



**CITY COUNCIL MEETING AGENDA
Council Chambers, 1000 Laurel Street**

**December 9, 2019
Monday**

**Special Meeting
7:00 p.m.**

- 1. Call to Order and Flag Salute**
- 2. Roll Call of Councilmembers**
- 3. Additions/Deletions**
- 4. Citizen Participation** (*limited to 20 minutes due to remaining Council business*)
- 5. Consent Agenda**

The following items are distributed to Councilmembers in advance for study and review, and the recommended actions will be accepted in a single motion. Any item may be removed for further discussion if requested by a Councilmember.

A. Minutes Approval:

- i. December 2, 2019

B. Claims Approval:

- i. Approval of checks/vouchers/disbursements numbered 66266 to 66295 in the amount of \$368,618.50.
- ii. Approval of the payroll disbursement of December 5, 2019 in the amount of \$233,666.12.

C. Administrative Contract approval for OMW, City Attorneys

D. Instruction Services Contract approval for Zumba (MAC)

6. Regular Agenda

- A. Facility Use Ordinance 1977-19 second read
- B. Various Fee Ordinance 1978-19 second read
- C. Fee Schedule Update Resolution 19-1926 first and second read

- D. Bridge Development I-5 Seattle – closed record hearing
(Note: This hearing continued from 12/2/19)

7. Council Reports

8. Director Reports

9. Mayors Report

10. Adjournment



Regular Meeting
Monday, December 2, 2019
7:00 p.m.

CALL TO ORDER

Mayor Styron Sherrell called the meeting to order at 7:00 p.m. and Councilmember Whalen led the flag salute.

ROLL CALL

Present: Councilmembers Whitaker, Morton, Ott, Gillespie, Linden, Johnson and Whalen

Absent: None

STAFF PRESENT

Police Chief Hernandez, Public Works Director Afzali, Finance Directors Dunford and Robbecke, Contract Senior Planner Brittany Port, City Engineer Jamie Carter, City Attorney Kari Sand and City Clerk Trisha Summers.

ADDITIONS/DELETIONS

(Ott/Whitaker)" I move to extend the meeting tonight until 10:00PM." **Passed 5,0**

SWEARING IN OF ELECTED COUNCILMEMBERS

Mayor Styron Sherrell administered the Oath of Office ceremony to newly elected councilmembers Jim Gillespie and Phil Linden. Councilmembers immediately took their seats at the dias after the oath.

CITIZEN PARTICIPATION None

CONSENT AGENDA

A. Check Approval Process

- a. Minutes Approval:
 - i. November 18, 2019 Regular Meeting
- b. Claims Approval:

- i. Approval of the checks/vouchers/disbursements numbered 66192 to 66265 in the amount of \$842,342.30.
- ii. Approval of the payroll disbursement of November 20, 2019 in the amount of \$193,936.16.

MOTION (Whalen/Johnson) to approve the Consent Agenda. **Passed 7/0.**

PUBLIC HEARING for Second reading for Proposed 2020 budget

Mayor Styron Sherrell opened the Public Hearing at 7:08 PM.

There were no comments on the 2020 Proposed Budget.

Public Hearing was closed at 7:08 PM.

REGULAR AGENDA

A. 2020 Budget Ordinance 1979-19 Second Read

Finance Director Dunford presented this item for final approval. Ms. Dunford highlighted areas that had been updated since council reviewed on November 18th.

Council expressed they are happy with a clean and detailed budget.

MOTION (Ott/Morton) “to adopt Ordinance 1979-19 approving the 2020 Final Budget setting anticipated revenue, appropriating funding for expenditures, and authorizing staffing levels for 2020.” **Passed 7/0**

B. Bridge Development I-5 Seattle

City Attorney Kari Sand opened the closed record hearing with the Appearance of Fairness questioning of councilmembers. Councilmember Whalen was asked to recuse himself by Councilmember Ott due to the fact that his spouse is the Chair of the Planning Commission and spoke at the October 31, 2019 Hearing Examiner meeting. Mr. Whalen left the meeting and will be called to return for council reports.

Councilmember Johnson was challenged by a party of record, Suzanne Vargo, for her ability to be fair based on comments that were made on social media. Councilmember Johnson advised that she said nothing about the project on social media and that she would bring proof of it to the next meeting. Councilmember Johnson did not recuse herself.

Councilmember Linden recused himself due to the fact that he, too, spoke at the October 31, 2019 Hearing Examiner meeting before he was elected into office. Council member Linden was asked to leave the dias but was able to stay in the audience since he was a party of record.

City Staff Brittany Port and Nick Afzali were given 30 minutes to review the Hearing Examiners recommendation with council.

The applicant was given 30 minutes to present to council a summary of the project consistent with the record as well. Applicant spoke for 20 minutes and held 10 minutes for rebuttal.

The parties of record (citizens) were also given a total of 30 minutes to comment on the Master Plan application and process. No new information was considered, only the information in the record was to be discussed.

Parties of record

Any person speaking on the Bridge Development I-5 project tonight can only do so if they were a party of record on October 31, 2019 at the Hearing Examiner meeting. Council cannot consider any new information and citizens have 30 minutes total.

Speaker	Comments
Betty Taylor	Betty would like to give her time of 4 minutes to Bruce Castle.
Bruce Castle	Bruce spoke about the time frame in which the notification process took place and that he doesn't believe it was fair. The subject of the Environmental Impact study and Hydrogeologic report was discussed and Mr. Castle pointed out the fact that they aren't included. The water wells and the issue of them possibly being contaminated was discussed.
Raymond Hermann	The amount of traffic coming through 5 th Avenue is going to be a problem to the kids waiting for busses and playing in the summer. There doesn't seem to be any police presence now. Disappointed and requests that council votes no on this project.
Joseph Barron	The road improvements don't fit and isn't impressed with the calculations provided by engineers. Feels that roundabout proposed will not work. Concerned that city will be opening itself up for lawsuits due to accidents.
Robert Gill	Worried about traffic and how residents will get out of their driveways. Worried about parking areas being taken away to widen road.
Suzanne Vargo	Spoke about truck trips and the fact that the number has changed from the beginning. Spoke about truck traffic and improvements to road from a level F to a level D. Spoke about the city not being transparent in the process. Spoke about wetlands, runoff and water wells. Asked the council for a no vote on this project.
Greg Amann	The City of Fife concurs with staff and applicant recommendations and Hearing Examiners decision that traffic impacts to Fife have been sufficiently mitigated.

Christy Journey	Opposes opening 5 th Avenue to truck traffic due to quality of life and depletion of home value. Roundabout will not accommodate trucks. No benefit to citizens and taxpayers of Milton besides traffic congestion and loss of a neighborhood.
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Council asked clarifying questions regarding the process and will continue the process on December 9th at the special meeting.

COUNCIL REPORTS

Councilmember Whitaker-

- Nothing to add

Councilmember Morton –

- Welcome to the two new council members and congrats! Thank you to Mark Hutson and Mary Tompkins for their service.
- The deicer seems to be working well and it's nice to have.

Councilmember Ott –

- Welcome to our two new council members.

Councilmember Gillespie -

- It's a pleasure to be here!
- Coats for Tots has kicked off. We are looking to get 40 coats to children in need. The deadline is December 15th. Sponsors welcome!

Councilmember Linden -

- Thank you to the voters for voting me in. I look forward to doing a good job for our city. Thank you to Mark and Mary for their service.

Councilmember Johnson-

- Welcome to our new colleagues and thank you to Mark and Mary for their service.
- Thank you to the citizens for coming to the meeting and sharing your thoughts.

Councilmember Whalen -

- Asked about being able to forward any info he has regarding Bridge project.

DIRECTOR'S REPORTS

Nick Afzali, Public Works Director-

- There is a map on the website showing areas where deicing will take place. The product stays on streets for three days before it goes away.
- The signs for the truck routes are in and will be put up, thank you for your patience!

MAYOR'S REPORT

- Coats for Tots deadline 12/15/19
- Toy Drive for Fife High School going on now.
- The annual tree lighting is Saturday, December 7th at 3pm. Free crafts, chili, gifts and photos with Santa.
- Mayor and Public Works Director Afzali attended a transportation board meeting recently and asked that Milton not be forgotten.
- Happy Birthday Chief Hernandez

ADJOURNMENT

The meeting was adjourned at 10:00 p.m.

Shanna Styron Sherrell, Mayor

ATTEST: _____
City Clerk

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CITY OF MILTON
PAYROLL and CLAIMS VOUCHER APPROVAL
December 9, 2019

Claim Vouchers:

Payroll Disbursements:

Dates	Check #	Amount
11/26/2019	ACH EFT	41,773.53
11/27/2019	66266-66289	303,162.60
11/27/2019	EFT	1,980.97
11/29/2019	EFT	21,104.38
11/30/2019	66290-66295	597.02

Date	Check #	Amount
12/5/2019	66296-66301, ACH/EFT	233,666.12

Total Accounts Payable: \$ 368,618.50 **Total Payroll:** \$ 233,666.12
 Voids - 56256, 58556, 62019, 62450, 64941, 66070
 Printer Error Checks - none

CHECK REGISTER

City Of Milton
MCAG #: 0590

11/25/2019 To: 12/05/2019

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7393	11/27/2019	Claims	1	66266	ANIXTER INC	9,165.62	Electric Supply; Electric Supply; Transformer
					401 - 533 50 31 000 - Operating Supplies	849.97	Line Hardware Anchors
					401 - 533 50 31 000 - Operating Supplies	255.58	Line Hardware Insulators
					401 - 533 50 31 000 - Operating Supplies	8,060.07	Building Transformer- Excel Project
7394	11/27/2019	Claims	1	66267	CDW GOVERNMENT, INC.	283.40	Office Material
					001 - 514 20 31 000 - Office and Operating Supplie:	283.40	Receipt Printer- Utility Billing
7395	11/27/2019	Claims	1	66268	KORUM AUTOMOTIVE GROUP	111.36	Police Vehicle Repair & Maintenance; Police Vehicle Repair & Maintenance
					107 - 521 20 48 001 - Vehicle Repairs and Maintena	59.59	#120 2015 Dodge Charger- Tire Rotation,LOF
					107 - 521 20 48 001 - Vehicle Repairs and Maintena	51.77	#694 Ford F-150- Tire Rotation, LOF
7396	11/27/2019	Claims	1	66269	LEADSONLINE	1,428.00	Police System Renewal
					107 - 521 20 49 001 - Misc/Dues & Memberships	1,428.00	Investigation System Service Package
7397	11/27/2019	Claims	1	66270	MCFARLAND CASCADE HOLDINGS	10,609.75	Electric Material
					402 - 594 33 62 138 - Pole Replacement Project	10,609.75	Electric Utility Poles
7398	11/27/2019	Claims	1	66271	PIERCE CO BUDGET & FINANCE	8,332.76	Liquor Tax; Auditor Election/ Voter Maint; Traffic Services; Info Tech Services
					001 - 514 40 51 000 - Election And Voter Costs	6,817.00	Auditor Election/ Voter Maint
					101 - 542 30 48 000 - Repairs and Maintenance	916.69	Traffic Operations Maintenance Services
					001 - 558 60 41 000 - Professional Services	45.00	IT- Wide Area Network Charges
					107 - 589 30 00 107 - Liquor Board Tax Remit	554.07	3rd Qtr 2019 Profit & Excise Tax
7399	11/27/2019	Claims	1	66272	RAINIER LIGHTING & ELEC SUPPLY	6.47	Late Fee
					401 - 533 50 48 001 - Vehicle R&M	6.47	Late Fees
7400	11/27/2019	Claims	1	66273	RODARTE CONSTRUCTION INC.	188,724.90	Pay Estimate #1
					407 - 594 31 63 112 - Taylor St Pipe Installation	188,724.90	Pay Estimate #1- Taylor St. Drainage Improvements
7401	11/27/2019	Claims	1	66274	SECOMA FENCE INC.	3,833.50	Fence Installation
					001 - 576 80 41 000 - Professional Services	3,833.50	Fence Installation
7402	11/27/2019	Claims	1	66275	SHRED-IT USA LLC	178.16	Shredding Services
					001 - 514 20 41 000 - Professional Services	58.79	Shredding Services Finance
					107 - 521 20 41 000 - Professional Services	119.37	Shredding Services Police
7403	11/27/2019	Claims	1	66276	SIRENNET.COM	344.51	Fleet Material
					001 - 518 30 31 000 - Operating Supplies	172.26	#39 Mini Light Bar
					001 - 576 80 31 000 - Operating Supplies	172.25	#39 Mini Light Bar
7404	11/27/2019	Claims	1	66277	SKILLINGS CONNOLLY, INC	51,228.98	Engineering Services; Engineering Services
					310 - 595 42 63 141 - TIB Yuma Street Overlay	969.85	Engineering Services- Yuma Street Overlay
					310 - 595 42 63 141 - TIB Yuma Street Overlay	50,259.13	Engineering Services- Yuma St Overlay Construction Mgmt
7405	11/27/2019	Claims	1	66278	STANDARD PARTS CORPORATION (NAPA)	193.40	Fleet Material
					406 - 531 30 35 000 - Small Tools and Equipment	96.70	12 Volt Vehicle Jump Starter
					403 - 534 50 35 000 - Small Tools and Equipment	96.70	12 Volt Vehicle Jump Starter

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7406	11/27/2019	Claims	1	66279	SHANNA STYRON SHERRELL	29.16	Reimbursement
					116 - 573 92 41 000 - Fall Bazaar - Prof Svcs	29.16	Craft Bazaar Facebook Ad
7407	11/27/2019	Claims	1	66280	SUNNYSIDE, CITY OF	1,457.00	Jail Services
					107 - 523 60 51 000 - Intergov. Jail Services	1,457.00	Jail Services - October 2019
7408	11/27/2019	Claims	1	66281	SURPLUS AMMO & ARMS, LLC	1,345.15	Police Material
					107 - 521 20 35 006 - Metro Services Small Tools &	1,345.15	Tactical Armor
7409	11/27/2019	Claims	1	66282	TMG SERVICES INC.	706.12	Water Material
					403 - 534 51 31 000 - Operating Supplies	706.12	Treatment Plant Caustic Pump Kit
7410	11/27/2019	Claims	1	66283	TRANSCRIPTION OUTSOURCING, LLC	27.10	Police Services
					107 - 521 20 41 000 - Professional Services	27.10	Police Services- Transcription
7411	11/27/2019	Claims	1	66284	TRANTECH ENGINEERING LLC	18,031.74	Engineering Services
					407 - 594 31 63 112 - Taylor St Pipe Installation	18,031.74	Engineering Services- Taylor St Drainage Project
7412	11/27/2019	Claims	1	66285	UNIFIRST CORPORATION	533.79	Uniforms; Uniforms
					001 - 518 30 20 002 - Uniforms	22.43	Uniforms
					406 - 531 30 20 002 - Uniforms	81.71	Uniforms
					401 - 533 50 20 002 - Uniforms	107.40	Uniforms
					401 - 533 50 20 002 - Uniforms	70.35	Uniforms
					403 - 534 50 20 002 - Uniforms	190.79	Uniforms
					101 - 542 30 20 002 - Uniforms	16.90	Uniforms
					501 - 548 30 20 002 - Uniforms	30.69	Uniforms
					001 - 576 80 20 002 - Uniforms	13.52	Uniforms
7413	11/27/2019	Claims	1	66286	TREASURY DIV.-MONEY CENTE US BANK N.A. - CUSTODY TREASURY	28.00	Safekeeping Fees
					001 - 514 20 49 000 - Miscellaneous	28.00	Safekeeping Fees
7414	11/27/2019	Claims	1	66287	UTILITIES UNDERGROUND LOC CENT	115.50	Monthly Locates
					401 - 533 50 41 000 - Professional Services	57.75	Monthly Locates
					403 - 534 50 41 000 - Professional Services	57.75	Monthly Locates
7415	11/27/2019	Claims	1	66288	WATER MANAGEMENT LABORATORIES	355.00	Water Testing; Water Testing
					403 - 534 51 41 000 - Professional Services	229.00	Water Testing
					403 - 534 51 41 000 - Professional Services	126.00	Water Testing
7416	11/27/2019	Claims	1	66289	WEST COAST CODE CONSULTANTS	6,093.23	Plan Review Fees
					001 - 558 50 41 000 - Professional Services	6,093.23	Plan Review Fees
7474	11/30/2019	Claims	1	66290	KATIE BOLAM	53.95	Reimbursement Reissued
					001 - 513 10 43 000 - Travel	53.95	Travel Reimbursement - Bolam
7475	11/30/2019	Claims	1	66291	HATCH LAURIE	63.25	Reimbursement Reissued
					406 - 531 10 49 000 - Misc/Other Exp	22.31	Permit Tech Class - Reeves/Hatch
					001 - 558 50 49 000 - Miscellaneous	32.75	Permit Tech Class - Reeves/Hatch
					001 - 558 60 49 000 - Miscellaneous	8.19	Permit Tech Class - Reeves/Hatch
7476	11/30/2019	Claims	1	66292	MICHAEL LENTZ	174.68	Reissue Utility Refund
					406 - 343 10 00 000 - Storm Drainage Fees	-90.86	Utility Refund
					401 - 343 30 00 000 - Electric Sales	51.54	Utility Refund
					403 - 343 40 10 000 - Water Sales	-135.36	Utility Refund

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7477	11/30/2019	Claims	1	66293	SHAUN MILLER	18.14	Reimbursement Reissued
		403 - 534 50 43 000 - Travel				18.14	OT Meal Reimbursement - Miller
7478	11/30/2019	Claims	1	66294	JOVANIS RODRIGUEZ	37.00	Reimbursement Reissued
		403 - 534 50 49 002 - Misc/Trng, Registrations				29.60	CDL Tanker Endorsement - Rodriguez Reissued
		101 - 542 30 49 002 - Misc Training/Registrations				7.40	CDL Tanker Endorsement - Rodriguez Reissued
7479	11/30/2019	Claims	1	66295	FELICIA & RAY SHAVIRI	250.00	Reissue - Rental Deposit Refund
		001 - 589 10 00 000 - Refund Facility Deposit				250.00	Rental Deposit Refund Reissued 10/5/19 CB
7385	11/26/2019	Claims	3	EFT	SANDRA LYNN ALLEN	4,500.00	Judge Services
		001 - 512 50 41 000 - Professional Services				4,500.00	Monthly Judge Services
7386	11/26/2019	Claims	3	EFT	JAMES R CARTER	12.00	Reimbursement
		406 - 531 10 43 000 - Travel				4.00	Parking For Training - Carter
		401 - 533 10 43 000 - Travel				4.00	Parking For Training - Carter
		403 - 534 10 43 000 - Travel				4.00	Parking For Training - Carter
7387	11/26/2019	Claims	3	EFT	CIT TECHNOLOGY (QDS)	1,512.70	Copier Lease
		001 - 513 10 45 000 - Operating Rentals and Leases				264.72	Copier Lease
		001 - 514 20 45 000 - Operating Rentals and Leases				37.82	Copier Lease
		001 - 518 30 45 000 - Operating Rentals and Leases				7.56	Copier Lease
		107 - 521 20 45 000 - Operating Rentals and Leases				397.08	Copier Lease
		406 - 531 10 45 000 - Operating Rentals and Leases				161.10	Copier Lease
		401 - 533 10 45 000 - Operating Rentals and Leases				285.90	Copier Lease
		403 - 534 10 45 000 - Operating Rentals and Leases				278.34	Copier Lease
		101 - 542 30 45 000 - Operating Rentals and Leases				15.88	Copier Lease
		501 - 548 30 45 000 - Operating Rentals & Leases				18.91	Copier Lease
		001 - 558 50 45 000 - Operating Rentals and Leases				18.91	Copier Lease
		001 - 558 60 45 000 - Operating Rentals and Leases				18.91	Copier Lease
		001 - 576 80 45 000 - Operating Rentals and Leases				7.57	Copier Lease
7388	11/26/2019	Claims	3	EFT	PIERCE COUNTY SEWER	273.18	Sewer
		001 - 518 30 47 000 - Public Utility Service				34.20	Sewer
		107 - 521 20 47 000 - Utilities				57.66	Sewer
		401 - 533 50 47 000 - Public Utility Services				46.23	Sewer
		001 - 575 50 47 000 - Public Utilities Services - CB				20.70	Sewer
		001 - 575 50 47 000 - Public Utilities Services - CB				57.65	Sewer
		001 - 576 80 47 000 - Public Utility Service				56.74	Sewer
7389	11/26/2019	Claims	3	EFT	SHELL FLEET PLUS	6,729.91	Fuel
		001 - 518 30 32 000 - Operating Supplies/Fuel				148.22	Fuel
		107 - 521 20 32 000 - Fuel				3,759.51	Fuel
		406 - 531 30 32 000 - Fuel				604.78	Fuel
		401 - 533 50 32 000 - Fuel				1,062.60	Fuel
		403 - 534 50 32 000 - Fuel				731.46	Fuel
		403 - 534 51 32 000 - Fuel				116.41	Fuel
		101 - 542 30 32 000 - Operating Supplies/Fuel				158.71	Fuel
		001 - 576 80 32 000 - Fuel				148.22	Fuel
7390	11/26/2019	Claims	3	EFT	WA DEPT OF REVENUE	28,745.74	Excise Tax
		107 - 521 20 35 006 - Metro Services Small Tools &				7.62	Tax Owed - Blue Can Training
		107 - 521 20 35 006 - Metro Services Small Tools &				44.28	Tax Owed - Evike.com
		107 - 521 20 35 006 - Metro Services Small Tools &				26.20	Tax Owed - Eagle Training LLC
		406 - 531 10 44 002 - Excise Tax				1,407.26	Excise Tax - Stormwater
		401 - 533 10 44 002 - Elect Excise Tax				13,963.76	Excise Tax - Electric
		403 - 534 10 44 002 - Water Excise Tax				12,829.60	Excise Tax - Water
		403 - 534 50 31 000 - Office and Operating Supplie:				4.35	Tax Owed - IBoats
		001 - 575 50 44 002 - Taxes On Bldg Rentals				31.84	Excise Tax - Rental
		001 - 589 30 00 000 - Sales Tax Paid To State Gen				430.83	Sales Tax Collected

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7419	11/27/2019	Claims	3	EFT WA DEPT OF REVENUE	1,980.97	Unclaimed Property
		001 - 514 20 49 000 - Miscellaneous			213.93	Late Fees On Prior Year
		632 - 586 00 00 632 - Agency Type Disbursements -			18.00	Unclaimed Property Submitted To State
		001 - 589 90 00 000 - Misc Non-Expenditure			1,749.04	Stop Payment Of Submitted Checks
7480	11/29/2019	Claims	3	EFT US BANK PROCUREMENT CARD	21,104.38	Statement
		001 - 513 10 36 000 - Small Assets/IT			142.86	Webcam For Executive Office
		001 - 513 10 41 000 - Other Services and Charges			10.00	Background Checks
		001 - 513 10 42 000 - Communication			155.39	Comcast/Verizon
		001 - 513 10 43 000 - Travel			50.00	Chamber Lunches
		001 - 513 10 43 000 - Travel			61.86	Tri-City Lunch
		001 - 513 10 49 002 - Misc/Trng, Registrations			45.00	SHRM KC - Summers
		001 - 514 20 31 000 - Office and Operating Supplie:			366.35	
		001 - 514 20 42 000 - Communication			96.66	
		001 - 514 20 49 002 - Misc/Trng, Registrations			25.00	
		001 - 517 90 31 000 - Supplies - Employee Wellnes:			206.25	Health Fair
		001 - 518 30 31 000 - Operating Supplies			398.45	
		001 - 518 30 32 000 - Operating Supplies/Fuel			8.61	
		001 - 518 30 42 000 - Communication			27.46	
		503 - 518 80 41 001 - Professional Services - IT			5,855.30	
		001 - 518 80 42 000 - Communications - Citywide			37.76	
		001 - 518 90 42 000 - Communication			0.09	
		107 - 521 20 31 000 - Office and Operating Supplie:			269.80	
		107 - 521 20 32 000 - Fuel			656.59	
		107 - 521 20 35 006 - Metro Services Small Tools &			275.00	Bang Boxes
		107 - 521 20 41 000 - Professional Services			74.90	
		107 - 521 20 42 000 - Communication			1,548.24	
		107 - 521 20 43 000 - Travel			90.00	
		107 - 521 20 48 000 - Repairs and Maintenance			197.80	
		107 - 521 20 48 001 - Vehicle Repairs and Maintena			1,324.94	
		107 - 523 20 31 000 - Court Work Crew Supplies			131.88	
		406 - 531 10 31 000 - Office and Operating Supplie:			16.02	
		406 - 531 10 41 002 - Advertising			53.20	
		406 - 531 10 42 000 - Communication			52.77	
		406 - 531 30 31 000 - Operating Supplies			11.00	
		406 - 531 30 32 000 - Fuel			349.95	
		406 - 531 30 42 000 - Communication			124.60	
		406 - 531 30 49 001 - Misc Dues & Memberships			5.49	
		401 - 533 10 41 002 - Advertising			0.95	
		401 - 533 10 42 000 - Communications			191.98	
		401 - 533 10 49 000 - Misc/Other Exp			29.96	
		401 - 533 50 31 000 - Operating Supplies			1,577.68	
		401 - 533 50 32 000 - Fuel			158.94	
		401 - 533 50 41 000 - Professional Services			20.00	
		401 - 533 50 42 000 - Communication			390.57	
		401 - 533 50 43 000 - Travel			111.95	
		401 - 533 50 49 001 - Misc/Dues & Memberships			5.49	
		403 - 534 10 42 000 - Communication			186.77	
		403 - 534 50 31 000 - Office and Operating Supplie:			401.88	
		403 - 534 50 32 000 - Fuel			44.51	
		403 - 534 50 42 000 - Communication			524.64	
		403 - 534 50 49 001 - Misc/Dues & Memberships			71.64	
		403 - 534 50 49 002 - Misc/Trng, Registrations			177.48	
		403 - 534 51 31 000 - Operating Supplies			271.06	
		403 - 534 51 47 001 - Public Utility Services			970.94	
		101 - 542 30 31 000 - Office and Operating Supplie:			125.72	
		101 - 542 30 42 000 - Communication			78.10	
		101 - 542 30 49 000 - Misc/Other Exp			4.36	
		101 - 542 90 41 002 - Advertising			1.90	
		501 - 548 30 31 000 - Office & Operating Supplies			260.57	
		501 - 548 30 32 000 - Fuel			74.01	

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Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		501 - 548 30 35 000 -		Small Tools & Equipment	981.68	
		501 - 548 30 42 000 -		Communications	76.47	
		001 - 558 50 31 000 -		Office and Operating Supplie:	80.93	
		001 - 558 50 42 000 -		Communications	77.80	
		001 - 558 60 31 000 -		Operating Supplies	16.03	
		001 - 558 60 42 000 -		Communication	18.12	
		116 - 573 91 41 000 -		Milton Days - Prof Svcs	-300.00	Refund Merry Makers
		116 - 573 92 31 000 -		Fall Bazaar - Supplies	178.62	Hog Dogs, Bake Sale Goods, Vendor Coffee
		116 - 573 92 41 000 -		Fall Bazaar - Prof Svcs	349.09	Health Dept & Drape Rental
		116 - 573 92 41 002 -		Fall Bazaar - Advertising	25.00	Facebook Advertisement
		001 - 576 80 31 000 -		Operating Supplies	29.48	
		001 - 576 80 32 000 -		Fuel	7.18	
		001 - 576 80 42 000 -		Communication	27.42	
		001 - 576 80 43 000 -		Travel	512.13	
		001 - 589 90 00 000 -		Misc Non-Expenditure	25.80	Reimbursed Charges
		310 - 594 18 61 143 -		City Hall Retrofit	246.25	Stain
		407 - 594 31 63 133 -		Citywide Ditch/Culvert Project	371.58	
		402 - 594 33 63 095 -		Curtaiment Project	24.99	
		404 - 594 34 60 129 -		SCADA System Upgrade	5.49	

001 General Fund	28,057.76	
101 Street Fund	1,325.66	
107 Criminal Justice Fund	13,903.55	
116 Community Events Fund	281.87	
310 Capital Improvement Fund	51,475.23	
401 Electric Utility Operations Fund	27,206.06	
402 Electric Capital Improvement Fund	10,634.74	
403 Water Utility Operations Fund	18,202.54	
404 Water Capital Improvement Fund	5.49	
406 Stormwater Operations Fund	3,081.75	
407 Stormwater Capital Fund	207,128.22	
501 Vehicle Repair & Maintenance Fund	1,442.33	
503 Information Technology	5,855.30	
632 Muni Court	18.00	
	368,618.50	Claims: 368,618.50
* Transaction Has Mixed Revenue And Expense Accounts	368,618.50	

Bank Positive Pay Upload _____

CERTIFICATION: 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 and that the claim is a due and unpaid obligation against the City of Milton and that I am authorized to authenticate and certify to said claim.

