

Town of Eatonville
PLANNING COMMISSION MEETING
MONDAY 7:00 PM, JUNE 20, 2007
COMMUNITY CENTER
305 CENTER STREET WEST

Chairman Lind called the meeting to order at 7:00PM .

Commissioners Present: Lind, Beach, Valentine, Schaub, Harris, Harper. Commission Frink arrived at 7:04 pm.

Town Staff Present: Mayor Smallwood, Nick Bond, Ed Hudson, Gary Armstrong and Karen Bennett.

Approval of agenda: Approved by unanimous consent.

Communications and Announcements:

From Commissioners, Town Officials, other government bodies:

Mayor Smallwood reviewed the town's mission. There has been a lot of history taken place in the past that effects the current situation. Some of the codes and rules have not always been enforced or followed in the past that has created some of the situations we have today. What we need to accomplish tonight is to do what is required to build a school in most economical way while not creating our increasing the burden to the town we need to do this in a safe, ethical, legal and fair way. As mayor and the staff we need to follow the codes of the town and work with bring all of the conditions into compliance. The town is doing whatever it takes to help the school following the codes and protecting the citizens. There has been a lot of controversy. We are all here to work together and we have to do what legal for the town and what's fair to everybody.

Superintendent Arnett, Eatonville School District, Eatonville, WA

Introduced citizens that are present that are school board members. Mr. Paterson our Chair/President, Mr. Holman the Vice President, Director Heinz, Director Lachney and Director Dr. Miller. Our business and HR Director Ms. Bryant and Mr. Erickson and Mr. Peterson are architects and also Mrs. Urback our land use attorney and Casey Wyatt our project manager. I total endorse what Mayor Smallwood has said that it is the rules and laws the district recognizes that they in fact have been put together over the years and unfortunately most of those rules and ordinances that the town has adopted are off of national codes and international codes and may of them have come into place because there have been disasters that have happened. We appreciate the town's looking at the ordinance and the codes for the safety of our students, patrons and community members. I appreciate working with the town.

Public Hearing: Conditional Use Permit Application Eatonville High School Renovation and Temporary Relocation is opened.

Chairman Lind administered the oath to all wishing to speak at the public hearing. Asked if any commissioner has had any ex-parte contact.

Beach I was told by a citizen that he was opposed to all of these fees but he didn't say what they were and I cut him off at that point.

Nick Bond review the exhibits. Staff report was passed out the Planning Commission packet and that was Version 1. I have since passed out a version two which has one specific condition for approval stricken and that Condition is now address in the Developer Agreement. Exhibit A is a copy of the Conditional Use Permit Applications. Exhibit B is copy of the Public Hearing Notices which where sent out. Exhibit C includes a Project Description as provided by the School District. Exhibit D is the SEPA checklist. Exhibit E is the MDNS prepared by the School District SEPA Official. And three maps are included. Reviewed the staff report.

Superintendent Arnett brief overview of funding sources for the High School Project.

John Erickson, 30915 59th Avenue E., Eatonville, WA
Presented the remodel plan for the Eatonville High School.

Mary Urback, 12417 12th Street East, Edgewood, WA
The school district engaged my services to assist on the SEPA process and the permitting process. Has represented numerous school districts in Pierce County for over twenty (20) years in the land use and real estate permit process. They wanted to make sure that the SEPA review process that they did handle properly because they can act as the lead agency, like a city does. That is why they engaged my services to make sure that there was a review. That the proper engineering reports where done, the traffic report, storm water and geotechnical reports where done. From that we got comments from the town that where quite extensive that we spent a considerable amount of time. The towns comments came at the end of April and we did not issue our mitigated determination of non-significance until June. We spent considerable amount of time working with the town trying to go through all of their comments to address those as either part of the SEPA Review Process or the Developers Agreement In Exhibit D those conditions under SEPA are quite extensive.

