



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, June 27, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENT**
- 3. MAYOR'S REPORT**
- 4. 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 Council Meeting Minutes of June 13, 2023
 - B.** Study Session Meeting Minutes of June 20, 2023
 - C.** CrowdStrike Falcon Complete Subscription Purchase
 - D.** **AB23-017** – a motion approving June 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$165,439.67 and Vendor Check Number 25812 through 25821 with EFT and Direct Pay Payments in the amount of \$544,112.96. Total distributions submitted for review and authorization in the amount of \$709,552.63.
 - E.** **AB23-0677** - Resolution 23-0677 adopting the 2023 Final Docket for annual amendments to Edgewoods Comprehensive Plan
 - F.** **AB23-0678** - Resolution 23-0678 awarding the contract for the Interurban Trail Phase 3 Jovita Canyon Project Design to KPG PSOMAS Inc
 - G.** **AB23-0679** - Resolution 23-0679 relating to streets and transportation adopting the 2024-2029 six-year Transportation Improvement Plan
- 5. COUNCIL BUSINESS**
 - A.** **AB23-019** - Re-Appointment to Planning Commission - Position No. 6
 - B.** **AB23-0645** - Ordinance 23-0645 amending chapter 8.10 of the Edgewood Municipal Code, Fireworks, to grant the mayor the authority to issue a temporary order prohibiting the discharge of consumer fireworks, restricting the time the sale of fireworks is permitted within the city consistent with RCW 70.77.395
- 6. COUNCIL COMMENTS**
- 7. 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

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, June 13, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

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

Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, IT Director Matthew Ray, Public Works Director Jeremy Metzler, Chief Mark Berry, City Attorney Ann Marie Soto

2 PRESENTATION

A. WSDOT - I-405/SR 167 Corridor Program

April Delchamps, WSDOT Corridor Planning Manager, and Lisa Hodgson, I-405/SR 167 Program Administrator, presented the Corridor Program to the Council.

3 AUDIENCE COMMENT

H. Dorn spoke.

L. Levine 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. Regular City Council Meeting Minutes of May 23, 2023

B. Study Session Meeting Minutes of June 6, 2023

C. Review of Board/Commission Minutes

D. AB23-015 – a motion approving June 2023 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$214,155.47 and Vendor Check Numbers 25796 through 25811 with EFT and Direct Pay Payments in the amount of \$412,680.34. Total distributions submitted for review and authorization in the amount of \$626,835.81.

E. AB23-0676 - Resolution 23-0676 authorizing the Mayor to execute the Interlocal Agreement (ILA) and Memorandum of Understanding (MOU) establishing the Pierce County Opioid Abatement Council and providing for the city of Edgewoods participation in the same

F. AB23-016 - Traffic Logix Radar Speed Sign Purchase

Motion: As read **Action:** Approved **Moved by:** Councilmember West **Seconded by:** Councilmember Creley **Motion Passed 7-0**

6 COUNCIL BUSINESS

There was no Council Business.

7 COUNCIL COMMENTS

There were no Council comments.

8 ADJOURN

Mayor Eidinger adjourned the meeting at 7:36pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinger
Mayor



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, June 20, 2023 – 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 Tomin, Councilmember Day, Councilmember West, Councilmember Keith, Councilmember Buckley **Excused:** Councilmember Creley, Councilmember Lowry **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Public Works Director Jeremy Metzler, Community & Economic Development Director Lauren Balisky, Finance Director Hardeep Goraya, Police Chief Mark Berry; IT Director Matthew Ray

2 COUNCIL BUSINESS

A. Interview - Planning Commission - Position No. 6

Senior Planner Evan Hietpas introduced Alison Pincas, who shared with the Council a little about herself and why she would like to be on the Planning Commission.

B. Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Councilmember Buckley discussed increasing the participation/representation within the decision-making process by holding workshops to discuss equity, diversity and inclusion topics. Deputy Mayor Tomin requested to meet with Mayor Eidinger, and Assistant City Administrator Gray at one of the upcoming sub-committee meetings in order to discuss possible agenda items, and speakers for the proposed workshops.

C. Development Review

Senior Planner Evan Hietpas reviewed the monthly development totals with the Council.

D. 2023 Annual Comprehensive Plan Amendment Docket

Senior Planner Evan Hietpas discussed this agenda item in detail. He and the staff then answered the Council's questions.

E. CrowdStrike Falcon Complete Subscription Purchase

IT Director Matthew Ray discussed the need for this subscription purchase, asking that if approved it be placed on an upcoming consent agenda.

F. Six Year Transportation Improvement Plan (TIP) Update

Public Works Director Jeremy Metzler brought this agenda item forward for review, asking that, if approved, it be placed on an upcoming consent agenda.

G. Interurban Trail Phase 3 Design Contract

Public Works Director Jeremy Metzler reviewed this contract briefly with the Council asking that, if approved, it too, be placed on an upcoming consent agenda.

H. Fireworks

Chief Berry reviewed this agenda item with the Council in preparation for action at the upcoming Regular Council Meeting.

I. Levy Lid Lift

Finance Director Hardeep Goraya, and Assistant City Administrator Dave Gray discussed this agenda item with the Council and then answered questions.

3 OTHER COUNCIL ITEMS

Councilmember Day spoke.

Deputy Mayor Tomin spoke.

Councilmember Buckley spoke.

4 ADJOURN

Mayor Eidinge adjourned the meeting at 8:35pm.



Jill S. Herrera
Communications Coordinator / Deputy City Clerk



Daryl Eidinge
Mayor



City Of Edgewood Council Agenda Summary Sheet

Subject: Crowdstrike Falcon Complete Subscription Purchase	Agenda Item #: 4.C
	For Agenda of: 6/27/2023
	Prepared by: Matthew Ray
Attachments (list): 1. Crowdstrike Quote	
Approval of Materials: Matthew Ray Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: \$31,631
	Amount Budgeted: \$8,000
	Timeline:

Summary Statement: The city has historically used two products to defend its network from malware and virus infections. Both of the systems have the ability to automatically contain infections and suspicious activity and operate under the model of: We have seen this bad thing before, so we will block, or quarantine it while at the same time notifying staff that they need to put eyes on the issue. This style of product is called Endpoint Detection and Response EDR.

EDR systems come with a couple of limitations:

- Reactive in nature and somebody must have seen it before for them to recognize it as bad.
- It relies on staff to see and respond to notifications in a timely manner.
- is limited to computers and does not provide visibility into the rest of the network.
- Does not help restore operations at the network or user level

Cyber Insurance is harder to obtain. In the last few years, the City of Edgewood has seen its deductible go up and its coverage go down year after year. This is largely to do with the number of attacks against municipalities each and every day.

The City of Edgewood is a small target with a progressive, well-maintained network and IT staff who have been especially lucky at being at the right place at the right time to quickly detect and mitigate all of the issues we have faced in the last few years.

But the threat landscape is continuing to change and we should not count on luck.

Current Average impacts of a Cyber incident:

- Loss of productivity 3 - 21 days
- Recovery time 2 - 9 months
- The estimated cost per record breached in 2022 was \$164 per record

Staff have been investigating the step up from EDR to Managed Detection and Response MDR in an effort to close some of the gap with our on premise network. *MDR includes EDR but the vendor will now respond and remediate all threats within 60 minutes 24/7/365.

**This is Cloudstrikes Service Level Agreement SLA. Other vendors vary in ability and response times.*

In addition to having an extra set of eyes to look at incidents and having the ability to remediate (Fix) things, Cloudstrike will go further by actively looking for the activity of someone trying to get a foot hold inside of our environment. Their product includes a incident response and remediation team and backed by a Full warranty up to \$100k backed by AIG insurance. Or to state simply, it provides your one person IT department with coverage and experts to restore the city to full operation in case of an incident.

Alternatives:

There are other cheaper MDR providers that would increase our security stance higher than it is now and or monitor our current solutions.

*Several other cities in Washington State are having these same challenges and have moved to Crowdstrike as well.

Bainbridge Island, Bellingham, Lacey, Tukwila, Renton, and Enumclaw that I am aware of.

Item History:

Recommended Action:

MOTION to authorize Crowdstrike Falcon Complete Subscription Purchase

Fiscal Note/Consideration:

Additional funds will be needed to be allocated to the Subscription budget for 2023 and then appropriated each year going forward.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

MATT RAY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NKMZ952	6/5/2023	CROWDSTRIKE FINAL	10386672	\$31,630.50

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Falcon Complete with Threat Graph Standard - subscription license (1 year) Mfg. Part#: CS.FCSSD.SOLN.12M Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5400106	\$25,675.00	\$25,675.00
Falcon Insight Endpoint Detection & Response - subscription license (1 year) Mfg. Part#: CS.INSIGHTB.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5400109	\$0.00	\$0.00
Falcon Prevent - subscription license (1 year) - 1 endpoint Mfg. Part#: CS.PREVENTB.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5400116	\$0.00	\$0.00
Falcon Discover - subscription license (1 year) - 1 endpoint Mfg. Part#: CS.DISCB.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5400118	\$0.00	\$0.00
Falcon Complete - subscription license (1 year) - 1 license Mfg. Part#: CS.FALCOMPS.SVC.12M Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5400119	\$0.00	\$0.00
Falcon Overwatch - subscription license (1 year) - 1 endpoint Mfg. Part#: CS.OWB.SVC.T2.12M Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5400120	\$0.00	\$0.00

QUOTE DETAILS (CONT.)**CrowdStrike Threat Graph Standard - subscription license (1 year) - 1 licen**

1	5400122	\$0.00	\$0.00
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Mfg. Part#: CS.TGB.STD.12M

Electronic distribution - NO MEDIA

Contract: Washington NVP Software (ADSP016-130652 06016)

Falcon Complete Complimentary Customer Identification - subscription licen

1	6284569	\$0.00	\$0.00
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Mfg. Part#: CS.FALCOMPONBC.SOLN.12M

Electronic distribution - NO MEDIA

Contract: Washington NVP Software (ADSP016-130652 06016)

University LMS Subscription New Customer Access Pass - web-based training

1	5513533	\$0.00	\$0.00
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Mfg. Part#: RR.PSO.ENT.NCAP.12M

Electronic distribution - NO MEDIA

Contract: Washington NVP Software (ADSP016-130652 06016)

CrowdStrike Express Support - technical support - for CrowdStrike Falcon Ho

1	4915958	\$3,080.00	\$3,080.00
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Mfg. Part#: RR.HOS.ENT.EXPS.12M

Electronic distribution - NO MEDIA

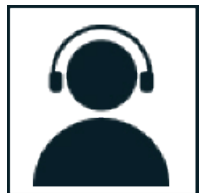
Contract: Washington NVP Software (ADSP016-130652 06016)

SUBTOTAL	\$28,755.00
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SHIPPING	\$0.00
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SALES TAX	\$2,875.50
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GRAND TOTAL	\$31,630.50
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PURCHASER BILLING INFO**Billing Address:**CITY OF EDGEWOOD
ACCOUNTS PAYABL
2224 104TH AVE E
EDGEWOOD, WA 98372-1513**Phone:** (253) 952-3299**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**CITY OF EDGEWOOD
MATT RAY
2224 104TH AVE E
EDGEWOOD, WA 98372-1513**Phone:** (253) 952-3299**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info****Tyler Leedy** | (877) 885-4399 | tyler.leedy@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$28,755.00	\$777.82/Month	\$28,755.00	\$896.29/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-017 – a motion approving June 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$165,439.67 and Vendor Check Number 25812 through 25821 with EFT and Direct Pay Payments in the amount of \$544,112.96. Total distributions submitted for review and authorization in the amount of \$709,552.63.	Agenda Item #: 4.D
	For Agenda of: 6/27/2023
	Prepared by: Brittany Murray, Stephanie Goff
Attachments (list): 1. 062723 Voucher Directory 2. 062723 Claims Register	
Approval of Materials: Brittany Murray, Stephanie Goff Rachel Pitzel, City Clerk/HR Director 6/22/2023 Dave Gray 6/22/2023 Daryl Eidinger 6/22/2023	Expenditure Required: \$709,552.63
	Amount Budgeted: \$709,552.63
	Timeline: N/A

Summary Statement:

Approving June 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$165,439.67 and Vendor Check Number 25812 through 25821 with EFT and Direct Pay Payments in the amount of \$544,112.96. Total distributions submitted for review and authorization in the amount of \$709,552.63.

Item History:

N/A

Recommended Action:

MOTION to adopt AB23-017 – a motion approving June 2023 Budgeted E as presented under the Consent Agenda.

Fiscal Note/Consideration:



Voucher Directory

Fiscal: : 2023 - June

Council Date: : 2023 - June - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
AHBL		Direct Pay Payment 6/22/2023 11:05:41 AM - 1	2023 - June - 2nd Council Meeting		
		139011			
			May Svcs-Edgewood Comprehensive Plan Periodic Update		
			004-058-000-558-60-41-03	Professional Services - Non reimbursable	\$4,125.00
				Edgewood Comprehensive Plan Periodic Update	
		Total 139011			\$4,125.00
		139152			
			May Svcs-Edgewood Prologis EIS		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$5,070.00
				Edgewood Prologis EIS	
		Total 139152			\$5,070.00
		Total Direct Pay Payment 6/22/2023 11:05:41 AM - 1			\$9,195.00
Total AHBL					\$9,195.00
Amazon Capital Services		Direct Pay Payment 6/22/2023 11:05:41 AM - 2	2023 - June - 2nd Council Meeting		
		1VRQ-FPFR-4XK3			
			May Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$487.45
				Misc. Office Supplies	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$60.45
				Supplies for Team Building Event	
			001-076-000-576-80-31-01	Operational Supplies	\$116.36
				Hand Soap for Parks Restrooms	
		Total 1VRQ-FPFR-4XK3			\$664.26
		1XVH-Q31K-PW7G			
			Credit		
			001-018-000-518-20-31-01	Office & Operational Supplies	(\$36.17)
				Return- Phone Case	
		Total 1XVH-Q31K-PW7G			(\$36.17)
		Total Direct Pay Payment 6/22/2023 11:05:41 AM - 2			\$628.09
Total Amazon Capital Services					\$628.09

Vendor	Number	Reference	Account Number	Description	Amount
Amazon Web Services					
	EFT Payment	6/22/2023 11:03:47 AM - 1	2023 - June - 2nd Council Meeting		
		1353434981			
			May Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$385.21
				Cloud Backup	
		Total	1353434981		\$385.21
		Total EFT Payment	6/22/2023 11:03:47 AM - 1		\$385.21
Total Amazon Web Services					\$385.21
Bush, Roed & Hitchings, Inc.					
	Direct Pay Payment	6/22/2023 11:05:41 AM - 3	2023 - June - 2nd Council Meeting		
		370267			
			May Svcs-Jovita Blvd E ROW		
			310-000-000-594-76-63-04	Interurban Trail Phase III	\$1,604.00
				Jovita Blvd E ROW	
		Total	370267		\$1,604.00
		Total Direct Pay Payment	6/22/2023 11:05:41 AM - 3		\$1,604.00
Total Bush, Roed & Hitchings, Inc.					\$1,604.00
CDW Government					
	Direct Pay Payment	6/22/2023 11:05:41 AM - 4	2023 - June - 2nd Council Meeting		
		SE2305193			
			COE 20023.04-MS Services		
			001-019-000-518-90-41-01	Gen'l Gov't-Professional Services	\$592.50
				COE 20023.04-MS Services	
		Total	SE2305193		\$592.50
		Total Direct Pay Payment	6/22/2023 11:05:41 AM - 4		\$592.50
Total CDW Government					\$592.50
Consolidated Press					
	Direct Pay Payment	6/22/2023 11:05:41 AM - 5	2023 - June - 2nd Council Meeting		
		30836*			
			Summer 2023 Magazine		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$3,895.52
				Summer 2023 Magazine	
		Total	30836*		\$3,895.52
		Total Direct Pay Payment	6/22/2023 11:05:41 AM - 5		\$3,895.52
Total Consolidated Press					\$3,895.52
Crystal Springs					
	EFT Payment	6/22/2023 11:03:47 AM - 2	2023 - June - 2nd Council Meeting		
		15787820 061423			
			June Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$162.27

Vendor	Number	Reference	Account Number	Description	Amount
				Water Delivery	
		Total 15787820 061423			\$162.27
		Total EFT Payment 6/22/2023 11:03:47 AM - 2			\$162.27
Total Crystal Springs					\$162.27
Grainger					
	EFT Payment 6/22/2023 11:03:47 AM - 3		2023 - June - 2nd Council Meeting		
	9732319141				
		June Purchases			
		410-000-000-531-38-31-01		Operational Supplies	\$111.56
				Splil Kit (Oil Spill)	
	Total 9732319141				\$111.56
	9732356614				
		June Purchases			
		410-000-000-531-38-31-01		Operational Supplies	\$106.39
				Maintenance Absorbant (Oil Spill)	
	Total 9732356614				\$106.39
	9738406132				
		June Purchases			
		001-018-000-518-30-32-02		Supplies/Parts - Vehicles & Equipment	\$53.14
				Back up alarm-Brush Cutter	
	Total 9738406132				\$53.14
	9739691534				
		June Purchases			
		001-076-000-576-80-35-01		Small Tools/Minor Equipment	\$751.36
				Replacement Sinks-Edgemont Park	
	Total 9739691534				\$751.36
	Total EFT Payment 6/22/2023 11:03:47 AM - 3				\$1,022.45
Total Grainger					\$1,022.45
Gray & Osborne, Inc					
25812			2023 - June - 2nd Council Meeting		
	1-G&O Prj. 21565.05				
		May-June Svcs Meridian Culvert Replacement			
		410-000-000-594-31-64-64		Infrastructure Spot Improvement	\$8,310.71
				Meridian Culvert Replacement (CIP SW-8)	
	Total 1-G&O Prj. 21565.05				\$8,310.71
	11-G&O Prj. 22585.00				
		May-June Svcs-City of Puyallup General Sewer Plan Update			
		401-000-000-594-35-61-01		Cap Improvements-Sewer Plan Update	\$1,559.47
				City of Puyallup General Sewer Plan Update	
	Total 11-G&O Prj. 22585.00				\$1,559.47

Vendor	Number	Reference	Account Number	Description	Amount
		21-G&O Prj. 21621.00			
			May-June Svcs-Chrisella Road East Safety Improvements		
			340-000-000-595-10-63-01	Capital Improvements-Engineering	\$3,248.43
				Chrisella Road East Safety Improvements	
		Total 21-G&O Prj. 21621.00			\$3,248.43
	Total 25812				\$13,118.61
Total Gray & Osborne, Inc					\$13,118.61
Les Schwab Tire Center					
	EFT Payment 6/22/2023 11:03:47 AM - 4		2023 - June - 2nd Council Meeting		
	42700374378				
		May Services			
		001-018-000-518-30-48-07		Maintenance & Repairs-Vehicles	\$65.91
				Tire Repair-Bobcat Mower	
	Total 42700374378				\$65.91
	42700376821				
		June Services			
		001-018-000-518-30-32-02		Supplies/Parts - Vehicles & Equipment	\$1,879.64
				New Tires (Vehicle #12)	
	Total 42700376821				\$1,879.64
	42700377241				
		June Services			
		001-018-000-518-30-32-02		Supplies/Parts - Vehicles & Equipment	\$1,091.17
				Brakes (Vehicle #12)	
	Total 42700377241				\$1,091.17
	Total EFT Payment 6/22/2023 11:03:47 AM - 4				\$3,036.72
Total Les Schwab Tire Center					\$3,036.72
Madrona Law Group, PLLC					
	Direct Pay Payment 6/22/2023 11:05:41 AM - 6		2023 - June - 2nd Council Meeting		
	11999				
		May Services			
		001-019-000-515-41-41-01		Legal Services-External	\$388.00
				Dhaliwal Project	
	Total 11999				\$388.00
	12000				
		May Services			
		001-019-000-515-41-41-01		Legal Services-External	\$9,996.50
				Edgewood v. Meacham	
	Total 12000				\$9,996.50
	12001				
		May Services			
		001-019-000-515-41-41-01		Legal Services-External	\$18,309.00
				General City Attorney Services	
	Total 12001				\$18,309.00

Vendor	Number	Reference	Account Number	Description	Amount
		12002			
			May Services		
			001-019-000-515-41-01	Legal Services-External	\$2,176.00
				Prologis Project	
		Total 12002			\$2,176.00
		Total Direct Pay Payment 6/22/2023 11:05:41 AM - 6			\$30,869.50
Total Madrona Law Group, PLLC					\$30,869.50
McLendon Hardware-Blue Tarp Credit Services					
		EFT Payment 6/22/2023 11:03:47 AM - 5		2023 - June - 2nd Council Meeting	
		F86038			
			April Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$68.42
				Irrigation Parts	
		Total F86038			\$68.42
		F97961			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$146.55
				Irrigation Parts-City Hall	
		Total F97961			\$146.55
		G09757			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$21.65
				Misc PW Supplies	
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$43.29
				Misc PW Supplies	
			410-000-000-531-38-31-01	Operational Supplies	\$43.29
				Misc PW Supplies	
		Total G09757			\$108.23
		G11384			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$137.15
				Irrigation Parts	
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$137.16
				Irrigation Parts	
		Total G11384			\$274.31
		G12523			
			May Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$135.61
				Irrigation Parts-City Hall/Park Supplies	
		Total G12523			\$135.61
		Total EFT Payment 6/22/2023 11:03:47 AM - 5			\$733.12
Total McLendon Hardware-Blue Tarp Credit Services					\$733.12

Vendor	Number	Reference	Account Number	Description	Amount
Nasim Landscape	25813			2023 - June - 2nd Council Meeting	
		8442-NL			
			June Maintenance		
			001-076-000-576-80-41-10	Parks Maintenance	\$3,624.50
				Edgewood Community Park	
		Total 8442-NL			\$3,624.50
	Total 25813				\$3,624.50
Total Nasim Landscape					\$3,624.50
National Barricade Co., LLC	25814			2023 - June - 2nd Council Meeting	
		300832			
			June Purchases		
			001-076-000-573-90-31-01	Operational Supplies	\$186.79
				Safety Cones for Traffic and City Events	
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$373.58
				Safety Cones for Traffic and City Events	
			410-000-000-531-38-31-01	Operational Supplies	\$373.58
				Safety Cones for Traffic and City Events	
		Total 300832			\$933.95
		674048			
			June Rental		
			001-018-000-518-30-41-01	Professional Services	\$771.40
				Reader Board for Town Hall Meeting	
		Total 674048			\$771.40
	Total 25814				\$1,705.35
Total National Barricade Co., LLC					\$1,705.35
NW Traffic, Inc.	25815			2023 - June - 2nd Council Meeting	
		23403			
			May Service		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$7,053.50
				Thermo Markings-Meridian Ave & 16th St E	
		Total 23403			\$7,053.50
	Total 25815				\$7,053.50
Total NW Traffic, Inc.					\$7,053.50
Office Depot				2023 - June - 2nd Council Meeting	
	EFT Payment 6/22/2023 11:03:47 AM - 6				
	314855728001				
			June Purchase		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$85.27
				City Hall Restroom Supplies	
		Total 314855728001			\$85.27

Vendor	Number	Reference	Account Number	Description	Amount
		314898015001			
			June Purchase		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$160.61
				White Board-L.Balisky	
		Total 314898015001			\$160.61
		315985604001			
			June Purchase		
			001-076-000-576-80-31-01	Operational Supplies	\$327.60
				Restroom Supplies-Parks	
		Total 315985604001			\$327.60
		317552728001			
			June Purchase		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$98.89
				Misc. Office Supplies	
		Total 317552728001			\$98.89
		Total EFT Payment 6/22/2023 11:03:47 AM - 6			\$672.37
Total Office Depot					\$672.37
O'Reilly Auto Parts					
		EFT Payment 6/22/2023 11:03:47 AM - 7	2023 - June - 2nd Council Meeting		
		3725-489056			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$14.83
				Supplies for vehicles	
		Total 3725-489056			\$14.83
		3725-489310			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$87.96
				Part for Trailer	
		Total 3725-489310			\$87.96
		3725-489318			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$27.30
				Vehicle Bulbs	
		Total 3725-489318			\$27.30
		3725-489499			
			May Returns		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	(\$87.96)
				Part for Trailer	
		Total 3725-489499			(\$87.96)
		3725-489902			
			May Returns		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	(\$27.30)
				Vehicle Bulbs	
		Total 3725-489902			(\$27.30)

Vendor	Number	Reference	Account Number	Description	Amount
		3725-490680			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$22.41
				Part for Mower	
		Total 3725-490680			\$22.41
		3725-491109			
			May Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$40.69
				Phone Charger-Vehicle #8	
		Total 3725-491109			\$40.69
		3725-492082			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$7.47
				Parts for Trailer	
		Total 3725-492082			\$7.47
		3725-493586			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$85.06
				Parts for Brush Cutter	
		Total 3725-493586			\$85.06
		3725-493588			
			May Purchases		
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$61.56
				Parts for Brush Cutter	
		Total 3725-493588			\$61.56
		Total EFT Payment 6/22/2023 11:03:47 AM - 7			\$232.02
Total O'Reilly Auto Parts					\$232.02
Pacifica Law Group					
		Direct Pay Payment 6/22/2023 11:05:41 AM - 7	2023 - June - 2nd Council Meeting		
		84098			
			May Services		
			001-019-000-515-41-41-01	Legal Services-External	\$773.50
				Northwood Estates West- Financial Guarantee (Bond)	
		Total 84098			\$773.50
		Total Direct Pay Payment 6/22/2023 11:05:41 AM - 7			\$773.50
Total Pacifica Law Group					\$773.50
Pierce County Auditor's Office					
		25816	2023 - June - 2nd Council Meeting		
		CI-334892			
			June Recording Fees		
			101-000-000-595-10-41-01	Professional Services-Capital Exp	\$1,087.50

Vendor	Number	Reference	Account Number	Description	Amount
				Recording Fees- Chrisella Road ROW Acquisitions	
		Total CI-334892			\$1,087.50
	Total 25816				\$1,087.50
Total Pierce County Auditor's Office					\$1,087.50
Pierce County Budget & Finance PW					
	25817			2023 - June - 2nd Council Meeting	
		CI-335402			
			May M&O Services		
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$45,171.63
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	\$176.39
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$493.74
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$90,275.45
		Total CI-335402			\$136,117.21
	Total 25817				\$136,117.21
Total Pierce County Budget & Finance PW					\$136,117.21
Pierce County Budget & Finance Sheriff					
	25818			2023 - June - 2nd Council Meeting	
		CI-334951			
			June Services		
			001-021-000-521-20-41-01	Police Services	\$253,304.17
				June Services	
		Total CI-334951			\$253,304.17
	Total 25818				\$253,304.17
Total Pierce County Budget & Finance Sheriff					\$253,304.17
Pitney Bowes					
	EFT Payment 6/22/2023 11:03:47 AM - 8			2023 - June - 2nd Council Meeting	
		8000-9090-1135-5653 June 2023			
			Postage Meter Refill		
			001-018-000-518-20-42-02	Postage	\$104.76
				Postage Meter Refill (used line of credit)	
		Total 8000-9090-1135-5653 June 2023			\$104.76
	Total EFT Payment 6/22/2023 11:03:47 AM - 8				\$104.76
Total Pitney Bowes					\$104.76

Vendor	Number	Reference	Account Number	Description	Amount
Puget Sound Energy					
		EFT Payment 6/22/2023 11:03:47 AM - 9	2023 - June - 2nd Council Meeting		
		300000011233 May 2023			
		May Statement			
			001-018-000-518-30-47-01	Electricity	\$6,988.78
				May Statement	
		Total 300000011233 May 2023			
		90789746			
			25th Street East Lighting		
			340-000-000-595-63-63-01	Improvements-Street Lighting	\$100.42
				25th Street East Lighting	
		Total 90789746			
		Total EFT Payment 6/22/2023 11:03:47 AM - 9			
Total Puget Sound Energy					\$7,089.20
Raedeke Associates, Inc.					
		Direct Pay Payment 6/22/2023 11:05:41 AM - 8	2023 - June - 2nd Council Meeting		
		60668			
			Prj 2018-097 May Services		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$42.50
				207-2 Deross Wetland Review- 2nd Review	
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$854.75
				109-4 Barth Estates Mitigation Site Review- 4th Review	
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$297.50
				208-1 Jones Short Plat- 1st Review	
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$212.50
				209-1 Webster- 1st Review	
		Total 60668			
		Total Direct Pay Payment 6/22/2023 11:05:41 AM - 8			
Total Raedeke Associates, Inc.					\$1,407.25
Refunds/Reimbursements Vendor					
		25819	2023 - June - 2nd Council Meeting		
		060123-HG	Hardeep S Goraya		
			Mileage Reimbursement		
			001-019-000-514-20-43-01	Travel & Training Costs	\$193.88
				Mileage Reimbursement-GFOA Conference	
		Total 060123-HG			
		Total 25819			
Total Refunds/Reimbursements Vendor					\$193.88

Vendor	Number	Reference	Account Number	Description	Amount
Rhay Design LLC					
	25820			2023 - June - 2nd Council Meeting	
		061123-RD			
				Summer 2023 Magazine Services	
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$2,000.00
				Summer 2023 Magazine Services	
		Total 061123-RD			\$2,000.00
	Total 25820				\$2,000.00
Total Rhay Design LLC					\$2,000.00
Shell					
		EFT Payment 6/22/2023 11:03:47 AM - 10		2023 - June - 2nd Council Meeting	
		89727088			
				May Statement	
			001-018-000-518-30-32-01	Fuel	\$3,018.45
				May Statement	
		Total 89727088			\$3,018.45
		Total EFT Payment 6/22/2023 11:03:47 AM - 10			\$3,018.45
Total Shell					\$3,018.45
Siemens Industry, Inc.					
		Direct Pay Payment 6/22/2023 11:05:41 AM - 9		2023 - June - 2nd Council Meeting	
		5330944128			
				PO 2022058	
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$2,917.92
				PO 2022058- Replace Fire Alarm Control Panel	
		Total 5330944128			\$2,917.92
		Total Direct Pay Payment 6/22/2023 11:05:41 AM - 9			\$2,917.92
Total Siemens Industry, Inc.					\$2,917.92
Sound Electronics					
	25821			2023 - June - 2nd Council Meeting	
		514728			
				Annual Fire Alarm Monitoring	
			001-018-000-518-30-46-01	Alarm Monitoring	\$409.20
				Annual Fire Alarm Monitoring	
		Total 514728			\$409.20
	Total 25821				\$409.20
Total Sound Electronics					\$409.20
Transpo Group					
		Direct Pay Payment 6/22/2023 11:05:41 AM - 10		2023 - June - 2nd Council Meeting	
		30431			
				Prj. 1.21147.00 Town Center Zoning District	
			004-058-000-558-60-41-22	Prof Svcs-Town Center Masterplan	\$2,630.00

Vendor	Number	Reference	Account Number	Description	Amount
				Town Center Zoning District	
		Total 30431			\$2,630.00
		30434			
			Prj. 1.21147.00 Meridian Avenue Corridor Study		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$8,561.25
				Meridian Avenue Corridor Study	
		Total 30434			\$8,561.25
		30437			
			Prj. 1.21147.00 ARCO Concurrency		
			004-058-000-558-60-41-03	Professional Services - Non reimbursable	\$3,508.75
				ARCO Concurrency	
		Total 30437			\$3,508.75
		30438			
			Prj. 1.21147.00 Tyee Ranch Concurrency		
			004-058-000-558-60-41-03	Professional Services - Non reimbursable	\$2,508.75
				Tyee Ranch Concurrency	
		Total 30438			\$2,508.75
		30439			
			Prj. 1.21147.00 Homestretch Farms Concurrency		
			004-058-000-558-60-41-03	Professional Services - Non reimbursable	\$1,958.75
				Homestretch Farms Concurrency	
		Total 30439			\$1,958.75
		30520			
			Prj. 1.21147.00 Prologis EIS		
			004-058-000-558-60-41-01	Professional Services - Reimbursable	\$11,325.00
				Prologis EIS	
		Total 30520			\$11,325.00
		30527			
			Prj. 1.21147.00 ADA Self-Evaluation and Transition Plan		
			001-076-000-576-80-41-01	Professional Services	\$6,917.50
				ADA Self-Evaluation and Transition Plan	
			101-000-000-542-30-41-01	Roadway-Professional Service	\$6,917.50
				ADA Self-Evaluation and Transition Plan	
		Total 30527			\$13,835.00
		Total Direct Pay			\$44,327.50
		Payment 6/22/2023 11:05:41 AM -			
		10			
Total Transpo Group					\$44,327.50

Vendor	Number	Reference	Account Number	Description	Amount
US Bank ACH/EFT					
		EFT Payment 6/22/2023 11:05:31 AM - 1		2023 - June - 2nd Council Meeting	
		060723-USBank			
			May Safekeeping Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$32.00
				May Safekeeping Fees	
		Total 060723-USBank			\$32.00
		061423-USBank			
			May Customer Analysis Fees		
			001-019-000-514-20-42-05	Bank & Bond Fees	\$1,188.32
				Customer Analysis Fees	
		Total 061423-USBank			\$1,188.32
		Total EFT Payment 6/22/2023 11:05:31 AM - 1			\$1,220.32
Total US Bank ACH/EFT					\$1,220.32
US Bank Corporate Payment System					
		EFT Payment 6/22/2023 11:03:47 AM - 11		2023 - June - 2nd Council Meeting	
		052523-USBank			
			May Statement		
			001-013-000-513-10-43-01	Travel/Training Costs	\$35.00
				S.Goff-PSFOA-May Meeting-D.Gray	
			001-013-000-513-10-43-01	Travel/Training Costs	\$475.00
				D.Eidinger-Assoc. of WA Cities-AWC Annual Conference	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$25.80
				D.Eidinger-Ebay-Replacement Light Bulbs-Inside City Hall	
			001-018-000-518-20-31-13	Safety Equipment	\$22.80
				J.Bartelson-Headrest Mount for First Aid Kits- City Vehicle	
			001-018-000-518-20-31-53	PPE-Personal Protective Equipment	\$130.24
				J.Ward-Georgia Boot-Work Boots	
			001-018-000-518-20-31-53	PPE-Personal Protective Equipment	\$247.71
				H.Aelua-Red Wing-Work Boots	
			001-018-000-518-20-43-04	Employee Meals	\$242.08
				J.Metzler-Nat'l Emerg. Training Center-Meal Plan-Emerg. Mgmt Conference	
			001-018-000-518-30-32-02	Supplies/Parts - Vehicles & Equipment	\$248.18
				B.Whitman-NW Wire Rope-Safety Chain for Trailers	
			001-018-000-518-30-41-01	Professional Services	\$3,622.48
				R.Pitzel-Click2Mail-Town Hall Meeting Mailer	
			001-018-000-518-85-49-03	Computer Subscriptions	\$69.00
				M.Ray-Netflare-Email Security Service	
			001-018-000-518-85-49-04	Subscriptions	\$132.00
				J.S-Herrera-LucidPress-Annual Magazine Editing Software	
			001-019-000-514-20-43-01	Travel & Training Costs	\$535.00
				S.Goff-GFOA-Annual Conference- H.Goraya	
			001-019-000-514-20-43-01	Travel & Training Costs	\$563.55
				S.Goff-Inn at Conv. Center-GFOA Conference Lodging- H.Goraya	

Vendor	Number	Reference	Account Number	Description	Amount
			001-019-000-514-20-43-01	Travel & Training Costs	\$35.00
				S.Goff-PSFOA-May Meeting-H.Goraya	
			001-019-000-514-20-49-01	Memberships & Subscriptions	\$190.00
				S.Goff-GFPA-Membership Fee	
			001-021-000-521-20-31-05	Supplies-Misc	\$21.98
				D.Eidinger-Safeway-Donuts for Shred Event (PD Event)	
			001-021-000-521-40-43-01	Training/Travel Costs	\$242.08
				S.Goff-FEMA-Meal Plan- Emerg. Mgmt Conference- S.Phillips	
			001-076-000-573-90-31-01	Operational Supplies	\$35.19
				B.Whitman-Harbor Freight-Misc. Supplies/Tools for Trucks	
			001-076-000-576-80-31-01	Operational Supplies	\$520.89
				B.Whitman-Ewing-Irrigation Parts	
			001-076-000-576-80-31-01	Operational Supplies	\$94.96
				J.Bartelson-Lloyd Enterprises-Topsoil- Community Garden (Nelson Farm)	
			001-076-000-576-80-31-01	Operational Supplies	\$94.96
				J.Bartelson-Lloyd Enterprises-Topsoil- Community Garden (Nelson Farm)	
			001-076-000-576-80-31-01	Operational Supplies	\$158.33
				B.Murray-Costco-Trash Bags for Parks	
			001-076-000-576-80-31-01	Operational Supplies	\$65.50
				B.Whitman-Ewing-Irrigation Parts	
			001-076-000-576-80-31-01	Operational Supplies	\$72.28
				B.Whitman-Sarco-Cleaning Supplies-Park Restrooms	
			001-076-000-576-80-32-01	Fuel	\$68.04
				B.Whitman-Ferrell Gas-Propane for Mower	
			004-058-000-558-50-43-01	Travel/Training Costs	\$60.00
				G.Mehr-WWC Chapter ICC-Energy Code Training	
			004-058-000-558-50-43-01	Travel/Training Costs	\$30.00
				J.Tumelson-WWC Chapter ICC-Local ICC Training	
			004-058-000-558-50-43-01	Travel/Training Costs	\$50.00
				J.Curbow-WABO-COAP Fall Registration Fee	
			004-058-000-558-50-49-01	Memberships	\$30.00
				J.Tumelson-WWC Chapter ICC-Local ICC Membership Dues	
			004-058-000-558-50-49-01	Memberships	\$145.00
				J.Tumelson-ICC-Annual Dues	
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$70.37
				B.Whitman-Harbor Freight-Misc. Supplies/Tools for Trucks	
			410-000-000-531-38-31-01	Operational Supplies	\$70.37
				B.Whitman-Harbor Freight-Misc. Supplies/Tools for Trucks	
			410-000-000-531-38-43-01	Training/Travel Costs	\$223.72
				J.Blaine-Coast Wenatchee Center-Lodging-MuniCon	
			410-000-000-531-38-43-01	Training/Travel Costs	\$223.72
				J.Ward-Coast Wenatchee Center-Lodging-MuniCon	
			410-000-000-531-38-43-01	Training/Travel Costs	\$223.72
				T.Roland-Coast Wenatchee Center-Lodging-MuniCon	
			410-000-000-531-38-43-04	Meals Expense	\$83.46
				J.Ward-Meals-MuniCon (J.Blain, T.Roland, J.Ward)	