Auditing Officer: _____

Date: _____

Payroll Disbursements

001 General Fund	66,873.02	
101 Street Fund	3,090.35	
107 Criminal Justice Fund	86,317.94	
401 Electric Utility Operations Fund	24,567.72	
403 Water Utility Operations Fund	31,929.60	
404 Water Capital Improvement Fund	12.74	
406 Stormwater Operations Fund	13,900.58	
501 Vehicle Repair & Maintenance Fund	6,974.17	
	<hr/>	
	233,666.12 Payroll:	233,666.12

CERTIFICATION: 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 and that the claim is a due and unpaid obligation against the City of Milton and that I am authorized to authenticate and certify to said claim.

Auditing Officer: _____
Finance Director

Date: _____

Name	Date	Amount	Merchant Name	Accounting Code	Allocation Amount
AFZALI NICK	11/01/19	\$29.96	SAFEWAY #3545	5331049000	\$29.96
BEDWELL RICKY	10/10/19	\$163.90	LOWES #02346*	5345031000	\$163.90
CAMDEN AMY	11/04/19	\$54.95	TLO TRANSUNION	5212041000	\$54.95
DABSON DONNA	10/09/19	\$13.80	SQ *THE FRYING DUTC	5899000000	\$13.80
DABSON DONNA	10/23/19	\$113.14	AMZN MKTP US*4882C0L93	5142031000	\$113.14
DABSON DONNA	10/23/19	\$241.77	AMZN MKTP US*KB5977IW3	5142031000	\$241.77
DONOVAN PATRICK	10/18/19	\$275.00	PAYPAL *BLUELINEBRE	5212035006	\$275.00
EATON ROBERT	10/15/19	\$110.12	76 - TAHOMA EXPRESS 10	5335032000	\$110.12
EATON ROBERT	10/23/19	\$6.40	FERGUSON ENT#3006	5423031000	\$6.40
HANEY ERIK	10/09/19	\$54.94	TMOBILE*TEL UPGRADE	5212042000	\$54.94
HERNANDEZ ANTHO	10/09/19	\$54.34	EXXONMOBIL 99505364	5212032000	\$54.34
HERNANDEZ ANTHO	10/14/19	\$59.53	MILTON SPIRIT GAS STATION	5212032000	\$59.53
HERNANDEZ ANTHO	10/15/19	\$30.00	GOOD2GOREPLENISH	5212043000	\$30.00
HERNANDEZ ANTHO	10/18/19	\$48.35	MILTON SPIRIT GAS STATION	5212032000	\$48.35
HERNANDEZ ANTHO	10/18/19	\$1,324.94	LES SCHWAB TIRES #427	5212048001	\$1,324.94
HERNANDEZ ANTHO	10/23/19	\$51.01	MILTON SPIRIT GAS STATION	5212032000	\$51.01
HERNANDEZ ANTHO	10/23/19	\$30.00	GOOD2GOREPLENISH	5212043000	\$30.00
HERNANDEZ ANTHO	10/28/19	\$50.13	MILTON SPIRIT GAS STATION	5212032000	\$50.13
HERNANDEZ ANTHO	10/30/19	\$52.88	CHEVRON 0203706	5212032000	\$52.88
HERNANDEZ ANTHO	10/31/19	\$30.00	GOOD2GOREPLENISH	5212043000	\$30.00
HERNANDEZ ANTHO	11/06/19	\$47.44	MILTON SPIRIT GAS STATION	5212032000	\$47.44
HERRON DANA	10/28/19	\$64.90	SHELL OIL 57444026702	5585031000	\$64.90
HUME RUSSELL	10/15/19	\$77.40	SHELL OIL 57444031801	5212032000	\$77.40
HUME RUSSELL	10/21/19	\$69.01	SHELL OIL 57444026702	5212032000	\$69.01
HUME RUSSELL	10/23/19	\$197.80	AMZN MKTP US*9L8D109T3	5212048000	\$197.80
HUME RUSSELL	10/28/19	\$68.14	SHELL OIL 57444026702	5212032000	\$68.14
HUME RUSSELL	11/04/19	\$78.36	MILTON SPIRIT GAS STATION	5212032000	\$78.36
JOHNSON PAUL	11/04/19	\$19.95	DEWALT MOBILELOCK	5212041000	\$19.95
LEE JARROD	10/18/19	\$864.88	NPC*NEW PIG CORP	5335031000	\$864.88
LEE JARROD	10/30/19	\$20.00	LLOYD ENTERPRISES MILTO	5335041000	\$20.00
LEE JARROD	10/31/19	\$12.36	SAFEWAY #3545	5335043000	\$12.36
LUCKMAN NILS	10/16/19	\$15.38	AMAZON.COM*2P4TK96F3 AMZN	5212031000	\$15.38
LUCKMAN NILS	10/16/19	\$15.38	AMAZON.COM*YQ79M1K3 AMZN	5212031000	\$15.38
LUCKMAN NILS	11/06/19	\$104.64	AMZN MKTP US*773T28Z73	5212031000	\$104.64
MAGANA-BEDOLLA	10/10/19	\$6.90	EXCEL SUPPLY COMPANY-S	5423031000	\$0.76
MAGANA-BEDOLLA	10/10/19	\$0.00	EXCEL SUPPLY COMPANY-S	5345031000	\$5.24
MAGANA-BEDOLLA	10/10/19	\$0.00	EXCEL SUPPLY COMPANY-S	5313031000	\$0.55
MAGANA-BEDOLLA	10/10/19	\$0.00	EXCEL SUPPLY COMPANY-S	5335031000	\$0.35
MAGANA-BEDOLLA	10/14/19	\$371.58	MCLENDONS HARD-SUMNER	5943163133	\$371.58
MAYER MARCI	10/09/19	\$970.94	LAKEHAVEN UTILITY DISTRIC	5345147001	\$970.94
MAYER MARCI	10/08/19	\$10.64	COMCAST BELLINGH CS 1X	5335042000	\$5.32
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5345042000	\$5.32
MAYER MARCI	10/08/19	\$422.73	COMCAST BELLINGH CS 1X	5131042000	\$21.13
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5142042000	\$21.14
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5183042000	\$10.57
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5212042000	\$63.41
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5311042000	\$42.27
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5331042000	\$98.28
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5341042000	\$102.51
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5423042000	\$21.14
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5483042000	\$10.57
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5585042000	\$10.57
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5586042000	\$10.57
MAYER MARCI	10/08/19	\$0.00	COMCAST BELLINGH CS 1X	5768042000	\$10.57
MAYER MARCI	10/25/19	\$11.44	AMAZON.COM*JP8XW6IY3 AMZN	5142031000	\$11.44
MAYER MARCI	10/25/19	\$5,855.30	IN *LOCKE SYSTEMS	5188041001	\$5,855.30
MAYER MARCI	10/28/19	\$3.16	VERIZONWRLSS*RTCCR VB	5585042000	\$0.32
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5189042000	\$0.09
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5768042000	\$0.16
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5423042000	\$0.31
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5335042000	\$0.76
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5345042000	\$0.76
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5313042000	\$0.76
MAYER MARCI	10/28/19	\$24.99	VERIZONWRLSS*RTCCR VB	5943363095	\$24.99
MAYER MARCI	10/28/19	\$2,962.83	VERIZONWRLSS*RTCCR VB	5131042000	\$134.26
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5142042000	\$75.52
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5188042000	\$37.76
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5183042000	\$16.89
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5212042000	\$1,429.89
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5311042000	\$10.50
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5313042000	\$123.84
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5331042000	\$20.01
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5335042000	\$384.49
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5341042000	\$10.57

MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5345042000	\$518.56
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5423042000	\$56.65
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5483042000	\$65.90
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5585042000	\$53.75
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5586042000	\$7.55
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5768042000	\$16.69
MAYER MARCI	10/28/19	\$147.38	VERIZONWRLSS*RTCCR VB	5331042000	\$73.69
MAYER MARCI	10/28/19	\$0.00	VERIZONWRLSS*RTCCR VB	5341042000	\$73.69
MENDIOLA PATRIC	10/08/19	\$299.31	LOWES #02346*	5483031000	\$239.93
MENDIOLA PATRIC	10/08/19	\$0.00	LOWES #02346*	5483035000	\$59.38
MENDIOLA PATRIC	10/28/19	\$74.01	SHELL OIL 57444026702	5483032000	\$74.01
MENDIOLA PATRIC	10/31/19	\$342.02	LOWES #02346*	5483035000	\$342.02
MENDIOLA PATRIC	10/31/19	\$112.16	LOWES #02346*	5941861143	\$112.16
MENDIOLA PATRIC	11/01/19	\$134.09	LOWES #02346*	5941861143	\$134.09
MENDIOLA PATRIC	11/01/19	\$161.33	LOWES #02346*	5483035000	\$140.69
MENDIOLA PATRIC	11/01/19	\$0.00	LOWES #02346*	5483031000	\$20.64
MENDIOLA PATRIC	11/04/19	\$90.30	JOANN STORES #2093	5335031000	\$90.30
MERCER CHRISTIA	10/18/19	\$13.16	THE MAIL SPOT	5585042000	\$13.16
RICHARD DAVID	10/09/19	\$147.15	TAHOMA COMMERCIAL FUEL	5313032000	\$147.15
RICHARD DAVID	10/09/19	\$50.24	TAHOMA COMMERCIAL FUEL	5313032000	\$50.24
RICHARD DAVID	10/25/19	\$118.09	TAHOMA COMMERCIAL FUEL	5313032000	\$118.09
RODRIGUEZ JOVAN	10/15/19	\$319.43	PLATT ELECTRIC 007	5335031000	\$319.43
RODRIGUEZ JOVAN	10/31/19	\$20.00	PIETROS PIZZA	5335043000	\$14.00
RODRIGUEZ JOVAN	10/31/19	\$0.00	PIETROS PIZZA	5899000000	\$6.00
ROSE RACHELLE	10/14/19	\$16.49	DOLLAR TREE	5739231000	\$16.49
SLOAN DUSTIN	10/14/19	\$92.88	BEST BUY 00008391	5423031000	\$11.15
SLOAN DUSTIN	10/14/19	\$0.00	BEST BUY 00008391	5345031000	\$79.87
SLOAN DUSTIN	10/14/19	\$0.00	BEST BUY 00008391	5313031000	\$0.93
SLOAN DUSTIN	10/14/19	\$0.00	BEST BUY 00008391	5335031000	\$0.93
SLOAN DUSTIN	10/29/19	\$26.50	THAI BY DAY	5768043000	\$26.50
SLOAN DUSTIN	10/30/19	\$11.92	THE CHANNEL MARKER	5768043000	\$11.92
SLOAN DUSTIN	10/31/19	\$15.46	THAI BY DAY	5768043000	\$15.46
STYRON-SHERRELL	10/11/19	\$10.00	ONLINERME LLC	5739241000	\$10.00
STYRON-SHERRELL	10/11/19	\$180.00	TACOMA-PIERCE COUNTY HEA	5739241000	\$180.00
STYRON-SHERRELL	10/11/19	\$162.13	COSTCO WHSE #0767	5739231000	\$162.13
STYRON-SHERRELL	10/14/19	\$25.00	FACEBK *R5LYPN68Y2	5739241002	\$25.00
STYRON-SHERRELL	10/30/19	(\$300.00)	MERRY MAKERS	5739141000	(\$300.00)
SUMMERS TRISHA	10/09/19	\$25.00	FIFE MILTON EDGEWOOD C	5131043000	\$25.00
SUMMERS TRISHA	10/11/19	\$50.00	PAYPAL *AWC	5183031000	\$12.50
SUMMERS TRISHA	10/11/19	\$0.00	PAYPAL *AWC	5768031000	\$8.00
SUMMERS TRISHA	10/11/19	\$0.00	PAYPAL *AWC	5429041002	\$1.00
SUMMERS TRISHA	10/11/19	\$0.00	PAYPAL *AWC	5331041002	\$0.50
SUMMERS TRISHA	10/11/19	\$0.00	PAYPAL *AWC	5311041002	\$28.00
SUMMERS TRISHA	10/14/19	\$142.86	BESTBUYCOM805648521615	5131036000	\$142.86
SUMMERS TRISHA	10/14/19	\$45.00	CRAIGSLIST.ORG	5183031000	\$11.25
SUMMERS TRISHA	10/14/19	\$0.00	CRAIGSLIST.ORG	5768031000	\$7.20
SUMMERS TRISHA	10/14/19	\$0.00	CRAIGSLIST.ORG	5429041002	\$0.90
SUMMERS TRISHA	10/14/19	\$0.00	CRAIGSLIST.ORG	5331041002	\$0.45
SUMMERS TRISHA	10/14/19	\$0.00	CRAIGSLIST.ORG	5311041002	\$25.20
SUMMERS TRISHA	10/17/19	\$25.00	ASSOCIATION OF WASHINGTON	5142049002	\$25.00
SUMMERS TRISHA	10/22/19	\$129.99	COSTCO WHSE #0767	5179031000	\$129.99
SUMMERS TRISHA	10/22/19	\$25.00	FIFE MILTO* FIFE MILTO	5131043000	\$25.00
SUMMERS TRISHA	10/24/19	\$76.26	SAFEWAY #3545	5179031000	\$76.26
SUMMERS TRISHA	10/31/19	\$61.86	PUERTO VALLARTA	5131043000	\$61.86
SUMMERS TRISHA	11/04/19	\$10.00	ACTIVE SCREENING/PROTECT	5131041000	\$10.00
SUMMERS TRISHA	11/04/19	\$45.00	WPY*SOUTH KING COUNTY SHR	5131049002	\$45.00
TAKIGUCHI TETSU	10/10/19	\$119.90	HC WAREHOUSE/BUCKSTAFF	5212031000	\$119.90
TAKIGUCHI TETSU	10/25/19	\$14.50	AMZN MKTP US*V17TJ6JJ3	5212031000	\$14.50
THACHER MICHAEL	10/21/19	\$20.00	LOWES #02346*	5183031000	\$20.00
THACHER MICHAEL	10/28/19	\$147.39	LOWES #02346*	5183031000	\$147.39
THOMPSON BRENT	10/08/19	\$48.57	76 - TAHOMA EXPRESS 10	5183032000	\$2.91
THOMPSON BRENT	10/08/19	\$0.00	76 - TAHOMA EXPRESS 10	5768032000	\$2.43
THOMPSON BRENT	10/08/19	\$0.00	76 - TAHOMA EXPRESS 10	5345032000	\$15.06
THOMPSON BRENT	10/08/19	\$0.00	76 - TAHOMA EXPRESS 10	5313032000	\$11.66
THOMPSON BRENT	10/08/19	\$0.00	76 - TAHOMA EXPRESS 10	5335032000	\$16.51
THOMPSON BRENT	10/08/19	\$153.85	AMZN MKTP US*O86YW0L23	5183031000	\$153.85
THOMPSON BRENT	10/10/19	\$159.09	CORT ABC SPECIAL EVENT R	5739241000	\$159.09
THOMPSON BRENT	10/11/19	\$61.98	ZORO TOOLS INC	5335031000	\$61.98
THOMPSON BRENT	10/14/19	\$131.88	GATOR WORKWEAR FEDERAL WA	5232031000	\$131.88
THOMPSON BRENT	10/17/19	\$28.56	O'REILLY AUTO PARTS 3725	5345031000	\$14.85
THOMPSON BRENT	10/17/19	\$0.00	O'REILLY AUTO PARTS 3725	5335031000	\$13.71
THOMPSON BRENT	10/17/19	\$14.28	AMAZON PRIME	5345049001	\$4.76
THOMPSON BRENT	10/17/19	\$0.00	AMAZON PRIME	5313049001	\$4.76
THOMPSON BRENT	10/17/19	\$0.00	AMAZON PRIME	5335049001	\$4.76
THOMPSON BRENT	10/18/19	\$14.28	WEST MARINE #24	5768031000	\$14.28

THOMPSON BRENT	10/18/19	\$49.65	76 - TAHOMA EXPRESS 10	5183032000	\$2.98
THOMPSON BRENT	10/18/19	\$0.00	76 - TAHOMA EXPRESS 10	5768032000	\$2.48
THOMPSON BRENT	10/18/19	\$0.00	76 - TAHOMA EXPRESS 10	5345032000	\$15.39
THOMPSON BRENT	10/18/19	\$0.00	76 - TAHOMA EXPRESS 10	5313032000	\$11.92
THOMPSON BRENT	10/18/19	\$0.00	76 - TAHOMA EXPRESS 10	5335032000	\$16.88
THOMPSON BRENT	10/21/19	\$26.30	IBOATS.COM	5345031000	\$26.30
THOMPSON BRENT	10/23/19	\$91.38	ZORO TOOLS INC	5423031000	\$91.38
THOMPSON BRENT	10/24/19	\$43.95	AMZN MKTP US*T22B87MG3	5345031000	\$21.98
THOMPSON BRENT	10/24/19	\$0.00	AMZN MKTP US*T22B87MG3	5335031000	\$21.97
THOMPSON BRENT	11/01/19	\$160.44	AMZN MKTP US*NU97O4UB3	5345031000	\$80.22
THOMPSON BRENT	11/01/19	\$0.00	AMZN MKTP US*NU97O4UB3	5335031000	\$80.22
THOMPSON BRENT	11/01/19	\$22.70	AMZN MKTP US*CR1GR9733	5183031000	\$22.70
THOMPSON BRENT	11/04/19	\$28.55	SAFEWAY #3545	5345031000	\$9.52
THOMPSON BRENT	11/04/19	\$0.00	SAFEWAY #3545	5313031000	\$9.52
THOMPSON BRENT	11/04/19	\$0.00	SAFEWAY #3545	5335031000	\$9.51
THOMPSON BRENT	11/04/19	\$45.37	76 - TAHOMA EXPRESS 10	5183032000	\$2.72
THOMPSON BRENT	11/04/19	\$0.00	76 - TAHOMA EXPRESS 10	5768032000	\$2.27
THOMPSON BRENT	11/04/19	\$0.00	76 - TAHOMA EXPRESS 10	5345032000	\$14.06
THOMPSON BRENT	11/04/19	\$0.00	76 - TAHOMA EXPRESS 10	5313032000	\$10.89
THOMPSON BRENT	11/04/19	\$0.00	76 - TAHOMA EXPRESS 10	5335032000	\$15.43
THOMPSON BRENT	11/04/19	\$30.76	AMZN MKTP US*IU96X3JM3	5183031000	\$30.76
TIMM SUE	10/21/19	\$64.11	CHUCKALS OFFICE PRODUCTS	5586031000	\$16.03
TIMM SUE	10/21/19	\$0.00	CHUCKALS OFFICE PRODUCTS	5585031000	\$16.03
TIMM SUE	10/21/19	\$0.00	CHUCKALS OFFICE PRODUCTS	5423031000	\$16.03
TIMM SUE	10/21/19	\$0.00	CHUCKALS OFFICE PRODUCTS	5311031000	\$16.02
WALSTON ROCKNIE	10/09/19	\$55.21	OFFICE DEPOT #2515	5345131000	\$55.21
WALSTON ROCKNIE	10/21/19	\$215.85	MANUFACTURERS EDGE, INC.	5345131000	\$215.85
WALSTON ROCKNIE	10/28/19	\$439.59	TRACTOR SUPPLY CO #1886	5483035000	\$439.59
WALSTON ROCKNIE	10/31/19	\$5.49	OFFICE DEPOT #2515	5943460129	\$5.49
WETTERLIND PATR	10/21/19	\$72.70	L&I LICENSES	5423049001	\$4.36
WETTERLIND PATR	10/21/19	\$0.00	L&I LICENSES	5345049001	\$66.88
WETTERLIND PATR	10/21/19	\$0.00	L&I LICENSES	5313049001	\$0.73
WETTERLIND PATR	10/21/19	\$0.00	L&I LICENSES	5335049001	\$0.73
ZAHN CLARISSA	11/01/19	\$458.25	BEST WESTERN HOTELS	5768043000	\$458.25
ZAHN CLARISSA	11/04/19	\$1.74	WA DOH EPH*SERVICE FEE	5345049002	\$1.74
ZAHN CLARISSA	11/04/19	\$87.00	WA DEPT OF HEALTH EPH	5345049002	\$87.00
ZAHN CLARISSA	11/04/19	\$87.00	WA DEPT OF HEALTH EPH	5345049002	\$87.00
ZAHN CLARISSA	11/04/19	\$1.74	WA DOH EPH*SERVICE FEE	5345049002	\$1.74
ZUMACH DARRIN	10/10/19	\$114.40	CORONA CLIPPER, INC.	5335031000	\$114.40
ZUMACH DARRIN	10/15/19	\$60.00	THE MILL	5335043000	\$60.00
ZUMACH DARRIN	10/30/19	\$11.59	A SPOONFUL OF SUGAR CAFE	5335043000	\$11.59
ZUMACH DARRIN	10/31/19	\$20.00	PIETROS PIZZA	5335043000	\$14.00
ZUMACH DARRIN	10/31/19	\$0.00	PIETROS PIZZA	5899000000	<u>\$6.00</u>

\$21,104.38

**CITY OF MILTON PROFESSIONAL SERVICES AGREEMENT
CITY ATTORNEY SERVICES**

THIS Agreement is made effective as of this 1st day of January, 2020 by and between the City of Milton, Washington ("City") and Ogden Murphy Wallace, PLLC ("Attorney").

WHEREAS, the City desires the services of a skilled City Attorney; and

WHEREAS, the City does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of an Attorney to provide the necessary services legal services for the project; and

WHEREAS, the Attorney has represented to the City that the Attorney is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish legal services to the City, NOW, THEREFORE,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. General Purpose and Intent.

City legal services on an as-needed basis. The scope of services is further defined on the attached Exhibit A, incorporated by this reference as in set forth in full herein.

2. Services by the Attorney.

A. The City hereby retains the Attorney to provide professional services as defined in this Agreement. The Attorney shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement. The services performed by the Attorney 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.

3. Schedule of Work.

The Attorney shall not begin any work under the terms of this Agreement until authorized in writing by the City. The parties agree that work begin on the tasks described in Section 1 above immediately upon the effective date of this Agreement. A failure to complete the work within the specific timeframe, except where such failure is due to circumstances beyond the control of the Attorney, shall be deemed a breach of this Agreement. The established completion time shall not be extended because of any delays attributable to the Attorney but may be extended by the City, in the event of a delay attributable to the City, or because of unavoidable delays caused by circumstances beyond the control of the Attorney. All such extensions shall be in writing and shall be executed by both parties.

4. Compensation.

General Services: The first sixty (60) hours of general services performed under this contract in any month shall be compensated at the rate of \$250 per hour. Services performed in excess of 60 hours in any month shall be compensated at the specialty rates set forth below. In any given month if services rendered do not total at least 60 hours, the remaining balance of hours will be carried forward to the next month at the \$250 per hour rate.

Specialty Services: Specialty services and services in excess of the General Services month cap, such as litigation, shall be compensated at the following rates:

Members:	\$320 per hour
Associates:	\$250 per hour
Of Counsel:	\$250 per hour
Paralegals:	\$160 per hour

Each of the rates specified above for fiscal year 2020 shall be increased annually by \$10.00/hour effective January 1, of 2021 and 2022. The scope of General and Specialty work is addressed in the attached Exhibit A, incorporated by reference herein. Specific rates for larger scale projects such as Telecommunications and other services subject to third-party reimbursement will be offered at market rates. No travel time will be charged for one City Council meeting per month.

A. The Attorney shall be paid by the City for satisfactorily completed work and services satisfactorily rendered under this Agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. If the services rendered do not meet the requirements of the Agreement, the Attorney will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. Correction of typographical and other clerical errors made by the Attorney shall be made at no cost to the City.

B. The Attorney shall be entitled to invoice the City no more frequently than once per month during the course of the completion of work and services by the Attorney. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The City shall pay all such invoices within 45 days of submittal, unless the City gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the Attorney agrees to perform all services contemplated by this Agreement for no more than said maximum amount. The Attorney shall keep cost records and accounts pertaining to this Agreement available for inspection by the 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.

5. Corrective Changes in Work.

The Attorney shall promptly make such changes and revisions in the complete work provided by this Agreement as may be necessary to correct errors made by the Attorney and appearing therein when required to do so by the City. The Attorney shall make such corrective changes and revisions without additional compensation from the City. Should the City find it desirable for its own purposes to have

previously satisfactorily completed work or parts thereof changed or revised, the Attorney shall make such revisions as directed by the City. This work shall be considered as extra work and will be paid for as negotiated through a written amendment to the Agreement as provided in Section 2.B.

6. Coordination of Contract Documents.

This Agreement consists of this Professional Services Agreement form. If there is any inconsistency between this Professional Services Agreement form and any of the exhibits, the Professional Services Agreement form shall take precedence. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified shall be null and void.

7. Discrimination and Compliance with Laws.

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

B. In the performance of work under this Agreement, the Attorney shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the Attorney's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Attorney shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Attorney shall obtain a City of Milton business license pursuant to the provisions of Chapter 5.04 MMC prior to receipt of written authorization to proceed.

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

8. Termination.

A. The City reserves the right to terminate this Agreement at any time upon written notice to the Attorney. Any such notice shall be given to the address specified in Section 15(A). In the event that this Agreement is terminated by the City other than for fault on the part of the Attorney, a final payment shall be made to the Attorney for all services satisfactorily performed. No payment shall be made for any work following receipt by the Attorney of the notice to terminate. In the event that services of the Attorney are terminated by the City for fault on part of the Attorney, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Attorney in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to the Attorney. Such notice shall indicate the anticipated period of suspension. Any

reimbursement for expenses incurred due to the suspension shall be limited to the Attorney's reasonable expenses and shall be subject to verification. The Attorney shall resume performance of services under this Agreement without delay when the suspension period ends.

9. Standard of Care.

The Attorney 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 the Attorney 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.

Any and all documents, drawings, reports, and other work product produced by the Attorney under this Agreement shall become the property of the City upon payment of the Attorney's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Attorney. Electronic versions of all work products shall be provided to the City in a format compatible with the City software, except to the extent expressly waived in the attached exhibits.

11. Indemnification/Hold Harmless.

The Attorney shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness, or death of employees of the Attorney and/or damage to property, arising out of or resulting from the acts, errors or omissions of the Attorney, its officers, agents, or employees, in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the Attorney's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

12. Insurance.

The Attorney shall procure and maintain for the duration of this 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 Attorney, its agents, representatives, or employees. The Attorney's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Attorney to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

The Attorney 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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Attorney's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Attorney's profession.

B. Minimum Amounts of Insurance

The Attorney 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.

C. Other Insurance Provisions

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the City will be named on all insurance as an additional insured. The Attorney shall submit a certificate of insurance to the City evidencing the coverages specified above, together with an additional insured endorsement naming the City, within fifteen (15) days of the execution of this Agreement and prior to the performance of any work specified

hereunder. The certificates of insurance shall cover the work specified in or performed under this Agreement. The certificate and endorsement must be project and/or site specific. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the City.

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

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

The Attorney 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 Attorney before commencement of the work.

F. Notice of Cancellation

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

G. Failure to Maintain Insurance

Failure on the part of the Attorney to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Attorney to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Attorney from the City.

13. Assigning or Subcontracting.

The Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

14. Independent Contractor.

The Attorney is an independent contractor for the performance of services under this Agreement. The City shall not be liable for, nor obligated to pay to the Attorney, or any employee of the Attorney, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Attorney which may arise as an incident of the Attorney performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Attorney.

