impact on Road Facilities, and/or the City's Sewer System. If a change in use will have a greater impact on road facilities and/or the City's sewer system than the previous use, as determined by the Director, based on review of information submitted by the applicant and such supplemental information as available, a CRC shall be required for the net increase only. Provided that: the applicant shall provide reasonably sufficient evidence that the previous use has been actively maintained on the site during the five-year period prior to the date of application for the capacity evaluation.

B. Decreased Impact on Road Facilities and/or the City's Sewer System. If a change in use will have an equal or lesser impact on road facilities and/or the City's sewer system than the previous use as determined by the Director, based on review of information submitted by the applicant and supplemental information as available, a CRC will not be required.

C. No Capacity Credit. If no use existed on the site for the five-year period prior to the date of application, no capacity credit shall be issued pursuant to this Section.

D. Demolition or Termination of Use. In the case of a demolition or termination of an existing use or structure, the capacity evaluation for future redevelopment shall be based upon

the net increase of the impact on road facilities or the City's water or sewer system for the new or proposed land use, as compared to the land use existing prior to demolition. Provided that: such credit is utilized through a CRC within five years of the date of the issuance of the demolition permit.

18.105.050 Capacity evaluations required for certain rezones and comprehensive plan amendments. A capacity evaluation shall be required as part of any application for a comprehensive plan amendment or zoning map amendment (rezone) which, if approved, would increase the intensity or density of permitted development. As part of that capacity evaluation, the Director shall determine whether capacity is available to serve both the extent and density of development which would result from the zoning/comprehensive plan amendment. The capacity evaluation shall be submitted as part of the staff report and shall be considered by the City in determining the appropriateness of the comprehensive plan or zoning amendment.

18.105.060 All capacity determinations exempt from project permit processing. The processing of applications pursuant to the authority in this Chapter shall be exempt from project permit processing procedures as described in Chapter ____ of the Zoning Code, except that the appeal procedures of Chapter ____ shall apply as indicated in this Chapter. The City's processing of capacity determinations and resolving capacity disputes involves a different review procedure due to the necessity to perform continual monitoring of facility and service needs, to ensure continual funding of facility improvements, and to develop annual updates to the transportation and utilities elements of the comprehensive plan.

18.105.070 Level of Service Standards.

A. Generally. Level of Service (LOS) is the established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need, as mandated by chapter 36.70A RCW. LOS standards shall be used to determine if public facilities or services are adequate to support a development's impact. The concept of concurrency is based on the maintenance of specified levels of service through capacity monitoring, allocation and reservation procedures. Concurrency describes the situation in which water, sewer and/or road facilities are available when the impacts of development occur. For road facilities, this time period is statutorily established as within six years from the time of development. (See, RCW 36.70A.070(6)(b) and WAC 365-195-210.)

1. *Roads.* The City has designated levels of service for road facilities in the transportation element of the City's comprehensive plan:

- a. to conform to RCW 47.80.030 for transportation facilities subject to regional transportation plans;
- b. to reflect realistic expectations consistent with the achievement of growth aims;
- c. for road facilities according to WAC 365-195-325; and

d. to prohibit development if concurrency for road facilities is not achieved (RCW 36.70A.070), and if sufficient public and/or private funding cannot be found, land use assumptions in the City's comprehensive plan will be reassessed to ensure that level of service standards will be met, or level of service standards will be adjusted.

~~2. Water. The City has a permitted withdrawal volume of water issued by the Department of Ecology. "Level of Service" as it relates to water is defined in the water element of the City's comprehensive plan as the ability to provide potable water to the consumer for use and fire protection. The ability to provide water supply is limited by the water permit from the Department of Ecology.~~

23. Sewer. The City is required to obtain a permit from the Department of Ecology in order to discharge effluent into the waters of the State. This permit is limited by levels and volume. "Level of Service" as it relates to sewer is defined in the City's sewer comprehensive plan as the ability to provide sanitary sewer services to the consumer for use, treatment at the City's wastewater treatment plant and discharge into Puget Sound. The City's ability to provide such service is limited by the physical capacity of the City's wastewater treatment plant as well as the NPDES permit issued by the Department of Ecology.

18.105.080 Effect of LOS standards.

A. Roads. The Director shall use the LOS standards set forth in the transportation element of the City's comprehensive plan to make concurrency evaluations as part of the review of any application for a transportation concurrency reservation certificate (CRC) issued pursuant to this chapter.

~~B. Water. The Director shall use the existing water rights as permitted by the Department of Ecology and as identified in the utilities element of the City's comprehensive plan to make concurrency evaluations as part of the review of any application for a water CRC issued pursuant to this chapter.~~

BC. Sewer. The Director shall use the limits and levels established in the City's NPDES permit from the Department of Ecology, and evaluate the remaining capacity in the City's wastewater treatment plan as part of the review of any application for a sewer CRC issued pursuant to this chapter.

18.105.090 Capacity evaluations required prior to issuance of CRC.

A. A capacity evaluation for transportation, ~~water~~ or sewer shall be required for any of the nonexempt activities identified in Section 18.105.030 of this chapter.

B. The Director shall utilize the requirements in Sections 18.105.070 through 18.105.080 to conduct a capacity evaluation prior to issuance of a CRC. In addition to the requirements set forth in these sections, the Director may also utilize state law or the Washington Administrative Code, or such other rules regarding concurrency, which may be established from time to time by administrative rule. In cases where LOS standards do not apply, the Director

shall have the authority to utilize other factors in preparing capacity evaluations to include, but not be limited to, independent LOS analysis.

C. A capacity reservation certificate (CRC) will not be issued except after a capacity evaluation performed pursuant to this Chapter, indicating that capacity is available in all applicable road facilities and/or within the City's ~~water or~~ sewer system.

18.105.100 Application for capacity evaluation.

A. An application for a CRC and the application for the underlying development permit, or other activity, shall be accompanied by the requisite fee, as determined by City Council resolution. An applicant for the CRC shall submit the following information to the Director, on a form provided by the Director, together with the underlying development application:

1. Date of submittal;
2. Developer's name, address, telephone number and e-mail;
3. Legal description of property as required by the underlying development permit application, together with an exhibit showing a map of the property;
4. Proposed use(s) by land use category, square feet and number of units;
5. Phasing information by proposed uses, square feet and number of units, if applicable;
6. Existing use of property;
7. Acreage of property;
8. Proposed site design information, if applicable;
9. The applicant's proposed mitigation (if any) for the impact on the City's transportation facilities;
10. Written consent of the property owner, if different from the developer;
11. Proposed request of capacity by legal description, if applicable;
12. For water capacity evaluations only: Water hydraulic report prepared by a licensed professional engineer, which shall include the purpose for which water is required;
13. For sewer capacity evaluations only: Sewer hydraulic report prepared by a licensed professional engineer, which shall include the purpose for which the sewer is required.
14. Stormwater drainage report prepared by a licensed professional engineer.

B. Additional information for transportation capacity evaluations only:

1. A preliminary site plan, which is a plan showing the approximate layout of proposed structures and other development, type and number of dwelling units, type and number of nonresidential building areas with gross square footage, the land use codes per the most recent edition of Trip Generation from the Institute of Transportation Engineers (ITE) and an analysis of the points of access to existing and proposed roadways;

2. The applicant is not required to submit a traffic impact analysis from an independent traffic engineer. Instead, those applicants with a transportation CRC application that are required to have the City provide a traffic report in accordance with

16.60.003(B)(1) shall instead pay to the City a deposit equal to the estimated fee for the City's preparation of a traffic report. The amount of the fee shall be determined by City resolution and paid at the time the transportation CRC application is submitted. The fee shall be vary based on the number of new p.m. peak-hour trips produced by the development. The applicant shall be subject to repayment of fees for any subsequent revisions to the original traffic report. Fees for revisions may be calculated in proportion to the original fee depending on the effort involved to revise the traffic report. Even if the traffic report is based on an estimate of the impact, the applicant will still be bound by the estimate of the impact, and any upward deviation from the estimated traffic impact shall required at least one of the following: (a) a finding that the additional concurrency sought by the developer through a revised application is available to be reserved by the project; (b) mitigation of the additional impact under SEPA; (c) revocation of the CRC.

18.105.110 Submission and acceptance of a CRC application.

A. Notice of application. Issuance of a notice of application for the underlying permit application shall be handled by the planning director or designee, following the process in Section _____. The notice of application required by Section _____ shall state that an application for a concurrency determination has been received by the City.

B. Determination of Completeness. The planning director shall immediately forward all CRC applications received with development applications to the public works/engineering staff. Within twenty-eight (28) days after receiving an application for a CRC, the public works/engineering staff shall mail or personally deliver to the applicant a determination which states either:

1. That the concurrency application is complete; or
2. That the concurrency application is incomplete and what is necessary to make the application complete.

C. Additional information. An application for a CRC is complete for purposes of initial processing when it meets the submission requirements in Section _____. The determination of completeness shall be made when the application is sufficiently complete for review, even though additional information may be required or project modifications may be undertaken subsequently. The Director's determination of completeness shall not preclude the Director's ability to request additional information or studies.

D. Incomplete applications.

1. Whenever the City issues a determination that the CRC is not complete, the CRC application shall be handled in the same manner as a project permit application under Section _____.

2. Date of Acceptance of Application. An application for a CRC shall not be officially accepted or processed until it is complete and the underlying development application has been determined complete. When an application is determined complete, the Director shall accept it and note the date of acceptance.

18.105.120 Method of capacity evaluation.

A. Generally. In order to determine concurrency for the purposes of issuance of a transportation, water or sewer CRC, the Director shall make the determination described in subsections B, C and D of this Section. The Director may deem the development concurrent with transportation facilities or the City's water or sewer system, with the condition that the necessary facilities or services shall be available through a financial commitment in an enforceable development agreement (see, chapter ___ of this Code). In no event shall the Director determine concurrency for a greater amount of capacity than is needed for the development proposed in the underlying application.

B. Transportation.

1. Upon submission and acceptance of a complete transportation CRC application, the Director shall conduct a traffic impact analysis and issue a traffic report for those applications meeting the requirements of Section 16.60.003(B)(1).

2. In performing the concurrency evaluation for transportation facilities, and to prepare the transportation CRC, the Director shall determine, based on the conclusions of the traffic report, whether a proposed development can be accommodated within the existing or planned capacity of transportation facilities. This shall involve the following:

a. A determination of anticipated total capacity at the time the proposed impacts of development occur or within six years of such time;

b. Calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;

c. Calculation of the available capacity for the proposed development;

d. Calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation identified by the applicant to be provided by the applicant at the applicant's cost;

e. Comparison of available capacity with proposed development impacts.

3. The Director shall determine if the capacity of the City's transportation facilities, less the capacity which is reserved, can be provided while meeting the level of service performance standards set forth in the City's comprehensive plan, and if so, shall provide the applicant with a transportation CRC. The Director's determination will be based on the application materials provided by the applicant, which must include the applicant's proposed mitigation for the impact on the City's transportation facilities.

~~C.~~ ~~Water.~~

~~1. In performing the concurrency evaluation for water, and to prepare the water CRC, the Director shall determine whether a proposed development can be accommodated within the existing or planned capacity of the City's water system. This shall involve the following:~~

~~a. A determination of anticipated total capacity at the time the proposed impacts of development occur;~~

~~b. Calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;~~

~~c. Calculation of the available capacity for the proposed development;~~

~~d. Calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation provided by the applicant; and~~

~~e. Comparison of available capacity with proposed development impacts.~~

~~2. The Director shall determine if the capacity of the City's water facility, less the capacity which is reserved, can be provided while remaining within the City's permitted water rights for withdrawal volume, and if so, shall provide the applicant with a water CRC.~~

~~C.D.~~ Sewer.

