



CITY OF EDGEWOOD REGULAR COUNCIL MEETING AGENDA

Tuesday, January 25, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. PUBLIC HEARINGS

A. **AB22-004** - Title 18 - Noise Code Amendments

B. **AB22-005** - Title 14 and Title 18 – GIS Coverage Layers for Critical Areas and Zoning

3. AUDIENCE COMMENT

4. MAYOR'S REPORT

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

The following items are presented for Council approval:

A. Regular City Council Meeting Minutes of January 11, 2022

B. Study Session Meeting Minutes of January 18, 2022

C. **AB22-006** – a motion approving January 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; Employment Security Department; Department of Labor & Industries; and IRS 941 in the amount of \$159,298.48; and Vendor Check Numbers 25288 through 25303 with EFT and Direct Pay Payments in the amount of \$363,061.45. Total distributions submitted for review and authorization in the amount of \$522,359.93.

D. **AB22-007** - Standby Policy

E. **AB22-0613** - a motion approving Resolution 22-0613 authorizing the Mayor to execute a personal services agreement with Raedeke Associates, Inc. for wetland monitoring and review

6. COUNCIL BUSINESS

A. **AB22-008** - Economic Development Advisory Board appointment

7. COUNCIL COMMENTS

8. ADJOURN

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-004 - Title 18 - Noise Code Amendments	Agenda Item #: 2.A
	For Agenda of: 1/25/2022
	Prepared by: Darren Groth
Attachments (list): 1. Exhibit 1_ Proposed Code Amendments - Noise Pollution 2. Exhibit 2_ Planning Commission Recommendation- Noise (unsigned)	
Approval of Materials: Darren Groth Rachel Pitzel 1/20/2022 Dave Gray 1/20/2022 Daryl Eidinger 1/20/2022	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 01/18/2022: Initial SS Discussion 01/25/2022: RCM Public Hearing 02/01/2022: Follow Up SS 02/08/2022: RCM Final Action

Summary Statement:

In response to several recent complaints received regarding noise, City Council asked for a review of Edgewood's noise code provisions and sought recommendations regarding measures to improve the current code. Staff reviewed the existing EMC regulations and also reviewed noise ordinances being used in other municipalities. After conducting those reviews, staff recommended the proposed changes included in Attachment 1.

The Edgewood Police Department is currently tasked with enforcing noise violations in the City of Edgewood using Pierce County Code (PCC) 8.76. The existing PCC is overly complicated, requiring the use of calibrated sound measuring devices, various decibel levels in various zones, and a one-hour sound measurement by law enforcement. The drafted changes are modeled after local municipalities that use time-of-day constraints and noise audible at specified distances in lieu of continuing the requirement for decibel readings.

Item History:

On November 16, 2021, City Council remanded the drafted code changes to the Planning Commission to further vet and make a recommendation back to City Council.

On December 13, 2021, the Planning Commission discussed the impacts that the proposed code changes will have on businesses in Town Center and along the Meridian Corridor, residents in single-family neighborhoods, and the enforcement of noise pollution in Edgewood. The Commission expressed interest in evaluating the code changes one year after they go into effect to assess any impacts that they have had.

On January 10, 2022, the Planning Commission held a Public Hearing on the proposed code changes and recommended approval by a 5-2 vote. The draft (unsigned) Planning Commission recommendation is attached as

Exhibit 2.

On January 18, 2022, City Council held an initial study session discussion following the Planning Commission recommendation.

Recommended Action:

Public Hearing Only to receive public comment on the proposed **AB22-004** - Title 18 - Noise Code Amendments

Fiscal Note/Consideration:

Title 8 | HEALTH AND SAFETY

Chapter 8.20, Noise Pollution

8.20.010 Purpose.

The City Council has found that inadequately controlled noise may adversely affect the health, safety, and general welfare of people, the value of property, and the quality of the environment. The purpose of this chapter is to minimize the exposure of residents and visitors to the harmful physiological and psychological effects of excessive noise by limiting noise pollution in a manner that promotes commerce; the use, value, and enjoyment of property; sleep and repose; and the quality of the environment.

8.20.020 Noise pollution.

A. General Prohibition. It is unlawful for any person to cause or for any person who owns or occupies property to allow to originate from the property sound that is a public disturbance noise.

B. Public Disturbances. The following sounds are public disturbance noises in violation of this chapter:

1. The frequent, repetitive, or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;

2. The creation of frequent, repetitive, or continuous sounds in connection with the starting, operation, repair, rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, or other internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace and comfort of owners or occupants of real property;

3. Yelling, shouting, whistling, or singing on or near public streets, particularly between the hours of 10:00 p.m. and 7:00 a.m., or at any time and place as to unreasonably disturb or interfere with the peace and comfort of owners or occupants of real property;

4. The creation of frequent, repetitive, or continuous sounds which emanate from any building, structure, apartment, or condominium, which unreasonably disturb or interfere with the peace and comfort of owners or occupants of real property, such as sounds from musical instruments, audio sound systems, band sessions, or social gatherings, so as to be audible greater than 100 feet of the source;

5. Sound from motor vehicle audio sound systems, such as tape players, radios, or compact disc players, operated at a volume so as to be audible greater than 50 feet from the vehicle itself;

6. Sound from portable audio equipment, such as tape players, radios or compact disc players, operated at a volume so as to be audible greater than 50 feet from the source when not operated upon the property of the operator, and if operated on the property of the operator, then so as to be audible greater than 50 feet from the boundary of the property;

7. The squealing, screeching, or other such sounds from motor vehicle tires in contact with the ground or other surface because of rapid acceleration, braking, excessive speed around corners, or any other reason, except for sounds resulting from actions necessary to avoid danger;

37 8. Land development and construction activity noise generated by activities regulated by EMC
38 Titles 12-16, 18, and 20, except as authorized by EMC 18.90.140(G);

39 9. Sounds originating from residential property relating to temporary projects performed by the
40 homeowner for the maintenance or repair of homes, grounds, or appurtenances, including but not
41 limited to sounds from lawnmowers, powered hand tools, snow removal equipment, or any other
42 power motorized equipment before 7:00 a.m. and after 10:00 p.m. on weekdays and before 8:00 a.m.
43 and after 10:00 p.m. on weekend days; or

44 10. Continuing and/or ongoing sounds from motor vehicles including but not limited to engine
45 sounds, horn sounds, hydraulic or air break sounds, or other equipment located on the motor vehicle or
46 attached trailer, audible more than 25 feet away from the vehicle located on or in the vicinity of
47 residential property, which sounds unreasonably cause the annoyance or disturbance of two or more
48 neighbors not residing at the same address, except for to warn of danger or emergencies. For the
49 purposes of this section, such sounds after 10:00 p.m. and before 7:00 a.m. on weekdays or after 10:00
50 p.m. and before 8:00 a.m. on weekend days shall be presumed to be a public disturbance noise.

51 C. Exemptions. EMC Chapter 8.20 shall not apply to the following activities.

52 1. Community and special events subject to an approved permit.

53 2. Fireworks lawfully discharged within the city.

54 3. Public safety training activities and the sirens or other warning devices, either on emergency
55 vehicles operated by agencies such as fire departments, police departments, or ambulance services, or
56 stationary devices for warning the general public of threats such as those from natural occurrences such
57 as lahars, necessary in the interests of law enforcement or for the health, safety, or welfare of the
58 community.

59 4. The performance of emergency work for the immediate safety, health, or welfare of the
60 community or individuals of the community to restore property to a safe condition.

61 5. Equipment, tools, generators, or other devices used during emergency situations and the
62 associated work performed for the duration of the emergency.

63 8.20.030 Enforcement.

64 A. The Mayor, or designee, and any law enforcement officer are authorized to enforce this Chapter.

65 8.20.040 Violation – Penalty.

66 Any person who violates the provisions of this chapter shall be subject to issuance of a civil infraction
67 and a civil penalty of up to \$250.00; provided, that the penalty for a second or subsequent violation
68 within any two-year period shall be a civil penalty of up to \$500.00.

8.05.050 PCC sections and chapters not adopted.

The following provisions of PCC Title [8](#) are excluded from the scope of this chapter and are expressly not adopted by reference hereunder:

- A. ~~PCC 8.72.090(A)~~; Chapter 8.72 PCC (Motor Vehicle, Public Disturbance, and Public Nuisance Noise);
- B. Chapter [8.08](#) PCC (Public Nuisances); and
- C. Chapter [8.09](#) PCC (Chronic Nuisance Properties).

18.90.140 Performance standards.

A-D unchanged

E. Restrictions on Dangerous and Objectionable Elements.

1. ~~The provisions of Chapter 8.76 PCC, Noise Pollution Control (as adopted in EMC Title 8), shall apply. In addition, frequent, repetitive or continuous sounds emanating from any use or facility other than transportation facilities or temporary construction work shall not exceed 75 decibels at the property lines. If the community development director or designee determines it to be necessary or has reason to believe that noise levels are being exceeded, the owner and/or operator of a use or facility shall be required to provide noise reading data for noise levels at all property lines. No noise shall be permitted in violation of Chapter 8.20 EMC or this chapter.~~

2. No vibration shall be permitted which is discernible without instruments at the points of measurement specified in this section.

3. No emission shall be permitted of odorous gases or other odorous matter released from any operation or activity in such quantities so as to exceed the odor threshold beyond lot lines. The odor threshold shall be defined as the concentration in the air of a gas or vapor which will just evoke a response in the human olfactory system.

4. No direct or reflected light or glare, whether from floodlights or from high temperature processes such as combustion or welding or otherwise, so as to be visible at the property lines or skyward beyond the building height of the zone, shall be permitted.

5. The regulations of the federal occupational safety and health standards shall apply for all radioactivity and electrical disturbance unless local codes and ordinances supersede this federal regulation.

F-G unchanged

18.100.110 Wireless communications facilities.

A-E unchanged

F. General Development Standards Applicable to WCFs. The following criteria shall be applied in approving, approving with conditions, or denying a permit for a WCF. Unless otherwise provided in this chapter, WCF construction shall be consistent with the development standards of the zoning district in which it is located.

F.1-6 unchanged

7. Noise. ~~At no time shall transmission equipment or any other associated equipment (including, but not limited to, heating and air conditioning units) at any wireless communication facility emit noise that exceeds the applicable limit(s) established in EMC 18.90.140(E).~~ Facilities utilizing passive cooling or other cooling methods that do not emit noise are to be utilized when feasible. If not feasible, cooling methods using low noise profile equipment shall be utilized. In no event shall transmission equipment or any other associated equipment (including, but not limited to, heating and air conditioning units) at any wireless communication facility emit noise that exceeds the applicable limit(s) established in EMC 18.90.140(E).

12.10.050 Prohibited activities.

The following activities are unlawful within city parks:

A-H unchanged

I. Noise. No person shall make any public disturbance noise or public nuisance noise as defined in EMC Chapter 8.20 ~~Chapter 8.72 of the Pierce County Code.~~

J-P unchanged

12.10.080 Violation – Penalty.

A-D unchanged

E. Violations of EMC 12.10.050(I) (“Noise”) shall be punished as set forth in ~~Pierce County Code Section 8.72.130, which provides that the first violation is a class 3 civil infraction under RCW 7.80.120 (\$50.00), the second violation is a class 2 civil infraction under RCW 7.80.120 (\$125.00) and the third violation is a class 1 civil infraction under RCW 7.80.120 (\$250.00) (all of these amounts do not include statutory assessments)~~ EMC Chapter 8.20.

F-K unchanged

8.09.020 Definitions.

“Nuisance” or “Nuisance activity” means and includes:

3. Any criminal conduct, including the attempt and/or conspiracy to commit any criminal conduct, as defined by state or local ordinance occurring on, around, near or having a nexus to a property including, but not limited to:

a-g unchanged

~~h. Noise: Chapter 70.107 RCW;~~

i-o Sequencing updated to capture deletion of ‘h’ in the outline.



**CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION**

The Planning Commission voted 5-2 to recommend APPROVAL of the proposed code amendments to the Edgewood Municipal Code (EMC) pertinent to enforcement of noise pollution violations.

It is the recommendation of the City of Edgewood Planning Commission to approve the drafted EMC amendments as presented in the staff report and attachment submitted by CED Director Darren Groth for the January 10, 2022 public hearing.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 10TH DAY OF JANUARY 2022.**

Planning Commission Chair

Attest by:

Evan Hietpas
Associate Planner



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-005 - Title 14 and Title 18 – GIS Coverage Layers for Critical Areas and Zoning	Agenda Item #: 2.B
	For Agenda of: 1/25/2022
	Prepared by: Darren Groth
Attachments (list): 1. Exhibit 1_ Proposed Code Amendments - GIS 2. Exhibit 2_ Planning Commission Recommendation- GIS (unsigned)	
Approval of Materials: Darren Groth Rachel Pitzel 1/20/2022 Dave Gray 1/20/2022 Daryl Eidinger 1/20/2022	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 01/18/2022: Initial SS Discussion 01/25/2022: RCM Public Hearing 02/01/2022: Follow Up SS 02/08/2022: RCM Final Action

Summary Statement:

The City of Edgewood has developed a robust geographic information system (GIS) map that is available on the city's website. The map is regularly maintained and updated to ensure that information is accurate, available, and current. These efforts result in a tremendous resource because the GIS map hosts data layers that provide an outstanding amount of data and resources. Data hosted on the map includes potential critical areas, future land use designations, and current zoning. Based on these efforts, City staff recognized that sections of the Edgewood Municipal Code (EMC) should be updated to reflect the technological advances the City has made. The proposed code updates are attached as Exhibit 1.

On January 10, 2022, the Planning Commission held a Public Hearing on the proposed code changes and recommended approval by a 7-0 vote. The draft (unsigned) Planning Commission recommendation is attached as Exhibit 2.

Item History:

Recommended Action:

Public Hearing Only to receive public comment on the proposed **AB22-005** - Title 14 and Title 18 – GIS Coverage Layers for Critical Areas and Zoning

Fiscal Note/Consideration:

14.10.040 Applicability.

A. This title shall apply to all lands and waters within Edgewood ~~that are designated, mapped, or identified as a critical area, and their corresponding critical area buffer, and closed depression, erosion hazard area, flood hazard area, landslide hazard area, mineral resource land, natural resource land, seismic hazard area, setback-sensitive area, volcanic hazard area, or wellhead protection area.~~ that are designated, mapped, or identified as a critical area, and their corresponding critical area buffer, and closed depression, erosion hazard area, flood hazard area, landslide hazard area, mineral resource land, natural resource land, seismic hazard area, setback-sensitive area, volcanic hazard area, or wellhead protection area.

B. No development, development activity, or regulated activities shall hereafter take place without full compliance with this title.

C. When the requirements of this title are more stringent than those of other city codes and regulations, the requirements of this title shall apply.

D. Compliance with these regulations does not remove an applicant's obligation to comply with applicable provisions of any other federal, state, or local law or regulation.

E. Criteria for determining the presence of a critical area is contained within each chapter of this title.

F. When a site contains two or more critical areas, the site shall meet the minimum standards and requirements for each.

G. Critical areas ~~are identified on, but may not be limited to, the following maps: as defined in EMC 14.20.010 Definitions, and known potential critical areas shall be shown on the geographic coverage layers maintained as a part of the City's geographic information system (GIS) under the authorization of the Director. No unauthorized person may alter or modify the critical areas GIS layers. This geographic coverage layer, as amended from time to time, shall constitute the official critical areas map and shall be incorporated into this title by reference as if fully set forth herein.~~ are identified on, but may not be limited to, the following maps: as defined in EMC 14.20.010 Definitions, and known potential critical areas shall be shown on the geographic coverage layers maintained as a part of the City's geographic information system (GIS) under the authorization of the Director. No unauthorized person may alter or modify the critical areas GIS layers. This geographic coverage layer, as amended from time to time, shall constitute the official critical areas map and shall be incorporated into this title by reference as if fully set forth herein.

~~1. Wetlands;~~

~~2. Geologically Hazardous Areas;~~

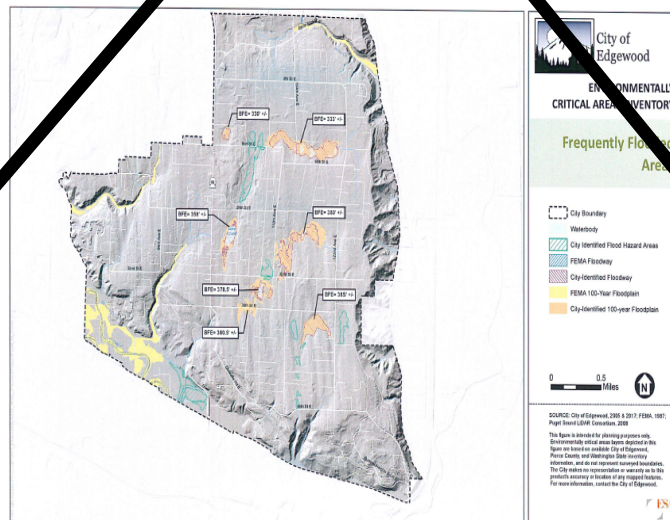
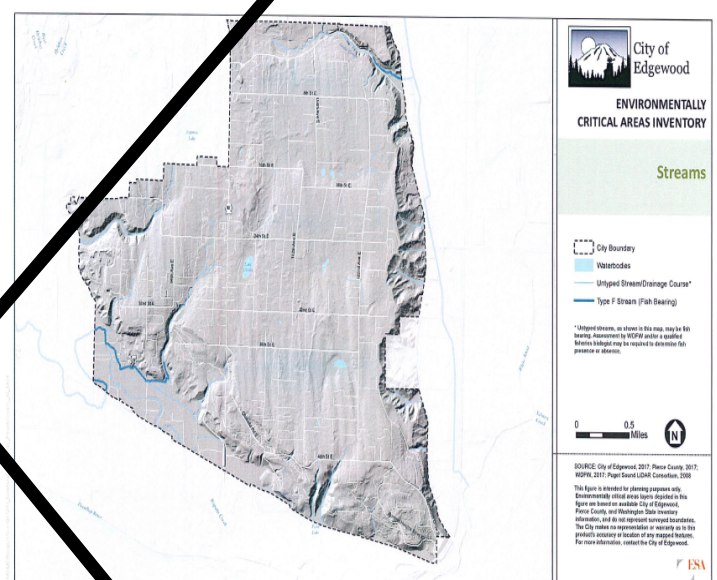
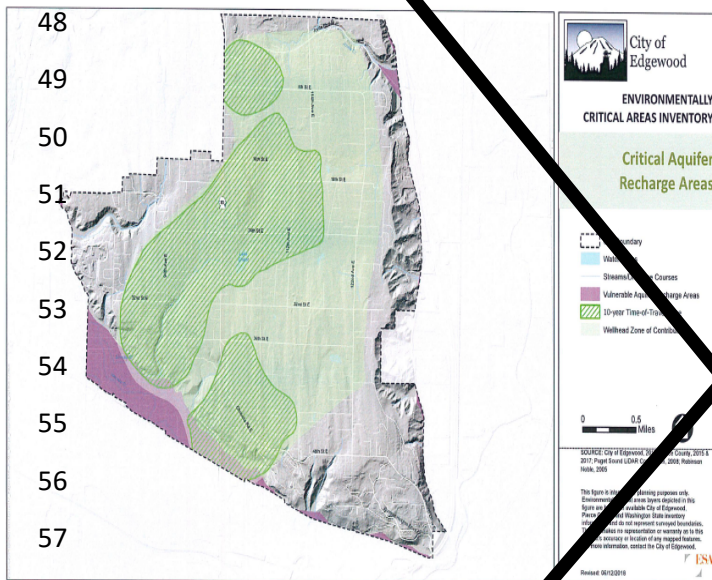
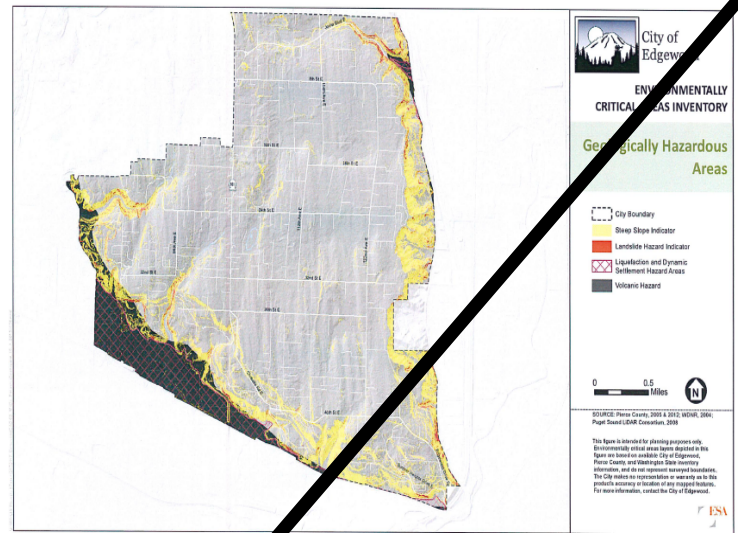
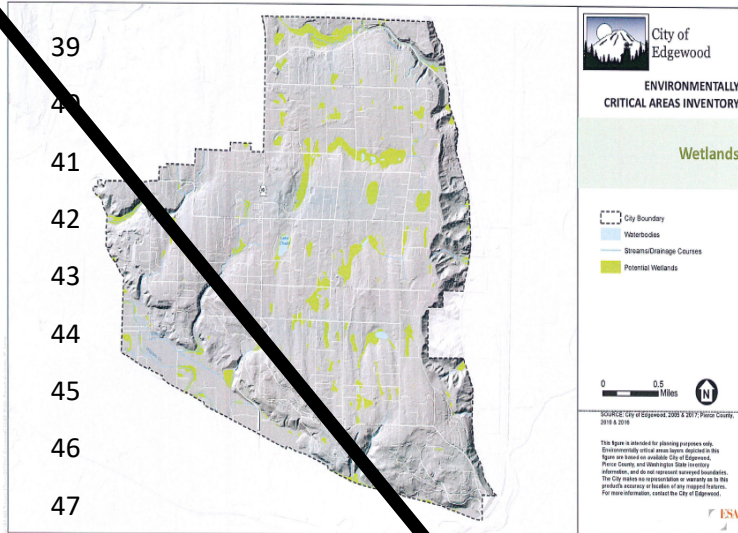
~~3. Critical Aquifer Recharge Areas;~~

~~4. Streams; and~~

~~5. Frequently Flooded Areas.~~

H. The boundary of each mapped critical area identified in EMC Section 14.10.040.A is approximate and is only intended to provide an indication of the presence of a critical area on a particular site. Additional critical areas that have not been mapped may also be present on a site. The actual presence of a critical area and the applicability of these regulations shall be determined based upon the classification or categorization criteria and review procedures established for each critical area. City staff or the city's consultant(s) may request the ability to perform an on-site inspection to assess the site in order to advise if additional studies or reports shall be included with any development application.

~~I. Critical area maps shall be updated and maintained by the department.~~



(Ord. 17-513 § 3 (Exh. A)).

