



CITY OF EDGEWOOD REGULAR COUNCIL MEETING AGENDA

June 25, 2019 – 7:00 pm. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance, Roll Call, Additions/Deletions

2. PUBLIC HEARING

 **AB19-022** - Proposed Ordinance relating to Land Use and Zoning - repealing all existing development regulations relating to signs, adopting a new Sign Code, identifying exemptions, prohibited signs, definitions, requiring sign permits for certain signs, establishing a procedure for processing of sign permits, sign variances and exceptions, identifying the sign types, establishing regulations which limit the sign types to certain zones, limiting the height, setbacks, area and other dimensional standards for signs, requiring maintenance of signs,, describing nonconforming signs and providing for enforcement, repealing Section 18.90.160 and adding a new Chapter 18.97 to the Edgewood Municipal Code.

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

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

The following items are presented for Council approval:

- A. Regular City Council Meeting Minutes of June 11, 2019,
- B. Study Session Meeting Minutes of June 18, 2019,
- C. **AB19-023**, a motion approving June 2019 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; and IRS 941 ACHs in the amount of \$102,936.15; and Vendor Check Numbers 23859 through 23877 with EFT and Direct Pay Payments in the amount of \$319,376.62. Total distributions submitted for review & authorization in the amount of \$422,312.77.
- D.  **AB19-0463**, a motion to adopt Resolution No. 19-0463, authorizing the Mayor to execute a Professional Services Agreement with FCS Group.

6. COUNCIL BUSINESS

- A.  **AB19-0464**, a motion to adopt Resolution No. 19-0464, confirming the Mayoral appointment of Ann Marie J. Soto of Kenyon Disend, PLLC as Interim City Attorney.
- B.  **AB19-024**, a motion confirming the Mayoral appointment of Niomi Zinn, Position 3; Sarah Wagner, Position 4; Jason Ramirez, Position 5; reappointing Allison Pincas, Position 6; and Karla Slate, Position 7 to the Edgewood Planning Commission.
- C.  **AB19-025**, continued discussion of Interim Zoning Ordinance.

7. COUNCIL COMMENTS

8. ADJOURN



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Public Hearing for the proposed Sign Code Ordinance		Agenda Item #:		AB19-022
		For Agenda of:		June 25, 2019
		Prepared by:		Darren Groth
ATTACHMENTS (list): ☒ Draft Ordinance, as recommended by Planning Commission				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	<u>\$0</u>	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	<u>\$0</u>	
City Attorney	☐	Appropriation Required:	<u>\$0</u>	
City Clerk, Rachel Pitzel	☐	Timeline: June 18: Intro Study Session June 25: Public Hearing July 2: Study Session July 9: Final Action		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☐			
Police Chief, Micah Lundborg	☐			
Fiscal Note/Consideration: N/A				
SUMMARY STATEMENT: For several meetings, the Planning Commission discussed and provided guidance to staff on a possible revised sign code. On March 11, 2019, the Planning Commission gave staff their direction on a couple of items and asked the final draft version to be presented during the Planning Commission's April meeting. The drafted code is a model ordinance that has been used in various other municipalities. The Edgewood Municipal Code (EMC) does not currently regulate signage like the model code, which is easier to read with pictures and tables for quick reference. Since meeting with the Planning Commission in April, staff conducted a SEPA review, shared the draft with the Department of Commerce, and posted notice of the hearing. The Planning Commission's May meeting was cancelled; however, the Commission did take action during their June meeting and is forwarding their recommendation to City Council for this first study session discussion. On June 18, 2019, City Council held a study session discussion on the sign code draft recommended from the Planning Commission. The Council's discussion resulted in a couple of items that may need revision and while those items were not modified in the draft presented tonight for the public hearing, City Council can direct staff to make those changes and any others that result from the public comments. The new draft will then be presented for a second study session discussion on July 2, 2019 and final action on July 9, 2019.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: On June 11, 2019, the Planning Commission recommended APPROVAL, as presented in the City staff report of the proposed changes to the EMC pertaining to the sign code.				
RECOMMENDED ACTION: Hold a public hearing and provide staff direction on the new EMC Chapter 18.97 – Sign Code.				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review				

ORDINANCE NO. 19-0XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO LAND USE AND ZONING, REPEALING ALL EXISTING DEVELOPMENT REGULATIONS RELATING TO SIGNS, ADOPTING A NEW SIGN CODE, IDENTIFYING EXEMPTIONS, PROHIBITED SIGNS, DEFINITIONS, REQUIRING SIGN PERMITS FOR CERTAIN SIGNS, ESTABLISHING A PROCEDURE FOR PROCESSING OF SIGN PERMITS, SIGN VARIANCES AND EXCEPTIONS, IDENTIFYING THE SIGN TYPES, ESTABLISHING REGULATIONS WHICH LIMIT THE SIGN TYPES TO CERTAIN ZONES, LIMITING THE HEIGHT, SETBACKS, AREA AND OTHER DIMENSIONAL STANDARDS FOR SIGNS, REQUIRING MAINTENANCE OF SIGNS, DESCRIBING NONCONFORMING SIGNS AND PROVIDING FOR ENFORCEMENT, REPEALING SECTION 18.90.160 AND ADDING A NEW CHAPTER 18.97 TO THE EDGEWOOD MUNICIPAL CODE.

WHEREAS, in the City's existing Sign Code in Edgewood Municipal Code Section 18.90.160, the types of signs that are allowed in various zones are defined by reading the sign (*i.e.*, "construction project signs" and "business" signs are allowed in single-family and mixed residential zones, and subjected the different types of signs to different restrictions); and

WHEREAS, the U.S. Supreme Court held, in *Reed v. Town of Gilbert*,¹ held that content-based laws (those that target speech based on the communicative content) are presumptively unconstitutional; and

WHEREAS, in *Reed*, the U.S. Supreme Court held that a Town's sign code, which subjected ideological signs to certain restrictions, subjected political signs to greater restrictions and subjected temporary directional signs relating to events to even greater restrictions violated free speech guarantees, even if the Town had a compelling governmental interest in preserving the Town's aesthetic appeal and traffic safety; and

WHEREAS, the City of Edgewood seeks to adopt a content-neutral sign code, consistent with *Reed* and other relevant court cases; and

WHEREAS, the City's Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(19); and

¹ 135 S.Ct. 2218, 192 L.Ed.2d 236 (2015).

WHEREAS, the City sent a draft of this Ordinance to the Washington State Department of Commerce, as required by RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on May 13, 2019, and sent its recommendation to the City Council; and

WHEREAS, the Council considered this Ordinance during its _____, 2019 study session; and

WHEREAS, the Council considered this Ordinance during its regular City Council meeting of _____, 2019;

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

Section 1. The City Council does hereby repeal Section 18.90.160 of the Edgewood Municipal Code.

Section 2. The City Council hereby adopts a new Chapter 18.97 to the Edgewood Municipal Code, entitled the "Sign Code." This new Chapter 18.97 is attached hereto as Exhibit A, and is incorporated herein by this reference.

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

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

Section 5. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

ADOPTED THIS ____th day of _____, 2019.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

City Attorney

DRAFT

Exhibit A

CHAPTER 18.97 SIGN CODE

Part I. General Provisions.

- 18.97.010 Intent and Purpose.
- 18.97.020 Applicability and Interpretations.
- 18.97.030 Exemptions.
- 18.97.040 Prohibited Signs.

Part II. Sign Standards Applicable to All Signs.

- 18.97.050 Sign Illumination.
- 18.97.060 Sign Materials.
- 18.97.070 Sign Placement and Location Restrictions.
- 18.97.080 Sign Area Measurements.
- 18.97.090 Sign Height Measurements.
- 18.97.100 Sign Structure and Installation.
- 18.97.110 Signs – Digital.
- 18.97.120 Signs – Electronic Message Center

Part III. Sign Types.

- 18.97.130 Permanent Signs – Table 1.
- 18.97.140 Accessory Signs.
- 18.97.150 Awning or Canopy Signs.
- 18.97.160 Building Mounted Wall Signs.
- 18.97.170 Changeable Copy Signs.
- 18.97.180 Freestanding Signs.
- 18.97.190 Ground-mounted or Landscape Wall Signs.
- 18.97.200 Portable Signs.
- 18.97.210 Projecting Signs.
- 18.97.220 Service Island Signs.
- 18.97.230 Sign Walkers.
- 18.97.240 Temporary Signs – Table 2.
- 18.97.250 Window Signs.

Part IV. Permitting.

- 18.97.260 Sign Permits.
- 18.97.270 Master Sign Plans
- 18.97.280 Sign Variances.
- 18.97.290 Nonconforming Signs, Maintenance, Removal and Enforcement.

Part V. Definitions.

- 18.97.300 Definitions.

18.97.010 Intent and Purpose.

A. Intent. Signs have a strong visual impact on the character and quality of the community. As a prominent part of the scenery, they attract or repel the viewing public, affect the safety of vehicular traffic, and their suitability or appropriateness helps to set the tone for the neighborhood. The City relies upon its scenery and physical beauty to attract commerce, aesthetic considerations assume economic value. It is the intent of the City, through this Chapter, to protect and enhance the City's historic and residential character and its economic base through the provision of appropriate and aesthetic signage. In addition, it is the intent of the City to limit the size, type and location of signs in order to minimize their distracting effect on drivers and thereby improve traffic safety.

B. Purpose. The purpose of this Chapter is to promote the public health, safety and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral and nondiscriminatory sign standards and requirements. This Chapter has also been adopted to:

1. Promote and accomplish the goals, policies and objectives of the City's Comprehensive Plan and Zoning Code;
2. To provide minimum standards in order to safeguard life, health, property and public welfare, and promote traffic safety by controlling the design, quality of materials, construction, illumination, size, location and maintenance of sign and sign structures;
3. Recognize free speech rights by regulating signs in a content-neutral manner;
4. Promote the free flow of traffic and protect pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting, or illegible signage;
5. Protect the beauty of the City's built environment by encouraging signs that are compatible with the architectural style, characteristics, and scale of the building to which it may be attached, and to encourage signs that are compatible with adjacent buildings and businesses;
6. Protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape;
7. Provide consistent sign design standards;
8. Encourage creative and innovative approaches to signage, and signs that are of a quality design, pleasing in appearance and are appropriate in size, materials and illumination to the surrounding neighborhood;
9. Provide an improved visual environment for the citizens of and visitors to the City;

10. Adopt clear, understandable regulations which enable the fair and consistent enforcement of this Chapter; and

11. Address emerging trends in digital and electronic sign technologies and provide regulations that facilitate the use of such technologies while ensuring for the protection of motorists and pedestrians from the hazards of glare, startling bursts of light, and use of virtual movement and animation intended to attract driver attention, hold driver gaze, or otherwise distract drivers from the safe operation of their vehicles. Protect neighborhoods, surrounding development, and the night sky from the nuisance factors associated with such glare, movement, and animation of digital and electronic signs.

18.97.020 Applicability and Interpretations.

A. This Chapter applies to all signs, as defined in Section 18.97.300 Definitions, within the City that are visible or audible from any street, sidewalk, or public place, regardless of the type or nature.

B. This Chapter is not intended to, and shall not be interpreted to, restrict speech on the basis of its content, viewpoint, or message. Any classification of signs in this Chapter which purports to permit speech by reason of the type of sign, identity of the sign user or otherwise, shall be interpreted to allow commercial or non-commercial speech on the sign. No part of this Chapter shall be construed to favor commercial speech over non-commercial speech. To the extent that any provision of this Chapter is ambiguous, the term shall be interpreted not to regulate speech on the basis of the content of the message.

C. Nothing in this Chapter shall be construed to prohibit a person from holding a sign while picketing or protesting on public property that has been determined to be a traditional or designated public forum, e.g., a sidewalk or park, so long as the person holding the sign does not block ingress and egress from buildings; create a safety hazard by impeding travel on sidewalks, in bike or vehicle lanes, or on trails; or violate any other reasonable time, place, and manner restrictions adopted by the City. (See Section 18.97.230, Sign Walkers.)

18.97.030 Exemptions. The following signs or activities relating to signs are not subject to the permitting requirements of this Chapter, as long as they meet the standards set forth below.

A. Changes to the face or copy of changeable copy signs, digital signs, or electronic message center signs, provided such changes do not change the material, appearance, size, or dimensions of the sign as originally permitted by the City.

B. The normal repair and maintenance of conforming or legal nonconforming signs.

C. Temporary signs meeting the requirements in Section 18.97.240 (Temporary Signs).

D. Building Identification Signs that meet one or more of the following four criteria:

1. Signs not exceeding one (1) square foot in area for residential buildings, or not exceeding two (2) square feet in area for nonresidential buildings.

2. Business name and address signs on an entry door that do not exceed two (2) square feet in area.

3. Certain stone or cement plaques and cornerstones with engraved or cast text or symbols that are permanently embedded in the building's foundation or masonry siding materials, provided that none of these exceed four (4) square feet in area.

4. Other building identification signs meeting these requirements as required pursuant to the City's Building or Zoning Code, Public Works Standards, or any other City or State regulation.

E. Governmental signs. Signs installed by the City, County, or a federal or State governmental agency for the protection of the public health, safety, and general welfare, including, but not limited to, the following:

1. Emergency and warning signs necessary for public safety or civil defense;
2. Traffic or wayfinding signs erected and maintained by an authorized public agency;
3. Signs required to be displayed by law;
4. Signs showing the location of public facilities; and
5. Any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect the public health, safety, and general welfare.

F. Flags. Any flags, provided that they conform to all provisions of this chapter for signs.

G. Interior signs. Signs or displays located entirely inside of a building and located at least three (3) feet away from transparent doors and windows.

H. Non-discernable signs. Signs and associated sign support structures that are not visible, odorous, or audible beyond the boundaries of the lot or parcel upon which they are located, or from any public right-of-way.

I. Vehicle Signs. Any sign on a vehicle not prohibited by EMC Section 18.97.040(I) and placed in accordance with EMC Section 18.97.070(B).

J. Temporary signs in windows. Any temporary sign taped or otherwise affixed to the inside of a window, in such a manner as to be easily removed, provided that the total area of such sign in any one window does not exceed the size limitations in Section 18.97.250 (Window Signs) and Section 18.97.240 (Temporary Signs).

K. Bench signs. Any outdoor bench or furniture with any signs, other than plaques, that do not exceed one (1) square foot in area.

L. Private signs. Privately-maintained traffic control signs in a subdivision with private roads or privately-maintained traffic control signs in a private parking lot.

Section 18.97.040 Prohibited Signs. No person shall erect, alter, maintain, or relocate any of the following signs in the City.

A. *Animated signs.* Rotating or revolving signs, or signs where all or a portion of the sign moves in some manner. This includes any sign animated by any means, including fixed aerial displays, balloons, pennants, spinners, propellers, whirling, or similar devices designed to flutter, rotate or display other movement under the influence of the wind, including flag canopies not otherwise allowed in Section 18.97.150 (Awning or Canopy Signs), streamers, tubes, or other devices affected by the movement of air or other atmospheric or mechanical means. This does not include historic signs and historic replica signs where the applicant is able to prove, through documentation or other evidence, that the original historic sign produced the same motion or movement and is proposed in the same location.

B. *Rotating signs.* Any sign in which the sign body or any portion rotates, moves up and down, or any other type of action involving a change in position of the sign body or any portion of the sign, whether by mechanical or any other means.

C. *Nuisance signs.* Any signs which emits smoke, visible particles, odors or sound, except that speakers in drive-through facilities shall be permitted in accordance with any other applicable restrictions in the Edgewood Municipal Code (EMC).

D. *Bench or furniture signs.* Any sign on a bench or other furniture that is greater than one (1) square foot in area.

E. *Flashing signs or lights.* A sign that contains an intermittent or flashing light source, or a sign that includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Flashing light sources are prohibited. Signs with an exposed light source, exceeding the equivalent of 25-watts per lamp, including clear light bulbs which do not flash on a theater marquee except for neon incorporated into the design of the sign, are also prohibited. Electronic message center signs and digital signs are allowed under the provisions of Sections 18.97.110 (Digital Signs) and 18.97.120 (Electronic Message Center Signs).

F. *Hazardous signs.* Any sign that constitutes a traffic hazard or detriment to traffic safety by reason of its size, location, movement, or method of illumination, or by obstructing the vision of drivers, or by distracting from the visibility of an official traffic control device by diverting or tending to divert the attention of drivers or moving vehicles from traffic movements on streets, roads, intersections, or access facilities. No sign shall be erected so that it obstructs the vision of pedestrians or by glare or method of illumination constitutes a hazard to pedestrians or traffic. No sign may interfere with, mislead, or confuse traffic.

G. *Impeding Signs.* Any sign that impedes free ingress and egress from any door, window, or exit way required by building and fire regulations.

H. *Permanent signs or signs posted or carried on portable, non-motorized or motorized wheeled vehicles that are placed on vacant lots, parcels, or easements.* Any permanent sign located on a vacant lot, parcel, or easement. Signs may only be established as an accessory use to a principally permitted use and may not be the principal use of a lot, parcel, or easement.

I. *Certain Movable Signs.* Portable, non-motorized wheeled vehicles or motorized, wheeled vehicles containing or carrying signs that are: (1) for the primary purpose of advertising; (2) not permanently affixed (painted directly on the body of the vehicle or applied as a decal); (3) that extend beyond the overall length, width or height of the vehicle; and (4) parked on any public street within City limits.

J. *Abandoned signs.* Any sign that meets the definition of “Abandoned sign” in Section 18.97.300.

K. *Support Signs.* Any sign tacked, painted, burned, cut, pasted, or otherwise affixed to utility poles, fences, poles, trees, rocks, posts, ladders, or similar supports visible from public rights-of-way.

L. *Off-site controlled signs.* Any sign that is programmed or controlled off-site.

M. *Roof mounted signs.* A sign mounted on, and supported by, the main roof portion of a building, or above the uppermost edge of a parapet wall of a building and that is wholly or partially supported by such a building.

N. Except as permitted with a City street-use-permit or otherwise specifically authorized in this chapter, signs may not be placed within, on, or projecting over a City right-of-way or within, on, or over other City property.

Section 18.97.050 Sign illumination.

A. General. No temporary sign may be illuminated. No sign located in a residential zone may be illuminated, except that on parcels two (2) acres in size or greater, signs may be halo illuminated or illuminated as necessary for allowable digital signs. Permanent signs allowed by this Chapter may be non-illuminated, or illuminated by internal light fixtures, halo illuminated, or have external indirect illumination, unless otherwise specified. All illuminated signs shall comply with the time limitations of Subsection 18.97.050(D) below.

B. Externally illuminated signs.

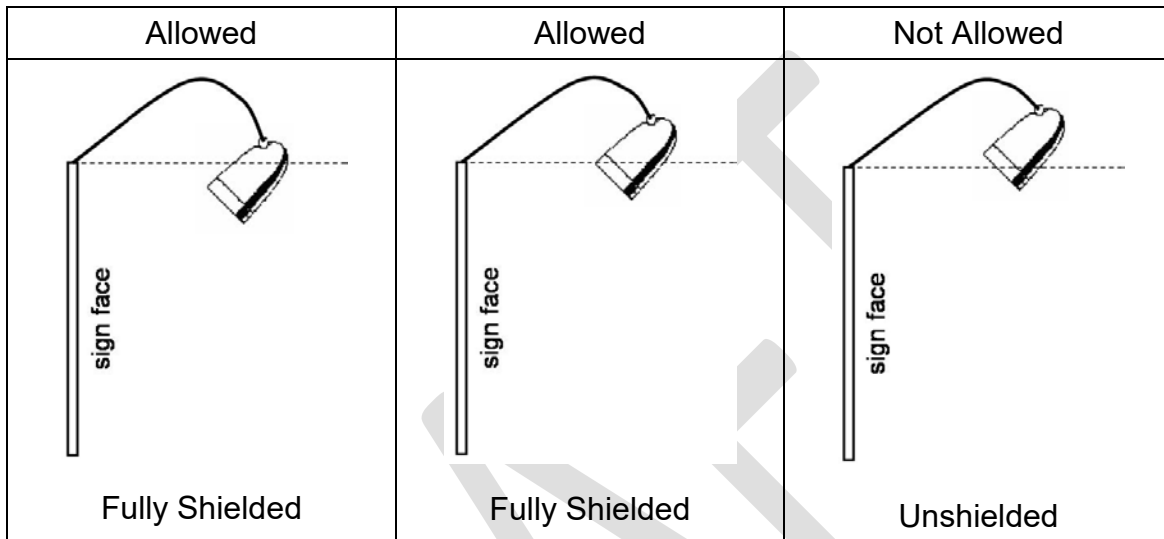
1. Except as provided in this Subsection, externally illuminated signs shall be illuminated only with steady, stationary, fully-shielded light sources directed solely onto the sign without causing glare. Light shielding shall ensure that the lamp or light source is not visible beyond the premises and shall further ensure that the light is contained within the sign face.