Lind has the school district and the town staff reached an agreement on the Findings of Fact, Conclusion, Recommendations referred to in Version 2 of the document we have before us?

Mary Urback that is correct. With the Version 2 which Nick Bond did reference which deleted Condition 3 of the Version 1. That is correct we did reach agreement on those conditions of approval.

Bond brought up two corrections in the staff report. On page 5 of 6 and on 6 of 6. On 5 of 6 it's Condition 3 I referenced Exhibit D instead of Exhibit E. It is suppose to be E. And on Condition 4 on page 6 of 6 I referenced D instead of E. The other over site when I reformatted this there was a condition that just insure that there was buffering on the west and south sides of the Middle School property where it abuts the RV park. I believe that there is fences around that entire part of the site already but to make sure that there is

adequate buffering along those adjacent properties and that needs to be added as a condition under Conditional Use Permit 2.

Lind Mr. Bond did you want to add some specific language as a Condition 4 under Condition 2. We will enter that as number 4 under Condition 2.

Bond the condition should read that the Middle School site shall be fenced on the west and south sides of the property where that site directly abuts other uses. The exact language is on page of 4 of 6 in the report. If you go to the second paragraph at the top of the page it says buffering is not required for the high school project however, the middle school site shall be fenced on the west and south sides of the Middle School property where it abuts the RV park.

Roger Andrascite, 941 Erin Lane, Eatonville, WA

Concerned and frustrated but now pleased. Recommends the board pass.

Bruce Lachney, 7312 385th Street East, Eatonville, WA

Would like to see things taken care of before they become an issue.

Lind Superintendent Arnett and Mr. Lachney do I understand that we do have agreement at this point on the Findings, Conclusions and Recommendations?

Bruce Lachney yes we do.

Randy Fletcher, 8208 385th Street East, Eatonville, WA

On Bond Committee. Concern that funds are being used as the Bond is suppose to be used.

Michelle Wilbur, 8811 402nd Street East, Eatonville, WA

Thanked the Planning Commission for their concerns for the safety of our schools and improvements in our schools. Concerned about one of the programs that is not being absorbed into the new building facility is the Independent Study Center. Review the importance of the Independent Study Center Program.

Schaub concerned about the safety of the children and their needs. Comment on the 7 bathroom facilities at the middle school, 7 for girls and 7 for boys. Is that enough for the number of students that are going to be housed at that location?

John Erickson during the first two periods of the morning there will be no middle school students in there. That way they can use any portion of the toilets. During the next period they have the use of the locker rooms as additional toilets. What we are having happen is that there will be portable restrooms that are handicap that will be out there and there will be 7, total, outside for the boys and girls. During lunch period they have access to some of the middle school toilets as well. What has been agreed in the Developers Agreement if there is a problem and the toilet situation is not adequate, at that time, we will get full ADA approved toilets set outside that will be handle by the school district. We are one toilet short for girls and boys to meet code requirements and we are saying that if it becomes a problem the school district has agreed in the Developers Agreement to address that.

Schaub lift station. Where did you determine that the school needed to pay \$12,000? To increase the capacity of the life station what cost, what was the main cost that you needed to look at?

Bond we had a evaluation of what our existing pumps capacity was and if in fact it was at capacity what it would take to upgrade that lift station to serve the high school relocation. They came back with a rough estimate of \$18,500 for the total upgrade and we negotiated with the school district given the temporary nature of the project and the fact that the majority of the students would be leaving after 2 years and that capacity would become available to future sewer expansion or development that they would pay pro-rate shares as opposed to the full share. \$12,000 represents sixty five (65) percent of that improvement cost.

Schaub would the school district receive some monies back for that \$12,000 for their two year use of the lift station.

Bond the school district is entitled to apply for a late comer agreement.

Schaub made note that underground sprinklers should be added to the front of the school.

Erickson it's a good idea and we will be putting in sprinklers in the front yard. We will be using purple pipe with the hopes that when re-claimed water is available from the town we can hook up to that.