15. Notice.

A. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Milton
Attn: Mayor Shanna Styron-Sherrell
1000 Laurel Street
Milton, WA 98354

Attorney:
Kari L. Sand
Daniel P. Kenny
Ogden Murphy Wallace, PLLC
901 Fifth Avenue, Suite 3500
Seattle WA 98164-2008

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of Section 15.A.

16. Non-Waiver.

Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Attorney for any breach of the Agreement by the Attorney, or for failure of the Attorney to perform work required of it under the Agreement by the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement

17. Resolution of Disputes; Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this Agreement shall be the Pierce County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

18. Taxes.

The Attorney will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Attorney.

19. Entire Agreement.

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

20. Risk of Loss.

The Attorney shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Attorney shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

CITY OF MILTON

By: _____
Mayor Shanna Styron-Sherrell

Date: _____

ATTEST:

By: _____
City Clerk

ATTORNEY
OGDEN MURPHY WALLACE, PLLC

By: _____
Kari L. Sand

Date: _____

**CITY OF MILTON
AGREEMENT FOR
INSTRUCTION SERVICES**

1. Parties

This Agreement is entered into between the City of Milton, a Washington municipal corporation ("City"), and Tawny Smith, LLC ("Instructor"), on the dates signed below by City and Instructor (individually a "Party" and collectively the "Parties").

2. Recitals

2.1 The City provides social and recreation services and programs to residents at the Milton Activity Center ("MAC"), both directly and through the use of professional instructors.

2.2 The Instructor has skills and talents in providing adult fitness classes and desires to serve as a senior fitness instructor at the MAC. The City can fulfill a staffing need for the City's senior fitness and recreation program by contracting with the Instructor.

2.3 The Parties wish to enter into this Agreement to define the terms and conditions of their relationship.

NOW, THEREFORE, in consideration of and for the mutual benefits to be derived from this Agreement, including the terms and conditions specified below, the Parties agree as follow:

3. Services Defined; Payment

3.1 Instructor shall provide the City with senior fitness services to include the following activities: Adult fitness at the MAC, all in accordance with the terms and conditions of this Agreement and the description of Services set forth in Exhibit A, attached and incorporated by this reference.

3.2 The City shall pay Instructor a flat fee of \$30.00 per one-hour class as full compensation for the instruction of said class.

3.3 No later than fourteen (14) days after completion of a City of Milton session, Instructor shall provide an accounting showing the attendees of the class.

3.4 Instructor shall provide any additional information or documentation the City may reasonably request to support the amount of payment.

4. Status of Instructor

4.1 Instructor is an independent contractor to the City and shall not receive any benefits extended to City employees, including but not limited to workers' compensation, sick leave or vacation pay, or liability coverage. Instructor shall be solely responsible for the method and

manner of providing the Services, and for all business, tax, insurance, employment, licenses and other requirements of operating as an independent contractor.

4.2 Nothing in this Agreement shall create the relationship of employer and employee between the Parties. Instructor shall be solely responsible for his or her acts and omissions and for the acts and omission of Instructor's employees and agents.

4.3 Instructor shall pay all federal, state, and local taxes and contributions imposed or required by law, including but not limited to employment insurance, FICA, social security, and federal income taxes (collectively "Contributions"). The City shall not, for any reason, be responsible for withholding or otherwise deducting Contributions, or otherwise assuming the duties of an employer with respect to Instructor, or any employee or agent of Instructor.

4.4 Instructor shall obtain a Milton business license and all other required business licenses or permits required to perform this Agreement. Except as otherwise set forth herein, Instructor shall bear all costs and expenses of performing this Agreement, including but not limited to vehicle expenses, automobile insurance, liability insurance, travel expenses, telephone expenses, equipment, costs of Instructor's employees or agents, and supplies.

5. City's Obligations

5.1 The City shall make available to Instructor the Milton Activity Center ("Facility") for performing the Services. The City shall be responsible for generally maintaining such City Facility.

5.2 The City shall identify the Instructor's Services in the City's senior fitness programming materials. In addition, the City, in its sole discretion, may utilize other promotional processes (PSAs, flyers, cable television, websites, etc.) regarding the Services.

5.3 City shall collect all fees from participants and will issue participants punch cards for the appropriate number of paid classes. Each class attended by a participant shall result in one punch to their activity punch card.

6. Instructor's Obligations

6.1 Instructor shall commence the performance of the Services on _____ and shall continue performance until all tasks to be performed are completed, or this Agreement is otherwise terminated.

6.2 Instructor shall ensure that every participant has paid the activity fee. Instruction shall then punch each participant's punch-card each time the participant attends a class. If a participant does not have a punch card, Instructor shall collect the city designated class participation fee and immediately provide the payment to the City in full. Instructor is not allowed to charge a rate that differs from the city designated class participation fee.

6.3 Instructor shall be responsible for cleanup of the Facility, and additionally shall secure the Facility after providing all Services (*i.e.*, after each session or class).

6.4 Instructor shall immediately report to the City in writing (i) all damage observed or caused to any Facility or City Facility or equipment, and (ii) all injuries to people and damage to property that occurs during or as a result of providing any Services.

6.5 Instructor shall be responsible for all damage to the Facility and equipment, and for all injuries to people and damage to property occurring in connection with Instructor's provision of the Services. All damage to City Facilities shall be repaired by the City or by contractors selected by the City, provided that Instructor shall pay to City on demand all costs and expenses of any such repairs.

6.6 If unable to conduct a scheduled class or session, Instructor shall timely provide at Instructor's sole expense a qualified substitute pre-approved by the Mayor. In the alternative, Instructor shall timely notify each participant in advance of the class or session of the cancellation and the date that the canceled class or session shall be rescheduled.

6.7 Instructor shall assure that all participants are properly enrolled through the City prior to their participation in any of the Services. Instructor shall be solely responsible to determine the fitness, suitability or capability of all participants enrolling in or for, or attending, the Services.

6.8 Instructor shall provide all supplies, equipment, and materials required for the Services and shall not store supplies, equipment, or materials at any City Facility without prior written approval from the Mayor.

6.9 During the term of this Agreement and for a period of six (6) months after the Agreement terminates, Instructor shall not solicit the private or alternative instruction of persons that are enrolled or have been enrolled in the Services without prior written approval from the Mayor.

6.10 All information distributed by Instructor relating to the Services, including but not limited to flyers, press releases, and media coverage, shall be approved in writing by the Mayor prior to distribution.

7. Insurance Coverage

7.1 The Instructor's required insurance shall be of the types and coverage as stated below:

- a. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Instructor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37

- 10 01 or substitute endorsements providing at least as broad coverage.
- b. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 7.2 The Instructor shall maintain the following insurance limits:
 - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate limit.
 - 7.3 The Instructor's Commercial General Liability insurance policies is to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Instructor's insurance and shall not contribute with it.
 - 7.4 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - 7.5 The Instructor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Instructor before commencement of the work. Upon request by the City, the Instructor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.
 - 7.6 The Instructor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
 - 7.7 Failure on the part of the Instructor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Instructor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Instructor from the City.

8. Background Check

If Instructor is supervising an activity involving children under the age of 18 or vulnerable adults as determined by City, the City may, in its sole discretion, perform a background check of Instructor consisting of a criminal history check and Department of Licensing check. The City may also perform a personal reference check. The City shall have the sole discretion following a background check to terminate this Agreement immediately. By signing this Agreement, Instructor expressly authorizes City to perform a background and reference check, agrees to execute and deliver any additional documents required by City for the performance of such check, and releases the City from any claim, liability, loss, or damage relating to or arising therefrom.

9. Hold Harmless and Indemnity

The Instructor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney 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 Public Entity.

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 Instructor and the Public Entity, its officers, officials, employees, and volunteers, the Instructor's liability hereunder shall be only to the extent of the Instructor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Instructor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining covenants and restrictions or portions thereof shall remain in full force and effect. Further, if the application of this Agreement to any person or circumstance is held invalid or unenforceable, such determination shall not affect the application of this Agreement to any other persons or circumstances.

11. Term and Termination

11.1 The term of this Agreement is 1 year from the date both Parties have signed the Agreement. To the extent Instructor continues to provide Services beyond the term of the Agreement with the implied or actual consent of City, but without a new or amended contract, Instructor shall continue to be bound by all terms of this Agreement.

11.2 Either Party may terminate this Agreement at any time and for any reason or for no reason at all upon five (5) days' prior written notice to the other Party. A Party that desires to terminate this Agreement shall provide notice to the other Party at the addresses set forth below. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, properly addressed with postage prepaid. If delivered personally or by email, such notice shall be deemed delivered upon receipt.

11.3 If provided to the Instructor, Instructor shall return any keys, access codes, City equipment, and City property to the City no later than fourteen (14) days after expiration of the term or earlier termination of the Agreement. Such items must be returned in a condition similar to that which the item was in before Instructor took possession. Instructor is responsible for any and all costs to repair any such items if necessary following return of the item to the City.

12. Waiver

The failure of a Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent redress or enforcement of any subsequent violation.

13. Assignment

Instructor shall not assign all or any portion of its duties, obligations, or Services under this Agreement without the City's prior written consent.

14. Choice of Law; Venue

All questions concerning the validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Washington. Venue shall lie in the King County Superior Court, and the Parties consent to jurisdiction thereof.

15. Compliance with Laws

Instructor shall comply with all applicable federal, state, and local laws and regulations and City ordinances in performing this Agreement.

16. Attorneys' Fees

In any action arising out of or relating to this Agreement, the prevailing party, in addition to any other relief the court may award, shall be entitled to its reasonable costs, expenses, and attorneys' fees.

17. Entire Agreement

This Agreement expresses the entire agreement between the Parties. No agreement exists between the parties with respect to their rights and obligations which is not fully set forth and contained in this Agreement. This Agreement may be amended only by written agreement of the parties. Neither Party shall be deemed the drafter of this Agreement, and there are no third-party beneficiaries to this Agreement.

18. Survival

The obligations in this Agreement which are not by their nature completed prior to termination or expiration of this Agreement shall be a continuing obligation of that Party.

CITY OF MILTON:

INSTRUCTOR:

By: Shanna Styron-Sherrell
Its: Mayor
Date: _____
Address: 1000 Laurel Street
Milton, WA 98354

Attest:

By: Trisha Summers
Its: City Clerk

Instructor Name

Signature

Date

Address

City, State, Zip

Business Phone or Cell Phone

Email

Exhibit A

Zumba® with Tawny is a fun and encouraging environment where anyone who loves music can get a great workout, dance experience not required! Combining easy to learn steps with Latin music and international rhythms creates a dynamic experience where you're sure to have a good time while you sweat. Come feel the passion and energy that moves YOU!



Agenda Item #6A

To: City Council Members
From: Shanna Styron Sherrell, Mayor
Date: December 9, 2019
Re: **Facility Use Fees and Rules**

ATTACHMENTS: Ordinance 1977-19 Redline
Ordinance 1977-19 Clean

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: “I move to approve Ordinance 1977-19, amending Chapter 2.68 of the Milton Municipal Code relating to facility use fees.”

Fiscal Impact/Source of Funds: None

Discussion: This ordinance is to amend Chapter 2.68 of the MMC and remove fees for facility use and policies pertaining to use of facilities to refer back to the Fee Schedule Resolution and facility rental agreements. This change allows for fees and policies to be changed and not affect the municipal code, making the process more fluid and will reduce costs paid to Code Publishing to update code. This item was brought to council for first read on November 18, 2019.

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ORDINANCE NO. 1977-19

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO FACILITY USE FEES; AMENDING CHAPTER 2.68 OF THE MILTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Council desires to identify facility use fees in one location which shall be the City's fee schedule in order to provide certainty and clarity; and

WHEREAS, the Council desires to identify facility use policies in one location which shall be the City's facility use policy guidelines and application; and

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 2.68 of the Milton Municipal Code is hereby amended to read as follows:

2.68.010 Application for use of city facilities.

Prior to the use of any city facilities, an application must be made on the application form provided by the city. All information requested on the application must be provided in detail by a responsible representative of the group requesting use of the facilities. ~~Such requested use of a city facility is only allowed if the requested use is consistent with the terms of use outlined by City policy or on the use application and the Mayor or designee approves the application. The city clerk or a designated representative shall sign the application indicating that the requested dates are available and that the nature of the intended use is approved. All application must be received at least 10 days prior to the date of intended use.~~

2.68.020 Community building and Milton Activity Center – Use approval guidelines.

Guidelines for rental approval of the community building and The Milton Activity Center or any other rentable facility uses are outlined in the City application and the fee schedule for each location. as follows:

- ~~A.—The use of the facilities may not be restricted on the basis of race, sex, religious affiliation, national origin or political affiliation.~~
- ~~B.—Proposed uses will be limited to activities such as organization meetings, family reunions, anniversary dinners, wedding receptions, etc.~~
- ~~C.—The scheduling of dates for the usage of the facilities will be the responsibility of the city clerk or designee.~~

- ~~D. The city clerk may reject any application if, in their judgement, the anticipated use would not comply with the intent of this chapter.~~
- ~~E. Registered nonprofit organizations will be allowed to use the multipurpose center with no rental charge Monday through Friday (all days starting at 8:00 a.m. and ending at 5:00 p.m.). Said groups will, however, not be exempt from responsibilities of damage or cleaning and shall pay a fee for use of the facilities for supplies, utilities, etc. All registered nonprofit organizations must submit with the application a copy of their registration papers certifying they are a registered nonprofit organization.~~
- ~~F. Right to Revoke Permits. The city reserves the right to revoke or cancel any permit given and to refund any payment made for the use of facilities where it is deemed such action is advisable. Applicant will be given prompt notice of cancellation.~~

2.68.030 Community building and Milton Activity Center – Building rules.

- ~~A. All use restrictions and rules will be outlined by City policy or on the use application for each location. Applications for use of community building and/or multipurpose service center will be approved on a first-come, first-served basis with city programs given priority.~~
- ~~B. Nighttime use of the multipurpose service center from Sunday through Thursday is 6:00 p.m. to 11:00 p.m. Friday and Saturday night use of the multipurpose service center can be from 6:00 p.m. to 2:00 a.m.~~
- ~~C. Daytime use of the multipurpose service center can be from Sunday through Saturday with daytime defined as 8:00 a.m. to 5:00 p.m.~~
- ~~D. Use of the community building will be on a 24-hour a day Sunday through Saturday basis.
 - ~~1. In reference to subsections B and C of this section, if there are not conflicting rentals, the city clerk has the discretion to allow the renter the usage of the building a reasonable time before the rental in preparation of the event.~~~~
- ~~E. Occupancy is limited to the number posted by the fire marshal.~~
- ~~F. Special equipment needed must be provided by the user.~~
- ~~G. All cleaning of the facilities is the responsibility of the applicant and it must be left in the same condition in which it was found on the inside of the building and the adjacent grounds utilized by the applicant for the function or any parking of the guests of the applicant. Applicants are required to remove, at their expense, all materials, equipment, furnishings, or rubbish left after use of the facility. The deposit will be retained until all items are removed and the key returned. If the facility is not left in a clean and undamaged condition, the full amount required for cleaning and/or repairs will be deducted from the deposit. If the cleaning and repairs costs exceed the amount on deposit, the city will invoice the applicant for the outstanding amount owed. If no damage is incurred, all items~~

~~are removed, key is returned, and the building is clean, the deposit will be returned to the applicant within seven working days.~~

~~H.—Alcohol in the multipurpose service center requires the applicant to obtain a banquet permit, which must be displayed in the facility at the time of the use and a copy must be given two working days prior to the rental to the city clerk or designee and attached to the rental form. No alcohol will be allowed in the community building.~~

~~I.—No smoking is allowed in any city facility.~~

2.68.040 Community building – Rental fees and deposits.

Repealed by Ord. 1765.

2.68.050 Milton Activity Center – Rental fees and deposits.

Repealed by Ord. 1765.

2.68.060 Community building and Milton Activity Center – Damage/reservation deposit.

~~A. A damage/reservation deposit may be required. The requirements of such deposit will be outlined by City policy or on the use application for each location. Damage/reservation deposit is payable at the time of the application. Cancellation of the facilities rental agreement prior to the scheduled event shall result in a forfeiture of one half of the deposit. Partial deposit balance to be returned within seven working days.~~

~~B.—The city shall not be liable for injuries or loss of property or vandalism resulting from use of premises or the adjacent parking areas.~~

2.68.070 City Hall – Use approval guidelines.

~~A. Guidelines for approval of City Hall uses are outlined in City policy of the use application for each location. Application Process for the Use of the City Hall.~~

~~1.—Only Milton advisory boards and commissions or other municipalities or governmental agencies may apply to use the City Hall. Other municipalities or governmental agencies are required to submit a completed application seven days prior to use. Any use of City hall must comply with all requirements outlined by City policy or the use application.~~

~~2.—The city clerk may reject any application if the anticipated use would not comply with the intent of this chapter or if the event would result in creating potentially unsafe conditions, i.e., overcrowding.~~

~~3.—Right to Revoke Permits. The city reserves the right to revoke or cancel any permit given and to refund any payment made for the use of facilities where it is deemed such action is advisable. Applicant will be given prompt notice of cancellation.~~

~~4. City Hall use by other municipalities or governmental agencies shall be restricted to weekdays during normal office hours (8:00 a.m. to 5:00 p.m.).~~

B. Cleaning and Damage.

1. Other municipalities or governmental agencies shall be responsible for any cleanup or damage of City Hall facilities during their usage consistent with the requirements outlined in the facility use policy or use application.

~~2. An inspection of the facility by the city clerk or designee shall be made before the applicant uses the facility. The same person who inspected the facility before it was used shall inspect the facility after it is used. If the building is not in the same condition after the applicant's use, the applicant shall be invoiced for any expenses incurred by Milton in the repair or cleanup of the facilities.~~

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

Section 3. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Milton City Council the ___ day of _____, 2019, and approved by the Mayor, the ___ day of _____, 2019.

Shanna Styron Sherrell, Mayor

City Clerk

Approved as to form:

City Attorney

ORDINANCE NO. 1977-19

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO FACILITY USE FEES; AMENDING CHAPTER 2.68 OF THE MILTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Council desires to identify facility use fees in one location which shall be the City's fee schedule in order to provide certainty and clarity; and

WHEREAS, the Council desires to identify facility use policies in one location which shall be the City's facility use policy guidelines and application; and

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 2.68 of the Milton Municipal Code is hereby amended to read as follows:

2.68.010 Application for use of city facilities.

Prior to the use of any city facilities, an application must be made on the application form provided by the city. All information requested on the application must be provided in detail by a responsible representative of the group requesting use of the facilities. Such requested use of a city facility is only allowed if the requested use is consistent with the terms of use outlined by City policy or on the use application and the Mayor or designee approves the application.

2.68.020 Community building and multipurpose service center – Use approval guidelines.

Guidelines for rental approval of the community building and The Milton Activity Center or any other rentable facility uses are outlined in City application and the Fee Schedule for each location.

2.68.030 Community building and Milton Activity Center – Building rules.

- A. All use restrictions and rules will be outlined by City policy or on the use application for each location.

2.68.040 Community building – Rental fees and deposits.

Repealed by Ord. 1765.

2.68.050 Milton Activity Center – Rental fees and deposits.

Repealed by Ord. 1765.

2.68.060 Community building and Milton Activity Center – Damage/reservation deposit.

- A. A damage/reservation deposit may be required. The requirements of such deposit will be outlined by City policy or on the use application for each location.

2.68.070 City Hall – Use approval guidelines.

- A. Guidelines for approval of City Hall uses are outlined in City policy of the use application for each location.

B. Cleaning and Damage.

- 1. Other municipalities or governmental agencies shall be responsible for any cleanup or damage of City Hall facilities during their usage consistent with the requirements outlined in the facility use policy or use application.

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

Section 3. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Milton City Council the __ day of _____, 2019, and approved by the Mayor, the __ day of _____, 2019.

Shanna Styron Sherrell, Mayor

City Clerk

Approved as to form:

City Attorney



Agenda Item #6B

To: City Council Members
From: Shanna Styron Sherrell, Mayor
Date: December 9, 2019
Re: **Various Fees and Rules**

ATTACHMENTS: Ordinance 1978-19 Redline
Ordinance 1978-19 Clean

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: “I move to approve Ordinance 1978-19; amending sections 5.04.050, 5.12.040 and 5.24.040 of the Milton Municipal Code relating to certain license fees.”

Fiscal Impact/Source of Funds: None

Discussion: This ordinance is to amend sections 5.04.050, 5.12.040 and 5.24.040 of the MMC and remove fees for business licenses and gaming licenses. The ordinance refers back to the Fee Schedule Resolution making the process more fluid and will reduce costs paid to Code Publishing to update code. This item was brought to council for first read on November 18, 2019.

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ORDINANCE NO. 1978-19

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO CERTAIN LICENSE FEES; AMENDING SECTIONS 5.04.050, 5.12.040 AND 5.24.040 OF THE MILTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Council desires to identify license fees in one location which shall be the City's fee schedule in order to provide certainty and clarity; and

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 5.04.050 of the Milton Municipal Code is hereby amended to read as follows:

5.04.050 Business license – Fees.

A. Application for a business license shall be made with the State Department of Revenue, Business License Division online or on a form to be furnished for that purpose and shall be accompanied by the fee contained in the City's fee schedule. ~~following fee:~~

- ~~1. Home occupations: \$33.00;~~
- ~~2. Persons employing one to two employees: \$33.00;~~
- ~~3. Persons employing three to five employees: \$66.00;~~
- ~~4. Persons employing six to 12 employees: \$132.00;~~
- ~~5. Persons employing 13 to 25 employees: \$330.00;~~
- ~~6. Persons employing 26 to 50 employees: \$660.00;~~
- ~~7. Persons employing 51 or more employees: \$990.00.~~

B. Each such application shall be signed by the person, firm, or corporation to be licensed. Licenses must thereafter be renewed on or before the date when their state business license is renewed each year.

C. Licenses issued pursuant to this chapter shall be valid for a 12-month year, or balance thereof, in which application is received. There shall be no reduction of any license fee because of the fact that an application is received late in the year. The first renewal shall be prorated based on the new renewal date as set by the State Department of Revenue, Business License Division.

Section 2. Section 5.12.040 of the Milton Municipal Code is hereby amended to read as follows:

5.12.040 License – Fees.

The license fees shall be ~~those fees adopted in the City’s fee schedule. fixed as follows:~~

~~A.—Class 1: \$132.00 per year, payable in advance;~~

~~B.—Class 2: \$198.00 per year, payable in advance;~~

~~C.—Class 3: \$66.00 per year, payable in advance.~~

Section 3. Section 5.24.040 of the Milton Municipal Code is hereby amended to read as follows:

5.24.040 License – Fees.

A. The license fees for conducting any place where billiard tables, pool tables, shuffleboards, video games, automatic baseball or bowling alley games, whether manually or automatically operated, are maintained shall be ~~as outlined in the City’s fee schedule. and are fixed as follows:~~

~~1.—For each video game: \$38.50 per annum payable in advance, nontransferable;~~

~~2.—For each billiard table or pool table: \$27.50 per annum payable in advance, nontransferable;~~

~~3.—For each automatic baseball table, bowling table or shuffleboard table: \$44.00 per annum, payable in advance, nontransferable.~~

B. The license fee required in this section shall be in addition to any state or city license fee required by other ordinances.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Milton City Council the ___ day of _____, 2019, and approved by the Mayor, the ___ day of _____, 2019.

Shanna Styron Sherrell, Mayor

City Clerk

Approved as to form:

City Attorney

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ORDINANCE NO. 1978-19

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO CERTAIN LICENSE FEES; AMENDING SECTIONS 5.04.050, 5.12.040 AND 5.24.040 OF THE MILTON MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Council desires to identify license fees in one location which shall be the City's fee schedule in order to provide certainty and clarity; and

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 5.04.050 of the Milton Municipal Code is hereby amended to read as follows:

5.04.050 Business license – Fees.

- A. Application for a business license shall be made with the State Department of Revenue, Business License Division online or on a form to be furnished for that purpose and shall be accompanied by the fee contained in the City's fee schedule.
- B. Each such application shall be signed by the person, firm, or corporation to be licensed. Licenses must thereafter be renewed on or before the date when their state business license is renewed each year.
- C. Licenses issued pursuant to this chapter shall be valid for a 12-month year, or balance thereof, in which application is received. There shall be no reduction of any license fee because of the fact that an application is received late in the year. The first renewal shall be prorated based on the new renewal date as set by the State Department of Revenue, Business License Division.

Section 2. Section 5.12.040 of the Milton Municipal Code is hereby amended to read as follows:

5.12.040 License – Fees.

The license fees shall be those fees adopted in the City's fee schedule.

Section 3. Section 5.24.040 of the Milton Municipal Code is hereby amended to read as follows:

5.24.040 License – Fees.

- A. The license fees for conducting any place where billiard tables, pool tables, shuffleboards, video games, automatic baseball or bowling alley games, whether manually or automatically operated, are maintained shall be as outlined in the City's fee schedule.
- B. The license fee required in this section shall be in addition to any state or city license fee required by other ordinances.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Milton City Council the __ day of _____, 2019, and approved by the Mayor, the __ day of _____, 2019.

Shanna Styron Sherrell, Mayor

City Clerk

Approved as to form:

City Attorney



Agenda Item #6C

To: Mayor Styron Sherrell and City Council Members
From: Michelle Robbecke, Finance Director
Date: December 9, 2019
Re: **Amending the Fee Schedule**

ATTACHMENTS: Resolution adopting the Fee Schedule

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation/Action: "I move to adopt Resolution 19-1926, the updated Fee Schedule as presented."

Fiscal Impact/Source of Funds: This change reflects the addition of a new fee for fitness classes to be offered at the Milton Activity Center.

Discussion: This resolution reflects the addition of a new fee to Section III. Recreation of the Fee Schedule. The change includes the addition of a new Subsection C. Activities as well as the new fee for fitness classes to be offered at the Milton Activity Center. All other fees in the Fee Schedule remain unchanged.

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Reference	III. Recreation	Rate/Fee/Charge
	A. Rentals	
	The Mayor is authorized to waive the rental fee and/or deposit for registered non-profit organizations, whose mission provides services to the general Milton community or to groups of persons in need within the City. Most of the services provided by the organization should be of the type that government could provide itself. 'Persons in need' shall include poor, infirm, elderly and youth.	
	Community Building Rental	
	Refundable Damage/Cleaning and Key Deposit	\$250.00
	Standard Rental Fees (2 – hours Minimum)	
	City of Milton Residents	\$25 per hour
	Non-Residents	\$35.00 per hour
	Non-Profit Rental Fees	\$10.00 for first 2 hours. For additional hours, standard rates applied.
	Governmental Agencies	No Charge
	Activity Center Rental	
	Refundable Damage/Cleaning and Key Deposit	\$350.00
	Business Hours	
	Full Center (2-hour minimum)	\$70 per hour – resident \$80 per hour – non-resident
	Main Room (2-hour minimum)	\$50 per hour – resident \$60 per hour – non-resident
	Small Meeting Room (2-hour minimum)	\$25 per hour – resident \$35 per hour – non-resident
	Evenings & Weekends	
	Full Center (4-hour minimum)	\$110 per hour – resident \$120 per hour – non-resident
	Main Room (4-hour minimum). Main room cannot be rented separately on weekends	\$85 per hour – resident \$95 per hour – non-resident
	Small Room (4-hour minimum). Small Room cannot be rented separately on weekends	\$65 per hour – resident \$75 per hour – non-resident
	Non-profits and governments	25% Discount
	Recurring Rental Fees	
	Pre-paid, non-refundable rentals for a minimum of six occurrences within a six-month period and only for classes or programs which are open to the public. Mondays - Thursdays only (1-hour minimum, full center), provided that such rentals could be superseded at the sole discretion of the City for Standard Rentals or citywide events.	\$30 per hour
	Other Fees	
	Additional fee for evening/weekend rentals booked and/or changed within 10 business days of rental date	\$250.00
	Business hours are 8:00 AM to 5:00 PM Monday through Friday excluding City holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day). Rentals are available until 10:00 PM Sunday to Thursday and until 11:00 PM Friday and Saturday.	
	B. Events	
	Milton Days	
	Food Vendors	\$125.00
	All Non-Food Vendors	\$90.00
	Non-Profit Clubs, Organizations & Government Agencies	\$50.00
	Electric Connection Fee	\$55.00
	Bazaar	
	Booth	\$40.00
	Late Registration, additional fee	\$10.00
	C. Activities	
	Activity Center	
	Fitness Classes	\$5.00 per session

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Agenda Item #:6D

To: Mayor Shanna Styron-Sherrell and City Council Members
From: Nick Afzali, Public Works Director
Brittany Port, AICP, Contract Senior Planner
Date: December 9, 2019
Re: **Bridge Point I-5 Master Plan**

ATTACHMENTS: 1) Hearing Examiner Recommendation (dated November 18, 2019)
2) Public Record/Hearing Examiner's Exhibit (dated October 31, 2019)
3) Ordinance 1980-19

TYPE OF ACTION:

Information Only Discussion Action Public Hearing Expenditure

Recommendation:

Council Action: Council may make one of four motions using the following language either approving, approving with conditions, remanding to the Hearing Examiner the application, or denying the application:

- (1) Approve the Bridge Point Project Applications** and adopt the Hearing Examiner's Findings of Fact and Conclusions of Law.
- (2) Approve the Bridge Point Project Applications with modifications** and adopt the Hearing Examiner's Findings of Fact, except [SPECIFY MODIFICATIONS] and Conclusions of Law, except [SPECIFY MODIFICATIONS].
- (3) Remand the Bridge Point Project Applications for further review by the Hearing Examiner**, provided the Hearing Examiner is prohibited from conducting another open hearing by state law.
- (4) Reject the Hearing Examiner's recommendations and deny the Bridge Point Project Applications** based upon the following Findings of Fact and Conclusions of Law: [SPECIFY NEW FINDINGS OF FACT & CONCLUSIONS OF LAW].