2. A light fixture mounted above the sign face may be installed with its bottom opening tilted toward the sign face, provided:

(a) The bottom opening of the light fixture is flat, i.e., it could be covered by a flat board allowing no light to escape; and

(b) The uppermost portion of the fixture's opening is located no higher than the top of the sign face, as shown in Figure 1 below. Light fixtures aimed and installed in this fashion shall be considered fully shielded.

Figure 1



C. Internally illuminated signs.

1. Internally illuminated signs shall be constructed with an opaque sign face background with translucent text, symbols, logo shields, or any combination of these. If the sign owner desires to have the entire sign face visible at night, an external light source may be used to illuminate the sign, subject to the illumination standards in this Chapter.

2. In no case may an internally illuminated sign, a digital sign, or an electronic message center sign exceed a light output of 50 nits in a residential zone or 100 nits in a non-residential zone during nighttime hours.

3. Neon sign lighting is allowed only within the TC, C, MUR, BP, I, and P zoning districts. Neon lighting shall not exceed 100 nits per sign face and may be used as text or copy, but shall not be used as a sign graphic. Neon signs with solid backgrounds are not allowed in windows in order to ensure maximum light and visibility through windows. Examples of a neon signs are shown in Figures 2a and 2b below.

Figure 2a (Allowed)



Figure 3b (Prohibited)



D. Time limitations. All illuminated signs over three (3) square feet in area shall be turned off by 11:00 p.m., or when the business closes, whichever is later. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers.

Section 18.97.060. Sign Materials.

A. Temporary signs. The construction of temporary signs is limited to the materials described in the definition of Temporary Sign in Section 18.97.300 - Definitions. In addition, the temporary sign must also conform to the requirements of this Chapter, including, but not limited to Section 18.97.240 - Temporary signs.

B. Permanent signs. Permanent signs must be manufactured of durable materials that are designed to withstand the natural elements and the effects of water and wind (see, Figures 3 and 4). The following additional requirements apply to any permanent sign larger than thirty (30) square feet, except for window signs located inside glass:

1. Paper-faced signs, including vinyl-coated paper and those applied with adhesives, are not allowed. Canvas or vinyl signs must be made of minimum twenty (20) oz. materials with polymeric plasticizers for durability.

2. Sign faces made of canvas, fabric, vinyl, or similar pliable materials that are attached to permanent sign structures must be mounted behind a perimeter frame or trim cap so that the edges of the sign face are not exposed. Flags made of 100 percent spun polyester are exempt from this requirement.

Figure 4

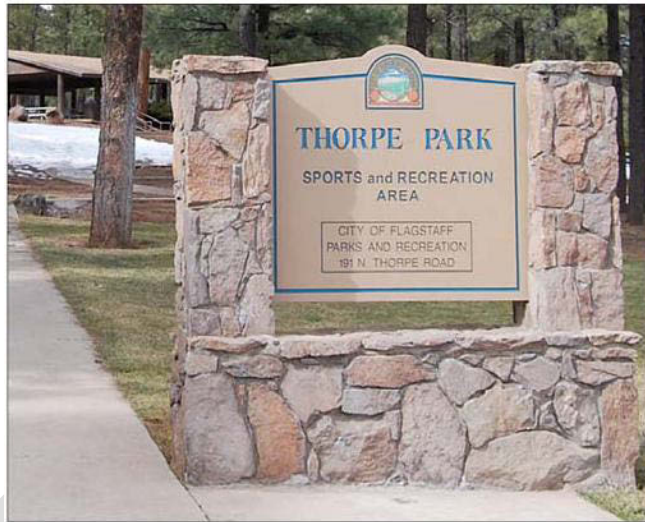


Figure 5



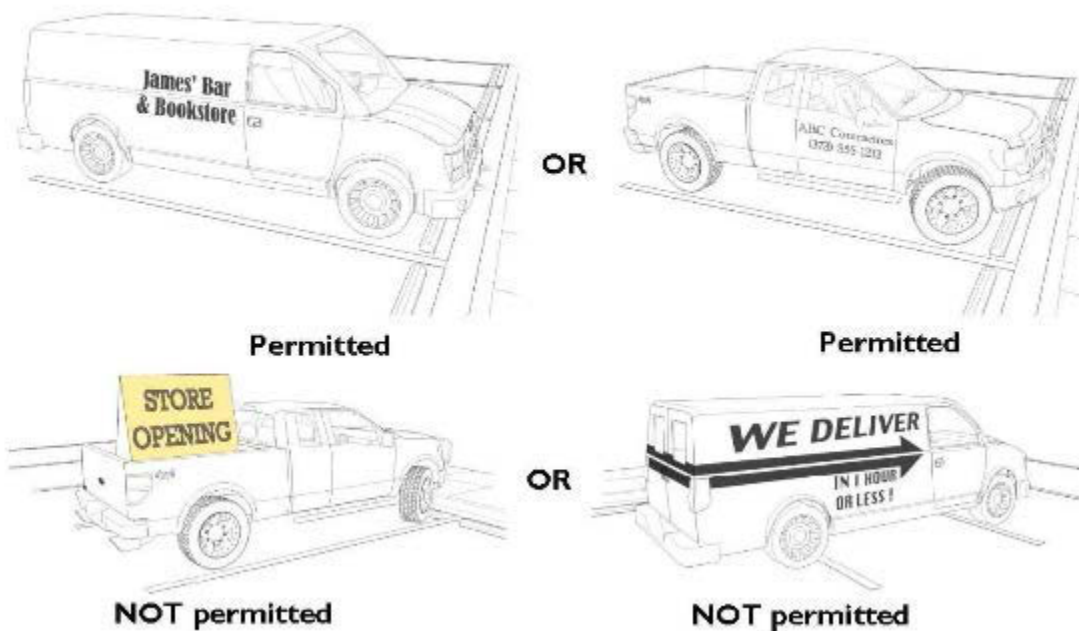
Section 18.97.070. Sign Placement and Location Restrictions.

A. Rights-of-way. No sign may be placed within the Roadway portion of any City Right-of-Way, except as otherwise permitted by first obtaining a Street Use permit or a Special Event permit from the City. No permanent sign may be placed within the Right-of-Way. See Section 18.97.240(F) – Temporary Signs, for restrictions on temporary signs within the Right-of-Way but outside the Roadway.

B. Attached to vehicles on private premises. No sign may be mounted, attached, or painted on a trailer, boat, or motor vehicle that is parked, stored, or displayed conspicuously on private premises in a manner intended to attract the attention of the public, excluding signs that are permanently painted or wrapped on the surface of the vehicle, or adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or signs magnetically attached to motor vehicles or rolling stock that are actively used in the daily conduct of business, (see Figure 5). All vehicles covered by this paragraph shall be operable and parked in a lawful or authorized manner within a required parking stall that is marked and striped for the parking of vehicles.

Figure 6

Signs on Vehicles Used for Business Purposes



C. Attached to other fixtures. No sign may be painted, attached, or mounted on any fuel tanks, storage containers, or solid waste receptacles or their enclosures, except for information that is required by law.

D. Freeway-oriented signs. Freeway-oriented signs are prohibited, except in the following instances:

1. Building mounted wall signs (Section 18.97.160), Window signs (Section 18.97.250) and Temporary signs (Section 18.97.240) as otherwise allowed by this Chapter may face the freeway if:

(a) they are installed by a business that has its primary customer entrance facing the freeway; and

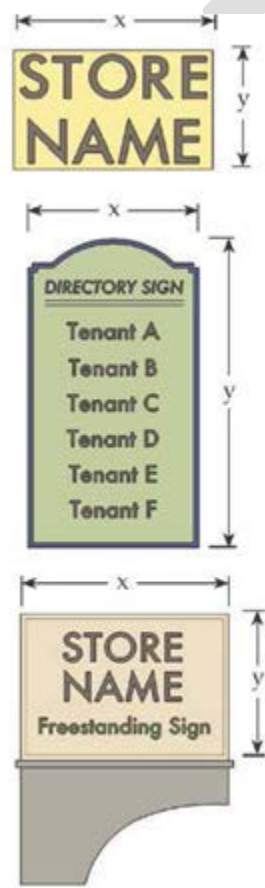
(b) the wall, window or temporary sign also faces an intervening parking lot or frontage road that serves the business.

2. Free-standing signs as otherwise allowed by this Chapter may be permitted for businesses located on and facing frontage roads along freeways, even if such signs are incidentally visible from the freeway.

Section 18.97.080 Sign Area Measurements. Sign area for all sign types is measured as follows:

A. Background panel or surface. Sign copy mounted, affixed, or painted on a background panel or surface distinctively painted, textured, or constructed as a background for the sign copy, is measured as that area contained within the smallest rectangle, parallelogram, triangle, or circle that will enclose the sign copy and the background, as shown in Figure 6.

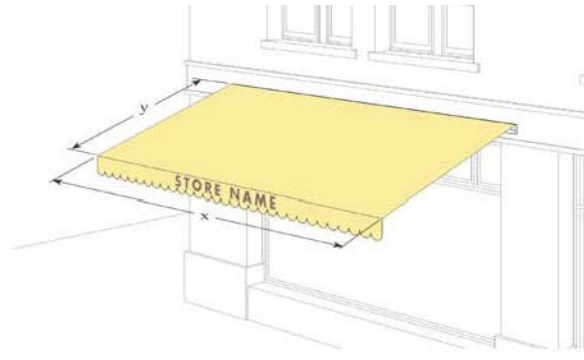
Figure 7



B. Individual letters or graphics. Sign copy mounted as individual letters or graphics against a wall, fascia, mansard, or parapet of a building or surface of another structure, that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy, is measured as the sum of the smallest square, rectangle, parallelogram, triangle, or circle that will enclose every word, sentence, and complete message, and each graphic in the sign.

C. Illuminated surface. Sign copy mounted, affixed or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element, which contains sign copy, as shown in Figure 7. Such elements may include, but are not limited to, illuminated canopy fascia signs, interior illuminated awnings, or both.

Figure 8

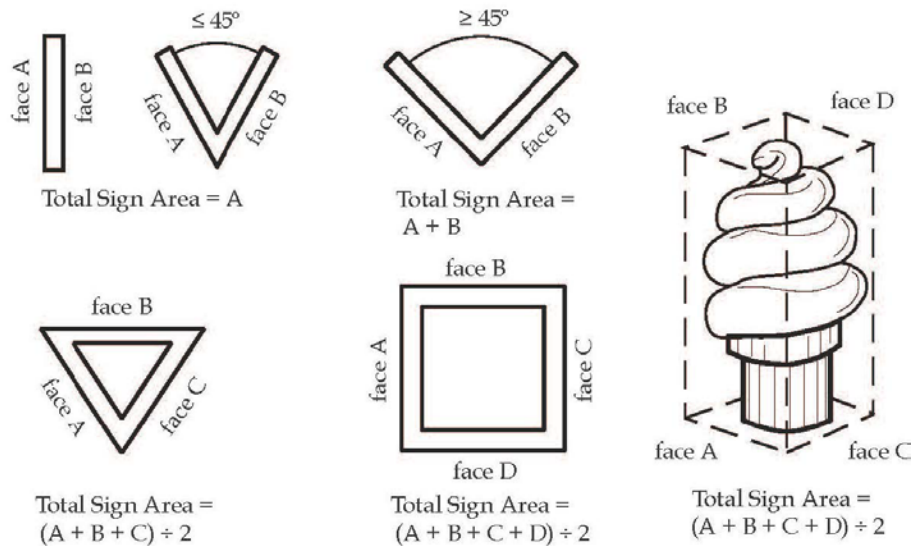


D. Backlit translucent panels. Backlit translucent panels and spandrels, with or without text or graphics, are measured as the area of the height and width of any internally illuminated translucent panel or spandrel, including the side panels if the structure or spandrel is greater than six (6) inches in width.

E. Multi-face signs. Multi-face signs, as shown in Figure 8, are measured as follows:

1. Two face signs: If the interior angle between the two sign faces is forty-five (45) degrees or less, the sign area is of one sign face only. If the angle between the two sign faces is greater than forty-five (45) degrees, the sign area is the sum of the areas of the two sign faces.
2. Three or four face signs: The sign area is fifty (50) percent of the sum of the areas of all sign faces.
3. Spherical, free-form, sculptural or other non-planar sign area is measured as fifty (50) percent of the sum of the areas using only the four (4) vertical sides of the smallest four (4) – sided polyhedron that will encompass the sign structure, as show in Figure 8 below. Signs with greater than four polyhedron faces are prohibited.

Figure 9

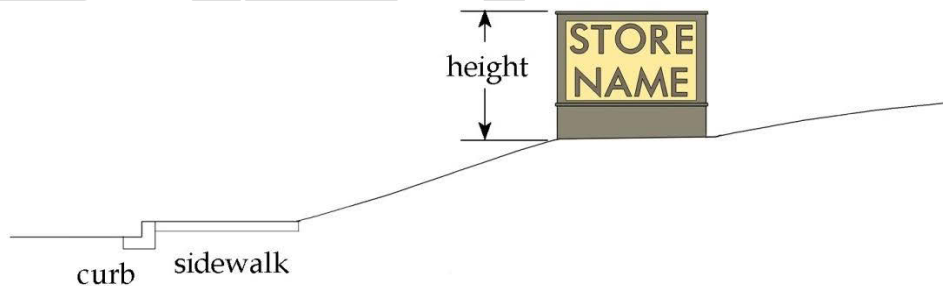


Section 18.97.090 Sign Height measurement. Sign height is measured as follows:

A. Freestanding signs. Sign height is measured as the vertical distance from natural grade at the base of a sign to the top of the sign, including the sign support structure; except that signs within twenty-five (25) feet of an adjacent road may be measured as follows:

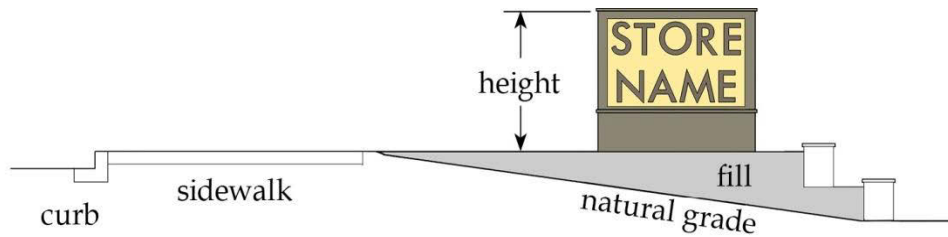
1. If natural grade at the base of a sign is higher than the grade of the adjacent road, sign height shall be measured from the base of the sign as shown in Figure 9.

Figure 10



2. If natural grade at the base of the sign is lower than the grade of an adjacent road, the height of the sign shall be measured from the top of curb or road-grade elevation, provided that fill is placed between the curb and the sign and extends at least five (5) feet beyond the base of the sign in all directions, as shown in Figure 10. Any cut, fill, or grading work must comply with applicable site grading, fill, or excavation requirements contained elsewhere in the EMC.

Figure 11



Section 18.97.100 Sign Structure and Installation.

- A. Support elements. Any angle iron, bracing, guy wires, or similar features used to support a sign shall not be visible.
- B. Electrical service. When electrical service is provided to freestanding signs or landscape wall signs, all such electrical service is required to be underground and concealed. Electrical service to building mounted wall signs, including conduit, housings, and wire, shall be concealed. A building permit (electrical) must be issued prior to the installation of any new signs requiring electrical service.
- C. Raceway cabinets. Raceway cabinets, where used as an element of building mounted wall signs, shall match the building color scheme at the location of the building where the sign is located. Where a raceway cabinet provides a contrast background to sign copy, the colored area is considered part of the sign face and is counted in the aggregate sign area permitted for the site or business. Examples of raceway cabinets are shown in Figure 11.

Figure 12



- D. Limitation on attachments and secondary uses. All permitted sign structures and their associated landscape areas shall be kept free of supplemental attachments or secondary uses including, but not limited to, supplemental signs not part of a permitted sign, light fixture, newspaper distribution racks, or trash container. The use of sign structures and associated landscape areas as bicycle racks or support structures for outdoor signs is prohibited.

Section 18.97.110 Digital Signs. A Digital Sign is not a separately allowed sign type. The purpose of this section is to regulate the manner in which digital sign technology can be applied to sign types that are otherwise allowed in this Chapter. This section is not intended to allow more signs or larger signs than otherwise permitted in this Chapter. No permit shall be issued for a Digital Sign that does not comply with the following standards:

- A. Zoning: Allowed in all zoning districts.
- B. Number: One Digital Sign per one hundred (100) feet of street frontage in the TC, C, MUR, BP, I, and P zoning districts. One Digital Sign per one hundred (100) feet of street frontage in residential zones on parcels two (2) acres or greater in size, not to exceed one (1) sign per parcel.
- C. Setback Location: As allowed under the specific sign type; however, a minimum separation spacing in the TC, C, MUR, BP, I, and P zoning districts of one hundred (100) feet is required in order to comply with B above.
- D. Size and Area: Maximum of thirty (30) square feet, or as otherwise limited by the size limits of this chapter.
- E. Height: As allowed under the specific sign type.
- F. Design: Maximum luminance: Fifty (50) nits during nighttime hours. Motion limits: No motion allowed except for instantaneous change of message. Minimum hold between messages: eight (8) seconds.
- G. Programming: to ensure that digital signs are programmed and continue to operate according to local standards, digital signs shall be designed for local on-site control and programming.

Section 18.97.120 Electronic Message Center Signs (EMCS). An EMCS is not a separately allowed sign type. The purpose of this section is to regulate the manner in which EMCS technology can be applied to sign types that are otherwise allowed in this Chapter. This section is not intended to allow more signs or larger signs than otherwise permitted in this Chapter. No permit shall be issued for an EMCS that does not comply with the following standards:

- A. Zoning: Only allowed in the TC, C, MUR, BP, I, and P zoning districts.
- B. Number: One EMCS per one hundred (100) feet of street frontage, not to exceed one (1) per business or tenant space. Parcel area must meet or exceed one acre and contain at least one hundred (100) feet of contiguous street frontage to allow an EMCS.
- C. Setback Location: As allowed under the specific sign type; however, a minimum separation spacing of one hundred (100) feet is required in order to comply with B above.
- D. Size and Area: Maximum of thirty (30) square feet, or as otherwise limited by the size limits of this chapter.

- E. Height: As allowed under the specific sign type.
- F. Design: Maximum Luminance
1. Daytime: 5000 nits.
 2. Nighttime: 100 nits.
 3. Signs shall include auto-dimming features with light-sensory capabilities to dim the sign to allowable luminance levels during nighttime hours.
- G. Motion limits: No motion except for a fade in of the next message with the fade transition being no more nor less than 1.5 seconds. Fade transition is required rather than instantaneous message changes to avoid sudden or startling flashes of light. The minimum hold between messages shall be ten (10) seconds, plus 1.5 seconds for a transition fade. Signs shall have no flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts.
- H. Programming. To ensure that EMCS's are programmed and continue to operate according to local standards, EMCS's shall be designed for local on-site control and programming. The applicant shall provide a written certificate from the sign manufacturer that the nighttime light intensity has been factory pre-set not to exceed allowable levels under this Section, and that this setting is protected from end-user modification by password-protected software or other method that ensures compliance.

Section 18.97.130 Permanent Signs. Permanent Signs shall comply with the sign area, height, number, type, and other requirements of this Section and any other applicable sections, as well as the following Table 1 in this Section.² Sign permits are required for all permanent signs in accordance with Section 18.97.260 (Sign Permits).