1. In performing the concurrency evaluation for sewer, and to prepare the sewer CRC determination, the Director shall determine whether a proposed development can be accommodated within the existing or planned capacity of the City's sewer system. This shall involve the following:

a. A determination of the anticipated total capacity at the time the proposed impacts of development occur;

- b. Calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;
 - c. Calculation of the available capacity for the proposed development;
 - d. Calculation of the impact on the available capacity for the proposed development, minus the effects of any mitigation provided by the applicant; and
 - e. Comparison of available capacity with proposed development impacts.
2. The Director shall determine if the capacity in the City's wastewater treatment plant, less the capacity which is reserved, can be provided while remaining within the City's NPDES permit for discharge volumes and levels, and if so, shall provide the applicant with a sewer CRC.

DE. Lack of Concurrency.

1. Transportation. If the director determines that the proposed development will cause the LOS of a City-owned transportation facility to decline below the standards adopted in the transportation element of the City's comprehensive plan, and improvements or strategies to accommodate the impacts of development are not planned to be made concurrent with development, a transportation CRC and the underlying development permit, if such an application has been made, shall be denied. Upon denial, the applicant may perform one of the following:

- a. Appeal the findings of the traffic report in accordance with Section _____; or
- b. Offer alternative data and/or perform an independent traffic impact analysis at the applicant's sole expense in support of alternative conclusions. Any study shall be in accordance with Section _____; or
- c. Modify the development proposal to lessen the traffic impacts and/or identify voluntary transportation improvements as mitigation to be provided by the applicant at the applicant's cost and re-apply for capacity review. Re-application shall require repayment of the traffic report preparation fee in accordance with Section _____; or
- d. Withdraw the CRC application.

2. ~~Water and~~ Sewer. If the Director determines that there is no capacity available in the City's water system to provide water and/or capacity in the City's wastewater treatment plant for a proposed project, and improvements or strategies

to accommodate the impacts of development are not planned to be made concurrent with development, the Director shall deny the water and/or sewer CRC. The City has the discretion to deny the underlying development application for lack of potable water, depending on the applicant's ability to provide water for the proposed project from another source.

18.105.130 Purpose of Capacity Reservation Certificate.

A. A transportation CRC is a determination by the Director that: (1) the proposed development identified in the CRC application does not cause the level of service on a City-owned transportation facility to decline below the standards adopted in the transportation element of the City's comprehensive plan; or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six (6) years. Upon issuance of a transportation CRC, the Director will reserve transportation facility capacity for this application until the expiration of the underlying development permit or as otherwise provided in Section _____. Although the CRC may identify the number of projected trips associated with the proposed development, nothing in this Chapter (including the trip transfer procedures) shall imply that the applicant "owns" or has any ownership interest in the projected trips.

~~B. A water CRC is a determination by the Director that: (1) the proposed development identified in the CRC application does not exceed the City's existing water rights or the limits of any state-issued permit, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six (6) years. Upon issuance of a water CRC, the Director will reserve water capacity for the application until the expiration of the underlying development permit or as otherwise provided in Section _____.~~

BC. A sewer CRC is a determination by the Director that: (1) the proposed development identified in the CRC application does not exceed the City's existing NPDES permit limits or the existing capacity in the City's wastewater treatment plant, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six (6) years. Upon issuance of a sewer CRC, the Director will reserve sewer capacity for the application until the expiration of the underlying development permit.

D. The factors affecting available water or sewer capacity or availability may, in some instances, lie outside the City's control. The City's adoption of this Chapter relating to the manner in which the City will make its best attempt to allocate water or sewer capacity or availability does not create a duty in the City to provide water or sewer service to the public or any individual, regardless of whether a water or sewer CRC has issued. Every water availability certificate and water and sewer CRC shall state on its face that it is not a guarantee that water and/or sewer will be available to serve the proposed project.

18.105.140 Procedure for capacity reservation certificates. After receipt of a complete application for a CRC, the Director shall process the application in accordance with this Chapter and issue the CRC or a denial letter.

18.105.150 Use of reserved capacity. When a CRC and a development permit issues for a project, the CRC shall continue to reserve the capacity unless the development permit lapses or expires without issuance of a certificate of occupancy.

18.105.160 Transfer of reserved capacity. Reserved capacity shall not be sold or transferred to property not included in the legal description provided by the applicant in the CRC application. The applicant may, as part of a development permit application, designate the amount of capacity to be allocated to portions of the property, such as lots, blocks, parcels or tracts included in the application. Capacity may be reassigned or allocated within the boundaries of the original reservation certificate by application to the director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

18.105.170 Denial letter. If the Director determines that there is a lack of concurrency under the above provisions, the Director shall issue a denial letter, which shall advise the applicant that capacity is not available. If the applicant is not the property owner, the denial letter shall also be sent to the property owner. At a minimum, the denial letter shall identify the application and include the following information:

A. For roads:

1. An estimate of the level of the deficiency on the transportation facilities; and
2. The options available to the applicant such as the applicant's agreement to construct the necessary facilities at the applicant's cost.

~~B. For water:~~

- ~~1. The options available to the applicant, such as private water supplies or other water purveyor services; and~~
- ~~2. The options available to the applicant such as the applicant agreement to construct the necessary facilities at the applicant's cost.~~

BC. For sewer. The options available to the applicant such as a temporary septic system (if allowed by law) which the applicant would install and agree to remove at his/her own cost when sewer capacity became available in a development agreement.

CD. For all. A statement that the denial letter may be appealed if the appeal is submitted to the City Engineer within ten (10) days after issuance of the denial letter, and that the appeal must conform to the requirements in Section 16.60._____. Any appeal of

a denial letter must be filed according to this section, prior to issuance of the City's decision on the underlying development application. If an appeal is filed, processing of the underlying development application shall be stayed until the final decision on the appeal of the denial letter.

18.105.180 Notice of concurrency determination.

A. Notice of the concurrency determination shall be given to the public together with, and in the same manner as, that provided for the SEPA threshold determination for the underlying development permit, unless the project is exempt from SEPA, in which case notice shall be given in the same manner as a final decision on the underlying development permit without any accompanying threshold determination. In the case of an approved CRC, any mitigation identified by the applicant to be provided by the applicant at the applicant's cost shall be included in the SEPA threshold determination or underlying permit decision (if categorically exempt from SEPA).

B. If a denial letter is not timely appealed, the underlying permit application will be processed and in most instances, will result in a denial. If a denial letter is appealed, any mitigation or conditions included in the appeal decision shall be included in the SEPA threshold decision or underlying permit decision (if categorically exempt from SEPA).

18.105.190 Expiration of CRC and extensions of time.

A. Expiration. If a certificate of occupancy has not been requested prior to the expiration of the underlying permit or termination of the associated development agreement, the Director shall convert the reserved capacity to available capacity for the use of other developments. The act of requesting a certificate of occupancy before expiration of the CRC shall only convert the reserved capacity to used capacity if the building inspector finds that the project actually conforms with applicable codes. If a complete underlying project permit application is expired as provided for in Section ____, the Director shall convert any reserved capacity allocated to the underlying project permit for use by other developments.

B. Extensions for Road Facilities. The City shall assume that the developer requests an extension of transportation capacity reservation when the developer is requesting a renewal of the underlying development permit. No unused capacity may be carried forward beyond the duration of the transportation CRC or any subsequent extension.

C. Extensions for Water or Sewer. The City shall not extend any water or sewer CRC. If the developer submits an application for an extension of the underlying permit, the applicant shall submit a new application for a concurrency determination for water or sewer under this Chapter.

D. If a CRC has been granted for a rezone or comprehensive plan amendment, the CRC shall expire when the development agreement for the comprehensive plan or rezone terminates. If there is no associated development agreement, the CRC shall expire within five years after the CRC approval anniversary date.

18.105.200 Appeals. Upon receipt of an appeal of the denial letter, the Director shall handle the appeal as follows:

A. A meeting shall be scheduled with the applicant to review the denial letter and the application materials, together with the appeal statement.

B. Within fourteen (14) days after the meeting, the Director shall issue a written appeal decision, which will list all of the materials considered in making the decision. The appeal decision shall either affirm or reverse the denial letter. If the denial letter is reversed, the Director shall identify the mitigation that the applicant proposes to provide at the applicant's cost, which will be imposed on the application approval in order to achieve concurrency.

C. The mitigation identified in the appeal decision shall be incorporated into the City's SEPA threshold decision on the application.

D. The appeal decision shall state that it may be appealed with any appeal of the underlying application or activity, pursuant to Section _____.

18.105.210 Purpose and procedure for administration.

A. "Capacity" refers to the ability or availability of water in the City's water system. "Capacity" refers to the ability to treat effluent in the City's wastewater treatment plant to the levels and volume limits in the City's NPDES permit. "Capacity" also refers to the ability or availability of road facilities to accommodate users, expressed in an approximate unit of measure, such as LOS for road facilities. "Available capacity" represents a specific amount of capacity that may be reserved by or committed to future users of the City's water or sewer system or road facilities.

B. There are two capacity accounts to be utilized by the Director in the implementation of this Chapter for water, sewer and transportation. These accounts are:

1. The available capacity account; and
2. The reserved capacity account.

Capacity is withdrawn from the available capacity account and deposited into a reserved capacity account when a CRC is issued. Once the proposed development is constructed and an occupancy certificate is issued, the capacity is considered "used." Each capacity account of available or reserved capacity will experience withdrawals on a regular basis. Only the Director may transfer capacity between accounts.

18.105.220 Capacity Classifications

18.105.230 Annual reporting and monitoring.

A. The Director is responsible for completion of annual transportation, water and sewer capacity availability reports. These reports shall evaluate reserved capacity and permitted development activity for the previous 12-month period, and determine existing conditions with regard to available capacity for road, sewer and water facilities. The evaluations shall report on capacity used for the previous period and capacity available for the six-year capital facilities and utilities element of the City's comprehensive plan, six-year transportation plan for road facilities, based on LOS standards, and the sewer and water comprehensive plans. Forecasts shall be based on the most recently updated schedule of capital improvements, growth projections, water rights, annual water withdrawal volumes, limits of the NPDES permit, public road facility inventories, and revenue projections, and shall, at a minimum, include:

1. A summary of development activity;
2. The status of each capacity account;
3. The six-year transportation plan;
4. Actual capacity of selected street segments and intersections and current LOS;
5. Recommendations on amendments to CIP and annual budget, to LOS standards, or other amendments to the transportation element of or to the comprehensive plan;
6. Existing water rights and annual withdrawal volumes; and
7. Limits in the City's NPDES permit and finding of available capacity in the City's wastewater treatment plant.

B. The findings of the annual capacity availability report shall be considered by the Council in preparing the annual update to the capital improvement element, any proposed amendments to the CIP and six-year TIP, and shall be used in the review of development permits and capacity evaluations during the next period.

C. Based upon the analysis included in the annual capacity availability reports, the Director shall recommend to the City Council each year any necessary amendments to the CIP, TIP, utilities and/or water element of the comprehensive plan, and comprehensive plan. The Director shall also report on the status of all capacity accounts when public hearings for comprehensive plan amendments are heard.

18.105.240 Road LOS monitoring and modeling.

A. The City shall monitor level of service standards through an annual update of the six-year transportation plan which will add data reflecting development permits issued and trip allocations reserved.

B. A new trip allocation shall be assigned for each traffic analysis zone, based on the results from the traffic demand model used by the City, to ensure that the

City is achieving the adopted LOS standards described in this Chapter and the transportation element of the comprehensive plan.

C. Amendments to the trip allocation program that exceed the total aggregate annual trip allocation per zone for any given year shall require an amendment to the comprehensive plan. Monitoring and modeling shall be required and must include anticipated capital improvements, growth projections, and all reserved and available capacity.