18.80.020 Establishment of zones.

A. The classification system used in the comprehensive plan was established and mapped as a management tool to implement the policies and intent of the comprehensive plan. Land use designations were established which are appropriate to carry out the intent and purpose of the comprehensive plan, ~~and~~ are defined in the comprehensive plan's land use element, and are mapped as a layer on the City's geographic information system (GIS) as the Future Land Use Map. The zoning district classifications established to implement each of the comprehensive plan land use designations for the city are shown in Table 2 below. The zone boundaries are as shown on the ~~e~~City's official ~~Z~~zoning ~~m~~Map, which is further described in EMC Section 18.80.030, Zoning Map ~~hereby adopted by reference.~~ Where the abbreviated designation is used in this title, it has the same meaning as the entire classification title.

18.80.030 Zoning map.

A. The location and boundaries of all zones or districts designated in this title ~~were are hereby~~ established in accordance with EMC Section 18.80.020, Establishment of Zones. The established zones are officially mapped and as maintained as a part of the City's geographic information system (GIS) under the authorization of the Director, or designee. No unauthorized person may alter or modify the shown on the map entitled, "City of Edgewood Zoning Map," as adopted herewith and as may be amended from time to time, and hereafter referred to as "Zoning mMap." ~~The official GIS Zzoning mMap shall be as shown on a geographic coverage layer attributed to zoning that is maintained as a part of the city's geographic information system (GIS) at the direction of the community development director or designee. No unauthorized person may alter or modify the zoning GIS layer. This geographic coverage layer, as amended from time to time, shall constitute the official zZoning mMap for the eCity's zoning jurisdiction and shall be incorporated into this title by reference as if fully set forth herein. An original, signed copy of the zoning GIS layer containing the zoning districts designated at the time of adoption of this title shall be retained in the office of the city clerk pursuant to RCW 35.63.100, and duplicates shall be filed in the community development department for reference and public distribution. All amendments hereafter made to the zoning map by ordinance shall be reflected on such map, and it shall be the responsibility of the community development department to ensure that an up-to-date map is maintained at all times.~~

B. Where uncertainty exists as to any of the zone boundaries as shown on the ~~z~~Zoning ~~m~~Map, the following rules shall apply:

1. A boundary shown on the ~~zoning map~~ Zoning Map as approximately following a lot line or parcel boundary shall be construed as following the lot line or parcel boundary as it actually existed at the time the zoning boundary was established. If, subsequent to the establishment of the zoning boundary, a lot line should be moved as a result of a legally performed boundary line adjustment, then the zoning boundary shall be construed as moving with the lot line if and only if the lot line is moved no more than 10 feet and remains generally parallel to the original line.
2. A boundary shown on the Zoning Map ~~zoning map~~ as approximately following a creek, lake, or other water course shall be construed as following the actual centerline of the water course. If, subsequent to establishment of the boundary, the centerline of the water course should move as a result of natural processes, then the boundary shall be construed as moving with the centerline of the water course.
3. A boundary shown on the Zoning Map ~~zoning map~~ as approximately following a ridgeline or topographic contour line shall be construed as following the actual ridge or contour line. If, subsequent to the establishment of the boundary, the ridge or contour line should move as a result of natural processes, then the boundary shall be construed as moving with the ridge or contour line.
4. A boundary shown on the Zoning Map ~~zoning map~~ as approximately following a street or railroad line shall be construed as following the centerline of the street or railroad right-of-way. If, subsequent to the establishment of the boundary, the centerline of the street or railroad right-of-way should be moved as a result of its widening or minor realignment (such as at an intersection), then the boundary shall be construed as moving with the centerline if and only if the centerline is moved no more than 20 feet.
5. Whenever any street or other public right-of-way is vacated in the manner prescribed by law, the zoning district adjoining each side of said street or other public right-of-way shall be automatically extended to the

119 centerline of the former street or other public right-of-way, and all of the area included in the vacation shall
120 then and henceforth be subject to all regulations of the extended districts.

121 6. Whenever a single lot, one acre or less in size, is located within two or more different zoning districts, the
122 district regulations applicable to the district within which the larger portion of the lot lies shall apply to the
123 entire lot.

124 7. Whenever a single lot greater than one acre in size is located within two or more different zoning districts,
125 each portion of that lot shall be subject to all the regulations applicable to the district in which it is located.

126 ~~8. If the specific location of a zoning boundary line cannot be determined from application of the above rules to~~
127 ~~the zoning map, it shall be determined by the use of the scale designated on the zoning map.~~

128 98. Where questions still arise concerning the exact location of a district boundary, the community
129 development director or designee shall interpret the zone boundaries. (Ord. 20-579 § 3 (Exh. C); Ord. 15-448 §
130 2 (Exh. A); Ord. 03-203 § 1).



**CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION**

The Planning Commission voted 7-0 to recommend APPROVAL of the proposed code amendments to the Edgewood Municipal Code (EMC) pertinent to the use of the city's GIS map for the identification of potential critical areas, future land use designations, and current zoning.

It is the recommendation of the City of Edgewood Planning Commission to approve the drafted EMC amendments as presented in the staff report and attachment submitted by Associate Planner Evan Hietpas for the January 10, 2022 public hearing.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 10TH DAY OF JANUARY 2022.**

Planning Commission Chair

Attest by:

Evan Hietpas
Associate Planner



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, January 11, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinger, Deputy Mayor Creley, Councilmember West, Councilmember Day, Councilmember Keith, Councilmember Buckley, Councilmember Tomyn,

Excused: Councilmember Lowry

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT/Facilities Director Matthew Ray, Police Chief Mark Berry.

Motion: Add TIF Fee amount and Exemptions for the pro rated fee table to the agenda,

Action: Approve, **Moved by:** Councilmember Keith **Seconded by:** Councilmember Day, **Motion**

Tied 3-3 Mayor Eidinger broke the tie as a no vote

Discussion ensued and the Council decided to bring this back at an upcoming study session.

2 NOMINATION OF DEPUTY MAYOR

A. AB22-001 - Nominations for Deputy Mayor

Motion: Nomination of Councilmember Tomyn for Deputy Mayor position As read,

Action: Approve, **Moved by:** Councilmember West **Seconded by:** Councilmember Day, **Motion Passed 6-0**

3 AUDIENCE COMMENT

Jason Ramirez spoke.

4 MAYOR'S REPORT

Mayor Eidinger read his report into the record and then invited each director to speak on topics of their choosing.

5 CONSENT AGENDA:

A. Review of Board/Commission Minutes

B. Regular City Council Meeting Minutes of December 28, 2021

C. Study Session Meeting Minutes of January 4, 2022

D. AB22-002 – a motion approving December 2021 and January 2022 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; AWC Employee Benefit Trust; and IRS 941 in the amount of \$198,283.16; and Vendor Check Numbers 25271 through 25287 with EFT and Direct Pay Payments in the amount of \$218,699.89. Total distributions submitted for review and authorization in the amount of \$416,983.05.

E. AB22-0610 – a motion approving Resolution 22-0610 authorizing the Mayor to enter into a first amendment to the agreement with Bob's Property Solutions, Inc. Dated January 23, 2019

Motion: As read, **Action:** Approve, **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Creley, **Motion Passed 6-0**

6 COUNCIL BUSINESS

- A. AB22-003** - a motion approving a purchase order in the amount of \$149,966.08 for Edgemont Playground Equipment
Public Works Director Metzler brought this item forward for approval.
Motion: As read, **Action:** Approve, **Moved by** Councilmember Creley **Seconded by** Deputy Mayor Tomin **Motion Passed 6-0**
- B. AB22-0611** – approving Resolution 22-0611 appointing Council Liaisons to City of Edgewood and Regional External Boards and Commissions for the Year 2022
Motion: As read, **Action:** Approve, **Moved by** Deputy Mayor Tomin **Seconded by** Councilmember Creley, **Motion Passed 6-0**

7 COUNCIL COMMENTS

Councilmember Day spoke.
Councilmember Creley spoke.

8 ADJOURN

Mayor Eiding adjourned the meeting at 7:32pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eiding
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, January 18, 2022 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Eidinger, Councilmember Creley, Councilmember Day, Councilmember Keith, Councilmember Buckley, Deputy Mayor Tomin, Councilmember Lowry **Excused:** Councilmember West

Staff Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Darren Groth, Public Works Director Jeremy Metzler, IT/Facilities Director Matthew Ray, Police Chief Mark Berry.

2 PRESENTATIONS

A. New Staff Meet & Greet

Mayor Eidinger had newly hired staff members introduce themselves to the Council.

B. Interview - Economic Development Advisory Board Applicant

Community and Economic Development Director Groth introduced applicant Colleen Wise, who discussed with the Council why she wished to be part of the Economic Development Advisory Board.

C. Update from Retail Strategies

Community and Economic Development Director Groth introduced Matthew Tate, and Brookley Valencia with Retail Strategies, who provided a brief update on what they've been working on.

D. School Impact Fee Presentations - Sumner, Fife and Puyallup School Districts

Brian Deveroux, Director of Facilities Planning, and Dr. John Polm, Superintendent for the Puyallup School District, as well as Marina Tanay, Capital Projects/Facilities Manager for the Sumner-Bonney Lake School District, and Kari Harris, Assistant Superintendent of Business Services for the Fife School District, presented their updates to the Council.

3 COUNCIL BUSINESS

A. Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Councilmember Day made a motion, seconded by Deputy Mayor Tomin, to extend the meeting passed 9:00pm Approved 6-0

Mayor Eidinger recessed the meeting at 8:44pm for a 3 minute break, calling the meeting back to order at 8:48pm.

Deputy Mayor Tomin briefed on this reoccurring agenda item, indicating the first meeting of the committee for 2022 will be held the second week of February.

B. Discussion - Development Review

Code Enforcement Manager John Fairbanks presented the Development Review to the Council.

C. Discussion - Standby Policy

Public Works Director Metzler, and City Clerk/HR Director Pitzle discussed this topic and the need for it in detail with Council.

D. Discussion - Resolution - Raedeke Associates, Inc. - Wetland Monitoring Agreement

Community and Economic Development Director Groth and Senior Planner Dörner reviewed this topic and the need for the agreement, with Council agreeing to place it on an upcoming Consent Agenda.

E. Discussion - Ordinance - Title 14 and Title 18 - GIS Coverage Layers for Critical Areas and Zoning

Community and Economic Development Director Groth briefed attendees on this agenda item.

F. Discussion - Ordinance - Title 18 - Noise Code Amendments

Community and Economic Development Director Groth discussed this agenda item with the Council, reviewing the Planning Commissions recommendation process.

G. Discussion - Strategic Planning Retreat Topics

Assistant City Administrator Gray reviewed the agreed upon topics for the upcoming annual retreat with the Council.

H. Discussion - Traffic Impact Fees Review

Councilmember Keith discussed this agenda item and presented her questions to the Council and staff for discussion.

4 OTHER COUNCIL ITEMS

5 ADJOURN

Mayor Eiding adjourned the meeting at 10:07pm.

Jill S. Herrera
Communications Coordinator / Deputy City Clerk

Daryl Eiding
Mayor

City of Edgewood 2021

January 25th 2022 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
DCP EFT 1/14/2022	Deferred Compensation Program	1/14/2022	\$16,722.59
Direct Deposit Run -	Payroll Vendor	1/14/2022	\$93,498.49
DRS EFT 1/14/2022	Dept of Retirement Systems	1/14/2022	\$20,892.96
DSHS-DCS EFT	WA State Support Registry	1/14/2022	\$719.00
ESD PFML EFT	Employment Security Department-PFML	1/14/2022	\$1,879.74
ESD UI Q42021	Employment Security Department	1/14/2022	\$1,423.71
IRS 941 EFT 1/14/2022	IRS 941	1/14/2022	\$16,964.86
L&I EFT Q42021	Dept of Labor & Industry	1/14/2022	\$7,197.13
Total			\$159,298.48

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25287 Last Number Issued Previous Authorization			
25288	AHBL	1/25/2022	\$6,087.50
25289	Arctic Glacier USA, Inc.	1/25/2022	\$73.71
25290	Gray & Osborne, Inc	1/25/2022	\$37,595.54
25291	Lakehaven Water & Sewer District	1/25/2022	\$148.88
25292	Orkin	1/25/2022	\$498.30
25293	Pierce County Budget & Finance PW	1/25/2022	\$159,316.89
25294	Raedeke Associates, Inc.	1/25/2022	\$698.92
25295	State Auditor's Office	1/25/2022	\$11,423.10
25296	City of Edgewood	1/25/2022	\$214.12
25297	East Pierce Fire & Rescue	1/25/2022	\$663.18
25298	Office Depot	1/25/2022	\$55.96
25299	Orkin	1/25/2022	\$1,913.52
25300	Pierce County Budget & Finance PW	1/25/2022	\$37,204.71
25301	Puget Sound Clean Air Agency	1/25/2022	\$9,058.00
25302	WA Assoc. of Building Officials	1/25/2022	\$210.82
25303	Whistle Workwear	1/25/2022	\$89.08
Direct Pay Payment	American Traffic Solutions	1/25/2022	\$28,500.00
Direct Pay Payment	Madrona Law Group, PLLC	1/25/2022	\$21,176.38
Direct Pay Payment	McClatchy Company LLC	1/25/2022	\$883.75
Direct Pay Payment	McKinstry Co, LLC	1/25/2022	\$13,843.50
Direct Pay Payment	SCJ Alliance	1/25/2022	\$11,230.00
EFT Payment 1/20/2022	Department of Revenue	1/25/2022	\$6,444.87
EFT Payment 1/20/2022	Mt. View-Edgewood Water Co.	1/25/2022	\$658.84
EFT Payment 1/20/2022	Puget Sound Energy	1/25/2022	\$6,361.86
EFT Payment 1/20/2022	Shell	1/25/2022	\$1,720.77
EFT Payment 1/20/2022	US Bank Corporate Payment System	1/25/2022	\$6,733.51
EFT Payment 1/20/2022	US Bank ACH/EFT	1/25/2022	\$255.74

Total Claims Voucher Distribution	\$363,061.45
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Total Distribution Submitted for Review & Authorization	\$522,359.93
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$522,359.93
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Daryl Eidinger

_____ Council Member



Voucher Directory

Fiscal: : 2022 - January
Council Date: : 2022 - January - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
City of Edgewood	25296			2022 - January - 2nd Council Meeting	
		011922-COE			
			Permit Fees 21-1015		
			001-018-000-518-30-45-07	Operating Permits	\$214.12
				Permit Fees 21-1015: COE PD Access Door Relocation	
		Total 011922-COE			\$214.12
	Total 25296				\$214.12
Total City of Edgewood					\$214.12
East Pierce Fire & Rescue	25297			2022 - January - 2nd Council Meeting	
		011722-EPF			
			Fire Plan Review Fees		
			650-000-000-589-30-00-06	Fire Plan Review	\$663.18
				Fire Plan Review Fees	
		Total 011722-EPF			\$663.18
	Total 25297				\$663.18
Total East Pierce Fire & Rescue					\$663.18
Office Depot	25298			2022 - January - 2nd Council Meeting	
		217701111001			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$20.12
				1099 Forms/Envelopes	
		Total 217701111001			\$20.12
		217701926001			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$35.84
				W-2 Envelopes	
		Total 217701926001			\$35.84
	Total 25298				\$55.96
Total Office Depot					\$55.96

Vendor	Number	Reference	Account Number	Description	Amount
Orkin	25299			2022 - January - 2nd Council Meeting	
		011022-ORKIN			
			Acct 31501490	2022 Annual Service	
			001-018-000-518-30-41-01	Professional Services	\$1,913.52
				2022 Annual Service	
		Total 011022-ORKIN			\$1,913.52
	Total 25299				\$1,913.52
Total Orkin					\$1,913.52
Pierce County Budget & Finance PW	25300			2022 - January - 2nd Council Meeting	
		CI-311015			
			2022 SW Management Services		
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$37,204.71
				2022 SW Management Services	
		Total CI-311015			\$37,204.71
	Total 25300				\$37,204.71
Total Pierce County Budget & Finance PW					\$37,204.71
Puget Sound Clean Air Agency	25301			2022 - January - 2nd Council Meeting	
		22-013			
			2022 Clean Air Assessment		
			001-018-000-518-90-49-51	Puget Sound Clean Air Dues	\$9,058.00
				2022 Clean Air Assessment	
		Total 22-013			\$9,058.00
	Total 25301				\$9,058.00
Total Puget Sound Clean Air Agency					\$9,058.00
WA Assoc. of Building Officials	25302			2022 - January - 2nd Council Meeting	
		42238			
			January Purchases		
			001-058-000-558-50-31-01	Office & Operational Supplies	\$210.82
				Code Books- C.McVay	
		Total 42238			\$210.82
	Total 25302				\$210.82
Total WA Assoc. of Building Officials					\$210.82
Whistle Workwear	25303			2022 - January - 2nd Council Meeting	
		401160			
			January Purchases		
			001-018-000-518-20-31-54	Clothing/Uniforms/PPE	\$89.08

Vendor	Number	Reference	Account Number	Description	Amount
				Work Pants- J.Werre	
		Total 401160			\$89.08
	Total 25303				\$89.08
Total Whistle Workwear					\$89.08
Grand Total		Vendor Count	8		\$49,409.39



Voucher Directory

Fiscal : 2021 - December
Council Date : 2021 - December - Period 13-2

Vendor	Number	Reference	Account Number	Description	Amount
AHBL	25288			2021 - December - Period 13-2	
		129498			
			11/26-12/25/21 Prologis Review		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,968.75
				Prologis Review	
		Total 129498			\$1,968.75
		129499			
			11/26-12/25/21 Edgewood Town Center Plan		
			001-058-000-558-60-41-03	Prof. Services (Non-reimbursable)	\$2,350.00
				Edgewood Town Center Plan	
		Total 129499			\$2,350.00
		129500			
			11/26-12/25/21 Bridge Review		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$1,768.75
				Bridge Review	
		Total 129500			\$1,768.75
	Total 25288				\$6,087.50
Total AHBL					\$6,087.50
American Traffic Solutions					
	Direct Pay Payment 1/20/2022 4:01:48 PM - 1		2021 - December - Period 13-2		
	INV0025801				
			December Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$28,500.00
				6 school zone cameras	
		Total INV0025801			\$28,500.00
	Total Direct Pay Payment 1/20/2022 4:01:48 PM - 1				\$28,500.00
Total American Traffic Solutions					\$28,500.00
Arctic Glacier USA, Inc.					
	25289		2021 - December - Period 13-2		
		M610011134			
			December Purchases		
			001-018-000-518-30-32-01	Fuel	\$73.71

Vendor	Number	Reference	Account Number	Description	Amount
				Propane	
		Total M610011134			\$73.71
	Total 25289				\$73.71
Total Arctic Glacier USA, Inc.					\$73.71
Department of Revenue					
	EFT Payment 1/20/2022 4:01:06 PM - 1		2021 - December - Period 13-2		
	012022-DOR				
		2021 Excise Tax Return			
		001-018-000-518-20-31-13		Safety Equipment	\$328.20
				Sales Tax-One Beat Medical-AED's	
		001-021-000-521-30-31-01		Crime Prevention-Supplies	\$155.70
				Sales Tax-OMG National-PD Swag-Coloring Books	
		001-021-000-521-30-31-01		Crime Prevention-Supplies	\$23.00
				Sales Tax-Tattoo Fun-PD Swag- Temp Tattoos	
		001-058-000-558-60-31-01		Office & Operational Supplies	\$4.01
				Sales Tax-Planner Pad-Organizer	
		001-076-000-576-80-31-01		Operational Supplies	\$14.34
				Sales Tax-Dog Waste Depot-Dog Waste Bags	
		401-000-000-535-10-41-51		State Taxes	\$5,919.62
				Excise/Public Utility Tax-Sewer Collection; B&O Tax- Sewer Conveyance Charges	
		Total 012022-DOR			\$6,444.87
	Total EFT Payment 1/20/2022 4:01:06 PM - 1				\$6,444.87
Total Department of Revenue					\$6,444.87
Gray & Osborne, Inc					
	25290		2021 - December - Period 13-2		
	1-G&O Prj. 21565.02				
		December Svcs-2407 126th Ave Ct E Storm Improvements			
		410-000-000-531-38-41-01		Professional Service	\$931.81
				2407 126th Ave Ct E Storm Improvements	
	Total 1-G&O Prj. 21565.02				\$931.81
	1-G&O Prj. 21565.03				
		December Svcs-Caldwell Rd E & 126th Ave E Survey			
		101-000-000-542-30-41-01		Roadway-Professional Service	\$931.81
				Caldwell Rd E & 126th Ave E Survey	
	Total 1-G&O Prj. 21565.03				\$931.81
	12-G&O Prj. 18626.13				
		December Svcs-24th & Meridian Sidewalk Gaps			
		340-000-000-595-69-63-01		Pedestrian & Traffic Safety Improvements	\$776.25
				24th & Meridian Sidewalk Gaps	
	Total 12-G&O Prj. 18626.13				\$776.25

Vendor	Number	Reference	Account Number	Description	Amount
		2-G&O Prj. 21621.00			
			December Svcs-Chrisella Rd E Safety Improvements		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$20,523.95
				Chrisella Rd E Safety Improvements	
		Total 2-G&O Prj. 21621.00			\$20,523.95
		28-G&O Prj. 19614.00			
			December Svcs-General Sewer Plan Update		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$10,798.36
				General Sewer Plan Update	
		Total 28-G&O Prj. 19614.00			\$10,798.36
		3-G&O Prj. 21565.01			
			December Svcs- PW Standards		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	\$1,815.66
				Public Works Standards	
		Total 3-G&O Prj. 21565.01			\$1,815.66
		37-G&O Prj. 18626.01			
			December Svcs-56th Ste E SW Improvements		
			410-000-000-531-38-41-01	Professional Service	\$1,817.70
				56th Ste E SW Improvements	
		Total 37-G&O Prj. 18626.01			\$1,817.70
	Total 25290				\$37,595.54
Total Gray & Osborne, Inc					\$37,595.54
Lakehaven Water & Sewer District					
	25291			2021 - December - Period 13-2	
		3574701 10/13-12/15/21			
			10/13-12/15/21 Svc City Hall		
			001-018-000-518-30-47-04	Sewer Charges	\$148.88
				City Hall Sewer	
		Total 3574701 10/13-12/15/21			\$148.88
	Total 25291				\$148.88
Total Lakehaven Water & Sewer District					\$148.88
Madrona Law Group, PLLC					
	Direct Pay Payment 1/20/2022 4:01:48 PM - 2			2021 - December - Period 13-2	
	11124				
			December Services		
			001-019-000-515-41-41-01	Legal Services-External	\$2,092.00
				Dhaliwal Project	
	Total 11124				\$2,092.00
	11125				
			December Services		
			001-019-000-515-41-41-01	Legal Services-External	\$18,934.38
				General City Attorney Services	
	Total 11125				\$18,934.38