Table 1 – Standards for Permanent Signs by Sign Type.

Type	Zone	Number of Signs	Maximum Height (feet)	Maximum Area (sq. ft.)	Setbacks
Accessory Sign (18.97.140)	Only allowed in the TC, C, MUR, BP, I, and P zoning districts	1 sign at each vehicle ingress or egress, no more than 4 accessory signs per parcel	Building-mounted max of 8 feet; freestanding max of 3 feet from grade	3 sq. ft. per sign face; may be double sided	Flexible, see 18.97.140
Accessory Sign -- Drive	Only allowed in the TC, C,	In addition to other	5.5 ft., including the	45 sq. ft. per drive-	Signs shall be oriented

² This table presents the sign standards in an abbreviated format for the reader's convenience. To the extent that there may be a conflict between this table and the text of the code, the text of the code provision relating to the individual sign type shall prevail.

Through, Large (18.97.140)	MUR, BP, I, and P zoning districts	Accessory Signs, one Large Accessory Sign for each point of entry to a drive-up window	associated sign structure	up point of entry	so that the sign face is not visible from the public right-of-way
Awning or Canopy Sign (18.97.150)	Only allowed in the TC, C, MUR, BP, I, and P zoning districts	1 awning sign for each primary entrance to a tenant space, see Section 18-97.150 for secondary entrances	Awning sign can't be mounted higher than a maximum of 25 ft. above the ground floor	On primary elevation, sign shall not exceed 1 sq. ft. of sign per linear foot of awning or canopy width	Cannot project beyond the edges of the awning on which it is displayed. Cannot project above, below, or beyond the edges of the building wall on which it is located
Building Mounted Wall Signs (18.97.160)	Residential Parcels larger than 2 acres in any zoning district	One per each building façade on an accessory structure, e.g., barn that is parallel to and visible from a street frontage	Shall not project above roof lines or obscure architectural details and may not exceed 70% of the blank wall height.	50 sq. ft. , but cannot exceed 3% of the area of the façade of building where sign is mounted	Mounted on building that must comply with setbacks
Building Mounted Wall Signs (18.97.160)	In the TC, C, MUR, BP, I, and P zoning districts	One per each building façade that is parallel to and visible from a street frontage	Shall not project above roof lines or obscure architectural details and may not exceed 70% of the blank wall height.	Up to 5% of the area of the façade upon which sign is placed, not to exceed 60% of the width of	Mounted on building that must comply with setbacks

				wall plane or tenant space	
Changeable Copy Signs (18.97.170)	In all zoning districts	1 per parcel but 1 additional sign allowed if placed 100 ft. from right-of-way and other restrictions	15 ft. maximum	No more than 20% of the allowed wall sign area or 50% of a free standing sign may be changeable copy; if at least 100 ft. from streets, may be a max of 50% of wall sign area	If building mounted, building must comply with setbacks, if freestanding, sign must comply with setbacks for freestanding signs.
Freestanding Signs (18.97.180)	TC, C, MUR, BP, I, and P zoning districts) ³	See code – one for each site frontage.	See code – depending on street frontage, 6 to 15 feet	See code – depending on street frontage, 20 to 100 sq. ft.	5 ft. from street property line, 25 ft. from any interior side lot line; and 30 feet from any residential zone
Ground-mounted or Landscape Wall Signs (18.97.190)	Allowed in all zones but not allowed on individual single-family lots	One per development	4 feet max. from grade	Between 24 sq. ft. to 32 sq. ft., <i>see</i> 18.97.190.	at least 5 ft. from street property line, 25 ft. from any interior side lot line

³ See Section 19.97.230 for temporary freestanding signs, which are allowed in residential areas.

Portable Signs (18.97.200)	Only allowed in the TC, C, MUR, BP, I, and P zoning districts	1 per business or tenant space	Sandwich board signs, max. of 4 ft. in height; pole-mounted signs, max of 5 ft. in height	Sandwich board signs, 3 ft. in width; pole-mounted, 2 ft. in width	Must be located no further than 10 ft. from primary building of business; prohibited on City right-of-way, sidewalk without Street Use permit
Projecting Signs (18.97.210)	All zoning districts	1 per tenant space or building frontage, allowed in addition to wall signage	No higher than the first story level of the building; no lower than 8 ft. above the grade of sidewalk, walkway or driveway	Non-residential zones: can't exceed 12 sq. ft.; Residential zones: face of sign can't exceed 1.5 sq. ft. in area	Must be attached to building which complies with setbacks, may extend a max. of 4 ft. from building and hung a minimum of 6 inches from building
Service Island Signs (18.97.220)	Only allowed in the TC, C, MUR, BP, I, and P zoning districts	1 sign on canopy fascia per street frontage, not to exceed 20% of area of canopy fascia	See building mounted wall sign requirements	20% of area of canopy fascia to which sign is mounted	Mounted on building that must comply with setbacks
Sign Walker (18.97.230)	Only allowed in the TC, C, MUR, BP, and I zoning districts	No limit	Shall not exceed 8 ft. in height when held in place	8 sq. ft. in area	Minimum of 30 feet from street intersection; prohibited on public property or public right-

					of-way, in driveways, parking stalls, driving lanes, etc.
Window Sign⁴ (18.97.250)	All zoning districts	No more than one permanent window sign per window	No higher than 2 nd story windows for permanent window signs	Shall not exceed 25% of area of window in which sign is displayed	Building in which window sign is displayed must comply with setbacks

Section 18.97.140 Accessory Signs. No permit shall be issued for an accessory sign which does not comply with the following standards:

- A. Zones. Only allowed in the TC, C, MUR, BP, I, and P zoning districts.
- B. Number. A maximum of one (1) sign at each vehicle point of entry or egress, not to exceed four (4) accessory signs per parcel.
- C. Setback Locations. Flexible, provided that the number of signs in Subsection B is not exceeded, and provided that the signs comply with setback standards for Freestanding signs in 18.97.180.
- D. Dimensions. Maximum sign area: three (3) square feet per face; may be double-sided.
- E. Height: Mounting height:
 - 1. Building Mounted Wall sign (Section 18.97.160): Maximum of eight (8) feet; must be flat against a wall of the building.
 - 2. Freestanding sign (Section 18.97.180): Maximum of three (3) feet from grade.
- F. Design. Non-illuminated or internal illumination only. Any accessory sign with electronic display must conform to all digital sign or EMCS standards in Sections 18.97.110 (Digital signs) or 18.97.120 (EMCS).

⁴ Window Signs may be permanent or temporary. This Table includes the regulations for permanent window signs.

Figure 13



G. Drive-Through Large Accessory Signs. In addition to the accessory signs allowed for vehicle points of entry and in addition to freestanding signs otherwise allowed under Section 18.97.170, large accessory signs are allowed for each point of entry to a drive-up window, subject to the following standards:

2. 1. Maximum sign size: thirty (30) square feet. Maximum sign height: Five (5) feet, six (6) inches, including the associated sign structure.
3. Orientation: Large accessory signs must be oriented so that the sign face is not visible from any public rights-of way.
4. Screening: All sides of large accessory signs must be screened from the view of the street or public right-of-way with landscaping or walls of brick, stone, or siding materials that match the principal walls of the building to which the sign applies. If landscaping is used for screening, it must provide full screening at maturity and must be large enough at planting to provide at least seventy (70) percent screening of the sign.
5. Audio. No sound or amplification may be emitted that is audible beyond the site.

Section 18.97.150 Awning or Canopy Signs. No permit shall be issued for an awning or canopy sign which does not comply with the following standards:

- A. Zone. Only allowed in the TC, C, MUR, BP, I, and P zoning districts.

B. Number. One (1) awning or canopy sign is allowed for each primary entrance to a building or tenant space. In addition, one (1) awning or canopy sign may be allowed on a secondary entrance which faces a public street or on-site parking area. The awning or canopy sign may only be placed on the ground-floor level facade of the building. Awning or canopy signs shall be included in the calculations for allowable wall signage per façade.

C. Setback Location.

1. An awning or canopy sign may not be mounted higher than a maximum of twenty-five (25) feet above the ground floor.

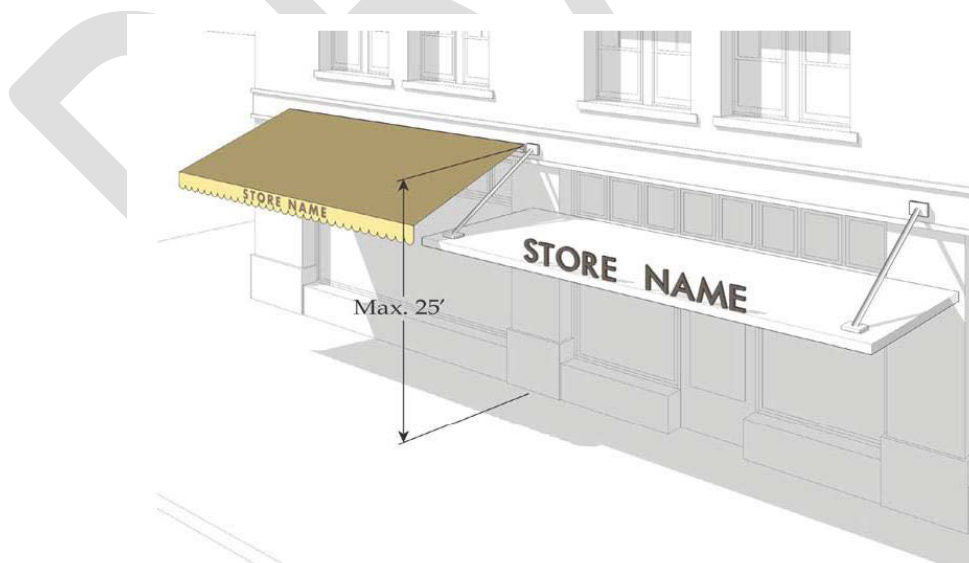
2. An awning or canopy sign shall not project above, below, or beyond the edges of the face of the building wall or architectural element on which it is located.

3. No part of the sign, as a part of, or displayed on the vertical surface of an awning or canopy, shall project beyond the edges of the awning or canopy surface on which it is displayed. If an awning or canopy is placed on multiple store fronts, each business or tenant space is permitted signage no greater than sixty (60) percent of the store width or tenant space.

4. The awning or canopy shall not extend horizontally a distance greater than sixty (60) percent of the width of the awning, canopy, or valance on which it is displayed.

D. Dimensions. The sign area on the primary elevation shall not exceed one (1) square foot of sign area per linear foot of awning or canopy width. A maximum of forty (40) percent of an awning or canopy on which signage is proposed may be of an angle greater than sixty (60) degrees from horizontal.

Figure 14



E. Height. See subsection C (Setback/Location) above.

F. Design. If sign letters or logos are back-lit or internally illuminated, only the face area containing the letters or logos may be illuminated. The sign may also be externally illuminated as allowed by Section 18.97.050.

Section 18.97.160 Building Mounted Wall signs. No permit shall be issued for a building mounted wall sign which does not comply with the following standards:

A. Residential. Wall signs are not allowed on residential parcels smaller than two (2) acres in size in any zoning district, except for address numbers as required by law and building identification signs allowed by EMC Section 18.97.030.

1. Number: One (1) per each accessory building façade that is parallel to and visible from a street frontage.

2. Setback Location: permitted on the building wall of an individual building.

3. Dimensions: Total area shall not exceed one hundred (100) square feet or three (3) percent of the area of the façade upon which the sign is placed, whichever is less. Width: Not to exceed sixty (60) percent of the width of the wall plane upon which the sign is placed.

Figure 15



4. Height. Shall not project above roof lines or obscure architectural details and may not exceed 70 percent of the blank wall height. 5. Design. Non-illuminated only.

B. Non-residential Zones.

1. Number: One (1) per each building façade that is parallel to and visible from a street frontage.
2. Setback Location: Location on Building. Signs may not cover or obscure important architectural details of a building, such as stair railings, windows, doors, decorative louvers or similar elements intended to be decorative features of a building design. Signs must appear to be a secondary feature of the building façade.
3. Dimensions: Area: The total signage area may be up to five (5) percent of the area of the façade upon which the sign is placed. Width: Not to exceed sixty (60) percent of the width of the wall plane upon which the sign is placed or the width of the tenant space.
4. Size of Parcel or Site. No restrictions.
5. Height: Shall not project above roof lines or obscure architectural details and may not exceed 70 percent of the blank wall height.
6. Design:
 - a. Illumination, flush or tight mounted. All individual letter signs shall be installed to appear flush-mounted. If the letters are illuminated and require a raceway, the letters shall be installed tight against the raceway, which shall be painted to match the color of the surface to which the raceway is mounted. Where possible – especially on new construction – the raceway should be recessed to allow letters to be flush with the wall surface.
 - b. Where more than one (1) sign is allowed for a business, all signs shall be consistent in design, style, color, and method of illumination. Where there are multiple businesses or tenants on a site, all signs shall conform to a Master Sign Plan, consistent with Section 18.97.250.

Section 18.97.170 Changeable Copy Sign. No permit shall be issued for a changeable copy sign which does not comply with the following standards:

- A. Zones. Changeable copy signs are allowed in all zoning districts, but only as an integral part of a building mounted wall sign or freestanding sign.
- B. Number. No more than one (1) changeable copy sign shall be allowed for each parcel, except that additional changeable copy signs are permitted as follows:
 1. the additional changeable copy sign(s) must be placed at least one hundred (100) feet from abutting streets or rights-of-way; and
 2. the additional changeable copy sign(s) must not exceed the maximum area, height, and quantity standards otherwise applicable to any free-standing or building mounted wall signs on the parcel.

Figure 16



C. Setback Location: Placement is allowed only as an integral part of a building mounted wall sign or a freestanding sign. Changeable copy signs that are portable are not permitted.

D. Dimensions. No more than twenty (20) percent of the allowed building mounted wall sign area if placed less than one hundred (100) feet from abutting streets and no more than fifty (50) percent of a free standing sign face may be changeable copy; however, these size limitations do not apply to signs required by law. Building mounted wall signs with changeable copy placed at least one hundred (100) feet from abutting streets may be a maximum of fifty (50) percent of permitted wall sign area.

E. Height above grade. Fifteen (15) feet maximum. Building Mounted Wall signs are limited to the maximum height for freestanding signs.

F. Design. Non-illuminated in all zones. Internally or indirectly illuminated in non-residential zones subject to the illumination standards in Section 18.97.050.

Section 18.97.180 Freestanding Signs. No sign permit shall be issued for a freestanding sign that does not comply with the following standards:

A. Zone: Permanent Freestanding Signs are only allowed in the Town Center (TC), Commercial (C), Mixed-Use Residential (MUR), Business Park (BP), Industrial (I), and Public (P) zoning districts.⁵

B. Number.

1. The number and type of freestanding signs for single and multiple tenant uses are derived from the use, zone, location, and length of development site frontage as described in this Section.

2. One individual freestanding sign is allowed per parcel for each street frontage. Multiple shared freestanding signs may be permissible in accordance with the minimum separation distance in subsection (C)(4) below, and subject to a Master Sign Plan. Flag lot sites with frontage on a public street are permitted one (1) sign on the frontage providing primary access to the site and may request or apply for a Master Sign Plan with adjoining properties to erect a shared freestanding sign that complies with the street frontage requirements of the properties joined in the Master Sign Plan.

3. Shopping centers, mixed-use developments, adjoining parcel development, or multi-tenant buildings may request or apply for a Master Sign Plan for the comprehensive review of all signs proposed within the site development.

Figure 17



C. Setback and Location.

1. No freestanding sign shall be permitted on any site that does not have street frontage.

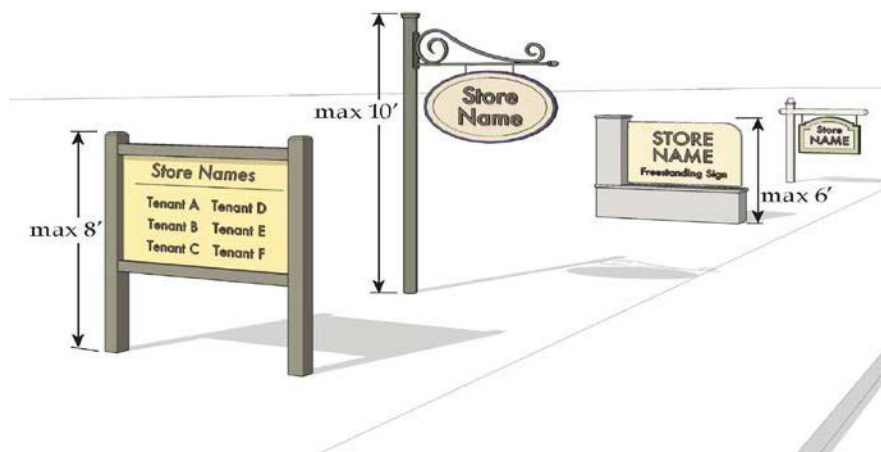
⁵ Temporary freestanding signs are allowed in all zones, *see*, Section 18.97.240.

2. Freestanding signs shall be set back a minimum of five (5) feet from the street side property line, a minimum of twenty-five (25) feet from any interior side lot line and a minimum of thirty (30) feet from any residential district.

3. No freestanding sign shall be located in the triangular area(s) measured fifteen (15) feet by fifteen (15) feet where a driveway enters onto a street, or in any other area which may obstruct the vision of motorists so as to create a safety hazard. Additionally, all signs are subject to the Public Works Standards regarding sight distances.

4. Where more than one (1) freestanding sign is proposed on a site with multiple frontages, a minimum of one hundred and fifty (150) linear feet shall separate each sign.

Figure 18



D. Dimensions.

1. Maximum sign size and height dimensions are determined based on the property's linear distance of total street frontage and are subject to both the setback and location criteria in the preceding section and the following requirements:

Individually Permitted Freestanding Signs

<u>Total Street Frontage</u>	<u>Maximum Size</u>	<u>Maximum Height</u>
0-60 feet	40 square feet	6 feet
61-119 feet	50 square feet	8 feet
120 feet or more	75 square feet	10 feet

Shared Freestanding Signs (approved under a Master Sign Plan)

<u>Total Street Frontage</u>	<u>Maximum Size</u>	<u>Maximum Height</u>
0-60 feet	48 square feet	7.5 feet
61-119 feet	60 square feet	10 feet
120 feet or more	90 square feet	12 feet

2. An individual freestanding sign may be permitted up to a maximum height of twelve (12) feet and a maximum size of one hundred and twenty (120) square feet and a shared freestanding sign may be permitted up to a maximum height of fifteen (15) feet, in accordance with 2(c) below, and a maximum size of one hundred and fifty (150) square feet, provided that all of the following conditions are satisfied:

(a) The sign is ground mounted on a monument-style base made or covered with a brick or stone, which extends at least the full width of the sign face and is at least one-fourth (1/4) of the total sign height. An alternate material may be approved by the Director if he or she finds that the material better reflects the materials and architecture of the closest or principle building on the site;

(b) The sign cabinet and the associate trim caps that secure and frame the sign face are dark bronze, black, or an earth tone color that reflects the color of the sign base or the color of the siding or trim of the building to which the sign applies;

(c) The sign is no taller than seventy-five (75) percent of the height of the tallest building on the property or within the Master Sign Plan area, as measured to the midpoint between the fascia line and the ridge on a pitched roof building, or the top of the highest cornice or parapet on a flat roof building; and

(d) The sign maintains a setback separation distance of two hundred (200) feet from any other freestanding sign on the same property or subject to the same Master Sign Plan.

E. Design. The following designs standards apply to freestanding signs.

1. The sign face may be either non-illuminated or externally illuminated. An internally illuminated sign is allowed if the background of the sign is totally opaque and only the graphics, text, or both are illuminated.

2. The permanent sign base shall have a minimum aggregate width of forty (40) percent of the width of the sign cabinet or face.