If the Council moves to adopt the Bridge Point I-5 Master Plan, the Council may also hold a 1st read of Ordinance Number 1980-19, adopting the Bridge Point I-5 Master Plan.

Note: City Council conducted a closed record public hearing as required by the Municipal Code for quasi-judicial actions. An open record public hearing had already been held by the City of Milton Hearing Examiner as required for Process Type V applications. The City Council did not accept new testimony on the proposal as prohibited by Chapter 36.70B RCW at December 2 City Council meeting.

Background: On March 29, 2019, the City received an application for a Planned Development (PD) Master Plan to develop the Lloyds site (gravel quarry in northwest portion of City) into a light industrial/warehousing complex involving four industrial/warehouse buildings totaling approximately 2,043,024sf. The project would demolish existing structures on the site and include grading and fill activities to reclaim the site in accordance with the Surface Mining Reclamation permit from the Washington Department of Natural Resources. To support the industrial/warehousing proposed use, paved parking would be provided for both automobiles and truck trailers, with automobile parking separated from truck maneuvering areas for safety. The site will be landscaped with a 10-ft wide landscaping strip provided around the perimeter of the property, and parking lot landscaping provided as well as vegetation planted within the buffers of two on-site wetlands and within the buffer of Hylebos Creek in accordance with a voluntary agreement with the Puyallup Tribe to restore habitat area and functions associated with the stream.

The project would provide frontage improvements (curb, gutter and sidewalk) along the entirety of its frontage on 5th Ave. Off-site improvements would be constructed to widen 5th Ave to allow sufficient travel lane width (at least 12 feet) for truck traffic, as well as sufficient shoulder to buffer pedestrians from vehicular traffic. In addition, the road bed of 5th Ave would be raised several feet at the crossing of the Hylebos Creek and 5th Ave, where two piped culverts would be replaced with a larger, bottomless box culvert that will restore habitat and functions to the creek, removing a barrier to fish passage at this crossing.

At the intersection of 5th Ave and Porter Way, where the majority of the truck traffic for the project is proposed to travel, a roundabout or other intersection improvement would be provided that would mitigate the projects impacts as well as the existing level of service deficiency (LOS F) at that intersection. The City has recently received an approximately \$3,000,000 grant from the State to improve the intersection of Porter Way and Pacific Hwy (SR-99). The applicant has committed approximately \$450,000 towards this effort as a payment in lieu of required improvements to mitigate the projects congestion at this intersection.

In addition to the required traffic improvements to 5th Ave, the intersection of 5th Ave and Porter Way, and payment towards the City's newly funded project improving the intersection of Porter Way and Pacific Hwy, the applicant would also pay approximately \$1,421,310 (calculated based on 2019 fee structure) in traffic impact fees as required by the City's Traffic

Impact Fee ordinance, to mitigate traffic impacts associated with the development throughout the City.

Between March 29, 2019 and October 31, 2019, City staff provided timely notice in accordance with MMC 17.71.120. A neighborhood meeting was held on June 5, 2019, and a notice of public hearing and revised notice of public hearing were both posted in advance of the open record hearing before the Hearing Examiner. On October 31, 2019, the City of Milton Hearing Examiner held the required open record hearing on the proposal. His recommendation is attached to this memorandum.

At this time, the Milton City Council is being asked to conduct the required closed record hearing on the master plan. Master Plan permits are Process Type V decisions in which the Hearing Examiner is tasked with holding an open record hearing and evaluating the record and all written comments received prior to and testimony provided at the public hearing. The Hearing Examiner will create a complete record of the hearing including all exhibits introduced at the hearing. The Hearing Examiner then provides a recommendation to the City Council based on the record and review of the project with applicable city development regulations. The City Council then conducts a closed record hearing based on the recommendation and record as heard before the Hearing Examiner. At a closed record hearing, there is no additional public testimony and the City Council must make a decision based on the record developed before the Hearing Examiner and his recommendation.

At this closed record hearing, upon review/presentation of the record and the Hearing Examiner's recommendation, the City Council may do one of four things with the proposal:

1. Approve the application; or
2. Approve the application with modifications; or
3. Remand the application to the hearing examiner for further review, provided the hearing examiner may not conduct another hearing as prohibited by Chapter 36.70B RCW [*which states that not more than one open record hearing may be held for a development application*]*; or
4. Deny the application.

*Added for clarification

Discussion: The Milton City Council is being asked to make a decision on the project record as presented to the City of Milton Hearing Examiner and his recommendation on the Bridge Point I-5 Seattle Master Plan. The City Council should be prepared, if they object to any of the Hearing Examiner's conclusions of law and findings of fact relating to consistency of the project and the City's development regulations and Comprehensive Plan, to make factual objections based on the review and approval criteria contained within MMC 17.38.070 and all other applicable City of Milton codes or development standards.

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November 19, 2019

Barghausen Consulting Engineers
Attn: Dan Balmelli
18215-72nd Avenue South
Kent, WA 98032

Bridge Development Partners
Attn: Spencer Mayes
10655 N.E. 4th Street, Suite 210
Bellevue, WA 98004

**RE: LUA 2019-0008, LUA 2019-0009, LUA 2019-0010
BRIDGE POINT 1-5 SEATTLE**

Dear Applicant:

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

Very truly yours,

STEPHEN K. CAUSSEUX, JR.
Hearing Examiner

SKC/jjp
cc: Parties of Record

OFFICE OF THE HEARING EXAMINER

CITY OF MILTON

REPORT AND RECOMMENDATION

PROJECT NO.: LUA 2019-0008, LUA 2019-0009, LUA 2019-0010
BRIDGE POINT 1-5 SEATTLE

**APPLICANTS/
PROPERTY OWNERS:** Barghausen Consulting Engineers
Attn: Dan Balmelli
18215-72nd Avenue South
Kent, WA 98032

Bridge Development Partners
Attn: Spencer Mayes
10655 N.E. 4th Street, Suite 210
Bellevue, WA 98004

PLANNER: Brittany Port, AICP- Contract Senior Planner

SUMMARY OF REQUEST:

Master plan approval and site plan review approval to develop a 118 acre site (the Lloyds gravel quarry) with four industrial/warehouse buildings totaling approximately 2,043,024 square feet along with paved parking and truck maneuvering areas, landscaping, stormwater facilities, water and sanitary sewer extensions, a street vacation, frontage road improvements, off-site roadway improvements along Milton Road/5th Avenue, and at the intersection of Milton Road/Porter Way and Porter Way/Pacific Highway. Buffer averaging is proposed for two on-site wetlands. The site is located at 38000 Milton Road South.

SUMMARY OF RECOMMENDATION: Approval, subject to conditions.

DATE OF RECOMMENDATION: November 19, 2019

PUBLIC HEARING:

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

The hearing was opened on October 31, 2019 at 9:01 a.m.

Parties wishing to testify were sworn in by the Examiner.

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

- EXHIBIT A - Planning and Community Development Staff Report**
- EXHIBIT 1 - Master Application**
- EXHIBIT 2 - Pre-Application Meeting Summary**
- EXHIBIT 3 - Title Report**
- EXHIBIT 4 - Contract to Purchase Letter from Land Lloyd Development Co.**
- EXHIBIT 5 - Certificate of Water Availability**
- EXHIBIT 6 - Certificate of Power Availability**
- EXHIBIT 7 - Site Specific Sewer Information**
- EXHIBIT 8 - Lighting Plan**
- EXHIBIT 9 - Geotechnical Report**
- EXHIBIT 10 - Notice of Complete Application**
- EXHIBIT 11 - Notice of Application and Neighborhood Meeting**
- EXHIBIT 12 - Interagency Memorandum for SEPA Optional Notice of Application**
- EXHIBIT 13 - Memorandum from WSDOT**
- EXHIBIT 14 - SEPA Comments on NOA from DOH**
- EXHIBIT 15 - SEPA Comments on NOA from Muckleshoot Indian Tribe**
- EXHIBIT 16 - SEPA Comments on NOA from Lakehaven Water & Sewer District**
- EXHIBIT 17 - SEPA Comments on NOA from Pierce Transit**
- EXHIBIT 18 - SEPA Comments on NOA from City of Federal Way**
- EXHIBIT 19 - SEPA Comments on NOA from Tacoma-Pierce County Health Department**
- EXHIBIT 20 - Elliott Comment Letter**
- EXHIBIT 21 - Third Party Review Letter of Traffic Impact Analysis**
- EXHIBIT 22 - Third Party Review Letter of Critical Area Reports**
- EXHIBIT 23 - Fire Comments by East Pierce Fire & Rescue**
- EXHIBIT 24 - City 1st Substantive Review Letter**
- EXHIBIT 25 - Applicant Response to City 1st Substantive Review Comments**
- EXHIBIT 26 - Revised Site Plan**
- EXHIBIT 27 - Site Cross Sections**
- EXHIBIT 28 - Revised Preliminary Civil Engineering Design Plans**
- EXHIBIT 29 - Revised Preliminary Stormwater Site Plan**
- EXHIBIT 30 - Revised Stormwater Pollution Preservation Plan**
- EXHIBIT 31 - Revised Preliminary Landscape Planting Plans**
- EXHIBIT 32 - Revised Traffic Impact Analysis**
- EXHIBIT 33 - Revised SEPA Checklist**
- EXHIBIT 34 - Applicant Response to Critical Area Comments**
- EXHIBIT 35 - Revised On-Site Wetland and Fish and Wildlife Assessment Report and Mitigation Plan**
- EXHIBIT 36 - Revised Off-Site Wetland and Fish and Wildlife Assessment**

- Report and Mitigation Plan**
- EXHIBIT 37 - Revised Off-Site Biological Evaluation**
- EXHIBIT 38 - Significant Tree Survey and Retention Plan**
- EXHIBIT 39 - Applicant Response to Geotechnical Engineering Comments**
- EXHIBIT 40 - Revised Master Plan Document**
- EXHIBIT 41 - Memorandum from Applicant to City of Fife Re: Pro-Rata Share of Traffic Impact Fees**
- EXHIBIT 42 - Letter from City of Fife to City of Milton Re: Pro-Rata Share of Traffic Impact Fees**
- EXHIBIT 43 - Third Party Review Letter of Revised Critical Area Reports**
- EXHIBIT 44 - SEPA Mitigated Determination on Non-Significance**
- EXHIBIT 45 - Notice of Public Hearing**
- EXHIBIT 46 - Puget Sound Clean Air Agency Comment Letter**
- EXHIBIT 47 - Puyallup Tribe Appeal of MDNS**
- EXHIBIT 48 - City of Federal Way Appeal of MDNS**
- EXHIBIT 49 - Vargas Comment Letter**
- EXHIBIT 50 - Revised Notice of Public Hearing**
- EXHIBIT 51 - Notice of Administrative Appeal Hearing**
- EXHIBIT 52 - Cosner Comment Letter**
- EXHIBIT 53 - Stockdale Comment Letter**
- EXHIBIT 54 - Radant Comment Letter**
- EXHIBIT 55 - Boyle Comment Letter**
- EXHIBIT 56 - Barron Comment Letter**
- EXHIBIT 57 - Puyallup Tribe Stipulated Dismissal of Appeal**
- EXHIBIT 58 - Modified MDNS**
- EXHIBIT 59 - Federal Way Voluntary Appeal Withdrawal**
- EXHIBIT 60 - City of Milton Power Point Presentation**
- EXHIBIT 61 - Applicant Consultant Resumes/Qualifications**
- EXHIBIT 62 - Castle Comment Letter**
- EXHIBIT 63 - Staff Report**
- EXHIBIT 64 - Addendum to Staff Report**

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

BRITTANY PORT appeared, presented the City Staff Report and a power point presentation. She testified that the project site is currently an active gravel quarry zoned PD. The owner stockpiles material and engages in topsoil production. The PD zone defers required studies to the time of a proposed use, which then allows the applicant to reclaim and grade the site to fit the use. Requirements for the proposed use include landscaping, water and sewer extensions, and street improvements. The development proposal will need to meet all master site plan approval requirements as set forth in the code. The City responsible official issued a threshold MDNS following SEPA review and

imposed 24 mitigating measures. The MDNS was modified to address traffic in Federal Way. The City deemed the application complete on April 17, 2019. Staff reviewed the application in accordance with Comprehensive Plan policies and noted that the warehouse project will create between 900-1,200 family wage jobs. Traffic improvements will upgrade the level of service of the Porter Way/SR-99 intersection from its current LOS F to LOS D. The proposed use is consistent with the zoning code, as it accommodates mainly warehouses and offices. The proposed uses are similar to those allowed in the M1 zone, and all bulk regulations are met. Conditions require additional landscaping to buffer residential uses as well as an acoustical evaluation by an expert. The project meets all parking ratios. Staff recommends approval subject to compliance with 17 conditions. Staff recommends increases in the height of the buildings as they are well-removed from property lines. The project will have no adverse impact on Hylebos Creek and will protect wetlands. The TIA shows 3,000 plus total vehicle trips per day, but also shows that all intersections will operate at LOS D or better following improvements. The two environmental appeals filed by the City of Federal Way and the Puyallup Tribe have been withdrawn subject to compliance with new conditions.

BRIAN LAWLER, attorney at law representing the applicant, appeared and thanked the City for its review and work, and the work of the Tribe and Federal Way to reach mitigation agreements that allowed them to withdraw their appeals. Voluntary mitigation addresses both appeals. The project satisfies all City code requirements and the applicant accepts all conditions of approval.

JUSTIN CARLUCCI, manger of the applicant's local office, appeared and testified that they propose light industrial and warehouse distribution type uses on the site. Their headquarters are in Chicago. As the population in the Northwest grows, so does the need for warehouses and distribution offices. They propose constructing the project in two phases between late 2022 and 2024. They are presently negotiating with five to six tenants for light warehouse and distribution uses. They could also incorporate light manufacturing uses and other types of uses. Present potential tenants include an auto parts distributor, moving and storage, business, storage of goods in pods, door distribution, machinery company distribution, and paper distributor.

SPENCER MAYES appeared and testified he is the senior vice president of development for Bridge. All of their officers have extensive experience. They have worked with City staff, the Tribes, DOT, DOH, Federal Way, and specifically the Puyallup Tribe. They accept all conditions of approval and MDNS mitigating measures.

JEFF SCHRAMM, traffic expert, appeared and testified that he has performed hundreds of traffic studies, and that this study is one of the most comprehensive. DOT and the City had their consultants review his TIA. He also worked with Federal Way and Fife. He provided an initial analysis and responded to comments with an updated report. The purpose of his analysis is to evaluate the impact of traffic on both the immediate and the extended areas. He evaluated the distribution of both employee and truck traffic. He also considered the gravel pit trucks. New truck traffic from the site will primarily travel north and make a right

turn upon leaving the site and will not travel to the south. Federal Way was concerned about congestion on Enchanted Parkway. However, most of the truck traffic from this project will go to the Port of Tacoma. They will regrade and improve 5th Avenue to accommodate trucks. They will monitor the pavement and perform further evaluations. He also considered the intersection of 5th and Porter. That intersection now operates at LOS F. The southbound movement on Porter is failing. A roundabout is the best option and they now have a preliminary design. The challenge is trucks using the roundabout, and they will provide a rolled curb to accommodate trucks. Returning trucks will go around the roundabout, and they have designed it to accommodate the largest trucks. The roundabout will improve the LOS significantly at build out of the project. Concerning the intersection with SR-99, they will extend the right turn lane on Porter and will improve the signal operation in accordance with their work with DOT. They will pay a Traffic Impact Fee of approximately 1.4 million dollars. This will be a direct payment in addition to the described improvements. The City also has a long term plan for improving 5th. They will pay a proportionate share of approximately \$111,000 to the City of Fife, and a proportionate share to Federal Way to upgrade three intersections. The cities will build out the improvements.

MR. MAYES reappeared and testified that the total amount of money paid to the cities for direct payments and improvements represents eight to ten million dollars.

SCOTT JOHNSON appeared and testified that he has raised a family of four plus foster children. He is a 30 year resident of Milton and bought his house from his parents. He had a question about the notice as he never received notice of any of the meetings. Today is his first chance to make comments. Salmon spawn in the creek and will not have protection. The City does not have adequate right-of-way to improve the road. Over the last four years he has not been able to get out of his driveway between 2:30 and 4:00. People will lose their property when the City condemns it for the roundabout. He agrees that something needs to be done and does not want trucks coming down the road.

RAYMOND HERMANN appeared and testified that he has had issues with truck traffic over the past five to six years. Trucks do not abide by the 25 mile per hour speed limit. He agrees with the first speaker. The 5th improvements will be in front of his home. What will they do about the wetlands? No one had adequate notice of this project. 5th will have to accommodate more traffic and it will affect a lot of people.

NOAH DOUGLAS appeared and questioned the number of jobs that will be provided in Milton.

BRYAN ALDERMAN appeared and testified that he resides on 5th Avenue and has lived in Milton for the past eight years. How will the roundabout help the Porter Way/SR-99 intersection? Only one traffic lane in each direction is on the bridge over I-5. He has concerns as the semis now travel faster than 30 miles per hour. What about the school buses? Trucks will come along the road while children wait for the school bus. He does not want children playing on an industrial road. They should continue routing semis to the

north and not the south. He cannot get onto 5th Friday afternoons. They have to plan their days around the traffic. The number of semis using the road is bad now.

BRUCE CASTLE appeared and testified that he is a retired geologist and opposes the MDNS. He does not approve the mitigating measures. He had no notice of the project and learned about it on October 17. Others had five months to consider it. This is a massive project and needs careful consideration. We must look at what documents are there and what documents are not there. Concerning notice, a large project such as this one needs a much wider notification. People need more time to consider it. Why can't there be a notice posted in the library or copies of the studies provided in the library? Why should people have to go to staff? People are stakeholders as they are heavily invested in their homes. He didn't see three critical documents: an environmental site assessment, hydrogeologic report, and risk management plan. We don't know anything about the site. They have not performed a hydrological report. There is no risk management plan. What about the petroleum pipeline? The absence of studies is glaring. How can the MDNS be approved without these documents? Furthermore, the reports are constrained to the 118 acre project site. There is no discussion of the project's impact to the area. There is no consideration of Federal Way's high density residential zone and how the project interacts therewith. We are not seeing this project in the big picture.

SUZANNE VARGO appeared and testified that she is a Federal Way resident and works in Federal Way at the Weyerhaeuser building. The watershed is important and the City should have required an EIS to evaluate the project and its impacts on the upper plateau. Federal Way rezoned property to HDR along the project's north property line. Does this project comply with the Hylebos Creek plan that provides criteria for development along the creek? Did the applicant include impervious surfaces in the runoff calculations, and did it divert the discharge to the creek? We need to have a hydrogeologic study to determine the answers to these questions. Trees provide a food source. We must incorporate the project with the creek plan. The Weyerhaeuser project generates 700 trips, but only 300 are estimated here. A pipeline runs along 5th Avenue and the wetland. Lloyds dumped material from the site into a wetland in Federal Way. The process here is for show only. The signage is not located in a proper place. Look at all of the impacts. We have no idea who will occupy the buildings.

PHIL LINDEN appeared and testified that water quality is very important. We need homes in the area, not warehouses. The bottleneck is the two lane bridge. Extending the right turn lane will not do a lot. This area is probably the worst traffic area in the City. 700 seniors will add many more car lengths. The impact of this project will be felt by all.

JACKIE WHALEN, a member of the Planning Commission, appeared and testified that she is speaking personally, not as a commission member. She also disclosed that her husband is a Milton City Councilmember. This project was included in the 2003-2004 Master Plan. The area around the site is not residential. We must do the maximum to protect the creek. She has long struggled with truck traffic to include its smell and noise. This project will create a drastic change in the area. We must have sidewalks and other

safety features in the area. We cannot protect citizens from thousands of trucks. Pollution will occur on the site and we must protect our citizens and the creek.

JOSEPH BARRON appeared and testified that he is not a 30 year resident, but has only moved to Milton recently. They found property here on Juniper. The City required him to perform street improvements and no one mentioned that the State would want to purchase his property. He has a low opinion of the City. He notes a lack of paperwork and studies. This project will affect everyone in the area. He can't imagine that they will develop only a portion of 5th, as 5th should be a four lane road. What is the cost to the people? He will have a wider road on his front step. A lot of industrial land is located along SR-99 and that is the place to put a warehouse park. Even if 5th is widened the project will not fit. Too many people and children live there. Trucks are up to 55 feet long and cannot make the turn at Porter and Milton Road. Here, the City is not thinking about the cost. They could easily add 50 percent to the cost and should buy out the abutting property owners. The aquifer is also our water. The City has a history of bad water and had to cleanout its facilities. The aquifer will not last if we can't perc water into the ground. He can see the Porter and SR-99 intersection, and this is not an area for commercial development.

BETTY TAYLOR appeared and testified that the City has not thought this project out. There are so many unknowns to this project. The applicant proposes to put warehouses on it and then rent them out. The applicant and the City will make a profit, but at what impact to residents. She bought her home five years ago when she moved from Kent and then eventually to Milton. They don't want their lifestyle ruined by more warehouses. Profit will change the culture. Children will now live with trucks going by all day. Other uses could be beneficial to the area. They will stop this project.

MS. PORT reappeared and testified that the Milton Municipal Code requires notice to property owners within a 500 foot radius of the property boundaries. The City provided the notice on May 1, 2019, and also published the notice in the News Tribune. The applicant posted a notice board on the site and it was also included on the City's website. The City also published notice of the public hearing, mailed notice to property owners within a 500 foot radius from the property boundaries, and also provided notice to those who commented. The environmental review consisted of evaluating a SEPA checklist that disclosed all known environmental issues. The City published the checklist and agencies commented. The MDNS includes conditions necessary to mitigate the environmental impacts of the project. No impacts are not mitigated assuming compliance with mitigating measures.

JEFF PARSONS appeared and testified that he conducted a third party environmental review for the City. His task was to review the applicant's technical material and determine whether it complied with the municipal code. He provided comments on the applicant's studies and reviewed the applicant's proposed voluntary actions within the creek. Voluntary action is not required by the critical areas ordinance. A hydrological study is required by MDNS mitigating measures, and there are working with DOT on the road improvements for 5th Avenue. The studies performed to date show that the lower aquifer is

artesian, which means that water is flowing upward and prevents infiltration of stormwater.

MR. LAWLER reappeared and testified that the applicant has made no requests for speed limit increases.

MS. PORT reappeared and testified that the City has not proposed increasing the speed limit.

MR. CARLUCCI reappeared and testified that they will create 900 to 1,200 jobs from entry level to management. Jobs of all different skills will be available and people can advance within the project. Wages will vary from \$35,000 to \$100,000.

MR. SCHRAMM reappeared and testified that his TIA went well beyond the normal analysis. They needed to focus on the operation of streets and intersections. Each jurisdiction has its own criteria. He went through the process comprehensively. They measured traffic for both a full day and during the peak hours. The project will generate 3,000 vehicle trips per day, but only 480 will be truck trips. They also measured the LOS of impacted intersections. The City and its independent expert (TSI), DOT, as well as the cities of Fife and Federal Way and their independent experts reviewed his traffic study. They comprehensively evaluated the study more so than any he has ever done. All of the traffic professionals reviewing his report determined that conditions would be adequate. He visited 5th Avenue a dozen times and observed traffic and truck speeds. The citizen testimony is accurate. Fifth is signed at 25 miles per hour, and they have no proposal to increase it. In his opinion the 25 mile per hour speed limit is appropriate. The concerns raised about traffic have nothing to do with Milton. He noted that trucks use 5th to avoid I-5 back-ups, which is the reason why a large amount of trucks presently use 5th. The City can enforce its traffic laws. They will construct 5th to City standards and are working on pedestrian facilities. They will provide mitigation money to help the City improve the entire length of 5th. Fifth has a 60 foot wide right-of-way for most of its length, although some parts may not. Fifth does have adequate width for the improvements. They would construct it with two lanes, one in each direction, along with pedestrian improvements. The City can widen the road if it desires. If it is widened, non-City traffic would use the road. Portions of the road are now 20 to 22 feet and they will widen it to 24 feet. The roundabout will be installed at an intersection that is difficult to negotiate now. The roundabout will allow a smooth and even flow and will eliminate the queue caused by the LOS F movement. The design of the roundabout has been reviewed by seven traffic experts. The design will accommodate all trucks, regardless of length. They must ensure that it will accommodate all trucks the same as the Porter/SR-99 intersection. Testimony indicated that the two lane bridge over I-5 creates the problem for traffic, but it does not. The problem is the intersection at SR-99 and Porter. They have identified mitigation to include extension of the right turn lane and modification of the signal. They evaluated traffic during the morning and evening peak periods and noted ten to 15 percent of the daily traffic volume occurs during the a.m. period and less during the p.m. peak period. He noted specifically the left turn movement at SR-99. Some vehicles will use 376th to go north. They used a traffic model to determine where future employees will likely live. Some traffic

will use roads to the north of the site. However, trucks will use SR-99/Porter and Fifth. Their mitigation to 376th is part of Federal Way's requirement. The intersection of 5th/376th will include a turn lane or mini roundabout. At 373rd and SR-99, an un-signalized intersection, Federal Way will build a two lane roundabout. They will pay \$325,000 as their proportionate share, or in the alternative, will install a temporary signal. They considered using 376th as the primary access, but 5th and Porter is a better route and the mitigation will help more in that area. The applicant performed all studies required by the code. The hydrological study will be done in the future per code. They are not seeking a waiver, but are providing a risk management plan. If contaminants are found, they will comply with DOE regulations to include the Model Toxic Control Act.

DAN BALMELLI, Barghausen Engineers, appeared and testified that his role is developing the storm drainage plan and providing civil engineering services. He was also involved years ago with a previous master plan that did not go forward. About 100 acres of the site are proposed for development. About 18 acres will provide a buffer for the creek. The site is highly disturbed as it was used as a mine. 75 to 80 percent of the site is graded and denuded. Temporary ponds were constructed with overflow to the creek. It is unknown if water quality requirements were met. This project will design its stormwater in accordance with the DOE manual. They will design the system to limit the stormwater runoff to the amount that would runoff naturally if the site were in a forested condition. They cannot consider the graded condition of the site. They will increase the retention and reduce the discharge to the creek. Today the water discharging to Hylebos Creek from the site has no water quality controls. In accordance with the agreement reached with the Tribe, the owner will provide enhanced quality for discharge from both paved areas and roof tops. Thus, the system will treat stormwater runoff from the entire site when it is only required to treat water runoff from paved areas. Upon development this site will have much better water quality and will exceed code requirements. They will utilize a dispersion system of discharge into the creek; it will not be a point discharge such as a pipe.