18.105.250 Traffic Impact Analysis standardized format. Attached to Ordinance No. 17-0491 and incorporated herein by this reference is the standardized format required for the developer's independent traffic impact analysis. The impact analysis may be completed at the time of submittal of the original application or upon denial of a transportation CRC application.

Section 2. Publication. This Ordinance shall be published by an approved summary consisting of the title.

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

Section 4. Effective Date. This Ordinance shall become effective five days after publication as provided by law.

PASSED by the Council and approved by the Mayor of the City of _____, this ____ day of May, 2014.

CITY OF EDGEWOOD

Mayor

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

 KeyCite Yellow Flag - Negative Treatment
Proposed Regulation

Washington Administrative Code

Title 365. Commerce, Department of (Community Development) (Refs & Annos)

Chapter 365-196. Growth Management Act-Procedural Criteria for Adopting Comprehensive Plans and Development Regulations

Part Four. Features of the Comprehensive Plan

WAC 365-196-415

365-196-415. Capital facilities element.

Currentness

(1) Requirements. The capital facilities element of a comprehensive plan must contain at least the following features:

(a) An inventory of existing capital facilities owned by public entities, also referred to as “public facilities,” showing the locations and capacities of the capital facilities;

(b) A forecast of the future needs for such capital facilities based on the land use element;

(c) The proposed locations and capacities of expanded or new capital facilities;

(d) At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and

(e) A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element.

(2) Recommendations for meeting requirements.

(a) Inventory of existing facilities.

(i) Counties and cities should create an inventory of existing capital facilities showing locations and capacities, including the extent to which existing facilities have capacity available for future growth.

(ii) Capital facilities involved should include, at a minimum, water systems, sanitary sewer systems, storm water facilities, reclaimed water facilities, schools, parks and recreational facilities, police and fire protection facilities.

(iii) Capital facilities that are needed to support other comprehensive plan elements, such as transportation, the parks and recreation or the utilities elements, may be addressed in the capital facility element or in the specific element.

(iv) Counties and cities should periodically review and update the inventory. At a minimum this review must occur as part of the periodic update required by [RCW 36.70A.130\(1\)](#). Counties and cities may also maintain this inventory annually in response to changes in the annual capital budget.

(b) Forecast of future needs.

(i) Counties and cities should forecast needs for capital facilities during the planning period, based on the levels of service or planning assumptions selected and consistent with the growth, densities and distribution of growth anticipated in the land use element. The forecast should include reasonable assumptions about the effect of any identified system management or demand management approaches to preserve capacity or avoid the need for new facilities.

(ii) The capital facilities element should identify all capital facilities that are planned to be provided within the planning period, including general location and capacity.

(A) Counties and cities should identify those improvements that are necessary to address existing deficiencies or to preserve the ability to maintain existing capacity.

(B) Counties and cities should identify those improvements that are necessary for development.

(C) Counties and cities may identify any other improvements desired to raise levels of services above locally adopted minimum standards, to enhance the quality of life in the community or meet other community needs not related to growth such as administrative offices, courts or jail facilities. Counties and cities are not required to set level of service standards for facilities that are not necessary for development. Because these facilities are not necessary for development, the failure to fund these facilities as planned would not require a reassessment of the land use element if funding falls short as required by [RCW 36.70A.070 \(3\)\(e\)](#).

(c) Financing plan.

(i) The capital facilities element should include creation of at least a six-year capital facilities plan for financing capital facilities needed within that time frame. Counties and cities should forecast projected funding capacities based on revenues available under existing laws and ordinances, followed by the identification of sources of public or private funds for which there is reasonable assurance of availability. Where the services and capital facilities are provided by other entities, these other providers should provide financial information as well. If the funding strategy relies on new or previously untapped sources of revenue, the capital facilities element should include an estimate of new funding that will be supplied. Adoption of the development regulations or other actions to secure these funding sources should be included in the implementation strategy.

(ii) The six-year plan should be updated at least biennially so financial planning remains sufficiently ahead of the present for concurrency to be evaluated. Such an update of the capital facilities element may be integrated with the county's or city's annual budget process for capital facilities.

(d) Reassessment.

(i) Counties and cities must reassess the land use element and other elements of the comprehensive plan if the probable funding falls short of meeting the need for facilities that are determined by a county or city to be necessary for development. Counties and cities should identify a mechanism to periodically evaluate the adequacy of public facilities based on adopted levels of service or other objective standards. The evaluation should determine if a combination of existing and funded facilities are adequate to maintain or exceed adopted level of service standards.

(ii) This evaluation must occur, at a minimum, as part of the periodic review and update required in [RCW 36.70A.130 \(1\)](#) and [\(3\)](#) and as major changes are made to the capital facilities element.

(iii) If public facilities are inadequate, local governments must address this inadequacy. If the reassessment identifies a lack of adequate public facilities, counties and cities may use a variety of strategies including, but not limited to, the following:

(A) Reducing demand through demand management strategies;

(B) Reducing levels of service standards;

(C) Increasing revenue;

(D) Reducing the cost of the needed facilities;

(E) Reallocating or redirecting planned population and employment growth within the jurisdiction or among jurisdictions within the urban growth area to make better use of existing facilities;

(F) Phasing growth or adopting other measures to adjust the timing of development, if public facilities or services are lacking in the short term for a portion of the planning period;

(G) Revising county-wide population forecasts within the allowable range, or revising the county-wide employment forecast.

(3) Relationship between the capital facilities element and the land use element.

(a) Providing adequate public facilities is a component of the affirmative duty created by the act for counties and cities

to accommodate the growth that is selected and allocated, to provide sufficient capacity of land suitable for development, and to permit urban densities.

(b) The needs for capital facilities should be dictated by the land use element. The future land use map designates sufficient land use densities and intensities to accommodate the population and employment that is selected and allocated. The land uses and assumed densities identified in the land use element determine the location and timing of the need for new or expanded facilities.

(c) A capital facilities element includes the new and expanded facilities necessary for growth over the twenty-year life of the comprehensive plan. Facilities needed for new growth, combined with needs for maintenance and rehabilitation of the existing systems and the need to address existing deficiencies constitutes the capital facilities demand.

(4) Relationship to plans of other service providers or plans adopted by reference. A county or city should not meet their responsibility to prepare a capital facilities element by relying only on assurances of availability from other service providers. When system plans or master plans from other service providers are adopted by reference, counties and cities should do the following:

(a) Summarize this information within the capital facilities element;

(b) Synthesize the information from the various providers to show that the actions, taken together, provide adequate public facilities; and

(c) Conclude that the capital facilities element shows how the area will be provided with adequate public facilities.

(5) Relationship between growth and provision of adequate public facilities.

(a) Counties and cities should identify in the capital facility element which types of facilities it considers to be necessary for development.

(i) Counties and cities should identify facilities as necessary for development if the need for new facilities is

reasonably related to the impacts of development.

(ii) Capital facilities must be identified as necessary for development if a county or city imposes an impact fee as a funding strategy for those facilities.

(iii) In urban areas, all facilities necessary to achieve urban densities must be identified as necessary for development.

(b) For those capital facilities deemed necessary for development, adequate public facilities may be maintained as follows:

(i) Transportation facilities are the only facilities required to have a concurrency mechanism, although a local government may adopt a concurrency mechanism for other facilities that are deemed necessary for development. See [WAC 365-196-840](#).

(ii) Counties and cities should determine which capital facilities will be required as a condition of project approval, but not subject to concurrency. These may include, for example: Capital facilities required to ensure adequate water availability, capital facilities necessary to handle wastewater, and capital facilities necessary to manage storm water.

(iii) For capital facilities that are necessary for development, but not identified in subsection (2)(b)(ii)(A) or (B) of this section, counties and cities should set a minimum level of service standard, or provide some other objective basis for assessing the need for new facilities or capacity. This standard must be indicated as the baseline standard, below which the jurisdiction will not allow service to fall. Policies must require periodic analysis to determine if the adopted level of service is being met consistent with this section.

Credits

Statutory Authority: [RCW 36.70A.050](#) and [36.70A.190](#). WSR 15-04-039, S 365-196-415, filed 1/27/15, effective 2/27/15. WSR 10-03-085, S 365-196-415, filed 1/19/10, effective 2/19/10.

Current with amendments adopted through the 17-03 Washington State Register dated, February 1, 2017.

WAC 365-196-415, WA ADC 365-196-415

 KeyCite Yellow Flag - Negative Treatment
Proposed Regulation

[Washington Administrative Code](#)

[Title 365. Commerce, Department of \(Community Development\) \(Refs & Annos\)](#)

[Chapter 365-196. Growth Management Act-Procedural Criteria for Adopting Comprehensive Plans and Development Regulations](#)

[Part Eight. Development Regulations](#)

WAC 365-196-840

365-196-840. Concurrency.

[Currentness](#)

(1) Purpose.

(a) The purpose of concurrency is to assure that those public facilities and services necessary to support development are adequate to serve that development at the time it is available for occupancy and use, without decreasing service levels below locally established minimum standards.

(b) Concurrency describes the situation in which adequate facilities are available when the impacts of development occur, or within a specified time thereafter. Concurrency ensures consistency in land use approval and the development of adequate public facilities as plans are implemented, and it prevents development that is inconsistent with the public facilities necessary to support the development.

(c) With respect to facilities other than transportation facilities counties and cities may fashion their own regulatory responses and are not limited to imposing moratoria on development during periods when concurrency is not maintained.

(2) Determining the public facilities subject to concurrency. Concurrency is required for locally owned transportation facilities and for transportation facilities of statewide significance that serve counties consisting of islands whose only connection to the mainland are state highways or ferry routes. Counties and cities may adopt a concurrency mechanism for other facilities that are deemed necessary for development. See [WAC 365-196-415\(5\)](#).

(3) Establishing an appropriate level of service.

(a) The concept of concurrency is based on the maintenance of specified levels of service with respect to each of the public facilities to which concurrency applies. For all such facilities, counties and cities should designate appropriate levels of service.

(b) Level of service is typically set in the capital facilities element or the transportation element of the comprehensive plan. The level of service is used as a basis for developing the transportation and capital facilities plans.

(c) Counties and cities should set level of service to reflect realistic expectations consistent with the achievement of growth aims. Setting levels of service too high could, under some regulatory strategies, result in no growth. As a deliberate policy, this would be contrary to the act.

(d) Counties and cities should coordinate with and reach agreements with other affected purveyors or service providers when establishing level of service standards for facilities or services provided by others.

(e) The level of service standards adopted by the county or city should vary based on the urban or rural character of the surrounding area and should be consistent with the land use plan and policies. The county or city should also balance the desired community character, funding capacity, and traveler expectations when adopting levels of service for transportation facilities. For example a plan that calls for a safe pedestrian environment that promotes walking or one that promotes development of a bike system so that biking trips can be substituted for auto trips may suggest using a level of service that includes measures of the pedestrian environment.

(f) For transportation facilities, level of service standards for locally owned arterials and transit routes should be regionally coordinated. In some cases, this may mean less emphasis on peak-hour automobile capacity, for example, and more emphasis on other transportation priorities. Levels of service for highways of statewide significance are set by the Washington state department of transportation. For other state highways, levels of service are set in the regional transportation plan developed under [RCW 47.80.030](#). Local levels of service for state highways should conform to the state and regionally adopted standards found in the statewide multimodal transportation plan and regional transportation plans. Other transportation facilities, however, may reflect local priorities.

(4) Measurement methodologies.

(a) Depending on how a county or city balances these factors and the characteristics of travel in their community, a county or city may select different ways to measure travel performance. For example, counties and cities may measure performance at different times of day, week, or month (peak versus off-peak, weekday versus weekend, summer versus winter). A city or county may choose to focus on the total multimodal supply of infrastructure available for use during a peak or off-peak period. Counties and cities may also measure performance at different geographic scales (intersections, road or route segments, travel corridors, or travel zones or measure multimodal mobility within a district).