Vendor	Number	Reference	Account Number	Description	Amount
		11126			
			December Services		
			001-019-000-515-41-41-01	Legal Services-External	\$150.00
				Prologis Project	
		Total 11126			\$150.00
		Total Direct Pay Payment 1/20/2022 4:01:48 PM - 2			\$21,176.38
Total Madrona Law Group, PLLC					\$21,176.38
McClatchy Company LLC					
		Direct Pay Payment 1/20/2022 4:01:48 PM - 3	2021 - December - Period 13-2		
		89987			
			December Services		
			001-019-000-511-30-41-02	Legal Publications	\$373.90
				December Services	
			001-058-000-558-60-41-08	Legal Notices/Publications	\$509.85
				December Services	
		Total 89987			\$883.75
		Total Direct Pay Payment 1/20/2022 4:01:48 PM - 3			\$883.75
Total McClatchy Company LLC					\$883.75
McKinstry Co, LLC					
		Direct Pay Payment 1/20/2022 4:01:48 PM - 4	2021 - December - Period 13-2		
		10165186			
			September Service		
			001-076-000-576-80-41-01	Professional Services	\$753.50
				Plumbing Repair at Interurban Trail Restroom	
		Total 10165186			\$753.50
		10165239			
			January Service		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$13,090.00
				PO# 2021046- ground source water loop pump rebuild	
		Total 10165239			\$13,090.00
		Total Direct Pay Payment 1/20/2022 4:01:48 PM - 4			\$13,843.50
Total McKinstry Co, LLC					\$13,843.50
Mt. View-Edgewood Water Co.					
		EFT Payment 1/20/2022 4:01:06 PM - 2	2021 - December - Period 13-2		
		100385-3401 1/11/21-1/10/22			
			1/11/21-1/10/22 Svc 10301 36th St E		
			001-018-000-518-30-47-02	Water	\$59.18
				36th & Meridian Park	
		Total 100385-3401 1/11/21-1/10/22			\$59.18
		15563-3401 1/11/21-1/10/22			
			1/11/21-1/10/22 Svc 1425 110th Ave E		
			001-018-000-518-30-47-02	Water	\$54.06

Vendor	Number	Reference	Account Number	Description	Amount
			1425 110th Ave E		
		Total 15563-3401 1/11/21-1/10/22			\$54.06
		2746-3401 1/11/21-1/10/22			
			1/11/21-1/10/22 2224 104th Ave E		
			001-018-000-518-30-47-02	Water	\$306.82
			City Hall		
		Total 2746-3401 1/11/21-1/10/22			\$306.82
		2823-3401 1/11/21-1/10/22			
			1/11/21-1/10/22 Svc 10311 22nd Ave E		
			001-018-000-518-30-47-02	Water	\$53.62
			10311 22nd Ave E		
		Total 2823-3401 1/11/21-1/10/22			\$53.62
		2961-3401 1/11/21-1/10/22			
			1/11/21-1/10/22 Svc 1800 Meridian Ave E		
			001-018-000-518-30-47-02	Water	\$92.58
			1800 Meridian Ave E		
		Total 2961-3401 1/11/21-1/10/22			\$92.58
		3796-3401 1/11/21-1/10/22			
			1/11/21-1/10/22 Svc 1200 Meridian Ave E		
			001-018-000-518-30-47-02	Water	\$92.58
			1200 Meridian Ave E		
		Total 3796-3401 1/11/21-1/10/22			\$92.58
		Total EFT Payment 1/20/2022 4:01:06 PM - 2			\$658.84
		Total Mt. View-Edgewood Water Co.			\$658.84
Orkin	25292		2021 - December - Period 13-2		
		217155128			
			Acct 31501490 Oct. Services		
			001-018-000-518-30-41-01	Professional Services	\$166.10
			October Services		
		Total 217155128			\$166.10
		218480909			
			Acct 31501490 Nov. Services		
			001-018-000-518-30-41-01	Professional Services	\$166.10
			November Services		
		Total 218480909			\$166.10
		219896884			
			Acct 31501490 Dec. Services		
			001-018-000-518-30-41-01	Professional Services	\$166.10
			December Services		
		Total 219896884			\$166.10
	Total 25292				\$498.30
Total Orkin					\$498.30

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance PW					
	25293		2021 - December - Period 13-2		
		CI-310675			
			2021 SW Management Services		
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$36,121.08
			2021 SW Management Services		
		Total CI-310675			
		CI-311059			
			December M&O Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$100.51
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$54,514.10
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$32,581.96
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$35,999.24
		Total CI-311059			
			\$123,195.81		
	Total 25293		\$159,316.89		
Total Pierce County Budget & Finance PW					\$159,316.89
Puget Sound Energy					
	EFT Payment 1/20/2022 4:01:06 PM - 3		2021 - December - Period 13-2		
		220027969470 12/2/21-1/3/22			
			12/2/21-1/3/22 Svs 92nd Ave & 24th St E		
			001-018-000-518-30-47-01	Electricity	\$125.71
			92nd Ave & 24th St E		
		Total 220027969470 12/2/21-1/3/22			
			\$125.71		
		220027975998 12/2/21-1/3/22			
			12/2/21-1/3/22 Svs TIB City of Edgewood		
			001-018-000-518-30-47-01	Electricity	\$455.42
			TIB City of Edgewood		
		Total 220027975998 12/2/21-1/3/22			
			\$455.42		
		300000011233 December 2021			
			December Statement		
			001-018-000-518-30-47-01	Electricity	\$5,780.73
			December Statement		
		Total 300000011233 December 2021			
			\$5,780.73		
	Total EFT Payment 1/20/2022 4:01:06 PM - 3		\$6,361.86		
Total Puget Sound Energy					\$6,361.86
Raedeke Associates, Inc.					
	25294		2021 - December - Period 13-2		
		59697			
			Prj 2018-097 December Services		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$661.92
			203-1 Smith and Sons Wetland Review- 1st Review		
			001-058-000-558-60-41-01	Reim.Engineering - Prof. Serv	\$37.00

Vendor	Number	Reference	Account Number	Description	Amount
				201-1 Bridge Point Site- 1st Review	
		Total 59697			\$698.92
	Total 25294				\$698.92
Total Raedeke Associates, Inc.					\$698.92
SCJ Alliance					
	Direct Pay Payment 1/20/2022 4:01:48 PM - 5		2021 - December - Period 13-2		
	66347-SCJ				
		Prj. 20-000480 Edgewood PROS			
		001-076-000-576-80-41-01		Professional Services	\$11,230.00
				Edgewood PROST Plan Update	
		Total 66347-SCJ			\$11,230.00
	Total Direct Pay Payment 1/20/2022 4:01:48 PM - 5				\$11,230.00
Total SCJ Alliance					\$11,230.00
Shell					
	EFT Payment 1/20/2022 4:01:06 PM - 4		2021 - December - Period 13-2		
	77439250				
		December Statement			
		001-018-000-518-30-32-01		Fuel	\$1,720.77
				December Statement	
		Total 77439250			\$1,720.77
	Total EFT Payment 1/20/2022 4:01:06 PM - 4				\$1,720.77
Total Shell					\$1,720.77
State Auditor's Office					
	25295		2021 - December - Period 13-2		
		L146117			
		2020 Audit No. 56576			
		001-019-000-514-23-41-01		State Auditor	\$11,423.10
				2020 Accountability/Financial Audit	
		Total L146117			\$11,423.10
	Total 25295				\$11,423.10
Total State Auditor's Office					\$11,423.10

Vendor	Number	Reference	Account Number	Description	Amount
US Bank ACH/EFT					
	EFT Payment 1/20/2022 4:01:35 PM - 1		2021 - December - Period 13-2		
	010722-USBank				
		December Safekeeping Fees			
		001-019-000-514-20-42-05	Bank & Bond Fees		\$26.00
			December Safekeeping Fees		
	Total 010722-USBank				
	011422-USBank				
		December Analysis Fees			
		001-019-000-514-20-42-05	Bank & Bond Fees		\$229.74
			December Analysis Fees		
	Total 011422-USBank				
					\$229.74
	Total EFT Payment 1/20/2022 4:01:35 PM - 1				
					\$255.74
Total US Bank ACH/EFT					\$255.74
US Bank Corporate Payment System					
	EFT Payment 1/20/2022 4:01:06 PM - 5		2021 - December - Period 13-2		
	122721-USBank				
		December Statement			
		001-011-000-511-60-31-01	Office & Operational Supplies		\$123.20
			M.Sullivan-Awards Unlimited-Plaques for outgoing Councilmembers		
		001-018-000-518-20-31-01	Office & Operational Supplies		\$20.79
			D.Eidinger-Lowes-Bollard Light Bulbs for CH		
		001-018-000-518-20-31-01	Office & Operational Supplies		\$711.00
			D.Eidinger-A Structure for Life-Carport for PW Yard (deposit only)		
		001-018-000-518-20-31-08	Wellness Supplies		\$50.00
			J.Bartelson-Lodo Chair Massage-Virtual Meditation (wellness)		
		001-018-000-518-20-31-54	Clothing/Uniforms/PPE		\$302.49
			B.Whitman-Sportco-Chest Waders		
		001-018-000-518-20-31-54	Clothing/Uniforms/PPE		\$164.99
			A.Thompson-Sportco-Rainboots		
		001-018-000-518-20-31-54	Clothing/Uniforms/PPE		\$467.48
			H.Aelua-Sportco-Chest Waders, Rainboots		
		001-018-000-518-20-39-11	Teambuilding-Supplies		\$10.70
			B.Murray-Dollar Tree-B.E. Team Supplies		
		001-018-000-518-20-39-11	Teambuilding-Supplies		\$189.60
			J.Bartelson-Joann Stores-Staff Sweatshirts		
		001-018-000-518-20-39-11	Teambuilding-Supplies		\$20.48
			J.Bartelson-Threadsy.com-Staff Sweatshirts		
		001-018-000-518-20-39-11	Teambuilding-Supplies		\$17.49
			B.Murray-Safeway-B.E. Team Supplies		
		001-018-000-518-20-42-02	Postage		\$30.32
			M.Sullivan-USPS-NOCV Mailings (code enforcement)		
		001-018-000-518-20-49-01	Memberships		\$40.00
			J.S-Herrera-iStock Photo-Monthly Membership		

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$76.95
				A.Thompson-Milos Locksmith-Spare Truck Key (Vehicle #7)	
			001-018-000-518-30-41-01	Professional Services	\$13.65
				J.Bartelson-WA Vehicle Licensing-Report of Sale, Chevy Snowplow	
			001-018-000-518-85-49-03	Computer Subscriptions	\$69.00
				M.Ray-Netflare-Email Security Service	
			001-018-000-518-85-49-03	Computer Subscriptions	\$127.50
				M.Ray-Amazon Web Services-Cloud Backup	
			001-018-000-594-18-64-01	Cap Exp-Office Furniture	\$2,089.99
				M.Ray-Costco-Replacement Fridge (CH lunchroom)	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$422.40
				J.S-Herrera-Survey Monkey-Annual Membership	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$25.00
				J.S-Herrera-WAPRO-Annual Membership	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$25.00
				R.Pitzel-WAPRO-Annual Membership	
			001-021-000-521-20-31-05	Supplies-Misc	\$147.91
				B.Murray-The Home Depot-Misc Supplies for Edgewood PD	
			001-058-000-558-50-43-01	Training/Travel Costs	\$657.00
				J.Tumelson-ICC-Exam (M.George)	
			001-058-000-558-50-49-01	Memberships	\$142.00
				J.Werre-ICC-Certificate Renewal	
			001-058-000-558-60-43-01	Training/Travel Costs	\$25.00
				E.Hietpas-APA-Webinar	
			001-058-000-558-60-43-01	Training/Travel Costs	\$30.00
				E.Hietpas-MRSC-Webinar	
			001-076-000-576-80-31-01	Operational Supplies	\$33.87
				B.Whitman-Costco-Shelf, Batteries (PW shop)	
			001-076-000-576-80-31-01	Operational Supplies	\$42.65
				B.Whitman-Lowes- Garage Remotes (PW shop)	
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	\$47.10
				B.Whitman-Harbor Freight-Misc Tools (PW shop)	
			001-076-000-576-80-49-01	Memberships	\$10.30
				B.Whitman-WA State Dept. of Agriculture-Pesticide License Renewal	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$67.75
				B.Whitman-Costco-Shelf, Batteries (PW shop)	
			101-000-000-542-30-31-01	Roadway-Operational Supplies	\$85.30
				B.Whitman-Lowes- Garage Remotes (PW shop)	
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	\$94.18
				B.Whitman-Harbor Freight-Misc Tools (PW shop)	
			101-000-000-542-90-49-01	Admin/Overhead-Memberships	\$20.60
				B.Whitman-WA State Dept. of Agriculture-Pesticide License Renewal	
			410-000-000-531-38-31-01	Operational Supplies	\$67.75
				B.Whitman-Costco-Shelf, Batteries (PW shop)	
			410-000-000-531-38-31-01	Operational Supplies	\$85.29
				B.Whitman-Lowes- Garage Remotes (PW shop)	

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-531-38-49-01	Memberships	\$20.60
				B.Whitman-WA State Dept. of Agriculture-Pesticide License Renewal	
			410-000-000-594-31-64-04	Equipment	\$94.18
				B.Whitman-Harbor Freight-Misc Tools (PW shop)	
			501-000-000-594-18-65-03	City Equipment	\$64.00
				D.Eidinger-WA DOL-License/Registration, '22 Ford Ranger (#16)	
			Total 122721-USBank		\$6,733.51
			Total EFT Payment 1/20/2022 4:01:06 PM - 5		\$6,733.51
			Total US Bank Corporate Payment System		\$6,733.51
Grand Total		Vendor Count	19		\$313,652.06



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-007 - Standby Policy	Agenda Item #: 5.D
	For Agenda of: 1/25/2022
	Prepared by: Jeremy Metzler, Rachel Pitzel
Attachments (list): 1. Standby_FINAL_01192022	
Approval of Materials: Jeremy Metzler, Rachel Pitzel Rachel Pitzel 1/20/2022 Dave Gray 1/20/2022 Daryl Eidingen 1/20/2022	Expenditure Required: TBD
	Amount Budgeted: N/A
	Timeline: 01/18/2022 SS Discussion 01/25/2022 RCM

Summary Statement:

The City's Public Works Department is responsible for ensuring the public's health, safety and welfare during emergent situations. Edgewood has and continues to rely on the Pierce County Public Works Department for most after-hours responses, but as the city continues to grow, there has been an increased desire expressed to respond to emergencies with City staff when feasible. The City Council authorized a Call-Out, Callback and Emergency Policy within the last couple of years, but there is no language in that policy that assures local staff will be available after hours for a call-out.

It is normal and customary in the public works profession to offer standby pay for non-exempt staff to ensure availability for call-out purposes. After reviewing examples of standby compensation policies contained in the collective bargaining language of our neighboring agencies, staff prepared the attached policy language. City staff are also recommending an hourly rate of \$3.00 for standby compensation, subject to an annual review of the salary schedule during the annual budgeting process. For comparison, Sumner has a standby pay rate of \$3.00/hr, and Puyallup has a rate of \$3.50/hr.

Staff hereby presents the attached policy and updated salary schedule for the Council's consideration.

Item History:

01/18/2022 SS

Recommended Action:

MOTION to adopt **AB22-007** - Standby Policy and establish a standby pay rate of \$3.00 per hour.

Fiscal Note/Consideration:

Staff has recommended a standby pay rate of \$3 per hour, to be paid to eligible non-exempt employees only when deemed necessary by the Public Works Superintendent, exclusive of regular and call-out work hours. For illustrative purposes, with a 4-person crew, standby duty over a two-day weekend could result in \$768 of total standby compensation. If a call-out was deemed necessary during that time, the resulting standby compensation would be less, but call-out compensation would be paid following the existing Call-Out, Callback and Emergency Policy.



**CITY OF EDGEWOOD
POLICIES AND PROCEDURES**

TITLE:
Standby Policy and Procedures

POLICY MANUAL SECTION & NO.
To be assigned....

APPROVED BY
Mayor Eidinger

REVISES OR SUPERSEDES
New Content

EFFECTIVE DATE:
01/26/2022

I. Purpose/Objective:

Non-Exempt employees of the city may be required to serve in a “Standby” capacity, remaining available to answer calls after-hours in response to emergencies, whether they be anticipated or unexpected, and respond appropriately. The city, at its option, may invoke standby duty to ensure that qualified personnel are available as needed in order to responsibly protect the public’s health, safety, and/or welfare.

II. Process:

1. Employees qualify for standby status upon authorization of the Public Works Superintendent.
2. Qualified Employees may choose to take a city vehicle home if they live within a 12 (twelve) linear mile radius of Edgewood’s service area. The purpose of this is to avoid having the responding employee from use their personal vehicle and tools when responding.
3. Employees who have been assigned to standby duty must be immediately (or as soon as reasonably practicable) available by telephone contact and able to work.
4. Standby duty shall be assigned by the Public Works Superintendent when deemed necessary.
5. When an employee is on standby, they may use their time freely and for their own purposes, so long as they are able to report to work within one hour of being called in and are not under the influence of alcohol, drugs, or medication that would impair the employee’s ability to perform their duties and responsibilities.
6. There is no entitlement to standby should an employee be unable to fulfill their standby duty for any reason.

III. Responsibilities:

Employees are responsible to:

- maintain awareness of their standby schedule;
- remain accessible, available, and able to respond to a call at all times when assigned to standby;
- leave a telephone number or carry an electronic device for the purpose of being contacted for a call-out;
- avoid being impaired when on standby such that they would be unable to perform their duties and responsibilities if called in to work; and
- find a replacement or make other arrangements (with advance notice to their immediate supervisor) to ensure that standby coverage is maintained when:
 - the employee becomes ill during their scheduled standby; or
 - the employee is otherwise unable to perform any work which may arise during the standby period.

Directors/Supervisors are responsible to:

- assign employees as necessary for standby duty to respond to urgent situations;
- advise employees of any changes to standby status and approve exchanges of standby duties, as appropriate;
- determine reasonable response times with respect to a call-out;
- investigate and follow-up all situations where suspected impairment precludes the employee's ability to fulfill standby duties; and
- ensure that timesheets record the employees' standby and/or call-out accurately, and that Payroll has appropriate information.

IV. Compensation:

- Any employee on standby duty shall receive additional compensation established under the salary schedule as part of the annual budget process; provided, however, that the employee must be able to respond to calls immediately, be available to report to work within one hour, if necessary, and shall not be impaired when on standby.
- The City reserves the right to request documentation or other confirmation regarding an employee's availability while on standby duty. Failure to produce such information upon request may result in ineligibility to receive standby pay or other disciplinary action, up to and including termination.
- Standby pay shall not be considered as part of an employee's base pay rate, unless otherwise required by state or federal law.
- When an employee on standby duty is called to report to work, time actually worked will be compensated as outlined in the Call out, Callback and Emergency policy, not as standby compensation.

V. Conflicts with other laws and policies:

In the event of a conflict between this policy and any City of Edgewood ordinance or state or federal law, the terms of such ordinance or law shall prevail. In the event of a conflict between this policy and any other policy of the City of Edgewood, this policy shall govern.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-0613 - a motion approving Resolution 22-0613 authorizing the Mayor to execute a personal services agreement with Raedeke Associates, Inc. for wetland monitoring and review	Agenda Item #: 5.E
	For Agenda of: 1/25/2022
	Prepared by: Darren Groth
Attachments (list): 1. Attachment 1_ Resolution 2022-0613 - with exhibits	
Approval of Materials: Darren Groth Rachel Pitzel 1/20/2022 Dave Gray 1/20/2022 Daryl Eidingen 1/20/2022	Expenditure Required: See fiscal note
	Amount Budgeted: See fiscal note
	Timeline: 01/18/2022: SS Discussion 01/25/2022: RCM Final Action

Summary Statement:

Item History:

On July 22, 2021, Permit No. 21-1339 was submitted to construct a two-story, three-bedroom single-family home. The permit submittal was authorized as a reasonable use exception (RUE) to Title 14, Critical Areas of the Edgewood Municipal Code (EMC) under Section 14.30.050. The RUE decision under City Permit No. 19-1134 was attached for review to last week's study session agenda item. In accordance with that decision, the applicant is required to show that alterations permitted to the critical area or its buffer are the minimum necessary to allow for the RUE. Any alteration of the critical area or buffer is required to follow the subject mitigation plan for the site. Components of the mitigation plan require long-term, up to 10 years, monitoring of the on-site improvements. As a current on-call consultant, the City utilizes Raedeke Associates to review wetland mitigation plans and monitoring reports. Since the monitoring required for permit 21-1339 exceeds the time frame of the City's on-call agreement with Raedeke, this agenda item is intended to allow City Council to authorize an agreement to utilize Raedeke's services for the life of the required monitoring. The resolution, with attached Raedeke agreement and agreement Exhibit A, is included with this agenda bill as Attachment 1. Following last week's study session discussion, this agenda item is intended to allow City Council to take final action on the attached resolution.

Recommended Action:

MOTION to adopt **AB22-0613** - a motion approving Resolution 22-0613 authorizing the Mayor to execute a personal services agreement with Raedeke Associates, Inc. for wetland monitoring and review

Fiscal Note/Consideration:

The agreement for Raedeke to provide review services for the City of Edgewood identifies a lump sum

compensation total of \$19,300. The applicant for the single-family home permit will be remitting the total costs up-front prior to issuance of the building permit.

RESOLUTION NO. 22-0613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH RAEDEKE ASSOCIATES, INC. FOR PROJECT WETLAND MITIGATION MONITORING AND REVIEW.

WHEREAS, as a condition of reasonable use permitting the building of a single-family residence (the Project), the City has imposed a mitigation and monitoring requirement for an extended period of time and

WHEREAS, to ensure compliance with required mitigation and monitoring for this project, the City requires the services and expertise of a consultant and

WHEREAS, Raedeke Associates, Inc. performs wetland consulting for the City on an on-call basis for other mitigation needs and the City has been pleased with the work product, cost, and timeliness of their services, but the services related to the Project are beyond the scope of the on-call contract and

WHEREAS, as a condition of granting the building permit, the Project applicant is paying the upfront cost of the attached personal services agreement between the City and Raedeke for the entire monitoring period.

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

Section 1. The Mayor is hereby authorized to execute a personal services agreement with Raedeke Associates, Inc for the wetland mitigation and monitoring review as set forth in the the agreement and scope of work attached hereto and incorporated herein as Exhibit A.

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

ADOPTED THIS 25th day of January, 2022

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 25th day of January, 2021, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

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

and Raedeke Associates, Inc., a wetland consulting corporation, organized under the laws of the State of Washington, doing business at:

Raedeke Associates, Inc. (hereinafter the “CONSULTANT”)
2111 North Northgate Way, Suite 219
Seattle, WA 98133

Contact: Kolten Kusters Phone: (206) 525-8122 (Ext. 123) Fax: (206) 526-2880

for personal services in connection with the following Project:

Review of Implementation Report, mitigation monitoring for years one, two, three, five, and then seven and ten if early closeout is not obtained by the applicant for McCutcheon Single Family Residence (Permit# 21-1339) as described in the Raedeke Associates, Inc. Scope of Services letter dated December 14, 2021 and required in the Compensatory Mitigation Program dated August 26, 2021, prepared by Habitat Technologies attached to this contract as Exhibit “A”.

TERMS AND CONDITIONS

1. Services by Consultant.

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

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

2. Schedule of Work.

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

Revised 04/2021

3. **Terms.** This Agreement shall commence on January 31, 2022, ("Commencement Date") and shall terminate on January 31, 2032 unless extended or terminated in writing as provided herein.

