CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA

Tuesday, March 12, 2024 – 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. **PRESENTATION**
   - **A.** Metro Animal Services
3. **AUDIENCE COMMENT**
4. **MAYOR'S REPORT**
5. **CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
   The following items are presented for Council approval:
   - **A.** **AB24-012 -** a motion approving March 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; AWC Employee Benefit Trust; and IRS 941 in the amount of $213,065.10 and Vendor Check Numbers 26065 through 26075, with EFT and Direct Pay Payments in the amount of $200,033.71, and an adjustment for void check #26005 in the amount of <$25.00>. Total distributions submitted for review and authorization in the amount of $413,073.81
   - **B.** Regular City Council Meeting Minutes of February 27, 2024
6. **COUNCIL BUSINESS**
   - **A.** **AB24-0707 -** Resolution 24-0707, authorizing the Mayor to enter into a first amendment to the on-call consultant services contract with AHBL, Inc. for municipal planning and development project review support services
   - **B.** **AB24-0708** - Resolution 24-0708 authorizing the Mayor to execute an agreement for city hall campus landscape maintenance services with SS Landscaping Services
   - **C.** **AB24-0709** - Resolution 24-0709 granting final plat approval to the Wolf Point subdivision
   - **D.** **AB24-0710** - Resolution 24-0710, authorizing temporary use of Edgemont Park for the annual Edgewood Community Picnic
   - **E.** **AB24-0661** - First Reading of Ordinance No. 24-0661, granting of ROW use agreement to new Cingular Wireless PCS, LLC
   - **F.** **AB24-0662 -** Ordinance 24-0662, a new section 12.10.045 of the Edgewood Municipal Code government sponsored and co-sponsored events in city parks
7. **COUNCIL COMMENTS**
8. **ADJOURN**

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

METRO ANIMAL SERVICES

EDGEWOOD
Washington

Edgewood City Council Presentation March 12, 2024

METRO ANIMAL SERVICES

Brad Moericke, Chief of Police
Sumner Police Department

Mark Creley, Support Services Manager
Sumner Police Department

SHELTER ↓ PROTECT ↓ UNITE

Overview

- What is MAS?
- Enforcement
- Licensing
- Shelter
- Funding
- Summary

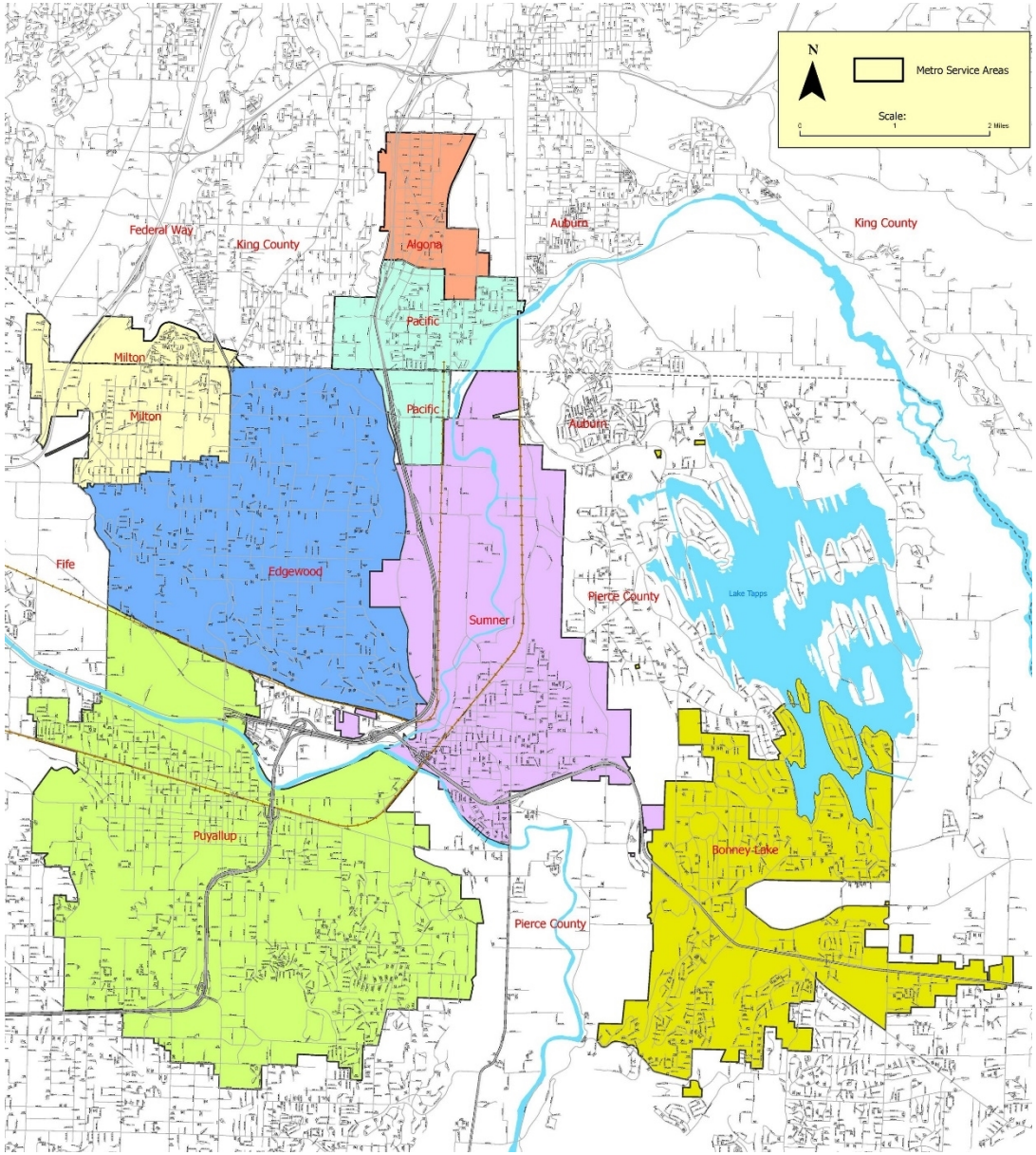
History

- 1998 Pets for Prisoners—Puyallup/Sumner Animal Control
  - Puyallup housed inmates—Sumner hired ACO and ran the shelter
- 2004 Humane Society—Ends Enforcement
  - Cities/County forced to find a new solution
- 2005 Edgewood and Bonney Lake join
- 2007 Officially became Metro and ended Pets for Prisoners
- 2009 Milton joined
- 2011 King County Reorganization--Algona and Pacific join

Regional Model

Serving the Cities of:

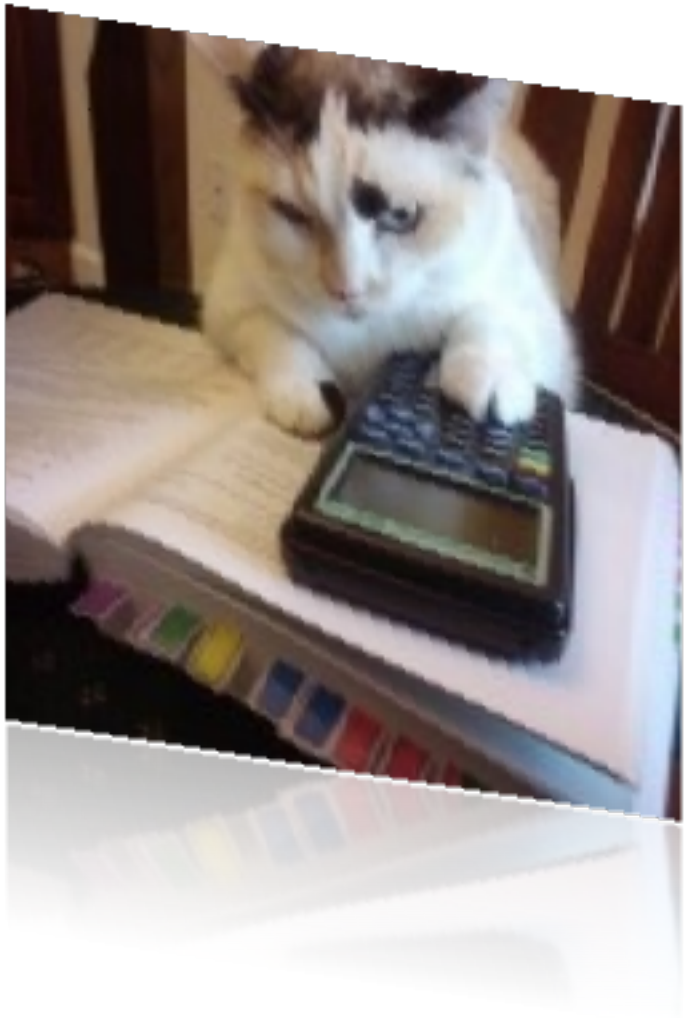
Algona
Bonney Lake
Edgewood
Milton
Pacific
Puyallup
Sumner



By The Numbers:

- 7 Cities
- 110,330 Residents
- 43 Square Miles
- Estimated # of Pets
  - 26,435 Dogs (3210)
  - 19,393 Cats (2389)
  - 2,461 Birds (303)
  - 636 Horses (78)

Based on OFM data 4/1/2023



Enforcement

Not the “Dog Catchers” depicted in movies or on TV, our Animal Control Officers are highly trained career level law enforcement positions.

Animal Control Officers

- Three Animal Control Officers
  - Including One Supervisor
- Limited Authority Peace Officers
- In-Depth Hiring Process
  - Written Test
  - Background Investigation
  - Polygraph
  - Psychological Exam
  - Drug Screening
- 80 Hour State Academy
- On-Going Training

Typical Call Types

- Stray Animals
  - At Large and Contained
- Barking Dog Complaints
- Animal Abuse
- Animal Cruelty
- Animal Bites / Attacks
- Aggressive Animal Behavior

- On duty Monday-Saturday 7:30-5:30
- Emergency calls 24 hours/day

Animal Bites / Aggressive Behavior

- Provoked
  - Document
  - Quarantine
- Unprovoked
  - Document
  - Quarantine
  - Potentially Dangerous or Dangerous?
  - Serve Declaration
  - Appeal Process
    - (Requires City involvement)
  - Follow-up

PDD/DD Licensing

Potentially Dangerous	Dangerous
$250 / Initial $50 / Annual	$500 / Initial $100 / Annual
$50k Liability Insurance or Surety Bond	$500k Liability Insurance or Surety Bond
Proper Confinement	Proper Confinement
Humane Leash / Muzzle	Humane Leash / Muzzle
	Microchip or Tattoo
	Mandatory Spay/Neuter

2023 Enforcement Statistics

Activity	
Calls for Service	1577
Extra Patrols	74
Total Events	**1651**
Case Reports	123
Citations Issued	4
Infractions Issued	81
Written Warnings	495
Temporary Licenses Issued	255

Stats by City 2023

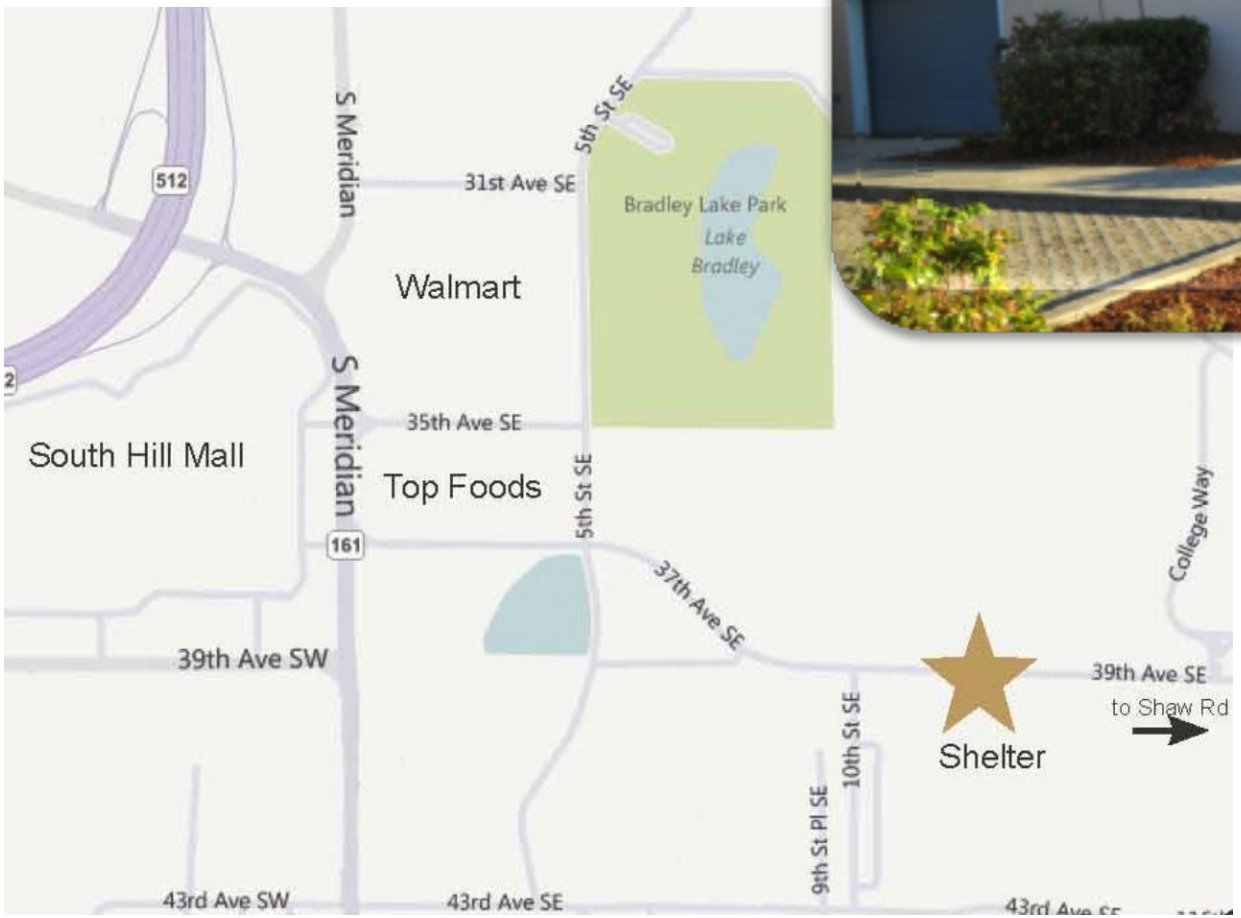
2023	Algona	Bonney Lake	Edge wood	Milton	Pacific	Puyallup	Sumner
CFS	55	300	151	103	113	623	223
Patrols	2	4	8	2	4	37	17
Reports	3	22	11	10	12	49	15
Citations	0	2	0	0	1	0	0
Infractions	2	13	5	5	7	22	10
Written	16	112	40	48	38	187	54
Temp Lic	9	47	18	14	16	114	37

Licenses – Dogs & Cats

- Permanent Tags
- Good for one year
- Licenses are sold:
  - Online
  - By mail
  - In person at City Hall

Shelter

2 Shelter Assistants
2 part-time Animal Care Techs



Open
Mon-Thurs 10am-5pm
Fri- Sat 12pm-5pm
(New days/hours as of July 11, 2022)

By the Numbers

- 16 Dog Kennels
- 46 Cat/Small Animal Kennels
- <u>2023 Stats:</u>
- 23,675 Customers Served
  - 6,269 In Person
  - 17,406 By Phone
- 1,174 Incoming Animals
- 403 Adopted / 359 Transferred
- 187 Returned to Owner
- 136 Humanely Euthanized

Volunteers

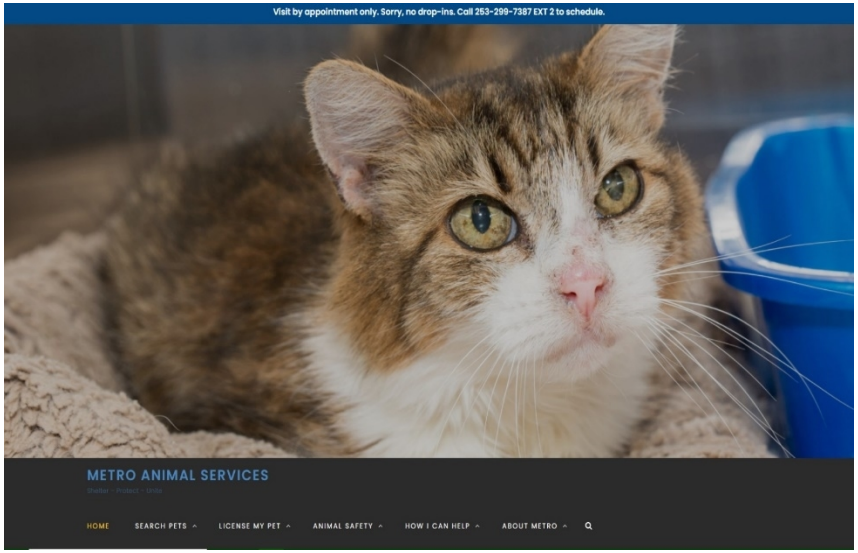
- Approx 25 active volunteers
- 2023 Donated 5,929.25 hours valued at $223,118 in donated time.
- Exercise animals, clean kennels and dog run, assist customers.

Adoption

Dog	Cats
$250	$165
Spay / Neuter	Spay / Neuter
First Vaccine	First Vaccine
Microchip	Microchip
License (Metro & PC Only)	License (Metro & PC Only)
45 Days of Health Insurance	Feline Leukemia / AIDS Test
	45 Days of Health Insurance

Adoptable Pets

- Real Time Updates on our website!
- www.metroanimalservices.org



- Featured pets on our Facebook Page
- www.facebook.com/MetroAnimalServices

Like us on Facebook

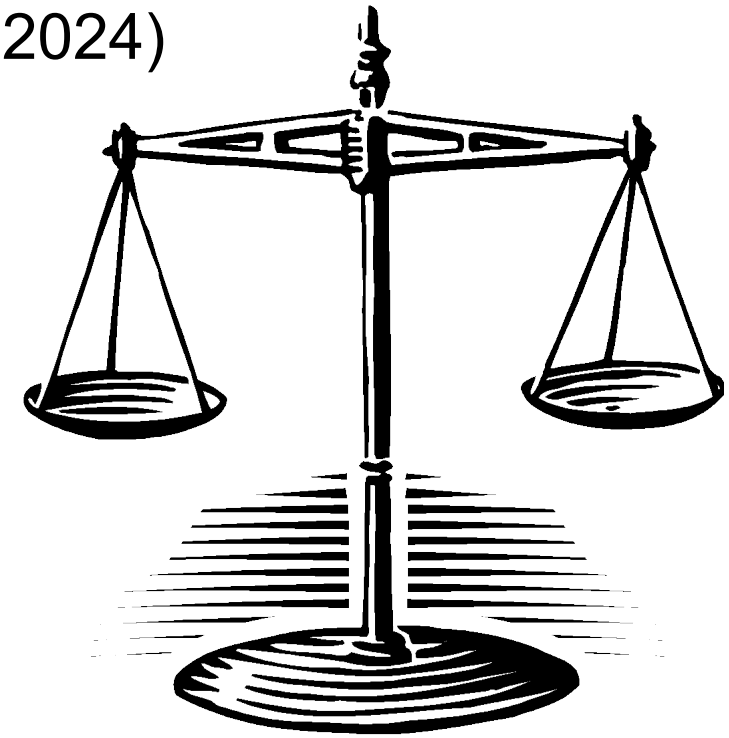
Community Engagement

- Daffodil Parade
- Meeker Days
- Edgewood Picnic
- Milton Days
- Pacific Days
- Algona Days
- School Events
- Santa Parade

Visit our website and Facebook Page to find out where to visit us!

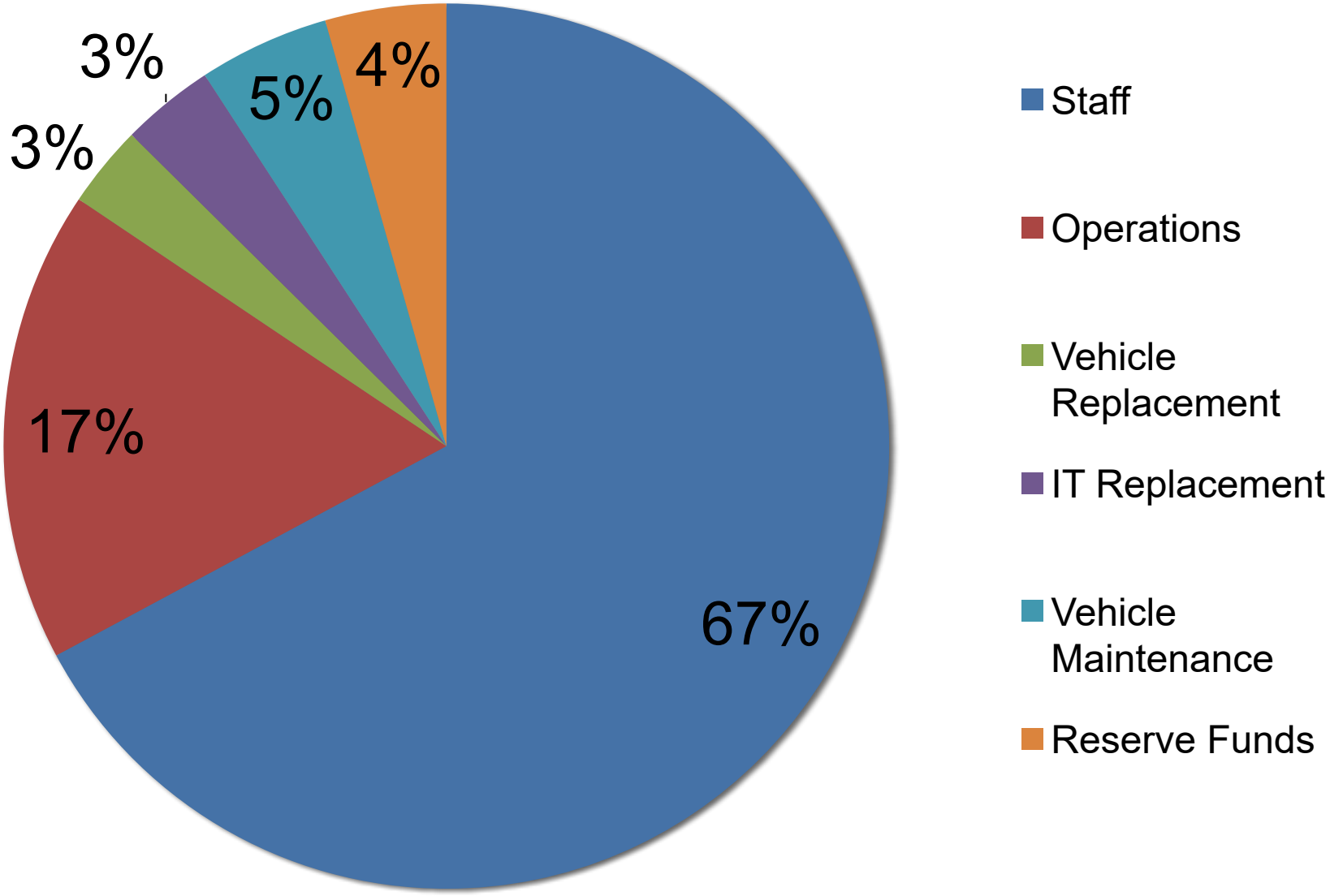
Budget

- Annual Budget of $1,063,816 (2024)
- Expenditures
  - Staff (Salary/Benefits)
  - Operations
    - Professional Services
  - Fleet, IT, Communications
  - Reserve Funds
- Revenue Sources:
  - City Base Per Capita
  - License Sales
  - Shelter Fees
  - Donations / Grants

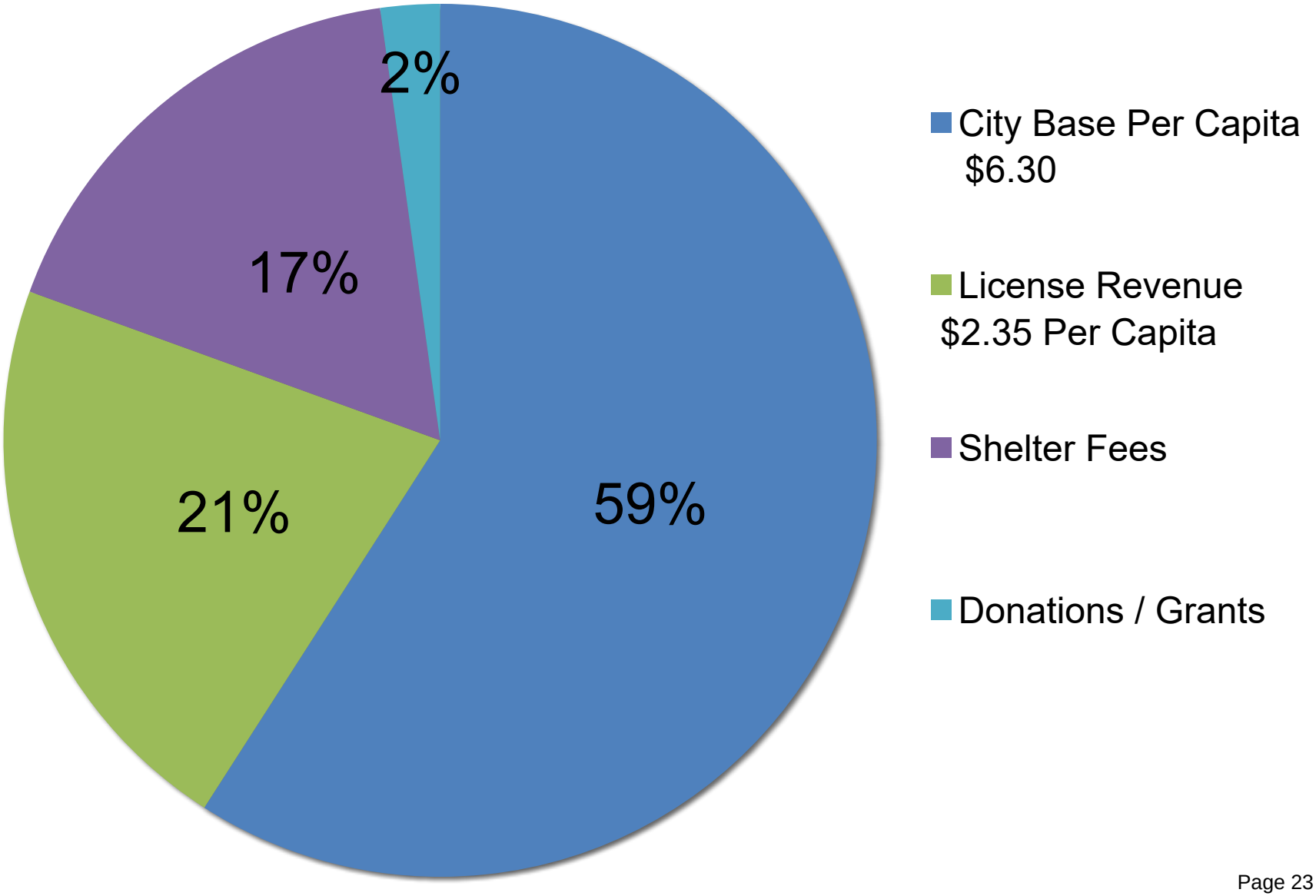


Expenditures and Revenues must balance!

Expenditures



Revenue


2%
17%
21%
59%
City Base Per Capita $6.30
License Revenue $2.35 Per Capita
Shelter Fees
Donations / Grants

Funding Formula

- Each City pays a Base Per Capita fee
  - 2024 = $6.30
- Each City is also responsible for a Non-Shelter Per Capita fee (pet licenses)
  - 2024 = $2.35
- The non-shelter per capita is reconciled at the end of each year.
  - More license revenue = deduction off base per capita the following year
  - Less license revenue = shortfall billed to City.
- Each City has the ability to set its own license fees.
- There is no per call or per animal fee!

