



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tues., June 27, 2017 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance, Roll Call, Additions/Deletions

2. AUDIENCE COMMENT

3. PRESENTATION (pg. 3) – Chief Bud Backer, East Pierce Fire and Rescue

4. CONTINUED CLOSED RECORD REVIEW PROCEEDING (pg. 17)

A. Planned Residential Development for Domus Homes, File No. 16-5633

5. MAYOR’S REPORT

6. CONSENT AGENDA (pg. 67) : *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of June 13, 2017,

B. Study Session Meeting Minutes of June 20, 2017.

C. **AB17-028**, a motion approving June 2017 Budgeted Expenditures as follows: IRS 941 ACHs; Deferred Compensations Program; Dept. of Retirement Systems and Payroll Direct Deposit in the amount of \$59,031.93; and Vendor Check Numbers 22796-22812 with EFT Payments in the amount of \$184,226.58. Total distributions submitted for review & authorization in the amount of \$243,258.51

D. **AB17-0375 (pg. 84)**, a motion adopting Resolution No. 17-0375, authorizing the Mayor to execute an on-call contract for services with Transpo Group USA, Inc.

E. **AB17-0376 (pg. 96)**, a motion adopting Resolution No. 17-0376, authorizing the Mayor to execute an on-call contract for services with Gray & Osborne, Inc.

F. **AB 17-029 (pg. 108)**, a motion authorizing the posting of the 2016 Annual Report to the city’s website under the Finance page.

7. COUNCIL BUSINESS

A. **AB17-0377 (pg. 157)**, a motion adopting Resolution No. 17-0377, in accordance with Edgewood Municipal Code, Chapter 18.60.010, instructing the City’s Planning Commission to begin their Phase II analysis of the proposed Comprehensive Plan Amendments to the Future Land-Use Map, following the Commissions proposed timeline for completion and providing a recommendation on the proposed changes to the City Council for their consideration

B. **AB17-0378 (pg. 191)**, a motion adopting Resolution No. 17-0378, adopting the 2016 supplement to the 2000 Tacoma-Pierce County Solid Waste Management Plan and recommitting the City of Edgewood to its partnership with Pierce County

8. COUNCIL COMMENTS

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.

9. EXECUTIVE SESSION

10. ADJOURN



2017 Fire Department Update

August 1 Ballot Measure
Fire and EMS Levies



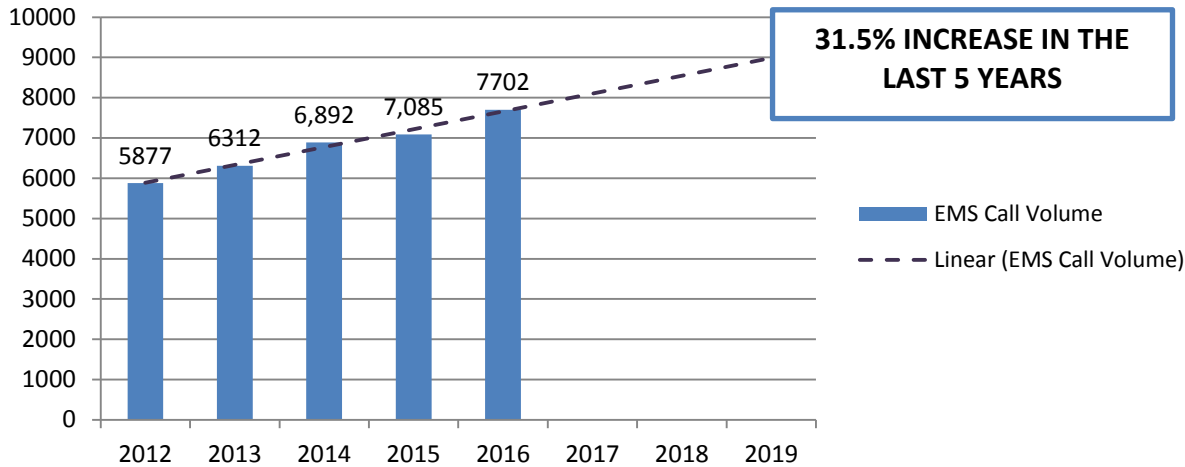
WHERE COMPASSION
AND
ACTION MEET

Facing Challenges

- Increasing demand for service
- Medic (EMS) workload
- Short staffed Engine Companies
- Emergency Vehicles
- Facilities

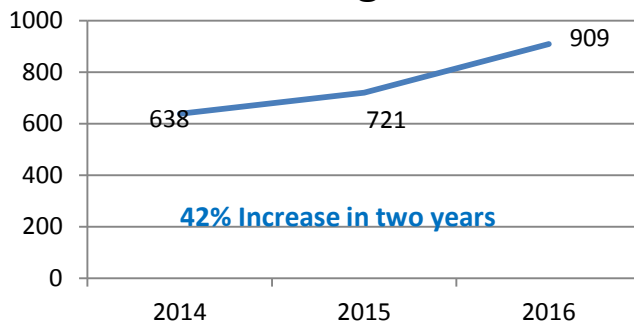


EMS Call Volume Rising Rapidly

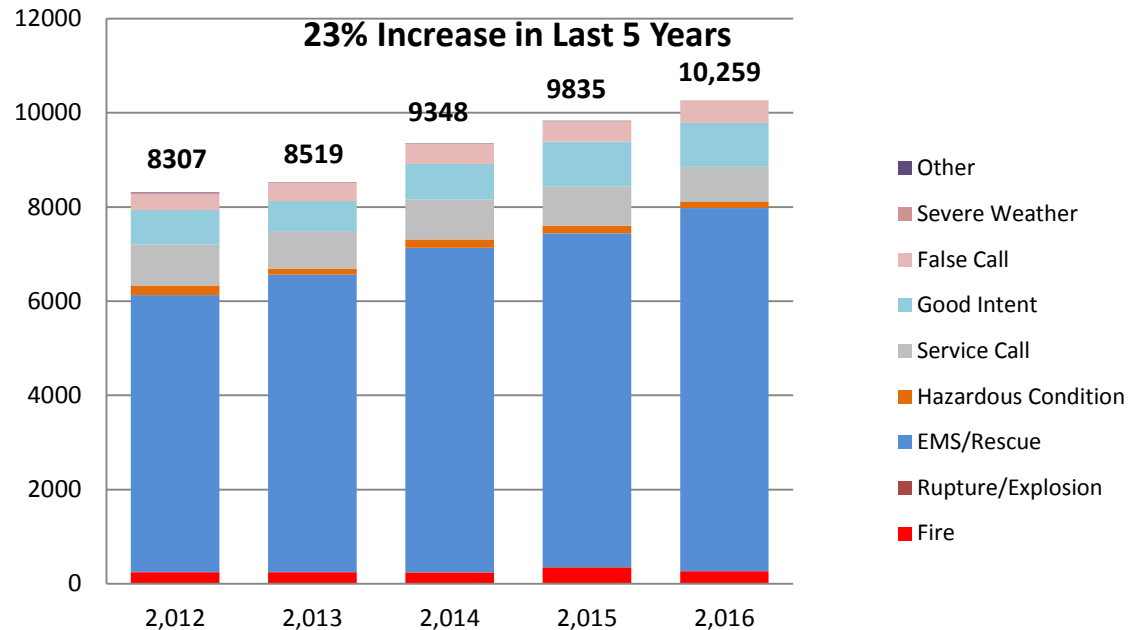


**Demand
For
Service**

Responses to Eight Senior Housing Facilities



EPFR Annual Call Volume for All Incidents



2016 Unit Committed or Availability

Station	Apparatus	No. of calls	Duration hours	Percentage of time on calls	Average Time per Call
Station 111	E111	2609	1125	12.8%	0:25:53
in Bonney Lake	M111	2410	2611	29.8%	1:05:02
Station 112	E112	1784	789	9.0%	0:26:33
same 2 FF staff E112	M112	193	215	2.5%	1:06:51
Station 113	L113/E113	2650	1127	12.8%	0:25:35
in Sumner	M113	2315	2334	26.6%	1:00:35
Station 114	E114	1178	558	6.4%	0:28:27
same 2 FF staff E114	M114	158	167	1.9%	1:03:17
Station 116	E116	1400	677	7.7%	0:29:08
Foothills (234 th Ave)	M116	2027	2541	29.0%	1:15:14
Station 118	E118	2133	957	10.9%	0:26:56
In Edgewood	M118	1758	1869	21.3%	1:03:56

NOTE: Industry best practice is to add resources when units in a given area are on calls 20% or more. A 5TH Medic Unit is needed now, with a 6th not that far off if call volume growth continues.



Customer Satisfaction Survey

- Survey Period 2015
- 653 Surveys sent
 - Randomly sent to 10% of patients
- 253 Returned (38.7% Return Rate)
 - An additional 10.7% returned by USPS as undeliverable.



- **3.2% AVERAGE OR BELOW**
- **4.4% GOOD**
- **92.4% EXCELLENT**



Major EMS Benefit

- **Paramedic Level Response & Transport**

EPFR invoices insurance BUT NOT the **Citizen/patient**. You will have **NO Out of Pocket or Co-Pay**, saving you about **\$110** (if not more) per transport.



2016 87% of The 5,559 transports were citizens

**Saved our citizens Approximately
\$530,000**



How do we Address Rising Service Demand?

- 5th Medic Unit is Needed Now (6th not far off)
 - Requires Equivalent of 9 Employees each
 - Approximately **\$1,300,000** in Labor Costs each
- Must Increase Engine Company Staffing Levels
 - Will allow less units dispatched to some incidents
 - Improves efficiency
 - Allows for immediate rescue operations



Fire Engines Under Staffed



National Standard	Regional Standard	Required to Enter Building for Rescue	EPFR Current Staffing on 5 Engines
 	 	 	 

**15 Additional
Positions Needed
(22 Firefighters)**



**WAC 296-305 REQUIRES AT LEAST 3 FIREFIGHTERS
ON SCENE TO ALLOW 2 TO ENTER BUILDING FOR A RESCUE**



About \$2.9 Million Budget Increase

Facilities and Apparatus Needs

- Sta 111 – Bonney Lake
- Sta 112 – Prairie Ridge
- Sta 124? - Milton
- Ladder Truck (1)
- Fire Engines (6)
- Already Completed Using Reserves
 - Updated (re-chassis) Medic Units (5th to be done this summer).
 - Replaced 2 of 3 Brush Engines



How Do We Do All of That?

- Applied for SAFER Grant to Hire 9 Firefighters
 - Waiting to hear if awarded (Sept. 2017)
- Lift Fire and EMS Levies in August 2017
 - Multi Year Lift Lids for 4 years
 - Provides Revenue to Staff 5th Medic Unit
 - 9 New positions
- Bond Issue for Stations/Apparatus in 2018
 - Form Citizen Committee



One Step at a Time

- Lift Levy Lids in 2017 to Improve Staffing
 - Incremental increases in staffing only
 - Would take an M&O Levy or other source to address all staffing needs.
 - Applied for SAFER Grant (If Awarded will improve 3 out of 5 Engine Companies)
- Bond issue in 2018 for Vehicles and Facilities



How Do We Compare?

2017 Collection Rate Comparisons								
		EMS	Fire	M&O	Benefit Charge*	TOTAL OPERATIONAL	Bond	Total with Bond
1	West Pierce	0.5	1.5	1.226		3.226		
2	Riverside	0.453	1.5	0.826		2.779		
3	Orting	0.464	1.34	0.635		2.439		
4	Graham	0.5	1.5	0.392		2.392	0.206	2.598
5	Central Pierce	0.5	1		0.86	2.36	0.144	2.504
6	Key Peninsula	0.5	1.47	0.378		2.348		
7	Roy	0.5	1.5			2		
8	Gig Harbor	0.5	1.468			1.968		
9	Ashford	0.486	1.429			1.915		
10	East Pierce	0.5	1.387			1.887		
11	Fife (contract w/Tacoma)	0.482	1.368			1.85		
12	Browns Point	0.351	1			1.351		
*Benefit Charge is represented by an average rate/1,000. Actually charged by square ft.								

EPFR SEEKING
TOTAL OF \$2
(FIRE + EMS)



Lid Lift – Property Owner Impact

TOTAL INCREASE FOR BOTH LEVIES OVER 2017 (at 6% AV Growth)

PROPERTY VALUE	2018 TOTAL INCREASE	MONTHLY INCREASE
\$300,000	\$70.50	\$5.88
\$400,000	\$94.00	\$7.83
\$500,000	\$117.50	\$9.79

	2018 Funding Growth
No Lid Lift	\$ 844,800
With Lid Lift	\$ 2,772,072
Difference	\$ 1,927,272

Including new construction



QUESTIONS?

THANK YOU!

- CONTACT INFORMATION
- Chief Bud Backer
- 253-863-1800
- chief@eastpiercefire.org
- eastpiercefire.org



@EastPierceFire



@EastPierceFireandRescue



City of Edgewood

2221 Meridian Avenue East
Edgewood, WA 98371-1010

Phone (253) 952-3299 Fax (253) 952-3537

MEMORANDUM

TO: Mayor and City Council

FROM: Community Development Director Kevin Stender
ACA – Municipal Services, Aaron Nix

DATE: June 13, 2017 & *June 27, 2017*

RE: **DOMUS HOMES PLANNED RESIDENTIAL DEVELOPMENT**
CLOSED RECORD HEARING ON HEARING EXAMINER
RECOMMENDATION

Application: On October 28, 2016, the City of Edgewood received an application for a Planned Residential Development (PRD) (Domus Homes). This application was accompanied by an application for a preliminary plat for Domus Homes. The preliminary plat *subdivision application* was heard separately by the Examiner on April 24, 2017, *approved and was not appealed within the legal time frame as mandated under City code and State law.*

SEPA Decision: On January 11, 2017, the City issued a Determination of Nonsignificance, which was not appealed.

Staff Report: On February 2, 2017, the City Staff prepared a staff report to the Hearing Examiner on the PRD, in accordance with Edgewood Municipal Code (EMC) 18.50.095, Planned Residential Developments.

Open Record Public Hearing. On January 26, 2017, notice was provided to the public of the Hearing Examiner's open record public hearing on the PRD. This open record public hearing was held on February 9, 2017.

Criteria for Approval: According to EMC Section 18.50.095(N), the Hearing Examiner is required to base his/her decision on the following:

1. Suitability of the site area for the proposed development;
2. Requirements of the subdivision code, if applicable, for the proposed development;
3. Reasons for density bonuses or adjustments;

4. Any recommended mitigation measures and conditions of approval, including, without limitation, the amount and location of open space areas;
5. Time limitations for the entire development and specified stages;
6. Development in accordance with the Edgewood Comprehensive Plan; and
7. Public purposes that have been served by the proposed development.

Hearing Examiner's Recommendation: On February 27, 2017, the Hearing Examiner issued his recommendation of approval for the Domus Homes PRD with 56 conditions. The Hearing Examiner's recommendations are based on specific items that the code outlines as it pertains to Planned Residential Developments, as outlined here and obtained from Edgewood Municipal City Code. Included below these criteria is the specific reasoning that the City's Hearing Examiner gave in regard to advising for approval in this case for this PRD application:

18.50.095 Planned residential developments.

A. A planned residential development (PRD) permits an increase in density when compensating factors for open space and other specific amenities within a development as outlined within this chapter are provided. It is the purpose of this chapter to create open space in residential developments and to encourage innovative site and building design by permitting greater flexibility in zoning requirements than would otherwise be permitted by this title.

In addition to the other criteria set forth in this chapter, a PRD must:

1. Promote the retention of significant features of the natural environment, including without limitation waterways and views;

The project retains a significant feature of the natural environment, namely a wetland and buffer in the northwest corner, and also provides additional landscaping and screening along the east property line. The development will have no impact on waterways or views.

2. Encourage a variety of housing types in relation to the city's existing housing stock; The project will provide a new housing type (townhouses) that presently does not exist in the City's housing market.

3. Encourage maximum efficiency in the layout of streets, utility networks and other public improvements; and

The site plan shows maximum efficiency in the layout of streets, utility networks, and other public improvements. The project provides both north/south and east-west access routes, as well as the opportunity for continuation of the north-south street to serve other parcels.

4. Create and/or preserve usable open space for the enjoyment of the occupants and the general public.

The applicant proposes a park for the enjoyment of occupants and will also provide sidewalks and pathways for walking and jogging.

This Recommendation is included in the Council packet.

City Council's Review and Decision: On June 13, 2017, the City Council held a closed record hearing on the Domus Homes PRD, pursuant to EMC Section 18.50.095(O) and continued the Hearing to their June 27, 2017 Council Meeting. Staff was asked to provide the Council with supporting documentation related to transportation, specifically, the Traffic Impact Analysis's that were made part of the record as part of the PRD application and presented to the City's Hearing Examiner. The Applicant, nor any of their representatives were present at the Closed Record Hearing that was held and continued at the Council's June 13, 2017 Council Meeting. No additional testimony or evidence may be presented, although the applicant may present oral argument based on the evidence in the administrative record. The Staff may also present the Staff Report.

At the conclusion of the closed record hearing, the City Council will review the criteria for approval (cited above). If the Council agrees with the Hearing Examiner's decision to approve the PRD with the conditions, it may either adopt the Hearing Examiner's Recommendation as the Council's findings and conclusions; or, the Council may adopt their own findings and conclusions to support the Council's decision. However, the Council's decision must be based on the evidence in the administrative record.

After the Council deliberates and votes, it should direct the City Staff to prepare the appropriate written decision, to be presented at the next City Council meeting, in order to allow Staff adequate time to draft the Council's desired decision for a final vote. In this particular case, this would occur at the Council's July 10, 2017 Council Meeting.



CITY OF Edgewood

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

2224 104th Avenue East, Edgewood, Washington 98372-1513

February 27, 2017

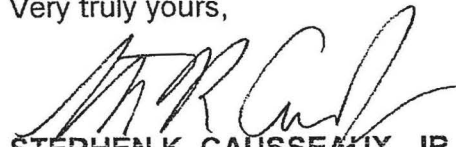
Craig A. Peck & Associates
11402-40th Avenue East
Tacoma, WA 98446

RE: 16-5633
Domus Homes Planned Residential Development

Dear Applicant:

Transmitted herewith is the Report and Recommendation of the City of Edgewood Hearing Examiner relating to the above-entitled matter.

Very truly yours,



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

SKC/jjp
cc: Parties of Record

1X

OFFICE OF THE HEARING EXAMINER

CITY OF EDGEWOOD

REPORT AND RECOMMENDATION

PROJECT FILE NO.: 16-5633
Domus Homes Planned Residential Development

APPLICANT: Craig A. Peck & Associates
11402-40th Avenue East
Tacoma, WA 98446

PLANNER: Kirk Rappe, Associate Planner

SUMMARY OF REQUEST:

Planned Residential Development approval to allow improvement of a 5.83 acre parcel with one commercial lot and 55 townhomes. The site is located east of Meridian Avenue East at 10413-11th Street East, Edgewood.

SUMMARY OF RECOMMENDATION: Approve, subject to conditions.

PUBLIC HEARING:

After reviewing Planning and Community Development Department Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on February 9, 2017, at 9:04 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

EXHIBIT "1"	- Planning and Community Development Department Staff Report
Att. A	- PRD Application
Att. B	- Site Plan
Att. C	- Landscape/Planting Plan
Att. D	- Tree Retention Plan
Att. E	- Zoning Map
Att. F	- Notice of Application, Affidavit of Publication and Posting

- Att. G** - **SEPA**
- Att. H** - **Mitigated Determination of Nonsignificance**
- Att. I** - **Notice of Hearing, Affidavit of Publication**
- Att. J** - **Water Company Availability Letter**
- Att. K** - **Certificate of Sewer Availability**
- Att. L** - **Public and Agency Comments**
- Att. M** - **Design Review Application, Checklist, Elevations**
- Att. N** - **Surface Water Compliance, Stormwater Report, Review Letter**
- Att. O** - **Wetland Delineation Assessment Report and Restoration Plan, Review Letter**
- Att. P** - **Traffic Impact Analysis, Review Letter**
- EXHIBIT "2"** - **Diagram**
- EXHIBIT "3"** - **Jeff Stokes Photographs**
- EXHIBIT "4"** - **David Zadradnik Submittal**
- EXHIBIT "5"** - **Full Sized Site Plan**

The Minutes of the Public Hearing set forth below are not the official record and are provided for the convenience of the parties. The official record is the recording of the hearing that can be transcribed for purposes of appeal.

KIRK RAPPE appeared, presented the City Staff Report, and testified that the applicant proposes 55 attached townhomes that will require minimal intrusion into a wetland buffer, and will include construction of a storm drainage facility. The responsible official issued a MDNS following SEPA review and received no appeals. The site is located north of the View Pointe project currently under construction. The parcel has mixed zoning of Commercial and MR-2. Abutting uses include a vacant parcel to the north and single-family to the east. Access will be provided by public roads that will extend north and south and east and west across the parcel. He received one comment relating to privacy, possible damage of an onsite septic system, and tree removal. The stormwater system and grading must meet City standards and a condition requires protection of trees. The PRD allows a combination of the density of both zones. The applicant could construct a maximum of 141 dwelling units, but proposes 55. The TIA was reviewed by the City's expert, who found it appropriately addresses the traffic impacts. Private roads will extend through the site to provide access to all units. Traffic mitigation will consist of the construction of 11th Street and the payment of Traffic Impact Fees. Staff finds that the project meets all PRD requirements and design standards, and therefore recommends approval subject to 55 conditions. The parcel size is 5.83 acres and the maximum density is 141 units, not the 262 units reflected in the MDNS. The Examiner makes a recommendation to the City Council, which makes the final decision to approve or disapprove.

KEVIN STENDER appeared and referred to the code section that requires a recommendation to the Council. The Council considers the Examiner's decision and the complete file in a closed record hearing. The Council can impose additional requirements.

JEREMY METZLER, City engineer, appeared and referred to the recent Washington Supreme Court case that ruled stormwater standards are not vested. Therefore, the City has held this project to its current stormwater regulations. The present regulations allow four exceptions if infiltration is provided. A discussion was held regarding the requirement for a commercial building that meets the minimum ten percent of the overall footprint of the project. Such requires a 4,200 square foot commercial building. MR. RAPPE suggested a condition requiring notice on the title and a note on the plat. The roads will have a paved surface.

CRAIG PECK, applicant, and professional engineer, appeared and testified that he attended the neighborhood meeting. He introduced Exhibit 2, a full set of site plans. Concerning the septic drainfield, their infiltration pond will be below the elevation of the drainfield. They have also changed the design of the buildings abutting the east property line to provide more privacy for adjacent homes. He has reviewed all 55 conditions and has no concern about any. He also has no concerns about the condition regarding the size of the commercial building.

JEFF STOKES appeared and testified that he is here in a spirit of support. He owns the abutting property to the north and needs to address the stormwater concerns on his property and the high cost of stormwater facilities. He performed a wetland delineation and also had questions regarding the eventual access to 8th Street. He introduced Exhibit 3, photographs of flooding. The water is coming from storm vaults located on Meridian. He and other property owners need a pipe across Meridian. The current pipe that he would use is over burdened and was not accounted for in the recent reconstruction. Mr. Peck is correct that they are squeezing to get under the maximum flow the pipe can accommodate. He has explored the stormwater issue since May, 2011, but cannot get his runoff to an appropriate storm drainage line on an adjacent parcel. The pipe at 11th and Meridian causes flooding and he can't get an easement to the appropriate pipe that would accommodate his runoff. The stormwater problem was not created by Mr. Peck or Mr. Otness, but the City needs to deal with the overall problem now.

DAVE ZAHRADNIK appeared and testified that he owns the property between Meridian and this project. He echoes Mr. Stokes' testimony. All are working in a spirit of cooperation. The problems were created during the Meridian upgrade. They have an extreme stormwater problem. He has owned his property for about 20 years and never had water behind it until the road improvement. He then introduced photographs of flooding as Exhibits 4 and 5. The Exhibit 5 photo was taken this morning from his phone.

MR. METZLER reappeared and testified that he and the overall City have been working for a solution. DOT designed the Meridian improvements and allowed the City very little input. The City is trying to correct the problems created by DOT. They are encouraged by this project getting to the connection point, as such will improve the water situation for the whole area. One property owner will not agree to provide an easement across their

property that would solve the storm drainage problems for everyone. The City continues working on a citywide solution. They are trying to solve the problem.

MR. STOKES reappeared and testified that the City argues that drainage is the State's fault, and the State argues that it is the City's fault. We can't get anywhere if we are pointing fingers at each other.

No one spoke further in this matter and the Examiner took the matter under advisement. The hearing was concluded at 9:55 a.m.

NOTE: A complete record of this hearing is available in the office of City of Edgewood Planning and Community Development Department.

FINDINGS, CONCLUSIONS, AND RECOMMENDATION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, heard testimony, and taken this matter under advisement.
2. The City of Edgewood issued a Final Mitigated Determination of Nonsignificance (MDNS_ using the optional DNS process pursuant to WAC 197-11-355 on January 11, 2017 for the project. There were no appeals to the MDNS.
3. All notices were provided and the site was posted pursuant to requirements of the Edgewood Municipal Code.
4. The applicant has a possessory ownership interest in a rectangular, 5.84 acre parcel of property located east of Meridian Avenue East (SR-161) at 11th Street East within the City of Edgewood. Improvements on the site include two, single-family residential dwellings in the eastern and central portions and a workshop/office building in the southwest portion. Access to the parcel is provided via a gravel road constructed within the 11th Street East right-of-way. The parcel measures 332 feet in a north-south orientation and approximately 765 feet in an east-west orientation.
5. The topography slopes downward from the east property line to the west and features steeper grades of ten to 25 percent in the eastern portion, and flatter, 4-8 percent grades in the western portion. Vegetation was previously cleared and the site is presently overgrown with grasses, blackberries and shrubs, but also has scattered coniferous and deciduous trees. The parcel supports a 3,305 square foot, Category III wetland in the northwest corner that requires a 50 foot wide buffer.
6. The applicant requests approval of a planned residential development (PRD) and design review to allow improvement of the site with 55 single-family, attached

homes (townhomes) and one commercial lot. Development of the site will require removal of all improvements. The site plan shows access provided from Meridian via 11th Street East that the applicant will construct to City standards. Access is also provided via a north-south street located in the western portion of the site that will connect to the north-south street serving the View Pointe residential development on the abutting parcel to the south. The applicant will extend said road to its north property line to allow an eventual connection to the north to 8th Street.

7. The site plan shows the wetland and buffer preserved in an undisturbed Tract A at the northwest corner of the parcel. Tract B abuts the south property line of Tract A and will provide the location for a park and the stormwater facilities for the overall project. The commercial lot (Lot 1) is located between the south property line of Tract B and the 11th Street East right-of-way. All 55 townhomes are shown to the east of the internal, north-south road. The site plan shows three rows of townhomes in six buildings extending in an east-west orientation, and two buildings located in a north-south orientation adjacent to the east property line. An internal drive circulates through the townhome buildings to provide access to all units. The site plan shows three story structures with garages on the ground floor.
8. Abutting uses include the View Pointe subdivision to the south, a church and partially developed commercial site to the north, and single-family residential homes to the east and west. Zoning of abutting properties includes Commercial (C) to the west, Mixed Residential Two (MR-2) to the north and south, and Single-Family Three (SF-3) to the east.
9. The applicant's parcel is split zoned as the eastern portion is within the MR-2 classification and the western portion within the C classification. The applicant requests approval of a PRD that would allow a blending of authorized densities within the two zone classifications. The C classification authorizes retail/service businesses and multi-family development while the MR-2 classification allows multi-family and single-family development. The applicant proposes a mix of one commercial lot and 55 townhomes on individual lots. Lot sizes will vary between 1,574 and 2,235 square feet. Units will have either three or four bedrooms and will vary in size between 1,842 and 2,402 square feet. Utilizing densities authorized by the PRD in accordance with the EMC, the applicant could construct a maximum of 141 residential units, but proposes 55. The project thus provides a step-down in use intensity from the commercial area along Meridian to the single-family residential neighborhoods to the east.
10. The project complies with applicable policies with the City of Edgewood Comprehensive Plan as set forth on pages 4-6 of the Staff Report. Of particular note, the project protects a Category III wetland and buffer in accordance with the goals and policies of the Natural Environment Element. The applicant also proposes a land use consistent with the City's vision. The project proposes 55 townhomes on individual lots, a housing type presently unavailable within the City.

The project will provide a new, full service access onto Meridian at 11th Street East and will also provide an alternative, north-south road that will eventually extend to 8th Street.

11. Section 18.50.095(J)(2) EMC sets forth the process for determining the overall density authorized for a split zoned parcel. Said section authorizes a total of 80 percent of the density of the combined total allowed in the underlying zones. For the reasons set forth in Finding 5 on page 11 of the Staff Report, the maximum number of dwelling units allowed calculates to 141. As previously found, the applicant proposes less than half of the authorized density. The building on the commercial parcel must measure at least ten percent of the gross floor area of improvements within the commercially zoned area of the parcel. The gross floor area (footprint) of the townhomes in the commercially zoned area of the parcel calculates to 42,650 square feet. Therefore, the minimum commercial building size must equal 4,265 square feet. Proposed Lot 1 has sufficient size to accommodate such building size as well as the required number of parking spaces. A recommended condition addresses this requirement.
12. Section 18.50.095(H) EMC requires the provision of onsite open space in an amount equal to 20 percent of the total, gross floor area of all structures within the overall PRD. The gross floor area calculates to 105,577 square feet, which requires a minimum of 21,115 square feet of open space. The applicant proposes 43,996 square feet of open space, which also includes a park tract of 17,131 square feet. The project will also satisfy the tree preservation requirements of the EMC.
13. The applicant submitted a Traffic Impact Analysis (TIA) prepared by Heath & Associates, a qualified traffic engineering firm. The City's traffic engineering consultant, Transpo, reviewed the TIA (and a revision thereof) and found that the revision adequately addresses the proponent's traffic impacts and access to the site. Mitigation requires payment of City Traffic Impact Fees at building permit application as well as construction of 11th Street East to a standard that includes a minimum 20 foot wide, pavement section and a gravel pathway on the north side of the street. The Lakehaven Utility District will provide sanitary sewer service to the project site, and the Mt. View-Edgewood Water Company will provide both domestic water and fire flow. The applicant or future owners must also satisfy the City's school and park impact fee requirements.
14. Concerns were raised by a neighbor to the east regarding potential adverse impacts on her onsite septic drainfield, removal of trees along the joint property line, and security during project development. The applicant's storm drainage infiltration area will be located well to the west of the neighbor's east property line and at a lower elevation than all residential drainfields to the east. Thus, the PRD storm drainage system will have no impact on septic drainfields. The applicant has committed to preserving all trees along the joint property line and will also construct a berm and fence along said joint property line to provide protection and privacy for abutting

owners. The applicant also redesigned the townhouses adjacent to the east property line by lowering the deck to the first floor and providing the berm/fence. Stormwater will flow to the west away from the single-family parcels, and compliance with EMC requirements will ensure no erosion will occur during construction. The EMC also includes site development requirements.

15. The most significant issue raised at the public hearing concerned the inability of off-site property owners to drain stormwater from their sites beneath SR-161 following its reconstruction by the State Department of Transportation. Property owners acknowledge that the City, and specifically the City engineer, is working with them in an effort to provide a stormwater solution. All parties agree that at present a sole property owner refuses to grant a utility easement that would allow the installation of a storm drainage pipe across its parcel to a culvert beneath SR-161 that has adequate capacity to convey all stormwater drainage to Surprise Lake. Property owners requested assistance from the Examiner in arriving at a solution. Property owners also believe that if the issue is not addressed as part of the PRD approval process, it likely cannot be successfully addressed in the future. Property owners introduced photographs of flooding on their sites and further noted that they are paying for the sewer LID, but are not able to develop their parcels.
16. When the Edgewood City Council adopted a hearing examiner system, it set forth the authority of the hearing examiner in Chapter 2.40 EMC. The Council authorized its hearing examiner to issue decisions or recommendations on various types of land use applications and appeals. The City examiner has authority to issue decisions/recommendations on site specific projects, but does not have authority to resolve disputes between property owners (easements) or to resolve area wide drainage or other issues. Thus, the Examiner cannot address the off-site property owners' dilemma regarding storm drainage. The Examiner's authority is limited to providing a recommendation to the Edgewood City Council as to whether or not the proposed PRD satisfies all criteria set forth in the EMC. In the present case the applicant's storm drainage system must meet the current storm drainage criteria within the EMC in accordance with the recent Washington Supreme Court decision of Snohomish County et. al., v Pollution Control Hearings Board et. al., Case Number 92805-3, issued on December 29, 2016. Compliance with said criteria assures that the PRD makes appropriate provision for its storm drainage.
17. Section 18.50.095(N) EMC sets forth findings an Examiner must include in the recommendation to the City Council. Findings on each criteria are hereby made as follows:
 - A. The site is suitable for the proposed development as it is generally rectangular and gently sloping. The project protects critical areas and provides more than ample room for the proposed improvements. The site plan shows a neat, efficient layout for future residents, easy access for emergency vehicles, and circular walking routes for pedestrians.

- B. The project satisfies all criteria for preliminary plat approval as set forth in the findings above. The project makes appropriate provision for the public health, safety, and general welfare for open spaces, drainage ways, streets, roads, alleys, other public ways, critical areas, transit stops (no improvements requested), parks and recreation and playgrounds, schools and school grounds, and safe walking conditions.
 - C. The applicant has requested no density bonuses or adjustments.
 - D. Recommended conditions of approval are set forth hereinafter.
 - E. Time limitations for completion of development are set forth within the City subdivision code, and the applicant proposes no phasing of development. The applicant must obtain final plat approval within five years pursuant to EMC 16.04.170.
 - F. As previously found, the project complies with applicable goals and policies of the Comprehensive Plan and is consistent with uses contemplated in both the Commercial and MR-2 designations.
 - G. The proposed PRD will serve the public use and interest by providing an attractive location for a joint, commercial/residential development that provides an appropriate use intensity step-down from the commercial uses along Meridian to the single-family subdivisions to the east.
18. The project satisfies the criteria set forth EMC 18.50.095(A) as follows:
- A. The project retains a significant feature of the natural environment, namely a wetland and buffer in the northwest corner, and also provides additional landscaping and screening along the east property line. The development will have no impact on waterways or views.
 - B. The project will provide a new housing type (townhouses) that presently does not exist in the City's housing market.
 - C. The site plan shows maximum efficiency in the layout of streets, utility networks, and other public improvements. The project provides both north-south and east-west access routes, as well as the opportunity for continuation of the north-south street to serve other parcels.
 - D. The applicant proposes a park for the enjoyment of occupants and will also provide sidewalks and pathways for walking and jogging.

19. The PRD meets the design and layout goals set forth in EMC 18.50.095(E) as it positively accentuates and harmonizes the relationship of the project to surrounding zones and existing uses. The perimeter landscaping and tree retention requirements minimizes undesirable impacts of the PRD on adjacent properties to the east for the reasons previously found. Commercial uses exist to the north and west and a compatible residential use is under construction to the south. The project also satisfies the three specific criteria set forth in said section as it serves as a zone transition feature and provides buffering to the single-family dwellings to the east. Buffering, landscape features, and fencing are provided along the north, east, and south property lines. As previously found the project incorporates streets and site improvements to enhance on-site planning, and streets that can provide internal access to off-site parcels.
20. As set forth in the Staff Report the perimeter setbacks are comparable to existing development on abutting parcels, and the overall PRD lot size exceeds the minimum of three acres. The project provides more than twice the amount of open space required. The applicant will establish a homeowners association that will assume responsibility for maintenance of the common open space areas and park. Sufficient parking areas are shown for both the commercial and residential uses. As previously found the applicant does not request bonus density; to the contrary, the density is less than half of that authorized by the PRD process.

CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider and make recommendations to the Edgewood City Council on the issues presented by this request.
2. The request for PRD approval satisfies all criteria set forth in EMC 18.50.095 as well as all criteria for a preliminary plat set forth in EMC 16.04.080. The Edgewood City Council should therefore approve the Domus Townhomes PRD subject to the following conditions:
 1. The Mitigated Determination of Nonsignificance was issued on January 11, 2017. The conditions are hereby incorporated fully and shall be incorporated into the design of the project and considered conditions of the final PRD approval.
 2. The applicant shall provide adequate site control measures for erosion control for the proposed movement of up to 19,000 cubic yards of soil. If soil is proposed to be moved on or off of the site during site development, the applicant shall provide a trip plan showing the route of travel. Any routes that have been damaged and require repair based on actions associated with the project shall be repaired at the expense of the applicant to pre-site development condition.

3. During construction, the stockpiling of excavated materials or backfill materials shall meet the TESC plans and specifications as approved. Material stockpile locations shall be approved prior to stockpiling of soils by the City of Edgewood.
4. In accordance with EMC Chapter 13.25, all oils, hydraulic fluids, fuels, other petroleum products, paints, solvents, and other deleterious materials must be contained onsite during construction, and removed in a manner that will prevent their discharge from the site, either to surface waters or soils. The cleanup of spills shall take precedence over other work on the site.
5. During construction, if any contaminated soil is suspected or discovered, testing of the it shall be removed and sent to approved sites and appropriate documentation of the disposal shall be made available upon request.
6. Dust control measures shall be performed during site development and any home construction, as needed due to soil conditions during periods of dry weather. Dust control measures shall be addressed in the SWPPP.
7. Appropriate provisions shall be made to minimize the tracking of sediment by construction vehicles onto paved public roads during site development and home construction. If sediment is deposited, it shall be cleaned by the end of each working day by shoveling or sweeping. Water cleaning shall only be done after the area has been shoveled out or swept.
8. Provisions (tire washings of vehicles or approved alternatives (e.g. quarry spalls) shall be made to minimize the tracking of sediment by construction vehicles onto paved public roads during site development and apartment home construction. If sediment is deposited, it shall be cleaned every day by shoveling or sweeping. Water cleaning shall only be done after the area has been shoveled out or swept.
9. The applicant shall submit and receive final design review approval prior to site development application in accordance with EMC 18.95.
10. If the applicant proposes fences on individual lots, the applicant shall submit a Sight Distance Study that evaluates the impact of proposed lot fences on roadway sight distance for review by the City. The study shall be submitted and reviewed prior to issuance of the site development permit.
11. The applicant shall provide a copy of the facility maintenance plan prior to permit issuance of the first apartment building to address all common spaces as well as building maintenance and shall specifically include provisions regarding stormwater maintenance referencing the Operation and

Maintenance (O&M) Manual prepared by the Engineer of Record, landscaping, parking lot, site lighting and general building maintenance and lighting maintenance. The manual shall include:

- A landscape maintenance plan including irrigation system maintenance.
 - A parking lot maintenance plan for striping and future overlay/coating.
 - Reference to the International Property Maintenance Code requiring regular maintenance of the project's structures, and associated appurtenances.
12. Addresses for individual buildings shall be obtained from the City prior to submittal for the final plat. Addresses shall be assigned and displayed in accordance with the International Fire Code (IFC).
 13. The applicant shall comply with the comments provided by the Mountain View Edgewood Water Company found in Part 4 – Agency/Public Comments, Section b, above.
 14. The applicant shall comply with the comments provided by Lakehaven Utility District found in Part 4 – Agency/Public Comments, Section c, above.
 15. The applicant shall comply with the comments provided by East Pierce Fire and Rescue found in Part 4 – Agency/Public Comments, Section d, above.
 16. The applicant submitted a Design Standards Review Checklist as prescribed within EMC 18.95 including documents regarding building design, landscaping and irrigation. A Design Review Letter requesting additional information be provided was sent to the applicant on January 10, 2017.
 17. The applicant shall provide an updated site plan including patterned crosswalks that meet the Edgewood Meridian Avenue/State Route 161 corridor parallel road standards (Ordinance No. 07-0279). The patterned sidewalks shall connect sidewalks along the east side of the parallel road, crossing the private road connections to the north-south parallel road. A patterned crosswalk shall also cross the parallel road to the proposed park/stormwater tract and cross the parallel road at the SE corner of the Commercial tract to the SW corner of the project site tract.
 18. The color elevations indicate differentiating materials may be used on the buildings. In addition to the color schemes provided, the applicant shall provide material samples, material sample photos and material information, or weblinks to information on proposed differentiating material that is proposed.

19. The applicant shall submit rear elevations for buildings 4, 5, 7, and 8 on the construction plans for review and approval by the City.
20. The applicant shall install screening, composed of a free-standing wall or trellis and landscaping, in front of the electrical meters proposed for the end walls of buildings 1, 4, and 7 facing the proposed north-south public road per EMC 18.95.040 I.2.b.
21. The applicant shall install landscaping around the perimeter of the site per EMC 18.90.090. Type IV (25-foot solid barrier) landscaping shall be installed along the property boundaries with single family zoned properties (the east boundary of the site), and along the north and south property lines in the MR-2 zone section of the subject property. The applicant shall install Type I (15 foot Vegetative Buffer) landscaping along the property boundary of the Commercially zoned portion of the site.
22. The applicant shall install Type II Streetscape landscaping along all public and private road frontages in accordance with EMC 18.90.090.
23. Compliance with EMC Chapters 13.05 (Stormwater Manual- Site Development Regulations) and 13.25 (Illicit Stormwater Discharges) is required during and following any site development activity.
24. Engineered storm water drainage facilities are required for all disturbed areas of the project site. The applicant shall provide a Stormwater Site Plan in accordance with EMC Chapter 13.05 and the 2005 DOE Stormwater Management Manual for Western Washington (SMMWW) at the time of site development. The plan shall include Stormwater Pollution Prevention Plan (SWPPP) addressing Minimum Requirement Two for all proposed development. The applicant shall provide engineering plans for City approval prior to site development approval.
25. A Temporary Erosion and Sedimentation Control (TESC) plan must be submitted with the SWPPP prior to site development permit issuance, approved by the City Engineer, and implemented during site development and any future home construction. Said plan and SWPPP must adequately propose BMP measures to address the movement of 19,000 cubic yards of earth, as proposed. If removal of material is necessary, the applicant shall prepare a haul route plan for review and approval. Prior to approval of site development permits, the applicant shall prepare a haul route plan for review and approval for import of material from an approved off-site source.
26. As more than one (1) acre of land disturbance is expected, the applicant shall acquire a National Pollution Discharge Elimination System (NPDES) permit and provide a copy of the permit to the City of Edgewood prior to site

development permit issuance. A Certified Erosion and Sediment Control Lead (CESCL) shall be present throughout the construction of site development improvements, implement and maintain the SWPPP, and provide regular reports to the City of Edgewood.

27. Any proposed surface water discharged from the project site (including areas bypassing proposed facilities) must meet all of the Minimum Requirements of the SMMWW, with any stormwater modeling of pre-development conditions assuming "forested" land coverage and using the "42 IN EAST" precip I evap station (or equivalent). Any dispersion facilities proposed for stormwater mitigation purposes (including overflows) must demonstrate adequate flowpath length on the project site and outside of any sensitive areas (EMC 13.05.170).
28. As discharge from the site is proposed and a potential capacity problem has been identified within one-quarter mile of the proposed improvements, a complete downstream analysis consistent with Volume I, Section 2.6.2 of the 2005 DOE SMMWW must be prepared and submitted with the site development application. This analysis must clearly identify existing drainage problems downstream (based on existing tributary flows), evaluate the capacity of the existing downstream conveyance, consider other tributary properties in the capacity analysis, and propose measure(s) to ensure downstream property will not be adversely impacted by the proposal.
29. If onsite retention is proposed, in-situ infiltration testing must be performed on the project site to determine the design infiltration rate, consistent with the 2005 DOE SMMWW, 2012 LID Manual, or the 2015 Pierce County Manual's Falling Head Test (Appendix IIIA). All applicable correction factors must be applied to the chosen infiltration test method. All retention facilities shall be modeled with an overflow riser, even if no overflow is provided or proposed, to properly simulate and identify any potential for overflow.
30. The applicant's geotechnical engineer shall verify and confirm soil conditions and design infiltration rates during and following construction of any proposed storm water retention BMPs, including facilities designed using Low Impact Development (LID) techniques. If conditions are different than design, the applicant's geotechnical engineer shall provide a revised infiltration rate and the stormwater retention BMPs shall be redesigned accordingly. Revisions shall be submitted to the City of Edgewood and approved prior to implementation and final construction approval. Corrections and/or design errors may require revisions to the plat.
31. The applicant shall provide right of entry by the City of Edgewood for all storm water facilities prior to final site development approval. If constructed conditions are found to be different than those designed and approved, the applicant's engineer shall revise the stormwater system accordingly. Any

revisions shall be provided to the City of Edgewood and approved prior to implementation and final site development construction approval. Corrections and/or design errors may require revisions to the plat.

32. The applicant shall submit street improvement construction plans for the proposed public parallel and onsite loop private roadways, for review and approval by the City Engineer, prior to final plat submittal. Improvements shall be designed in compliance with EMC Title 12 (Streets, Sidewalks and Public Places), which adopts Pierce County Code (PCC) Title 12 by reference. The specific cross section shall be in accordance with the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County," and Pierce County Standard Drawing PC.A3.2 and as described herein.
33. The public parallel road (104th Avenue East) shall be designed in accordance with Ordinance 07-0279, regarding the Meridian Corridor Roadway Network and meeting the City's Commercial Collector Cross Section, with cement concrete barrier curb and gutter, buffer and sidewalk with closed drainage. The public road right-of-way shall be 50-foot minimum, with a minimum 22-foot drive lane, 4.5-foot landscape buffers, 6-foot concrete sidewalks, 1.5-foot concrete barrier curb and gutter with storm drainage, and a minimum asphalt road surface thickness of 3 inches. The applicant may propose 8-foot concrete parallel parking strips on one or both sides of the road. The applicant shall dedicate the public road right-of-way to the City of Edgewood upon approval and acceptance of the construction and at the time of final plat approval.
34. Prior to final site development construction approval the applicant shall dedicate the public road (104th Avenue East) Right-of-Way and the approved public road system to the City of Edgewood.
35. The onsite private road shall include, at minimum, a 20-foot drive lane per City of Edgewood Local Street cross-section and PCC Section 17B.20.040, Table 17B.20.040-3, a minimum-1.5-foot curb and gutter section on both sides of the road, a stormwater management system per EMC 13.05, a 4-foot landscaping strip, and a 5-foot concrete sidewalk. Any dead-end segment of road with centerline length over 150 feet must have an EVA turnaround. The site development plans must be submitted to the City of Edgewood and be approved prior to site development commencement.
36. Tract 'C' (Private Road Tract) must include the entire width of the roadway improvements, from back-of-sidewalk to back-of-sidewalk, with a minimum width of 40 feet. This road improvement area may be designated as a separate tract and/or an easement over the individual lots.

37. The applicant shall submit street improvement construction plans for the new roadway intersections to the proposed private road from the public parallel road, for review and approval by the City Engineer, prior to final plat submittal. The intersections shall be constructed in accordance with EMC Title 12, which adopts by PCC Title 17B, including Section 17B.1 0.060, the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County." Details on the roadway intersection improvements may be found in Chapter 5: Access and Intersections.
38. The applicant shall submit offsite access improvement construction plans for 11th Street East, for review and approval by the City Engineer, prior to final plat submittal. Improvements shall include, at minimum, a 20-foot drive lane per City of Edgewood Local Street cross-section and PCC Section 17B.20.040, Table 17B.20.040-3, a minimum-1.5-foot curb and gutter section on both sides of the road, a stormwater management system per EMC 13.05, and a 5-foot gravel pathway for pedestrian access on the north side of the road, all designed in accordance with EMC Title 12. For ease of stormwater facility construction, the access may be sloped all to one side (north preferred).
39. The applicant shall submit lighting plans for the project site, consistent with City of Edgewood design standards, for review and approval by the City Engineer, prior to final short plat submittal. Vehicle-level street lighting shall be provided at the three proposed intersections and near the southeast corner of the project, per PCC 17B.20.005, Table 17B.20.005-2, as incorporated in EMC Title 12. Installation, utility charges, and ongoing maintenance of private roadway street lighting shall be the responsibility of the developer and future homeowner's association (HOA). Street lights in the parallel road (1041h Avenue East) ROW shall become City property upon dedication of the street to the City and the City will take responsibility for this street lighting in the public ROW.
40. The applicant shall submit a plan detailing all roadway signs (in and adjacent to public right-of-way) in accordance with Manual on Uniform Traffic Control Devices (MUTCD) standards, for review and approval by the City Engineer, prior to site development permit Issuance.
41. Patterned concrete crosswalks shall be installed at intersections with the private road system and 1041h Avenue East (north-south parallel road) on the east side of the 104th Avenue East providing a continuous pedestrian walkway along the east side of the 104th Avenue East from the south property line to the north property line of the development. Additional crosswalks shall be provided crossing 1 041 A venue East for access to the park/stormwater tract and to provide a continuous east-west pedestrian walkway on the north side of 11th Street East across 104th Avenue East. The patterned concrete

crosswalks shall be installed per the City of Edgewood Roadway Design Standards, Roadway Detail Drawing "Detail C."

42. The design and construction of the new roadways and pedestrian improvements shall meet or exceed current Americans with Disabilities Act (ADA) requirements. This includes but is not limited to design of sidewalk transitions, curb ramps, street crossings, and lighting.
43. The applicant shall coordinate with the Puyallup School District regarding the location and construction of future bus stops within the project area prior to site development approval and shall provide a letter from the Puyallup School District providing location approval at the time of site development application.
44. Any significant trees to be retained that may be affected by grading activity shall incorporate tree wells in accordance EMC 18.90.180(2)(e)(i)(G). An area free of disturbance, corresponding to the dripline of the significant tree's canopy shall be identified and protected during the construction stage with a temporary three-foot-high chain-link or plastic net fence. No impervious surfaces, fill, excavation, storage of construction materials, operations or parking of vehicles shall be permitted within the area defined by such fencing or stakes.
45. The applicant shall ensure protection of off-site trees on adjacent properties that have tree root systems that encroach onto the project property.
46. Any installed plant material that dies shall be replaced within the spring or fall growing season following plant loss, but not to exceed three months from the time of loss. In order to guarantee performance of the landscaping requirements, cash bonds or other appropriate security (including letters of credit) in the amount of 125 percent of the estimated cost of the required landscaping shall be required if replacement landscaping is not installed prior to issuance of occupancy permits.
47. A Pre-Construction Meeting with the City of Edgewood shall be held prior to any site development activity and scheduled at least 72 hours in advance. All construction activity shall occur between 7 a.m. and 5 p.m., Monday through Friday. Special provisions to work beyond these hours may be permitted through written request to the Mayor (or designee) a minimum of 48 hours before the special hours or days requested.
48. The wetland and reduced wetland buffer shall be placed in a separate tract from the remainder of the site per EMC 14.30 – Wetlands.

49. The applicant shall place permanent, clearly visible, wetland boundary buffer signs at the edge of the buffer per EMC 14.30- Wetlands prior to any earth moving activities.
50. A Homeowners' Association (HOA) shall be created to address all private improvements within the proposed plat including storm/park tract and stormwater facilities, private streets, curbs and gutters, street lighting, landscaping, and irrigation. Associated Covenants, Conditions and Restrictions (CCRs) shall be submitted at the time of final plat for review and approval. Once approved by the City, the CCRs shall be recorded separately at the time of final plat recording and the recording number shall be handwritten on the face of the final plat and the final plat number hand-written on the cover sheet of the CCRs as cross-reference.
51. The applicant shall coordinate and receive approval from Mt. View-Edgewood Water Company (MTVE) prior to final site development approval. The applicant shall provide water service improvements in accordance with the MTVE requirements and provide MTVE approval to the City prior to final site development approval.
52. The applicant shall pay School Impact Fees to the Puyallup School District in accordance with EMC 4.1 0.
53. The applicant shall pay Park Impact Fees in accordance with EMC 4.20.
54. The applicant shall pay Traffic Impact fees in accordance with EMC 4.30.
55. If significant changes are made to the proposal, additional documentation and study will be required to be submitted to the City and supplemental SEP A environmental review will be required.
56. The commercial building on Lot 1 shall have a minimum footprint of 4,265 square feet. Lot 1 shall provide the required number of parking spaces for said building.

RECOMMENDATION:

It is hereby recommended that the Edgewood City Council approve the Domus Townhomes PRD subject to the conditions contained in the conclusions above.

RECOMMENDED this 27th day of February, 2017



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 27th day of February, 2017, to the following:

APPLICANT: Craig A. Peck & Associates
11402-40th Avenue East
Tacoma, WA 98446

OTHERS:

Jeff Stokes
909 Meridian East
Edgewood, WA 98371

Dave Zahradnik
927 Meridian
Edgewood, WA 98372

Jeanette Wheeler
17817-28th Avenue East
Tacoma, WA 98445-4321

Jim Otness
973 Altadena Drive
Fircrest, WA 98466

Carol Hubbird
10601-10th Street Court East
Edgewood, WA 98372

CITY OF EDGEWOOD

PROJECT FILE NO.:

16-5633

Domus Homes Planned Residential Development

NOTICE

RECONSIDERATION:

Any aggrieved party or person affected by the recommendation of the Examiner may file with the department a written request for reconsideration based on any one of the following grounds materially affecting the substantial rights of said party or person:

- A. Errors of procedure or misinterpretation of fact, material to the party seeking the request for reconsideration.
- B. Irregularity in the proceedings before the Examiner by which such party was prevented from having a fair hearing.
- C. Clerical mistakes in the official file or record transmitted to the Examiner, including errors arising from inadvertence, oversight, or omission, which may have materially affected the Examiner's recommendation on the matter.

The request must be filed on forms provided by Edgewood City Hall along with required reconsideration fee no later than 4:30 p.m. on **March 8, 2017**, (7 working days) with the Edgewood City Hall. This request shall set forth the bases for reconsideration as limited by the above. The Examiner shall review said request in light of the record and take such further action as he/she deems proper; including, but not limited to, denying the request, granting the request, with or without oral argument, and may render a revised recommendation. The recommendation of the Examiner shall be subject to reconsideration only one time, even if the Examiner reverses or modifies the original recommendation.

NOTE: In an effort to avoid confusion at the time of filing a request for reconsideration, please attach this page to the request for reconsideration.



City of Edgewood, Washington

2224 104th Avenue East, Edgewood WA 98372-1513

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

Staff Report and Recommendation Domus Homes Planned Residential Development Public Hearing February 9, 2017 9:00 AM

To: Stephen Causseaux, Jr., Hearing Examiner
From: Kirk Rappe, Associate Planner
Kevin Stender, Community Development Director
Date: February 2, 2017
Subject: Public Hearing for Domus Homes PRD

Summary: Staff recommends approval of this Planned Residential Development to construct 55 new residential single-family attached townhomes on 5.83 acres in the Commercial and Mixed Residential Two zones. The purpose of the project is to provide a mix of living space options and a commercial site with the City of Edgewood consistent with zoning. The project proposes to construct eight townhome buildings, extension of the north-south public road (to be dedicated to the City), a wetland tract, park/stormwater infiltration tract, and commercial lot. The project requires minor intrusion into the wetland buffer. The applicant proposes buffer averaging and wetland enhancement including installation of native plant species within the buffer to mitigate for project impacts. This recommendation is based on the suggested findings of fact and conditions contained within Part 5 – Staff Recommendation.

Part 1 – General Information

FILE NUMBER: 16-5633

LOCATION: 10413 11th Street East, Edgewood, WA 98372

TAX PARCELS: 0420033084

APPLICANT: Craig A. Peck & Associates, 11402 40th Avenue East, Tacoma, WA 98446

PROPOSAL:

The applicant submitted a Planned Residential Development, SEPA Checklist, Design Review, and Surface water Compliance Application for Domus Homes, a single-family townhome residential project to construct 55 townhomes on 5.83 acres of land on a split-zoned lot zoned Commercial (C) and Mixed Residential Two (MR-2).

LEGAL DESCRIPTIONS:

0420033084: Section 03 Township 20 Range 04 Quarter 32 : N 1/2 OF S 1/2 OF NW OF SW
OF SEC LESS W 683.6 FT THEREOF SEG F 2490

ZONING:

C – Commercial and MR-2 – Mixed Residential Two

COMPREHENSIVE PLAN DESIGNATION:

C – Commercial and MR-2 – Mixed Residential Two

CRITICAL AREAS:

The property contains one Category III wetland.

ENVIRONMENTAL (SEPA) REVIEW:

The City of Edgewood issued a Final Mitigated Determination of Nonsignificance (MDNS) using the optional DNS process pursuant to WAC 197-11-355 on January 11, 2017 for the project. There were no appeals to the MDNS.

UTILITIES:

- The project is located within the Sewer LID and associated Phase I Sewer Area as defined and shown within the City's General Sewer Plan. A Certificate of Sewer Availability was issued on January 29, 2013 for the parcel that will be developed with need for sewerage.
- The applicant received a Certificate of Water Availability for the proposal from the Mt. View-Edgewood Water Company on November 1, 2016. Water service will be provided through the extension of existing water main(s).

EXHIBITS:

The following exhibits are found in the binder submitted with the Staff Report.

- A. PRD Application
- B. Site Plan
- C. Landscape / Planting Plan
- D. Tree Retention Plan
- E. City of Edgewood Official Zoning Map
- F. Notice of Application (NOA)/Legal NOA/NOA Affidavit of Publication/Affidavit of Posting/Completeness
- G. State Environmental Policy Act (SEPA) Checklist/Notice of Decision (NOD)/Legal SEPA NOD/ NOD Affidavit of Publication
- H. Mitigated Determination of Nonsignificance (MDNS).
- I. Notice of Hearing (NOH)/Legal NOH/NOH Affidavit of Publication
- J. Mountain View Edgewood Water Company Water Availability Letter
- K. City of Edgewood Certificate of Sewer Availability
- L. Public and Agency comments received

- M. Design Review Application/Design Review Checklist/Color Building Elevations
- N. Surface Water Compliance Application/Preliminary Stormwater Report/Engineering Peer Review Letter
- O. Wetland Delineation Assessment Report and Restoration Plan/Wetland Biologist Peer Review Letter
- P. Traffic Impact Analysis/Transportation Peer Review Letter/Revised Traffic Impact Analysis/Final Transportation Peer Review Letter

Part 2 – Site Characteristics

The subject property is located east of Meridian Avenue East and north of 11th Street East, which terminates at the property. The subject property is currently developed with two single-family residences in the eastern and central portions of the property, a work shop/office building in the southwestern portion of the site, and a shared gravel access road in the 11th Street East right-of-way. The property is bounded on the east and west by existing residential development, on the south by the View Pointe residential single-family project site and the north by a church and partially developed commercial site.

The property generally slopes downward from east to west. The eastern high point of the site starts at a steeper grade of about 10-25 percent. At the about the mid-point of the site the slope flattens to 4-8 percent grade. The soils are Alderwood gravelly loam with other loamy soils. Vegetation on the site consists of previously cleared areas now overgrown with native and invasive grasses, a few coniferous and deciduous trees, blackberries and native shrubs.

A Category III wetland approximately 3,305 sf in size occupies a shallow depression on the northwest corner of the site. The standard buffer width for this category of wetland is 50 feet per the Edgewood Municipal Code.

1. SURROUNDING ZONING: Properties surrounding the project area are zoned Commercial (C), Mixed Residential Two (MR-2), and Single-Family Three (SF-3).
2. ACCESS: Proposed ingress and egress will be from the north-south public road to be constructed on-site which will connect to the north-south public road extension being built on the View Pointe residential site and to either 12th Street or 13th Street Court to Meridian Avenue East. Direct access from the project site to Meridian will also be provided via 11th Street.

Part 3 – Comprehensive Plan

Comprehensive Plan Designation(s):

The applicant is following the Planned Residential Development process of the City code which allows for a blending of density requirements for single-family or multifamily development in certain zones such as Commercial and Mixed Residential Two. The Commercial designation accommodates a wide range of commercial development, such as retail and service businesses. The designation also allows for multifamily development and single-family attached, such as townhouses (as a conditional use). The Mixed Residential Two designation allows for

residential, civic, and utility uses but limits commercial uses. This designation allows for single-family attached or detached dwellings and multifamily dwelling units.

Comprehensive Plan Goals And Policies:

The following are goals and policies from the Comprehensive Plan that are applicable to the proposal:

NATURAL ENVIRONMENT ELEMENT (Chapter 1)

GOAL NA. I: Protect and enhance the natural environment for the benefit of current and future generations.

Policy NA.I.a: *Conduct all City operations in a manner that minimizes adverse environmental impacts, including policy and regulatory decisions, budget decisions, public projects and departmental operations.*

GOAL NA.II: Protect and enhance water quality.

Policy NA.II.d: *Require new development to utilize stormwater best management practices, such as low impact development and other natural drainage techniques.*

Policy NA.II.g: *Protect and preserve areas that are critical for aquifer recharge, such as wetlands, streams, and water bodies.*

LAND USE ELEMENT (Chapter 2)

GOAL LU.I: Establish a future land use pattern that is consistent with the City's vision.

Policy LU.I.i: *The Mixed Use Residential designation is intended to accommodate a range of medium density residential housing types and to provide a visual and functional transition between residential neighborhoods and areas of more intensive development. A mix of land uses is allowed, including commercial, professional and other uses that are compatible with neighborhood character.*

Policy LU.I.k: *The Commercial designation is intended to accommodate a wide range of commercial uses, including large-format retail, auto-oriented commercial uses and regional scale commercial uses. Compatible uses are also allowed.*

GOAL LU.II: Promote a land use pattern that strengthens Edgewood's identity and sense of place.

Policy LU.II.b: *Promote community character and identity, including consideration of the following:*

- *Compatibility with natural site characteristics*

- *Development at a scale and character appropriate to the site and surrounding vicinity.*
- *Design that reflects the community's current and historical character.*
- *Landscaping to enhance building and site appearance.*

GOAL LU.III: Promote development that respects and preserves the natural environment.

Policy LU.III.a: *Provide design flexibility to encourage the preservation and integration of existing natural site features in new development, including clusters of trees, watercourses, slopes, and open spaces*

GOAL LU.IV: Promote the quality, character and function of residential neighborhoods.

Policy LU.IV.a: *Consider natural constraints, surrounding development and proximity to services and facilities when establishing residential densities.*

LAND USE ELEMENT (Chapter 3)

GOAL CC.I: Promote commercial and residential development that is carefully considered, aesthetically pleasing, and functional.

Open Space

Policy CC.I.m: *Preserve and encourage open space as a dominant element of the community's character through parks, trails, water features, cemeteries and other significant properties that provide public benefit.*

GOAL CC.II: Promote the creation of highly usable public spaces that maintain community character and increase public safety.

Public Spaces

Policy CC.II.a: *Ensure that public places are designed to include pedestrian amenities such as seating, landscaping, kiosks, walkways, pavilions, canopies and awnings.*

Policy CC.II.b: *Consider the edges of public places that abut adjacent property for special design treatment to create a buffer effect.*

Pedestrian Linkages

Policy CC.II.d: *Provide clear and identifiable systems of accessible sidewalks, walkways and trails.*

Street Corridors

Policy CC.II.f: *Encourage street designs that provide safe pedestrian design elements, especially at the corners of intersections.*

HOUSING (Chapter 4)

GOAL H.III: Promote a mix of housing types to meet the needs of current and future residents.

Policy H.III.c: *Encourage residential infill development on vacant or underutilized sites in areas with appropriate land use designations.*

Policy H.III.d: *Increase the diversity of the City's housing stock by encouraging construction of moderate- and higher-density housing, such as apartment buildings, mixed use developments, townhomes, cottage housing and garden apartments, in appropriate land use designations.*

Policy H.III.e: *Encourage a range of unit sizes to accommodate different household types, including single person households, two-person households, households with children, households with seniors and group households with unrelated people living together.*

TRANSPORTATION ELEMENT (Chapter 5)

GOAL T.I: Develop a safe and efficient street system that accommodates all transportation modes and maximizes people-carrying capacity. Improve the operating efficiency of the existing system and maintain the capacity to adequately serve present and future travel demand.

Policy T.I.c: *Require dedication of roadway rights-of-way as part of new development consistent with the appropriate functional classification, adopted road standards and Comprehensive Plan.*

GOAL T.III: Provide clear and identifiable systems of walkways, sidewalks, and trails.

Policy T.III.b: *Develop a non-motorized transportation system that promotes connectivity between residential developments via pathways, trails, and street extensions.*

Part 4 –Agency Review/ Public Comment:

1. Notices:

Application Received:	October 28, 2016
Determination of Completeness:	November 2, 2016
Notice of Application:	November 5, 2016
SEPA Determination:	January 11, 2017
Notice of Public Hearing:	January 26, 2017

A 15-day public comment period was utilized, which ended November 18, 2016. The notice was posted on the site, published in *The News Tribune* newspaper, and mailed to property owners within 300 feet of the project and parties of record on November 5, 2016.

2. GENERAL PUBLIC COMMENTS:

One comment letter from the public was received during the Notice of Application during the comment period. The concerns expressed are summarized as follows:

Comment	Response
Concerns regarding preservation of trees along her property line, that the root systems remain intact and desires extensive soil testing to be performed as assurance against erosion damage.	The City will require protective measures during site development to protect off-site tree root systems (see recommendation #43). Potential site erosion issues will be handled through a required Stormwater Pollution Prevention Plan and required site preparation to prevent erosion (see recommendations #22 – 24).
Desires and additional row of trees to be planted along fence on the Domus property to protect privacy.	The applicant is required to provide a minimum of 10 feet of Type IV landscape strip. The applicant proposes 20 to 25 feet of landscaping. The applicant is also required to plant one deciduous or evergreen tree per 20 linear feet and a 6-foot high fence (see recommendation #21).
Desires written assurances from the Domus property interests that her septic system will not be impacted by the development.	City review of the proposed site stormwater and grading plan indicates that after site preparation, the stormwater system will sit lower than the commenters property and stormwater will flow west away from the single family zoned properties, including her property. Potential erosion issues will be handled as noted in the prior answers.
Requests temporary retaining walls and additional security when site development is underway.	The City requires the applicant to follow City code in establishing hours of construction and erosion prevention as well as to provide site control during construction. In a conversation with the commentor at City Hall on 1/30/17 City Staff explained that the City's police department is made aware when project site preparation activities begin and are connected with the site construction supervisor.

The public comments, where appropriate, have been incorporated into the decision under the “Findings of Fact” or “Conclusions of the Responsible Official.”

3. AGENCY COMMENTS:

An Interagency Memorandum was mailed on November 5, 2016. The City of Edgewood received comments from the following agencies:

a. DEPARTMENT OF ECOLOGY (DOE)

- i. The Washington State Department of Ecology provided comments regarding potential toxics cleanup, water quality, and erosion control. The comments have been incorporated into this SEPA threshold determination conditions where appropriate.

b. MOUNTAIN VIEW-EDGEWOOD WATER COMPANY (MTVE)

- i. Water is available for this plat from a 10" main located along Meridian and a 8" main located at the SW corner of the Slavic Church Property. System pressure is about 80 PSI and the fire flow is 3000 GPM.
- ii. A "to and thru" 8" Class 52 Ductile Iron water main extension is required. The extension shall tie into the existing 10" main located along Meridian with a 3 valve cluster, tie into the Slavic Church main, and tie into the Edgewood View Pointe main. Existing services along Meridian shall be relocated. Main extension shall be constructed per the most current MTVE Developer Standards and centered on a 15' wide easement. Easement shall be recorded using MTVE form. Water main shall not be placed under roadway except for crossings.
- iii. Hydrant locations per EPF&R requirements.
- iv. Install new services per MTVE standard. They shall be clustered and not installed in driveways, parking areas, or sidewalks.
- v. There is one membership for the parent parcel. This membership must be transferred to one of the newly created children parcels.
- vi. Install new services per MTVE standard. They shall be clustered at common lot corners and not installed in driveways, parking areas, or sidewalks.
- vii. All other utilities shall be located at least 36" away from the outside of the water main. Crossings shall be a minimum of 24" over the top or 12" below the water main.
- viii. Plantings and other utility pedestals (phone, power, etc.) shall not block the road side of the meter box and shall be located a minimum of 36" away from the sides and rear of the meter boxes.

c. LAKEHAVEN UTILITY DISTRICT

- i. The City of Edgewood previously issued a Letter of Sewer Availability for the property, required for Lakehaven to process sewer system extension &/or service connections.
- ii. A Lakehaven Developer Extension Agreement will be required to construct new City of Edgewood sanitary sewer facilities necessary for the proposed development, including extend-to-far-edge (northern point in proposed North/South Road) in accordance with long-standing Lakehaven policy. Pipe slopes from existing sewer facilities/point-of-connection to the northerly extend-to-far-edge point should be kept at the allowable minimum (0.5%) to maximize future sewer extensions north of this property. Additional detail and/or design requirements can be obtained from Lakehaven by completing & submitting a separate application to Lakehaven for either a Developer Pre-Design Meeting or a Developer Extension Agreement (application forms attached). Lakehaven encourages owners/developers/applicants to apply for Lakehaven processes separately to Lakehaven, and sufficiently early in the pre-design/planning phase to avoid delays in overall project development.
- iii. The associated Developer Extension Agreement must achieve a point of either Substantial Completion or Acceptance, as determined by Lakehaven prior to activating any new sewer service connection(s).
- iv. Based on the proposal submitted, preliminary estimated Lakehaven sewer service connection fees/charges/deposits (2016 schedule) will be as follows. Actual connection charges will be determined upon submittal of service connection application(s) to Lakehaven. Connection charges are separate from any DE fees/charges/deposits & are due at the time of application for service. All Lakehaven fees, charges and deposits are typically reviewed & adjusted (if necessary) annually, and are subject to change without notice.
 - a. Sewer Service Connection Permit Fee: \$16,500.00 (\$300.00 per building).
 - b. Capital Facilities Charge(s)-Sewer: \$176,330.00 (\$3,206.00 per Equivalent Residential Unit (ERU)).
- v. All comments herein are valid for one (1) year and are based on the proposal(s) submitted and Lakehaven's current regulations and policies. Any change to either the development proposal(s) or Lakehaven's regulations and policies may affect the above comments accordingly.

d. EAST PIERCE FIRE AND RESCUE

- i. The minimum fire flow requirements for detached one-family residential dwellings having a fire flow calculation area which does not exceed 3,600 square feet shall be 1,000 gallons per minute with a minimum duration of 45 minutes. Fire flow and flow duration for dwellings having a fire flow calculation area in excess of 3,600 square feet shall not be less than specified in the International Fire Code. For residential fire-flow requirements, see Section B 105.1 One family dwellings.
- ii. Provide the required fire flow for the building which is based on size and type of construction at at 20 psi residual pressure for 2 hours. (IFC Appendix Table B 105.1). Contact Lane Walthers for additional information (see below).
- iii. An automatic fire sprinkler system shall be installed in all apartments, townhouses and duplexes regardless of square footage and in all single family residences that exceed 5,000 square feet of livable space. A separate permit and plan review submittal is required for the installation of the fire sprinkler system.
- iv. Provide proof of water availability prior to the issuance of building permits for the proposed development.
- v. At the time of a building permit submittal, a fire flow worksheet shall be completed.
- vi. Provide a Fire hydrant at the entrances of the development and on the corner of 11th street with a maximum spacing for fire hydrants serving residences shall be 500 feet at street corners. Additional hydrants may be required.
- vii. All on site fire hydrants shall be 300 feet spacing.
- viii. Fire apparatus access roads shall be provided to within 150 feet of all portions of the exterior walls of the first story of the proposed residence(s) as measured by an approved route around the exterior of the building. The minimum width of the fire apparatus access road more than 2 lots shall be 20 feet wide paved. The access road shall be provided with a driving surface designed to support the imposed load of fire apparatus.
- ix. All fire lanes over 150 feet shall be provided with an approved turnaround and shall adhere to appendix D of the IFC 2015 for the type and size of construction.