JON PICKETT, Soundview Consultants, appeared and testified that Soundview has been involved in the project for 2.5 years and has thoroughly studied the site. He evaluated the offsite culverts under 5th which measure 36 and 72 inches. Both create a barrier for fish. They will replace the 72 inch culvert with a box culvert open to the ground, and will replant the creek buffer within the right-of-way. The box culvert will measure 14 to 18 feet. Improvements will not impact wetlands, as construction will be within the right-of-way. The culvert will be designed in consultation with the Tribe and the Corps of Engineers. It will also be compliant with Department of Fish and Wildlife criteria. Flooding issues exist now, and the culvert will aid such issues as it will provide a bypass. No wetland or stream impacts will occur onsite. He walked the entire length of the creek and met with the Tribe. They have identified 14 key locations for woody debris and will replant the creek buffer with native trees. All of these mitigating measures are voluntary. They will invade no buffers and existing trees will remain.

MR. LAWLER reappeared and testified that this proceeding is not a SEPA appeal hearing. No more than moderate environmental impacts will occur. The applicant has performed a

significant amount of work to study and mitigate all impacts. State Growth Management Act compliance involves a lot of process. The GMA Comprehensive Plan is a guide and the zoning code adopts the regulations to include critical areas ordinances and environmental regulations. An applicant then knows when purchasing a parcel what standards it must meet to gain project approval. They have done everything the code requires.

NICK AFZALI, City Public Works Director, appeared and testified that he has worked for 20 years in the public sector and eight years in the private sector. Comprehensive Plan elements include transportation. The City is now working on an update to the Comprehensive Plan. The present plan was adopted in 2015 and adopted the concurrency standards of LOS D for intersections. Traffic models are required to evaluate intersections and the applicant followed the proper process. The Porter/5th roundabout will accommodate all traffic from the proposed use and will be aesthetically pleasing. They are currently looking at pedestrian improvements. They will widen the roadway to include adequate shoulders. The City has plans for future improvements to 5th that it will share with the community. The traffic signal at SR-99 and Porter is owned and controlled by DOT. They consulted with DOT and included its comments within the study. They will seek additional funds to address the impacts to the intersection. The City has no plans to increase the speed limit. DOE regulations address impacts to the aquifer.

JAMIE CARTER, City engineer, appeared and testified that the City has a NPDES permit with DOE that allows stormwater runoff to flow into water bodies. DOE audits the program. Lloyds began mining gravel at the site when environmental regulations were weak. New development must build to the current higher standards. Mr. Parsons has worked to mitigate impacts to the creek and to improve its overall quality. The City's goal was a box culvert some time in the future, and they will now obtain that goal much sooner than expected. A box culvert will provide salmon access to the upper creek. Most new projects improve stormwater quality and quantity controls.

JEREMY DOWNS, Soundview Consultants, appeared and testified that they have not engaged in any short cuts, but have reviewed the project thoroughly. They worked with the Tribes and other interested agencies. The applicant had worked with the Tribe before it filed the environmental appeal. They are now voluntarily capturing and treating roof runoff, which is entirely voluntary. The runoff will mimic natural conditions. The culvert allows fish passage and alleviates flooding. The Corps of Engineers and State agencies will permit the culvert.

No one spoke further in this matter and the Hearing Examiner took the matter under advisement. The hearing was concluded at 12:38 p.m.

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

FINDINGS, CONCLUSIONS, AND RECOMMENDATION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, viewed the property, heard testimony, and taken this matter under advisement.
2. Pursuant to MMC 17.72, the City advertised the Notice of Application and Notice of Neighborhood Meeting on May 1, 2019. Notice was mailed to surrounding property owners within 500 feet of the project site, sent to SEPA agencies, published in The Tacoma News Tribune, and posted on a board on the site. The City published notification of the public hearing on October 2, 2019, more than fifteen days prior to the date and time of the hearing.
3. The applicant, Bridge Point I-5 Seattle, has acquired a possessory ownership interest in an irregularly shaped, 118 acre parcel of property abutting the east side of 5th Avenue (Milton Road South) with an address of 3800 Milton Road South within the City of Milton. Hylebos Creek flows through the southeast portion of the site, and South 376th Street is to the north of the site. The applicant requests approval of a “master plan” and site plan review approval to allow improvement of the site with four industrial/warehouse buildings totaling approximately 2,043,024 square feet. Accessory improvements include paved parking spaces, truck maneuvering areas, landscaping, stormwater facilities, water and sanitary sewer extensions, frontage road improvements, off-site road improvements, and critical area improvements.
4. A previous owner utilized the site for a surface mine/gravel quarry for many years. Approximately 75 to 80 percent of the parcel is presently graded and denuded of vegetation due to the extraction operation. The most recent gravel operation included sorting and stockpiling of materials and top soil production. Development of the site as proposed includes removal of all improvements associated with the surface mine.
5. The parcel is located within the Planned Development (PD) zoning district of the Milton Municipal Code (MMC). Chapter 17.38 MMC sets forth the procedures and bulk regulations for the PD classification. Section 17.38.010 MMC provides that the PD district allows future development consistent with the goals of the City of Milton Comprehensive Plan. Said section also defers studies for development of a site to the time that a use is proposed. Section 17.38.020 MMC defines a “master plan” as a plan showing the proposed development of a parcel. Section 17.38.030 MMC provides that a master plan can propose any use on a site within the PD district that is allowed in any zoning district in the MMC as either an authorized use, conditional use, or special use. Said section authorizes surface mining without approval of a master plan. Section 17.38.040 MMC does not set forth specific bulk regulations

(setbacks, height, etc.) for the PD district, but authorizes such regulations consistent with bulk regulations found in other chapters of the MMC on a case-by-case basis, depending upon the proposed uses.

6. Section 17.38.060 MMC provides that the master plan approval procedure utilizes the Type 5 decision process pursuant to Chapter 17.71 MMC. Said process requires the Examiner to conduct an open record hearing and make a recommendation as to approval, approval with modifications, or disapproval of the master plan to the Milton City Council. The City Council makes the final decision.
7. The applicant has also concurrently requested site plan review approval, a Type 4 permit process wherein the Hearing Examiner makes the final Decision. However, pursuant to MMC 17.71.060 that authorizes consolidated review, the major site plan approval request follows the process for master plan approval. Therefore, the Examiner makes a recommendation to the City Council, which also makes the final decision on the site plan review application.
8. The applicant submitted a completed application for master plan and site plan review approval on March 29, 2019, that the City deemed complete on April 17, 2019. Included with the application was a State Environmental Policy Act (SEPA) checklist. The applicant also submitted a revised SEPA checklist on August 27, 2019. Following environmental review the City responsible official issued a threshold Mitigated Determination of Non-Significance (MDNS) on September 30, 2019. On October 14, 2019, the Puyallup Tribe of Indians (Tribe) timely submitted an appeal of the MDNS. On October 14, 2019, the City of Federal Way also timely filed an appeal of the threshold determination. The public hearing to consider the applications for master plan approval, site plan review approval, and both SEPA appeals was scheduled for October 31, 2019.
9. Subsequent to filing its appeal, the Tribe met with the applicant on several occasions to discuss and respond to the Tribe's environmental concerns regarding protection of Hylebos Creek. The applicant and the Tribe reached agreement, and on October 30, 2019, the Tribe and the applicant entered into an agreement dismissing the appeal. The dismissal is subject to the applicant's compliance with mitigating measures set forth in Attachment 1 to the dismissal letter, and incorporation of said mitigating measures into SEPA conditions for the project. The Examiner has added a recommended condition of approval that incorporates the agreement as set forth in a Technical Memorandum dated October 28, 2019, along with attachments. The City responsible official agrees with the additional mitigating measures set forth in the agreement.
10. On October 30, 2019, the City of Federal Way voluntarily withdrew its appeal of the SEPA threshold determination subject to modifications to the MDNS. The applicant and the responsible official agreed to modify the MDNS by eliminating mitigating measure 5 and adding mitigating measures 25-27. The responsible official issued

the modified MDNS on October 30, 2019. The revised MDNS requires additional traffic mitigation for two intersections within the City of Federal Way and payment of traffic impact fees to Federal Way based upon the estimated total of 86 p.m. project trips entering and leaving the City.

11. The proposed site plan (Exhibit 26) shows the parcel improved with four buildings ranging in size between 1,076,335 square feet and 122,609 square feet. The largest building is adjacent to the south property line of the parcel, and the smallest building is near the east property line, east of the other three buildings. Parking spaces generally surround all four buildings. The site provides a total of 1,226 vehicle parking stalls and 305 trailer stalls. The MMC authorizes a maximum building coverage of 50 percent, and the site plan shows a maximum coverage of 39.8 percent. The site plan shows all buildings fully sprinkled. The site plan shows three accesses onto 5th Avenue, and closure of the two, existing accesses serving the surface mine. Hylebos Creek flows across the southeastern portion of the site and is protected by a minimum, 150 foot wide, undisturbed buffer. Wetlands are shown in the central portion of the site between three buildings and at the southwest corner of the site. All wetlands are protected by appropriate buffers.
12. The abutting parcel to the north is also located within the PD district and is improved with a senior living facility. Abutting parcels to the south are located within the Residential Single-Family (RES) and Residential Moderate Density (RMD) districts and either improved with a multi-family development or remain vacant. Parcels to the east are located in the RES district and are either vacant or improved with single-family dwellings. The parcel to the west is within the Business (B) district and is used for a gravel storage yard. Interstate 5 is also a short distance to the west.
13. Section 17.38.030(A) MMC reads:

Master plan authorized uses in this zone [PD] may include any use allowed in any zoning district as an authorized use, a conditional use, or a special use.

The applicant originally proposed many uses on the site as allowed by the Use Tables set forth in Chapter 17.14 MMC. Staff amended the proposed list by eliminating uses such as food manufacturing, processing, or packaging; hospitals; hotels; motels; restaurants; and smelting plants. Staff sets forth its proposed list of uses for the site on page 15 of the Staff Report. However, based upon residential uses abutting three sides of the project and the fact that the improvements will be located generally below grade due to the surface mine, the City Council should consider removing the following uses from said list:

- A. Assembly of heavy equipment, airplanes, or vehicles.
- B. Outside storage yards as principal use.

- C. Rock, stone, brick, concrete or asphalt, batching or assembly.
- D. Sales and rental of heavy machinery and equipment.
- E. Salvage and wrecking yard.
- F. Tow truck operation/impound yard.
- G. Utility yard.

Most (if not all) of the above uses recommended for exclusion would add additional square footage to the proposed buildings (outside storage, impound yard, soil mixing, and wrecking yards). Said outside uses could also create excessive noise as could assembly of heavy equipment, airplanes or vehicles. Furthermore, said outside uses would create aesthetic impacts not only for abutting parcels, but for other tenants as well. Such uses could also reduce the quality of tenant.

- 14. Section 17.38.040 MMC entitled “Bulk Regulations” provides for the PD zone:
 - A. Density, height, setback and other restrictions shall be applied in a manner consistent with the regulations found in other sections of this chapter for the uses proposed.
 - B. Increased setbacks and buffers may be required to provide adequate protection between differing land uses.

In the present case the applicant proposes bulk standards similar to those required in the Light Manufacturing (M1) district as the applicant anticipates uses similar to those authorized therein. Following review of the project, staff recommends additional protection for adjacent land uses. Staff sets forth its proposed bulk and dimensional standards in Table 2 of the Staff Report set forth on pages 16-18. Staff then evaluates the proposed site plan in accordance with said bulk dimensional standards in Table 4 on pages 28-32 of the Staff Report. The Examiner agrees with staff’s bulk and dimensional standards and the project’s compliance therewith.

- 15. The site plan shows structural setbacks of 96 feet, seven inches from the north property line, over 150 feet from the south property line, 138 feet, ten inches from the west property line, and 157 feet, 11 inches from the east property line. Staff’s proposed bulk regulations (Table 2, page 16 of the Staff Report) would authorize a maximum building height increase from 40 feet to 50 feet. Staff’s proposal allows an additional one foot of building height for each additional foot of building setback up to a maximum of 50 feet.

16. Landscape standards require a ten foot wide, landscape strip along the front and side property lines and additional screening on the north and south property lines where the development abuts residential uses. A ten foot wide, landscape strip is also proposed along the east property line. Additional buffering adjacent to residential properties to the north is a 20 foot wide, solid, vegetative, landscape barrier. Additional buffering along the south property line is provided by a eight foot tall, solid fence between the parking lot and the ten foot wide, landscape buffer.
17. The number of parking spaces complies with those required for the anticipated uses. Should additional spaces be necessary the applicant can remove and replace loading dock areas. Uses that propose outside storage would eliminate parking spaces and is another reason for prohibition.
18. The project is generally consistent with applicable goals and policies of the Milton Comprehensive Plan that encourages planned development districts to provide high quality, environmentally sensitive projects that contribute to the City's vision. Policy PD 1.1.a encourages redevelopment of the quarry site with uses that could include a mixed-use center or other appropriate use. In the present case the applicant proposes uses that will create between 900 and 1,200 jobs ranging from entry level to management, and that will pay between \$35,000 and \$100,000 per year. The project also protects sensitive areas including Hylebos Creek and will substantially improve the environmental qualities of the site to include stormwater runoff and the creek. Conditions of approval and mitigating measures in the MDNS address traffic, noise, lighting, and odor. The project will retain and protect wetlands, Hylebos Creek, and their buffers. As discussed hereinafter, traffic mitigation will ensure concurrency with the City's adopted levels of service and will actually improve the operation of two major intersections.
19. Approximately 75 to 80 percent of the site has been graded and all vegetation removed. However, the remaining trees are primarily native deciduous and coniferous species. The applicant proposes to plant 4,206 trees that will meet the City's tree replacement requirements (Exhibit 38).
20. The applicant's stormwater system will consist of a detention vault that will accommodate stormwater runoff from not only the paved portions of the site, but also the roof areas in accordance with the settlement agreement entered with the Tribe. Treatment of stormwater runoff from roofs is voluntary and not required by City of Milton or Department of Ecology stormwater standards. Furthermore, the applicant will discharge the stormwater by means of a spreader and not a point distribution such as a pipe. The storm drainage system will meet all requirements of the City.
21. The applicant submitted a Biological Evaluation and Wetland and Fish Habitat Assessment Report and Mitigation Plan prepared by Soundview Consultants that was subsequently revised following review and comment by the City's independent

expert, Herrera Environmental Consultants. Hylebos Creek and four wetlands will be preserved and protected in accordance with said report and in accordance with the settlement agreement with the Puyallup Tribe. The applicant will conduct stream restoration/enhancement actions that will include 14, new, woody debris installations located in the lower part of the onsite reach of the creek. The locations of the woody debris installations are agreed to by the applicant and Tribe. The agreement also requires planting of live conifers along upland creek banks and adjacent wetlands. Tree plantings in the onsite stream buffer will supplement the tree replacement plan by adding approximately 2,623 conifer trees. All improvements will be accomplished manually or through highline placement and not with mechanical or manual excavation. All stream restoration/enhancement actions will occur simultaneously with the first phase of the development or bonded.

22. All activities and uses will occur outside of the wetlands and buffers except for an intrusion into the 15 foot wide, building setback from the buffer of Wetland B. Wetland B is a Category III, 79,762 square foot wetland that requires a 60 foot wide buffer. The wetland experts agree that mitigation proposed for such impacts is consistent with industry standard.
23. As previously found the applicant will provide significant plantings and stream enhancement improvements within and along Hylebos Creek as it flows through the project site. Thus, no development is proposed within the creek habitat conservation areas or buffer. However, Hylebos Creek flows beneath 5th Avenue, and temporary impacts will occur due to the installation of a new, bottomless culvert that will replace two, existing culverts. Both existing culverts measure 62 feet in length. One culvert has a 72 inch diameter and the other a 36 inch diameter. The smaller culvert is completely blocked. The new, culvert will consist of a 14-18 foot wide, box culvert (bottomless) that will restore the natural stream channel beneath the roadway. The culvert must meet the requirements of the State Department of Fish and Wildlife, U.S. Army Corps of Engineers, and the Tribe. The applicant proposes to replant areas within the right-of-way that are disturbed by culvert installation. The new culvert will restore salmon runs to the upper Hylebos.
24. Residents raised substantial concerns regarding traffic impacts of project trucks and private automobiles on intersections and roads in the area. The City of Federal Way appealed the threshold MDNS, asserting that it did not provide sufficient mitigation for traffic impacts within the City. The applicant, Federal Way, and the responsible official negotiated a modified MDNS that requires the following:
 - A. The applicant will either install a temporary signal at the intersection of SR-99 and South 373rd Street, or at the sole discretion of Federal Way, contribute \$325,000 toward construction of a future roundabout at said intersection.

- B. Construct improvements at the Milton Road South and South 375th Street intersection to Federal Way standards.
 - C. Pay Traffic Impact Fees to Federal Way based upon the 86 project p.m. trips.
25. Traffic mitigating measures within the City of Milton require the following improvements:
- A. Construct a single lane, roundabout with a southbound right turn slip lane and pedestrian facilities including sidewalks and crossing points at each entrance at the intersection of 5th Avenue/Porter Way. The roundabout must accommodate trucks.
 - B. Improve the intersection of SR-99/Porter Way by extending the westbound right turn queue lane approximately 200 feet and optimizing signal timing. While residents argue that the two lane bridge over I-5 is the cause for congestion at the SR-99/Porter Way intersection, none of the seven traffic engineers reviewing the project agree.
 - C. Widen and improve 5th Avenue to accommodate truck traffic, and if the pavement does not meet structural design standards, reconstruct 5th Avenue in a manner to meet these standards or as required by the City engineer.
 - D. Contribute \$1,382,700 to the City in accordance with the current Transportation Impact Fee of \$4,190 per p.m. peak trip. Such fee may increase since it is calculated at building permit issuance.
26. The applicant will also contribute to improvements to the 54th Avenue East/Pacific Highway South intersection within the City of Fife in the amount of \$111,375.
27. Many residents raise concerns regarding existing traffic in the area and the worsening of such traffic by the project. However, residents presented no expert testimony or evaluation of the applicant's Traffic Impact Analysis (TIA). Furthermore, the City's independent traffic consultant, DOT traffic engineers, City of Fife traffic engineers, and City of Federal Way traffic engineers all agree with the applicant's traffic engineer that the proposed mitigation will increase the level of service at impacted intersections and will upgrade 5th Avenue. Furthermore, the traffic engineers anticipate that most truck traffic will occur between the site and the Port of Tacoma and that most trucks will utilize SR-99. The applicant anticipates that the cost of construction plus the payment of Transportation Impact Fees will equal between eight and ten million dollars.
28. Prior to obtaining approval of its proposed master plan, the applicant must show that said plan satisfies the criteria set forth in MMC 17.38.070. Findings on applicable criterion are hereby made as follows:

- A. As previously found the proposed master plan is consistent with the goals and policies of the Milton Comprehensive Plan.
- B. The plan is consistent with applicable policies set forth in the State Growth Management Act (GMA) that encourage development in urban areas where adequate public facilities and services exist. In the present case, conditions of approval require upgrades to public facilities and services necessary to support the development.
- C. The project satisfies SEPA requirements pursuant to the revised MDNS.
- D. Criterion 4 requires the applicant to demonstrate a need for the master plan within the community at large, and that such plan is not contrary to the public interest. In the present case the applicant proposes to reclaim a surface mine previously used for essentially industrial activities. The site is in close proximity to the Port of Tacoma, Interstate 5, and a future extension of SR-167. The project will create approximately 900 to 1,200 jobs and could create additional supportive jobs. Staff asserts that Class A buildings are in high demand, especially those in close proximity to the Port of Tacoma and also have convenient access to the Port of Seattle and Interstate 5.
- E. The master plan is located, planned, and will be developed in a manner that does not detrimentally impact the health, safety, convenience, or general welfare of persons residing or working in the community. This finding is based specifically on the mitigation required by conditions of approval that include the mitigating measures in the MDNS, specifically traffic improvements and improvements to Hylebos Creek to include the open culvert. The open culvert should restore salmon habitat to the upper Hylebos Creek area. The applicant has provided additional buffering and screening for abutting multi-family, single-family, and senior living facilities and will provide pedestrian pathways within the site. Compliance with mitigating measures will ensure that the project does not become detrimental to the health, safety, convenience, or general welfare of the neighborhood.
- F. The 118 acre site is adequate to accommodate the proposed uses to include parking, traffic circulation, and buffers.
- G. The site provides adequate landscaping, screening, setbacks, and open spaces that mitigate its impacts on neighboring properties. The project provides a substantial structural setback that will minimize the visual impacts of buildings on neighboring properties.
- H. The applicant proposes external illumination that will face inward. Lighting will include standards for parking lots and pedestrians and for exterior

illumination of buildings. All lighting will be mitigated to the greatest extent practicable.

- I. The design of the parking areas assure that headlight glare from internal traffic will not affect motorists on 5th Avenue.
 - J. As previously found the stormwater drainage system will meet and exceed City of Milton drainage standards in accordance with the agreement reached with the Puyallup Tribe as incorporated in conditions of approval.
 - K. The site will provide three accesses, all of which will have adequate entering and stopping sight distance. Improvements include the construction of sidewalks along the property frontage and a widened shoulder on 5th Avenue to Porter Way.
 - L. The sight distance at each point of access assures traffic safety.
 - M. Criterion 13 requires the applicant to demonstrate that the noise generated by the project will not exceed maximum permissible noise levels and will not increase the ambient noise level by more than five dB(A). A condition of approval requires the applicant to engage an acoustical expert to conduct a sound/noise study to ensure the proposal complies with noise levels. Furthermore, the applicant will install a minimum, eight foot tall, solid fence along the retaining wall at the southern property line that borders the multi-family apartments. Such will provide a visual and noise barrier from the site.
 - N. Since the applicant has identified no uses for any of the structures, it is difficult to evaluate the noise, noxious or offensive emissions, odors, or other nuisances that may detrimentally impact the community. However, the City will have the opportunity to evaluate such issues at the building permit stage. Furthermore, the permitted uses as refined by the City and the Examiner should not create noise, odors, or other nuisances.
 - O. The project satisfies all requirements for parking lots.
 - P. Criterion 17 sets forth the standards (bulk regulations) for a master plan. The City Staff Report sets forth all bulk regulations covering the present master plan.
29. Prior to obtaining site plan review approval the applicant must show that the request satisfies the criteria set forth in MMC 17.62.050(B). Findings on each criterion are hereby made as follows:
- A. The 100 acre site has adequate size to accommodate the buildings, parking areas, traffic circulation areas, and buffers.

- B. All external illumination is designed to face inward to minimize impacts on adjacent properties to the greatest practical extent.
 - C. Parking areas are designed to assure that headlight glare from internal traffic does not affect motorists on 5th Avenue.
 - D. The storm drainage system will significantly improve the quality of stormwater discharged from the site.
 - E. Adequate sight distance exists at each proposed point of access to assure traffic safety.
 - F. The parcel abuts residential uses on three sides, and barriers and landscaping will be in place prior to occupancy.
 - G. The site plan is consistent with GMA policies.
 - H. The site plan is consistent with the Milton Comprehensive Plan.
 - I. The site plan complies with all applicable City development regulations including, but not limited to, all regulations found in Titles 13, 16, 17, and 18 MMC. Title 16 does not apply, and the applicant's site plan complies with Titles 13, 17, and 18 as set forth above. The master plan sets forth allowed uses and bulk and dimensional regulations that apply to the project. The site plan satisfies all regulations governing development of the master plan and with zoning regulations not set forth in the master plan as detailed in Table 4 on pages 28-32 of the Staff Report.
30. Residents raised concerns regarding construction noise, but such is covered by Chapter 9.37 MMC and further described in Condition of Approval 16. Construction hours are limited from 7:00 a.m. to 8:00 p.m. Monday through Friday, 9:00 a.m. to 8:00 p.m. Saturday, and no construction noise on Sundays and holidays. Residents expressed concerns regarding a proposed increase in the speed limit on 5th Avenue. Neither the City nor the applicant have any plans to raise the speed limit, and the applicant's traffic engineer recommends no increase. Vehicles exceeding the speed limit at the present time can be cited by the Milton Police Department. Conditions of approval require a hydrologic study and the applicant will develop a Risk Management Plan. Citizens assert that the City has rushed this project to approval without requiring proper studies and/or evaluation. However, the exhibits identified in the Table of Contents of the Staff Report show that the City required and received the following: lighting plan, geotechnical report, third party review of traffic impact analysis, third party review of critical area reports, fire comments, civil engineering design plans, stormwater site plan, stormwater pollution prevention plan, preliminary landscape planting plans, revised traffic analysis, Wetland and

Fish and Wildlife Assessment Report and Mitigation Plan, offsite frontage improvement plan, significant tree survey and retention plan, third party review letter of revised critical area reports, and negotiations with the cities of Fife and Federal Way. Conditions of approval require preparation of additional studies to include a hydrologic assessment report to address critical aquifer recharge areas, a mitigation plan for the impacts to the 15 foot wide setback from Wetland B, engagement of a wetland biologist to monitor the buffer enhancement for five years, an acoustical expert to conduct a sound/noise study, a night-time lighting test following installation of all improvements, submittal of a temporary erosion and sedimentation control plan, and providing for adequate erosion control while grading the site.

CONCLUSIONS:

1. The Hearing Examiner has the jurisdiction to consider and make recommendations on the issues presented by this request.
2. The applicant has shown that the request for master plan approval and site plan review approval satisfies all criteria set forth in the MMC and therefore should be approved subject to the following conditions:
 1. The southbound approach (stop controlled) intersection of 5th Avenue/Porter Way is anticipated to operate at LOS F during the weekday PM peak hour without or with the proposed project in 2024. The applicant will provide mitigation to this intersection to accommodate trucks and to improve operations to LOS D or better by constructing a single lane roundabout with a southbound right turn slip lane and pedestrian facilities including sidewalk and crossings points at each entrance.
 2. The applicant will provide mitigation for the intersection of SR 99 and Porter Way by extending the westbound right turn queue storage approximately 200 feet and optimizing signal timing.
 3. The applicant will be responsible for widening and improving 5th Ave to accommodate truck traffic. Currently the applicant intends to widen 5th Ave by paving the shoulder. Pavement borings for 5th Ave shall be taken and analyzed to determine if additional mitigation is necessary to 5th Ave to accommodate truck traffic. If the pavement borings do not meet WSDOT standards for pavement structural design, the applicant shall reconstruct 5th Ave to meet these standards or as required by the City Engineer.
 4. To mitigate transportation impacts in the City of Milton, the Bridge Point Seattle I-5 project will contribute to the City's Traffic Impact Fee program. Per Ordinance 1994-18, the current traffic impact fee is \$4,190 per PM peak trip. The project will contribute 330 new PM peak trips to the City's road network. As currently calculated, the total fee would be \$1,382,700. The

total fee will be calculated at the time of building permit issuance, and may increase as the City's adopted traffic impact fee increases. The applicant will be responsible for contributing towards the traffic impact fee program at the adopted rate for 330 new PM peak trips.

5. To mitigate transportation impacts in the City of Fife, the Bridge Point Seattle I-5 project will contribute a pro-rata share of the cost of improvements to the intersection of 54th Ave E/Pacific Highway S identified in the City's 2018-2023 Six-Year Transportation Improvement Plan (TIP) with an estimated cost of \$3,750,000. The project will contribute 136 trips to this intersection which constitutes a 2.97% share of the 2021 traffic volumes with the project. The project's pro-rata contribution to the project is estimated to be \$111,375.
6. The applicant has identified a variety of uses as allowed uses in accordance with the master plan. The site plan approval for the proposed project for which environmental review was conducted includes warehousing, storage, high cube distribution, fulfillment center, manufacturing and processing/assembly users within the 4 industrial buildings comprising approximately 2,043,24sf of gross square footage. If other uses are proposed, they must be in accordance with the Master Plan and/or a modification to the master plan and site plan approval will be required and that modification may require additional SEPA review.
7. The proposed project and required traffic mitigation will result in impacts to both on and off-site wetlands and an off-site stream (Hylebos Creek). The applicant will construct a new bottomless culvert to replace two existing culverts where Hylebos Creek crosses 5th Avenue. The existing culverts include a 72-inch-diameter by 62-foot-long culvert and another partially or completely blocked 36-inch-diameter by 62-foot long culvert. The new culvert will restore the natural stream channel underneath the roadway. As described, the culvert will be self-mitigating. If designed to meet WDFW's stream simulation design per the 2013 Water Crossing Design Guidelines, which will be reviewed by the U.S. Army Corps of Engineers under the submittal of a Joint Aquatic Resources Permit Application (JARPA), additional potential environmental impacts may be considered as the culvert design is completed. The applicant shall submit to the City any design documents and mitigation plans for the culvert as well as the approved JARPA and HPA to demonstrate that it has met the standards for fishbearing stream crossings and ESA compliance prior to civil permit issuance.
8. The site lies within two wellhead protection areas. The applicant will prepare and submit a hydrogeologic assessment report as required for critical aquifer recharge areas prior to civil permit issuance.