Lind closed this portion of the Public Hearing. We have reached the point of deliberation stage. Remember the document that I will refer to as Findings, Conclusions and Recommendation is the document Version 2 with under number 2 a item 4 added to it and the Chair will ask for a motion (which is shown on page 6). "I move to adopt the town staff report titled Findings, Conclusion and Recommendations, Conditional Use Permit Application, High School Renovation and Temporary Renovation, Applicant: Eatonville School District, Exhibit A, as recommended by the Town Planner and approve the conditional use permit 1-3 as applied for by the Eatonville School District in accordance with the applications marked exhibit A."

Beach so moved.

Schaub second.

Lind we have reached a point where discussion goes.

Valentine what will the work times be during the demolition and construction?

Bond the Noise Ordinance that was adopted states that Monday through Friday 7am to 7 pm and 9 am to 5 pm weekends.

Valentine questioned environmental and health issues.

John Erickson addressed Valentines questions on environmental and health issues.

Valentine questioned historical aspects of buildings. Wondered if the cornerstone marker will be preserved?

Superintendent Arnett yes there is a corner stone marker from 1924 on South Hall from the Mason's and a corner stone marker in North Hall. This is not in the corner but it is embedded in the building. Yes these will be preserved and replace as part of the historical appearance of the building.

Valentine how did you arrive at the cost for the traffic impact.

Bond our Capital Facilities Plan which was adopted this past spring identified the cost of those intersection improvements.

Valentine does the lift station only serve the school or does it serve other residential areas?

Bond it serves other residential areas.

Valentine when the portable are brought in what type of foundations are they put on?

John Erickson foundation are set by the people bring in the portables. The foundation systems are treated wood cribbing situation.

Schaub will there be any consideration for local individuals to work on this project, small works rooster within the community.

John Erickson the school district can not act as a general contractor. What we do is bid it to a general contractor. Any of the local people that want to bid as sub-contractors and if they qualify they would bid to the general contractor. We encourage that.

Superintendent Arnett the school board approved a contract that has a local individual as a sub-contractor to a major contract and that was for \$650,000. Don't just look at the bricks and mortar kind of work. What is more important is things like Totally Scrumptious Bakery which is right next door and people come and eat. Economic principal is that every time a dollar is spent in a community it is re-circulates seven more times before it leaves.

Lind are we ready for the question?

Schaub questions.

Lind all those in favor for the motion "I move to adopt the town staff report titled Findings, Conclusion and Recommendations, Conditional Use Permit Application, High School Renovation and Temporary Renovation, Applicant: Eatonville School District, Exhibit A, as recommended by the Town Planner and approve the conditional use permit 1-3 as applied for by the Eatonville School District in accordance with the applications marked Exhibit A" say "aye". We have an unanimous vote.

Lind called intermission.

Meeting resumes at 8:32 pm

New Business:

Lind we will open the public hearing the Eatonville School District Developer Agreement. Administered the oath to all wishing to speak at the public hearing. This not a conditional use hearing what we are we doing is a recommendation to Town Council on this particular document. Asked if any commissioner has had any ex-parte contact.

Bond gave a report on the Developers Agreement. Noted that there are three versions in front of the Planning Commission. The first version came out in your packets had not been review by the town staff or Town Attorney when it was given to you and there were several changes made and shown in Exhibit 2. Exhibit A was the first version of the Developers Agreement which was submitted it is not marked Exhibit A, it is not marked at all. Version 2 is marked as such. The third version does not have a label on it but in the bottom left corner of the first page there is a date and V3 that would be Version 3 of the agreement this has one section added. Section 4.3 was added to the document before tonight's meeting and that is the version that the town staff has recommended for approval which the Town Attorney has reviewed. Continued to review the Developers Agreement.