What makes Metro Different?

- We operate our own shelter
  - Allows US to control costs
    - The involved cities decide what level of service we provide at the shelter.
  - Allows us to subsidize the program through shelter fees paid by the end user
- **We have a joint operation board that meets quarterly to discuss service levels and address operational issues. (Chief or designee)**
- Our funding model allows Cities the opportunity to reduce their overall cost of services through license revenue.
- We are involved in the community.

Questions?

www.metroanaimalservices.org

Like us on Facebook

Animal Control Fees

	Algona / Bonney Lake / Milton / Puyallup / Sumner / Edgewood	Pacific
License Fees-General		
Juv dog 8 week/6 month	$0.00	$0.00
Adult dog-altered	$20.00	$20.00
Adult dog-unaltered	$60.00	$60.00
Juv cat 8 week/6 month	$0.00	$0.00
Adult cat-altered	$12.00	$12.00
Adult cat-unaltered	$60.00	$60.00
Potentially Dangerous Dog License	$250.00 year one $50.00 subsequent years	$250 year one $75 subsequent years
Dangerous Dog License	$500 year one $100 subsequent years	$500 year one $100 subsequent years
Senior Discount	**65+**	**65+ or disabled Vet.**
Adult dog-altered	$10.00	$10.00
Adult dog-unaltered	$30.00	$30.00
Adult cat-altered	$6.00	$6.00
Adult dogs-unaltered	$30.00	$30.00
Misc License Fees		
Replacement Tag	$5.00	$5.00
Late Fees		
After 15 days		
After 30 days	$10.00	$10.00
After 60 days	$20.00	$20.00

Shelter Fees (All Cities)

Impound Fees		
First Time	**$65.00**	$75 spay/neuter/ microchip refundable deposit if an unaltered animal is impounded more than once in a 12 month period
Second Time	**$90.00**	
Third or more times	**$135.00**	
Livestock	**<75 lbs $60 >75 lbs $150**	
Vaccination Fee	**$15.00**	Fee charged at redemption for mandatory vaccination upon intake.
Kennel Fees		
Boarding Dog/Cat	**$25.00/day**	
Boarding Livestock	**$30.00/day**	or actual cost incurred by boarding facility / stockyard.
Adoption Fees		
Cat Single Adoption	**$165.00**	Includes spay / neuter / microchip / and METRO License if applicable
Cat Multiple Adoption	**$115.00**	Includes spay / neuter / microchip / and METRO License if applicable Full Adoption Rate applies to first animal--subsequent animals at lower rate
Cat Adoption Special / Senior	**$110.00**	Includes spay / neuter / microchip / and METRO License if applicable Reduced rate for hard to adopt animals or high shelter populations--Requires PD Approval
Dog/Puppy Single Adoption	**$250.00**	Includes spay / neuter / microchip / and METRO License if applicable
Dog Multiple Adoption	**$150.00**	Includes spay / neuter / microchip / and METRO License if applicable Full Adoption Rate applies to first animal--subsequent animals at lower rate
Small Animal Adoption (Rabbits, Fowl, Snakes etc)	<20 lbs $25>20 lbs $50	
AdoptionSpay Neuter Deposit	**$75.00**	
Miscellaneous Fees		
Owner Surrender	**$60 Dog/Cat ; $10 per kitten; $100 OSA**	
Euthanasia Request	**$100 +$.50/lb**	
Trap Rental	$25 per Week + $25 Deposit	
Microchip Sales	**$35.00**	
PDD & DD Reinspection	**$50.00**	
Permit Inspection	**$75.00**	
Appeal Fee	**$75.00**	

Updated 2-1-23

2012 Metro Animal Services
Shelter Fees

Impound Fees		
First Time	$35.00	$75 spay/neuter/ microchip refundable deposit if an unaltered animal is impounded more than once in a 12 month period Edgewood does not require a Microchip.
Second Time	$75.00	
Third or more times	$100.00	
Livestock	$100.00	
Kennel Fees		
Boarding Dog/Cat	$10.00/day	
Boarding Livestock	$10.00/day	or acutual cost incurred by boarding facility / stockyard.
Adoption Fees		
Cat Single Adoption	$110.00	Includes spay / neuter / microchip / and METRO License if applicable
Cat Multiple Adoption	$100.00	Includes spay / neuter / microchip / and METRO License if applicable Full Adoption Rate applies to first animal--subsequent animals at lower rate
Cat Adoption Special	$86.00	Includes spay / neuter / microchip / and METRO License if applicable Reduced rate for hard to adopt animals or high shelter populations--Requires PD Approval
Dog Single Adoption	$130.00	Includes spay / neuter / microchip / and METRO License if applicable
Dog Multiple Adoption	$120.00	Includes spay / neuter / microchip / and METRO License if applicable Full Adoption Rate applies to first animal--subsequent animals at lower rate
Dog Adoption Special	$100.00	Includes spay / neuter / microchip / and METRO License if applicable Reduced rate for hard to adopt animals or high shelter populations--Requires PD Approval
Small Animal Adoption (Rabbits, Fowl, Snakes etc)	$25.00	
Adoption Spay Neuter Deposit	$50.00	
Miscellaneous Fees		
Owner Surrender	$35 Dog/Cat	
Euthanasia Request	$35.00	
Trap Rental	$25 per Week +	$25 Deposit refundable upon returning trap
Microchip Sales	$30.00	

Only Adoption Fees were adjusted in 2012--all other fees remain at 2011 rates

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB24-012 -** a motion approving March 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; AWC Employee Benefit Trust; and IRS 941 in the amount of $213,065.10 and Vendor Check Numbers 26065 through 26075, with EFT and Direct Pay Payments in the amount of $200,033.71, and an adjustment for void check #26005 in the amount of <$25.00>. Total distributions submitted for review and authorization in the amount of $413,073.81	**Agenda Item #:** **For Agenda of: 3/12/2024** **Prepared by: Stephanie Goff**

Attachments (list):
1. 031224 Claims Register
2. 031224 Voucher Directory

Approval of Materials:		**Expenditure Required:**
Stephanie Goff		$413,073.81
Rachel Pitzel, City Clerk/HR Director	3/7/2024	**Amount Budgeted:** $413,073.81
Dave Gray	3/7/2024	
Dave Olson	3/7/2024	**Timeline:**

Summary Statement:
Approving March 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; AWC Employee Benefit Trust; and IRS 941 in the amount of $213,065.10 and Vendor Check Numbers 26065 through 26075, with EFT and Direct Pay Payments in the amount of $200,033.71, and an adjustment for void check #26005 in the amount of <$25.00>. Total distributions submitted for review and authorization in the amount of $413,073.81

Item History:

Recommended Action:

Fiscal Note/Consideration:

City of Edgewood 2024

March 12th 2024 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date		Amount
US Bank	**PAYROLL ACCOUNT DISTRIBUTION**			
10611	**Last Number Issued Previous Authorization**			
AWC EFT 2/29/24	AWC Employee Benefit Trust	2/29/2024		$50,548.26
DCP EFT 2/29/24	Deferred Compensation Program	2/29/2024		$20,499.76
Direct Deposit Run -	Payroll Vendor	2/29/2024		$100,587.00
DRS EFT 2/29/24	Dept of Retirement Systems	2/29/2024		$21,544.85
IRS 941 EFT 2/29/24	IRS 941	2/29/2024		$19,885.23
			Total	**$213,065.10**

Number	Name	Print Date	Amount
	CLAIM VOUCHER ACCOUNT DISTRIBUTION		
26064	**Last Number Issued Previous Authorization**		
26065	A & R Services dba Angela Rojo	3/12/2024	$1,135.00
26066	Department of Enterprise Services	3/12/2024	$348.00
26067	Fastenal Company	3/12/2024	$1,048.45
26068	Gray & Osborne, Inc	3/12/2024	$12,417.16
26069	KPG Psomas, Inc.	3/12/2024	$63,402.17
26070	Northwest Wire Rope & Sling Company	3/12/2024	$23.03
26071	Olympic Embroidery	3/12/2024	$130.24
26072	Pierce County Budget & Finance Jail	3/12/2024	$212.81
26073	Pierce County Budget & Finance PW	3/12/2024	$42,489.93
26074	Gray, David D	3/12/2024	$365.00
26075	WA Assoc. of Building Officials	3/12/2024	$360.00
Direct Pay Payment	Consolidated Press	3/12/2024	$2,021.13
Direct Pay Payment	Ainsworth Inc.	3/12/2024	$248.49
Direct Pay Payment	Utilities Underground Location Center	3/12/2024	$101.64
Direct Pay Payment	Amazon Capital Services	3/12/2024	$655.74
Direct Pay Payment	American Traffic Solutions	3/12/2024	$33,250.00
Direct Pay Payment	CDW Government	3/12/2024	$5,548.20
Direct Pay Payment	Lakeside Industries	3/12/2024	$1,064.00
Direct Pay Payment	McClatchy Company LLC	3/12/2024	$1,989.92
Direct Pay Payment	McKinstry Co, LLC	3/12/2024	$1,686.46
Direct Pay Payment	Pape Machinery Inc.	3/12/2024	$50.99
Direct Pay Payment	TK Elevator	3/12/2024	$1,291.38
EFT Payment 3/7/2024	Amazon Web Services	3/12/2024	$415.50
EFT Payment 3/7/2024	Murrey's Disposal Company	3/12/2024	$380.69
EFT Payment 3/7/2024	Nasim Landscape	3/12/2024	$3,627.80
EFT Payment 3/7/2024	Office Depot	3/12/2024	$230.15
EFT Payment 3/7/2024	O'Reilly Auto Parts	3/12/2024	$90.90
EFT Payment 3/7/2024	Puget Sound Energy	3/12/2024	$9,908.21
EFT Payment 3/7/2024	US Bank Corporate Payment System	3/12/2024	$6,552.48
EFT Payment 3/7/2024	Verizon Wireless	3/12/2024	$1,474.33
EFT Payment 3/7/2024	Century Link	3/12/2024	$184.73
EFT Payment 3/7/2024	Comcast	3/12/2024	$215.05
EFT Payment 3/7/2024	Crystal Springs	3/12/2024	$210.70
EFT Payment 3/7/2024	Department of Ecology	3/12/2024	$5,684.50
EFT Payment 3/7/2024	ESI Security	3/12/2024	$136.52
EFT Payment 3/7/2024	Grainger	3/12/2024	$303.99
EFT Payment 3/7/2024	Lakehaven Water & Sewer District	3/12/2024	$245.23
EFT Payment 3/7/2024	McLendon Hardware-Blue Tarp Credit Services	3/12/2024	$533.19
Total Claims Voucher Distribution			**$200,033.71**

Total Distribution Submitted for Review & Authorization	$	413,098.81
Authorization Adjustments: Void check #26005	**$**	**(25.00)**
Total Distribution Net of Prior Authorized Adjustments	**$**	**413,073.81**

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, Dave Olson _____Council Member

Voucher Directory

Fiscal: : 2024 - March
Council Date: : All

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	26065		**2024 - March - 1st Council Meeting**		
		594-AR			
			March Services		
			001-018-000-518-30-41-01	Professional Services	$1,135.00
			Monthly Janitorial Svs. for March		
		Total 594-AR			**$1,135.00**
	Total 26065				**$1,135.00**
Total A & R Services dba Angela Rojo					**$1,135.00**
Ainsworth Inc.					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 1		**2024 - March - 1st Council Meeting**		
		SRVCE12069			
			PO 2024012		
			001-018-000-518-85-49-03	Computer Subscriptions	$248.49
			PO 2024012- Enteliweb License Renewal		
		Total SRVCE12069			**$248.49**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 1				**$248.49**
Total Ainsworth Inc.					**$248.49**
Amazon Capital Services					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 2		**2024 - March - 1st Council Meeting**		
		1XNY-LJRL-947F			
			February Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	$170.64
			Cubicle Hooks, Pens, Magnetic Hooks, Napkins, Gavel Block		
			001-018-000-518-20-35-01	Small Tools/Minor Equipment	$53.28
			Super Wrench		
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	$176.16
			Dewalt Cordless Grease Gun		
			001-058-000-558-50-35-01	Books/Small Tools/Minor Equipment	$149.52
			Glass Door Pressure Gauge		
			410-000-000-531-38-31-01	Operational Supplies	$106.14
			Manhole Hook Tool		
		Total 1XNY-LJRL-947F			**$655.74**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 2				**$655.74**
Total Amazon Capital Services					**$655.74**

Vendor	Number	Reference	Account Number	Description	Amount
Amazon Web Services					
	EFT Payment 3/7/2024 12:13:46 PM - 1		**2024 - March - 1st Council Meeting**		
		1614142589			
			February Services		
			001-018-000-518-85-49-03	Computer Subscriptions	$415.50
			Cloud Backup		
		Total 1614142589			**$415.50**
	Total EFT Payment 3/7/2024 12:13:46 PM - 1				**$415.50**
Total Amazon Web Services					**$415.50**
American Traffic Solutions					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 3		**2024 - March - 1st Council Meeting**		
		INV0071892			
			February Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	$33,250.00
			7 Traffic Cameras		
		Total INV0071892			**$33,250.00**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 3				**$33,250.00**
Total American Traffic Solutions					**$33,250.00**
CDW Government					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 4		**2024 - March - 1st Council Meeting**		
		PT477149			
			PO 2024007		
			001-018-000-518-85-49-03	Computer Subscriptions	$4,221.89
			Barracuda Cloud Archiving Svc-Annual Subscription		
		Total PT477149			**$4,221.89**
		PW91906			
			PO 2024013		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	$1,129.20
			MS Surface Laptop Go 3-R.Pitzel		
		Total PW91906			**$1,129.20**
		PW97708			
			PO 2024013		
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	$197.11
			MS Complete for Business		
		Total PW97708			**$197.11**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 4				**$5,548.20**
Total CDW Government					**$5,548.20**
Century Link					
	EFT Payment 3/7/2024 12:13:46 PM - 2		**2024 - March - 1st Council Meeting**		
		253-927-2018 680 2/25-3/25/24			
			2/25-3/25/24 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	$184.73

Vendor	Number	Reference	Account Number	Description	Amount
			Elevator and Fire Alarm Line		
		Total 253-927-2018 680 2/25-3/25/24			**$184.73**
	Total EFT Payment 3/7/2024 12:13:46 PM - 2				**$184.73**
Total Century Link					**$184.73**
Comcast					
	EFT Payment 3/7/2024 12:13:46 PM - 3		**2024 - March - 1st Council Meeting**		
		8498 34 018 0012868 3/1-3/29/24			
			3/1-3/29/24 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	$117.83
			Home Internet- M.Ray (IT Director)		
		Total 8498 34 018 0012868 3/1-3/29/24			**$117.83**
		8498 35 021 0602869 2/29-3/28/24			
			2/29-3/28/24 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	$97.22
			City Hall Public Internet		
		Total 8498 35 021 0602869 2/29-3/28/24			**$97.22**
	Total EFT Payment 3/7/2024 12:13:46 PM - 3				**$215.05**
Total Comcast					**$215.05**
Consolidated Press					
	Direct Pay Payment 3/4/2024 12:00:28 PM - 1		**2024 - March - 1st Council Meeting**		
		32035 Revised			
			Spring 2024 Magazine		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	$2,021.13
			Spring 2024 Magazine		
		Total 32035 Revised			**$2,021.13**
	Total Direct Pay Payment 3/4/2024 12:00:28 PM - 1				**$2,021.13**
Total Consolidated Press					**$2,021.13**
Crystal Springs					
	EFT Payment 3/7/2024 12:13:46 PM - 4		**2024 - March - 1st Council Meeting**		
		15787820 022124			
			February Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	$210.70
			Water Delivery		
		Total 15787820 022124			**$210.70**
	Total EFT Payment 3/7/2024 12:13:46 PM - 4				**$210.70**
Total Crystal Springs					**$210.70**

Vendor	Number	Reference	Account Number	Description	Amount
Department of Ecology					
	EFT Payment 3/7/2024 12:13:46 PM - 5		**2024 - March - 1st Council Meeting**		
		24-WAR045006B-1			
			FY2024 7/1/23-6/30/24		
			410-000-000-531-38-41-20	Storm Drainage-NPDES Permit Fees-Intergov	$5,684.50
			Water Quality Program-SW PH 2 (7/1/23-6/30/24)		
		Total 24-WAR045006B-1			**$5,684.50**
	Total EFT Payment 3/7/2024 12:13:46 PM - 5				**$5,684.50**
Total Department of Ecology					**$5,684.50**
Department of Enterprise Services					
	26066		**2024 - March - 1st Council Meeting**		
		71145401			
			Virtual Class-S.Read		
			001-058-000-558-60-49-03	Registration & Training	$348.00
			WA State Technical Writing Virtual Class-S.Read		
		Total 71145401			**$348.00**
	Total 26066				**$348.00**
Total Department of Enterprise Services					**$348.00**
ESI Security					
	EFT Payment 3/7/2024 12:13:46 PM - 6		**2024 - March - 1st Council Meeting**		
		002042			
			February Purchases		
			410-000-000-531-38-31-01	Operational Supplies	$136.52
			Rekey Locks & Keys-Surfacewater/Holding Ponds		
		Total 002042			**$136.52**
	Total EFT Payment 3/7/2024 12:13:46 PM - 6				**$136.52**
Total ESI Security					**$136.52**
Fastenal Company					
	26067		**2024 - March - 1st Council Meeting**		
		WATAC131662			
			February Purchases		
			001-022-000-548-30-31-01	Operating Supplies	$330.23
		Total WATAC131662			**$330.23**
		WATAC131762			
			February Purchases		
			001-022-000-548-30-31-01	Operating Supplies	$718.22
		Total WATAC131762			**$718.22**
	Total 26067				**$1,048.45**
Total Fastenal Company					**$1,048.45**

Vendor	Number	Reference	Account Number	Description	Amount
Grainger					
	EFT Payment 3/7/2024 12:13:46 PM - 7		**2024 - March - 1st Council Meeting**		
		9033088213			
			February Purchases		
			001-022-000-548-30-31-01	Operating Supplies	$141.79
			Lubricants, Barricade & Electrical Tape		
		Total 9033088213			**$141.79**
		9041618902			
			March Purchases		
			001-021-000-521-50-48-03	Facilities-Maintenance/Repairs	$162.20
			Hydraulic Plunger for PD Holding Cell Restroom		
		Total 9041618902			**$162.20**
	Total EFT Payment 3/7/2024 12:13:46 PM - 7				**$303.99**
Total Grainger					**$303.99**
Gray & Osborne, Inc					
	26068		**2024 - March - 1st Council Meeting**		
		26-G&O Prj. 21621.00			
			Feb Svcs-Chrisella Road East Safety Improvements		
			340-000-000-595-10-63-01	Capital Improvements-Engineering	$5,919.11
			Chrisella Road East Safety Improvements		
		Total 26-G&O Prj. 21621.00			**$5,919.11**
		3-G&O Prj. 21565.08			
			Feb Svcs-GSP Update-Review Comments Response & Revisions		
			401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update	$3,467.73
			GSP Update-Review Comments Response & Revisions		
		Total 3-G&O Prj. 21565.08			**$3,467.73**
		5-G&O Prj. 21565.06			
			Feb Svcs-48th St E Preservation		
			340-000-000-595-10-63-01	Capital Improvements-Engineering	$3,030.32
			48th St E Preservation		
		Total 5-G&O Prj. 21565.06			**$3,030.32**
	Total 26068				**$12,417.16**
Total Gray & Osborne, Inc					**$12,417.16**
KPG Psomas, Inc.					
	26069		**2024 - March - 1st Council Meeting**		
		205832			
			Jan Svcs-Interurban Trail Phase III		
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	$63,402.17
			Interurban Trail Phase III		
		Total 205832			**$63,402.17**
	Total 26069				**$63,402.17**
Total KPG Psomas, Inc.					**$63,402.17**

Vendor	Number	Reference	Account Number	Description	Amount
Lakehaven Water & Sewer District					
	EFT Payment 3/7/2024 12:13:46 PM - 8		**2024 - March - 1st Council Meeting**		
		3574701 12/15-2/14/24			
			12/15-2/14/24 Svcs 2224 104th Ave E		
			001-018-000-518-30-47-04	Sewer Charges	$137.79
			City Hall		
		Total 3574701 12/15-2/14/24			**$137.79**
		3833501 12/15-2/14/24			
			12/15-2/14/24 Svcs 10301 36th St E		
			001-018-000-518-30-47-04	Sewer Charges	$107.44
			Edgewood Community Park		
		Total 3833501 12/15-2/14/24			**$107.44**
	Total EFT Payment 3/7/2024 12:13:46 PM - 8				**$245.23**
Total Lakehaven Water & Sewer District					**$245.23**
Lakeside Industries					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 5		**2024 - March - 1st Council Meeting**		
		260642			
			February Purchase		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	$1,064.00
			Cold Mix Asphalt-Pothole Repair		
		Total 260642			**$1,064.00**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 5				**$1,064.00**
Total Lakeside Industries					**$1,064.00**
McClatchy Company LLC					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 6		**2024 - March - 1st Council Meeting**		
		238891			
			February Statement		
			001-019-030-514-30-41-02	Legal Publications	$1,013.58
			February Statement		
			001-058-000-558-60-41-08	Legal Notices/Publications	$976.34
			February Statement		
		Total 238891			**$1,989.92**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 6				**$1,989.92**
Total McClatchy Company LLC					**$1,989.92**
McKinstry Co, LLC					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 7		**2024 - March - 1st Council Meeting**		
		10242540			
			March Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	$1,686.46

Vendor	Number	Reference	Account Number	Description	Amount
			March Maintenance		
		Total 10242540			**$1,686.46**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 7				**$1,686.46**
Total McKinstry Co, LLC					**$1,686.46**
McLendon Hardware-Blue Tarp Credit Services					
	EFT Payment 3/7/2024 12:13:46 PM - 9		**2024 - March - 1st Council Meeting**		
		H65227			
			January Purchases		
			001-018-000-518-20-35-01	Small Tools/Minor Equipment	$60.20
			Groove Lock Pliers, Vise Grip Chain Wrench		
		Total H65227			**$60.20**
		H66323			
			February Purchases		
			410-000-000-531-38-31-01	Operational Supplies	$44.84
			Cement Patch & Tape Measure		
		Total H66323			**$44.84**
		H68343			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$149.99
			Kitchen Sink Faucet, Teflon Tape		
		Total H68343			**$149.99**
		H71480			
			February Purchases		
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	$45.02
			Cross Pein Hammer & Grade Stake-Tools for Vehicle #12		
		Total H71480			**$45.02**
		H72303			
			February Purchases		
			101-000-000-542-30-31-01	Roadway-Operational Supplies	$233.14
			Lumber & Screw Driver Bit Set-Road Signs		
		Total H72303			**$233.14**
	Total EFT Payment 3/7/2024 12:13:46 PM - 9				**$533.19**
Total McLendon Hardware-Blue Tarp Credit Services					**$533.19**

Vendor	Number	Reference	Account Number	Description	Amount
Murrey's Disposal Company					
	EFT Payment 3/7/2024 12:13:46 PM - 10		**2024 - March - 1st Council Meeting**		
		11957633S111			
			February Services		
			001-022-000-544-20-47-03	Waste Disposal	$380.69
			PW Yard		
		Total 11957633S111			**$380.69**
	Total EFT Payment 3/7/2024 12:13:46 PM - 10				**$380.69**
Total Murrey's Disposal Company					**$380.69**
Nasim Landscape					
	EFT Payment 3/7/2024 12:13:46 PM - 11		**2024 - March - 1st Council Meeting**		
		10942			
			March Maintenance		
			001-076-000-576-80-41-10	Parks Maintenance	$3,627.80
			Edgewood Community Park Maintenance		
		Total 10942			**$3,627.80**
	Total EFT Payment 3/7/2024 12:13:46 PM - 11				**$3,627.80**
Total Nasim Landscape					**$3,627.80**
Northwest Wire Rope & Sling Company					
	26070		**2024 - March - 1st Council Meeting**		
		50107112			
			February Purchases		
			001-022-000-548-30-31-01	Operating Supplies	$23.03
			Clevis Grab Hook		
		Total 50107112			**$23.03**
	Total 26070				**$23.03**
Total Northwest Wire Rope & Sling Company					**$23.03**
Office Depot					
	EFT Payment 3/7/2024 12:13:46 PM - 12		**2024 - March - 1st Council Meeting**		
		355709851001			
			February Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$230.15
			Office & Restroom Supplies		
		Total 355709851001			**$230.15**
	Total EFT Payment 3/7/2024 12:13:46 PM - 12				**$230.15**
Total Office Depot					**$230.15**
Olympic Embroidery					
	26071		**2024 - March - 1st Council Meeting**		
		31903			
			January Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$130.24

Vendor	Number	Reference	Account Number	Description	Amount
			COE Staff Jacket-J.Tumelson		
		Total 31903			**$130.24**
	Total 26071				**$130.24**
Total Olympic Embroidery					**$130.24**
O'Reilly Auto Parts					
	EFT Payment 3/7/2024 12:13:46 PM - 13		**2024 - March - 1st Council Meeting**		
		3725-135815			
			January Purchases		
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	$18.71
			Strap Wrench		
		Total 3725-135815			**$18.71**
		3725-135959			
			February Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	$28.16
			Wiper Blades-Vehicle #12		
		Total 3725-135959			**$28.16**
		3725-138315			
			February Purchases		
			001-022-000-548-30-31-01	Operating Supplies	$33.02
			Phone Charging Cable-Vehicle #7		
		Total 3725-138315			**$33.02**
		3725-140260			
			February Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	$11.01
			Windshield Wiper Fluid-Fleet		
		Total 3725-140260			**$11.01**
	Total EFT Payment 3/7/2024 12:13:46 PM - 13				**$90.90**
Total O'Reilly Auto Parts					**$90.90**
Pape Machinery Inc.					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 8		**2024 - March - 1st Council Meeting**		
		15069750			
			February Purchase		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	$50.99
			Buckle for Backpack Leaf Blower		
		Total 15069750			**$50.99**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 8				**$50.99**
Total Pape Machinery Inc.					**$50.99**

Vendor	Number	Reference	Account Number	Description	Amount
Pierce County Budget & Finance Jail					
	26072		**2024 - March - 1st Council Meeting**		
		CI-347418			
			January Services		
			001-021-000-523-60-41-01	Jail Services	$212.81
			January Services		
		Total CI-347418			**$212.81**
	Total 26072				**$212.81**
Total Pierce County Budget & Finance Jail					**$212.81**
Pierce County Budget & Finance PW					
	26073		**2024 - March - 1st Council Meeting**		
		CI-347231			
			January Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	$3,140.13
			January Services-Signs& Signals		
		Total CI-347231			**$3,140.13**
		CI-347320			
			January M&O Services		
			101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)	$14,127.04
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	$12,931.83
			101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	$5,387.32
			101-000-000-542-90-43-01	Travel/Training Costs	$15.49
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	$6,872.62
			410-000-000-531-38-43-01	Training/Travel Costs	$15.50
		Total CI-347320			**$39,349.80**
	Total 26073				**$42,489.93**
Total Pierce County Budget & Finance PW					**$42,489.93**
Puget Sound Energy					
	EFT Payment 3/7/2024 12:13:46 PM - 14		**2024 - March - 1st Council Meeting**		
		300000011233 Feb 2024			
			Feb Statement		
			001-018-000-518-30-47-01	Electricity	$8,527.50
			2/1-2/29/24 Svcs		
		Total 300000011233 Feb 2024			**$8,527.50**
		400004079218			
			Feb Statement		
			001-018-000-518-30-47-01	Electricity	$1,380.71
			94th Ave E Lighting-Inv #90816505-Westridge		
		Total 400004079218			**$1,380.71**
	Total EFT Payment 3/7/2024 12:13:46 PM - 14				**$9,908.21**
Total Puget Sound Energy					**$9,908.21**