9. The applicant will prepare a mitigation plan to mitigate impacts to Wetland B for work within the 15-foot building setback that is unavoidable. A maintenance and monitoring plan for buffer enhancement shall be prepared in accordance with MMC 18.16.160. A performance bond shall be submitted to the City prior to the issuance of building permits that guarantees that the wetland mitigation work in accordance with the submitted wetland mitigation plan through onsite wetland enhancement.
10. The owner shall contract with a qualified wetland biologist to monitor the buffer enhancement once a year for the next five (5) years. The qualified biologist shall submit a report summarizing his/her findings in accordance with the approved wetland mitigation plan to the City for review each year
11. Critical areas present on the site shall be appropriately delineated and fenced during construction so as to ensure they are not adversely impacted during construction.
12. The applicant shall revise the wetland mitigation plans to include fencing along the edge of the wetland buffers. The fence shall have signage placed every 50 feet with the following language:

“Protected Wetland Area
Do Not Disturb
Contact the City of Milton, Community Development
Department, 1000 Laurel Street, Milton, WA
Regarding Uses and Restriction”

13. The location for a potential future pedestrian crossing over the Hylebos Creek from this site shall be included in the proposed design. Should a pedestrian connection to the Interurban Trail over the Hylebos Creek be desired, the applicant will grant an easement to the City for the construction and perpetual use of said bridge.
14. An internal trail system shall be provided connecting the Interurban Trail to 5th Avenue through the proposed development should a pedestrian connection over Hylebos Creek be constructed. In the interim, this will also provide a walking trail for employees to utilize.
15. The City’s Municipal Code (Chapter 9.37) requires that the maximum permissible sound levels for the property be limited to 60dBA to the north and south (as they are zoned for residences) between 7:00am and 7:00pm. These limits are reduced to 50dBA during the nighttime hours. However, these limits can be exceeded by 5dBA for 15 minutes during any one-hour period, 10dBA for 5 minutes during any one-hour period, and 15dBA for 1 ½ minutes during any one-hour period. In addition, the City of Federal Way

requires notice be provided if heavy equipment noise or construction noise is going to occur outside of their permitted work hours. The applicant shall notify the City of Milton and the City of Federal Way if noise is proposed to occur outside of the following hours:

- 7:00am and 8:00pm Monday through Friday
 - 9:00am and 8:00pm Saturday
 - Heavy equipment operation and construction noise is not permitted on Sundays and holidays observed by the City.
16. The applicant shall engage an acoustical expert to conduct a sound/noise study to ensure compliance with the aforementioned requirements in mitigation measure #4 and recommend acoustical mitigation in the form of a solid fence, wall, berm or other. The applicant will submit the noise study to the City and noise mitigation for the site will be imposed during civil plan review, with mitigation anticipated for the south side of Building C which borders existing multi-family residences.
 17. To mitigate noise and impacts to adjacent residential uses the applicant shall construct a 20-foot wide landscape buffer providing a solid vegetative screen barrier along the north, south and west property boundaries. In addition, a minimum 8-foot tall solid screen fence shall be provided along the retaining wall at the southern property boundary that borders existing multi-family apartments to the south, so as to provide a visual barrier to the facility in accordance with the site plan sections depicting sight-line from the adjacent apartments to the proposed development.
 18. After installation of all improvements, a night time lighting test shall be performed. All lights shall be tuned such that they do not spill light onto neighboring properties. A report completed by a qualified professional shall be submitted to the City certifying that all lights have been tuned to avoid light spillage. If tuning of the lights cannot reduce all lights spillage, additional landscaping or buffering considerations shall be considered and implemented at that time.
 19. The Bridge Point I-5 project shall provide an approved emergency access from 12th Ave within the Meridian at Stone Creek Assisted Living Facility to the proposed project.
 20. If during construction any artifacts are uncovered the applicant shall follow the [Inadvertent Discovery Plan \(IDP\)](#) procedures and shall notify the Department of Ecology, the Puyallup Tribe, the Muckleshoot Tribe and the Washington State Department of Archeology and Historic Preservation.

21. Compliance with all applicable City codes is required during and following any site development activity, including MMC 13.26 (Storm Drainage of Surface Water – Utility, Management and Maintenance).
22. A Temporary Erosion and Sedimentation Control (TESC) plan must be submitted with a SWPPP prior to clearing and grading permit issuance. This plan shall be approved by the City's Stormwater Official, and implemented during site preparation activities.
23. The applicant shall provide adequate site control measures for erosion control while grading the site, including site stabilization measures to stabilize the site after clearing and grading is complete.
24. The Stipulated Dismissal of Appeal of Puyallup Tribe of Indians dated October 30, 2019, along with the agreed additional mitigation measures (Attachment A and B) is hereby implemented as a condition of approval for this project.
25. S 373rd Street and Pacific Highway S - The traffic study identified that the intersection of SR 99 and S 373rd St would operate below the adopted Level of Service (LOS) standards for both 2024 with and without the project. To mitigate the development impacts and bring the LOS back to the 2024 Without Project conditions, prior to the certificate of occupancy (C of O) issuance by the City of Milton, the developer shall construct an interim traffic signal at the SR 99 and S 373rd St intersection or other alternatives as approved by the City of Federal Way and WSDOT. The developer shall design and construct the traffic signal to all applicable standards and submit to the City of Federal Way and the Washington State Department of Transportation (WSDOT) for applicable reviews and approvals prior to construction.

The City of Federal Way has a planned improvement project to install a roundabout at this intersection in the six-year Transportation Improvement Plan (TIP). Depending on construction schedule, in lieu of construction the interim traffic signal, at the City of Federal Way's sole discretion, the City of Federal Way may allow the developer to contribute \$325,000 towards the roundabout construction.

The developer shall notify the City of Federal Way Public Works Director and City of Federal Way City Attorney by mail and electronic mail within 24 hours of any on-site building permit application to the City of Milton. The City of Federal Way shall notify the developer in writing within 14 working days of receiving the hard copy mail notification informing the developer of the City of Federal Way's decision whether to accept the \$325,000 fee in lieu of construction of the interim traffic signal.

26. S 375th Street and Milton Road /5th Avenue – Prior to the certificate of occupancy (C of O) issuance by the City of Milton, the developer shall construct improvements at the Milton Road S and S 375th St intersection. The improvements shall mitigate the impacts of the project to bring the intersection back to without project conditions. The developer shall design and construct the improvements to all applicable standards and submit to the City of Federal Way for review and approval prior to construction.

The developer shall notify the City of Federal Way Public Works Director and City of Federal Way City Attorney by mail and electronic mail within 24 hours of any on-site building permit application to the City of Milton.

27. Traffic Impact Fee - Prior to building permit issuance for any buildings on site by the City of Milton, the developer shall pay traffic impact fees (TIF) to the City of Federal Way. The TIF shall be assessed based on the latest adopted fee schedule at the time the developer submits for a building permit to the City of Milton and the TIF shall be paid to the City of Federal Way prior to issuing any building permits on site. The TIF shall be calculated based on a per trip cost and shall only include the 86 total PM trips entering and leaving the City of Federal Way. The City of Federal Way will adjust the total PM trips entering and leaving the City of Federal Way to account for the size of the actual development proposal if the development proposal changes such that it affects the total number of PM trips entering and leaving the City of Federal Way. By paying the trip based impact fees, the developer agrees that the City of Federal Way may use this fee on any projects listed on the current adopted Transportation Improvement Plan (TIP).
28. All activities, uses, and alterations proposed to be located in water bodies used by anadromous fish or in areas that affect such water bodies shall adhere to the following standards:
 - Activities shall be timed to occur only during the allowable work window as designated by the Department of Fish and Wildlife for the applicable species;
 - Shoreline erosion control measures shall be designed to use bioengineering methods or soft armoring techniques according to an approved critical areas report.
29. A maintenance agreement and/or CC&Rs shall be prepared and submitted to the City for review prior to building permit issuance. The maintenance agreement shall stipulate the property owner's obligation to maintain parking areas and stormwater facilities in accordance with City standards.

30. Any project where demolition of structure(s), earth moving and material handling, heavy equipment operations, and/or disposing of vegetative matter is to occur is subject to Puget Sound Clean Air Agency regulations. The requirements may include, but are not limited to the following:
- Agency Regulation I:
 - Article 8 – Outdoor Burning
 - Article 9 – Emission Control Standards, Section(s) 9.03, 9.11, and 9.15
 - Agency Regulation III:
 - Article 4 – Asbestos Control Standards
31. The decision set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.
32. The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.

RECOMMENDATION:

The Milton City Council should approve the request for master plan approval and site plan review approval to allow construction of the Bridge Point 1-5 project consisting of improving a 118 acre parcel with four, industrial/warehouse buildings totaling approximately 2,043,024 square feet together with accessory uses at a site located at 3800 Milton Road South, Milton, subject to compliance with the conditions of approval set forth in the conclusions above.

RECOMMENDED this 19th day of November, 2019.

STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 19th day of November, 2019, to the following:

APPLICANTS/

PROPERTY OWNERS:

Barghausen Consulting Engineers
Attn: Dan Balmelli
18215-72nd Avenue South
Kent, WA 98032

Bridge Development Partners
Attn: Spencer Mayes
10655 N.E. 4th Street, Suite 210
Bellevue, WA 98004

OTHERS:

Bob and Rebeca Gill
309-5th Avenue
Milton, WA 98354

Kim and Jurren Brown
37837-43rd Avenue South
Auburn, WA 98001

Carleen Elmore
208-5th Avenue
Milton, WA 98354

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102-5th Avenue
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Federal Way, WA 98003

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217-5th Avenue
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503-12th Avenue Court
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6824 Pioneer Way East
Puyallup, WA 98371

City of Fife
Attn: Russ Blount
5411-23rd Street East
Fife, WA 98424

City of Federal Way
Attn: Mark Orthmann
33325-8th Avenue South
Federal Way, WA 98002

City of Fife
Attn: Steve Friddle
5411-23rd Street East
Fife, WA 98424

JBSL
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CITY OF MILTON

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TO:	City of Milton Hearing Examiner
FROM:	Brittany Port, AICP – Contract Senior Planner
DATE:	October 7, 2019 (Public Hearing Date – October 17, 2019)
PROJECT:	Bridge Point I-5 Seattle
PROJECT NUMBER:	LUA 2019-008, LUA 2019-009, LUA 2019-0010
APPLICANTS/PROPERTY OWNERS:	Barghausen Consulting Engineers c/o Dan Balmelli 18215 72nd Avenue South Kent, WA 98032
PROPOSAL:	The project proposes to develop a 118 acre site (the Lloyds gravel quarry) with a four industrial/warehouse buildings totaling approximately 2,043,024sf. Along with the building construction, the project will include demolition of existing structures, grade and fill activities, paved parking and truck maneuvering areas, landscaping, storm water facilities, water and sanitary sewer extensions, a street vacation, frontage road improvements, off-site roadway improvements along Milton Road/5 th Avenue, and at the intersection of Milton Road/Porter Way and Porter Way/Pacific Highway. Buffer averaging is proposed for two on-site wetlands. Access will be provided off of Milton Road.
LOCATION:	38000 Milton Road S (King County parcel nos. 322104-9130, -9137, -9148, -9150, -9151, -9152 and -9153; 750500-0005, -0010, -0030, -0050, -0065, -0070, -0090, -0105, -0125, -0130, -0140, -0150, -0160, -0185, -0200, -0215, -0245, -0255, -0260, -0270, -0275, -0280, -0285, -0290, -0365, -0380, -0390, -0400, -0430, -0435, -0450, -0460, -0480, -0485, -0490, -0495, -0500, -0555, -0580, -0590, -0600, -0605, -0615, -0620, -0650, -0655, -0660, -0665, -0700, -0705, -0710, -0715, -0720, -0725, -0900, -0915, -9125, and -9135)
PERMITS REQUESTED:	Master Plan Approval , Site Plan Approval & SEPA
ZONING/COMPREHENSIVE PLAN DESIGNATION:	Planned Development (PD)
DATE APPLICATION DEEMED COMPLETE:	The application was received on March 29, 2019. The application was deemed complete on April 17, 2019.
PUBLIC NOTICE:	Pursuant to MMC 17.72, the City advertised the Notice of Application and Notice of Neighborhood Meeting on May 1, 2019. Notice was mailed to surrounding property owners within 500 feet of the project site, sent to SEPA agencies, published in The Tacoma News Tribune, and posted on a

SEPA:

board on the site. The City published notification of the public hearing on October 2, 2019, more than fifteen days prior to the date and time of the hearing.

The City of Milton conducted the environmental review of this proposal in accordance with its SEPA procedures and issued a Mitigated Determination of Non-Significance (MDNS) on September 30, 2019.

RECOMMENDATION:

Staff recommends approval with conditions.

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I. EXHIBIT

1. Master Application, received on March 29, 2019
2. Pre-Application Meeting Summary, dated September 26, 2018
3. Title Report, prepared by First American Title Company, dated November 9, 2018, received on March 29, 2019
4. Contract to Purchase Letter from Bob Couper, Land Lloyd Development Company addressed to City of Milton, received on March 29, 2018
5. Certificate of Water Availability, dated February 8, 2019
6. Certificate of Power Availability, dated March 7, 2019
7. Site Specific Sewer Information, from Pierce County Public Works, dated March 13, 2019
8. Lighting Plan, prepared by Nelson Architects, received on March 29, 2019
9. Geotechnical Report, prepared by Terra Associates, Inc., dated March 6, 2019, received on March 29, 2019
10. Notice of Complete Application, issued on April 17, 2019
11. Notice of Application and Neighborhood Meeting, issued on May 1, 2019
12. Interagency Memorandum for SEPA Optional Notice of Application, issued on May 3, 2019
13. Memorandum from WSDOT, dated October 16, 2018
14. SEPA Comments on NOA from Department of Health, dated May 7, 2019
15. SEPA Comments on NOA from Muckleshoot Indian Tribe, dated May 15, 2019
16. SEPA Comments on NOA from Lakehaven Water & Sewer District, dated May 16, 2019
17. SEPA Comments on NOA from Pierce Transit, dated May 16, 2019
18. SEPA Comments on NOA from City of Federal Way, dated May 17, 2019
19. SEPA Comments on NOA From Tacoma-Pierce County Health Department, dated May 23, 2019
20. Elliott Comment Letter, received on June 6, 2019
21. Third Party Review Letter of Traffic Impact Analysis, prepared on behalf of the City by Transportation Solutions, Inc. (TSI), dated June 7, 2019
22. Third Party Review Letter of Critical Area Reports, prepared on behalf of the City by Herrera Environmental, dated June 20, 2019
23. Fire Comments, prepared by East Pierce Fire & Rescue, dated June 25, 2019
24. City 1st Substantive Review Letter, issued on June 24, 2019
25. Applicant Response to City 1st Substantive Review Comments, received on August 27, 2019
26. Revised Site Plan, received on August 27, 2019
27. Site Cross Sections, received on August 27, 2019
28. Revised Preliminary Civil Engineering Design Plans, received on August 27, 2019
29. Revised Preliminary Stormwater Site Plan, received on August 27, 2019
30. Revised Stormwater Pollution Prevention Plan, received on August 27, 2019
31. Revised Preliminary Landscape Planting Plans, received on August 27, 2019
32. Revised Traffic Impact Analysis, prepared by Transportation Engineering NW (TENW) , dated August 15, 2019, received on August 27, 2019

33. Revised SEPA Checklist, received on August 27, 2019
34. Applicant Response to Critical Area Comments, prepared by Soundview Consultants, dated August 15, 2019, received on August 27, 2019
35. Revised On-Site Wetland and Fish and Wildlife Assessment Report and Mitigation Plan, prepared by Soundview Consultants, dated August 2019, received on August 27, 2019
36. Revised Off-Site (Frontage Improvements) Wetland and Fish and Wildlife Assessment Report and Mitigation Plan, prepared by Soundview Consultants, dated August 2019, received on August 27, 2019
37. Revised Off-Site (Frontage Improvements and 5th and Porter Way) Biological Evaluation, prepared by Soundview Consultants, dated August 2019, received on August 27, 2019
38. Significant Tree Survey and Retention Plan, prepared by Soundview Consultants, dated August 9, 2019, received on August 27, 2019
39. Applicant Response to Geotechnical Engineering Comments, prepared by Terra Associates, dated August 14, 2019, received on August 27, 2019
40. Revised Master Plan Document, prepared by Nelson Architects, dated August 23, 2019, received on August 27, 2019
41. Memorandum from Jeff Schramm (Applicant) to Russ Blount (City of Fife) regarding Pro-Rata Share of Traffic Impact Fees, dated September 18, 2019
42. Letter from Russ Blount (City of Fife) to Brittany Port (City of Milton) regarding Pro-Rata Share of Traffic Impact Fees, dated September 26, 2019
43. Third Party Review Letter of Revised Critical Area Reports, prepared on behalf of the City by Herrera Environmental, dated September 27, 2019
44. SEPA Mitigated Determination of Non-Significance, issued September 30, 2019
45. Notice of Public Hearing, issued on October 2, 2019
46. Puget Sound Clean Air Agency Comment Letter, received on October 3, 2019

II. EXISTING CONDITIONS

A. CONTEXT

The site is approximately 118 acres and is currently occupied by a sand and gravel extraction operation on the majority of the site (Land Lloyd Development Company). The current gravel operation on the site includes the sorting and stock piling of material. In addition, there is a scale house and wash down area. There is also a topsoil production operation on the property.

The Comprehensive Plan and Zoning designations for the site are Planned Development (PD). The PD district requires that any proposed uses that are not already present on the site (surface mining, yard waste recycling, concrete crushing and public utilities) requires a master plan be submitted that shows the proposed development of the site and includes allowed uses, density, height, setbacks and other bulk regulations that will govern any future development of the site. The master plan process was put in place by the City in response to the environmental conditions on the site that would constrain future development. Rather than completing costly studies at the time the City's Comprehensive Plan was adopted, the PD District was created to allow an applicant to perform these studies at the time the property was ready to be developed.

Hylebos Creek runs through the southeastern portion of the property. In addition, an unnamed stream and four on-site wetlands as well as fish and wildlife habitat areas are also present on the site. Access to the site is provided via Milton Road South (5th Avenue).

B. SURROUNDING LAND USES

DIRECTION FROM SITE	ZONING/COMPREHENSIVE PLAN DESIGNATION	EXISTING LAND USE
NORTH	PD	Senior Living Facility
SOUTH	RS/RMD	Vacant Land/ Existing multi-family residences
EAST	RS	Vacant Land/ Existing single-family residences
WEST	B	Gravel storage yard and Interstate-5

Figure 1: Aerial Photograph



2) Deborah Johnson with Department of Health – Email received on May 7, 2019 (Exhibit14)

The Department of Health commented during the Optional DNS process that the proposed site is located within a wellhead protection zone and that the SEPA checklist did not identify the property as being with an aquifer recharge area.

In response to this comment letter, a condition has been imposed in the MDNS that a hydrogeologic report be completed in accordance with the Milton Municipal Code.

3) Karen Walter with Muckleshoot Indian Tribe – Email received May 15, 2019 (Exhibit 15)

The Muckleshoot Indian Tribe commented during the Optional DNS process about the proposed road improvements and culvert replacement at the East Fork of the Hylebos Creek crossing with 5th Avenue. They note that the culvert must be designed to meet WDFW's stream simulation design. A HPA is required as part of this project and the culvert will be reviewed by the Army Corps of Engineers to determine if it is fully compliant for fish passage. In addition, fill in the floodplain for the culvert must be considered as part of the Biological Evaluation.

In response to this comment letter, the City requested third party review of the critical area documents by Herrera Environmental. The City incorporated review comments into its 1st Substantive Review Letter to respond to concerns over the culvert design and the biological evaluation. The applicant responded to these comments and made revisions to the biological evaluation.

4) Bill Nelson with Lakehaven Sewer District – Email received on May 16, 2019 (Exhibit 16)

Lakehaven commented during the SEPA Optional DNS process that portions of the site area mapped as being in their service area for water and sewer and are located within part of a ULID33 for sewer extension and that further investigation and discussion with Pierce County Public Works is necessary.

As part of the master plan application, a site specific sewer letter was submitted to the City from Pierce County Public Works identifying their agency as having capacity and infrastructure to serve the proposed development.

5) Tina Vaslet from Pierce Transit – Email received on May 16, 2019 (Exhibit 17)

Pierce Transit commented during the SEPA Optional DNS process that they do not serve the immediate area of this project and do not have any comments on the proposal.

6) Brian Davis with City of Federal Way – Email and mail received on May 17, 2019 (Exhibit 18)

Federal Way commented during the SEPA Optional DNS process that they had several concerns with the proposed project. The first concern being the procedure and use of the Optional DNS process under WAC 197-11-355 and requesting a second comment period. The second concern being that the traffic impact analysis be submitted to the City for review pursuant to the settlement agreement between Land Lloyd Development Company and the City of Federal Way. The third concern being that if phasing is proposed, the timing of that construction is provided. The fourth concern being that portions of the property abut single family residentially zoned property in the City of Federal Way. The fifth concern being that the property abuts a parcel owned by Lakehaven Water & Sewer District. The sixth concern being that mitigation for the project be for the highest intensity use on the site. The seventh concern being that work hours be in accordance with City of Milton and

City of Federal Way adopted noise ordinances. The eighth concern being that critical areas and their buffers be protected and the critical area reports be provided to the City for review.

The applicant provided the City of Federal Way the traffic impact analysis for review. Expedited review was requested and the City is currently reviewing a resubmittal of the TIA. The site does not in fact border City of Federal Way properties or unincorporated King County properties aside from a shared corner of the site which is already encumbered by the Hylebos Creek and its buffer. Conditions have been imposed to respond to the request that the proposed project adhere to the City of Federal Way's construction noise ordinance.

7) Kelly Racke from Tacoma-Pierce County Health Department – Email received May 23, 2019 (Exhibit 19)

Tacoma-Pierce County Health Department commented during the SEPA Optional Notice of Application that they do not have any comments on the proposal.

IV. AUTHORITY

17.71.050 Specific – Process types.

...

E. Process Type V. Process Type V applications are for discretionary, quasi-judicial permits or land use approvals with full public notice, and a required neighborhood meeting, which are decided upon by the city council.

...

5. Open Record Hearing.

- a. The hearing examiner shall conduct the open record hearing for Process Type V applications as governed by MMC 17.71.130.
- b. Transmittal of File. The applicable director shall transmit to the hearing examiner all written comments received prior to the hearing and information reviewed or relied upon by the applicable director and/or the SEPA responsible official in making the recommendation to the hearing examiner. The file shall also include information verifying compliance with public notice requirements.
- c. Hearing Record. The hearing examiner shall create a complete record of the public hearing including all exhibits introduced at the hearing and an electronic sound recording of the hearing.
- d. Criteria for Recommendation.
 - i. The hearing examiner in Process Type V shall recommend approval, or approval with modifications, for a project if the applicant has demonstrated the proposal complies with the applicable decision criteria of the Milton Municipal Code and all applicable development standards. The applicant carries the burden of proof and must demonstrate a preponderance of the evidence supports the conclusion that the application merits approval or approval with modifications. In all other cases, the hearing examiner shall recommend denial of the application.
- e. Conditions. The hearing examiner may include conditions to ensure a proposal conforms to the relevant decision criteria.
- f. Written Recommendation.

- i. The hearing examiner for Process Type V shall within 10 working days following the close of the record issue a written recommendation.
- ii. The recommendation shall contain the following:
 - (A). Any conditions of approval; and
 - (B). Findings of facts upon which the recommendation, including any conditions, was based and the conclusions derived from those facts.

17.71.060 General – Consolidated review.

The applicant may elect to have all permits, except Process I permits and final subdivisions, for a project considered concurrently. The review process for land use permits for the same site with different process types will follow the higher process decision type.

V. COMMENTS RECEIVED

A. NEIGHBORHOOD MEETING

On June 5, 2019 the City held the required neighborhood meeting in the City Council Chambers. Notice was given in accordance with MMC 17.71.090. Eleven members of the public were in attendance. In attendance from the City was Brittany Port (Contract Senior Planner). Representing the applicant was Spencer Mayes and Justin Carlucci (Bridge Development Partners).

After a brief introduction of the project by City staff, the applicant presented their project and answered questions from the public and City staff. The meeting was adjourned at approximately 7:00, 1 hour after it had commenced. Some of the questions asked/comments raised are included below:

- Truck traffic on 5th Avenue and improvements that are necessary to be made to the road bed as it relates to mitigating any noise/rumble from trucks going past homes on 5th Avenue.
- Existing traffic issues on 5th Avenue, traffic backing up to Birch Street at times and enforcement of speeding.
- Whether additional improvements could be made to 5th Avenue at the same time, including sidewalks for increased safety for those walking on 5th Avenue as there will now be truck traffic.

B. WRITTEN COMMENTS

The City received two written comments on the proposed project from the public. This comment is included as an exhibit to this staff report and is also summarized below:

1) April Elliott – Email received on June 6, 2019 (Exhibit 20)

Ms. Elliott, a member of the public residing in the vicinity of the proposed project wrote the City to request that the City consider applying the traffic impact fees collected as part of this project towards installing the remaining frontage improvements along 5th Avenue that the developer would not be constructing. The developer proposes to widen 5th Avenue in order to accommodate truck

traffic. The developer proposes to construct frontage improvements along its frontage of 5th Avenue as required by City code. Requiring the developer to construct the remaining frontage improvements that would otherwise be constructed in accordance with the City's Transportation Improvement Plan will allow the disturbance of 5th Avenue to be limited to one instance and provide the much needed safety improvements for residents on 5th Avenue prior to sending truck traffic down their road.

2) Puget Sound Clean Air Agency – Email received on October 3, 2019 (Exhibit 46)

Puget Sound Clear Air Agency requests that a condition be placed on the master plan that where demolition of structure(s), earth moving and material handling, heavy equipment operations, and/or disposing of vegetative matter is to occur, it is subject to Puget Sound Clean Air Agency regulations. The requirements may include, but are not limited to the following:

- Agency Regulation I:
Article 8 – Outdoor Burning
Article 9 – Emission Control Standards, Section(s) 9.03, 9.11, and 9.15
- Agency Regulation III:
Article 4 – Asbestos Control Standards

VI. CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following comprehensive plan policies support the proposal:

A. LAND USE ELEMENT

Goal PD 1 Planned Development Districts shall be designated where appropriate to provide opportunities for high-quality, environmentally sensitive, master-planned developments that contribute to the City's vision.

Pol. PD 1.1 Continue Planned Development District shall be developed with uses that are consistent with the City's character and contribute to its economic base.

- a. Redevelopment of the Quarry Site in the PD District (shown in Map LU-1) could include such uses as a continuing care retirement community, a combined RV resort and sports complex, a mixed-use center, or other appropriate use.

Pol. PD 1.2 Ensure that the Planned Development District:

- a. Provides recreation and healthy living options for residents, such as active and passive open space and pedestrian and bicycle facilities
- b. Protects sensitive areas including Hylebos Creek and related aquifer recharge areas, riparian corridors, and other critical areas.

- c. Utilizes creative site design to minimize land alteration and preserve natural features and public amenities such as views and treed ridgelines.
- d. Is compatible with the design and scale of planned uses within the Master Plan and surrounding uses.
- e. Mitigates potential conflicts, such as traffic, noise, lighting, and odor, to lessen the impact on planned uses within the Master Plan and surrounding uses

Goal EV 1 Safeguard the natural environment for current and future generations.