Section 18.97.190. Ground-Mounted or Landscape Wall Sign. No permit shall be issued for a Ground-Mounted or Landscape Wall Sign which does not comply with the following standards:



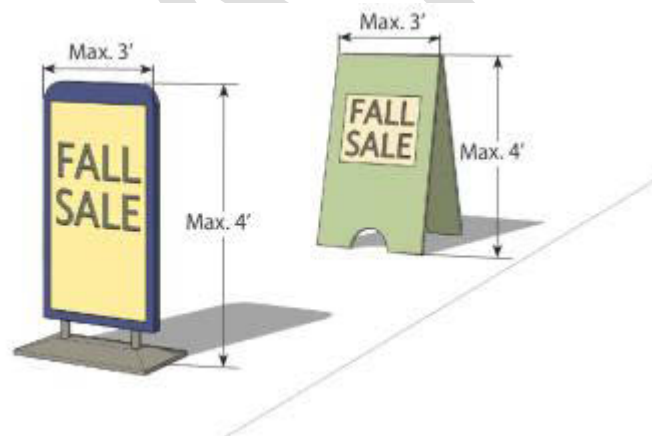
- A. Zones. Allowed in all zones but not allowed on individual single-family lots in the single-family zone.
- B. Number. Multiple signs are permitted to a maximum of 24 sq. ft. and sign(s) shall not cover more than forty (40) percent of the landscape wall's background area.
- C. Setback. Perimeter/screen walls shall be located at least five (5) feet from either the sidewalk or public right-of-way.
- D. Dimensions:
 - 1. Single-family Subdivisions or multi-family developments: one (1) sign up to a maximum of twenty-four (24) square feet in area.
 - 2. Nonresidential use in TC, C, MUR, BP, I, and P zoning districts: one (1) sign up to a maximum of twenty-four (24) square feet in area.
 - 3. Civic uses in all zoning districts: one (1) sign up to a maximum of thirty-two (32) square feet.
- E. Height. Maximum of five (5) feet above grade. The sign copy shall be a minimum of six (6) inches below the top of the wall and twelve (12) inches above ground level. Signs shall not project above or beyond the top or sides of the landscape wall.
- F. Design. Illumination is permitted.

Section 18.97.200. Portable Signs. No permit shall be issued for a portable sign, sandwich board sign, or pole mounted sign that does not comply with the following standards:

- A. Zone: Allowed only in the TC, C, MUR, BP, I, and P zoning districts, except that temporary portable signs are allowed in residential zones, subject to the provisions of Section 18.97.240 (Temporary signs).

- B. Number: Not more than one (1) portable sign may be displayed per business or per tenant space.
- C. Location: Must be located no farther than ten (10) feet from the primary building of the business, or, if there is only one business or tenant space on the site, it may be located not farther than ten (10) feet from the site's driveway entrance. No portable sign may be located within, over, or on the City right-of-way or any public sidewalk without a Street Use permit issued by the City.
- D. Dimensions: Size and Height. Sandwich board signs: A maximum of four (4) feet in height as measured in the flat standing position and not the open standing position, and a maximum of three (3) feet in width. Pole-mounted signs: A maximum of five (5) feet in height, and a maximum of two (2) feet in width.
- E. Design and Materials: Must be constructed with durable materials that are designed to withstand the natural elements and the effects of water and wind, otherwise they will be regulated as temporary signs under Section 18.97.240. Portable signs must be designed to withstand typical prevailing winds and must include a heavy weighted base for pole-mounted signs, and a heavy weight suspended between the opposing faces of a sandwich board sign.

Figure 19



- F. Display Hours: Portable signs and temporary portable signs may only be displayed during business operating hours.
- G. Type: Portable signs may not be changeable copy signs or illuminated in any manner.

Section 18.97.210 Projecting signs. No permit shall be issued for any projecting sign that does not comply with the following standards.

- A. Zone. Allowed in all zoning districts.
- B. Number. One (1) projecting sign may be allowed per tenant space or building frontage. Projecting signs are permitted in addition to allowable wall signage.

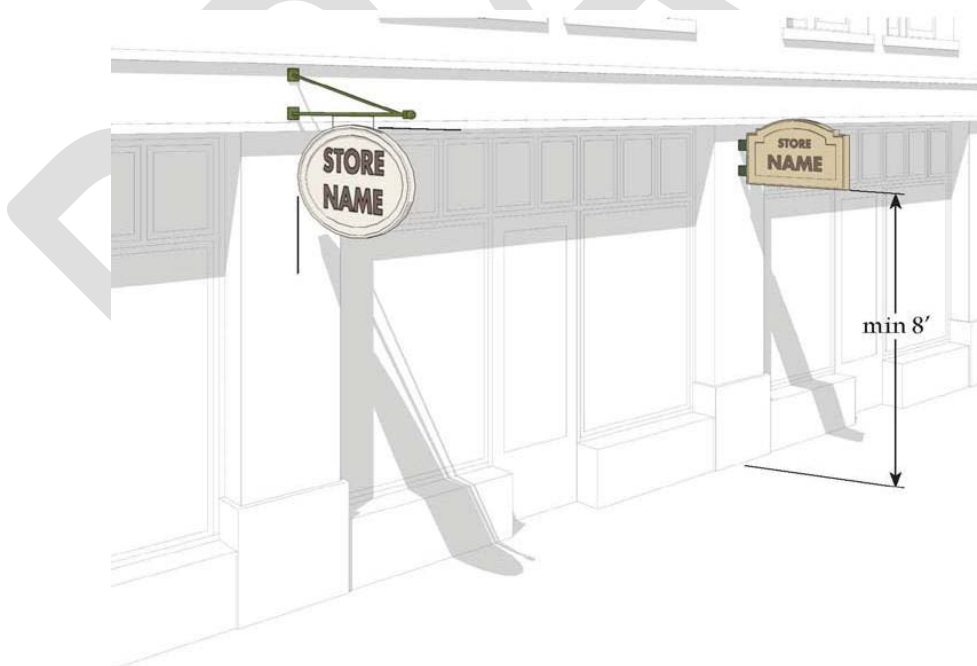
C. Location.

1. No part of any projecting sign shall be located closer than eight (8) feet above the grade of the sidewalk, walkway, or driveway directly below and within three (3) feet of the sign.
2. Projecting signs may extend a maximum of four (4) feet from the building and shall be separated a minimum of six (6) inches away from the building.
3. No projecting sign shall be located within twenty-five (25) feet of another projecting sign on the same site or on the same building.
4. No projecting sign shall be located higher than the first story level of the building.
5. No projecting sign shall extend into the right-of-way, including the sidewalk, without an approved Street Use permit issued by the City.

D. Dimensions:

1. Non-residential zones: The face of a projecting sign shall not exceed twelve (12) square feet in area.
2. Residential zones: The face of a projecting sign shall not exceed one and one-half (1.5) square feet in area.

Figure 20



- E. Height: No higher than the first story level of the building, and a maximum of twenty-five (25) feet above grade.

F. Design.

1. Non-residential zones: May be illuminated, internally or indirectly. In residential zones, projecting signs may not be illuminated.
2. Projecting signs shall be perpendicular to the building wall to which it is affixed.
3. Projecting signs shall not exceed four (4) inches in thickness.
4. Projecting signs shall be supported by or suspended from solid rods or otherwise tethered or reinforced to avoid movement in wind.

Section 18.97.220 Service Island Signs. No permit shall be issued for a service island sign that does not comply with the following standards:

A. Zone: Allowed only in the TC, C, MUR, BP, I, and P zoning districts.

B. Number and Size.

1. Island canopies. One (1) sign on the canopy fascia per street frontage, not to exceed twenty (20) percent of the area of canopy fascia to which the sign is mounted.
2. Spandrel signs and canopy support signs. Spandrel signs shall not exceed twenty (20) percent of the spandrel area, and both spandrel signs and signs attached to canopy support columns shall be deducted from allowable wall signage on the associated principle building on the site.

C. Setback Location: Mounted on building that must comply with setbacks.

D. Height: Shall not project above roof lines or obscure architectural details and may not exceed seventy (70) percent of the blank wall height.

E. Design. Spandrel signs may be internally illuminated, subject to the illumination standards of 18.97.090. Signs attached to canopy support columns shall not be illuminated.

Section 18.97.230 Sign Walkers. Sign walkers are allowed, subject to the following standards:

A. Permit. A permit is not required for a sign walker, but the sign walker shall comply with all applicable requirements of this Chapter.

B. Zone. Only allowed in the TC, C, MUR, BP, and I zoning districts.

C. Number. No limit.

D. Location. Sign walkers are restricted to a minimum of thirty (30) feet from a street or driveway intersection, measured from the back of the curb or edge of pavement if no curb exists, and shall not be located in any of the following places:

1. On any public property or within public right-of-way, although sign walkers are allowed on public sidewalks;
2. In parking aisles or stalls;
3. In driving lanes;
4. On fences, walls, boulders, planters, other signs, vehicles, utility facilities or other structures; or
5. In a manner which results in a sign walker or the sign walker's sign physically interfering with motorists; pedestrians, or bicyclists.

E. Dimensions. The sign walker's sign shall not exceed eight (8) square feet in area, and shall not exceed eight (8) feet in height when held in place.

F. Design. The sign walker's sign cannot be illuminated. Sign walkers shall be limited to daylight hours only. A sign walker's sign may not include any element of a prohibited sign as described in Section 18.97.040.

Section 18.97.240 Temporary Signs.

A. No Permit required -- Materials. No sign permit is required for temporary signs that comply with the standards in this Section. Temporary signs are primarily distinguished by the materials which make up the sign (*see*, definition of "temporary sign" in Section 18.97.290 and Section 18.97.060 (sign materials). Temporary signs shall comply with the requirements of this chapter.

B. Removal. Temporary signs shall be removed if the sign is in need of repair, is worn, dilapidated, or creates a public nuisance.

C. City property (excluding City right-of-way). See Section 18.97.020(C). Temporary signs on City-owned property (excluding City right-of-way) are allowed only in conjunction with a City approved and issued Special Event permit.

D. Residential zones. Temporary signs may be placed on property residentially zoned in accordance with the requirements of this Chapter and the following:

1. Building/Surface/Wall Mounted Signs: Not allowed on properties under two (2) acres in size. For larger parcels, see 18.97.240(F)
2. Changeable Copy Signs: See applicable sign type.
3. Freestanding signs (includes post-mounted, stake-mounted, and portable signs).

(a) Single-family properties: Temporary free-standing signs shall not exceed four (4) square feet in size and five (5) feet in height if the sign is mounted on the ground. Temporary free-standing signs shall not exceed three (3) feet in height if the sign is stake-mounted or portable.

(b) Multi-family properties: Temporary free-standing signs shall not exceed six (6) square feet in size and five (5) feet in height if the sign is post mounted on the ground. Temporary free-standing signs shall not exceed three (3) feet in height if the sign is stake-mounted or portable.

4. Window signs. Limited to no more than one temporary window sign per residential unit, not to exceed four (4) square feet.

E. Non-residential or mixed-use properties. Temporary signs are allowed on properties within the TC, C, MUR, BP, and P zoning districts in accordance with the requirements of this Chapter and the following:

1. Building/Surface/Wall-mounted signs:

(a) Size. Limited to forty (40) square feet total per building site, not to exceed twenty (20) square feet per individual sign.

(b) Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing the abutting street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

2. Freestanding signs (including post-mounted, stake-mounted, and portable signs): Size and Height. Limited to four (4) square feet in area; and sign cannot exceed five (5) feet in height if the temporary sign is post-mounted in the ground and cannot exceed three (3) feet in height if the temporary sign is stake-mounted or portable. No more than two (2) on-site freestanding temporary signs may be displayed per site.

3. Window signs. Limited to one temporary sign per window not to exceed fifty (50) percent of the individual window area, and not to exceed twenty (20) percent of the total ground floor window area on any given facade, subject to the window sign requirements of Section 18.97.230.

F. Temporary signs on large properties within any zoning district. The following temporary signs may be placed on any site at least two (2) acres in size, in accordance with the requirements of this Section and the following:

1. Type. Any type.

2. Size and Height. Not to exceed sixty-four (64) square feet and up to eight (8) feet above ground level.

3. Exclusivity. The sign allowed under this subsection is in lieu of and shall not be displayed with or be in addition to other temporary signs allowed by this Section.

G. City Right-of-Way outside of the Roadway. Temporary signs are prohibited in the Roadway. Temporary signs on City Right-of-Way (placed outside of the Roadway), must comply with the following requirements:

1. Location. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the roadway pavement. Signs may not be placed on sidewalks, driveways, or other paved areas designed for pedestrian or vehicular use, or as conditioned in a Street Use permit. Approval of the abutting owner is recommended.

2. Type. Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a Street Use permit.

3. Size and height. Limited to four (4) square feet, and three (3) feet in height.

4. Dilapidated or Nuisance signs. Any temporary sign in the right-of-way that is dilapidated or a nuisance, shall be removed by the person responsible for placement of the sign.

5. Other signs. The City may allow other signs in City right-of-way with a Street Use permit.

6. Attachments. Signs in the right-of-way may not include attachments such as balloons, streamers, or other attention-getting devices.

Section 18.97.250 Window Signs. No permit shall be issued for a permanent window sign that does not comply with the following standards:

A. Zone. Allowed in all zoning districts.

B. Number: No more than one permanent window sign may be placed in a single window.

Figure 21



C. Setback Location. No higher than second (2nd) story windows for permanent window signs. For the requirements applicable to temporary window signs, see Section 18.97.220.

D. Window Coverage. Window signs, whether temporary or permanent, shall not exceed twenty-five (25) percent of the area of the window on which they are displayed.

E. Height: No higher than the first story level of a building, maximum height twenty-five (25) feet from grade.

F. Design. Permanent window signs are limited to individual painted or vinyl cut-out letters and graphics, or neon signs constructed with or without a solid or opaque background. Permanent signs with solid backgrounds are not permitted in windows in order to ensure maximum light and visibility through windows. Temporary window signs are exempt from the restrictions in this Subsection E.

18.97.260 Sign Permits.

A. What is a Sign Permit? A sign permit is the approval granted by the City for any person to erect, alter, expand, or relocate a sign. For some signs, a building permit may also be required.

B. Is a Sign Permit Required? A sign permit is not required for any sign that is erected, altered, expanded, or relocated in accordance with the criteria listed in Section 18.97.030 (Exemptions). Even if a permit is not required, the sign must conform to this Sign Code.

C. Who Approves the Application? Sign Permits are approved by the Community Development Director or designee. If a building permit is required for the sign, the Building Official approves the building permit. If a Street Use permit is required, the Public Works Director approves the permit.

D. Who May Submit an Application? The owner or tenant of the property where the sign will be located, or the owner's agent on their behalf and with their written consent.

E. How Do I Submit an Application? A complete sign permit application must be submitted to the City and the application must include all of the following:

1. *Application form.* A completed Sign Permit application, including the applicant's name, address, phone number, and e-mail address. If the applicant is not the property owner, then the property owner must be identified, and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign permit application and for the installation or posting of the sign on the property owner's land.

2. *Other permit applications.* If required by the Building Code, a completed building permit application. In some instances, a Street Use permit application or a Special Event permit application may be required.

3. *Building elevation/site plan.* Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the locations and size of existing signs on the building, the location and size of new signs proposed on the building, the dimensions of the wall plane upon which the signs will be placed, and drawings or photographs which show the scale of the sign in relation to surrounding doors, windows and other architectural features. Free-standing signs require a site plan indicating the proposed sign location as it relates to property lines, surrounding landscaping, adjacent streets, driveways and adjacent buildings.

4. *Detailed description of sign.* A scaled colored rendering or drawing of the sign and its associated structure, including dimensions of all sign faces, and descriptions of materials to be used on the sign and associated trim caps, fixtures and support structure, description of the sign face illumination and methods used to ensure that only text, graphics and logo shields are internally illuminated.

5. *Scaled installation drawing.* A scaled drawing that includes the sign description, proposed materials, size, weight, manner of construction and method of attachment, including all hardware necessary for proper sign installation, and if applicable, foundation design.

6. *Lighting.* A drawing indicating the location and fixture type of all exterior lighting for the proposed signs. The drawing shall specify wattage and lamp type to ensure compatibility with the illumination standards in Section 18.97.050.

7. *Master Sign Plan.* If the sign is subject to a Master Sign Plan as described in Section 18.97.270, a Master Sign Plan must be included as part of a complete sign permit, unless a Master Sign Plan for the site or building has already been approved, is current and is on file with the City.

8. *Fees.* Payment of the appropriate sign permit fee (and all other fees, such as building permit and/or electrical permit fees) must be paid.

F. How is Notice Provided? There is no notice to the public that a sign permit application has been submitted.

G. How is an Application Reviewed? A sign permit application follows the Process I procedure in EMC 18.40.070 and 18.40.080. The application is categorically exempt from SEPA, and pursuant to RCW 36.70B.140(2), is exempt from the other permit processing requirements in RCW 36.70B.060 and RCW 36.70B.110, including, but not limited to, the notice of application, determination of completeness and issuance of a final decision within the time permit set forth in RCW 36.70.080.

H. What Approval Criteria are Used?

1. A sign permit application shall not be approved unless the Director makes written findings and conclusions that the criteria applicable to each sign type, as well as the Sign Standards in this Chapter, are satisfied.

2. Building permit applications associated with sign shall be reviewed by the Building Official for consistency with the Building Code.

3. If the sign uses electrical wiring and connections, a licensed electrician must submit a copy of the electrical permit application to the City, with the original submitted for approval to the State of Washington. If the sign requires a Street Use or Special Event Permit, the application shall be submitted with the sign permit application for review by the Public Works Director.

I. What if an Application is Denied? The applicant may file an administrative appeal as provided in EMC Section 18.40.080(D).

J. What Happens After Approval? Once the sign permit issues, the sign must be installed within 180 days or the sign permit will expire. Building permits and Street Use Permits shall expire in accordance with other applicable code provisions. No sign may be erected, altered or relocated if the sign permit has expired, even if the associated building permit or Street Use Permit has not expired.

18.97.270 Master Sign Plans.

A. What is a Master Sign Plan? A Master Sign Plan is a plan that includes, in a coordinated fashion, all of the signs needed for spaces in a proposed mixed-use or nonresidential,

multi-tenant building(s) or site development or for coordination of adjoining parcels seeking to combine their total street frontage subject to the sizing requirements in Subsection 18.97.180.D. In addition, a Master Sign Plan may be voluntarily developed by the owner or agent of any new or existing non-residential use.

B. Who Approves the Application? The Community Development Director or designee.

C. Who May Submit an Application? The owner of the buildings or site development.

D. How Do I Submit an Application? A complete application for a Master Sign Plan must be submitted, which includes all of the following information:

1. A complete Master Sign Plan application, including the applicant's name, address, phone number and e-mail address. If the applicant is not the property owner(s), then the property owner(s) must be identified and the application must include an affidavit from the property owner(s), verifying that the property owner(s) has given permission for the applicant to submit the Master Sign Plan application. No Master Sign Plan application may be submitted without written consent from all affected property owners, and no sign may be placed upon real property without the consent of the real property owner(s).

2. A site plan drawn to legible scale, indicating the location of all buildings, driveways and pavement areas, landscape areas, abutting streets, and proposed freestanding signs on the site;

3. Elevation drawings of each building on a site that indicates proposed sign locations on each of the buildings;

4. Maximum allowable signage on each elevation based upon a five (5) percent calculation of all facades;

5. The Master Sign Plan application shall identify the sign features and sign types proposed to be used on each building and the proposed location. In addition, the applicant shall include a statement describing the manner in which the building or site owner wishes to allocate allowable signage among tenants and where specific tenant signage shall be located;

6. A narrative description of the development to demonstrate that the Master Sign Plan meets the required design standards of this Chapter;

7. Fees: Payment of all of the appropriate fees for a Master Sign Plan;

E. How is Notice Provided? There is no notice provided to the public that a Master Sign Plan application has been submitted.

F. How is an Application Reviewed? A Master Sign Plan application follows the Process I procedure in EMC 18.40.070 and 18.40.080. The application is categorically exempt

from SEPA, and pursuant to RCW 36.70B.140(2), is exempt from the other permit processing requirements in RCW 36.70B.060 and RCW 36.70B.110, including, but not limited to, the notice of application, determination of completeness and issuance of a final decision within the time permit set forth in RCW 36.70.080.