Vendor	Number	Reference	Account Number	Description	Amount
Refunds/Reimbursements Vendor					
	26074		**2024 - March - 1st Council Meeting**		
		02242024-DG		**David D Gray**	
			Reimburse WCMA Annual Dues		
			001-013-000-513-10-49-01	Memberships & Subscriptions	$365.00
			Reimburse WCMA Annual Dues-D.Gray		
		Total 02242024-DG			**$365.00**
	Total 26074				**$365.00**
Total Refunds/Reimbursements Vendor					**$365.00**
TK Elevator					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 9		**2024 - March - 1st Council Meeting**		
		3007771818			
			Elevator Maintenance Contract		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	$1,291.38
			3/1-5/31/24 Elevator Maint Contract		
		Total 3007771818			**$1,291.38**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 9				**$1,291.38**
Total TK Elevator					**$1,291.38**
US Bank Corporate Payment System					
	EFT Payment 3/7/2024 12:13:46 PM - 15		**2024 - March - 1st Council Meeting**		
		022624-US Bank			
			February Statement		
			001-011-000-511-60-31-01	Office & Operational Supplies	$48.93
			J.S.-Herrera-SmartSign-Magnetic Nametags for Mayor Olson		
			001-014-000-514-20-49-01	Memberships & Subscriptions	$75.00
			S.Goff-PSFOA-Membership Renewal		
			001-018-000-518-20-31-01	Office & Operational Supplies	$21.25
			S.Goff-Tax Bandits-1099 Filing and Mailing Fees-Property Purchases		
			001-018-000-518-20-31-01	Office & Operational Supplies	$355.50
			J.S.-Herrera-Canva-Blank Greeting Cards with Edgewood Logo		
			001-018-000-518-20-31-01	Office & Operational Supplies	$31.90
			J.Bartelson-American Association of Notaries-New Notary Stamp-J.Bartelson		
			001-018-000-518-20-31-08	Wellness Supplies	$52.84
			J.Bartelson-Costco-Sandwiches-Financial Lunch & Learn-Team Edge Wellness		
			001-018-000-518-20-31-08	Wellness Supplies	$23.98
			J.Bartelson-Costco-Chips/Cookies-Finanical Lunch & Learn-Team Edge Wellness		
			001-018-000-518-20-39-11	Teambuilding-Supplies	$407.84
			J.Bartelson-Vintage Bee Coffee-Coffee Cart-BE Team		
			001-018-000-518-20-39-11	Teambuilding-Supplies	$32.54
			S.Goff-Safeway-Refreshments-Employee Goodbye Gathering-BE Team		
			001-018-000-518-20-39-11	Teambuilding-Supplies	$7.16
			J.Bartelson-Pacific Island Grill-Slice of Cake-Staff Birthday-BE Team		
			001-018-000-518-20-42-02	Postage	$21.11
			J.S.-Herrera-Click2Mail-Chrisella Rd Tree Removal Postcards		

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-85-49-03	Computer Subscriptions	$69.00
			M.Ray-Netflare/Dmarcly-Email Health/Reputation Monitor		
			001-019-030-514-20-49-01	Memberships & Subscriptions	$119.99
			J.S.-Herrera-Canva-Annual Membership		
			001-019-030-514-20-49-03	Registration & Training	$40.00
			J.S.-Herrera-MRSC-Training PRA Deep Dive		
			001-021-000-521-20-43-04	Meals Expense	$182.68
			J.Bartelson-Olive Garden-Lunch-Police Department		
			001-021-000-521-20-43-04	Meals Expense	$14.38
			J.Bartelson-Costco-Cookies & Water-Police Department		
			001-021-000-521-50-48-03	Facilities-Maintenance/Repairs	$76.81
			B.Whitman-Ferguson-Plumbing Parts for PD Holding Cell		
			001-022-000-544-20-49-03	Registration & Training	$160.00
			H.Auelua-DOT Medical-CDL Physical & Drug Test		
			001-022-000-548-30-31-01	Operating Supplies	$146.79
			B.Whitman-Costco-Trash Bags & Water		
			001-022-000-548-30-48-07	Maintenance/Repairs-Vehicles	$15.00
			B.Whitman-Nayax Wash-Car Wash Vehicle #14		
			001-022-000-548-30-48-07	Maintenance/Repairs-Vehicles	$15.00
			B.Whitman-Nayax Wash-Car Wash Vehicle #12		
			001-022-000-548-30-48-07	Maintenance/Repairs-Vehicles	$6.00
			B.Whitman-Nayax Wash-Car Wash Vehicle #13		
			001-058-000-558-50-43-02	Lodging & Meals	$256.13
			G.Mehr-Enzian Inn-Lodging-NWC Chapter of ICC Training		
			001-058-000-558-50-43-02	Lodging & Meals	$296.31
			J.Tumelson-Enzian Inn-Lodging-NCW ICC Training		
			001-058-000-558-50-43-02	Lodging & Meals	$22.65
			J.Tumelson-Sharps Restaurant-Lunch-Fire Sprinkler Training		
			001-058-000-558-50-49-01	Memberships & Subscriptions	$145.00
			J.Tumelson-ICC-ICC Certificate Renewals		
			001-058-000-558-50-49-03	Registration & Training	$495.00
			J.Tumelson-NWC ICC-ICC Code Training		
			001-058-000-558-50-49-03	Registration & Training	$410.00
			D.Davis-COAP-Spring Registration		
			001-058-000-558-50-49-03	Registration & Training	$495.00
			G.Mehr-PayPal- NWC Chapter of ICC Training		
			001-058-000-558-50-49-03	Registration & Training	$50.00
			J.Curbow-WABO-COAP Spring Quarter Registration Class #403 Building Official		
			001-058-000-558-50-49-03	Registration & Training	$420.00
			D.Davis-WABO-AEI Training		
			001-058-000-558-50-49-03	Registration & Training	$125.00
			J.Tumelson-WSFMA-Fire Sprinkler Training		
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	$200.00
			R.Pitzel-AWC JobNet-Job Postings-Associate Planner		
			001-058-000-558-60-41-08	Legal Notices/Publications	$168.40
			E.Hietpas-Click2Mail-Notice of SEPA Decision		

Vendor	Number	Reference	Account Number	Description	Amount
			001-058-000-558-60-41-08	Legal Notices/Publications	$30.24
			E.Hietpas-Click2Mail-Notice of Application		
			001-058-000-558-60-41-08	Legal Notices/Publications	$13.90
			E.Hietpas-Click2Mail-Notice of Application		
			001-058-000-558-60-41-08	Legal Notices/Publications	$158.11
			E.Hietpas-Click2Mail-Notice of Application		
			001-058-000-558-60-49-01	Memberships & Subscriptions	$746.00
			L.Balisky-APA/AICP-Annual Membership-L.Balisky		
			001-058-000-558-60-49-01	Memberships & Subscriptions	$224.95
			S.Read-Planetizen-Planetizen Courses-Annual Subscription		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	$25.31
			B.Whitman-Milton Ace Hardware-Socket Adapter Set		
			001-076-000-576-80-35-01	Small Tools/Minor Equipment	$258.74
			B.Whitman-Harbor Freight-Bit Set, Socket & Socket Driver Sets, Digital Torque Wrench, Zip Ties		
			101-000-000-542-30-35-01	Roadway-Small Tools & Minor Equipment	$88.04
			B.Whitman-Home Depot-Steel Tamper Tools for Roads		
		Total 022624-US Bank			**$6,552.48**
	Total EFT Payment 3/7/2024 12:13:46 PM - 15				**$6,552.48**
Total US Bank Corporate Payment System					**$6,552.48**
Utilities Underground Location Center					
	Direct Pay Payment 3/7/2024 12:18:56 PM - 10		**2024 - March - 1st Council Meeting**		
		4020148			
			February Services		
			410-000-000-531-38-49-09	Misc. Fees & Charges	$101.64
			Utility Locating Svs. for February		
		Total 4020148			**$101.64**
	Total Direct Pay Payment 3/7/2024 12:18:56 PM - 10				**$101.64**
Total Utilities Underground Location Center					**$101.64**
Verizon Wireless					
	EFT Payment 3/7/2024 12:13:46 PM - 16		**2024 - March - 1st Council Meeting**		
		9957478411			
			January Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	$1,474.33
			Monthly Statement		
		Total 9957478411			**$1,474.33**
	Total EFT Payment 3/7/2024 12:13:46 PM - 16				**$1,474.33**
Total Verizon Wireless					**$1,474.33**

Vendor	Number	Reference	Account Number	Description	Amount
WA Assoc. of Building Officials					
	26075		**2024 - March - 1st Council Meeting**		
		46201			
			WABO Building Official Accreditation Program		
			001-058-000-558-50-49-03	Registration & Training	$360.00
			COAP-Spring Qtr-J.Curbow		
		Total 46201			**$360.00**
	Total 26075				**$360.00**
Total WA Assoc. of Building Officials					**$360.00**
Grand Total		**Vendor Count**	**38**		**$200,033.71**

CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, February 27, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Olson, Deputy Mayor Tomyn, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Southard **Excused:** Councilmember Buckley **Staff Present**: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, IT Director Matthew Ray, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Chief Jason Youngman, City Attorney Ann Marie Soto

2 PUBLIC HEARING

A. **AB24-009** - Construction Codes Amendment

Mayor Olson opened the public hearing at 7:03pm. Community and Economic Development Director Lauren Balisky, and Building and Fire Official James Tumelson briefed the Council and those in attendance on the background of this item. There were no public comments and the public hearing was closed at 7:19pm.

3 AUDIENCE COMMENT

Daryl Eidinger spoke.

4 MAYOR'S REPORT

Mayor Olson read his report into the record.

5 CONSENT AGENDA:

A. Regular City Council Meeting Minutes of February 13, 2024

B. Study Session Meeting Minutes of February 20, 2024

C. **AB24-010 -** a motion approving February 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of $160,368.16 and Vendor Check Numbers 26043 through 26064, with EFT and Direct Pay Payments in the amount of $427,217.57. Total distributions submitted for review and authorization in the amount of $587,585.73

D. **AB24-011** - Public Works Vehicle Purchase

E. **AB24-0705** - Resolution 24-0705 authorizing the Mayor to execute a services agreement with Opengov, Inc. for their Asset Management Software, Cartegraph

F. **AB24-0706** - Resolution 24-0706 authorizing the Mayor to execute an operation and field use agreement with the Edgewood Athletic Association for Edgemont Park

Motion: As read **Action:** Approved **Moved by:** Deputy Mayor Tomyn **Seconded by**: Councilmember Keith **Motion Passed 6-0**

6 COUNCIL BUSINESS

A. **AB24-0660** - Ordinance 24-0660 Construction Codes Amendment

Motion: As read **Action:** Approved **Moved by:** Councilmember Ramirez **Seconded by**: Deputy Mayor Tomyn **Motion Passed 6-0**

7 COUNCIL COMMENTS

Councilmember Ramirez spoke.
Mayor Olson then asked for a vote to cancel the upcoming Study Session.
Motion: To cancel the March 5, 2023, Study Session **Action:** Approved **Moved by:** Councilmember Keith **Seconded by**: Deputy Mayor Tomyn **Motion Passed 6-0**

8 ADJOURN

Mayor Olson adjourned the meeting at 7:42pm.

Dave Olson
Mayor

Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB24-0707 -** Resolution 24-0707, authorizing the Mayor to enter into a first amendment to the on-call consultant services contract with AHBL, Inc. for municipal planning and development project review support services	**Agenda Item #:** **For Agenda of: 3/12/2024** **Prepared by: Jeremy Metzler**

Attachments (list):
1. RES 24-0707 - First Amendment to PSA
2. FIRST AMENDMENT - AHBL On-Call
3. ExB-1 - AHBL 2024 Rate Schd (Eff Jan 1 2024)

Approval of Materials:		**Expenditure Required:**
Jeremy Metzler		TBD
Rachel Pitzel, City Clerk/HR Director	3/7/2024	**Amount Budgeted:** up to $265,000 (Planning - Professional Services)
Dave Gray	3/7/2024	
Dave Olson	3/7/2024	**Timeline:** 03/12/2024 RCM

Summary Statement:
The City Council authorized several three-year, on-call consultant contracts in July 2021, including one with AHBL, Inc. for municipal planning and development project review support services under Resolution 21-0575. Since this agreement was executed, the City and AHBL have mutually agreed to and executed multiple task orders for work that has exhausted the original contract amount, and the City needs additional support before July 2024, being the end of the current agreement. Upon review of the existing task orders and work anticipated through July, staff recommends increasing the maximum compensation allowed under this agreement from $200,000 to $400,000. Attached for Council's consideration is a resolution authorizing the Mayor to execute the attached contract amendment.

Item History:
N/A

Recommended Action:
MOTION to adopt **AB24-0707 -** Resolution 24-0707, authorizing the Mayor to enter into a first amendment to the on-call consultant services contract with AHBL, Inc. for municipal planning and development project review support services

Fiscal Note/Consideration:
Be advised the total compensation considered under this contract, even as amended, includes amounts paid to the consultant since July 2021. The City will not pay the consultant any amount beyond what has been budgeted and appropriated by the City Council in a given fiscal year.

RESOLUTION NO. 24-0707

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE ON-CALL CONSULTANT SERVICES CONTRACT WITH AHBL, INC. FOR MUNICIPAL PLANNING AND DEVELOPMENT PROJECT REVIEW SUPPORT SERVICES

WHEREAS, by passing Resolution 21-0575 on July 27, 2021, the City Council authorized execution of an On-Call Consultant Services Contract ("Contract") with AHBL, Inc. ("AHBL") for municipal planning and development project review support services; and

WHEREAS, since the Agreement was executed, the City and Consultant have mutually agreed to and executed multiple task orders for work that has exhausted the original Contract amount, and the City needs additional support before the end of the current Contract; and

WHEREAS, the additional work warrants an increase of the Contract's compensation limit from $200,000.00 to no more than $400,000.00; and

WHEREAS, both parties desire to amend the Contract to increase the compensation payable to AHBL;

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

Section 1. The Mayor is hereby authorized to enter into the First Amendment to On-Call Consultant Services Agreement, attached hereto, between the City of Edgewood and AHBL, in a substantial form as attached to this resolution and incorporated herein as Exhibit A.

ADOPTED THIS 12TH DAY OF MARCH, 2024.

_____
Dave Olson, Mayor

ATTEST:

_____
Rachel Pitzel, CMC
City Clerk

Exhibit A

First Amendment to the On-Call Consultant Services Contract
Between The City of Edgewood and AHBL, Inc.

FIRST AMENDMENT TO THE
ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGEWOOD
AND AHBL, INC.

Section I. Date and Parties.

This document ("First Amendment"), is dated the 12th day of March, 2024, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and AHBL, Inc. ("Consultant"). This First Amendment modifies the On-Call Consultant Services Contract dated July 27, 2021, by and between the City and Consultant (the "Contract").

Section II. **General Recitals.**

A. The City and Consultant entered into the Contract for the purposes of allowing the Consultant to perform municipal planning and development project review support services as described therein, in an amount not to exceed $200,000.00.

B. Since the Contract was executed, the City and Consultant have mutually agreed to multiple task orders for work that has exhausted the original contract amount, and the City needs additional support before the end of the current contract.

C. To support the City with continued municipal planning and development project review services, the parties have now agreed to amend the Contract as set forth in this First Amendment.

Section III. **Amendments to the Contract.**

A. Section II(A) Payment. Section II(A) of the original Contract is hereby replaced in its entirety, to read as follows:

> This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Four-Hundred Thousand Dollars ($400,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City as outlined in Section II(D) below.

B. Exhibit B. Exhibit B of the original Contract is hereby replaced with Exhibit B-1, attached hereto.

Section IV. Other Terms Unchanged. The First Amendment is intended to modify the terms and conditions of the original Contract only insofar as such modifications are set forth in this

LK

City **Consultant**

Amendment; all other provisions shall remain unchanged and in full effect. In the case of any conflict between the terms of the Contract and First Amendment, the provisions of this First Amendment shall control.

DATED: This 12th day of March, 2024.

CITY OF EDGEWOOD

By: _____

Its: Mayor, Dave Olson

Date: _____

ATTEST:

_____
City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

_____
City Attorney, Ann Marie Soto

CONSULTANT

By: _____

Printed Name: Lisa Klein

Its: Associate Principal

Date: March 7, 2024, 2024

SCHEDULE OF CHARGES & COMPENSATION

Principal	260.00/Hour
Associate Principal	240.00/Hour
Senior Project Manager	215.00/Hour
Project Manager	205.00/Hour
Senior Planning Project Manager	195.00/Hour
Planning Project Manager	185.00/Hour
Survey Project Manager	185.00/Hour
Assistant Project Manager	145.00/Hour
Project Engineer 6	195.00/Hour
Project Engineer 5	185.00/Hour
Project Engineer 4	175.00/Hour
Project Engineer 3	155.00/Hour
Project Engineer 2	140.00/Hour
Project Engineer 1	120.00/Hour
Senior Engineer Technician	140.00/Hour
Engineer Technician 3	130.00/Hour
Engineer Technician 2	115.00/Hour
Engineer Technician 1	100.00/Hour
Engineer Technician	85.00/Hour
Project Administrator	115.00/Hour
Project Expeditor	90.00/Hour
Senior Urban Designer	165.00/Hour
Urban Designer	155.00/Hour
Planner 5	165.00/Hour
Planner 4	155.00/Hour
Planner 3	140.00/Hour
Planner 2	120.00/Hour
Planner 1	110.00/Hour
Planning Technician	85.00/Hour

Director of Landscape Architecture	185.00/Hour
Senior Landscape Architect	160.00/Hour
Landscape Architect 2	145.00/Hour
Landscape Architect 1	135.00/Hour
Senior Landscape Designer	135.00/Hour
Landscape Designer 3	125.00/Hour
Landscape Designer 2	115.00/Hour
Landscape Designer 1	105.00/Hour
Senior Landscape Technician	135.00/Hour
Landscape Technician 3	110.00/Hour
Landscape Technician 2	95.00/Hour
Landscape Technician 1	85.00/Hour
Project Surveyor	165.00/Hour
Senior Survey Technician	140.00/Hour
Survey Technician 3	130.00/Hour
Survey Technician 2	115.00/Hour
Survey Technician 1	100.00/Hour
Chief of Parties	175.00/Hour
Survey Crew	220.00/Hour
1-Person Survey Crew	130.00/Hour
Graphic Designer	120.00/Hour
Technical Editor	120.00/Hour
Word Processor/Sr. Administrative Asst.	90.00/Hour
Administrative Assistant	85.00/Hour
Outside Consultants	Separate Fee Proposal
Geotechnical Engineers	Separate Fee Proposal
Environmental Consultants	Separate Fee Proposal

Large Format Bond	0.50/sf
Large Format High Density Color Bond	2.00/sf
Large Format Mylar	2.00/sf
Small Format Color Bond 11 X 17	0.50/Sheet
Small Format Color Bond 8.5 X 11	0.40/Sheet

The Schedule of Charges and Compensation is subject to change.

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.

Effective January 1, 2024

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB24-0708** - Resolution 24-0708 authorizing the Mayor to execute an agreement for city hall campus landscape maintenance services with SS Landscaping Services	**Agenda Item #:** **For Agenda of: 3/12/2024** **Prepared by: Jeremy Metzler**

Attachments (list):
1. Resolution 24-0708
2. SS Landscaping Maintenance Contract - City Hall

Approval of Materials:		**Expenditure Required:**
Jeremy Metzler		$55,079.09 (plus tax) - total through December 2026
Rachel Pitzel, City Clerk/HR Director	3/8/2024	**Amount Budgeted:** up to $48,000 (Parks Maintenance)
Dave Gray	3/8/2024	
Dave Olson	3/8/2024	**Timeline:** 03/12/2024 RCM

Summary Statement:
With the ongoing and increasing operations and maintenance needs at the City's parks and facilities, staff resources continue to be stretched and landscape maintenance continues to suffer. After reviewing associated costs, staff has determined it is more efficient to hire contractors for landscape maintenance than hiring additional direct labor at this time. Based on the results of recent proposals and demonstrated performance, staff solicited a proposal from SS Landscaping Services to perform one-time cleanup and routine maintenance services for the landscaped areas on the City Hall Campus, and staff recommends proceeding with SS Landscaping Services to perform said landscape maintenance.

Item History:
N/A

Recommended Action:
MOTION to adopt **AB24-0708** - Resolution 24-0708 authorizing the Mayor to execute an agreement for city hall campus landscape maintenance services with SS Landscaping Services

Fiscal Note/Consideration:
The City will not pay the contractor any amount beyond what has been budgeted and appropriated by the City Council in a given fiscal year.

RESOLUTION NO. 24-0708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR CITY HALL CAMPUS LANDSCAPE MAINTENANCE SERVICES WITH SS LANDSCAPING SERVICES

WHEREAS, with the ongoing and increasing operations and maintenance needs at the City's parks and facilities, staff resources continue to be stretched and landscape maintenance continues to suffer; and

WHEREAS, after reviewing associated costs, the City has determined it is more efficient to hire contractors for landscape maintenance than hiring staff; and

WHEREAS, based on the results of recent proposals and demonstrated performance, staff solicited a proposal from SS Landscaping Services to perform one-time cleanup and routine maintenance services for the landscaped areas on the City Hall Campus; and

WHEREAS, upon review of the proposal received, staff recommends proceeding with SS Landscaping Services to perform said landscape maintenance; and

WHEREAS, City Council discussed this item at the March 12, 2024 regular council meeting and determined it is in the best interests of the City to enter into an agreement with SS Landscaping Services;

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

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute an agreement for landscape maintenance services with SS Landscaping Services, attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed $75,000.00, plus applicable tax, as detailed therein.

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

ADOPTED THIS 12TH DAY OF MARCH, 2024

_____
Dave Olson, Mayor

ATTEST:

_____
Rachel Pitzel, CMC
City Clerk

Exhibit A

Landscape Maintenance Services Agreement

CITY OF EDGEWOOD LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 202___, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON **(**hereinafter the **"CITY")**
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Jeremy Privett Phone: 253-952-3299

and SS Landscaping Services, Inc. , a corporation organized under the laws of the State of Washington, doing business at:

SS LANDSCAPING SERVICES, INC. **(**hereinafter the **"CONTRACTOR")**
10219 Portland Ave E, Ste D
Tacoma, WA 98445

Contact: Michael Watt Phone: 253-380-5633

for personal services in connection with the following Project:

City Hall Campus Landscape Maintenance

TERMS AND CONDITIONS

1. Services by Contractor.

A. Contractor shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "1."

B. Contractor shall also perform the one-time services described in the Scope of Work attached to this Agreement as Exhibit "2."

B. The services performed by the Contractor shall not exceed, be changed, or otherwise be modified from the above Scopes of Work without prior written authorization from the City. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

2. Schedule of Work.

Contractor shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibits "1" and "2." If delays beyond Contractor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. Terms. This Agreement shall commence on March 15, 2024, ("Commencement Date") and shall terminate on December 31, 2026 unless extended or terminated in writing as provided herein.

4. Compensation.

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of $_____, plus all applicable tax.

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed $75,000.00, including all applicable tax, without written authorization, and will be based on the Scopes of Work, billing rates and reimbursable expenses attached hereto as Exhibits "1" and "2".

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

☐ OTHER. _____

5. Payment.

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

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

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

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

6. Discrimination and Compliance with Laws

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

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

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

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

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

8. Suspension and Termination of Agreement

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

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to City, and Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work

not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

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

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

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

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

10. Ownership of Work Product.

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

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

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

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

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

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

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

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

B. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.

4. Professional Liability insurance appropriate to the Contractor's profession.

C. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

D. Other Insurance Provisions

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Notice of Cancellation.

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

H. Failure to Maintain Insurance.

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

I. City Full Availability of Contractor Limits

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

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

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

Jeremy Privett, Superintendent 2224 - 104th Avenue E. Edgewood, WA 98372 Phone: 253-952-3299 Email: privett@cityofedgewood.org	SS Landscaping Services, Inc. Attn: Michael Watt, Business Dev. Mgr. 10219 Portland Ave E, Ste D Tacoma, WA 98445 Phone: 253-380-5633 Fax: 253-535-0090

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

16. Resolution of Disputes and Governing Law.

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

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

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or

more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

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

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

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

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

CITY OF EDGEWOOD, WASHINGTON

By: _____
Dave Olson
Mayor

Date: _____

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

CONTRACTOR

By: Michael Watt
Michael Watt
Business Development Manager

Date: 3/6/2024

Revised 04/2021

Exhibit 1

O: 253-535-2922 10219 PORTLAND AVE E, STE D F: 253-535-0090
TACOMA, WA 98445

Property Service Agreement

Property: **City of Edgewood - City Hall**
2224 104th Ave E
Edgewood, WA
RE: Exterior Landscape Maintenance Services

This Agreement between **CITY OF EDGWOOD** and SS Landscaping Services Inc. shall commence upon Acceptance of Proposal and shall continue through the anniversary date and then from year to year unless terminated or modified in accordance with the terms hereof:

We hereby propose to furnish labor and materials complete in accordance with the above specifications, for the sum of:

Annual Landscape Maintenance:	**$ 16,874.48 (Plus Tax)**
12 Monthly Installments:	**$ 1,406.21 (Plus Tax)**
Contract Start Date	

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Service Agreement Acceptance:
I have read and understand the Property Service Agreement and all attachments, and agree to them as written.

Signature	Date
Print name	
Michael Watt	2/12/2024
Michael Watt	Date

SS Landscaping Services SINCE 78

O: 253-535-2922 10219 PORTLAND AVE E, STE D F: 253-535-0090
TACOMA, WA 98445

EXHIBIT "A"

PROPERTY SERVICE AGREEMENT (PSA) TERMS AND CONDITIONS

Terms and Conditions apply to proposed agreement between SS Landscaping Inc. and **CITY OF EDGWOOD**

1. TERM: The term of this Agreement is One (1) year from the start date listed on page 2 of the Agreement.
2. CONTINUANCE: This subcontract will reset each annum from the date of the agreement term(s) if no termination is given. Property Owner remains subject to contractual terms and obligations.
3. PAYMENT TERMS: Net 30 days from invoice date. SS Landscaping Services will add a late charge of 1.5% per month on past due account balances. SS Landscaping Services reserves the right to suspend its service under this PSA in the event the account becomes delinquent. Should SS Landscaping Services initiate legal action to collect the account, the Customer agrees to pay all costs of collection, including reasonable attorney fees. Payment via credit cards will be charged a 3% convenience fee.
4. PRICE INCREASES: Prices of services provided in the Agreement may be increased should you add property under this Agreement. SSL may elect to increase the price of services under this Agreement after the first year of service, or after any subsequent anniversary date by a percentage not to exceed five percent (5%) of the then-current price. SSL shall not increase its rates on an elective basis more frequently than once per year.
5. TERMINATION: This PSA may be canceled upon 30 days written notice by either Party to the other. In the event of cancellation prior to completion of an annual term, for other than cause, the final billing will reflect the difference between the actual budgeted effort expended on the effective date of cancellation and the percentage of the total PSA price previously billed. See Schedule Exhibit "D."
6. THIRD-PARTY PAYMENT FEES: All fees added or required for payment processing used by you, will be added to the monthly service fee. This includes but is not limited to Third-Party Management fees, Credit Card fees, Automated Clearing House (ACH) fees, web-based portal fees.
7. NO ASSIGNMENT: You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of SSL. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to any permitted successors and assigns.
8. SCHEDULING: Schedules provided within this Agreement are approximate for specific dates. Service will be rendered as quantified. SSL reserves the right to change the schedule at its discretion and without notice.
9. FORCE MAJEURE: Except for payment of SSL invoices owed by you. If either SSL or you shall be prevented or delayed in any performance or any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, an act of God or any cause beyond such parties control, the obligation hereunder of such Party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other Party shall not be chargeable in any way to such Party, provided; however, the other Party suffering such cause shall immediately notify the other Party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety (90) consecutive days, the other Party shall have the right to cancel the Agreement upon notice to the other Party unable to perform its obligations.
10. LIABILITY: SSL is responsible for direct damages resulting from its negligence or breach of this Agreement. But is not responsible for any indirect, incidental, consequential, punitive, or special damages arising or resulting from the performance or nonperformance of any obligation under this Agreement including, but not limited to, loss of profits or income, regardless of the basis for the claim.
11. WATERING: Some of the products SS Landscaping Services uses may include label directions requiring that the landscape be properly watered before and/or after the application or services rendered. If a service rendered to Customer is subject to proper watering for best results, SS Landscaping Services will provide Customer with timely watering instructions, and the Customer then agrees to assume responsibility for watering. If SS Landscaping Services is responsible by PSA for setting automated irrigation system controller(s), SS Landscaping Services will not be held liable for the failure of the system(s) to perform as designed.
12. INDEMNIFICATION: SS Landscaping Services, Inc. shall indemnify Customer for any damages, claims or causes of action arising from any negligent acts or omissions on the part of SS Landscaping Services, its employees or agents, unless such damages, claims or causes of actions are due in part to the fault or negligence of Customer. Where any damages, claims, or causes of action are due in part to the fault or negligence of both parties hereto, SS Landscaping Services shall indemnify Customer only for SS Landscaping Services' proportionate share of liability.
13. MANDATORY ARBITRATION: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ('Claim'), arising out of or related to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ('AAA'), under the AA Commercial or Consumer, as applicable.