- x. Where installed, security gates on fire apparatus access roads shall be equipped for automatic operation by Opticom Pre Emption and a Knox key override switch and shall be designed and installed in accordance with the East Pierce Fire & Rescue requirements for security gates.
- xi. Provide a guarantee of access to all lots/parcels through a recorded easement or other appropriate legal instrument.
- xii. All lots shall be addressed in accordance with the standard adopted by the City of Edgewood, Planning and Community Development Department.

The comments received above have been incorporated into the Findings of Fact, Conclusions and recommended Conditions of Approval.

Part 5 – Staff Analysis/ Findings of Fact:

GENERAL:

1. The applicant submitted a SEPA Checklist with a subdivision application to construct 55 single-family attached dwelling units on 5.83 acres within the Commercial (C) and Mixed Residential Two (MR-2) zones. The proposed project includes one commercial lot, a park/stormwater tract, and wetland tract. A new north-south roadway is proposed that will be dedicated to the City upon completion.
2. The applicant also submitted a Planned Residential Development (PRD) application. A PRD allows for an increase in density when open space and other specific amenities are provided as set forth in EMC 18.50.095.
3. A neighborhood meeting was held on October 10, 2016 in accordance with EMC 16.04.040 and 16.04.080. There were approximately 15 Edgewood residents in attendance.
4. A PRD is allowed in Single Family Five (SF-5), Mixed Residential One (MR-1), Mixed Residential Two (MR-2), and any split-zoned parcel greater than three acres where residential uses are allowed in both zones. The project parcels meet these requirements.
5. The parcel is split-zoned C and MR-2 designations. The applicant has proposed to follow the PRD process identified within EMC 18.50.095(J)(2) which addresses combined density (shifting the overall density within a split zoned parcel). PRD density is calculated for split zoned parcels as 80 percent of the combined total allowed density in the underlying zones. The allowed density in the underlying zones is 8 dwelling units/acre for the MR-2 zone and 48 dwelling units/acre for the C zone. The net developable acreage in the C zone, after subtracting for the Category III wetland and Commercial Lost is 2.5 acres. The net developable acreage in the MR-2 zone is approximately 2.5 acres. The net acreage totals approximately 5.0 acres resulting in a maximum number of dwelling units allowed of 141. The project proposes 55 townhome units coming in below the maximum density allowed.

6. Impervious surface coverage allowed in the C zone is 85%. Impervious surface allowed in the MR-2 zone is 65%. The proposals impervious surface covers 60% of the total site area (3.52 acres of a total of 5.83 acres) and is under the maximum coverage allowed.
7. The applicant proposes a separate Commercial parcel to meet the mixed use requirements of the Commercial zone per EMC 18.80.080 Table 2, footnote I. The Commercial parcel shall accommodate a commercial building (including parking and stormwater mitigation) that is at least 10% of the gross floor area of the development. The gross floor area of the townhomes in the Commercially zoned portion of the parcel is 42,650 sf. Ten percent of this is 4,265 sf, so the minimum Commercial building size shall be at least that size. The applicant demonstrated a Commercial building can be built on the Commercial lot that meets the 4,265 sf size threshold.
8. Open space shall be provided on-site per EMC 18.50.095H at a rate of 20% of total gross floor area of all structures. The gross floor area of all structures proposed is 105,577 sf and the calculated minimum open space to be provided is 21,115 sf. The applicant proposes 43,996 sf of open space (including a park tract of 17,131 sf) which exceeds this requirement.
9. The application was determined to be complete on November 2, 2016. A Notice of Application was mailed to surrounding property owners, published in The Tacoma News Tribune on November 5, 2016, a newspaper of general circulation, mailed to permanent parties of record, faxed for posting in public places, and was posted on the site.
10. Per EMC 18.80.080, the applicant shall submit for design standards approval and shall comply with EMC 18.95, Design Standards. The applicant provided design review documentation with the application that was reviewed by the City and revisions were requested on January 10, 2017. The applicant shall submit revised site design and landscape plan documents as prescribed within EMC 18.95 prior to submission of the site development plans.
11. The applicant provided a tree preservation plan in accordance with EMC 18.90.180 with the application. The applicant proposes to retain two significant trees and replace removed trees at a replacement rate of 1.5x per removed tree. 194 new 2" diameter trees are proposed.
12. The applicant proposes to construct all associated infrastructure for the project and has estimated that approximately 19,000 cubic yards of material will be moved, approximately balanced on-site. Select fill will be imported from off-site permitted sources for special purposes. Import materials such as gravel and select backfill will require the submittal of a haul-route plan at the time of site development application and may also require the submittal of a traffic control plan depending upon frequency and routing of the truck traffic associated with construction.

13. Review of the environmental checklist indicates that development of the site will generate short-term noise and dust during construction. EMC Title 8 adopted the Pierce County Codes regarding noise. Chapter 8.76.060 establishes maximum permissible noise levels. The City has established a policy limiting the hours that construction activity can occur in order to address noise impacts to neighboring residential properties.
14. Review of the environmental checklist indicates that the proposal will have no significant impact on animals, water, noise, environmental health, public services or land use. Additionally, no significant historic or cultural resources have been identified within the proposed project site.
15. Per EMC 18.90.060 any fences proposed on the individual lots must meet height requirements and not obstruct the sight distance of a driveway, private street, or public street. Fences may be a maximum of 4 feet in height in the front yard setback and 6 feet in height in the interior or rear yard setback.

Wetlands/Critical Areas

16. The City critical areas map indicated the presence of a wetland on-site. A Critical Areas checklist was required to be submitted and a wetland analysis report per EMC 14.30.030.
17. The applicant submitted a Critical Areas Checklist and Wetland Analysis Report with the application on October 28, 2016. The City's wetland biologist reviewed the wetland report (Titled: Critical Areas Report- #0420033084) and visited the site to verify conditions and findings of the report. The City's biologist concurred with the report that the wetland is a Category III wetland that would normally require a 50-foot buffer, but the proposed buffer averaging and enhancement as described in the report is consistent with the Edgewood Municipal Code.

Stormwater

18. As submitted, the proposal includes construction of 55 new townhome-style single family residences, extension of a public parallel road from the adjacent View Pointe project to the north boundary (consistent with City of Edgewood Ordinance #07-0279), onsite private road improvements (looped to and from the parallel road for home site circulation and Emergency Vehicle Access), and offsite improvements to 11th Street East (private access). Associated stormwater infrastructure improvements include onsite buried conveyance, water quality treatment and flow control detention I retention facilities, offsite buried conveyance and treatment I flow control facilities, and may include Low Impact Development (LID) techniques such as porous pavement. The applicant proposes to construct all required infrastructure for the project, estimating that approximately 19,000 cubic yards of material will be moved (balanced cut and fill on site).
19. The "Soils Report: Stormwater Feasibility" by GeoResources, LLC provides design infiltration rates based on in-situ Pilot Infiltration Testing (PIT) results, following the procedure listed in the 2005 Department of Ecology (DOE) Stormwater Management

Manual for Western Washington (SMMWW), the vested standard. While the lowest correction factor suggested by the DOE SMMWW is 5.5, a reduced correction factor of 4 was recommended by the geotechnical engineer without any further justification. An addendum dated December 28, 2016 was provided with further explanation and justification, citing the safety factors contained in the 2015 Pierce County Stormwater Management and Site Development Manual (current standard), being an acceptable alternative guidance.

20. While in-situ testing has been performed, said testing was performed during the summer of 2016. Additional testing and observations shall be made during the wet season (winter/spring), per the 2005 DOE SMMWW, Volume III, Section 3.3.8, to confirm the design infiltration rates prior to site development approval. Corrections and/or design errors may require revisions to the plat.
21. The Preliminary Drainage Control Plan contains a basic downstream analysis that identifies a potential capacity problem within one-quarter mile of the proposed improvements. The applicant must provide a quantitative downstream analysis, addressing this potential capacity problem prior to site development approval.

Traffic/Streets

22. The applicant has proposed a location for their segment of the north-south public parallel road in accordance with Ordinance 07-0279, regarding the Meridian Corridor Roadway Network. The City of Edgewood reviewed the applicant's preliminary plans and finds the location of 104th Avenue East (the north-south parallel road) aligns with the existing connection to the network's south (View Pointe Subdivision). In conjunction with the construction of the roadways within the network and at the time of final plat approval, the applicant shall dedicate the 104th Avenue East north-south right-of-way and road system to the City of Edgewood.
23. The new private roadway network proposed for this project shall be in compliance with EMC 12.05, Streets, Sidewalks and Public Places and the specific cross section shall be in accordance with the approved Neighborhood Collector Cross Section drawing. The applicant proposes 20-foot wide drive lane, 5-foot concrete sidewalk, and curb and gutter section. The landscape plan also proposes trees and landscaping along the back of sidewalk. Details on the requirements for the roadway improvements are discussed in the Required Mitigation Section below.
24. Reviewing City of Edgewood Ordinance #07-0279, 11th Street East is not identified as a proposed connection to Meridian Avenue East (SR 161). Any improvements made to 11th Street East shall be consistent with an interim access following Section 4.A.3 of said Ordinance, having no formal intersection with the proposed parallel roadway. Also, if a pedestrian walkway is desired along 11th Street East between the project and Meridian Avenue East, it should be surfaced in such a manner as to deter use of private property by the general public.

25. The City of Edgewood required that the applicant provide a traffic impact analysis to evaluate traffic impacts generated by future development of the proposed 55 residential townhome units to the City of Edgewood road network. Heath and Associates prepared the Edgewood P RD-Domus Homes Traffic Impact Analysis dated October 20, 2016. The report was peer-reviewed by the City's Traffic Engineering Consultant, Transpo on December 21, 2016. Revisions to the report were provided on January 5, 2017, and Transpo provided additional review of the report on January 10, 2017. No additional revisions to the report were requested as a result of the second review. Transpo found that the revised TIA adequately addressed the proponents traffic engineering recommendations associated with traffic and access for the proposed project.
26. In the January 10th, 2017 letter Transpo concurred that mitigation associated with the project shall include payment of traffic impact fees as prescribed by EMC 4.30, Traffic Impact Fees, as well as construction of 11th Street East improvements that include a 20-foot wide (minimum) pavement section and gravel pathway on the north side of the street, will adequately address the traffic impacts from the proposed development.

Improvements/Other Requirements

27. A Homeowners' Association (HOA) shall be created to address all private improvements, including streets, curbs, landscaping, irrigation, sidewalks, stormwater management, and stormwater conveyance per RCW 64.38. Associated Covenants, Conditions and Restrictions (CCRs) shall be submitted at the time of final plat for review and approval.

Part 6 - Conclusions:

The City enters the following conclusions in support of its recommendation:

1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request. Appropriate notice was given.
2. The PRD is consistent with the applicable policies of the City of Edgewood Comprehensive Plan, including encouraging attractive, stable, high quality residential development and encouraging residential development projects to help support commercial areas.
3. The PRD application was received on October 28, 2016, and determined to be complete on November 2, 2016.
4. The utilities in the area of the subject property are adequate to serve the anticipated demand of this proposal. A Certificate of Water Availability and a Certificate of Sewer Availability show that satisfactory utility service is available.
5. Adequate provisions have been made for traffic, streets, parks, schools and storm water. Prior to final City approval, the applicant will be required to construct or bond for the proposed roads and mitigation requirements and provide surface water improvements that will ensure adequate services and facilities are available.

6. As conditioned, the proposal will not be detrimental to public health, safety or welfare. The proposal will provide new residential housing on sites suitable for development.
7. The City has adhered to the permit review requirements of EMC Section 18.40.100, Process III (Hearing Examiner Actions), EMC Title 20.05, SEPA, as well as all other pertinent chapters of the EMC considered with this application.

Part 7- Staff Recommendation/ Conditions of Approval

After review of the submitted materials and the comments received, staff recommends APPROVAL of Application #16-5633, Domus Townhomes Planned Residential Development, a single-family townhome project consisting of 55 dwelling project, **subject to the conditions** described below.

GENERAL PROJECT RECOMMENDATIONS:

1. The Mitigated Determination of Nonsignificance was issued on January 11, 2017. The conditions are hereby incorporated fully and shall be incorporated into the design of the project and considered conditions of the final PRD approval.
2. The applicant shall provide adequate site control measures for erosion control for the proposed movement of up to 19,000 cubic yards of soil. If soil is proposed to be moved on or off of the site during site development, the applicant shall provide a trip plan showing the route of travel. Any routes that have been damaged and require repair based on actions associated with the project shall be repaired at the expense of the applicant to pre-site development condition.
3. During construction, the stockpiling of excavated materials or backfill materials shall meet the TESC plans and specifications as approved. Material stockpile locations shall be approved prior to stockpiling of soils by the City of Edgewood.
4. In accordance with EMC Chapter 13.25, all oils, hydraulic fluids, fuels, other petroleum products, paints, solvents, and other deleterious materials must be contained onsite during construction, and removed in a manner that will prevent their discharge from the site, either to surface waters or soils. The cleanup of spills shall take precedence over other work on the site.
5. During construction, if any contaminated soil is suspected or discovered, testing of the it shall be removed and sent to approved sites and appropriate documentation of the disposal shall be made available upon request.
6. Dust control measures shall be performed during site development and any home construction, as needed due to soil conditions during periods of dry weather. Dust control measures shall be addressed in the SWPPP.

7. Appropriate provisions shall be made to minimize the tracking of sediment by construction vehicles onto paved public roads during site development and home construction. If sediment is deposited, it shall be cleaned by the end of each working day by shoveling or sweeping. Water cleaning shall only be done after the area has been shoveled out or swept.
8. Provisions (tire washings of vehicles or approved alternatives (e.g. quarry spalls) shall be made to minimize the tracking of sediment by construction vehicles onto paved public roads during site development and apartment home construction. If sediment is deposited, it shall be cleaned every day by shoveling or sweeping. Water cleaning shall only be done after the area has been shoveled out or swept.
9. The applicant shall submit and receive final design review approval prior to site development application in accordance with EMC 18.95.
10. If the applicant proposes fences on individual lots, the applicant shall submit a Sight Distance Study that evaluates the impact of proposed lot fences on roadway sight distance for review by the City. The study shall be submitted and reviewed prior to issuance of the site development permit.
11. The applicant shall provide a copy of the facility maintenance plan prior to permit issuance of the first apartment building to address all common spaces as well as building maintenance and shall specifically include provisions regarding stormwater maintenance referencing the Operation and Maintenance (O&M) Manual prepared by the Engineer of Record, landscaping, parking lot, site lighting and general building maintenance and lighting maintenance. The manual shall include:
 - A landscape maintenance plan including irrigation system maintenance.
 - A parking lot maintenance plan for striping and future overlay/coating.
 - Reference to the International Property Maintenance Code requiring regular maintenance of the project's structures, and associated appurtenances.
12. Addresses for individual buildings shall be obtained from the City prior to submittal for the individual building permits. Addresses shall be assigned and displayed in accordance with the International Fire Code (IFC).
13. The applicant shall comply with the comments provided by the Mountain View Edgewood Water Company found in Part 4 – Agency/Public Comments, Section b, above.
14. The applicant shall comply with the comments provided by Lakehaven Utility District found in Part 4 – Agency/Public Comments, Section c, above.
15. The applicant shall comply with the comments provided by East Pierce Fire and Rescue found in Part 4 – Agency/Public Comments, Section d, above.

DESIGN REVIEW RECOMMENDATIONS:

16. The applicant submitted a Design Standards Review Checklist as prescribed within EMC 18.95 including documents regarding building design, landscaping and irrigation. A Design Review Letter requesting additional information be provided was sent to the applicant on January 10, 2017.
17. The applicant shall provide an updated site plan including patterned crosswalks that meet the Edgewood Meridian Avenue/State Route 161 corridor parallel road standards (Ordinance No. 07-0279). The patterned sidewalks shall connect sidewalks along the east side of the parallel road, crossing the private road connections to the north-south parallel road. A patterned crosswalk shall also cross the parallel road to the proposed park/stormwater tract and cross the parallel road at the SE corner of the Commercial tract to the SW corner of the project site tract.
18. The color elevations indicate differentiating materials may be used on the buildings. In addition to the color schemes provided, the applicant shall provide material samples, material sample photos and material information, or weblinks to information on proposed differentiating material that is proposed.
19. The applicant shall submit rear elevations for buildings 4, 5, 7, and 8 on the construction plans for review and approval by the City.
20. The applicant shall install screening, composed of a free-standing wall or trellis and landscaping, in front of the electrical meters proposed for the end walls of buildings 1, 4, and 7 facing the proposed north-south public road per EMC 18.95.040 I.2.b.
21. The applicant shall install landscaping around the perimeter of the site per EMC 18.90.090. Type IV (25-foot solid barrier) landscaping shall be installed along the property boundaries with single family zoned properties (the east boundary of the site), and along the north and south property lines in the MR-2 zone section of the subject property. The applicant shall install Type I (15 foot Vegetative Buffer) landscaping along the property boundary of the Commercially zoned portion of the site.
22. The applicant shall install Type II Streetscape landscaping along all public and private road frontages in accordance with EMC 18.90.090.

STORMWATER RECOMMENDATIONS:

23. Compliance with EMC Chapters 13.05 (Stormwater Manual- Site Development Regulations) and 13.25 (Illicit Stormwater Discharges) is required during and following any site development activity.
24. Engineered storm water drainage facilities are required for all disturbed areas of the project site. The applicant shall provide a Stormwater Site Plan in accordance with EMC Chapter 13.05 and the 2005 DOE Stormwater Management Manual for Western Washington (SMMWW) at the time of site development. The plan shall include Stormwater Pollution Prevention Plan (SWPPP) addressing Minimum Requirement Two for all proposed

development. The applicant shall provide engineering plans for City approval prior to site development approval.

25. A Temporary Erosion and Sedimentation Control (TESC) plan must be submitted with the SWPPP prior to site development permit issuance, approved by the City Engineer, and implemented during site development and any future home construction. Said plan and SWPPP must adequately propose BMP measures to address the movement of 19,000 cubic yards of earth, as proposed. If removal of material is necessary, the applicant shall prepare a haul route plan for review and approval. Prior to approval of site development permits, the applicant shall prepare a haul route plan for review and approval for import of material from an approved off-site source.
26. As more than one (1) acre of land disturbance is expected, the applicant shall acquire a National Pollution Discharge Elimination System (NPDES) permit and provide a copy of the permit to the City of Edgewood prior to site development permit issuance. A Certified Erosion and Sediment Control Lead (CESCL) shall be present throughout the construction of site development improvements, implement and maintain the SWPPP, and provide regular reports to the City of Edgewood.
27. Any proposed surface water discharged from the project site (including areas bypassing proposed facilities) must meet all of the Minimum Requirements of the SMMWW, with any stormwater modeling of pre-development conditions assuming "forested" land coverage and using the "42 IN EAST" precip I evap station (or equivalent). Any dispersion facilities proposed for stormwater mitigation purposes (including overflows) must demonstrate adequate flowpath length on the project site and outside of any sensitive areas (EMC 13.05.170).
28. As discharge from the site is proposed and a potential capacity problem has been identified within one-quarter mile of the proposed improvements, a complete downstream analysis consistent with Volume I, Section 2.6.2 of the 2005 DOE SMMWW must be prepared and submitted with the site development application. This analysis must clearly identify existing drainage problems downstream (based on existing tributary flows), evaluate the capacity of the existing downstream conveyance, consider other tributary properties in the capacity analysis, and propose measure(s) to ensure downstream property will not be adversely impacted by the proposal.
29. If onsite retention is proposed, in-situ infiltration testing must be performed on the project site to determine the design infiltration rate, consistent with the 2005 DOE SMMWW, 2012 LID Manual, or the 2015 Pierce County Manual's Falling Head Test (Appendix IIIA). All applicable correction factors must be applied to the chosen infiltration test method. All retention facilities shall be modeled with an overflow riser, even if no overflow is provided or proposed, to properly simulate and identify any potential for overflow.
30. The applicant's geotechnical engineer shall verify and confirm soil conditions and design infiltration rates during and following construction of any proposed storm water retention BMPs, including facilities designed using Low Impact Development (LID) techniques. If conditions are different than design, the applicant's geotechnical engineer shall provide a

revised infiltration rate and the stormwater retention BMPs shall be redesigned accordingly. Revisions shall be submitted to the City of Edgewood and approved prior to implementation and final construction approval. Corrections and/or design errors may require revisions to the plat.

31. The applicant shall provide right of entry by the City of Edgewood for all storm water facilities prior to final site development approval. If constructed conditions are found to be different than those designed and approved, the applicant's engineer shall revise the stormwater system accordingly. Any revisions shall be provided to the City of Edgewood and approved prior to implementation and final site development construction approval. Corrections and/or design errors may require revisions to the plat.

Street/Road

32. The applicant shall submit street improvement construction plans for the proposed public parallel and onsite loop private roadways, for review and approval by the City Engineer, prior to final plat submittal. Improvements shall be designed in compliance with EMC Title 12 (Streets, Sidewalks and Public Places), which adopts Pierce County Code (PCC) Title 12 by reference. The specific cross section shall be in accordance with the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County," and Pierce County Standard Drawing PC.A3.2 and as described herein.
33. The public parallel road (104th Avenue East) shall be designed in accordance with Ordinance 07-0279, regarding the Meridian Corridor Roadway Network and meeting the City's Commercial Collector Cross Section, with cement concrete barrier curb and gutter, buffer and sidewalk with closed drainage. The public road right-of-way shall be 50-foot minimum, with a minimum 22-foot drive lane, 4.5-foot landscape buffers, 6-foot concrete sidewalks, 1.5-foot concrete barrier curb and gutter with storm drainage, and a minimum asphalt road surface thickness of 3 inches. The applicant may propose 8-foot concrete parallel parking strips on one or both sides of the road. The applicant shall dedicate the public road right-of-way to the City of Edgewood upon approval and acceptance of the construction and at the time of final plat approval.
34. Prior to final site development construction approval the applicant shall dedicate the public road (104th Avenue East) Right-of-Way and the approved public road system to the City of Edgewood.
35. The onsite private road shall include, at minimum, a 20-foot drive lane per City of Edgewood Local Street cross-section and PCC Section 17B.20.040, Table 17B.20.040-3, a minimum-1.5-foot curb and gutter section on both sides of the road, a stormwater management system per EMC 13.05, a 4-foot landscaping strip, and a 5-foot concrete sidewalk. Any dead-end segment of road with centerline length over 150 feet must have an EVA turnaround. The site development plans must be submitted to the City of Edgewood and be approved prior to site development commencement.

36. Tract 'C' (Private Road Tract) must include the entire width of the roadway improvements, from back-of-sidewalk to back-of-sidewalk, with a minimum width of 40 feet. This road improvement area may be designated as a separate tract and/or an easement over the individual lots.
37. The applicant shall submit street improvement construction plans for the new roadway intersections to the proposed private road from the public parallel road, for review and approval by the City Engineer, prior to final plat submittal. The intersections shall be constructed in accordance with EMC Title 12, which adopts by PCC Title 17B, including Section 17B.1 0.060, the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County." Details on the roadway intersection improvements may be found in Chapter 5: Access and Intersections.
38. The applicant shall submit offsite access improvement construction plans for 11th Street East, for review and approval by the City Engineer, prior to final plat submittal. Improvements shall include, at minimum, a 20-foot drive lane per City of Edgewood Local Street cross-section and PCC Section 17B.20.040, Table 17B.20.040-3, a minimum-1.5-foot curb and gutter section on both sides of the road, a stormwater management system per EMC 13.05, and a 5-foot gravel pathway for pedestrian access on the north side of the road, all designed in accordance with EMC Title 12. For ease of stormwater facility construction, the access may be sloped all to one side (north preferred).
39. The applicant shall submit lighting plans for the project site, consistent with City of Edgewood design standards, for review and approval by the City Engineer, prior to final short plat submittal. Vehicle-level street lighting shall be provided at the three proposed intersections and near the southeast corner of the project, per PCC 17B.20.005, Table 17B.20.005-2, as incorporated in EMC Title 12. Installation, utility charges, and ongoing maintenance of private roadway street lighting shall be the responsibility of the developer and future homeowner's association (HOA). Street lights in the parallel road (1041h Avenue East) ROW shall become City property upon dedication of the street to the City and the City will take responsibility for this street lighting in the public ROW.
40. The applicant shall submit a plan detailing all roadway signs (in and adjacent to public right-of-way) in accordance with Manual on Uniform Traffic Control Devices (MUTCD) standards, for review and approval by the City Engineer, prior to site development permit Issuance.
41. Patterned concrete crosswalks shall be installed at intersections with the private road system and 1041h Avenue East (north-south parallel road) on the east side of the 104th Avenue East providing a continuous pedestrian walkway along the east side of the 104th Avenue East from the south property line to the north property line of the development. Additional crosswalks shall be provided crossing 1 041 A venue East for access to the park/stormwater tract and to provide a continuous east-west pedestrian walkway on the north side of 11th Street East across 104th Avenue East. The patterned concrete crosswalks shall be installed per the City of Edgewood Roadway Design Standards, Roadway Detail Drawing "Detail C."

42. The design and construction of the new roadways and pedestrian improvements shall meet or exceed current Americans with Disabilities Act (ADA) requirements. This includes but is not limited to design of sidewalk transitions, curb ramps, street crossings, and lighting.
43. The applicant shall coordinate with the Puyallup School District regarding the location and construction of future bus stops within the project area prior to site development approval and shall provide a letter from the Puyallup School District providing location approval at the time of site development application.

Tree Retention:

44. Any significant trees to be retained that may be affected by grading activity shall incorporate tree wells in accordance EMC 18.90.180(2)(e)(i)(G). An area free of disturbance, corresponding to the dripline of the significant tree's canopy shall be identified and protected during the construction stage with a temporary three-foot-high chain-link or plastic net fence. No impervious surfaces, fill, excavation, storage of construction materials, operations or parking of vehicles shall be permitted within the area defined by such fencing or stakes.
45. The applicant shall ensure protection of off-site trees on adjacent properties that have tree root systems that encroach onto the project property.
46. Any installed plant material that dies shall be replaced within the spring or fall growing season following plant loss, but not to exceed three months from the time of loss. In order to guarantee performance of the landscaping requirements, cash bonds or other appropriate security (including letters of credit) in the amount of 125 percent of the estimated cost of the required landscaping shall be required if replacement landscaping is not installed prior to issuance of occupancy permits.

Other Requirements:

47. A Pre-Construction Meeting with the City of Edgewood shall be held prior to any site development activity and scheduled at least 72 hours in advance. All construction activity shall occur between 7 a.m. and 5 p.m., Monday through Friday. Special provisions to work beyond these hours may be permitted through written request to the Mayor (or designee) a minimum of 48 hours before the special hours or days requested.
48. The wetland and reduced wetland buffer shall be placed in a separate tract from the remainder of the site per EMC 14.30 – Wetlands.
49. The applicant shall place permanent, clearly visible, wetland boundary buffer signs at the edge of the buffer per EMC 14.30- Wetlands prior to any earth moving activities.
50. A Homeowners' Association (HOA) shall be created to address all private improvements within the proposed plat including storm/park tract and stormwater facilities, private streets, curbs and gutters, street lighting, landscaping, and irrigation. Associated Covenants, Conditions and Restrictions (CCRs) shall be submitted at the time of final plat for review and approval.

Staff Report and Recommendation
16-5633 Domus Homes PRD

Once approved by the City, the CCRs shall be recorded separately at the time of final plat recording and the recording number shall be handwritten on the face of the final plat and the final plat number hand-written on the cover sheet of the CCRs as cross-reference.

51. The applicant shall coordinate and receive approval from Mt. View-Edgewood Water Company (MTVE) prior to final site development approval. The applicant shall provide water service improvements in accordance with the MTVE requirements and provide MTVE approval to the City prior to final site development approval.
52. The applicant shall pay School Impact Fees to the Puyallup School District in accordance with EMC 4.1 0.
53. The applicant shall pay Park Impact Fees in accordance with EMC 4.20.
54. The applicant shall pay Traffic Impact fees in accordance with EMC 4.30.
55. If significant changes are made to the proposal, additional documentation and study will be required to be submitted to the City and supplemental SEP A environmental review will be required.

STAFF PREPARING THE REPORT:

Kirk Rappe
Signature

2/2/17
Date



City of Edgewood

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

2224 104th Avenue East, Edgewood, Washington 98372-1513

16-5633

OFFICE OF THE HEARING EXAMINER

CITY OF EDGEWOOD

AMENDMENT TO EXAMINER'S RECOMMENDATION

TO THE EDGEWOOD CITY COUNCIL

RECEIVED

APR 24 2017

City of Edgewood

PROJECT FILE NO.: 16-5633
Domus Homes Planned Residential Development

APPLICANT: Craig A. Peck & Associates
11402-40th Avenue East
Tacoma, WA 98446

PLANNER: Kirk Rappe, Associate Planner

By Report and Recommendation issued February 27, 2017, the Examiner recommended that the Edgewood City Council approve the Domus Homes Planned Residential Development subject to compliance with 56 conditions of approval. During the City's presentation at the public hearing a discussion occurred regarding the commercial building size proposed for Lot 1 of the commercial lot. At the conclusion of the discussion Kirk Rappe, associate planner, recommended an additional condition requiring notice on the Title for Lot 1, that restricted it to certain commercial uses. Neither the applicant nor any party of record opposed the condition. However, the Examiner neglected to include Mr. Rappe's recommendation as a condition of approval. Therefore, the recommendation to the Edgewood City Council is hereby amended to add the following condition:

57. The applicant shall place a notice on the Title of Lot 1, restricting the uses thereof to commercial retail, restaurant, or personal service.

RECOMMENDED this 20th day of April, 2017.


STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 20th day of April, 2017, to the following:

APPLICANT: Craig A. Peck & Associates
11402-40th Avenue East
Tacoma, WA 98446

OTHERS:

Jeff Stokes
909 Meridian East
Edgewood, WA 98371

Dave Zahradnik
927 Meridian
Edgewood, WA 98372

Jeanette Wheeler
17817-28th Avenue East
Tacoma, WA 98445-4321

Jim Otness
973 Altadena Drive
Fircrest, WA 98466

Carol Hubbird
10601-10th Street Court East
Edgewood, WA 98372

Mike Neuffer
1420 N.W. Gilman Boulevard
Suite 2, #2617
Issaquah, WA 98027

CITY OF EDGEWOOD



VICINITY MAP 1"=1000'

DOMUS TOWNHOMES, PRD SITE PLAN

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 20 N., RANGE 4 E., W.M., CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
ADDRESS: 10413 11TH ST E, EDGEWOOD WA 98372
PARCEL # 0420033084

SQUARE FEET	UNITS	BUILDING 1	BUILDING 2	BUILDING 3	BUILDING 4	BUILDING 5	BUILDING 6	BUILDING 7	BUILDING 8	TOTAL PLANS	SERVICE AREA
1842	A	5	0	0	2	2	0	2	2	13	1689
1964	B	5	0	0	4	4	0	0	2	15	1811
2139	C	0	0	0	0	1	0	2	2	5	1986
2176	D	0	0	0	1	1	0	2	1	5	2023
2184	E	0	5	3	0	0	3	0	0	11	2031
2402	F	0	2	2	0	0	2	0	0	6	2249
Total S.F.	105,577	11,784	15,724	11,356	13,510	15,649	11,356	12,144	14,054	55	
Total Srvs	104,017	17,030	14,653	10,591	12,490	14,476	10,591	11,328	12,858		
Total Units:		10	7	5	7	8	5	6	7		

BASIS OF BEARINGS:

WASHINGTON COORDINATE SYSTEM OF 1983, SOUTH ZONE
NAD83(CORS96) (EPOCH 2002.0)
PER PIERCE COUNTY "PCSN" SURVEY CONTROL NETWORK
ALL DIMENSIONS ARE SHOWN AT GROUND LEVEL, UNLESS OTHERWISE NOTED.

VERTICAL DATUM:

NAVD88
NOTE: CONTOURS WERE CREATED FROM PIERCE COUNTY 2010
LIDAR DATA AND ARE APPROXIMATE. USE AT YOUR OWN RISK.
CONTOUR INTERVAL = 2'

SYMBOL LEGEND:

- FOUND MONUMENT AS NOTED
- FOUND AS NOTED

LINETYPE LEGEND:

- CHAINLINK FENCE
- WIRE FENCE
- WOODEN FENCE

PUBLIC IMPROVEMENTS

PUBLIC WORKS DIRECTOR

DATE

PIERCE COUNTY ORDINANCE NUMBER(S)

THESE ACTIONS MUST BE COMPLETED PRIOR TO BEGINNING CONSTRUCTION:

- CONTACT THE APPLICANT'S RETAINED ENGINEER TO COORDINATE REQUIRED INSPECTIONS.
- APPOINT A TRAINED ESC LEAD WHO SHALL BE PROVIDED A COPY OF THE ESC PLAN & INSPECTION SCHEDULE.

- CONTACT THE AREA INSPECTOR, AT 253-798-_____, TO COORDINATE THE PRECONSTRUCTION MEETING AND COUNTY INSPECTIONS.
- FAILURE TO OBTAIN REQUIRED INSPECTIONS MAY ENDANGER OR DELAY PROJECT APPROVAL.
- ALL WORK IN THE PUBLIC RIGHT-OF-WAY REQUIRES A PERMIT FROM THE PIERCE COUNTY PUBLIC WORKS DEPARTMENT.

Domus Homes
1420 NW Gilman Blvd, Suite 2, #2617
Issaquah, WA 98027
Mike Newffer, 425-518-2478
Contact: Craig Peck, 253-840-5482



SCALE: 1" = 30'

UTILITY NOTE: ALL DRY UTILITY SERVICES (POWER, TELEPHONE, CABLE, ETC) ARE TO BE PLACED ALONG EXISTING AND PROPOSED ROADWAYS AS REQUIRED BY APPROPRIATE AGENCIES.

Craig A. Peck Associates

11402 40th Ave. E.
Tacoma, WA 98446
E-Mail: peckassociates@comcast.net
(253)840-5482 • FAX: (253)200-4523



DOMUS TOWNHOMES, PRD
SITE PLAN

DESIGNED
DRAWN
CHECKED
APPROVED
SCALE
DATE

SCALE: 1" = 30'

1



CITY OF EDGEWOOD

NOTICE OF CONTINUED CLOSED RECORD HEARING

CONTINUED CLOSED RECORD REVIEW PROCEEDING FILE #16-5633 – DOMUS HOMES PRD

NOTICE IS HEREBY GIVEN that the City of Edgewood City Council will conduct a continued closed record public hearing to review the Hearing Examiner's report and recommendation regarding the proposed Planned Residential Development (PRD) known as City of Edgewood File 16-5633, Domus Homes PRD. The proposed PRD is located at 10413 11th Street East, Edgewood WA 98372 (Parcel No. 0420033084) and involves the proposed construction of 55 new residential single-family townhomes through the approval of a PRD in accordance with EMC 18.50.095. The procedures for the closed record hearing are set forth in EMC Section 18.40.100(X). The public may attend this continued closed record hearing, however no public comment and no additional testimony or evidence may be presented from the public. Within five days after issuance of the City Council decision, the City will mail a copy of the decision to any person who makes a written request to receive a copy. Copies of the file are available for review at City Hall. Rachel Pitzel, CMC – City Clerk. *Dated this 15th day of June.*

APPLICANT'S REPRESENTATIVE: Craig Peck, Craig A. Peck and Associates

DATE AND TIME OF CONTINUED HEARING: 7:00 p.m., Tuesday, June 27, 2017.