4. **Compensation.**

✓

LUMP SUM. Compensation for these services shall be a Lump Sum of \$19,300.00, which includes all applicable tax.

☐

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$19,300.00, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit.

☐

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

☐

OTHER. _____

5. **Payment.**

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

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

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

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

6. **Discrimination and Compliance with Laws**

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

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

Revised 04/2021

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

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

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

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 10 days' written notice to the Consultant.

B. Rights Upon Termination.

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

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

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable

expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

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

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

10. Ownership of Work Product.

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

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

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

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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

A. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

Revised 04/2021

D. Other Insurance Provisions

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Notice of Cancellation.

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

H. Failure to Maintain Insurance.

Failure on the part of the Consultant 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 Consultant 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 Consultant from the City.

I. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

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

Daryl Eidinger
Mayor
City of Edgewood
2224 - 104th Avenue East
Edgewood, WA 98372

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

NAME OF CONSULTANT
Raedeke Associates, Inc.
Attn: Kolten Kusters, PWS
2111 North Northgate Way, Suite 219
Seattle, WA 98133

Phone: 206-525-8122
Fax: 206 5262880

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

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

17. General Provisions.

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

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

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

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement.

Revised 04/2021

All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF EDGEWOOD, WASHINGTON

CONSULTANT

By: _____
Daryl Eidinger
Mayor

By: 
Name: Richard W. Lundquist

Date: _____

Title: President

Date: January 12, 2022

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: 
Ann Marie J. Soto
City Attorney

EXHIBIT A

November 8, 2021
Revised December 14, 2021

Morgan Dorner
Associate Planner, City of Edgewood
2224 104th Ave E.
Edgewood, WA. 98372

RE: REVISED Agreement for Professional Services
City of Edgewood On-Call Services
McCutcheon – Mitigation Installation Review &
Mitigation Monitoring Years 1, 2, 3, 5, 7, & 10
R.A.I. Project #2018-097-202-1/202-2/202-3/202-4/202-5/202-6/202-7

Dear Ms. Dorner:

We are pleased to submit the following proposal for biological consulting services for the above-named project.

The Scope of Services portion of this Agreement is based upon discussions with you and our understanding of the work needed as of the date of this document. If this scope has changed, please notify our office immediately so that we can update this Agreement to reflect the services needed.

In order to authorize work to begin, **please provide us with the appropriate contract documents for signature along with a list of other items required, if applicable.**

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions, you may contact me directly at (206) 525-8122.

Respectfully submitted,

RAEDEKE ASSOCIATES, INC.



Kolten T. Kusters, PWS
Wetland Scientist

Attachments

RAEDEKE ASSOCIATES, INC.
2111 N. NORTHGATE WAY, STE. 219
SEATTLE, WASHINGTON 98133
(206) 525-8122
FAX: (206) 526-2880
Scope of Services
For Professional Services Agreement

This document shall serve as an Agreement for Professional Services between Raedeke Associates, Inc. and **The City of Edgewood** for the project known as:

PROJECT LOCATION

The McCutcheon project site is located along 36th Avenue East in the City of Edgewood, Washington. The approximately 0.78-acre site project site is identified by Pierce County Tax Parcel No. 0420152089. This places the project site in a portion of Section 15, Township 20 North, Range 04 East, W.M. Parcel maps retrieved on-line from Pierce County depict the property boundaries.

SCOPE OF WORK FOR MITIGATION INSTALLATION REVIEW (2018-032-202-1)

For this phase of the project, Raedeke Associates, Inc. to conduct a review of implementation of the final mitigation to confirm that onsite restoration was installed per the specifications of the mitigation plan as-built. Upon completion of our site visit and review of the implementation plan, we would provide a brief comment memorandum summarizing our findings. This scope of work also includes budget for technical assistance for the project as necessary.

- **PROJECT INITIATION AND MOBILIZATION:** Initial coordination, scheduling, and preparation of materials for site visit, including review of approved plans, field data summaries, and maps.
- **SITE VISIT:** We would conduct a one-half (up to 4 staff-hours) site investigation to confirm that the mitigation plantings were installed per the as-built site plans and specifications. During our site visit, we would document the existing site conditions and overall performance of the mitigation site.
- **INSTALLATION REVIEW MEMO:** After completion of the our site visit, Raedeke Associates, Inc. will prepare a summary memorandum detailing our findings regarding the accuracy and completeness of the onsite mitigation with regard to the approved installation plan provided for the project site report.
- **PROJECT COORDINATION AND ADMINISTRATION:** This task includes correspondence and coordination with the City of Edgewood regarding scheduling, and information acquisition for the project and for in-house administration as necessary during the project (assumes up to 1 staff-hour).
- **PROJECT EXPENSES:** Included in this task are costs for travel, mileage, reprographics, field equipment, and other supplies.

RAEDEKE ASSOCIATES, INC.
2111 N. NORTHGATE WAY, STE. 219
SEATTLE, WASHINGTON 98133
(206) 525-8122
FAX: (206) 526-2880
Scope of Services
For Professional Services Agreement

SCOPE OF WORK FOR YEAR-ONE, TWO, THREE, FIVE, SEVEN, AND TEN-YEAR MITIGATION MONITORING REVIEW (2018-097-202-2/202-3/202-4/202-5/202-6/202-7)

We would review annual performance monitoring reports for the McCutcheon project site for years 1, 2, 3, 5, 7, and 10. We would review the mitigation plan and applicant's monitoring reports and visit the site to evaluate the accuracy and completeness of the reports with respect to the mitigation performance standards. During final review, we would provide a verification of the wetland delineation provided by the applicant's biologist. We would provide a summary of our findings and brief comment memorandum for each review summarizing if the site performance standards are being met per the approved mitigation plan.

- **PROJECT INITIATION AND MOBILIZATION:** Initial coordination, scheduling, and preparation of materials for site visit, including review of approved plans, field data summaries, and maps.
- **MITIGATION MONITORING REVIEW:** During each of the monitoring years, we would review the vegetation monitoring report provided by the applicant's biologist. We would conduct a one-half day (up to 4-staff hours) to assess the accuracy of the monitoring report including health of the plants, plant counts, and the existing site conditions.
- **REVIEW MEMO:** After completion of the vegetation monitoring site visit, Raedeke Associates, Inc. will prepare a summary memorandum detailing our findings regarding the accuracy and completeness of the annual monitoring report with respect to the mitigation performance standards per the approved mitigation plan.
- **PROJECT COORDINATION AND ADMINISTRATION:** This task includes correspondence and coordination with the City of Edgewood regarding scheduling, and information acquisition for the project and for in-house administration as necessary during the project (assumes up to 1 staff-hour).
- **TECHNICAL GUIDANCE:** This task includes technical support and guidance for the City of Edgewood for this project. This task would provide support on any questions or concerns related to critical areas or their buffers that may arise over the course of the project.
- **PROJECT EXPENSES:** Included in this task are costs for travel, mileage, reprographics, field equipment, and other supplies.

PROPOSED FEE SCHEDULE

Raedeke Associates, Inc. will invoice for services on a Time and Materials basis at the rates in effect at the time of the monitoring year.

The proposed fees for performance of professional services detailed in this agreement area summarized below. Invoices will reflect costs for actual hours and expenses incurred.

Performance Review of Installation	(2018-097-202-1)	3,000.00
First-Year Performance Monitoring	(2018-097-202-2)	2,600.00
Second-Year Performance Monitoring	(2018-097-202-3)	2,400.00

RAEDEKE ASSOCIATES, INC.
2111 N. NORTHGATE WAY, STE. 219
SEATTLE, WASHINGTON 98133
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Scope of Services
For Professional Services Agreement

Third-Year Performance Monitoring	(2018-097-202-4)	2,500.00
Fifth-Year Performance Monitoring	(2018-097-202-5)	2,700.00
Seventh-Year Performance Monitoring	(2018-097-202-6)	2,900.00
Tenth-Year Performance Monitoring	(2018-097-202-7)	3,200.00

Total		\$19,300.00
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EXCLUSIONS:

Additional tasks may become necessary, depending on our findings. However, the following potential future tasks are not included in this Agreement: (1) additional site visits or meetings with City of Edgewood or other agencies beyond those described above, (2) tasks associated with additional rounds of review of applicant submittals, (3) tasks associated with response to agency or public comments, or public hearings, or (4) additional years of long-term monitoring beyond the those outlined above. If these or other services not specifically included in this Agreement are requested we will prepare a separate Agreement or Change Order to provide the additional services.

HABITAT TECHNOLOGIES

COMPENSATORY MITIGATION PROGRAM

New Single-Family Homesite Development

**PARCEL 0420152089
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON**

*This document incorporates revisions to address comment provided by
Washington Dept. of Ecology*

prepared for

**Mr. Patrick McCutcheon
2703 - 39th Street NW
Gig Harbor, Washington 98335**

prepared by

**HABITAT TECHNOLOGIES
P.O. Box 1088
Puyallup, Washington 98371-1088
253-845-5119**

September 8, 2020

**REVISED
AUGUST 26, 2021**

**wetlands, streams, fisheries, wildlife – mitigation and permitting solutions
P.O. Box 1088, Puyallup, Washington 98371
253-845-5119 contact@habitattechnologies.net**

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INTRODUCTION

This document details the ***Compensatory Mitigation Program*** to be implemented to address unavoidable impacts to the identified City of Edgewood Category II Wetland within **Parcel 0420152089 (project site)** as a part of the development of a new single-family homesite and associated driveway access. The project site consisted of an existing parcel of record approximately 0.78-acres in size, rectangular in shape, and located at xxx -36th Street East (part of Section 15, Township 20 North, Range 4 East, W.M.) (Figure 1). The project site had undergone prior land use manipulations and management to include forest harvest, site clearing and grading, ditching, fencing, internal access road development, development of adjacent properties, and the development of adjacent public roadways and utilities. The project site was slightly sloped from the northern boundary toward the south with a shallow, seasonally flooded depression area present throughout the majority of the southern portion of the project site and extending offsite.

Directions to Project Site: From eastbound on 24th Street East turn north onto 122nd Avenue East. Continue south on 122nd Avenue East to 36th Street East. Turn west onto 36th Street East and continue to 107xx – 36th Street East.

CRITICAL AREAS DETERMINATION

A *Critical Areas Assessment* was completed for the project site by Habitat Technologies in 2018. This assessment identified a City of Edgewood Category II Wetland dominating the majority of the project site. The standard City of Edgewood buffer for this identified wetland was identified as 140 feet in width as measured perpendicular from the wetland boundary without minimization for impacts (see *CRITICAL AREAS ASSESSMENT, (WETLAND DELINEATION, SURFACE WATER DRAINAGES, AND CRITICAL HABITATS)*, *PARCEL 0420152089*, revised November 25, 2019) and a reasonable use application.

SELECTED DEVELOPMENT ACTION

The *Selected Development Action* for the project site (Parcel 0420152089) focuses on the development of a new single-family homesite consistent with the City of Edgewood Comprehensive Plan, local zoning, and the City's *Critical Areas Ordinance*. The selected location of the new homesite would not require a direct impact to the identified regulated wetland dominating the project site. However, because the project site is fully overlain by a City of Edgewood Category II Wetland and its associated buffer, the new homesite and septic drain field are unavoidably required to encroach into the outer portion of the standard buffer for this wetland. An existing internal driveway would be utilized to connect the new homesite to existing public utilities and an adjacent public roadway.

MITIGATION SEQUENCING

1. Avoiding the impact altogether by not taking a certain action or parts of an action;

The project site is a legal parcel of record, zoned and taxed for residential development. Property taxes have consistently been paid and are current. The proposed single-family home placement and septic system would avoid direct impacts to the identified onsite Category II Wetland. However, because of the limited area of non-wetland within the parcel the new selected homesite location cannot avoid encroachment into the standard wetland buffer that overlays the entire non-wetland area onsite.

To further reduce potential project related impacts a two (2) story homesite design has been formulated to reduce the total footprint within the selected homesite area. The single-family homesite design is also consistent in the size of other recently permitted homesites within the general area. To help further avoid potential project related impacts the property owner attempted to acquire an alternate access corridor from the adjacent neighbor to avoid any wetland impacts. However, this alternative access request was denied. As such, a historic access road from 36th Street East within the western portion of the site would be upgraded to the extent necessary for safety considerations and utilized for access to the new homesite.

In the creation of a new single-family homesite the project planning teams has taken steps to avoid adverse encroachments, however, total avoidance of project related impacts is not practicable.

2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps, such as project redesign, relocation, or timing, to avoid or reduce impacts;

As noted above the proposed homesite development area has been limited to the northwestern portion of the project site by the character and size of the wetland dominating the project site. The footprint of the new homesite has been reduced through the design of a two (2) story structure, the creation of limited associated managed yard area, and the creation of an onsite septic drainfield system at the size required for public health and safety. Utilizing the existing internal access road corridor also reduces the potential impacts to the onsite wetland to the greatest extent practicable while still meeting public safety considerations and City standards.

While present homesite development planning has focused on potential project impact avoidance and impact minimization as much as practicable, a *Compensatory Mitigation Program* outlined below would also be implemented to ensure “not net loss” of wetland functions and values, or adverse impacts to the associated onsite flood plain.

3. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;

As outlined below a *Compensatory Mitigation Program* would be implemented to address the unavoidable project related impacts to the onsite wetland and flood plain. These actions include the creation of additional onsite wetland/flood plain area, the restoration of the existing wetland, and the restoration of the retained buffer.

The onsite wetland buffer is dominated by Himalayan blackberry (*Rubus armeniacus*) and English ivy (*Hedera helix*) - both invasive non-native species. The reduction of the wetland buffer for the development of the single-family home would incorporate a buffer establishment plan to restore and enhance the retained onsite buffer areas. In addition, habitat features, trees, and shrubs would be planted in the wetland.

4. Reducing or eliminating the impact over time by preservation and maintenance operations;

Unavoidable project related impacts associated with the upgrading of the existing internal access drive would be mitigated within the project site. The proposed *Compensatory Mitigation Program* would increase plant diversity, habitat features, and vegetation complexity within the onsite wetland through the removal of invasive shrubs and the planting of desirable native species. The *Compensatory Mitigation Program* would also create approximately 1,774 square feet of additional onsite wetland. This created wetland area would also be planted with a variety of native species to support onsite wildlife habitats and protect local water quality.

Unavoidable project related impacts associated with the reduction of the onsite wetland buffer area for the development of the single-family home would be mitigated through the enhancement of the established/retained buffer, the placement of habitat features within the existing wetland, and enhancement planting in the wetland. In addition, the established buffer would be fenced to provide a visual and physical barrier between the homesite area and the established onsite wetland buffer. Monitoring and maintenance of the established buffer area would be conducted for a minimum of five (5) years and potentially extended to a total of 10 years at the direction of the Washington Dept. of Ecology (WDOE).

5. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and

Unavoidable project related impacts to the onsite wetland and flood plain would be mitigated through the creation of additional onsite wetland and floodplain area at greater than a 1.0 to 1.0 ratio (created to impacted). Additional measures include the placement of habitat features and enhancement plantings in the retained wetland.

Unavoidable project related buffer impacts associated with the development of the single-family homesite would be compensated for by the removal of invasive species and existing debris within the established/retained buffer, and the planting of desirable native species common to the local area.

6. Monitoring the impact and the compensation project and taking appropriate corrective measures.

The *Compensatory Mitigation Program* would be monitored to document the success of the selected mitigation actions as directed by the WDOE for a period of **ten-year** following the acceptance of the *Implementation Report* by the City and WDOE. However, WDOE allows for possible reduction of the ten-year monitoring program (early closeout) **if** the mitigation site is meeting the 10-year performance criteria earlier than expected as documented within the monitoring program for a least a minimum of five (5) years following the acceptance of the *Implementation Report*. Routine maintenance actions would also be performed during the monitoring program period to remove invasive species and ensure the establishment of viable native plant communities.

ANALYSIS OF THE COMPENSATORY MITIGATION PROGRAM

The onsite wetland is surrounded by development to included 36th Street East immediately to the south, 108th Avenue East immediately to the east, and single-family developments with managed lawns to the west and north. Additionally, a gravel driveway bisects the wetland directly to the east of the project site for access to the single-family homesites located to the north. As such, the majority of the standard 140-foot buffer area associated with the onsite Category II Wetland does not provide viable support for the functions and values of the onsite wetland.

Wetland creation, wetland enhancement, and buffer enhancement is proposed to compensate for the identified unavoidable wetland and onsite buffer impacts associated with the access drive and the placement of a new single-family homesite. The onsite buffer areas are dominated by Himalayan blackberries (*Rubus armeniacus*) and ivy (*Hedera helix*) – both non-native invasive plant species. The onsite wetland is dominated by Douglas spiraea (*Spiraea douglasii*).

The mitigation proposed for the project site includes the removal of invasive species, the removal of existing debris, the creation of onsite wetland at greater than a 1.0 to 1.0 replacement ratio (creation to impacted), the enhancement of the existing wetland plant community at greater than a 12.0 to 1.0, and the installation of habitat features to increase habitat complexity. This compensatory mitigation action would be completed before or as a part of the initial development of the proposed new homesite.

As outlined in Appendix A, the basic mitigation credits for the onsite wetland and buffer is calculated at 1.21 acre-points (Debit). The calculated total functional score for the proposed *Compensatory Mitigation Program* would achieve a score of 0.74 acre-points (Credit). Although the debit credit worksheet falls short in the hydrologic section, the compensatory flood storage provides greater than 1:1 ratio of new storage to area lost for the unavoidable access drive improvements. Additionally, a flat culvert would be placed at the low point of the existing driveway to maintain a balanced and free hydrologic connection on either side of the access drive.

The *Compensatory Mitigation Program* provides a positive lift in habitat functions and values within the Credit/Debit worksheet.

COMPENSATORY MITIGATION FOR UNAVOIDABLE IMPACTS

As outlined by the City of Edgewood compensatory mitigation is required for all unavoidable alterations to wetlands or their buffers, except for buffer averaging when done in accordance with EMC Chapter 14. Compensatory mitigation actions would replace environmental functions affected by the unavoidable alterations and would provide equal or greater functions compared to the impacted wetland or buffer. As defined by the City all proposed projects must first demonstrate compliance with EMC 14.10.070(B) prior to development of compensatory mitigation plans.

The unavoidable filling of a limited area of Wetland A associated with the upgrading of the existing internal access road would result in a total wetland impact of 1,642 square feet. Wetland A has been verified by the Seattle District, U.S. Army Corps of Engineers and the City of Edgewood as located within an isolated depression. Wetland A and its associated standard City of Edgewood buffer is dominated by a monotypic stand of trees (Quaking aspen) and shrubs (Douglas spiraea). The associated buffer has been impacted by prior land use actions generally associated with single-family homesite developments within adjacent parcels, and the development of adjacent public roadways and public utilities. Compensatory mitigation for project related unavoidable impact to Wetland A would be provided onsite through the creation of additional wetland area immediately adjacent to a retained Wetland A at a ratio of greater than 1.0 to 1.0 (created to impacted). The retained wetland, newly created wetland area, and established/retained buffer area would be cleared of debris, planted with a variety of native plant species, and be enhanced through the placement of habitat features to restore environmental functions impacted by prior land use actions. Additional compensatory actions include the placement of a perimeter fence to limit human intrusions into the retained wetland and buffers areas along with informational buffer signs (Appendix B).

- **Mitigation Overview**

MITIGATION ACTIONS	MITIGATION PROVIDED
Unavoidable Wetland Impact = 1,642sqft	1,774sqft created wetland and floodplain
Established Buffer Enhancement	2,517sqft
Existing Wetland Enhancement	20,909 sqft

MITIGATION BENEFITS

The primary elements of the *Compensatory Mitigation Program* include the creation of wetland/floodplain to compensate for the unavoidable loss of flood storage and wetland area associated with the improvements to the existing internal access drive. Additionally, the presently degraded wetland and wetland buffer areas would be restored and enhanced. Both the onsite wetland (existing and created) and the established protective buffer would be restored and enhanced through the removal of debris; the planting of a variety of native trees, shrubs, and emergent; the removal and control of the existing invasive species - Himalayan blackberry and ivy; the placement of habitat features; and the placement of boundary fence with standard buffer boundary signs.

The proposed mitigation actions would restore viable plant communities (wetland and buffer). The enhanced structure and plant diversity would also provide greater nesting, cover, perching, and foraging opportunities for local wildlife. The overall mitigation area (wetland and buffer) would also be placed within a protective tract or defined by easement for long-term protection.

DESCRIPTION OF THE COMPENSATORY MITIGATION PROGRAM

1. A compensatory wetland/flood storage area equal to 1,774 square feet in size would be created adjacent to the northeaster edge of existing onsite Wetland A. The creation would be accomplished through the removal of existing buffer area soils to a depth of approximately 12-inches below the adjacent retained wetland area and the subsequent placement of approximately 12-inches of highly organic topsoil (minimum 30% composted organic) within the excavated area at an elevation equal to the existing retained wetland.
2. During the creation of the new wetland area the existing reed canarygrass, ivy, and blackberries within the entire mitigation area would be removed. As much as

possible, the cut vegetation and rootballs would be removed from the project site and disposed in an approved offsite location. Removal would also not adversely impact existing wetland soils.

3. The created wetland/flood storage area and the established/enhanced buffer areas would be planted with a variety of native trees, shrubs, and emergents common to the local area and selected to provide enhanced biological and physical wetland and buffer functions (Appendix C). A minimum 2-inch layer of composted organic material would be placed around each installed tree and shrub.
4. A minimum of four (4) habitat features (standing snags/downed logs) would be installed within the existing wetland. Following the installation of these habitat features the existing wetland would be enhanced through the planting of native trees and shrubs.
5. Placement of a level culvert (minimum 12 inch diameter) within the low point of the existing access driveway to ensure the continuation of the movement of seasonal hydrology from one side to the other.
6. Following the placement of composted organic material the seeding of the exposed areas would be completed. Red fescue (*Festuca rubra*) would be utilized for all exposed surfaces.
7. Temporary and long-term erosion control measures would be implemented. These measures include the use of Best Management Practices during initial actions and as a part of the maintenance program.
8. The outer boundary of the established buffer would be fenced and posted within the northern portion of the project site between the established wetland/buffer area and the established homesite to clearly define the compensatory mitigation area and help to reduce the potential for human intrusion.
9. A minimum of four (4) monitoring plots would be established within the compensatory mitigation area (2 in the created wetland and 2 in the buffer between the wetland and the homesite). Each monitoring plot would be posted and be defined as a 10-foot radius circle around the numbered post. All installed plants within each plot would be documented for use during the accompanying monitoring program and to define the performance criteria.
10. A shallow groundwater monitoring tube would be installed within each of the two (2) created wetland monitoring plots. Each tube would be installed to a minimum depth of 15 inches, sealed, and capped consistent with WDOE guidance.
11. **All onsite activities would be completed at the technical direction of the onsite biologist.**

12. Upon the completion of initial compensatory mitigation actions an *Implementation Report* would be prepared and submitted to the City of Edgewood and WDOE. The *Implementation Report* would include a description of who completed the onsite compensatory actions, a description of the scope of work completed, a description of work specifications, photo documentation of the actions taken, initial plant documentation at each established monitoring plot, and a detailed timeline of completed actions. The *Implementation Report* would also include an initial project evaluation prepared by the project biologist.
13. Following the acceptance of the *Implementation Report* by the City of Edgewood and WDOE the *Compensatory Mitigation Program* would be monitored to document the success of the selected mitigation actions as directed by the WDOE for a period of **ten-year** following the acceptance of the *Implementation Report* by the City and WDOE. However, WDOE allows for possible reduction of the ten-year monitoring program (early closeout) **if** the mitigation site is meeting the 10-year performance criteria earlier than expected as documented within the monitoring program for a least a minimum of five (5) years following the acceptance of the *Implementation Report*. Consistent with the WDOE mitigation monitoring guidance a delineation of the established wetland boundary would be completed as a part of the mitigation program closeout and final acceptance.
14. A series of financial guarantees would be established to assure that the proposed implementation has been completed and the overall *Compensatory Mitigation Program* meets the established performance criteria.
15. Site development would utilize homesite construction and designs to minimize potential impacts to the established onsite buffer area. Such designs include directional lighting away from the buffer area, a buffer plant community to provide screening between the homesite area and the wetlands, and onsite water quality protections.