Signature Date

Print Name

SS Landscaping Services SINCE 78

O: 253-535-2922 10219 PORTLAND AVE E, STE D F: 253-535-0090
TACOMA, WA 98445

EXHIBIT "B"

SCOPE OF LANDSCAPE SERVICES

SECTION 1 - *SERVICE DEFINITION*

The following specification institutes the standard for grounds maintenance. This standard outlines the methodology and processes of how SS Landscaping Services, here after known as "The Contractor", will maintain this property to assure the highest quality, promoting health of turf and plant material while ensuring a neat and clean appearance.

SECTION 2 - *GENERAL CONDITIONS*

2.1 Schedule of Maintenance Tasks:

The contractor will supply a schedule listing the task to be performed. This list will include the frequency and timing of contracted work throughout the year. This schedule is approximate for specific dates. Service will be rendered as quantified but is subject to weather conditions and may change at the discretion the contractor and without notice.

2.2 Site Visit Reports

Our Crew Leader will supply a Checklist informing you of the tasks that were performed for each visit.

2.3 Contractor Personnel

A. The contractor will have an experienced supervisor responsible for the site. This supervisor will have a minimum of three (3) years' experience in landscape services.

B. The contractor will have only properly trained personnel on site to perform all functions. They will be trained in proper horticultural and mechanical procedures to ensure that all operations are performed safely and effectively.

C. All contractor personnel will be required to wear a clean company uniform. The supervisory personnel's uniform will be easily distinguished from other personnel. All contractor personnel will be familiar with management regulations and will conduct themselves in a safe, courteous and professional manner while on site. The supervisor will conduct weekly reviews of the crew's appearance and hold weekly safety meetings.

SECTION 3 - *SCOPE OF WORK*

The contractor will provide all necessary labor, material, equipment, and fully-trained supervisory personnel to properly maintain all developed land areas within the contract limits, including lawns, shrubs, groundcover, landscape trees, vines, perennials and flowers.

SECTION 4 - *TURF MANAGEMENT*

4.1 General

All turf areas covered by this contract will be maintained in a healthy, growing condition throughout the season. The quality of turf will be determined by turf density, color and uniformity.

4.2 Mowing and Trimming

A. Turf will be cut at a height of 2-1/2" to 3-1/2" as conditions dictate, using a rotary-type mower. Blades will be balanced and sharp at all times.

B. Mowing patterns will be employed to encourage upright growth and permit the recycling of clippings where possible.

C. Excessive clippings resulting from growth rates exceeding proposed mowing and trimming frequencies will be dispersed or removed after each mowing.

D. Clippings will be removed from all paved or mulched surfaces after each mowing.

E. Trimming around trees, fences, poles, walls, irrigation valve boxes and other similar objects is to be accomplished to match height and appearance of surrounding mowed turf growth.

4.3 Turf Care

A. Turf will be fertilized using a professional grade, high quality, and slow release nitrogen and potassium fertilizer, applied at the rate of 1 lbs. of Nitrogen per 1000 square feet. Non-irrigated turf areas will not be fertilized. Organic fertilizer is optional and an additional cost, please let us know if this is desired.

B. Broadleaf Weed Control - Broadleaf weeds will be controlled by using a three-way combination systemic herbicide. (See Schedule of

C. Control of broadleaf grasses, clover and creeping types weeds, in turf, is not included within this contract. Up on request, we can assess the condition of your turf and provide cost to treat the turf depending on the need.

D. SSL Uses synthetic fertilizer. If organic fertilizer is desired we will submit the difference in cost and adjust the contact amount accordingly.

NOTE: While synthetic fertilizers are typically more cost-effective on a per-nutrient basis, the cost difference between organic and synthetic fertilizers can vary significantly based on various factors, making it essential to consider both your budget and your long-term sustainability goals when choosing between the two.

4.4 Edging

A. Perimeter of bed edges, sidewalks, driveways, curbs and other paved surfaces will be edged.

B. Edging will be performed so as to prevent encroachment of vegetation onto paved surfaces and to provide a clear-cut division line between planter beds, turf, and ground cover.

C. Edging is to be accomplished in a manner that prevents scalping, rutting, bruising, uneven and rough cutting.

D. Soft edging, using a string line trimmer, will be performed on the same day that turf is mowed. Care will be taken to avoid damage to any plant materials, structures, and other landscape features.

E. Hard edging, using a mechanical fixed blade edger will be performed once per month to straighten and reshape.

F. Debris resulting from edging operations will be removed immediately after the completion of each edging service.

4.5 FIELD GRASSES

A. Field grasses and wild flower mixed, included in the contract as designated by a detailed map of the property, will be mowed to approximately 4 to 6 inches, as conditions dictate, during spring or early summer. No mowing will occur during second growing season unless requested.

B. Field grasses WILL NOT be fertilized.

C. All cut materials will be left to mulch (biodegrade on site) unless otherwise agreed upon.

D. Our Field Supervisors are trained in the recognition, diagnosis and treatment of turf damaging diseases and insects, they will monitor site conditions. The Customer will be notified immediately of an outbreak. Notification will include recommended treatment and potential costs. Treatment will not be performed without prior authorization. Additional work to be completed and billed separately from maintenance contract.

SECTION 5 - *SHRUB AND FORMAL HEDGE MANAGEMENT*

5.1 General

This specification will cover all items of shrub and flower bed management.

5.2 Pruning

A. Deciduous shrubs will be pruned per the "SPECIFIC SCHEDULE OF MONTHLY MAINTENANCE TASKS" to enhance and maintain their natural form. Selective pruning will include the removal of dead wood, diseased wood, wood that is infested with insects, weak wood that is not productive of bloom, excess suckers-shoots, and irregular growth.

B. Evergreen shrubs will be pruned per the "SPECIFIC SCHEDULE OF MONTHLY MAINTENANCE TASKS" to enhance and maintain their natural form.

C. Ornamental shrubs, excluding formal hedges, will be selectively pruned or sheared as desired by the customer. If no direction is given Contractor will perform pruning and shaping in keeping the most uniform appearance and consistency of the overall property.

5.3 Fertilization

A. The fertilization program for ornamental trees, shrubs and ornamental beds will include one application per season.

B. Fertilizer will be distributed by hand- or hand-held broadcast spreader around the drip-line of the plant.

C. Fertilizer will be a professional grade, balanced, slow release ornamental fertilizer.

5.4 Weed Control

A. Weeds are to be removed from the beds. Beds are defined as bare ground in a plot in which flowers and/or shrubs are grown. This does not include areas where ground cover plants are growing. Unwanted vegetation growing through groundcover will be trimmed but not removed or sprayed with herbicides. (Unless Specified otherwise)

B. A selective, pre-emergent weed control labeled for broadleaf and grassy weeds in ornamental beds will be applied two (2) times per year prior to seed germination at the appropriate label rate necessary, to provide weed control.

C. A non-selective, post-emergent weed control labeled for broadleaf and grassy weeds in ornamental beds will be applied as necessary to provide weed control.

D. A non-selective, post-emergent weed control labeled for broadleaf and grassy weeds in sidewalk cracks, curbs and parking areas will be applied as necessary to provide weed control.

E. The principles of Integrated Pest Management will be followed when applicable. It is not the intent of this contract to maintain the beds in a 100% weed free condition. Beds will be mechanically weeded(hoed) once per month and treated with both Pre-Emergent and Post-Emergent herbicides to control weed growth. The pest management program will introduce the least amount of chemical into the landscape as is necessary to achieve accepted levels of control of pest populations. Greater levels of manual removal can be requested.

F. If the Client requires weed removal beyond the scope of this contract, a separate agreement or work order shall be negotiated and executed, specifying the details, costs, and timelines for such services.

5.5 Shrub and Groundcover Disease and Insect Control

A. Quality Control personnel trained in the recognition, diagnosis and treatment of plant damaging diseases and insects will monitor site conditions. The Customer will be notified immediately of an outbreak. Notification will include recommended treatment and potential costs. Treatment will not be performed without prior authorization. Additional work to be completed and billed separately from maintenance contract.

SECTION 6 - LANDSCAPE TREE MANAGEMENT

6.1 General

This section covers landscape tree management. Landscape trees are defined as trees with a caliper of 8" or less when measured 24" from ground level. The contractor will be responsible for normal maintenance up to 12' as specified below. Landscape and ornamental tree pruning is limited to work that can be reached from the ground with hand pruners, pole saws, or pole clippers.

6.2 Pruning

A. Landscape trees will be pruned to remove over extended, dead, dangerous, broken, crossed or otherwise unsightly branches.

B. Ornamental trees will be pruned to remove dead or damaged branches and to develop the natural form of the plant. Sucker growth from the base at soil level or below will be removed.

C. Landscape trees will be pruned throughout the season to remove all dead, damaged and low-hanging branches.

6.3 Insect and Disease Control

A. Quality Control personnel trained in the recognition, diagnosis and treatment of plant damaging diseases and insects will monitor site conditions. The Customer will be notified immediately of an outbreak. Notification will include recommended treatment and potential costs. Treatment will not be performed without prior authorization. Additional work to be completed and billed separately from maintenance contract.

SECTION 7 - PERENNIAL CARE

A. All deciduous perennials, I.E. Lily turf, Mondo grass etc., are to be cut back by March as to allow new growth to develop freely

SECTION 8 - LEAF REMOVAL

8.1 Turf

A. Leaves will be removed from lawn areas, walkways, and tree rings in the fall.

8.2 Ornamental Beds

A. Leaves will be removed from all ornamental beds.

8.2 Disposal

A. Provisions may be made for the on-site disposal of leaves with client agreement.

SECTION 9 - POLICING

A. The contractor will remove all litter and debris from common area turf, curb lines, ornamental beds and tree rings, adjacent to the areas being work, at each visit. Trash removal from parking and non-landscaped areas is not included unless specified.

B. Unless listed in the "SPECIFIC SCHEDULE OF MONTHLY MAINTENANCE TASKS", maintenance of Pet Wastes Station and removal of pet waste is not included in this proposal

SECTION 10 IRRIGATION MANAGEMENT PROGRAM

10.1 General:

Contractor to turn on irrigation system functions for seasonal operation during spring.

1. Turn on point of connection for irrigation main water source.
2. Inspect and charge irrigation main water line.
3. Inspect and charge individual irrigation zones.
4. Inspect and test irrigation timers to insure proper functioning.
5. Adjust irrigation sprinkler heads as necessary to insure full coverage as the system is designed.
6. Any failures or repairs necessary for irrigation system to function properly are to be documented and submitted to the owner with associated repair costs.
7. Any damages caused to the irrigation system during the course of routine landscape maintenance are to be repaired by the contractor at no charge to the owner.
8. Annual inspection and certification of Double Detector Check Valve is not included. Contractor will facilitate this upon request.
9. Coring of sprinkler heads is not included unless specified.
10. Unless otherwise noted within this contract; Irrigation for individuall houses within the HOA is not included

10.2 Seasonal Monitoring

Contractor to adjust irrigation during the season to insure proper operation.

1. Unless noted otherwise, monitoring is observational only. Watering times are based on plant condition and weather patterns. SSL personnel are typically onsite once per week. The Owner has the responsibility to observe and notify us if they see irregularities in the system or the plant life.

3. Enhanced monitoring is available upon request. This would include a monthly check of all measuring devices, valves, nozzle heads, surface pipeline, and other mechanical parts to ensure the system are operating as designed.

10.3 Winterization

Contractor to winterize the irrigation system during fall. (Between the months of October and November)

1. Contractor to turn off all major components of irrigation system.
2. The irrigation system will be charged with compressed air to remove majority of irrigation water in lines.
3. Contractor to notify owner that winterization process is completed.

10.4 Regular and Emergency Irrigation Services Calls

1. The Contractor agrees to provide Emergency Irrigation Services to the Client upon request, subject to the terms and conditions of this Agreement.
2. Emergency Irrigation Services shall include, but not be limited to, the repair, maintenance, or replacement of irrigation systems, components, and related equipment necessary to ensure the proper functioning of the Client's irrigation system during emergency situations.
3. The Client shall pay a minimum fee of One hundred seventy-five Dollars ($175.00) for a regular hours Service Call and Three Hundred Fifty Dollars ($350.00) for each Emergency Irrigation Service provided by the Contractor.
4. The minimum fee is applicable regardless of the scope or duration of the Emergency Irrigation Service required by the Client. If we find that the repairs needed are related to damage caused by our crews there will ne not charge.
5. Additional charges may apply for materials, labor, or equipment beyond the minimum fee, and such charges shall be invoiced separately by the Contractor.
6. The Client shall initiate a request for Emergency Irrigation Services by contacting the Contractor through the designated emergency contact number provided by the Contractor.
7. Upon receiving a request for Emergency Irrigation Services, the Contractor shall make reasonable efforts to respond promptly to the Client's request and provide the necessary services within a reasonable time frame.

SECTION 11 - Service Distinction Clause:

11.1 Service Overview

A. The Contractor shall provide Landscape Maintenance Services, which include, but are not limited to, the tasks described within the scope of this contract.

B. The Contractor shall not be responsible for any Gardening Services, such as planting, designing flower beds, selecting or planting ornamental plants, or any specialized horticultural tasks, unless explicitly specified in a separate agreement or work order.

11.2 Additional Services:

A. If the Client requires Gardening Services beyond the scope of this contract, a separate agreement or work order shall be negotiated and executed, specifying the details, costs, and timelines for such services.

11.3 Responsibilities:

A. The Client acknowledges that the Contractor's primary responsibility is Landscape Maintenance Services, and any Gardening Services shall be contracted separately.

B. The Contractor shall not be liable for damages, delays, or unsatisfactory results related to Gardening Services, unless explicitly agreed upon in a separate Gardening Service contract.

SS Landscaping Services SINCE 78

O: 253-535-2922 10219 PORTLAND AVE E, STE D F: 253-535-0090
TACOMA, WA 98445

EXHIBIT "C"

SPECIFIC SCHEDULE OF MONTHLY MAINTENANCE TASKS

SCHEDULE FOR:	FREQUENCY PER MONTH												
City of Edgewood - City Hall	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	**SUM**
Site Visits:	2	2	4	4	5	4	4	4	5	4	4	2	**44**
TURF AREAS													
Mow - 21" Mower	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Mow - 48"/52"/61"	0	0	4	4	5	4	4	4	5	4	1	0	**35**
Soft and Hard Edging	0	0	4	4	5	4	4	4	5	4	1	0	**35**
Fertilize Turf	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Broadleaf Weed Control	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Sweep/Blow Walks	2	2	4	4	5	4	4	4	5	4	2	2	**42**
Dolomite and Lime Treatments	0	0	0	0	0	0	0	0	0	0	0	0	**0**
BED AREAS													
Bed Maintenance/Weed/Rake	1	1	1	1	1	1	1	1	1	1	1	1	**12**
Pre Emerge Weed Control	0	0	1	0	0	0	0	0	0	1	0	0	**2**
Post Emerge Weed Control	0	0	0	0	1	1	1	0	1	0	0	0	**4**
Fertilize Ground Cover	0	0	0	0	0	0	0	0	0	1	0	0	**1**
Fertilize Trees	0	0	0	0	0	0	0	0	0	1	0	0	**1**
Fertilize Shrubs	0	0	0	0	0	0	0	0	0	1	0	0	**1**
Leaf Removal	0	0	0	0	0	0	0	0	0	4	4	1	**9**
PRUNING *100% = ENTIRE PROPERTY*													
Prune Shrubs/Hedges	50%	0	0	0	30%	30%	30%	30%	30%	0	0	0	**2**
Trim Ground Cover	50%	0	0	0	30%	30%	30%	30%	30%	0	0	0	**2**
Prune Trees	50%	0	0	0	30%	30%	30%	30%	30%	0	0	0	**2**
Cut back Perennials	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Prune Ornamentals	0	0	0	0	0	0	0	0	0	0	0	0	**0**
GENERAL ACTIVITIES													
Activate Irrigation	0	0	0	1	0	0	0	0	0	0	0	0	**1**
Monitor Irrigation	0	0	0	0	1	1	1	1	1	0	0	0	**5**
Deactivate Irrigation	0	0	0	0	0	0	0	0	0	1	0	0	**1**
Annual Backflow Testing	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Litter Pickup	2	2	4	4	5	4	4	4	5	4	2	2	**42**
Monthly Inspection	1	1	1	1	1	1	1	1	1	1	1	1	**12**
Aeration	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Shrub Growth Regulator	0	0	0	0	1	0	0	0	0	0	0	0	**1**
Pet Waste Stations	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Intall New Ornamental Color	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Field Mow	0	0	0	0	0	0	0	0	0	0	0	0	**0**
ROW Swale Service	1	1	1	1	1	1	1	1	1	1	1	1	**12**
TBD	0	0	0	0	0	0	0	0	0	0	0	0	**0**

NOTE: The Percentage numbers shown under pruning reflect the approximate amount of pruning that may be performed within those months.100% indicates all plants.

NOTE: This schedule is approximate for specific dates. Service will be rendered as quantified, but may be subject to conditions outside our control. SS Landscaping Services, Inc. reserves the right to change the schedule at its discretion and without notice.

SS Landscaping Services SINCE 78

O: 253-535-2922 10219 PORTLAND AVE E, STE D F: 253-535-0090
TACOMA, WA 98445

EXHIBIT "D"

MONTHLY AMORTIZED COSTS

Month	Actual Monthly Cost	Monthly Fee(Averaged)	Monthly Difference
January	$1,557.81	$1,406.21	-$151.61
February	$508.57	$1,406.21	$897.63
March	$1,111.22	$1,406.21	$294.98
April	$1,298.43	$1,406.21	$107.77
May	$1,820.26	$1,406.21	-$414.06
June	$1,306.67	$1,406.21	$99.53
July	$1,306.67	$1,406.21	$99.53
August	$1,209.22	$1,406.21	$196.98
September	$1,417.27	$1,406.21	-$11.07
October	$2,696.43	$1,406.21	-$1,290.23
November	$1,678.97	$1,406.21	-$272.76
December	$962.92	$1,406.21	$443.28

The monthly fee is amortized over twelve months. Termination by the Customer, prior to completion of a full term, will result in an assessment of a Contract Closing fee based on this schedule. This may result in a fee or a reimbursement. This schedule will reset after the completion of each service year.

Example 1:	Service starts;	January	-$151.61	After two months customer decides that SSL is not a good fit. Customer sends SSL a written notice giving 30 days notice to terminate service. SSL would provide a credit based on the example to the left.
		February	$897.63	
	End Service	March	$294.98	
	Credit to Customer		**$1,041.01**	

Example 2:	Service starts;	March	$294.98	After five months customer decides that SSL is not a good fit. Customer sends SSL a written notice giving 30 days notice to terminate service. Customer would owe SSL a final billing based on the example to the left.
		April	$107.77	
		May	-$414.06	
		June	$99.53	
		July	$99.53	
	End Service	August	$196.98	
	Owed to SSL		**$384.75**	

PAYMENT OPTION(S): The monthly fee can be invoiced as listed per the "Actual Monthly Cost" column of Exhibit "D". The monthly fee would then vary from month to month.

Exhibit 2

SS Landscaping Services, Inc.

10219 Portland Ave E, Ste D
Tacoma, WA 98445
253-535-2922
service@sslandinc.com | www.sslandinc.com

RECIPIENT:

0829-ME City of Edgewood

2224 104th Avenue East
Edgewood, Washington 98372

Estimate #5985

Sent on	02/09/2024
Please note that invoices paid with a Credit Card will have a 3% convenience fee added.	Yes
Total	**$8,674.16**

Product/Service	Description	Qty.	Total
GENERAL CONDITIONS	This line item covers project oversight and incidental items associate with the work being performed. Not all items will apply, cost is calculated accordingly such as: Superintendent, misc. small tools, mobilizations, fuel for equipment, site setup, utilities location, travel time, parking.	1	$520.00
Labor - 2 Person Crew - Prevailing Wage	HOURLY LABOR CHARGE	32	$7,116.16
Herbicide - Ranger Pro	Systemic Post Emergent Herbicide 2.5 Gallon Container	1	$150.00
Ranger Pro		1	$150.00
Service - Dump Fee	TON	4	$738.00

Total **$8,674.16**

Clean up in tree beds of weeds near City hall entrance
Prune all ferns of dead/dying leaf.
Hula hoe all beds
Spray beds and Amphitheater steps
hard prune snow berry on 104 th street highlighted in purple
snow berry highlighted in blue will be cut 4-5 tall for privacy
Cut & spray volunteers
Cut tree suckers
Amphitheater grass/creek clean up
PREVAILING WAGES APPLY

THIS IS NOT A BILL, PLEASE DO NOT PAY.
WASHINGTON STATE SALES TAX IS NOT INCLUDED IN THIS QUOTE, IT

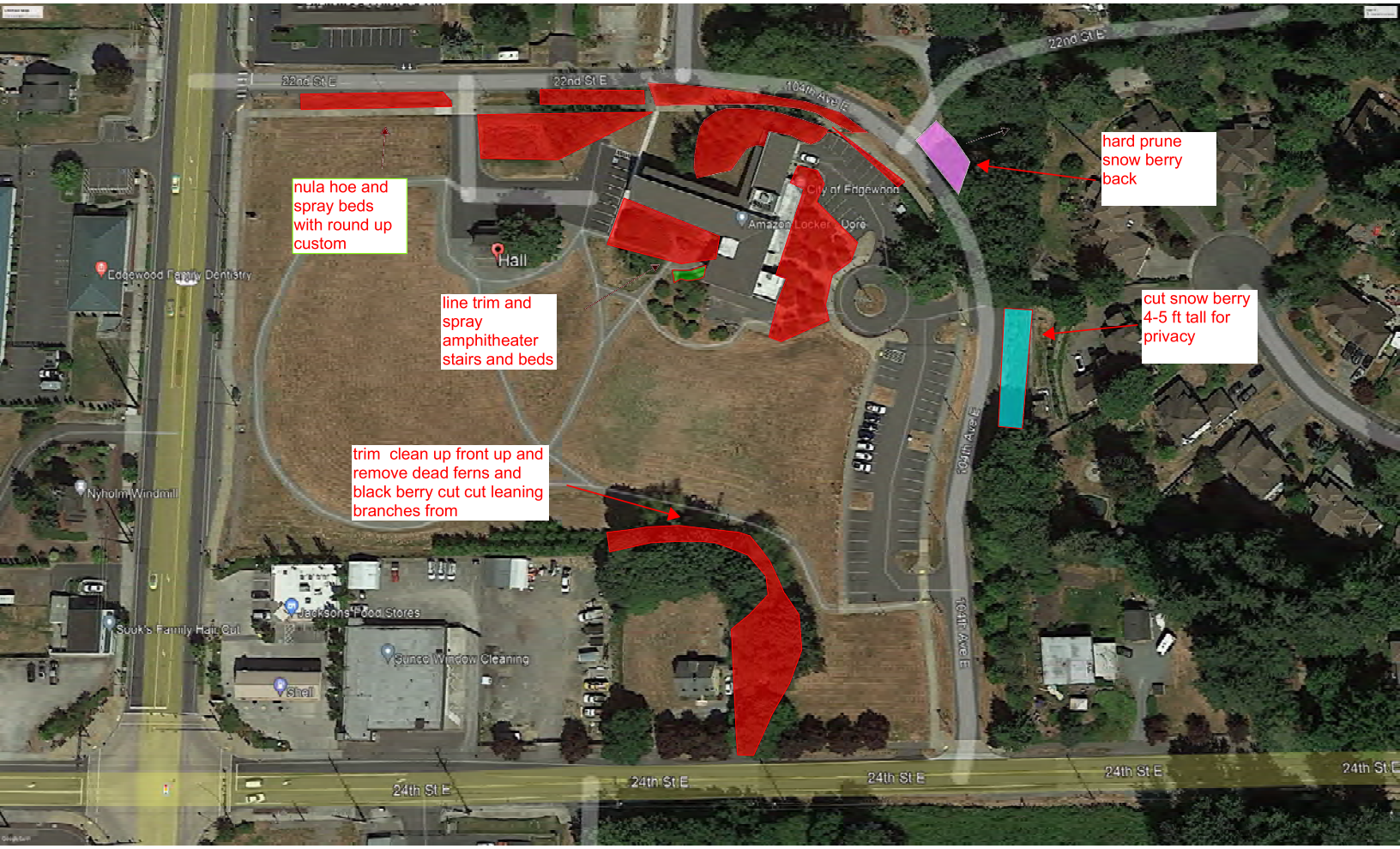
SS Landscaping Services, Inc.
10219 Portland Ave E, Ste D
Tacoma, WA 98445
253-535-2922
service@sslandinc.com | www.sslandinc.com

Notes Continued...

WILL BE ADDED TO THE FINAL INVOICE.

GENERAL ASSUMPTIONS, CONDITIONS, AND EXCLUSIONS:
1. Unless an item is specifically addressed and discussed in the above "PRODUCT/SERVICE", it should be assumed that it is not included in the scope of work.
2. Clean up and pressure washing limited to scope affected areas.
3. Plant material availability not guaranteed.
4. Additional maintenance and protection after specific scope acceptance is not included, unless noted.
5. Warranty limited to one year following substantial completion of specific contracted scope.
6. Deposit required 30 days prior to procurement/manufacturing any site furnishings or long lead items.
7. No traffic control.
8. No permits or fees.
9. TESC or tree protection.
10. Excludes Professional Liability insurance.
11. Insurance limits included are as follows: G/L Insurance $1M per occurrence/$2M aggregate, $1M auto liability, $5M umbrella and $2M pollution.
12. Washington State Sales Tax is not included.
13. Payments via credit card are subject to a 3% convenience charge.
14. It should be assumed all labor is at private wage, unless specifically stated otherwise.
15. Herbicide applications are not a permanent vegetation control. Treated areas may need multiple applications. If an herbicide treatment is indicated in this quote, it is for a single application unless noted otherwise.

This quote is valid for the next 30 days, after which values may be subject to change.