LOCATION: Edgewood City Hall Council Chambers 2224 104th Avenue East, Edgewood, WA 98372-1513

DECISION: The City Council shall consider the hearing examiner's report and recommendation in a closed record review proceeding without additional testimony or evidence. At the conclusion of the closed record review, the city council shall issue a final written decision approving or denying the proposed PRD. The city council may adopt the hearing examiner's findings and/or enter its own findings in support of the council's decision. The city council's decision shall be appealable to the Pierce County Superior Court in accordance with the standards and procedures set forth in Chapter 36.70C RCW. Any person may participate by submitting written comments prior to the hearing at the City Hall address below, or by providing oral or written testimony at the hearing. City Council policy limits the time for individual testimony to three (3) minutes in order to facilitate a timely and orderly hearing.

CONTACT: If you have any questions, please contact Associate Planner Kirk Rappe at (253) 952-3299. Copies of the proposed PRD Staff Report, and associated Exhibits including the project application materials, as well as the applicable decision criteria, are available under File #16-5633 for inspection at no cost at least five calendar days before the closed record review proceeding; and will be provided at the cost of reproduction at Edgewood City Hall, located at 2224 104th Avenue East, Edgewood, WA 98372-1513.

Posted: June 15, 2017- Website (www.cityofedgewood.org), City Hall

Emailed: June 15, 2017 - Tacoma News Tribune, Email Distribution List for Council Agendas and Meetings; City Staff, City Council, Applicant



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING SUMMARY**

Tues., June 13, 2017 – 7:00 p.m. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

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

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Councilmember Donna O'Ravez, Councilmember Mark Creley, Councilmember Luke Meyers, Deputy Mayor Tyron Christopherson, Councilmember Stephanie Shook, Councilmember Nate Lowry. **Excused:** Councilmember Rosanne Tomy.

Staff Present: Assistant City Administrator Dave Gray, Assistant City Administrator Aaron Nix, City Clerk Rachel Pitzel, Senior Planner, Kirk Rappe, Police Chief Micah Lundborg, Carol Morris, City Attorney.

Additions/Deletions to the Agenda

There were no additions or deletions to the agenda.

2. AUDIENCE COMMENT

Boy Scout Ayrek Shoot - discussed his Eagle Scout project at the Nyholm Windmill property and showed pictures to Mayor and Council of the project.

3. CLOSED RECORD REVIEW PROCEEDING

Planned Residential Development for Domus Homes, File No. 16-5633

Mayor Eidinger briefed Council on the purpose of the Closed Record Hearing.

Appearance of Fairness Disclosures

Mayor Eidinger noted, the Appearance of Fairness Doctrine requires that this hearing be fair, in form, substance, and appearance. The hearing must not only be fair, it also must appear to be fair. He then stated he would like to ask whether any member of this decision-making body has engaged in communication with opponents or proponents regarding the issues relating to this application outside of the public hearing process.

Council and Mayor answered none.

Mayor Eidinger then asked the following questions:

1. Is there any member of the Council who has a conflict of interest or believes that he or she cannot hear and consider this application in a fair and objective manner?

Council and Mayor each answered no.

2. Is there anyone in the audience who objects to my participation or to any other Councilmember's participation as a decision-maker in this hearing?

There were no comments from the audience.

Assistant City Administrator Aaron Nix provided information on the Staff Report and Application.

Applicant did not attend to make any oral statement.

Mayor Eidinger stated Council may now ask clarifying questions on disputed issues of the Staff and applicant, with an opportunity for rebuttal by the staff and applicant. The Council shall not request information outside the administrative record.

Councilmember Lowry - asked about recommendation from Hearing Examiner, on page 11 of 124, noted it should be 44 not 43.

Councilmember Meyers – discussed not receiving the site map until yesterday. He noted from his perspective the development looked to be “way off” of Meridian. He discussed the abutment of the Slavic Church; and noted with the 55 residents, there was no other exit to the property.

Discussion of there not being a stop light at that entry and wondered if residents will be able to make a left hand turn.

Councilmember Creley – noted on page 18 of 124, #20 did the testing noted in this report occur.

Assistant City Administrator Nix stated no, the city does not have approved site plans yet.

Deputy Mayor Christopherson – asked how many other residents would be using 11th street after this project. He noted concerns of turn vehicles opposing each other in the same lane. He discussed having an overlay of current before/after of continuity. He also noted the traffic issues that will occur on 11th and wondered if it was possible to tie the road into 13th.

Councilmember Creley noted on page 31 comments from Senior Engineer Jeremy Metzler.

Councilmember Meyers parallel road network- no east west connection, he would like to see support from east to west drainage from these areas.

Mayor Eidinger stated if there were no more questions, the Council may now begin deliberations.

Motion: Continue closed record hearing to June 27, 2017, **Action:** Continuation. **Motion passed unanimously (6-0).**

4. MAYOR’S REPORT

Mayor Eidinger spoke about the following:

- Thanked Mayor John Hopkins of Puyallup, and Mike Dahlem from Sumner who presented to Council at the last couple meetings regarding regional issues that affect us here in Edgewood;
- Pierce County present throughout the City doing road repairs;
- Asst. City Nix and team securing a WA State TIB grant for emergency repairs in our city in the amount of \$28,374
- City Hall campus Economic Development Task Force on hold until we can fill the now open position of the Community Development Director;
- Staff looking a expanding and upgrading our software programs to better serve the community and to integrate programs that reduce redundancy and implement better communication;

- Attended the Memorial Day service at the Veteran's Memorial in Milton, very well attended with good weather;
- Attended the re-opening ribbon cutting for Timberland Bank.

5. CONSENT AGENDA

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

The following items are presented for Council approval:

- A. Regular City Council Meeting Minutes of May 23, 2017,
- B. Study Session and Special Meeting Minutes of May 30, 2017,
- C. Study Session Meeting Minutes of June 6, 2017.
- D. **AB 17-026**, a motion approving June 2017 Budgeted Expenditures as follows: IRS 941 ACHs; AWC Employee Benefit Trust; Deferred Compensations Program; Dept. of Retirement Systems and Payroll Direct Deposit in the amount of \$73,406.57; and Vendor Check Numbers 22759-22795 with EFT Payments in the amount of \$381,654.13. Total distributions submitted for review & authorization in the amount of \$455,060.70
- E. **AB17-0373**, a motion to adopt Resolution No. 17-0373, authorizing the Mayor to execute an Attorney Services Agreement with Summit Law P.C. for City Labor Law Services

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Luke Meyers, **Seconded by** Councilmember Stephanie Shook. **Motion passed unanimously (6-0).**

6. COUNCIL BUSINESS

- A **AB17-027**, a motion confirming the Mayoral re-appointment of Commissioner John West (Position No. 1), Commissioner Todd Yost (Position No. 4), and Commissioner Sigmund Brudevold (Position No. 5) to the City of Edgewood Planning Commission with terms expiring June 30, 2019.

Assistant City Administrator Aaron Nix happy to have the folks ask to stay on the Planning Commission, he noted there is a lot of interest for citizens in our community, and they are becoming more involved, and he is grateful for their support.

Motion: As Read, **Action:** Approve, **Moved by** Deputy Mayor Tyron Christopherson, **Seconded by** Councilmember Stephanie Shook. **Motion passed unanimously (6-0).**

- B. **AB 17-0501**, a motion adopting Ordinance No. 17-0501, relating to Building Code Enforcement, adopting new Building 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 Building Code Enforcement Procedures and modifying references in the Code to Enforcement Procedures in the new Enforcement Chapter, amending Sections 15.05.050, 15.05.060, 15.05.080, 15.05.090, 15.05.100, 15.05.110, and adding a new Chapter 15.07 to the Edgewood Municipal Code

Assistant City Administrator Aaron Nix discussed how this updated code allows the city to work with the public and bring in to compliance.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Donna O'Ravez, **Seconded by** Councilmember Mark Creley. **Motion passed unanimously (6-0).**

- C. **AB17-0502**, a motion adopting Ordinance No. 17-0502, relating to Land Use and Zoning, amending the City's Regulations prohibiting illegal marijuana-related uses and marijuana-related businesses, adding definitions, and prohibiting marijuana collectives, amending Section 18.100.120 of the Edgewood Municipal Code, providing for severability; and establishing an effective date

Assistant City Administrator Aaron Nix discussed cleaning up definitions and business license components.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Stephanie Shook, **Seconded by** Councilmember Mark Creley. **Motion passed unanimously (6-0).**

- D. **AB17-0374**, a motion adopting Resolution No. 17-0374, authorizing the Mayor to cause the Edgewood Sewer Lid No. 1 Loan with USDA to be paid down using Early Assessment Payment Revenue.

Assistant City Administrator Dave Gray discussed this item simply allows the City to pay down and retire the debt.

Councilmember Meyers noted he would like to see a report of who has paid and who had not, and a specific report of delinquent accounts separated - with a map of where they are located.

Discussion took place regarding penalties, arrears.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Nate Lowry, **Seconded by** Councilmember Stephanie Shook. **Motion passed unanimously (6-0).**

7. COUNCIL COMMENTS

Mayor Eidinger noted the cancellation of the July 4th study session, and noted it would not be rescheduled due to it being a holiday; reminded folks Connect over Coffee on Saturday, June 17th and the Trolls movie at City Hall on June 23rd.

Assistant City Administrator Nix handed Council the City of Puyallup's Preliminary Zoning Code amendments – Homeless-serving land uses.

8. EXECUTIVE SESSION

There was no executive session.

9. ADJOURN

Mayor Eidinger adjourned the meeting at 8:03pm.



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION SUMMARY**

Tues., June 20, 2017 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

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

ROLL CALL

Present: Mayor Daryl Eidinger (Not voting), Councilmember Donna O'Ravez, Councilmember Mark Creley, Councilmember Luke Meyers, Deputy Mayor Tyron Christopherson, Councilmember Rosanne Tomin, Councilmember Nate Lowry. **Absent:** Councilmember Stephanie Shook.

Staff Present: Assistant City Administrator Dave Gray, Assistant City Administrator Aaron Nix, City Clerk Rachel Pitzel, Police Chief Micah Lundborg.

2. COUNCIL BUSINESS

A. Review/Discussion - City of Edgewood 2016 Annual Report

Assistant City Administrator Dave Gray noted the City submitted the 2016 Annual report on May 30, 2017. He went through the fund balances with Council and discussed bringing it forward to the next Council meeting.

B. Discussion - Utility Tax

Mayor Eidinger briefed Council on this item, he specifically wanted to hear from them if this was something this is Council is interested in, and if they wanted to pursue any action on bringing a utility tax forward. He noted he would do some research on bringing in someone who has been through this process to help educate and explain to Council how they went through the process.

Deputy Mayor Christopherson stated if this issue is brought forward, Council needs to start educating the citizens.

Councilmember Tomin noted, education is the key; and she is advocating educating the community.

Discussion ensued with Council regarding educating the citizens and getting more information to be able to provide to their constituents regarding utility tax.

C. Review/Discussion - 2016 Comprehensive Plan Amendments Phase I

Assistant City Administrator Aaron Nix discussed the update process overview and the schedule. He noted these are amendments to the Comprehensive Plan Land Use Map that these are not project specific modifications. Mr. Nix went over the definitions of business park use and industrial use with Council; he noted he will be bringing this forward to the next council meeting.

D. Review/Discussion - Pierce County Solid Waste Plan Supplement

Assistant City Administrator Aaron Nix stated the city adopted this plan a while back and this is a supplement. He noted, Pierce County is asking Council to look at this supplement and if you concur, show a letter of support. He stated the purpose of this supplement from Pierce County is to establish goals for the County and specific areas they would like to improve on. Their short term 5 year goal is taking the average waste per day of 5 lbs. and get it down to 1lb of waste per day; he noted he will bring a resolution to the next meeting for action. He also stated he has done some outreach to the

director about getting more involvement to deal with some solid waste issues within the city. Mr. Nix stated that Pierce County is looking for representatives to sit on their board.

3. OTHER COUNCIL ITEMS

Mayor Eidinge handed each Councilmember a map of what streets are the city and what are not; he noted this is to help Council when asked about certain streets being serviced/maintained.

Councilmember Tomya reminded folks of movie night on Friday, she noted the city will be showing the movie Trolls at 6:30 pm.

4. ADJOURN

Mayor Eidinge adjourned the meeting at 8:27pm.

Rachel Pitzel, City Clerk

Daryl Eidinge, Mayor



**CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-028**

Date Action Requested: June 27, 2017

Title: **AB 17-028**, a motion approving June 2017 Budgeted Expenditures as follows: IRS 941 ACHs; Deferred Compensations Program; Dept. of Retirement Systems and Payroll Direct Deposit in the amount of \$59,031.93; and Vendor Check Numbers 22796-22812 with EFT Payments in the amount of \$184,226.58. Total distributions submitted for review & authorization in the amount of \$243,258.51

Attachments: Payment Distribution Review & Authorization, Voucher Directory

Submitted By: Dave Gray, Assistant City Administrator, Finance

Approved For Agenda By: Mayor Daryl Eiding

Prepared For Agenda By: Rachel Pitzel, City Clerk

Recommendation: Move to Approve AB17-028

Discussion: Approval of Claims and Payroll Expenditures.

Alternatives: 1) Do not approve. 2) Refer to Council Study Session for Further Review.

Fiscal Impact: An increase in the sum of \$243,258.51 to authorized Budgeted Expenditures.

City of Edgewood 2017

June 27th 2017 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10606 Last Number Issued Previous Authorization			
<u>DCP EFT 6/15/17</u>	Deferred Compensation Program	6/15/2017	\$4,561.37
<u>Direct Deposit Run -</u>	Payroll Vendor	6/15/2017	\$39,519.01
<u>DRS EFT 6/15/17</u>	Dept of Retirement Systems	6/15/2017	\$6,872.52
<u>IRS 941 EFT 6/15/17</u>	IRS 941	6/15/2017	\$8,079.03
Total			\$59,031.93

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
22795 Last Number Issued Previous Authorization			
<u>22796</u>	Anne Percival	6/27/2017	\$40.92
<u>22797</u>	Bob's Property Solutions, Inc.	6/27/2017	\$4,500.00
<u>22798</u>	City of Sumner	6/27/2017	\$16,954.26
<u>22799</u>	Comcast Business	6/27/2017	\$801.71
<u>22800</u>	Copiers Northwest	6/27/2017	\$24.66
<u>22801</u>	Daryl Eiding	6/27/2017	\$189.55
<u>22802</u>	Department of Ecology	6/27/2017	\$6,629.00
<u>22803</u>	Drain-Pro	6/27/2017	\$290.00
<u>22804</u>	Environmental Science Associates	6/27/2017	\$17,263.87
<u>22805</u>	First American Title Insurance Company	6/27/2017	\$384.65
<u>22806</u>	Form Source, Inc.	6/27/2017	\$459.91
<u>22807</u>	McLendon's Hardware	6/27/2017	\$52.93
<u>22808</u>	Mt. View-Edgewood Water Co.	6/27/2017	\$330.11
<u>22809</u>	Office Depot	6/27/2017	\$351.77
<u>22810</u>	Pierce County Budget & Finance PW	6/27/2017	\$117,106.71
<u>22811</u>	Pierce County Budget and Finance Dept.	6/27/2017	\$4,137.37
<u>22812</u>	Transpo Group	6/27/2017	\$5,466.16
<u>EFT Payment 6/21/2017</u>	Pitney Bowes Global Financial Services	6/27/2017	\$213.48
<u>EFT Payment 6/21/2017</u>	Puget Sound Energy	6/27/2017	\$3,998.12
<u>EFT Payment 6/21/2017</u>	Shell	6/27/2017	\$447.42
<u>EFT Payment 6/21/2017</u>	US Bank Corporate Payment System	6/27/2017	\$3,794.87
<u>EFT Payment 6/21/2017</u>	Wells Fargo Financial Leasing	6/27/2017	\$115.93
<u>EFT Payment 6/21/2017</u>	Wells Fargo Vendor Fin Serv	6/27/2017	\$368.17
<u>EFT Payment 6/21/2017</u>	Safeguard Business Systems	6/27/2017	\$115.01
<u>EFT Payment 6/21/2017</u>	US Bank ACH/EFT	6/27/2017	\$190.00
Grand Total			\$184,226.58

Total Claims Voucher Distribution	\$184,226.58
Total Distribution Submitted for Review & Authorization	\$243,258.51

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$243,258.51
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed

Mayor, Daryl Eiding

Council Member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Anne Percival	22796			2017 - June - 2nd Council Meeting	
		061817-AP			
			Reimbursement-Dump Fees		
			001-076-000-576-80-47-03	Waste Disposal	\$40.92
				Dump Fees-Nelson Farm Park Clean Up	
		Total 061817-AP			\$40.92
Total 22796					\$40.92
Total Anne Percival					\$40.92
Bob's Property Solutions, Inc.	22797			2017 - June - 2nd Council Meeting	
		060717-BOB's			
			June Services		
			101-000-000-542-70-48-04	Road Maint ROW Veg Maint Contractor	\$4,500.00
				Remove Cottonwood @ 126th Ave Ct E	
		Total 060717-BOB's			\$4,500.00
Total 22797					\$4,500.00
Total Bob's Property Solutions, Inc.					\$4,500.00
City of Sumner	22798			2017 - June - 2nd Council Meeting	
		03347			
			January 2017 Services		
			001-018-000-554-30-51-01	Animal Control Services	\$2,677.13
				Animal Control Svs. for Jan 2017	
		Total 03347			\$2,677.13
		03365			
			Dec 2016 True Up		
			001-018-000-554-30-51-01	Animal Control Services	\$6,245.74
				2016 True Up	
		Total 03365			\$6,245.74
		03400			
			March 2017 Services		
			001-018-000-554-30-51-01	Animal Control Services	\$2,677.13
				Animal Control Svs. for March	
		Total 03400			\$2,677.13

Vendor	Number	Reference	Account Number	Description	Amount
		03426			
			April 2017 Services		
			001-018-000-554-30-51-01	Animal Control Services	\$2,677.13
				Animal Control Svs. for April	
		Total 03426			\$2,677.13
		03472			
			June 2017 Services		
			001-018-000-554-30-51-01	Animal Control Services	\$2,677.13
				Animal Control Svs. for June	
		Total 03472			\$2,677.13
	Total 22798				\$16,954.26
Total City of Sumner					\$16,954.26
Comcast Business					
	22799			2017 - June - 2nd Council Meeting	
		54136306			
			6/15-7/14/17 Services		
			001-018-000-518-30-42-01	Telecommunications Charges	\$801.71
		Total 54136306			\$801.71
	Total 22799				\$801.71
Total Comcast Business					\$801.71
Copiers Northwest					
	22800			2017 - June - 2nd Council Meeting	
		INV1584367			
			5/14-6/13/17 Overage Charges		
			001-018-000-518-30-45-06	Copier Lease	\$24.66
				Lexmark Overage Charges 5/14-6/13/17	
		Total INV1584367			\$24.66
	Total 22800				\$24.66
Total Copiers Northwest					\$24.66
Daryl Eidinger					
	22801			2017 - June - 2nd Council Meeting	
		061417-DE			
			Expense Reimbursement		
			001-018-000-518-30-35-01	Small Tools/Minor Equip.	\$189.55
				Security Gate	
		Total 061417-DE			\$189.55
	Total 22801				\$189.55
Total Daryl Eidinger					\$189.55
Department of Ecology					
	22802			2017 - June - 2nd Council Meeting	
		2017-RS-WAR045006			
			2017-2018 RSMP Permit Fee		
			410-000-000-531-38-49-02	Non NPDES Permit Fees	\$6,629.00

Vendor	Number	Reference	Account Number	Description	Amount
				8/15/17-8/15/18 SW Monitoring Fee	
		Total 2017-RS-WAR045006			\$6,629.00
	Total 22802				\$6,629.00
Total Department of Ecology Drain-Pro					\$6,629.00
	22803			2017 - June - 2nd Council Meeting	
		33148			
			6/18-7/15/17 Rental		
			001-076-000-576-80-45-03	Operating Rentals	\$145.00
			Nelson Farm		
		Total 33148			\$145.00
		33149			
			6/18-7/15/17 Rental		
			001-076-000-576-80-45-03	Operating Rentals	\$145.00
			Nature Park		
		Total 33149			\$145.00
	Total 22803				\$290.00
Total Drain-Pro					\$290.00
Environmental Science Associates					
	22804			2017 - June - 2nd Council Meeting	
		128828			
			Prj D170117.00 4/10-6/9/17 Svcs		
			001-058-000-558-60-41-23	Professional Serv-GMA	\$17,263.87
		Total 128828			\$17,263.87
	Total 22804				\$17,263.87
Total Environmental Science Associates					\$17,263.87
First American Title Insurance Company					
	22805			2017 - June - 2nd Council Meeting	
		865-426952907			
			May Svcs-File No. 2859301		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$384.65
			Plat Certificate-Puyallup SD Property		
		Total 865-426952907			\$384.65
	Total 22805				\$384.65
Total First American Title Insurance Company					\$384.65

Vendor	Number	Reference	Account Number	Description	Amount
Form Source, Inc.	22806			2017 - June - 2nd Council Meeting	
		851685			
			June Services		
			001-058-000-558-50-31-03	Office Forms	\$459.91
				Inspection Report Forms	
		Total 851685			\$459.91
Total 22806					\$459.91
Total Form Source, Inc.					\$459.91
McLendon's Hardware	22807			2017 - June - 2nd Council Meeting	
		300383/3			
			June Purchases		
			101-000-000-542-30-31-01	Operational Supplies	\$20.19
				Gloves, Spraypaint	
		Total 300383/3			\$20.19
		610128/3			
			May Purchases		
			101-000-000-542-30-31-01	Operational Supplies	\$32.74
				Gloves, Adhesive	
		Total 610128/3			\$32.74
Total 22807					\$52.93
Total McLendon's Hardware					\$52.93
Mt. View-Edgewood Water Co.	22808			2017 - June - 2nd Council Meeting	
		15690-6429 4/11-6/10/17			
			4/11-6/10/17 Services		
			001-018-000-518-20-47-02	Water	\$93.73
				Nelson Farm	
		Total 15690-6429 4/11-6/10/17			\$93.73
		19143-7198 4/11-6/10/17			
			4/11-6/10/17 Services		
			001-018-000-518-20-47-02	Water	\$56.78
				Nelson Nature Park	
		Total 19143-7198 4/11-6/10/17			\$56.78
		2-3001 4/11-6/10/17			
			4/11-6/10/17 Services		
			001-018-000-518-20-47-02	Water	\$179.60
				Edgemont Park	
		Total 2-3001 4/11-6/10/17			\$179.60
Total 22808					\$330.11
Total Mt. View-Edgewood Water Co.					\$330.11

Vendor	Number	Reference	Account Number	Description	Amount
Office Depot	22809			2017 - June - 2nd Council Meeting	
		931591242001			
			May Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$56.64
				Binder Clips, Copy Paper	
		Total 931591242001			\$56.64
		932680064001			
			June Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$250.53
				Copy Paper	
		Total 932680064001			\$250.53
		932680153001			
			June Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$44.60
				Copy Paper	
		Total 932680153001			\$44.60
	Total 22809				\$351.77
Total Office Depot					\$351.77
Pierce County Budget & Finance PW	22810			2017 - June - 2nd Council Meeting	
		CI-234066			
			May Services		
			101-000-000-542-38-51-02	Road Maint (Intergov)	\$6,104.48
			101-000-000-542-70-51-04	ROW Veg Maint (Intergov)	\$6,794.40
			410-000-000-531-38-51-01	Ditch Maint (Intergov)	\$48.90
			410-000-000-531-38-51-02	Drain Maint (Intergov)	\$1,295.09
			410-000-000-531-38-51-03	Structure Maint (Intergov)	\$95,978.77
			410-000-000-531-78-51-07	Polution Control (Intergov)	\$6,885.07
		Total CI-234066			\$117,106.71
	Total 22810				\$117,106.71
Total Pierce County Budget & Finance PW					\$117,106.71
Pierce County Budget and Finance Dept.	22811			2017 - June - 2nd Council Meeting	
		CI-233988			
			July-Dec 2017 EMS Services		
			001-018-000-525-60-51-01	Emergency Services	\$4,137.37
				July-Dec 2017	
		Total CI-233988			\$4,137.37
	Total 22811				\$4,137.37
Total Pierce County Budget and Finance Dept.					\$4,137.37

Vendor	Number	Reference	Account Number	Description	Amount
Pitney Bowes Global Financial Services					
	EFT Payment 6/21/2017 3:54:11 PM - 1		2017 - June - 2nd Council Meeting		
	3303648580				
		6/30-6/29/17 Lease			
		001-018-000-518-20-45-03	Postage Meter Lease		\$213.48
			Postage Meter Lease		
	Total 3303648580				\$213.48
	Total EFT Payment 6/21/2017 3:54:11 PM - 1				\$213.48
Total Pitney Bowes Global Financial Services					
					\$213.48
Puget Sound Energy					
	EFT Payment 6/21/2017 3:54:11 PM - 2		2017 - June - 2nd Council Meeting		
	300000011233 May 2017				
		May Statement			
		001-018-000-518-20-47-01	Electricity		\$3,998.12
	Total 300000011233 May 2017				\$3,998.12
	Total EFT Payment 6/21/2017 3:54:11 PM - 2				\$3,998.12
Total Puget Sound Energy					\$3,998.12
Safeguard Business Systems					
	EFT Payment 6/21/2017 3:51:47 PM - 1		2017 - June - 2nd Council Meeting		
	032213076				
		Deposit Tickets			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$115.01
			Deposit Tickets		
	Total 032213076				\$115.01
	Total EFT Payment 6/21/2017 3:51:47 PM - 1				\$115.01
Total Safeguard Business Systems					\$115.01
Shell					
	EFT Payment 6/21/2017 3:54:11 PM - 3		2017 - June - 2nd Council Meeting		
	8000093974706				
		May Purchases			
		001-018-000-518-30-32-01	Fuel		\$447.42
	Total 8000093974706				\$447.42
	Total EFT Payment 6/21/2017 3:54:11 PM - 3				\$447.42
Total Shell					\$447.42
Transpo Group					
	22812		2017 - June - 2nd Council Meeting		
	20320				
		May Svcs-Prj 0.13312.00			
		001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv		\$707.50
			Northwood Elementary #16-5676		
	Total 20320				\$707.50

Vendor	Number	Reference	Account Number	Description	Amount
		20376			
			May Svcs-Prj 0.13312.00		
			001-058-000-558-60-41-23	Professional Serv-GMA	\$4,758.66
				Transportation Impact Fee Program Update	
		Total 20376			\$4,758.66
	Total 22812				\$5,466.16
Total Transpo Group					\$5,466.16
US Bank ACH/EFT					
	EFT Payment 6/21/2017 3:51:47 PM - 2		2017 - June - 2nd Council Meeting		
	060717-USBank				
			May Safekeeping Fees		
			001-014-000-514-20-42-05	Bank & Bond Fees	\$190.00
		Total 060717-USBank			\$190.00
	Total EFT Payment 6/21/2017 3:51:47 PM - 2				\$190.00
Total US Bank ACH/EFT					\$190.00
US Bank Corporate Payment System					
	EFT Payment 6/21/2017 3:54:11 PM - 4		2017 - June - 2nd Council Meeting		
	052517-USBank				
			May Statement		
			001-013-000-513-10-31-05	Meeting Meals Expense	\$46.13
				D.Eidinger-Ranchito-Lunch Mtg	
			001-014-000-514-20-31-05	Meeting Meals Expense	\$25.00
				S.Goff-PSFOA-Lunch Mtg	
			001-014-000-514-30-49-01	Memberships	\$75.00
				J.Herrera-WMCA-Membership	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$5.47
				J.Herrera-Safeway-Gift Bag Supplies	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$25.95
				J.Herrera-Dollar Tree-Candy-Police Recognition	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$72.51
				J.Herrera-Staples-Dymo Label Tape, Pocket Folders	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$77.28
				A.Nix-DS Services-CH Water Delivery	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$74.60
				J.Herrera-Amazon-Binders	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$80.07
				A.Nix-DS Services-CH Water Delivery	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$11.14
				J.Herrera-Amazon-Pocket Folders	
			001-018-000-518-20-35-01	Small Tools/Minor Equipment	\$40.60
				A.Nix-Amazon-Mouse, Mouse Pad	
			001-018-000-518-30-32-01	Fuel	\$53.00
				D.Eidinger-Shell-Gas	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-30-32-01	Fuel	\$24.33
				D.Eidinger-Liberty Mart-Gas	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$10.00
				B.Centen-Tahoma Market-Car Wash	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$108.31
				A.Nix-Priority Towing-Tow Building Truck for Repair	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$49.25
				D.Eidinger-DOL-License-Snowplow Truck	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$989.98
				D.Eidinger-Jet Chevrolet-GMC Sonoma-Fuel Pump Repair	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$13.00
				J.Herrera-DOL-Drivers Abstract Report	
			001-058-000-558-50-31-01	Office & Operational Supplies	\$12.00
				R.Pitzel-WATCH-Background Check-OJT G.Mehr	
			001-058-000-558-50-35-01	Small Tools/Minor Equipment	\$267.23
				D.Mundy-Red Wing Shoes-Work Boots-OJT Gene Mehr	
			001-058-000-558-60-43-01	Training/Travel Costs	\$35.00
				A.Nix-MRSC-Webinar-Land Use Case Law	
			001-058-000-558-60-49-01	Memberships	\$848.00
				A.Nix-ICMA-Membership	
			001-076-000-576-80-31-01	Operational Supplies	\$51.75
				A.Nix-Costco-Snacks-Movie Night	
			001-076-000-576-80-32-01	Fuel	\$96.29
				D.Eidinger-Star Ice & Fuel-Propane for Mower	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$69.28
				D.Eidinger-Harbor Freight-Compressor	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$218.90
				R.Pederson-Lowe's-Compressor-Trailhead Park	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$61.58
				D.Eidinger-Harbor Freight-Compressor, Misc Tools	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$18.70
				D.Eidinger-Home Depot-Misc Tools	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	(\$44.99)
				D.Eidinger-Harbor Freight-Compressor Return	
			410-000-000-531-38-43-01	Training/Travel Costs	\$5.18
				J.Metzler-Taco Bell-Lunch-SW Conference	
			410-000-000-531-38-43-01	Training/Travel Costs	\$4.33
				J.Metzler-Burger King-Lunch-SW Conference	
			410-000-000-531-38-49-01	Memberships	\$370.00
				A.Nix-APWA-Membership	
Total 052517-USBank					\$3,794.87
Total EFT Payment 6/21/2017 3:54:11 PM - 4					\$3,794.87
Total US Bank Corporate Payment System					\$3,794.87

Vendor	Number	Reference	Account Number	Description	Amount
Wells Fargo Financial Leasing					
	EFT Payment 6/21/2017 3:54:11 PM - 5		2017 - June - 2nd Council Meeting		
	5004014588				
		7/4-8/3/17 Lease-Lexmark Printers			
		001-018-000-518-30-45-06	Copier Lease		\$115.93
		Lexmark Printers			
	Total 5004014588				\$115.93
	Total EFT Payment 6/21/2017 3:54:11 PM - 5				\$115.93
Total Wells Fargo Financial Leasing					\$115.93
Wells Fargo Vendor Fin Serv					
	EFT Payment 6/21/2017 3:54:11 PM - 6		2017 - June - 2nd Council Meeting		
	66994800				
		July Lease Payment			
		001-018-000-518-30-45-06	Copier Lease		\$368.17
		Kyocera			
	Total 66994800				\$368.17
	Total EFT Payment 6/21/2017 3:54:11 PM - 6				\$368.17
Total Wells Fargo Vendor Fin Serv					\$368.17
Grand Total	Vendor Count		25		\$184,226.58

RESOLUTION NO. 17-0375

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN ON-CALL
CONTRACT FOR SERVICES WITH TRANSPOR GROUP
USA, INC.**

WHEREAS, Transpo Group USA, Inc. is a regional engineering company well known for its area of expertise and has worked with a variety of local government entities including the City of Edgewood; and

WHEREAS, the City has been pleased with the service provided and in particular the knowledge of Transpo Group USA, Inc. with regard to the specific challenges related to engineering challenges in the City; and

WHEREAS, the Assistant City Administrator-Municipal Services utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in on-call engineering studies and project management and has selected Transpo Group USA, Inc. based upon prior experience with their turn-around time and work product;

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

Section 1. The Mayor is hereby authorized to execute a one year contract for services with Gray & Osborne, Inc. in an amount not to exceed \$75,000.

**PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 27TH DAY OF
JUNE, 2017.**

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
TRANSCO GROUP USA, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Transpo Group USA, Inc., (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 12131 – 113th Ave NE, Suite 203, Kirkland, WA 98034.

RECITALS

WHEREAS, the City requires the provision of Transportation Engineering and Planning on-call services, and

WHEREAS, the Consultant has agreed to provide Transportation Engineering and Planning on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Seventy-Five Thousand Dollars (\$75,000.00) for the services described in Section I herein. This is the

maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. 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.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. 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.

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2018, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, 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.

VII. 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 resulting from the errors or omissions of the Consultant 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.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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.

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

VIII. 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.

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 each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. 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 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 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.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. 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.

XI. City's Right of Inspection

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 of 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.

XII. Consultant to Maintain Records to Support Independent Contractor Status

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 the Revised Code of Washington (RCW)

Section 51.08.195, as required 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 RCW Title 51, Industrial Insurance.

XIII. 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 of or damage to materials, tools, or other articles used or held by the Consultant for use In connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

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 City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood 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.

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's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. 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. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Jon C. Pascal
Transpo Group USA, Inc.
12131 – 113th Ave NE, Suite 203
Kirkland, WA 98034

CITY:

Attn: Aaron Nix
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the “City Clerk” at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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 the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. 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 whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this ____ day of _____, 2017.

CONSULTANT

By: _____
Bruce Haldorsl, PRESIDENT
Transpo Group USA, Inc.

CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Exhibit A

SCOPE OF WORK

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work, which describes the engineering services to be provided, such services may include, but are not limited to, engineering studies, financial analysis, predesign, design, grant and/or loan application assistance, developer sponsored reviews, local improvement district or utility local improvement district formation, the preparation and acquisition of easements and right-of-way, environmental studies and documentation, the preparation of regulatory permits and approvals, public meeting and hearing facilitation, project bid and award services, and construction management and administration, surveys, the preparation of legal descriptions for easements and right-of-way acquisition, and construction staking, records of survey and boundary line adjustments.

Exhibit B Rate Schedule



Transpo Billing Rate Range Schedule

Rates are effective June 24, 2017 through June 22, 2018

Category	Billing Rate Range	
	Min	Max
Engineer/Planner/Analyst/Principal/Director - Level 7	\$200	\$300
Engineer/Planner/Analyst/Proj Adm - Level 6	\$175	\$210
Engineer/Planner/Analyst/Proj Adm - Level 5	\$150	\$200
Engineer/Planner/Analyst/Proj Adm - Level 4	\$120	\$150
Engineer/Planner/Analyst/Proj Adm - Level 3	\$110	\$135
Engineer/Planner/Analyst/Proj Adm - Level 2	\$90	\$120
Engineer/Planner/Analyst/Proj Adm - Level 1	\$70	\$110

RESOLUTION NO. 17-0376

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN ON-CALL
CONTRACT FOR SERVICES WITH GRAY & OSBORNE,
INC..**

WHEREAS, Gray & Osborne, Inc. is a regional engineering company well known for its area of expertise and has worked with a variety of local government entities including the City of Edgewood; and

WHEREAS, the City has been pleased with the service provided and in particular the knowledge of Gray & Osborne, Inc. with regard to the specific challenges related to engineering challenges in the City; and

WHEREAS, the Assistant City Administrator-Municipal Services utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in on-call engineering studies and project management and has selected Gray & Osborne, Inc. based upon prior experience with their turn-around time and work product;

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

Section 1. The Mayor is hereby authorized to execute a one year contract for services with Gray & Osborne, Inc. in an amount not to exceed \$75,000.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 27TH DAY OF JUNE, 2017.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

**ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD AND
GRAY & OSBORNE, INC.**

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc., (hereinafter the "Consultant,") a Washington corporation organized under the laws of the State of Washington located and doing business at 701 Dexter Avenue North, Suite 200, Seattle, WA 98109.