G. What Approval Criteria are Used? All signs in the Master Sign Plan must meet the criteria for approval of a sign permit in Section 18.97.270. In addition, all of the signs in the Master Sign Plan:

1. Shall be architecturally similar and visually related to each other through the incorporation of common design elements. Up to two (2) sign types may be used on any one (1) building. All sign cabinets, trim caps, and all sign supports, such as poles and braces, shall be of a common color;

2. Shall be architecturally integrated with the buildings included in the Master Sign Plan; and

3. Must not obscure the view of other signs which are consistent with this Chapter.

H. What Happens if a Master Sign Plan is Denied? The applicant may file an administrative appeal as provided in EMC Section 18.40.080(D).

I. What Happens After Approval? Once the Master Sign Plan issues, the signs depicted in the approved Plan must be installed within 180 days or the Master Sign Plan will expire. Building permits and Street Use Permits for any signs shown in the Master Sign Plan shall expire in accordance with other applicable code provisions. No sign may be erected, altered or relocated if the Master Sign Plan has expired, even if the associated sign permit, building permit or Street Use Permit has not expired.

J. Can the Master Site Plan be Amended? An application for an amendment to an approved Master Site Plan can be submitted at any time, subject to the same requirements and procedures that apply to the original Master Site Plan application. Tenants whose signs are included in the amendment application need the property owner's consent to file such application. In order to approve any such amendment, the Director shall consider the existing signs on the building(s) subject to the approved Master Sign Plan when determining whether the application meets the criteria for approval in Subsection G of this Section.

18.97.280 Sign Variances.

A. What is a Sign Variance? A variance application is submitted concurrent with a sign permit application when the property owner/tenant seeks to deviate from the strict application of the regulations in this Chapter which apply to: (1) sign placement on a parcel or building frontage; (2) sign area; or (3) sign height (as limited in this Chapter).

A variance may not be granted to allow any prohibited signs or prohibited sign features, as described in Section 18.97.040, or for any other purpose that is not specifically listed in this

subsection (A)(1) through (3). The variance procedure in this Section does not apply to the processing of any Street Use permit or Building permit.

First Amendment Exception. Where an applicant can demonstrate that the strict application of the regulations in this Chapter would violate his/her First Amendment rights, the City may grant a First Amendment exception that does not conform to all of the variance criteria in Section 18.97.280(G) below. However, the applicant shall submit an application which provides his/her response to each of the variance criteria in Section 18.97.280(G). In order to process a First Amendment exception, the City shall follow all other requirements of this Section. In order to approve a First Amendment exception, the City must make written findings, and may only grant such exception to the extent reasonably necessary to protect the applicant's First Amendment rights. If a First Amendment exception is granted, it shall be processed as an approval of a variance for purposes of this Chapter.

B. Who Approves the Application? After a public hearing on the consolidated applications of the sign permit and sign variance, the hearing examiner approves the applications.

C. Who May Submit an Application? The owner of the buildings, the owner of the property or site development.

D. How Do I Submit an Application? A complete application for a sign variance shall consist of the following:

1. Application form. A completed sign variance application, including the applicant's name, address, phone number and e-mail address. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign variance application and for the installation/posting of the sign on the property owner's property.

2. Sign Permit Application (all of the materials required by Section 18.97.260(D), Sign Permits).

3. A narrative report which describes the requested variance in detail. The report shall identify all of the sections of this Chapter from which the applicant is requesting the variance, as well as the nature and extent of the variance (in size, area, location on the property, height).

4. The narrative report shall also include the applicant's description of the manner in which the sign variance satisfies all of the variance criteria in subsection G below.

5. Payment of the appropriate sign variance fee.

E. How is Notice Provided? The public is given notice of a sign variance application and the associated sign permit application through issuance of a Notice of Application, as described in EMC Section 18.40.180.

F. How is an Application Reviewed? The sign variance application is consolidated for processing with the associated sign permit application, as Type III (hearing examiner review) in EMC Section 18.40.100. The City determines whether the applications are complete (EMC Section 18.40.150), the Notice of Application issues (EMC Section 18.40.180), a Notice of Public Hearing issues (EMC Section 18.40.190) and a public hearing is held by the hearing examiner (EMC Section 18.40.190(E)). The hearing examiner issues a decision (EMC Section 18.40.190(Q) and (R)).

G. What Approval Criteria are Used? Sign variance applications shall be reviewed by the Hearing Examiner to determine whether all of the following criteria are satisfied. In order to approve any sign variance, the Director must make written findings to show that all of the following criteria have been met:

1. The request for a sign variance is due to unusual conditions pertaining to sign visibility needs for a specific building or lot; and
2. The sign will not create a hazard; and
3. The sign will not violate any state statute or any City Code provision (other than the ones identified in EMC 18.97.280(A)(1) through (3); and
4. The sign will not negatively affect adjacent property; and
5. The sign will be in keeping with the general character of the surrounding area and the granting of the variance would not result in an alteration of the essential character of the surrounding area; and
6. The proposed variance is consistent with the purposes and intent of the Zoning/Development Code and the purposes of this Chapter; and
7. The variance is consistent with the City's Comprehensive Plan; and
8. The applicant has established that there are practical difficulties in complying with the provision(s) of this Chapter identified in EMC Section 18.97.280(A)(1) through (3) and that the proposed sign is a reasonable use of the property, (economic considerations alone do not constitute practical difficulties); and
9. The plight of the applicant is due to circumstances unique to the property, which were not created by the applicant or landowner; and

10. The variance will not permit any sign or use that is not allowed in the zoning district where the affected land is located, nor will it allow any sign or sign feature prohibited under Section 18.97.040.

H. What if an Application is Denied? The applicant may file an administrative appeal as provided in EMC Section 18.40.190(T), (X).

I. What Happens After Approval? Once the variance and sign permit issue, the sign must be installed within 180 days or the variance and sign permit will expire. Building permits and Street Use Permits shall expire in accordance with other applicable code provisions. No sign may be erected, altered or relocated if the sign permit has expired, even if the associated building permit or Street Use Permit has expired.

18.97.290 Nonconforming Signs, Maintenance, Removal and Enforcement.

A. Nonconforming Signs. Any lawful nonconforming sign may be continued, as long as it is maintained only in the manner and to the extent that it existed at the time it became nonconforming. Illegal signs shall not be considered nonconforming signs.

B. Maintenance. It is unlawful for any owner of record, lessor, lessee, manager or other person having lawful possession or control over a building, structure or parcel of land to fail to maintain any signs on the building, structure or parcel in compliance with this Chapter and the Zoning Code. Failure to maintain a sign constitutes a violation of this Chapter, and shall subject the violator to enforcement under the provisions of chapter 18.85 EMC (Zoning Code Enforcement).

1. Sign Maintenance. All signs, whether or not in existence prior to the adoption of this Chapter, shall be maintained. Maintenance of a sign shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the sign permit issued for its installation and the provisions of this Chapter.

2. Landscape Maintenance. Required landscaped areas associated with an approved sign shall receive regular repair and maintenance. Plant materials that do not survive after installation in required landscape areas are required to be replaced within six (6) months of the plant's demise or within the next planting season, whichever event first occurs.

C. Removal. Any vacant and/or unused sign support structures, angle irons, sign poles or other remnants of old signs which are currently not in use, or are not proposed for immediate reuse by a sign permit application for a permitted sign, shall be removed. In addition to the remedies in the (Zoning Code chapter on Enforcement), the Director shall have the authority to require the repair, maintenance or removal of any sign or sign structure which has become dilapidated or represents a hazard to the safety, health or welfare of the public, at the cost of the sign and/or property owner.

D. Enforcement. Violations of the provisions of this Chapter shall be enforced according to (Zoning Code Enforcement chapter) 18.85 EMC.

Section 18.97.300 Definitions. The words and phrases used in this Section shall be construed as defined in this Chapter, unless the context clearly appears otherwise. Unless specifically defined in this Section, the definitions set forth in other provisions of this Code shall likewise apply to this Chapter.

“A”

“Abandoned sign” means a sign, the face of which has been removed or is broken and is not refaced within 180 days thereafter. Abandoned signs shall also include signs with rusted, faded, peeled, cracked or otherwise deteriorated materials or finishes that have not been repaired within 90 days after the City provides notice of the sign’s deteriorated condition under the City’s enforcement chapter (18.85 EMC).

“Accessory sign” means a permanent, free standing or building mounted sign of limited height and size that provides supplemental opportunity for free standing or building mounted signage on a site, at points of egress or entry.

“Aerial sign” means a free floating balloon, kite or similar object not directly secured to property within the City.

“A-frame sign” *see also*, portable sign or sandwich board sign, means signs capable of standing without support or attachment.

“Alter” means to change the copy, color, size, shape, illumination, position, location, construction or supporting structure of a sign, not including ordinary maintenance.

“Area of a sign” means the smallest square, rectangle, parallelogram or circle that will enclose the extreme limits of writing, representation, logo, or any figure of similar character, together with any frame, background area, structural trim, or other materials or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed. The supports or uprights on which any such sign is supported shall not be included in determining the sign area. The area of signs with two (2) faces shall be considered to be the area of the largest face. The area of signs with three (3) or more faces shall be considered to be the area of the largest face or one-half (1/2) the area of all of the faces, whichever is less.

“Awning or Canopy sign” means a sign affixed to or imprinted on an attached shelter composed on non-rigid materials such as an awning, or a permanent architectural projection, such as an awning or canopy, composed of non-rigid materials on a supporting framework, affixed to the exterior wall of a building, extending over a door, entrance, window or outdoor service area.

“B”

“Business activity” means an enterprise offering goods, services, or other consideration to the public, in legal occupancy of a site or of a specific portion of a site and under separate and distinct management from any other enterprise located on the same site.

“Business frontage” means the horizontal dimensions of a building or individual business elevation measured at ground level.

“C”

“Canopy or Awning sign” – see definition under “Awning or Canopy sign” above.

“Changeable copy sign: means a sign or portion thereof which is designed to have its message or copy readily changed manually or by remote or automatic means without altering or replacing the face or surface. Changeable copy signs support hard-copy text or graphics and do not use digital or electronic text or images.

“D”

“Daytime” means the hours beginning one-half hour after legal sunrise and continuing until one-half hour before legal sunset.

“Digital sign” means a changeable copy sign with monochrome LED (light emitting diodes) text, graphics or symbols over a black, non-illuminated background.

“Directional sign” means a sign erected for the purpose of facilitating or controlling the efficient and safe movement of pedestrians or vehicles within a multi-tenant development.

“E”

“Electronic message center sign” means an electrically activated changeable copy sign having variable message and/or graphic presentation capability that can be electronically programmed by computer or handheld device from a remote location. EMCS’ typically use light emitting diodes (LED’s) or liquid crystal display (LCD) as a lighting source.

“Elevation” means the visible vertical plane of the side of a building from ground level to the roof line.

“Elevation, primary” means the side of a building directly abutting either a street or a parking area. A business owner may choose which elevation is considered the primary elevation, except that in a multi-tenant building, the elevation which is contiguous to other businesses shall be the primary elevation.

“Elevation, secondary” means any elevation of a building not determined to be a primary elevation.

“F”

“Façade” means the elevation of a building extending from the ground level up to the bottom of the fascia on a pitched roof building, and up to the top of the wall or parapet on a flat roof building. The area of a façade for purposes of calculating allowable wall signage includes the area of the windows and doors but excludes openings that do not have solid coverings, such as breezeways, colonnades and gateways that extend to the backside of the building.

“Fascia” means an architectural term for a vertical frieze or board under a roof edge or which forms the outer surface of a cornice, visible to an observer.

“Flag” means a flat piece of cloth, with distinctive colors, patterns or symbols, having one end of the cloth attached to a vertical staff (directly or by rope and pulley mechanism) and all other ends free-flowing under natural movement of wind.

“Flag canopy” means a line of flags, or a series of lines of flags, suspended above a site.

“Flashing sign” means an electric sign or portion thereof except electronic message center signs, which changes light intensity in a sudden transitory burst, or which switches on and off in a constant pattern in which more than one-third of the non-constant light source is off at any one time.

“Freestanding sign” means a sign and its support pole or base standing directly on the ground that is independent from any building or other structure.

“Freeway” means a limited access highway, state route or interstate.

“Freeway oriented sign” means a sign within 150 feet of a freeway right-of-way that has its sign face parallel to, perpendicular to, angled toward, or otherwise readable from the freeway right-of-way.

“Frontage” means the property line of an individual lot, tract or parcel that abuts a public or private street right-of-way, excluding alleys and private driveways. The number of frontages on a lot is the same as the number of public or private street rights-of-way that the lot abuts.

“G”

“Gross leasable space” means area of a single leasable space, regardless of the number of tenants or leases within the space.

“Ground-mounted or Landscape Wall sign.” A sign consisting of individual letters mounted on a screen or perimeter wall which may be attached or detached from a building, but which is architecturally integrated with the overall development.

“H”

“Halo illuminate” means a light source placed behind totally opaque letter or symbol so that the light reflects off the wall or background to which the letters or symbols are mounted rather than emanating through the letters or symbols, creating a halo effect that leaves the letters or symbols viewable in silhouette form only.

“Height of sign” means the overall height of the sign above grade directly below or at the base of the sign.

“I”

“Illegal sign” means a sign which does not conform to the requirements and standards of this Chapter and which does not meet the criteria of a nonconforming sign as defined in this Definitions Section.

“Integrated development site” means any commercial or noncommercial development site, regardless of the number of lots or individual tenants, that is developed with common parking, layout, architecture or design features.

“Item of information” means a word, figure, logo, abbreviation or other symbolic representation.

“L”

“Landscape Wall Sign” *see*, definition of “Ground-mounted Sign.”

“Logo” means a design of letters, colors or symbols used as a trademark or for identification in lieu of, or in conjunction with, other signs.

“Logo shield” means a logo contained within an area no greater than four (4) square feet, incorporated into a larger sign face or designed as an individual sign or component of a sign containing individually mounted sign graphics.

“Lot line” means a line that separates two lots.

“Luminance” means the photometric quality most closely associated with the perception of brightness. Luminance is measured in candelas per square meters or “nits.”

“M”

“Mansard” means a roof with two slopes on each side of the four sides, the lower steeper than the upper.

“Master Sign Plan” means a coordinated sign plan which includes the details of all signs (not including exempt or temporary signs) which are or will be placed on a site.

“Monument sign” means a freestanding low profile sign with the sign width greater than the sign height and designed with a solid base and background.

“Motion” means the depiction of movement or change of position of text, images or graphics. Motion shall include, but not be limited to, visual effects such as dissolving and fading text and images, running sequential text, graphic bursts, lighting that resembles zooming, twinkling or sparkling, changes in light or color, transitory bursts of light intensity, moving patterns or bands of light, expanding or contracting shapes and similar actions.

“Multitenant development” means a development consisting of three (3) or more leasable spaces.

“N”

“Natural grade” means the topographic condition or elevation of a site or portion of a site over the past five years, or the finished grade of an approved site development plan. Changes to grade or elevation resulting from fill, mounding, or berming within five years preceding any requested permit other than a site development plan shall not be considered natural grade for permitting purposes.

“Neon sign” means a sign with illumination affected by a light source consisting of a neon or other gas tube which is bent to form letters, symbols or other shapes.

“Nighttime” means the hours beginning one-half hour before legal sunset and continuing until one-half hour after legal sunrise.

“Nits” means a unit of measure of brightness or luminance. One (1) nit is equal to one (1) candela/square meter.

“Nonconforming sign” means any sign, which at one time conformed to all applicable requirements and standards of this Chapter, including all permit requirements, but which subsequently ceased to so conform due to changes in such requirements and standards.

“Nonresidential zone” means, in the context of this Chapter, any zone that does not include residential dwelling units except for mixed use zoning districts where residential units are located above or behind nonresidential uses and the ground floor streetscape is characterized by commercial and other nonresidential uses.

“O”

“Opaque” means a material that does not transmit light from an internal illumination source.

“P”

“Painted sign” means a sign painted directly on a building or on material which is then attached to a building. *See also*, “wall sign.”

“Pan-channel” means a sign graphic that is constructed of a three-sided metal channel, usually having a light source contained within the channel. The open side may face inward, resulting in silhouette lighting, or it may face outward to allow full illumination. The open side of the channel may be enclosed with a translucent material.

“Parapet” means a protective wall or barrier projecting above any canopy, balcony or roof.

“Permanent sign” means a sign constructed of weather resistant material and intended for permanent use and that does not otherwise meet the definition of “temporary sign.” Wall mounted sign holders designed for insertion of signs and posters shall be considered permanent signage and subject to all standards of this chapter.

“Pole sign” means a sign mounted on a weighted base, intended to be movable.

“Portable sign” means a free-standing sign that is readily moveable and not permanently affixed to the ground, including A-frame or sandwich board signs, pole signs mounted on weighted bases, and similar signs that are used on more than a temporary basis.

“Projecting sign or Projection sign” means a sign attached to a building with the face not parallel to the vertical surface of the building. Projecting signs include signs projecting directly from walls, or signs hanging from porch ceilings or other support structures.

“R”

“Raceway” means a box-type conduit to house electrical wires for signs and used to support and/or affix signage on a wall.

“Right-of-Way” is the strip of land platted, dedicated, condemned, established by prescription or otherwise legally established for the use of pedestrians, vehicles or utilities.

“Roadway” means that portion of the street improved, designed, or ordinarily used for vehicular travel and parking, exclusive of the sidewalks and shoulder. Where there are curbs, the roadway is the curb to curb width of the street.

“Roof line” means the uppermost edge of the roof or the top of the parapet, excluding mechanical equipment screens, whichever is highest. Where a building has several roof levels, the roof line shall be the one belonging to that portion of the building on which the sign is located.

“Roof mounted sign” means a sign which has a point of attachment to the roof or mansard of a building. Architectural projections, including mechanical equipment screens, above any parapet or roof line whose sole function is a background for signs shall be considered a sign structure. A sign on such an architectural projection shall be considered a roof sign.

“S”

“Sandwich board sign” – *see* “A-frame sign” definition.

“Service Island sign” means a permanent sign displayed on the service island canopy of a gas station, bank, carwash or other use that provides a canopy cover for vehicles. Service island signs are not the same as awning or canopy signs as otherwise defined by this chapter.

“Sign” means letters, figures, symbols, trademarks, or logos, with or without illumination, intended to identify any place, subject, person, firm, business, product, article, merchandise or point of sale. A sign also includes balloons attached to sign structures, products,

streamers, spinners, pennants, flags, inflatables or similar devices intended to attract attention to a site or business, as well as architectural or structural forms, illuminated panels, spandrels, awnings and other structural or architectural features not common to classic vernacular or non-corporate regional architecture and that are intended to convey a brand, message or otherwise advertise a location or product, whether or not such features include text or graphics and whether or not they serve other practical purposes such as lighting, covering or enclosure of persons or products. A sign includes any device which streams, televises or otherwise conveys electronic visual messages, pictures, videos or images, with or without sound or odors. Refer to Section 18.97.040 for a list of prohibited signs.

“Signable area” means the area of the largest rectangular portion of a face of a building to which a sign is affixed or proposed to be affixed, which can be included within parallel, vertical, and horizontal lines uninterrupted by significant architectural features of the building.

“Sign walker” means a sign carried by a person.

“Site” means a unit of land, together with all improvements thereon, determined as follows:

1) a unit of land which may be conveyed separately from any and all adjacent land without the requirement of approval of a boundary line adjustment, short plat or a preliminary plat.

2) Two (2) or more buildings or business activities that are or will be related to each other physically or architecturally, such as by sharing off-street parking facilities, so as to form an integrated development, such as a shopping center, industrial park, or office complex.

“Spandrel” means a panel or box-type structure that spans between and/or is connected to the support columns of a porch, colonnade or canopy, usually for architectural embellishment and/or signage purposes.

“Special event sign or temporary sign” means signs or advertising displays or a combination thereof which advertises or attracts public attention to a special one-time event, including but not limited to, the opening of a building or business activity, the sale of goods and services at discounted or otherwise especially advantageous prices or similar event.

“Static” means without motion.

“Story” means that portion of a building included between the upper surface of a floor and the upper surface of the floor or ceiling next above.

“Suspended Sign” means a sign mounted above a sidewalk adjacent to a business, affixed to a beam, overhang, roof or other fixture that is an integral part of a building.