(b) In urban areas, the department recommends counties and cities adopt methodologies that analyze the transportation system from a comprehensive, multimodal perspective, as authorized by [RCW 36.70A.108](#). Multimodal level of service methodologies and standards should consider the needs of travelers using the four major modes of travel (auto, public transportation, bicycle, and pedestrian), their impacts on each other as they share the street or intersection, and their mode specific requirements for street and intersection design and operation.

(c) Although level of service standards and measurement methodologies are interrelated, changes in methodology, even if they have an incidental effect on the resulting level of service for a particular facility, are not necessarily a change in the level of service standard.

(5) Concurrency regulations.

(a) Each planning jurisdiction should produce a regulation or series of regulations which govern the operation of that jurisdiction's concurrency management system. This regulatory scheme will set forth the procedures and processes to be used to determine whether relevant public facilities have adequate capacity to accommodate a proposed development. In addition, the scheme should identify the responses to be taken when it is determined that capacity is not adequate to accommodate a proposal. Relevant public facilities for these purposes are those to which concurrency applies under the comprehensive plan. Adequate capacity refers to the maintenance of concurrency.

(b) Compliance with applicable environmental requirements, such as ambient air quality standards or water quality standards, should have been built into the determination of the facility capacities needed to accommodate anticipated growth.

(c) The variations possible in designing a concurrency management system are many. However, such a system could include the following features:

(i) Capacity monitoring - a process for collecting and maintaining real world data on use for comparison with evolving public facility capacities in order to show at any moment how much of the capacity of public facilities is

being used;

(ii) Capacity allocation procedures - a process for determining whether proposed new development can be accommodated within the existing or programmed capacity of public facilities. This can include preassigning amounts of capacity to specific zones, corridors or areas on the basis of planned growth. For any individual development this may involve:

(A) A determination of anticipated total capacity at the time the impacts of development occur.

(B) Calculation of how much of the total capacity will be used by existing developments and other planned developments at the time the impacts of development occur. If a local government does not require a concurrency certification or exempts small projects from the normal concurrency process, it should still calculate the capacity used and subtract that from the capacity available.

(C) Calculation of the amount of capacity available for the proposed development.

(D) Calculation of the impact on capacity of the proposed development, minus the effects of any mitigation provided by the applicant. (Standardized smaller developments can be analyzed based on predetermined capacity impact values.)

(E) Comparison of available capacity with project impact. For any project that places demands on public facilities, cities and counties must determine if levels of service will fall below locally established minimum standards.

(iii) Provisions for reserving capacity - A process of prioritizing the allocation of capacity to proposed developments. This process might include one of the following alternatives:

(A) Setting aside a block or blocks of available or anticipated capacity for specified types of development fulfilling an identified public interest;

(B) Adopting a first-come, first-served system of allocation, dedicating capacity to applications in the order received; or

(C) Adopting a preference system giving certain categories or specified types of development preference over others in the allocation of available capacity.

(6) Regulatory response to the absence of concurrency. The comprehensive plan should provide a strategy for responding when approval of any particular development would cause levels of service for concurrency to fall below the locally adopted standards. To the extent that any jurisdiction uses denial of development as its regulatory response to the absence of concurrency, consideration should be given to defining this as an emergency for the purposes of the ability to amend or revise the comprehensive plan.

(a) In the case of transportation, an ordinance must prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan unless improvements or strategies to accommodate the impacts of development are made concurrent with the development.

(i) These strategies may include increased public transportation service, ride sharing programs, demand management, and other transportation systems management strategies.

(ii) ‘Concurrent with development’ means that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years.

(b) If the proposed development is consistent with the land use element, relevant levels of service should be reevaluated.

(c) Other responses could include:

(i) Development of a system of deferrals, approving proposed developments in advance but deferring authority to construct until adequate public facilities become available at the location in question. Such a system should conform to and help to implement the growth phasing schedule contemplated in the land use and capital facilities elements of the plan.

(ii) Conditional approval through which the developer agrees to mitigate the impacts.

(iii) Denial of the development, subject to resubmission when adequate public facilities are made available.

(iv) Redesign of the project or implementation of demand management strategies to reduce trip generation to a level that is within the available capacity of the system.

(v) Transportation system management measures to increase the capacity of the transportation system.

(7) Form, timing and duration of concurrency approvals. The system should include provisions for how to show that a project has met the concurrency requirement, whether as part of another approval document (e.g., permit, platting decisions, planned unit development) or as a separate certificate of concurrency, possibly a transferable document. This choice, of necessity, involves determining when in the approval process the concurrency issue is evaluated and decided. Approvals, however made, should specify the length of time that a concurrency determination will remain effective, including requirements for development progress necessary to maintain approval.

(8) Provisions for interjurisdictional coordination - SEPA consistency. Counties and cities should consider integrating SEPA compliance on the project-specific level with the case-by-case process for concurrency management.

Credits

Statutory Authority: [RCW 36.70A.050](#) and [36.70A.190](#). WSR 10-03-085, S 365-196-840, filed 1/19/10, effective 2/19/10.

Current with amendments adopted through the 17-03 Washington State Register dated, February 1, 2017.

WAC 365-196-840, WA ADC 365-196-840

End of Document

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**CITY OF EDGEWOOD
STAFF REPORT
STUDY SESSION AGENDA ITEM: MILTON/EDGEWOOD
FRANCHISE AGREEMENT ORDINANCE**

Date: March 21, 2017

Title: Milton Franchise Agreement Ordinance

Attachments: Ordinance No. 17-0493, Draft Milton/Edgewood Franchise Agreement with City Attorney Comments from both Cities.

Submitted By: Aaron C. Nix, ACA Municipal Services, Acting Public Works Director

Approved For Agenda By: Daryl Eidinger, Mayor

Discussion: Late last year Staff made contact with Public Works Staff with the City of Milton in order to begin discussions as it pertained to working on coming to an agreement on language pertaining to a franchise agreement, as outlined within Edgewood Municipal Code. The City of Milton maintains and provides water services to a small section of Edgewood, near Northwood Elementary on the Westside of Meridian and small section at the north end of town near Jovita Boulevard. As the City of Milton maintains this infrastructure within Edgewood's right of way, the establishment of an agreeable franchise is appropriate and overdue. Staff is bringing this forward to the Council for their review and eventual adoption, with subsequent adoption by the Milton City Council. With the recent deferral of passage of this Ordinance by the Edgewood City Council at their February 28, 2017 Council meeting, Staff with the City of Milton have been able to present the Draft version of the Franchise Agreement sent to them by Edgewood Staff. Edgewood Staff received comment back from Milton earlier this week and are in the process of working on the couple issues that were brought up by Milton. The hope is that these issues will be addressed quickly and the agreed to Franchise Agreement can move forward in both Cities for adoption very soon. As a courtesy to our Council, the City of Edgewood's Attorney's comments have been highlighted in yellow, with Milton's Staff comments unlighted in the attached version of the Ordinance.

Recommendation: At the time of this writing, Staff is continuing to work with both Attorneys in order to complete and bring this Franchise Agreement to completion. This work will continue and it is Staff's hope that at the time of the Study session, Staff will be able to report that the issues have been addressed or alternatives have been worked out and Staff will bring these alternatives to the Study session in order to go over these with the City Council. If so, it would be Staff's hope that the Franchise Agreement be forwarded onto the next full City Council meeting for passage.

Fiscal Impact: N/A

ORDINANCE NO. 17-~~XXXX~~0493

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, GRANTING UNTO THE CITY OF MILTON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR WATER SYSTEM INFRASTRUCTURE, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF EDGEWOOD, WASHINGTON; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, The City of Milton, WA, (hereinafter referred to as "Milton") has requested that the City Council grant it a nonexclusive franchise; and

WHEREAS, Milton has authority to contract with municipal corporations, and to construct, add to, maintain and supply water works; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, Milton provides public drinking water to portions of citizens within the City of Edgewood, as a ~~privately owned nonprofit municipal water corporation~~ municipal corporation regulated by the Washington State Department of Health; and

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WHEREAS, Milton's public water system infrastructure and facilities are identified as critical infrastructure and its staff is classified as first responders by the Federal Government.

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

Section 1. Franchise Granted; Term. Pursuant to RCW 35A.47.040, the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), hereby grants to Milton, a Municipal ~~public utility owned by City taxpayers and~~ Corporation organized under the laws of the state of Washington, its heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth and all applicable City codes and regulations, a nonexclusive franchise beginning on the effective date set forth in Section 23 herein. The term of the franchise shall be five (5) years.

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This franchise shall grant Milton the right, privilege and authority to construct, operate, maintain, replace, and repair all necessary facilities for water delivery, in, under, on, across, over, through, along or below the public rights-of-way located in the City of Edgewood ("the Franchise Area"), as approved under City permits issued pursuant to this franchise. "Rights-of-way" as used herein means all public streets, roads, alleys and highways of the City as now or hereafter laid out, platted, dedicated or improved.

Section 2. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any of said rights-of-way. Such

franchise shall in no way prevent or prohibit the City and/or the public from using any of said roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including the dedication, vacation, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares and other public properties of every type and description.

Section 3. Relocation of Water System Facilities.

3.1 MILTON agrees and covenants to, at MILTON's sole expense, protect, support, temporarily disconnect, relocate or remove from any rights-of-way any of MILTON's facilities when so required by the City by reason of traffic conditions, public safety, dedications of new rights-of-way and the establishment and improvement thereof, widening and improvement of existing rights-of-way, street vacations, road and walkway construction, change or establishment of street grade, and/or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity (a "governmental project").

3.2 Any condition or requirement imposed by the City upon any person or entity (including without limitation any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permit for zoning, land use, construction or development) which reasonably necessitates the relocation of MILTON's Facilities within the franchise area shall be a required relocation for purposes of subsection 3.1 above.

3.3 If the City determines that a government project or other event or condition, as defined in subsections 3.1 and 3.2, necessitates the relocation of MILTON's Facilities, the City shall, to the extent reasonably practicable:

- A. Notify MILTON during the planning phase to ensure collaborative effort is made to reduce project expense (to the City and MILTON), allow budgeting for the project and facilitate joint applications for grants and low-interest funding by the parties. The City will provide written notification requiring relocation of MILTON's Facilities at least ninety (90) days or additional days, approved by the Mayor or his/her designee prior to the commencement of the government project or other event or condition necessitating the relocation.
- B. Provide MILTON with copies of pertinent portions of the plans and specifications for such project and where possible propose an alternative location for MILTON's Facilities so that MILTON may relocate its facilities within the current right-of-way or to other rights-of-way.
- C. After receipt of such notice and such plans and specifications, MILTON shall complete relocation of its facilities at least ten (10) days prior to commencement of the project at no charge or expense to the City. Relocation shall be accomplished in such a manner as to accommodate the project, event or condition necessitating the relocation.

3.4 Without limitation of the foregoing, MILTON shall specifically indemnify the City, its officers, employees, agents and representatives, for any damages, claims, additional costs or expenses assessed against, or payable by, the City related to, arising out of, or resulting, directly or indirectly, from MILTON's failure to timely remove, adjust or relocate any of its

facilities in accordance with any requirement hereunder. The provisions of this subsection shall survive the expiration or termination of this franchise.

3.5 MILTON may, after receipt of written notice requesting relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives in good faith and advise MILTON in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of MILTON's Facilities. If so requested by the City, MILTON shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by MILTON full and fair consideration. In the event the City in its sole discretion ultimately determines that there is no other reasonable or feasible alternative, MILTON shall relocate its facilities as otherwise provided in this Section.

3.6 The provisions of this Section shall in no manner preclude or restrict MILTON from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City or another governmental entity, where the facilities to be constructed by said person or entity are not or will not become governmentally-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a governmental project.