Vendor	Number	Reference	Account Number	Description	Amount
			501-000-000-594-18-65-03	City Equipment	\$3,222.23
				D.Eidinger-James G Murphy-2007 Wanco Message Board	
			501-000-000-594-18-65-03	City Equipment	\$838.91
				D.Eidinger-GovDeals-2012 Wanco Message Board	
			650-000-000-589-30-00-09	Suspense	(\$1,608.18)
				B.Whitman-Apple.com-Fraudulent Charge-Credit	
			Total 052523-USBank		\$11,611.37
			Total EFT Payment 6/22/2023 11:03:47 AM - 11		\$11,611.37
			Total US Bank Corporate Payment System		\$11,611.37
Grand Total		Vendor Count	32		\$544,112.96

City of Edgewood 2023

June 27th 2023 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>DCP EFT 6/15/23</u>	Deferred Compensation Program	6/15/2023	\$19,851.79
<u>Direct Deposit Run -</u>	Payroll Vendor	6/15/2023	\$101,723.94
<u>DRS EFT 6/15/23</u>	Dept of Retirement Systems	6/15/2023	\$23,394.09
<u>DSHS-DCS EFT</u>	WA State Support Registry	6/15/2023	\$719.00
<u>IRS 941 EFT 6/15/23</u>	IRS 941	6/15/2023	\$19,750.85
Total			\$165,439.67
Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
25811 Last Number Issued Previous Authorization			
<u>25812</u>	Gray & Osborne, Inc	6/27/2023	\$13,118.61
<u>25813</u>	Nasim Landscape	6/27/2023	\$3,624.50
<u>25814</u>	National Barricade Co., LLC	6/27/2023	\$1,705.35
<u>25815</u>	NW Traffic, Inc.	6/27/2023	\$7,053.50
<u>25816</u>	Pierce County Auditor's Office	6/27/2023	\$1,087.50
<u>25817</u>	Pierce County Budget & Finance PW	6/27/2023	\$136,117.21
<u>25818</u>	Pierce County Budget & Finance Sheriff	6/27/2023	\$253,304.17
<u>25819</u>	Goraya, Hardeep S	6/27/2023	\$193.88
<u>25820</u>	Rhay Design LLC	6/27/2023	\$2,000.00
<u>25821</u>	Sound Electronics	6/27/2023	\$409.20
<u>Direct Pay Payment</u>	AHBL	6/27/2023	\$9,195.00
<u>Direct Pay Payment</u>	Transpo Group	6/27/2023	\$44,327.50
<u>Direct Pay Payment</u>	Amazon Capital Services	6/27/2023	\$628.09
<u>Direct Pay Payment</u>	Bush, Roed & Hitchings, Inc.	6/27/2023	\$1,604.00
<u>Direct Pay Payment</u>	CDW Government	6/27/2023	\$592.50
<u>Direct Pay Payment</u>	Consolidated Press	6/27/2023	\$3,895.52
<u>Direct Pay Payment</u>	Madrona Law Group, PLLC	6/27/2023	\$30,869.50
<u>Direct Pay Payment</u>	Pacifica Law Group	6/27/2023	\$773.50
<u>Direct Pay Payment</u>	Raedeke Associates, Inc.	6/27/2023	\$1,407.25
<u>Direct Pay Payment</u>	Siemens Industry, Inc.	6/27/2023	\$2,917.92
<u>EFT Payment</u>	Amazon Web Services	6/27/2023	\$385.21
<u>EFT Payment</u>	Shell	6/27/2023	\$3,018.45
<u>EFT Payment</u>	US Bank Corporate Payment System	6/27/2023	\$11,611.37
<u>EFT Payment</u>	Crystal Springs	6/27/2023	\$162.27
<u>EFT Payment</u>	Grainger	6/27/2023	\$1,022.45
<u>EFT Payment</u>	Les Schwab Tire Center	6/27/2023	\$3,036.72
<u>EFT Payment</u>	McLendon Hardware-Blue Tarp Credit Services	6/27/2023	\$733.12
<u>EFT Payment</u>	Office Depot	6/27/2023	\$672.37
<u>EFT Payment</u>	O'Reilly Auto Parts	6/27/2023	\$232.02
<u>EFT Payment</u>	Pitney Bowes	6/27/2023	\$104.76
<u>EFT Payment</u>	Puget Sound Energy	6/27/2023	\$7,089.20
<u>EFT Payment</u>	US Bank ACH/EFT	6/27/2023	\$1,220.32
Total Claims Voucher Distribution			\$544,112.96
Total Distribution Submitted for Review & Authorization			\$709,552.63
Authorization Adjustments:			
Total Distribution Net of Prior Authorized Adjustments			\$709,552.63
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	



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0677 - Resolution 23-0677 adopting the 2023 Final Docket for annual amendments to Edgewoods Comprehensive Plan	Agenda Item #: 4.E
	For Agenda of: 6/27/2023
	Prepared by: Evan Hietpas, Lauren Balisky
Attachments (list): 1. Resolution 22-0677 2023 Comprehensive Plan - Final Docket 2. 22-008CODE staff report 3. 22-008CODE Application Materials Packet 4. Planning Commission Recommendation	
Approval of Materials: Evan Hietpas, Lauren Balisky Rachel Pitzel, City Clerk/HR Director 6/22/2023 Dave Gray 6/22/2023 Daryl Eidinger 6/22/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: • 06/20/2023: Study Session • 06/27/2023: Regular Council Meeting

Summary Statement: Once each year, Washington State law allows cities to amend their comprehensive plan. Per EMC 18.60.130, the City of Edgewood accepts applications from any interested person to submit proposals to change language in the comprehensive plan, future land use designations, a concurrent change to a zoning designation, or changes to the development regulations (e.g. zoning, environmental, and other construction codes).

To be considered for the 2023 Final Docket, applications must be submitted between January 1, 2022, and December 31, 2022. In 2023, the Preliminary Docket includes one (1) request:

- Greenbelt Apartments (File No. 22-008CODE): 9917 24th Street East, Tax Parcel No. 0420091014, located immediately east of Northwood Elementary School. Proposal to change the future land use designation of the property from Public to Town Center with a concurrent rezone from Public (P) to Town Center (TC). Applicant: Furr Engineering | Property Owner: Dhaliwal TC Landing LLC

Staff provided a detailed report of the request for review and consideration, included as Attachment 1. Submitted application materials are included in Attachment 2.

The "Preliminary Docket" proposal was reviewed at the June 12, 2023, Planning Commission public hearing. The Director recommended excluding the proposal from the 2023 Final Docket and including the proposal for review with the 2024 Periodic Comprehensive Plan Update, to ensure that the proposal was evaluated concurrently so the cumulative effect of the various updates could be ascertained, consistent with RCW

36.70A.130(2)(b).

The final recommendation of the Planning Commission (Attachment 3) must be considered by City Council.

Placement on the “final docket” does not guarantee that the proposal will be approved. It only means that there will be further detailed analysis by City staff and the Planning Commission. Only proposals placed on the “final docket” for additional analysis may be considered for adoption.

Item History:

- File No. 22-008CODE was submitted on November 28, 2022.
- The application was deemed complete on December 30, 2022.
- Planning Commission Preliminary Docket Public Hearing on June 12, 2024.
- City Council Study Session on June 20, 2023.

Recommended Action:

MOTION to adopt **AB23-0677** - Resolution 23-0677 adopting the 2023 Final Docket for annual amendments to Edgweoods Comprehensive Plan

Fiscal Note/Consideration:

The permit processing fees totaling \$8,880.00 were charged at a rate that accounts for anticipated planning costs and budget for the proposed amendments relating to this request. If the proposal is not placed on the 2023 Final Docket or reviewed with the 2024 Periodic Comprehensive Plan Update, all or a portion of the permit fees will be refunded to the applicant.

RESOLUTION NO. 23-0677

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, ADOPTING THE 2023 FINAL DOCKET FOR ANNUAL AMENDMENTS TO EDGEWOOD'S COMPREHENSIVE PLAN.

WHEREAS, RCW 36.70A.130 of the Growth Management Act generally allows cities and counties to consider comprehensive plan amendments no more frequently than once every year; and

WHEREAS, except in special circumstances (RCW 36.70A.130(2)(a)), the City may consider amendments to the City's Comprehensive Plan once a year; and

WHEREAS, the City of Edgewood City Council has established a process and criteria for making modifications to the City's Comprehensive Plan in EMC Chapter 18.60, including text and map amendments in accordance with the Growth Management Act and State Law; and

WHEREAS, the City proposed no amendments to the comprehensive plan for 2023; and

WHEREAS, the City received one (1) comprehensive plan amendment proposal for 2023 related to a site-specific request to change the future land use designation with concurrent rezone for Tax Parcel No. 0420091014 from Public to Town Center (22-008CODE); and

WHEREAS, in accordance with the Edgewood Municipal Code (EMC) Section 18.60.140, the City's Planning Director ("Director") maintained a preliminary docket and prepared a report concerning which suggested amendments the director believed should be placed on the final docket for consideration during the annual amendment process; and

WHEREAS, the Director recommended excluding the proposal from the 2023 Final Docket and including evaluation of the proposal with the 2024 Periodic Comprehensive Plan Update; and

WHEREAS, on June 12, 2023, the Planning Commission held a duly-noticed public hearing on the preliminary docket and made the recommendation to City Council that file number 22-008CODE should be excluded from the 2023 Final Docket and evaluated with the 2024 Periodic Comprehensive Plan Update;

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

Section 1. Adoption of Findings. The City of Edgewood City Council does hereby resolve to exclude the proposal (22-008CODE) from the 2023 Final Docket.

Section 2. Planning Commission Review. The Edgewood Planning Commission is hereby directed to review the proposal (22-008CODE) with the 2024 Periodic Comprehensive Plan Update and to make a recommendation on whether the proposal, or some modification thereof, should be adopted or denied. The Edgewood Planning Commission is directed to complete its review, to conduct such public hearings as may be required, and to forward its recommendation to the Edgewood City Council with its recommendation for the 2024 Period Comprehensive Plan Update, prior to the deadline established in RCW 36.70A.130, as existing (December 31, 2024) or as amended.

Section 3. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 27TH DAY OF JUNE, 2023

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



Annual Comprehensive Plan Amendments (2023) Preliminary Docket Planning Commission Public Hearing EMC 18.60.140

City of Edgewood ■ 2224 104th Ave East ■ Edgewood, Washington 98372-1513 ■ 253-952-3299

Staff Report & Recommendation

To: City of Edgewood Planning Commission
From: Lauren Balisky, AICP, Community & Economic Development Director
Evan Hietpas, Senior Planner
Date Prepared: June 8, 2023
File: Greenbelt Apartments
City of Edgewood File #22-0008CODE

SECTION I. INTRODUCTION

A. Application Information

Applicant: Furr Engineering Services
Dean Furr
4715 142nd Pl SW, #B
Edmonds, WA 98026
Property Owner: Dhaliwal TC Landing
15 S Grady Way, Suite 527
Renton, WA 98057
Site Location: 9917 24th Street E
Parcel Number(s): 0420091014
Future Land Use Designation: Public
Zoning: Public (P)
Requested Action: Change the future land use designation of the property from Public to Town Center with a concurrent rezone from Public (P) to Town Center (TC).
Review Process: Process V, Legislative Action

Permit Documents: All supporting documents are available on the City of Edgewood Public Permit Portal at portal.cityofedgewood.org or by request from the Community & Economic Development Department via email (comdev@cityofedgewood.org) or phone (253-952-3299).

Page 1 of 8

State Environmental Policy Act (SEPA) Determination: If any requests are placed on the final docket for this annual comprehensive plan update cycle, the City will follow all applicable SEPA rules and regulations for non-project actions.

Application Submitted: November 28, 2022

Notice of Complete Application: December 30, 2022

Notice of Public Hearing: May 26, 2023

SECTION II. BACKGROUND INFORMATION

A. Project Description

Proposal to change the future land use designation of tax parcel 0420091014 from Public to Town Center with a concurrent rezone from Public (P) to Town Center (TC). The applicant has included a site plan showing a proposed mixed-use development, including multi-family residential buildings with 40 units and an 1,800 square foot commercial building. Mixed-use development is not an allowed use in Public zoning but would be an allowed use in Town Center zoning.

B. Existing Site/Vicinity Conditions

Gross Site Area (Parcel A): 4.10 acres (178,596 square feet)

Current Land Use: Undeveloped Vacant Land

Site Description: The site slopes gradually to the south throughout. Movement of surface water runoff across the site is generally to the south to the stream (Simon's Creek) which merges south of 24th Street East. An on-site Category III wetland and flooding hazard area occupies a substantial amount of land area on the eastern portion of the property.

Critical Areas: ☐ The site contains no critical areas.

☒ The site contains the following types of critical areas:

- ☒ Wetland Buffers (Chapter 14.40 EMC)
- ☒ Critical Fish and Wildlife Habitat Areas (Chapter 14.50 EMC)
- ☒ Aquifer Recharge and Wellhead Protection Areas (Chapter 14.60 EMC)
- ☐ Volcanic Hazard Areas (Chapter 14.70 EMC)
- ☒ Flood Hazard Areas (Chapter 14.80 EMC)
- ☐ Landslide Hazard Areas (Chapter 14.90 EMC)
- ☐ Seismic (Earthquake) Hazard Areas (Chapter 14.100 EMC)
- ☐ Erosion Hazard Areas (Chapter 14.110 EMC)
- ☐ Natural Resource Lands (Chapter 14.120 EMC)

Neighboring Development and Zoning

North:	Existing Use:	Jupiter Tennis Center
	Current Zoning:	Town Center (TC)
	Future Land Use:	Town Center (TC)
South:	Existing Use:	Agricultural
	Current Zoning:	Single Family High (SF-5)
	Future Land Use:	Single Family High (SF-5)
East:	Existing Uses (2 parcels):	Edgewood Counseling and Wellness Center Cobalt Self Storage
	Current Zoning:	Town Center (TC)
	Future Land Use:	Town Center (TC)
West:	Existing Use:	Northwood Elementary School
	Current Zoning:	Public (P)
	Future Land Use:	Public (P)

SECTION III. DOCKETING PROCESS AND CRITERIA

The Planning Commission shall have the authority to hold a public hearing on any proposed comprehensive plan amendments and provide a recommendation to the City Council. A preliminary docket shall be maintained by the Director, which shall consist of the following:

- Applications submitted before the December 31st deadline to amend the comprehensive plan;
- Amendments suggested during the year by citizens, the Planning Commission, City Council, staff, departments, or other agencies.

In 2023, the preliminary docket includes one (1) request, Greenbelt Apartments (#22-008CODE).

A. Docket Criteria

After compiling the preliminary docket, City staff shall review the suggested amendments and prepare a report concerning which suggested amendments should be placed on the final docket for consideration during the annual amendment process. The following criteria should be considered when setting a final docket for the annual update process:

1. The availability of sufficient planning staff to substantively review the suggested amendments and manage the public review process with available staff;

Staff Analysis: The most efficient use of staff's time would be to analyze this proposal as a part of the 2024 Comprehensive Plan Periodic Update. However, the proposed amendment does not appear to be overly complex, and staff anticipates having the ability to reviewing it further as a part

of the 2023 annual update process if the Planning Commission and City Council feel it is a priority issue.

2. Anticipated planning costs and budget for processing the suggested amendments;

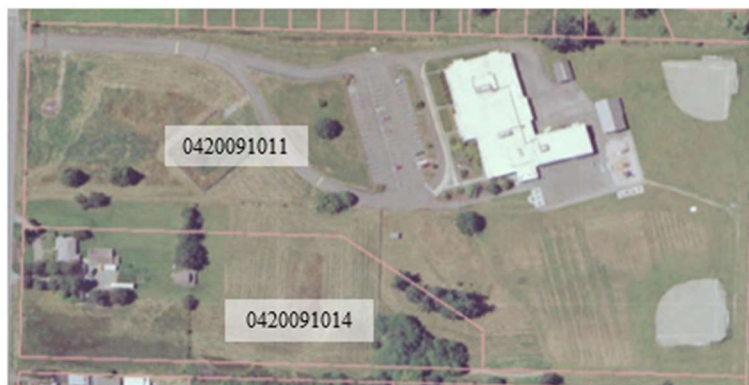
Staff Analysis: The permit processing fees totaling \$8,880.00 were charged at a rate that should account for anticipated planning costs and budget for the proposed amendments relating to this request.

It is worth noting that if the proposal is not placed on the final docket, all or a portion of the permit fees will be refunded to the applicant.

3. Whether the same area or issue was studied during the last amendment process and conditions in the immediate vicinity have significantly changed so as to make the requested change within the public interest;

Staff Analysis: Northwood Elementary is located on tax parcel 0420091011, directly west of the subject property of this Comprehensive Plan amendment request, tax parcel 0420091014. Northwood Elementary originally opened in 1974, expanded in 1976, and was replaced by a new building in 2019. The Puyallup School District purchased parcel 0420091014 on July 1, 1997. At that time, the City of Edgewood was using the Pierce County North Hill Community Plan as the City's interim Comprehensive Plan.

In 2001, the City adopted its first Comprehensive Plan. The Public land use designation and zoning district have been in place since then, and the intent and purpose of the designation and zone has remained consistent over time. The current Comprehensive Plan states, "The Public designation is intended for moderate-scale and large-scale activities relating to the purpose of state and local governmental entities and semi-public institutions providing necessary public services. Allowable uses include civic, utility and recreation uses. Compatible uses are also allowed."



North →

- 2005 aerial image from Pierce County Public GIS, showing Northwood Elementary and "Greenbelt Apartments" property.

In 2010, the Puyallup School District demolished four structures on parcel 0420091014, and the parcel is now vacant.

In 2022, the Puyallup School District declared the subject parcel was surplus to the long-term needs of the district. This Comprehensive Plan amendment proposal is the first time that this area and issue have been considered for a land use designation and zoning change since the City of Edgewood's 2001 Comprehensive Plan. The only change in conditions for this specific site is that it was recently purchased by Dhaliwal TC Landing LLC



4. Whether the proposed amendment is consistent with the comprehensive plan's overall vision; and

2015 Comprehensive Plan Vision Statement: "In 2035, we have preserved our rural small town character, family-friendly neighborhoods and our trees and open spaces. Town Center is our commercial hub and home to a vibrant local economy. Pedestrian and bike paths connect people and places throughout our community. We are fiscally sustainable, providing high quality public services within our financial capacity. Similarly, we strive to be environmentally sustainable, living within the capacity of our natural systems. We are a community of active citizens who are engaged in the decisions that shape our future and make Edgewood a unique and special place."

Land Use Goal I.: "Establish a future land use pattern that is consistent with the City's vision."

- Policy j., "The Town Center designation is intended to support a well-designed, pedestrian-friendly community center that reflects Edgewood's unique local character and rural roots. It allows for a range of uses including a variety of vertical and horizontal mixed use development, pedestrian-oriented retail, multifamily residential, senior housing and civic uses. Compatible uses are also allowed."
- Policy n., "The Public designation is intended for moderate-scale and large-scale activities relating to the purpose of state and local governmental entities and semi-public institutions providing necessary public services. Allowable uses include civic, utility and recreation uses. Compatible uses are also allowed."

Staff Analysis: The proposed amendment to change the future land use designation and zoning of the property from Public to Town Center appears to be consistent with the community's vision.

Considering that the Puyallup School District does not own the property anymore, future development may align more closely with the Town Center designation than the Public designation. The applicant is proposing a mixed-use development if the comprehensive plan amendment is adopted, which aligns with the vision of the Town Center designation.

However, the wetland and flood hazard areas located on the eastern portion of the property provides physical separation from Town Center. The future proposed development that includes multi-family residential units has traffic impacts that are typically at or near the same time as school drop-off/pick-up times. Uses that generate peak traffic at a different time than the school may be a more compatible use for the site considering the potential traffic, access, and safety concerns.

5. Whether the proposed amendment meets existing state and local laws, including the Growth Management Act.

Staff Analysis: The proposed amendments do not appear to conflict with applicable laws, but this would be further evaluated if the request is placed on the final docket.

B. Environmental Critical Areas

The subject property contains environmental critical areas associated with Dhaliwal TC Landing, permit file #20-1348. It is appropriate to include additional information relating to these critical areas for consideration of the proposed comprehensive plan amendment. The associated land use and critical areas permits have not been approved as of the date of this staff report.

1. Wetlands

The City has received wetland reports documenting a wetland on site as a Category 3, with a Habitat Score of 4. The Dhaliwal TC Landing project, located along Meridian, will cause unavoidable impacts to the wetland, which requires compensatory mitigation. The City has received a wetland mitigation and monitoring plan, and all mitigation work is proposed on the subject parcel of this comprehensive plan amendment request.

The feasibility of the proposed mixed-use development on this property is still uncertain. It is worth noting that the applicant is proposing development on a 1.5 acre portion of the property (27 dwelling units per acre) and setting aside the remaining property area for wetland protection and mitigation.

2. Flood Hazard Areas

The southernmost portion of the 100th Avenue East right-of-way and southeast portion of Parcel No. 0420091014 contains area mapped as Shaded Zone X on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM). Development in floodplains requires a flood development permit, however, the City has not yet received an application for a flood development permit for the Dhaliwal TC Landing project.

The feasibility of future mixed-use development on this property is still uncertain because it is unclear how much area of the site will be needed for compensatory storage or mitigation.

C. Additional Items for Consideration

1. 2024 Comprehensive Plan Periodic Update

The City will complete a holistic review of all land use designations and zoning boundaries throughout Edgewood as a part of the 2024 Periodic Update. This site-specific Comprehensive Plan amendment application may benefit from the inclusion in the periodic update process to better analyze all considerations, including possible land use and zoning changes to nearby properties.

2. Access

Per the Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County, "Minor Driveway Approaches" shall be located a minimum of 125 feet from an intersection. The 125 feet is measured from the intersecting road right-of-way line to the nearest edge of the access. Minor Driveway Approaches on a local road feeder or an arterial roadway shall be located a minimum of 20 feet from the side property line, as measured from the property line to the nearest edge of the access. Alternatively, they may be located on the property line as a shared access.

The site plan drawing submitted shows a potential mixed-use development with a driveway approach that is located approximately 80 feet to the east of the Northwood Elementary driveway. Upon initial review for the City's Public Works Director, the proposed driveway location appears to be the maximum separation possible between the two access points and is a reasonable distance between driveways.

Northwood Elementary is experiencing bus cancellations from time to time due to a bus driver shortage. Bus cancellations add parent traffic on 24th St E which could potentially impede the proposed access point for a short period of time during school dismissal.

Additionally, the City's future parallel road network includes a connection at 100th Avenue East, approximately 170 feet east of the proposed access.

North ↑

- Map showing (from left to right)
Northwood Elementary driveway, proposed
access location for mixed-use development,
and City's parallel road network future local
road location.



SECTION IV. PUBLIC COMMENTS

No public comments were submitted for the public hearing on the final docket as of 5:00 PM on Thursday June 8, 2023, when this report was finalized. Any public comment submitted prior to or at the Public Hearing on June 12, 2023, will be entered into the official file record, and considered by the Planning Commission and City Council accordingly.

SECTION V. RECOMMENDATION

Based upon the application and submitted plans, the Director recommends **excluding** the Greenbelt Apartments File No. 22-008CODE proposal in the 2023 Annual Comprehensive Plan Update Final Docket and **including** consideration of this amendment with the 2024 Periodic Comprehensive Plan Update.

Lauren Balisky

Digitally signed by Lauren

Balisky

Date: 2023.06.08 16:59:29 -07'00'

Lauren Balisky, AICP, Director

Community and Economic Development Department

Date

SECTION VI. LEGISLATIVE REVIEW PROCEDURE

Following the June 12, 2023 public hearing, the Planning Commission shall provide a recommendation identifying the suggested amendments that it is recommending for consideration by the City Council during the annual amendment final docket-setting process. The Planning Commission's recommendation shall be based upon the perceived need, urgency and appropriateness of the suggested amendment.

The City Council shall review and consider the Planning Commission's recommended final docket at a regularly scheduled council meeting, scheduled for June 20, 2023. The City Council may adopt the Planning Commission's recommended final docket without a public hearing; however, in the event that a majority of the City Council decides to add or subtract suggested amendments, it shall first hold a public hearing, noticed as set forth in EMC 18.60.070. The City Council's decision to adopt the final docket does not constitute a decision or recommendation that the substance of any site-specific amendment or suggested amendment be adopted.

LAND USE APPLICATION



Planning and Land Use

2224 104th Ave E

Edgewood, WA 98372

253.952.3299

comdev@cityofedgewood.org

FILE NUMBER: **22-008CODE**

A complete Land Use Application shall include the following items:

- | | |
|--|--|
| ☐ Signed and completed application form | ☐ Completed submittal checklist |
| ☐ Signed and completed owner authorization affidavit | ☐ All required checklist items |
| ☐ Signed and completed Financially Responsible Party Form | ☐ Applicable fee(s) |

☒ COMPREHENSIVE PLAN AMENDMENT

☒ ZONING

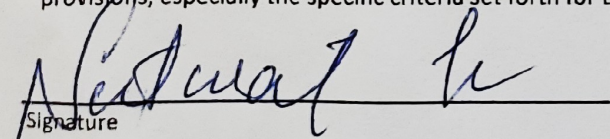
☐ SPECIFIC USE: _____

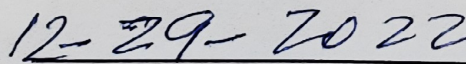
PROJECT NAME Greenbelt Apartments		
APPLICANT Satwant Singh	PHONE (206) 391-3311	EMAIL pmvrsingh@gmail.com
ADDRESS (Street, City, State, Zip) 15 S Grady Way, Suite 527, Renton WA 98057		
PROPERTY OWNER Puyallup School District #3	PHONE Not on Record	EMAIL Not on Record
ADDRESS (Street, City, State, Zip) 302 2nd St. SE, Puyallup, WA 98372		

LEGAL OWNER(s) - Submit notarized documentation that all property owners agree to the proposed land action	
PRIMARY PARCEL NUMBER 0420091014	PARCEL ADDRESS 9917 24th St. E. Edgewood
ADDITIONAL PARCEL NUMBER(S) None	

By my signature, I certify that I have reviewed all submittals for completeness and accuracy and that I have also reviewed and am familiar with the applicable elements of Edgewood's Comprehensive Plan and provisions of the Edgewood Municipal Code (EMC).

I also acknowledge my proposal shall not be approved unless the proposal conforms to those applicable elements and provisions, especially the specific criteria set forth for the particular type of decision under consideration.


Signature


Date

OWNER AUTHORIZATION AFFIDAVIT



Planning and Land Use

2224 104th Ave E

Edgewood, WA 98372

253.952.3299

comdev@cityofedgewood.org

FILE NUMBER: **22-008CODE**

Parcel No. 0420091014
Name Puyallup School District No. 3
Mailing Address 302 2nd Street Southeast
Email DevereBJ@puyallup.k12.wa.us
Phone 253-435-6672

Brian J. Devereux, Director of Facilities Planning, on behalf of Puyallup School District,
I/We, _____, am the legal owner(s) of the above parcel. I/We consent to the
proposed project permit application as it has been made with the free consent and in accordance with the desires of
the owner or owners subject to and conditioned upon the approval and consent of a Reinstatement and Second Amendment to the Purchase and
Sale Agreement relating to the above Parcel by the Board of Directors of Puyallup School District on January 9, 2023 at its
Regular Board Meeting.

I/We grant Dhaliwall TC Landing LLC permission to file and coordinate the project permit with the
City of Edgewood on my behalf as an authorized agent for _____ proposed project.
the Dhaliwal TC Landing

Brian Devereux

Signature

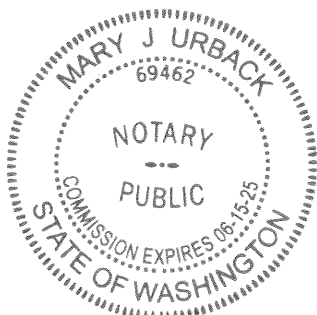
12-28-2022

Date

Signature

Date

SUBSCRIBED AND SWORN to before me this 28th day of December, 2022



Mary J. Urback

NOTARY PUBLIC in and for the State of Washington
Mary J. Urback
residing at Edgewood

FINANCIALLY RESPONSIBLE PARTY FORM



Development Services
2224 104th Ave E
Edgewood, WA 98372
253.952.3299
comdev@cityofedgewood.org

FILE NUMBER: **22-008CODE**

Project Name Greenbelt Apartments								
RESPONSIBLE PARTY NAME Satwant Singh								
BILLING ADDRESS (Street, City, State, Zip) 15445 53rd Ave S, Suite 120, Tukwila, Wa, 98188								
CONTACT PERSON Satwant Singh	PHONE (206) 391-3311	EMAIL pmvrsingh@gmail.com						
I, <u>Satwant Singh</u>, understand that by signing below, I agree to be the financially responsible party for the above listed project. Any and all fees for this project will be my responsibility to coordinate payment to ensure fees are paid within the required remittance timeframe. These fees include, but not limited to: Permit Fees Fees will be applied as outlined within the City of Edgewood Fee Schedule. Additional fees may be necessary as your project progresses based upon individual project/permit circumstances. Joint project meetings requested by an applicant with multiple review staff, managers and/or directors will be subject to Staff Billable Hourly Rates. Deposit for Reimbursement of Costs (EMC 3.35.03) – Third Party Review Fees Processing and/or review costs incurred by the City for professional services performed by a third-party shall be paid by the Financially Responsible Party in addition to the basic permit fee, if any. The City will request an estimate for services, which will be invoiced and collected to be held as a Deposit on Account. When the service provider completes all or portions of the review, the City will use the Deposit on Account to cover the invoiced fees. Projects may require multiple 3rd party reviews resulting in multiple invoices to the responsible party. The City will attempt to maintain a positive Deposit on Account balance for the project through timely communication and invoicing. Project progress will depend on the responsible party maintaining a positively funded Deposit on Account balance. I understand that any positive fund balance after the completion of the project will be returned to the above party via City Check. If at any point during the project, a new financially responsible party needs to be designated, the City of Edgewood will be notified, and a new affidavit will be submitted. The City is not responsible for private agreements regarding the transfer of financial responsibility.								
<table style="width: 100%;"> <tr> <td style="width: 15%;">Print Name:</td> <td style="border-bottom: 1px solid black;"><u>Satwant Singh</u></td> </tr> <tr> <td style="width: 15%;">Signature:</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="width: 15%;"></td> <td style="border-bottom: 1px solid black;">Date: <u>12/29/2022</u></td> </tr> </table>			Print Name:	<u>Satwant Singh</u>	Signature:			Date: <u>12/29/2022</u>
Print Name:	<u>Satwant Singh</u>							
Signature:								
	Date: <u>12/29/2022</u>							

COMPREHENSIVE PLAN AMENDMENT CHECKLIST**Planning and Land Use**2224 104th Ave E

Edgewood, WA 98372

253.952.3299

comdev@cityofedgewood.org

The Comprehensive Plan Amendment application process is used to verify compliance with Edgewood Municipal Code [\(EMC\) Chapter 18.60](#).

- Comprehensive Plan Amendment applications must include a completed [Land Use Application](#).
- A pre-application conference is required prior to all Comprehensive Plan Amendment applications, per [EMC 18.40.130](#). Submit the Comprehensive Plan Amendment Checklist distributed by City staff at the pre-application.
- For site-specific proposals, a Traffic Concurrency Reservation Certificate (CRC) must be processed as a separate application prior to submitting a Comprehensive Plan Amendment application per [EMC 18.105](#). The resulting CRC shall be submitted with the Comprehensive Plan Amendment application (item #8).

Upload PDF copies of the drawings, reports, and documents to the City's Permit Portal. If submitting at City Hall, make an appointment with Front Counter staff, and provide all documents in PDF format on a USB Drive.

Each Comprehensive Plan Amendment application packet shall include the following items as separate pages. Each document shall be named consistent with the checklist below. All documents submitted under this section shall contain the name of the project and the name and address of the applicant. If an item is not provided, the applicant shall specify the reason for omission at the end of this document. Failure to follow these guidelines will result in an incomplete application.

Pre-App		City Verified
☒	1 Rationale for the proposed Comprehensive Plan Amendment (outlined below)	☐
☒	2 Responses to Evaluation Criteria set in EMC 18.60.220 (outlined below)	☐
☐	3 Proposed amendatory language, shown in "bill" format (i.e., new language underlined; language proposed for deletion in strikeouts).	☐
☒	4 Site Layout Drawing	☐
☒	5 Legal Description	☐
☐	6 Title Report (< 30 days old)	☐
☒	7 Documentation of all Easements and Recorded Restrictions	☐
☒	8 State Environmental Policy Act (SEPA) Checklist	☐
☐	9 Traffic Concurrency Reservation Certificate (CRC) (if applicable)	☐
☐	10 Traffic Impact Analysis (if applicable)	☐
☐	11 Other drawings or documents as required for specific projects to fully demonstrate the scope of work and how it complies with EMC and City's Comprehensive Plan	☐

* City staff will use the Pre-App column below to identify all required application materials. If the box is marked with an X the item is required to be submitted.

Document Components

1. **Rationale for the Proposed Amendment-** See instructions below.
2. **Responses to Evaluation Criteria-** See instructions below.
3. **Proposed Amendatory Language-** Please underline new language being proposed, and strikethrough language proposed for deletion.
4. **Site Layout Drawing-** Drawing illustrating important site information such as lot lines, structures, zoning, and potential nuisances.
5. **Legal Descriptions-** A geographic description of existing and proposed lots, including information about locations and boundaries of lots and any easements.
6. **Title Report-** A document containing information about the ownership and title of the properties, as well as tax information, sometimes also called a subdivision guarantee. Can be obtained from a title company.
7. **Documentation of all Easements-** Recorded easement information may be included in the title report as hyperlinks to Pierce County records. If it is not, please provide separate document(s) detailing all easements that exist on the properties.
8. **SEPA Checklist-** This form can be found on the City's website. It contains list of questions regarding the proposed project's environmental impacts. Fully respond to all questions, and attach any additional information that will supplement the description of the proposal.
9. **CRC-** A separate application requiring a trip generation report prepared by an engineer or planner.
10. **Traffic Impact Analysis-** Evaluation of existing or future transportation infrastructure to serve a proposed development. Analysis is performed by a professional planner or engineer.

Preparation of a rationale for the proposal

1. Explain the reason for this amendment proposal.
2. Was this proposed amendment denied during a previous Comprehensive Plan Amendment review cycle? If so, briefly explain why (if known).
3. Explain how the proposed amendment advances the goals and policies of the Comprehensive Plan.
4. Does the proposed amendment have a relationship to any other City codes or regulations?
5. What are the cumulative effects of this proposed amendment to the Comprehensive Plan?

Evaluation Criteria per [EMC 18.60.220](#)

1. How does the proposed amendment conform to the Growth Management Act (36.70A RCW)?
2. Describe how the proposed amendment is consistent with and implements the city's comprehensive plan, including the goals, policies and implementation strategies of the various elements of the plan.
3. Describe whether circumstances related to the proposed amendment(s) and/or the area in which it is located have substantially changed since the adoption of the city's comprehensive plan.
4. Explain how the assumptions upon which the city's comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the adoption process or any annual amendments of the city's comprehensive plan.
5. Does the proposed amendment reflects current, widely held values of the residents of the city?

For Site-Specific Proposals *(must be answered in addition to Questions 1-5)*

6. Does the proposed site-specific amendment meet concurrency requirements for transportation and does not adversely affect adopted level of service standards for other public facilities and services, e.g., police, fire and emergency medical services, parks, fire flow and general governmental services (*NOTE: additional studies or informative requests from outside agencies may be required in order to fully respond to this question*)?
7. Will the proposal result in probable significant adverse impacts to the city's transportation network, capital facilities, utilities, parks, or environmental features that cannot be mitigated?
8. Is the subject parcel(s) physically suitable for the requested land use designation and the anticipated land use development, including, but not limited to, the following:
 - a. access;
 - b. provision of utilities; and

c. Compatibility with existing and planned surrounding land uses?

9. Will the request create pressure to change the land use designation of other properties?
10. Does the proposed amendment materially affect the land use and population growth projections that are the bases of the comprehensive plan?
11. Does the proposed amendment materially affect the adequacy or availability of urban facilities and services to the immediate area and the overall UGA?
12. Is the proposed amendment consistent with applicable county-wide policies or any other applicable interjurisdictional policy or agreement, and all applicable local, state, or federal laws?

Applicant shall provide a written description for the reason any item is not provided.

Item	Reason for Omission
1	
2	
3	Not proposing to change any language in the Comprehensive Plan.
4	
5	
6	Sale of property to Mr. Singh has not been finalized.
7	Unofficial copy of easement provided from pierce County.
8	
9	Not Applicable
10	Omitted per Morgan Dorner, this requirement will be provided at administrative design review.
11	No other drawings or documents.

REZONE CHECKLIST

Planning and Land Use

2224 104th Ave E

Edgewood, WA 98372

253.952.3299

comdev@cityofedgewood.org



The Rezone application process is used to verify compliance with Edgewood Municipal Code ([EMC](#)) Chapter [18.40.110-18.40.117](#).

- Rezone applications must include a completed [Land Use Application](#).
- A pre-application conference is required prior to all Rezone applications, per [EMC 18.40.130](#). Submit the Rezone Checklist distributed by City staff at the pre-application.
- A Traffic Concurrency Reservation Certificate (CRC) must be processed as a separate application prior to submitting a Rezone application per [EMC 18.105](#). The resulting CRC shall be submitted with the Rezone (item #11).