GOAL OF THE COMPENSATORY MITIGATION PROGRAM

The **GOAL** of the *Compensatory Mitigation Program* is to ensure that the proposed site development actions do not result in a “net loss” of wetland and floodplain area physical and biological functions and values. This program would also re-establish a viable plant community composed of native trees and shrubs within areas impacted by prior land use actions.

- **Wetland Hydrology Establishment**

Objective A. The created compensatory wetland area would total 1,774 square feet, would be adjacent to the retained Wetland A, and exhibit hydrology patterns consistent with the *Corps of Engineers Wetland Delineation Manual* (United States Army Corps of Engineers, 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (United States Army Corps of Engineers, 2010).

Performance Criterion #A1: 1,774 square feet of created compensatory mitigation wetland area would exhibit a water regime that meets the wetland hydrology criteria established in the 1987 Corps Manual and the 2010 Supplement. The created compensatory mitigation wetland area would exhibit soil saturation, or a water table present within 12-inches of the soil surface for at least 30 consecutive days during the growing season in years when rainfall meets or exceeds the 30-year precipitation average.

- **Created Wetland Plant Community Establishment**

Objective B. The created compensatory mitigation wetland area would exhibit a scrub/shrub and sapling tree vegetation class within ten years following initial planting. **IF** the mitigation site is meeting the 10-year performance criteria earlier than expected the monitoring program may be closed before the ten-year period by WDOE and the City of Edgewood.

Performance Criterion #B1: As defined by monitoring 90% of the trees and shrubs initially planted within the created compensatory wetland would exhibit survival through the end of the first growing season following initial planting.

Performance Criterion #B2: As defined by monitoring 80% of the trees and shrubs initially planted within the created compensatory wetland would exhibit survival through the end of the second growing season following initial planting.

Performance Criterion #B3: As defined by monitoring within the created wetland the sapling tree/shrub plant community would exhibit the following minimum aerial coverage during the fall monitoring periods following initial planting. For purposes of the aerial coverage determination the plant community aerial coverage would include both planted and desirable volunteer species.

MONITORING YEAR	MINIMUM AERIAL COVERAGE
End of monitoring year one	15%
End of monitoring year two	20%
End of monitoring year three	30%
End of monitoring year five	40%
End of monitoring year seven	60%
End of monitoring year ten	80%

Performance Criterion #B4: As defined by monitoring within the created wetland a minimum of five (5) species of native shrubs and trees (combined count) would be present at the end of each monitoring year.

- **Enhanced Existing Wetland Plant Community Establishment**

Objective C. The enhanced existing wetland area would exhibit a scrub/shrub and sapling tree vegetation class within ten years following initial planting. **IF** the mitigation site is meeting the 10-year performance criteria earlier than expected the monitoring program may be closed before the ten-year period by WDOE and the City of Edgewood.

Performance Criterion #C1: As defined by monitoring 90% of the trees and shrubs initially planted within the enhanced existing wetland would exhibit survival through the end of the first growing season following initial planting.

Performance Criterion #C2: As defined by monitoring 80% of the trees and shrubs initially planted within the enhanced existing wetland would exhibit survival through the end of the second growing season following initial planting.

Performance Criterion #C3: As defined by monitoring within the enhanced existing wetland the scrub/shrub and sapling vegetation class would exhibit the following minimum aerial coverage during the fall monitoring periods within ten years following initial planting. For purposes of the aerial coverage determination the scrub/shrub and sapling vegetation class would include both planted and desirable volunteer species.

MONITORING YEAR	MINIMUM AERIAL COVERAGE
End of monitoring year one	15%
End of monitoring year two	20%
End of monitoring year three	20%
End of monitoring year five	30%
End of monitoring year seven	60%
End of monitoring year ten	80%

Performance Criterion #C4: As defined by monitoring within the enhanced existing wetland a minimum of five (5) species of native shrubs and trees (combined count) would be present at the end of monitoring years five, seven, and ten.

- **Enhanced Buffer Plant Community Establishment**

Objective D. The enhanced established buffer would exhibit a scrub/shrub and sapling tree vegetation class within ten years following initial planting.

Performance Criterion #D1: As defined by monitoring 90% of the trees and shrubs initially planted within the enhanced established buffer would exhibit survival through the end of the first growing season following initial planting.

Performance Criterion #D2: As defined by monitoring 80% of the trees and shrubs initially planted within the enhanced established buffer would exhibit survival through the end of the second growing season following initial planting.

Performance Criterion #D3: As defined by monitoring within the enhanced established buffer the scrub/shrub and sapling vegetation class would exhibit the following minimum aerial coverage during the fall monitoring periods within five years following initial planting. For purposes of the aerial coverage determination the scrub/shrub and sapling vegetation class would include both planted and desirable volunteer species.

MONITORING YEAR	MINIMUM AERIAL COVERAGE
End of monitoring year one	5%
End of monitoring year two	10%
End of monitoring year three	20%
End of monitoring year five	30%
End of monitoring year seven	60%
End of monitoring year ten	80%

Performance Criterion #D4: As defined by monitoring within the enhanced established buffer a minimum of five (5) species of native shrubs and trees (combined count) would be present at the end of monitoring year.

- **Invasive Species Management**

Performance Criterion #E1: As defined by onsite monitoring within the created wetland areas invasive species would not exceed 10% aerial coverage at the end of the first, second, third, fifth, seventh, or tenth growing seasons following initial planting. Invasive species include reed canarygrass, ivy,

Canadian thistle, Himalayan blackberry, and other species listed by the State of Washington as invasive.

Performance Criterion #E2: As defined by onsite monitoring within the enhanced buffer invasive species would not exceed 10% aerial coverage at the end of the first, second, third, fifth, seventh, and tenth growing seasons following initial planting. Invasive species include reed canarygrass, ivy, Canadian thistle, Himalayan blackberry, Scots broom, and other species listed by the State of Washington as invasive.

Performance Criterion #E3: As defined by onsite monitoring throughout the entire mitigation area, knotweed (*Polygonum* spp.) would not be present at any time during the monitoring period.

SELECTED PLANT COMMUNITIES

The plants selected for placement within the created wetland and the enhanced established buffer would be obtained as nursery stock. These selected species are native and commonly occur in the local area. The plant species prescribed are also selected to increase plant diversity, match present offsite communities, increase wildlife habitats, and enhance the aquatic environment. Many of the selected species can be somewhat sensitive to direct sunlight upon initial removal from the nursery and installation within the buffer area. Special care would be undertaken by the planting contractor during installation to utilize existing shading and to ensure that plants are handled and installed with some care. Adequate irrigation would also be provided at the time of installation.

NUMBER	COMMON NAME (ID) - SCIENTIFIC NAME	SIZE
15	Oregon ash (FRL) - <i>Fraxinus latifolia</i>	2 gallon
5	Sitka spruce (PIS) - <i>Picea sitchensis</i>	2 gallon
14	Pacific willow (SAL) - <i>Salix lasiandra</i>	2 gallon
6	Western crabapple (PYF) - <i>Pyrus fusca</i>	2 gallon
10	Western red cedar (THP) - <i>Thuja plicata</i>	2 gallon
4	Bitter cherry (PRE) - <i>Prunus emarginata</i>	2 gallon
6	Douglas fir (PSM) - <i>Pseudotsuga menziesii</i>	2 gallon
6	Western hawthorne (CRD) - <i>Crataegus douglasii</i>	2 gallon
6	Big leaf maple (ACM) - <i>Acer macrophyllum</i>	2 gallon
52	TOTAL TREES	

NUMBER	COMMON NAME (ID) - SCIENTIFIC NAME	SIZE
10	Twinberry (LOI) - <i>Lonicera involucrata</i>	1 gallon
10	Nootka rose (RON) - <i>Rosa nutkana</i>	1 gallon
10	Sitka willow (SAS) - <i>Salix sitchensis</i>	1 gallon
20	Red-osier dogwood (COS) - <i>Cornus stolonifera</i>	1 gallon

10	Vine maple (ACC) - <i>Acer circinatum</i>	1 gallon
10	Pacific ninebark (PHC) - <i>Physocarpus capitatus</i>	1 gallon
10	Hazelnut (COC) - <i>Cornus stolonifera</i>	1 gallon
10	Tall Oregon grape (BEA) - <i>Berberis aquifolium</i>	1 gallon
13	Snowberry (SYA) - <i>Symphoricarpus albus</i>	1 gallon
10	Oceanspray (HOD) - <i>Holodiscus discolor</i>	1 gallon
10	Red flowering currant (RIS) - <i>Ribes sanguineum</i>	1 gallon
13	Wild rose (ROG) - <i>Rosa gymnocarpa</i>	1 gallon
126	TOTAL SHRUBS	

NUMBER	COMMON NAME (ID) - SCIENTIFIC NAME	SIZE
50	Slough sedge (CAO) - <i>Carex obnupta</i>	plug
50	Small fruiting bulrush (SCM) - <i>Scirpus microcarpus</i>	plug
100	TOTAL EMERGENTS	

NUMBER	COMMON NAME (ID) - SCIENTIFIC NAME	SIZE
50	Red-osier dogwood (COS) - <i>Cornus stolonifera</i>	stake
50	Pacific willow (SAL) - <i>Salix lasiandra</i>	stake
100	TOTAL LIVE STAKES	

SEEDING FOR EXPOSED AREAS

Seeding of all exposed surfaces within the created wetland and enhanced buffer areas would be completed within two weeks following the completion of the planting actions.

common name	scientific name	percent by weight
Creeping red fescue	<i>Festuca rubra</i>	100%

(apply at the rate of 120 pounds per acre)

IMPLEMENTATION INSPECTION

Essential to the success of the *Compensatory Mitigation Program* is the accurate inspection of onsite activities immediately prior to and during the initial invasive control, habitat feature placements, and planting phase. These activities include pre-implementation site inspection, onsite inspection and technical direction during invasive species removal and planting activities, and post-planting site inspection and evaluation. The project biologist would complete onsite inspections, verify, and approve the following project tasks (at a minimum):

1. Marking of work areas and access corridors.
2. Marking of desirable plants to be retained.
3. Removal of invasive species and existing garbage.

4. Nursery stock acceptance.
5. Modification of plant species and sizes if required.
6. The character and placement of habitat features.
7. Installation of the irrigation system.
8. Installation of buffer boundary signs.

The pre-implementation site inspection allows the project team and the project biologist to evaluate and, if necessary, adjust the onsite implementation steps. These steps include analysis of project site elevation features, project sequencing and timing, final grade analysis, unforeseen required minor modifications to the original establishment plan, and the establishment of environmental protections (silt fences, etc.) required during planting. Onsite technical inspection during implementation and planting activities would be implemented by the project biologist. The project biologist would perform implementation oversight and address minor unforeseen implementation difficulties to assure that the goal of the mitigation program is met. The project biologist would be responsible for ensuring that the species and sizes of native plants selected and noted within the planting plan are utilized during implementation. If selected native species become unavailable, the project biologist would approve, based on City and WDOE standards, substitute plant species to assure that the goal of the mitigation program is met.

Following the completion of onsite planting activities an *Implementation Report* plan would be prepared and submitted to the City of Edgewood and WDOE. The *Implementation Report* would include a description of who completed the onsite compensatory actions, a description of the scope of work completed, a description of work specifications, photo documentation of the actions taken, initial plant documentation at each established monitoring plot, and a detailed timeline of completed actions. The *Implementation Report* would also include a project evaluation prepared by the project biologist.

IMPLEMENTATION SCHEDULE

PROJECT TASK	TASK SCHEDULE
Onsite pre-implementation meeting	Completed by August 1, 202x
Placement of protective fencing. Final marking and identification of work area and access corridors.	Completed by August 5, 202x
Removal of invasive plants and discing of compacted areas. Excavation of created wetland area and placement of highly organic topsoil.	Completed by August 15, 202x
City of Edgewood/WDOE staff review of the planting areas.	Completed by September 15, 202x
Planting of compensatory mitigation area and installation of protective biodegradable matting and mulch to limit the establishment of reed canarygrass.	Completed by October 15, 202x
<i>Implementation Report</i> to City and WDOE.	Completed by November 5, 202x

Year 202x represents the completion of the *Implementation Report*.

PROJECT MONITORING

Following the successful implementation of the mitigation program and the acceptance of the *Implementation Report* by the City of Edgewood and WDOE a **ten-year** monitoring and maintenance program would be undertaken. However, WDOE allows for possible reduction of the ten-year monitoring program (early closeout) **if** the mitigation site is meeting the 10-year performance criteria earlier than expected as documented within the monitoring program for a least a minimum of five (5) years following the acceptance of the *Implementation Report*. The purpose of this monitoring program is to ensure the success of the *Compensatory Mitigation Program* as measured by an established set of performance criteria.

STANDARDS OF SUCCESS

A minimum of four (4) 10-foot radius sample plots would be established within the mitigation area (two (2) in the created wetland and two (2) in the adjacent restored buffer). The evaluation of the success of the *Compensatory Mitigation Program* would be based on the defined performance criteria. The defined performance criteria would be applied at the times of yearly monitoring. Sample locations would be shown on the *Implementation Report* graphic and would correspond to identified photopoints.

- **Plant Community Monitoring**

1. As a part of monitoring years one and two the project biologist would count the number of live plants which were planted within the identified monitoring plots. Plants would be identified to species and observations of general plant condition (i.e., plant health, amount of new growth) would be recorded.
2. During each monitoring period and at each identified sample plot the project biologist would determine percent coverage of vegetation for emergent species and for the scrub/shrub and sapling tree species. The project biologist would also document species richness within each sample plot.
3. At identified sample plots the project biologist would count the number - and tag for removal - undesirable invasive species and estimate the aerial coverage (as if the observer were looking straight down from above) of these invasive species.
4. As a part of monitoring years one and two the project biologist would count the number of desirable "volunteer" plants and estimate the aerial coverage of these plants.
5. The project biologist would take photographs that show the mitigation areas. During the monitoring period photos would be taken in the same direction and at the same

location to provide a series of photos. These photos would show plant growth, plant species, and plant coverage.

6. Upon the completion of each monitoring period as noted below the project biologist would prepare a report defining methods, observations, and results along with the date the observations were completed. Each report would be provided to the City of Edgewood and WDOE.

- **Hydrology Monitoring**

1. A shallow groundwater monitoring tube would be placed within each of the two (2) established monitoring plots within the created wetland area. Each tube would be installed to a minimum depth of 30 inches, sealed, and capped consistent with WDOE guidance.
2. As a part of monitoring years one, two, and three the project biologist would document the level of free water within each monitoring tube a minimum of once a week from the middle of February through the middle of May. If required, the monitoring would be extended.
3. Annual monitoring data would be reported as a part of the annual reports. Hydrology monitoring may be extended if required to ensure the success of the overall mitigation program.

- **Plant Community and Hydrology Monitoring Schedule**

MONITORING YEAR	HYDROLOGY MONITORING	PLANT COMMUNITY MONITORING	MONITORING REPORT
YEAR-1	Once a week from mid-Feb through mid-May 201x+1	On or about April 15, 202x+1	
		On or about Sept. 15, 202x+1	Report due Oct. 7, 202x+1
YEAR-2	Once a week from mid-Feb through mid-May 201x+2	On or about April 15, 202x+2	
		On or about Sept. 15, 202x+2	Report due Oct. 7, 202x+2
YEAR-3	Once a week from mid-Feb through mid-May 201x+3	On or about Sept. 15, 202x+3	Report due Oct. 7, 202x+3
YEAR-5		On or about Sept. 15, 202x+5	report due Oct. 7, 202x+5
YEAR-7		On or about Sept. 15, 202x+7	report due Oct. 7, 202x+7
YEAR-10		On or about Sept. 15, 202x+10	report due Oct. 7, 202x+10

Year 202x represents year of implementation

VEGETATION MAINTENANCE PLAN

Maintenance of the compensatory mitigation area plant community may be required. Such maintenance would be identified during the monitoring period and would be undertaken at the direction of the project biologist. The overall objective is to establish undisturbed wetland and buffer plant communities that do not require maintenance. Activities may include, but are not limited to, the removal of invasive non-native vegetation and the irrigation of selected areas. Established maintenance activities also include the removal of any wind-blown debris within the mitigation area.

REMOVAL OF INVASIVE NON-NATIVE VEGETATION

As a contingency, should the removal of invasive non-native species become necessary, the project proponent would contact the City of Edgewood and WDOE to establish and define specific actions to be taken. Resultant contingency plan activities would be implemented when the ongoing vegetation monitoring program indicates that invasive shrubs are becoming dominant in the onsite plant community (i.e. invasive species greater than 10% aerial coverage or any presence of knotweed).

The following invasive vegetation removal program would be implemented to ensure the establishment of desirable plant communities. At the direction of the project biologist additional removal actions (if required) would also be undertaken to ensure the establishment of desirable plant communities. The project proponent would not be responsible for replacement of plants that may be removed or damaged by vandalism.

MONITORING YEAR	FIRST REMOVAL ACTION	SECOND REMOVAL ACTION	THIRD REMOVAL ACTION
YEAR-1	On or about April 15, 202x+1	on or about June 1, 202x+1	on or about August 30, 202x+1
YEAR-2	On or about April 15, 202x+2	on or about June 1, 202x+2	on or about August 30, 202x+2
YEAR-3	On or about April 15, 201x+3	on or about June 1, 202x+3	on or about August 30, 202x+3
YEAR-5		on or about June 1, 202x+5	on or about August 30, 202x+5

Year 201x represents year of implementation

CONTINGENCY PLAN

As a contingency, should the proposed mitigation program fail to meet the performance criteria, the project proponent would undertake required remedial actions. Where plant survival is the failing component, the project proponent would replant and ensure the success of the supplemental planting which would be held to the same standard of

success as measured by performance criteria and monitoring processes. Where non-native, invasive shrubs exceed 10% aerial coverage the project proponent would undertake removal actions. Such removal actions would be completed using hand tools or pulling the plants by hand to remove the invasive vegetation without disrupting the soil profile. All cut or pulled vegetation would be removed from the mitigation area and disposed in an approved location. Herbicides would only be used following approval by the City of Edgewood or WDOE. If used, all herbicide application would be completed by a licensed professional.

Should additional remedial actions be required, the project proponent would meet with the City of Edgewood and WDOE to establish and define actions to be taken to meet the desired goal of this *Compensatory Mitigation Program*.

TEMPORARY IRRIGATION

The project proponent would ensure that a minimum of **one (1) inch of water is supplied each week** to the mitigation area between May 1 and October 15 for a least the first two years following initial planting. The calculated amount of required water would include both natural rainfall and temporary irrigation. The need for additional years of irrigation would be determined based on site conditions and overall plant survival. The amount of water supplied to the mitigation area would be increased if onsite monitoring defines such a need.

Irrigation would be provided via a temporary system placed on the ground surface within the buffer and created wetland area or with optional hand watering. The system would allow for a minimum of 10% overlap of coverage between sprinklers and the sprinklers would be a minimum of four (4) feet above ground. The project team would employ a landscape contractor to install, operate, and maintain the irrigation system. All actions would also be monitored onsite by the project biologist.

PLANTING NOTES

All plant materials utilized within the mitigation area would be native to the Puget Sound Region. The onsite biologist would inspect plant materials to assure the appropriate plant schedule and plant characteristics are met. The project proponent would warrant that all plants would remain alive and healthy for a period of one year following completion of planting activities. The project proponent would replace all dead and unhealthy plants with plants of the same specifications and selected to match identified hydrology patterns.

FINANCIAL GUARANTEE

The project proponent would provide the City of Edgewood a financial guarantee defined in two parts. Part One (Implementation Guarantee) would be associated with the initial implementation elements of the buffer program. Part Two (Performance Guarantee) would be associated with the maintenance and monitoring elements of the proposed buffer program. These guarantees would be held by the City of Edgewood and be equal to 125% of the actual estimated costs for identified activities. This increased percentage would allow for adequate funds to be available as a contingency should actions be required to meet the goals of these plans. The Implementation Guarantee would be deemed to be released by the City of Edgewood upon the successful completion of the initial onsite compensation elements and the acceptance of the *Implementation Report* by the City of Edgewood and WDOE. The Performance Guarantee would be deemed to be released upon meeting the established performance criteria and acceptance by the City of Edgewood and WDOE of the required annual reporting documents. If applicable, equivalent portions of the Performance Guarantee would be released by the City of Edgewood after each monitoring period.