RECITALS

WHEREAS, the City requires the provision of engineering and surveying on-call services, and

WHEREAS, the Consultant has agreed to provide engineering and surveying on-call services under the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. The City shall issue a written Task Order for each project assigned to the Consultant. The written Task Order shall include the following information, which may be furnished in consultation with the Consultant: (1) Task Order Title (project name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items may be brief, but will be sufficiently detailed for the Consultant to understand the work being authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the completion of any Task Order on any project. The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The

City shall pay the Consultant an amount based on time and materials, not to exceed Seventy-Five Thousand Dollars (\$75,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies equipment and incidentals necessary to complete the work. The Consultant shall submit an itemized invoice to the City for each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The City shall pay the full amount of an invoice within sixty (60) days of receipt. 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.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of said not-to-exceed amount in Section II (A) without a duly authorized amendment to this Agreement. In the event services are required beyond those specified in the Scope of Work and are not included in the compensation listed in this Agreement, a written contract amendment shall be negotiated and approved by the City before any effort is expended on such services.

III. 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.

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The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on July 1, 2018, unless extended by an amendment executed by the duly authorized representatives of the parties.

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B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, 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.

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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.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the Client pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the Client in the defense of those claims specifically founded upon the Consultant's liability as set forth in this Section.

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.

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

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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.
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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 each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000. Employer's Liability Disease -- Policy Limit \$1,000,000.

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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 the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
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Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. 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.

XI. City's Right of Inspection

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 of 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.

XII. Consultant to Maintain Records to Support Independent Contractor Status

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 the Revised Code of Washington (RCW)

Section 51.08.195, as required 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 RCW Title 51, Industrial Insurance.

XIII. 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 of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred 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 and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

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 City of Edgewood shall determine the term or provision's true intent or meaning. The City of Edgewood 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.

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's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. 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. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Tani Stafford
Gray & Osborne, Inc.
701 Dexter Avenue North, Suite 200
Seattle, WA 98109

CITY:

Attn: Aaron Nix
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

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 the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons 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 provision.

XIX. 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 whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed 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 this ____ day of _____, 2017.

CONSULTANT

By: 
Mike Johnson, PE, President
Gray & Osborne, Inc.

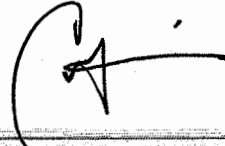
CITY OF EDGEWOOD

By: _____
Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:



Carol Morris, City Attorney

Exhibit A

Scope of Work

Upon written direction of the City of Edgewood, the Engineer shall provide engineering services in accordance with a written scope of work, which describes the engineering services to be provided, such services may include, but are not limited to, engineering studies, financial analysis, predesign, design, grant and/or loan application assistance, developer sponsored reviews, local improvement district formation, the preparation and acquisition of easement and right of way, environmental studies and documentation, the preparation of regulatory permits and approvals, public meeting and hearing facilitation, project bid and award services, and descriptions for easements and right of way acquisition, and construction staking, records of survey and boundary line adjustments.

Exhibit B Fee Schedule

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 15, 2018**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 48.00	to	\$120.00
Electrical Engineer	\$103.00	to	\$190.00
Structural Engineer	\$ 99.00	to	\$175.00
Environmental Technician/Specialist	\$ 80.00	to	\$115.00
Civil Engineer	\$ 77.00	to	\$130.00
Project Engineer	\$106.00	to	\$150.00
Project Manager	\$ 99.00	to	\$185.00
Principal-in-Charge	\$112.00	to	\$185.00
Resident Engineer	\$122.00	to	\$175.00
Field Inspector	\$ 74.00	to	\$150.00
Field Survey (2 Person)***	\$144.00	to	\$220.00
Field Survey (3 Person)***	\$219.00	to	\$300.00
Professional Land Surveyor	\$109.00	to	\$140.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.53 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. - Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



**CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
AGENDA BILL NO.: 17-029**

Date: June 27, 2017

Title: City of Edgewood 2016 Annual Report submitted to the State Auditor

Attachments: 2016 City of Edgewood Annual Report

Submitted By: Dave Gray, ACA/Finance Director

Approved For Agenda By: Daryl Eiding, Mayor

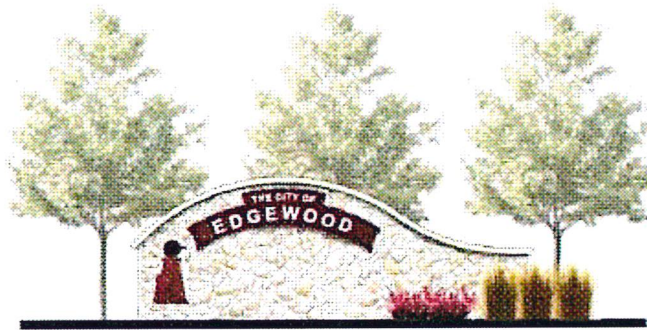
Discussion: The City is required by law to submit, in the format directed by the Washington State Auditor, an Annual Report by the 150th Day of each fiscal year. The City complied by submitting the 2016 Annual Report (attached) by May 30, 2017. The Certification (attached) is the City's record of compliance.

Recommendation: Request the Mayor Make the City of Edgewood 2016 Annual Report Available to the public via the City Website.

Fiscal Impact: None

Unaudited Financial Statements

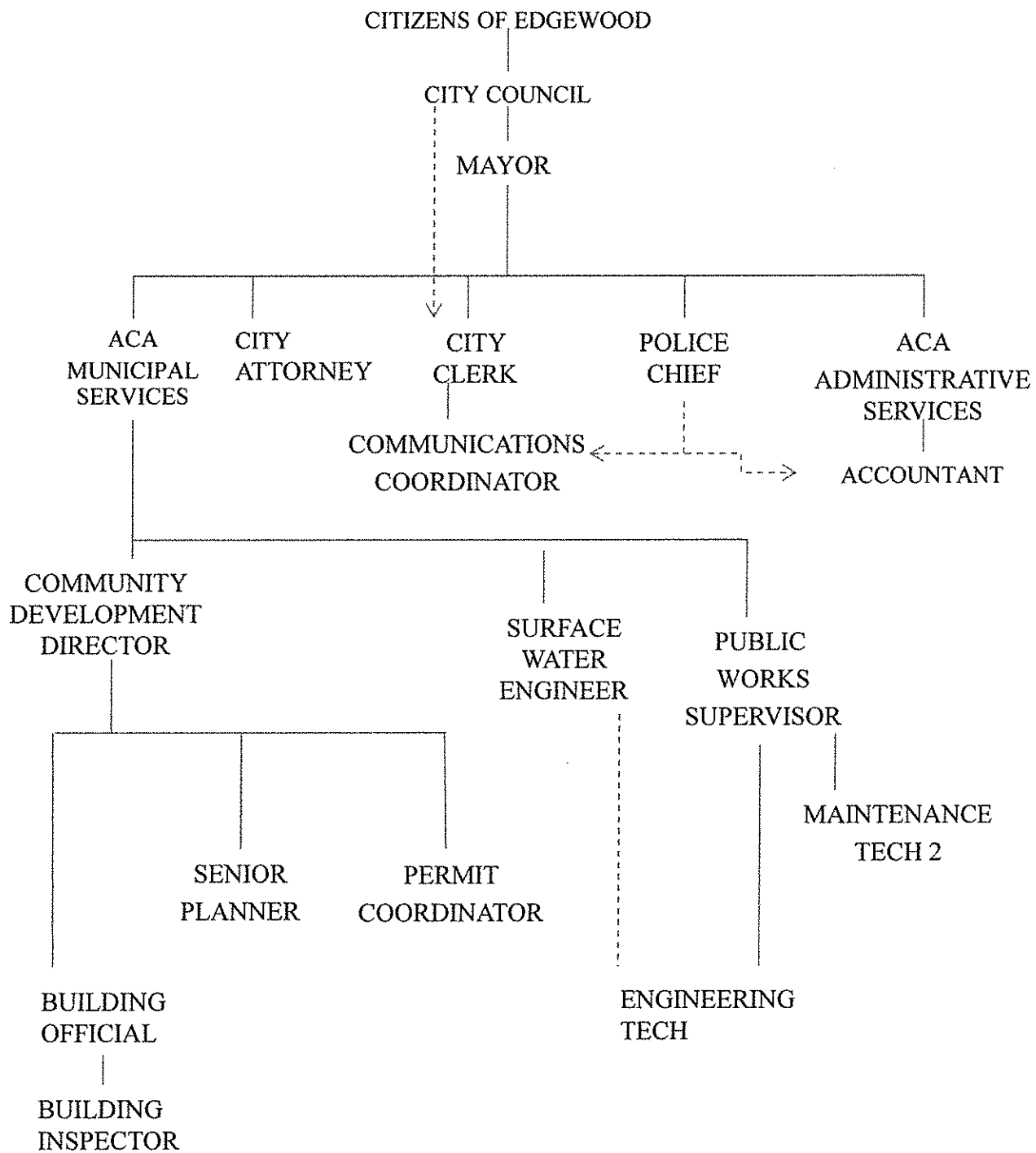
City of Edgewood 2016 ANNUAL REPORT



City of Edgewood
2224 104th Avenue East
Edgewood WA 98372
www.cityofedgewood.org

City of Edgewood, Washington
2016 Annual Report
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City of Edgewood, Washington
2016 City Officials

Elected City Councilmembers:

Mayor Daryl Eidinger	December 31, 2019
Deputy Mayor, Tyron Christopherson.....	December 31, 2017
Councilmember Luke Meyers	December 31, 2019
Councilmember Nate Lowry	December 31, 2019
Councilmember Stephanie Shook	December 31, 2017
Councilmember Donna O’Ravez	December 31, 2017
Councilmember Mark Creley	December 31, 2019
Councilmember Rosanne Tomin.....	December 31, 2017

Appointed Staff:

Police Chief (Contracted)	Micah Lundborg
City Clerk	Rachel Pitzel
City Attorney (Contracted)	Carol Morris

ANNUAL REPORT CERTIFICATION

City of Edgewood

(Official Name of Government)

1111

MCAG No.

Submitted pursuant to RCW 43.09.230 to the Washington State Auditor's Office

For the Fiscal Year Ended 12/31/2016

GOVERNMENT INFORMATION:

Official Mailing Address 2224 104th Ave E

Edgewood, WA 98372

Official Website Address www.cityofedgewood.org

Official E-mail Address dave@cityofedgewood.org

Official Phone Number 253-952-3299

AUDIT CONTACT or PREPARER INFORMATION and CERTIFICATION:

Audit Contact or Preparer Name and Title Dave Gray Assistant City Manager of Municipal Services

Contact Phone Number 253-952-3299

Contact E-mail Address dave@cityofedgewood.org

I certify 30th day of May, 2017, that annual report information is complete, accurate and in conformity with the Budgeting, Accounting and Reporting Systems Manual, to the best of my knowledge and belief, having reviewed this information and taken all appropriate steps in order to provide such certification. I acknowledge and understand our responsibility for the design and implementation of controls to ensure accurate financial reporting, comply with applicable laws and safeguard public resources, including controls to prevent and detect fraud. Finally, I acknowledge and understand our responsibility for immediately submitting corrected annual report information if any errors or an omission in such information is subsequently identified.

Signatures

Dave Gray (dave@cityofedgewood.org)

City of Edgewood
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2016

		Total for All Funds (Memo Only)	001 Current Expense Fund	101 Street Fund	110 Park Impact Fee
Beginning Cash and Investments					
30810	Reserved	5,265,081	1,070,867	83,323	473,122
30880	Unreserved	1,729,643	1,729,603	-	-
388 / 588	Prior Period Adjustments, Net	-	-	-	-
Revenues					
310	Taxes	3,416,806	2,656,901	271,348	-
320	Licenses and Permits	619,414	583,352	36,062	-
330	Intergovernmental Revenues	1,109,160	276,725	217,397	-
340	Charges for Goods and Services	2,186,228	711,320	36,952	378,330
350	Fines and Penalties	50,496	8	-	-
360	Miscellaneous Revenues	2,000,955	18,046	121	201
Total Revenues:		9,383,059	4,246,352	561,881	378,531
Expenditures					
510	General Government	1,002,043	1,002,043	-	-
520	Public Safety	1,864,001	1,864,001	-	-
530	Utilities	630,153	-	-	-
540	Transportation	607,140	-	607,140	-
550	Natural and Economic Environment	1,119,555	1,119,555	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	61,490	61,490	-	-
Total Expenditures:		5,284,382	4,047,089	607,140	-
Excess (Deficiency) Revenues over Expenditures:		4,098,677	199,263	(45,260)	378,531
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	754,036	-	220,000	-
385	Special or Extraordinary Items	-	-	-	-
386 / 389	Custodial Activities	20,134	20,134	-	-
381, 395, 398	Other Resources	400,000	-	-	-
Total Other Increases in Fund Resources:		1,174,170	20,134	220,000	-
Other Decreases in Fund Resources					
594-595	Capital Expenditures	1,258,140	21,164	-	-
591-593, 599	Debt Service	1,706,322	76,145	-	-
597	Transfers-Out	754,036	140,063	-	-
585	Special or Extraordinary Items	-	-	-	-
586 / 589	Custodial Activities	16,508	16,508	-	-
581	Other Uses	400,000	400,000	-	-
Total Other Decreases in Fund Resources:		4,135,005	653,879	-	-
Increase (Decrease) in Cash and Investments:		1,137,841	(434,482)	174,740	378,531
Ending Cash and Investments					
5081000	Reserved	6,769,098	1,002,519	258,065	851,654
5088000	Unreserved	1,363,569	1,363,469	100	-
Total Ending Cash and Investments		8,132,666	2,365,987	258,165	851,654

The accompanying notes are an integral part of this statement.

City of Edgewood
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2016

		111 Traffic Impact Fee	130 Municipal Capital Reserver REET1	132 Municipal Capital Reserver REET	201 Debt Service
Beginning Cash and Investments					
30810	Reserved	176,515	109,607	121,205	-
30880	Unreserved	-	-	-	-
388 / 588	Prior Period Adjustments, Net	-	-	-	-
Revenues					
310	Taxes	-	244,331	244,226	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	-	-	-
340	Charges for Goods and Services	387,928	-	-	-
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	-	33	106	-
Total Revenues:		387,928	244,364	244,332	-
Expenditures					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	-	-	-	-
540	Transportation	-	-	-	-
550	Natural and Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		-	-	-	-
Excess (Deficiency) Revenues over Expenditures:		387,928	244,364	244,332	-
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	-	-	-	401,920
385	Special or Extraordinary Items	-	-	-	-
386 / 389	Custodial Activities	-	-	-	-
381, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		-	-	-	401,920
Other Decreases in Fund Resources					
594-595	Capital Expenditures	-	-	-	-
591-593, 599	Debt Service	-	-	-	391,197
597	Transfers-Out	-	253,690	220,000	-
585	Special or Extraordinary Items	-	-	-	-
586 / 589	Custodial Activities	-	-	-	-
581	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		-	253,690	220,000	391,197
Increase (Decrease) in Cash and Investments:		387,928	(9,326)	24,332	10,723
Ending Cash and Investments					
5081000	Reserved	564,443	100,280	145,536	10,723
5088000	Unreserved	-	-	-	-
Total Ending Cash and Investments		564,443	100,280	145,536	10,723

City of Edgewood
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2016

		310 Capital Parks Fund	340 Capital Roads Fund	341 Capital Roads - Meridian Ave Ph	350 Capital TIB Fund
Beginning Cash and Investments					
30810	Reserved	281,622	15,919	250,000	15,525
30880	Unreserved	40	-	-	-
388 / 588	Prior Period Adjustments, Net	-	-	-	-
Revenues					
310	Taxes	-	-	-	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	615,037	-	-
340	Charges for Goods and Services	-	-	-	-
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	152	-	-	-
Total Revenues:		152	615,037	-	-
Expenditures					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	-	-	-	-
540	Transportation	-	-	-	-
550	Natural and Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		-	-	-	-
Excess (Deficiency) Revenues over Expenditures:		152	615,037	-	-
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	10,000	-	-	-
385	Special or Extraordinary Items	-	-	-	-
386 / 389	Custodial Activities	-	-	-	-
381, 395, 398	Other Resources	-	400,000	-	-
Total Other Increases in Fund Resources:		10,000	400,000	-	-
Other Decreases in Fund Resources					
594-595	Capital Expenditures	150,134	1,021,662	-	-
591-593, 599	Debt Service	-	-	-	13,714
597	Transfers-Out	-	-	-	-
585	Special or Extraordinary Items	-	-	-	-
586 / 589	Custodial Activities	-	-	-	-
581	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		150,134	1,021,662	-	13,714
Increase (Decrease) in Cash and Investments:		(139,982)	(6,625)	-	(13,714)
Ending Cash and Investments					
5081000	Reserved	141,680	9,294	250,000	1,811
5088000	Unreserved	-	-	-	-
Total Ending Cash and Investments		141,680	9,294	250,000	1,811

City of Edgewood
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2016

		401 Sewer Utility Fund	410 Surface Water Utility Fund	411 Temporary Sewer LID	412 LID Bond Reserve Fund
Beginning Cash and Investments					
30810	Reserved	32,457	713,438	1,741,811	118,116
30880	Unreserved	-	-	-	-
388 / 588	Prior Period Adjustments, Net	-	-	-	-
Revenues					
310	Taxes	-	-	-	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	-	-	-
340	Charges for Goods and Services	13,324	658,374	-	-
350	Fines and Penalties	-	-	50,489	-
360	Miscellaneous Revenues	-	710	1,981,300	-
Total Revenues:		13,324	659,085	2,031,788	-
Expenditures					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	-	602,203	27,950	-
540	Transportation	-	-	-	-
550	Natural and Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		-	602,203	27,950	-
Excess (Deficiency) Revenues over Expenditures:		13,324	56,881	2,003,839	-
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	-	-	-	118,116
385	Special or Extraordinary Items	-	-	-	-
386 / 389	Custodial Activities	-	-	-	-
381, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		-	-	-	118,116
Other Decreases in Fund Resources					
594-595	Capital Expenditures	13,155	52,025	-	-
591-593, 599	Debt Service	-	-	1,212,485	-
597	Transfers-Out	123	22,044	118,116	-
585	Special or Extraordinary Items	-	-	-	-
586 / 589	Custodial Activities	-	-	-	-
581	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		13,278	74,069	1,330,601	-
Increase (Decrease) in Cash and Investments:		46	(17,188)	673,238	118,116
Ending Cash and Investments					
5081000	Reserved	32,503	696,251	2,415,049	236,232
5088000	Unreserved	-	-	-	-
Total Ending Cash and Investments		32,503	696,251	2,415,049	236,232

City of Edgewood
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2016

		501 Equipment Replacement Fund
Beginning Cash and Investments		
30810	Reserved	61,554
30880	Unreserved	-
388 / 588	Prior Period Adjustments, Net	-
Revenues		
310	Taxes	-
320	Licenses and Permits	-
330	Intergovernmental Revenues	-
340	Charges for Goods and Services	-
350	Fines and Penalties	-
360	Miscellaneous Revenues	286
Total Revenues:		286
Expenditures		
510	General Government	-
520	Public Safety	-
530	Utilities	-
540	Transportation	-
550	Natural and Economic Environment	-
560	Social Services	-
570	Culture and Recreation	-
Total Expenditures:		-
Excess (Deficiency) Revenues over Expenditures:		286
Other Increases in Fund Resources		
391-393, 596	Debt Proceeds	-
397	Transfers-In	4,000
385	Special or Extraordinary Items	-
386 / 389	Custodial Activities	-
381, 395, 398	Other Resources	-
Total Other Increases in Fund Resources:		4,000
Other Decreases in Fund Resources		
594-595	Capital Expenditures	-
591-593, 599	Debt Service	12,781
597	Transfers-Out	-
585	Special or Extraordinary Items	-
586 / 589	Custodial Activities	-
581	Other Uses	-
Total Other Decreases in Fund Resources:		12,781
Increase (Decrease) in Cash and Investments:		(8,495)
Ending Cash and Investments		
5081000	Reserved	53,058
5088000	Unreserved	-
Total Ending Cash and Investments		53,058

City of Edgewood
Fiduciary Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2016

		Total for All Funds (Memo Only)	630 Transportation Benefit District	640 Assignment of Funds- Deposits in Lieu of Bond	642 Retention
308	Beginning Cash and Investments	111,765	111,765	-	-
388 & 588	Prior Period Adjustments, Net	-	-	-	-
310-360	Revenues	162,083	162,083	-	-
380-390	Other Increases and Financing Sources	186,830	-	131,901	45,868
510-570	Expenditures	273,848	273,848	-	-
580-590	Other Decreases and Financing Uses	23,821	-	15,458	-
	Net Increase (Decrease) in Cash and Investments:	51,244	(111,765)	116,443	45,868
508	Ending Cash and Investments	163,010	0	116,442	45,868

		650 Agency Funds- Transitory
508	Beginning Cash and Investments	-
588 & 588	Prior Period Adjustments, Net	-
510-360	Revenues	-
580-390	Other Increases and Financing Sources	9,062
510-570	Expenditures	-
580-590	Other Decreases and Financing Uses	8,362
	Net Increase (Decrease) in Cash and Investments:	700
508	Ending Cash and Investments	700

The accompanying notes are an integral part of this statement.

Notes to the Financial Statements For year ended December 31, 2016

Note 1 Summary of Significant Accounting Policies

The City of Edgewood was incorporated on February 28, 1996 and operates under the laws of the state of Washington applicable to a code city. The City is a general purpose government and provides law enforcement, community planning, street improvements, storm water maintenance and general administrative services, in addition, the City owns a sewer system that is operated and maintained through an Interlocal Agreement. The City uses single-entry, cash basis accounting which is a departure from generally accepted accounting principles (GAAP).

The City of Edgewood reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed, but are not included in the financial statements.
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances are not presented using the classifications defined in GAAP.

A. Fund Accounting

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. Each fund is accounted for with a separate set of single-entry accounts that comprises its cash, investments, revenues and expenditures, as appropriate. The City's resources are allocated to and accounted for in individual funds depending on their intended purpose. One managerial fund 005 Strategic Reserves is listed separately in the adoption of the budget. For 2016, the 005 Strategic Reserve fund is listed separately for financial presentation as reserved in the General Fund.

The following are the fund types used by the City:

GOVERNMENTAL FUND TYPES:

General (Current Expense) Funds

These funds are the primary operating funds of the City. They account for all financial resources except those required or elected to be accounted for in another fund.

Special Revenue Funds

These funds account for specific revenue sources that are restricted or committed to expenditures for specified purposes of the City.

Debt Service Funds

These funds account for the financial resources that are restricted, committed, or assigned to expenditures for principal, interest and related costs on general long-term debt.

Capital Projects Funds

These funds account for financial resources which are restricted, committed, or assigned for the acquisition or construction of capital facilities or other capital assets.

PROPRIETARY FUND TYPES:

Enterprise Funds

These funds account for operations that provide goods or services to the general public and are supported primarily through user charges.

Internal Service Funds

These funds account for operations that provide goods or services to other departments or funds of the City on a cost reimbursement basis.

FIDUCIARY FUND TYPES:

Fiduciary funds account for assets held by the government in a trustee capacity or as an agent on behalf of others. Beginning in fiscal year 2014, the City began accounting for funds received by the Edgewood Transportation Benefit District in a fiduciary role with Fund 630. In 2016 the City began to account for assigned funds for pass through State and Local revenue collections and funds held on behalf of others as surety or deposits in Funds 640 (Assignment), 642 (Retention) and 650 (Agency). This removed Fiduciary Activity from the Prime 086 accounts within the General Fund, identifying Fiduciary funds more clearly and eliminating the impact on their activity to the General Fund balance within the financial accounting software.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received and expenditures are recognized when paid, including those properly chargeable against the report year(s) budget appropriations as required by state law.

In accordance with state law the City also recognizes expenditures paid during twenty days after the close of the fiscal year for claims incurred during the previous period.

Purchases of capital assets are expensed during the year of acquisition. There is no capitalization of capital assets, nor allocation of depreciation expense. Inventory is expensed when purchased.

The basis of accounting described above represents a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

C. Budgets

The City adopts annual appropriated budgets for all funds. These budgets are appropriated at the fund level. The budget constitutes the legal authority for expenditures at that level. Annual appropriations for these funds lapse at the fiscal year end.

Annual appropriated budgets are adopted on the same basis of accounting as used for financial reporting.

The appropriated and actual expenditures for the legally adopted budgets were as follow:

Fund/Department	Final Appropriated Amounts	Actual Expenditures	Variance
001 General Fund	\$4,737,821	\$4,700,968	\$36,853
005 Strategic Reserve Fund	\$1,002,003	\$0	\$1,002,003
101 Street Fund	\$737,069	\$607,140	\$129,929
110 Park Impact Fee Fund	\$822,491	\$0	\$822,491
111 Traffic Impact Fee Fund	\$405,295	\$0	\$405,295
130 REET 1 Fund	\$276,276	\$253,690	\$22,586
132 REET 2 Fund	\$287,819	\$220,000	\$67,819
201 Debt Service Fund	\$401,920	\$391,196	\$10,724
310 Capital Park Fund	\$193,485	\$150,134	\$43,351
340 Capital Roads Fund	\$1,602,687	\$1,021,662	\$581,025
350 Capital TIB Fund	\$17,477	\$13,714	\$3,763
401 Sewer Fund	\$39,496	\$13,278	\$26,218
410 Surface Water Fund	\$1,536,963	\$676,271	\$860,692
411 Temporary LID Fund	\$3,423,571	\$1,358,551	\$2,065,020
501 Equipment Replacement Fund	\$61,567	\$12,781	\$48,786

Budgeted amounts are authorized to be transferred between departments within any fund/object classes within departments; however, any revisions that alter the total expenditures of a fund, or that affect the number of authorized employee positions or salary ranges must be approved by the City's legislative body.

The City budgets a Fund 005 Strategic Reserve Fund for purposes of cash flow and unexpected emergencies. For reporting purposes, Fund 005 is reported as part of Fund 001 General Fund (current expense fund).

D. Cash and Investments

See Note 2, Deposits and Investments.

E. Capital Assets

Capital assets are assets with an initial individual cost of more than \$1,000 and an estimated useful life in excess of one year. The capital assets and inventory of the City are recorded as expenditures when purchased.

F. Compensated Absences

Vacation leave may be accumulated up to 240 hours and is payable upon separation or retirement. Payments are recognized as expenditures when paid.

Sick leave may be accumulated indefinitely. Upon separation or retirement employees do not receive payment for unused sick leave.

G. Long-Term Debt See Note 5, Debt Service Requirements.

H. Other Financing Sources or Uses

The City's *Other Financing Sources or Uses* consist of operating transfers-in and operating transfers-out and Interfund loans where appropriate and approved through resolution of the City Council.

I. Risk Management

The City of Edgewood is a member of the Washington Cities Insurance Authority (WCIA).

Utilizing Chapter 48.62 RCW (self-insurance regulation) and Chapter 39.34 RCW (Interlocal Cooperation Act), nine cities originally formed WCIA on January 1, 1981. WCIA was created for the purpose of providing a pooling mechanism for jointly purchasing insurance, jointly self-insuring, and / or jointly contracting for risk management services. WCIA has a total of 176 Members.

New members initially contract for a three-year term, and thereafter automatically renew on an annual basis. A one-year withdrawal notice is required before membership can be terminated. Termination does not relieve a former member from its unresolved loss history incurred during membership.

Liability coverage is written on an occurrence basis, without deductibles. Coverage includes general, automobile, police, public officials' errors or omissions, stop gap, and employee benefits liability. Limits are \$4 million per occurrence self-insured layer, and \$16 million per occurrence in the re-insured excess layer. The excess layer is insured by the purchase of reinsurance and insurance and is subject to aggregate limits. Total limits are \$20 million per occurrence subject to aggregate sub-limits in the excess layers. The Board of Directors determines the limits and terms of coverage annually.

Insurance for property, automobile physical damage, fidelity, inland marine, and boiler and machinery coverage are purchased on a group basis. Various deductibles apply by type of coverage. Property coverage is self-funded from the members' deductible to \$750,000, for all perils other than flood and earthquake, and insured above that to \$300 million per occurrence subject to aggregates and sublimits. Automobile physical damage coverage is self-funded from the members' deductible to \$250,000 and insured above that to \$100 million per occurrence subject to aggregates and sublimits.

In-house services include risk management consultation, loss control field services, claims and litigation administration, and loss analyses. WCIA contracts for the claims investigation consultants for personnel issues and land use problems, insurance brokerage, and lobbyist

services.

WCIA is fully funded by its members, who make annual assessments on a prospectively rated basis, as determined by an outside, independent actuary. The assessment covers loss, loss adjustment, and administrative expenses. As outlined in the Interlocal, WCIA retains the right to additionally assess the membership for any funding shortfall.

An investment committee, using investment brokers, produces additional revenue by investment of WCIA's assets in financial instruments which comply with all State guidelines.

A Board of Directors governs WCIA, which is comprised of one designated representative from each member. The Board elects an Executive Committee and appoints a Treasurer to provide general policy direction for the organization. The WCIA Executive Director reports to the Executive Committee and is responsible for conducting the day to day operations of WCIA.

J. Health and Welfare

The City of Edgewood is a member of the Association of Washington Cities Employee Benefit Trust Health Care Program (AWC Trust HCP). Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, form together or join a pool or organization for the joint purchasing of insurance, and/or joint self-insurance, to the same extent that they may individually purchase insurance, or self-insure.

An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act. The AWC Trust HCP was formed on January 1, 2014 when participating cities, towns, and non-city entities of the AWC Employee Benefit Trust in the State of Washington joined together by signing an Interlocal Governmental Agreement to jointly self-insure certain health benefit plans and programs for participating employees, their covered dependents and other beneficiaries through a designated account within the Trust.

As of December 31, 2016, 258 cities/towns/non-city entities participate in the AWC Trust HCP.

The AWC Trust HCP allows members to establish a program of joint insurance and provides health and welfare services to all participating members. The AWC Trust HCP pools claims without regard to individual member experience. The pool is actuarially rated each year with the assumption of projected claims run-out for all current members. The AWC Trust HCP includes medical insurance through Regence BlueShield and Asuris Northwest Health, dental insurance through Delta Dental of Washington, and vision insurance through Vision Service Plan. Eligible members are cities and towns within the state of Washington. Non-City Entities (public agency, public corporation, intergovernmental agency, or political subdivision within the state of Washington) are eligible to apply for coverage into the AWC Trust HCP, submitting application to the Board of Trustees for review as required in the Trust Agreement.

Participating employers pay monthly premiums to the AWC Trust HCP. The AWC Trust HCP is responsible for payment of all covered claims. The AWC Trust HCP purchases stop loss insurance for Regence/Asuris plans at an Individual Stop Loss (ISL) of \$1.5 million through Life Map, and Group Health ISL at \$750,000 through Sun Life. The aggregate policy is for 200% of expected medical claims.

Participating employers contract to remain in the AWC HCP for a minimum of three years. Participating employers with over 250 employees must provide written notice of termination of all coverage a minimum of 12 months in advance of the termination date, and participating

employers with under 250 employees must provide written notice of termination of all coverage a minimum of 6 months in advance of termination date. When all coverage is being terminated, termination will only occur on December 31. Participating employers terminating a group or line of coverage must notify the HCP a minimum of 60 days prior to termination. A participating employer's termination will not obligate that member to past debts, or further contributions to the HCP. Similarly, the terminating member forfeits all rights and interest to the HCP Account.

The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Board of Trustees is comprised of four regionally elected officials from Trust member cities or towns, the Employee Benefit Advisory Committee Chair and Vice Chair, and the AWC Board of Directors President and Vice President. The Trustees or its appointed delegates review and analyze Health Care Program related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW. The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110-WAC.

The accounting records of the Trust HCP are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Trust HCP also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. The audit report for the AWC Trust HCP is available from the Washington State Auditor's office.

K. Reserved Portion of Ending Cash and Investments (Fund Balance)

Beginning and Ending Cash and Investments is reported as reserved when it is subject to restrictions on use imposed by external parties. or due to internal commitments established by the City Council. When expenditures that meet restrictions are incurred, the City intends to use reserved resources first before using unreserved amounts.

Reservations of Ending Cash and Investments consist of:

- Strategic Reserve Fund (\$1,002,519) Funds collected represent an internal commitment for emergency purposes. These funds may be rescinded by an ordinance of the City Council. For reporting purposes, this reserved amount is combined with Fund 001 General Fund.
- Street Fund (\$258,065) Funds collected represent payment in-lieu of construction and gas taxes used for road improvements. In 2017 they will include Transportation Benefit District Revenue from car tab fees (currently set by Council at \$20.00 per tab), as Council acted by ordinance effectively absorbing the Transportation Benefit District as of December 31, 2016.
- Park Impact Fee (\$851,654) Funds are used for park acquisition and improvements outlined in the City's Capital Improvement Plan. They are restricted for increasing capacity and must be expended on a legislated timeline.
- Traffic Impact Fee (\$564,443) Funds collected pay for projects identified in the City's Capital Improvement Plan. They are restricted for increasing capacity and must be expended on a legislated timeline.
- REET1 (\$100,280) and REET2 (\$145,536) The Growth Management Act (GMA) restricts projects funded from REET1 and REET2 to those capital projects outlined in the City's Capital Improvement Plan. Certain amounts may be utilized for capital project maintenance through December 31, 2016.
- Debt Service Fund (\$10,723) are used to retire scheduled debt and make annual interest

payments. This fund balance is the result of a cost savings that was not budgeted by refinancing the City's General Obligation Bond. The 2017 Budget will be lowered to account for a new debt schedule for this obligation, returning the fund to a zero balance at year end.

- Capital Parks Fund (\$141,680) is used for capital parks projects, primarily funded by grant dollars and Park Impact Fees, as identified in the City's Capital Improvement Plan.
- Capital Roads (\$259,294) and Capital TIB (\$1,811) Funds are used for capital roads projects, primarily funded by grant dollars and Traffic Impact Fees, as identified in the City's Capital Improvement Plan.
- Sewer (\$32,503) and Surface Water (\$696,251) Funds are used to support the operations and maintenance of the respective utility.
- Temporary LID Fund (\$2,415,049) Funds from special assessment payments for securing the payment of the principal of and interest on local improvement debt. The LID Reserve Fund (\$236,232) contains a reserve created from the Temporary LID Fund to achieve a one year debt payment to USDA over a ten year period, as a loan covenant. The City's current LID debt is \$14,635,631.
- Equipment Replacement Fund (\$53,058) Funds collected represent an internal commitment for replacing or purchasing capital equipment set aside from General Fund Sources. Use of the funds may be restricted by Council Ordinance.

Note 2 – Deposits and Investments

It is the City of Edgewood's policy to invest all temporary cash surpluses. The interest on these investments is prorated to the various funds of the City.

All deposits and certificates of deposit are covered by the Federal Deposit Insurance Corporation or the Washington Public Deposit Protection Commission. All investments are insured, registered, or held by the City or its agent in the government's name.

Investments are presented at principal cost.

Investments by type at December 31, 2016 are as follows:

<u>Type of Investment</u>	① City's Own Investments	② Investments held by City as an agent for other local Governments, individuals or private organizations.	③ Total
L.G.I.P.	\$2,078,792	\$0.00	\$2,078,792
U.S. Government Securities	\$ 250,118	\$0.00	\$ 250,118
Total	<u>\$2,328,910</u>	<u>\$0.00</u>	<u>\$2,328,910</u>

Note 3 Property Tax

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed around the 10th of each month.