Section 4. Maps and Records. After construction of any new facilities in the City rights-of-way, and as a condition of this franchise, MILTON shall make available to the City upon request and at no cost, a copy of all as-built plans, maps and records revealing the final location and condition of MILTON's facilities within the public rights-of-way. Said plans will be maintained at MILTON per Department of Homeland Security measures.

Section 5. Excavations. All construction work performed by MILTON or its contractors under or in relation to this franchise, specifically including without limitation any relocation, construction or maintenance of MILTON's facilities, shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private, and shall comply with all applicable laws and regulations. MILTON shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the state of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Excavation in City-owned rights-of-way shall be governed by the provisions of the Edgewood Municipal Code (EMC) Chapter 12.06 - "Right-of-Way Franchises and Permits for Public and Private Utilities". MILTON, at its own expense, shall secure any applicable permits required for excavating in any public right-of-way and shall give the City at least five (5) working days notice of its intent to commence work in the public right-of-way. In no case shall any work commence on City-owned and maintained public road surfaces, without the required permit(s).

If either the City or MILTON shall at any time plan to make excavations in any area covered by this franchise and as described in this Section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, a reasonable opportunity to share such excavation, PROVIDED THAT:

A. Such joint use shall not unreasonably delay the work of the party causing the

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- excavation to be made; and
- B. Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and
 - C. Either party may deny such request for safety reasons. The provisions of this Section shall survive the expiration or termination of this franchise.

Section 6. Restoration after Construction. MILTON shall, after abandonment, installation, construction, relocation, maintenance or repair of its facilities within the Franchise Area, restore the surface of the right-of-way to at least the same condition in which the property existed immediately prior to any such installation, construction, relocation, maintenance or repair. The City's Public Works Director shall have final approval of the condition of such rights-of-way after restoration. All concrete encased monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. MILTON agrees to promptly complete all such restoration work and to promptly repair any damage caused by such work at its sole cost and expense. The provisions of this Section shall survive the expiration, revocation or termination by other means of this franchise.

Section 7. WSDOT Standards. The parties expressly acknowledge that some rights-of-way within the franchise area, specifically including without limitation the Meridian Avenue / State Route 161 corridor, are part of the state highway system ("State Highways") and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) requirements in addition to local ordinances and other regulations. Without limitation of any other provision of this franchise, MILTON agrees that:

- (1) any pavement trenching and restoration performed by MILTON within State Highways shall meet or exceed applicable WSDOT requirements;
- (2) any portion of a State Highway damaged or injured by MILTON shall be restored, repaired and/or replaced by MILTON to a condition that meets or exceeds applicable WSDOT requirements; and
- (3) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this franchise with respect to any portion of a State Highway.

Section 8. Emergency Work. Permit Waiver. In the event of any emergency in which any of MILTON's Facilities located in or under any right-of-way breaks, becomes damaged, or if MILTON's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, MILTON shall immediately take the proper emergency measures to repair its facilities, and to cure or remedy the dangerous condition(s) for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve MILTON from the requirement of obtaining any permits necessary for this purpose, and MILTON shall apply for all such permits not later than the next succeeding day during which the Edgewood City Hall is open for business.

Section 9. Dangerous Conditions. Authority for City to Abate. Whenever the construction, installation or excavation of facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or otherwise endangers the public, an adjoining public place, street utilities

or City property, the Mayor may direct MILTON, at MILTON's own expense, to take actions to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time.

In the event that MILTON fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact MILTON to request MILTON affect the immediate repair, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or actions regarded as necessary safety precautions. The provisions of this Section shall survive the expiration, revocation or termination of this franchise.

Section 10. Indemnification. ~~MILTON hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including attorneys' fees and including claims by MILTON's own employees for which MILTON might otherwise be immune under Title 51 RCW, for injury or death of any person or damage to property caused by or arising, in whole or in part, out of the acts or omissions of MILTON, its agents, contractors, subcontractors, servants, officers or employees in the performance of this franchise, and any rights granted hereunder. The above waiver of immunity under Title 51 RCW has been mutually negotiated by the parties.~~

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Comment [A1]: Given recent court decisions this should be removed.

Milton shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or in connection with the performance of this Franchise, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Milton and the City, its officers, officials, employees, and volunteers, Milton's liability hereunder shall be only to the extent of Milton's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Milton's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Franchise.

Comment [A2]: Sorry, but I don't know what court decisions are referenced in the above comment.

Inspection or acceptance by the City of any work performed by MILTON at the time of completion of construction shall not be grounds for avoidance by MILTON of any of its obligations under this Section. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

~~In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of MILTON and the City, MILTON's liability hereunder shall be only to the extent of MILTON's negligence. The provisions of this Section shall survive the expiration or termination of this franchise.~~

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Comment [A3]: I disagree that this language is unnecessary and will not recommend that the City remove it.

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Section 11. Insurance. MILTON shall procure and maintain for the duration of the franchise the following liability insurance policies, insuring both MILTON and naming the City, and its elected and appointed officers, officials, agents, representatives, and employees as additional insureds:

A. Comprehensive general liability insurance with limits not less than:

1. \$2,000,000 for bodily injury or death to each person;
2. \$2,000,000 for property damage resulting per occurrence; and
3. \$2,000,000 for all other types of liability.

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000 for each person and \$3,000,000 for each accident.

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.

D. Comprehensive form premises operations, explosions and collapse hazard, underground hazard and products completed operation hazard policies with limits of not less than \$2,000,000.

E. The liability insurance policies required by this Section shall be maintained at all times by the MILTON. Each such insurance policy shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 90 days after receipt by the City, by registered mail, of a written notice addressed to the City Risk Manager of such intent to cancel or not to renew."

MILTON may satisfy the requirements of this section by a self insurance program or membership in an insurance pool providing substantially the same coverage as set forth above and approved by the City.

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Comment [A4]: I disagree that an insurance provision is unnecessary in a franchise.

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Comment [A5]: This section is unnecessary .

Section 12. Restoration Bond. In lieu of a restoration bond pursuant to EMC 12.06.218, MILTON hereby warrants all work performed under this franchise and further specifically represents and warrants that all required restoration of the right-of-way shall be performed timely, in a workmanlike manner, and in full compliance with all applicable regulatory standards.

Section 13. Modification. The City and MILTON hereby reserve the right to mutually alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification. No such alteration, amendment or modification shall be effective without a writing signed by both parties.

Section 14. Forfeiture and Revocation. If MILTON willfully violates or fails to comply with any of the provisions of this franchise, or through willful misconduct or negligence fails to heed or comply with any notice given by the City under the provisions of this franchise, then MILTON shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Edgewood City Council after a hearing held upon notice to MILTON.

Section 15. Remedies to Enforce Compliance. The City may elect, in lieu of revocation and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling MILTON to comply with the provisions of this franchise. In addition to any other remedy provided herein, the City reserves the right to pursue

any remedy to compel or force MILTON and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 16. Legal Compliance. City Ordinances and Regulations. MILTON shall comply with applicable federal, state and local laws, rules and regulations, unless otherwise modified as part of this franchise, at all times relevant to this franchise. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. In the event of a conflict between the provisions of this franchise and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

Section 17. Planning Coordination.

- 17.1 Growth Management, The parties agree, as follows, to participate in the development of, and reasonable updates to, the each other's planning documents:

17.1.1 For MILTON's service within the City limits, ~~the District~~Milton will participate in a cooperative effort with the City of Edgewood to develop a Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).

Comment [A6]: Incorrect Reference

17.1.2 MILTON will participate in a cooperative effort with the City to ensure that the Utilities Element of Edgewood's Comprehensive plan is accurate as it relates to the MILTON's operations and is updated to ensure continued relevance at reasonable intervals.

17.1.3 MILTON shall submit information relates to the general location, proposed location, and capacity of all existing and proposed facilities within the City as requested by the Public Works Director within a reasonable time frame, not exceeding sixty (60) days from receipt of a written request for such information, provided that such information is in the MILTON's possession, or can be reasonably developed from the information in MILTON's possession.

17.1.4 MILTON will update information provided to the City under Section 17 – Planning Coordination, whenever there are major changes in MILTON's system plans for the City of Edgewood.

17.1.5 The City will provide information relevant to MILTON's operations within a reasonable period of written request to assist

MILTON in the development or update of its Comprehensive Water System Plan, provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.

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17.2 System Development Information.

MILTON and the City will each assign a representative whose responsibility shall be to coordinate planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include the following:

17.2.1 By February 1st of each year, MILTON shall provide the City with a schedule of its planned capital improvements, which may affect the right of way for that year.

17.2.2 By February 1st of each year, the City shall provide MILTON with a schedule of its planned capital improvements which may affect the right of way for that year including, but not limited to street overlays and repairs, storm drainage improvements and construction, and all other right of way activities that could affect MILTON's capital improvements and infrastructure.

17.2.3 MILTON shall meet with the City, other franchises and users of the right of way, as necessary, to schedule and coordinate construction activities.

17.2.4 MILTON shall ensure that all MILTON's construction locations, activities, and schedules shall be coordinated, to minimize public inconvenience, disruption, or damages.

17.3 Emergency Management. The City and MILTON agree to cooperate in emergency management planning, emergency operations response procedures, and recover activity strategies, including identifying potential hazards and risks in the MILTON's facilities so that they can be either mitigated or minimized. Provided, that nothing herein shall be construed as altering or otherwise reducing MILTON's obligations under this franchise, specifically including without limitation MILTON's obligations under Section 10.

Section 18. Acceptance. Within sixty (60) days after the passage and approval of this Ordinance, this franchise may be accepted by MILTON by its filing with the City Clerk an unconditional written acceptance thereof. Failure of MILTON to so accept this franchise within said period of time shall be deemed a rejection thereof by MILTON, and the rights and privileges herein granted shall be of no effect whatsoever, unless extended by Ordinance.

Section 19. Survival. All of the provisions, conditions and requirements of Sections 3 (Relocation of Water Facilities); Section 5 (Excavation); Section 6 (Restoration after Construction); Section 8-9 (Dangerous Conditions); and Section 910 (Indemnification); of this franchise shall be in addition to any and all other obligations and liabilities MILTON may have to the City at common law, by statute, or by contract, and shall survive the expiration or termination of this franchise. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of MILTON and all privileges, as well as all obligations and liabilities of MILTON shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever MILTON is named herein.

Comment [A7]: The references are incorrect and need to be changed as indicated.

Section 20. Assignment. This franchise may not be assigned or transferred without the written approval of the City, except MILTON may freely assign this franchise in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. MILTON shall provide prompt, written notice to the City of any such assignment.

Section 21. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

CITY OF EDGEWOOD
Mayor
2224 104th Avenue East
Edgewood, Washington 98372

CITY OF MILTON
Mayor
1000 Laurel Street
Milton, Washington 98354

Section 22. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this franchise materially affected by such court's ruling.

Section 23. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title. Provided, that the franchise granted by this ordinance shall not take effect until the City's receipt of MILTON's signed acceptance of the terms set forth herein in accordance with ~~Section 16~~ Section 18.

Comment [A8]: Edgewood agrees that this reference should be changed to section 18

Comment [A9]: This appears to refer to the wrong section.

Section 24. Regulatory Authority Reserved; Water Utility Service. The parties mutually acknowledge that the City is a municipal corporation organized under the Optional Municipal Code of Title 35A RCW. Nothing herein shall be construed as a waiver, abridgement or other limitation of the City's regulatory authority and/or police power, which the City hereby expressly reserves in full. Without limitation of the forgoing, MILTON shall be required to apply for and obtain all applicable City permits, licenses and/or approvals and otherwise operate in full compliance with the requirements of there of. Any water utility service provided

Comment [A10]: This should reference the City's chapter on right-of-way permits.