22nd St E
22nd St E
104th Ave E
22nd St E
hard prune
snow berry
back
nula hoe and
spray beds
with round up
custom
City of Edgewood
Amazon Locker - Dore
Hall
Edgewood Family Dentistry
line trim and
spray
amphitheater
stairs and beds
cut snow berry
4-5 ft tall for
privacy
104th Ave E
trim clean up front up and
remove dead ferns and
black berry cut cut leaning
branches from
Nyholm Windmill
Jacksons Food Stores
Suuk's Family Hair Cut
Sunco Window Cleaning
Shell
104th Ave E
24th St E
24th St E
24th St E
24th St E
24th St E

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB24-0709** - Resolution 24-0709 granting final plat approval to the Wolf Point subdivision	**Agenda Item #:**
	For Agenda of: 3/12/2024
	Prepared by: Silas Read

Attachments (list):

1. RESOLUTION 24-0709, GRANTING FINAL PLAT APPROVAL TO THE WOLF POINT SUBDIVISION
2. Exhibit A_Wolf Point Staff Report
3. Exhibit B_Wolf Point Final Plat
4. Exhibit C_Wolf Point Location Map
5. Exhibit D_17-1444 Wolf Point P-PLAT Decision
6. Exhibit E_Wolf Point Condition Responses
7. Exhibit F_24-1013 20240117- Engineering Cert

Approval of Materials:		**Expenditure Required:**
Silas Read		N/A
Rachel Pitzel, City Clerk/HR Director	3/7/2024	**Amount Budgeted:** N/A
Dave Gray	3/7/2024	
Dave Olson	3/7/2024	**Timeline:** 03/12/2024 CC RCM

Summary Statement:
Edgewood Municipal Code (EMC) Section 16.01.060(G) requires the City Council to authorize the Mayor to sign a final full subdivision, which includes subdivisions for seven (7) or more lots. This decision must be made within five (5) years of the expiration of preliminary approval, or the preliminary approval expires and becomes void.

Staff is recommending **approval** of the Wolf Point Subdivision, a proposal to develop approximately 43.7 acres into fifty-five (55) lots zoned Single-Family Moderate (SF-3) at 9810 36th Street East, Edgewood, WA, 98371. The proposed subdivision is determined by staff to meet the criteria established in the Edgewood zoning and subdivision ordinances, the City of Edgewood Comprehensive Plan, and to be generally consistent with the requirements and conditions of the preliminary plat approval.

Item History:

Recommended Action: Motion to adopt AB24-0709 - Resolution 24-0709 for the purpose of granting final plat approval to the Wolf Point Subdivision and authorizing the Mayor to sign the final plat document as presented.

Alternatives:
The applicant has demonstrated compliance with the requirements to obtain final approval. While the options

below are available to the Council, staff strongly recommends against either of the alternative options below.

1. Adopt the proposed resolution with modifications;
2. No action (do not adopt a resolution).

Fiscal Note/Consideration:

RESOLUTION NO. 24-0709

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, GRANTING FINAL PLAT APPROVAL TO THE WOLF POINT SUBDIVISION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on October 10, 2017, the City received an application to subdivide 43.7 acres into fifty-six (56) single-family residential lots zoned Single Family Moderate (SF-3), File 17-1444, located at 9810 36th Street East and generally between 36th Street East and Meridian Avenue East, as depicted in the reference map attached as Exhibit C and incorporated by this reference; and

WHEREAS, the City issued a Mitigated Determination of Non-significance (MDNS) on December 14, 2017, with twenty (20) mitigating measures, and there were no appeals to the MDNS; and

WHEREAS, on March 4, 2017, the Hearing Examiner held a hearing on the preliminary plat, and on March 20, 2017, the Hearing Examiner granted preliminary plat approval for fifty-six (56) single-family residential lots to comply with the maximum density of the site, subject to twenty-seven (27) conditions, as shown in Exhibit D attached and incorporated by this reference; and

WHEREAS, the Site Development Permit, File 19-1413, for the subdivision infrastructure was submitted to the City on August 27, 2019, approved and issued to the applicant on May 4, 2021; and

WHEREAS, a Minor Preliminary Plat Modification, File 20-1035, to relocate two lots and provide separation from critical slopes, was submitted to the City on January 24, 2020, approved and issued to the applicant on April 24, 2020; and

WHEREAS, a Minor Preliminary Plat Modification, File 23-1170, to convert one lot into a utility tract for a sewer lift station, was submitted to the City on April 4, 2023, approved and issued to the applicant on June 7, 2023; and

WHEREAS, on January 10, 2024, an application was submitted to the City for final plat approval and deemed complete on January 22, 2024; and

WHEREAS, the final plat application has been reviewed by relevant City departments and summarized in a Staff Report dated March 7, 2024, attached as Exhibit A, and City staff determined the application conforms to all terms and conditions of the preliminary plat approval, attached as Exhibit E, and meets the criteria for final plat approval;

WHEREAS, the City of Edgewood issued the City Engineer's Certificate of Improvements for Wolf Point Subdivision on January 17, 2024, documenting the completion of the required infrastructure improvements through construction and bonding, subject to conditions, attached as Exhibit F and incorporated by this reference; and

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

Section 1. Adoption of Findings. The City Council hereby adopts the findings included in the City of Edgewood Staff Report, Findings, and Recommendation, File 24-1013, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Grant of Approval. The City Council hereby grants final plat approval of the ~~thirty-five (35)~~fifty-five (55) lot Wolf Point Subdivision, attached as Exhibit B, and City staff and the Mayor are authorized to inscribe and execute the Council's approval on the face of the plat, subject to completion of the bonded improvements and recording of the Final Plat with the Pierce County Auditor.

Section 3. Severability. If any section, sentence, clause or phrase of this resolution 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 resolution.

Section 4. Effective Date. This resolution will take effect immediately upon passage by the City Council.

PASSED THIS 12TH DAY OF MARCH, 2024.

_____
Dave Olson, Mayor

ATTEST:

_____
Rachel Pitzel, City Clerk

Exhibit A

March 7, 2024 - City of Edgewood, Wolf Point Final Plat Staff Report

Exhibit B

Wolf Point Final Plat

Exhibit C

Wolf Point Location Map

Exhibit D

Hearing Examiner Decision, Wolf Point Subdivision 17-1444

Exhibit E

Condition Response Matrix, Wolf Point Subdivision

Exhibit F

City Engineer's Certificate of Improvements, Wolf Point Subdivision 17-1444 & 19-1413

Staff Report, Findings, and & Recommendation

To:	Edgewood City Council
From:	Silas Read, Associate Planner 253-392-2558 | silas@cityofedgewood.org
Date Prepared:	March 7, 2024
File:	Wolf Point Final Plat – City of Edgewood File #24-1013 Wolf Point Preliminary Plat – City of Edgewood File #17-1444
Recommendation:	Approval

SECTION I. INTRODUCTION

A. Application Information

Applicant/Owner:	SSHI LLC dba D.R. Horton c/o Kathy Orni 425-825-3128 | keorni@drhortnon.com 11241 Slater Avenue NE #200, Kirkland WA 98033
Location:	9810 36th Street East, Edgewood, WA 98371 See **Exhibit C**
Parcel No(s):	0420164001, 0420165030, 0420161107, 0420164085, 0420164093, 0420164094, 0420164028, 0420164100, 0420164099, and 0420164061
S/T/R:	NE and SE ¼ of Section 16, Township 20N, Range 4E, W.M. NW ¼ of Section 15, Township 20N, Range 4E, W.M.
Future Land Use Designation:	Single-Family Moderate
Zoning:	Single-Family Moderate (SF-3)
Requested Action:	Final approval of a proposal to subdivide approximately 43.7 acres into fifty-five (55) single family lots with associated utility, road, landscaping, and critical area improvements.
Review Process:	Process IV, City Council (No Hearing or Recommendation Required from Planning Commission)
Final Plat Application Submitted:	January 10, 2024
Notice of Complete Application:	January 22, 2024

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@cityofoedgewood.org) or phone (253-952-3299).

State Environmental Policy Act (SEPA) Threshold Determination:	Mitigated Determination of Nonsignificance (MDNS) with 20 mitigation measures. The MDNS was not appealed.
SEPA Issued:	December 14, 2017
Preliminary Plat Decision:	The Hearing Examiner granted preliminary approval, subject to 27 conditions, on March 20, 2019.
Modifications to Preliminary Plat:	#1 – April 24, 2020, City of Edgewood File #20-1035 #2 – June 7, 2023, City of Edgewood File #23-1170
Preliminary Plat Expiration:	March 20, 2024

B. Exhibits

Document Exhibit No.	Prepared By	Date Prepared	Date Received
A. Staff Report, Findings & Recommendation	Silas Read, City of Edgewood	2024/03/07	2024/03/07
B. Final Plat Map	Stephen Woods, Contour Engineering	2024/03/05	2024/03/06
C. Location Map	Silas Read, City of Edgewood	2024/03/05	2024/03/05
D. Hearing Examiner Decision	Stephen Causseaux	2019/03/20	2019/03/25
E. Hearing Examiner Condition Response Matrix	Kathy Orni, D.R. Horton	2024/02/23	2024/02/23
F. Engineering Certificate	Chuck Hendricksen, City of Edgewood	2024/01/17	2024/01/17

SECTION II. BACKGROUND

A. Project Description

This is a proposal to subdivide approximately 43.7 acres into fifty-five (55) single-family lots within the Single-Family Moderate (SF-3) zone. This is a reduction of one (1) lot from the preliminary approval. The proposal includes construction of private roads with cul-de-sacs, on-site stormwater facilities, and critical area tracts. Approximately 117,000 cubic yards of total cut and fill was proposed. The applicant utilized wetland and stream buffer averaging to facilitate access to the northwestern area of the site. The application materials and proposed plans are included in Exhibit B.

Since application, there have been two (2) minor modifications to the preliminary approval, which may be administratively approved consistent with EMC 16.04.120:

- On April 24, 2020, a minor modification to relocate two lots and provide greater separation from a critical slope was approved, City of Edgewood File #20-1035.
- On June 7, 2023 a minor modification to convert one lot into a utility tract for a sewer lift station was approved, City of Edgewood File #23-1170.

B. Existing Site / Vicinity Conditions

Lot Size:	43.7 acres
Current Land Use:	Vacant land with site improvements installed
Site Description:	The property is an irregularly shaped site that ten (10) parcels. Parcel 042016-4001, located in the west-central portion of the site, was formerly used as a gravel pit/borrow source. The site contains steep, approximate 2H:1V (Horizontal to Vertical), reclaimed slopes.
Critical Areas:	☐ The site contains no critical areas. ☒ The site contains the following types of critical areas: ☒ Wetlands (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 Properties:

North:	Existing Land Use:	Residential – Single-Family and Religious Assembly
	Future Land Use:	Single-Family Moderate and Mixed Use Residential
	Zoning:	Single-Family Moderate (SF-3) and Mixed Use Residential (MUR)
South:	Existing Land Use:	None, Vacant (Undeveloped Land)
	Future Land Use:	Single-Family Moderate
	Zoning:	Single-Family Moderate (SF-3)
East:	Existing Land Use:	Residential – Single-Family
	Future Land Use:	Single-Family Moderate
	Zoning:	Single-Family Moderate (SF-3)
West:	Existing Land Use:	Residential – Single-Family
	Future Land Use:	Single-Family Moderate
	Zoning:	Single-Family Moderate (SF-3)

SECTION III. FINAL PLAT APPROVAL PROCESS

Final plat approval must be made by the legislative body (City Council). The final plat approval is in the nature of a ministerial, non-discretionary process; that is, if the applicant meets the terms of preliminary approval and the plan conforms to state law and local ordinances, final approval must be granted (RCW 58.17.170).

The final plat is reviewed by staff for conformance with preliminary plat approval conditions and all applicable laws and regulations. In this report, City staff is submitting written findings and a recommendation to the City Council for final plat approval.

Pursuant to EMC Section 16.04.160 and RCW 58.17.170(1), "when the legislative body of the city . . . finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval and that said subdivision meets the requirements of Chapter 58.17 RCW, other applicable state laws and any local ordinances adopted under this chapter which were in effect at the time of preliminary plat approval, it shall suitably inscribe and execute its written approval on the face of the plat."

SECTION IV. PROJECT ANALYSIS AND STAFF FINDINGS

A. Conformance with the Comprehensive Plan

The Comprehensive Plan designation of the property is Single-Family Moderate. uses in the Single Family Moderate designation are intended to preserve and maintain established residential neighborhoods. Allowable uses include single family detached dwelling units and compatible uses. The maximum number of allowable dwelling units in the Single Family Moderate designation is three (3) dwelling units per acre. Staff finds the proposed subdivision is in conformance with the Comprehensive Plan. See **Exhibit B.**

B. Conformance with the City of Edgewood Zoning Ordinance (EMC Title 18)

The zoning designation of the property is SF-3. The preliminary plat approval details the project's compliance with the zoning designation applicable to the proposed development which includes a public road, stormwater drainage and pond tract, shared access and utilities tracts, and critical areas and open space tracts, as well as pedestrian amenities and road improvements. The site is approximately 43.7 acres in size. The plat, as conditioned by the Hearing Examiner to include a maximum of 56 lots, provides 55 lots with a net density of 2.3 dwelling units per acre, consistent with the allowed density for the SF-3 zone classification. See **Exhibit B.**

All lots have sufficient building area to accommodate a reasonably sized, single-family residential home. The building permit process will include review of zoning provisions applicable to the individual lot development and assure compliance with lot development standards.

C. Conformance with the City of Edgewood Subdivision Ordinance (EMC Title 16)

The applicant submitted a final plat application in conformance with EMC 16.04.100-16.04.180. The final plat and associated submittals have been reviewed against the approved project conditions and subdivision standards. Staff finds the proposed subdivision conforms to EMC Title 16. See **Exhibits B, D, and E.**

D. Conformance with Hearing Examiner's Conditions of Approval

The Hearing Examiner imposed thirty (27) conditions of approval on the Wolf Point Preliminary Plat. These Hearing Examiner Conditions are in addition to the MDNS mitigation measures and other code requirements to be met during the development phase of the subdivision construction.

Hearing Examiner conditions imposed on the project included a number of procedural and informative conditions specifying the duration of the permit approval, final plat permit submittal and final plat recording requirements. The applicant has conformed to the procedural requirements for Final Plat approval at this time. Staff will coordinate receipt, signing and recording of the final documents with the applicant to assure all recording requirements are met. See Exhibits D and E.

E. Conformance with the City of Edgewood Engineering Requirements

The City's Public Works staff and City Engineer have reviewed the civil design, construction drawings and final plat application with the purpose to promote the public health, safety, and welfare in accordance with the standards established by the state and the City to provide and promote safe, convenient vehicle access on public and private streets, to facilitate the adequate provision of public water and sewer service and for the proper handling of stormwater.

The City Engineer issued a City Engineer's Certificate of Improvements for Wolf Point Subdivision, files #17 1444 & 19-1413, for site development improvements in accordance with Chapter 16.04 EMC on January 17, 2024. The City Engineer determined partial completion of the required improvements and satisfactory financial guarantees were provided. See Exhibit F.

SECTION V. CONCLUSIONS AND RECOMMENDATION

Based on the information above and materials provided in the file, City of Edgewood staff concludes that the final plat meets the applicable requirements for final plat approval. The applicant has completed required improvements for the development, and submitted performance bonds for right-of-way, utility, surface water improvements, wetland and stream mitigation, and landscaping.

Therefore, staff recommends that the City Council adopt the findings in this report and APPROVE the Final Plat of Wolf Point Subdivision, City of Edgewood File #24-1013, subject to completion of the bonded improvements and recording of the Final Plat with the Pierce County Auditor.

Silas Read

Silas Read, Associate Planner
Community and Economic Development Department

03/07/2024
Date

WOLF POINT A PLAT COMMUNITY

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 15 AND A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
A PORTION OF GOVERNMENT LOTS 4 AND 6 IN THE NE 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 20 N., RANGE 4 E., W.M.
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

DEDICATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HERBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, WETLANDS, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS OR TRACT TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.
FURTHER THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FOR THE UNDERSIGN, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF EDGEWOOD, ITS SUCCESSORS AND ASSIGNS TO WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF EDGEWOOD.
FURTHER THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF EDGEWOOD, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIM BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF EDGEWOOD, ITS SUCCESSORS AND ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF EDGEWOOD, ITS SUCCESSORS, OR ASSIGNS.
THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

TRACT "K", A PUBLIC UTILITY TRACT, IS HEREBY DEDICATED TO THE CITY OF EDGEWOOD FOR PUBLIC UTILITY PURPOSES UPON THE RECORDING OF THIS PLAT. THE CITY OF EDGEWOOD IS HEREBY RESPONSIBLE FOR THE PUBLIC UTILITY FACILITIES LOCATED WITHIN SAID TRACT.

WE DEDICATE TO THOSE ENTITIES, AS SHOWN ON THE PLAT, THE EASEMENTS AND TRACTS FOR THE USES SPECIFIED.

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED WOLF POINT, A PLAT COMMUNITY SOLELY AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSES.

THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WOLF POINT, RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE

NO. _____

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

SSHI LLC,
A DELAWARE LIMITED LIABILITY COMPANY, DBA D.R. HORTON

BY: SHLR WASHINGTON, INC. A WASHINGTON CORPORATION

ITS: MANAGER

_____

BY: ASHLEY JOHNSON

ITS: SEATTLE DIVISION VICE PRESIDENT AND CITY MANAGER

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20___, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED ASHLEY JOHNSON TO ME PERSONALLY KNOWN (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE SEATTLE DIVISION VICE PRESIDENT AND CITY MANAGER OF SSHI LLC, DBA D.R. HORTON, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

_____
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING IN _____
MY COMMISSION EXPIRES: _____

_____
PRINT NOTARY NAME

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT STEPHEN H. WOODS P.L.S. IS THE PERSON WHO APPEARED BEFORE ME, AND THAT SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

_____
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING IN _____
MY COMMISSION EXPIRES: _____

_____
PRINT NOTARY NAME

APPROVALS:

EDGEWOOD CITY COUNCIL

PURSUANT TO RESOLUTION _____, THE EDGEWOOD CITY COUNCIL FINDS THIS PLAT CONFORMS TO ALL TERMS OF ITS PRELIMINARY APPROVAL, APPLICABLE STATE AND LOCAL LAWS AND THE EDGEWOOD MUNICIPAL CODE, AND HEREBY AUTHORIZES THE MAYOR TO EXECUTE ITS WRITTEN APPROVAL ON THE FACE OF THE PLAT.

_____
CITY OF EDGEWOOD MAYOR DATE

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT OF WOLF POINT PLAT IS IN CONFORMANCE WITH THE CITY COMPREHENSIVE PLAN AND COMPLIES WITH THE CITY'S DEVELOPMENT REGULATIONS UNDER GHMC TITLES 16 AND 17.
THE SUBDIVISION COMPLIES WITH THE CONDITIONS OF THE PRELIMINARY PLAT AND THE APPLICABLE PROVISIONS OF THE CITY OF EDGEWOOD DEVELOPMENT STANDARDS.

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20___.

_____
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR DATE

CITY ENGINEER'S CERTIFICATE:

THE SUBDIVISION COMPLIES WITH THE APPLICABLE PROVISIONS OF THE CITY OF EDGEWOOD PUBLIC WORKS CONSTRUCTION STANDARDS.

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20___.

_____
CITY ENGINEER, CITY OF EDGEWOOD, WASHINGTON DATE

COUNTY ASSESSOR – TREASURER:

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

_____
ASSESSOR-TREASURER, PIERCE COUNTY, WASHINGTON DATE

RECORDING CERTIFICATE:

FILED FOR RECORD AT THE REQUEST OF THE CITY OF EDGEWOOD
THIS _____ DAY OF _____, 20 _____ ,
AT _____ MINUTES PAST _____ ___.M. AND RECORDED IN
VOLUME _____ OF PLATS, PAGE(S) _____
RECORDS OF PIERCE COUNTY, WASHINGTON.
RECORDING NUMBER _____.

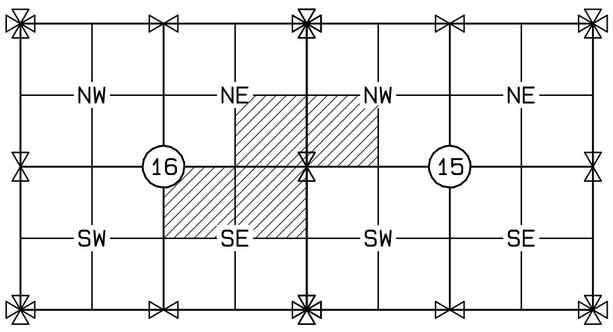
_____
PIERCE COUNTY AUDITOR
FEE: _____

BY: _____

LAND SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SSHI LLC, A DELAWARE LIMITED LIABILITY COMPANY, DBA D.R. HORTON, ON JANUARY 9, 2024. I HEREBY CERTIFY THAT THIS MAP FOR WOLF POINT A PLAT COMMUNITY IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

_____ 3/5/24
STEPHEN H. WOODS, P.L.S. 38965 DATE



STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED
PROFESSIONAL LAND SURVEYOR
3/5/24

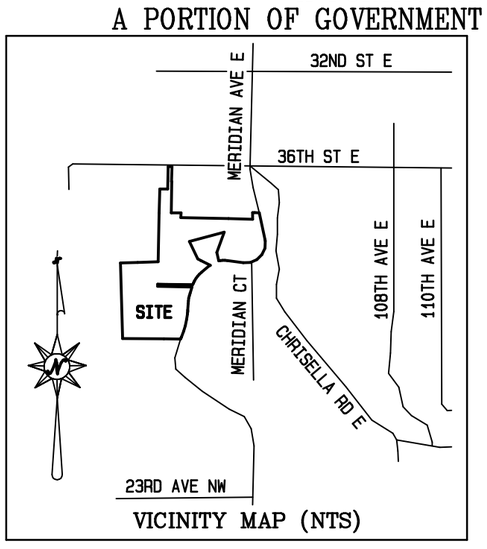
CONTOUR
ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
4706 97th Street NW, Suite #100, Gig Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

SE-NE & NE, NW, SW-SE 16-20N-4E

VOLUME/PAGE

WOLF POINT A PLAT COMMUNITY

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 15 AND A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
A PORTION OF GOVERNMENT LOTS 4 AND 6 IN THE NE 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 20 N., RANGE 4 E., W.M.
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON



VICINITY MAP (NTS)

SURVEYOR'S NOTES:

1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A TWO (2) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (TRIMBLE S-3) AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (TRIMBLE R-8). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 332-130-090.

2) UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE WHICH ARE VISIBLE OR HAVING VISIBLE EVIDENCE OF THEIR INSTALLATION ARE SHOWN HEREON.

3) THIS SURVEY REPRESENTS PHYSICAL IMPROVEMENT CONDITIONS AS THEY EXISTED JANUARY 8, 2024, THE DATE OF THIS FIELD SURVEY.

4) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT GUARANTEE NO. 0266267-16, DATED DECEMBER 19, 2023. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.

5) OFFSET DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PROPERTY LINES.

TRACT NOTES:

1) TRACT A IS A PUBLIC ACCESS AND UTILITY TRACT, FOR THE BENEFIT OF LOTS 17, 18 & 19, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT. SEE SANITARY SEWER EASEMENT PROVISION NOTE #9.

2) TRACT B IS A PUBLIC ACCESS AND UTILITY TRACT, FOR THE BENEFIT OF LOTS 22, 23 AND 24, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT. SEE SANITARY SEWER EASEMENT PROVISION NOTE #9.

3) TRACT C IS A CRITICAL AREA TRACT, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT.

4) TRACT D IS AN OPEN SPACE AND CRITICAL AREA TRACT, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT.

5) TRACT E IS A PUBLIC ACCESS AND UTILITY TRACT, FOR THE BENEFIT OF LOTS 51, 52, 53, 54 AND 55, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT. SEE SANITARY SEWER EASEMENT PROVISION NOTE #9.

6) TRACT F IS CRITICAL AREA TRACT, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT.

7) TRACT G IS AN OPEN SPACE AND STORM POND TRACT, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT.

8) TRACT H IS A CRITICAL AREA TRACT, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT.

9) TRACT I IS A WETLAND BUFFER TRACT, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT.

10) TRACT J IS A STORM POND TRACT, TO BE MAINTAINED BY WOLF POINT HOME OWNERS ASSOCIATION. ALL LOTS HAVE AN UNDIVIDED INTEREST IN SAID TRACT.

11) TRACT K IS A PUBLIC UTILITY TRACT, TO BE DEDICATED TO THE CITY OF EDGEWOOD FOR PUBLIC UTILITY PURPOSES UPON RECORDING OF THIS PLAT.

PLAT NOTES:

1) THIS SITE LIES WITHIN WETLAND, CRITICAL FISH, WILDLIFE HABITAT AND AQUIFER RECHARGE AREAS AS DEFINED IN EMC TITLE 14. RESTRICTION ON USE OR ALTERATION OF THE SITE MAY EXIST DUE TO NATURAL CONDITIONS OF THE SITE AND RESULTING REGULATION.

2) THE CRITICAL AREAS APPEARING ON THIS FINAL PLAT CONTAIN AREAS OF NATIVE VEGETATION INTENDED TO BUFFER THE CRITICAL AREA FROM THE ADVERSE EFFECTS OF DEVELOPMENT. THESE CRITICAL AREAS SHALL REMAIN AND BE MAINTAINED IN A NATURAL, UNDEVELOPED, OPEN SPACE STATE. THERE SHALL BE NO CLEARING AND GRADING OR CONSTRUCTION WITHIN THE CRITICAL AREAS, EXCEPT AS SHOWN ON PLANS OR DOCUMENTS APPROVED BY THE CITY OF EDGEWOOD AND CONTAINED IN THE OFFICIAL FILES FOR THIS DEVELOPMENT. EACH CRITICAL AREA SHALL REMAIN UNDISTURBED EXCEPT FOR PERIODIC WATERING AND HAND WEEDING OF PLANTS DESIGNATED AS NOXIOUS BY THE STATE OF WASHINGTON.

3) THE ARTICLES OF INCORPORATION FOR WOLF POINT HOMEOWNERS ASSOCIATION ARE ON FILE WITH THE STATE OF WASHINGTON, IN THE CITY OF OLYMPIA.

4) RESIDENTIAL FIRE SPRINKLERS WILL BE REQUIRED FOR ALL LOTS WITHIN THE PLAT.

MAINTENANCE COVENANT

EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED HEREIN ON THE PLAT FOR WOLF POINT A PLAT COMMUNITY. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF WOLF POINT HOME OWNERS ASSOCIATION AS ESTABLISHED BY COVENANT RECORDED UNDER AUDITOR'S FILE NUMBER_____.

EASEMENT PROVISIONS:

1) A 10' WIDE PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO PUGET SOUND ENERGY, CITY OF EDGEWOOD, LUMEN TECHNOLOGIES, PIERCE COUNTY, COMCAST AND ANY OTHER PRIVATE UTILITY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. UNDER AND ACROSS THE EXTERIOR 10 FEET OF ALL LOTS, TRACTS AND OPEN SPACES WITHIN THE PLAT LYING PARALLEL WITH AND ADJOINING THE PROPOSED PUBLIC AND PRIVATE ROADS TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE USE, CABLE TELEVISION, OR FOR OTHER PURPOSES, SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

2) ALL PRIVATE STORM DRAINAGE EASEMENTS AND THE 5' WIDE PRIVATE STORM DRAINAGE EASEMENT UNDER AND ACROSS THOSE LOTS AS DEPICTED ON THIS PLAT, FOR THE BENEFIT OF ALL LOTS, ARE HEREBY GRANTED AND CONVEYED TO THE OWNERS OF ALL LOTS. THE OWNERS OF SAID LOTS THAT SHARE A COMMON DRAINAGE CONNECTION SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAIN LOCATED UPSTREAM FROM THE POINT OF CONNECTION.