Property tax revenues are recognized when cash is received by the City. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The City's regular levy for the year 2016 was \$1.2037 per \$1,000 on an assessed valuation of

\$1,310,781,805 for a total regular levy of \$1,577,723.

Note 4 Interfund Loans

The following table displays Interfund loan activity during 2016:

Borrowing Fund	Lending Fund	Balance 1/1/2016	New Loans	Repayments	Balance 12/31/2016
Fund 340	Fund 001	\$0	\$400,000	\$0	\$400,000

Effective March 31, 2017, the outstanding Interfund Loan to Capital Roads was repaid in full to the General Fund. It was a short term loan to cover the lag in a WSDOT Grant Reimbursement.

Note 5 – Debt Service Requirements

The accompanying Schedule of Long-Term Liabilities (09) provides more details of the outstanding debt and liabilities of the City and summarizes the City's debt transactions for year ended December 31, 2015.

The debt service requirements for general obligation bonds, revenue bonds, special assessment bonds, and loans including both principal and interest, are as follows:

	General Obligation Bonds	Revenue Bonds	Other Debt	Total Debt
2016	571,117		1,046,279	\$1,617,396
2017	563,324		1,046,099	\$1,609,423
2018	562,324		1,045,919	\$1,608,243
2019	561,209		1,045,739	\$1,606,948
2020	559,704		1,045,559	\$1,605,263
2021 - 2025	2,808,701		5,225,094	\$8,033,795
2026 – 2030	1,282,279		5,161,917	\$6,444,196
2031 – 2035	899,600		3,016,943	\$3,916,543
2036	179,920			\$179,920
Totals	<u>\$7,988,178</u>	<u>\$0</u>	<u>\$18,633,549</u>	<u>\$26,621,727</u>

Other Debt represents annual principal and interest payments to the Public Works Trust Fund Loan and the LID (see Note 7A for information on the LID).

The City owns three parcels in the LID whose current portion owed is \$679,860. The 1 remaining annual assessment installments are \$45,324 each and the assessment will be paid in 2031. Yearly interest is due on the declining balance owed. For 2016, the interest paid was \$30,821.

Note 6 Pension Plans

Substantially all of the City's full-time and qualifying part-time employees participate in the Public Employees Retirement System (PERS) administered by the Washington State Department of Retirement Systems, under cost-sharing multiple-employer public employee defined benefit and defined contribution retirement plans. Actuarial information is on a system-wide basis and is not considered pertinent to the

City's financial statements. Contributions to the systems by both employee and employer are based upon gross wages covered by plan benefits.

Historical trend or other information regarding each plan is presented in the Washington State Department of Retirement Systems annual financial report. A copy of this report may be obtained by writing to:

Department of Retirement Systems
Communications Unit
PO Box 48380
Olympia, WA 985048380

At June 30, 2016 (the measurement date of the plans), the City of Edgewood proportionate share of the collective net pension liabilities, as reported on the Schedule 09, was as follows:

PLAN	Allocation %	Liability (Asset)
PERS 1	.001828%	\$ 98,172
PERS 1(UAAL)	.005249%	\$281,896
PERS 2/3	.006723%	\$338,498

A substantial increase in liability is noted for the 2016 addition in the PEFI produced by the State Actuarial Office of the PERS1 (UAAL) liability. This was not detailed in the 2015 PEFI for the City of Edgewood.

Note 7 - Other Disclosures

- A. Local Improvement District No. 1: As of December 31 all law suits with LID assessed property owners as plaintiffs have been settled in favor of the City of Edgewood. One remaining petition to the State Supreme Court to hear a claim of civil rights infraction was dismissed on March 7, 2017. As of December 31, 2016, the City has not had an application for, nor collected any City Conveyance Development Charges (late comer's fees) for sewer extensions within the Core 1 area, which would be assessed for public entity or private/developer funded projects.
- B. Personnel Changes: As noted in the 2015 Financial Statement Notes, the City underwent significant change in personnel during 2015, including a change in government to an Elected Mayor-Council form of governance. The Elected Mayor is currently filling the role of Chief Administrative Officer, working full time with weekly scheduled hours at City Hall. The personnel compliment of 16 FTE's has been filled with 15 FTE's as of December 31, 2016.
- C. Construction Commitments: The City had no active construction projects as of December 31, 2016.
- D. Mt. View Edgewood Water Company Franchise Agreement: The City of Edgewood has maintained a Franchise Agreement with the Mt. View Edgewood Water Company (MTVE), a nonprofit

shareholder owned corporation formed to supply water to approximately seventy-five percent of the parcels within the City of Edgewood jurisdictional boundaries, since the City's formation in 1996. The current five year agreement expired in April of 2016. As of January 17, 2017 a new five year Franchise Agreement has been executed to the satisfaction of both entities.

City of Edgewood

Schedule 01

For the year ended December 31, 2016

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	3081000	Reserved Cash and Investments - Beginning	\$1,070,867
1111	001	Current Expense Fund	3088000	Unreserved Cash and Investments - Beginning	\$1,729,603
1111	001	Current Expense Fund	3111000	Property Tax	\$1,531,292
1111	001	Current Expense Fund	3131100	Local Retail Sales and Use Tax	\$876,627
1111	001	Current Expense Fund	3131710	Zoo, Aquarium and Wildlife Facilities Sales and Use Tax	\$89,390
1111	001	Current Expense Fund	3137100	Criminal Justice Sales and Use Tax	\$159,496
1111	001	Current Expense Fund	3172000	Leasehold Excise Tax	\$95
1111	001	Current Expense Fund	3216000	Professional and Occupations	\$5,730
1111	001	Current Expense Fund	3216000	Professional and Occupations	\$3,035
1111	001	Current Expense Fund	3216000	Professional and Occupations	\$1,142
1111	001	Current Expense Fund	3219100	Franchise Fees and Royalties	\$171,456
1111	001	Current Expense Fund	3219900	Other Business Licenses and Permits	\$29,302
1111	001	Current Expense Fund	3221000	Buildings, Structures and Equipment	\$290,809
1111	001	Current Expense Fund	3221000	Buildings, Structures and Equipment	\$36,047
1111	001	Current Expense Fund	3221000	Buildings, Structures and Equipment	\$45,576
1111	001	Current Expense Fund	3221000	Buildings, Structures and Equipment	\$180
1111	001	Current Expense Fund	3221000	Buildings, Structures and Equipment	\$75
1111	001	Current Expense Fund	3332060	Federal Indirect Grant from Department of Transportation	\$2,000
1111	001	Current Expense Fund	3360098	City-County Assistance	\$116,829
1111	001	Current Expense Fund	3360621	Criminal Justice - Violent Crimes/Population	\$2,648

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	3360625	Criminal Justice - Contracted Services	\$16,398
1111	001	Current Expense Fund	3360626	Criminal Justice - Special Programs	\$9,656
1111	001	Current Expense Fund	3360641	Marijuana Enforcement	\$8
1111	001	Current Expense Fund	3360651	DUI and Other Criminal Justice Assistance	\$1,499
1111	001	Current Expense Fund	3360694	Liquor/Beer Excise Tax	\$44,860
1111	001	Current Expense Fund	3360695	Liquor Control Board Profits	\$82,826
1111	001	Current Expense Fund	3418100	Data/Word Processing, Printing, Duplicating and IT Services	\$532
1111	001	Current Expense Fund	3418100	Data/Word Processing, Printing, Duplicating and IT Services	\$7,800
1111	001	Current Expense Fund	3418200	Engineering Services	\$61,174
1111	001	Current Expense Fund	3421000	Law Enforcement Services	\$425
1111	001	Current Expense Fund	3458100	Zoning and Subdivision Services	\$3,560
1111	001	Current Expense Fund	3458100	Zoning and Subdivision Services	\$8,950
1111	001	Current Expense Fund	3458100	Zoning and Subdivision Services	\$2,670
1111	001	Current Expense Fund	3458100	Zoning and Subdivision Services	\$44,030
1111	001	Current Expense Fund	3458100	Zoning and Subdivision Services	\$3,330
1111	001	Current Expense Fund	3458100	Zoning and Subdivision Services	\$6,090
1111	001	Current Expense Fund	3458300	Plan Checking Services	\$243,600
1111	001	Current Expense Fund	3458300	Plan Checking Services	\$462
1111	001	Current Expense Fund	3458300	Plan Checking Services	\$8,872
1111	001	Current Expense Fund	3458300	Plan Checking Services	\$18,076
1111	001	Current Expense Fund	3458500	Growth Management Act (GMA) Impact Fees	\$19,396
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$78,340
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$22,794

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$29,160
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$900
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$8,960
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$16,780
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$350
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$1,500
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$38,590
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$66,968
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$1,300
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$1,100
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$4,152
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$1,460
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$540
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$7,140
1111	001	Current Expense Fund	3458900	Other Planning and Development Services	\$170
1111	001	Current Expense Fund	3473000	Activity Fees	\$2,150
1111	001	Current Expense Fund	3565000	Investigative Fund Assessments	\$8
1111	001	Current Expense Fund	3611100	Investment Earnings	\$6,552
1111	001	Current Expense Fund	3611100	Investment Earnings	\$818
1111	001	Current Expense Fund	3614000	Other Interest	\$588
1111	001	Current Expense Fund	3614000	Other Interest	\$33
1111	001	Current Expense Fund	3694000	Judgments and Settlements	\$10,056
1111	001	Current Expense Fund	3861000	Court Remittances	\$3,512
1111	001	Current Expense Fund	3861000	Court Remittances	\$760

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	3861000	Court Remittances	\$2,325
1111	001	Current Expense Fund	3861000	Court Remittances	\$13,537
1111	101	Street Fund	3081000	Reserved Cash and Investments - Beginning	\$83,323
1111	101	Street Fund	3176000	Transportation Benefit District Vehicle Fees	\$271,348
1111	101	Street Fund	3224000	Street and Curb Permits	\$5,760
1111	101	Street Fund	3224000	Street and Curb Permits	\$30,302
1111	101	Street Fund	3360071	Multimodal Transportation - Cities	\$9,838
1111	101	Street Fund	3360087	Motor Vehicle Fuel Tax - City Streets	\$52,336
1111	101	Street Fund	3360087	Motor Vehicle Fuel Tax - City Streets	\$155,223
1111	101	Street Fund	3441000	Roads/Streets Maintenance/Repair/Construction Services	\$36,952
1111	101	Street Fund	3611100	Investment Earnings	\$121
1111	101	Street Fund	3970000	Transfers-In	\$220,000
1111	110	Park Impact Fee	3081000	Reserved Cash and Investments - Beginning	\$473,122
1111	110	Park Impact Fee	3458500	Growth Management Act (GMA) Impact Fees	\$378,330
1111	110	Park Impact Fee	3611100	Investment Earnings	\$201
1111	111	Traffic Impact Fee	3081000	Reserved Cash and Investments - Beginning	\$176,515
1111	111	Traffic Impact Fee	3458500	Growth Management Act (GMA) Impact Fees	\$387,928
1111	130	Municipal Capital Reserver REET1	3081000	Reserved Cash and Investments - Beginning	\$109,607
1111	130	Municipal Capital Reserver REET1	3183400	REET 1 - First Quarter Percent	\$244,331
1111	130	Municipal Capital Reserver REET1	3611100	Investment Earnings	\$33
1111	132	Municipal Capital Reserver REET 2	3081000	Reserved Cash and Investments - Beginning	\$121,205
1111	132	Municipal Capital Reserver REET 2	3183400	REET 1 - First Quarter Percent	\$244,226
1111	132	Municipal Capital Reserver REET 2	3611100	Investment Earnings	\$106
111	201	Debt Service	3970000	Transfers-In	\$136,063

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	201	Debt Service	3970000	Transfers-In	\$123
1111	201	Debt Service	3970000	Transfers-In	\$12,044
1111	201	Debt Service	3970000	Transfers-In	\$253,690
1111	310	Capital Parks Fund	3081000	Reserved Cash and Investments - Beginning	\$281,622
1111	310	Capital Parks Fund	3088000	Unreserved Cash and Investments - Beginning	\$40
1111	310	Capital Parks Fund	3611100	Investment Earnings	\$152
1111	310	Capital Parks Fund	3970000	Transfers-In	\$10,000
1111	340	Capital Roads Fund	3081000	Reserved Cash and Investments - Beginning	\$15,919
1111	340	Capital Roads Fund	3332020	Federal Indirect Grant from Department of Transportation	\$45,544
1111	340	Capital Roads Fund	3340360	State Grant from Department of Transportation	\$569,493
1111	340	Capital Roads Fund	3811000	Interfund Loans Received	\$400,000
1111	341	Capital Roads - Meridian Ave Ph II	3081000	Reserved Cash and Investments - Beginning	\$250,000
1111	350	Capital TIB Fund	3081000	Reserved Cash and Investments - Beginning	\$15,525
1111	401	Sewer Utility Fund	3081000	Reserved Cash and Investments - Beginning	\$32,457
1111	401	Sewer Utility Fund	3435000	Sewer/Reclaimed Water Sales and Services	\$13,324
1111	410	Surface Water Utility Fund	3081000	Reserved Cash and Investments - Beginning	\$713,438
1111	410	Surface Water Utility Fund	3431000	Storm Drainage Sales and Services	\$653,298
1111	410	Surface Water Utility Fund	3438300	Combined Water/Sewer/Solid Waste Sales and Services	\$5,076
1111	410	Surface Water Utility Fund	3611100	Investment Earnings	\$710
1111	411	Temporary Sewer LID	3081000	Reserved Cash and Investments - Beginning	\$1,741,811
1111	411	Temporary Sewer LID	3590000	Non-Court Fines and Penalties	\$50,489
1111	411	Temporary Sewer LID	3611100	Investment Earnings	\$5,036

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	411	Temporary Sewer LID	3614000	Other Interest	\$609,933
1111	411	Temporary Sewer LID	3681000	Special Assessments - Capital	\$1,366,331
1111	412	LID Bond Reserve Fund	3081000	Reserved Cash and Investments - Beginning	\$118,116
1111	412	LID Bond Reserve Fund	3970000	Transfers-In	\$118,116
1111	501	Equipment Replacement Fund	3081000	Reserved Cash and Investments - Beginning	\$61,554
1111	501	Equipment Replacement Fund	3611100	Investment Earnings	\$286
1111	501	Equipment Replacement Fund	3970000	Transfers-In	\$4,000
1111	630	Transportation Benefit District	3081000	Reserved Cash and Investments - Beginning	\$111,765
1111	630	Transportation Benefit District	3176000	Transportation Benefit District Vehicle Fees	\$162,083
1111	640	Assignment of Funds-Deposits in Lieu of Bond	3861000	Court Remittances	\$131,901
1111	642	Retention	3861000	Court Remittances	\$45,868
1111	650	Agency Funds-Transitory	3861000	Court Remittances	\$433
1111	650	Agency Funds-Transitory	3861000	Court Remittances	\$992
1111	650	Agency Funds-Transitory	3861000	Court Remittances	\$6,438
1111	650	Agency Funds-Transitory	3861000	Court Remittances	\$1,200
1111	001	Current Expense Fund	5081000	Reserved Cash and Investments - Ending	\$1,002,519
1111	001	Current Expense Fund	5088000	Unreserved Cash and Investments - Ending	\$1,363,469
1111	001	Current Expense Fund	5524050	Employment Opportunity	\$230
1111	001	Current Expense Fund	5811000	Interfund Loans	\$400,000
1111	001	Current Expense Fund	5970000	Transfers-Out	\$4,000
1111	001	Current Expense Fund	5970000	Transfers-Out	\$136,063
1111	001	Current Expense Fund	5116010	Legislative Activities	\$33,875
1111	001	Current Expense Fund	5116020	Legislative Activities	\$491
1111	001	Current Expense Fund	5116020	Legislative Activities	\$394
1111	001	Current Expense Fund	5116020	Legislative Activities	\$199
1111	001	Current Expense Fund	5116030	Legislative Activities	\$149
1111	001	Current Expense Fund	5116030	Legislative Activities	\$245
1111	001	Current Expense Fund	5116040	Legislative Activities	\$2,000

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	5116040	Legislative Activities	\$352
1111	001	Current Expense Fund	5116040	Legislative Activities	\$50
1111	001	Current Expense Fund	5116040	Legislative Activities	\$380
1111	001	Current Expense Fund	5131010	Executive Office	\$43,187
1111	001	Current Expense Fund	5131020	Executive Office	\$625
1111	001	Current Expense Fund	5131020	Executive Office	\$560
1111	001	Current Expense Fund	5131020	Executive Office	\$80
1111	001	Current Expense Fund	5131020	Executive Office	\$17,051
1111	001	Current Expense Fund	5131030	Executive Office	\$600
1111	001	Current Expense Fund	5131040	Executive Office	\$70
1111	001	Current Expense Fund	5131040	Executive Office	\$9
1111	001	Current Expense Fund	5113040	Official Publication Services	\$4,065
1111	001	Current Expense Fund	5142010	Financial Services	\$98,338
1111	001	Current Expense Fund	5142020	Financial Services	\$1,422
1111	001	Current Expense Fund	5142020	Financial Services	\$6,082
1111	001	Current Expense Fund	5142020	Financial Services	\$11,118
1111	001	Current Expense Fund	5142020	Financial Services	\$371
1111	001	Current Expense Fund	5142020	Financial Services	\$388
1111	001	Current Expense Fund	5142020	Financial Services	\$43,986
1111	001	Current Expense Fund	5142030	Financial Services	\$507
1111	001	Current Expense Fund	5142040	Financial Services	\$328
1111	001	Current Expense Fund	5142040	Financial Services	\$86
1111	001	Current Expense Fund	5142040	Financial Services	\$26
1111	001	Current Expense Fund	5142340	Financial Services	\$15,050
1111	001	Current Expense Fund	5143010	Recording Services	\$61,354
1111	001	Current Expense Fund	5143020	Recording Services	\$885
1111	001	Current Expense Fund	5143020	Recording Services	\$3,766
1111	001	Current Expense Fund	5143020	Recording Services	\$6,157
1111	001	Current Expense Fund	5143020	Recording Services	\$134
1111	001	Current Expense Fund	5143020	Recording Services	\$244
1111	001	Current Expense Fund	5143020	Recording Services	\$11,599
1111	001	Current Expense Fund	5143030	Recording Services	\$131
1111	001	Current Expense Fund	5143030	Recording Services	\$23
1111	001	Current Expense Fund	5143040	Recording Services	\$7,560

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	5143040	Recording Services	\$350
1111	001	Current Expense Fund	5143040	Recording Services	\$338
1111	001	Current Expense Fund	5143040	Recording Services	\$114
1111	001	Current Expense Fund	5143040	Recording Services	\$2,092
1111	001	Current Expense Fund	5143040	Recording Services	\$305
1111	001	Current Expense Fund	5143040	Recording Services	\$45
1111	001	Current Expense Fund	5144050	Election Services	\$3,753
1111	001	Current Expense Fund	5149050	Voters Registration Services	\$18,451
1111	001	Current Expense Fund	5188040	Information Technology Services	\$19,558
1111	001	Current Expense Fund	5188040	Information Technology Services	\$1,860
1111	001	Current Expense Fund	5188040	Information Technology Services	\$177
1111	001	Current Expense Fund	5188040	Information Technology Services	\$12,881
1111	001	Current Expense Fund	5941460	Capital Expenditures/Expenses - Financial, Recording, and Election Services	\$5,251
1111	001	Current Expense Fund	5153240	Legal Services	\$166,178
1111	001	Current Expense Fund	5153240	Legal Services	\$14,757
1111	001	Current Expense Fund	5125050	Municipal Court	\$18,000
1111	001	Current Expense Fund	5181010	Personnel Services	\$18,595
1111	001	Current Expense Fund	5181020	Personnel Services	\$269
1111	001	Current Expense Fund	5181020	Personnel Services	\$1,410
1111	001	Current Expense Fund	5181020	Personnel Services	\$2,118
1111	001	Current Expense Fund	5181020	Personnel Services	\$74
1111	001	Current Expense Fund	5181020	Personnel Services	\$4,204
1111	001	Current Expense Fund	5182010	Property Management Services	\$73,738
1111	001	Current Expense Fund	5182020	Property Management Services	\$1,067
1111	001	Current Expense Fund	5182020	Property Management Services	\$4,371
1111	001	Current Expense Fund	5182020	Property Management Services	\$8,393

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	5182020	Property Management Services	\$63
1111	001	Current Expense Fund	5182020	Property Management Services	\$295
1111	001	Current Expense Fund	5182020	Property Management Services	\$34,822
1111	001	Current Expense Fund	5182030	Property Management Services	\$1,834
1111	001	Current Expense Fund	5182030	Property Management Services	\$85
1111	001	Current Expense Fund	5182040	Property Management Services	\$3,010
1111	001	Current Expense Fund	5182040	Property Management Services	\$4,411
1111	001	Current Expense Fund	5182040	Property Management Services	\$850
1111	001	Current Expense Fund	5182040	Property Management Services	\$108
1111	001	Current Expense Fund	5182040	Property Management Services	\$20,180
1111	001	Current Expense Fund	5183010	Maintenance/Security/Insurance/Janitorial Services	\$12,492
1111	001	Current Expense Fund	5183020	Maintenance/Security/Insurance/Janitorial Services	\$180
1111	001	Current Expense Fund	5183020	Maintenance/Security/Insurance/Janitorial Services	\$772
1111	001	Current Expense Fund	5183020	Maintenance/Security/Insurance/Janitorial Services	\$1,450
1111	001	Current Expense Fund	5183020	Maintenance/Security/Insurance/Janitorial Services	\$98
1111	001	Current Expense Fund	5183020	Maintenance/Security/Insurance/Janitorial Services	\$50
1111	001	Current Expense Fund	5183020	Maintenance/Security/Insurance/Janitorial Services	\$3,453
1111	001	Current Expense Fund	5183030	Maintenance/Security/Insurance/Janitorial Services	\$13,219

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	5183030	Maintenance/Security/Insurance/Janitorial Services	\$336
1111	001	Current Expense Fund	5183030	Maintenance/Security/Insurance/Janitorial Services	\$2,199
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$13,309
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$15,105
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$2,029
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$6,358
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$129
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$1,293
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$16,745
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$938
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$33,564
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$275
1111	001	Current Expense Fund	5183040	Maintenance/Security/Insurance/Janitorial Services	\$4,260
1111	001	Current Expense Fund	5183050	Maintenance/Security/Insurance/Janitorial Services	\$189
1111	001	Current Expense Fund	5188540	Information Technology Services	\$875
1111	001	Current Expense Fund	5188540	Information Technology Services	\$160

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	5189040	Other Centralized Services	\$41,462
1111	001	Current Expense Fund	5189040	Other Centralized Services	\$8,199
1111	001	Current Expense Fund	5189040	Other Centralized Services	\$3,103
1111	001	Current Expense Fund	5189040	Other Centralized Services	\$6,268
1111	001	Current Expense Fund	5189040	Other Centralized Services	\$388
1111	001	Current Expense Fund	5189040	Other Centralized Services	\$450
1111	001	Current Expense Fund	5256050	Disaster Preparedness	\$8,173
1111	001	Current Expense Fund	5543050	Animal Control	\$31,730
1111	001	Current Expense Fund	5911870	Debt Repayment - Centralized/General Services	\$45,324
1111	001	Current Expense Fund	5921880	Interest and Other Debt Service Cost - Centralized/General Services	\$30,820
1111	001	Current Expense Fund	5941860	Capital Expenditures/Expenses - Centralized/General Services	\$200
1111	001	Current Expense Fund	5941860	Capital Expenditures/Expenses - Centralized/General Services	\$15,712
1111	001	Current Expense Fund	5211040	Administration	\$320
1111	001	Current Expense Fund	5211050	Administration	\$2,557
1111	001	Current Expense Fund	5212020	Police Operations	\$30
1111	001	Current Expense Fund	5212030	Police Operations	\$1,094
1111	001	Current Expense Fund	5212030	Police Operations	\$2,000
1111	001	Current Expense Fund	5212050	Police Operations	\$1,786,418
1111	001	Current Expense Fund	5212050	Police Operations	\$55,363
1111	001	Current Expense Fund	5236050	Care and Custody of Prisoners	\$8,046
1111	001	Current Expense Fund	5585010	Building Permits and Plan Reviews	\$234,336
1111	001	Current Expense Fund	5585020	Building Permits and Plan Reviews	\$3,386

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	5585020	Building Permits and Plan Reviews	\$14,479
1111	001	Current Expense Fund	5585020	Building Permits and Plan Reviews	\$26,932
1111	001	Current Expense Fund	5585020	Building Permits and Plan Reviews	\$4,243
1111	001	Current Expense Fund	5585020	Building Permits and Plan Reviews	\$934
1111	001	Current Expense Fund	5585020	Building Permits and Plan Reviews	\$58,233
1111	001	Current Expense Fund	5585030	Building Permits and Plan Reviews	\$4,119
1111	001	Current Expense Fund	5585030	Building Permits and Plan Reviews	\$80
1111	001	Current Expense Fund	5585030	Building Permits and Plan Reviews	\$1,632
1111	001	Current Expense Fund	5585030	Building Permits and Plan Reviews	\$377
1111	001	Current Expense Fund	5585040	Building Permits and Plan Reviews	\$3,250
1111	001	Current Expense Fund	5585040	Building Permits and Plan Reviews	\$2,345
1111	001	Current Expense Fund	5585040	Building Permits and Plan Reviews	\$24
1111	001	Current Expense Fund	5585040	Building Permits and Plan Reviews	\$1,179
1111	001	Current Expense Fund	5585040	Building Permits and Plan Reviews	\$400
1111	001	Current Expense Fund	5585040	Building Permits and Plan Reviews	\$418
1111	001	Current Expense Fund	5586010	Planning	\$263,698
1111	001	Current Expense Fund	5586020	Planning	\$3,813
1111	001	Current Expense Fund	5586020	Planning	\$16,303
1111	001	Current Expense Fund	5586020	Planning	\$29,904
1111	001	Current Expense Fund	5586020	Planning	\$1,069
1111	001	Current Expense Fund	5586020	Planning	\$1,052
1111	001	Current Expense Fund	5586020	Planning	\$42,682
1111	001	Current Expense Fund	5586030	Planning	\$1,794
1111	001	Current Expense Fund	5586030	Planning	\$20
1111	001	Current Expense Fund	5586030	Planning	\$113

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	5586040	Planning	\$265,573
1111	001	Current Expense Fund	5586040	Planning	\$62,839
1111	001	Current Expense Fund	5586040	Planning	\$16,418
1111	001	Current Expense Fund	5586040	Planning	\$20,927
1111	001	Current Expense Fund	5586040	Planning	\$484
1111	001	Current Expense Fund	5586040	Planning	\$829
1111	001	Current Expense Fund	5586040	Planning	\$385
1111	001	Current Expense Fund	5586040	Planning	\$346
1111	001	Current Expense Fund	5586040	Planning	\$88
1111	001	Current Expense Fund	5586040	Planning	\$364
1111	001	Current Expense Fund	5586040	Planning	\$1,451
1111	001	Current Expense Fund	5586040	Planning	\$45
1111	001	Current Expense Fund	5586040	Planning	\$589
1111	001	Current Expense Fund	5586050	Planning	\$407
1111	001	Current Expense Fund	5587040	Economic Development	\$35
1111	001	Current Expense Fund	5739030	Other	\$4
1111	001	Current Expense Fund	5768010	General Parks	\$28,412
1111	001	Current Expense Fund	5768020	General Parks	\$411
1111	001	Current Expense Fund	5768020	General Parks	\$1,729
1111	001	Current Expense Fund	5768020	General Parks	\$2,780
1111	001	Current Expense Fund	5768020	General Parks	\$949
1111	001	Current Expense Fund	5768020	General Parks	\$113
1111	001	Current Expense Fund	5768020	General Parks	\$6,410
1111	001	Current Expense Fund	5768030	General Parks	\$621
1111	001	Current Expense Fund	5768030	General Parks	\$321
1111	001	Current Expense Fund	5768030	General Parks	\$247
1111	001	Current Expense Fund	5768030	General Parks	\$382
1111	001	Current Expense Fund	5768030	General Parks	\$2,046
1111	001	Current Expense Fund	5768030	General Parks	\$2,061
1111	001	Current Expense Fund	5768040	General Parks	\$3,379
1111	001	Current Expense Fund	5768040	General Parks	\$977
1111	001	Current Expense Fund	5768040	General Parks	\$5,614
1111	001	Current Expense Fund	5768040	General Parks	\$1,719
1111	001	Current Expense Fund	5768040	General Parks	\$1,052

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	001	Current Expense Fund	5768040	General Parks	\$1,057
1111	001	Current Expense Fund	5768050	General Parks	\$1,206
1111	001	Current Expense Fund	5861000	Court Remittances	\$760
1111	001	Current Expense Fund	5861000	Court Remittances	\$2,211
1111	001	Current Expense Fund	5861000	Court Remittances	\$13,537
1111	101	Street Fund	5081000	Reserved Cash and Investments - Ending	\$258,065
1111	101	Street Fund	5088000	Unreserved Cash and Investments - Ending	\$100
1111	101	Street Fund	5413050	Roadway	\$273,545
1111	101	Street Fund	5423030	Roadway	\$493
1111	101	Street Fund	5423030	Roadway	\$459
1111	101	Street Fund	5423040	Roadway	\$3,100
1111	101	Street Fund	5423850	Roadway	\$18,132
1111	101	Street Fund	5426340	Street Lighting	\$34,975
1111	101	Street Fund	5426430	Traffic Control Devices	\$3,067
1111	101	Street Fund	5426450	Traffic Control Devices	\$42,971
1111	101	Street Fund	5426650	Snow and Ice Control	\$43,498
1111	101	Street Fund	5427040	Roadside	\$23,035
1111	101	Street Fund	5427050	Roadside	\$117,711
1111	101	Street Fund	5429010	Maintenance Administration and Overhead	\$33,198
1111	101	Street Fund	5429020	Maintenance Administration and Overhead	\$480
1111	101	Street Fund	5429020	Maintenance Administration and Overhead	\$2,054
1111	101	Street Fund	5429020	Maintenance Administration and Overhead	\$2,378
1111	101	Street Fund	5429020	Maintenance Administration and Overhead	\$750
1111	101	Street Fund	5429020	Maintenance Administration and Overhead	\$133
1111	101	Street Fund	5429020	Maintenance Administration and Overhead	\$4,766

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	101	Street Fund	5429030	Maintenance Administration and Overhead	\$650
1111	101	Street Fund	5429040	Maintenance Administration and Overhead	\$864
1111	101	Street Fund	5429040	Maintenance Administration and Overhead	\$881
1111	110	Park Impact Fee	5081000	Reserved Cash and Investments - Ending	\$851,654
1111	111	Traffic Impact Fee	5081000	Reserved Cash and Investments - Ending	\$564,443
1111	130	Municipal Capital Reserver REET1	5081000	Reserved Cash and Investments - Ending	\$100,280
1111	130	Municipal Capital Reserver REET1	5970000	Transfers-Out	\$253,690
1111	132	Municipal Capital Reserver REET 2	5081000	Reserved Cash and Investments - Ending	\$145,536
1111	132	Municipal Capital Reserver REET 2	5970000	Transfers-Out	\$220,000
1111	201	Debt Service	5081000	Reserved Cash and Investments - Ending	\$10,723
1111	201	Debt Service	5911870	Debt Repayment - Centralized/General Services	\$277,444
1111	201	Debt Service	5921880	Interest and Other Debt Service Cost - Centralized/General Services	\$113,752
1111	310	Capital Parks Fund	5081000	Reserved Cash and Investments - Ending	\$141,680
1111	310	Capital Parks Fund	5947640	Capital Expenditures/Expenses - Park Facilities	\$1,710
1111	310	Capital Parks Fund	5947660	Capital Expenditures/Expenses - Park Facilities	\$24,982
1111	310	Capital Parks Fund	5947660	Capital Expenditures/Expenses - Park Facilities	\$117,333
1111	310	Capital Parks Fund	5947660	Capital Expenditures/Expenses - Park Facilities	\$6,109

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	340	Capital Roads Fund	5081000	Reserved Cash and Investments - Ending	\$9,294
1111	340	Capital Roads Fund	5958040	Capital Expenditures/Expenses - Ancillary Operations	\$46,700
1111	340	Capital Roads Fund	5958040	Capital Expenditures/Expenses - Ancillary Operations	\$57,607
1111	340	Capital Roads Fund	5958060	Capital Expenditures/Expenses - Ancillary Operations	\$917,355
1111	341	Capital Roads - Meridian Ave Ph II	5081000	Reserved Cash and Investments - Ending	\$250,000
1111	350	Capital TIB Fund	5081000	Reserved Cash and Investments - Ending	\$1,811
1111	350	Capital TIB Fund	5919570	Debt Repayment - Roads/Streets and Other Infrastructure	\$13,187
1111	350	Capital TIB Fund	5929580	Interest and Other Debt Service Cost - Roads/Streets and Other Infrastructure	\$527
1111	401	Sewer Utility Fund	5081000	Reserved Cash and Investments - Ending	\$32,503
1111	401	Sewer Utility Fund	5943560	Capital Expenditures/Expenses - Sewer/Reclaimed Water Utilities	\$13,155
1111	401	Sewer Utility Fund	5970000	Transfers-Out	\$123
1111	410	Surface Water Utility Fund	5081000	Reserved Cash and Investments - Ending	\$696,251
1111	410	Surface Water Utility Fund	5313810	Storm Drainage Utilities	\$97,711
1111	410	Surface Water Utility Fund	5313820	Storm Drainage Utilities	\$1,416
1111	410	Surface Water Utility Fund	5313820	Storm Drainage Utilities	\$6,054
1111	410	Surface Water Utility Fund	5313820	Storm Drainage Utilities	\$7,677
1111	410	Surface Water Utility Fund	5313820	Storm Drainage Utilities	\$1,294
1111	410	Surface Water Utility Fund	5313820	Storm Drainage Utilities	\$391
1111	410	Surface Water Utility Fund	5313820	Storm Drainage Utilities	\$15,934

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	410	Surface Water Utility Fund	5313830	Storm Drainage Utilities	\$3,229
1111	410	Surface Water Utility Fund	5313830	Storm Drainage Utilities	\$5,356
1111	410	Surface Water Utility Fund	5313830	Storm Drainage Utilities	\$802
1111	410	Surface Water Utility Fund	5313830	Storm Drainage Utilities	\$1,712
1111	410	Surface Water Utility Fund	5313830	Storm Drainage Utilities	\$5,186
1111	410	Surface Water Utility Fund	5313840	Storm Drainage Utilities	\$16,934
1111	410	Surface Water Utility Fund	5313840	Storm Drainage Utilities	\$75,399
1111	410	Surface Water Utility Fund	5313840	Storm Drainage Utilities	\$2,041
1111	410	Surface Water Utility Fund	5313840	Storm Drainage Utilities	\$720
1111	410	Surface Water Utility Fund	5313840	Storm Drainage Utilities	\$1,601
1111	410	Surface Water Utility Fund	5313840	Storm Drainage Utilities	\$2,057
1111	410	Surface Water Utility Fund	5313840	Storm Drainage Utilities	\$650
1111	410	Surface Water Utility Fund	5313840	Storm Drainage Utilities	\$260
1111	410	Surface Water Utility Fund	5313840	Storm Drainage Utilities	\$9,879
1111	410	Surface Water Utility Fund	5313850	Storm Drainage Utilities	\$53,698
1111	410	Surface Water Utility Fund	5313850	Storm Drainage Utilities	\$114,997
1111	410	Surface Water Utility Fund	5313850	Storm Drainage Utilities	\$153,233
1111	410	Surface Water Utility Fund	5313850	Storm Drainage Utilities	\$9,007
1111	410	Surface Water Utility Fund	5313850	Storm Drainage Utilities	\$493
1111	410	Surface Water Utility Fund	5317850	Storm Drainage Utilities	\$2,464
1111	410	Surface Water Utility Fund	5319150	Storm Drainage Utilities	\$12,007