Comment [A11]: This is incomplete

by MILTON to City-owned properties shall be governed by a separate contract between the parties.

Section 25. Nonwaiver of Breach. The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right of the other party hereafter to enforce the same. Nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

Section 26. Entire Agreement. This franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior oral negotiations and written agreements between the parties.

Section 27. No Third Party Beneficiary. This franchise has been negotiated and executed for the exclusive benefit of the signatory parties and is enforceable only by the same. Nothing herein shall be construed as creating any rights in or for any third parties.

Section 28. Governing Law. Venue. This franchise shall be governed in all respects by the laws of the state of Washington. The exclusive venue for any dispute related to this franchise shall be the Pierce County Superior Court. The substantially prevailing party in any such dispute shall be entitled to an award of its reasonable attorney fees.

Section 29. Abandonment. If MILTON abandons any or all of its facilities during the franchise term, the City, at its option, may operate said facilities or designate another entity to operate the same temporarily until MILTON restores service under conditions acceptable to the City, or until the franchise is revoked and a new franchisee is selected by the City. If the City designates another entity to operate the water utility system, MILTON shall reimburse the City for all reasonable costs, expenses and damages incurred, including reasonable attorney fees, court expenses and attributed expenses for work conducted by the City's staff or agents.

Section 30. Taxes and Fees. Nothing contained in this franchise shall exempt MILTON from MILTON's obligation to pay any applicable utility tax, business tax, or ad valorem property tax, now or hereafter levied against real or personal property within the City, or against any local improvement assessment imposed on MILTON. Any fees, charges and/or fines provided for in the Edgewood Municipal Code or any other City ordinance, and any compensation charged and paid for the Public Rights-of-Way, whether pecuniary or in-kind, are separate from, and additional to, any and all federal, state, local, and City taxes as may be levied, imposed or due from MILTON.

**Presented to Council for first reading on, XXX 2017
Presented to Council for second reading on, XXXXX 2017**

ADOPTED BY THE CITY COUNCIL ON XXXXX , 2017

Daryl Eidinger, Mayor

Comment [A12]: It might be useful to determine just what Edgewood thinks we should pay in the way of taxes. We may be obliged to pay their utility tax; they may expect us to pay tax on our entire gross revenue.

Comment [A13]: Aaron, are you discussing this with Dave or do you need me to weigh in on this?

ATTEST/AUTHENTICATED:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Published: xxxx , 2017

Effective: xxxxx 2017

DRAFT

ACCEPTANCE OF FRANCHISE

The undersigned authorized representative of Milton, WA hereby declares on behalf of Milton, WA, the acceptance of the nonexclusive franchise to Milton, WA approved by the Edgewood City Council on the day of , 2017, by the adoption of Edgewood City Ordinance No. -.

DATED this day of, 2017

Milton, WA

By: _____
Its: _____



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: CODE ENFORCEMENT

Date: March 21, 2017

Title: New Code Enforcement Section of EMC

Attachments: Draft Code Enforcement Ordinance.

Submitted By: Aaron C. Nix, ACA – Municipal Services

Approved For Agenda By: Daryl Eiding, Mayor

Discussion: As mentioned to the Council on several occasions, Edgewood's code was an extension of Pierce County's code when the City incorporated back in the mid-nineties. As the newly formed City transitioned from Pierce County into Edgewood, many of the codes were formally rolled over from what the County had adopted and slowly tweaked as needed as the City transitioned. As growth has occurred, an audit conducted by current City Staff and comments received from the City Council, as well as the Public, has warranted a re-evaluation of the City's current codes and further refinements beginning with the addition of a code enforcement section to identify a process for Staff, as well as the residents of Edgewood, as problems arise throughout the City. This is essential in helping Staff provide fair and appropriate notice to the Public, an appeal process and an ability for Staff to react immediately, if warranted, in cases of emergencies. A Draft version has been generated by the City Attorney and Staff and is being brought forward to the Council a second time for discussion prior to a formal public hearing.

Fiscal Impact: None at this time, as the intent with this code update is to help current Staff obtain some efficiencies and tools in carrying out their current duties, as requested by the Public, the Mayor and the City Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF _____, WASHINGTON, RELATING TO BUILDING, CONSTRUCTION, SUBDIVISION, PLANNING AND DEVELOPMENT CODE ENFORCEMENT, ADOPTING BUILDING, CONSTRUCTION, SUBDIVISION, PLANNING AND DEVELOPMENT CODE ENFORCEMENT PROCEDURES WHICH DESCRIBE VIOLATIONS, EXPLAIN THE PROCESS FOR INVESTIGATION AND ENFORCEMENT OF VIOLATIONS, LISTING THE ELEMENTS OF A NOTICE OF VIOLATION, DESCRIBING THE PROCEDURES FOR ISSUANCE AND SERVICE OF NOTICES OF VIOLATION, STOP WORK ORDERS AND EMERGENCY ORDERS, PROVIDING FOR HEARINGS ON APPEALS, DESCRIBING THE HEARING PROCESS, SETTING PENALTIES FOR VIOLATIONS, REPEALING PREVIOUS CODE ENFORCEMENT PROCEDURES IN CHAPTER _____, AND ADDING A NEW CHAPTER ____ TO THE _____ MUNICIPAL CODE.

WHEREAS, the City has decided to update its Zoning and Subdivision Code enforcement procedures; and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is categorically exempt from SEPA as affecting only procedural and no substantive standards, pursuant to WAC 197-11-800(19); and

WHEREAS, on _____, 2017, the City Council held a public hearing on this Ordinance; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings on _____ and _____, Now, Therefore,

THE CITY COUNCIL OF THE CITY OF _____, WASHINGTON, ORDAINS AS
FOLLOWS:

Section 1. Chapter ____ of the _____ Municipal Code is hereby repealed.

Section 2. A new Chapter ____ is hereby added to the _____ Municipal Code,
which shall read as follows:

Chapter 15.25 ENFORCEMENT

Sections:

- 15.25.001 Intent.**
- 15.25.002 Violations.**
- 15.25.003 Responsibility to Enforce.**
- 15.25.004 Investigation and Notice of Violation.**
- 15.25.005 Time to Comply.**
- 15.25.006 Stop Work Order.**
- 15.25.007 Emergency Order**
- 15.25.008 Appeals.**
- 15.25.009 Appeal Hearing.**
- 15.25.010 Civil Penalty.**
- 15.25.011 Criminal Penalties.**
- 15.25.012 Additional Relief.**
- 15.25.013 Penalties for Subdivision Violations.**

15.25.001 Intent. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of the Buildings and Construction Code, Title 15, the Subdivision Code, Title 16 and the Planning and Development Code, Title 17. No provision of, or any term used in this chapter, is intended to impose any duty to enforce, or any other duty upon the City or any of its officers or employees which would subject them to damages in a civil action.

15.25.002 Violations.

A. It is a violation of the Buildings and Construction Code, Title 15, the Subdivision Code, Title 16 and the Planning and Development Code, Title 17 for any person to initiate, maintain or cause to be initiated or maintained, the use of any structure, land or property within

the City, without first obtaining the permits or authorizations required for the use by the aforementioned codes.

B. It is a violation of the Buildings and Construction Code, Title 15, the Subdivision Code, Title 16 and the Planning and Development Code, Title 17, for any person to use, construct, locate, demolish or cause to be used, constructed, located, or demolished any structure, land or property within the City, in any manner that is not permitted by the terms of any permit or authorization issued pursuant to the aforementioned Titles; provided, that the terms or conditions are explicitly stated on the permit or the approved plans.

C. In addition to the above, it is a violation of Titles 15, 16 and 17 to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with the aforementioned Titles; and
2. To misrepresent any material fact in any application, plans or other information submitted to obtain any building or construction authorization.

15.25.003 Responsibility to enforce.

A. The Community Development Director shall have the responsibility to enforce this Chapter. The Director may call upon the police, fire, building, public works or other appropriate City departments to assist in enforcement. As used in this chapter, “Community Development Director” or “Director” shall also mean his or her duly authorized representative.

B. Upon presentation of proper credentials, the Director may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter at reasonable times any building or premises subject to the consent or warrant, in order to perform the responsibilities imposed by this Chapter.

15.25.004 Investigation and Notice of Violation.

A. Investigation. The Director is authorized to investigate any structure or use which he/she reasonably believes does not comply with the standards and requirements of the Buildings and Construction Code, Title 15, the Subdivision Code, Title 16 and the Planning and Development Code, Title 17.

B. Notice of Violation. If, after investigation, the Director determines that the standards or requirements of the Buildings and Construction Code, Title 15, the Subdivision Code, Title 16 and the Planning and Development Code, Title 17 or the provisions of this chapter have been violated, the Director may serve a Notice of Violation upon the owner, tenant or other person responsible for the condition. The Notice of Violation shall contain the following information:

1. The name and address of the person to whom it is directed;

2. The location and specific description of the violation;
3. A statement that the Notice (or Order, in the case of a Stop Work or Emergency Order) is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;
4. The Notice of Violation may include or reference a Stop Work Order or Emergency Order requiring that the violation immediately cease, or that the potential violation be avoided;
5. The Notice of Violation may include or reference a Stop Work or Emergency Order requiring that the person cease all work on the premises until correction and/or remediation of the violation as specified in the Order;
6. A specific identification of each standard, code provision or requirement violated;
7. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including but not limited to, replacement, repair, supplementation, re-vegetation or restoration;
8. A reasonable time for compliance;
9. A statement that the violation may result in the imposition of penalties, and if the violation is not already subject to criminal prosecution, that any subsequent violations may result in criminal prosecution as provided in Section 15.25.011 (or 15.25.013 for subdivision violations);
10. A statement that failure to comply with the Notice of Violation may result in further enforcement actions, including issuance of additional Notices of Violation, civil fines and criminal penalties; and
11. A statement that the Notice of Violation represents a determination that a violation has been committed by the person named in the Notice of Violation, and that the determination shall be final unless appealed as provided in Section 15.25.008, and that the appeal must be timely filed under the procedures set forth in 15.25.008(E) (within 15 calendar days of service of the Notice of Violation).

C. Each Day a Separate Violation. Each day a person or entity fails to comply with the code provision cited in the Notice of Violation may be considered a separate violation for which a citation may be issued.

D. Service. The Notice of Violation shall be served on the owner, tenant or other person responsible for the condition in the manner set forth in RCW 4.28.080 for service of a summons, or personally, as set forth in RCW 4.28.080(15). In lieu of service under RCW

4.28.080(15), where the person cannot with reasonable diligence be served as described, the Notice of Violation may be served as provided in RCW 4.28.080(16).

E. Posting. A copy of the Notice of Violation shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

F. Other Actions May Be Taken. Nothing in this chapter shall be deemed to limit or preclude any action or proceeding pursuant to Sections 15.25.006 (Stop Work Order), 15.25.007 (Emergency Order), 15.25.010 (Civil Penalty), 15.25.011 (Criminal Penalties), 15.25.012 (Additional Relief), or 15.25.013 (Subdivision Violations).

G. Additional Notice to Others. The Director may mail, or cause to be delivered to all residential and/or nonresidential rental units in the structure, or post at a conspicuous place on the property, a notice which informs each recipient or resident about the Notice of Violation, Stop Work Order or Emergency Order and the applicable requirements and procedures.

H. Recording. A copy of the Notice of Violation may be filed with the County Auditor when the responsible party fails to correct the violation and no appeal is filed, or the Director requests that the City Attorney take appropriate enforcement action. The Director may choose not to file a copy of the Notice or Order if the Notice or Order is directed only to a responsible person other than the owner of the property.