“T”

“Temporary sign (which may include special event sign)” means any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, excluding portable

signs as defined by this Chapter, including any poster, banner, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs may only be made of non-durable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20 oz. fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this Chapter.

“Tenant space” means the entire building which encompasses a building or use on a site; or in buildings designed for multi-tenant occupancy, it is the space between demising walls and which has an independent entrance to common corridors or to the outside. Portions of tenant spaces that are sublet to or otherwise allowed to be used by persons or businesses other than the principle person or business of a tenant space are not considered tenant spaces in the context of this chapter.

“U”

“Unshielded lighting” means an external illumination source which is exposed to view.

“V”

“W”

“Wall sign” means a sign which is attached parallel to or painted on a wall, including parapet or canopy fascia, or a building.

“Width of sign” means the total horizontal dimension of a sign, including all frames or structures.

“Window” means the entire window unit including individual sashes or panes that might otherwise divide the area between the head, jamb and sill; except that in commercial storefront window assemblies, a single “window” is the glass area between each mullion that divides the window assembly, whether installed as a single piece of glass or as multiple pieces of glass divided by muntins.

“Window sign” means a sign that is attached to or is intended to be seen in, on or through a window of a building and is visible from the exterior of the window.



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING SUMMARY**

June 11, 2019 – 7:00 p.m. ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

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

ROLL CALL

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

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Public Works Director Jeremy Metzler, Police Chief Micah Lundborg, Senior Planner Kristin Moerler.

Additions/Deletions to the Agenda

There were no additions or deletions to the agenda.

2. EXECUTIVE SESSION

Mayor Eidinger stated there was an executive session pursuant to RCW 42.30.110(1)(i) and noted Shannon Phillips, an Attorney from Summit Law, would be joining Council. He noted the City Council will now convene an executive session for the purpose of discussing potential litigation. The Executive Session will last approximately 15 minutes.

Mayor Eidinger recessed the meeting to Executive Session at 7:03pm for 15 minutes.

Mayor Eidinger called the meeting back to order at 7:18pm.

3. AUDIENCE COMMENT

Chris VanDyke – Provided copies of letter detailing the costs involved with the delay caused by the Interim Zoning Ordinance.

Dawn Swanson – Discussed the dangers of walking on 36th St.

Deana Veldhuis – Read a statement on the topic of drug crimes and trafficking. Requested the city hold a town meeting to discuss the growing issues involved with drug crimes.

James Branche – Discussed his property and the rules around how it's zoned.

Russ Sorkness – Expressed his gratitude in the ease of getting to final plat with the city.

Reuben Schutz – Discussed the Interim Zoning Ordinance and the next steps in the process.

4. MAYOR'S REPORT

Mayor Eidinger spoke about the following:

- The City has been actively looking at putting a gate on the public works lot to secure the vehicles.
- We're working with the City of Milton to install a power pole in the next four to six weeks.

- City Staff is working on an emergency management plan, including how to implement it, and how to keep things in the City running smoothly in the event of an emergency.

Public Works Director Metzler briefed on the following:

- WSDOT finished rumble strips at the top of the hill on Meridian.
- Pierce County crews working on getting vegetation trimmed throughout the city.

Community Development Director Groth briefed on the following:

- Updated Council on the recent Planning Commission meeting. There will be four open positions on the Planning Commission the end of June.

Assistant City Administrator Gray briefed on the following:

- Discussed the need for volunteers for the Salary Commission.

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 28, 2019,
- B. Study Session Meeting Minutes of June 4, 2019,
- C. Review of Commission, Committee and Board meeting minutes of May 2019.
- D. **AB19-020**, a motion approving June 2019 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; AWC Employee Benefit Trust; and IRS 941 ACHs in the amount of \$134,665.03; and Vendor Check Numbers 23840 through 23858 with EFT and Direct Pay Payments in the amount of \$40,798.83. Total distributions submitted for review & authorization in the amount of \$175,463.86.
- E. **AB19-0459**, a motion to adopt Resolution No. 19-0459, affirming the May 23, 2019 recommendation of the Parks and Recreation Advisory Board, advising the Berger Partnership to proceed with design of the of the 36th & Meridian Park Phase One.

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

6. COUNCIL BUSINESS

- A. **AB19-0460**, a motion to adopt Resolution No. 19-0460, to segregate existing assessments under Local Improvement District No. 1, pursuant to section 35.44.410 of the Revised Code of Washington (RCW).

Community Development Director Groth briefed on the agenda item.

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

B. AB19-0461, a motion to adopt Resolution No. 19-0461, approving the Curran Estates Final Plat, located at 412 114th Avenue East, Edgewood, WA.

Senior Planner Kristin Moerler briefed on this agenda item.

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

C. AB19-0462, a motion to adopt Resolution No. 19-0462, approving the Nicklaus Final Plat, located at 2199, 2305-2307 94th Ave. Ct. E., Edgewood, WA.

Senior Planner Kristin Moerler briefed on the agenda item. Discussion ensued between Council and staff.

Motion: As Read, **Action:** Approve, **Moved by** Councilmember Nate Lowry, **Seconded by** Councilmember Colleen Wise. **Motion passed (6-1, Christopherson).**

D. AB19-021, continued discussion of Interim Zoning Ordinance.

Community Development Director Groth briefed Council on this agenda item and presented a PowerPoint for review. Discussion ensued between Council and staff.

7. COUNCIL COMMENTS

Mayor Eidinger asked about October 12, 2019 for a budget retreat.

Councilmember Lowry asked about double police coverage.

Councilmember Day asked about the IT Manager position and if it has been posted yet.

Councilmember Tomin discussed the town hall meeting and the set up.

Councilmember West discussed having a line item on the Interim Zoning Ordinance.

8.ADJOURN

Mayor Eidinger adjourned the meeting at 8:34pm.

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



CITY OF EDGEWOOD

COUNCIL STUDY SESSION SUMMARY

June 18, 2019 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

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

ROLL CALL

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

Staff Present: Assistant City Administrator Dave Gray, City Clerk Rachel Pitzel, Community Development Director Darren Groth, Planning Technician Evan Hietpas, Jeremy Metzler Public Works Director, Police Chief Micah Lundborg.

2. COUNCIL BUSINESS

A. Interviews– Planning Commission Vacancy Interviews

Community Development Director Darren Groth briefed Council on the Planning Commission vacancies and terms. He introduced the candidates and Council asked the following questions:

1. What do you know about the Planning Commission and its role within the organization?
2. How would you suggest improving citizen participation?
3. How will you balance community interests with individual property owners' interest?
4. Tell us about yourself and why you are interested in serving on the Planning Commission?
5. Many people are against apartments, do you have strong opinions on apartments and do you feel you can be objective?
6. The Commission is a diverse group with varying opinions and background. How would you express yourself and participate in the process of consensus in this environment?
7. What do you consider the most important issues facing the City today and why?

Mayor recessed the meeting to allow Council to finish their tabulations on the scoring sheets for the applicants.

Discussion took place regarding recommendations for appointment and Mayor Eidinger noted his recommendation for appointments would be on the next regular council agenda for confirmation.

B. Presentation – Public Funds Investing – Chris Bateman

Assistant City Administrator Dave Gray introduced Mr. Bateman who discussed his background and then discussed the basics of Public Funds Investing.

C. Discussion – Interim Zoning Ordinance

Community Development Director Darren Groth reviewed handouts and maps that would be available to view at the Town Hall on June 20. Discussion ensued between Council and staff.

D. Review/Discussion – Sign Code Ordinance

Community Development Director Darren Groth briefed on this item and answered Council questions.

E. Review/Discussion – FCS Utility Tax Review

Assistant City Administrator Dave Gray discussed this topic. Discussion ensued between Council and staff.

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

Motion: to extend meeting past 9:00pm, **Action:** Approve, **Moved by** Councilmember Tomin, **Seconded by** Deputy Mayor Christopherson. Motion passed unanimously (7-0).

F. Discussion – 9-11 Memorial Contribution

Mayor Eidinger discussed this agenda item. Discussion followed between staff and the Council.

Council action: Council requested VFW member Jack Chandler come to a Council meeting to present.

3. OTHER COUNCIL ISSUES

Mayor Eidinger and Assistant City Administrator Dave Gray discussed the Interim City Attorney interviews. Anne Marie Soto, with Kenyon Disend PLLC was chosen and will appear at an upcoming meeting for confirmation.

Councilmember Tomin – Inquired as to how citizens were being notified about the upcoming Town Hall Open House.

Councilmember West – Discussed the ongoing challenges that traffic poses to the City.

Discussion took place regarding traffic.

4. ADJOURN

Mayor Eidinger adjourned the meeting at 9:17pm.

Jill S. Herrera, Deputy City Clerk/
Communications Coordinator

Daryl Eidinger, Mayor



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Claims and Payroll for June 2019		Agenda Bill No.:		AB19-023
		For Agenda of:		June 25, 2019
		Prepared by:		Stephanie Goff
ATTACHMENTS (list): ☒ Claims Register ☒ Voucher Directory				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:	\$422,312.77	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$0	
City Attorney	☐	Appropriation Required:	\$0	
City Clerk, Rachel Pitzel	☐	Timeline:		
Community Development Director, Darren Groth	☐			
Public Works, Jeremy Metzler	☐			
Police Chief, Micah Lundborg	☐			
Fiscal Note/Consideration: N/A				
SUMMARY STATEMENT: Approving June 2019 Budgeted Expenditures as follows: Deferred Compensations Program; Payroll Direct Deposit; Dept. of Retirement Systems; and IRS 941 ACHs in the amount of \$102,936.15; and Vendor Check Numbers 23859 through 23877 with EFT and Direct Pay Payments in the amount of \$319,376.62. Total distributions submitted for review & authorization in the amount of \$422,312.77.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION: MOTION to adopt the Claims and Payroll Expenditures as presented under the Consent Agenda. ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to future study session for further discussion.				

June 25th 2019 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10608 Last Number Issued Previous Authorization			
<u>DCP EFT 6/14/19</u>	Deferred Compensation Program	6/14/2019	\$11,410.46
<u>Direct Deposit Run -</u>	Payroll Vendor	6/14/2019	\$65,411.28
<u>DRS EFT 6/14/19</u>	Dept of Retirement Systems	6/14/2019	\$15,979.94
<u>IRS 941 EFT 6/14/19</u>	IRS 941	6/14/2019	\$10,134.47
Total			\$102,936.15

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
23858 Last Number Issued Previous Authorization			
<u>23859</u>	AHBL	6/25/2019	\$10,704.87
<u>23860</u>	Berger Partnership	6/25/2019	\$2,097.26
<u>23861</u>	Bob's Property Solutions, Inc.	6/25/2019	\$3,846.50
<u>23862</u>	City of Sumner	6/25/2019	\$3,068.04
<u>23863</u>	Copy Wrights	6/25/2019	\$231.83
<u>23864</u>	Form Source, Inc.	6/25/2019	\$648.56
<u>23865</u>	Gray & Osborne, Inc	6/25/2019	\$12,446.99
<u>23866</u>	Landau Associates	6/25/2019	\$2,828.00
<u>23867</u>	Legend Data Systems, Inc., dba Legend ID	6/25/2019	\$76.93
<u>23868</u>	Mimecast North America Inc.	6/25/2019	\$4,289.29
<u>23869</u>	Office Depot	6/25/2019	\$883.01
<u>23870</u>	Petersen Brothers, Inc.	6/25/2019	\$3,947.63
<u>23871</u>	Philips Publishing Group	6/25/2019	\$5,484.07
<u>23872</u>	Pierce County Budget & Finance	6/25/2019	\$45.00
<u>23873</u>	Pierce County Budget & Finance Sheriff	6/25/2019	\$227,412.58
<u>23874</u>	Raedeke Associates, Inc.	6/25/2019	\$2,150.33
<u>23875</u>	Ryan Yurina	6/25/2019	\$15,085.37
<u>23876</u>	Sterling Automotive Service	6/25/2019	\$5,717.61
<u>23877</u>	The News Tribune	6/25/2019	\$1,141.71
<u>Direct Pay Payment</u>	Amazon Capital Services	6/25/2019	\$175.56
<u>Direct Pay Payment</u>	Monarch Landscape Holdings	6/25/2019	\$826.75
<u>Direct Pay Payment</u>	Public Finance Inc.	6/25/2019	\$975.00
<u>EFT Payment 6/20/2019</u>	Comcast Business	6/25/2019	\$1,047.92
<u>EFT Payment 6/20/2019</u>	Department of Labor & Industries	6/25/2019	\$48.46
<u>EFT Payment 6/20/2019</u>	Mt. View-Edgewood Water Co.	6/25/2019	\$295.15
<u>EFT Payment 6/20/2019</u>	Puget Sound Energy	6/25/2019	\$3,031.52
<u>EFT Payment 6/20/2019</u>	Shell	6/25/2019	\$1,116.88
<u>EFT Payment 6/20/2019</u>	Thomson Reuters	6/25/2019	\$274.74
<u>EFT Payment 6/20/2019</u>	US Bank Corporate Payment System	6/25/2019	\$9,449.06
<u>EFT Payment 6/20/2019</u>	US Bank ACH/EFT	6/25/2019	\$30.00

Total Claims Voucher Distribution	\$319,376.62
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Total Distribution Submitted for Review & Authorization	\$422,312.77
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$422,312.77
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Daryl Eidinger

Council Member



Voucher Directory

[Back to Agenda](#)

Fiscal : 2019 - June
Council Date : 2019 - June - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
AHBL	23859			2019 - June - 2nd Council Meeting	
		113082			
				3/26-4/25 View Pointe 18-1280	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$302.50
				View Pointe Storage 18-1280	
		Total 113082			\$302.50
		113083			
				3/26-4/25 Misenar SP 19-1098	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$713.75
				Misenar SP 19-1098	
		Total 113083			\$713.75
		113084			
				3/26-4/25 Wagner SP 19-1113	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$438.75
				Wagner SP 19-1113	
		Total 113084			\$438.75
		113085			
				3/26-4/25 Ramsaur SP 19-1114	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$356.25
				Ramsaur SP 19-1114	
		Total 113085			\$356.25
		113086			
				3/26-4/25 Sellers SP 19-1137	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$136.25
				Sellers SP 19-1137	
		Total 113086			\$136.25
		113087			
				3/26-4/25 Vanengelenburg BLA 19-1143	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$165.00
				Vanengelenburg BLA 19-1143	
		Total 113087			\$165.00
		113088			
				3/26-4/25 Barth Prelim Plat 18-1147	
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$440.00
				Barth Prelim Plat 18-1147	
		Total 113088			\$440.00

Vendor	Number	Reference	Account Number	Description	Amount
		113318			
			4/26-5/25 Satwat 19-1046		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$137.50
			Satwat 19-1046		
		Total 113318			\$137.50
		113319			
			4/26-5/25 View Pointe 18-1280		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$2,734.87
			View Pointe 18-1280		
		Total 113319			\$2,734.87
		113320			
			4/26-5/25 Becker SP 19-1090		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$930.00
			Becker SP 19-1090		
		Total 113320			\$930.00
		113328			
			4/26-5/25 Misenar SP 19-1098		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,670.00
			Misenar SP 19-1098		
		Total 113328			\$1,670.00
		113329			
			4/26-5/25 Ramsaur SP 19-1114		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,095.00
			Ramsaur SP 19-1114		
		Total 113329			\$1,095.00
		113330			
			5/26-5/25 Sellers SP 19-1137		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,012.50
			Sellers SP 19-1137		
		Total 113330			\$1,012.50
		113331			
			4/26-5/25 Vanengelenburg BLA 19-1143		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$572.50
			Vanengelenburg BLA 19-1143		
		Total 113331			\$572.50
	Total 23859				\$10,704.87
Total AHB					\$10,704.87
Amazon Capital Services					
	Direct Pay Payment 6/20/2019 4:08:00 PM - 1		2019 - June - 2nd Council Meeting		
	139Y-7RNN-69GG				
		June Purchases			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$36.21
		Paper Towels			
	Total 139Y-7RNN-69GG				\$36.21

Vendor	Number	Reference	Account Number	Description	Amount
		1QRC-6NV6-G1CL			
			June Purchases		
			001-021-000-521-20-31-05	Supplies-Misc	\$68.01
				Mini Flashlights-Picnic	
		Total 1QRC-6NV6-G1CL			\$68.01
		1TV9-HRY4-YQPN			
			June Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$32.89
				Garbage Can Lid	
		Total 1TV9-HRY4-YQPN			\$32.89
		1VTH-TKRT-JLTM			
			June Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$38.45
				Kitchen Garbage Can	
		Total 1VTH-TKRT-JLTM			\$38.45
		Total Direct Pay Payment 6/20/2019 4:08:00 PM - 1			\$175.56
Total Amazon Capital Services					\$175.56
Berger Partnership					
23860			2019 - June - 2nd Council Meeting		
		31490			
			May Svcs-Prj 20195029.00		
			310-000-000-594-76-41-03	Professional Svs.-Property	\$2,097.26
				36th & Meridian Ph 1	
		Total 31490			\$2,097.26
		Total 23860			\$2,097.26
Total Berger Partnership					\$2,097.26
Bob's Property Solutions, Inc.					
23861			2019 - June - 2nd Council Meeting		
		052319-Bob			
			May Services		
			001-076-000-576-80-41-01	Professional Services	\$1,923.25
				Remove Trees-Nelson Park	
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$1,923.25
				Remove Trees-Yuma & 86th, 114th Ave	
		Total 052319-Bob			\$3,846.50
		Total 23861			\$3,846.50
Total Bob's Property Solutions, Inc.					\$3,846.50
City of Sumner					
23862			2019 - June - 2nd Council Meeting		
		101			
			June Metro Services		
			001-018-000-554-30-41-01	Animal Control Services	\$3,068.04

Vendor	Number	Reference	Account Number	Description	Amount
				Animal Control Svs. for June	
		Total 101			\$3,068.04
	Total 23862				\$3,068.04
Total City of Sumner					\$3,068.04
Comcast Business					
	EFT Payment 6/20/2019 4:07:24 PM - 1		2019 - June - 2nd Council Meeting		
	83756488				
		6/15-7/14/19 Services			
		001-018-000-518-30-42-01		Telecommunications Charges	\$1,047.92
				City Hall Phones	
		Total 83756488			\$1,047.92
	Total EFT Payment 6/20/2019 4:07:24 PM - 1				\$1,047.92
Total Comcast Business					\$1,047.92
Copy Wrights					
	23863		2019 - June - 2nd Council Meeting		
		102653			
		May Services			
		001-058-000-558-60-41-08		Legal Notices/Publications	\$231.83
				Neighborhood Meeting Postcards	
		Total 102653			\$231.83
	Total 23863				\$231.83
Total Copy Wrights					\$231.83
Department of Labor & Industries					
	EFT Payment 6/20/2019 4:07:24 PM - 2		2019 - June - 2nd Council Meeting		
	314210				
		2019-2021 Boiler Certification			
		001-018-000-518-30-45-07		Operating Permits	\$48.46
		Total 314210			\$48.46
	Total EFT Payment 6/20/2019 4:07:24 PM - 2				\$48.46
Total Department of Labor & Industries					\$48.46

Vendor	Number	Reference	Account Number	Description	Amount
Form Source, Inc.					
	23864			2019 - June - 2nd Council Meeting	
		855001			
			June Services		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$648.56
				Envelopes, Inspection Reports	
		Total 855001			\$648.56
	Total 23864				\$648.56
Total Form Source, Inc.					\$648.56
Gray & Osborne, Inc					
	23865			2019 - June - 2nd Council Meeting	
		1-G&O Prj. 18626.04			
			Monte Vista Storm Drain Improvements		
			410-000-000-594-31-64-64	Infrastructure Spot Improvement	\$4,087.08
				Monte Vista Dr E Storm Drainage Improvements	
		Total 1-G&O Prj. 18626.04			\$4,087.08
		2-G&O Prj. 18626.03			
			24th & Meridian Sidewalks		
			350-000-000-595-61-63-01	Pedestrian Projects	\$6,179.95
				24th St E & Meridian Sidewalks	
		Total 2-G&O Prj. 18626.03			\$6,179.95
		6-G&O Prj. 18626.00			
			On Call Engineering Svcs		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$487.84
				Curran, Lisitsyn	
		Total 6-G&O Prj. 18626.00			\$487.84
		9-G&O Prj. 18626.01			
			56th St E SW Improvements		
			410-000-000-594-31-64-64	Infrastructure Spot Improvement	\$1,692.12
				56th St E Stormwater Improvements	
		Total 9-G&O Prj. 18626.01			\$1,692.12
	Total 23865				\$12,446.99
Total Gray & Osborne, Inc					\$12,446.99
Landau Associates					
	23866			2019 - June - 2nd Council Meeting	
		0042072			
			Sep 2018 Svcs-Prj 0495101.030		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,556.00
				No. Edgewood Apts Retaining Walls 4 & 5	
		Total 0042072			\$1,556.00
		0043480			
			May Svcs-Prj 0495101.030		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$1,272.00