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	410	Surface Water Utility Fund	5943160	Capital Expenditures/Expenses - Storm Drainage Utilities	\$52,025
1111	410	Surface Water Utility Fund	5970000	Transfers-Out	\$12,044
1111	410	Surface Water Utility Fund	5970000	Transfers-Out	\$10,000
1111	411	Temporary Sewer LID	5081000	Reserved Cash and Investments - Ending	\$2,415,049
1111	411	Temporary Sewer LID	5351040	Sewer/Reclaimed Water Utilities	\$4,637
1111	411	Temporary Sewer LID	5351040	Sewer/Reclaimed Water Utilities	\$23,313
1111	411	Temporary Sewer LID	5913570	Debt Repayment - Sewer/Reclaimed Water Utilities	\$75,920
1111	411	Temporary Sewer LID	5913570	Debt Repayment - Sewer/Reclaimed Water Utilities	\$475,241
1111	411	Temporary Sewer LID	5913570	Debt Repayment - Sewer/Reclaimed Water Utilities	\$29,412
1111	411	Temporary Sewer LID	5923580	Interest and Other Debt Service Cost - Sewer/Reclaimed Water Utilities	\$1,912
1111	411	Temporary Sewer LID	5923580	Interest and Other Debt Service Cost - Sewer/Reclaimed Water Utilities	\$630,000
1111	411	Temporary Sewer LID	5970000	Transfers-Out	\$118,116
1111	412	LID Bond Reserve Fund	5081000	Reserved Cash and Investments - Ending	\$236,232
1111	501	Equipment Replacement Fund	5081000	Reserved Cash and Investments - Ending	\$53,058
1111	501	Equipment Replacement Fund	5915970	Debt Repayment - Property Development	\$5,263
1111	501	Equipment Replacement Fund	5915970	Debt Repayment - Property Development	\$7,518
1111	630	Transportation Benefit District	5081000	Reserved Cash and Investments - Ending	\$0
1111	630	Transportation Benefit District	5423050	Roadway	\$271,348

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1111	630	Transportation Benefit District	5429040	Maintenance Administration and Overhead	\$2,500
1111	640	Assignment of Funds-Deposits in Lieu of Bond	5081000	Reserved Cash and Investments - Ending	\$116,442
1111	640	Assignment of Funds-Deposits in Lieu of Bond	5861000	Court Remittances	\$15,458
1111	642	Retention	5081000	Reserved Cash and Investments - Ending	\$45,868
1111	650	Agency Funds-Transitory	5081000	Reserved Cash and Investments - Ending	\$700
1111	650	Agency Funds-Transitory	5861000	Court Remittances	\$428
1111	650	Agency Funds-Transitory	5861000	Court Remittances	\$992
1111	650	Agency Funds-Transitory	5861000	Court Remittances	\$6,438
1111	650	Agency Funds-Transitory	5861000	Court Remittances	\$505

SCHEDULE OF DISBURSEMENT ACTIVITY

For the Year Ending December 31, 2016

Fund No.	Fund Title	Beginning Outstanding Items 01/01/2016	Issued During the Year	Redeemed During the Year	Canceled During the Year	Ending Outstanding Items 12/31/2016	Prior Year Open Period Items	Current Year Open Period Items	Disbursements 12/31/2016
001	Current Expense Fund	\$9,399	\$4,017,333	\$4,013,997	\$0	\$12,735	\$113,317	\$259,712	\$4,163,728
101	Street Fund	\$2,152	\$628,875	\$630,635	\$0	\$392	\$96,382	\$74,647	\$607,140
111	Traffic Impact Fee	\$0	\$3,645	\$3,645	\$0	\$0	\$0	\$0	\$3,645
201	Debt Service	\$0	\$391,197	\$391,197	\$0	\$0	\$0	\$0	\$391,197
310	Capital Parks Fund	\$0	\$151,634	\$151,634	\$0	\$0	\$0	\$0	\$151,634
340	Capital Roads Fund	\$2,251	\$598,920	\$591,117	\$0	\$10,054	\$4,700	\$427,442	\$1,021,662
350	Capital TIB Fund	\$0	\$13,714	\$13,714	\$0	\$0	\$0	\$0	\$13,714
401	Sewer Utility Fund	\$0	\$13,155	\$13,155	\$0	\$0	\$0	\$0	\$13,155
410	Surface Water Utility Fund	\$715	\$546,026	\$543,195	\$0	\$3,546	\$4,713	\$118,125	\$659,438
411	Temporary Sewer LID	\$409	\$1,239,047	\$1,239,047	\$0	\$409	\$465	\$1,853	\$1,240,435
501	Equipment Replacement Fund	\$0	\$12,607	\$12,607	\$0	\$0	\$0	\$174	\$12,781
630	Transportation Benefit District	\$0	\$371,023	\$371,023	\$0	\$0	\$97,175	\$0	\$273,848
640	Assignment of Funds-Deposits in Lieu of	\$0	\$6,948	\$6,948	\$0	\$0	\$0	\$8,511	\$15,458
642	Retention	\$0	(\$26,227)	(\$26,227)	\$0	\$0	\$0	(\$19,641)	(\$45,868)
650	Agency Funds-Transitory	\$0	\$0	\$0	\$0	\$0	\$0	\$8,362	\$8,362
TOTAL		\$14,926	\$7,967,898	\$7,955,688	\$0	\$27,136	\$316,752	\$879,184	\$8,530,330

**City of Edgewood
Schedule of Liabilities
For the Year Ended December 31, 2016**

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
General Obligation Debt/Liabilities						
263.98	Department of Retirement	12/31/2016	397,860	320,417	-	718,277
263.81	2013 PWTF Loan	6/1/2031	210,991	-	13,187	197,804
251.11	2007 G.O. Bond	12/1/2026	3,540,000	-	260,000	3,280,000
251.11	2014 G.O Bond (USDA RD)	11/24/2036	2,524,080	-	78,957	2,445,123
Total General Obligation Debt/Liabilities:			6,672,931	320,417	352,144	6,641,204
Revenue and Other (non G.O.) Debt/Liabilities						
259.12	2016 Compensated Absences	12/31/2016	32,432	-	525	31,907
263.82	2009 Sewer Assessment	6/1/2028	382,352	-	29,412	352,940
259.12	2016 Compensated Absences		9,341	-	1,116	8,225
Total Revenue and Other (non G.O.) Debt/Liabilities:			424,125	-	31,053	393,072
Assessment Debt/Liabilities (with commitments)						
253.11	2014 Sewer Assement	11/24/2033	4,963,879	-	193,566	4,770,313
253.11	2014 Sewer Assement	11/24/2033	7,710,880	-	300,685	7,410,195
Total Assessment Debt/Liabilities (with commitments):			12,674,759	-	494,251	12,180,508
Total Liabilities:			19,771,815	320,417	877,448	19,214,784

City of Edgewood

SCHEDULE OF CASH ACTIVITY

For the Year Ended December 31, 2016

Fund Number	Fund Title	Beginning Cash and Investments	Receipts	Transfers-In	Other Revenue	Netted Transactions
001	Current Expense Fund	\$2,800,469.94	\$4,269,308.76	\$0.00	\$0.00	\$2,823.39
101	Street Fund	\$83,323.25	\$561,980.89	\$220,000.00	\$0.00	\$0.00
110	Park Impact Fee	\$473,122.36	\$378,531.18	\$0.00	\$0.00	\$0.00
111	Traffic Impact Fee	\$176,515.18	\$391,573.37	\$0.00	\$0.00	\$3,645.16
130	Municipal Capital Reserver REET1	\$109,606.58	\$244,363.51	\$0.00	\$0.00	\$0.00
132	Municipal Capital Reserver REET 2	\$121,204.64	\$244,331.55	\$0.00	\$0.00	\$0.00
201	Debt Service	\$0.00	\$0.00	\$401,920.00	\$0.00	\$0.00
310	Capital Parks Fund	\$281,662.25	\$1,652.40	\$10,000.00	\$0.00	\$1,500.00
340	Capital Roads Fund	\$15,918.77	\$615,036.65	\$0.00	\$400,000.00	\$0.00
341	Capital Roads - Meridian Ave Ph II	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00
350	Capital TIB Fund	\$15,525.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Sewer Utility Fund	\$32,456.76	\$13,324.45	\$0.00	\$0.00	\$0.00
410	Surface Water Utility Fund	\$713,437.81	\$664,295.03	\$0.00	\$0.00	\$5,210.43
411	Temporary Sewer LID	\$1,741,811.29	\$2,031,788.36	\$0.00	\$0.00	\$0.00
412	LID Bond Reserve Fund	\$118,116.00	\$0.00	\$118,116.00	\$0.00	\$0.00
501	Equipment Replacement Fund	\$61,553.71	\$285.76	\$4,000.00	\$0.00	\$0.00
630	Transportation Benefit District	\$111,765.24	\$162,082.80	\$0.00	\$0.00	\$0.00
640	Assignment of Funds-Deposits in Lieu of	\$0.00	\$131,900.57	\$0.00	\$0.00	\$0.00
642	Retention	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
650	Agency Funds-Transitory	\$0.00	\$9,062.10	\$0.00	\$0.00	(\$45,867.75)
TOTAL		\$7,106,488.78	\$9,719,517.38	\$754,036.00	\$400,000.00	(\$32,688.77)

Total Increase (4+5+6-7)	Disbursements	Transfers-Out	Other Expenditures	Total Decrease (9+10+11-7)	Ending Cash & Investments (3+8- 12)
\$4,266,485.37	\$4,163,728.34	\$140,063.00	\$400,000.00	\$4,700,967.95	\$2,365,987.36
\$781,980.89	\$607,139.51	\$0.00	\$0.00	\$607,139.51	\$258,164.63
\$378,531.18	\$0.00	\$0.00	\$0.00	\$0.00	\$851,653.54
\$387,928.21	\$3,645.16	\$0.00	\$0.00	\$0.00	\$564,443.39
\$244,363.51	\$0.00	\$253,690.00	\$0.00	\$253,690.00	\$100,280.09
\$244,331.55	\$0.00	\$220,000.00	\$0.00	\$220,000.00	\$145,536.19
\$401,920.00	\$391,196.68	\$0.00	\$0.00	\$391,196.68	\$10,723.32
\$10,152.40	\$151,634.25	\$0.00	\$0.00	\$150,134.25	\$141,680.40
\$1,015,036.65	\$1,021,661.75	\$0.00	\$0.00	\$1,021,661.75	\$9,293.67
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00
\$0.00	\$13,714.41	\$0.00	\$0.00	\$13,714.41	\$1,810.59
\$13,324.45	\$13,155.35	\$123.00	\$0.00	\$13,278.35	\$32,502.86
\$659,084.60	\$659,437.83	\$22,044.00	\$0.00	\$676,271.40	\$696,251.01
\$2,031,788.36	\$1,240,434.78	\$118,116.00	\$0.00	\$1,358,550.78	\$2,415,048.87
\$118,116.00	\$0.00	\$0.00	\$0.00	\$0.00	\$236,232.00
\$4,285.76	\$12,781.22	\$0.00	\$0.00	\$12,781.22	\$53,058.25
\$162,082.80	\$273,848.02	\$0.00	\$0.00	\$273,848.02	\$0.02
\$131,900.57	\$15,458.42	\$0.00	\$0.00	\$15,458.42	\$116,442.15
\$45,867.75	(\$45,867.75)	\$0.00	\$0.00	\$0.00	\$45,867.75
\$9,062.10	\$8,362.40	\$0.00	\$0.00	\$8,362.40	\$699.70
\$10,906,242.15	\$8,530,330.37	\$754,036.00	\$400,000.00	\$9,717,055.14	\$8,295,675.79

City of Edgewood

SCHEDULE OF STATE FINANCIAL ASSISTANCE (unaudited)

For Fiscal Year ended December 31, 2016

Grantor	Program Title	Identification Number	Amount
Capital Contributions - State Grant from Department of Transportation			
	Jovita Wall Stabilization	20.205	974,636
		Sub-total:	974,636
		Grand total:	974,636

City of Edgewood
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2016

Federal Agency (Pass-Through Agency)	Federal Program	CFDA Number	Other Award Number	Expenditures			Passed through to Subrecipients	Note
				From Pass- Through Awards	From Direct Awards	Total		
Highway Planning and Construction Cluster								
Federal Highway Administration (fhwa), Department Of Transportation (via Washington State Department of Transportation)	Highway Planning and Construction	20.205	333-20-60-01	46,700	-	46,700	-	
Total Highway Planning and Construction Cluster:				46,700	-	46,700	-	
Highway Safety Cluster								
National Highway Traffic Safety Administration (nhtsa), Department Of Transportation	State and Community Highway Safety	20.600	0010000003332 06001	-	2,000	2,000	-	
Total Highway Safety Cluster:				-	2,000	2,000	-	
Total Federal Awards Expended:				46,700	2,000	48,700	-	

City of Edgewood

LIMITATION ON PUBLIC WORKS PROJECTS PERFORMED BY PUBLIC EMPLOYEES

For the Year Ended December 31, 2016

Total current public work construction budget as amended (annual or biennial as applicable)

920000

Allowable portion of total public works (10 percent of line 1)

92000

Less: Amount (if any) in excess of permitted amount from prior budget period.

0

Total allowable public works (line 2 minus line 3)

92000

Total public works projects performed by public employees during the current year (include work performed by a county)

0

If this is the second year of a biennial budget, total public works projects performed by public employees during the first year of biennium

0

Restricted under (over) allowable (line 4 minus line 5 minus line 6)

92000

NOTE: If the restricted amount is over allowable, this amount must be carried forward to the next budget period report.

Labor Relations Consultant(S)
For the Year Ended December 31, 2016

Has your government engaged labor relations consultants? ___ Yes __x__ No

If yes, please provide the following information for each consultant:

Name of firm:
Name of consultant:
Business address:
Amount paid to consultant during fiscal year:
Terms and conditions, as applicable, including: Rates (e.g., hourly, etc.) Maximum compensation allowed Duration of services Services provided



CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-0377

Date Action Requested: June 27, 2017

Title: 2016 Comprehensive Plan Amendments Phase II Analysis

Attachments: Resolution No. 17-0377, Exhibit A, A-1 and 2 submitted Comprehensive Plan Amendment Applications.

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

Approved For Agenda By: Daryl Eiding, Mayor

Prepared For Agenda By: Aaron C. Nix, ACA – Municipal Services

Recommendation: Move to adopt Resolution No. 17-0377, in accordance with Edgewood municipal code, chapter 18.60.010, instructing the City's Planning Commission to begin their phase II analysis of the proposed Comprehensive Plan amendments to the future land-use map, following the proposed timeline for completion and providing a recommendation on the proposed changes to the City Council for their consideration.

Discussion: As outlined within Edgewood Municipal Code, the City allows for annual amendments to the City's Comprehensive Plan that may include text and map changes as identified within EMC 18.60.010. During this past cycle, the City received two citizen initiated, proposed modifications to the City's Future Land-Use Map (Attached). Both of these proposed modifications were discussed at length with the Planning Commission and the City Council, as outlined within City Code. At the Council's June 20th study session, the Council indicated that they were open to the notion of having the Planning Commission look into the feasibility of both proposals, giving consideration to the issues outlined within City Code and shown here:

- (A) Consideration of the previous record if the amendment was reviewed and denied during a previous comprehensive plan review; and
- (B) The proposed amendment advances goals and policies of the comprehensive plan; and
- (C) The proposed amendment is consistent with the goals and regulations of the Growth Management Act; and

(D) The relationship of the proposed amendment to other city codes and regulations; and

(E) The cumulative effects of all requests for plan amendments

The council's decision to consider a proposed amendment does not constitute a decision or recommendation that the proposed amendment should be adopted, nor does it preclude later council action to add, delete, or modify the amendment.

City has included the process for Phase II analysis here for the Council's information, as well as that of the Public. It is current Staff's intent to get this process underway and to subsequently turn the reigns over to the new Community Development Director when and if he/she/they is hired.

Phase II – Review and Actions for Selected Amendments.

1. For each proposed amendment that the council approves for consideration, the lead department, as determined by the community development director, will prepare a written analysis for the planning commission. The analysis will be accompanied by a recommendation that the proposed amendment be approved, denied, or changed and approved.
2. The city is responsible for conducting and paying for State Environmental Policy Act (SEPA) review for the proposed amendment, including the preparation of an environmental impact statement, if necessary. SEPA review shall be completed before the lead department submits its analysis to the planning commission.
3. Subsequent to completion of the analysis prepared by the lead department and the SEPA review, if required, the planning commission shall conduct one or more public hearings. The planning commission shall also solicit comments regarding the proposed amendment from the public or from government agencies in any other manner it determines necessary and appropriate to the nature of the proposed amendment and consistent with RCW [36.70A.140](#). The notice and public hearing for proposed comprehensive plan amendments may be combined with any notice or public hearing for proposed amendments to the land use code or for other actions of the planning commission. Written comments may be given by anyone to the planning commission regarding proposed plan amendments.
4. By the date established by the council in subsection (C)(4)(d) of this section, code amendments, a comprehensive plan amendment may be approved or approved with modifications provided each amendment shall:

- a. Not adversely affect public health, safety, or welfare in any significant way; and
- b. Be compatible with and advance the guiding principles, vision, and overall goals and policies of the comprehensive plan; and
- c. Be in compliance with the Growth Management Act and other state and federal laws; and
- d. Be weighed in light of cumulative effects of other amendments being considered.

5. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria:

- a. Addresses needs or changing circumstances of the city as a whole; and
- b. Will not result in development that has significant adverse effects on community resources including, but not limited to, water resources, utilities, transportation, parks or schools; and
- c. Is consistent with the land uses and growth projections which were the basis of the comprehensive plan; and
- d. Is compatible with neighboring land uses and surrounding neighborhoods, if appropriate; and
- e. Is consistent with the remaining provisions and overall intent of the comprehensive plan.

E. Nothing in this section or in this title shall limit the authority of the city council to make changes in district or zone designations or requirements as part of more extensive revision of the comprehensive plan or the city of Edgewood development code. Nothing in this chapter shall relieve a use or development from compliance with other applicable laws.

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review

Fiscal Impact: Estimate, \$25,000 in accordance with EMC 18.60.010 (D)

RESOLUTION NO. 17-0377

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, A RESOLUTION, IN ACCORDANCE WITH EDGEWOOD MUNICIPAL CODE, CHAPTER 18.60.010, INSTRUCTING THE CITY'S PLANNING COMMISSION TO BEGIN THEIR PHASE II ANALYSIS OF THE PROPOSED COMPREHENSIVE PLAN AMENDMENTS TO THE FUTURE LAND-USE MAP, FOLLOWING THE COMMISSIONS PROPOSED TIMELINE FOR COMPLETION AND PROVIDING A RECOMMENDATION ON THE PROPOSED CHANGES TO THE CITY COUNCIL FOR THEIR CONSIDERATION

WHEREAS, the City of Edgewood City Council has established a two-phase process and criteria for making modifications to the City's Comprehensive Plan, including text and map amendments in accordance with the Growth Management Act and State Law; and

WHEREAS, Community Development staff received two proposals during the open period for comprehensive plan amendments that included two modifications to the City's future land use map (Both Citizen Initiated); and

WHEREAS, the first land use map modification included changing a grouping of properties in the southwestern section of Edgewood, from the Single Family Moderate land-use designation to the an Industrial land-use designation on the City's adopted Future Land Use Map; and

WHEREAS, the second land use map modification included changing parcel # 0420236041, currently split designated as single family moderate and Public, to an entirely Public land-use designation on the City's adopted future land-use map ; and

WHEREAS, the City's Planning Commission, in accordance with Edgewood Municipal Code 18.60.010 C, reviewed and recommended that both amendments be considered further by the City Council, as outlined with Exhibit A of this Resolution and includes a required review schedule, as outlined within City Code; and

WHEREAS, the City Council took this Planning Commission, Phase I recommendations into consideration and discussed these issues at length at their June 6th and 20th Council Study Sessions;

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

Section 1. (2016 Proposed Comprehensive Plan Amendments). The Edgewood City Council has recommended that the City's Planning Commission continue their analysis of the two proposed Comprehensive Plan, Future Land-Use Map modifications, as proposed under the City's two-phase process for Comprehensive Plan Amendments (Phase II). A list of items is attached as Exhibit A, including Planning Commission recommendation and schedule for review of the proposed Future Land-Use Map amendments.

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

ADOPTED THIS 27TH DAY OF JUNE, 2017

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A

2016 COMPREHENSIVE PLAN AMENDMENT SCHEDULE (File # 5214)

In accordance with City of Edgewood Municipal Code, the Planning Commission recommends the following annual work schedule to support the 2016 Comprehensive Plan – Annual Amendments process (File # 5214).

Jan. 1, 2016 to Dec. 31, 2016:	Accept applications for calendar year 2016 amendments.
October 13, 2016	Notice in the Tacoma News Tribune to the public that the amendment process was underway and the City is accepting applications through the end of the year.
Jan. through May. 2017	The Planning Commission reviews all proposed amendments for recommendation to Council for selection to Phase II review.
May / June 2017	City Council reviews Planning Commission recommendations and selects the proposed amendments to continue for Phase II review.
July 2017	Staff prepares technical analysis and recommendation on those amendments the Council has identified for further consideration /action.
July through Sept. 2017	Planning Commission conducts Phase II review workshops and public hearings.
October through Nov. 2017	Planning Commission Review, City Council study sessions, and public hearings. Final PC Recommendations submitted to Council.
Dec. 2017	City Council decision on Phase II - 2016 Comprehensive Plan Amendments file #5214

Procedural Notes:

Proposed changes to the Comprehensive Plan land use map are processed as a legislative action.

Public Participation:

Public participation will focus on notifying the public to attend regular Planning Commission meetings, special workshops and scheduled hearings in order to gather and consider public comments. All legal notices shall conform to the requirements of Edgewood Municipal Code. The Planning Commission and the City Council hold open-record public hearings on the proposals following the EMC process for Public Hearings, as well as public workshops consistent with the Public Participation Plan.

Exhibit A-1

PLANNING COMMISSION RECOMMENDATIONS

PLANNING COMMISSION RECOMMENDATIONS TO THE CITY OF EDGEWOOD CITY COUNCIL FOR SELECTING THE 2016 COMPREHENSIVE PLAN AMENDMENTS FOR PHASE ONE OF THE COMPREHENSIVE PLAN AMENDMENT REVIEW PROCESS – CITY OF EDGEWOOD FILE # 5214.

WHEREAS, pursuant to the provisions of RCW Chapter 36.70A, the City Council has adopted a Comprehensive Plan; and

WHEREAS, pursuant to the provisions of RCW Section 36.70A.130, the City may consider proposed amendments or revisions of the Comprehensive Plan no more frequently than once every year; and

WHEREAS, pursuant to the provisions of EMC Chapter 2.30, the Planning Commission has the duty of providing recommendations to the City Council for development and review of the Comprehensive Plan in compliance with RCW Chapter 36.70A; and

WHEREAS, the City published a legal notice in *The Herald* newspaper on October 13, 2016 and posted a notice on the City's website, requesting Comprehensive Plan Amendments for the remainder of the 2016 calendar year; and

WHEREAS, pursuant to the provisions of EMC Section 18.60.010(C)(2), between January 1, 2016 and December 31, 2016, the City received two (2) applications for amendments to the Comprehensive Plan, catalogued for review and identified as Attachment A and B and hereafter referenced as the "2016 Comprehensive Plan Amendments"; and

WHEREAS, pursuant to the provisions of EMC Sections 18.60.010(B) and 18.40.120, the City has adopted a two-phase process and criteria for reviewing changes to the Comprehensive Plan text, Comprehensive Plan Map, and/or development regulations; and

WHEREAS, pursuant to the provisions of EMC Section 18.40.120(E), the City Council shall review all 2016 Comprehensive Plan Amendments; and

WHEREAS, pursuant to the provisions of EMC Section 18.60.010(C), phase one of the review process establishes the selection of 2016 Comprehensive Plan Amendments, and the Planning Commission shall recommend to the City Council, which 2016 Comprehensive Plan Amendments should be considered for further review this year; and

WHEREAS, the Planning Commission held public meetings and discussed the 2016 amendments at their January 9, 2017, February 13, 2017, and April 3, 2017 scheduled meetings and conducted a public hearing on May 1, 2017 consistent with the City's public participation plan and as part of the phase one review of the 2016 Comprehensive Plan Amendments; and

WHEREAS, the City and Planning Commission received considerable feedback from members of the public on Amendment A, Uchida Farms application, that were for, for the proposal with modifications, and against the proposed amendment and feedback from the applicant in favor of Amendment B, Mountain View Edgewood Water Company application; and

WHEREAS, in making these recommendations the Planning Commission followed the criteria set forth in EMC Section 18.60.010(C)(4)(d)(ii):

NOW, THEREFORE SHALL IT BE ADVISED by the Planning Commission that it hereby makes the following recommendations:

Section 1: Recommendation to forward for Phase Two Review: The following proposed amendments are recommended to be selected for the second phase of Comprehensive Plan amendment review process as submitted:

ATTACHMENT A: The Uchida Farms LLC request to re-designate twelve (12) parcels totaling approximately 68 Acres from the Single Family Three zone to Industrial zone on the City's Official Land Use Map. *Citizen initiated*

ATTACHMENT B: The Mountain View Edgewood Water Company (MTVE) request to re-designate one (1) parcel totaling approximately 0.98 Acres of an existing split-zoned parcel from Single Family Moderate/Public to Public on the City's Official Land Use Map. *Citizen initiated*

Section 2: Planning Commission Schedule Recommendation: The Planning Commission has suggested a Phase 2 review schedule shown as Attachment C, to complete the annual comprehensive plan review in accordance with EMC 18.60.010(C)(4)(d)(iv).

THIS RECOMMENDATION WAS UNANIMOUSLY APPROVED BY THE CITY OF EDGEWOOD PLANNING COMMISSION ON THE 1st DAY OF MAY, 2017.



Planning Commission Chair

Attest by:



Kevin Stender, Senior Planner

RECEIVED

DEC 27 2016

City of Edgewood



City of Edgewood

2224 104th Avenue East, Edgewood, WA 98372-1513
PH: (253) 952-3299 ♦ Fax: (253) 952-3537

FOR STAFF USE ONLY

Application Year: _____

Application No.: _____

Fee Required?: Yes ___ No ___

COMPREHENSIVE PLAN AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

Complete this application, provide all supporting documents, and submit to the Department of Community Development. **Your proposal will be processed beginning in the month of January following this submittal.** A fact sheet is attached that explains the Comprehensive Plan Amendment Process.

Name: Jacki Masters, G.M., Mt. View-Edgewood Water Co. Phone: (253) 863-7348

Address: 11610 32nd St E, Edgewood, WA 98372

1. Does the amendment request(s) concern a specific property? YES ☒ NO ☐

2. Is this amendment request for a change in a land use designation? YES ☒ NO ☐

3. Are you the owner or authorized agent of the property? YES ☒ NO ☐

4. Provide a description or a map of the area that this application affects:

Parcel is identified as Pierce County #0420236041, owned by Mt. View-Edgewood Water Company and is split zoned.

5. Provide a reference to the section(s) of the Comprehensive Plan that you propose to amend, including the page – if applicable (i.e., Comp Plan, Page xx, Line xx). Page 23 of the City of Edgewood's

Comprehensive Plan, revising Current Land Use Map, parcel #0420236041, from split land use to entirely under Public designation.

6. Provide proposed amendatory language. Attach separate sheet(s) if necessary. N/A

7. Explain the reason(s) for this amendment proposal. Parcel #0420236041 was created by Boundary Line

Adjustment #3351. See additional sheet.

8. Please describe how your proposed amendment meets the following selection criteria. Use a separate sheet(s) if necessary: See answers below.

- a. Was this proposed amendment denied during a previous Comprehensive Plan review cycle: YES ☐ NO ☒ . If yes, briefly explain why (if known):

N/A

- b. Explain how the proposed amendment advances the goals and policies of the Comprehensive

Plan: Expansion of this property to a Public designation advances the Goals/Policies outlined in Chapter 7 of the Edgewood Comprehensive Plan.

- c. Explain how the proposed amendment is consistent with the goals of the Growth

Management Act: This property is slated for a future water system expansion project in support of planned growth under GMA.

- d. Does the proposed amendment have a relationship to any other City codes and /or

regulations: Potentially, the drinking water system is linked with the surface water system/utility which the City manages.

- e. What are the cumulative effects of this proposed amendment to the Comprehensive Plan: .

Negligible, as a very small percentage of single-family (SF-3) designated land will now become identified as Public for future water utility purposes.


Applicant's Signature

12-27-16
Date

Property Owner's Authorized Agent: If you are the property owner's agent, you are required to provide a notarized letter from the property owner authorizing submittal of this application.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE UNDER PENALTY OF PERJURY BY THE LAWS OF THE STATE OF WASHINGTON, AND I AM AUTHORIZED TO MAKE THIS APPLICATION AS THE AGENT OF THE PROPERTY OWNER.

Signature: _____ Date: _____

Print Name: _____

Phone: _____

COMPREHENSIVE PLAN AMENDMENT PROCESS FACT SHEET

1. Who may propose an amendment to the Comprehensive Plan? Anyone may submit a text or map change amendment to the Comprehensive Plan using a Comprehensive Plan Amendment Request form. The form is available at the Community Development Department, or is available at the City's web site (www.ci.edgewood.wa.us).

2. When can a proposed amendment application be submitted to the City?

Amendment applications may be submitted at anytime. The amendment cycle is open between January 1st and December 31st. However, the application will not be processed until the January following the application.

3. How is an amendment application submitted? The proposed amendment must be submitted in writing to the Community Development Department and must consist of at least:

- a. References cited regarding the applicable section(s) of the Comprehensive Plan;
- b. The proposed amendatory language and/or map change;
- c. An explanation of why the amendment is being proposed; and
- d. How the proposed amendment meets the each selection criteria.

4. Is there a fee? A fee is charged if a proposed amendment seeks a change to the Official Land Use Map, or if a text amendment seeks a change to or affects a change to the Official Land Use Map. You will be contacted in January following your application submittal for requested payment of the fee, or your application will not be processed. The fee is reflected in the adopted fee schedule.

5. Once a proposed amendment is selected for review, what is the process? Each amendment will undergo a written analysis prepared by City staff. This report is then provided to the Planning Commission for review and consideration.

6. What will happen when the amendment application is submitted? In the January following your application submittal, staff prepares an analysis report of all applications. This report will then be provided to the Planning Commission.

In February, the Planning Commission will begin reviewing the staff analysis report, hold public hearings, and then resubmit the findings to staff. Staff will then begin the mandatory, 60-day State Environmental Policy Act (SEPA) review process to solicit comments from the public regarding any possible environmental impacts these amendments may have on the City or citizens.

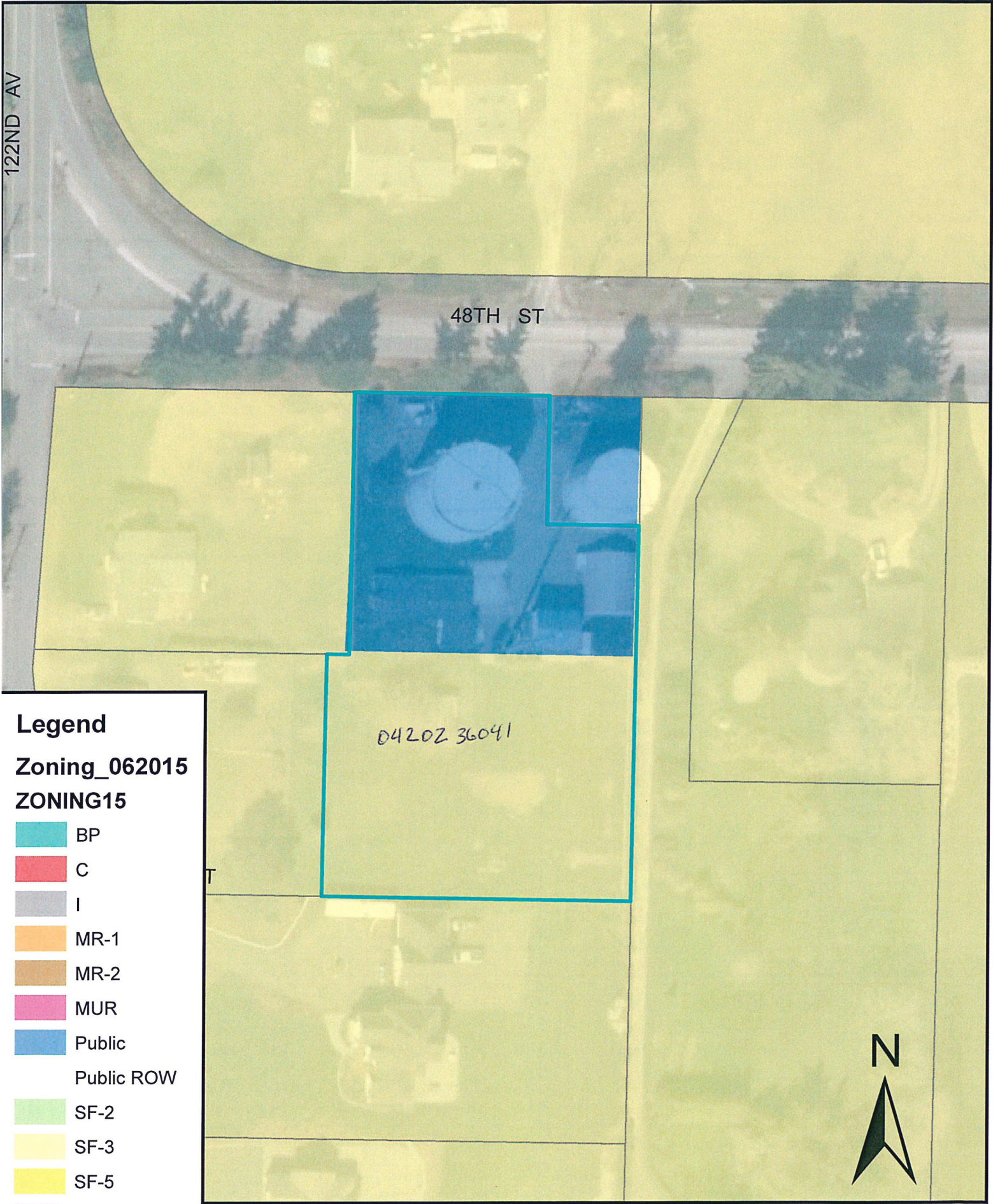
In June, after receiving the environmental review comments, the Planning Commission's findings and report (with recommendations) are presented to the City Council.

The City Council will then conduct additional public hearings in June, and adopt the final selected amendments during the month of July. **The Council's decision to consider a proposed amendment does not constitute a decision on the amendment itself.**

Additional Comments:

As a result of Boundary Line Adjustment #3351 performed at 12224 - 48th St. E. land currently zoned SF-3 (southern half) was added to existing land that is zoned Public (northern half). The BLA created a split zoned parcel known as #0420236041. Located on the northern half of this parcel are the primary drinking water reservoirs that serve Edgewood residents. To support planned growth under GMA, a future reservoir will be required. This reservoir must be located on the southern half of this parcel to meet hydraulic design requirements. Preliminary planning for this reservoir indicates that it will hold approximately 1,000,000 gallons and be about 30 feet tall.

The request is to change the parcel #0420236041 to make it fall completely under the Public land-use designation and remove the section currently designated SF-3.