Upload PDF copies of the drawings, reports, and documents to the City's Permit Portal. If submitting at City Hall, make an appointment with Front Counter staff, and provide all documents in PDF format on a USB Drive.

Each Rezone application packet shall include the following items as separate pages. Each document shall be named consistent with the checklist below. All documents submitted under this section shall contain the name of the project and the name and address of the applicant. If an item is not provided, the applicant shall specify the reason for omission at the end of this document. Failure to follow these guidelines will result in an incomplete application.

Pre- App

City
Verified

☒	1	Rationale for the proposed Rezone	☐
☒	2	Responses to Evaluation Criteria set in EMC 18.40.114	☐
☒	3	Identification of all sections of the comprehensive plan policies and map proposed to be amended	☐
☒	4	Description of any proposed development of the property	☐
☒	5	Site Layout Drawing	☐
☒	6	Critical Area Report(s)	☐
☒	7	Legal Description(s)	☐
☐	8	Title Report	☐
☒	9	Documentation of all Easements and Recorded Restrictions	☐
☒	10	State Environmental Policy Act (SEPA) Checklist	☐
☐	11	Traffic Concurrency Reservation Certificate (CRC)	☐
☐	12	Traffic Impact Analysis	☐
☐	13	Other drawings or documents as required for specific projects to fully demonstrate the scope of work and how it complies with EMC and the City's Comprehensive Plan	☐

* City staff will use the Pre-App column above to identify all required application materials. If the box is marked with an X the item is required to be submitted.

Document Components

1. Rationale for Proposed Rezone-

- a. Explain the reason for this rezone proposal.
- b. Was this proposed amendment denied previously? If so, briefly explain why (if known).
- c. Explain how the proposed rezone advances the goals and policies of the Comprehensive Plan.
- d. Does the proposed rezone have a relationship to any other City codes or regulations?
- e. What are the cumulative effects of this proposed amendment to the Comprehensive Plan?

2. Responses to Evaluation Criteria-

- a. per EMC 18.40.114
 - i. There is no presumption of validity favoring the action of rezoning;
 - ii. The proponents of the rezone have the burden of proof to demonstrate that conditions have changed since the original zoning; and
 - iii. The rezone must bear a substantial relationship to the public health, safety, morals or welfare.
- b. Implementation of the general rules above involves analysis of the following criteria:
 - i. Consistency with the existing comprehensive plan (the comprehensive plan that has been approved and is in place at the time the application was submitted);
 - ii. Consistency with the purpose of the proposed zoning district;
 - iii. Consistency between zone criteria and area characteristics;
 - iv. Zoning history and precedential effect.
 - v. Gradual transition between zoning categories.
 - vi. Zone Boundaries.
 - vii. Height Limits.
 - viii. Impact Evaluation.
 - ix. Changed Circumstances.
 - x. Critical Areas.

- 3. Amendment Identification-** Identification of all sections of the comprehensive plan policies and map proposed to be amended.
- 4. Development Description-** Provide written description of any proposed development.
- 5. Site Layout Drawing-** Drawing illustrating important site information such as lot lines, structures, zoning, and potential nuisances.
- 6. Critical Areas Report(s)-** If critical areas (such as wetlands or steep slopes) are present on the site, please submit any relevant reports performed by a specialist.
- 7. Legal Descriptions-** A geographic description of existing and proposed lots, including information about locations and boundaries of lots and any easements.
- 8. Title report-** A document containing information about the ownership and title of the properties, as well as tax information, sometimes also called a subdivision guarantee. Can be obtained from a title company. Title Report must be less than 30 days old.
- 9. Documentation of all Easements-** Recorded easement information may be included in the title report as hyperlinks to Pierce County records. If it is not, please provide separate document(s) detailing all easements that exist on the properties.
- 10. SEPA Checklist-** This form can be found on the City's website. It contains list of questions regarding the proposed project's environmental impacts. Fully respond to all questions, and attach any additional information that will supplement the description of the proposal.
- 11. CRC-** A separate application requiring a trip generation report prepared by an engineer or planner.
- 12. Traffic Impact Analysis-** Analysis of projected impacts to local traffic performed by a professional planner or engineer. Evaluation of existing or future transportation infrastructure to serve a proposed development. Analysis is performed by a professional planner or engineer.

Applicant shall provide a written description for the reason any item is not provided.

Item	Reason for Omission
1	
2	
3	
4	
5	
6	
7	
8	Sale of property to Mr. Singh has not been finalized.
9	Unofficial copy of easement provided from pierce County.
10	
11	Omitted per Morgan Dorner, this requirement will be provided at administrative design review.
12	Omitted per Morgan Dorner, this requirement will be provided at administrative design review.
13	No other drawings or documents.

December 6, 2022

City of Edgewood
Department of Community Development
2224 104th Avenue East,
Edgewood, WA 98372
Phone 253-952-3299

Attn: City of Edgewood

Green Belt Apartments – Parcel 0420091014 Development Description

Our current proposed development would be a mixed-use residential project consisting of 2 primary building and their associated parking and open spaces. The total site area of the property is 205,907 s.f. of which 66,038 would be buildable with the remainder occupied by wetlands and wetland mitigation areas. We estimate getting a total commercial square footage of about 1,800 s.f. with that number maybe increasing a little if we chose to provide ground floor home occupation units at the rear of the frontage building. We are planning for the frontage building to be 3 stories tall and the building located withing the site as 4 stories tall. The total unit count this would give us is 40 which is approximately 27 units per acre. Total building height would most likely be bellow the required 45' limit with the understanding that we could raise that to 57' if we provide 3 points of incentives from the FAR incentive table located in the code. Planned total overall building area is 55,200 s.f. which would give us a FAR of about .27:1 (total building area divided by the gross site are including the wetlands).

It is understood that parking to support the development will need to follow the requirements of the Edgewood Municipal code. Currently we are showing room for 55 parking stalls on site. The requirements for parking are 1.5 stalls per unit for residential apartments and 3 per 1,000 s.f. of commercial floor area, which equates to 63 required parking spaces. We are currently looking into the possibility of a parking agreement with the school and doing a traffic study to see if the required parking numbers on site can be lowered. Baring that, we understand we would need to lose units and/or commercial square footage to get us to the correct parking ratios. Private bike parking is planned to be located under the building internal to the site along with open public racks adjacent to open spaces.

The project will be served by a single private drive accessing the site from 24th St. E and would be designed to the standards required by the local and state fire agencies. Pedestrian circulation will be provided adjacent to the private drive with a 5' sidewalk. We plan on providing about 3,900 s.f. of open public space (7% gross building area) on site exclusive of any required buffers or wetland areas. The whole project would introduce about 46,000 s.f. of hard surfaces, all of which is estimated as being impervious which accounts for roughly 23% of the total site area.

We are currently only in the early schematic design stages for a potential project, and the proposal above is only one of many options for what can go on this site. Upon receive approval of rezoning, a in depth analysis will be made and a complete project proposal will be submitted for Site Design approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jesse Hadley", written in a cursive style.

Jesse Hadley
Project Architect

December 1, 2022

City of Edgewood
Department of Community Development
2224 104th Avenue East,
Edgewood, WA 98372
Phone 253-952-3299

Attn: City of Edgewood

Green Belt Apartments – Parcel 0420091014 Rationale for the Proposed Amendment

We are currently seeking to have the property located on parcel 0420091014 rezoned from the current P zone to a TC zoned property that can support the creation of multi-family apartment units. From discussions with city staff, this seems to be a favorable change and will serve to better utilize this undeveloped piece of property that is adjacent to the TC zone and other development occurring in the area. To our knowledge, this proposed amendment has never been put forward for this piece of property before. The property is being purchased by Satwant Singh as part of the Dhaliwal TC Landing project to provide the required public ROW extension of 100 Ave E.

One of the goals of Land Use within the Edgewood Comprehensive Plan is to establish a land use pattern that is consistent with the city's vision. To achieve this goal, the city recognizes the necessity of updating the Land Use Map as needed in responses to changes in the city and the community. The Dhaliwal TC Landing project happening to the northeast and the sale of this public piece of property to a private entity is on such change. With the sale of this piece of property into private ownership, it makes sense to update the zone to match the TC zoning to the east to keep development options open and ensure it doesn't turn into vacant underutilized piece of land. By giving it a TC zoning designation, you open up more options for what can be built here in the future. You allow for infill mixed-use development compatible with the surrounding developments. And you give the opportunity for commercial activities planned along meridian to trickle further west down 24th St. E.

Changing the zoning on this property also helps achieve the city's goal of establishing the Town Center as the heart of Edgewood. It helps make sure that the Town Center continues to develop southward and establishes more mixed used opportunities along the north side of 24th St. E. This also plays into the city's goal of promoting commercial uses that can offer quality and unique services that distinguish Edgewood from surrounding commercial centers. A TC zoning designation allows opportunities for diversified commercial uses with possibility for small retail shops, office spaces, or maybe even small-scale live-work spaces.

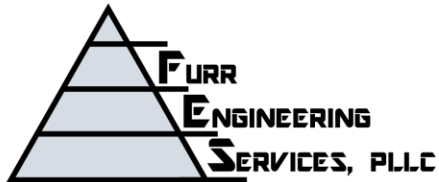
This proposed amendment shouldn't have any relationship to any other city codes and regulations. It is strictly changing what type of development can occur on this property which would still need to meet all of the other code requirements in chapter 18.

The cumulative effect of our proposal on the comprehensive plan would be changing one parcel previously zoned as public to town center.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jesse Hadley", written in a cursive style.

Jesse Hadley
Project Architect



4715 142nd Place SW #B, Edmonds, WA 98026
FurrEngineering@gmail.com

December 5, 2022

City of Edgewood
2224 104th Ave E.
Edgewood, Washington 98372

Project: Project Name: Green Belt Apartments
Reference 22-0399

Identification of all sections of the comprehensive plan policies and map proposed to be amended.

Comprehensive Plan

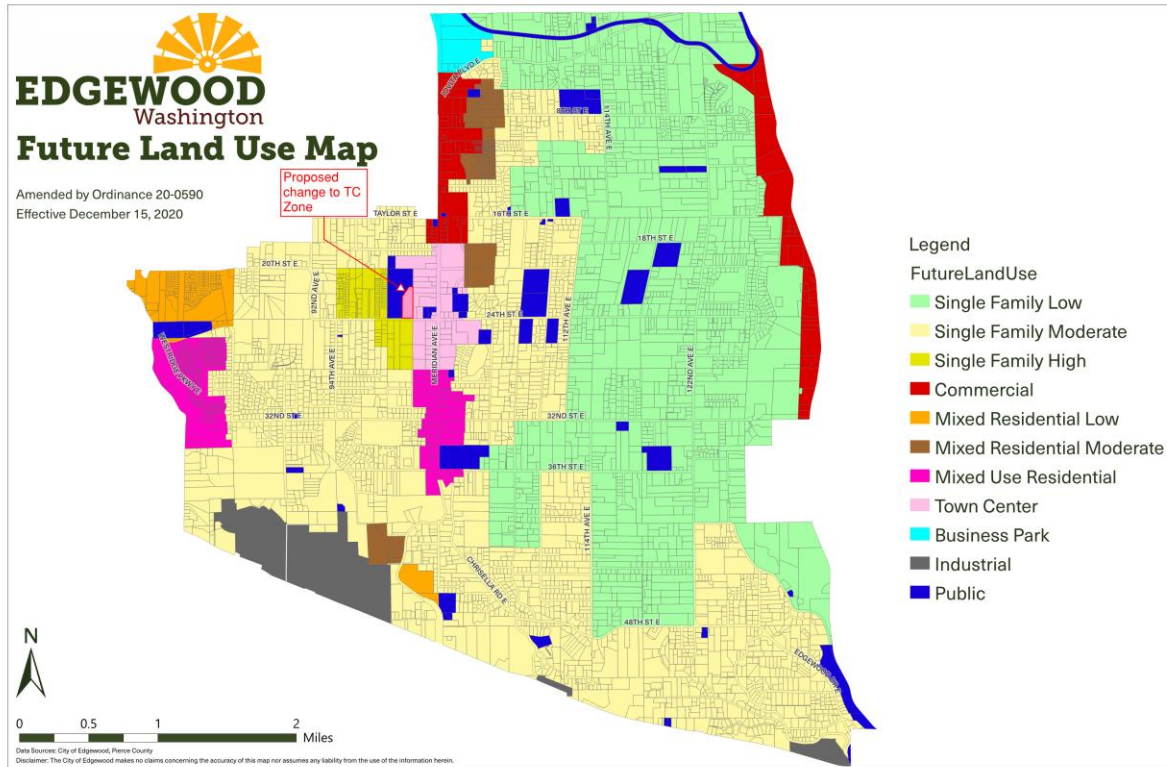
Volume II Background Information

02 Land Use

- Figure 6 Critical Areas – Wetland Hazards (Chart)
- Land Use Capacity – Table 5 – Estimated Net Developable Acres per Zoning Designation (Chart)
- Land Use Capacity – Table 7 – Acreage in Current Zoning Designation (Chart)

05 Transportation

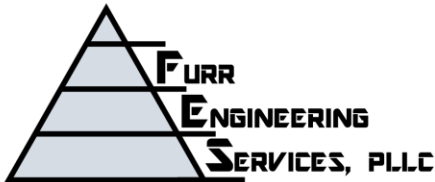
Figure 12 Meridian Corridor Projects (map)



We believe this addresses item #3 of the Rezone Checklist, identification of all sections of the comprehensive plan policies and map proposed to be amended. Please review at your earliest convenience. If you have further questions or concerns, feel free to contact me at my office.

Sincerely,

Dean Furr, P.E
Principal Owner
Furr Engineering Services, PLLC
(206) 890-8291



4715 142nd Place SW #B, Edmonds, WA 98026
FurrEngineering@gmail.com

December 5, 2022

City of Edgewood
2224 104th Ave E.
Edgewood, Washington 98372

Project: Project Name: Green Belt Apartments
Reference 22-0399

Responses to Evaluation Criteria set in EMC 18.40.114

Criteria for approval of quasi-judicial map amendment.

A. The following general rules apply to quasi-judicial map amendment applications:

1. There is no presumption of validity favoring the action of rezoning;

Response: Currently the property is undeveloped within the P zone. A developer is in the process of buying the property to compliment the Dhaliwal TC development within the TC zone. Rezoning this parcel would be favorable to the city as the new mixed-use development will benefit the long-range planning efforts of the City of Edgewood improving the community physically, economically and socially.

2. The proponents of the rezone have the burden of proof to demonstrate that conditions have changed since the original zoning; and

Response: Conditions have changed since the original zoning was applied; the proposed rezone property is in the process of being sold to a developer that is currently developing Dhaliwal Town Center. This property will be purchased to complement the Dhaliwal TC project located directly to the North East of the rezone property. The Puyallup School District will not own this property so it will no longer be public property. This zoning change would expand the TC zone to promote growth of this town.

3. The rezone must bear a substantial relationship to the public health, safety, morals or welfare.

Response: The proposed rezone property is adjacent to a new road connecting the Dhaliwal TC project to 24th St. E. which will increase traffic and

bring growth to this small town. The proposed project will be a mixed-use property which will complement the Dhaliwal TC project and will also provide a balanced approach to the city's comprehensive plan, providing affordable housing, variety of businesses, with transportation connections and still be walkable for the public.

B. Implementation of the general rules in subsection (A) of this section involves analysis of the following criteria in order to approve a quasi-judicial map amendment:

1. Consistency with the existing comprehensive plan (the comprehensive plan that has been approved and is in place at the time the application was submitted);

Response: The project will be mixed use, providing housing, space for small businesses, and will connect to the town center by bus and walking routes, consistent with the current comprehensive plan.

2. Consistency with the purpose of the proposed zoning district;

Response: The purpose of the proposed zoning is to provide guidelines for the future of this zone as the heart of the city. The proposed project provides the mixed-use multi story and single-story development, the transportation needs of the residents, pedestrian-oriented retail space and is connected to the current public open space.

3. Consistency between zone criteria and area characteristics;

Response: The proposed property will be developed to be consistent with the TC zone which borders the East side of the property.

4. Zoning history and precedential effect. Previous and potential zoning changes both in and around the area identified in the application shall be examined;

Response: The zoning history looks to be consistent in that the TC zone has been along Meridian Ave. generally between 16th St. and 29th St. looking back to the early 2000's. There have not been many changes as far as focusing on environmental impacts, pedestrian and transportation accessibility, mixed use development, and providing open space for recreation, etc. The current property has been a publicly owned undeveloped lot due to the wetland within it, but with the development of Dhaliwal TC Landing and the new road connecting to 24th St. E., this property should be included in the TC Zone for consistency of the surrounding area.

5. A gradual transition between zoning categories.

Response: Northwood Elementary School borders the West side of the property and could be considered a buffer between the TC zone and Single Family High zone west and South of the school.

6. Zone Boundaries.

Response: The property is currently adjacent to the TC zone with its East boarder connecting to the TC zone.

7. Height Limits.

Response: The max height limit in the TC zone is 45' and could increase to 57' with 3 points from the FAR table, this option will be explored.

8. Impact Evaluation.

Response: Rezoning this property would make this property a useful piece of land and expand the TC zone allowing for more growth of the City of Edgewood.

9. Changed Circumstances.

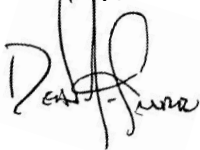
Response: The property was a publicly owned and now will be privately owned, it is currently undeveloped and would be better utilized if included in the TC zone and developed accordingly.

10. Critical Areas.

Response: There is wetland within the property, which has been properly mitigated to create useable space for both the development of 100th Ave. E. that connects to 24th St. E and the proposed mixed-use development.

We believe this addresses item #2 of the Rezone Checklist, Responses to Evaluation Criteria. Please review at your earliest convenience. If you have further questions or concerns, feel free to contact me at my office.

Sincerely,



Dean Furr, P.E
Principal Owner
Furr Engineering Services, PLLC
(206) 890-8291

www.furrengineering.com

December 1, 2022

City of Edgewood
Department of Community Development
2224 104th Avenue East,
Edgewood, WA 98372
Phone 253-952-3299

Attn: City of Edgewood

Green Belt Apartments – Parcel 0420091014 Evaluation Criteria per EMC 18.60.220

How the proposed amendment conforms with the Growth Management Act.

We have read through RCW 36.70A and feel the proposed amendment will conform with the goals laid out in the Growth Management Act. By changing the zoning on this parcel of land from Public to TC zoning, the city encourages continued development within the urban heart of Edgewood. This parcel is currently underutilized and underdeveloped, and by changing the zoning designation, Edgewood would help reduce future sprawl by encouraging more intensive and diversified development within the core of the city. The site is located in close proximity to the Meridian corridor, so any development that occurs here would have access to multiple transportation options. Also, by allowing for higher density housing as an option on this site, you help preserve the existing housing stock of the city while giving options for future growth. As housing and land prices continue to grow, and it becomes more difficult for people to buy and own single family homes, designating more land where denser more affordable living options can be created is essential to ensure the city can meet its future growth goals. And by giving this lot a TC zoning designation, you provide more opportunity for small business and retail development to occur near the Meridian corridor.

How the proposed amendment conforms with the City of Edgewood's Comprehensive Plan.

Reading through the Edgewood Comprehensive Plan, we also feel like changing the zoning designation from Public to TC will help achieve the city's goals, policies, and implementation strategies outlined for land use.

The change is in line with the goal of refining the pattern the city has laid out for land use consistent with the City's Vision. It does this in part by preserving the rural small-town character of the city by identifying and designating vacant undeveloped land for future development which in turn helps protect existing lands containing lower density housing or agricultural uses. It expands and adds to the Town Center, the vibrant economic hub of the city. Rezoning increases the opportunity for development of pedestrian oriented mixed-use projects along 24th St. It fosters the "first-mover" advantage principle by recognizing the development Satwant is doing in the Dhaliwal project and allowing him to create further quality developments within the Town Center zone. The need for the change in zoning is in recognition of the potential of this new land use designation in response to the creation of the 100th Ave E. ROW extension, and the compatibility with the development occurring on surrounding properties.

The change in zoning would also be in support of the goal to help promote the quality, character, and function of the neighborhood. It will do this by allowing for infill development on a vacant and underutilized site. And it will allow for the creation of more mixed use and

multifamily oriented buildings near the established Meridian Ave. transportation and commercial core.

The change will help further the goal of establishing the Town Center as the commercial and mixed-use heart of Edgewood. It will do this by allowing the development that started with the Dhaliwal project to the north to move south to the 24th St. E frontage, which in turn should hopefully spur development on the TC zoned properties across 24th St. E. It provides more developable frontage opportunities along this street which will mean more ground floor business spaces or other diversified commercial uses. This also plays into the goal of the plan to promote commercial uses that offer quality and unique services, and that distinguish the city from other surrounding commercial centers. The redesignation would allow for the development of many different and diversified pedestrian oriented commercial spaces, be they small retail shops, office spaces, or even small scale live/work spaces. Finally, it prioritizes and recognizes the development and investments being made to create the public ROW of 100th Ave E by Satwant according to the City of Edgewood's plans for a future connected road network.

Changes in Circumstance since adoption of the City of Edgewood's Comprehensive Plan.

Since the adoption of the city's comprehensive plan, the school district has decided that it was better for them to sell the piece of property to Satwant for the purposes of creating the 100th Ave E ROW rather than hold onto it for their own development needs. Now that the property is in the private realm, it makes sense to change the zoning designation associated with it to ensure it has options for further development. The proximity of the TC zone to the east makes that zoning the most appropriate to assign here. This keeps that development concentrated in the core of the city which helps preserve the existing rural small-town charm that exists along the peripherals.

Assumptions on validity of the City of Edgewood's Comprehensive Plan.

It is our opinion that the goals, policies, and implementation strategies outlined in the comprehensive plan are all still valid. The city should only look to amending the zoning on this property due to changes in circumstance brought on by the designation of the land as surplus by the school district and the sale of the property to the private realm.

Effect of the amendment on the values held by the residents of the city.

We believe the change in zoning reflects the values of residents of the City of Edgewood by allowing for more higher density development to occur near the city core. There is still a high demand for quality and affordable housing in the city, and the only way to fill that need is to allow for more higher density development to occur.

Effect of the proposal on concurrency for transportation and other service standards.

Once a real project is proposed with a set scope and program, a site design review permit will need to be applied for and at that time traffic concurrency and impacts of the development on existing infrastructure can be looked at.

Impacts to the city's transportation network, capital facilities, utilities, parks, and other environmental features.

Once a real project is proposed with a set scope and program, a site design review permit will need to be applied for and at that time we can examine the effect of the specific project on

existing facilities. Any such project at a minimum will need to comply with the regulations laid out in Edgewood's municipal code for items such as parking, open spaces, and critical areas.

Suitability of land use designation and development to the property.

We feel the changing of zoning to TC makes the most sense with that being the designation on properties to the west and across the street to the south.

Effect on land use designation of surrounding properties.

We don't think the rezoning of our property will have any effect on the surrounding properties, with the school to the north and the west being an established public development and the properties to the east already being designated as part of the Town Center zone.

Effect of the amendment on land use and population growth projections.

We do not know for sure if this will affect the population growth projection and targets Edgewood has established for 2035. What we do know is there is still demand and an apparent inventory shortage of housing in the city of Edgewood, and by changing the designation of this property, it allows us to develop more high-density housing in an area that has been earmarked for this type of development.

Effect of the amendment on adequacy or availability of urban facilities and services.

Before any future development can happen, the site will need to undergo the city's standard site design review process. At that time when there is a real project with a set scope, things like water and sewer availability, storm drainage, etc. will be examined.

Consistency with applicable county-wide policies, interjurisdictional policies or agreements, and all local, state, and federal laws.

To our knowledge, amending the zoning on this piece of property would not go against any policies, agreements, or laws.

Sincerely,



Jesse Hadley
Project Architect



SITE PLAN

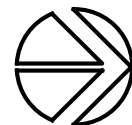
1" = 20'

TC ZONE REQUIREMNTS

TOTAL SITE AREA = 205,907 S.F. (4.7 ACRE)
SITE NET BUIDABLE AREA = 66,038 SF (1.5 ACRE)
NET DENSITY ALLOWED = 24 MIN, 48 MAX
1.5 X 24 = 36 MIN UNITS ALLOWED
1.5 X 48 = 72 MAX UNITS ALLOWED
BUILDING HEIGHT ALLOWED = 45' (57' WITH MIN, 3:1 FAR BONUS)
MAX FAR = 1:1 (4:1 WITH FAR BONUSES)
MAX HARD SURFACE = 90%
MAX IMPERVIOUS = 75%

SITE STATISTICS

SITE ADDRESS = 9917 24TH ST E
TAX PARCEL NUMBER = 0420091014
TOTAL SITE AREA = 205,907 S.F. (4.7 ACRE)
SITE NET BUIDABLE AREA = 66,038 SF (1.5 ACRE)
BUILDINGS ON SITE = NONE
PROPOSED BUILDING AREA = 55,200 S.F. (27: 1 FAR)
PROPOSED HARD SURFACE = 46,330 S.F. (23%)
PROPOSED IMPERVIOUS AREA = 46,330 S.F. (23%)



UNIT COUNT
1 BEDROOM 1 BATH UNITS = 12
2 BEDROOM 2 BATH UNITS = 24
3 BEDROOM 2 BATH UNITS = 4
TOTAL UNITS = 40 UNITS (27 UNITS PER ACRE)
COMMERCIAL = 1,800 SF

PARKING SUMMARY		
Parking Stalls Required	66	
Standard Stalls	40	
Compact Stalls	5	
Parallel Stalls	10	
Subtotal	55	1.38 Stalls / D.U.
Aprons	0	
Total Parking Stalls Provided	55	1.38 Stalls / D.U.

LEGAL DESCRIPTION

TAX PARCEL # 0420091014

B.L.A. 201702095010

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST, OF THE WILLAMETTE MERIDIAN, IN THE CITY OF EDGEWOOD, COUNTY OF PIERCE, STATE OF WASHINGTON, LYING EAST AND SOUTH OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID WEST HALF;

THENCE NORTH 01°45'37" EAST ALONG THE EAST LINE OF SAID WEST HALF 30.00 FEET TO THE NORTH MARGIN OF 24TH STREET EAST;

THENCE NORTH 88°32'25" WEST ALONG SAID NORTH MARGIN 274.64 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°45'37" EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID WEST HALF 563.66 FEET TO THE MOST WESTERLY POINT OF THAT CERTAIN UTILITY EASEMENT RECORDED UNDER PIERCE COUNTY RECORDING NUMBER 200909160255;

THENCE NORTH 35°19'02" EAST ALONG SAID EASEMENT AND ITS NORTHEASTERLY EXTENSION 306.66 FEET;

THENCE SOUTH 88°25'59" EAST 105.12 FEET TO THE EAST LINE OF SAID WEST HALF AND THE TERMINUS OF THIS DESCRIBED LINE.

ALSO EXCEPT ANY PORTION THEREOF LYING WITH THE RIGHT-OF-WAY OF 24TH STREET EAST.

Excise Tax Exempt

Pierce County, WA

01/10/2020 2:01 PM

Electronically Submitted

CPENNYP

202001100751

Electronically Recorded

Pierce County, WA CPENNYP

01/10/2020 2:01 PM

Pages: 19 Fee: \$121.50

Accommodation Recording Only.

After recording return to:
 City of Edgewood
 Attn: City Clerk
 2224 104th Avenue East
 Edgewood, WA 98372

Type of Document: Public Pedestrian Pathway Easements
 Grantor: Puyallup School District No. 3, a Washington municipal corporation
 Grantee: City of Edgewood, a Washington municipal corporation
 Abbreviated Legal: Parcel A BLA AFN 201702095010 and Parcel B BLA AFN 201702095010
 Complete Legal Description: Exhibits A-1, A-2, B, and D
 Assessor Tax Parcel Nos.: 0420091011 and 0420091014

PUBLIC PEDESTRIAN PATHWAY EASEMENTS

This PUBLIC PEDESTRIAN PATHWAY EASEMENTS (collectively, "Easement Agreement") are made this 20th day of December, 2020 (the "Reference Date") by and between Puyallup School District No. 3, a Washington municipal corporation ("Grantor"), and the City of Edgewood, a Washington municipal corporation ("Grantee").

I. RECITALS

A. Grantor is the owner of certain real property located in the City of Edgewood, commonly known as Northwood Elementary School, 9805 24th Street East, Edgewood, Washington and legally described on Exhibit A-1 attached hereto ("Grantor's Northwood Elementary Property").

B. Grantor also is the owner of certain real property abutting Northwood Elementary School located in the City of Edgewood, commonly known as 9917 24th Street East, Edgewood, Washington and legally described on Exhibit A-2 attached hereto ("Grantor's Vacant Property").

C. In conjunction with obtaining certain development approvals and permits for the construction of the Northwood Elementary Replacement School on Grantor's Northwood Elementary Property, Grantor was obligated, as a condition under the State Environmental Policy Act, to grant to Grantee a general, public pedestrian access easement on Grantor's Northwood Elementary Property and Grantor's Vacant Property to provide for connectivity to Grantee's public pathway system.

D. Grantor agrees to provide certain public pedestrian accesses on Grantor's properties under the terms and conditions of this Easement Agreement.

E. This Easement Agreement sets forth the rights and obligations of Grantor and Grantee relating to use of Grantor's Northwood Elementary and Grantor's Vacant Property by the City of Edgewood and the general public.

II. EASEMENT AGREEMENT

Now, therefore, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree to the following terms, provisions, and conditions:

1. Grant of Easements.

Easement Area A

1.1 Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, nonexclusive easement over, under, and across that certain land, as described on Exhibit B attached hereto, consistent with and for the purposes described under Section 2 below (hereinafter the "Public Pedestrian Pathway Easement Area A" or "Easement Area A").

1.2 Attached hereto as Exhibit C is an Illustrative Map depicting the Pedestrian Pathway Easement Area A.

1.3 Grantor and Grantee recognize and acknowledge that a certain Easement for Sewer Facilities conveyed by Grantor to Grantee and recorded under Pierce County Recording No. 200909160255 ("Sewer Facilities Easement") encumbers this certain Public Pedestrian Pathway Easement Area A under this Easement Agreement. Grantee further acknowledges that and consents to the extent of any conflicts between the terms and conditions of the Sewer Facilities Easement and this Easement Agreement, that the terms and conditions of this Easement Agreement shall control and govern the interpretation of the intent and purpose of the Easement Areas under this Easement Agreement.

Easement Area B

1.4 Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, nonexclusive easement over, under, and across that certain land, as described on Exhibit D attached hereto, consistent with and for the purposes described under Section 2 below (hereinafter the "Public Pedestrian Pathway Easement Area B" or "Easement Area B").

1.5 Attached hereto as Exhibit E is an Illustrative Map depicting the Pedestrian Pathway Easement Area B.

1.6 Grantee recognizes and acknowledges that Grantor has installed, with appropriate permits and approvals granted by Grantee, a certain below and above ground stormwater conveyance system within and adjoining Pedestrian Pathway Easement Area B.

2. Use of the Easement Areas.

2.1 Grantee's Right of Use of the Easement Areas.

2.1.1 The Pedestrian Pathway Easement Area A shall be used, as a shared pedestrian access with Grantor, by Grantee, its agents, contractors, designees, or assigns for the purpose of installing, constructing, maintaining, repairing, replacing, or reconstructing an all-weather surfaced area or paved surface area, as determined by Grantee, in its sole discretion, in a commercially reasonable method and manner; provided, however, any construction, reconstruction or replacement of the Easement Area A pathway by Grantee shall be coordinated with Grantor and shall be subject to Grantee obtaining any required permits and approvals from the City of Edgewood and any such other Federal and State jurisdictional entities or agencies.

2.1.2 The Pedestrian Pathway Easement Area B shall be used, as a shared pedestrian access by Grantee with Grantor for purposes of general, public pedestrian access, provided, however, any construction, reconstruction or replacement of the Easement Area B pathway by Grantor shall be coordinated with Grantee and shall be subject to Grantor obtaining any required permits and approvals from the City of Edgewood and any such other Federal and State jurisdictional entities or agencies.

2.1.3 The Pedestrian Pathway Easement Area A and the Pedestrian Pathway Easement Area B shall be made available for the general public for the sole purpose of providing pedestrian access and shall not be utilized by the general public for purposes of access by any motorized vehicle. The terms "pedestrian pathway" or "pedestrian access" under this Easement Agreement shall include, however, the use of motorized equipment associated with wheelchairs, bicycles, and scooters. Notwithstanding the limitations of use of the Easement Areas under this Easement Agreement, nothing herein shall limit or is intended to limit the use of Easement Area A as may be permissible under the Sewer Facilities Easement.

2.1.4 Grantee recognizes and acknowledges that Pedestrian Pathway Easement Area A is adjacent to and adjoins a certain wetland area and that the rights and privileges granted under this Easement Agreement do not and shall not supersede Grantee's Wetland Restoration obligations as established and set forth under that certain Construction and Temporary Access Easement between Grantor and Grantee associated with and relating to that certain Sewer Facilities Easement.

2.1.5 Except for emergency situations and except for access by the general public as permitted under this Easement Agreement, Grantee, otherwise, shall reasonably endeavor to provide forty-eight (48) hours written or verbal notice to Grantor prior to entry upon

Pedestrian Pathway Easement Area A relating to the installation, construction, maintenance, repair, replacement, or reconstruction of the pathway or any associated work adjoining Easement Area A. Grantee's rights hereunder shall be exercised in a manner that prevents unreasonable destruction or unreasonable disturbance of any Grantor improvements within or adjoining Easement Area A.

3. Unimpaired Use of Easement Area.

3.1 Neither Grantor nor Grantee shall, at any time, and in any way, block, restrict or impede use of the Easement Areas for the shared access purposes of both Grantor and Grantee and the general public as described under this Easement Agreement unless for temporary purposes associated with Grantee's rights and obligations under this Easement Agreement with respect to Easement Area A or Grantor's rights and obligations with respect to Easement Area B or relating to Grantor's stormwater conveyance system which crosses and adjoins Easement Area B.

3.2 Grantor shall not convey to any third party any easement, license or other interest or right of use involving the Easement Areas that would impair, interfere with or limit the easement rights granted herein.

4. Maintenance and Repair of Easement Areas.

4.1 Shared Pedestrian Access.

4.1.1 Existing Condition. Grantor and Grantee acknowledge, as of the Reference Date of this Easement Agreement, that:

(a) Easement Area A has been improved by Grantee in the nature of an all-weather surfaced pathway under that certain Sewer Facilities Easement and is currently in reasonably good condition.

(b) Easement Area B has been improved by Grantor in the nature of a paved surfaced pathway in accordance with certain development approvals issued by Grantee associated with the Northwood Elementary Replacement School and is currently in good condition.

4.1.2 Maintenance and Repair Standards.

4.1.2(a) Easement Area A. Except in the event of an extraordinary circumstance arising from an activity solely caused by Grantor, Grantor shall have no responsibility to maintain and repair, including reconstruction or replacement thereof, the pedestrian pathway within Easement Area A. Grantee, at Grantee's sole cost and expense, shall maintain and repair Easement Area A in order to preserve Easement Area A in a commercially reasonable condition for pedestrian access by the general public.

4.1.2(b) **Easement Area B.** Except in the event of an extraordinary circumstance arising from an activity solely caused by Grantee, Grantee shall have no responsibility to maintain and repair, including reconstruction or replacement thereof, the pedestrian pathway within Easement Area B. Grantor, at Grantor's sole cost and expense, shall maintain and repair Easement Area B in a commercially reasonable condition in order to preserve Easement Area B for pedestrian access by the general public.

5. **Indemnification.** Grantor and Grantee shall indemnify and defend the other party, and hold the other harmless from and against, all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees) suffered by or claimed against the other as the result of or caused by a claim asserted by any third party for damage or injury arising solely from the indemnifying party's actions and activities within or use of the Easement Areas or arising from the performance of or the failure to perform the obligations required by Grantor or Grantee under this Easement Agreement. When a claim or demand results from negligence or misconduct attributable to both Grantor and Grantee's actions and activities within or use of the Easement Area or obligations under this Easement Agreement, each party will be responsible for the claim or demand in proportion to its allocable share of such joint negligence or misconduct. Each party shall maintain, at all times under this Easement Agreement, general liability insurance, with commercially reasonable coverage limits per occurrence for property damage and bodily injury, to provide coverage for a party's obligations under this Easement Agreement. Grantee and Grantor shall provide evidence of such coverage to the other party as may be requested by a party.

6. **Miscellaneous.**

6.1 **Notices.** All notices required under this Easement Agreement shall be in writing and shall be delivered by facsimile transmittal (with machine verification of receipt), by a nationally recognized overnight courier service, or delivered by certified mail, return receipt requested. If a notice is mailed, it shall be considered delivered three (3) calendar days after deposit in such mail. If a notice is delivered via facsimile transmittal, it shall be deemed received upon receipt of verification of transmission. If a notice is delivered via overnight courier, it shall be deemed received upon the next business day. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Grantee: City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372-1513
Attention: PUBLIC WORKS DIRECTOR
Telephone: 253-952-3299
Email: JEREMY@CITYOFEDGEWOOD.ORG

Grantor: Puyallup School District

302 2nd Street Southeast
Puyallup, WA 98372
Attention: Mario Casello, Chief Operations Officer
Telephone: 253-841-8772
Email: casellmr@puyallup.k12.wa.us

6.2 Venue. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action or proceeding (unless otherwise agreed upon between Grantor and Grantee) shall be in Pierce County.

6.3 Construction. This Easement Agreement shall not be construed more favorably to one party over another, notwithstanding the fact one party, or its attorney, may have been more responsible for the preparation of the document.