Implementation Guarantee	
TASK	ASSOCIATED COST
Mowing and removal of invasive vegetation, decompaction of soils, and removal of debris. (8 hrs machine and 2-person crew at \$150/hr.)	\$ 1,200.00
Silt fencing and installation (appro. 200 linear feet x \$5/ft)	\$ 1,000.00
Excavation of created wetland area and placement of highly organic topsoil	\$ 2,000.00
Imported compost mulch for planting (4 cy)	\$ 250.00
Habitat features and installation (minimum 4 at \$150/each)	\$ 600.00
72 2-gallon trees with installation (\$25.00/each)	\$ 1,800.00
130 1-gallon shrubs with installation (\$12.50/each)	\$ 1,625.00
100 emergent plants with installation (\$1.50/each)	\$ 150.00
100 Live stakes with installation (\$1.50/each)	\$ 150.00
Seeding of exposed areas with red fescue (120 pounds per acre)	\$150.00
Onsite biologist technical oversight (12 hours at \$120/hr)	\$ 1,440.00
Installation of a temporary irrigation system	\$ 800.00
Establishment of monitoring plots and production of <i>Implementation Report</i> (8 hrs at \$120/hr).	\$ 960.00
SUB-TOTAL	\$12,125.00
Required 25% contingency	\$3,031.25
IMPLEMENTATION GUARANTEE TOTAL	\$15,156.25

Performance Guarantee

TASK	ASSOCIATED COST
Year-One onsite monitoring with expenses Two times for plants (6 hrs at \$120/hr) Hydrology monitoring Annual report with photos (3 hrs at \$120/hr)	\$ 2,575.00
Year-Two onsite monitoring with expenses Two times for plants (6 hrs at \$120/hr) Hydrology monitoring Annual report with photos (3 hrs at \$120/hr)	\$ 2,570.00
Year-Three onsite monitoring with expenses One time for plants (3 hrs at \$120/hr) Hydrology monitoring Annual report with photos (3 hrs at \$120/hr)	\$ 2,500.00
Year-Five onsite monitoring with expenses One time for plants (3 hrs at \$120/hr) Annual report with photos (4 hrs at \$120/hr)	\$ 1,550.00
Temporary Irrigation Program One inch of water per week between June 1 st and October 15 th for years one and two.	\$ 200.00
Invasive Vegetation Removal Three times (early April, mid-June, August) for years one, two, and three (each at 5 hrs, 2-person crew at \$50/hr.)	\$ 2,50.00
SUB-TOTAL	\$9,447.00
Required 25% contingency	\$ 2,361.75
PERFORMANCE GUARANTEE TOTAL	\$ 11,808.75

STANDARD OF CARE

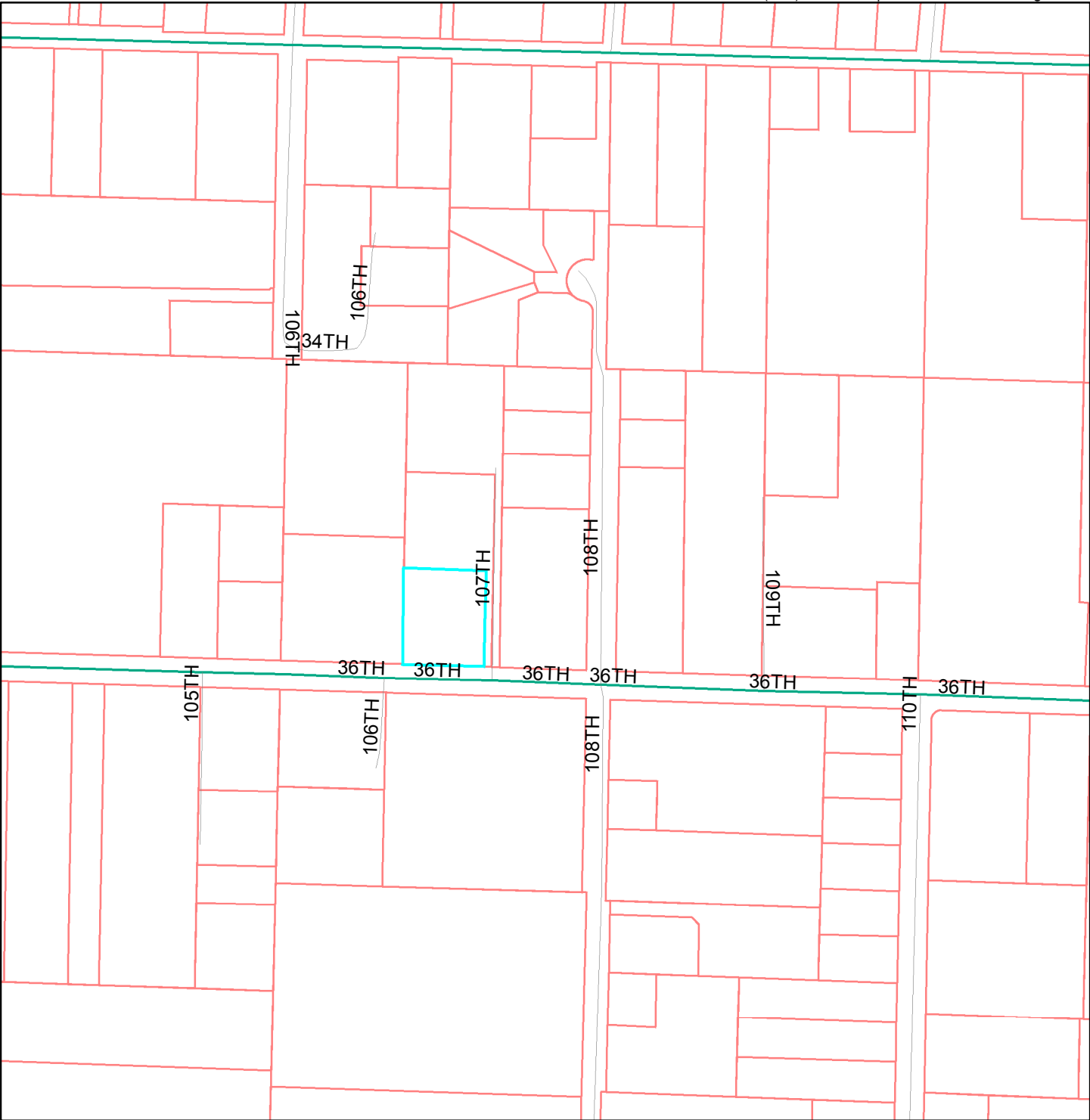
This document has been completed by Habitat Technologies for use by **Patrick McCutcheon**. Prior to extensive site planning this mitigation program should be reviewed and approved by the City of Edgewood and WDOE. Habitat Technologies has provided professional services that are in accordance with the degree of care and skill generally accepted in the nature of the work accomplished. No other warranties are expressed or implied. Habitat Technologies is not responsible for design costs incurred before this document is approved by the appropriate resource and permitting agencies.

Bryan W. Peck
Bryan W. Peck
Senior Wetland Biologist

Thomas D. Deming
Thomas D. Deming, SPWS
Habitat Technologies

FIGURES

Figure 1 Site Vicinity

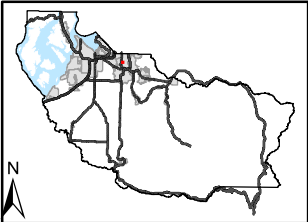


Legend

- Roads**

 - Arterial
 - Residential
- Tax Parcels**

 - Base Parcel



1 in = 300 ft

0 80 160 320 Feet

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

APPENDIX A – CREDIT/DEBIT WORKSHEET

Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Washington

Debit Worksheet (corrected 2/20/18)

Project

Mitigation Project is: Advanced

Concurrent: ☒

Delayed:

Only fill in boxes that are highlighted. Use Temporal Loss Factors from the table below (Appendix E).

Input Ratings for Functions from Scoring Sheet

	Wetland Unit Altered (#1) Improving Water Quality Hydrologic Habitat			Wetland Unit Altered (#2) Improving Water Quality Hydrologic Habitat			Wetland Unit Altered (#3) Improving Water Quality Hydrologic Habitat		
Site Potential (H,M,L)	M	M	M						
Landscape Potential (H,M,L)	H	H	M						
Value (H,M,L)	H	H	L						
Score for Wetland Unit	8	8	5	3	3	3	3	3	3
Acres of non-forested areas impacted	0.038								
Basic mitigation requirement (BMR)	0.304	0.304	0.19	0	0	0	0	0	0
Temporal loss factor (see below)	1.5								
DEBITS	0.456	0.456	0.285	0	0	0	0	0	0
Acres of Deciduous forest impacted									
Basic mitigation requirement (BMR)	0	0	0	0	0	0	0	0	0
Temporal loss factor									
DEBITS	0	0	0	0	0	0	0	0	0
Acres of Evergreen Forest impacted									
Basic mitigation requirement (BMR)	0	0	0	0	0	0	0	0	0
Temporal loss factor (see below)									
DEBITS	0	0	0	0	0	0	0	0	0
Acres of Cat. 1 Deciduous forest									
Basic mitigation requirement (BMR)	0	0	0	0	0	0	0	0	0
Temporal loss factor (see below)									
DEBITS	0	0	0	0	0	0	0	0	0
Acres of Cat. 1 Evergreen forest									

Basic mitigation requirement (BMR)

Temporal loss factor (see below)

DEBITS

TOTALS

Function

Acre-points

Total Debits by Function

Acre-points

	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
	Wetland Unit Altered (#1)			Wetland Unit Altered (#2)			Wetland Unit Altered (#3)		
Improving				Improving			Improving		
Water				Water			Water		
Quality				Quality			Quality		
	Hydrologic	Habitat		Hydrologic	Habitat		Hydrologic	Habitat	
	0.456	0.456	0.285	0	0	0	0	0	0

Improving		
Water		
Quality		
	Hydrologic	Habitat
	0.456	0.285

Timing of Mitigation	Temporal Loss Factor
Advance – At least two years has passed since plantings were completed or one year since “as-built” plans were submitted to regulatory agencies.	1.25
Concurrent – Physical alterations at mitigation site are completed within a year of the impacts, but planting may be delayed by up to 2 years if needed to optimize conditions for success.	
For impacts to an emergent or shrub community	1.5
For impacts to a deciduous forested wetland community	2.0
For impacts to an evergreen forested wetland community	2.5
For impacts to a deciduous Category I forested wetland community	3
For impacts to an evergreen Category I forested wetland community	3.5
Delayed - Construction is not completed within one year of impact, but is completed (including plantings if required) within 5 growing seasons of impact.	
For impacts to an emergent or shrub community	3
For impacts to a deciduous forested wetland community	4
For impacts to an evergreen forested wetland community	5
For impacts to a deciduous Category I forested wetland community	6
For impacts to an evergreen Category I forested wetland community	7

Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Washington

Credit Worksheet (corrected 2/20/18)

Project

Only fill in boxes that are highlighted. Use risk factors in table below.

Mitigation Project is:

Advanced

Concurrent

This spreadsheet can calculate credits for three separate mitigation sites.

Input Ratings for Functions from Scoring Sheet.

Insert a "1" in cell if creation or re-establishment

Rating of Unit BEFORE mitigation

Score for Wetland Unit

Site 1			Site 2			Site 3		
1								
Improving Water Quality	Hydrologic	Habitat	Improving Water Quality	Hydrologic	Habitat	Improving Water Quality	Hydrologic	Habitat
Site Potential (H,M,L)	h	m	m	h	m	m		
Landscape Potential (H,M,L)	h	h	m	h	h	m		
Value (H,M,L)	m	m	l	m	m	l		
	0	0	0	8	7	5	3	3

Rating of Unit AFTER mitigation

Score for Wetland Unit

Lift in Functions

Site 1			Site 2			Site 3		
Improving Water Quality	Hydrologic	Habitat	Improving Water Quality	Hydrologic	Habitat	Improving Water Quality	Hydrologic	Habitat
Site Potential (H,M,L)	h	m	m	h	m	m		
Landscape Potential (H,M,L)	h	h	m	h	h	m		
Value (H,M,L)	m	m	m	m	m	m		
	8	7	6	8	7	6	3	3
	8	7	6	0	0	1	0	0

CREATION and RE-ESTABLISHMENT									
Acres created or re-established (aquatic bed, shrub, forest)	0.04						0.04		
Basic mitigation Credit	0.32	0.28	0.24	0	0	0	0	0	0
Risk Factor (see below)	0.5						0.5		
CREDITS	0.16	0.14	0.12	0	0	0	0	0	0
Acres created or re-established (emergent)									
Basic mitigation Credit	0	0	0	0	0	0	0	0	0
Risk Factor (see below)									
CREDITS	0	0	0	0	0	0	0	0	0
REHABILITATION AND ENHANCEMENT									
Acres rehabilitated or enhanced (aquatic bed, shrub, forest)				0.48					
Basic mitigation Credit	0	0	0	0	0	0.48	0	0	0
Risk Factor (see below)				0.67					
CREDITS	0	0	0	0	0	0.3216	0	0	0
Acres rehabilitated or enhanced (emergent)									
Basic mitigation Credit	0	0	0	0	0	0	0	0	0
Risk Factor (see below)									
CREDITS	0	0	0	0	0	0	0	0	0
PRESERVATION									
Acres of wetlands preserved									
Score for wetland functions from Scoring Sheet									
Sum of scaling factors (Appendix E)									
CREDITS	0	0	0	0	0	0	0	0	0
Acres of upland preserved									
Habitat score for upland									
Sum of scaling factors (Appendix E)									
CREDITS			0			0			0

TOTALS

Function	Site 1			Site 2			Site 3		
	Improving Water Quality	Hydrologic	Habitat	Improving Water Quality	Hydrologic	Habitat	Improving Water Quality	Hydrologic	Habitat
Acre-points	0.16	0.14	0.12	0	0	0.3216	0	0	0

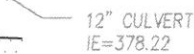
**Total Credits by Function
for Project**

	Improving Water Quality	Hydrologic	Habitat
Acre-points	0.16	0.14	0.4416

Risk Factors:

Type of Mitigation	Risk Factor
Advance Mitigation The site meets criteria in Charts 1 and 3 of the site selection guidance [i.e., identified in a local plan and is sustainable] AND meets the criteria in Charts 4-11 for the appropriate functions. (All worksheets for Chart 3 and in Appendix B of Ecology publication #09-06-032 for western Washington or #10-06-007 for eastern Washington are submitted) <i>Advance means that at least two years has passed since plantings were completed or one year since "as-built" plans were submitted to regulatory agencies.</i>	1.0
Advance mitigation without meeting criteria in Ecology publication #09-06-032 or #10-06-007	0.83
Concurrent Mitigation Mitigation site meets criteria in Charts 1 and 3 of the site selection guidance [i.e., identified in a local plan and is sustainable] AND meets the criteria in Charts 4-11 for the appropriate functions. (All worksheets for Chart 3 and in Appendix B of Ecology publication #09-06-032 or #10-06-007 are submitted) <i>Risk factor applies to all types of mitigation.</i>	0.9
Mitigation site chosen meets the criteria in Charts 2 and 3 of the site selection guidance [i.e., identified as a site with potential and that is sustainable]; AND meets criteria in Charts 4-11 for the appropriate functions. (All worksheets for Chart 3 and in Appendix B of Ecology publication #09-06-032 or #10-06-007 are submitted) <i>Risk factor applies to all types of mitigation.</i>	0.80
<i>Site does not meet criteria in site selection guide, or guide was not used.</i>	
Re-establishment, rehabilitation, or enhancement that results in an aquatic bed, shrub, or forest community	0.67
Re-establishment, rehabilitation, or enhancement that results in an emergent community	0.5
Creation of an aquatic bed, shrub, or forest community with data showing there is adequate water to maintain wetland conditions 5 years out of every 10.	0.67
Creation of an emergent community with data showing there is adequate water to maintain wetland conditions 5 years out of every 10.	0.5
Creation of an aquatic bed, shrub, or forest community without adequate hydrologic data.	0.5
Creation of an emergent community without adequate hydrologic data.	0.4

APPENDIX B – SITE PLAN

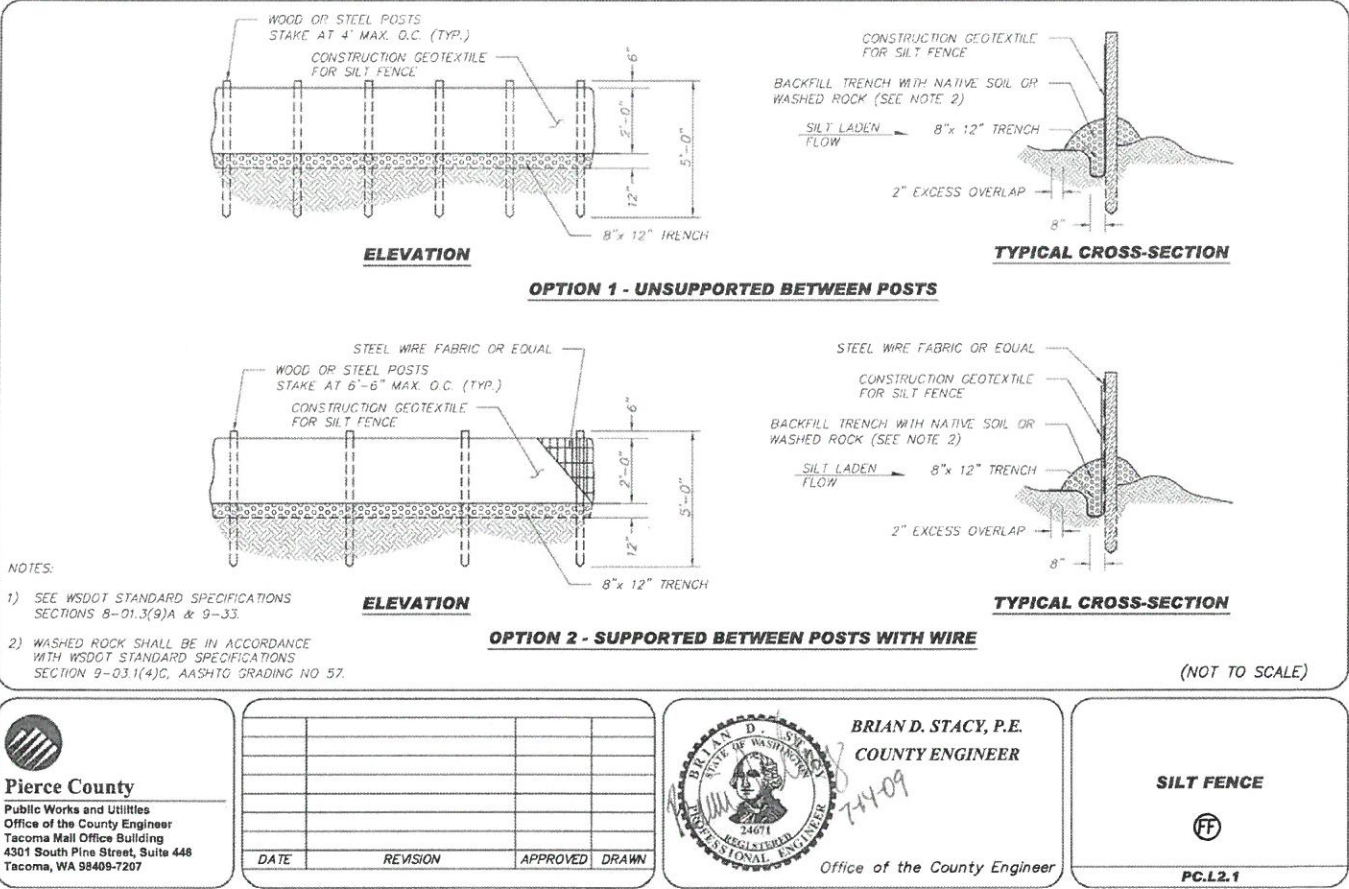
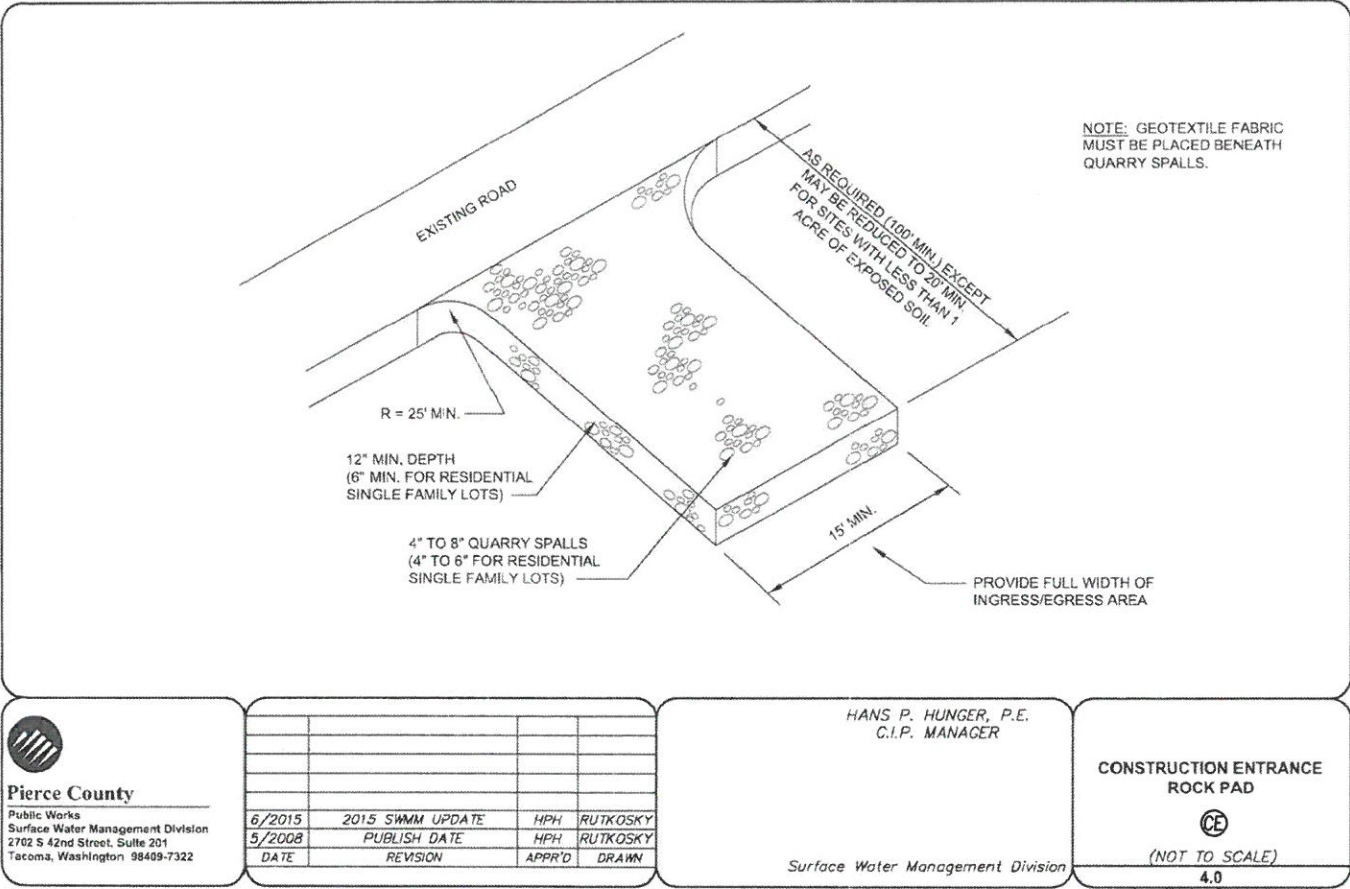


SHEET 1 OF 2

34180

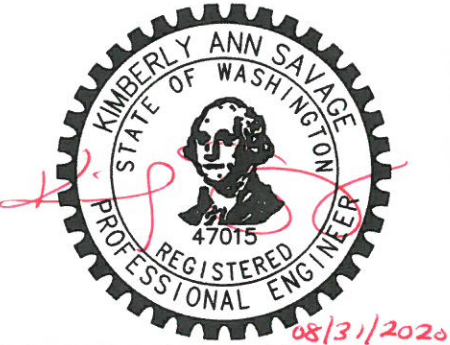
Apex Engineering LLC

2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599
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CONSTRUCTION SEQUENCE

- 1. ATTEND PRE-CONSTRUCTION CONFERENCE WITH PIERCE COUNTY, PROJECT ENGINEER AND A CONTRACTOR'S REPRESENTATIVE. PROVIDE ESC LEAD WITH ESC CONTROL REPORT.
- 2. CALL ONE CALL LOCATE (1-800-424-5555) FOR UTILITY LOCATES.
- 3. A LICENSED PROFESSIONAL SURVEYOR SHALL STAKE THE CLEARING LIMITS PRIOR TO CONSTRUCTION.
- 4. COMPLETE CLEARING AND GRUBBING OF PROJECT SITE, INSTALLING REMAINING EROSION CONTROL FACILITIES AS WORK PROGRESSES.
- 5. COMPLETE SITE GRADING IMPROVEMENTS (WELL, DRAINFIELD, HOUSE AND DRIVEWAY). INSTALL EROSION CONTROL FACILITIES AS WORK PROGRESSES.
- 6. MAINTAIN EROSION CONTROL MEASURES AS SITE REQUIREMENTS CHANGE IN ACCORDANCE WITH PIERCE COUNTY STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
- 7. RELOCATE EROSION CONTROL MEASURES, OR INSTALL NEW/ADDITIONAL BMP MEASURES AS WEATHER OR SITE CONDITIONS REQUIRE TO MINIMIZE SEDIMENT LEAVING THE SITE.
- 8. COVER ALL DISTURBED AREAS PER SEASONAL REQUIREMENTS FOR SITE STABILIZATION.
- 9. STABILIZE AREAS THAT REACH FINAL GRADE WITHIN FIVE DAYS.
- 10. CLEAN CONSTRUCTION SITE AND INSTALL PERMANENT STABILIZATION.
- 11. CALL PIERCE COUNTY FOR FINAL INSPECTION.
- 12. UPON FINAL INSPECTION APPROVAL, REMOVE REMAINING EROSION CONTROL FACILITIES.