Vendor	Number	Reference	Account Number	Description	Amount
				No. Edgewood Apts-Ret Walls 4 & 5	
		Total 0043480			\$1,272.00
	Total 23866				\$2,828.00
Total Landau Associates					\$2,828.00
Legend Data Systems, Inc., dba Legend ID					
	23867			2019 - June - 2nd Council Meeting	
		126273			
			June Services		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$76.93
				ID Badges-Garvin, Hietpas,Goff,Privett,Mehr,Bartelson	
		Total 126273			\$76.93
	Total 23867				\$76.93
Total Legend Data Systems, Inc., dba Legend ID					\$76.93
Mimecast North America Inc.					
	23868			2019 - June - 2nd Council Meeting	
		INVUS656218			
			PO #ESTUS215442		
			001-018-000-518-85-49-03	Computer Subscriptions	\$4,289.29
				Mimecast	
		Total INVUS656218			\$4,289.29
	Total 23868				\$4,289.29
Total Mimecast North America Inc.					\$4,289.29
Monarch Landscape Holdings					
	Direct Pay Payment 6/20/2019 4:08:00 PM - 2			2019 - June - 2nd Council Meeting	
		CD50020767			
			June Maintenance		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$826.75
		Total CD50020767			\$826.75
	Total Direct Pay Payment 6/20/2019 4:08:00 PM - 2				\$826.75
Total Monarch Landscape Holdings					\$826.75

Vendor	Number	Reference	Account Number	Description	Amount
Mt. View-Edgewood Water Co.					
		EFT Payment 6/20/2019 4:07:24 PM - 3	2019 - June - 2nd Council Meeting		
		15690-3401 4/11-6/10/19			
		4/11-6/10/19 Service			
		001-018-000-518-30-47-02	Water		\$78.82
		Nelson Farm			
		Total 15690-3401 4/11-6/10/19			\$78.82
		19143-3401 4/11-6/10/19			
		4/11-6/10/19 Service			
		001-018-000-518-30-47-02	Water		\$53.62
		Nature Park			
		Total 19143-3401 4/11-6/10/19			\$53.62
		2-3401 4/11-6/10/19			
		4/11-6/10/19 Service			
		001-018-000-518-30-47-02	Water		\$162.71
		Edgemont Park			
		Total 2-3401 4/11-6/10/19			\$162.71
		Total EFT Payment 6/20/2019 4:07:24 PM - 3			\$295.15
Total Mt. View-Edgewood Water Co.					\$295.15
Office Depot					
	23869		2019 - June - 2nd Council Meeting		
		321636783001			
		May Purchases			
		001-018-000-518-20-31-01	Office & Operational Supplies		\$93.27
		Copy Paper			
		001-018-000-518-20-35-02	Office Furniture		\$191.90
		Office Task Chair			
		Total 321636783001			\$285.17
		321754805001			
		May Purchases			
		001-021-000-521-20-35-01	Small Tools/Minor Equipment		\$298.92
		Office Chair			
		Total 321754805001			\$298.92
		323094807001			
		June Purchases			
		001-018-000-518-20-35-02	Office Furniture		\$298.92
		Office Chair			
		Total 323094807001			\$298.92
	Total 23869				\$883.01
Total Office Depot					\$883.01

Vendor	Number	Reference	Account Number	Description	Amount
Petersen Brothers, Inc.	23870			2019 - June - 2nd Council Meeting	
		1907701			
			Contract 19-077-Guardrail Repair		
			101-000-000-542-64-41-19	Traffic Control Devices-Guardrails	\$3,947.63
			Freeman Rd & 25th		
		Total 1907701			\$3,947.63
Total 23870					\$3,947.63
Total Petersen Brothers, Inc.					\$3,947.63
Philips Publishing Group	23871			2019 - June - 2nd Council Meeting	
		30328			
			Summer 2019 Magazine		
			001-018-000-518-20-49-05	Printing & Binding	\$5,484.07
			Summer 2019 Magazine		
		Total 30328			\$5,484.07
Total 23871					\$5,484.07
Total Philips Publishing Group					\$5,484.07
Pierce County Budget & Finance	23872			2019 - June - 2nd Council Meeting	
		CI-270639			
			Q1-2019 IT WAN Charges		
			001-018-000-518-85-49-03	Computer Subscriptions	\$45.00
			Q1-2019 IT WAN		
		Total CI-270639			\$45.00
Total 23872					\$45.00
Total Pierce County Budget & Finance					\$45.00
Pierce County Budget & Finance Sheriff	23873			2019 - June - 2nd Council Meeting	
		CI-270688			
			June Services		
			001-021-000-521-20-41-01	Police Services	\$227,412.58
		Total CI-270688			\$227,412.58
Total 23873					\$227,412.58
Total Pierce County Budget & Finance Sheriff					\$227,412.58
Public Finance Inc.	Direct Pay Payment 6/20/2019 4:08:00 PM - 3			2019 - June - 2nd Council Meeting	
	0002164				
			LID Segregation Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$975.00

Vendor	Number	Reference	Account Number	Description	Amount
				LID Segregation-Site West Properties	
		Total 0002164			\$975.00
		Total Direct Pay Payment 6/20/2019 4:08:00 PM - 3			\$975.00
Total Public Finance Inc.					\$975.00
Puget Sound Energy					
		EFT Payment 6/20/2019 4:07:24 PM - 4		2019 - June - 2nd Council Meeting	
		300000011233 May Statement			
		May Statement			
			001-018-000-518-30-47-01	Electricity	\$3,031.52
		Total 300000011233 May Statement			\$3,031.52
		Total EFT Payment 6/20/2019 4:07:24 PM - 4			\$3,031.52
Total Puget Sound Energy					\$3,031.52
Raedeke Associates, Inc.					
	23874			2019 - June - 2nd Council Meeting	
		58016			
				May Services Prj 2018-097	
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$2,103.33
				Barth Estates	
			310-000-000-594-76-41-03	Professional Svs.-Property	\$47.00
				36th & Meridian Property	
		Total 58016			\$2,150.33
	Total 23874				\$2,150.33
Total Raedeke Associates, Inc.					\$2,150.33
Refunds/Reimbursements Vendor					
	23875			2019 - June - 2nd Council Meeting	
		061919-YUR		Ryan Yurina	
				Assignment of Funds Release-16-5595/17-1532	
			640-000-000-589-10-00-01	Assignment of Funds-Deposits in Lieu of Bond	\$15,085.37
				Yurina/Collins 16-5595/17-1532	
		Total 061919-YUR			\$15,085.37
	Total 23875				\$15,085.37
Total Refunds/Reimbursements Vendor					\$15,085.37

Vendor	Number	Reference	Account Number	Description	Amount
Shell					
	EFT Payment 6/20/2019 4:07:24 PM - 5		2019 - June - 2nd Council Meeting		
		59648117			
			May Statement		
			001-018-000-518-30-32-01	Fuel	\$1,116.88
		Total 59648117			\$1,116.88
	Total EFT Payment 6/20/2019 4:07:24 PM - 5				\$1,116.88
Total Shell					\$1,116.88
Sterling Automotive Service					
	23876		2019 - June - 2nd Council Meeting		
		0027865			
			June Services		
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$5,717.61
				1998 Chevy 2500 Pickup-Water Pump, Manifold, Tires, Ball Joints, Wiper Assembly, Brake Master Cylinder, Engine Oil Cooler Lines, Idler & Pitman Arm	
		Total 0027865			\$5,717.61
	Total 23876				\$5,717.61
Total Sterling Automotive Service					\$5,717.61
The News Tribune					
	23877		2019 - June - 2nd Council Meeting		
		255556 5/6-6/2/19			
			5/6-6/2/19 Services		
			001-019-000-511-30-41-02	Legal Publications	\$380.90
				Legal Notice	
			001-058-000-558-60-41-08	Legal Notices/Publications	\$760.81
				Legal Notice	
		Total 255556 5/6-6/2/19			\$1,141.71
	Total 23877				\$1,141.71
Total The News Tribune					\$1,141.71
Thomson Reuters					
	EFT Payment 6/20/2019 4:07:24 PM - 6		2019 - June - 2nd Council Meeting		
		840411657			
			May Services		
			001-019-000-511-30-41-02	Legal Publications	\$274.74
				Westlaw Charges-May	
		Total 840411657			\$274.74
	Total EFT Payment 6/20/2019 4:07:24 PM - 6				\$274.74
Total Thomson Reuters					\$274.74

Vendor	Number	Reference	Account Number	Description	Amount
US Bank ACH/EFT					
		EFT Payment 6/20/2019 4:07:01 PM - 1		2019 - June - 2nd Council Meeting	
		053119-USBank			
			May Safekeeping Charges		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$30.00
				May Safekeeping	
		Total 053119-USBank			\$30.00
		Total EFT Payment 6/20/2019 4:07:01 PM - 1			\$30.00
Total US Bank ACH/EFT					\$30.00
US Bank Corporate Payment System					
		EFT Payment 6/20/2019 4:07:24 PM - 7		2019 - June - 2nd Council Meeting	
		052719-USBank			
			May PCard Statement		
			001-013-000-513-10-43-01	Travel/Training Costs	\$502.26
				D.Eidinger-Westgate Hotel-LasVegas-ReCon	
			001-013-000-513-10-43-01	Travel/Training Costs	\$21.70
				D.Eidinger-Taxi-LasVegas Recon	
			001-013-000-513-10-43-01	Travel/Training Costs	\$247.16
				D.Groth-Westgate-Hotel Deposit-Mayor & Dave-LasVegas ReCon	
			001-013-000-513-10-43-01	Travel/Training Costs	\$400.00
				R.Pitzel-AWC-Annual Conference -Mayor	
			001-013-000-513-10-43-04	Meals Expense	\$25.26
				D.Eidinger-Dave's-Breakfast	
			001-013-000-513-10-43-04	Meals Expense	\$421.37
				D.Eidinger-LasVegas-ReCon-Meals w/Darren & Dave	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$212.63
				T.Garvin-Whistle Workwear-Safety Boots	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$100.08
				J.Herrera-Amazon-Binder Dividers,Index Dividers	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$130.10
				S.Goff-DS Services-CH Water Delivery	
			001-018-000-518-20-35-02	Office Furniture	\$129.95
				J.Bartelson-CubicleParts-Workstation Parts	
			001-018-000-518-20-43-01	Travel/Training Costs	\$6.00
				D.Eidinger-WSDOT-Bridge Toll	
			001-018-000-518-20-49-11	City Employee Team Building	\$33.69
				J.Bartelson-Safeway-Apples,Prizes-Wellness Incentives	
			001-018-000-518-20-49-11	City Employee Team Building	\$25.67
				J.Bartelson-Happy Donuts-PW Week-Teambuilding	
			001-018-000-518-20-49-11	City Employee Team Building	\$70.32
				J.Bartelson-AWC-Fitbit-Wellness Incentive	
			001-018-000-518-20-49-11	City Employee Team Building	\$14.58
				J.Bartelson-Safeway/Walmart-Fruit-Wellness Incentives	
			001-018-000-518-30-35-01	Small Tools/Minor Equip.	\$143.74
				D.Eidinger-Walmart-Generator Battery	

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,900.00
				D.Eidinger-Sunco-CH Window Cleaning	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$5.00
				C.McVay-Tahoma Market-Car Wash	
			001-018-000-518-30-48-07	Maintenance & Repairs-Vehicles	\$560.12
				D.Eidinger-Sterling Auto-2013 Explorer-Rear Hub Bearing	
			001-019-000-514-20-43-04	Meals Expense	\$50.00
				S.Goff-PSFOA Lunch Mtg-S.Goff & D.Gray	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$228.04
				M.Lundborg-Neighborhood Watch Signs	
			001-021-000-521-20-35-01	Small Tools/Minor Equipment	\$274.75
				D.Eidinger-Ebay-Police Radio Batteries	
			001-058-000-558-50-43-01	Training/Travel Costs	\$278.00
				C.McVay-ICC-Legal & Mgmt Exam Modules	
			001-058-000-558-50-43-01	Training/Travel Costs	\$209.00
				D.Mundy-ICC-Commercial Plans Examiner Test for G.Mehr	
			001-058-000-558-50-43-01	Training/Travel Costs	\$850.00
				C.McVay-Construction Exam Center-Inspector Seminar	
			001-058-000-558-60-43-01	Training/Travel Costs	\$131.31
				D.Groth-Parking & Cab Fare-LasVegas ReCon	
			001-058-000-558-60-43-01	Training/Travel Costs	\$123.58
				D.Groth-Westgate-Hotel Deposit-LasVegas ReCon	
			001-058-000-558-60-43-01	Training/Travel Costs	\$1,776.45
				D.Groth-Marriott Hotel-SanFrancisco-Nat'l APA Conference	
			001-058-000-558-60-43-01	Training/Travel Costs	\$345.80
				D.Eidinger-Westgate Hotel for D.Groth-LasVegas ReCon	
			101-000-000-542-90-49-09	Miscellaneous	\$52.00
				J.Privett-CDL Physical	
			410-000-000-531-38-43-01	Training/Travel Costs	\$50.00
				J.Metzler-NPDES-SW Seminar	
			410-000-000-531-38-43-01	Training/Travel Costs	\$24.00
				J.Metzler-Parking-SW Conference	
			410-000-000-531-38-49-09	Misc. Fees & Charges	\$52.00
				J.Privett-CDL Physical	
			501-000-000-594-18-65-03	City Equipment	\$54.50
				D.Eidinger-DOL-2013 Explorer License Fees	
Total 052719-USBank					\$9,449.06
Total EFT Payment 6/20/2019 4:07:24 PM - 7					\$9,449.06
Total US Bank Corporate Payment System					\$9,449.06
Grand Total		Vendor Count	30		\$319,376.62



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: FCS Group Consulting Contract-Utility Tax Compliance Review		Agenda Item #:		AB19-0463			
		For Agenda of:		June 18, 2019			
		Prepared by:		Dave Gray			
ATTACHMENTS (list): ☒ Resolution No. 19-0463 ☒ Agreement with Exhibit A Scope of Work							
Approval of Materials:							
Mayor, Daryl Eidinger	☐	Expenditure Required:	\$19,000				
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$20,000				
City Attorney	☐	Appropriation Required:	\$0				
City Clerk, Rachel Pitzel	☐	Timeline: 06/18/2019: Study Session Discussion 06/25/2019: Regular Council Meeting					
Community Development Director, Darren Groth	☐						
Public Works, Jeremy Metzler	☐						
Police Chief, Micah Lundborg	☐						
Fiscal Note/Consideration: The 2019 Budget included a professional services allocation in Central Services of \$20,000.							
SUMMARY STATEMENT: The City imposed a B&O Utility Tax in 2018, becoming effective for collection beginning on June 1, 2018. The data for projecting the revenue for utilities other than electric and natural gas, was difficult to determine given the diverse number of service providers and the fact the City did not want to spend money on research if the tax was not implemented. The following analysis shows collections after eleven months:							
	UTILITY TAX COLLECTIONS 6/1/2018 THROUGH 5/20/2019						
	Natural Gas	Electricity	Telephone	Cable	Garbage	Water	Total
2018	\$196,897.09	\$187,265.97	\$52,439.39	\$72,371.36	\$48,208.09	\$37,541.33	\$594,723.23
2019	\$68,619.98	\$215,323.80	\$82,574.80	\$106,314.82	\$43,499.18	\$34,480.53	\$550,813.11
Combined	\$265,517.07	\$402,589.77	\$135,014.19	\$178,686.18	\$91,707.27	\$72,021.86	\$1,145,536.34
Budget	\$153,184.00	\$509,068.00	\$431,200.00	\$211,680.00	\$75,264.00	\$82,800.00	\$1,463,196.00
Variance	\$112,333.07	-\$106,478.23	-\$296,185.81	-\$32,993.82	\$16,443.27	-\$10,778.14	-\$317,659.66
	73%	-21%	-69%	-16%	22%	-13%	-22%
Granted this analysis is for eleven months, the natural gas revenue is quite robust while the telephone actuals are much lower. Electric is considerable lower as well. It was expected both would be relatively accurate as the City has one utility, PSE, providing both, and gave us what they felt were their annual gross revenue numbers. As this is the first imposition of the tax in Edgewood, it is necessary to ensure all utilities covered under the Utility Tax Ordinance are paying the tax accurately and the City has made an in-depth effort to be fair and apply its taxing authority uniformly. The cost of the study is estimated to be about 1.3% of annual budgeted revenue.							
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: After discussing the merits of hiring a third party to review compliance of utility service providers within the City including provisions detailing the scope of the work and cost to hire FCS Consulting Group the Council recommended the Mayor move the Resolution to the June 25 th Regular Council Meeting for action ("on the Consent Agenda ?").							

RECOMMENDED ACTION: MOTION to pass Resolution 19-0463, authorizing the Mayor to execute a personal services consulting contract with FCS Group to review compliance of City Utility provider's payment of Utility Taxes.

ALTERNATIVES TO RECOMMENDED ACTION:

- 1) Do not adopt
- 2) Forward to Study Session for further review

RESOLUTION NO. 19-0463

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, PIERCE COUNTY,
WASHINGTON AUTHORIZING THE MAYOR TO
EXECUTE A PROFESSIONAL SERVICE CONTRACT
FOR PROFESSIONAL SERVICES WITH FCS GROUP**

WHEREAS, FCS Group is a leading regional financial service company well known for its area of expertise and has worked with a variety of local government entities including past work with the City; and

WHEREAS, the City imposed a Utility Tax for collection beginning June 1, 2018 and is in need of a third party expert review of those utilities affected with regard to their compliance; and

WHEREAS, once compliance has been established future reviews will be able to be performed by staff in-house as a measure of the expected impacts of population growth on future collections; and

WHEREAS, the City is currently reaching the one-year mark for the collection of the Utility Tax and utilizing FCS for its verification of compliance for presentation to Council where time is of the essence, and FCS is listed on the MRSC consultants roster specifically for this type of work; and

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

Section 1. The Mayor is hereby authorized to execute the professional services contract for services with FCS, attached hereto as Exhibit A, to perform a utility tax revue to ensure fair and equal compliance, all as set forth in the Scope of Work, to be completed by November 30, 2019, in an amount not to exceed \$20,000.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 25TH DAY OF JUNE, 2019.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 25th day of June 2019, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

and FCS a Limited Liability Corporation organized under the laws of the State of Washington, doing business at:

FCS Group (hereinafter the “CONSULTANT”)
7525 166th Ave NE
Redmond, WA 98052

Contact: Martin Chaw Phone: 425-867-1802 Email: martinc@fcsgroup.com

for professional services in connection with the following Project: B&O Utility Tax Compliance Review

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

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

3. **Terms.** This Agreement shall commence on June 25th, 2019, (“Commencement Date”) and shall terminate on November 30, 2019 unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$ _____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$19,390 including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."
- ☐ OTHER. _____

5. Payment.

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

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

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

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

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

6. Discrimination and Compliance with Laws

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

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

C. Consultant is not required to obtain a City of Edgewood business license for their work under this contract.

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

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

8. Suspension and Termination of Agreement

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

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

C. Rights Upon Termination.

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

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

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

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

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

10. Ownership of Work Product.

A. All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the joint property of the City and the Consultant, and shall be forwarded to the City upon its request. Consultant may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the City as to its use. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultants.