3) AN EMERGENCY VEHICLE TURNAROUND EASEMENT OVER AND ACROSS LOTS 17 AND 18 IS DEPICTED ON THIS PLAT. NO PARKING SHALL BE ALLOWED IN SAID EMERGENCY VEHICLE TURNAROUND. WOLF POINT HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE TURNAROUND FACILITIES WITHIN SAID EASEMENT.

4) A VARIABLE WIDTH PRIVATE STORM DRAINAGE EASEMENT UNDER AND ACROSS TRACT D, LOTS 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 AND 55 AS DEPICTED ON THIS PLAT, IS HEREBY GRANTED AND CONVEYED TO WOLF POINT HOME OWNERS ASSOCIATION FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH STORM DRAINAGE SERVICES.

5) A 15' WIDE PUBLIC WATER EASEMENT UNDER AND ACROSS TRACT D AS DEPICTED ON THIS PLAT, IS HEREBY GRANTED AND CONVEYED TO MT. VIEW EDGEWOOD WATER FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH WATER SERVICES.

6) A 10' WIDE PUBLIC WATER EASEMENT UNDER AND ACROSS LOTS 17, 18, 19 AND 20 AS DEPICTED ON THIS PLAT, IS HEREBY GRANTED AND CONVEYED TO MT. VIEW EDGEWOOD WATER FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH WATER SERVICES.

7) A 5' WIDE PUBLIC WATER EASEMENT UNDER AND ACROSS LOTS 50, 51, 52, 53 AND 54 AS DEPICTED ON THIS PLAT, IS HEREBY GRANTED AND CONVEYED TO MT. VIEW EDGEWOOD WATER FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH WATER SERVICES.

8) A 20' WIDE PRIVATE DRAINAGE EASEMENT UNDER AND ACROSS TRACT C AS DEPICTED ON THIS PLAT, IS HEREBY GRANTED AND CONVEYED TO WOLF POINT HOME OWNERS ASSOCIATION FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH STORM DRAINAGE.

9) AN EASEMENT IS HEREBY IRREVOCABLY RESERVED FOR AND GRANTED TO THE CITY OF EDGEWOOD AND ITS AGENTS, SUCCESSORS AND ASSIGNS, FOR SO LONG AS IT SHALL OWN AND MAINTAIN THE UTILITIES REFERENCED HEREIN UNDER AND UPON THE AREA SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "SANITARY SEWER EASEMENT" (SSE) TO INSTALL, MAINTAIN, REPLACE, REPAIR AND OPERATE SEWER MAINS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR PURPOSES INCIDENT THERETO. NO BUILDING, WALL, ROCKERY, FENCE, TREES OR STRUCTURE OF ANY KIND SHALL BE ERECTED OR PLANTED, NOR SHALL ANY FILL MATERIAL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA. NO EXCAVATION SHALL BE MADE WITHIN THREE (3) FEET OF SAID SEWER SERVICE FACILITIES AND THE SURFACE LEVEL OF THE GROUND WITHIN THE EASEMENT AREA SHALL BE MAINTAINED AT THE ELEVATION AS CURRENTLY EXISTING. GRANTOR HEREBY AGREES THAT NO WATER AND/OR SEWER SYSTEM FACILITY OR APPURTENANCE OF ANY KIND SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN OR PROXIMATE TO SAID EASEMENT, UNLESS SUCH INSTALLATION IS APPROVED BY THE CITY OF EDGEWOOD AND IS IN CONFORMANCE WITH THE THEN-CURRENT EDITION OF THE CRITERIA FOR SEWAGE WORKS DESIGN PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY. GRANTOR HEREBY FURTHER AGREES THAT NO OTHER UTILITY FACILITY OR APPURTENANCE OF ANY KIND, INCLUDING UTILITY SERVICE CONNECTIONS, SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER AUTHORITY OF GRANTOR, WITHIN THREE FEET (3), MEASURED HORIZONTALLY FOR PARALLEL ALIGNMENTS, OR WITHIN SIX INCHES (6), MEASURED VERTICALLY FOR CROSSING OR PERPENDICULAR ALIGNMENTS, OF ANY PORTION OF THE CITY OF EDGEWOOD S SEWER FACILITIES. GRANTOR ADDITIONALLY GRANTS TO THE CITY OF EDGEWOOD AND ITS AGENTS, SUCCESSORS AND ASSIGNS THE USE OF SUCH ADDITIONAL AREA IMMEDIATELY ADJACENT TO SAID EASEMENT AREA AS SHALL BE REQUIRED FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID SEWER FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO A REASONABLE MINIMUM AND BE RETURNED TO THE CONDITION EXISTING IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE CITY OF EDGEWOOD, ITS AGENTS, SUCCESSORS AND ASSIGNS. IN ADDITION TO THE OTHER RESTRICTIONS HEREIN, GRANTOR SHALL NOT CONVEY TO A THIRD PARTY ANY EASEMENT OR OTHER INTEREST OR RIGHT OF USE OF PROPERTY SUBJECT TO THE EASEMENT THAT WOULD IMPAIR OR LIMIT THE USE OF THE EASEMENT RIGHTS GRANTED HEREIN.

BASIS OF BEARING:

GRID NORTH. BASED UPON GLOBAL POSITIONING SYSTEM (GPS) LAMBERT GRID WASHINGTON STATE SOUTH ZONE COORDINATES. THE NORTH AMERICAN DATUM OF 1983/2011 (NAD 83/2011 EPOCH 2010.00) GRID COORDINATES WERE FOUND TO BE 690850.68 / 1194622.69 AT A 2 1/2" BRASS DISK WITH "X", AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.. THE INVERSE OF BOTH THE SEA LEVEL CORRECTION FACTOR OF 0.9999998595 AND THE GRID SCALE FACTOR OF 0.9999748561 WAS APPLIED TO THE GRID COORDINATES FOR SHOWN GROUND DISTANCES.

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED
PROFESSIONAL LAND SURVEYOR
3/5/24

CONTOUR ENGINEERING • LLC
CIVIL ENGINEERS~SURVEYORS~LAND PLANNERS
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SE-NE & NE, NW, SW-SE 16-20N-4E

VOLUME/PAGE

WOLF POINT A PLAT COMMUNITY

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 15 AND A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
A PORTION OF GOVERNMENT LOTS 4 AND 6 IN THE NE 1/4 AND NW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 20 N., RANGE 4 E., W.M.
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

ORIGINAL LEGAL DESCRIPTION:

PARCEL A (PN 0420165030):

LOT 2, AS SHOWN ON SHORT PLAT NUMBER 77-169, RECORDED UNDER RECORDING NO. 7703180169, RECORDS OF PIERCE COUNTY, WASHINGTON;

EXCEPT THE EAST 4.00 FEET OF THE NORTH 209.00 FEET;

TOGETHER WITH THE EAST 30 FEET OF LOT 1, AS SHOWN ON SAID SHORT PLAT NO. 77-169, FILED WITH THE PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON;

ALSO KNOWN AS REVISED PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED MARCH 14, 2008 UNDER RECORDING NO. 200803145001.

PARCEL B (PN 0420161107):

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY LINE OF MERIDIAN STREET NORTH (PUYALLUP EDGEWOOD COUNTY ROAD);

TOGETHER WITH PARCEL "C" OF BOUNDARY LINE REVISION, RECORDED UNDER AUDITOR'S NO. 9202030477, DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THAT PART OF THE NORTH 8.7 ACRES OF GOVERNMENT LOT 6, IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., LYING NORTH OF THE PUYALLUP-EDGEWOOD COUNTY ROAD (SR 161) AND EAST OF THE PROPERTY CONVEYED TO EDWARD GROSSO ON NOVEMBER 15, 1950, PER INSTRUMENT FILED UNDER AUDITOR'S NO. 1575906;

EXCEPT THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;
THENCE SOUTH 0°34' EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 102.16 FEET TO A POINT ON THE SEMI-TANGENT OF THE PUYALLUP EDGEWOOD HIGHWAY;
THENCE NORTH 83°39'30" WEST ALONG THE CENTER LINE OF SAID ROAD, 506.12 FEET TO A STONE MONUMENT AND THE TRUE PLACE OF BEGINNING FOR THIS DESCRIPTION;
THENCE SOUTH 62°06'30" WEST, 124.84 FEET;
THENCE NORTH 64°17'15" WEST, 187.18 FEET;
THENCE NORTH 26°55'30" WEST, 272.32 FEET;
THENCE NORTH 73°35'06" EAST 500.72 FEET;
THENCE SOUTH 18°19'15" WEST, 300.73 FEET;
THENCE SOUTH 14°30'30" EAST, 127.41 FEET;
THENCE NORTH 83°39'30" WEST 15.49 FEET TO THE TRUE PLACE OF BEGINNING;

EXCEPT THOSE PORTIONS LYING WITHIN THE LANDS DESCRIBED IN DEEDS RECORDED UNDER AUDITOR'S NOS. 1615156, 8502010075 AND 9406150610.

PARCEL C (PN 0420164085):

A PORTION OF LOT 4 AND 6, SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 (ALSO KNOWN AS THE NORTHWEST CORNER OF THE WILLIAM BENSTON DLC), SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;
THENCE SOUTH 89°42'22" EAST, ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 250.13 FEET;
THENCE NORTH 01°33'16" WEST, PARALLEL WITH AND 250 FEET EAST OF THE PUYALLUP INDIAN RESERVATION A DISTANCE OF 1058.27 FEET TO THE NORTH LINE OF SAID LOT 4;
THENCE NORTH 88°17'35" EAST, ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 239.84 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°17'35" EAST A DISTANCE OF 416.79 FEET TO THE EAST LINE OF THE WEST 130 FEET OF LOT 6 IN SAID SECTION 16, BEING 1207.16 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 16;
THENCE SOUTH 01°07'42" WEST, PARALLEL TO THE EAST LINE OF SAID LOT 6 A DISTANCE OF 318.40 FEET;
THENCE NORTH 89°03'18" WEST A DISTANCE OF 130.00 FEET TO THE WEST LINE OF SAID LOT 6;
THENCE NORTH 01°07'42" EAST, PARALLEL TO THE EAST LINE OF SAID LOT 6 A DISTANCE OF 141.84 FEET;
THENCE NORTH 46°58'48" WEST A DISTANCE OF 35.04 FEET;
THENCE NORTH 43°42'18" WEST A DISTANCE OF 21.50 FEET;
THENCE NORTH 79°18'48" WEST A DISTANCE OF 43.81 FEET;
THENCE SOUTH 80°01'31" WEST A DISTANCE OF 68.87 FEET;
THENCE SOUTH 84°37'08" WEST A DISTANCE OF 20.63 FEET;
THENCE SOUTH 83°33'40" WEST A DISTANCE OF 42.44 FEET;
THENCE NORTH 86°24'36" WEST A DISTANCE OF 31.33 FEET;
THENCE NORTH 78°24'55" WEST A DISTANCE OF 35.15 FEET;
THENCE NORTH 67°08'08" WEST A DISTANCE OF 5.94 FEET;
THENCE NORTH 00°59'36" EAST A DISTANCE OF 122.50 FEET TO THE POINT OF BEGINNING;
(ALSO KNOWN AS NEW PARCEL "B" OF CITY OF EDGEWOOD BOUNDARY LINE ADJUSTMENT NO. 4753, RECORDED UNDER RECORDING NUMBER 201409085001)

PARCEL D (PN 0420164093):

A PORTION OF THE NORTH 8.7 ACRES OF LOT 6 IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M.;
THENCE SOUTH 0°34' EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 102.16 FEET TO THE POINT ON THE SEMI-TANGENT OF THE PUYALLUP EDGEWOOD HIGHWAY;
THENCE NORTH 83°39'30" WEST ALONG THE CENTERLINE OF SAID HIGHWAY 506.12 FEET TO A STONE MONUMENT;
THENCE SOUTH 62°6'30" WEST 124.84 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;
THENCE NORTH 64°17'15" WEST 187.18 FEET;
THENCE NORTH 26°55'30" WEST 30 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16;
THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE NORTHWEST CORNER THEREOF;
THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTH LINE OF THE NORTH 8.7 ACRES THEREOF;
THENCE EAST TO THE WESTERLY LINE OF THE PUYALLUP EDGEWOOD HIGHWAY NO. 5D;
THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID COUNTY ROAD TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

EXCEPT THE WEST 130 FEET THEREOF.

ALSO,

ALL THAT PART OF THE NORTH ONE-THIRD OF GOVERNMENT LOT 6, IN SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 16, RUNNING NORTH 88°58'30" WEST 1334.44 FEET;
THENCE SOUTH 0°55'30" WEST 380.81 FEET;
THENCE SOUTH 89°15'30" EAST 1334.44 FEET;
THENCE NORTH 0°55'30" EAST 374.25 FEET TO THE POINT OF BEGINNING, LYING WEST OF THE PUYALLUP EDGEWOOD COUNTY ROAD;

EXCEPT THE WEST 130 FEET THEREOF;
ALSO EXCEPT THAT PORTION LYING WITHIN THE BOUNDARIES OF THE NORTH 8.7 ACRES OF SAID GOVERNMENT LOT 6;
AND ALSO EXCEPT THE SOUTH 60 FEET OF SAID PREMISES CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED FEBRUARY 3, 1971 UNDER RECORDING NO. 2377719.

PARCEL E (PN 0420164094):

THE SOUTH 60 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE NORTH 8.7 ACRES OF LOT 6 IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16;
THENCE SOUTH 0°34' EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER 102.16 FEET TO THE POINT ON THE SEMI-TANGENT OF THE PUYALLUP EDGEWOOD HIGHWAY;
THENCE NORTH 83°39'30" WEST ALONG THE CENTERLINE OF SAID HIGHWAY 506.12 FEET TO A STONE MONUMENT;
THENCE SOUTH 62°06'30" WEST 124.34 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 64°17'15" WEST 187.18 FEET;
THENCE NORTH 26°55'30" WEST 30 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16;
THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE NORTHWEST CORNER THEREOF;
THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTH LINE OF THE NORTH 8.7 ACRES THEREOF;
THENCE EAST TO THE WESTERLY LINE OF THE PUYALLUP EDGEWOOD HIGHWAY NO. 5D;
THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID COUNTY ROAD TO THE TRUE POINT OF BEGINNING;

EXCEPT THE WEST 130 FEET THEREOF;

TOGETHER WITH ALL THAT PORTION OF THE NORTH ONE-THIRD OF GOVERNMENT LOT 6, IN SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, OF THE W.M., IN PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 16,
RUNNING NORTH 88°58'30" WEST 1,334.44 FEET;
THENCE SOUTH 0°55'30" WEST 380.81 FEET;
THENCE SOUTH 89°15'30" EAST 1,334.44 FEET;
THENCE NORTH 0°55'30" EAST 374.23 FEET TO THE POINT OF BEGINNING, LYING WEST OF THE PUYALLUP EDGEWOOD COUNTY ROAD;

EXCEPT THE WEST 130 FEET THEREOF;
EXCEPT THAT PORTION LYING WEST IN THE BOUNDARIES OF THE NORTH 8.7 ACRES OF GOVERNMENT LOT 6.

PARCEL F (PN 0420164001):

A PORTION OF LOT 4, SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 (ALSO KNOWN AS THE NORTHWEST CORNER OF THE WILLIAM BENSTON DLC), SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON:
THENCE SOUTH 89°42'22" EAST, ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 250.13 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 01°33'16" WEST, PARALLEL WITH AND 250 FEET EAST OF THE PUYALLUP INDIAN RESERVATION A DISTANCE OF 1058.27 FEET TO THE NORTH LINE OF SAID LOT 4;
THENCE NORTH 88°17'35" EAST, ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 239.84 FEET;
THENCE SOUTH 00°59'36" WEST A DISTANCE OF 122.50 FEET;
THENCE SOUTH 67°08'08" EAST A DISTANCE OF 5.94 FEET;
THENCE SOUTH 78°24'55" EAST A DISTANCE OF 35.15 FEET;
THENCE SOUTH 86°24'36" EAST A DISTANCE OF 31.33 FEET;
THENCE NORTH 83°33'40" EAST A DISTANCE OF 42.44 FEET;
THENCE NORTH 84°37'08" EAST A DISTANCE OF 20.63 FEET;
THENCE NORTH 80°01'31" EAST A DISTANCE OF 68.87 FEET;
THENCE SOUTH 79°18'48" EAST A DISTANCE OF 43.81 FEET;
THENCE SOUTH 43°42'18" EAST A DISTANCE OF 21.50 FEET;
THENCE SOUTH 46°58'48" EAST A DISTANCE OF 35.04 FEET TO THE EAST LINE OF SAID LOT 4;
THENCE SOUTH 01°07'42" WEST, ALONG SAID EAST LINE BEING PARALLEL TO THE EAST LINE OF LOT 6 IN SAID SECTION 16 A DISTANCE OF 904.88 FEET TO THE SOUTH LINE OF SAID LOT 4 (ALSO KNOWN AS THE NORTH LINE OF WILLIAM BENSTON DONATION LAND CLAIM);
THENCE NORTH 89°42'22" WEST, ALONG SAID LINE A DISTANCE OF 476.34 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS NEW PARCEL "A" OF CITY OF EDGEWOOD BOUNDARY LINE ADJUSTMENT NO. 4753, RECORDED UNDER RECORDING NUMBER 201409085001.)

PARCEL G (PN 0420164100 & PN 0420164099):

BEGINNING 30 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 6, SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY WASHINGTON;
THENCE NORTH 350.81 FEET;
THENCE EAST 637.73 FEET
THENCE SOUTH 347.67 FEET, TO A POINT 30 FEET NORTH OF THE SOUTH LINE OF SAID GOVERNMENT LOT 6;
THENCE WEST 637.74 FEET TO THE POINT OF BEGINNING;

EXCEPT PORTION THEREOF LYING EAST OF COUNTY ROAD;
AND EXCEPT PUYALLUP EDGEWOOD HIGHWAY.

PARCEL H (PN 0420164028):

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY, LYING WEST OF THE PUYALLUP-EDGEWOOD COUNTY ROAD, BEING A TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 88°58'30" WEST 30 FEET AND SOUTH 0°55'30" WEST 404.25 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M.;
THENCE SOUTH 0°55'30" WEST 374.25 FEET;
THENCE NORTH 89°32'50" WEST 1395.46 FEET;
THENCE NORTH 0°55'30" EAST 380.81 FEET;
THENCE SOUTH 89°15'50" EAST 1395.46 FEET TO THE POINT OF BEGINNING.

PARCEL I (PN 0420164061):

ALL OF THE FOLLOWING DESCRIBED PROPERTY LYING WEST OF THE PUYALLUP-EDGEWOOD ROAD:

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 6, IN SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;
THENCE SOUTH 89°49' EAST 407.20 FEET;
THENCE NORTH 0°55'30" EAST 30 FEET;
THENCE NORTH 89°49' WEST 407.20 FEET;
THENCE SOUTH 0°55'30" WEST 30 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED PROFESSIONAL LAND SURVEYOR
3/5/24

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CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

TITLE REPORT ITEM NOTES:

1) ITEM CONCERNING A BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 9202030477.

2) A DRAINFIELD EASEMENT RECORDED UNDER RECORDING NOS. 9308120614 AND 9403310206. SHOWN HEREON.

3) A FIBER-OPTIC EASEMENT RECORDED UNDER RECORDING NOS. 200008150737. SHOWN HEREON.

4) ITEM CONCERNING CITY OF EDGEWOOD BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 200803145001.

5) ITEM CONCERNING A BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 201409085001.

6) AN EASEMENT FOR STORM DRAINAGE, DETENTION POND AND INGRESS & EGRESS RECORDED UNDER RECORDING NO.201501080335. SHOWN HEREON.

7) ITEM CONCERNING BARGAIN AND SALE MINERAL DEED RECORDED UNDER RECORDING NO. 202104150553. NON-SURVEY RELATED.

8) A STORM DRAINAGE EASEMENT RECORDED UNDER RECORDING NO. 202201270503. EASEMENT IS OFFSITE. NOT SHOWN HEREON.

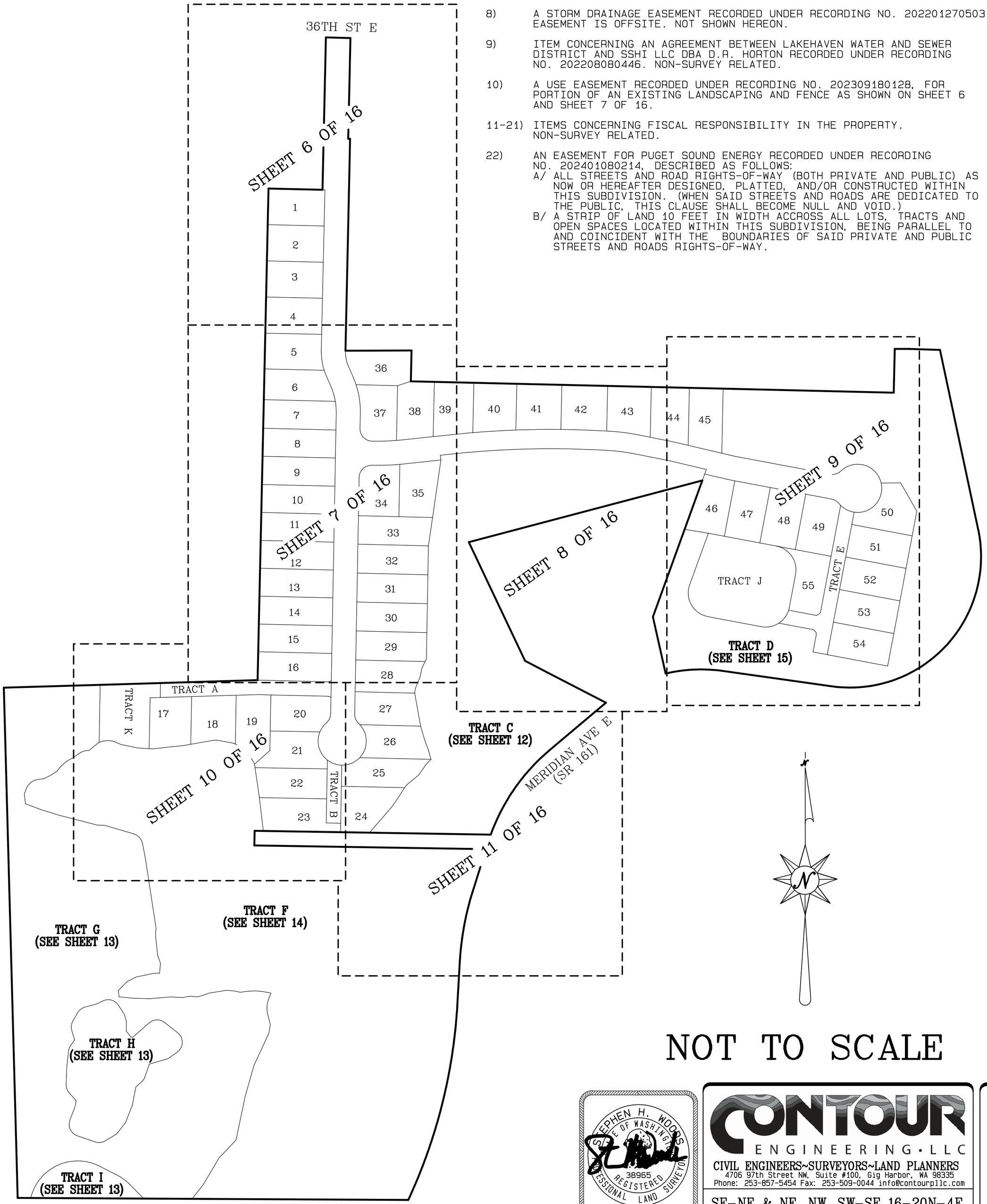
9) ITEM CONCERNING AN AGREEMENT BETWEEN LAKEHAVEN WATER AND SEWER DISTRICT AND SSHI LLC DBA D.R. HORTON RECORDED UNDER RECORDING NO. 202208080446. NON-SURVEY RELATED.

10) A USE EASEMENT RECORDED UNDER RECORDING NO. 202309180128, FOR PORTION OF AN EXISTING LANDSCAPING AND FENCE AS SHOWN ON SHEET 6 AND SHEET 7 OF 16.

11-21) ITEMS CONCERNING FISCAL RESPONSIBILITY IN THE PROPERTY. NON-SURVEY RELATED.

22) AN EASEMENT FOR PUGET SOUND ENERGY RECORDED UNDER RECORDING NO. 202401080214, DESCRIBED AS FOLLOWS:
A/ ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THIS SUBDIVISION. (WHEN SAID STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)
B/ A STRIP OF LAND 10 FEET IN WIDTH ACCROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THIS SUBDIVISION, BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF SAID PRIVATE AND PUBLIC STREETS AND ROADS RIGHTS-OF-WAY.