6.4 Attorney's Fees. If any lawsuit or arbitration as set forth under this Easement Agreement arises in connection with or performance under this Easement Agreement, the substantially prevailing party in any lawsuit or arbitration shall be entitled to recover from the losing party the substantially prevailing party's costs and expenses, including reasonable attorneys' fees, incurred in connection therewith, in preparation therefor and on appeal therefrom, including those in any bankruptcy proceeding, which amounts shall be included in any judgment entered therein.

6.5 Modification. This Easement Agreement constitutes the entire agreement between the parties and no modification, amendment, addition to or changes to this Easement Agreement shall be valid or enforceable unless in writing and signed by all parties.

6.6 Waiver. No delay in exercising any right or remedy provided under this Easement Agreement shall constitute a waiver thereof, and no waiver of the breach of any provision of this Easement Agreement shall be construed as a waiver of preceding or succeeding breach of the same.

6.7 Severability. If any term or condition of this Easement Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision including in this Easement Agreement, and this Easement Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Easement Agreement.

6.8 Authority. The individuals executing this Easement Agreement represent and warrant that they have the authority to bind their principal to the terms and conditions of this Easement Agreement.

6.9 Effective Date. This Easement Agreement shall be effective upon the date of recordation in the public records of the Pierce County Auditor.

6.10 Covenant Running with the Land. The Easement Agreement shall be a covenant running with and this Easement Agreement shall: (i) burden and benefit Grantor's Property described under Exhibit A and (ii) shall be binding upon the successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the dates set forth below.

~~GRANTOR
PUYALLUP SCHOOL DISTRICT NO. 3,
a Washington municipal corporation~~

By: _____

Dr. Timothy S. Yeomans

Its: Superintendent

Date: _____

See page 7A for signature.

CITY OF EDGEWOOD, a Washington
municipal corporation

By: _____

[print name]

Its: Mayor, Daryl Edinger

Date: December 20, 2019

Attest:

By: Rachel Pitzel

Its: Rachel Pitzel, city clerk

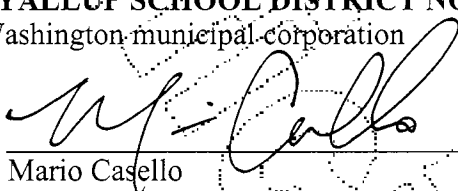
[print name]

Date: December 20, 2019

6.10 Covenant Running with the Land. The Easement Agreement shall be a covenant running with and this Easement Agreement shall: (i) burden and benefit Grantor's Property described under Exhibit A and (ii) shall be binding upon the successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the dates set forth below.

GRANTOR
PUYALLUP SCHOOL DISTRICT NO. 3,
a Washington municipal corporation

By: 
Mario Casello
Its: Chief Operations Officer
Date: 1/7/2020

CITY OF EDGEWOOD, a Washington
municipal corporation

By: _____
[print name]
Its: _____
Date: _____
Attest:
By: _____
Its: _____
[print name]
Date: _____

For reference only, not for re-sale.

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this day personally appeared before me Dr. Timothy S. Yeomans to me known to be the Superintendent of Puyallup School District No. 3, the Washington municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

DATED: _____

Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

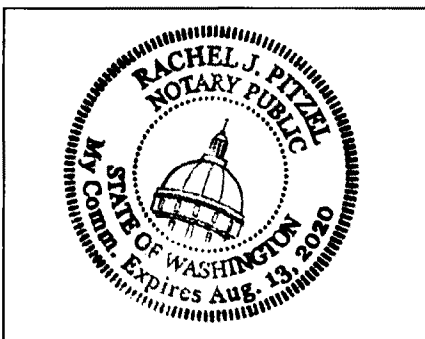
See page 8A for Notary
Acknowledgement

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this day personally appeared before me Daryl Edinger Mayor to me known to be the Mayor of the City of Edgewood, the Washington municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

DATED: December 20, 2019

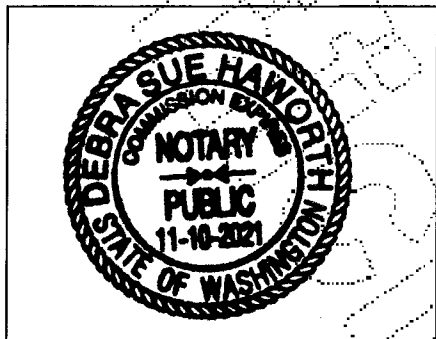
Rachel J. Pitzel
Notary Public
Print Name Rachel J. Pitzel
My commission expires 8/13/20



(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss
 COUNTY OF PIERCE)

On this day personally appeared before me Mario Casello to me known to be the Chief Operations Officer of Puyallup School District No. 3, the Washington municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.



DATED: Jan. 7, 2020

Debra Sue Haworth

Notary Public

Print Name DEBRA SUE HAWORTH

My commission expires 11-10-2021

(Use this space for notarial stamp/seal)

For reference only, not for re-sale.

LIST OF EXHIBITS

Exhibit A-1: Legal Description of Grantor's Northwood Elementary Property

Exhibit A-2: Legal Description of Grantor's Vacant Property

Exhibit B: Legal Description of Public Pedestrian Pathway Easement Area A

Exhibit C: Illustrative Map of Public Pedestrian Pathway Easement Area A

Exhibit D: Legal Description of Public Pedestrian Pathway Easement Area B

Exhibit E: Illustrative Map of Public Pedestrian Pathway Easement Area B

EXHIBIT A-1**LEGAL DESCRIPTION OF GRANTOR'S NORTHWOOD ELEMENTARY PROPERTY**

PARCEL A OF CITY OF EDGEWOOD BOUNDARY LINE ADJUSTMENT FILED UNDER
PIERCE COUNTY AUDITOR'S FILE NUMBER 201702095010 EXCEPT THAT PORTION
FOR PUBLIC RIGHT-OF-WAY, SITUATED IN PIERCE COUNTY, WASHINGTON.

SUBJECT TO SUCH COVENANTS, EASEMENTS, AND ENCUMBRANCES OF RECORD.

For reference only, not for re-sale.

EXHIBIT A-1

PSD-Edgewood. Public Pedestrian
Access Easements 12-06-19

EXHIBIT A-2**LEGAL DESCRIPTION OF GRANTOR'S VACANT PROPERTY**

PARCEL B OF CITY OF EDGEWOOD BOUNDARY LINE ADJUSTMENT FILED UNDER
PIERCE COUNTY AUDITOR'S FILE NUMBER 201702095010 EXCEPT THAT PORTION
FOR DEEDED FOR PUBLIC RIGHT-OF-WAY, SITUATED IN PIERCE COUNTY,
WASHINGTON.

SUBJECT TO SUCH COVENANTS, EASEMENTS, AND ENCUMBRANCES OF RECORD.

For reference only, not for re-sale.

EXHIBIT A-2

EXHIBIT B
LEGAL DESCRIPTION FOR PUBLIC PEDESTRIAN PATHWAY EASEMENT AREA A

A 20.00 FOOT WIDE STRIP OF LAND LOCATED WITHIN THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, THE CENTERLINE OF SAID STRIP IS SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER;

THENCE NORTH 88°32'25" WEST, ALONG THE MONUMENTED SOUTH LINE OF SAID NORTHEAST QUARTER, 661.51 FEET TO THE EAST LINE OF SAID WEST HALF;

THENCE NORTH 01°45'37" EAST, ALONG SAID EAST LINE, 30.00 FEET TO THE SOUTHEAST CORNER OF PARCEL B OF BOUNDARY LINE ADJUSTMENT FILED UNDER PIERCE COUNTY AUDITOR FEE NUMBER 201702095010 AND THE NORTH MARGIN OF 24TH STREET EAST;

THENCE NORTH 88°32'25" WEST, ALONG SAID NORTH MARGIN, 179.05 FEET TO THE **POINT OF BEGINNING** OF THIS CENTERLINE DESCRIPTION;

THENCE NORTH 02°23'48" EAST, 184.86 FEET;

THENCE NORTH 13°29'35" EAST 248.00 FEET;

THENCE NORTH 42°55'25" WEST 192.32 FEET, TO A LINE LYING 10.00 EAST AND PARALLEL WITH THE WESTERLY LIMITS OF SAID PARCEL B;

THENCE NORTH 35°19'02" EAST, ALONG SAID PARALLEL LINE, 293.19 FEET, TO A LINE LYING 10.00 FEET SOUTH AND PARALLEL WITH THE NORTHERLY LIMITS OF SAID PARCEL B;

THENCE SOUTH 88°25'59" EAST, ALONG SAID PARALLEL LINE, 99.78 FEET, TO THE EAST LINE OF PARCEL B AND THE **TERMINUS**.

ALL SIDELINES OF SAID STRIP SHALL BE EXTENDED OR SHORTENED TO INTERSECT THE NORTH MARGIN OF SAID 24TH STREET EAST AND THE LIMITS OF SAID PARCEL B.

CONTAINING 20,362± SQUARE FEET, MORE OR LESS.

DESIRAE SCHILLING, P.L.S.
WASHINGTON STATE REGISTRATION NO. 49289
SITTS & HILL ENGINEERS, INC.
4815 CENTER STREET, TACOMA, WA 98409



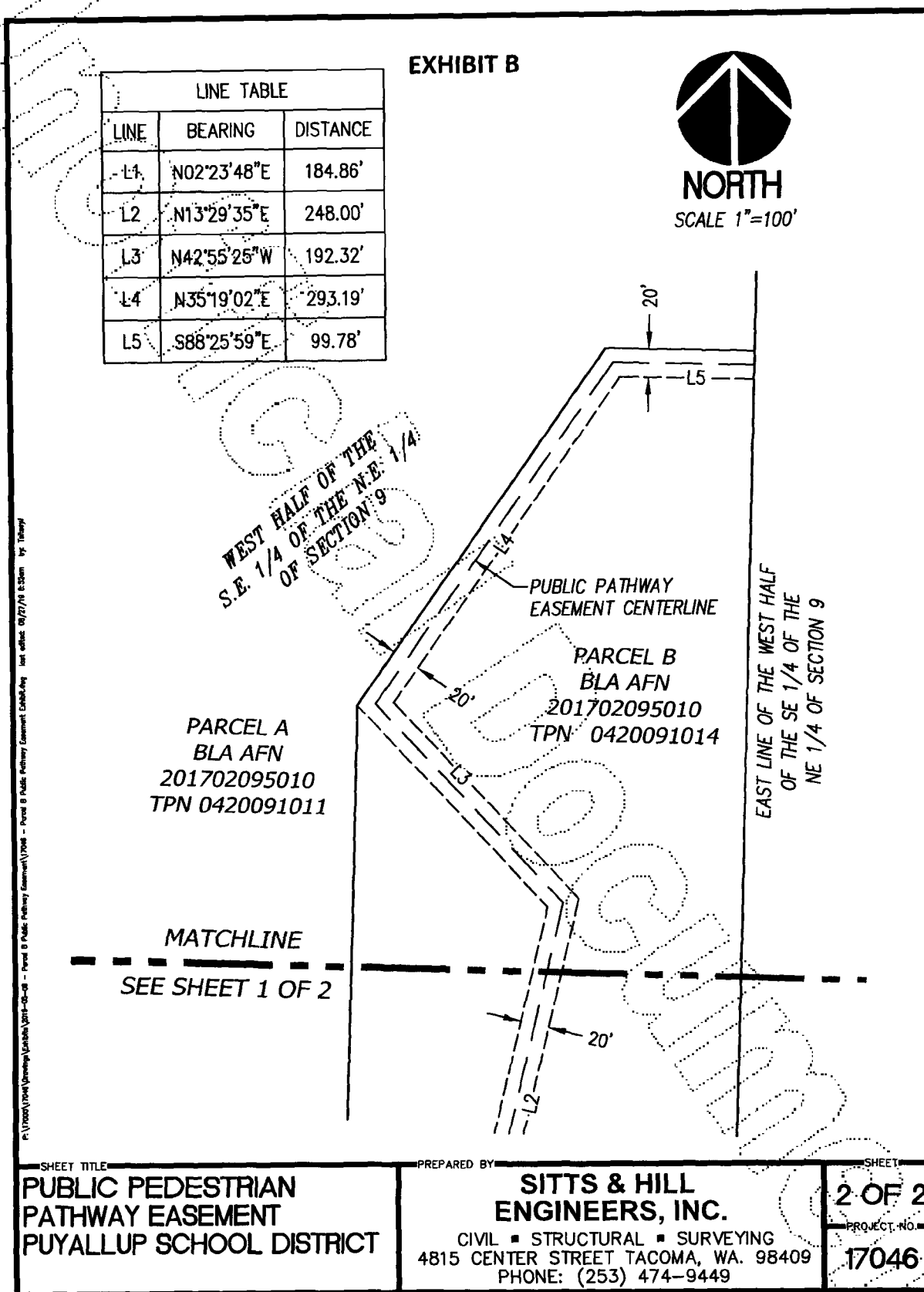
Puyallup School District Parcel 0420091014

Project No. 17046

For reference only, not for re-sale.

Page 77 of 208

For reference only, not for re-sale.



SHEET TITLE
**PUBLIC PEDESTRIAN
 PATHWAY EASEMENT
 PUYALLUP SCHOOL DISTRICT**

PREPARED BY
**SITTS & HILL
 ENGINEERS, INC.**
 CIVIL ■ STRUCTURAL ■ SURVEYING
 4815 CENTER STREET TACOMA, WA. 98409
 PHONE: (253) 474-9449

SHEET
2 OF 2
 PROJECT NO.
17046

EXHIBIT C
PUBLIC PEDESTRIAN PATHWAY EASEMENT AREA A

PARCEL A
BLA AFN
201702095010
TPN 0420091011

PARCEL B
BLA AFN
201702095010
TPN 0420091014



PUBLIC
PATHWAY
EASEMENT

--- 24TH STREET E. ---

P:\17002\17002.dwg (17002) 12/30/2022 11:25:00 AM by: shtts

SHEET TITLE
**PUBLIC PEDESTRIAN
PATHWAY EASEMENT
PUYALLUP SCHOOL DISTRICT**

PREPARED BY
**SITTS & HILL
ENGINEERS, INC.**
CIVIL ■ STRUCTURAL ■ SURVEYING
4815 CENTER STREET TACOMA, WA. 98409
PHONE: (253) 474-9449

SHEET
1 OF 1
PROJECT NO.
17046

For reference only, not for re-sale.

EXHIBIT D
LEGAL DESCRIPTION FOR PUBLIC PEDESTRIAN PATHWAY EASEMENT AREA B

A 12.00 FOOT WIDE STRIP OF LAND LOCATED WITHIN REVISED PARCEL A OF CITY OF EDGEWOOD BOUNDARY LINE ADJUSTMENT FILED UNDER PIERCE COUNTY AUDITOR FILE NUMBER 201702095010 BEING WITHIN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, THE CENTERLINE OF SAID STRIP IS SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER;

THENCE NORTH 88°32'25" WEST, ALONG THE MONUMENTED SOUTH LINE OF SAID NORTHEAST QUARTER, 935.99 FEET TO THE EAST LINE OF SAID REVISED PARCEL A, EXTENDED SOUTHERLY;

THENCE NORTH 01°27'35" EAST 30.00 FEET TO THE SOUTHEAST CORNER OF SAID REVISED PARCEL A AND THE NORTH MARGIN OF 24TH STREET EAST;

THENCE NORTH 88°32'25" WEST, ALONG SAID NORTH MARGIN, 306.57 FEET TO THE **POINT OF BEGINNING** OF THIS CENTERLINE DESCRIPTION;

THENCE NORTH 52°19'18" EAST 18.17 FEET TO THE BEGINNING OF A 51.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;

THENCE CLOCKWISE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°22'52", A DISTANCE OF 29.71 FEET;

THENCE NORTH 85°42'09" EAST 38.20 FEET TO THE BEGINNING OF A 506.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE CLOCKWISE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°16'34", A DISTANCE OF 73.09 FEET;

THENCE SOUTH 86°01'17" EAST 30.44 FEET TO THE BEGINNING OF A 71.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE, CLOCKWISE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°29'48", A DISTANCE OF 42.75 FEET;

THENCE SOUTH 51°31'29" EAST 21.55 FEET TO THE NORTH MARGIN OF SAID 24TH STREET EAST AND THE **TERMINUS**;

ALL SIDELINES OF SAID STRIP SHALL BE EXTENDED OR SHORTENED TO INTERSECT THE NORTH MARGIN OF SAID 24TH STREET EAST.

CONTAINING 3,047± SQUARE FEET, MORE OR LESS.

DESIRAE SCHILLING, P.L.S.
WASHINGTON STATE REGISTRATION NO. 49289
SITTS & HILL ENGINEERS, INC.
4815 CENTER STREET, TACOMA, WA 98409



Puyallup School District Parcel 0420091011
Project No. 17046

For reference only, not for re-sale.



SCALE: 1"=100'

EXHIBIT E**PUBLIC PEDESTRIAN PATHWAY EASEMENT AREA B****LEGEND**FOUND MONUMENT PER
BLA AFN 201702095010

EASEMENT AREA

PROPOSED EASEMENT AREA
12' WIDE, INCLUDES
2' ALONG NORTHERLY EDGE
TOTAL AREA = 3,047± SQ.FT.

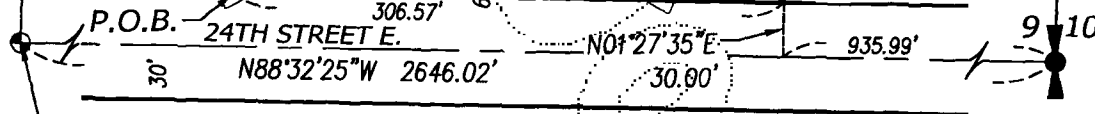
PARCEL A
BLA AFN
201702095010
TPN 0420091011

PARCEL B
BLA AFN 201702095010
TPN 0420091014

94TH AVE EAST

WEST LINE PARCEL A

MERIDIAN AVE E.

CENTER
SECTION 9

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	29.71'	51.00'	33°22'52"
C2	73.09'	506.00'	8°16'34"
C3	42.75'	71.00'	34°29'48"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N52°19'18"E	18.17'
L2	N85°42'09"E	38.20'
L3	S86°01'17"E	30.44'
L4	S51°31'29"E	21.55'

SHEET TITLE

EXHIBIT E
PUBLIC WALKWAY
EASEMENT AREA
PUYALLUP SCHOOL DISTRICT

PREPARED BY

SITTS & HILL
ENGINEERS, INC.

CIVIL ■ STRUCTURAL ■ SURVEYING
4815 CENTER STREET TACOMA, WA. 98409
PHONE: (253) 474-9449

SHEET

1 OF 1

PROJECT NO.

17046

For reference only, not for re-sale.

MITIGATION PLAN
for
Unavoidable Project Wetland Impacts

NORTHWOOD ACCESS EASEMENT

Dhaliwal TC Landing LLC & Alpine Landing LLC

RAI Project # 2018-097-119
City File #20-1348

Pierce County Parcel No.
0420091014

Adjacent East of 9917 24th St. E
City of Edgewood, Washington

Prepared for:
Mr. Satwant Singh
Dhaliwal TC Landing LLC & Alpine Landing LLC
5218 76th Avenue Ct. West
University Place, WA
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Prepared by
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REV 2
February 2, 2022

EXECUTIVE SUMMARY

The Northwood Easement Project Site, 9917 24th Street East and adjacent east Right of Way is located generally north of 24th Street East, in the City of Edgewood, Washington. The project site is one parcel approximately 38,453 sq. ft.(0.88 acre) and an undeveloped Right of Way adjacent east. The site is bounded on the north and east by commercial development, west by an elementary school, and south by residential development. The site contains a sanitary sewer transport pipeline.

As part of the site planning process an assessment of the project site was completed following the procedures outlined in the *Washington State Wetlands Identification and Delineation Manual* (Wash. Manual) and the *Corps of Engineers Wetland Delineation Manual* (2010 Supplement). Drainage corridors were also assessed in accordance with the criteria established by the City of Edgewood and the State of Washington Department of Natural Resources (WDNR) Forest Practice Rules (WAC 222-16-030). These assessment activities resulted in the identification of one wetland area (See *Wetland and Drainage Corridor Evaluation and Delineation Report and Conceptual Wetland and Buffer Mitigation Plan*, Northwood Easement, BCES, April 4, 2021). The site is totally encumbered by regulated wetlands and their buffers.

The selected site development action for this project site is the improvement of the existing Right of Way to support the multi-family residential complex to the north. This improvement is required by City of Edgewood consistent with the City of Edgewood comprehensive plan and local land use zoning. Through site planning the project team has been able to design the road improvement to minimize impacting the identified onsite wetlands. However, to obtain use of the Right of Way, the Cat. 3 Wetland on the site must be reduced by 5,294 sq. ft. To mitigate for the encroachment into the wetland and standard buffer, the reduced buffer area will be revegetated with native trees and shrubs and an additional wetland area of 2,088 sq ft. will be created.

TABLE OF CONTENTS

INTRODUCTION.....	1
STUDY PURPOSE.....	1
SITE DESCRIPTION	1
MITIGATION PLAN.....	1
WETLAND MITIGATION RATIOS.....	3
MITIGATION PLAN ELEMENTS– WETLAND	4
MITIGATION PLAN ELEMENTS- BUFFER	5
MITIGATION PLAN ELEMENTS - COMMON	5
GOAL AND OBJECTIVE OF THE MITIGATION PLAN	6
SELECTED PLANT COMMUNITIES.....	7
PLANTING GUIDELINES.....	14
CONSTRUCTION INSPECTION	16
MITIGATION CONSTRUCTION SCHEDULE	18
STANDARDS OF SUCCESS	18
<i>Vegetation Sampling Methodology and Monitoring Schedule</i>	<i>18</i>
<i>Vegetation Monitoring</i>	<i>18</i>
WILDLIFE OBSERVATIONS	19
COVERAGE FOR EXPOSED BUFFER AREA.....	20
PLANTING NOTES.....	21
WETLAND MITIGATION PERFORMANCE BOND	21
REFERENCE LIST.....	22
ATTACHMENT 1 - Bond Quantity Worksheet.....	15
ATTACHMENT 2 - Site Plan C. 1.....	16
ATTACHMENT 3 – Mitigation Plan Drawing.....	17

STANDARD OF CARE

Prior to extensive site planning, this document should be reviewed and the wetland boundaries verified by the appropriate resource and permitting agencies. Wetland boundaries, wetland classifications, wetland ratings, proposed buffers, and proposed compensatory mitigation should be reviewed and approved by City of Edgewood Planning dept. personnel and potentially other resource agency staff. BCES 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. BCES is not responsible for design costs incurred before this document is approved by the appropriate resource and permitting agencies.

Mark Heckert
Beaver Creek Environmental Services [BCES]

INTRODUCTION

This report details activities to mitigate for unavoidable impacts to regulated City of Edgewood environmentally Critical Areas as an initial element of the site planning process for the NORTHWOOD EASEMENT project (Parcel # 0420091014 and Right of Way (RoW) adjacent East). The project site is one parcel, approximately 38,453 sq. ft. and an unimproved RoW adjacent east of the parcel. The site is bounded on the north and east by commercial development, west by an elementary school, and south by residential development. The site contains a sanitary sewer transport pipeline.

STUDY PURPOSE

This purpose of this document is to present the plan for mitigation of unavoidable impacts to the regulated wetland and buffer within the RoW site. This study was designed to accommodate site planning and potential regulatory actions. This report is suitable for submittal to federal, state, and local authorities for wetland boundary verification and permitting actions.

SITE DESCRIPTION

The site is irregular, approximately 0.88 ac., sloping to the south throughout, and located within an urbanizing area of the City of Edgewood.

Movement of surface water runoff across the site is generally to the south to the stream (Simmons Cr.) which coalesces south of 24th Street East.

MITIGATION PLAN

The selected site development action for the Northwood Easement is the development of an improved RoW to serve the multi-family development to the north consistent with the City of Edgewood comprehensive plan and local land use zoning. The development of this RoW will include the improvement of the road surface and required roadway amenities. Through site planning the project team has been able to design the roadway associated utilities to minimize adversely impacting the identified onsite wetland and buffer. The wetland must be reduced by 5,294 sqft. And the standard buffer of the wetland must be reduced by 21,890 sqft. to obtain access to the multi-family development to the north.

Mitigation Sequencing:

Site planning for impact mitigation follows the required mitigation sequencing protocol of Avoidance, Minimization, Mitigation.

Avoidance: The improvement of the right-of-way is required to provide access to the development to the north. It is the only access site existing. The roadway must follow the existing dedicated right-of-way.

Minimization: The site to the west is a middle school and will not allow access across their property for safety. The footprint of the right-of-way is dimensioned according to Transportation regulations and may not be reduced.

Mitigation: Impacts which cannot be avoided or minimized are enumerated according to City of Edgewood regulations (Att. 1b). The proposed development is the minimum required to achieve reasonable use of the site. The development is situated as far from the wetland as practicable.

Through this compensatory mitigation the development would **not** result in a “net loss” of regulated wetland area, function, or value consistent with City of Edgewood Zoning Code.

Due to site constraints and the imperative of the access, the wetland must be reduced by 5,294 sq. ft. The buffer must be reduced by 21,890 sq. ft. for this impact. This adjacent site also carries a 7,447 sq. ft. buffer impact from the 2009 development of transiting a sewer main across the site. Together, these buffer impacts total 29,337 sq. ft..

Proposed mitigation for the permanent alteration of the buffer of Wetland ABC will focus on enhancing the remaining onsite buffer.

This easement is essential for access to the Northwoods development. The easement cannot be relocated or altered in configuration. As a consequence, the development will result in unavoidable fill of regulated wetland and buffer.

Impact Area Analysis – (in sq. ft.)

Area	Development Impact	Mitigation required?	Mitigation ratio	Mitigation Sq. Ft.
Buffer –	21,890	YES	1:1	21,890
Buffer Impact from Sewer Pipe Placement - 2009	7,447	YES	1:1	7,447
TOTAL BUFFER IMPACT		YES	1:1	29,337
		YES		
Wetland	5,294 Cat. 3	YES	Creation or Reestablishment 2:1	10,588
			Rehabilitation 4:1	21,176
			Enhancement 8:1	42,352
TOTAL	35,261			

After Right-of-Way improvement, the remaining wetland area on the site is 36,066 sq. ft.

The entire wetland and buffer area has been intensively manipulated in the past 10-20 years. The site was farmed until ca. 2000. The construction of the sewer line constricted the wetland and buffer. Siting of the sewer line has allowed the site to revegetate, which has resulted in different seral stages occurring through the wetland. Even in areas of canopy closure, there are areas of exotic invasive vegetation. The

entire wetland is degraded by previous development, and dominated by reed canarygrass through a majority of the site.

Wetland enhancement will include installation of trees and shrubs opportunistically through the entire wetland. Areas of overstory closure will be enhanced thorough understory planting and removal of exotic vegetation. The entire wetland will derive functional lift from enhancement.

Enhancement sq. ft. needed for mitigation is 42,352 sq. ft.. Wetland enhancement will account for 36,066 sq. ft. needed wetland mitigation leaving a deficit of 786 sq. ft. Wetland creation of 2:1 ratio necessitates 2,088 sq. ft. of wetland creation to mitigate the deficit.

City of Edgewood Table 14.40.060

Wetland Mitigation Ratios

Category and Type of Wetland	Creation or Reestablishm	Rehabilitation	Enhancement
Category I: High conservation value/b	Not considered possible	Not considered possible	Not considered possible
Category I: Mature and old growth for	6:1	12:1	24:1
Category I: Based on functions	4:1	8:1	16:1
Category II	3:1	6:1	12:1
Category III	2:1	4:1	8:1
Category IV	1.5:1	3:1	6:1

The east branch of the wetland passes through the right-of-way and continues on the site to east. To maintain connectivity with the wetland west of the right-of-way, a box culvert 28 in. wide and 20 in. high will be installed where the wetland crosses the right-of-way.

Fencing: A fence will be installed at the southern reduced buffer boundary of the wetland and stream. City of Edgewood wetland buffer boundary will be attached on every third post. No further activity will occur within the fenced area once enhancement planting is complete.

The existing wetland in the interior of the site has been degraded by prior filling and clearing of vegetation.

Potential impacts to habitat from the development are:

1). **Short-term construction disruption.** This impact will be mitigated thru the placement of silt fence barriers in every area which may flow into the wetland and stream (see Northwood Easement Site Civil Plans, erosion control Plan) and oversight by the project biologist during construction. The project biologist will observe and consult with construction crews during construction to ensure compliance with best management practices during the excavation of the buffer area.

2). **Long-term impacts from development:**

- a). Permanent loss of habitat area. There will be no functional loss of habitat area. The present wetland and buffer in the mitigation area is poor functional. Functional buffer area will increase as a result of installation of trees.
- b). Loss of habitat utility due to light and noise from the development and increased visitation by people. Lighting of the developed area will increase “spill-over” of light to the mitigated buffer and wetland. All lighting will be directed away from the mitigation area. A boundary planting of shrubs will be placed within the retained buffer to provide light and auditory shading. The boundary fence will be a 2-post cedar fence to inhibit intrusion by people.

MITIGATION FUNCTIONAL COMPARISON

ENVIRONMENTAL FUNCTION	EXISTING	PROPOSED
Hydrological Support Function	Low	Moderate
Stormwater Storage Function	High	High
Floodwater Storage Function	High	High
Water Quality Function	Moderate	High
Groundwater Recharge Function	Moderate	Moderate
Natural Biological Functions	Moderate	High
Education and Recreational Opportunities	Low	Moderate
Threatened and Endangered Species	Moderate	High

(after Adamus et al. 1987; Reppert et al. 1979)

MITIGATION PLAN ELEMENTS– WETLAND

The proposed mitigation for the wetland impact of 5,294 sq. ft. will be (Att. 1b):

- 36,066 sq. ft. of wetland enhancement = 6.8:1 mitigation ratio [4,508 sq ft less than needed]
 - 5,294 sq. ft. minus 4,508 sq. ft. = 786 sq. ft. remaining wetland impact to be mitigated @ 2:1 ratio.
 - 2,088 sq. ft. sq. ft. of wetland creation adjacent to existing Wetland = 2.7:1 ratio.
1. As mitigation for the unavoidable impact to 5,294 sq. ft. of City of Edgewood regulated Category 3 Wetland at the center of the project site, the remaining wetland of 36,066 sqft. will be enhanced with native trees and shrubs. The wetland area to be enhanced is presently dominated by reed canarygrass. The wetland areas to be enhanced will be cleared of exotic species and planted with native shrubs around existing vegetation. Supportive hydrology will continue to be provided by the existing flow.
 2. As mitigation for the unavoidable impact to 5,294 sq. ft. of City of Edgewood regulated Category 3 Wetland, 2,088 sqft wetland will be created adjacent to existing wetland and planted with native trees, shrubs, and emergents. The creation site will be

excavated to 1 ft. below OHWM mark, and benchmarked by adjacent wetland elevation.

3. The creation area will be backfilled with organic topsoil from an approved source to ½ ft. below the OHWM.
4. The buffer enhancement and creation areas will be replanted with native trees, shrubs, and emergents.
5. Reed Canarygrass and other exotic invasives will be removed by hand pulling and raking. Herbicide use contingent on removal success.
6. Pulled and cleared areas will be hydroseeded with wetland emergents.

MITIGATION PLAN ELEMENTS- BUFFER

The proposed mitigation for 29,337 sq. ft. of buffer impact will be (Att. 1a):

- 49,488 sq. ft. of buffer enhancement contiguous with the existing wetland = 1.7:1 mitigation ratio
1. As mitigation for the unavoidable impact to 29,337 sq. ft. of City of Edgewood regulated Category 3 Wetland buffer, an area of 49,488 sqft of the remaining buffer will be enhanced with native trees and shrubs. The buffer area to be enhanced is presently dominated by reed canarygrass and Himalayan blackberry. The buffer areas to be enhanced will be cleared of exotic species and planted with native trees and shrubs around existing vegetation. Supportive hydrology will continue to be provided by the existing flow.
 2. Reed Canarygrass and other exotic invasives will be removed by hand pulling and raking. Herbicide use contingent on removal success.
 3. Pulled and cleared areas will be hydroseeded with buffer emergents.

MITIGATION PLAN ELEMENTS - COMMON

1. All onsite activities will be monitored by the project biologist. Following the completion of onsite planting activities a "record-drawing" plan will be prepared and submitted to City of Edgewood. A **five-year** monitoring program will be undertaken to assure the success of the buffer enhancement program. A series of financial guarantees will also be implemented to assure that the proposed work is completed and is successful.
2. The outer boundaries of the established buffer tract would be marked with standard City of Edgewood buffer boundary signs. The buffer boundaries will be fenced to limit human intrusions between the upland boundary of the remaining buffer and the developed portion of the site. In addition, the project team will remove the trash, debris, and invasive shrubs within the retained wetland and buffer areas.

3. Wetland and buffer vegetation cleared or otherwise damaged during the installation of the mitigation plan shall be revegetated with appropriate native plants installed at an appropriate density to restore the damaged condition. These plants shall be subject to the same performance standards indicated in the mitigation plan.

GOAL AND OBJECTIVE OF THE MITIGATION PLAN

The **GOAL** of the Mitigation Plan is to fully compensate for the unavoidable adverse impact to regulated wetland and buffer areas. Upon the completion of this mitigation plan there will be no net loss of wetland acreage, functions, or values; and an increase in the potential for the buffer to protect aquatic habitats.

To achieve the defined **GOAL**, the following **OBJECTIVES and PERFORMANCE CRITERIA** have been established to apply to the compensatory mitigation wetland area.:

Objective A. The enhanced wetland area will total 36,066 sq. ft. and be located in present configuration. The enhanced wetland will be hydrologically connected to the adjacent City of Edgewood Category III wetland. The enhanced wetland area will exhibit a tree vegetation class within five years following initial planting.

Performance Criterion #A1: As defined by plant counts 100% of the trees and shrubs installed as a part of the initial planting phase will be alive at the end of the first growing season.

Performance Criterion #A2: As defined by plant counts 80% of the shrubs installed as a part of the initial planting phase will be alive at the end of the fifth growing season.

Performance Criterion #A3: As defined by aerial cover, invasives will cover less than 10% of the planting area in any one year.

Objective B. The created wetland of 2,088 sqft. will be located adjacent to the existing wetland. The created wetland will be hydrologically connected to the City of Edgewood Category III wetland. The created wetland area will exhibit a tree vegetation class within five years following initial planting.

Performance Criterion #B1: As defined by plant counts 100% of the trees and shrubs installed as a part of the initial planting phase will be alive at the end of the first growing season.

Performance Criterion #B2: As defined by plant counts 80% of the trees and shrubs installed as a part of the initial planting phase will be alive at the end of the fifth growing season.

Performance Criterion #B3: As defined by aerial cover, invasives will cover less than 10% of the planting area in any one year.

Objective C. The enhanced buffer area will total 49,488 sq. ft. and be located adjacent to the site wetland. The enhanced buffer will be hydrologically connected to the adjacent City of Edgewood Category III wetland. The enhanced buffer area will exhibit a tree and shrub vegetation class within five years following initial planting.

Performance Criterion #C1: As defined by plant counts 100% of the trees and shrubs installed as a part of the initial planting phase will be alive at the end of the first growing season.

Performance Criterion #C2: As defined by plant counts 80% of the shrubs installed as a part of the initial planting phase will be alive at the end of the fifth growing season.

Performance Criterion #C3: As defined by aerial cover, invasives will cover less than 10% of the planting area in any one year.

SELECTED PLANT COMMUNITIES

The plant communities and plants selected for the created wetland and buffer areas will be obtained as nursery stock. These selected species are native and commonly occur in the local area. The plant species prescribed are selected to increase plant diversity, match present onsite communities, increase wildlife habitats, and enhance the aquatic environment. Plantings will be located as depicted on the attached Northwood Easement Mitigation Plan drawing.

WETLAND MITIGATION PLANTING AREA A:

Retained Wetland Enhancement – Mature tree cover

7,651 sq. ft.

No planting.

Exotic Invasive vegetation to be hand removed.