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

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

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

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

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

FCS Group
Attn: John Ghilarducci
Principal
7525 166th Ave NE
Redmond, WA 98052

Phone: 425-867-1802
Fax: 425-867-1937

16. Resolution of Disputes and Governing Law.

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

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

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

17. General Provisions.

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

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

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the

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

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

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____
Daryl Eidinger
Mayor

By: _____
Name: Scott Bash

Date: June 11, 2019

Title: President

Date: June 11, 2019

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF EDGEWOOD

UTILITY TAX REVIEW

The City of Edgewood recently adopted Ordinance 18-0520, implementing a new 6.0% utility tax on the gross income of businesses engaged in providing telephone, cellular telephone, cable television, electricity, water, natural gas, surface water, sewage, and solid waste collection services. Based on discussions with Dave Gray, Assistant City Administrator, the City wishes to conduct a review of utility tax returns to ensure businesses are calculating and remitting their utility tax obligation correctly.

The following table summarizes the 2019 budgeted utility tax revenues that the City is expecting from each of these areas:

Table 1: 2019 Budgeted Utility Taxes

Total: \$1.463M

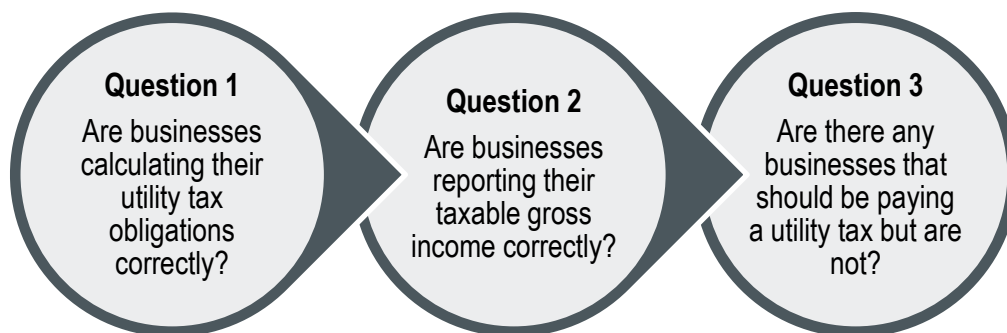
(In order of BARS Account Code)

	Natural Gas 316.40.00.01	Electricity 316.40.00.02	Telephone* 316.40.00.03	Cable TV 316.40.00.04	Solid Waste 316.40.00.05	Water** 316.40.00.07
2019 Budget	\$153,184	\$509,068	\$431,200	\$211,680	\$75,264	\$82,800

*This category includes both cellular and telephone utility taxes.

**This category includes water, sewer, and surface water utility taxes.

This proposed scope of work is centered around answering three key questions as follows:



Our study includes two (2) on-site meetings; biweekly project check-ins; a detailed analysis of business utility tax returns; a presentation of study results to the Assistant City Administrator; and a detailed written report summarizing the study's methodology, findings conclusions and recommendations. calculations, and assumptions made.

The proposed budget for this study includes 106 labor hours and a budget of \$17,220. This study anticipates completion within 4 months of notice to proceed.

TASK PLAN

Task 1: Conduct kick-off meeting and request information

A common understanding of the study's objectives and expectations is critical to a successful study process. At the beginning of the study, FCS GROUP will facilitate an on-site initial kick-off meeting with the City project team to introduce the project team members, discuss the study goals, methodology, scope, expectations, schedule, and any specific concerns and issues the City wishes to investigate further.

Prior to the kick-off meeting we will prepare and transmit a data request to the City. To the extent possible, we would review and discuss available data during the meeting and discuss any remaining data outstanding the timing of receipt.

We will review and agree upon the study schedule and agree upon a regularly scheduled project team check-in to discuss study progress, discuss/resolve any issues/obstacles that may be preventing the study from progressing, and discuss any other issues pertinent to this study.

- Deliverables: On-site kick-off meeting; data request transmitted prior to the kick-off meeting.

Task 2: Validate calculation of taxes on utility tax returns

This task will involve validating the calculation of utility taxes on the utility tax return forms as provided by the reporting business. Our review will include validating selected monthly returns from businesses that comprise 80% of the utility tax revenue to the City. We will work with the City to determine the number of businesses that meet this threshold. Based upon this, we will request from the City the utility tax return forms submitted to the City by each business for review. Our budget anticipates reviewing 100% of all utility tax returns for the 80% of businesses selected.

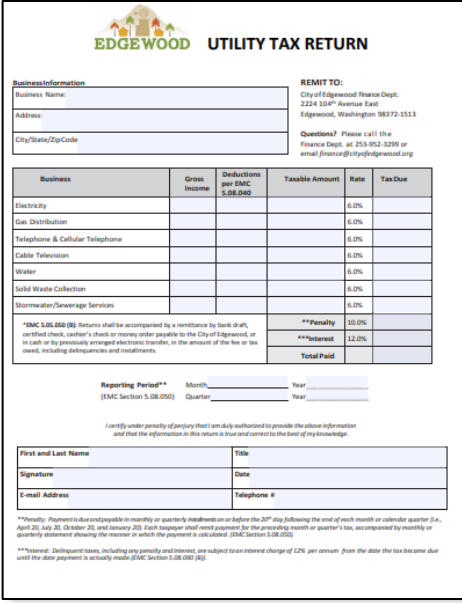
Table 2: Targeted Review based on 2019 Budgeted Utility Taxes
(In order of BARS Account Code)

	Natural Gas 316.40.00.01	Electricity 316.40.00.02	Telephone* 316.40.00.03	Cable TV 316.40.00.04	Solid Waste 316.40.00.05	Water** 316.40.00.07
2019 Budget	\$153,184	\$509,068	\$431,200	\$211,680	\$75,264	\$82,800
Estimated number of returns to review	To be determined in conjunction with the City					

Task 3: Validate reported gross income on utility tax returns

As provided on the City's utility tax return form, each business is to report its gross receipts that will be used for taxation. Utilizing the same businesses that represent 80% of the utility tax revenue as identified in Task 2 and working closely with the City, we will request selected monthly records from each business to use to corroborate the gross receipt records as reported.

- Deliverables: Identify selected monthly utility tax returns of businesses; submit a written request to each business requesting relevant and corroborating records; review and validate gross receipts as reported.



EDGEWOOD UTILITY TAX RETURN

Business Information
 Business Name: _____
 Address: _____
 City/State/Zip Code: _____

REMIT TO:
 City of Edgewood Finance Dept.
 2224 124th Avenue East
 Edgewood, Washington 98170-2513
 Questions? Please call the Finance Dept. at 206-862-3200 or email finance@cityofedgewood.org

Business	Gross Income	Deductions per EMC 5.08.050	Taxable Amount	Rate	Tax Due
Electricity				6.0%	
Gas Distribution				6.0%	
Telephone & Cellular Telephone				6.0%	
Cable Television				6.0%	
Water				6.0%	
Solid Waste Collection				6.0%	
Stormwater/Sewerage Services				6.0%	
				**Penalty	10.0%
				***Interest	12.0%
				Total Paid	

**EMC 5.08.050 (b) Returns shall be accompanied by a remittance by bank draft, certified check, cashier's check or money order payable to the City of Edgewood, or in cash or by previously arranged electronic transfer, in the amount of the fee or tax owed, including delinquency and installment.

Reporting Period** (EMC Section 5.08.050) Month: _____ Year: _____
 Quarter: _____

I certify under penalty of perjury that I am duly authorized to provide the above information and that the information in this return is true and correct to the best of my knowledge.

First and Last Name	Title
Signature	Date
E-mail Address	Telephone #

**Monthly: Payment is due and payable in monthly or quarterly installments on or before the 20th day following the end of each month or calendar quarter (i.e., April 20, July 20, October 20, and January 20). Each taxpayer shall send payment for the preceding month or quarter's tax, accompanied by monthly or quarterly statement showing the manner in which the payment is calculated. (EMC Section 5.08.050)

***Interest: Delinquent taxes, including any penalty and interest, are subject to an interest charge of 12% per annum from the date the tax became due until the date payment is actually made. (EMC Section 5.08.050 (g))

Task 4: Validate businesses that are paying utility taxes

This task will focus on whether there are businesses that should be paying utility taxes but are not. Our analysis will include: cross referencing the City's business licensing data against businesses that have remitted utility taxes to determine if there are any variances; validating whether those variances are legitimate; collating a list of businesses that should be paying utility taxes but are not and validating this list with City staff; and providing this list of businesses to the City for follow-up.

- Deliverables: Identify and develop a list of businesses that should be paying utility taxes but are not; preparing a list of such businesses along with contact information and provide to the City for follow-up.

Task 5: Review results to City Project Team

We will review the results from tasks 2 through 4 and discuss and answer any questions the City's project team may have. If necessary and if remaining budget resources is available, we will follow-up on the City's questions if necessary.

- Deliverables: On-site presentation to the City's project team to review, discuss results of this review and to answer any questions the City may have; conduct follow-up research if required.

Task 6: Documentation

We will prepare a written memorandum documenting our review. Our written memorandum will include a synthesis of the methodology used; the review findings, conclusions and discussions with the City; and if appropriate, a set of recommendations to the City establishing a framework for the City to conduct future reviews.

- Deliverables: Written memorandum documenting results of our review, and the review's findings, conclusions and suggested framework for future reviews to be conducted by the City; Suggested changes to the City's Utility Tax reporting form, process and other revisions to improve communication to the City's businesses.

Task 7: Project Administration

This task includes the various administrative efforts that will take place during the review, such as the administrative support and the development of monthly progress reports and billings.

- Deliverables: Monthly progress reports to allow for regular tracking of project deliverables to budget allowing for budget issues to be identified and resolved early; summaries or e-mails outlining follow up items, assigned tasks, and next schedule milestones; regular telephonic project check-ins; monthly invoice with a progress report on the activities performed during the billing period.

SCHEDULE

This study will be completed over an approximate four-month period. Completion of the analysis is dependent on timely coordination between FCS GROUP and the City project team for receipt of requested data/information, quality of data, and City staff availability for interviews and review meetings.

BUDGET

The table below summarizes our estimated cost to perform the task plan. The cost of completing the projects tasks is an amount not to exceed \$19,390. We invite the opportunity to negotiate the appropriate level of effort for this project if we have scaled our approach out-of-line with the City's needs and expectations.

Task Detail	Ghilarducci Principal	Chaw Manager	Hobson Tech Advisor	Slaughterbeck Analyst	Admin Support	Total Hours	Budget Estimate
<i>Hourly Billing Rates</i>	\$260	\$185	\$165	\$130	\$85		
Task Plan							
Task 1 Conduct kick-off meeting and data request	4	4	2	4	0	14	\$2,630
Task 2 Validate calculation of taxes	0	4	2	8	0	14	\$2,110
Task 3 Validate reported gross income	0	4	2	16	0	22	\$3,150
Task 4 Validate businesses paying taxes	0	4	2	16	0	22	\$3,150
Task 5 Review results with the City project team	2	4	4	4	0	14	\$2,440
Task 6 Documentation	2	4	4	8	0	18	\$2,960
Task 7 Project Administration	2	4	2	4	4	16	\$2,450
Total Tasks	10	28	18	60	4	120	\$18,890
Expenses							\$500
Total Budget Estimate							\$19,390



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Confirmation of Interim City Attorney		Agenda Bill #:	AB19-0464
		For Agenda of:	June 25, 2019
		Prepared by:	Rachel Pitzel
ATTACHMENTS (list): ☒ Resolution No. 19-0464			
Approval of Materials:			
Mayor, Daryl Eiding	☐	Expenditure Required:	
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:	
City Attorney	☐	Appropriation Required:	
City Clerk, Rachel Pitzel	☒	Timeline:	
Community Development Director, Darren Groth	☐		
Public Works, Jeremy Metzler	☐		
Fiscal Note/Consideration:			
SUMMARY STATEMENT: The City is currently seeking applications for an in-house full-time City Attorney. In the meantime, the city needs legal representation. Mayor Eiding requested the Asst. City Administrator, Dave Gray proceed through the MRSC Roster process finding the city a City Attorney on an interim basis until we can hire an in-house full time City Attorney. Asst. City Administrator and Mayor Eiding interviewed by phone, three firms. Mayor Eiding met with Kenyon Disend, PLLC and has entered into an agreement. Ann Marie J. Soto who is a partner with Kenyon Disend, will be assigned to the City to meet our needs in this interim role. Mayor Eiding is requesting confirmation of Ann Marie J. Soto of Kenyon Disend to represent the city on a short-term basis as the Interim City Attorney.			
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Motion to approve the Mayoral confirmation of Ann Marie J. Soto (Kenyon Disend, PLLC) as Interim City Attorney.			
ALTERNATIVES TO RECOMMENDED ACTION: Forward to a future study session for further discussion.			

RESOLUTION NO. 19-0464

**A RESOLUTION OF THE CITY OF EDGEWOOD,
WASHINGTON, RELATING TO THE EMPLOYMENT OF AN
INTERIM CITY ATTORNEY, CONFIRMING THE
APPOINTMENT OF ANN MARIE J. SOTO (KENYON DISEND,
PLLC) AS INTERIM CITY ATTORNEY**

WHEREAS, RCW 35A.12.020 requires the City to make provision for legal counsel, either by appointment of a city attorney or on a full-time or part-time basis, or by any reasonable contractual arrangement; and

WHEREAS, the City is currently seeking application for a full-time in house City Attorney and during the process needs to fill the role on an interim basis; and

WHEREAS, the City has entered into a contract with Kenyon Disend, PLLC on a temporary basis for Ann Marie J. Soto to fill the interim City Attorney role on a contractual basis on June 18, 2019 until December 31, 2019; and

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

Section 1. The City Council hereby confirms the Mayoral appointment of Ann Marie J. Soto, of Kenyon Disend, PLLC as Interim City Attorney.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

ADOPTED THIS 25TH DAY OF JUNE, 2019

CITY OF EDGEWOOD

Daryl Eidinger, Mayor

ATTEST/AUTHENTICATED:

Rachel Pitzel, City Clerk



Ann Marie J. Soto

Partner

phone: 425.392.7090 x 2205
AnnMarie@KenyonDisend.com

Paralegal Contact

Antoinette@KenyonDisend.com

Experience & Practice Area

Ann Marie joined Kenyon Disend, PLLC in 2010, after interning at Kenyon Disend in 2009 and graduating from the University of Washington School of Law. With an undergraduate degree in Geography and Land Use Planning, Ann Marie frequently advises our clients on land use issues and has represented our clients in LUPA cases, Growth Management Hearings Board appeals, plat hearings, and related matters. Ann Marie has also developed a special emphasis on open government issues. She provides public records training to local government employees and officials, as well as our own Kenyon Disend staff, and is often a speaker on Public Records Act compliance. Ann Marie is the City Attorney for the City of Roslyn and Assistant City Attorney for the City of Tukwila.

In addition, Ann Marie has served as interim or acting city attorney or assistant city attorney for several municipalities during vacancies and extended leaves of absence. She served as the interim City Attorney for Burien, interim City Attorney for Lake Forest Park, interim Assistant City Attorney for Mercer Island, and acting City Attorney for Snoqualmie, and has served in a recurring role as a Special Assistant City Attorney for Bellevue since 2012.

Education

University of Washington, School of Law, J.D., 2010
University of Toledo, B.A., cum laude, 2004

Admitted to Practice

Washington, 2010
U.S. District Court, Western District of Washington, 2013
U.S. Court of Appeals, Ninth Circuit, 2016

Professional Activities

Washington State Association of Municipal Attorneys, Board Member
Washington State Bar Association



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Planning Commission Confirmations	Agenda Bill #:	AB19-024
	For Agenda of:	June 25, 2019
	Prepared by:	Darren Groth
ATTACHMENTS (list): ☒ Planning Commission Roster as Appointment by the Mayor, subject to Confirmation		
Review of Materials:		
Mayor, Daryl Eidinger	☐	Expenditure Required: <u>\$0</u>
Asst. City Administrator, Dave Gray	☐	Amount Budgeted: <u>\$0</u>
City Attorney	☐	Appropriation Required: <u>\$0</u>
City Clerk, Rachel Pitzel	☐	Timeline: June 18: Study Session Discussion June 25: Confirmation
Community Development Director, Darren Groth	☒	
Public Works, Jeremy Metzler	☐	
Police Chief, Micah Lundborg	☐	
Fiscal Note/Consideration: N/A		
SUMMARY STATEMENT: In accordance with Section 2.30.020 of the Edgewood Municipal Code (EMC), appointment and reappointment to the Planning Commission shall follow the City Council Rules of Procedures. The Rules of Procedures require applications and interviews for each applicant. The City Council shall interview candidates in a panel format, with all candidates participating in the interview session concurrently. The Mayor shall call on each Council Member to ask questions. Upon completing the interviews, each Council Member will announce their candidate rankings and the City Clerk shall tally the rankings. The rankings shall be provided to the Council and shall be used by the Mayor for consideration in the appointment process. At the Mayor's discretion, the appointment process may take place at a regularly scheduled Council meeting or a special Council meeting following the interview session. The Mayor shall appoint or reappoint and the Council shall confirm or deny the appointments proposed by the Mayor. The Planning Commission recently experienced a vacancy for Position 3 when the incumbent and Chair stepped down from her appointment on the board. Position 3 has a term that expires on June 30, 2020 and needs an appointed commissioner to complete the current term. In addition, four positions (Positions 4-7) have current terms ending on June 30, 2019. Of the four positions nearing the end of their term, only one current commissioner is seeking reappointment. The City Council scheduled interviews for seven new candidates on June 18, 2019. Six applicants were on hand for the interviews and their respective answers were scored by each City Council Member. The scores were tallied and the Mayor is making his appointments based on the interviews and subsequent scorecards. This agenda item is intended to allow City Council to confirm the Mayor's appointments and reappointment for the vacant Position 3 and Positions 4-7 that will see their current terms end on June 30, 2019. The Mayor's appointments are shown on the attachment.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: Confirm the candidates as appointed by the Mayor.		



**CITY OF EDGEWOOD
PLANNING COMMISSION
CURRENT MEMBERSHIP ROSTER**

06/25/2019

Carly Guillory

Position 1 – *Term ending June 30, 2020*

JoAnn Overfield

Position 2 - *Term ending June 30, 2020*

Niomi Zinn

Position 3 - *Term ending June 30, 2020*

Sarah Wagner

Position 4 - *Term ending June 30, 2021*

Jason Ramirez

Position 5 - *Term ending June 30, 2021*

Allison Pincas

Position 6 - *Term ending June 30, 2021*

Karla Slate

Position 7 - *Term ending June 30, 2021*



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Interim Zoning		Agenda Item #:		AB19-025
		For Agenda of:		June 25, 2019
		Prepared by:		Darren Groth
ATTACHMENTS (list): ☒ None				
Approval of Materials:				
Mayor, Daryl Eidinger	☐	Expenditure Required:		
Asst. City Administrator, Dave Gray	☐	Amount Budgeted:		
City Attorney, Carol Morris	☐	Appropriation Required:		
City Clerk, Rachel Pitzel	☐	Timeline: Continuation of the 6-month period for the prohibition on accepting and processing applications for new residential/multi-family development in the TC, C, MUR, and BP zones.		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☐			
Police Chief, Micah Lundborg	☐			
Fiscal Note/Consideration: N/A				
SUMMARY STATEMENT: On April 9, 2019, the City Council adopted Ordinance No. 19-0547. The City provided the requisite public notice of the public hearing, and the City Council held the 60-day hearing on May 14, 2019. During the hearing, City Council heard the staff report and public testimony and subsequently voted to keep the interim zoning ordinance in place for the full six-month period. On May 28, 2019, City Council adopted the findings of fact in support of the interim zoning ordinance. The next discussion regarding the interim zoning ordinance occurred during the June 4, 2019 study session. The conversation focused on scheduling an opportunity to meet with Edgewood citizens in a town hall format, which would enable a two-way dialogue between City Council and citizens. The first town hall meeting was scheduled for June 20, 2019 at 6 p.m. This agenda item is intended to allow City Council to review the town hall meeting and discuss any other questions or concerns with the interim zoning ordinance.				
RECOMMENDED ACTION: Hold a discussion and provide staff guidance regarding the interim zoning ordinance.				