Mary Urback there are exhibits that are referenced as part of this document, they are legal descriptions. Given the short time period and fast pace that we were working under I didn't have the ability to attach those to this document. Your legal council will get a copy once we have final agreement on the language. These legal descriptions are A, B and C. D is the parking plan which you do have a copy of which was admitted as number 3 of F.

Lind am I to understand that the town staff and the school district representatives are in agreement on this document?

Mary Urback yes. Like I indicated there has been a flurry of discussion over this and that is why a third version is being presented to you tonight because those discussions continued until today, this late afternoon. We have agreement on the language that is presented as version 3 which is Exhibit C.

Superintendent Armet because this document has not gone in front of the school board it is the districts recommendation that this be approved by the school board.

Mary Urback your Town Attorney, Ed Hudson, did review the document. I was indicated as the author I do believe that it is important that it was reviewed by your Town Attorney. The Developers Agreement came out of the Growth Management Act. Before Developers Agreements they were call Con-Commitment Agreements and they didn't really have any strong statutory basis for those agreements. With the Growth Management Act the Developers Agreement were specifically authorized for a Town or a City or County to adopt through a Public Hearing process. It is really a flexible feature that was given as part of the permitting process of the Development Land Use Process. This particular place, especially with the High School and the Middle School being used as a temporary relocation project.

Given the fact that your Comprehensive Plan designates both of those parcels as schools but your zoning code under your land use map classification still refers to those as residential classifications. So there is a conflict between your zoning code and your Comprehensive Plan Designation. The Developers Agreement allows that consistency with your Comprehensive Plan which recognizes schools in both of those locations which have features that aren't necessary predominant in residential areas. One of those is, for example, is the height limitation. Your residential is 25 feet. The existing buildings on the high school site are approx. 35 to 36 feet in height. The district has agreed that would not go any higher than the existing height of the existing buildings as part of their new construction. The same way with impervious surface coverage. Where you have schools you have a significant amount of impervious surface coverage because of the parking lots, especially in the high school. Therefore the impervious surface coverage usually is a greater where you have schools. This can be covered in the Developers Agreement because your Comprehensive Plan recognizes both of these areas for school use. You can put into Developers Agreement things that will assist in making your Comprehensive Plan be flushed out further where there are some inconsistencies. Others that we have already spoken about is the traffic at Washington and Center. The contribution that the district was willing to make even though it is one half of one percent which is a very small impact. But the district was willing to contribute funds toward a future signal. It should be recognized that that signal is controlled by WSDOT because it is a State Hwy and they have primary jurisdiction over that. They will control when that signal will be allowed. The signal is not warranted and not justified yet to have a traffic signal there. Those funds will be held until an appropriate time when that signal would be allowed to be constructed by the WSDOT. A couple of other features are regarding the relocation site at the middle school for the temporary portables to have the district confirm that the nine portables are truly temporary uses and they are not going to rolled into a permanent use. Three of those will replace existing old portables when they are no longer used for high school purposes. That is confirmed in this agreement. The questions on the restrooms is addressed in the Developers Agreement. We discussed the sewer lift station. When we prepared the SEPA checklist we were not aware that the station was at over capacity so that is why that is not referenced in the SEPA checklist. The town indicated to us that that pump station made be operating at over capacity. It took some time to determine that because it is an old lift station. As you noted Mr. Schaub that there is not a built in late comers provision in this Developers Agreement because that could not legally be included in the Developers Agreement because that is an independent agreement and an independent hearing process that would need to occur. Another item is the LeMay parking lot. Again that came through discussions with the town because that is again a temporary use and it was an existing parking lot. The Conditional Use Permits for the other buildings are separate and apart and not related to the high school project. They are on separate legal parcels. In discussions with your Town Council it was agreed that it would be appropriate to put in the Developers Agreement to recognize that Conditional Use Permits maybe needed for some of those parcels depending upon whether the activity continues after the high school is reoccupied.