Pol. EV 1.4 Retain and protect wetlands, river and stream banks, ravines, and any other areas that provide essential habitat for sensitive and locally important plant or wildlife species.

B. TRANSPORTATION ELEMENT

Goal TR 1 The City shall ensure that transportation facilities and services, needed to support development, are available concurrently with the impacts of such development in order to protect investments in existing transportation facilities and services, maximize the use of the facilities and services, and promote orderly compact growth.

Pol. TR 1.2 The City shall not issue development permits where the project requires transportation improvements beyond the scope of the City’s 6-year Transportation Improvement Plan to maintain the adopted level of service standards. A developer may provide for needed improvements in transportation facilities and/or services. A developer may also provide strategies to mitigate impacts of their development provided that these strategies are consistent with the City’s goals and objectives.

Pol. TR 1.6 New development shall be allowed only when and where all transportation facilities are adequate at the time of development, or unless a financial commitment is in place to complete the necessary improvements that will mitigate the development’s impacts within six years.

VII. CONSISTENCY WITH ZONING REGULATIONS

A. TITLE 17 - ZONING

MMC 17.38.030 Authorized Uses

In the PD Zoning District, a master plan authorizes the proposed uses for the site (in other zones, uses are authorized per MMC 17.14). The master plan authorized uses in this zone may include any use allowed in any zoning district as an authorized use, a conditional use, or a special use.

The applicant has proposed the following uses as part of their proposed master plan zoning document as being permitted within the site area. Staff has reviewed the uses and proposes the following uses be allowed uses pursuant to the approved master plan.

TABLE 1 - PROPOSED AUTHORIZED USES WITHIN MASTER PLAN	
Accessory Parks and Recreation Facilities	
Air Separation Facilities	
Battery Storage, Distribution, and Processing	
Breweries (no customers visiting premises)	
Contractor Business	
Enclosed salvage and wrecking operations	
Film processing plant	
Lumber and wood product manufacturing or assembly	
Major Utility facilities	
Assembly of heavy equipment, airplanes, or vehicles	
Manufacturing, assembling, processing, and packaging	
Medical equipment manufacturing plant	
Minor Utility facilities	
Mini-warehouses	
Outside storage yards as principal use	
Prepared material, manufacturing, processing or package plants	Permitted
Prepared metal processing and assembly plants	
Professional and business office	
Wireless Communications facilities	
Rock, Stone, brick, concrete or asphalt, batching or assembly	
Sales and rental of heavy machinery and equipment	
Salvage and wrecking yard	
Soil Mixing	
Warehousing and distribution facilities and storage of equipment, commodities, and products	
Storage/Warehousing and distribution, bonded and located within a designated foreign trade zone	
Tow truck operations/impound yard	
Truck terminals	
Utility Yard	
Vehicle repair facility	
Wholesaling	

STAFF ANALYSIS: *Staff concurs with most of the uses proposed in the applicant’s master plan zoning document, with the exception of several uses that would have impacts not included in the supporting studies provided to the City as part of the master plan application. Uses such as food manufacturing, processing or package plants, hospitals, hotels/motels, restaurants, smelting plants, etc. should be excluded as*

they have the potential to introduce impacts to the site not analyzed as part of this proposal, such as customers visiting the site, noxious odors, potential contaminants, and noise. City staff therefore recommends the above uses contained within the applicant’s proposal be adopted as permitted uses within the site in accordance with the approved master plan.

MMC 17.38.040 Bulk Regulations

In the PD zone, a master plan establishes the bulk regulations that shall apply to the site (in other zones, bulk regulations are contained within MMC 17.15A-17.15.C). The applicant has proposed the following bulk and dimensional regulations as part of their proposed master plan zoning document to apply to any development occurring on the site.

TABLE 2 - PROPOSED BULK REGULATIONS WITHIN MASTER PLAN	
BULK AND DIMENSIONAL STANDARDS	
Maximum Building Height	40 ft. – The maximum building height may be increased by 1 ft. for each additional 1 ft. of building setback up to a maximum of 50 ft.
Maximum Building Coverage	50%
Minimum Building Setback from R.O.W	25 ft.
Minimum Side Yard Building Setback	25 ft.
Minimum Rear Yard Building Setback	25 ft.
Minimum Rear Yard Building Setback: Accessory Structure	25 ft.
Minimum Lot Area	12,000 sf.
....For an Accessory Apartment	N/A
....For a Duplex Unit	N/A
Standard Net Density for Multiple Units	N/A
Minimum Lot Width	75 ft.
LANDSCAPE STANDARDS	
Street Planting Strip	10 ft.*
Side Yard Planting Strip	10 ft.
Rear Yard Planting Strip	10 ft.
Internal Parking Lot Landscaping	7%
Landscaping Required Adjacent to Residential Use	This is intended to provide a physical and visual separator between incompatible uses or intensities/densities but where a complete noise barrier is not necessary.

Examples of use:

- 1) interior lot line buffering between single-family development and commercial, office, industrial, or multi-family uses.
- 2) between multi-family development and non-residential uses or arterial roadways.
- 3) between public schools and commercial and industrial uses, etc.

See below for screening requirements.

Screening Requirements

1. Landscaping separating incompatible uses shall utilize a Full Screen/Berm/Solid Screen Fence which shall include “Canopy Vegetation” and either a “Vegetative Screen”, a “Berm” or a “Solid Screen Fence/Wall”
 - a. Canopy Vegetation: Trees at a rate of 1 per 25 lineal feet of lot line shall be interspersed throughout the landscape strip in groupings or uniform rows. Minimum mature height shall be 20 feet.
 - b. Vegetative Screen: The Vegetation Screen shall consist of: (1) evergreen shrubs at a rate of 1 per 5 lineal feet of landscape strip; or (2) closely spaced evergreen trees, at a rate of 1 per 8 lineal feet of landscape strip, or a combination of the two in separate sections. The screen may consist of either overlapping clusters or a solid row of material. If overlapping clusters are used, the overlap shall be at least one-half plant width. Spacing shall be as follows: (1) evergreen trees for the landscape screen at no greater than 8 feet on center, with no more than 10 feet on center between clusters; (2) shrubs for the landscape screen shall be no greater than 5 feet on center, with no greater than 7 feet on center between clusters; or (3) planting spacing shall be such that shrubs create a solid continuous screen of vegetation within three years to fully screen adjacent land uses. Vegetative screening materials shall have a minimum mature height of 6 feet.
 - c. Berm: The earthen berm shall be a minimum of 4 feet high, measured from street curb or the crown of the adjacent paved way for road frontages or existing grade for interior lot lines. Vegetative groundcover shall cover a minimum of 50 percent of the landscape strip area at maturity. Berms less than 6 feet in height shall be planted with evergreen shrubs at a rate of 1 per 4 lineal feet of landscape strip, to a mature height equal to or greater than a 6-foot high berm. The screen may consist of either overlapping groupings or a solid row of material. If overlapping groupings are used, the overlap shall be at least one-half plant width. Shrub spacing shall be no

	<p>greater than 4 feet on center, with no greater than 6 feet on center between groupings.</p> <p>d. <u>Solid Screen Fence/Wall</u>: The fence should be 100% opaque and a minimum of 6 feet in height.</p> <p>e. <u>Screen Width</u>: All required vegetation shall be located adjacent to the lot line and shall have a minimum planting bed width of 10 feet, with no required vegetation located greater than 30 feet from the lot line. If a “Solid Screen Fence/Wall is utilized, the entirety of the 10’ planting bed should be located between the property line and the fence.</p> <p>f. Installation of vegetative groundcover is encouraged but not required within the planting area.”</p>
PARKING STANDARDS	
Industry, Light	1 space for every 3 employees on largest shift or 1 space per 1,000 sf of gross floor area, whichever is greater
Professional Offices	1 space per 400 sf of floor space
Warehousing	1 space per 2,000 sf of floor space
All other allowed uses	Parking standards for all other allowed uses shall be in accordance with MMC 17.48.
Compact Parking	Thirty percent of the required spaced, whenever 10 or more spaces are required, may be compact stalls

* When parking is adjacent to, and at the same grade as a public way, a 4-foot-tall and 12-foot-wide landscape berm is required between the right of way and the off-street parking. If the finished grade of the off-street parking is located significantly higher or lower than the adjacent right of way where a berm becomes infeasible, a 10-foot-wide landscape strip is all that is required.

STAFF ANALYSIS: *For the purpose of their master plan, the applicant has proposed standards similar to those found in the City’s M-1 (Light Manufacturing) zoning district. The applicant has stated that anticipated uses will likely be similar to those found in the M-1 district. During project review, some dimensional standards, setbacks and buffers proposed based off of the M-1 zoning district were modified to meet the needs of the project or to provide additional protection between adjacent land uses. See the City’s 1st Substantive Review Letter in Exhibit 24. As proposed, staff concurs that the bulk regulations are appropriate for mitigating impacts from the proposed uses. Proposed bulk and dimensional standards that will apply within the site are summarized in the table above. In Section IX of this staff report, the applicant’s specific proposal will be evaluated for consistency with their proposed regulations.*

MMC 17.44.110.G Significant Tree and Tree Grove Protection

The applicant has not specified any unique significant tree retention requirements that will apply to the property, thus the City will impose its significant tree and tree grove protection requirements.

The master plan site consists of an active gravel mine containing large disturbed areas of land that is currently cleared and non-vegetated where current mining is taking place. The existing trees onsite are primarily comprised of native deciduous and coniferous species including Douglas fir, Black cottonwood, Red alder, Western red cedar, Bigleaf maple, Pacific madrone and various willow species. In total, 4,206 replacement trees are proposed to meet the City’s tree replacement requirements for significant trees that could not reasonably be retained. See the tree retention plan in Exhibit 38.

B. TITLE 13 – PUBLIC SERVICES

Staff has reviewed the preliminary civil plans and has determined that as designed they likely meet the requirements contained within Title 13 of the Milton Municipal Code. The applicant has proposed significant stormwater improvements to manage runoff from the site once developed including a 782-ft long x 91-ft wide detention vault with a storage depth of 31 feet, accommodating 2,206,022 ft³ of stormwater runoff from the site. Full compliance with Title 13 will be determined and approved upon the issuance of Civil Plans.

C. TITLE 18 – ENVIRONMENT

The proposed master plan site contains Hylebos Creek, an unnamed stream and four on-site wetlands as well as fish and wildlife habitat areas. A Biological Evaluation and Wetland and Fish Habitat Assessment Report and Mitigation Plan were prepared by Jon Pickett of Soundview Consultants in March, 2019 and subsequently revised in August, 2019 based on review conducted on behalf of the City by Herrera Environmental Consultants on June 20, 2019.

Hylebos Creek runs through the southeast corner of the site, as well as an unnamed stream herein named Stream Y. Both the Hylebos Creek and Stream Y are classified as a Type F streams requiring 150-foot buffers under MMC 18.16.640.D.2. Three of the on-site wetlands are considered Category IV wetlands subject to the 40-foot standard buffers under MMC 18.16.320.C.1, Table 1. The fourth wetland is considered a Category III with a low habitat score of 4 points which requires the standard 60-foot buffer. The portion of the Hylebos Creek which crosses the site is not a “shoreline of the state” under RCW 90.58.030 and is not subject to the City’s Shoreline Mater Program because the creek’s mean average flow at the site is less than 20 cubic feet per second (cfs).

TABLE 3 – WETLAND AND STREAM DELINEATIONS			
Wetland/Stream Name	Size/Length onsite	Category/Type	Required Buffer
Wetland A	46,258 SF	IV	40'
Wetland B	79,762 SF	III	60'
Wetland C	1,043 SF	IV	40'
Wetland D	16,341 SF	IV	40'
Hylebos Creek	1,200 LF	F	150'

Due to the wetlands and streams present on the property, conformance with the standards contained within MMC 18.16 is necessary. A critical areas report was submitted by the applicant in association with their master plan, site plan and SEPA application. The land use administrator, or his or her designee, has the authority to interpret and apply the provisions contained within MMC 18.16. Below is a summary of conformance with the standards contained within that chapter.

MMC 18.16.320 Performance standards. (Wetlands)

- A. Activities and uses shall be prohibited from wetlands and wetland buffers, except as provided for in this chapter. Activities may only be permitted in a wetland or wetland buffer if the applicant can show that the proposed activity will not degrade the functions and values of the wetland and other critical areas, or that the impacts to the functions and values will be fully mitigated.

STAFF ANALYSIS: *Activities and uses are located outside of the wetlands and their buffers, with the exception that intrusion into the 15-ft building setback for Wetland B is proposed. A wetland and fish and wildlife habitat assessment report and mitigation plan have been reviewed by the City's consultant (Herrera Environmental) who concurred with the applicant's application of the standards contained within this section. As described in their review letter in Exhibit 22, the mitigation proposed for impacts to the buffer of Wetland B are adequate because all impacts are within the 15-foot building setback and are consistent with industry standard. Conditions contained within this staff report will ensure consistency with MMC 18.16 and protection of critical area functions and values.*

- B. Category III and IV wetlands less than 4,000 square feet may be exempted or partially exempted from the provisions of this chapter and may be altered by filling or dredging as outlined below.

STAFF ANALYSIS: *The wetland does not meet the size threshold for full or partial exemption.*

- C. Wetland Buffers.

STAFF ANALYSIS: *The City's standard buffers of 40' and 60' have been applied in accordance with MMC 18.16.320.C as detailed above in Table 3.*

Wetland mitigation is proposed for Wetland B to include compensation for 180-square feet of intrusion into the 15-foot building setback. Performance bonds and a 5-year monitoring period will also be required as part of the conditions contained within this staff report to ensure successful reestablishment of vegetation within the buffer following construction of the proposed school.

- D. Signs and Fencing of Wetlands.

STAFF ANALYSIS: *The applicant's permit plan set does not denote whether fencing or signage is proposed. As a condition of this staff report, fencing and signage will be required to ensure that unauthorized intrusion and future impacts to the wetland do not occur.*

MMC 18.16.640 Performance standards. (Fish and Wildlife Habitat Conservation Areas)

- A. Alterations Prohibited. Land development and use shall be prohibited from habitat conservation areas and their buffers, except in accordance with this chapter.

STAFF ANALYSIS: *The applicant's proposal for on-site development does not include any land development or use within the habitat conservation areas or their buffers. However, the applicant's required off-site frontage improvements will result in alterations to the Hylebos Stream where it crosses 5th Avenue. The applicant has prepared a biological evaluation of the off-site improvements which was reviewed by the City's consultant (Herrera Environmental) who concurred with the applicant's application of the standards contained within this section. The applicant will be required to apply for and obtain a Joint Aquatic Resources Permit Application (JARPA) and/or a Hydraulic Permit Application (HPA) with the Army Corps of Engineers prior to civil plan approval for activities within the habitat conservation areas and their buffers, though the proposed activities are in accordance with this code.*

- B. Mitigation Shall Result in Contiguous Corridors. When mitigation is required to offset impacts, mitigation sites shall be located to preserve or achieve contiguous wildlife habitat corridors to minimize the isolating effects of development on habitat areas, so long as mitigation of aquatic habitat is located within the same aquatic ecosystem as the area disturbed.

STAFF ANALYSIS: *Mitigation proposed for impacts to the Hylebos Creek include construction of a new bottomless culvert to replace two existing culverts where Hylebos Creek crosses 5th Avenue. The existing culverts include a 72-inch-diameter by 62-foot-long culvert and another partially or completely blocked 36-inch-diameter by 62-foot long culvert. The new culvert will restore the natural stream channel underneath the roadway. As described, the culvert will be self-mitigating. If designed to meet WDFW's stream simulation design per the 2013 Water Crossing Design Guidelines, which will be reviewed by the U.S. Army Corps of Engineers under the submittal of a Joint Aquatic Resources Permit Application (JARPA), additional potential environmental impacts may be considered as the culvert design is completed.*

- C. Approvals of Activities May Be Conditioned. The city shall condition approvals of activities allowed within or adjacent to a habitat conservation area or its buffers, as necessary, to minimize or mitigate any potential adverse impacts. Conditions may include, but are not limited to, the following:

STAFF ANALYSIS: *Conditions have been proposed as part of this staff report to require that any potential adverse impacts of land development adjacent to habitat conservation areas is minimized or mitigated in accordance with this subsection.*

- D. Buffers.

STAFF ANALYSIS: *The City's standard buffer of 150' for Type F water bodies has been applied in accordance with MMC 18.16.460.D as detailed above in Table*

3.

E. Signs and Fencing of Habitat Conservation Areas. In accordance with MMC 18.16.320(D).

STAFF ANALYSIS: *The applicant's permit plan set does not denote whether fencing or signage is proposed. As a condition of this staff report, fencing and signage will be required to ensure that unauthorized intrusion and future impacts to the stream do not occur.*

F. Subdivisions. In accordance with MMC 18.16.340.

STAFF ANALYSIS: *Subdivisions are not proposed.*

G. Anadromous Fish.

STAFF ANALYSIS: *Conditions have been proposed as part of this staff report to require that any potential adverse impacts of alterations within the water body of Hylebos Creek to anadromous fish is minimized or mitigated in accordance with this subsection.*

H.

I. Allowed Uses. The following specific activities may be permitted within a riparian habitat area, pond, lake, water of the state, or associated buffer when the activity complies with the following standards and the adopted shoreline master program:

STAFF ANALYSIS: *The proposed use within the riparian habitat area of Hylebos Creek is construction of a roadway within the existing road prism, which is an allowed use pursuant to this section.*

VIII. CONSISTENCY WITH PLANNED DEVELOPMENT CRITERIA

The applicant applied for concurrent master plan approval and site plan review of their proposal. The Master Plan Application is required to meet review and approval criteria contained in MMC 17.38.070, which is discussed in this section. The applicant submitted responses to the criteria in letter dated August 23, 2019, included as Exhibit 25. These responses and staff analysis of the proposal are summarized below.

1. The city's comprehensive plan.

STAFF ANALYSIS: *The proposal was found to be consistent with goals and policies stated in the Comprehensive Plan. Some of these goals and policies are listed in Section VI of this staff report.*

2. The policies set forth in the state's Growth Management Act.

STAFF ANALYSIS: *The proposal is generally consistent with the Growth Management Act in that it (1) encourages development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner, (2) encourages economic development throughout the state consistent with the City's comprehensive plans, and will provide for*

between 900-1200 jobs within the City, and (3) includes improvements to public facilities and services necessary to support development that will be available at the time of occupancy and does not decrease current service levels below locally established minimum standards.

3. The requirements of the State Environmental Policy Act (SEPA).

STAFF ANALYSIS: *The City of Milton conducted the environmental review of this proposal in accordance with its SEPA procedures and issued a Mitigated Determination of Non-Significance (MDNS) on September 30, 2019.*

Seven comments were received during the SEPA comment period and have subsequently been addressed by the applicant and/or incorporated into the threshold determination as mitigation measures. See Section III.

4. There shall be a demonstrated need for the master plan within the community at large which shall not be contrary to the public interest.

STAFF ANALYSIS: *The location of the proposal is in close proximity to Port of Tacoma, I-5 and 167 making it a location advantageous for light industrial development. The applicant estimates that the development will bring approximately 900 to 1200 family wage jobs to the local community, spurring economic growth in Milton and expanding the City's tax base. The applicant notes that the sites access to the I-5 and 167 corridors make this location ideal for light industrial development. Class A buildings in this market are in high demand and the proximity to the Port of Tacoma, Port of Seattle, and access to I-5, make this location highly desirable. Vacancies in the Light Industrial sector of the Seattle/Tacoma market are declining, demonstrating the need for the development of warehousing and distribution facilities both for the local and regional community. In addition, specifically to the City of Milton the proposal will create living wage jobs and have a ripple effect of other jobs that will be created not directly employed at the facility (construction, truck drivers, logistics coordinators, etc.). Tax revenue from construction, Business & Operations Taxes, and Property Taxes from increase valuations will also be a substantial boon to the City of Milton.*

5. The master plan shall be located, planned, and developed in such a manner that all uses shall not be detrimental to the health, safety, convenience, or general welfare of persons residing or working in it or the persons residing or working in the community.

STAFF ANALYSIS: *The project is adjacent to a senior living facility, multi-family housing, and single family housing. Proposed setbacks and landscape buffers have been added by request of the City to buffer these uses. Pedestrian pathways within the site and off-site transportation improvements are included with the proposal. The proposed development standards are sufficient for the potential uses, being in excess of those applied elsewhere in the City for similar uses and the conditions imposed will mitigate any adverse impacts to adjacent properties. The project, as mitigated by this staff report, will not be detrimental to health, safety, convenience or general welfare.*

6. The site is of adequate size to accommodate the proposed uses, including, but not limited to, parking, traffic circulation, and buffers from adjacent properties.

STAFF ANALYSIS: *The project site is 118 acres and the proposal is for approximately 2,043,024sf of light industrial space within four buildings. For parking, minimum parking ratios have been proposed from industry standards. The parking provided on site is to meet the expected mix of office and warehouse space on site, however, the end users of the buildings are unknown and the mix of office and warehouse space may change. If office space increases over time, the applicant has proposed that truck dock doors and maneuvering space can be converted to vehicle parking, meeting the required parking ratios established in MMC 17.48.*

Adequate space on the site is devoted to vehicular circulation, and landscape buffers are provided adequate to buffer potential uses from adjacent residences.

7. Adequate landscaping, screening, yard setbacks, open spaces, or other design elements necessary to mitigate the impact of the planned development master plan upon neighboring properties shall be provided.

STAFF ANALYSIS: *The master plan criteria state that development standards are consistent with regulations found in other sections of code. Because many development standards were modeled off of the M-1 zoning district, the minimum setbacks were originally proposed at 0'. These setbacks were increased to be a minimum of 25', and language was added that landscaping buffers are increased when located adjacent to an incompatible use. In addition, the maximum height at the setback line is 40' and additional height is allowed as the buildings "step-back", up to a maximum of 50'. The proposed site plan depicts a 96'-7" setback from the north property line, over 150' setback from the south property line, and 157'-11" setback from the east property line. The proposed height of the building, in combination with its setback from adjacent property lines, will minimize visual impact of the building on neighboring properties as depicted in the applicant's site plan section shown on Sheet A0.2.*

Proposed landscaping and screening requirements require a 10-ft or 20-ft vegetative screen, and use of fencing to screen adjacent uses. A mitigation measure was imposed as part of the SEPA review and is also recommended as part of this staff report that an acoustical expert be consulted prior to issuance of building permits to ensure that appropriate mitigation is proposed for the property to the south, which may include a noise wall. A combination of landscaping, screening, building stepbacks, and setback requirements is anticipated to mitigate any impact of the proposed development on neighboring properties.

8. All external illumination is designed to face inward, so that impact to adjacent properties is mitigated to the greatest extent practicable.

STAFF ANALYSIS: *The applicant provided standards for parking and pedestrian illumination, and for exterior building illumination, that meets the intent of this criteria.*

9. Parking areas are designed to assure that headlight glare from internal traffic does not affect motorists on adjoining streets.

STAFF ANALYSIS: *The current site plan depicts parking lot landscaping that mitigates headlight glare. In addition, the grading on the site will be such that no parking lots are at the same grade as the street itself. Upon City request, the applicant also added language to the proposed*

master plan document describing this requirement when parking is adjacent to and at the same grade as public right-of-way.

10. On-site drainage is designed to assure that post-construction drainage has no greater impact on downstream properties than preconstruction drainage.

STAFF ANALYSIS: *All proposals will be reviewed to ensure that stormwater is managed onsite so that it meets City of Milton drainage standards and the adopted stormwater manual. The site must be designed to retain stormwater on site and release it at levels consistent with the pre-development condition.*

11. The proposed access to the site must be adequate considering traffic safety and existing street conditions.

STAFF ANALYSIS: *The applicant submitted a traffic impact analysis that considered the traffic safety and existing street conditions. The TIA was subsequently revised in response to review comments from the City's third-party review consultant, Transportation Solutions, Inc. who asked for collision data to be considered. The proposed access includes appropriate sight distance considerations, will construct sidewalks along the properties frontage, and will widen the shoulder on 5th Avenue down to Porter Way to provide for an increased distance from truck traffic to adjacent properties.*

12. There is adequate sight distance at each proposed point of access to the site to assure traffic safety.

STAFF ANALYSIS: *Appropriate sight-distance is provided at each of the three proposed points of access to the site. Landscaping has been designed to not inhibit sight-distance at these driveways.*

13. The applicant must demonstrate and the hearing examiner must find that the noise generated by the proposed use shall not exceed the maximum permissible noise levels set forth in Chapter 173-60 WAC and shall not be an increase of more than five dBA above the ambient noise level. The ambient noise level shall be measured using the 15-hour period from 7:00 a.m. to 10:00 p.m. instead of using a 24-hour period.

STAFF ANALYSIS: *The applicant has stated that they will engage an acoustical expert to conduct a sound/noise study to ensure this proposal is in compliance with the maximum permissible noise levels. A SEPA mitigation measure and recommended condition of approval has been included that this noise study be provided to the City during civil plan review, and should include any required noise mitigation at that time.*

An additional SEPA mitigation measure and recommended condition of approval has been included stating the applicant shall construct a 20-foot wide landscape buffer providing a solid vegetative screen barrier along the north, south and west property boundaries, to mitigate noise to adjacent residences. In addition, a minimum 8-foot tall solid screen fence shall be provided along the retaining wall at the southern property boundary that borders existing multi-family apartments to the south, so as to provide a visual barrier to the facility in accordance with the site plan sections depicting sight-line from the adjacent apartments to the proposed development.

14. The generation of noise, noxious or offensive emissions or odors, or other nuisances which may be injurious or detrimental to the community must be mitigated to the greatest extent practicable.

STAFF ANALYSIS: *Light industrial uses are proposed on the site, which are not well defined by the municipal*

code and as such it is difficult to understand what odors or other nuisances may occur as a result of development on this site. Upon request by the City, the applicant provided a detailed list of potential uses on the site. This list has been refined by City staff and as proposed in Table As proposed, the development is adequately mitigated to avoid issues with generation of noise odors, or other nuisances, and if other uses are proposed in the future they will be reviewed and mitigated at that time.

15. Availability of adequate infrastructure as required for subdivisions.

STAFF ANALYSIS: *Not applicable, there is no subdivision proposed at this time.*

16. Parking lots associated with a master plan shall be subject to the following standards:

- a. To the extent necessary to preserve public safety and prevent crime, parking lots shall be fenced to limit access and lighted to improve visibility.
- b. Parking lot owners shall provide a plan to ensure adequate maintenance of parking lots. The parking lot owner shall also post security or have an ongoing owners' association or equivalent to cover the cost of implementing the plan.

STAFF ANALYSIS: *The applicant has stated that due to the proposed buildings being speculative industrial development, fencing around the parking lots is not needed. Fencing may be added at tenant requests once a specific tenant is brought on board. Staff concurs that fencing is likely unnecessary as parking for the site is entirely in support of industrial/warehousing uses, and does not require fencing for safety or crime reduction as multi-family residential parking lots might require.*

A condition has been added to this staff report to require that a maintenance agreement/CC&Rs be recorded prior to building permit issuance for the proposed development.

17. Standards

- a. Maximum building site coverage: 50 percent.
- b. Minimum structural setback: 25 feet.
- c. The operation of the planned development shall be effectively screened from view by using a solid screen six feet high. Screening may include fences, walls, vegetation, berms with vegetation, combinations of these, or other methods, all of which must provide a permanent solid screen barrier to visibility from rights-of-way and adjacent and nearby properties. Vegetation used for screening must be of sizes, types, numbers, and siting adequate to achieve 100 percent opacity within three years. All vegetation used for screening shall be maintained in a healthy condition. Vegetation used for screening that dies shall be replaced within six months. Native vegetation shall be emphasized for replanting in screening areas if feasible. Vegetation for screening may include preserved native vegetation that meets the aforementioned requirements. Vegetation planted within low impact development facilities may count towards site screening requirements. Fences and walls over six feet high, which may be required to screen the use from adjacent properties, shall require a building permit and shall maintain the setback required in these criteria.