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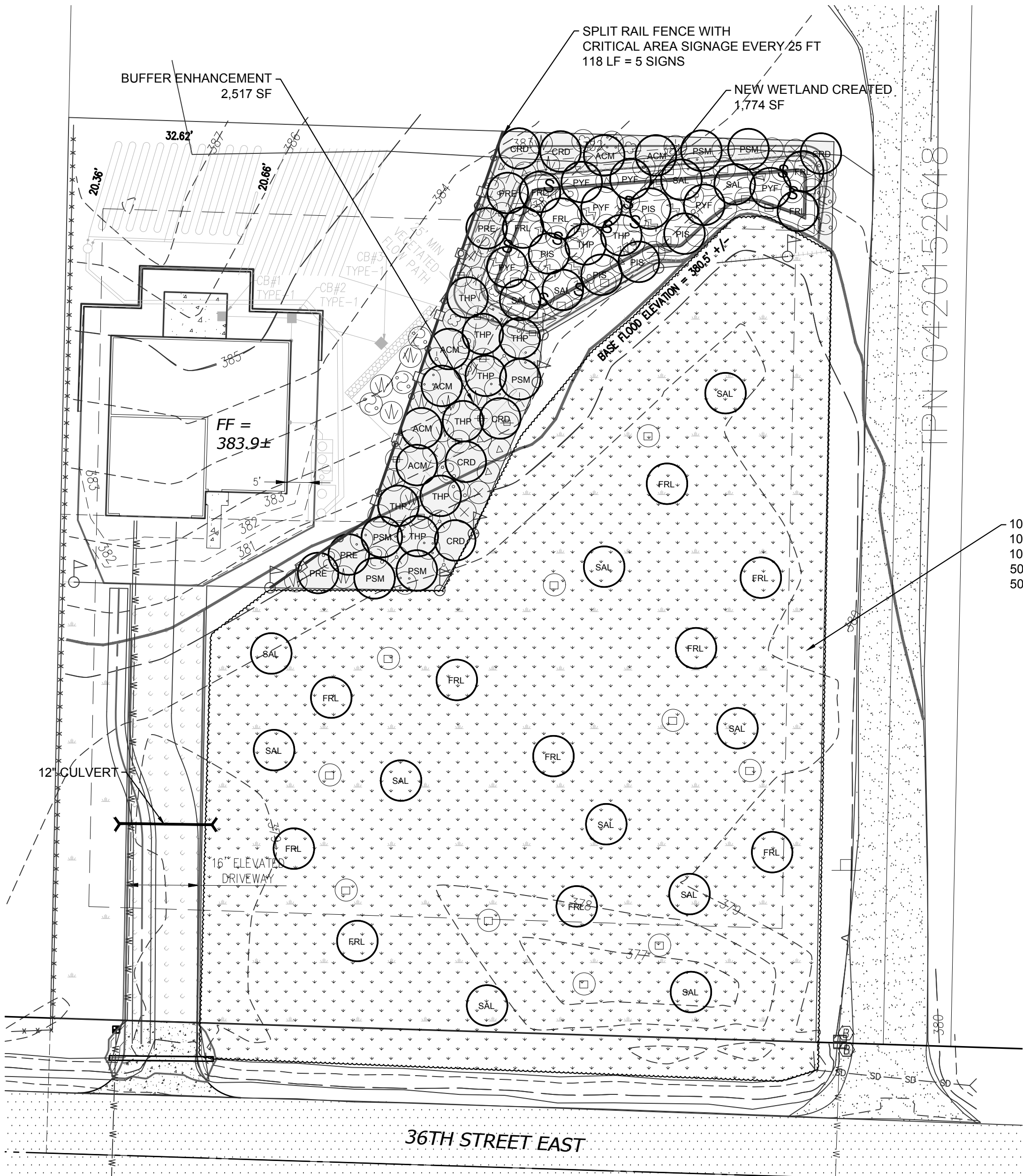
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PLANT LEGEND			
TREES			
SYMBOL	QTY	DESCRIPTION	SIZE
	15	Fraxinus latifolia Oregon Ash	2 Gal. Min.
	5	Picea stichens Sitka Spruce	2 Gal. Min.
	14	Salix lasiandra Pacific Willow	2 Gal. Min.
	6	Pyrus fusca Western Crabapple	2 Gal. Min.
	10	Thuja plicata Western Red Cedar	2 Gal. Min.
	4	Prunus emarginata Bitter Cherry	2 Gal. Min.
	6	Pseudsuga menziesii Douglas Fir	2 Gal. Min.
	6	Crataegus douglasii Western Hawthorn	2 Gal. Min.
	6	Acer macrophyllum Big Leaf Maple	2 Gal. Min.
	72	TOTAL TREES	
SHRUBS			
SYMBOL	QTY	DESCRIPTION	SIZE
	10	Lonicera involucrata Twinberry	1 Gal. Min.
	10	Rosa nutkana Nootka Rosa	1 Gal. Min.
	10	Salix sitchensis Sitka Willow	1 Gal. Min.
	20	Cornus stolonifera Red-Osier Dogwood	1 Gal. Min.
	10	Acer circinatum Vine Maple	1 Gal. Min.
	10	Physocarpus capitatus Pacific Ninebark	1 Gal. Min.
	10	Corylus cornuta Beaked Hazelnut	1 Gal. Min.
	10	Mahonia aquifolium Tall Oregon Grape	1 Gal. Min.
	13	Symphoricarpus albus Snowberry	1 Gal. Min.
	10	Holodiscus discolor Ocean Spray	1 Gal. Min.
	10	Ribes sanguineum Flowering Red Currant	1 Gal. Min.
	13	Rosa gymnocarpa Wild Rose	1 Gal. Min.
	136	TOTAL SHRUBS	

EMERGENTS		
NUMBER	COMMON NAME (ID) -	SCIENTIFIC NAME
50	Slough sedge (CAO) -	Carex obnupta
50	Small fruiting bulrush (SCM) -	Scirpus microcarpus
100		

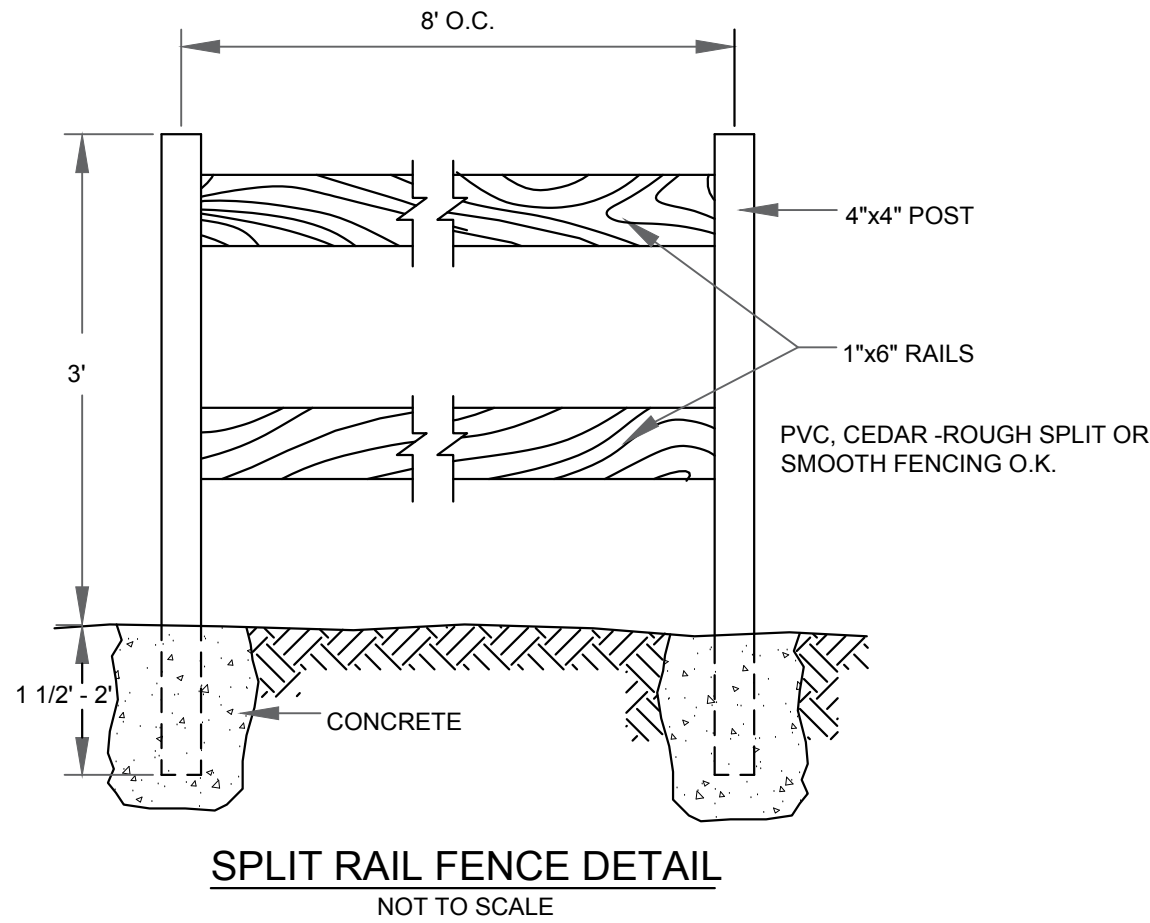
TOTAL EMERGENTS PLANTED IN NATURAL PATTERNS IN WETLAND

LIVE STAKES			
number	common name	scientific name	
50	Pacific Willow	Salix lasiandra	Live stake
50	Red Osier Dogwood	Cornus stolonifera	Live Stake



WETLAND MITIGATION PLANTING PLAN

- 10 Oregon Ash
- 10 Pacific Willow
- 10 Red Osier Dogwood
- 50 Pacific Willow Live Stakes
- 50 Red Osier Dogwood Live Stakes

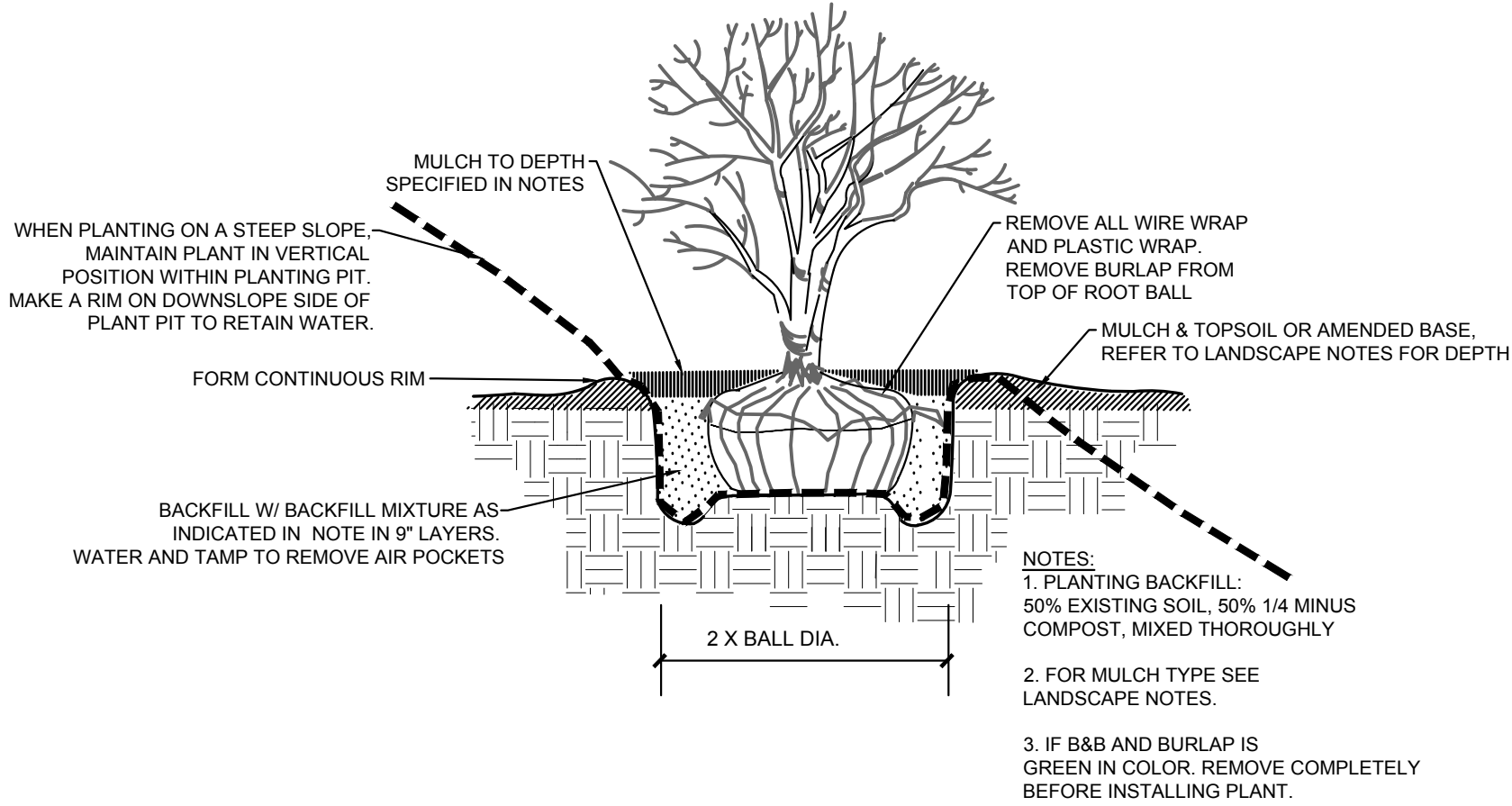


SPLIT RAIL FENCE DETAIL

WETLAND BUFFER BOUNDARY

- ATTACH SIGN TO POST WITH TWO 5/16" GALVANIZED LAG BOLTS WITH WASHERS
- 8' - 4x4 CEDAR OR PRESSURE-TREATED POST SET 3" INTO HOLE OR ON SPLIT RAIL FENCE POST
- PRE-PRINTED PLASTIC SIGN
- THE WETLAND/STREAM SIGN SHALL BE POSTED AT THE BOUNDARY BETWEEN THE SENSITIVE AREA BUFFER, SETBACK AREA OR SETBACK TRACT AND THE BUILDING SETBACK AREA.
- ONE SIGN SHALL BE POSTED PER LOT FOR EVERY 25-FOOT OF SENSITIVE AREA BUFFER AND SHALL BE STATIONED IN A PROMINENT LOCATION, I.E.: AT THE CLOSEST POINT TO THE PROPOSED DEVELOPMENT. SIGNS MAY ALSO BE ATTACHED TO FENCES.

WETLAND SIGN



SHRUB PLANTING DETAIL

No Scale



Know what's below.
Call before you dig.



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www.naturebydesigninc.com
253.460.6067

MCCUTCHEON

xxx 36th St East
EDGEWOOD, WA

Habitat Technologies
253-845-5119

PROJECT:

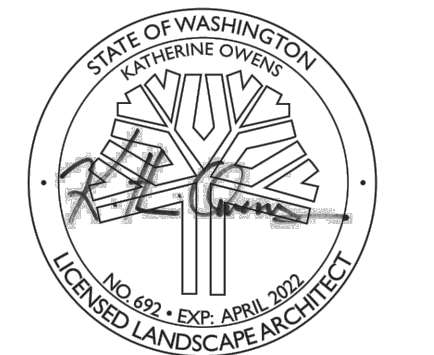
REVISIONS:

REV B: REVISED PER BIOLOGIST COMMENTS
REV C: REVISED PER BIOLOGIST DIRECTION

DRAWING ISSUED FOR:

AGENCY REVIEW

DATE: AUGUST 20, 2021



PROJECT NO.: 2075

FILE NAME: 2075WLC

X-REFS: CIVIL

DRAWN BY: KLO

CHECKED BY: KLO

PLOT SCALE: 1:1

DRAWING SCALES: 1:20

DRAWING CONTENTS

WETLAND MITIGATION PLANTING PLAN

DRAWING NO.: WL1

1 OF 2



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EDGEWOOD, WA

Habitat Technologies

253-845-5119

COMPENSATORY MITIGATION FOR UNAVOIDABLE IMPACTS

As outlined by the City of Edgewood compensatory mitigation is required for all unavoidable alterations to wetlands or their buffers, except for buffer averaging when done in accordance with EMC Chapter 14. Compensatory mitigation actions would replace environmental functions affected by the unavoidable alterations and would provide equal or greater functions compared to the impacted wetland or buffer. As defined by the City all proposed projects must first demonstrate compliance with EMC 14.10.070(B) prior to development of compensatory mitigation plans.

The unavoidable filling of a limited area of Wetland A associated with the upgrading of the existing internal access road would result in a total wetland impact of 1.642 square feet. Wetland A has been verified by the Seattle District, U.S. Army Corps of Engineers and the City of Edgewood as located within an isolated depression. Wetland A and its associated standard City of Edgewood buffer is dominated by a monotypic stand of trees (Quaking aspen) and shrubs (Douglas spruce). The associated buffer has been impacted by prior land use actions generally associated with single-family homesite developments within adjacent parcels, and the development of adjacent public roadways and public utilities. Compensatory mitigation for project related unavoidable impact to Wetland A would be provided onsite through the creation of additional wetland area immediately adjacent to a retained Wetland A at a ratio of greater than 1:2 to 1:0 (created to impacted). The retained wetland, newly created wetland area, and established/retained buffer area would be cleared of debris, planted with a variety of native plant species, and be enhanced through the placement of habitat features to restore environmental functions impacted by prior land use actions. Additional compensatory actions include the placement of a perimeter fence to limit human intrusions into the retained wetland and buffers areas along with informational buffer signs (Appendix B).

Mitigation Overview

MITIGATION ACTIONS	MITIGATION PROVIDED
Unavoidable Wetland Impact = 1.642sqft	1,774sqft created wetland and floodplain
Established Buffer Enhancement	2,517sqft
Existing Wetland Enhancement	20,909 sqft

MITIGATION BENEFITS

The primary elements of the Compensatory Mitigation Program include the creation of wetland/floodplain to compensate for the unavoidable loss of food storage and wetland area associated with the improvements to the existing internal access drive. Additionally, the

presently degraded wetland and wetland buffer areas would be restored and enhanced. Both the onsite wetland (existing and created) and the established protective buffer would be restored and enhanced through the removal of debris, the planting of a variety of native trees, shrubs, and emergent, the removal and control of the existing invasive species - Himalayan blackberry and ivy; the placement of habitat features; and the placement of boundary fence with standard buffer boundary signs.

The proposed mitigation actions would restore viable plant communities (wetland and buffer). The enhanced structure and plant diversity would also provide greater nesting, cover, perching, and foraging opportunities for local wildlife. The overall mitigation area (wetland and buffer) would also be placed within a protective tract or defined by easement for long-term protection.

DESCRIPTION OF THE COMPENSATORY MITIGATION PROGRAM

- A compensatory wetland/flood storage area equal to 1,774 square feet in size would be created adjacent to the northeastern edge of existing onsite Wetland A. The creation would be accomplished through the removal of existing buffer area soils to a depth of approximately 12-inches below the adjacent retained wetland area and the subsequent placement of approximately 12-inches of highly organic topsoil (minimum 30% composted organic) within the excavated area at an elevation equal to the existing retained wetland.
- During the creation of the new wetland area the existing reed canarygrass, ivy, and blackberries within the entire mitigation area would be removed. As much as possible, the cut vegetation and rootballs would be removed from the project site and disposed in an approved offsite location. Removal would also not adversely impact existing wetland soils.
- The created wetland/flood storage area and the established/enhanced buffer areas would be planted with a variety of native trees, shrubs, and emergents common to the local area and selected to provide enhanced biological and physical wetland and buffer functions (Appendix C). A minimum 2-inch layer of composted organic material would be placed around each installed tree and shrub.
- A minimum of four (4) habitat features (standing snags/downed logs) would be installed within the existing wetland. Following the installation of these habitat features and the existing wetland would be enhanced through the planting of native trees and shrubs.
- Placement of a level culvert (minimum 12 inch diameter) within the low point of the existing access driveway to ensure the continuation of the movement of seasonal hydrology from one side to the other.

- Following the placement of composted organic material the seeding of the exposed areas would be completed. Red fescue (*Festuca rubra*) would be utilized for all exposed surfaces.
- Temporary and long-term erosion control measures would be implemented. These measures include the use of Best Management Practices during initial actions and as a part of the maintenance program.
- The outer boundary of the established buffer would be fenced and posted within the northern portion of the project site between the established wetland/buffer area and the established homesite to clearly define the compensatory mitigation area and help to reduce the potential for human intrusion.
- A minimum of four (4) monitoring plots would be established within the compensatory mitigation area (2 in the created wetland and 2 in the buffer between the wetland and the homesite). Each monitoring plot would be posted and be defined as a 10-foot radius circle around the numbered post. All installed plants within each plot would be documented for use during the accompanying monitoring program and to define the performance criteria.

- A shallow groundwater monitoring tube would be installed within each of the two (2) created wetland monitoring plots. Each tube would be installed to a minimum depth of 15 inches, sealed, and capped consistent with WDOE guidance.

- All onsite activities would be completed at the technical direction of the onsite biologist.

- Upon the completion of initial compensatory mitigation actions an *Implementation Report* would be prepared and submitted to the City of Edgewood and WDOE. The *Implementation Report* would include a description of who completed the onsite compensatory actions, a description of the scope of work completed, a description of work specifications, photo documentation of the actions taken, initial plant documentation at each established monitoring plot, and a detailed timeline of completed actions. The *Implementation Report* would also include an initial project evaluation prepared by the project biologist.