WETLAND MITIGATION PLANTING AREA B:

Retained Wetland Enhancement – 100% Reed canarygrass

All vegetation to be removed by grubbing and herbicide

6,029 sq. ft. @ 0.012/sq. ft. = 72 trees

To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
11	Western red cedar (THP) <i>Thuja plicata</i>	Wetland	9 ft	4 ft height minimum	FAC
11	Sitka spruce (PIS) <i>Picea sitchensis</i>	Wetland	9 ft	4 ft height minimum	FAC
11	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Wetland	9 ft	4 ft height minimum	FAC
11	Pacific willow (SAL) <i>Salix lasiandra</i>	Wetland	9 ft	4 ft height minimum	FACW
11	Cascara (RAP) <i>Rhamnus purshiana</i>	Wetland	9 ft	4 ft height minimum	FAC
11	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Wetland	9 ft	4 ft height minimum	FAC
11	Oregon ash (FRL) <i>Fraxinus latifolia</i>	Wetland	9 ft	4 ft height minimum	FACW

6,029 sq. ft. @ 0.028/sq. ft. = 169 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
16	Western crabapple (MAF) <i>Malus fusca</i>	Wetland	6 ft	2 gal	FACW
16	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
16	Nootka rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
16	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC
16	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
16	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
16	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
16	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC

16	Prickly currant (RIL) <i>Ribes lacustre</i>	Wetland	6 ft	2 gal	FAC
16	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
16	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

WETLAND MITIGATION PLANTING AREA: C

Retained Wetland Enhancement – Submature trees with Blackberry understory

Exotic Invasive vegetation to be hand removed

No tree planting – shrubs planted opportunistically around trees

7948 sq. ft. @ 0.028/sq. ft. = 222 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
23	Western crabapple (PYF) <i>Pyrus fusca</i>	Wetland	6 ft	2 gal	FACW
23	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
23	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
23	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC+
23	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW-
23	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
23	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
23	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
23	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
23	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
23	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

WETLAND MITIGATION PLANTING AREA: D

Retained Wetland Enhancement – Submature trees with Blackberry understory

Exotic Invasive vegetation to be hand removed

No tree planting – shrubs planted opportunistically around trees

1864 sq. ft. @ 0.028/sq. ft. = 53 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
5	Western crabapple (PYF) <i>Pyrus fusca</i>	Wetland	6 ft	2 gal	FACW
5	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
5	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
5	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC
5	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
5	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
5	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
5	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
5	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
5	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
5	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

WETLAND MITIGATION PLANTING AREA : E

Retained Wetland Enhancement – 100% Reed canarygrass

All vegetation to be removed by grubbing and herbicide

10,316 sq. ft. @ 0.012/sq. ft. = 124 trees

To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
18	Western red cedar (THP) <i>Thuja plicata</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Sitka spruce (PIS) <i>Picea sitchensis</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Pacific willow (SAL) <i>Salix lasiandra</i>	Wetland	9 ft	4 ft height minimum	FACW
18	Cascara (RAP) <i>Rhamnus purshiana</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Oregon ash (FRL) <i>Fraxinus latifolia</i>	Wetland	9 ft	4 ft height minimum	FACW

10,316 sq. ft. @ 0.028/sq. ft. = 289 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
27	Western crabapple (MAF) <i>Malus fusca</i>	Wetland	6 ft	2 gal	FACW
27	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
27	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
27	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC
27	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
27	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
27	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
27	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
27	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
27	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
27	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

WETLAND MITIGATION PLANTING AREA: F

Retained Wetland Enhancement – Submature trees with Blackberry understory

Exotic Invasive vegetation to be hand removed

No tree planting – shrubs planted opportunistically around trees

2227 sq. ft. @ 0.028/sq. ft. = 53 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
6	Western crabapple (MAF) <i>Malus fusca</i>	Wetland	6 ft	2 gal	FACW
6	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
6	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
6	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC
6	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
6	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
6	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW

6	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
6	Nootka Rose (RON) <i>Rose nutkana</i>	Wetland	6 ft	2 gal	FAC
6	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
6	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

MITIGATION PLANTING AREA: CREATED WETLAND –
2,088 sq. ft. @ 0.012/sq. ft. = 25 trees
To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
4	Western red cedar (THP) <i>Thuja plicata</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Sitka spruce (PIS) <i>Picea sitchensis</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Pacific willow (SAL) <i>Salix lasiandra</i>	Wetland	9 ft	4 ft height minimum	FACW
4	Cascara (RAP) <i>Rhamnus purshiana</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Oregon ash (FRL) <i>Fraxinus latifolia</i>	Wetland	9 ft	4 ft height minimum	FACW

2,088 sq. ft. @ 0.028/sq. ft. = 58 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
8	Western crabapple (MAF) <i>Malus fusca</i>	Wetland	6 ft	2 gal	FACW
8	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC
8	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
8	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
8	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
8	Nootka Rose (RON) <i>Rose nutkana</i>	Wetland	6 ft	2 gal	FAC
8	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC

6	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

2,088 sq. ft. @ 1 lb./500 sq. ft. = 5 lbs. native wetland plant seed mix hydroseeded over plantings.

Native Wetland emergent mix

- 45% Rice Cutgrass
- 40% NW Mannagrass
- 10% Bluejoint Reedgrass
- 3% Spike Bentgrass
- 2% Wool-grass

BUFFER MITIGATION PLANTING AREA: A

Retained Buffer Enhancement –

100% Himal Blackberry

All exotic invasive vegetation to be removed by grubbing & herbicide

20,167 sq. ft. @ 0.012/sq. ft. = 242 trees

To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
41	Western red cedar (THP) <i>Thuja plicata</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Sitka spruce (PIS) <i>Picea sitchensis</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Scouler willow (SAC) <i>Salix scouleriana</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Cascara (RAP) <i>Rhamnus purshiana</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Buffer	9 ft	4 ft height minimum	FAC

20,167 sq. ft. @ 0.028/sq. ft. = 565 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
63	Western crabapple (MAF) <i>Pyrus fusca</i>	Buffer	6 ft	2 gal	FACW
63	Vine maple (ACC) <i>Acer circinatum</i>	Buffer	6 ft	2 gal	FAC
63	Wild rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU
63	Black twinberry (LOI) <i>Lonicera involucrata</i>	Buffer	6 ft	2 gal	FAC
63	Hazelnut (COC) <i>Corylus cornuta</i>	Buffer	6 ft	2 gal	FACU

63	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Buffer	6 ft	2 gal	FAC
63	Wild Rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU
63	Black currant (RIB) <i>Ribes bracteosum</i>	Buffer	6 ft	2 gal	FAC
63	Thimbleberry (RUP) <i>Rubus parviflorus</i>	Buffer	6 ft	2 gal	FACU

BUFFER MITIGATION PLANTING AREA: B

Retained Buffer Enhancement – Submature trees with Blackberry understory

Exotic Invasive vegetation to be hand removed

No tree planting – shrubs planted opportunistically around trees

2981 sq. ft. @ 0.028/sq. ft. = 84 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
10	Western crabapple (MAF) <i>Malus fusca</i>	Buffer	6 ft	2 gal	FACW
10	Vine maple (ACC) <i>Acer circinatum</i>	Buffer	6 ft	2 gal	FAC
10	Wild rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU
10	Black twinberry (LOI) <i>Lonicera involucrata</i>	Buffer	6 ft	2 gal	FAC
10	Hazelnut (COC) <i>Corylus cornuta</i>	Buffer	6 ft	2 gal	FACU
10	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Buffer	6 ft	2 gal	FAC
10	Nootka Rose (RON) <i>Rosa nutkana</i>	Buffer	6 ft	2 gal	FACU
10	Black currant (RIB) <i>Ribes bracteosum</i>	Buffer	6 ft	2 gal	FAC
10	Thimbleberry (RUP) <i>Rubus parviflorus</i>	Buffer	6 ft	2 gal	FACU

BUFFER MITIGATION PLANTING AREA: C

Retained Buffer Enhancement – Submature trees with Blackberry understory

Exotic Invasive vegetation to be hand removed

No tree planting – shrubs planted opportunistically around trees

8493 sq. ft. @ 0.028/sq. ft. = 238 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
27	Western crabapple (MAF) <i>Malus fusca</i>	Buffer	6 ft	2 gal	FACW

27	Vine maple (ACC) <i>Acer circinatum</i>	Buffer	6 ft	2 gal	FAC
27	Wild rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU
27	Black twinberry (LOI) <i>Lonicera involucrata</i>	Buffer	6 ft	2 gal	FAC
27	Hazelnut (COC) <i>Corylus cornuta</i>	Buffer	6 ft	2 gal	FACU
27	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Buffer	6 ft	2 gal	FAC
27	Nootka Rose (RON) <i>Rose nutkana</i>	Buffer	6 ft	2 gal	FAC
27	Black currant (RIB) <i>Ribes bracteosum</i>	Buffer	6 ft	2 gal	FAC
27	Thimbleberry (RUP) <i>Rubus parviflorus</i>	Buffer	6 ft	2 gal	FACU

BUFFER MITIGATION PLANTING AREA: D

Retained Buffer Enhancement –

100% Himal Blackberry

All exotic invasive vegetation to be removed by grubbing & herbicide

9,180 sq. ft. @ 0.012/sq. ft. = 111 trees

To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
19	Western red cedar (THP) <i>Thuja plicata</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Sitka spruce (PIS) <i>Picea sitchensis</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Scouler willow (SAC) <i>Salix scouleriana</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Cascara (RAP) <i>Rhamnus purshiana</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Buffer	9 ft	4 ft height minimum	FAC

9180 sq. ft. @ 0.028/sq. ft. = 257 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
29	Western crabapple (MAF) <i>Malus fusca</i>	Buffer	6 ft	2 gal	FACW
29	Vine maple (ACC) <i>Acer circinatum</i>	Buffer	6 ft	2 gal	FAC
29	Wild rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU

29	Black twinberry (LOI) <i>Lonicera involucrata</i>	Buffer	6 ft	2 gal	FAC
29	Hazelnut (COC) <i>Corylus cornuta</i>	Buffer	6 ft	2 gal	FACU
29	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Buffer	6 ft	2 gal	FAC
29	Nootka Rose (RON) <i>Rose nutkana</i>	Buffer	6 ft	2 gal	FAC
29	Black currant (RIB) <i>Ribes bracteosum</i>	Buffer	6 ft	2 gal	FAC
29	Thimbleberry (RUP) <i>Rubus parviflorus</i>	Buffer	6 ft	2 gal	FACU

PLANTING GUIDELINES

1. Trees 9' O.C., or 0.012 per square foot of area; (this assumes 2-5 gal. size) — such trees are to be at least 50% conifers;
2. Plus shrubs 6' O.C., or 0.028 per square foot (this assumes 1-2 gal. size);
- **To be planted opportunistically around existing trees
- 3 Created Wetland hydroseeded @ 1 lbs. / 500 sq. ft.

CONSTRUCTION INSPECTION

Essential to the success of the compensatory mitigation program is the accurate inspection of onsite activities immediately prior to and during the wetland creation and planting phases. These activities include pre-construction site inspection, onsite inspection and technical direction during wetland creation and planting activities, and post-creation/planting site inspection and evaluation.

The pre-creation site inspection allows the project proponent and the project biologist to evaluate and, if necessary, adjust the onsite construction 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 construction. Interaction with City of Edgewood wetland staff is also an essential element during pre-construction site inspections and discussions. Onsite technical inspection during construction and planting activities will be implemented by the project biologist. The project biologist will perform oversight and address minor unforeseen difficulties to assure that the intent of the wetland mitigation plan is met.

The project biologist shall also be responsible for ensuring that the species and sizes of native plants selected are utilized during initial planting. If selected native species become unavailable, the project biologist will consult with City of Edgewood wetland staff for substitute plant species to ensure that the intent of the wetland mitigation plan is met.

Post-creation site inspection/evaluation will include the preparation of a "record-drawings" which will be submitted to City of Edgewood wetland staff.

VEGETATION MAINTENANCE PLAN

Maintenance of the created wetland and buffer plant communities may be required to assure the long-term health and welfare of the wetland's and buffer's environmental functions. The overall objective is to establish undisturbed plant communities that do not require maintenance.

The reduced wetland buffer will require irrigation for the monitoring period. Irrigation will be supplied June 1 thru September 1 at a rate of 1 inch per week.

Activities will include, but are not limited to, the removal of invasive non-native vegetation and the additional irrigation of selected areas. Established maintenance activities include the removal of any trash within the buffer.

MITIGATION CONSTRUCTION SCHEDULE

PROJECT TASK	TASK SCHEDULE (on or before)
Onsite pre-creation meeting	September, 2022
Placement of protective fencing, final marking, and identification of work area.	September, 2022
Planting of enhancement wetland & buffer	November, 2022
Record-drawings report to City	December, 2022

PROJECT MONITORING

Following the successful completion of the proposed compensatory mitigation plan a **five-year** monitoring and evaluation program will be undertaken. The purpose of this program is to assure the success of the selected mitigation as measured by an established set of performance criteria (see *above*). This monitoring will also provide valuable information on the effectiveness of mitigation procedures.

STANDARDS OF SUCCESS

Vegetation Sampling Methodology and Monitoring Schedule

Onsite monitoring will count and clearly identify each tree and shrub installed during the initial planting phase. Such monitoring will also include any subsequent planting required to meet the performance criteria. These defined performance criteria will be applied at the time of monitoring. All installed trees and shrubs will be visually evaluated to determine the rate of survivorship, health, and vigor of each plant.

Vegetation Monitoring

1. Upon the completion of initial planting and as a part of each monitoring period the project biologist will count the number of live plants which were planted within the wetland and buffer areas. Plants will be identified to species and observations of general plant condition (i.e., plant health, amount of new growth) are to be recorded for each plant.
2. The project biologist will count the number of undesirable invasive plants and estimate the aerial coverage (as if the observer were looking straight down from above) of these invasive plants. Undesirable plants include blackberries, Scot's broom, tansy ragwort, and other such plants listed in the Washington State Noxious Weed List.
3. The project biologist will count the number of desirable "volunteer" plants and estimate the aerial coverage of these plants within the mitigation area.
4. The project biologist will take photographs that show the entire mitigation area. During the five-year monitoring period photos will be taken in the same direction and at the

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

5. Upon the completion of the initial project planting and upon the completion of each monitoring period the project biologist will prepare a report defining methods, observations, and results along with the date the observations were completed. Each report will be sent to the City of Edgewood Planning Dept..
6. The monitoring schedule is defined as:
 - A. **At the completion of initial project planting.** This report will include a “record drawing” defining the species used, locations, and general site conditions. This report will also include a “lessons learned” section to assist in future monitoring and final project assessment. This “record drawing” and report will be provided to the City within two weeks after the completion of onsite planting.
 - B. **Once per year for five years following the completion of initial onsite planting.** Onsite monitoring will be completed once near the end of the growing season (late September). For each onsite monitoring activity a report will be prepared and provided to the City within two weeks after the completion of onsite monitoring.

The last monitoring report will include notification to the City biologist that the monitoring program has concluded and that City review and site inspection is required for project analysis and release of the financial guarantee. This final report will also include a “lessons learned” section to assist and final project assessment and to potentially assist in the evaluation other mitigation projects.

Vegetation Monitoring Sequencing

IDENTIFIED TASK	DATE OF COMPLETION (on or before)
First growing season fall plant inspection	September 30, 2022
First growing season fall report	October 15, 2022
Second growing season fall plant inspection	September 30, 2023
Second growing season fall report	October 15, 2023
Third growing season fall plant inspection	September 30, 2024
Third growing season fall report	October 15, 2024
Fourth growing season fall plant inspection	September 30, 2025
Fourth growing season fall report	October 15, 2025
Fifth growing season fall plant inspection	September 30, 2026
Fifth growing season fall report	October 15, 2026

WILDLIFE OBSERVATIONS

Observations of wildlife will coincide with the onsite activities undertaken as part of the Vegetation Monitoring Program. The onsite team will document the extent of bird species

abundance, site utilization, nesting and feeding activities, and species diversity. In addition, documentation of terrestrial and aquatic reptiles, amphibians, and mammals observable without trapping will also be documented. Wildlife observations will be documented within the Vegetation Monitoring Reports noted above.

REMOVAL OF INVASIVE NON-NATIVE VEGETATION

As a contingency, should the removal of invasive non-native vegetation become necessary, the project proponent will contact City of Edgewood wetland staff to establish and define specific actions to be taken. Resultant contingency plan activities will be implemented when the ongoing vegetation monitoring program indicates that plants listed in the Washington State Noxious Weed List and Scot's broom are becoming dominant in the community (greater than 20%).

Following initial planting of the wetland and buffer areas the project team will undertake an invasive vegetation control program through the five-year monitoring program. This control program will focus on biannual hand-removal of re-sprouting invasive shrubs and will not adversely impact the desirable plants within the wetland and buffer.

SALVAGE AND REUSE OF WOODY MATERIAL

Woody material salvaged from trees cleared for construction of the new home will be salvaged and installed as large woody debris in the retained wetland and the wetland mitigation planting areas. No woody material will be imported to the site.

Vegetation Control Program Schedule

TASK	TO BE COMPLETED ON OR ABOUT
First growing season fall removal	September 15, 2022
Second growing season fall removal	September 15, 2023
Third growing season fall removal	September 15, 2024
Fourth growing season spring removal	September 15, 2025
Fifth growing season fall removal	September 15, 2026

COVERAGE FOR EXPOSED BUFFER AREA

Coverage for all exposed surfaces within the mitigation area will be completed within two weeks following the completion of onsite grading.

Coverage will be by hydroseeding wetland buffer mix.

CONTINGENCY PLAN

As a contingency, should the proposed compensatory plan fail to meet the performance criteria the project proponent will undertake required remedial actions. Where plant survival is the failing component the project proponent will replant and ensure the success of this second planting which would be held to the same standard of success as measured by threshold criteria and monitoring processes. Should additional remedial actions be

required, the project proponent will meet with City of Edgewood environmental staff to establish and define actions to be taken to meet the desired goal of this program.

PLANTING NOTES

All plant materials shall be native to the southern Puget Sound Region. The project biologist shall inspect plant materials to ensure the appropriate plant schedule and plant characteristics are met. The project proponent shall warrant that all plants will remain alive and healthy for a period of one year following completion of planting activities. The project proponent shall replace all dead and unhealthy plants with plants of the same specifications.

WETLAND MITIGATION PERFORMANCE BOND

A Wetland Mitigation Performance Bond will be provided for this project. This bond will be held by the City of Edgewood and be equal to 125% of the actual estimated costs for identified activities. This increased percentage will allow for adequate funds to be available as a contingency should actions be required to meet the goals of these plans.

The Performance Bond will be deemed to be released upon meeting the established threshold criteria and acceptance by the City of Edgewood of the required reporting documents after completion of the 5-year monitoring period.

The amount of these guarantees shall be established as a part of the final mitigation plan.

Construction Guarantee: (see Bond Quantity Worksheet, Attached)

TASK	ASSOCIATED COST
Plants and installation	\$ 97,905
Habitat Structures	\$
Erosion Control	\$ 3,892
Fencing	11,110
Mobilization	11,291
30% contingency	\$33,873
CONSTRUCTION GUARANTEE TOTAL	\$158,069

Performance Guarantee

TASK	ASSOCIATED COST
Onsite Maintenance (\$1,600/yr. x 5 years)	\$ 8,000
Onsite Monitoring with report (\$900/yr. 5 years)	\$ 7,200
PERFORMANCE GUARANTEE TOTAL	\$15,200

REFERENCE LIST

Adamus, P.R., E.J. Clairain Jr., R.D. Smith, and R.E. Young. 1987. Wetland Evaluation Technique (WET); Volume II: Methodology, Operational Draft Technical Report Y-87, U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of Wetlands and Deepwater Habitats of the United States. Office of Biological Services, U.S. Fish and Wildlife Service, U.S. Department of the Interior, FWS/OBS-79/31.

Environmental Laboratory. 1987. "Corps of Engineers Wetlands Delineation Manual," Technical Report Y-87-1, US army Engineer Waterways Experiment Station, Vicksburg, Miss.

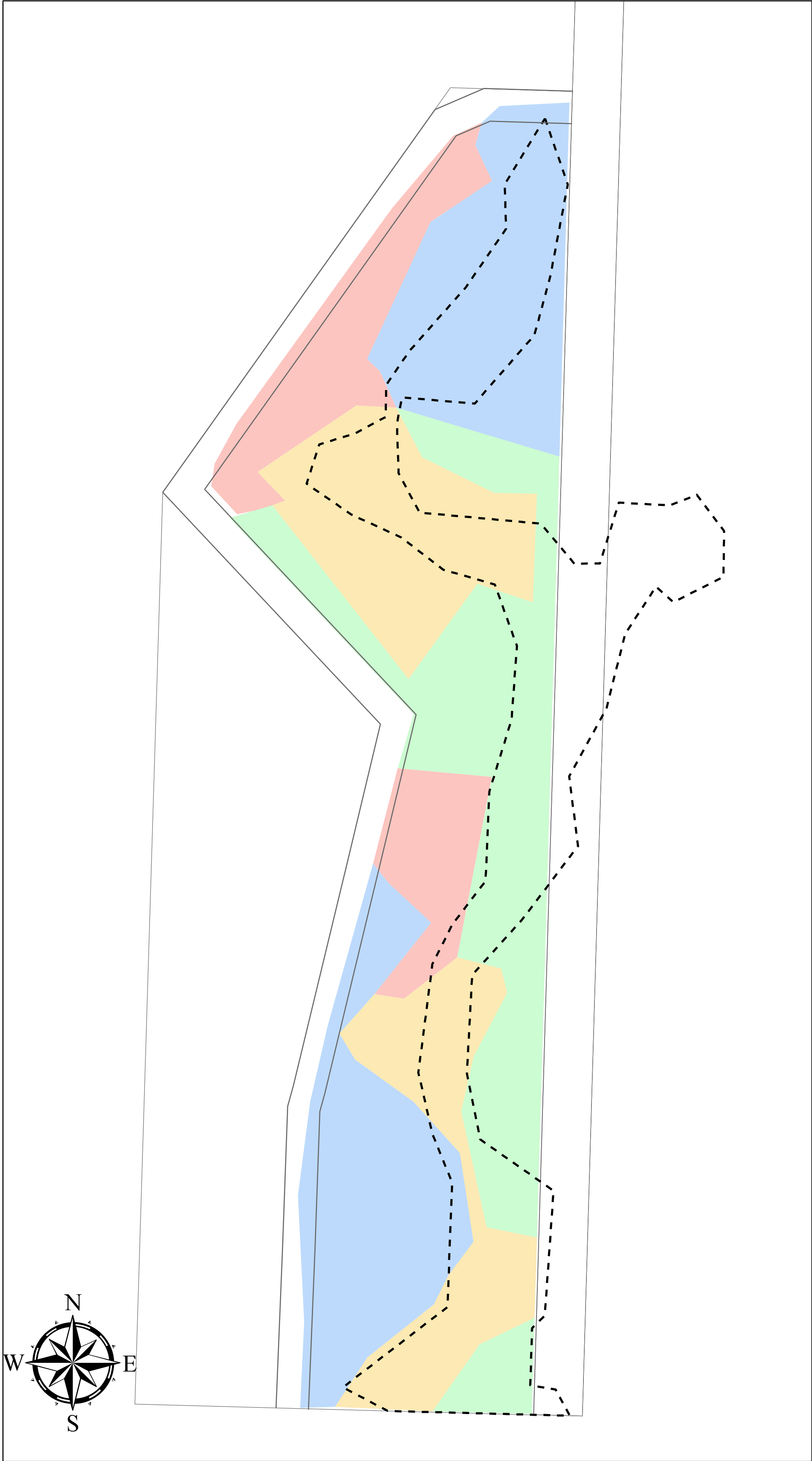
Hitchcock, C.L., A. Cronquist. 1977. Flora of the Pacific Northwest. University of Washington Press. Seattle, Washington.

Reppert, R.T., W. Sigleo, E. Stakhiv, L. Messman, and C. Meyers. 1979. Wetland Values - Concepts and Methods for Wetland Evaluation. Research Report 79-R1, U.S. Army Corps of Engineers, Institute for Water Resources, Fort Belvoir, Virginia.

U.S. Army Corps of Engineers. 2010. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0), ed. J. S. Wakeley, R. W. Lichvar, and C. V. Noble. ERDC/EL TR-10-3. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

U.S. Department of Agriculture, Soils Conservation Service. Soils Survey of King County Area Washington, February 1979.

Washington State Department of Ecology. 1997. Washington State Wetlands Identification and Delineation Manual. Publication Number 96-94.



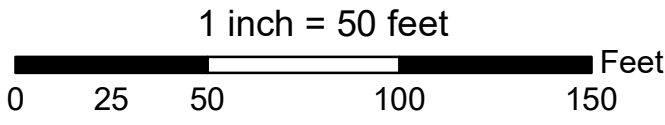
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WETLAND BOUNDARY

EXISTING VEGETATION AREAS

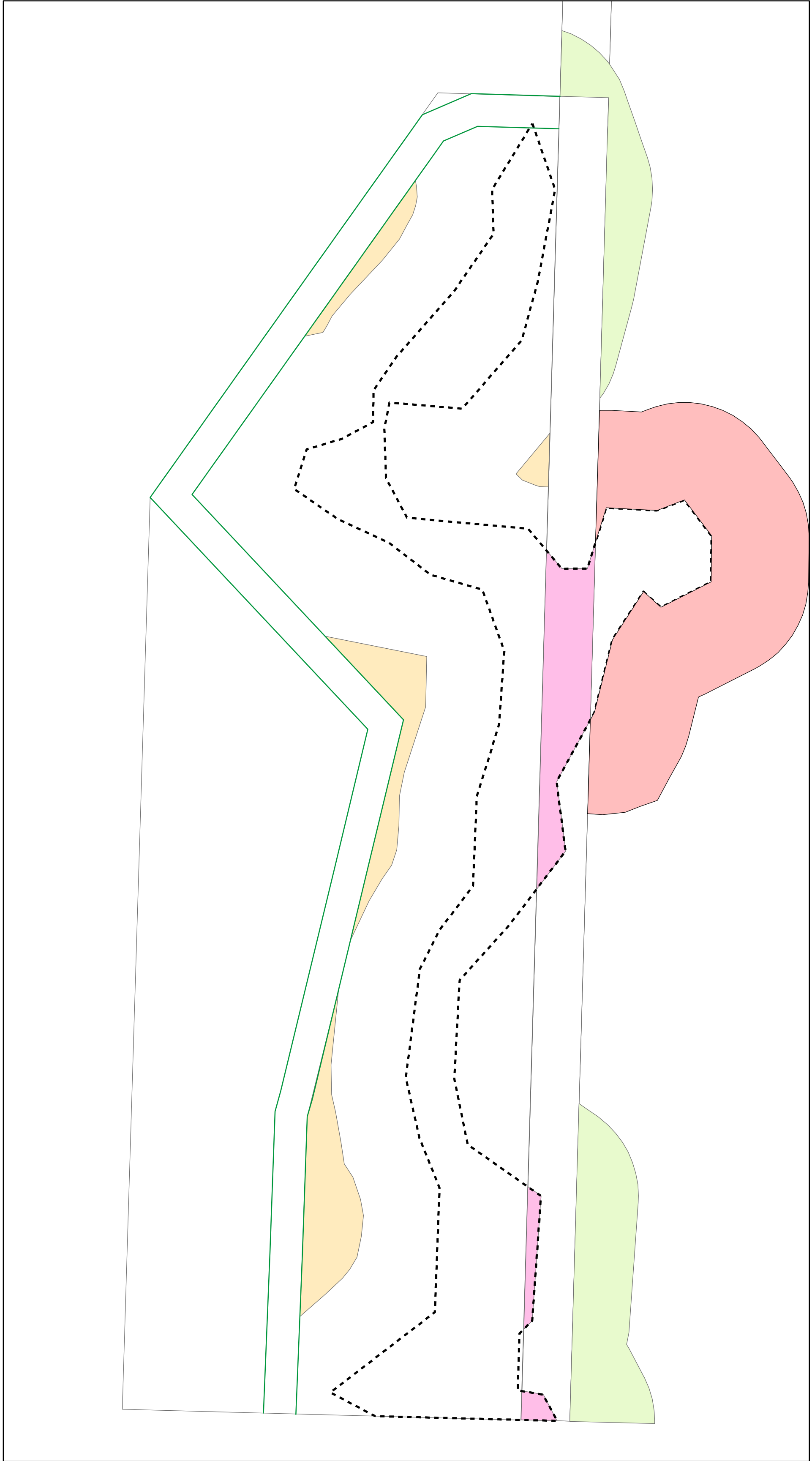
BLACKBERRY REED CANARYGRASS

MATURE TREES TREES BLACKBERRY UNDERSTORY



**PIERCE COUNTY TAX PARCEL
0420091014
& EASEMENT ADJACENT EAST**

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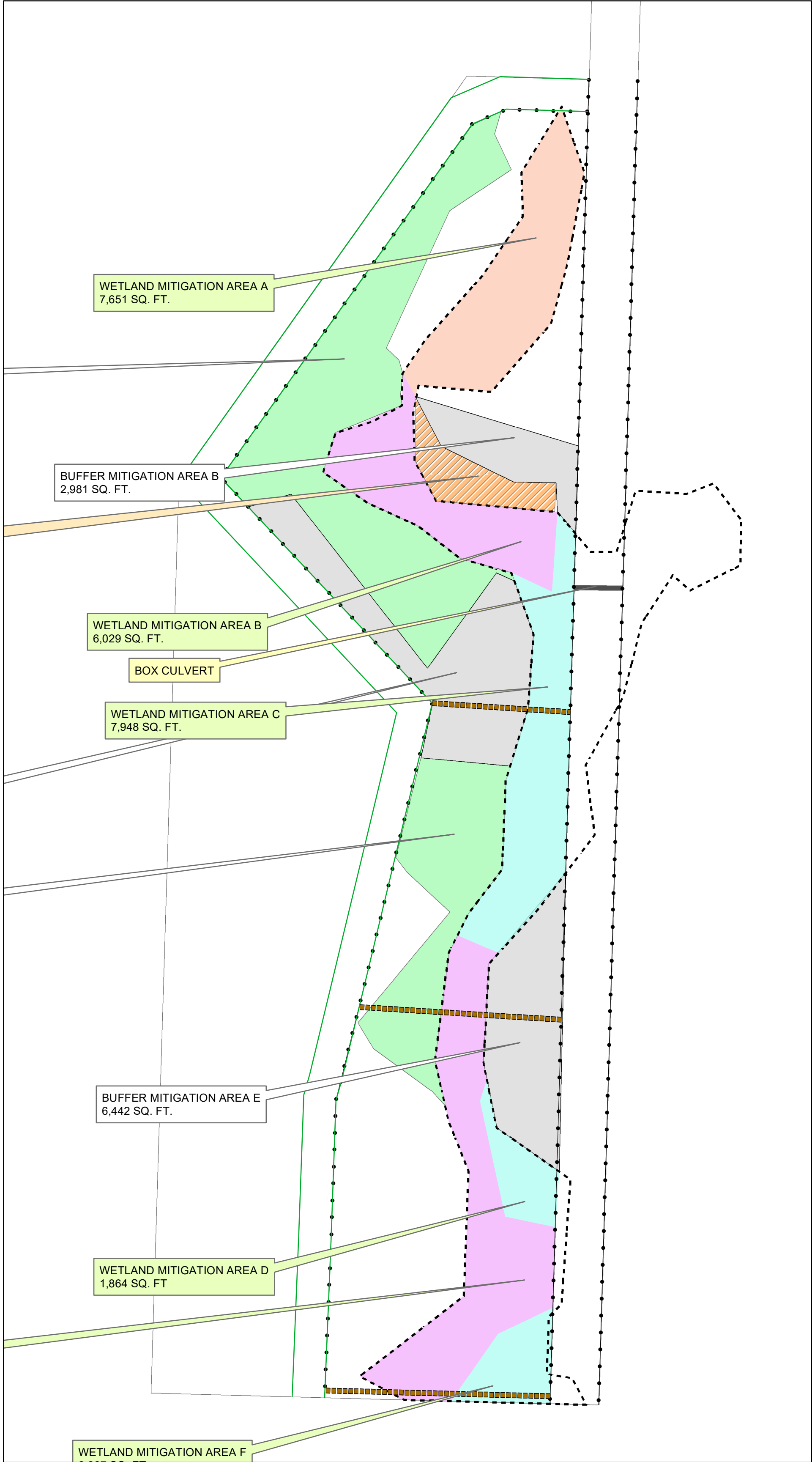


Legend

RETAINED BUFFER WETLAND REDUCTION AREAS - 5,294 SQ. FT.

BUFFER REDUCE AREAS EDGEWOOD SEWER MIT AREAS

WETLAND BOUNDARY



Legend - MITIGATION ACTION PLAN

WETLAND MITIGATION AREA

FULL REVEGETATION REMOVE INVASIVES UNDERSTORY REVEGETATION

BUFFER MITIGATION AREA

FULL REVEGETATION UNDERSTORY REVEGETATION

WETLAND CREATION AREA HAY BALE EROSION CONTROL

SILT FENCE PERMANENT

To accompany Wetland Mitigation Plan

Drawn By: **MARK HECKERT**

Sheet No.
PAGE 1 OF 3

Checked by:

Date: **REV 2** February 2, 2022

1.0 Unavoidable Impacts
The applicant proposes to improve the access easement from 24th Street to the multi-family residential development to the north. The City of Edgewood requires Mitigation for unavoidable wetland and buffer impacts.

Buffer enhancement of the retained Category III wetland buffer is proposed. Enhancement of the wetland buffer will increase the functions and values of the buffer by reestablishing a native plant community.

Wetland Creation and Enhancement is proposed to mitigate the wetland impacts.

2.0 Description of the Existing Site Conditions
The existing wetland is the headwaters of Simons Creek. The wetland is dominated by red alder (*Alnus rubra*), reed canarygrass (*Phalaris arundinacea*), creeping buttercup (*Ranaculus repens*), black hawthorne (*Crataegus douglasii*), and soft rush (*Juncus effuses*). The soils mapped is Alderwoodt gravelly loamd. Wetland hydrology is seasonally saturated and a shallow perched water table. Occasionally the wetland has shallow surface water. The wetland has a small shallow pond that has surface water throughout the wet season. Wetland buffers have large patches of Himalayan blackberry (*Rubus armeniacus*).

Within the wetland there is an undefined stream channel that was probably excavated for drainage purposes. The stream outflows to a culvert at the south property line.

There is a school located at the west boundary, and commercial and residential development to the east and north.

The wetland functions are wildlife habitat, water quality, and flood benefits. These functions have not been quantified. The source is sheet flow.

3.0 Description of Potential Impacts
The acreage of wetland will decrease 3,206 square feet. Wetland function will be replaced by creation and enhancement of existing wetland. The Cowardin classes of the created wetland is Palustrine forested (PFO). The hydrogeomorphic class is depressional. The wetland rating does not change as a result of creating wetland, enhancing wetland and enhancing wetland buffer.

4.0 Summary of the Proposed Approach for Mitigation
Direct filing of wetland cannot be avoided, because the city requires the access easement be improved in the designed location.

5.0 Potential Compensatory Mitigation Site Selection
The mitigation area was selected adjacent to the existing wetland. The proposed mitigation area allows use of existing hydrology of the wetland by grading, so that hydrology naturally flows into the created wetland area. Grading of the wetland buffer is necessary to remove invasive plants, prepare the soil for replanting with native plant species, and to create additional wetland area.

6.0 Approach Used to Identify Opportunities for Compensation Sites
On-site mitigation is the preferred option for mitigation because of the proximity to impact and potential to improve functions of the wetland. Other mitigation measures are not available, including a fee-in-lieu program or mitigation bank.

7.0 Description of the Existing Mitigation Site Conditions
including a brief description of the targeted functions, landscape position/HGM classification, and categories of wetlands. Performance standards that will be used to assess whether the project is achieving its objectives. Ecological performance standards must be based on the best available science that can be measured or assessed in a practicable manner.

The existing mitigation area is dominated by unidentified non-native grasses, Himalayan blackberry, and red alder. The targeted functions are to replace flood storage capacity and improve wildlife habitat for the wetland and wetland buffer. Water quality improvements are additive but unquantified. The category of the wetland may not change, but the habitat functions and rating habitat points may increase. Performance standards for plant materials will be used to determine if the project is achieving its objectives. Ecological performance standards are based on best available science.

8.0 Overall Goals & Objectives of the Proposed Mitigation
The goals of mitigation are to replace wetland area and to restore the functions and values of the remaining critical area buffer. The objectives necessary to meet the above stated goal area as follows:

- ☐ Install silt fencing
- ☐ Remove non-native vegetation
- ☐ Grade created wetland
- ☐ Place topsoil
- ☐ Install plant materials & mulch
- ☐ Install split rail fencing and required signage
- ☐ Maintain and monitor the enhancement area for a period of five years or until the site meets the specified performance standards
- ☐ Record the sensitive area in a "Notice on Title"
- ☐ If the enhancement area fails to meet performance standards provide a contingency plan to rectify the situation.

9.0 Description of the Proposed Hydroperiod and Design Considerations
Detailed hydrologic studies are generally not required for a conceptual plan. However, when wetland creation or re-establishment is proposed, the plan shall include a description of the proposed hydroperiod for the site and design considerations to ensure there is sufficient water to support the proposed compensatory mitigation project.

The proposed hydroperiod will match the existing hydrologic condition of the wetland, in the existing wetland immediately adjacent to the created wetland. The hydroperiod for the existing adjacent existing wetland will be determined by baseline hydrology measurements between March and May 2022.

Performance standards to be used in the long-term monitoring will be the following:

1. 100% survival of all planted shrubs, trees, and groundcovers for one year after planting. All woody plantings that do not survive through the end of the first growing season will be replaced with the same or similar species and specifications. Contact biologist to confirm if a species change is needed. Upon installation of replacement plantings at the conclusion of the first year, the 100% survival standard will be considered to be met;
2. 85% survival of all planted trees, shrubs and groundcovers after three years. Sufficient plantings will be replaced, as necessary, with the same or similar species and specifications in order to meet the 85% survival performance standard. Upon installation of replacement plantings at the conclusion of the third year, the 85% survival standard will be considered to be met;
3. At the end of year 5, at least 2 species of native trees and 4 species of native shrubs will each provide at least 5% relative cover in the scrub-shrub and forested wetland, and in the enhanced buffer.
4. Total aerial coverage by shrub and tree species (including native volunteers) within buffer enhancement and wetland creation area shall be:
 - at least 5% after one year
 - at least 20% after three years
 - at least 50% after five years;
 - at least 60% after seven years;
 - at least 70% after ten years.
- 5.Total coverage by herbaceous species (including native volunteers) within the wetland creation area being planted with emergents only shall be:
 - at least 5% after one year
 - at least 20% after five years
6. Minimize erosion through the use of mulch and herbaceous plants.
7. There shall be no more than 10% cover during the ten-year monitoring period of the following species: Himalayan blackberry (*Rubus armeniacus*), cut leaf blackberry (*Rubus laciniatus*), English laurel (*Prunus laurocerasus*), English holly (*Ilex aquifolium*), reed canarygrass (*Phalaris arundinacea*), scot's broom (*Cytisus scoparius*), English ivy (*Hedera helix*), Japanese knotweed (*Fallopia japonica*) or other species as determined by the project biologist.
8. The wetland creation will be inundated or saturated to the surface for a minimum of 30 days during the growing season and meet requirements of the U.S. Army Corps of Engineers (Environmental Laboratory 1987) and Washington Department of Ecology (1997) wetland delineation manuals, as clarified in the Regional Supplement to the U.S. Army Corps of Engineers Delineation Manual: Western Mountains, Valleys, and Coasts Region (COE 2010), for the presence of wetland hydrology.
9. In year 5 and at the end of year 10, the wetland boundary for the created wetland will be delineated using currently approved methods by the US Army Corps of Engineers and the Washington Department of Ecology. The wetland creation + enhancement area will contain at least 38,154 sf of wetland.