INDEX MAP:



NOT TO SCALE

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
REGISTERED
PROFESSIONAL LAND SURVEYOR
3/5/24

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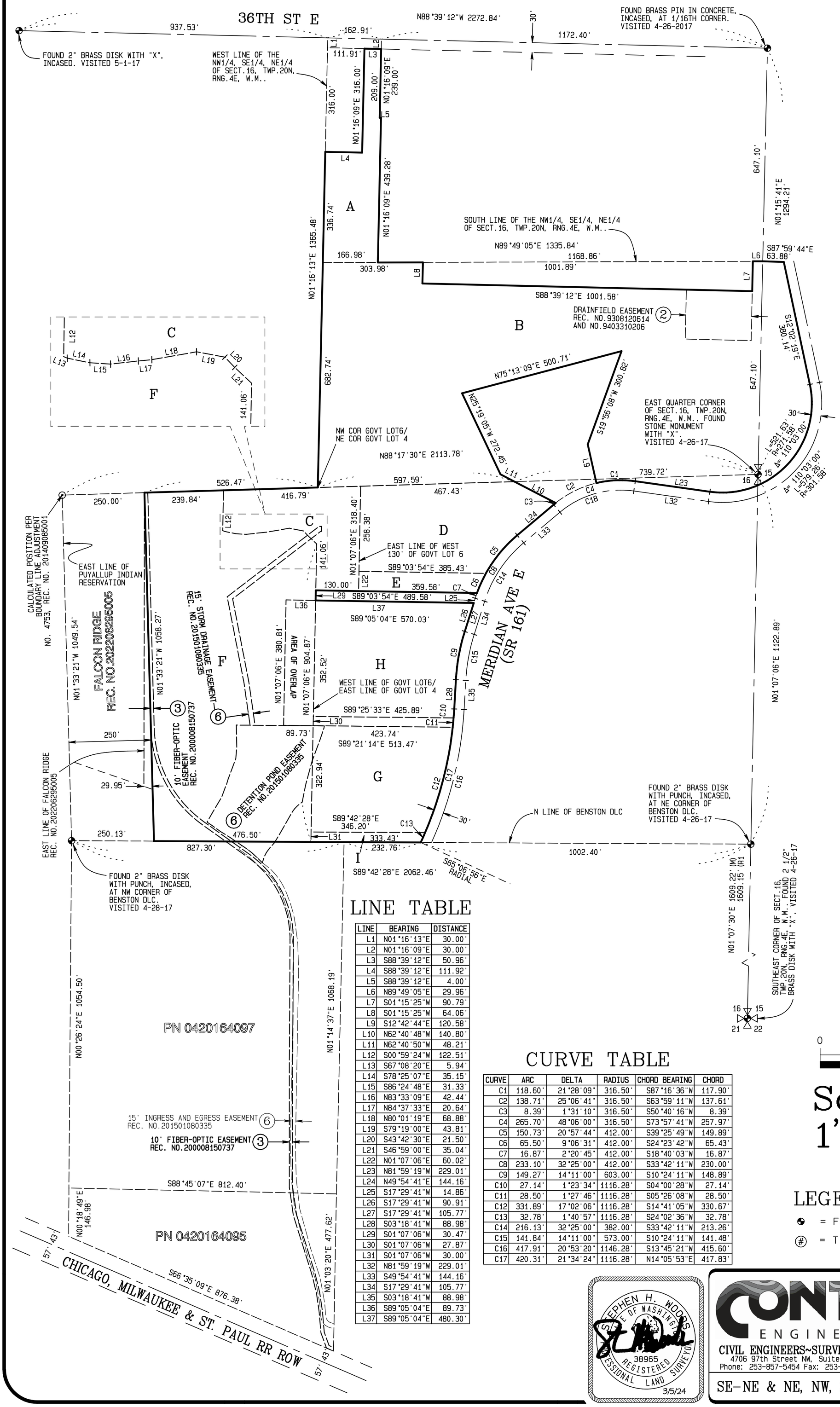
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

ORIGINAL PARCEL LAYOUT, EXISTING EASEMENTS & SURVEY CONTROL



LINE TABLE

LINE	BEARING	DISTANCE
L1	N01°16'13"E	30.00'
L2	N01°16'09"E	30.00'
L3	S88°39'12"E	50.96'
L4	S88°39'12"E	111.92'
L5	S88°39'12"E	4.00'
L6	N89°49'05"E	29.96'
L7	S01°15'25"W	90.79'
L8	S01°15'25"W	64.06'
L9	S12°42'44"E	120.58'
L10	N62°40'48"W	140.80'
L11	N62°40'50"W	48.21'
L12	S00°59'24"W	122.51'
L13	S67°08'20"E	5.94'
L14	S78°25'07"E	35.15'
L15	S86°24'48"E	31.33'
L16	N83°33'09"E	42.44'
L17	N84°37'33"E	20.64'
L18	N80°01'19"E	68.88'
L19	S79°19'00"E	43.81'
L20	S43°42'30"E	21.50'
L21	S46°59'00"E	35.04'
L22	N01°07'06"E	60.02'
L23	N81°59'19"W	229.01'
L24	N49°54'41"E	144.16'
L25	S17°29'41"W	14.86'
L26	S17°29'41"W	90.91'
L27	S17°29'41"W	105.77'
L28	S03°18'41"W	88.98'
L29	S01°07'06"W	30.47'
L30	S01°07'06"W	27.87'
L31	S01°07'06"W	30.00'
L32	N81°59'19"W	229.01'
L33	S49°54'41"W	144.16'
L34	S17°29'41"W	105.77'
L35	S03°18'41"W	88.98'
L36	S89°05'04"E	89.73'
L37	S89°05'04"E	480.30'

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHORD BEARING	CHORD
C1	118.60'	21°28'09"	316.50'	S87°16'36"W	117.90'
C2	138.71'	25°06'41"	316.50'	S63°59'11"W	137.61'
C3	8.39'	1°31'10"	316.50'	S50°40'16"W	8.39'
C4	265.70'	48°06'00"	316.50'	S73°57'41"W	257.97'
C5	150.73'	20°57'44"	412.00'	S39°25'49"W	149.89'
C6	65.50'	9°06'31"	412.00'	S24°23'42"W	65.43'
C7	16.87'	2°20'45"	412.00'	S18°40'03"W	16.87'
C8	233.10'	32°25'00"	412.00'	S33°42'11"W	230.00'
C9	149.27'	14°11'00"	603.00'	S10°24'11"W	148.89'
C10	27.14'	1°23'34"	1116.28'	S04°00'28"W	27.14'
C11	28.50'	1°27'46"	1116.28'	S05°26'08"W	28.50'
C12	331.89'	17°02'06"	1116.28'	S14°41'05"W	330.67'
C13	32.78'	1°40'57"	1116.28'	S24°02'36"W	32.78'
C14	216.13'	32°25'00"	382.00'	S33°42'11"W	213.26'
C15	141.84'	14°11'00"	573.00'	S10°24'11"W	141.48'
C16	417.91'	20°53'20"	1146.28'	S13°45'21"W	415.60'
C17	420.31'	21°34'24"	1116.28'	N14°05'53"E	417.83'

Scale:
1" = 200'

LEGEND:

= FOUND MONUMENT AS NOTED

(#) = TITLE REPORT ITEM NUMBER

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
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3/5/24

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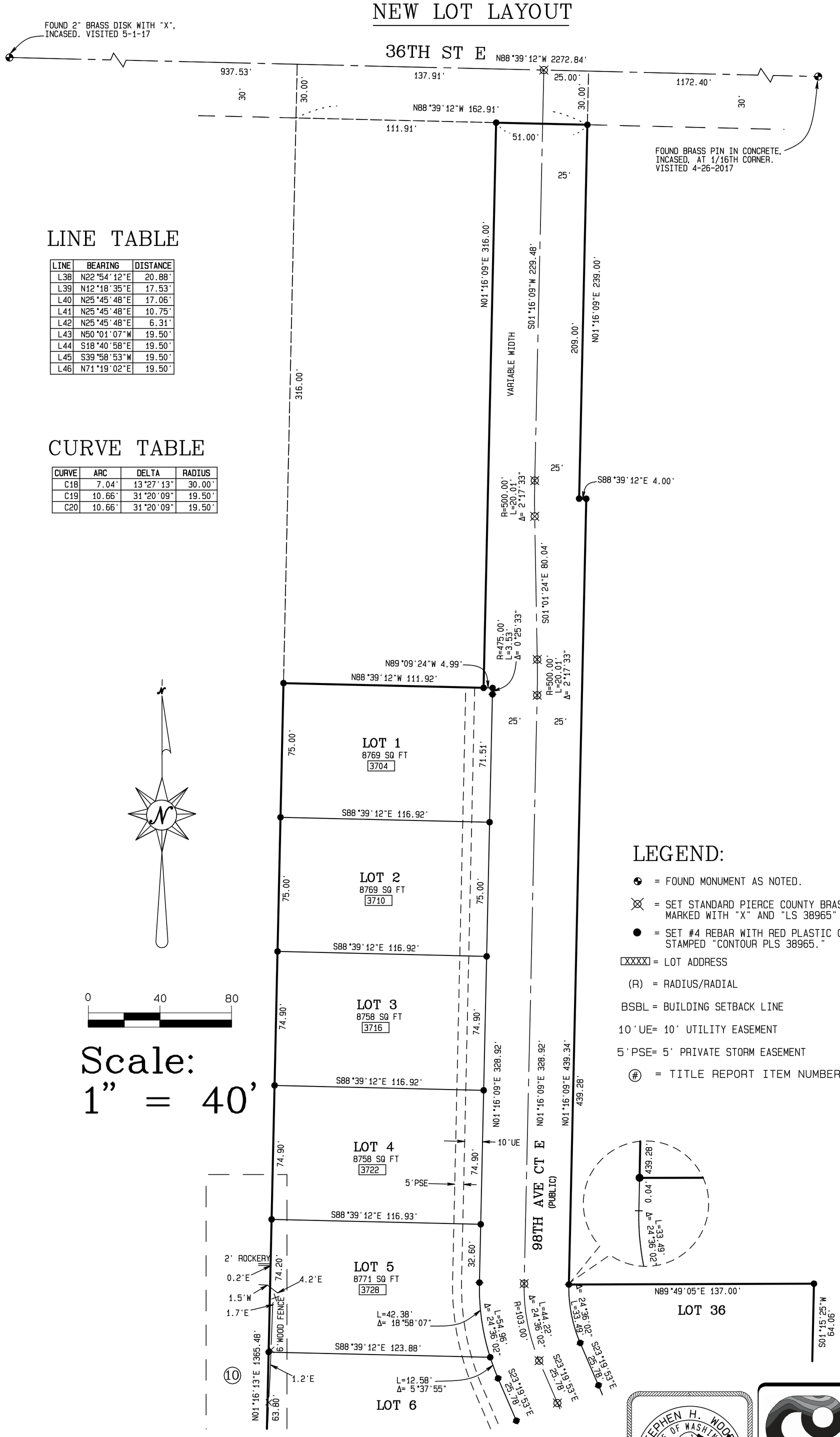
NEW LOT LAYOUT



LINE TABLE

LINE	BEARING	DISTANCE
L38	N22°54'12"E	20.88'
L39	N12°18'35"E	17.53'
L40	N25°45'48"E	17.06'
L41	N25°45'48"E	10.75'
L42	N25°45'48"E	6.31'
L43	N50°01'07"W	19.50'
L44	S18°40'58"E	19.50'
L45	S39°58'53"W	19.50'
L46	N71°19'02"E	19.50'

CURVE TABLE

CURVE	ARC	DELTA	RADIUS
C18	7.04'	13°27'13"	30.00'
C19	10.66'	31°20'09"	19.50'
C20	10.66'	31°20'09"	19.50'

LINE TABLE

LINE	BEARING	DISTANCE
L47	N67°08'08"W	15.33'
L48	N82°41'50"E	6.19'
L49	N62°54'03"E	2.37'
L50	S51°21'38"W	24.59'
L51	S85°43'23"W	4.15'
L52	S54°53'00"W	16.46'
L53	S61°34'51"W	12.00'
L54	S48°28'23"W	10.50'
L55	S38°20'06"W	9.13'
L56	S55°15'01"W	12.19'
L57	S62°55'51"W	19.40'
L58	S82°10'15"W	12.53'
L59	S20°58'39"W	11.71'
L60	S06°22'54"E	20.54'
L61	S88°31'21"E	14.55'
L62	S06°00'41"W	12.71'
L63	S06°10'17"E	43.49'
L64	S19°52'28"E	17.31'
L65	S05°13'13"W	20.63'
L66	S87°44'52"W	12.73'
L67	S78°32'44"W	36.64'
L68	S62°18'58"W	21.53'
L69	S44°53'56"W	25.45'
L70	S06°45'41"E	13.33'
L71	S84°21'33"E	30.13'
L72	S88°34'47"E	33.43'
L73	N85°13'51"E	43.84'
L74	S86°39'59"E	23.63'
L75	N81°03'37"E	17.12'
L76	S86°19'41"E	16.63'
L77	N71°14'24"E	24.19'
L78	N80°55'50"E	36.66'
L79	S85°01'31"E	17.85'
L80	S75°04'25"E	10.31'
L81	N81°53'51"E	15.46'
L82	N86°47'36"E	16.67'
L83	S84°09'47"E	15.98'
L84	S79°16'02"E	16.19'
L85	N19°31'35"E	15.74'
L86	S14°23'18"E	22.28'
L87	S09°51'16"W	17.54'
L88	NOT USED	
L89	S32°41'36"E	23.28'
L90	S15°51'44"E	14.48'
L91	S00°58'09"W	20.02'
L92	S37°42'36"E	16.23'
L93	S85°04'49"E	3.54'
L94	N48°32'36"E	45.25'
L95	NOT USED	
L96	S51°50'43"E	34.92'
L97	NOT USED	
L98	S54°40'37"W	19.21'
L99	NOT USED	
L100	S73°50'19"W	36.30'
L101	S18°43'47"W	27.72'
L102	NOT USED	
L103	S49°06'42"W	15.09'
L104	S11°24'20"W	37.12'
L105	NOT USED	
L106	S21°22'12"W	33.12'
L107	NOT USED	
L108	S38°17'17"W	20.99'
L109	NOT USED	
L110	S58°52'32"W	22.96'
L111	NOT USED	
L112	N71°04'39"W	39.12'
L113	NOT USED	
L114	N20°43'11"E	28.55'
L115	N12°14'49"E	13.76'
L116	N41°07'57"W	22.28'
L117	NOT USED	
L118	N02°19'10"E	37.88'
L119	N06°09'03"E	30.85'
L120	NOT USED	
L121	N35°27'55"E	14.11'
L122	N16°41'36"W	20.66'
L123	NOT USED	
L124	N30°14'48"E	19.74'
L125	NOT USED	
L126	N75°21'22"E	23.34'
L127	N64°20'01"E	16.39'

LEGEND:

- = FOUND MONUMENT AS NOTED.
- = SET STANDARD PIERCE COUNTY BRASS DISC, MARKED WITH "X" AND "LS 38965"
- = SET #4 REBAR WITH RED PLASTIC CAP STAMPED "CONTOUR PLS 38965."
- XXXX = LOT ADDRESS
- (R) = RADIUS/RADIAL
- BSBL = BUILDING SETBACK LINE
- 10'UE= 10' UTILITY EASEMENT
- 5'PSE= 5' PRIVATE STORM EASEMENT
- (#) = TITLE REPORT ITEM NUMBER

Scale:
1" = 40'

SEE SHEET 7 OF 16

STEPHEN H. WOODS
STATE OF WASHINGTON
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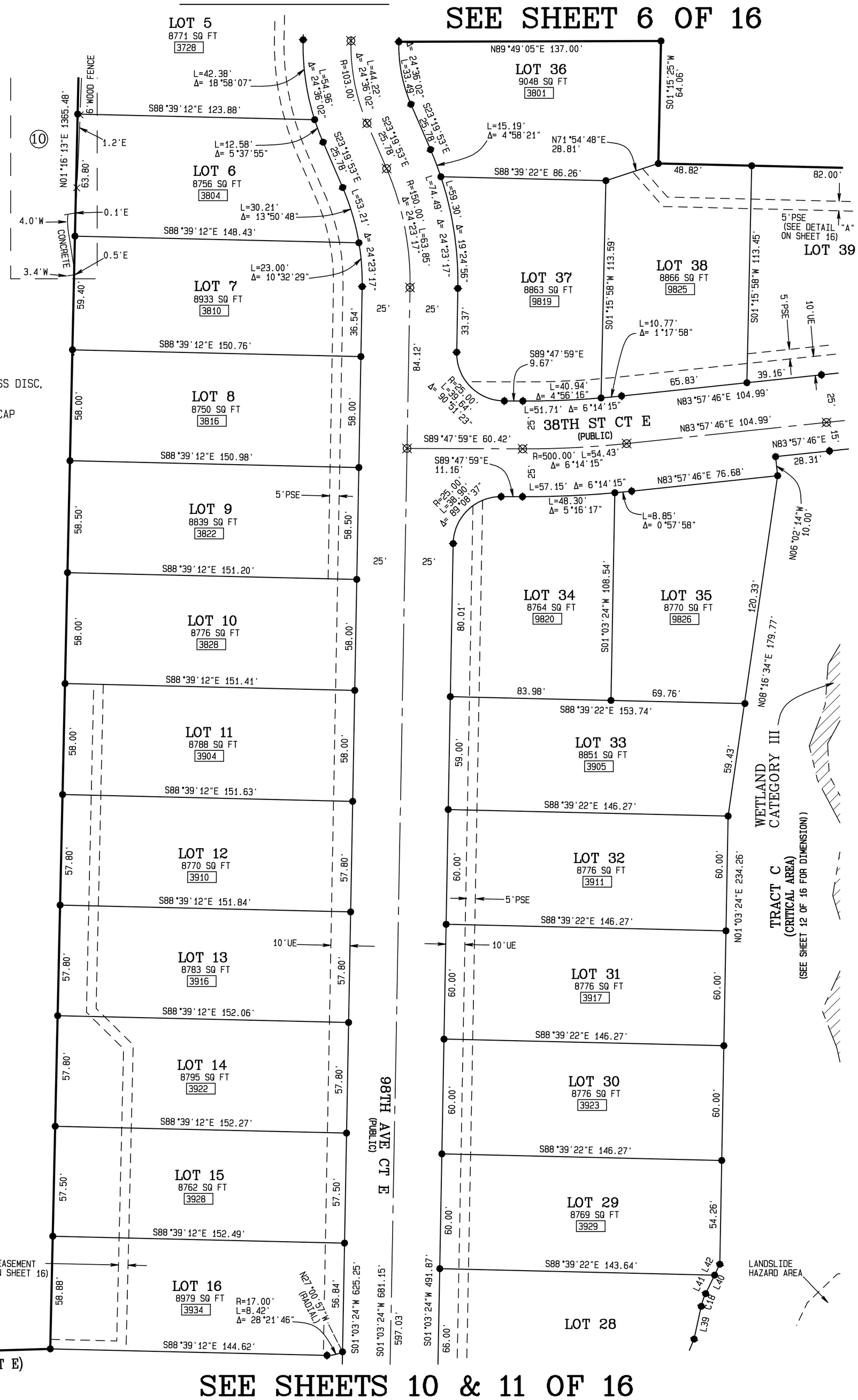
NEW LOT LAYOUT



LEGEND:

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- BSBL = BUILDING SETBACK LINE
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- 5'PSE= 5' PRIVATE STORM EASEMENT
- (#) = TITLE REPORT ITEM NUMBER

0 40 80

Scale:
1" = 40'

SEE SHEET 6 OF 16 FOR LINE AND CURVE INFORMATION.

STEPHEN H. WOODS
STATE OF WASHINGTON
38965
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PROFESSIONAL LAND SURVEYOR
3/5/24

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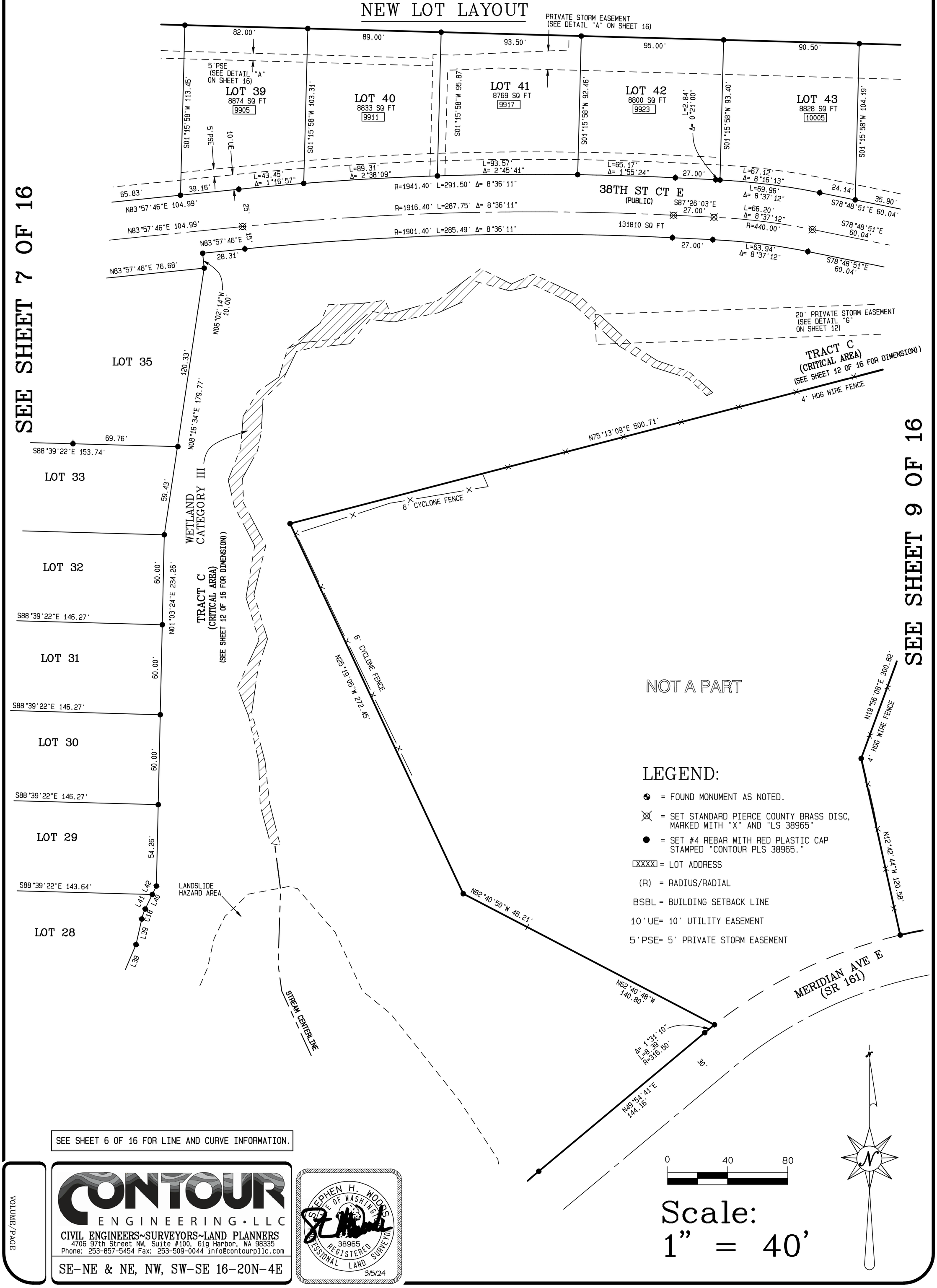
NEW LOT LAYOUT



SEE SHEET 6 OF 16 FOR LINE AND CURVE INFORMATION.

VOLUME/PAGE

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SE-NE & NE, NW, SW-SE 16-20N-4E

STEPHEN H. WOODS STATE OF WASHINGTON 38965 REGISTERED PROFESSIONAL LAND SURVEYOR 3/5/24

WOLF POINT A PLAT COMMUNITY

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 15 AND A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
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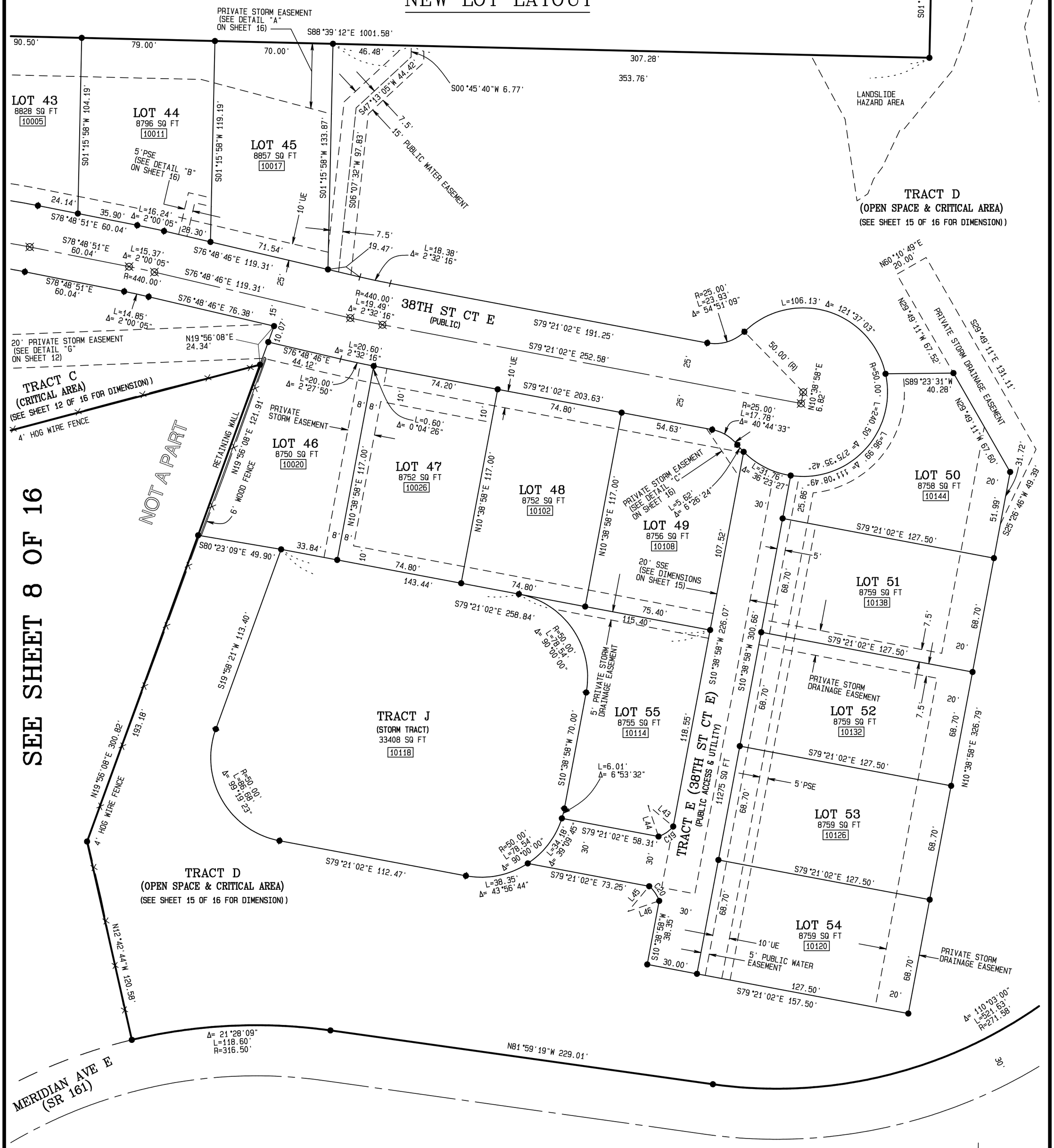
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

NEW LOT LAYOUT



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- [XXXX] = LOT ADDRESS
- (R) = RADIUS/RADIAL
- BSBL = BUILDING SETBACK LINE
- 10'UE= 10' UTILITY EASEMENT
- 5'PSE= 5' PRIVATE STORM EASEMENT
- SSE = CITY OF EDGEWOOD SANITARY SEWER EASEMENT (SEE SHEET 2 OF 16)

0 40 80

Scale:
1" = 40'

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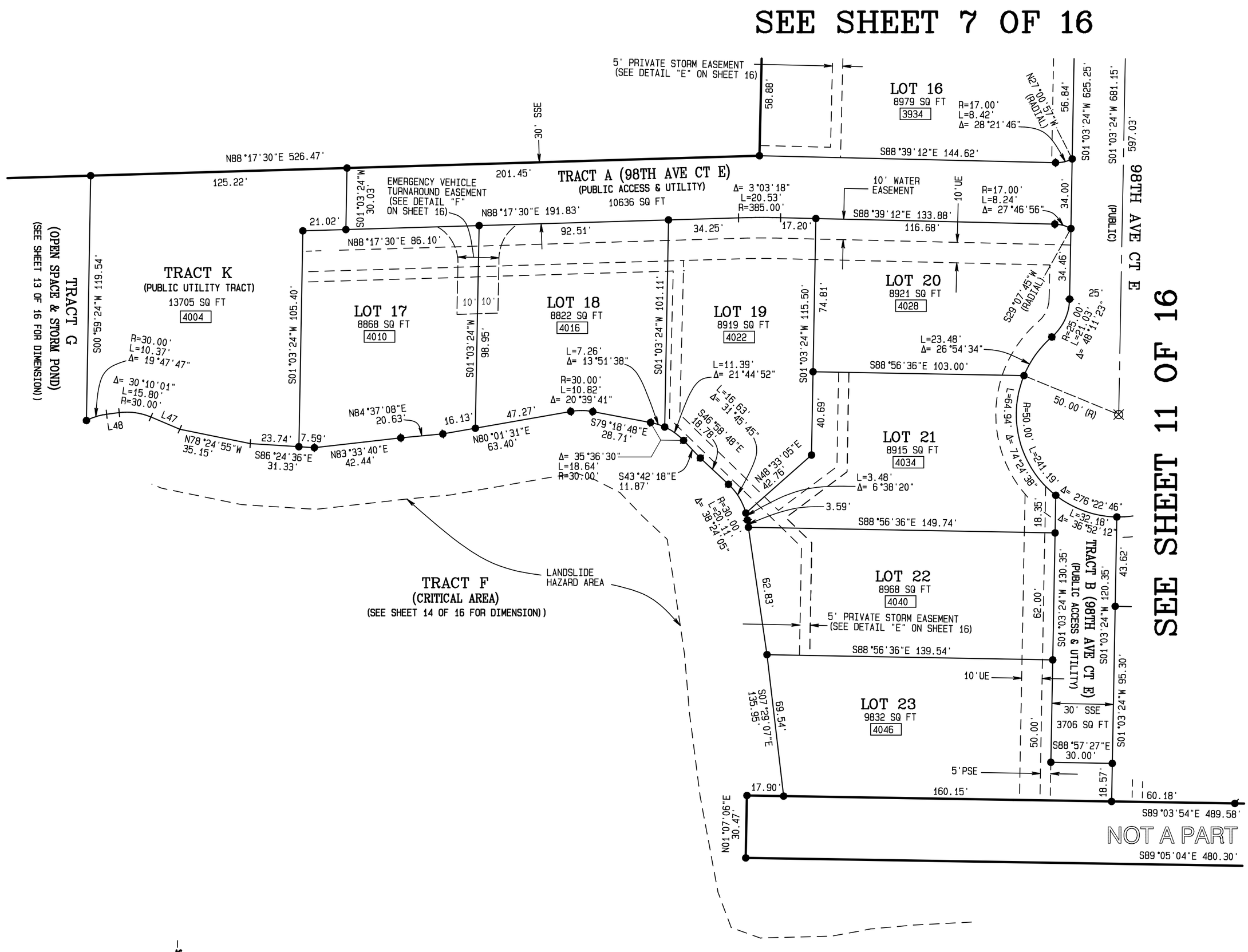