- Following the acceptance of the *Implementation Report* by the City of Edgewood and WDOE the Compensatory Mitigation Program would be monitored to document the success of the selected mitigation actions as directed by the WDOE for a period of ten-year following the acceptance of the *Implementation Report* by the City and WDOE. However, WDOE allows for possible reduction of the ten-year monitoring program (early closure) if the mitigation site is meeting the 10-year performance criteria earlier than expected as documented within the monitoring program for a least a minimum of five (5) years following the acceptance of the *Implementation Report*. Consistent with the WDOE mitigation monitoring guidance a delineation of the established wetland boundary would be completed as a part of the mitigation program closeout and final acceptance.

- A series of financial guarantees would be established to assure that the proposed implementation has been completed and the overall *Compensatory Mitigation Program* meets the established performance criteria.

- Site development would utilize homesite construction and designs to minimize potential impacts to the established onsite buffer area. Such designs include directional lighting away from the buffer area, a buffer plant community to provide screening between the homesite area and the wetlands, and onsite water quality protections.

GOAL OF THE COMPENSATORY MITIGATION PROGRAM

The **GOAL** of the *Compensatory Mitigation Program* is to ensure that the proposed site development actions do not result in a "net loss" of wetland and floodplain area physical and biological functions and values. This program would also re-establish a viable plant community composed of native trees and shrubs within areas impacted by prior land use actions.

Wetland Hydrology Establishment

Objective A. The created compensatory wetland area would total 1,774 square feet, would be adjacent to the retained Wetland A, and exhibit hydrology patterns consistent with the Corps of Engineers *Wetland Delineation Manual* (United States Army Corps of Engineers, 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (United States Army Corps of Engineers, 2010).

Performance Criterion #A1: 1,774 square feet of created compensatory mitigation wetland area would exhibit a water regime that meets the wetland hydrology criteria established in the 1987 Corps Manual and the 2010 Supplement. The created compensatory mitigation wetland area would exhibit soil saturation, or a water table present within 12-inches of the soil surface for at least 30 consecutive days during the growing season in years when rainfall meets or exceeds the 30-year precipitation average.

Created Wetland Plant Community Establishment

Objective B. The created compensatory mitigation wetland area would exhibit a scrub/shrub and sapling tree vegetation class within ten years following initial planting. If the mitigation site is meeting the 10-year performance criteria earlier than expected the monitoring program may be closed before the ten-year period by WDOE and the City of Edgewood.

Performance Criterion #B1: As defined by monitoring 90% of the trees and shrubs initially planted within the created compensatory wetland would exhibit survival through the end of the first growing season following initial planting.

Performance Criterion #B2: As defined by monitoring 80% of the trees and shrubs initially planted within the created compensatory wetland would exhibit survival through the end of the second growing season following initial planting.

Performance Criterion #B3: As defined by monitoring within the created wetland the sapling tree/shrub plant community would exhibit the following minimum aerial coverage during the fall monitoring periods following initial planting. For purposes of the aerial coverage determination the plant community aerial coverage would include both planted and desirable volunteer species.

MONITORING YEAR	MINIMUM AERIAL COVERAGE
End of monitoring year one	15%
End of monitoring year two	20%
End of monitoring year three	30%
End of monitoring year five	40%
End of monitoring year seven	60%
End of monitoring year ten	80%

Performance Criterion #B4: As defined by monitoring within the created wetland a minimum of five (5) species of native shrubs and trees (combined count) would be present at the end of each monitoring year.

Enhanced Existing Wetland Plant Community Establishment

Objective C. The enhanced existing wetland area would exhibit a scrub/shrub and sapling tree vegetation class within ten years following initial planting. If the mitigation site is meeting the 10-year performance criteria earlier than expected the monitoring program may be closed before the ten-year period by WDOE and the City of Edgewood.

Performance Criterion #C1: As defined by monitoring 90% of the trees and shrubs initially planted within the enhanced existing wetland would exhibit survival through the end of the first growing season following initial planting.

Performance Criterion #C2: As defined by monitoring 80% of the trees and shrubs initially planted within the enhanced existing wetland would exhibit survival through the end of the second growing season following initial planting.

Performance Criterion #C3: As defined by monitoring within the enhanced existing wetland the scrub/shrub and sapling vegetation class would exhibit the following minimum aerial coverage during the fall monitoring periods within ten years following initial planting. For purposes of the aerial coverage determination the

scrub/shrub and sapling vegetation class would include both planted and desirable volunteer species.

MONITORING YEAR	MINIMUM AERIAL COVERAGE
End of monitoring year one	15%
End of monitoring year two	20%
End of monitoring year three	30%
End of monitoring year five	40%
End of monitoring year seven	60%
End of monitoring year ten	80%

Performance Criterion #C4: As defined by monitoring within the enhanced existing wetland a minimum of five (5) species of native shrubs and trees (combined count) would be present at the end of monitoring years five, seven, and ten.

Enhanced Buffer Plant Community Establishment

Objective D. The enhanced established buffer would exhibit a scrub/shrub and sapling tree vegetation class within ten years following initial planting.

Performance Criterion #D1: As defined by monitoring 90% of the trees and shrubs initially planted within the enhanced established buffer would exhibit survival through the end of the first growing season following initial planting.

Performance Criterion #D2: As defined by monitoring 80% of the trees and shrubs initially planted within the enhanced established buffer would exhibit survival through the end of the second growing season following initial planting.

Performance Criterion #D3: As defined by monitoring within the enhanced established buffer the scrub/shrub and sapling vegetation class would exhibit the following minimum aerial coverage during the fall monitoring periods within five years following initial planting. For purposes of the aerial coverage determination the scrub/shrub and sapling vegetation class would include both planted and desirable volunteer species.

MONITORING YEAR	MINIMUM AERIAL COVERAGE
End of monitoring year one	5%
End of monitoring year two	10%
End of monitoring year three	20%
End of monitoring year five	30%
End of monitoring year seven	60%
End of monitoring year ten	80%

Performance Criterion #D4: As defined by monitoring within the enhanced established buffer a minimum of five (5) species of native shrubs and trees (combined count) would be present at the end of monitoring year.

Invasive Species Management

Performance Criterion #E1: As defined by onsite monitoring within the created wetland areas invasive species would not exceed 10% aerial coverage at the end of the first, second, third, fifth, seventh, or tenth growing seasons following initial planting. Invasive species include reed canarygrass, ivy, Canadian thistle, Himalayan blackberry, and other species listed by the State of Washington as invasive.

Performance Criterion #E2: As defined by onsite monitoring within the enhanced buffer invasive species would not exceed 10% aerial coverage at the end of the first, second, third, fifth, seventh, and tenth growing seasons following initial planting. Invasive species include reed canarygrass, ivy, Canadian thistle, Himalayan blackberry, Scotch broom, and other species listed by the State of Washington as invasive.

Performance Criterion #E3: As defined by onsite monitoring throughout the entire mitigation area, knotweed (*Polygonum* spp.) would not be present at any time during the monitoring period.

SELECTED PLANT COMMUNITIES

The plants selected for placement within the created wetland and the enhanced established buffer would be obtained as nursery stock. These selected species are native and commonly occur in the local area. The plant species prescribed are also selected to increase plant diversity, match present offsite communities, increase wildlife habitats, and enhance the aquatic environment. Many of the selected species can be somewhat sensitive to direct sunlight upon initial removal from the nursery and installation within the buffer area. Special care would be undertaken by the planting contractor during installation to utilize existing shading and to ensure that plants are handled and installed with some care. Adequate irrigation would also be provided at the time of installation.

NUMBER	COMMON NAME (ID) - SCIENTIFIC NAME	SIZE
15	Oregon ash (FRL) - <i>Fraxinus latifolia</i>	2 gallon
5	Sitka spruce (PIS) - <i>Picea sitchensis</i>	2 gallon
14	Pacific willow (SAL) - <i>Salix lasioandra</i>	2 gallon
6	Western crabapple (PYT) - <i>Pyrus fusca</i>	2 gallon
10	Western red cedar (THP) - <i>Thuja plicata</i>	2 gallon
4	Bitter cherry (PRE) - <i>Prunus emarginata</i>	2 gallon
6	Douglas fir (PSM) - <i>Pseudotsuga menziesii</i>	2 gallon
6	Western hawthorne (CRD) - <i>Crataegus douglasii</i>	2 gallon
6	Big leaf maple (ACM) - <i>Acer macrophyllum</i>	2 gallon
52	TOTAL TREES	

NUMBER	COMMON NAME (ID) - SCIENTIFIC NAME	SIZE
10	Twinnberry (LOI) - <i>Lonicera involucrata</i>	1 gallon
10	Nootka rose (RON) - <i>Rosa nutkana</i>	1 gallon
10	Sitka willow (SAS) - <i>Salix albensis</i>	1 gallon
20	Red-osier dogwood (COS) - <i>Cornus stolonifera</i>	1 gallon
10	Vine maple (ACC) - <i>Acer circinnatum</i>	1 gallon
10	Pacific ninebark (PHO) - <i>Physocarpus capitatus</i>	1 gallon
10	Hazelnut (COC) - <i>Cornus stolonifera</i>	1 gallon
10	Tall Oregon grape (BEA) - <i>Berberis aquifolium</i>	1 gallon
13	Snowberry (SYA) - <i>Symphoricarpos albus</i>	1 gallon
10	Oceanspray (HOD) - <i>Holodiscus discolor</i>	1 gallon
10	Red flowering currant (RIS) - <i>Ribes sanguineum</i>	1 gallon
13	Wild rose (ROG) - <i>Rosa gymnocarpa</i>	1 gallon
126	TOTAL SHRUBS	

NUMBER	COMMON NAME (ID) - SCIENTIFIC NAME	SIZE
50	Slough sedge (CAO) - <i>Carex obnupta</i>	plug
50	Small fruiting bulrush (SCM) - <i>Scirpus microcarpus</i>	plug
100	TOTAL EMERGENTS	

NUMBER	COMMON NAME (ID) - SCIENTIFIC NAME	SIZE
50	Red-osier dogwood (COS) - <i>Cornus stolonifera</i>	stake
50	Pacific willow (SAL) - <i>Salix lasioandra</i>	stake
100	TOTAL LIVE STAKES	

SEEDING FOR EXPOSED AREAS

Seeding of all exposed surfaces within the created wetland and enhanced buffer areas would be completed within two weeks following the completion of the planting actions.

common name	scientific name	percent by weight
Creeping red fescue	<i>Festuca rubra</i>	100%
(apply at the rate of 120 pounds per acre)		

IMPLEMENTATION INSPECTION

Essential to the success of the *Compensatory Mitigation Program* is the accurate inspection of onsite activities immediately prior to and during the initial invasive control, habitat feature placements, and planting phase. These activities include pre-implementation site inspection, onsite inspection and technical direction during invasive species removal and planting activities, and post-planting site inspection and evaluation. The project biologist would complete onsite inspections, verify, and approve the following project tasks (at a minimum):

- Marking of work areas and access corridors.
- Marking of desirable plants to be retained.
- Removal of invasive species and existing garbage.
- Nursery stock acceptance.
- Modification of plant species and sizes if required.
- The character and placement of habitat features.
- Installation of the irrigation system.
- Installation of buffer boundary signs.

The pre-implementation site inspection allows the project team and the project biologist to evaluate and, if necessary, adjust the onsite implementation steps. These steps include analysis of project site elevation features, project sequencing and timing, final grade analysis, unforeseen required minor modifications to the original establishment plan, and the establishment of environmental protections (silt fences, etc.) required during planting. Onsite technical inspection during implementation and planting activities would be implemented by the project biologist. The project biologist would perform implementation oversight and address minor unforeseen implementation difficulties to assure that the goal of the mitigation program is met.

The project biologist would be responsible for ensuring that the species and sizes of native plants selected and noted within the planting plan are utilized during implementation. If selected native species become unavailable, the project biologist would approve, based on City and WDOE standards, substitute plant species to assure that the goal of the mitigation program is met.

Following the completion of onsite planting activities an *Implementation Report* plan would be prepared and submitted to the City of Edgewood and WDOE. The *Implementation Report* would include a description of who completed the onsite compensatory actions, a description of the scope of work completed, a description of work specifications, photo documentation of the actions taken, initial plant documentation at each established monitoring plot, and a detailed timeline of completed actions. The *Implementation Report* would also include a project evaluation prepared by the project biologist.

IMPLEMENTATION SCHEDULE

PROJECT TASK	TASK SCHEDULE
Onsite pre-implementation meeting	Completed by August 1, 202x
Placement of protective fencing. Final marking and identification of work area and access corridors.	Completed by August 5, 202x
Removal of invasive plants and dicing of compacted areas. Excavation of created wetland area and placement of highly organic topsoil.	Completed by August 15, 202x
City of Edgewood/WDOE staff review of the planting areas.	Completed by September 15, 202x
Planting of compensatory mitigation area and installation of protective biodegradable matting and mulch to limit the establishment of reed canarygrass.	Completed by October 15, 202x
<i>Implementation Report</i> to City and WDOE.	Completed by November 5, 202x
Year 202x represents the completion of the Implementation Report.	

PROJECT MONITORING

Following the successful implementation of the mitigation program and the acceptance of the *Implementation Report* by the City of Edgewood and WDOE a ten-year monitoring and maintenance program would be undertaken. However, WDOE allows for possible reduction of the ten-year monitoring program (early closeout) if the mitigation site is meeting the 10-year performance criteria earlier than expected as documented within the monitoring program for a least a minimum of five (5) years following the acceptance of the *Implementation Report*. The purpose of this monitoring program is to ensure the success of the *Compensatory Mitigation Program* as measured by an established set of performance criteria.

STANDARDS OF SUCCESS

A minimum of four (4) 10-foot radius sample plots would be established within the mitigation area (two (2) in the created wetland and two (2) in the adjacent restored buffer). The evaluation of the success of the *Compensatory Mitigation Program* would be based on the defined performance criteria. The defined performance criteria would be applied at the times of yearly monitoring. Sample locations would be shown on the *Implementation Report* graphic and would correspond to identified photopoints.

Plant Community Monitoring

- As a part of monitoring years one and two the project biologist would count the number of live plants which were planted within the identified monitoring plots. Plants would be identified to species and observations of general plant condition (i.e., plant health, amount of new growth) would be recorded.
- During each monitoring period and at each identified sample plot the project biologist would determine percent coverage of vegetation for emergent species and for the scrub/shrub and sapling tree species. The project biologist would also document species richness within each sample plot.
- At identified sample plots the project biologist would count the number - and tag for removal - undesirable invasive species and estimate the aerial coverage (as if the observer were looking straight down from above) of these invasive species.
- As a part of monitoring years one and two the project biologist would count the number of desirable "volunteer" plants and estimate the aerial coverage of these plants.

- The project biologist would take photographs that show the mitigation areas. During the monitoring period photos would be taken in the same direction and at the same location to provide a series of photos. These photos would show plant growth, plant species, and plant coverage.
- Upon the completion of each monitoring period as noted below the project biologist would prepare a report defining methods, observations, and results along with the date the observations were completed. Each report would be provided to the City of Edgewood and WDOE.

Hydrology Monitoring

- A shallow groundwater monitoring tube would be placed within each of the two (2) established monitoring plots within the created wetland area. Each tube would be installed to a minimum depth of 30 inches, sealed, and capped consistent with WDOE guidance.
- As a part of monitoring years one, two, and three the project biologist would document the level of free water within each monitoring tube a minimum of once a week from the middle of February through the middle of May. If required, the monitoring would be extended.
- Annual monitoring data would be reported as a part of the annual reports. Hydrology monitoring may be extended if required to ensure the success of the overall mitigation program.

Plant Community and Hydrology Monitoring Schedule

MONITORING YEAR	HYDROLOGY MONITORING	PLANT COMMUNITY MONITORINGS	MONITORING REPORT
YEAR-1	Once a week from mid-Feb through mid-May 201x+1	On or about April 15, 202x+1	Report due Oct. 7, 202x+1
YEAR-2	Once a week from mid-Feb through mid-May 201x+2	On or about April 15, 202x+2	Report due Oct. 7, 202x+2
YEAR-3	Once a week from mid-Feb through mid-May 201x+3	On or about Sept. 15, 202x+3	Report due Oct. 7, 202x+3
YEAR-5	Once a week from mid-Feb through mid-May 201x+5	On or about Sept. 15, 202x+5	Report due Oct. 7, 202x+5
YEAR-7	Once a week from mid-Feb through mid-May 201x+7	On or about Sept. 15, 202x+7	Report due Oct. 7, 202x+7
YEAR-10	Once a week from mid-Feb through mid-May 201x+10	On or about Sept. 15, 202x+10	Report due Oct. 7, 202x+10
Year 202x represents year of implementation			

VEGETATION MAINTENANCE PLAN

Maintenance of the compensatory mitigation area plant community may be required. Such maintenance would be required during the monitoring period and would be undertaken at the direction of the project biologist. The overall objective is to establish undisturbed wetland and buffer plant communities that do not require maintenance. Activities may include, but are not limited to, the removal of invasive non-native vegetation and the irrigation of selected areas. Established maintenance activities also include the removal of any wind-blown debris within the mitigation area.

REMOVAL OF INVASIVE NON-NATIVE VEGETATION

As a contingency, should the removal of invasive non-native species become necessary, the project proponent would contact the City of Edgewood and WDOE to establish and define specific actions to be taken. Resultant contingency plan activities would be implemented when the ongoing vegetation monitoring program indicates that invasive shrubs are becoming dominant in the onsite plant community (i.e. invasive species greater than 10% aerial coverage or any presence of knotweed).

The following invasive vegetation removal program would be implemented to ensure the establishment of desirable plant communities. At the direction of the project biologist additional removal actions (if required) would also be undertaken to ensure the establishment of desirable plant communities. The project proponent would not be responsible for replacement of plants that may be removed or damaged by vandalism.

CONTINGENCY PLAN

As a contingency, should the proposed mitigation program fail to meet the performance criteria, the project proponent would undertake required remedial actions. Where plant survival is the failing component, the project proponent would replant and ensure the success of the supplemental planting which would be held to the same standard of success as measured by performance criteria and monitoring processes. Where non-native, invasive shrubs exceed 10% aerial coverage the project proponent would undertake removal actions. Such removal actions would be completed using hand tools or pulling the plants by hand to remove the invasive vegetation without disrupting the soil profile. All cut or pulled vegetation would be removed from the mitigation area and disposed in an approved location. Herbicides would only be used following approval by the City of Edgewood or WDOE. If used, all herbicide application would be completed by a licensed professional.

Should additional remedial actions be required, the project proponent would meet with the City of Edgewood and WDOE to establish and define actions to be taken to meet the desired goal of this *Compensatory Mitigation Program*.

TEMPORARY IRRIGATION

The project proponent would ensure that a minimum of one (1) inch of water is supplied each week to the mitigation area between May 1 and October 15 for a least the first two years following initial planting. The calculated amount of required water would include both natural rainfall and temporary irrigation. The need for additional years of irrigation would be determined based on site conditions and overall plant survival. The amount of water supplied to the mitigation area would be increased if onsite monitoring defines such a need.

Irrigation would be provided via a temporary system placed on the ground surface within the buffer and created wetland area and with optional hand watering. The system would allow for a minimum of 10% overlap of coverage between sprinklers and the sprinklers would be a minimum of four (4) feet above ground. The project team would employ a landscape contractor to install, operate, and maintain the irrigation system. All actions would also be monitored onsite by the project biologist.

PLANTING NOTES

All plant materials utilized within the mitigation area would be native to the Puget Sound Region. The onsite biologist would inspect plant materials to assure the appropriate plant schedule and plant characteristics are met. The project proponent would warrant that all plants would remain alive and healthy for a period of one year following completion of planting activities. The project proponent would replace all dead and unhealthy plants with plants of the same specifications and selected to match identified hydrology patterns.

DRAWING ISSUED FOR:

AGENCY
REVIEW

DATE: AUGUST 20, 2021



PROJECT NO.: 2075
FILE NAME: 2075WVLC
X-REFS: CIVIL
DRAWN BY: KLO
CHECKED BY: KLO
PLOT SCALE: 1:1
DRAWING SCALES: 1:20

DRAWING CONTENTS

BUFFER
ENHANCEMENT
PROGRAM

DRAWING NO.:

WL2

APPENDIX C - PLANTING PLAN

PHOTOS



View easterly along 36th Street East of Wetland A at the southwestern corner of the project site. 36th Street East creates seasonal ponding within the project site.



View northward of the historic access along the western boundary from the southwestern corner of the project site.



View easterly of the upland area – proposed homesite area - in northwestern portion of the project site.



View southerly from northwestern corner of the project site along the historic assess and 36th Street East.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB22-008 - Economic Development Advisory Board appointment	Agenda Item #: 6.A
	For Agenda of: 1/25/2022
	Prepared by: Darren Groth
Attachments (list): 1. EDAB_ Public Roster - Current as of 12-06-21 2. EDAB_ Public Roster - Proposed as of 02-01-22	
Approval of Materials: Darren Groth Rachel Pitzel 1/20/2022 Dave Gray 1/20/2022 Daryl Eidinger 1/20/2022	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 01/18/2022: SS Interview 01/25/2022: RCM Final Action

Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Section 2.32.020 for Economic Development Advisory Board (EDAB) vacancies, City Council shall fill vacancies as stated in the Council Rules of Procedure. Per the Council Rules, once the applications are received, the City Council shall review and rank application packets. Should there be four or fewer applicants for any one position, however, all candidates shall be interviewed by the Council. In regard to this agenda item, we only have one application for the EDAB. As such, this item is intended to serve as the interview for said applicant. After the City Council's interview, the Mayor shall appoint the respective interviewee and the Council shall confirm or deny the appointment proposed by the Mayor. This agenda item will allow the appointment confirmation to fill one of the two vacant positions prior to the February EDAB meeting. The other vacancy is still posted and advertised, but having another member for the next meeting will be beneficial and we look forward to having all seven positions filled soon.

Item History:

Recommended Action:

MOTION confirming the Mayoral Appointment of Colleen Wise to position no. 1 of the Economic Development Advisory Board with term ending June 30, 2023.

Fiscal Note/Consideration:

EDAB Membership Roster			
Position	Member	City Email	Term Ending
1	VACANT		2023
2	Andrew Wiesenfeld*	awiesenfeld@cityofedgewood.org	2023
3	Lora Butterfield**	lbutterfield@cityofedgewood.org	2023
4	Deanna Clark	dclark@cityofedgewood.org	2022
5	Angel Swanson	aswanson@cityofedgewood.org	2022
6	VACANT		2022
7	Jason Neil	jneil@cityofedgewood.org	2022

***Vice-Chair**

****Chair**

EDAB Membership Roster			
Position	Member	City Email	Term Ending
1	Colleen Wise	colleen.wise@cityofedgewood.org	2023
2	Andrew Wiesenfeld*	awiesenfeld@cityofedgewood.org	2023
3	Lora Butterfield**	lbutterfield@cityofedgewood.org	2023
4	Deanna Clark	dclark@cityofedgewood.org	2022
5	Angel Swanson	aswanson@cityofedgewood.org	2022
6	VACANT		2022
7	Jason Neil	jneil@cityofedgewood.org	2022

*Vice-Chair

**Chair