I. Amendment. A Notice or Order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

15.25.005 Time to comply. When calculating a reasonable time for compliance in the Notice of Violation, the Director shall consider the following criteria:

- A. The type and degree of violation cited in the Notice;
- B. The stated intent, if any, of a responsible party to take steps to comply;
- C. The procedural requirements for obtaining a permit to carry out corrective action;
- D. The complexity of the corrective action, including seasonal considerations, construction requirements and the legal prerogatives of landlords and tenants; and
- E. Any other circumstances beyond the control of the responsible party.

15.25.006 Stop Work Order.

A. Whenever a continuing violation of Titles 15 or 14 will materially impair the Director's ability to secure compliance, or when the continuing violation threatens the health or safety of the public, the Director has the authority to issue a Stop Work Order prohibiting any work or other activity at the site. The Stop Work Order shall be in writing and served upon persons engaged in doing such work or causing such work to be done. The Stop Work Order shall be immediately posted on the property. Failure to comply with a Stop Work Order shall constitute a violation of this chapter.

B. The Stop Work Order shall include the information in Section 15.25.004(B)(1) through (8). In addition, the Stop Work Order shall include a statement that the person to whom the Stop Work Order is directed or the property owner may file an appeal and request an expedited hearing with the Hearing Examiner within seven (7) calendar days after service of the Stop Work Order. If no appeal is filed and compliance is not achieved within the compliance date, the Director may ask the City Attorney to seek additional relief under Section 15.25.012 and/or the Director may file a Notice of Violation for the violation pursuant to 15.25.004, seeking compliance and describing penalties.

C. Expedited appeal. The Hearing Examiner shall hold the expedited appeal hearing on a Stop Work Order according to the applicable procedures in Section 15.26.009. If the Hearing Examiner finds that a violation has occurred which has not been corrected by the deadline established for compliance, the Director may ask the City Attorney to seek additional relief under Section 15.25.012 and/or the Director may issue a Notice of Violation for the violation pursuant to 15.25.004, describing penalties.

15.25.007 Emergency order.

A. Whenever any use or activity in violation of Title 15 or Title 14 threatens the health and safety of the occupants of the premises or any member of the public, the Director has the authority to issue an Emergency Order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected. The Emergency Order shall be immediately posted on the property and served on the person(s) responsible. Failure to comply with an Emergency Order shall constitute a violation of this Chapter.

B. The Emergency Order shall include all of the information in Section 15.25.004(B)(1) through (8). In addition, the Emergency Order shall include a statement that the person to whom the Emergency Order is directed may file an appeal and request an expedited hearing with the Hearing Examiner within seven (7) calendar days after service or posting of the Emergency Order. If no appeal is filed and compliance is not achieved, the Director may ask the City Attorney to seek additional relief under Section 15.25.012 and/or the Director may issue a Notice of Violation pursuant to 15.25.004, seeking compliance and penalties.

C. Expedited appeal. The Hearing Examiner shall hold the expedited appeal hearing on an Emergency Order according to the applicable procedures in 15.26.009. If the Hearing Examiner finds that the violation described in the Emergency Order occurred or exist, any condition described in the Emergency Order which is not corrected within the time specified is

hereby declared to be a public nuisance and the Director may ask that the City Attorney take action to obtain a warrant of abatement for the property in Superior Court. The owner or person responsible (or both) shall be responsible for the costs associated with the abatement, in the manner provided by law.

15.25.008 Appeals.

A. No appeal of a Notice of Violation citing criminal penalties. There is no administrative appeal of a Notice of Violation issued pursuant to 15.25.004 for violations which would subject the violator to criminal prosecution and/or the imposition of criminal penalties. A Notice of Violation or citation for a violation that subjects the violator to criminal penalties is enforced in municipal court.

B. Expedited Appeal Hearings on Stop Work and Emergency Orders. An expedited public hearing shall be held by the Hearing Examiner, according to the procedures in this Section, on an appeal of a Stop Work or Emergency Order, regardless of whether the violations described in the Stop Work Order or Emergency Order would eventually subject the violator to civil or criminal prosecution and/or the imposition of civil or criminal penalties. The expedited appeal hearing shall be for the sole purpose of determining whether the Stop Work or Emergency Order was correctly issued and/or whether a violation occurred. If a violation occurred, the Director may issue a Notice of Violation.

C. Appeal Hearings on Notices of Violations Citing Civil Penalties. Unless an appeal of a Notice of Violation is filed with the Director in accordance with this Section, or an appeal involving an expedited hearing is filed, the Notice of Violation shall become the Final Order of the Director. The Final Order, including the collection of penalties, may be enforced by the City Attorney in Superior Court.

D. Standing to file appeal.

1. *Notice of Violation.* Only parties of record have standing to file an appeal of a Notice of Violation. Parties of record are defined to mean:

- a. The property owner or the person responsible for the condition of the property;
- b. Any person who can demonstrate that he/she is aggrieved by the decision; and
- c. The City Council.

2. *Stop Work Order and Emergency Order.* Only the property owner or the person responsible for the condition of the property may request an expedited appeal hearing for a Stop Work Order or Emergency order.

E. Time to file appeal.

1. Notice of Violation under 15.25.004. The party of record must file an appeal with the Director within fifteen (15) calendar days of service of the Notice of Violation.

2. Stop Work or Emergency Orders under 15.25.006 or 15.25.007. The property owner or the person responsible for the condition of the property may request an expedited appeal hearing within seven (7) calendar days after service of the Stop Work or Emergency Order.

3. Computing deadline for filing appeal. For purposes of computing the time for filing an appeal, the day the decision issued shall not be counted. If the last day of the deadline for filing the appeal is a Saturday, Sunday or holiday designated by RCW 1.16.050 or city ordinance, then the appeal must be filed on the next business day. Appeals shall be delivered to the Director by mail, by personal delivery or by fax before 5:00 p.m. on the last business day of the appeal period. Appeals received by mail after 5:00 p.m. on the last day of the appeal period will not be accepted, no matter when such appeals were mailed or postmarked.

E. Content of appeal. Appeals shall be in writing, be accompanied by the required appeal fee, and contain the following information:

1. Appellant's name, address and phone number;
2. A statement describing appellant's standing to appeal;
3. Appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to the facts in the record;
4. The specific relief sought;
5. A statement that the appellant has read the appeal and believe the contents to be true, followed by the appellant's signature.

F. Effect. The timely filing of an appeal shall stay any enforcement action based on a Stop Work Order, Emergency Order or Notice of Violation until the Hearing Examiner's decision issues unless the Director finds that the violation causes an immediate threat to public health or safety.

15.25.009 Appeal Hearing.

A. The public hearing on an appeal shall include the following elements and be conducted as follows:

1. The Hearing Examiner shall set the time and place of the hearing, and arrange for notice of the public hearing to be provided, except in cases involving an expedited hearing. For expedited hearings, notice of the hearing shall be provided to the appellant and every reasonable effort shall be made to schedule the hearing within one week after receipt of the appeal.

2. A party to the hearing may participate personally or by an attorney.

4. The Hearing Examiner shall, at the appropriate stage in the proceeding, give all parties full opportunity to submit and respond to motions and file briefs and objections.

5. If the person requesting the hearing fails to attend or participate in the hearing (other than filing the timely request for an appeal hearing as provided in this chapter), the Hearing Examiner may issue a default order of dismissal.

6. To the extent necessary for full disclosure of all relevant facts and issues, the Hearing Examiner shall afford to all parties the opportunity to respond, present evidence and argument, conduct cross-examination and submit rebuttal evidence.

7. The Hearing Examiner shall cause the hearing to be recorded by a method chosen by the City, which shall allow preparation of a verbatim transcript.

8. The hearing shall be open to public observation.

9. All testimony of parties and witnesses shall be made under oath or affirmation.

10. Ex parte communications shall be addressed as set forth in chapter 42.36 RCW.

11. The scope and standard of review shall be de novo. The City shall have the initial burden of proof in cases involving notices of violation, stop work orders, emergency orders or penalties, to demonstrate by a preponderance of the evidence the existence of a violation or that the legal standard for imposing the penalty has been met. The Examiner shall grant substantial weight or otherwise accord deference whenever directed by ordinance or statute.

12. After the conclusion of the public hearing, the Hearing Examiner may allow the parties a designated time for the submission of memos, briefs or proposed findings, as long as the Hearing Examiner can still issue his/her final decision according to any applicable deadline established by this chapter.

13. At or after the appeal hearing on a Notice of Violation, the Hearing Examiner may:

(a) Sustain the notice of violation;

- (b) Withdraw the notice of violation;
- (c) Continue the review to a date certain for receipt of additional information;
- (d) Modify the notice of violation, which may include an extension of the compliance date.

D. Except with regard to expedited hearings, the Hearing Examiner shall issue written findings of fact and conclusions of law within 10 calendar days of the date of the completion of the hearing and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible. A copy of the final decision may be recorded against the property in the County Auditor's office. The decision on expedited hearings shall issue within five (5) business days after the completion of the hearing.

E. The decision of the Hearing Examiner on appeal shall be final, and no further administrative appeal may be filed. In order to appeal the decision of the Hearing Examiner, a person with standing must file an appeal of the decision to superior court as provided under Chapter 36.70C RCW within the deadline set forth in RCW 36.70C.040.

15.25.010 Civil Penalty.

A. In addition to any other sanction or remedial procedure which may be available, any person violating or failing to comply with any of the provisions of this chapter relating to the Zoning Code (Title 15), shall be subject to a cumulative penalty in the amount of ___ hundred dollars (\$____.00) per day for each violation from the date set for compliance until compliance is achieved. Each day of noncompliance shall constitute a separate offense.

B. The penalty imposed by this section shall be collected by civil action brought in the name of the City. The Director shall notify the City Attorney in writing of the name of any person subject to the penalty, and the City Attorney shall, with the assistance of the Director, take appropriate action to collect the penalty.

C. The violator may show as full or partial mitigation of liability:

1. That the violation giving rise to the action was caused by the willful act, or neglect, or abuse of another; or
2. That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by inability to obtain necessary materials or labor, inability to gain access to the subject structure, or other condition or circumstance beyond the control of the defendant.

15.25.011 Criminal penalties.

A. Any person violating or failing to comply with any of the provisions of this chapter or the Zoning Code (Title 15) who has had a judgment entered against him or her pursuant to 15.25.010 or 15.25.011(B) for the same violation within the past five years shall be subject to criminal prosecution and upon conviction of a subsequent violation shall be fined in a sum not exceeding five thousand dollars (\$5,000) or be imprisoned for a term not exceeding one year or be both fined and imprisoned. Each day of noncompliance shall constitute a separate offense.

B. The above criminal penalty may also be imposed:

1. For any other violation of this chapter or the Zoning Code, Title 15, for which corrective action is not possible; and

2. For any willful, intentional, or bad faith failure or refusal to comply with the standards or requirements of this chapter or the Zoning Code, Title 15.

15.25.012 Additional relief.

The Director may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of Buildings and Construction Code, Title 15, the Subdivision Code, Title 16 and the Planning and Development Code, Title 17, when civil or criminal penalties are inadequate to effect compliance.

15.25.013 Penalties for Subdivision Violations.

A. Any person, firm, corporation or association or any agency or any person, firm, corporation or association who violates any provision of Subdivisions, Title 16, relating to the sale, offer for sale, lease or transfer of any lot, tract, or parcel of land, shall be guilty of a gross misdemeanor and each sale, offer for sale, lease or transfer of each separate lot, tract or parcel of land in violation of any provision of Subdivisions, Title 14, shall be deemed a separate and distinct offense and subject to a separate citation.

B. Whenever land within a subdivision granted final approval is used in a manner or for a purpose which violates any provision of Subdivisions, Title 16, or any condition of plat approval prescribed for the plat by the city, the City Attorney may commence an action to restrain and enjoin such use and compel compliance with the provisions of Subdivisions, Title 16, or with such terms and conditions. The costs of such action shall be taxed against the violator.

Section 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective five days after publication as provided by law.