Beach I would like to make it clear that I have no idea whether these Conditional Use Permits ought to be granted or not. That has not been the purpose of my wanting to have this in here. It been to regularize the process. I am satisfied that the school district is willing to recognize that there needs to be Conditional Use Permits on these are to continue in that manner and that satisfies me at this point.

Mary Schactler, 10415 Campbell Lane, Eatonville, WA

Is an instructor using one of these parcels. She likes this new agreement because of continuation of the program being allowed while the high school is being remodeled.

Lind the public hearing has concluded. Public hearing is re-opened.

Marleayne Elifer, 210 Orchard Street, Eatonville, WA

I am directly across for the bus garage. Agrees that some of the classes should remain there. But also see the need that the school needs to go through the right process and going through the permit process properly.

Lind the public hearing is closed.

Ed Hudson, Town Council

I would prefer to have these issues come up in the Condition Use process. The interim the occupiers of the property will bear the burden of liability issues despite the nature of their possession.

Mary Urback the Developers Agreement is a creative and flexible tool that was granted to municipalities as part of the Growth Management Act and is a very good vehicle for some of the concerns that the town wanted addressed as well as the concerns of the district to address. The town's comments where address specifically in this document as well as the districts request that the conditional uses be separated. This is a vehicle to accomplish that and to accomplish the town's needs as well that isn't really possible through other mechanisms and for those reasons we would urge you to recommend approval to the Town Council.

Lind at this point in time the Chair would like to move as the Planning Commission recommendation the document called Developers Agreement between Eatonville School District and Town of Eatonville. In the lower left hand corner 6-19-07.v3. Does the Chair hear a motion to that effect.

Schaub moved.

Frink and Harris second.

Valentine under RCW 3670B10. It states at the bottom the execution of a Developers Agreement is a proper exercise of the county and city police powers. A Developers Agreement may obligate a party to find or provide service, infrastructure or other facilities. Then it goes on to say a Developer Agreement shall reserve the authority to impose new or different regulations to the extent require by serious threat to public health and safety. I don't see that. Is that to be made part of the agreement or should it be made part of the agreement? To reserve the right in the event that you would see something that's improper, creates a safety problem should we be able to step in and change the agreement.

Ed Hudson both parties can amend this by agreement. We were not focusing on health issues because we did not feel that health issues where relevant.

Lind break at 9:10

Valentine I have a motion to add an amendment to 5.5 on page 7. The motion reads “this agreement shall reserve authority to impose new or different regulations to the extent require by a serious threat to public health and safety.

Lind we have a motion. Do I hear a second?

Schaub second.

Lind I understand that we have agreement between the town and the school district on this. All those in favor say “aye”. All in favor. Motion passes unanimously.

Lind we are back to the main motion. Is there any additional amendments or questions at this point. Not hearing any. All those in favor of the amended motion to recommend the town council the Developers Agreement between Eatonville School District and the Town of Eatonville as presented in Version 3. All those in favor say “aye”. All in favor. Let the record show that is passes unanimously.

From the Public: There was none.

Old Business: None

Public Comments: No comments.

Commissioner Comments:

Beach Sign Ordinance meeting on August 6, 2007

Bond that date for the Sign Ordinance is ok for me. Requested that we start the July 2nd hearing at 6:00 pm

Lind it is so moved that our July 2nd meeting will start at 6:00 pm with unanimous consent. Let the record show that we have unanimous consent that the Sign Ordinance is continued to August 6, 2007 without objection.

Schaub I have watched the town and the school district working in the past and I haven't seen anyone accomplish what the school district and the town has accomplished by this evening. A lot of effort has gone into everything that was presented here tonight from the school district to Nick Bond to our Town Mayor and I just feel good about this and what to thank all of you for what you have done.

Next Meeting: July 2, 2007

Beach motion to adjourn, Schaub seconded. Adjourn at 9:21 PM

PC Chairman, Steve Lind

PC Recorder, Karen T. Bennett

PC Secretary, Larry Frink