STAFF ANALYSIS: *The master plan proposal has been updated to include a 50 percent maximum building site coverage and a 25-foot minimum structural setback from all property lines.*

In addition, the landscaping provided on the site has been increased by the City's request to ensure that the proposed development is effectively screened from view from both adjacent properties and the street using a combination of solid fences, walls, vegetation and berms. The master plan document was updated with language from the L-3 landscape buffer required in Pierce County for industrial development adjacent to residential. In complying with the bulk and dimensional requirements in the master plan for the site plan approval, the applicant has proposed using a vegetative screen as well as a solid 6-foot fence.

IX. CONSISTENCY WITH SITE PLAN REVIEW CRITERIA

The applicant applied for concurrent master plan approval and site plan review of their proposal. Major Site Plan approval is typically a Process Type IV permit with the decision maker being the Hearing Examiner. Being that the permits are being applied for concurrently, per "MMC 17.71.060 General - consolidated review", major site plan approval shall also follow the process for master plan approval. Staff analysis of how the proposal meets the review criteria for site plan approval contained in MMC 17.62.05.

1. The site is of adequate size to accommodate the proposed use, including, but not limited to, parking, traffic circulation, and buffers from adjacent properties, if needed; and

STAFF ANALYSIS: *See discussion in Section VIII.6.*

2. All external illumination is designed to face inward, so that impact to adjacent properties is minimized to the greatest extent practicable; and

STAFF ANALYSIS: *See discussion in Section VIII.8.*

3. Parking areas are designed to assure that headlight glare from internal traffic does not affect motorists on adjoining streets; and

STAFF ANALYSIS: *See discussion in Section VIII.9.*

4. On-site drainage is designed to assure that post-construction drainage has no greater impact on downstream properties than preconstruction drainage; and

STAFF ANALYSIS: *See discussion in Section 0.*

5. There is adequate sight distance at each proposed point of access to the site to assure traffic safety; and

STAFF ANALYSIS: *See discussion in Section VIII.12.*

6. If the site abuts an existing residential use, a solid visual and noise barrier composed of fencing and landscaping will be in place prior to occupancy; and

STAFF ANALYSIS: *See discussion in Section VIII.7.*

7. The site plan is consistent with the policies set forth in the state’s Growth Management Act; and

STAFF ANALYSIS: See discussion in Section VIII.2.

8. The site plan is consistent with the city’s comprehensive plan; and

STAFF ANALYSIS: See discussion in Section VI.

9. The site plan complies with all applicable city development regulations including, but not limited to, all regulations found in MMC Titles 13, 16, 17 and 18.

STAFF ANALYSIS: Conformance with Titles 13 and 18 has been detailed in Section VII above. Title 16 does not apply to the proposal. In Section VII, the applicant’s proposed zoning has been detailed in accordance with their master plan zoning document as within the PD Zoning District, a master plan authorizes the allowed uses and bulk and dimensional regulations that will apply to the site. Any development on the proposed site which requires site plan approval then would be reviewed in accordance with the zoning regulations established within the master plan. Should the master plan be silent on certain requirements that apply elsewhere in the City, the City’s Municipal Code shall regulate those (i.e. critical areas, significant tree retention). Conformance with the master plan development regulations established in Section VII is detailed below in Table 4 of this staff report. Compliance with zoning regulations not set forth in the master plan is discussed in Section VII.

TABLE 4 – SITE PLAN REVIEW CONFORMANCE WITH PROPOSED MASTER PLAN DEVELOPMENT REGULATIONS		
	PROPOSED STANDARDS	CONFORMANCE WITH PROPOSED STANDARDS
BULK AND DIMENSIONAL STANDARDS		
Maximum Building Height	40 ft. – The maximum building height may be increased by 1 ft. for each additional 1 ft. of building setback up to a maximum of 50 ft.	<i>The four industrial buildings as proposed on sheet A0.2 are 40’ from the finished floor elevation to the top of the parapet. The buildings are also setback 96’-7” setback from the north property line, over 150’ setback from the south property line, 138’-10” from the west property line, and 157’-11” setback from the east property line, thus falling within the 50’ feet allowed under the master plan. Full conformance will be determined upon building permit application.</i>
Maximum Building Coverage	50%	<i>Building coverage as calculated on sheet A0.1 is 39.8%, falling within the allowed 50% building coverage under the master plan. Full conformance will be determined upon building permit application.</i>
Minimum Building	25 ft.	<i>The structures on the site are setback a</i>

Setback from R.O.W		<i>minimum of 138'-10" from the right-of-way, in excess of the requirement imposed under the master plan.</i>
Minimum Side Yard Building Setback	25 ft.	<i>The structures on the site are setback a minimum of 96'-7" from the north property line and over 150' from the south property line, in excess of the requirement imposed under the master plan.</i>
Minimum Rear Yard Building Setback	25 ft.	<i>The structures on the site are setback a minimum of 157'-11" from the east property line, in excess of the requirement imposed under the master plan.</i>
Minimum Rear Yard Building Setback: Accessory Structure	25 ft.	<i>The site plan depicts four primary structures and no accessory structures.</i>
Minimum Lot Area	12,000 sf.	<i>As no subdivision is proposed, this does not apply.</i>
....For an Accessory Apartment	N/A	<i>No residential development is proposed nor permitted under the master plan. This does not apply.</i>
....For a Duplex Unit	N/A	<i>No residential development is proposed nor permitted under the master plan. This does not apply.</i>
Standard Net Density for Multiple Units	N/A	<i>No residential development is proposed nor permitted under the master plan. This does not apply.</i>
Minimum Lot Width	75 ft.	<i>As no subdivision is proposed, this does not apply.</i>
LANDSCAPE STANDARDS		
Street Planting Strip	10 ft.*	<i>The landscape plan has been revised to depict a 10' landscape strip along the property's street frontage consisting of trees planted 30' o.c., shrubs, and groundcover.</i>
Side Yard Planting Strip	10 ft.	<i>The landscape plan has been revised to depict a 10' landscape strip along the property's side yards consisting of trees planted 30' o.c., shrubs, and groundcover. In addition to the required landscape buffer, on the south and north property boundary where the proposed development abuts residential developments additional screening has been proposed in accordance with the screening requirements discussed below.</i>
Rear Yard Planting	10 ft.	<i>The landscape plan has been revised to depict</i>

Strip		<i>a 10' landscape strip along the property's rear eastern property line consisting of trees planted 30' o.c., shrubs, and groundcover.</i>
Internal Parking Lot Landscaping	7%	<i>The applicant calculates that at least 7% of the parking lot area is devoted to landscaping.</i>
Landscaping Required Adjacent to Residential Use	<p>This is intended to provide a physical and visual separator between incompatible uses or intensities/densities but where a complete noise barrier is not necessary.</p> <p>Examples of use:</p> <p>1) interior lot line buffering between single-family development and commercial, office, industrial, or multi-family uses.</p> <p>2) between multi-family development and non-residential uses or arterial roadways.</p> <p>3) between public schools and commercial and industrial uses, etc.</p> <p>See below for screening requirements</p>	<i>Additional landscaping/screening is provided at the northern and southern property boundaries adjacent to residential uses.</i>
Screening Requirements	<ol style="list-style-type: none"> 1. Landscaping separating incompatible uses shall utilize a Full Screen/Berm/Solid Screen Fence which shall include "Canopy Vegetation" and either a "Vegetative Screen", a "Berm" or a "Solid Screen Fence/Wall" <ol style="list-style-type: none"> a. <u>Canopy Vegetation-L3</u>: Trees at a rate of 1 per 25 lineal feet of lot line shall be interspersed throughout the landscape strip in groupings or uniform rows. Minimum mature height shall be 20 feet. b. <u>Vegetative Screen-L3</u>: The Vegetation Screen shall consist of: (1) evergreen shrubs at a rate of 1 per 5 lineal feet of landscape strip; or (2) closely spaced evergreen trees, at a rate of 1 per 8 lineal feet of landscape strip, or a combination of the two in separate sections. The screen may consist of either 	<i>A 20-ft wide solid vegetative screen barrier is provided adjacent to the right-of-way and from residential properties to the north meeting the requirement of 1.b, and a solid 6-ft fence is provided on the south property boundary between the proposed parking lot and the 10-ft landscape buffer, meeting the requirement of 1.d.</i>

overlapping clusters or a solid row of material. If overlapping clusters are used, the overlap shall be at least one-half plant width. Spacing shall be as follows: (1) evergreen trees for the landscape screen at no greater than 8 feet on center, with no more than 10 feet on center between clusters; (2) shrubs for the landscape screen shall be no greater than 5 feet on center, with no greater than 7 feet on center between clusters; or (3) planting spacing shall be such that shrubs create a solid continuous screen of vegetation within three years to fully screen adjacent land uses. Vegetative screening materials shall have a minimum mature height of 6 feet.

- c. Berm-L3: The earthen berm shall be a minimum of 4 feet high, measured from street curb or the crown of the adjacent paved way for road frontages or existing grade for interior lot lines. Vegetative groundcover shall cover a minimum of 50 percent of the landscape strip area at maturity. Berms less than 6 feet in height shall be planted with evergreen shrubs at a rate of 1 per 4 lineal feet of landscape strip, to a mature height equal to or greater than a 6-foot high berm. The screen may consist of either overlapping groupings or a solid row of material. If overlapping groupings are used, the overlap shall be at least one-half plant width.

Shrub spacing shall be no greater than 4 feet on center, with no greater than 6 feet on center between groupings.

- d. Solid Screen Fence/Wall-L3:
The fence should be 100% opaque and a minimum of 6 feet in height.
- e. Screen Width: All required vegetation shall be located adjacent to the lot line and shall have a minimum planting bed width of 10 feet, with no required vegetation located greater than 30 feet from the lot line. If a "Solid Screen Fence/Wall is utilized, the entirety of the 10' planting bed should be located between the property line and the fence.
- f. Installation of vegetative groundcover is encouraged but not required within the planting area."

PARKING STANDARDS

Industry, Light	1 space for every 3 employees on largest shift or 1 space per 1,000 sf of gross floor area, whichever is greater	<i>The proposal includes 2,043,024sf of warehousing and office space. Sheet A0.1 details the parking stall count/break down based on the share of the structures use. Currently, the site conforms to the specific parking standards in the master plan. Should the ratio of office to warehouse switch, or a new use be proposed, parking standards will be reevaluated and the applicant will remove replace loading dock areas with additional parking to meet the required parking ratios. Full conformance will be determined at the time of building permit application.</i>
Professional Offices	1 space per 400 sf of floor space	
Warehousing	1 space per 2,000 sf of floor space	
All other allowed uses	Parking standards for all other allowed uses shall be in accordance with MMC 17.48.	
Compact Parking	Thirty percent of the required spaced, whenever 10 or more spaces are required, may be compact stalls	

X. AGREEMENTS

A development agreement has been proposed by the applicant that will be considered by the City Council at a separate public hearing should the City Council approve this master plan. The development agreement provides for a path forward should the applicant not be able to obtain property necessary to make the required off-site improvements.

XI. CONCLUSIONS AND FINDINGS

1. The property is located at 38000 Milton Road S in Milton, WA (King County parcel nos. 322104-9130, -9137, -9148, -9150, -9151, -9152 and -9153; 750500-0005, -0010, -0030, -0050, -0065, -0070, -0090, -0105, -0125, -0130, -0140, -0150, -0160, -0185, -0200, -0215, -0245, -0255, -0260, -0270, -0275, -0280, -0285, -0290, -0365, -0380, -0390, -0400, -0430, -0435, -0450, -0460, -0480, -0485, -0490, -0495, -0500, -0555, -0580, -0590, -0600, -0605, -0615, -0620, -0650, -0655, -0660, -0665, -0700, -0705, -0710, -0715, -0720, -0725, -0900, -0915, -9125, and -9135).
2. The applicant proposes to construct four industrial/warehouse buildings totaling approximately 2,043,024sf. Along with the building construction, the project will include demolition of existing structures, grade and fill activities, paved parking and truck maneuvering areas, landscaping, storm water facilities, water and sanitary sewer extensions, a street vacation, frontage road improvements, off-site roadway improvements along Milton Road/5th Avenue, and at the intersection of Milton Road/Porter Way and Porter Way/Pacific Highway. Buffer averaging is proposed for two on-site wetlands. Access will be provided off of Milton Road.
3. The site is currently used for a gravel mining operation under an approved Surface Mine and Reclamation Permit and will be required to complete reclamation of the site in accordance with the Washington Department of Natural Resources.
4. A previous master plan for the site existed and subsequently expired when the project failed to obtain the required number of building permits within the first five years of the master plan approval. The Meridian at Stone Creek Assisted Living facility was the only constructed project as part of the expired master plan, and is operating under a valid site plan approval and subject to the requirements of the original master plan.
5. The applicant submitted an application for concurrent Master Plan, Site Plan Approval, and SEPA environmental review to construct the four industrial/warehouse buildings and associated improvements on March 29, 2019. The application for a Master Plan, Site Plan Approval and SEPA were determined to be complete on April 17, 2019.
6. The application included submittal of the City's master application, civil engineering plans, landscape and irrigation plans, lighting plan, preliminary site plan, SEPA checklist, certificates of water, sewer and electric availability, geotech report, stormwater site plan, stormwater pollution prevention plan, traffic impact analysis, off-site improvements biological evaluation, off-site improvements wetland report, a wetland report for on-site wetlands, and payment of applicable fees.
7. Timely notice of the application was posted in accordance with MMC 17.71.120 on May 1, 2019. A notice was mailed to surrounding property owners within 500 feet of the project site, sent to SEPA agencies, published in The Tacoma News Tribune, and posted on a board on the site.
8. Notice of a neighborhood public meeting was published in accordance with MMC 17.71.090 on May 1, 2019. The neighborhood public meeting was held on May 29, 2019 at City Hall.
9. The Hearing Examiner has jurisdiction to consider and issue a recommendation to the City Council on the issues presented by this request.

10. As conditioned, the proposed development meets the requirements of the Milton Municipal Code.
11. Site plan and master plan approval does not usurp the requirement for conformance to all applicable sections of the Milton Municipal Code, or State and Federal Requirements.

XII. RECOMMENDATION

The City presents its findings to the Hearing Examiner for consideration in his recommendation to the City Council. City staff recommends approval of the proposal, as conditioned below.

XIII. CONDITIONS

The following conditions are imposed as a result of review and analysis of the proposal. The following conditions have allowed the City to recommend approving this proposal. All conditions of approval shall be satisfied prior to issuance of a Certificate of Occupancy for the project.

A. CONDITIONS IMPOSED FROM THE MITIGATED DETERMINATION OF NON-SIGNIFICANCE

TRAFFIC

1. The southbound approach (stop controlled) intersection of 5th Avenue/Porter Way is anticipated to operate at LOS F during the weekday PM peak hour without or with the proposed project in 2024. The applicant will provide mitigation to this intersection to accommodate trucks and to improve operations to LOS D or better by constructing a single lane roundabout with a southbound right turn slip lane and pedestrian facilities including sidewalk and crossings points at each entrance.
2. The applicant will provide mitigation for the intersection of SR 99 and Porter Way by extending the westbound right turn queue storage approximately 200 feet and optimizing signal timing.
3. The applicant will be responsible for widening and improving 5th Ave to accommodate truck traffic. Currently the applicant intends to widen 5th Ave by paving the shoulder. Pavement borings for 5th Ave shall be taken and analyzed to determine if additional mitigation is necessary to 5th Ave to accommodate truck traffic. If the pavement borings do not meet WSDOT standards for pavement structural design, the applicant shall reconstruct 5th Ave to meet these standards or as required by the City Engineer.
4. To mitigate transportation impacts in the City of Milton, the Bridge Point Seattle I-5 project will contribute to the City's Traffic Impact Fee program. Per Ordinance 1994-18, the current traffic impact fee is \$4,190 per PM peak trip. The project will contribute 330 new PM peak trips to the City's road network. As currently calculated, the total fee would be \$1,382,700. The total fee will be calculated at the time of building permit issuance, and may increase as the City's adopted traffic impact fee increases. The applicant will be responsible for contributing towards the traffic impact fee program at the adopted rate for 330 new PM peak trips.
5. To mitigate transportation impacts in the City of Federal Way, the Bridge Point Seattle I-5 project will contribute a pro-rata share of the cost of improvements identified in the City's current Six-Year Transportation Improvement Plan (TIP) for projects impacted by 10 or more PM peak hour trips. The project's pro-rata share of impacted projects included on the City of Federal Way 2020-2025 Six-Year TIP is estimated to be \$107,105.

6. To mitigate transportation impacts in the City of Fife, the Bridge Point Seattle I-5 project will contribute a pro-rata share of the cost of improvements to the intersection of 54th Ave E/Pacific Highway S identified in the City's 2018-2023 Six-Year Transportation Improvement Plan (TIP) with an estimated cost of \$3,750,000. The project will contribute 136 trips to this intersection which constitutes a 2.97% share of the 2021 traffic volumes with the project. The project's pro-rata contribution to the project is estimated to be \$111,375.

LAND USE

7. The applicant has identified a variety of uses as allowed uses in accordance with the master plan. The site plan approval for the proposed project for which environmental review was conducted includes warehousing, storage, high cube distribution, fulfillment center, manufacturing and processing/assembly users within the 4 industrial buildings comprising approximately 2,043,24sf of gross square footage. If other uses are proposed, they must be in accordance with the Master Plan and/or a modification to the master plan and site plan approval will be required and that modification may require additional SEPA review.

CRITICAL AREAS

8. The proposed project and required traffic mitigation will result in impacts to both on and off-site wetlands and an off-site stream (Hylebos Creek). The applicant will construct a new bottomless culvert to replace two existing culverts where Hylebos Creek crosses 5th Avenue. The existing culverts include a 72-inch-diameter by 62-foot-long culvert and another partially or completely blocked 36-inch-diameter by 62-foot long culvert. The new culvert will restore the natural stream channel underneath the roadway. As described, the culvert will be self-mitigating. If designed to meet WDFW's stream simulation design per the 2013 Water Crossing Design Guidelines, which will be reviewed by the U.S. Army Corps of Engineers under the submittal of a Joint Aquatic Resources Permit Application (JARPA), additional potential environmental impacts may be considered as the culvert design is completed. The applicant shall submit to the City any design documents and mitigation plans for the culvert as well as the approved JARPA and HPA to demonstrate that it has met the standards for fishbearing stream crossings and ESA compliance prior to civil permit issuance.
9. The site lies within two wellhead protection areas. The applicant will prepare and submit a hydrogeologic assessment report as required for critical aquifer recharge areas prior to civil permit issuance.
10. The applicant will prepare a mitigation plan to mitigate impacts to Wetland B for work within the 15-foot building setback that is unavoidable. A maintenance and monitoring plan for buffer enhancement shall be prepared in accordance with MMC 18.16.160. A performance bond shall be submitted to the City prior to the issuance of building permits that guarantees that the wetland mitigation work in accordance with the submitted wetland mitigation plan through onsite wetland enhancement.
11. The owner shall contract with a qualified wetland biologist to monitor the buffer enhancement once a year for the next five (5) years. The qualified biologist shall submit a report summarizing his/her findings in accordance with the approved wetland mitigation plan to the City for review each year
12. Critical areas present on the site shall be appropriately delineated and fenced during construction so as to ensure they are not adversely impacted during construction.
13. The applicant shall revise the wetland mitigation plans to include fencing along the edge of the wetland buffers. The fence shall have signage placed every 50 feet with the following language:

"Protected Wetland Area

Do Not Disturb

Contact the City of Milton, Community Development

Department, 1000 Laurel Street, Milton, WA

Regarding Uses and Restriction”

RECREATION

14. The location for a potential future pedestrian crossing over the Hylebos Creek from this site shall be included in the proposed design. Should a pedestrian connection to the Interurban Trail over the Hylebos Creek be desired, the applicant will grant an easement to the City for the construction and perpetual use of said bridge.
15. An internal trail system shall be provided connecting the Interurban Trail to 5th Avenue through the proposed development should a pedestrian connection over Hylebos Creek be constructed. In the interim, this will also provide a walking trail for employees to utilize.

NOISE

16. The City’s Municipal Code (Chapter 9.37) requires that the maximum permissible sound levels for the property be limited to 60dBA to the north and south (as they are zoned for residences) between 7:00am and 7:00pm. These limits are reduced to 50dBA during the nighttime hours. However, these limits can be exceeded by 5dBA for 15 minutes during any one-hour period, 10dBA for 5 minutes during any one-hour period, and 15dBA for 1 ½ minutes during any one-hour period. In addition, the City of Federal Way requires notice be provided if heavy equipment noise or construction noise is going to occur outside of their permitted work hours. The applicant shall notify the City of Milton and the City of Federal Way if noise is proposed to occur outside of the following hours:
 - 7:00am and 8:00pm Monday through Friday
 - 9:00am and 8:00pm Saturday
 - Heavy equipment operation and construction noise is not permitted on Sundays and holidays observed by the City.
17. The applicant shall engage an acoustical expert to conduct a sound/noise study to ensure compliance with the aforementioned requirements in mitigation measure #4 and recommend acoustical mitigation in the form of a solid fence, wall, berm or other. The applicant will submit the noise study to the City and noise mitigation for the site will be imposed during civil plan review, with mitigation anticipated for the south side of Building C which borders existing multi-family residences.
18. To mitigate noise and impacts to adjacent residential uses the applicant shall construct a 20-foot wide landscape buffer providing a solid vegetative screen barrier along the north, south and west property boundaries. In addition, a minimum 8-foot tall solid screen fence shall be provided along the retaining wall at the southern property boundary that borders existing multi-family apartments to the south, so as to provide a visual barrier to the facility in accordance with the site plan sections depicting sight-line from the adjacent apartments to the proposed development.

LIGHTING

19. After installation of all improvements, a night time lighting test shall be performed. All lights shall be tuned such that they do not spill light onto neighboring properties. A report completed by a qualified professional shall be submitted to the City certifying that all lights have been tuned to avoid light spillage. If tuning of the lights cannot reduce all lights spillage, additional landscaping or buffering considerations shall be considered and implemented at that time.

OTHER

20. The Bridge Point I-5 project shall provide an approved emergency access from 12th Ave within the Meridian at Stone Creek Assisted Living Facility to the proposed project.

21. If during construction any artifacts are uncovered the applicant shall follow the [Inadvertent Discovery Plan \(IDP\)](#) procedures and shall notify the Department of Ecology, the Puyallup Tribe, the Muckleshoot Tribe and the Washington State Department of Archeology and Historic Preservation.

22. Compliance with all applicable City codes is required during and following any site development activity, including MMC 13.26 (Storm Drainage of Surface Water – Utility, Management and Maintenance).

23. A Temporary Erosion and Sedimentation Control (TESC) plan must be submitted with a SWPPP prior to clearing and grading permit issuance. This plan shall be approved by the City's Stormwater Official, and implemented during site preparation activities.

24. The applicant shall provide adequate site control measures for erosion control while grading the site, including site stabilization measures to stabilize the site after clearing and grading is complete.

B. RECOMMENDED CONDITIONS OF APPROVAL

1. All activities, uses, and alterations proposed to be located in water bodies used by anadromous fish or in areas that affect such water bodies shall adhere to the following standards:

- Activities shall be timed to occur only during the allowable work window as designated by the Department of Fish and Wildlife for the applicable species;
- Shoreline erosion control measures shall be designed to use bioengineering methods or soft armoring techniques according to an approved critical areas report.

2. A maintenance agreement and/or CC&Rs shall be prepared and submitted to the City for review prior to building permit issuance. The maintenance agreement shall stipulate the property owner's obligation to maintain parking areas and stormwater facilities in accordance with City standards.

3. Any project where demolition of structure(s), earth moving and material handling, heavy equipment operations, and/or disposing of vegetative matter is to occur is subject to Puget Sound Clean Air Agency regulations. The requirements may include, but are not limited to the following:

- Agency Regulation I:
 - Article 8 – Outdoor Burning
 - Article 9 – Emission Control Standards, Section(s) 9.03, 9.11, and 9.15
- Agency Regulation III:
 - Article 4 – Asbestos Control Standards

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ORDINANCE NO. 1980-19

AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, APPROVING THE BRIDGE POINT I-5 SEATTLE PLANNED DEVELOPMENT (PD) MASTER PLAN, MILTON PROJECT NOS. LUA2019-0008, LUA2019-0009 AND LUA2019-0010, SUBJECT TO CONDITIONS, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Milton Comprehensive Plan designates a 142 acre tract in the northwest portion of the City, known as the Lloyd Property, as a Planned Development District; and

WHEREAS, a portion of the property has been developed as a senior housing/assisted living development under a valid master plan permit for the entire site, which has since expired; and

WHEREAS, 118 acres of the site remain that do not have a valid master plan permit, and are currently being mined by Land Lloyd Development Co. ("Owner"), which plans to complete mining operations in the next few years; and

WHEREAS, Bridge Development Co. ("Applicant") has been authorized by the Owner to seek approval of a master plan permit and is contracted to purchase the property; and

WHEREAS, the Applicant submitted a complete application on March 29, 2019 seeking approval of a master plan for developing the site with four industrial/warehouse buildings totaling approximately 2,043,024sf (the "Project"). Along with the building construction, the project will include demolition of existing structures, grade and fill activities, paved parking and truck maneuvering areas, landscaping, storm water facilities, water and sanitary sewer extensions, a street vacation, frontage road improvements, off-site roadway improvements along Milton Road/5th Avenue, and at the intersection of Milton Road/Porter Way and Porter Way/Pacific Highway; and

WHEREAS, public notices of the Project were duly published and posted in accordance with MMC Chapter 17.71; and

WHEREAS, environmental review of the Project was performed by the City of Milton ("City") under the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"), related administrative regulations, and the MMC, following which a Mitigated Determination of Non-Significance ("MDNS") was issued on September 30, 2019; and

WHEREAS, administrative appeals of the MDNS were timely filed on October 14, 2019 by the City of Federal Way and the Puyallup Tribe; and

WHEREAS, the Applicant entered into a Stipulated Dismissal Settlement Agreement with the Puyallup Tribe on October 30, 2019, and the Puyallup Tribe subsequently withdrew their appeal of the MDNS; and

WHEREAS, the Applicant agreed to voluntary mitigation conditions to be incorporated into a Modified MDNS, which the City issued on October 30, 2019, and as a result the City of Federal Way withdrew its appeal of the MDNS; and

WHEREAS, an open record public hearing was held before the City of Milton Hearing Examiner on October 31, 2019, following which the Hearing Examiner issued a

recommendation of approval of the Project to the Milton City Council; and

WHEREAS, the City Council has considered the Hearing Examiner recommendation and its attachments, and has considered the MDNS, Modified MDNS, the recommendations of the City staff, and the testimony and other facts elicited at the public hearing on the Project, and has found that the master plan as conditioned is consistent with the Milton Comprehensive Plan, the Milton Municipal Code, and the requirements of SEPA, and makes appropriate provision for the public health, safety and welfare;

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

Section 1. The City Council adopts the findings and conclusions set forth in the Hearing Examiner's Recommendation to the City of Milton City Council, dated November 19, 2019, attached hereto as Exhibit 1, except as they may be modified by the Council as set forth in Amended and Restated Conditions of Approval[BP1] adopted by the City Council and attached hereto as Exhibit 2.

Section 2. The City Council finds and declares that adoption of the master plan for the Project, as conditioned herein, is consistent with the Milton Comprehensive Plan, development regulations, and RCW Chapter 43.21C, and will serve the public health, safety and welfare.

Section 3. Based on the foregoing, the City Council adopts and approves the master plan identified as Bridge Point I-5 Seattle Planned Development (PD) Master Plan, Milton Project Nos. LUA 2019-0008, LUA2019-0009 and LUA2019-0010, as described in the Hearing Examiner's Recommendation to the City of Milton City Council, dated November 19, 2019, attached hereto as Exhibit 1, subject to the conditions of approval set forth in said recommendation and in the Modified MDNS, all as modified by the Amended and Restated Conditions of Approval, adopted and attached hereto as Exhibit 2.

Section 4. The City Council adopts the Exhibit List for the hearing in this case, entitled "Exhibit to Staff Report Dated October 31, 2019 (given to Council December 2, 2019)," as the final exhibit list setting forth all of the documents considered by the City Council in this matter, attached hereto as Exhibit 3.

Section 5. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid 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.

Passed by the Milton City Council the ___ day of _____, 2019, and approved by the Mayor, the ___ day of _____, 2019.

SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 1980-19