ADOPTED by the City Council of the City of _____, signed by the Mayor and attested by the City Clerk in authentication of such passage on this ____ day of _____, 2017.

_____ Mayor

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

City Attorney



**CITY OF EDGEWOOD
STAFF REPORT**

STUDY SESSION AGENDA ITEM: TCMS HVAC MAINT. AGREE.

Date: March 21, 2017

Title: TCMS, INC. HVAC 3 Year Maintenance Agreement

Attachments: TCMS HVAC 3 Year Maintenance Agreement

Submitted By: Dave Gray, Asst. City Administrator

Approved For Agenda By: Daryl Eiding, Mayor

Discussion: The City went out for RFQs for HVAC maintenance in 2016. We selected TCMS, the provider since the construction of City Hall on an “as needed vendor” basis due to their familiarity with the building systems, which politely stated, are challenging (geothermal with obsolete control systems). The City would like to turn over the control systems as well, however vendors (including TCMS) were not interested in contracting for their service until significant upgrades could be made. TCMS is willing to maintain all HVAC systems excluding the control system, until the City replaces them. They would be willing to re-write a total HVAC system maintenance agreement at that time to include the control system (upgraded). The City has an estimate to upgrade the system of \$60,000.00. The City intends to ask the City Council to approve the expenditure in the 2018 budget.

Recommendation: To authorize the Mayor to execute the TCMS, Inc. HVAC 3 year Maintenance Agreement.

Fiscal Impact: The contract cost is \$18,900 .00 for 2017, increasing to \$19,848.00 for 2018 through January 31, 2020. City Staff believes this will reduce the City’s annual HVAC maintenance cost, as currently we pay on an as needed repair basis. City Staff also believe there will be fewer disruptions in HVAC operations such as the summertime failures experienced in 2016 and the winter heating failures in 2015.

**GOODS & SERVICES AGREEMENT
FOR
ORDINARY MAINTENANCE
between the City of Edgewood and
TCMS**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and TCMS, Inc organized under the laws of the State of Washington, located and doing business at 8310 30th Ave NE; Lacey, WA 98516 (hereinafter the "Vendor").

AGREEMENT

I. DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

Scope of Work & Schedule pursuant to Schedule A, attached hereto and incorporated herein.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services customary and usual for an ongoing comprehensive HVAC maintenance agreement as outlined in Exhibit A, Scope of Work. The TERM of the agreement shall be three years unless terminated pursuant to article VI.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$4,725 per quarter until February 01, 2018 at which time the rate shall increase to \$4,962 per quarter until January 31, 2020, including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Agreement. The City shall pay the Vendor the following amounts according to the following schedule:

Vendor shall be paid monthly upon submission of a monthly invoice detailing the quarterly agreed upon base fee, together with any charges identified in Exhibit A as additional cost. The City will endeavor to process vendors invoice promptly and in no instance will a properly authorized and presented invoice, that is not disputed, be paid later than 30 days after receipt.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Agreement, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VI. TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Agreement.

VII. CHANGES. The City may issue a written change order for any change in the goods, materials or services to be provided during the performance of this Agreement. If the Vendor determines, for any reason, that a change order is necessary, Vendor must submit a written change order request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Vendor knew or should have known of the facts and events giving rise to the requested change. If the City determines that

the change increases or decreases the Vendor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Vendor fails to require a change order within the time allowed, the Vendor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the change order work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

The Vendor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Vendor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Vendor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Vendor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Vendor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. This Agreement is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION. Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in

connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

XIII. INSURANCE. The Vendor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit B, attached and incorporated by this reference.

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. Pursuant to Chapter 3.80 of the Edgewood City Code, the City requires its contractors and consultants to use recycled and recyclable products whenever practicable. A price preference may be available for any designated recycled product.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

VENDOR:	CITY OF EDGEWOOD:
By: _____ (signature)	By: _____ (signature)
Print Name: <u>Todd Wyche</u>	Print Name: <u>Daryl Eidinger</u>
Its <u>General Manager</u> (title)	Its <u>Mayor</u>
DATE: _____	DATE: _____

NOTICES TO BE SENT TO: VENDOR: Todd Wyche, General Manager TCMS, Inc. 8310 30th Ave NE Lacey, WA 98516 360.493.8870(telephone)	NOTICES TO BE SENT TO: CITY OF EDGEWOOD: City Clerk City of Edgewood 2224 104th Avenue East Edgewood, WA 98372-1513 (253)952.3299(telephone) clerk@cityofedgewood (email)
	APPROVED AS TO FORM: _____ City Attorney, Carol Morris

EXHIBIT A, PAGE 1 OF 10

GUARANTEED LIFETIME PROTECTION

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

This GUARANTEED LIFETIME PROTECTION (GLP) program provides the Customer with an ongoing, comprehensive maintenance program for the lifetime of the contract and all renewals thereof. The GLP program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; air fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

City of Edgewood

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
1	Air Handler(s) HRU - 1 1 - Supply Fan Motor	Greenheck			1.5 HP	
1	Package Unit(s) WWHP - 1 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Compressor	Climate Master			3 HP 5 Tons 5 Tons	
1	GSHP - 1 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.3 HP 3 Tons	
1	GSHP 2 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.25 HP 2 Tons	
1	GSHP 3 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.25 HP 2 Tons	
1	GSHP 4 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.25 HP 2 Tons	
1	GSHP 5 1 - Evaporator Fan Motor	Climate Master			0.25 HP	

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

City of Edgewood

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
	Package Unit(s)					
	1 - Heating Section					
	1 - Compressor				1 Tons	
1	GSHP 6	Climate Master				
	1 - Evaporator Fan Motor				1 HP	
	1 - Heating Section					
	1 - Compressor				5 Tons	
1	GSHP 2-1	Climate Master				
	1 - Evaporator Fan Motor				0.25 HP	
	1 - Heating Section					
	1 - Compressor				1 Tons	
1	GSHP 2-2	Climate Master				
	1 - Evaporator Fan Motor				0.25 HP	
	1 - Heating Section					
	1 - Compressor				1 Tons	
1	GSHP 2-3	Climate Master				
	1 - Evaporator Fan Motor				0.25 HP	
	1 - Heating Section					
	1 - Compressor				1 Tons	
1	GSHP 2-4	Climate Master				
	1 - Evaporator Fan Motor				0.25 HP	
	1 - Heating Section					
	1 - Compressor				1 Tons	
1	GSHP 2-5	Climate Master				
	1 - Evaporator Fan Motor				0.25 HP	
	1 - Heating Section					
	1 - Compressor				1 Tons	

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

City of Edgewood

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
	Package Unit(s)					
1	GSHP 2-6 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.3 HP 3 Tons	
1	GSHP 2-7 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.5 HP 4 Tons	
1	GSHP 2-8 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.5 HP 3 Tons	
1	GSHP 2-9 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.12 HP 1 Tons	
1	GSHP 2-10 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.12 HP 1 Tons	
1	GSHP 2-11 1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor	Climate Master			0.25 HP 2 Tons	
1	GSHP 2-12	Climate Master				

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

City of Edgewood

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
	Package Unit(s)					
	1 - Evaporator Fan Motor				0.12 HP	
	1 - Heating Section					
	1 - Compressor				1 Tons	
1	GSHP 2-13	Climate Master				
	1 - Evaporator Fan Motor				0.25 HP	
	1 - Heating Section					
	1 - Compressor				2 Tons	
1	GSHP 2-14	Climate Master				
	1 - Evaporator Fan Motor				0.12 HP	
	1 - Heating Section					
	1 - Compressor				1 Tons	
1	GSHP 2-15	Climate Master				
	1 - Evaporator Fan Motor				0.12 HP	
	1 - Heating Section					
	1 - Compressor				1 Tons	
1	GSHP 2-16	Climate Master				
	1 - Evaporator Fan Motor				0.25 HP	
	1 - Heating Section					
	1 - Compressor				2 Tons	
1	GSHP 2-17	Climate Master				
	1 - Evaporator Fan Motor				0.75 HP	
	1 - Heating Section					
	1 - Compressor				5 Tons	
1	GSHP 2-18	Climate Master				
	1 - Evaporator Fan Motor				0.5 HP	
	1 - Heating Section					

Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

City of Edgewood

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
	Package Unit(s)					
	1 - Compressor				3 Tons	
1	GSHP 2-19	Climate Master				
	1 - Evaporator Fan Motor				0.75 HP	
	1 - Heating Section					
	1 - Compressor				5 Tons	
1	GSHP 2-20	Climate Master				
	1 - Evaporator Fan Motor				0.75 HP	
	1 - Heating Section					
	1 - Compressor				5 Tons	
	Special Pump(s)					
1	P-1	Taco			0.5 HP	
1	P-2	Taco			0.5 HP	
	Includes thermostats related to equipment.					

Air Filter Service

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

Unit	Qty	Size	Type	Changes/Yr
Package/Split System(s)				
WWHP - 1	4	20 X 20 X 1	Ext. Surface Pleated	2
GSHP - 1	1	12 X 20 X 2	Ext. Surface Pleated	2
GSHP - 1	1	20 X 25 X 2	Ext. Surface Pleated	2
GSHP 2	2	18 X 18 X 2	Ext. Surface Pleated	2
GSHP 3	2	18 X 18 X 2	Ext. Surface Pleated	2
GSHP 4	2	18 X 18 X 2	Ext. Surface Pleated	2
GSHP 5	1	10 X 10 X 2	Ext. Surface Pleated	2
GSHP 6	2	20 X 20 X 2	Ext. Surface Pleated	2
GSHP 2-6	2	15 X 30 X 2	Ext. Surface Pleated	2
GSHP 2-7	1	20 X 20 X 2	Ext. Surface Pleated	2
GSHP 2-7	1	20 X 24 X 2	Ext. Surface Pleated	2
GSHP 2-8	1	20 X 25 X 2	Ext. Surface Pleated	2
GSHP 2-8	1	12 X 20 X 2	Ext. Surface Pleated	2

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

*Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

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Air Filter Service

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

Unit	Qty	Size	Type	Changes/Yr
GSHP 2-9	1	10 X 20 X 1	Ext. Surface Pleated	2
GSHP 2-10	1	10 X 20 X 2	Ext. Surface Pleated	2
GSHP 2-11	2	18 X 18 X 2	Ext. Surface Pleated	2
GSHP 2-12	1	10 X 20 X 2	Ext. Surface Pleated	2
GSHP 2-13	2	18 X 18 X 2	Ext. Surface Pleated	2
GSHP 2-14	1	10 X 20 X 2	Ext. Surface Pleated	2
GSHP 2-15	1	10 X 20 X 2	Ext. Surface Pleated	2
GSHP 2-16	2	18 X 18 X 2	Ext. Surface Pleated	2
GSHP 2-17	2	18 X 30 X 2	Ext. Surface Pleated	2
GSHP 2-18	1	20 X 25 X 2	Ext. Surface Pleated	2
GSHP 2-18	1	12 X 20 X 2	Ext. Surface Pleated	2
GSHP 2-19	2	16 X 30 X 2	Ext. Surface Pleated	2
GSHP 2-19	1	12 X 20 X 2	Ext. Surface Pleated	2
GSHP 2-20	2	16 X 30 X 2	Ext. Surface Pleated	2

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

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Air Filter Service

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

Unit	Qty	Size	Type	Changes/Yr
GSHP 2-20	1	12 X 20 X 2	Ext. Surface Pleated	2
Air Handler(s) HRU - 1	6	16 X 25 X 2	Ext. Surface Pleated	2

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

*Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

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Schedule 5

Special Services/Provisions

Proposal Date	Proposal Number	Agreement No.
09/02/2016	PG16240	

The Delta control system is not covered under the Guaranteed Lifetime Protection program due to the unavailability of replacement parts.

EXHIBIT B

INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

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

Revised 2/26/15

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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