MITIGATION PLAN ELEMENTS - COMMON

1. ☐ All onsite activities will be monitored by the project biologist. Following the completion of onsite planting activities a "record-drawing" plan will be prepared and submitted to City of Edgewood. A five-year monitoring program will be undertaken to assure the success of the buffer enhancement program. A series of financial guarantees will also be implemented to assure that the proposed work is completed and is successful.

2. ☐ The outer boundaries of the established buffer tract would be marked with standard City of Edgewood buffer boundary signs. The buffer boundaries will be fenced to limit human intrusions between the upland boundary of the remaining buffer and the developed portion of the site. In addition, the project team will remove the trash, debris, and invasive shrubs within the retained wetland and buffer areas.

3. ☐ Wetland and buffer vegetation cleared or otherwise damaged during the installation of the mitigation plan shall be revegetated with appropriate native plants installed at an appropriate density to restore the damaged condition. These plants shall be subject to the same performance standards indicated in the mitigation plan.

Impact Area Analysis – (in sq. ft.)					
Area	Development Impact	Mitigation required?	Mitigation ratio	Mitigation Sq. Ft.	
Buffer –	21,890	yes	1:1	21,890	
Buffer Impact from Sewer Pipe Placement - 2009	7,447	Yes	1:1	7,447	
TOTAL BUFFER IMPACT		YES	1:1	29,337	
Wetland	5,294 Cat. 3	yes	Creation or Reestablishment 2:1	10,588	
			Rehabilitation 4:1	21,176	
			Enhancement 8:1	42,352	
TOTAL	35,261				

MITIGATION PLAN ELEMENTS- BUFFER

The proposed mitigation for 29,337 sq. ft. of buffer impact will be (Att. 1a):

• 49,488 sq. ft. of buffer enhancement contiguous with the existing wetland = 1.7:1 mitigation ratio

1. ☐ As mitigation for the unavoidable impact to 29,337 sq. ft. of City of Edgewood regulated Category 3 Wetland buffer, an area of 49,488 sqft of the remaining buffer will be enhanced with native trees and shrubs. The buffer area to be enhanced is presently dominated by reed canarygrass and Himalayan blackberry. The buffer areas to be enhanced will be cleared of exotic species and planted with native trees and shrubs around existing vegetation. Supportive hydrology will continue to be provided by the existing flow.

2. ☐ Reed Canarygrass and other exotic invasives will be removed by hand pulling and raking. Herbicide use contingent on removal success.

3. ☐ Pulled and cleared areas will be hydroseeded with buffer emergents.

MITIGATION PLAN ELEMENTS– WETLAND

The proposed mitigation for the wetland impact of 5,294 sq. ft. will be (Att. 1b):

• 36,066 sq. ft. of wetland enhancement = 6.8:1 mitigation ratio [4,508 sq ft less than needed]

• 5,294 sq. ft. minus 4,508 sq. ft. = 786 sq. ft. remaining wetland impact to be mitigated @ 2:1 ratio.

• 2,088 sq. ft. sq. ft. of wetland creation adjacent to existing Wetland = 2.7:1 ratio.

1.As mitigation for the unavoidable impact to 5,294 sq. ft. of City of Edgewood regulated Category 3 Wetland at the center of the project site, the remaining wetland of 36,066 sqft. will be enhanced with native trees and shrubs. The wetland area to be enhanced is presently dominated by reed canarygrass. The wetland areas to be enhanced will be cleared of exotic species and planted with native shrubs around existing vegetation. Supportive hydrology will continue to be provided by the existing flow.

2.As mitigation for the unavoidable impact to 5,294 sq. ft. of City of Edgewood regulated Category 3 Wetland, 2,088 sqft wetland will be created adjacent to existing wetland and planted with native trees, shrubs, and emergents. The creation site will be excavated to 1 ft. below OHWM mark, and benchmarked by adjacent wetland elevation.

3.The creation area will be backfilled with organic topsoil from an approved source to ½ ft. below the OHWM.

4.The buffer enhancement and creation areas will be replanted with native trees, shrubs, and emergents.

5.Reed Canarygrass and other exotic invasives will be removed by hand pulling and raking. Herbicide use contingent on removal success.

6.Pulled and cleared areas will be hydroseeded with wetland emergents.

**NORTHWOOD EASEMENT
MITIGATION CREATION
AND ENHANCEMENT AREAS
PIERCE COUNTY TAX PARCEL 0420091014
& EASEMENT ADJACENT EAST
City File# 20-1348**

**SATWANT SINGH
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**Beaver Creek Environmental Services, Inc.
POB 731695 • Puyallup WA 98373
(253) 732-6515 MHeckert@Q.com**

Sheet No. PAGE 2 OF 3	To Accompany Wetland Mitigation Plan	
	Drawn By:	MARK HECKERT
	Checked by:	
Date: FEBRUARY 2, 2022		

MITIGATION PLANTING AREA: CREATED WETLAND –
2,088 sq. ft. @ 0.012/sq. ft. = 25 trees
To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
4	Western red cedar (THP) <i>Thuja plicata</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Sitka spruce (PIS) <i>Picea sitchensis</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Pacific willow (SAL) <i>Salix lasianдра</i>	Wetland	9 ft	4 ft height minimum	FACW
4	Cascara (RAP) <i>Rhamnus purshiana</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Wetland	9 ft	4 ft height minimum	FAC
4	Oregon ash (FRL) <i>Fraxinus latifolia</i>	Wetland	9 ft	4 ft height minimum	FACW

2,088 sq. ft. @ 0.028/sq. ft. = 58 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
8	Western crabapple (MAF) <i>Malus fusca</i>	Wetland	6 ft	2 gal	FACW
8	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FACW
8	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
8	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
8	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
8	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
8	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
6	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

WETLAND MITIGATION PLANTING AREA: E
Retained Wetland Enhancement – 100% Reed canarygrass
All vegetation to be removed by grubbing and herbicide
10,316 sq. ft. @ 0.012/sq. ft. = 124 trees
To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
18	Western red cedar (THP) <i>Thuja plicata</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Sitka spruce (PIS) <i>Picea sitchensis</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Pacific willow (SAL) <i>Salix lasianдра</i>	Wetland	9 ft	4 ft height minimum	FACW
18	Cascara (RAP) <i>Rhamnus purshiana</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Wetland	9 ft	4 ft height minimum	FAC
18	Oregon ash (FRL) <i>Fraxinus latifolia</i>	Wetland	9 ft	4 ft height minimum	FACW

10,316 sq. ft. @ 0.028/sq. ft. = 289 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
27	Western crabapple (MAF) <i>Malus fusca</i>	Wetland	6 ft	2 gal	FACW
27	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
27	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
27	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC
27	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
27	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
27	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
27	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
27	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
27	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
27	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

BUFFER MITIGATION PLANTING AREA: C
Retained Buffer Enhancement – Submature trees with Blackberry understory
Exotic Invasive vegetation to be hand removed
No tree planting – shrubs planted opportunistically around trees

8493 sq. ft. @ 0.028/sq. ft. = 238 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
27	Western crabapple (MAF) <i>Malus fusca</i>	Buffer	6 ft	2 gal	FACW
27	Vine maple (ACC) <i>Acer circinatum</i>	Buffer	6 ft	2 gal	FAC
27	Wild rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU
27	Black twinberry (LOI) <i>Lonicera involucrata</i>	Buffer	6 ft	2 gal	FAC
27	Hazelnut (COC) <i>Corylus cornuta</i>	Buffer	6 ft	2 gal	FACU
27	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Buffer	6 ft	2 gal	FAC
27	Nootka Rose (RON) <i>Rosa nutkana</i>	Buffer	6 ft	2 gal	FAC
27	Black currant (RIB) <i>Ribes bracteosum</i>	Buffer	6 ft	2 gal	FAC
27	Thimbleberry (RUP) <i>Rubus parviflorus</i>	Buffer	6 ft	2 gal	FACU

WETLAND MITIGATION PLANTING AREA: A:
Retained Wetland Enhancement – Mature tree cover
7,651 sq. ft.
No planting
Exotic Invasive vegetation to be hand removed.

WETLAND MITIGATION PLANTING AREA: B:
Retained Wetland Enhancement – 100% Reed canarygrass
All vegetation to be removed by grubbing and herbicide
6,029 sq. ft. @ 0.012/sq. ft. = 72 trees
To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
11	Western red cedar (THP) <i>Thuja plicata</i>	Wetland	9 ft	4 ft height minimum	FAC
11	Sitka spruce (PIS) <i>Picea sitchensis</i>	Wetland	9 ft	4 ft height minimum	FAC
11	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Wetland	9 ft	4 ft height minimum	FACW
11	Pacific willow (SAL) <i>Salix lasianдра</i>	Wetland	9 ft	4 ft height minimum	FACW
11	Cascara (RAP) <i>Rhamnus purshiana</i>	Wetland	9 ft	4 ft height minimum	FAC
11	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Wetland	9 ft	4 ft height minimum	FAC
11	Oregon ash (FRL) <i>Fraxinus latifolia</i>	Wetland	9 ft	4 ft height minimum	FACW

6,029 sq. ft. @ 0.028/sq. ft. = 169 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
16	Western crabapple (MAF) <i>Malus fusca</i>	Wetland	6 ft	2 gal	FACW
16	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
16	Nootka rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
16	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC
16	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
16	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
16	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
16	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
16	Prickly currant (RIL) <i>Ribes lacustre</i>	Wetland	6 ft	2 gal	FAC

WETLAND MITIGATION PLANTING AREA: F
Retained Wetland Enhancement – Submature trees with Blackberry understory
Exotic Invasive vegetation to be hand removed
No tree planting – shrubs planted opportunistically around trees

2227 sq. ft. @ 0.028/sq. ft. = 53 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
6	Western crabapple (MAF) <i>Malus fusca</i>	Wetland	6 ft	2 gal	FACW
6	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
6	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
6	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC
6	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
6	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
6	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
6	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
6	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
6	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
6	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

BUFFER MITIGATION PLANTING AREA: D
Retained Buffer Enhancement –
100% Himal Blackberry
All exotic invasive vegetation to be removed by grubbing & herbicide

9,180 sq. ft. @ 0.012/sq. ft. = 111 trees

To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
19	Western red cedar (THP) <i>Thuja plicata</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Sitka spruce (PIS) <i>Picea sitchensis</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Scouler willow (SAC) <i>Salix scouleriana</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Cascara (RAP) <i>Rhamnus purshiana</i>	Buffer	9 ft	4 ft height minimum	FAC
19	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Buffer	9 ft	4 ft height minimum	FAC

WETLAND MITIGATION PLANTING AREA: C
Retained Wetland Enhancement – Submature trees with Blackberry understory
Exotic Invasive vegetation to be hand removed
No tree planting – shrubs planted opportunistically around trees

7948 sq. ft. @ 0.028/sq. ft. = 222 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
23	Western crabapple (PYF) <i>Pyrus fusca</i>	Wetland	6 ft	2 gal	FACW
23	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
23	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
23	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC+
23	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW-
23	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
23	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
23	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
23	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
23	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
23	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

BUFFER MITIGATION PLANTING AREA: A
Retained Buffer Enhancement –
100% Himal Blackberry
All exotic invasive vegetation to be removed by grubbing & herbicide

20,167 sq. ft. @ 0.012/sq. ft. = 242 trees
To be planted opportunistically among existing vegetation

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
41	Western red cedar (THP) <i>Thuja plicata</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Sitka spruce (PIS) <i>Picea sitchensis</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Western Paper Birch (BEP) <i>Betula papyrifera</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Scouler willow (SAC) <i>Salix scouleriana</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Cascara (RAP) <i>Rhamnus purshiana</i>	Buffer	9 ft	4 ft height minimum	FAC
41	Western (black) Hawthorne (CRD) <i>Crataegus douglasii</i>	Buffer	9 ft	4 ft height minimum	FAC

20,167 sq. ft. @ 0.028/sq. ft. = 565 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
63	Western crabapple (MAF) <i>Malus fusca</i>	Buffer	6 ft	2 gal	FACW
63	Vine maple (ACC) <i>Acer circinatum</i>	Buffer	6 ft	2 gal	FAC
63	Wild rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU
63	Black twinberry (LOI) <i>Lonicera involucrata</i>	Buffer	6 ft	2 gal	FAC
63	Hazelnut (COC) <i>Corylus cornuta</i>	Buffer	6 ft	2 gal	FACU
63	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Buffer	6 ft	2 gal	FAC
63	Wild Rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU
63	Black currant (RIB) <i>Ribes bracteosum</i>	Buffer	6 ft	2 gal	FAC
63	Thimbleberry (RUP) <i>Rubus parviflorus</i>	Buffer	6 ft	2 gal	FACU

9180 sq. ft. @ 0.028/sq. ft. = 257 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
29	Western crabapple (MAF) <i>Malus fusca</i>	Buffer	6 ft	2 gal	FACW
29	Vine maple (ACC) <i>Acer circinatum</i>	Buffer	6 ft	2 gal	FAC
29	Wild rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU
29	Black twinberry (LOI) <i>Lonicera involucrata</i>	Buffer	6 ft	2 gal	FAC
29	Hazelnut (COC) <i>Corylus cornuta</i>	Buffer	6 ft	2 gal	FACU
29	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Buffer	6 ft	2 gal	FAC
29	Nootka Rose (RON) <i>Rosa nutkana</i>	Buffer	6 ft	2 gal	FAC
29	Black currant (RIB) <i>Ribes bracteosum</i>	Buffer	6 ft	2 gal	FAC
29	Thimbleberry (RUP) <i>Rubus parviflorus</i>	Buffer	6 ft	2 gal	FACU

WETLAND MITIGATION PLANTING AREA: D
Retained Wetland Enhancement – Submature trees with Blackberry understory
Exotic Invasive vegetation to be hand removed
No tree planting – shrubs planted opportunistically around trees

1864 sq. ft. @ 0.028/sq. ft. = 53 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
5	Western crabapple (PYF) <i>Pyrus fusca</i>	Wetland	6 ft	2 gal	FACW
5	Vine maple (ACC) <i>Acer circinatum</i>	Wetland	6 ft	2 gal	FAC
5	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
5	Black twinberry (LOI) <i>Lonicera involucrata</i>	Wetland	6 ft	2 gal	FAC
5	Pacific ninebark (PHC) <i>Physocarpus capitatus</i>	Wetland	6 ft	2 gal	FACW
5	Western Labrador-Tea (RHC) <i>Rhododendron columbianum</i>	Wetland	6 ft	2 gal	OBL
5	Red-osier dogwood (COS) <i>Cornus stolonifera</i>	Wetland	6 ft	2 gal	FACW
5	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Wetland	6 ft	2 gal	FAC
5	Nootka Rose (RON) <i>Rosa nutkana</i>	Wetland	6 ft	2 gal	FAC
5	Black currant (RIB) <i>Ribes bracteosum</i>	Wetland	6 ft	2 gal	FAC
5	Salmonberry (RUS) <i>Rubus spectabilis</i>	Wetland	6 ft	2 gal	FAC

BUFFER MITIGATION PLANTING AREA: B
Retained Buffer Enhancement – Submature trees with Blackberry understory
Exotic Invasive vegetation to be hand removed
No tree planting – shrubs planted opportunistically around trees

2981 sq. ft. @ 0.028/sq. ft. = 84 shrubs

	COMMON NAME SCIENTIFIC NAME	LOCATION	PROPOSED SPACING (oc)	PROPOSED SIZE	INDICATOR STATUS
10	Western crabapple (MAF) <i>Malus fusca</i>	Buffer	6 ft	2 gal	FACW
10	Vine maple (ACC) <i>Acer circinatum</i>	Buffer	6 ft	2 gal	FAC
10	Wild rose (ROG) <i>Rosa gymnocarpa</i>	Buffer	6 ft	2 gal	FACU
10	Black twinberry (LOI) <i>Lonicera involucrata</i>	Buffer	6 ft	2 gal	FAC
10	Hazelnut (COC) <i>Corylus cornuta</i>	Buffer	6 ft	2 gal	FACU
10	Wild Gooseberry (RID) <i>Ribes divaricatum</i>	Buffer	6 ft	2 gal	FAC
10	Nootka Rose (RON) <i>Rosa nutkana</i>	Buffer	6 ft	2 gal	FACU
10	Black currant (RIB) <i>Ribes bracteosum</i>	Buffer	6 ft	2 gal	FAC
10	Thimbleberry (RUP) <i>Rubus parviflorus</i>	Buffer	6 ft	2 gal	FACU

PLANTING GUIDELINES

- Trees 9' O.C., or 0.012 per square foot of area; (this assumes 2-5 gal. size) — such trees are to be at least 50% conifers;
 - Plus shrubs 6' O.C., or 0.028 per square foot (this assumes 1-2 gal. size);
 - **To be planted opportunistically around existing trees
- Created Wetland hydroseeded @ 1 lbs. / 500 sq. ft.

Impact Area Analysis – (in sq. ft.)					
Area	Development Impact	Mitigation required?	Mitigation ratio	Mitigation Sq. Ft.	
Buffer – Buffer Impact from Sewer Pipe Placement - 2009	21,890 7,447	yes Yes	1:1 1:1	21,890 7,447	
TOTAL BUFFER IMPACT		YES	1:1	29,337	
Wetland	5,294 Cat. 3	yes	Creation or Reestablishment 2:1 Rehabilitation Enhancement	10,588 21,176 42,352	
TOTAL	35,261				

**NORTHWOOD EASEMENT
MITIGATION CREATION
AND ENHANCEMENT AREAS**
**PIERCE COUNTY TAX PARCEL 0420091014
& EASEMENT ADJACENT EAST
City File# 20-1348**

SATWANT SINGH
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Beaver Creek Environmental Services, Inc.
POB 731695 • Puyallup WA 98373
(253) 732-6515
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To Accompany Wetland Mitigation Plan

Drawn By: MARK HECKERT

Sheet No.

PAGE 3 OF 3

Checked by:

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for non-project proposals:

For non-project proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable: **Green Belt Apartments**
2. Name of applicant: **Satwant Singh**
3. Address and phone number of applicant and contact person:

Applicant: Satwant Singh, 15 S Grady Way, Suite 527, Renton, WA 98057, (206) 391-3311
Contact: Dean Furr, 4715 142nd Pl. SW, Unit B, Edmonds WA 98026, (206) 890-8291

4. Date checklist prepared: **10/11/2022**
5. Agency requesting checklist: **City of Edgewood**
6. Proposed timing or schedule (including phasing, if applicable): **Proposed project construction start date is May 2024, with the substantial completion date of August 2025. These dates include construction and final site work.**
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. **No further additions or expansions will be connected with this proposal.**
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. **Mitigation Plan for Unavoidable Project Wetland Impacts Report by Beaver Creek Environmental Services, Inc. Feb. 2nd, 2022.**
Geotechnical Report by Cobalt Geosciences, July 31, 2018.
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. **Yes, the US Army Corps of Engineer's permit NWS-2020-888 is pending governmental approval for the Dhaliwal TC Landing LLC (Road Improvement) project. The current parcel was purchased for mitigation of the wetland area so the proposed road can connect the Dhaliwal TC Landing LLC project to 24th St. E.**
10. List any government approvals or permits that will be needed for your proposal, if known. **Department of Ecology Construction Stormwater Permit, City of Edgewood SDP permits, Lakehaven Water and Sewer District Sewer Service Connection Permit, and City of Milton Water Service Connection Permits will be required.**
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) **Currently the proposal is for a commercial building fronting 24th St. E and a 40-unit apartment building set back on the property including a parking lot. The project and site plan have not been finalized and is still in a working phase with the City of Edgewood.**
12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. **The proposed buildings are located at 9917 24th St. E. and the section, township range is SE1/4 of the NE 1/4 of Sec.09, T. 20N., R.04 E, W.M. See legal description is attached. The parcel number is 0420091014.**

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

(circle one) Flat, rolling, hilly, steep slopes, mountainous, other _____
Mostly flat on the west side of the parcel and gently slopes down to the east.

b. What is the steepest slope on the site (approximate percent slope)?

The steepest slope is approximately 26.0% on a spoil pile located on the west side of the lot. Generally, the parcel slopes 3-5% in a southerly direction to a low point at a culvert that goes under 24th ST. E.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

USDA web soil survey classifies 89% of the property is Kapowsin gravelly ashy loam, with 0-6% slopes and 11% in the south west corner as Alderwood gravelly sandy loam with 0-8% slopes.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

According to the Geotech report there is no history of unstable soils in the immediate vicinity. Soil erosion could happen during construction but will be prevented with the TESC measures proposed.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Earthwork activities will occur as part of the site redevelopment in order to accommodate the infrastructure and proposed building construction. Soil exported from the site will be disposed of at a legal off-site disposal facility and soil imported to the site will be from an approved off-site source.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Erosion could occur as a result of clearing and construction activities; however, the contractor will be required to implement the temporary erosion and sediment control plan during construction to reduce erosion potential. Once the project construction is complete, the site will be stabilized with permanent measures such as paving, buildings, and landscaping to eliminate continued erosion potential.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? **The project design has not been**

finalized.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

A temporary erosion and sediment control (TESC) plan will be prepared as part of the design drawings and will be implemented by the contractor during construction to reduce the potential for site erosion and sediment laden water leaving the site. The TESC plan will include items such as a stabilized construction entrance, silt fencing, catch basin insert protection, sediment ponds, requirements for covering stockpiles, temporary stabilization measures, and dust control.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

During construction, typical construction emissions are expected. There will be a small increase (approximate quantities are unknown) in exhaust emissions from construction vehicles and equipment, and a temporary increase in fugitive dust due to earthwork for the project. The most noticeable increase in emissions and fugitive dust would occur during demolition and earthwork. Exhaust emissions would also be generated from construction worker vehicles and equipment traffic to and from the site. The number of workers at the project site at any one time would vary depending upon the nature and construction phase of the project. These potential air quality impacts would be temporary in nature, occurring during construction activities. The mitigation listed below, in Section 2.c, would ensure that the effects of construction activities on air quality would be minimized. Upon completion of construction, air quality in the vicinity of the site is anticipated to remain the same.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

There are no off-site sources of emissions or odors that would affect the proposed project.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

The contractor chosen for the proposed project would be required to comply with Puget Sound Clean Air Agency (PSCAA) regulations. Regulations that apply to the proposed project include Regulation I, Section 9.11 prohibiting the emission of air contaminants that would or could be injurious to human health, plant or animal life, or property; and Regulation I, Section 9.15 prohibiting the emission of fugitive dust, unless reasonable precautions are employed to minimize the emissions.

3. Water [\[help\]](#)

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe

type and provide names. If appropriate, state what stream or river it flows into.

There is Category 3 wetland that occurs along the entire eastern portion of the lot from the east side of the pedestrian/utility easement to the eastern lot line. This wetland drains into Simons Cr. to the south.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Yes, the site development will occur along the west side of the site within 200 feet of the wetland buffer.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Approximately 400 cu. yd. of fill will be imported onto the building site. Soil imported to the site will be from an approved off-site source.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

The project would not require surface water withdrawals or diversions.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

The project site does not lie within a 100-year flood plain.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

The project will not involve any discharges of waste materials to surface waters.

b. Ground Water: [\[help\]](#)

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No ground water would be withdrawn from a well.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

No waste material would be discharged into the ground.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection

and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. **The project design has not been finalized.**

2) Could waste materials enter ground or surface waters? If so, generally describe.

No. During construction the contractor will be required to properly store, handle and dispose of waste materials therefore it is unlikely that they could enter ground or surface waters.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No. Existing drainage patterns on the site will be maintained as part of the project.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Proposed measures to reduce or control surface and stormwater runoff impacts include implementing an erosion and sediment control plan during construction and providing permanent water quality and flow control facilities to manage stormwater in accordance with City of Edgewood requirements from the completed project.

4. **Plants** [\[help\]](#)

a. Check the types of vegetation found on the site:

☒ deciduous tree: alder, maple, aspen, other

☒ evergreen tree: fir, cedar, pine, other

☒ shrubs

☒ grass

☒ pasture

☐ crop or grain

☐ Orchards, vineyards or other permanent crops.

☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

☐ water plants: water lily, eelgrass, milfoil, other

☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

All vegetation including shrubs, grass, and trees with in the buildable site area will be removed. The vegetation within the wetland and buffers will be enhanced with vegetation and new wetland will be created.

c. List threatened and endangered species known to be on or near the site.

The PHS on the Web map lists the Western Pond Turtle as an endangered species on the site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Landscaping around the building will be typical of urban landscapes and wetland vegetation will be enhanced.

- e. List all noxious weeds and invasive species known to be on or near the site.

Himalayan Blackberry Bush.

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Songbirds, coyote, and rabbits.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

The PHS on the Web map lists Western Pond Turtle as endangered species with one or more occurrences on this site, although none of these animals have been observed on the site at this time.

- c. Is the site part of a migration route? If so, explain.

Edgewood is part of the Pacific Flyaway Migration Route; however, this site is not a known resting stop.

- d. Proposed measures to preserve or enhance wildlife, if any:

Fencing and signage around the wetland will be provided to preserve wildlife.

- e. List any invasive animal species known to be on or near the site.

None Known.

6. Energy and Natural Resources [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

During construction, gasoline, & diesel-powered equipment would be used. The new buildings will use electricity and natural gas to serve the buildings utilities.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No, the proposed building will not block the use of solar energy by adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any:

All exterior walls and roofs will be fully insulated to meet current energy codes. The project construction might use energy efficient appliances.

7. Environmental Health [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. **No environmental health hazards are expected to result from this proposal.**

- 1) Describe any known or possible contamination at the site from present or past uses.

None known.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

The proposed project will require gasoline and diesel fuel to be used during construction. All fuel will be stored in approved EPA containers.

- 4) Describe special emergency services that might be required.

None known.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

None.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Traffic and road noise from 24th St. E. may affect the project but not expected to cause much disturbance.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Most of the noise will occur during the initial site development phase at the early part of construction. Noise will be generated by trucks and earth moving equipment required for grading and site utility work. Followed by normal construction activity until the project is complete. All noise will be within work

hours that shall be limited to workdays between the hours of 7:00 a.m. and 7:00 p.m. and Saturday 9:00am to 6:00pm unless otherwise approved in advance by the City. No construction on Sunday and City Observed Holidays.

3) Proposed measures to reduce or control noise impacts, if any:

Construction activities would be restricted to hours and levels designated by City of Edgewood code requirements. If construction activities exceed permitted noise levels, PSD would instruct the contractor to implement measures to reduce noise impacts to comply with the Noise Control Ordinance, which may include additional muffling of equipment.

8. Land and Shoreline Use [\[help\]](#)

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The site is currently a vacant lot with a pedestrian/utility easement that runs through the middle of the site as a pedestrian path for children to get safely to Northwood Elementary School. The adjacent properties are a single-family home and storage facility to the East and Northwood Elementary School to the North and West of the site. This proposal will not affect current land uses on nearby or adjacent properties.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or non-forest use?

The project site has not been used as farmlands or forest.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

There is no surrounding farmland.

c. Describe any structures on the site.

There are no structures on the site.

d. Will any structures be demolished? If so, what?

No structures will be demolished.

e. What is the current zoning classification of the site?

P - Public Use

f. What is the current comprehensive plan designation of the site?

P - Public Use

g. If applicable, what is the current shoreline master program designation of the site?

Not Applicable.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
Yes, the East half of the property has been classified by the city as a category 3 wetland. Pierce County has classified the South East portion of the property as a Regulated Flood Plain 2017.
- i. Approximately how many people would reside or work in the completed project?
Approximately 100 people will reside at the completed project.
- j. Approximately how many people would the completed project displace?
No people will be displaced.
- k. Proposed measures to avoid or reduce displacement impacts, if any:
The project would increase housing.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
The project is not zoned for the proposed development. This SEPA Checklist will be used as a supplement to Rezone the property as TC - Town Center, which will make the proposal compatible.
- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:
There is no agricultural or forest lands near by so there are no measures to reduce impacts to agricultural lands.

9. Housing [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
40 middle income apartment units provided.
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
None.
- c. Proposed measures to reduce or control housing impacts, if any:
No measures to reduce or control housing impacts.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
Maximum allowed by code.
- b. What views in the immediate vicinity would be altered or obstructed?
No views in the immediate vicinity will be altered or obstructed.
- c. Proposed measures to reduce or control aesthetic impacts, if any:
The building must adhere to planning and building requirements so that the aesthetic for the surrounding neighborhood is maintained.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Exterior lighting during the evening and sun reflecting off of windows during the day.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

- c. What existing off-site sources of light or glare may affect your proposal?

Vehicle headlights.

- d. Proposed measures to reduce or control light and glare impacts, if any:

None.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

To the West is Northwood Elementary School where children can use the playground, to the Northwest is Surprise Lake for swimming and fishing, and to the East is Edgewood Community Park.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

There are no proposed measures to reduce or control impacts on recreation.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

There are no structures over 45 years old listed on any preservation registers.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

There is no evidence of Indian or historic use on the site.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

The Washington Department of Archaeology and Historic Preservation (DAHP) WISAARD site (Washington Information for Architectural and Archaeological Records Data) was checked October 18th, 2022 for any record of cultural or historic resources on or near the project site. None were identified in the database.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

In the event that suspected historic or cultural artifacts, or objects of suspected archaeological value are discovered during the course of site development, activity in the immediate area will be stopped until a professional archaeologist can assess the discovery. If the professional archaeologist determines the discovery is archaeological material, the Washington State Department of Archaeology and Historic Preservation (DAHP) procedures would be followed.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The site will be served with an entrance from 24th St. E.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

The nearest bus stop is at the intersection of 24th St. E. and Meridian Ave. E. There is a bus stop traveling in both directions North and South along Meridian Ave. E. at this intersection. The approximate distance to this bus stop is 600 ft.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Currently the project will have 55 total parking spaces and would eliminate zero parking spaces since the parcel is vacant.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Frontage improvements will not be required.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?

A traffic report has not been prepared for this project yet.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No, there are no agricultural or forested areas in the vicinity.

h. Proposed measures to reduce or control transportation impacts, if any:

None proposed.

15. Public Services [\[help\]](#)

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

None beyond what is already offered.

b. Proposed measures to reduce or control direct impacts on public services, if any.

None proposed.

16. Utilities [\[help\]](#)

a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Water – City of Milton

Sewer – Lakehaven Water and Sewer District

Storm – City of Edgewood

Gas – Puget Sound Energy

Electricity – Puget Sound Energy

During construction, water and electricity will be provided from the existing services on site. Additional storm water measures will be provided to meet all city and county code requirements.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Name of signee Dean Furr

Position and Agency/Organization Furr Engineering Services, PLLC

Date Submitted: 11/28/2022

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks,

wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.



CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

The Planning Commission voted 6-0 to recommend **exclusion** of the Greenbelt Apartments File No. 22-008CODE comprehensive plan amendment application in the City's 2023 annual update process final docket, consistent with the Community and Economic Development Director's recommendation, submitted in the Planning Commission meeting packet by Senior Planner Evan Hietpas.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 12TH DAY OF JUNE 2023.**



Planning Commission Chair

Attest by:



Evan Hietpas
Senior Planner



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0678 - Resolution 23-0678 awarding the contract for the Interurban Trail Phase 3 Jovita Canyon Project Design to KPG PSOMAS Inc	Agenda Item #: 4.F
	For Agenda of: 6/27/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION NO. 23-0678 2. 9EDG010100 CPFF LAG - Signed	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 6/22/2023 Dave Gray 6/22/2023 Daryl Eidingen 6/22/2023	Expenditure Required: \$440,223.85 Amount Budgeted: 2023 CIP: \$500,000 TAP Grant Award: \$441,150 Timeline: 06/20/2023 SS 06/27/2023 RCM

Summary Statement:

As mentioned in prior meetings, staff has been seeking funding for design and construction of the Interurban Trail Phase 3 project, with about \$6 Million in local, state, and federal funds having been secured to-date. In addition, federal funding for the design phase was recently awarded through the Puget Sound Regional Council's Transportation Alternatives Program (TAP) in the amount of \$441,150.

Working with WSDOT Local Programs staff, city staff has transmitted signed documents to WSDOT Headquarters for formal funding authorization of the engineering design (PE) phase of work, anticipating imminent concurrence. Following WSDOT procedures for federal funding, a Request for Qualifications was published on April 12 and 19, seeking design professionals for the PE phase of work. Three (3) submittals were received by the May 3, 2023 deadline, interviews were held with each of the firms, scores were tabulated, and the selected firm is KPG Psomas, Inc.

Since this selection, staff has been working to negotiate an acceptable scope of work and budget with KPG Psomas for the PE phase. Attached is an authorizing resolution and draft contract for Council's consideration, only considering up to 30% design at this time due to many factors that are yet to be considered. Staff is still in the process of reviewing this contract with WSDOT Local Programs for concurrence prior to the Mayor's execution, but staff felt it prudent to bring this item forward for Council's action now due to limited calendar availability and a tight timeline to initiate the design effort. If Council so authorizes, the Mayor will not execute this contract until staff has attained WSDOT concurrence, and this item will be brought back to the Council for review if any material changes become necessary. It is staff's professional opinion that adequate funding sources to complete 100% design are either in place or imminent, and more information will be brought to the Council when it is available.

Item History:

N/A

Recommended Action:

MOTION to adopt **AB23-0678** - Resolution 23-0678 awarding the contract for the Interurban Trail Phase 3 Jovita Canyon Project Design to KPG PSOMAS Inc

Fiscal Note/Consideration:

The TAP grant requires a minimum 13.5% local participation. For full utilization of the \$441,150 TAP Grant award, that would require \$68,850 in funds to come from another source. Staff anticipates leveraging the pending RCO Grant award and Traffic Impact Fees to fill this need.

RESOLUTION NO. 23-0678

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AWARDING THE CONTRACT FOR THE INTERURBAN TRAIL PHASE III - JOVITA CANYON PROJECT DESIGN (PE PHASE) TO KPG PSOMAS, INC., IN THE AMOUNT OF \$437,243.50

WHEREAS, the City submitted an application under the Puget Sound Regional Council's (PSRC) Transportation Alternatives Program for the Interurban Trail Phase III – Jovita Canyon Project (the “Project”), and was notified of being awarded \$441,150 in contingency funds in April 2023; and

WHEREAS, City staff worked with Washington State Department of Transportation (WSDOT) Local Programs staff to secure funding authorization for the engineering design (PE) phase of work in June, 2023, wherein it was agreed that the total city staff and design consultant costs would not exceed \$505,000.00; and

WHEREAS, the City utilized WSDOT procedures for soliciting a design consultant, publishing a Request for Qualifications on April 12 and 19, 2023, following which three (3) submittals were received by the May 3, 2023 deadline; and

WHEREAS, interviews were held with all three submitting firms in May 2023, scores were tabulated, and the selected firm was KPG Psomas, Inc. (KPG); and

WHEREAS, staff negotiated an acceptable scope of work and budget with KPG following WSDOT procedures, totaling \$437,243.50; and

WHEREAS, the City Council considered staff's recommendation during its regular Council meeting of June 27, 2023, and determined that the contract for the Project should be awarded to KPG;

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

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and KPG Psomas, Inc. in the amount of \$437,243.50 for the Interurban Trail Phase III – Jovita Canyon Project Design (PE Phase). A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 27TH DAY OF JUNE, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Local Agency A&E Professional Services -
Negotiated Hourly Rate Consultant Agreement (WSDOT Form)

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): KPG Psomas Inc.	
Address 2502 Jefferson Ave., Tacoma, WA 98402	Federal Aid Number
UBI Number 604-635-123	Federal TIN or SSN Number 95-2863554
Execution Date	Completion Date 12/31/2026
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title Interurban Trail Phase III - Jovita Canyon	
Description of Work The Interurban Trail Phase III – Jovita Canyon project proposes to complete the design and permitting for construction of a non-motorized trail with a paved surface and gravel shoulders along Puget Sound Electric Railway corridor linking disconnected segments of the regional Interurban Trail. See Exhibit A Scope of Work for additional description.	
☒ Yes 21% ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation
Total Amount Authorized: \$437,243.50 Management Reserve Fund: \$0 Maximum Amount Payable: \$437,243.50	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Edgwood hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Jeremy Metzler		Name: Olivia Paraschiv	
Agency: City of Edgewood		Agency: KPG Psomas Inc.	
Address: 2224 104th Avenue East		Address: 2502 Jefferson Ave.	
City: Edgewood	State: WA	City: Tacoma	State: WA
Zip: 98372		Zip: 98402	
Email: Jeremy@cityofedgewood.org		Email: Olivia.Paraschiv@psomas.com	
Phone: 253-831-4266		Phone: 206-267-1060	
Facsimile:		Facsimile:	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

Agreement Number:

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Agreement Number:

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

Agreement Number:

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

Agreement Number:

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jeremy Metzler
Agency: City of Edgewood
Address: 2224 104th Avenue East
City: Edgewood State: WA Zip: 98372
Email: Jeremy@cityofedgewood.com
Phone: 253-831-4266
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number:

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Agreement Number:

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.



Signature KPG Psomas Inc.

6/20/2023

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A Scope of Work

Project No. 9EDG010100

See Exhibit A, next page.

Agreement Number:

Exhibit A

SCOPE OF WORK

City of Edgewood Interurban Trail Phase III (Jovita Canyon)

KPG Psomas, Inc.
June 19, 2023

A. Project Description/Background

Description of Work

The project will construct a non-motorized trail with a paved surface and gravel shoulders along the Puget Sound Electric Railway corridor linking disconnect segments of the regional Interurban Trail.

Background

The Interurban Trail Phase III – Jovita Canyon project (“Project”) proposes to complete the design and permitting for construction of a non-motorized trail with a paved surface and gravel shoulders along Puget Sound Electric Railway corridor linking disconnected segments of the regional Interurban Trail. The project extends east from the existing trailhead at 114th Ave E and terminates at the intersection of West Valley Hwy and Jovita Blvd E. The trail is planned to be 12’ wide with 2’ shoulders where practicable, generally following, and parallel to Jovita Blvd E within City-owned property and right-of-way along the north side of the road and connecting to a sidewalk under SR 167.