Legend

Zoning_062015
ZONING15

- BP
- C
- I
- MR-1
- MR-2
- MUR
- Public
- Public ROW
- SF-2
- SF-3
- SF-5
- TC

RECEIVED

REVISED

FEB 02 2017



City of Edgewood
2224 104th Avenue East, Edgewood, WA 98372-1513
PH: (253) 952-3299 ♦ Fax: (253) 952-3537

FOR STAFF USE ONLY

Application Year: _____

Application No.: _____

Fee Required?: Yes ___ No ___

COMPREHENSIVE PLAN AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

Complete this application, provide all supporting documents, and submit to the Department of Community Development. **Your proposal will be processed beginning in the month of January following this submittal.** A fact sheet is attached that explains the Comprehensive Plan Amendment Process.

Name: Uchida Farm LLC Phone: 253-848-6187

Address: 8819 Valley Ave E., Edgewood, WA 98371-2535

1. Does the amendment request(s) concern a specific property? YES X NO _____

2. Is this amendment request for a change in a land use designation? YES X NO _____

3. Are you the owner or authorized agent of the property? YES X NO _____

4. Provide a description or a map of the area that this application affects:

See attached sheet, Exhibits A and A1 and attached Letters of Agency.

5. Provide a reference to the section(s) of the Comprehensive Plan that you propose to amend, including the page – if applicable (i.e., Comp Plan, Page xx, Line xx). _____

This application is to modify portions of the Edgewood Land Use Map indicated by its cross-hatching as a "Special Land Use Study Area" with underlying SF-3 zoning.

6. Provide proposed amendatory language. Attach separate sheet(s) if necessary. _____

See attached sheet.

7. Explain the reason(s) for this amendment proposal. _____

See attached sheet.

8. Please describe how your proposed amendment meets the following selection criteria. Use a separate sheet(s) if necessary: _____

See attached sheet.

- a. Was this proposed amendment denied during a previous Comprehensive Plan review cycle: YES _____ NO X . If yes, briefly explain why (if known):

- b. Explain how the proposed amendment advances the goals and policies of the Comprehensive Plan: See attached sheet.
- c. Explain how the proposed amendment is consistent with the goals of the Growth Management Act: See attached sheet.
- d. Does the proposed amendment have a relationship to any other City codes and /or regulations: See attached sheet.
- e. What are the cumulative effects of this proposed amendment to the Comprehensive Plan:
 See attached sheet.

Myron L. Whitely, MANAGER
Applicant's Signature

14 DEC 2016
Date

Property Owner's Authorized Agent: If you are the property owner's agent, you are required to provide a notarized letter from the property owner authorizing submittal of this application.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE UNDER PENALTY OF PERJURY BY THE LAWS OF THE STATE OF WASHINGTON, AND I AM AUTHORIZED TO MAKE THIS APPLICATION AS THE AGENT OF THE PROPERTY OWNER.

Signature: _____ Date: _____

Print Name: _____

Phone: _____

Exhibit A.1

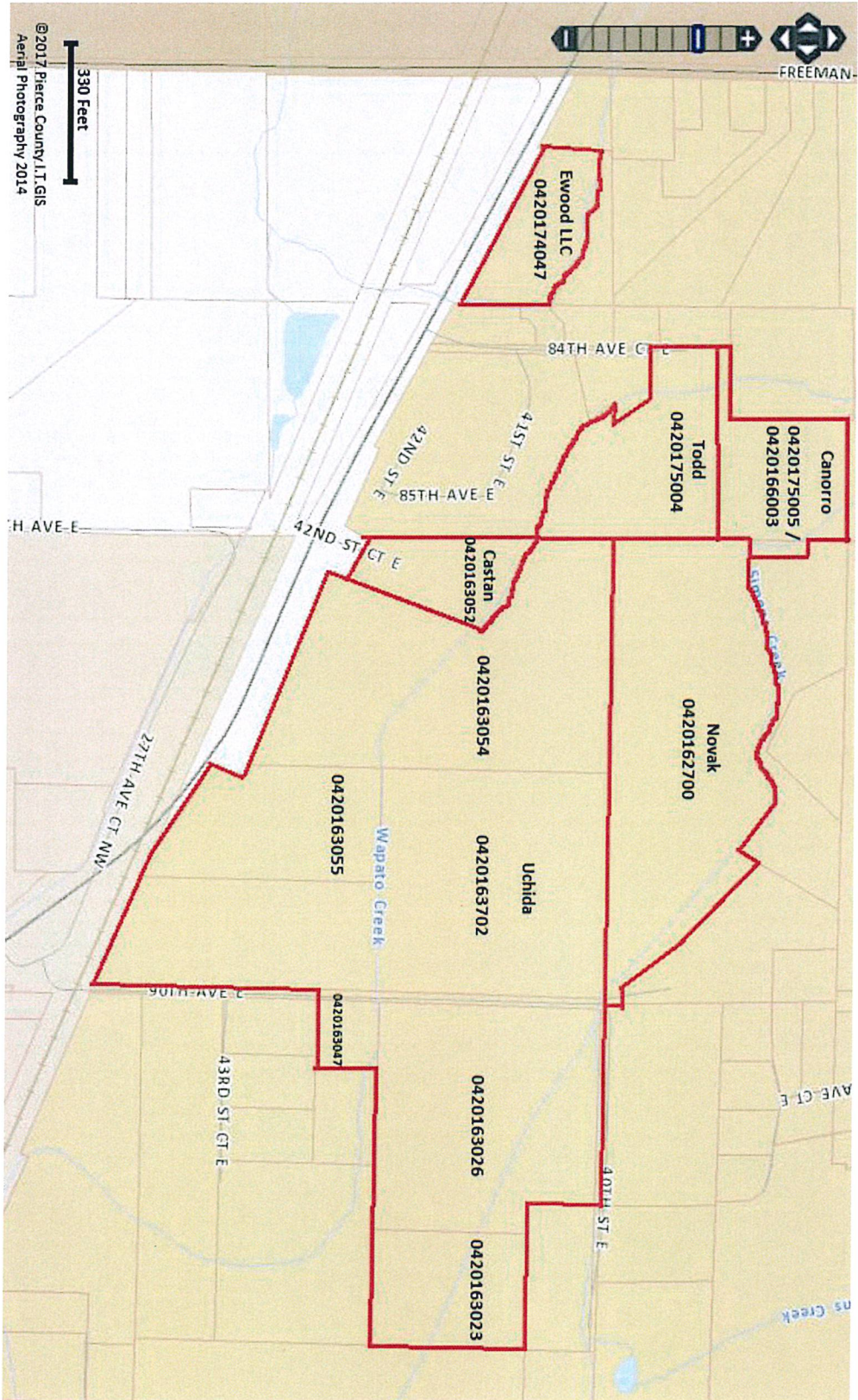


Exhibit A.1

Uchida - Zoning map change application participants			
X - indicated signed Letter of Agency (LoA)			
Owner	LoA	Parcels	Size (acres)
Uchida Farm LLC		0420163023	3.40
Uchida Farm LLC		0420163026	9.60
Uchida Farm LLC		0420163054	11.64
Uchida Farm LLC		0420163055	4.79
Uchida Farm LLC		0420163702	15.54
Sahei Uchida		0420163047	0.47
		Uchida	45.44
Canorro, Cathy	X	0420175005	3.09
Canorro, Cathy	X	0420166003	0.16
		Canorro	3.25
Castan, Darrh and Andrea	X	0420163052	1.90
Novak Estate	X	0420162700	10.78
Todd, Gary and Linda	X	0420175004	5.07
Ewood LLC	X	0420174047	1.96
		Total	68.40

Petition Endorsement

Edgewood Planning Commission
C/O Kevin Stender, Community Development Director
2224 104th Avenue East
Edgewood, WA 98371

Re: Uchida Farm LLC, rezone application

Our names are Cathy V Canorro and Patricia A Bullion, and we own/represent the property located at XXX - 38th St E, Edgewood, WA 98371. The parcel number(s) for this property is/are:
0420175005, 0420166003

and it is/they are shown on the combined aerial plat map submitted by the Uchida Farm LLC in the matter of the rezone petition dated _____.

I am appointing Uchida Farm LLC as my agent in this rezone petition and have given my permission to Uchida Farm LLC to include this/these parcels with Uchida Farm LLC requesting a rezone to the Industrial category, *subject to the representations set forth in the letter of RNK Real Estate Development Services dated 12-11-2016 attached hereto as Exhibit A, all of which are incorporated herein by this reference.*

Cathy V. Canorro 12-12-16
Signature, Title Date

Cathy V. Canorro, 12-12-16
Signature, Title Date
*Successor in Interest
to Patricia A. Bullion, Deceased*

Petition Endorsement

Exhibit A



Real Estate
Development
Services

Experience that yields Extraordinary Results!

12321 Interlaaken Drive SW
Lakewood, WA 98498

Sunday, December 11, 2016

Kathy Canorro
CVC6@AOL.COM
Lacey, WA

Kathy:

Thank you for taking my call last Thursday and for your interest in the Uchida Farm LLC rezone petition. Also, allow me to apologize for the delay in getting this letter out to you.

I will attempt to answer your questions and if this is not sufficient, then I will direct you to the source so that you can seek more detailed answers. I will state, however, that the Uchidas are relying on the same answers as we proceed to the rezone application and it will be appreciated if you will join the Uchidas and return the agency letter to me for inclusion. The application will be filed this coming week of 12-12-2016.

The signing of the petition that Buddy Uchida presented to you states that you are allowing The entity, Uchida Farms LLC, to represent you in the matter of the rezone application to the City of Edgewood, and only that. You are joining an action to change the petition properties from Single Family to Industrial. This joining will cost you no money as Uchida Farms LLC will bear the cost of this application and the subsequent hearings in front of the Planning Commission and City Council. (I have attached a map of the surrounding properties for your information, and you will note that the principal participants are the Uchida Farm (44.97 acres and the Novak Farm (10.78 acres). As I stated, the Todd property has for several years been a supporter of the Uchidas and it was interesting to hear that your father sold that property to the Todd's.

While I cannot currently disclose the potential purchaser until the Uchidas select the "winning" purchaser, the participants are large, sophisticated industrial developers with financial capability to easily provide funds to produce an industrial development of this size. During the rezone action, or shortly thereafter you may be presented with an offer to sell, based on industrial zoning prices rather than your current single family values. Once a purchaser has made an acceptable offer to the Uchidas, I can reveal who they are and their pedigree.

Sunday, December 11, 2016

You are not bound to sell, nor even to continue your petition to rezone, but the petition is important as an endorsement of the Uchida petition and it may be important to your sale ability if you have no plans for the property and wish to sell at some point in the future.

The eventual zoning of Industrial, will not change your tax bill as the assessor's office assures us that the current use is how the property will be appraised and billed. Over time, if you are completely surrounded by large industrial uses, you may be taxed at that rate rather than vacant unused single family property.

You asked about the development elements of handling Wapato Creek and one of the developers has already successfully treated the Creek, downstream, with satisfaction to all the reviewing agencies and the results are very appealing. Both developers under consideration are capable of enhancing the creek's ecology and in fact they are required to.

One of the premier results of this development will be the extension of utilities that will benefit all of your local neighbors as well as serving the larger industrial needs of the Uchida project. This will include, sewer, water, and power as well as upgraded roads and access to Valley Avenue.

I hope I have answered your questions but if not, please feel free to call me at 253-984-6746 or respond to me at my email, rnketner@comcast.net.

Sincerely,

Robert N. Ketner
By email

Petition Endorsement

Edgewood Planning Commission
C/O Kevin Stender, Community Development Director
2224 104th Avenue East
Edgewood, WA 98371

Re: Uchida Farm LLC, rezone application

Our names are Darth and Andrea Castan, and we own/represent the property located at
8719 – 42nd St Ct E, Edgewood, WA. The parcel number(s) for this property is/are:
0420163052

and it is/they are shown on the combined aerial plat map submitted by the Uchida Farm LLC in the
matter of the rezone petition dated _____.

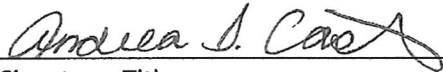
I am appointing Uchida Farm LLC as my agent in this rezone petition and have given my permission to
Uchida Farm LLC to include this/these parcels with Uchida Farm LLC requesting a rezone to the Industrial
category.



Signature, Title

12/4/2016

Date



Signature, Title

12/4/2016

Date

Petition Endorsement

Petition Endorsement

Edgewood Planning Commission
C/O Kevin Stender, Community Development Director
2224 104th Avenue East
Edgewood, WA 98371

Re: Uchida Farm LLC, rezone application

Our names are Gary and Linda Todd, and we own/represent the property located at
3907 - 84th Ave Ct E, Edgewood, WA 98371-2531. The parcel number(s) for this property is/are:
0420175004

and it is/they are shown on the combined aerial plat map submitted by the Uchida Farm LLC in the
matter of the rezone petition dated _____.

I am appointing Uchida Farm LLC as my agent in this rezone petition and have given my permission to
Uchida Farm LLC to include this/these parcels with Uchida Farm LLC requesting a rezone to the Industrial
category.

<u>Gary D. Todd</u>	<u>12-5-16</u>
Signature, Title	Date
<u>Linda A. Todd</u>	<u>12-5-16</u>
Signature, Title	Date

Petition Endorsement

Petition Endorsement

Edgewood Planning Commission
C/O Kevin Stender, Community Development Director
2224 104th Avenue East
Edgewood, WA 98371

Re: Uchida Farm LLC, rezoné application

My name is Mary Schwartz, and I own/represent the property located at
3926 - 90th Ave E, Edgewood, WA, 98371. The parcel number(s) for this property is/are:
0420162700

and it is/they are shown on the combined aerial plat map submitted by the Uchida Farm LLC in the
matter of the rezone petition dated _____.

I am appointing Uchida Farm LLC as my agent in this rezoné petition and have given my permission to
Uchida Farm LLC to include this/these parcels with Uchida Farm LLC requesting a rezone to the Industrial
category.

Mary Schwartz - Trustee 12-5-16
Signature, Title Date

Signature, Title Date

Petition Endorsement

Petition Endorsement

Edgewood Planning Commission
C/O Kevin Stender, Community Development Director
2224 104th Avenue East
Edgewood, WA 98371

Re: Uchida Farm LLC, rezone application

My name is Reuben Kriebel, of Ewood LLC and I own/represent the property located at
8311 Valley Ave E, Edgewood, WA 98371. The parcel number(s) for this property is/are:
0420174047

and it is/they are shown on the combined aerial plat map submitted by the Uchida Farm LLC in the
matter of the rezone petition dated _____.

I am appointing Uchida Farm LLC as my agent in this rezone petition and have given my permission to
Uchida Farm LLC to include this/these parcels with Uchida Farm LLC requesting a rezone to the Industrial
category.

Reuben Kriebel managing member 12-12-16
Signature, Title Date
[Signature] 12/12/16
Signature, Title Date
member

Petition Endorsement

Uchida: Comprehensive Plan Amendment Application

Answers to questions 6 and 7

#6. The amending language of this proposal is as follows;

“Upon the approval, the following properties, as identified by their parcel number(s) on Exhibit A.1 will be shown on the Edgewood Land Use Map as Industrial.

#7. This amendment proposal will bring these properties into alignment, by use, with the other surrounding Valley Avenue properties which are dominated by industrial uses and serving the Port of Tacoma’s economic growth. It also acknowledges that the family farm is no longer a viable economic unit in today’s economy.

Comprehensive Plan Amendment Application

8. b Answers: Goal Criteria

p. 25 Goal L.U.1.m The Industrial designation is intended to accommodate industrial uses that provide local and regional employment opportunities, such as research, light manufacturing and warehousing.

p.28 Goal L.U. V11 Accommodate and facilitate industrial development that positively contributes to Edgewood's economy and character.

p. 41 Section 05 Transportation

p.43 Goal T.1 Develop safe and efficient streets that accommodates all transportation modes and maximizes people-carrying capacity .

P44 Goal T.11 Develop a transportation system that enhances delivery and transport of goods and services.

p.44 Goal T.I.g Assure that transportation systems are appropriately sized and designed to support the land use element, and serve the surrounding land uses and minimize the negative impacts of growth.

p. 44 Goal T.11.c Enforce truck regulations so that heavy vehicles do not utilize City roads, except for local deliveries and services.

p. 46 Goal T.V1 Ensure adequate parking

p. 47 Goal T.V.11 Minimize transportation conflicts to ensure safety.

T.V11 b. Maintain and enhance the safety of roads in the City of Edgewood.

p.47 Goal T.V.111.d Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.

p. 61 CPT 7. Utilities

Goal U.I Ensure the location and design of utility facilities meets the community's needs.

p.62 Goal U.11.c Support the timely expansion, maintenance and replacements of utility facilities.

p. 62 Goal U.11.e Support improvements in utility services that support local businesses and economic development.

p. 63 Goal U11.k Utilize low impact development and other natural drainage solutions.

Critical areas and the environment:

p. 77 01 Natural environment

p. 78 Figure 4. Steep Slopes

p. 79 Figure 5. Flood Hazards

p. 80 Figure 6. Wetlands Hazards

Uchida: Comprehensive Plan Amendment Application

Answers to question 8. c. d. and e.

c. The amendment is consistent with the Growth Management Act by developing property within existing City boundaries, providing economic growth opportunities and separating heavier industry and its transportation requirements from residential, retail and recreational facilities. It provides employment to local citizens and reduces the need for long commutes on overcrowded transportation facilities.

d. The proposed amendment may have an effect upon the City of Edgewood Proposed Capital Improvement Plan, 2015-2020. This relationship is referred to in Tab 5, p.60 of the Transportation Category as the Railroad Frontage Road, (t-18). Feasibility expenditures are proposed for the years 2019-20.

e. The cumulative effects of this amendment are positive for the City of Edgewood for its' economy, contribution to its' variety of local employment opportunities, development of utilities and roads to serve the Valley Floor and reinvigorates an area that is rapidly becoming functionally depreciated in its' farming activity.

Amendment Application for Uchida Farm LLC et al

Q.3 asks for letters of agency for all other properties. List & use letters of authorization.

Q.4 use a complete aerial showing all enlisted properties, provide assessment parcel numbers, owners and contact addresses

Q.5 This application is to modify portions of the Edgewood Land Use Map indicated, by its' cross hatching, as a "Special Land Use Study Area" with underlying zoning of SF-3.

Q.6 This amendment will modify section L.U.I.F, Single Family Residential (current use primarily agricultural) to transfer these properties to L.U.I.m, Industrial. The amending language will be; "Upon approval, the following properties, as identified by their parcel numbers, (Exhibit) will be shown on the Land Use Map as INDUSTRIAL"

Q. 7 The change from Single Family (Agriculture) to Industrial acknowledges the reality that small family farms are no longer economically viable when compared to large corporate farms located on low cost land and national and international competitors. This change also acknowledges the Valley floor of Edgewood and Puyallup, adjacent to Valley Avenue, have already become predominately industrial in nature, a trend that will continue with the expansion of SR #167 and the continued growth of the Port of Tacoma.

Q. 8 There is no Comprehensive Plan Goal for "Agricultural" or designation as a separate category in the Edgewood zoning code, it is allowed as a subset of allowed uses beginning in the single family designation and the Uchida property is in this allowed use. Originally, prior to annexation into Edgewood, this property was zoned industrial by Pierce County.

a. No

b. See attached Exhibit _____

EXHIBIT _____

8. b Answers: Goal Criteria, expanded with comment

p. 25 Goal L.U.1.m The Industrial designation is intended to accommodate industrial uses that provide local and regional employment opportunities, such as research, light manufacturing and warehousing. *(These uses will provide year round employment vs. seasonal agricultural uses and add significantly to the Edgewood tax base.)*

p.28 Goal L.U. V11 Accommodate and facilitate industrial development that positively contributes to Edgewood's economy and character.

a. Establish a range of industrial use, such as regional research, manufacturing, warehousing or other regional employment uses.
b. Expand and create the number and type of industrial uses in the City through more intensive use of existing industrial Land and **"EXPANSION OF INDUSTRIAL USES IN APPROPRIATE LOCATIONS."** *(Bold Added for emphasis)*
(The separation, by Edgewood's geography, of the Meridian Corridor (the Town Center) and residential area from the Valley floor of Industrial uses provides unique opportunities for the economy and economic health of the Edgewood Community. This Separates heavy truck traffic and railroad uses from residential, light commercial, retail areas, parks and schools.)

p. 41 Section 05 Transportation

Required by the growth management act to provide all modes of transportation to citizens, with mobility choices, efficiency and safety. *(This goal, as with most all the Comprehensive plan, relates primarily to the Meridian Corridor.)*

p.43 Goal T.1 Develop safe and efficient streets that accommodates all transportation modes and maximizes people-carrying capacity .

(This is not intended for Valley Avenue.)

The Valley Avenue corridor, has already been developed for industrial uses with high capacity railroad, and freight systems supporting the Port of Tacoma and surrounding distribution businesses. The State acknowledges the need to continue to develop the freight transportation capacity servicing the Port of Tacoma by developing the SR #167 connection from the Port to the existing SR #167 which currently ends at Meridian Avenue.

The Valley Avenue corridor provides separation from housing, schools etc. from intensive commercial and industrial uses – separated by the Edgewood geography with steep slopes providing the demarcation from the residential and the light commercial nature of Edgewood’s Meridian corridor from the Puyallup Valley floor.

P44 Goal T.11 Develop a transportation system that enhances delivery and transport of goods and services.

p.44 Goal T.I.g Assure that transportation systems are appropriately sized and designed to support the land use element, and serve the surrounding land uses and minimize the negative impacts of growth.

(While access and egress systems will be developed for the project, Valley Avenue is adequately sized for the development. SR#167 will add to capacity significantly and an on/off ramp is designed adjacent to the Freeman Road-Valley Avenue intersection.)

p. 44 Goal T.11.c Enforce truck regulations so that heavy vehicles do not utilize City roads, except for local deliveries and services.

(While much of the Comprehensive plan addresses the needs of the Meridian Corridor, including the interface with the Milton road system, Valley Avenue has been developed to accommodate the heavier traffic generated by commercial and industrial traffic associated with industrial/warehousing development supporting the Port of Tacoma and the greater Puyallup Valley. All traffic supporting the development will be on and off Valley Avenue and the proposed new SR #167.)

p. 46 Goal T.V1 Ensure adequate parking - *(all parking will be onsite.)*

p. 47 Goal T.V.11 Minimize transportation conflicts to ensure safety. –

T.V11 b. Maintain and enhance the safety of roads in the City of Edgewood.

(This goal again speaks to the issue of Meridian Avenue as an intermodal roadway, emphasizing pedestrian and traffic safety for the local community. It reinforces the need for separation from the heavier use of commercial and industrial development transportation requirements now being satisfied by Valley Avenue.)

(only local roads of 90TH Avenue E., 42nd Street Ct. E. and potentially 84th Avenue Ct. E.? will be used for access to and from Valley Avenue and these do not connect with any other road in the City of Edgewood. All road improvements required to serve the property will be borne by the developer. To date, these roads have not been serviced by the City of Edgewood in years. They are not a scheduled T.I.P. although it is acknowledged that these roads (90th, 42nd, and 84th) do not meet the City of Edgewood standards.

(the location also ensures that non-motorized connectivity between residential developments via pathways, trails and local streets will be separated from, and not in conflict with the heavier requirements of the Valley floor)

Financing

p.47 Goal T.V.111.d Adequately fund the transportation system to meet current and future capital, maintenance and operational needs.

(The cost of infrastructure capital in support of this development will be minimal while delivering a tax base enhancement and year round employment opportunities.

Valley Ave. and the proposed SR 167 are both set up to handle large trucking distribution requirements and are supportive of high traffic railway transportation modes – the Main line of BNSF borders the property.

The City is currently unable to fund the transportation capital improvements or any of the required other utilities supporting this development. This area is not a part of any City plans for local or regional infrastructure development. This development will provide new utilities, roads, fire protection access and other needs that will be funded by the developer.

p. 61 CPT 7. Utilities

Goal U.I Ensure the location and design of utility facilities meets the community's needs.

The City concedes that the earliest time to even fund planning for facilities to serve this area is years away. The City has no sewer or water purveyor currently capable of serving the area. Interlocal agreements will be necessary to access nearby available utilities.

p.62 Goal U.11.c Support the timely expansion, maintenance and replacements of utility facilities.

p. 62 Goal U.11.e Support improvements in utility services that support local businesses and economic development. Where necessary, the use of Interlocal agreements with utility purveyors in adjacent jurisdictions should be utilized.

p. 63 Goal U11.k Utilize low impact development and other natural drainage solutions.

(This goal will be met by the development design as proposed in the required SEPA documentation)

Critical areas and the environment:

p. 77 01 Natural environment

p. 78 Figure 4. Steep Slopes, map

The steep slopes adjacent to the Uchida project are not critical in their degree of slope inclination and most slope rim properties are inhabited by residential structures. The project will be contained on the Valley floor and not touch or modify any adjacent slope.

p. 79 Figure 5. Flood Hazards

The Uchida Farm is not in a flood zone but is transited by Wapato Creek and the Novak property is bordered on the north by Simon Creek. Advanced design, as utilized in the protection of Wapato Creek after it crosses Freeman road in a current "state of the art" industrial development, will in fact provide enhanced fish and wildlife environments while reducing the potential for overflow during high rain conditions.

p. 80 Figure 6. Wetlands Hazards

The wetlands bordering the Uchida and Novak properties will be delineated during the SEPA research and design that will be presented to the City in conjunction with the project permitting process.

Conclusion:

The Edgewood Comprehensive plan speaks eloquently to the development needs and the urgency of creating the Meridian corridor as the transportation and population focal point of Edgewood. It is abundantly clear that the Valley floor will not be provided its' "day in the sun" for many years, yet the landowner/taxpayers have contributed to the City's wellbeing. The economic realities of small farm sustainability do not provide for a successful future for those who have toiled hard to provide a living for their families and contribute to the local economy with fresh fruit and vegetables. The conversion of these important properties will provide a new source of year round employment and an increased tax base for the City of Edgewood.



**CITY OF EDGEWOOD
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 17-0378**

Date Action Requested: June 27, 2017

Title: Supplemental Solid Waste Plan Adoption

Attachments: Resolution No. 17-0378 and PC Solid Waste April 10, 2017 Wamback Letter

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

Approved For Agenda By: Daryl Eidinger, Mayor

Prepared For Agenda By: Aaron C. Nix, ACA – Municipal Services

Recommendation: Motion to adopt Resolution No. 17-0378, adopting the 2016 supplement to the 2000 Tacoma-Pierce County Solid Waste Management Plan and Recommitting the City of Edgewood to its partnership with Pierce County.

Discussion: As discussed with the City Council at their June 20, 2017 Council Study Session, the Mayor has been approached by Staff with Pierce County Solid Waste and asked to review Pierce County's supplement to its 2000 Solid Waste Management Plan that was previously adopted by the Edgewood City Council. The City of Edgewood currently maintains an Interlocal Agreement with Pierce County, highlighting the City/County partnership in implementing the solid waste plan of which the supplement appears to support and not deviate from by establishing realistic, but not mandated goals for the plan.

Alternatives: 1) Do not adopt. 2) Forward to Study Session for further review

Fiscal Impact: N/A

RESOLUTION NO. 17-0378

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON ADOPTING THE 2016 SUPPLEMENT TO THE 2000 TACOMA-PIERCE COUNTY SOLID WASTE MANAGEMENT PLAN AND RECOMMITTING THE CITY OF EDGEWOOD TO ITS PARTNERSHIP WITH PIERCE COUNTY

WHEREAS, Chapter 70.95 RCW requires Counties, in coordination with their Cities and Towns, to adopt comprehensive solid waste plans for the management, handling, and disposal of solid waste for twenty years, and to review and amend or revise the plans every five years, as necessary; and

WHEREAS, pursuant to Chapter 70.95 RCW, the County Executive entered into Interlocal Agreements with the Cities and Towns within Pierce County wherein the County agreed to serve as the lead planning agency to maintain the Solid Waste Management Plan and draft revisions as necessary, and to provide a draft of these revisions to the Cities and Towns prior to scheduled County Council public hearing dates; and

WHEREAS, the County, in coordination with the Pierce County Solid Waste Advisory Committee (SWAC) developed the 2016 Supplement to the 2000 Tacoma-Pierce County Solid Waste Management Plan to replace the 2008 Supplement; and

WHEREAS, the SWAC held 11 public meetings and conducted one public hearing, giving the community multiple opportunities to be involved in the drafting and reviewing of the 2016 Supplement; and

WHEREAS, the 2016 Supplement to the 2000 Tacoma-Pierce County Solid Waste Management Plan is a strategic document, identifying goals, objectives and actions necessary to achieve a community vision; and

WHEREAS, the County submitted a draft supplement to the Cities and Towns for review and comment in April 2016; and

WHEREAS, the Pierce County Council adopted the 2016 Supplement by Ordinance 2016-83 on March 23, 2017; and

WHEREAS, the City of Edgewood desires to adopt 2016 Supplement as an amendment to its comprehensive solid waste management plan; and

WHEREAS, the Edgewood City Council discussed this issue with City Staff as its June 20, 2017 Council Study Session; and

WHEREAS, the City of Edgewood also desires to recommit itself to a partnership with Pierce County to coordinate on the implementation of the goals, policies,

recommendations, and disposal methods as set forth in the 2000 Tacoma-Pierce County Solid Waste Management Plan and the goals and objectives set forth in the 2016 Supplement;

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

Section 1. The 2016 Supplement is hereby adopted in its entirety to amend the 2000 Tacoma-Pierce County Solid Waste Management Plan as the comprehensive solid waste management plan for the City of Edgewood.

Section 2. The City of Edgewood recommits to a partnership with Pierce County to implement the goals, policies, recommendations, and disposal methods set forth in the 2000 Tacoma-Pierce County Solid Waste Management Plan and the goals and objectives set forth in the 2016 Supplement.

ADOPTED THIS 27TH DAY OF JUNE, 2017

Mayor, Daryl Eiding

ATTEST

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

City Attorney, Carol Morris



April 10, 2017

The Honorable Daryl Eiding
Aaron Nix, Assistant City Manager
City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372

Subject: *2016 Supplement to the Tacoma-Pierce County Solid Waste Management Plan*

Dear Mayor Eiding and Mr. Nix,

I am pleased to inform you *the 2016 Supplement to the Tacoma-Pierce County Solid Waste Management Plan* (2016 Supplement) is now available for your final review and acceptance.

The Pierce County Council adopted the 2016 Supplement on March 21, 2017, through its passage of Ordinance 2016-83. Pierce County Executive Bruce Dammeier signed the ordinance into law, with an effective date of April 14, 2017. On behalf of the County Executive, and in fulfillment of Section 3 of the Ordinance, I am writing to request the City of Edgewood issue a Letter of Concurrence or a Resolution of Adoption for the 2016 Supplement.

Pursuant to Section 6.4 of our Solid Waste Interlocal Agreement¹, Pierce County produced the 2016 Supplement as a minor amendment to the *Tacoma-Pierce County Solid Waste Management Plan* (2000 Plan). As its name implies, the 2016 Supplement expands, but does not replace, the 2000 Plan adopted by the Pierce County Council on December 12, 2000.

The 2000 Plan focused attention on individual aspects of the solid waste system (e.g. recycling, processing and disposal). The 2016 Supplement is an integrated, strategic, document that proposes a community vision. It also identifies goals, objectives and actions necessary to achieve that vision, without making policy pronouncements.

Vision

The 2016 Supplement proposes a clear vision for the future, which is consistent with long-standing practices and policies: *People, businesses and agencies work together to reuse resources and waste little.*

¹ City of Edgewood Resolution No. 01-90

Goals and Objectives

Goals in four interconnected and interdependent areas provide foundational support for the vision. Each goal will be reached through specific and measurable objectives that, with accompanying action steps, can be achieved by 2020.

System: Pierce County and the City of Tacoma will provide services to meet basic recycling, composting and disposal needs, with waste reduction as an increasing area of focus. Specific attention is placed on standardizing services and funding, making transfer stations a hub for waste diversion and helping residents more effectively recycle away from home.

Culture: Consumers, businesses and households – as individuals and working together – will play key roles in achieving the vision. Core actions focus on simplifying communication and outreach strategies, emphasizing waste reduction messages around food waste and single-use items, and following up with the community to see how much behavior has changed.

Decisions: Decisions made in the present can influence future outcomes. The objectives in this section are designed to provide a framework for a successful future by guiding the selection of external partner agencies, being clear about what parts of the waste stream are targeted for reduction and recycling, and overcoming organizational and institutional barriers.

Measurement: This goal and its associated objectives direct us to measure more, document better and then improve, based upon what we learn.

The 2016 Supplement is designed to be easy to read and follow. Additional information is included in the document which addresses the current operational system and landfill capacity, future considerations, cost assessments and policies retained from the 2000 Plan.

Pierce County, the City of Tacoma and Washington State Department of Ecology worked with the Pierce County Solid Waste Advisory Committee (SWAC) for an 18 month period to prepare the 2016 Supplement. The SWAC consists of volunteers who provide a wide variety of interests, representing citizens, businesses, municipalities, public interest groups and waste management companies. All the meetings were open to the public, with a Community Conversation element specifically involved with developing the 2016 Supplement.

The City of Edgewood has until Thursday, July 13, 2017, to adopt the 2016 Supplement by a Letter of Concurrence or Resolution of Adoption. As provided for in the Solid Waste Interlocal Agreement, your community may choose to exit the regional solid waste system at this time, in which case you would prepare your own solid waste plan and procure waste disposal outside Pierce County.²

² For more detail on the process for preparing and reviewing a minor amendment to the 2000 Plan, see Section 6.4.1 of the Interlocal Agreement between the City of Edgewood and Pierce County, which is included on the flash drive.

The Honorable Daryl Eiding and Aaron Nix, Assistant City Manager
April 10, 2017
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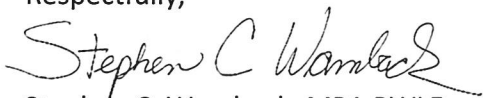
The enclosed flash drive contains the following for your use:

- 2016 Supplement and Appendices (also available at piercecountywa.org/swplan)
- Pierce County Resolution R2016-14s referring the 2016 Supplement for review
- Pierce County Ordinance 2016-83 adopting the 2016 Supplement
- State Environmental Policy Act (SEPA) Addendum to Programmatic Final Environmental Impact Statement for the *Tacoma-Pierce County Solid Waste Management Plan*
- SEPA Addendum Issuance Signature Page
- Presentation made to the Pierce County Council Economic and Infrastructure Development Committee (EIDC) that provides an overview of the 2016 Supplement
- Copy of the Solid Waste Interlocal Agreement between the City of Edgewood and Pierce County
- Model Letter of Concurrence
- Model Resolution of Adoption

Please provide my office with a Letter of Concurrence issued by the City of Edgewood's most senior executive officer OR a Resolution of Adoption passed by your City Council no later than the close of business on July 13, 2017. As noted above, a Model Letter and Model Resolution are included on the flash drive. Alternatively, if you request it, my staff can produce a Letter of Concurrence or Resolution of Adoption specifically tailored to your community's requirements.

My staff and I are available to meet with you, your Council, or other members of the City staff to discuss the plan. Please contact me at (253) 798-4656 or via email at steve.wamback@co.pierce.wa.us if you have any questions or concerns.

Respectfully,


Stephen C. Wamback, MPA PWLF
Sustainable Resources Administrator

SCW:cks
\\Mayor Letter.docx

Enclosure

ec: Bruce F. Dammeier, Pierce County Executive
Douglas Richardson, Chair, Pierce County Council
Dennis Hanberg, Director, Planning and Public Works
Toby Rickman, Deputy Director of Planning and Public Works
Hugh Taylor, Senior Legislative Analyst, Pierce County Council
Dan Schooler, Waste Connections
Mark Gingrich, Chair, Solid Waste Advisory Committee