Critical area mitigation needs will be determined, following the completion of appropriate critical studies. Stream and/or wetland mitigation will occur in this watershed and be in compliance with report recommendations and Edgewood Municipal Code. Steep slopes will need to be mitigated through the design process, and the need for at least one bridge structure is anticipated.

The project has an assigned **DBE goal of 21%**.

This scope of work will include up to the preliminary design (30%) plans and cost estimate of approximately a one-mile segment of the trail, which may include the following elements, but is not limited to:

- ❑ Survey and base mapping.
- ❑ Preliminary geotechnical review and geotechnical engineering recommendations.
- ❑ Design and regrading of the former railway corridor to widen the grade from its existing width (4 to 8 feet) to 14 to 22 feet in width per the typical sections outlined in the 2005 Edgewood Interurban Trail Master Plan.
- ❑ For accessibility, design the trail up to 5% grade wherever practicable, but no more than 8% maximum grade.
- ❑ Identify retaining wall locations and heights (approximately 1,800 linear feet of cut walls and 1,800 linear feet of fill walls).
- ❑ Identify needs for water crossing elevated structures or culvert replacements to accommodate fish passage for Jovita Creek and its tributaries.
- ❑ Identify needs for trail design along the floodplain extending from W Valley Hwy to the west, immediately north of Jovita Boulevard (approximately 2,500 linear feet).

Exhibit A

- ❑ Intersection improvements at W Valley Hwy and Jovita Blvd for the trail crossing. Coordination with Pierce County and WSDOT may be required if the intersection traffic signal is disturbed.
- ❑ New mid-block enhanced trail crossing at 114th Ave E.
- ❑ Preliminary Environmental and Permitting Evaluations.
- ❑ Wetland and Stream Delineation.
- ❑ Cultural Resources Survey.

B. Project Assumptions

The following assumptions are made to provide direction to the design:

- ❑ The estimated project duration for completion of the project up to 30% submittal is 12 months.
- ❑ Construction will primarily stay within the existing City-owned property and right-of-way.
- ❑ Right-of-way services or support are not included in this contract.
- ❑ Sewer and water design are not included in this contract.
- ❑ Aerial utility undergrounding is not included in this contract.
- ❑ Illumination design is not included in this contract. Any illumination design will be completed by PSE IntoLight.
- ❑ The Consultant shall prepare all drawings using AutoCAD or Civil 3D 2022 and KPG Drafting Standards.

C. City-Provided Items:

- ❑ Right of entries for surveying, geotechnical exploration, and/or construction, as required.
- ❑ Submittal reviews, comments, and approvals (1 consolidated set of comments per submittal).
- ❑ Public notices, property owner mailings, postage.
- ❑ Grant funding documentation, if any.
- ❑ Arrangements for stakeholder meetings, which may be in-person or virtual meetings.
- ❑ Existing record drawings (as-built plans), horizontal and vertical monumentation, adjacent development plans, geotechnical reports, environmental reports, GIS maps, CAD drawings, and other applicable information, if available.
- ❑ Available transportation analysis reports, counts, and models.
- ❑ Contact information for franchise utility providers within the project area.

D. Consultant Deliverables

Deliverables prepared by the Consultant are identified at the end of each Task.

E. Scope of Work

Task 1 – Management / Coordination / Administration

- 1.1 The Consultant will provide continuous project management and administrative services including:
- Project set-up and execute agreement
 - Execution of subconsultant agreements
 - Preparation of monthly invoices with progress reports
 - Schedule and budget monitoring

Exhibit A

- Coordination with City staff via phone, email, Microsoft Teams, and in-person meetings
 - Record keeping and project closeout
 - Monthly DBE reporting on WSDOT's online portal
- 1.2 Prepare for and attend monthly design coordination meetings with City Project Manager and other Staff or project stakeholders, as needed. These meetings will be held via Microsoft Teams unless otherwise requested by the City (estimate 12 meetings total).
- 1.3 The Consultant will prepare and update a project schedule.

Task 1 Deliverables:

- *Monthly invoice with progress reports (12 months)*
- *Monthly design meetings (estimated 12)*
- *Project schedule and updates using Microsoft Project (PDF)*

Task 2 – Survey and Base Mapping

- 2.1 Establish horizontal and vertical control points along the corridor for field topographic survey. Basis of control will be NAD 83/2011 for horizontal, and NAVD 88 for vertical. Control points will be established and will be made available for use during design/construction. The consultant will locate, field survey, and calculate positions for monuments and control points throughout the project limits, using the Washington State plane coordinate system. Conventional or GPS surveying methods will be used in this project.
- 2.2 Field survey of planimetric features including but not limited to road crown, edge of the pavement, existing curb and gutter, sidewalk, and traffic striping/channelization along the north side of Jovita Blvd, fire hydrants, water meters, existing walls, mailboxes, fences, individual trees with a trunk diameter of 12" or above, vegetation, and utilities. Topographic mapping of the existing ground will be taken at approximately 25-ft intervals (to 2-ft. contour intervals).
- 2.3 The Consultant shall coordinate utility locates. Consultant shall subcontract with a utility locating company to paint conductible underground utility locations within the complete survey sections so that they can be surveyed in Task 2.2. While every reasonable effort will be made by KPG Psomas to depict the location of underground utilities based on utility locates, KPG Psomas is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.
- 2.4 CADD mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project within the limits described above. KPG Psomas mapping standards and Civil3D version 2022 will be utilized in base map preparation.
- 2.5 Research Records. Determine which existing corners and monuments should be field located and surveyed.
- 2.6 Calculations for Railway and road ROW centerline alignment and ROW lines. Using the research information and the survey work described above, calculate location and surveyed corners, roadway features and monuments. The Railway and ROW centerline and margins will be defined geometrically using Washington state plane coordinates and stationing will be assigned to the alignment.

Exhibit A

Task 2 Assumptions:

- *All parcel lines and existing ROW outside of the project area will be depicted using Pierce County GIS*

Task 2 Deliverables:

- *Electronic copy of the completed basemap*

Task 3 – Subconsultant Coordination

- 3.1 Geotechnical Analysis: KPG Psomas' effort under this task includes coordination with HWA GeoSciences, reviewing their deliverables, providing information such as CAD drawings, plans, figures, and details, and incorporating geotechnical recommendations into the contract drawings and specifications. See attached Proposal from HWA GeoSciences for additional information including a list of assumptions and deliverables.
- 3.2 Constructability Review: KPG Psomas' effort under this task includes coordination with Ott-Sakai & Associates, LLC, reviewing their deliverables, providing information such as CAD drawings, plans, figures, and details, and incorporating site access, traffic control, and constructability recommendations into the contract drawings and specifications. See attached Proposal from Ott-Sakai & Associates, LLC for additional information including a list of assumptions and deliverables.
- 3.3 Wetland Delineation and Cultural Resource Services: KPG Psomas' effort under this task includes coordination with Environmental Science Associates (ESA), coordinating field activities, reviewing their deliverables, providing information such as CAD drawings and GIS layers, mitigation plans, figures, and details. See attached Proposal from ESA for additional information including a list of assumptions and deliverables.
- 3.4 Structural Engineering: KPG Psomas' effort under this task includes coordination with V+M Structural Design, design coordination meetings, providing information such as CAD drawings, figures, and details. See attached Proposal from V+M Structural Design for additional information including a list of assumptions and deliverables.

Task 4 – Preliminary Environmental and Permitting Evaluations

The Consultant shall provide an evaluation of existing conditions on the site and will provide a technical memorandum summarizing these conditions. In addition, the Consultant will provide a permit matrix for the project, summarizing the local, state, and federal permits that will be required for the project. These documents will assist the City in assessing permitting complexities, permitting timelines, and preliminary project mitigation needs and planning-level costs.

- 4.1 Field Assessment and Meetings
This task is for regular communication and coordination with the project engineers, technical staff, and City staff. as well as time to assess overall site conditions in conjunction with the project design team.
- 4.2 Existing Conditions/ Permitting Considerations Memo
The Consultant will summarize information on existing critical areas in a technical memorandum, summarizing information from the field assessment, a review of relevant data sources and resource maps, the Critical Areas Existing Conditions Report, and the

Exhibit A

geotechnical report (see Task 3). The memo will include brief discussions of the permitting implications of the critical areas present within or adjacent to the project area, as well as a permit matrix. The permit matrix will describe all relevant local, state, and federal environmental permits and approvals anticipated on the project, and describe regulated activities/permit triggers, submittal requirements, and estimated permit review timelines.

Task 4 Assumptions:

- *This task does not include the preparation of any environmental permits and approvals.*

Task 4 Deliverables:

- *Draft Preliminary Environmental and Permitting Evaluation for comments by the City*
- *Final Preliminary Environmental and Permitting Evaluation*

Task 5 – 30% Design

5.1 The Consultant shall develop 30% plans for the entire project limits of the Interurban Trail Phase III – Jovita Canyon from 114th Ave E to Jovita Blvd/W Valley Hwy E. In general, these plans will convey the proposed horizontal locations of improvements including the location and approximate height of retaining walls, general layout of elevated structures and/or culvert crossings, and disturbance and restoration limits, with basic construction notes. Construction details will not be included. A preliminary trail vertical profile will be included. It is anticipated that the 30% plans will include the following:

- ❑ Cover Sheet
- ❑ Legend and Abbreviations
- ❑ Sheet Index, Alignment Plan, and Survey Control
- ❑ Typical Trail Sections
- ❑ Site Preparation Plans
- ❑ Trail Plans and Profiles

5.2 The Consultant shall calculate and provide quantities to Ott-Sakai & Associates for their preparation of a 30% design level cost estimate showing proposed pay items and method of measurement.

5.3 The Consultant shall provide internal quality assurance/quality control (QA/QC) review of all deliverables prior to submittal.

Task 5 Deliverables:

- *30% Plans (PDF)*
- *30% Construction Cost Estimate (PDF)*

Task 5 Assumptions:

- *Trail will be designed utilizing the WSDOT Design Manual Division 15 – Pedestrian and Bicycle Facilities and Washington State Recreation and Conservation Office (RCO) design requirements.*
- *Trail section will be designed as outlined in the 2005 Master Plan for Edgewood's Interurban Trail – Jovita / Bluffs Section as follows:*

Exhibit A

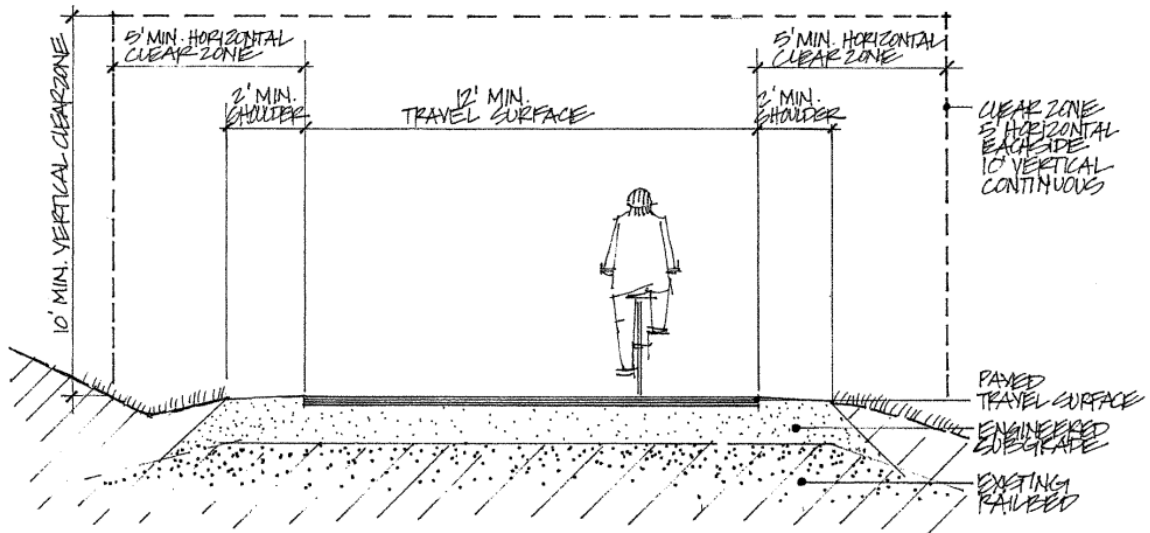


Figure C5 - 1. Typical Interurban Trail Design Section

Jovita Canyon/Bluffs Slopes Trail Section

- Apply typical trail section standards with exception of:
- Minimum 10 foot width
- Minimum 2 foot horizontal clear zone (allows for retaining walls and safety railings/ barriers)

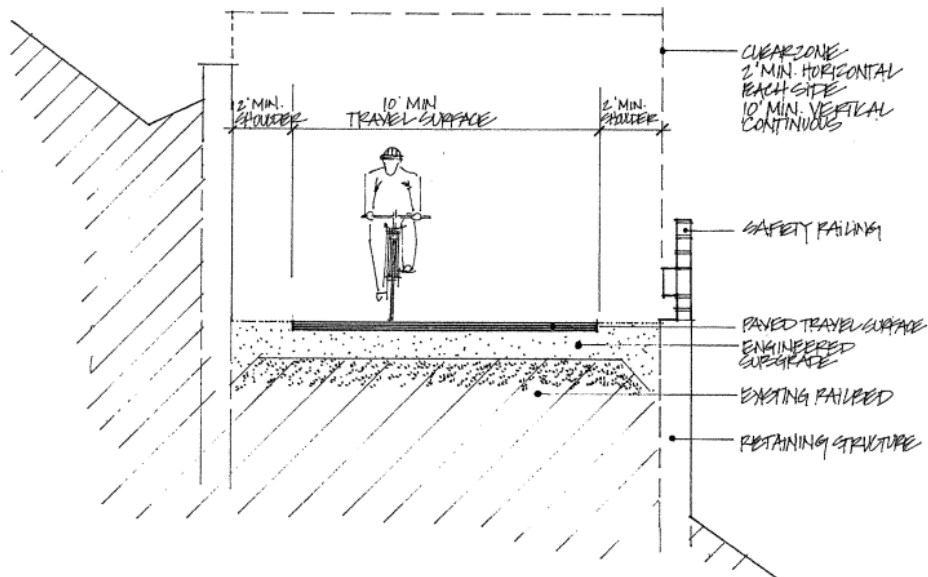


Figure C5 - 3. Typical Jovita Canyon/Bluffs Slopes Trail Design Section

Exhibit A

Trestle and Crossings Trail Section

- Apply typical trail section standards with exception of:
- Minimum 20 foot width between trestle, bridge and/or crossing side safety railings/barriers walls

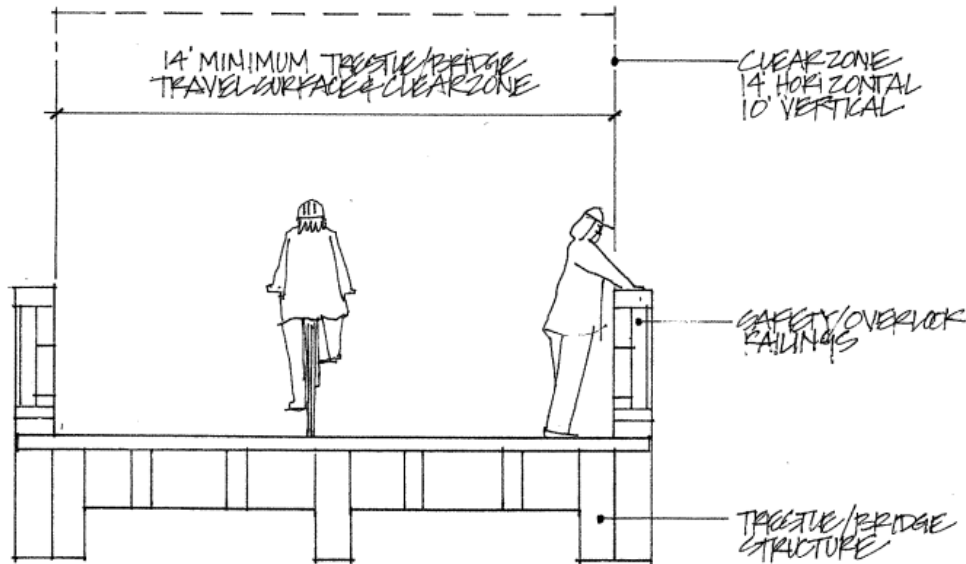


Figure C5 - 5. Typical Trestle/Bridge Trail Design Section

F. Additional Services

The City may require other services of the Consultant. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the City. This work may include, but is not necessarily limited to the following:

- Final design and permitting
- Public outreach services
- Right-of-way services
- Arborist services
- Structural engineering services
- Sewer, water, joint utility trench design services
- Illumination and/or traffic signal modification design services
- Supplemental survey and base mapping not included in Task 2
- Grant funding assistance
- Construction services, such as construction management, inspection, construction surveying and staking, record drawings, or as-built preparation

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant will provide a detailed scope of work and an estimate of cost. The Consultant shall not proceed with additional work until the City has authorized the work and issued a notice to proceed.

This project has a DBE goal of 21%. KPG Psomas will meet this goal by utilizing the following subconsultants:

1) HWA GeoSciences Inc.

- Cert #D5F0024692
- Budget \$28,107.00
- Geotechnical services

2) Ott-Sakai

- Cert #D4M0023226
- Budget \$28,806.34
- Constructibility review

V+M Structural Design

- Cert #D5M0025864
- Budget \$34,907.80
- Structural design

Total commitment to DBE:21% (\$91,821.14)

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Please see Scope of Work, Exhibit A, for more details.

B. Roadway Design Files

Please see Scope of Work, Exhibit A, for more details.

C. Computer Aided Drafting Files

Please see Scope of Work, Exhibit A, for more details.

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Please see Scope of Work, Exhibit A, for more details.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Please see Scope of Work, Exhibit A, for more details.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Please see Scope of Work, Exhibit A, for more details.

Agreement Number:

II. Any Other Electronic Files to Be Provided

Please see Scope of Work, Exhibit A, for more details.

III. Methods to Electronically Exchange Data

Please see Scope of Work, Exhibit A, for more details.

A. Agency Software Suite

Please see Scope of Work, Exhibit A, for more details.

B. Electronic Messaging System

Please see Scope of Work, Exhibit A, for more details.

C. File Transfers Format

Please see Scope of Work, Exhibit A, for more details.

Exhibit D

Prime Consultant Cost Computations

KPG Psomas Cost Computations

KPG Psomas Rate Table

KPG Psomas Indirect Cost Rate Acceptance Letter from WSDOT

Agreement Number:



Exhibit D

EXHIBIT B
PRIME CONSULTANT COST COMPUTATIONS

Client:

Project Name:

KPG Psomas Inc. Project Number:

Date:

City of Edgewood

Interurban Trail Phase III (Jovita Canyon)

9EDG010100

June 19, 2023

Task No.	Task Description	Labor Hour Estimate																				Total Hours and Labor Cost Computations by Task	
		Principal	Senior Engineer	Project Engineer II	Project Engineer I	Design Engineer II	Design Engineer I	Engineering Technician	Engineering Assistant	Senior Project Manager Survey	Survey Crew II (W/Equip)	Project Surveyor	Surveyor III	Urban Design Manager	Project Landscape Architect	Landscape Technician	Environmenta I Manager	Senior CAD Technician	CAD Technician	Business Manager	Senior Admin		
		\$93.91	\$71.00	\$57.75	\$49.00	\$46.00	\$44.00	\$37.69	\$30.23	\$82.73	\$85.78	\$54.00	\$45.00	\$66.02	\$51.00	\$33.48	\$72.12	\$45.34	\$41.00	\$58.52	\$44.00	Hours	Totals
Task 1 Management / Coordination / Administration																							
1.1	Project Management and Admin Services (est. 12 months)		20																	12	6	38	\$ 2,386.25
1.2	Design Coordination Meetings with City/Stakeholders (est. 12)	4	20	12										6	6		2					50	\$ 3,335.00
1.3	Project Schedule		8	2												4						14	\$ 971.98
Task Total		4	48	14	0	0	0	0	0	0	0	0	0	6	6	0	6	0	0	12	6	102	\$ 6,693.23
Task 2 - Survey and Base Mapping																							
2.1	Survey Control									4	40	4	4									52	\$ 4,158.12
2.2	Field Survey									8	100	4	2									114	\$ 9,545.84
2.3	Utility Locates Coordination											8										8	\$ 432.00
2.4	Base Map Development									8			120									128	\$ 6,061.84
2.5	Records Research											10										10	\$ 540.00
2.6	Right of Way Determination									4		50										54	\$ 3,030.92
Task Total		0	0	0	0	0	0	0	0	24	140	76	126	0	0	0	0	0	0	0	0	366	\$ 23,768.72
Task 3 - Subconsultant Coordination																							
3.1	Geotech Coordination		6	6			2															14	\$ 860.50
3.2	Constructability Coordination		8	16																		24	\$ 1,492.00
3.3	Wetland Delineation & Cultural Resources Coordination			2						1							8					11	\$ 775.19
3.4	Structural Coordination		2	8			2							4								16	\$ 956.08
Task Total		0	16	32	0	0	4	0	0	1	0	0	0	4	0	0	8	0	0	0	0	65	\$ 4,083.77
Task 4 - Preliminary Environmental and Permitting Evaluations																							
4.1	Field Assessment and Meetings			1													12					13	\$ 923.19
4.2	Existing Conditions/ Permitting Considerations Memo			4													26					30	\$ 2,106.12
Task Total		0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	38	0	0	0	0	43	\$ 3,029.31
Task 5 - 30% Design																							
5.1	30% Plans		40	180	60	100	30	40	120					8	60	60		80	60			838	\$ 38,913.80
5.2	30% Quantities and Cost Estimate		8	40		80	8	20	40						8	16						220	\$ 9,816.50
5.3	QA/QC of 30% Deliverables	6	16											4								26	\$ 1,963.54
Task Total		6	64	220	60	180	38	60	160	0	0	0	0	12	68	76	0	80	60	0	0	1084	\$ 50,693.85
Total Labor Hours and Fee		10	128	271	60	180	42	60	160	25	140	76	126	22	74	76	52	80	60	12	6	1,660	\$ 88,268.87
ICR Overhead @ 1.7337% =																						\$	153,031.75
Fixed Fee @ 30% =																						\$	26,480.66
Total KPG Psomas (DL + OH + Fixed Fee) =																						\$	267,781.29



Exhibit D

EXHIBIT B
PRIME CONSULTANT COST COMPUTATIONS
Client:
Project Name:
KPG Psomas Inc. Project Number:
Date:

City of Edgewood
Interurban Trail Phase III (Jovita Canyon)
9EDG010100
June 19, 2023

Subconsultants		
	Utility Locates	\$ 10,000.00
	HWA GeoSciences (DBE)	\$ 28,107.00
	Ott-Sakai & Associates, LLC (DBE)	\$ 34,454.48
	ESA	\$ 61,992.93
	V+M Structural Design (DBE)	\$ 34,907.80
	Subtotal	\$ 169,462.21
	Administrative Charge (5%)	\$ -
	Total Subconsultant Expense	\$ 169,462.21
Reimbursable Direct Non-Salary Costs		
	Mileage at current IRS rate	\$ -
	Reproduction Allowance	\$ -
	Total Reimbursable Expense	\$ -
	Total Estimated Budget	\$ 437,243.50

KPG Psomas Inc.
Summary of Negotiated Costs
Effective January 1, 2023 through December 31, 2023

Classification	Estimated Salary Range		Est Direct Salary Costs (DSC)	Office Overhead @173.37%	Fee @ 30% of DL	2023 Inclusive Rate (Rounded to \$1)
	Low	Hi		1.7337 Of DSC	30% of DSC	
Principal	89	99	93.91	162.81	28.17	285
Engineering Manager	79	87	82.73	143.43	24.82	251
Senior Engineer	67	75	71.00	123.09	21.30	215
Senior Project Engineer	64	70	67.00	116.16	20.10	203
Project Engineer I	47	51	49.00	84.95	14.70	149
Project Engineer II	55	61	57.75	100.12	17.33	175
Project Engineer III	59	65	62.00	107.49	18.60	188
Design Engineer I	42	46	44.00	76.28	13.20	133
Design Engineer II	44	48	46.00	79.75	13.80	140
Engineering Technician	36	40	37.69	65.34	11.31	114
Technician	32	35	33.60	58.26	10.08	102
Engineering Assistant	29	32	30.23	52.40	9.07	92
Senior Project Manager Survey	79	87	82.73	143.43	24.82	251
Survey Crew I (w/Equip)	64	71	67.50	117.02	20.25	205
Survey Crew II (w/Equip)	81	90	85.78	148.72	25.73	260
Field Surveyor I	29	32	30.25	52.44	9.08	92
Field Surveyor II	38	42	40.25	69.78	12.08	122
Field Surveyor III	45	50	47.75	82.78	14.33	145
Survey Assistant	29	32	30.25	52.44	9.08	92
Project Surveyor	51	57	54.00	93.62	16.20	164
Surveyor I	29	32	30.00	52.01	9.00	91
Surveyor II	38	42	40.00	69.35	12.00	121
Surveyor III	43	47	45.00	78.02	13.50	137
Urban Design Manager	63	69	66.02	114.46	19.81	200
Project Landscape Architect	48	54	51.00	88.42	15.30	155
Landscape Technician	32	35	33.48	58.04	10.04	102
Landscape Assistant	28	31	29.81	51.68	8.94	90
Senior Transportation Planner	59	66	62.50	108.36	18.75	190
Transportation Planner	36	39	37.54	65.08	11.26	114
Environmental Manager	72	74	72.12	125.03	21.64	219
Senior Environmental Planner I	58	61	60.00	104.02	18.00	182
Senior Environmental Planner II	77	83	81.00	140.43	24.30	246
Managing Biologist I	58	61	60.00	104.02	18.00	182
Managing Biologist II	65	68	67.00	116.16	20.10	203
Managing Biologist III	74	77	76.00	131.76	22.80	231
Senior Archaeologist	55	58	55.46	96.15	16.64	168
GIS Manager	52	55	52.89	91.70	15.87	160
Senior Biologist I	44	47	45.00	78.02	13.50	137
Senior Biologist II	51	54	52.00	90.15	15.60	158
Word Processor	39	42	39.18	67.93	11.75	119
Biologist I	25	28	26.00	45.08	7.80	79
Biologist II	33	37	35.00	60.68	10.50	106
Biologist III	40	43	42.00	72.82	12.60	127
Environmental Planner	50	53	52.00	90.15	15.60	158
Editor	29	33	29.99	51.99	9.00	91
GIS Tech	28	31	28.85	50.02	8.66	88
Cultural Resource Specialist	23	28	27.00	46.81	8.10	82

Senior Construction Manager	77	85	80.76	140.01	24.23	245
Construction Manager	58	64	61.00	105.76	18.30	185
Senior Resident Engineer	54	60	56.75	98.39	17.03	172
Resident Engineer	48	54	51.00	88.42	15.30	155
Assistant Resident Engineer	45	50	47.60	82.52	14.28	144
Senior Construction Observer	60	66	63.00	109.22	18.90	191
Construction Observer I	33	37	35.00	60.68	10.50	106
Construction Observer II	41	45	43.00	74.55	12.90	130
Construction Observer III	44	50	47.00	81.48	14.10	143
Construction Technician	29	32	30.23	52.40	9.07	92
Document Control Specialist I	38	42	40.00	69.35	12.00	121
Document Control Specialist II	45	49	47.00	81.48	14.10	143
Document Control Admin	33	36	34.32	59.50	10.30	104
Construction Assistant	24	26	24.96	43.27	7.49	76
CAD Manager	56	62	59.39	102.97	17.82	180
Senior CAD Technician	43	48	45.34	78.61	13.60	138
CAD Technician	39	43	41.00	71.08	12.30	124
Business Manager	56	61	58.52	101.46	17.56	178
Senior Admin	42	46	44.00	76.28	13.20	133
Office Admin	32	36	34.00	58.95	10.20	103
Office Assistant	26	28	27.04	46.88	8.11	82
Subs billed at cost plus 5%.						
Reimbursables billed at actual costs.						
Mileage billed at the current approved IRS mileage rate.						

Exhibit D



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 5, 2022

KPG, P.S.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Susan Rowe:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 173.37% (0.27% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Stambaugh Ness, Inc. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

E.1 - HWA Geosciences - \$28,107.00

E.2 - Ott-Sakai & Associates, LLC - \$34,454.48

E.3 - ESA Associates - \$61,992.93

E.4 - V+M Structural Design - \$34,907.80

Agreement Number:

Exhibit E.1

Project Cost Estimate
Edgewood Interurban Trail Phase III
Geotechnical Services through 30% Design
Edgewood, Washington



HWA Ref: 2023-083-21
Date: 13-Jun-23

Prepared By: JTW/BKH

Scope of Work:

Project setup and coordination.

Collect and review available geotechnical information for the project alignment. This review will include online geotechnical databases, geologic maps, and HWA's internal library.

Perform site reconnaissance visits to evaluate existing conditions and assess various project elements (assumes 2 separate trips).

Perform preliminary geotechnical engineering analyses based on existing information, alignment options, and site visits.

Prepare a technical memorandum containing the results of the data compilation, visual reconnaissance, engineering analyses, and preliminary geotechnical engineering recommendations.

Finalize the technical memorandum upon receipt of review comments.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2023 HOURLY RATES								TOTAL HOURS	TOTAL AMOUNT
	Geol. VIII	Engr. VIII	Engr. V	Geol. IV	Geol. III	Contracts	CAD	Clerical		
	\$85.00	\$87.50	\$58.50	\$46.00	\$37.50	\$45.00	\$32.50	\$33.00		
Project Setup/Coordination			2			2			4	\$207
Collect and Review Available Geotechnical Data		4	8						12	\$818
Site Reconnaissance Visits		18	18						36	\$2,628
Preliminary Geotechnical Engineering Analyses		6	12						18	\$1,227
Prepare Draft Technical Memorandum		8	20				6	2	36	\$2,131
Finalize Technical Memorandum		2	4				2		8	\$474
Consultation / Project Management / QA/QC		4	4			4			12	\$764
DIRECT SALARY COST:	0	42	68	0	0	6	8	2	126	\$8,249

GEOTECHNICAL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Moisture Content	0	\$24	\$0
Grain Size Distribution	0	\$130	\$0
Grain Size with Hydrometer	0	\$275	\$0
Atterberg Limits (plasticity index)	0	\$250	\$0

LABORATORY TOTAL: \$0

ESTIMATED DIRECT EXPENSES:

Mileage	\$200
Traffic Control	\$0
Field Equipment	\$0
Private Utility Locator	\$0
Excavation Subcontractor for Drill Access	\$0
Drilling Subcontractor	\$0
Laboratory Testing	\$0

TOTAL DIRECT EXPENSES: \$200

Direct Salary Cost (DSC)	\$8,249
OH @ 208.31% * DSC	\$17,183
Fee @ 30% * DSC	\$2,475
Total Labor Costs	\$27,907
Direct Expenses	\$200
GRAND TOTAL:	\$28,107

Assumed Conditions:

1. All hours and items are estimated, and may be shifted between tasks within the limits of the total budget at the discretion of HWA's project manager.
2. This cost estimate assumes no subsurface explorations will be performed for this phase.



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 22, 2022

HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 208.31% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W Maxwell CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, reading 'Erik K. Jonson'.

ERIK K. JONSON
Contract Services Manager

EKJ:ah



Ott-Sakai & Associates, LLC

PO Box 247
Mountlake Terrace, WA 98043

Dear Olivia:

We are pleased to submit our level of effort (LOE) estimate for the City of Edgewood -Interurban Trail Phase 3. Our LOE estimate assumes the following scope of work:

- Constructability review and a contractor style cost estimate at the 30% design submittal milestone.

Sincerely,

Ott-Sakai & Associates

A handwritten signature in black ink, appearing to read "Kevin Sakai", with a horizontal line of dots above it.

Kevin Sakai

Bill Ott
bill@ott-sakai.com
425.890.3533

Kevin Sakai
kevin@ott-sakai.com
206.255.2509

Janiece Christian
janiece@ott-sakai.com
206.409.0631

EXHIBIT E
OTT-SAKAI COST COMPUTATIONS

Client:City of Edgewood

Project Name:Interurban Trail Phase 3

Date:6/20/2023

Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Cost Computations by Task	
		Principal	Senior Construction Specialist	Contract Administration	Technician 4	Admin 1	Admin 2	Admin 3	Project Manager	Senior Project Manager	Laboratory Supervisor	Filed Supervisor		
		\$120.00	\$120.00	\$84.50	\$45.00	\$20.00	\$25.00	\$33.00	\$56.00	\$79.00	\$56.00	\$56.00	Hours	Totals
Project Management														
	Project Management	6	0	0									6	\$ 720.00
	Kick Off Meeting	0	2	0									2	\$ 240.00
	Attend Meetings	0	2	0									2	\$ 240.00
	Invoicing	0	0	6									6	\$ 507.00
Task Total		6	4	6	0	0	0	0	0	0	0	0	16	\$ 1,707.00
30% Design														
	Constructability Review-30%	0	20	0									20	\$ 2,400.00
	Cost Estimate-30%	0	100	0									100	\$ 12,000.00
Task Total		0	120	0	0	0	0	0	0	0	0	0	120	\$ 14,400.00
Total Labor Hours and Fee		6	124	6	0	0	0	0	0	0	0	0	136	\$ 16,107.00
ICR Overhead @ 0.8391% =													\$	13,515.38
Fixed Fee @ 30% =													\$	4,832.10
Total Estimated Budget													\$	34,454.48

Exhibit E.2



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

September 26, 2022

Ott-Sakai & Associates, LLC
P.O. Box 247
Mountlake Terrace, WA 98043

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Kimberly McShea:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 80.96% of direct labor (rate includes 0.04% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Marescot Palomino & Associates, PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in black ink that reads 'Schatzie Harvey'. The signature is written in a cursive, flowing style.

[Schatzie Harvey \(Sep 26, 2022 12:41 PDT\)](#)

SCHATZIE HARVEY, CPA

Contract Services Manager

EKJ:ah



City of Edgewood Interurban Trail Phase III - Jovita Canyon

SCOPE OF WORK

Project Description

KPG Psomas, on behalf of the City of Edgewood, has asked ESA to assist with the Interurban Trail Phase III - Jovita Canyon project. The City is proposing to construct a non-motorized trail with paved surface and gravel shoulders along a segment of the historic Puget Sound Electric Railway corridor linking disconnected segments of the regional Interurban Trail. This project will extend east from the City's current trail head at 114th Ave E and terminate at West Valley Hwy and Jovita Blvd E. The trail is planned to be 12' wide with 2' shoulders wherever practicable, generally following / parallel to Jovita Blvd E within City-owned property and right-of-way along the north side of the road and connecting to recent work completed by the City of Pacific ending at Stewart Road via a sidewalk under SR-167. The trail provides recreational opportunities for residents and visitors alike who utilize the trail for non-motorized activities, connecting multiple cities, with many utilizing the trail to bike to work. The construction of this missing link will provide for a safer network by completing an east-west active transportation network connection, allowing users to stay off Jovita Blvd E, a busy arterial roadway. The project will be constructed using federal funds, which makes the project subject to compliance with Section 106 of the National Historic Preservation Act.

This scope of work describes the tasks and activities necessary to complete cultural resources and critical areas compliance.

Project Tasks

Task 1 — Project Management

ESA will meet with the design team, prepare progress reports and invoices, manage budget and schedule, prepare a project specific safety plan, and conduct quality control and assurance.

Deliverables:

- Monthly progress reports (submitted with monthly invoice).

Assumptions:

- The project is anticipated to last up to 12 months from notice to proceed to check-out.
- There will be a maximum of 4 coordination meetings, each being one hour in duration.



Task 2 — Wetland and Stream Delineation and Existing Conditions Memo

ESA will perform a background review of publicly available information regarding environmental conditions in the vicinity of the site. The purpose of this background reviews to identify areas that may be subject to regulation by the U.S. Army Corps of Engineers (Corps) and the City of Edgewood's critical areas ordinance (CAO) for wetlands (Edgewood Municipal Code [EMC] 14.40) and streams (EMC 14.50). Following the background review, ESA will perform field investigations to map the extents of wetlands and streams within the parcel. If wetlands are observed, ESA will delineate the wetland boundary in accordance with methods defined in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0) (US Army Corps of Engineers [Corps] 2010) and the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987). Wetland boundaries will be flagged and flag location will be recorded using a GPS unit. Additionally, ESA will delineate the ordinary high water mark (OHWM) of any streams observed on or near the site according to the methods in Ecology's Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State. These flags will also be recorded using a GPS unit.

In addition to delineating the boundaries of any observed wetlands, ESA will complete a wetland rating form as described in Washington State Wetland Rating System for Western Washington: 2014 Update (Ecology Publication No. 14-06-029). ESA will use the results of the wetland rating to identify applicable wetland buffer extents per the City of Edgewood's buffer standards in EMC 14.40.030.

To inform trail design, findings will be documented in an Existing Conditions Memo that will include a brief description of wetlands and streams onsite, wetland rating forms, and figures showing wetland and stream boundaries and their associated buffers.

Deliverables:

- GIS shapefiles of delineated wetland and stream boundaries and their associated buffers to inform project design.
- Draft and Final Existing Conditions Memo

Assumptions:

- Prior to initiating fieldwork, KPG will provide a GPS shapefile to ESA containing the footprint of potential direct impacts (ground disturbing work).
- Wetlands and streams will only be delineated on the north side of Jovita Boulevard E and within 225 feet of the proposed alignment.
- It is currently unknown if the portion of the proposed trail which leads from the railbed on the plateau downslope to Jovita Boulevard, which is located on steep slopes, can be safely accessed during the field surveys. If, when site conditions are evaluated, this area is assessed as too steep to be safely surveyed, ESA will notify KPG Psomas for subsequent discussion and coordination of the issue with the City and WSDOT.
- Task 2 fieldwork can be conducted in three 10-hour days with two biologists, including travel.
- KPG will be responsible for acquiring rights of entry to field reconnaissance sites.



- ESA will arrange to have utilities located and flagged prior to fieldwork for this Task, pursuant to RCW 19.122 “Underground Utilities,” which requires notification to the State Public Works Office at least 3 days before digging.

Task 3 — Critical Areas Existing Conditions Report

Once the trail alignment is established, ESA will prepare a Critical Areas Existing Conditions Report in accordance with the requirements in EMC 14.10.080. The document will serve as the basis for a complete critical areas report (CAR) that will be prepared in a future project phase, and that will include impacts and proposed mitigation measures.. ESA will address existing conditions of the following critical areas regulated by the City:

- Wetlands
- Critical Fish and Wildlife Habitat Areas
- Aquifer Recharge and Well head Protection Areas
- Volcanic Hazard Areas
- Flood Hazard Areas
- Natural Resource Areas

Deliverables:

- Draft and Final Critical Areas Existing Conditions Report

Assumptions:

- The Critical Areas Existing Conditions Report will address two critical areas in detail, wetlands and fish and wildlife habitat conservation areas. As the project is assumed to have no effect on the other critical areas listed above, the report will only include a brief description of them based on existing mapping.
- Other critical areas regulated by the City not listed above, including landslide hazard areas, seismic hazard areas, and erosion hazard areas, will be covered by other firms on the project team.
- All documents will be produced electronically in PDF and /or MS Word format and delivered via email, unless otherwise specified.

Task 4 – Cultural Resources Compliance

ESA will assist the City with Section 106 compliance for cultural resources. This will include:

Section 106 Correspondence - ESA will draft Section 106 correspondence for the City to submit to the lead federal agency. The correspondence propose a definition for the project’s Area of Potential Effects (APE) and request the lead federal agency to initiate Section 106 consultation with the Washington Department of Archaeology and Historic Preservation (DAHP), Affected Tribes, and other Consulting Parties (as identified by the federal agency). ESA will submit Draft Correspondence (Word format) for simultaneous review by KPG Psomas and the City. Once all comments are received, ESA will prepare Revised Correspondence and submit it to KPG Psomas and the City. The City will submit the correspondence to the lead federal agency. Per Section 106, Consulting Parties have 30 days to comment on the definition of the APE or other concerns; fieldwork may not be conducted until the 30 day period has elapsed.



Archival Research – ESA will conduct archival research at the Washington State Department of Archaeology and Historic Preservation (DAHP), relevant libraries and archives, within its own research library, and online repositories to identify recorded and potential cultural resources in the project study area. ESA will review (as available) archaeological site records, survey reports, histories, environmental and geological studies, geotechnical reports, and other resources to synthesize the cultural and environmental background. ESA will also review project-specific environmental and geological background information, if available from the KPG Psomas/City. This research is required to prepare a cultural resources assessment technical report that meets DAHP and Secretary of the Interior (SOI) standards for cultural resources reporting.

Fieldwork – ESA will conduct archaeological surface and subsurface survey of the APE. ESA will notify Affected Tribes of cultural fieldwork at least 5 business days in advance, and invite tribal representatives to observe the survey. Steep slopes will not be surveyed if this cannot be done safely. ESA will arrange to have utilities located and flagged prior to fieldwork for this Task, pursuant to RCW 19.122 “Underground Utilities,” which requires notification to the State Public Works Office at least 3 days before digging. ESA will excavate up to 50 shovel probes in locations where project ground disturbance will exceed the footprint of the rail corridor. Probes will be excavated using a round nosed shovel, approximately 30 cm in diameter to: 1) 1 meter in depth, or 2) until impassable conditions (e.g., groundwater, buried logs, boulders, etc.) are encountered, or 3) 20 cm into intact glacial deposits (whichever comes first). Probes will be immediately backfilled upon completion. ESA assumes that no artifacts will be encountered; if artifacts are encountered they will be documented in the field and reburied in the hole from which they originated.

Archaeological Site Form – The historic Puget Sound Electric Railway corridor is older than 50 years and is in ruins. As such, it qualifies an archaeological site. Segments of the corridor elsewhere have been recorded as archaeological site 45PI1408. ESA will update the site form for 45PI1408 to include the segment of the corridor that is within the APE. ESA will provide a recommendation regarding the eligibility of the segment for listing in the National Register of Historic Places. ESA assumes that only one site form will be prepared. If additional site forms are required, a scope and budget amendment will be required.

Technical Report – ESA will summarize the cultural resources findings and recommendations in a Technical Report. The report will meet the current DAHP and SOI standards for a cultural resources assessment. ESA will submit a Draft Report (Word format) for simultaneous review by KPG Psomas and the City. Once all comments are received, ESA will prepare the Final Report (PDF format) and submit it to KPG Psomas and the City. ESA will upload the Final Report to DAHP’s WISAARD system, under the direction of the lead federal agency. ESA will submit the project activity for review by DAHP, and the lead federal agency will notify DAHP and Affected Tribes that the report and any site forms are ready for review. If DAHP or Affected Tribes require revisions for the Final Report, and the lead federal agency concurs, ESA will prepare up to one Revised Final Report (PDF format) for re-submittal to DAHP under the direction of the lead federal agency.

Deliverables:

- Draft and final Section 106 Correspondence
- One archaeological site form
- Draft and final Technical Report

**Assumptions:**

- The Study Area will be a 1-mile radius of the project footprint (1-mile is standard) for archaeological resources. For aboveground historic resources (buildings, structures, and objects), the Study Area will include APE.
- No historic property inventory will be conducted at this time. If the lead federal agency determines that historic property inventory is required, a scope and budget amendment will be required.
- No archaeological sites or isolates (apart from the know rail corridor) will be encountered during ESA's fieldwork. If such materials are encountered and must be documented with the Washington State Department of Archaeology and Historic Preservation, a scope and budget amendment will be required

Exhibit E.3

TABLE 1: PRICING PROPOSAL
ESA Labor Detail and Expense Summary

[illegible]

ESA Raw Labor Costs		\$ 18,386
OH	196.03%	\$ 36,042
Fee	30.0%	\$ 5,516
Total Labor		\$ 59,942.93
ESA Non-Labor Expenses		
GPS Daily (10x\$75)		\$ 750
Company Vehicle Daily (10x\$130)		\$ 1,300
Subtotal ESA Non-Labor Expenses		\$ 2,050
Subconsultant Costs (see Attachment B for detail)		\$ -

TOTAL PROJECT PRICE	\$ 61,992.93
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**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 3, 2022

Environmental Science Associates
550 Kearny Street, Suite 800
San Francisco, CA 9418

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Swen Swenson Jr.:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Gusman & Associates as follows:

- Office Rate: 196.03% of direct labor
- Field Rate: 105.67% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON

Contract Services Manager

EKJ:ah

EXHIBIT A

SCOPE OF WORK FOR STRUCTURES INTERURBAN TRAIL PHASE III – JOVITA CANYON The City of Edgewood

June 14, 2023

INTRODUCTION

The City of Edgewood (the City) is planning to design and construct a non-motorized trail with paved surface and gravel shoulders along Puget Sound Electric Railway corridor linking disconnected segments of the regional Interurban Trail. The project will extend east from the City's current trail head at 114th Ave E and terminate at West Valley Hwy and Jovita Blvd E. The trail is planned to be 12' wide with 2' shoulders wherever practicable, generally following / parallel to Jovita Blvd E within City-owned property and right-of-way along the north side of the road and connecting to recent work completed by the City of Pacific ending at Stewart Road via a sidewalk under SR-167. The trail crosses several water courses that will require large culverts or structures, and segments of the trail may require large retaining walls.

The project is being led by Psomas Inc. (PRIME Consultant) and V+M Structural Design, Inc. (Consultant) will support on the structural scope.

Assumptions:

- Up to three (3) bridges comprised of prefabricated steel trusses supported on engineered abutments.
- Up to approximately 1800 LF of retaining wall varying in height between 10'-30'.

DETAILED TASK DESCRIPTION

General Assumptions:

1. The level of effort for each task and subtask is limited to the amount of labor and expenses indicated in Level of Effort provided in Exhibit B. It is assumed that budget may be transferred between tasks, provided the total contracted amount is not exceeded.
2. 60%, 90% and 100% design services may be scoped in a follow-up amendment.
3. 30% Design will be 20 weeks.
4. The Consultant is responsible for meeting deadlines for their tasks only; Consultant has no control over those portions of the schedule related to the tasks performed by any third party.
5. The Project will use U.S. Customary units.

Task 1.0 – Project Management

This task includes services to plan, perform and coordinate with the design team on the structural design of the trail structures.

Exhibit E.4

Task 1.1 – Project Management/Coordination

This task includes planning, performing and coordinating the structural design with the project team.

Task 1.2 – Project Administration

This task involves contract administration, including invoicing.

Assumptions:

- *Internal project team coordination meeting: one (1) kick-off meeting, four (4) bi-weekly meetings, and one (1) type selection meeting. Each meeting is assumed to be one (1) hour in duration.*
- *All meetings will take place via videoconference.*
- *Psomas will provide vicinity and utility maps, site profile, geotechnical, hydraulic information, and other relevant background information for review.*
- *Psomas will provide survey.*
- *High water will be delineated by others and included in the survey.*
- *Geotechnical data will be provided by others*

Deliverables:

- *Monthly Invoices and Progress Report in pdf format (1 copy).*

Task 2.0 – 30% Design

The scope under this task involves preparing a basic Type, Size & Location (TS&L) Report for the bridges, walls, and boardwalk structures and advancing the design to a 30% level. The following tasks will be performed by V+M.

Task 2.1 – Data Gathering

During the Data Gathering phase, V+M will make a site visit and familiarize themselves with the existing conditions, water features, topography, any utilities, ground conditions, project documents, etc. This includes:

- Each bridge site base map and survey information
- Profiles and grades
- Detour or staging construction plans
- Utility maps
- Geotechnical information

Task 2.2 – Type, Size & Location (TS&L) Report

V+M will prepare Type, Size & Location Report sections relevant to the structural elements associated with the trail project. Tasks include:

- Outline of key design criteria
- Identification of the project constraints for the bridges
- Wall types to support a segment of the trail
- Structural options for the boardwalk
- Quality control for all submitted documents

Exhibit E.4

Task 2.3 – 30% Design

General arrangement drawings will be developed for each bridge, retaining wall, and boardwalk, including:

- 30% design of the structures
- Preparation of general arrangement drawings for the proposed structures
- Quality control for submitted documents

Assumptions:

- *V+M will conduct one site visit walk through to orient ourselves with the structural requirements.*
- *Psomas will be responsible for preparing the full TS&L report with appendices, with V+M providing inputs to the report where needed.*
- *Psomas will prepare the trail alignment, profile and sections in Civil3D v2022 and will provide this to V+M for use in the preliminary design.*
- *The 30% Cost Estimate and quantities for the structural elements will be prepared by others.*
- *Standard Specifications will be based on WSDOT.*
- *V+M will prepare general structural plans using AutoCAD.*

Deliverables:

- *Structural content for the Type, Size & Location Report*
- *30% Drawing List includes:*
 - *General Notes*
 - *Bridge Site Plans (3 count)*
 - *Bridge General Arrangements (3 count)*

Exhibit E.4

EXHIBIT E
V+M COST COMPUTATIONS

Client:City of Edgewood

Project Name:INTERURBAN TRAIL PHASE III – JOVITA CANYON

Date:6/15/2023

Task No.	Task Description	Labor Hour Estimate								Total Hours and Labor Cost Computations by Task	
		Principal Engr	Sr Struct Engr	Bridge Engr 4	Bridge Engr 2	Sr Planner	Bridge Engr 4	Lead Drafter	Drafter		
		\$97.92	\$79.21	\$56.46	\$41.77	\$57.75	\$58.42	\$53.75	\$37.60	Hours	Totals
Task 1 - Project Management											
1.1	Project Management/Coordination	4		10						14	\$ 956.25
1.2	Project Administration	6				16				22	\$ 1,511.50
Task Total		10	0	10	0	16	0	0	0	36	\$ 2,467.75
Task 2 - 30% Design											
2.1	Data Gathering	4		4	4		4			16	\$ 1,018.25
2.2	TS&L	4		12	16		6			38	\$ 2,088.00
2.3	30% Design	20		24	20		16	30	60	170	\$ 8,952.17
Task Total		28	0	40	40	0	26	30	60	224	\$ 12,058.42
Total Labor Hours and Fee		38	0	50	40	16	26	30	60	260	\$ 14,526.17
ICR Overhead @ 110% =										\$	15,978.78
Fixed Fee @ 30% =										\$	4,357.85
Total (DL + OH + Fixed Fee) =										\$	34,862.80
Reimbursable Direct Non-Salary Costs											
Mileage at current IRS rate										\$	25.00
Reproduction Allowance										\$	20.00
Total Reimbursable Expense										\$	45.00
Total Estimated Budget										\$	34,907.80

Exhibit E.4



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 26, 2020

Schaun Valdovinos, President
V+M Structural Design, Inc.
5 Smith St
Seattle, WA 98109-1833

- Re: V+M Structural Design, Inc.
Safe Harbor Indirect Cost Rate

Dear Mr. Valdovinos:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for V+M Structural Design, Inc. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for V+M Structural Design. The Safe Harbor rate is effective on October 26, 2020.

V+M Structural Design has agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to October 26, 2023. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

Schatzie A Harvey
Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

Exhibit G-1(a) Certification of Consultant

Exhibit G-1(b) Certification of City of Edgewood

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Agreement Number:

Exhibit G-1(a) Certification of Consultant

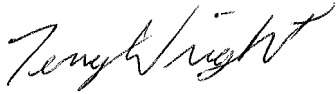
I hereby certify that I am the and duly authorized representative of the firm of
KPG Psomas Inc.
whose address is
2502 Jefferson Ave., Tacoma, WA 98402
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Edgewood
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

KPG Psomas Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

6/20/2023

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Edgewood

I hereby certify that I am the:

- ☒ Certified Authority
- ☐ Other

of the City of Edgewood, and KPG Psomas Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Dept. of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

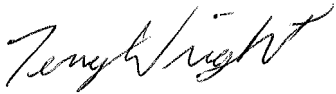
Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KPG Psomas Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

6/20/2023

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

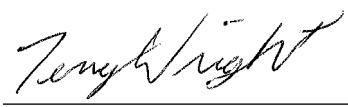
- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

KPG Psomas Inc.

Consultant (Firm Name)



6/20/2023

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm:

N/A Project is less than \$500,000.00

Signature

N/A

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0679 - Resolution 23-0679 relating to streets and transportation adopting the 2024-2029 six-year Transportation Improvement Plan	Agenda Item #: 4.G
	For Agenda of: 6/27/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. RESOLUTION 23.0679 2. 2024 TIP Budget and Map	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 6/21/2023 Dave Gray 6/22/2023 Daryl Eidinger 6/22/2023	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 06/20/2022 SS 06/27/2022 RCM

Summary Statement:

The City is required to prepare a Transportation Improvement Plan (TIP), in accordance with RCW 35.77.010 and the Transportation Element of the City's adopted Comprehensive Plan. The TIP outlines the projects, estimated costs, anticipated timelines, and the expected funding sources for the next six years. These plans serve as the guiding documents for Staff to implement as resources are made available through City financial resources or other identified funding sources (i.e. TIB, WSDOT funding, other grants, loans, etc.).

The attached DRAFT resolution and plan represents Staff's recommendation as it pertains to project priorities, funding sources and timelines for implementation, as required under GMA. Staff relies on the City Council to guide this planning effort in alignment with Council's desires and the City's financial resources. While this year's Annual Concurrency Report has yet to be prepared, the recommendations provided in last year's report are still relevant. Staff is bringing this year's TIP update forward at this time to stay ahead of upcoming grant funding opportunities.

As discussed with Council in April, traffic concurrency will not be met if the Level of Service deficiencies are not addressed at three intersections with Meridian: 13th, 29th and 32nd. Staff is working with the City's consultant to complete the Meridian Avenue Preliminary Design Study, and efforts continue to design and implement the Parallel Road Network.

Finally, a Public Hearing was held at the April 11, 2023 Regular Council Meeting, at which no public comments were made. Staff subsequently completed a State Environmental Policy Act (SEPA) Environmental Checklist for review, no comments were received by the June 1, 2023 deadline, and no appeals were made by the June 22, 2023 deadline.

Item History:

04/04/2022 SS
04/11/2022 RCM PH
04/18/2022 SS

Recommended Action:

MOTION to adopt **AB23-0679** - Resolution 23-0679 relating to streets and transportation adopting the 2024-2029 six-year Transportation Improvement Plan

Fiscal Note/Consideration:

As the Transportation Improvement Plan (TIP) is a component of the annual budgeting process, the anticipated impacts to the City's budget and General Fund are outlined therein. TIPs are planning documents that express the Council's desires for future transportation improvements within the City. Local agency TIPs are also utilized by State and other planning agencies, for evaluating projects on a regional scale and consideration for outside funding resources. This TIP represents an anticipated six-year program cost of \$23,329,000 - However, the TIP is not a final budget document; this is reserved for the actual budget that is adopted by the City Council towards the end of the City's fiscal year.

This TIP considers a total of \$7,133,960 in TIF funding from 2023 through 2029. Other funding sources considered herein (but yet to be secured unless noted otherwise) include TIB Grants, FHWA Grants, other unidentified grants, and the General Fund, for a total of \$16,195,040.

RESOLUTION NO. 23-0679

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO STREETS AND TRANSPORTATION, ADOPTING THE 2024-2029 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

WHEREAS, per RCW 35.77.010, the City is required to annually update its Six-Year Transportation Improvement Plan (TIP) before July 1st of each year and file the updated Transportation Improvement Plan with the Washington State Department of Transportation within thirty (30) days of adoption; and

WHEREAS, per RCW 35.77.010, the purpose of the requirement for annual updates is to assure that each city shall perpetually have advanced plans available, looking to the future for not less than six years as a guide in carrying out a coordinated transportation program; and

WHEREAS, it is also an eligibility requirement of many grant programs that the City update its Transportation Improvement Plan as required by RCW 35.77.010; and

WHEREAS, the transportation element of the City's Comprehensive Plan must also include and be consistent with the Six-Year Transportation Improvement Plan required by RCW 35.77.010; and

WHEREAS, per RCW 35.77.010, a duly-noticed public hearing was held on April 11, 2023 on the proposed updates to the Transportation Improvement Plan; and

WHEREAS, per Chapter 43.21C RCW and WAC 197-11-340, a Determination of Nonsignificance was issued on May 17, 2023, which allowed for a 14-day comment period ending June 1, 2023, and a 21-day appeal period ending June 22, 2023, where no comments or appeals were received;

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

Section 1. The City Council does hereby adopt the 2024-2029 Six-Year Transportation Improvement Plan (TIP), a copy of which is attached as Exhibit A and incorporated herein by reference.

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

ADOPTED THIS 27TH DAY OF JUNE, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
2024-2029 Transportation Improvement Plan (TIP)

Transportation Improvement Program (TIP)
Years 2023-2028

Submitted
04/27/2023
City of Edgewood

Project No.		Transportation Project	Estimated Annual Project Expenditures									Total Project Cost	Comments
TIP	TIF Program		Prior Years (Actual)	2023 Estimate	2024	2025	2026	2027	2028	2029	Future Years		
1	R-3, R-9	Meridian/32nd & Meridian/36th Intersection improvements	\$ 35,000	\$ -	\$ -	TBD - Pending results of Project No. 2, below					\$ -	TBD	Coordinate intersection needs and alternatives with WSDOT, then construct improvements.
2	S-1	Meridian Ave E (SR-161) Preliminary Design	\$ 143,100	\$ 255,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,100	Corridor Study reviewing cross section and intersection treatment needs south of 24th. (80% TIF Eligible)
3	N/A	Emergency Road Repair (Weather Related - Annual)		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 175,000	Annual Program - Repair failures due to severe weather, wear and tear from freeze/thaw events and other causes.
4	R-4	Edgewood Drive Safety Improvements	\$ 562,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,535,000	\$ 11,097,225	Roadway widening, curb & gutter, stormwater system and pedestrian walkway. (40% TIF Eligible)
5	R-10	Chrisella Road East Safety Improvements	\$ 162,735	\$ 1,673,290	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,420,000	\$ 8,756,025	2021-2024: Improved markings, signage, lighting, sight distance, possible traffic calming measures; 2024+: Sidewalk, repair slopes south of 48th St E (40% TIF Eligible)
6	N/A	Citywide Road Preservation Program (Annual)		\$ 345,000	\$ 415,000	\$ 1,129,000	\$ 390,000	\$ 400,000	\$ 425,000	\$ 450,000		\$ 3,554,000	Annual program - Full width rubberized chipseal and/or 2" HMA grind and overlay. Minor crack sealing and repairs are included. (2024/2025: Added 48th St E Grant Funds)
7	S-3, N-1	Interurban Trail Phase III, Connection Feasibility Study	\$ -	\$ 500,000	\$ 1,100,000	\$ 4,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 7,600,000	Develop approximately 1.05-mile corridor as a trail from 114th Avenue East to the City of Pacific. (20% TIF Eligible)
8	TBD - "N" Projects	Citywide Pedestrian Mobility and Safety Improvements (Annual)		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 525,000	Annual Program - Walkways and/or trails with vegetated buffers for traffic safety, low level pedestrian lighting where appropriate, signs and pavement markings, as shown in the 2004 Pedestrian Study (20% TIF Eligible)
9	N/A	Citywide Traffic Safety Program (Annual)		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 350,000	Annual program - Neighborhood Traffic Calming Projects, Safety Projects and reconstruction of ADA deficiencies.
10	N/A	Citywide Road Maintenance Program (Annual)		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000		\$ 525,000	Annual program - Repair and maintenance of City transportation infrastructure, including traffic operations, signing and markings
11	MCE-2, MCE-7, MCE-16	Meridian Parallel Road Network Construction - Various Segments	\$ 288,426	\$ -	\$ 950,000	\$ 1,600,000	\$ 1,100,000	\$ 2,700,000	\$ 1,670,000	\$ -	\$ -	\$ 8,308,426	Construct high-priority parallel road segments, closing gaps and fixing access deficiencies - Priority Order: MCE-16 (Chrisella), MCE-7, MCE-2. (60% TIF Eligible)
12	NP-3	Meridian Ave E / Emerald Street Signal Improvements	\$ 290,730	\$ 240,460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 531,190	Coordinate signal mast arm and detection design & constructon with WSDOT. (100% TIF Eligible)
13	S-2, N-9	36th Street E Walkway Extension Feasibility/Design/Build	\$ -	\$ -	\$ -	\$ 85,000	\$ 665,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000	Design and construct extension of existing walkway to new park property. (20% TIF Eligible)
14	R-6	Meridian & 12th/13th Intersection Improvements	\$ -	\$ -	\$ 250,000	\$ 750,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	Design and construct intersection improvement(s) to address deficiencies. (60% TIF Eligible)
Annual Totals			\$ 1,482,216	\$ 3,238,750	\$ 3,440,000	\$ 7,789,000	\$ 5,780,000	\$ 3,325,000	\$ 2,320,000	\$ 675,000	\$ 16,955,000	\$ 44,969,966	

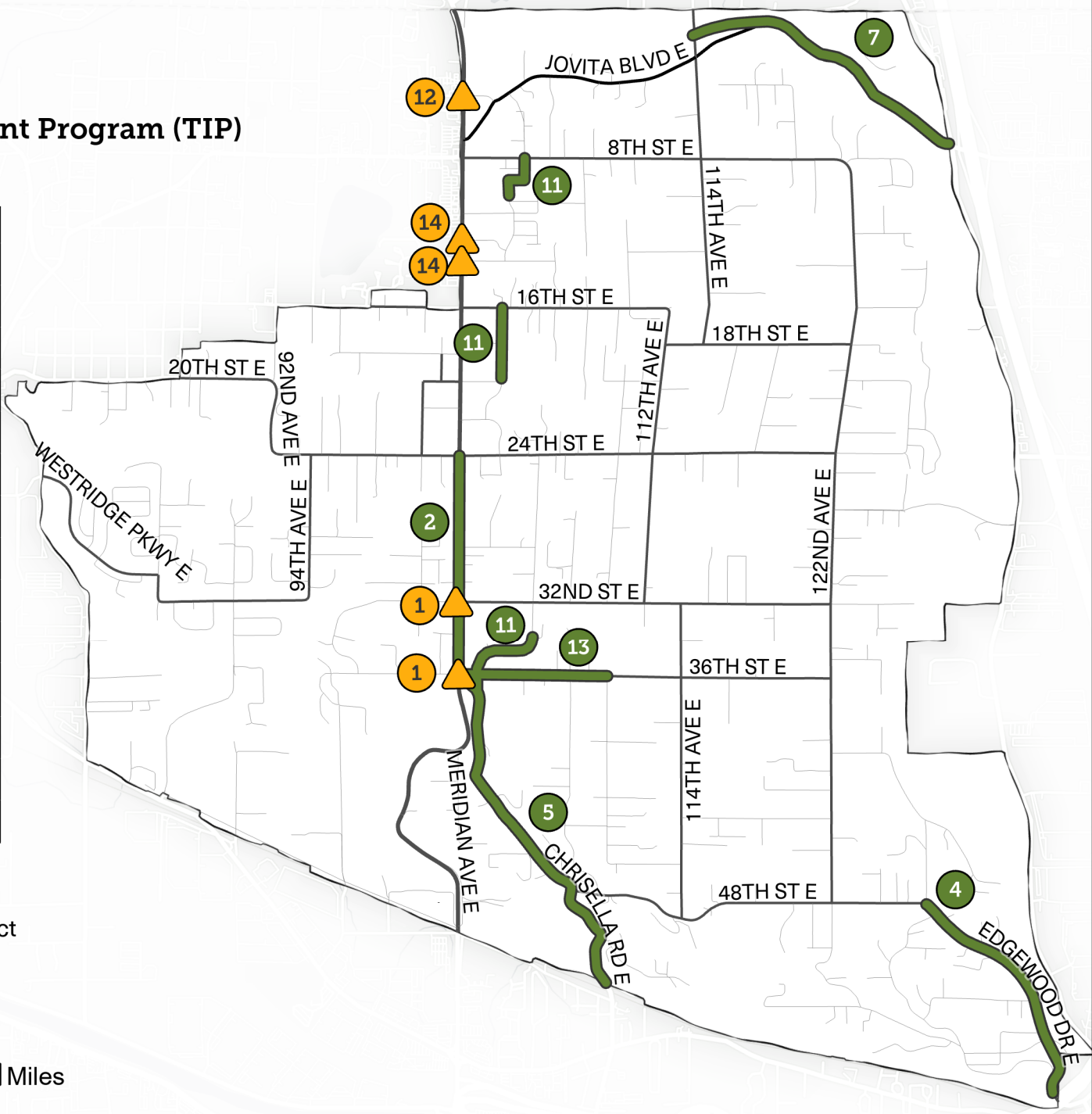
			Proposed 6-Year Program Total:				\$ 23,329,000				
TIB Funding:		\$ -	\$ -	\$ 68,000	\$ 532,000	\$ -	\$ -	\$ -		\$ 600,000	2025/2026: 36th St E Walkway (projected)
RCO WWRP Trails Grant:		\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -		\$ 3,000,000	
FHWA Funding (PSRC/PCRC):		\$ 432,500	\$ 8,650	\$ 1,080,000	\$ 2,000,000	\$ -	\$ -	\$ -		\$ 3,521,150	2023-2026: Interurban Trail Funded 2025: \$600K for 48th St E Preservation Chrisella HSIP Grant (work in progress)
WSDOT Funding:		\$ 1,673,290	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,173,290	
Public Works Trust Fund Loan:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Other Grant Funds:		\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 25,000	2023: Interurban Trail (Port of Tacoma, Trails NP's)
Total Anticipated Grant Funding:		\$ 2,130,790	\$ 508,650	\$ 4,148,000	\$ 2,532,000	\$ -	\$ -	\$ -		\$ 9,319,440	
Total City Funds Needed:		\$ 1,107,960	\$ 2,931,350	\$ 3,641,000	\$ 3,248,000	\$ 3,325,000	\$ 2,320,000	\$ 675,000		\$ 17,248,310	
Traffic Impact Fees		\$ 501,960	\$ 955,000	\$ 1,362,000	\$ 1,648,000	\$ 1,635,000	\$ 1,017,000	\$ 15,000		\$ 7,133,960	2024: Interurban Trail (balance)
REET Funds		\$ 396,000	\$ 765,000	\$ 1,479,000	\$ 500,000	\$ 350,000	\$ 250,000	\$ 200,000		\$ 3,940,000	
School Zone Camera Fees		\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000		\$ 770,000	
Park Impact Fees		\$ -	\$ 871,350	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 871,350	
General Fund		\$ 100,000	\$ 230,000	\$ 690,000	\$ 990,000	\$ 1,230,000	\$ 943,000	\$ 350,000		\$ 4,533,000	

Prepared by: Jeremy Metzler, P.E.
Date Prepared: 4/20/2023



Transportation Improvement Program (TIP) 2023-2028

TIP	TIF Program	Transportation Project
1	R-3, R-9	Meridian/32nd & Meridian/36th Intersection improvements
2	S-1	Meridian Ave E (SR-161) Preliminary Design
3	N/A	Emergency Road Repair (Weather Related - Annual)
4	R-4	Edgewood Drive Safety Improvements
5	R-10	Chrisella Road East Safety Improvements
6	N/A	Citywide Road Preservation Program (Annual)
7	S-3, N-1	Interurban Trail Phase III, Connection Feasibility Study
8	TBD - "N" Projects	Citywide Pedestrian Mobility and Safety Improvements (Annual)
9	N/A	Citywide Traffic Safety Program (Annual)
10	N/A	Citywide Road Maintenance Program (Annual)
11	MCE-2, MCE-7, MCE-16	Meridian Parallel Road Network Construction - Various Segments
12	NP-3	Meridian Ave E / Emerald Street Signal Improvements
13	S-2, N-9	36th Street E Walkway Extension Feasibility/Design/Build
14	R-6	Meridian & 12th/13th Intersection Improvements





City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-019 - Re-Appointment to Planning Commission - Position No. 6	Agenda Item #: 5.A
	For Agenda of: 6/27/2023
	Prepared by: Evan Hietpas
Attachments (list):	
Approval of Materials: Evan Hietpas Rachel Pitzel, City Clerk/HR Director 6/22/2023 Dave Gray 6/22/2023 Daryl Eidinger 6/22/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: • 06/20/2023 Study Session: Interview Candidate • 06/27/2023 Regular Council Meeting: Appointment Decision

Summary Statement:

The planning commission serves as the principal advisory body to the city council with responsibility for providing guidance and direction for land use policy. In accordance with Edgewood Municipal Code (EMC) Section 2.30.020 for Planning Commission 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. All candidates shall be interviewed by the Council.

In selecting the planning commission, the city council shall seek to ensure representation includes members with an understanding of architecture and urban planning, economic development, community involvement, and knowledge of the specific concerns of Edgewood residents. Furthermore, the council shall seek a diverse membership that includes residents from each geographic region of the city, owners or operators of Edgewood businesses, and citizens with a record of community involvement. Each member of the commission must be a city resident.

There is currently one (1) position on the Planning Commission with a term set to expire June 30, 2023, and we have received one (1) application for this vacancy. This agenda item is intended to allow City Council to interview the applicant. After the City Council's interview, at the next scheduled Regular Council Meeting, the Council shall confirm or deny the appointment decision proposed by the Mayor. The appointment confirmation is scheduled to occur during the regular council meeting next week (June 27, 2023) in anticipation of filling the Position 6 vacancy for a two-year term beginning July 1, 2023 and ending June 30, 2025.

Item History:

N/A

Recommended Action:

MOTION confirming the Mayoral re-appointment of Allison Pincas to Position No. 6 of the Planning Commission with term ending June 30, 2025.

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: AB23-0645 - Ordinance 23-0645 amending chapter 8.10 of the Edgewood Municipal Code, Fireworks, to grant the mayor the authority to issue a temporary order prohibiting the discharge of consumer fireworks, restricting the time the sale of fireworks is permitted within the city consistent with RCW 70.77.395	Agenda Item #: 5.B
	For Agenda of: 6/27/2023
	Prepared by: Mark Berry
Attachments (list): 1. ORD No. 23-0645 Fireworks Final	
Approval of Materials: Mark Berry Rachel Pitzel, City Clerk/HR Director 6/22/2023 Dave Gray 6/22/2023 Daryl Eidinger 6/22/2023	Expenditure Required: N/A Discussion Only
	Amount Budgeted: N/A
	Timeline: June 20, 2023 Study Session for review and discussion by Council and the Mayor. June 27, 2023 Regular Council Meeting for potential Council action.

Summary Statement:

Pierce County Council legislated power to the County Fire Marshal, the ability to restrict use of Fireworks in unincorporated Pierce County due to environmental conditions on and emergency basis. Specific weather and environmental conditions can greatly increase the potential for fireworks to create an extreme hazard to public safety and property. Updates EMC 8.10.030 Retail fireworks sales to comply with state law.

Item History:

Recommended Action:

MOTION to adopt **AB23-0645** - Ordinance 23-0645 amending chapter 8.10 of the Edgewood Municipal Code, Fireworks, to grant the mayor the authority to issue a temporary order prohibiting the discharge of consumer fireworks, restricting the time the sale of fireworks is permitted within the city consistent with RCW 70.77.395

Fiscal Note/Consideration:

NA

ORDINANCE NO. 23-0645

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING CHAPTER 8.10 OF THE EDGEWOOD MUNICIPAL CODE (EMC), FIREWORKS, TO GRANT THE MAYOR THE AUTHORITY TO ISSUE A TEMPORARY ORDER PROHIBITING THE DISCHARGE OF CONSUMER FIREWORKS, RESTRICTING THE TIME THE SALE OF FIREWORKS IS PERMITTED WITHIN THE CITY CONSISTENT WITH RCW 70.77.395; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the state fireworks regulations are codified at Chapter 70.77 of the Revised Code of Washington (RCW); and

WHEREAS, RCW 70.77.395 provides that consumer fireworks may be sold and purchased from 12:00 noon to 11:00 p.m. on June 28, from 9:00 a.m. to 11:00 p.m. on June 29 through July 4, from 9:00 a.m. to 9:00 p.m. on July 5, and from 12:00 noon to 11:00 p.m. on December 27 through December 31; and

WHEREAS, RCW 70.77.395 also provides that consumer fireworks may be discharged from 12:00 noon to 11:00 p.m. on June 28, from 9:00 a.m. through 11:00 p.m. on June 29 through July 3, from 9:00 a.m. through 12:00 midnights on July 4, from 9:00 a.m. through 11:00 p.m. on July 5, and from 6:00 p.m. on December 31 through 1:00 a.m. on January 1 of the subsequent year; and

WHEREAS, 70.77.250(4) provides that the Chief of the Washington State Patrol, through the director of fire protection, shall adopt rules to ensure statewide minimum standards for the enforcement of the state fireworks laws, that counties and cities shall comply with these state rules, and that any ordinances adopted by a city that are more restrictive than state law shall have an effective date no sooner than one year after their adoption; and

WHEREAS, Chapter 8.10 of the Edgewood Municipal Code (EMC) sets forth the regulations related to the allowable discharge of fireworks within the City of Edgewood (City); and

WHEREAS, the City Council has delegated authority to the East Pierce Fire and Rescue Fire Chief or their designee to enforce the provisions of Chapter 8.10 EMC; and

WHEREAS, the sound of the indiscriminate discharge of consumer fireworks can unsettle many persons and can harm the health and welfare of infants and military veterans, as well as service animals, livestock, and pets; and

WHEREAS, cities within Pierce County are experiencing unprecedented, record-breaking heatwaves that are creating extreme fire-risk conditions and that similar conditions are likely to reoccur in the future; and

WHEREAS, the City Council, recognizing the significant threat to life and property posed by fire risk during periods of extreme weather, deems it prudent and appropriate to authorize the Fire Marshal, in consultation with the Mayor, to ban the discharge of consumer fireworks on an emergency basis within City limits;

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

Section 1. EMC 8.10.045, Temporary orders prohibiting discharge of fireworks,
adopted. A new EMC section 8.10.045, Temporary orders prohibiting discharge of fireworks, is
hereby adopted to read as shown in Exhibit A, attached hereto and incorporated herein by this
reference.

Section 2. EMC 8.10.030(J), Retail fireworks sale, amended. EMC 8.10.030, Retail
fireworks sale, is hereby amended to read as shown in Exhibit A, attached hereto and
incorporated herein by this reference.

Section 3. Report to City Council. The Mayor shall report to the Council any temporary
orders prohibiting discharge of fireworks.

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

Section 5. Effective Date. A summary of this Ordinance consisting of its title shall be
published in the official newspaper of the City, and shall take effect and be in full force on June
29th, 2024. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 27TH DAY OF, 2023

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney

Date of Publication: June 29, 2023

Effective Date: June 29, 2024

EXHIBIT A

8.10.045 Temporary orders prohibiting discharge of fireworks.

A. The Pierce County Fire Marshal, in consultation with the Edgewood Mayor, is authorized to issue a temporary order prohibiting the discharge of consumer fireworks in the City of Edgewood when the conditions of subsection B of this section have been reached or exceeded. A violation of the temporary fireworks order is a violation under EMC 8.10.080.

B. The Pierce County Fire Marshal shall promptly notify the Edgewood City Council any time the Fuel Moisture Content of the 10-hour fuels is below 8 as determined by the Pierce County Fire Marshall from six different geographic locations in the County.

8.10.030 Retail fireworks sales.

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J. Retail Sales Period. No fireworks shall be sold or offered for sale at retail within the city except as follows each year:

1. From 12:00 noon to 11:00 p.m. on the twenty-eighth of June;
2. From 9:00 a.m. to 11:00 p.m. on each day from the twenty-ninth of June through the fourth of July;
3. From 9:00 a.m. to 9:00 p.m. on July fifth;
34. From 12:00 noon to 11:00 p.m. on each day from the twenty-seventh of December through the thirty-first of December;
45. Or as provided in RCW [70.77.311](#).

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EXHIBIT A