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STEPHEN H. WOODS
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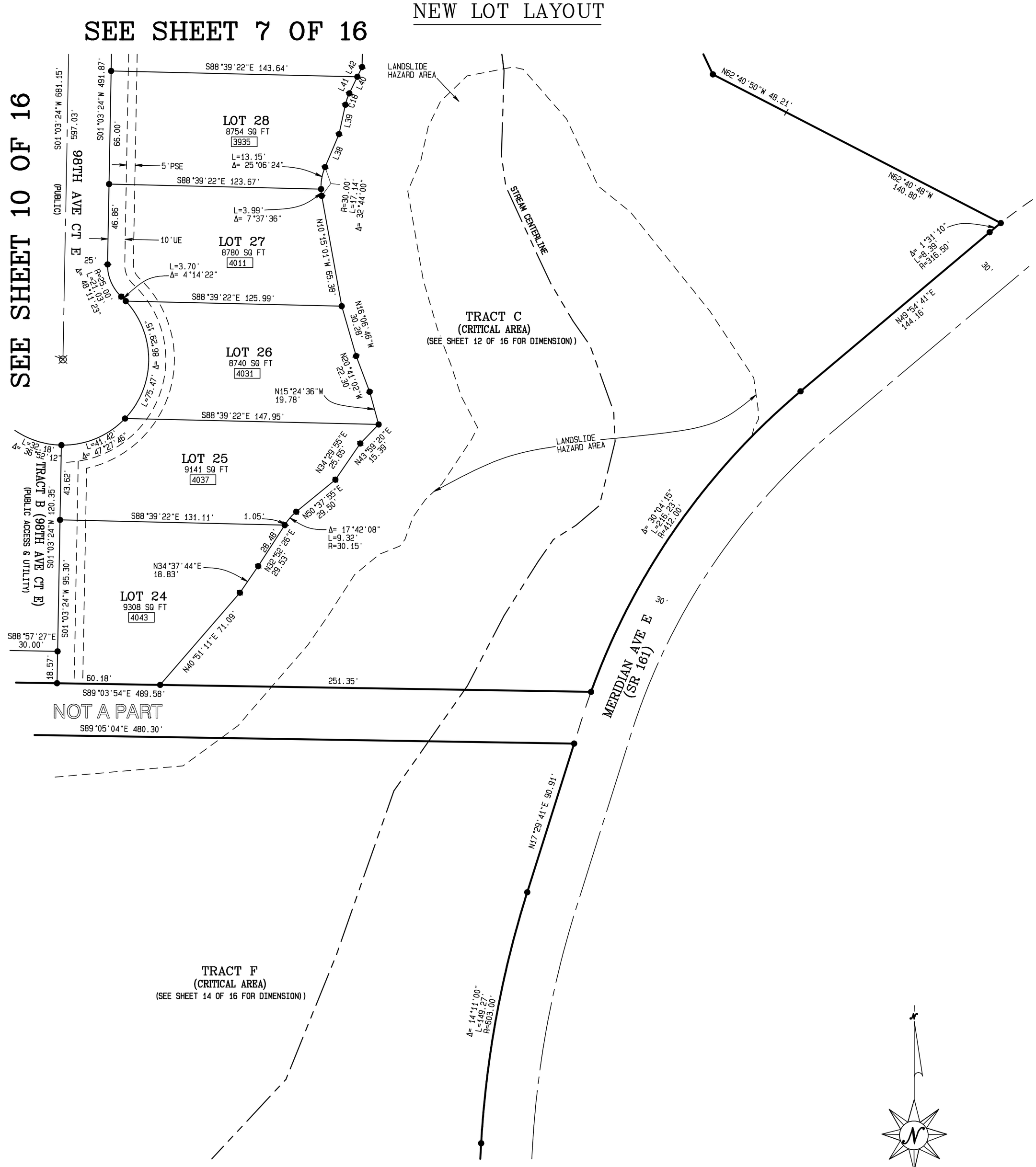

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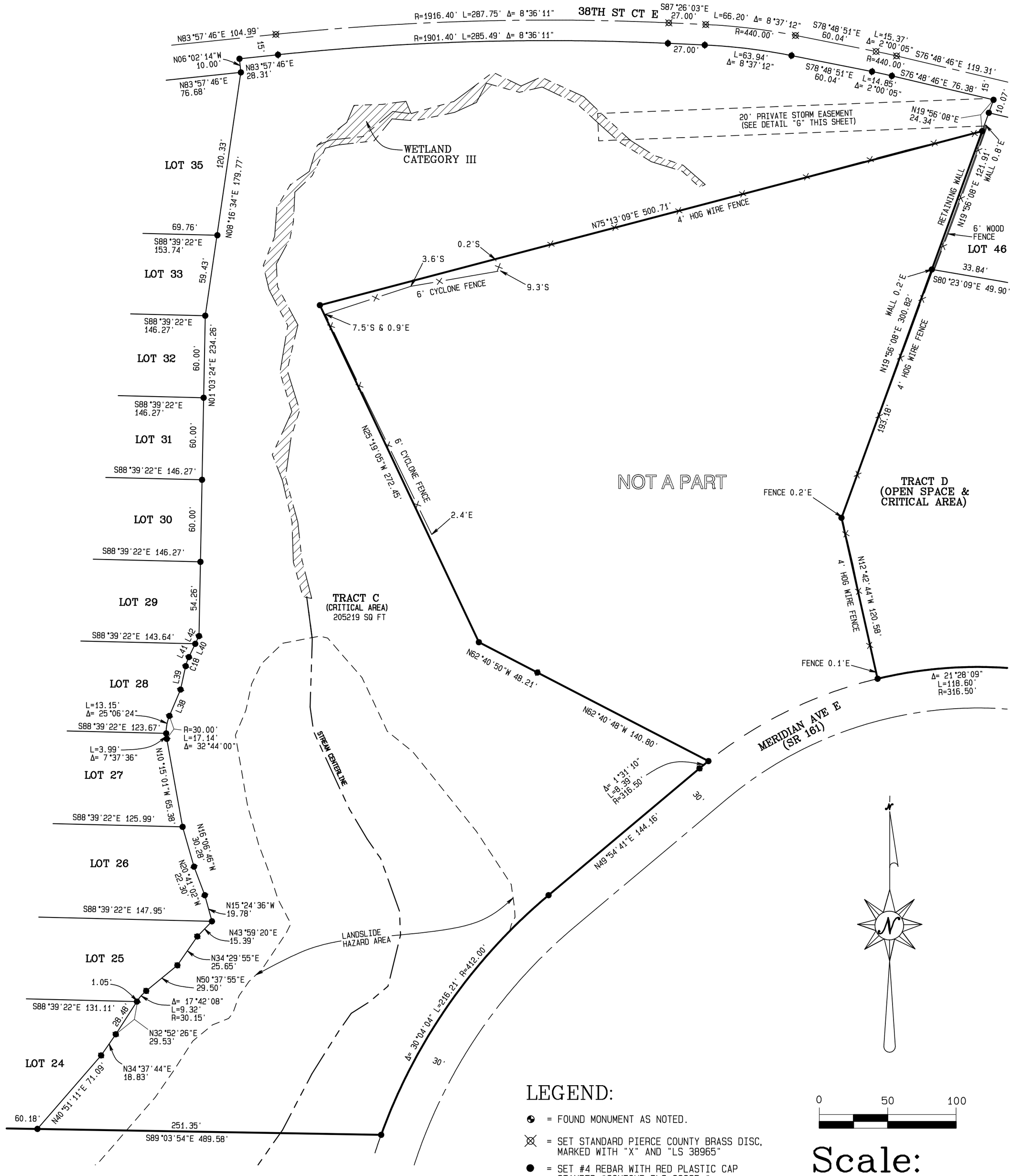
TRACT C DIMENSION & DETAIL "G"



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0 50 100

Scale: 1" = 50'

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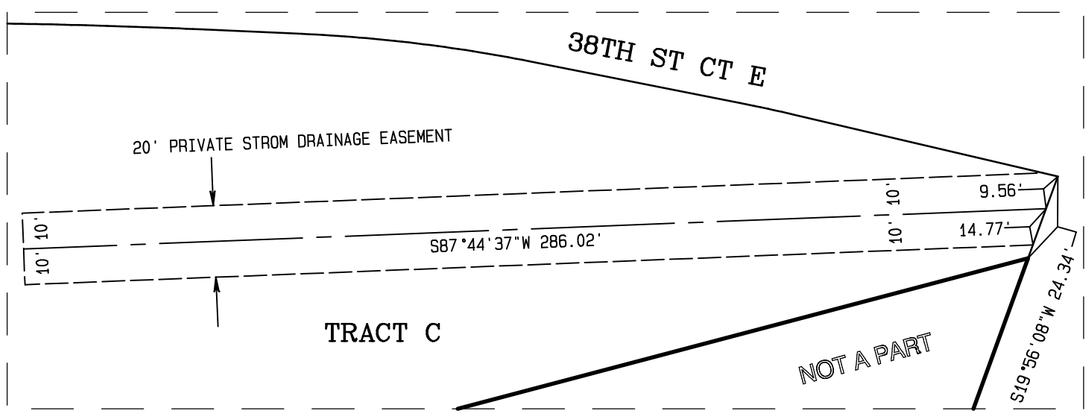

DETAIL "G" (SCALE 1" = 40')

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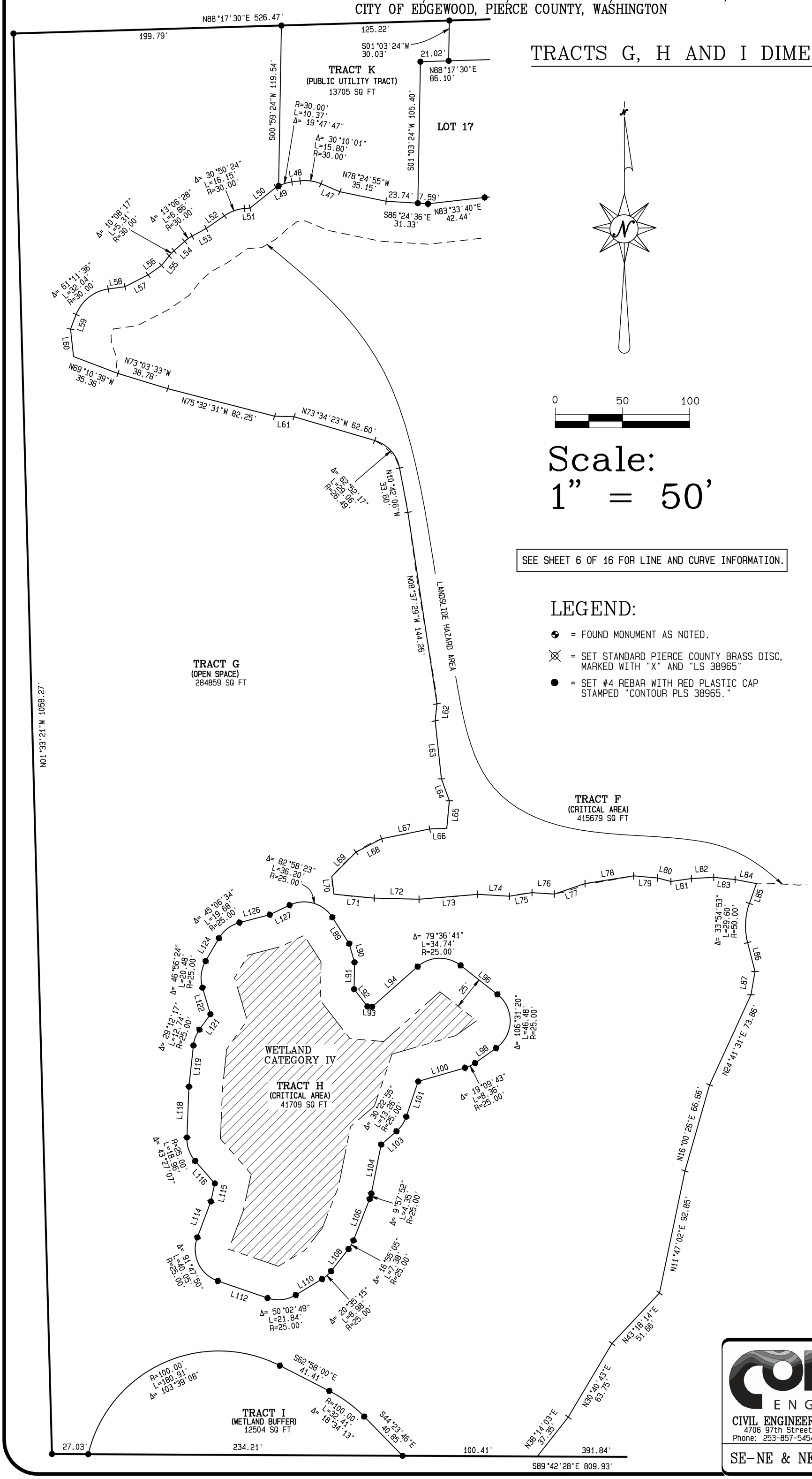

TRACTS G, H AND I DIMENSION

0 50 100

Scale:
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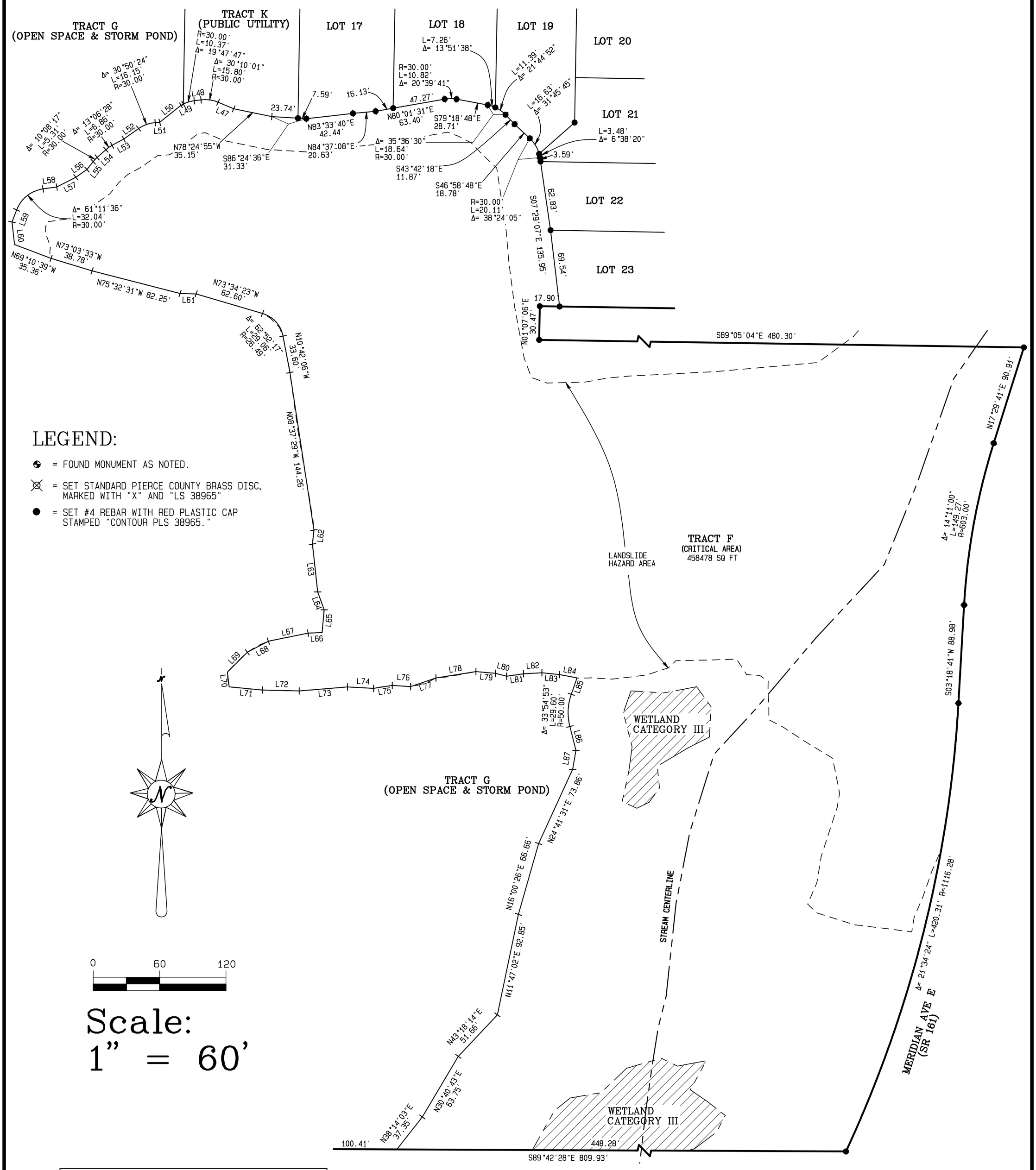
TRACT F DIMENSION



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Scale:
1" = 60'

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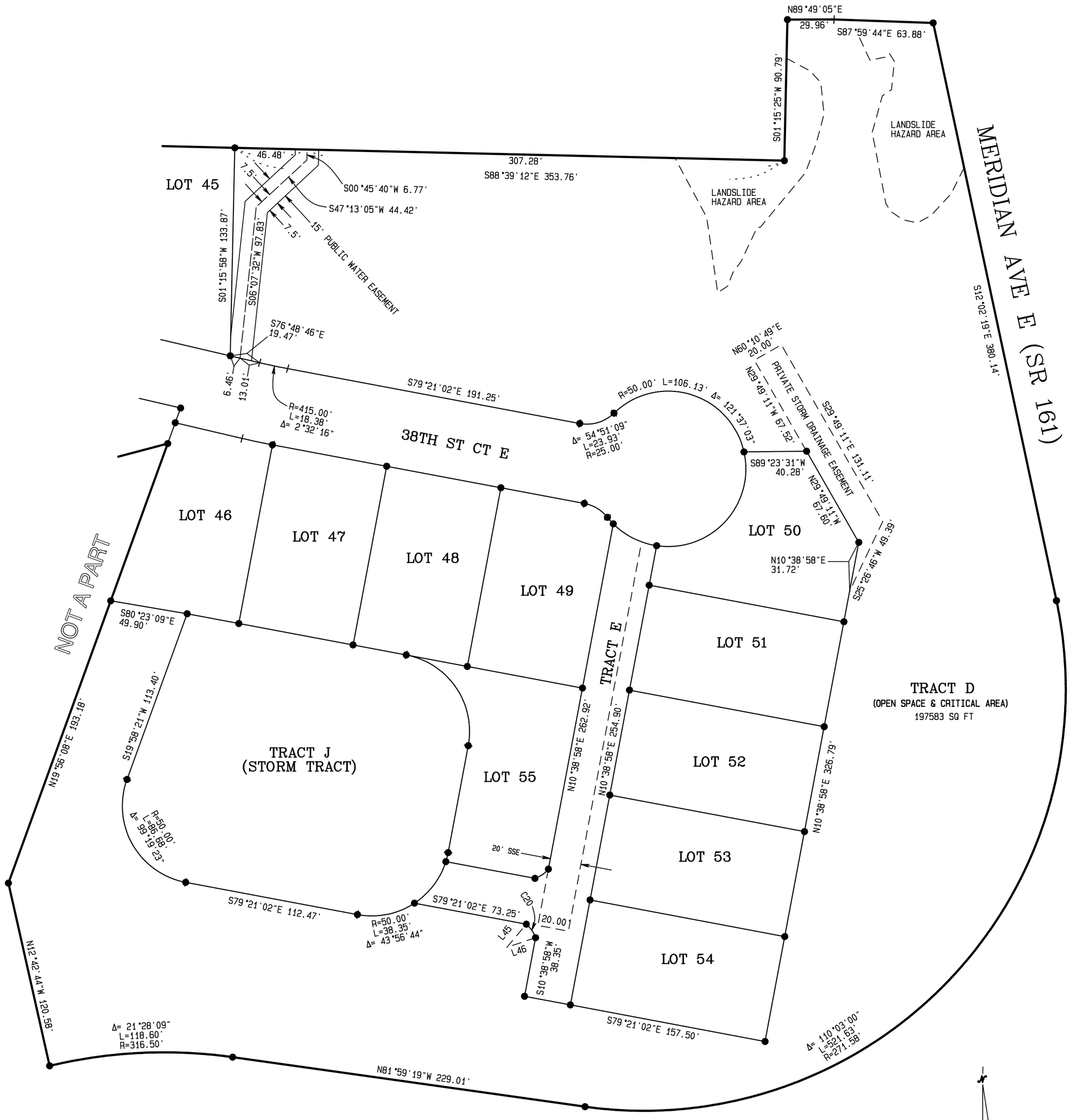
TRACT D DIMENSION



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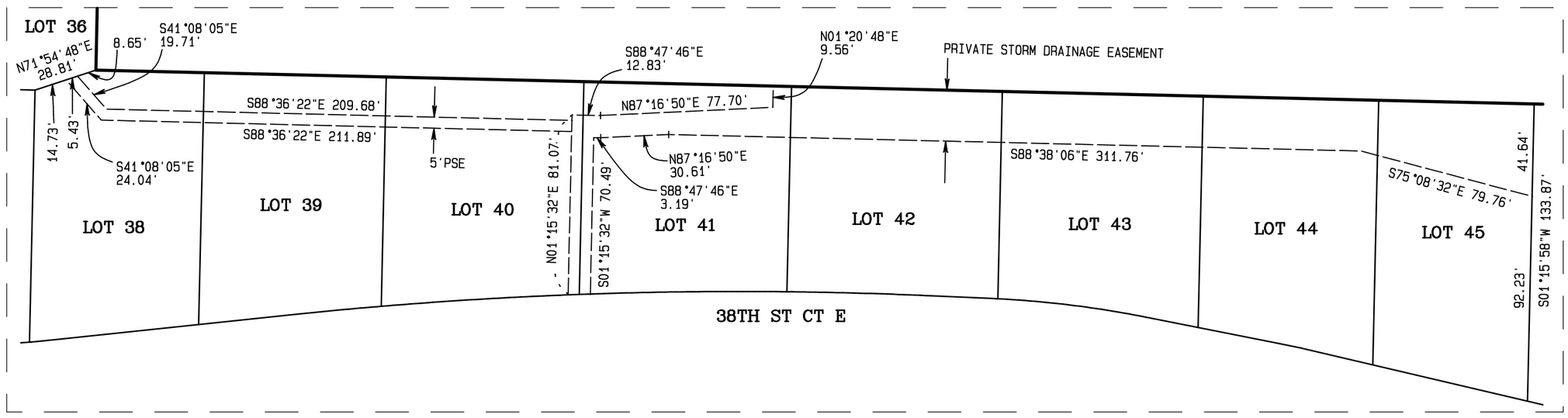
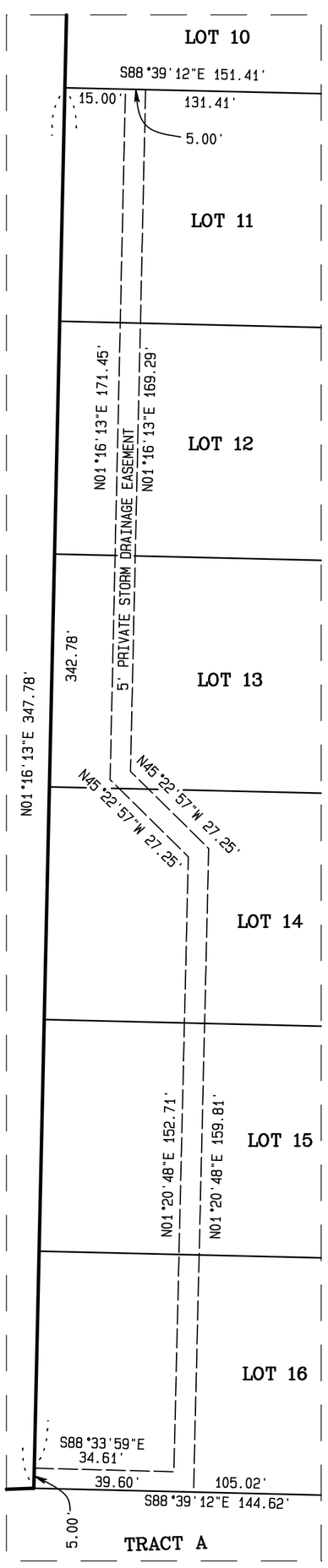
DETAILS "A", "B", "C", "D", "E" AND "F"



DETAIL "A" (SCALE 1" = 50')



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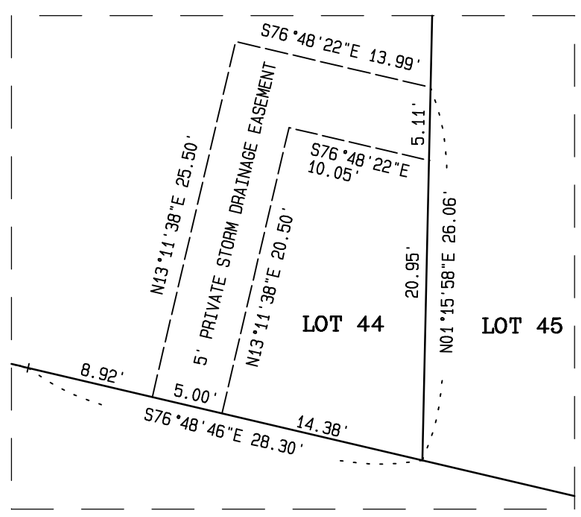

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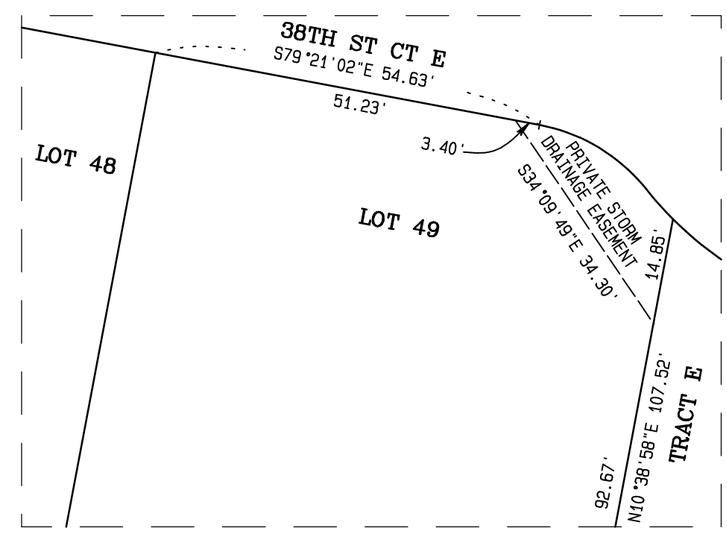

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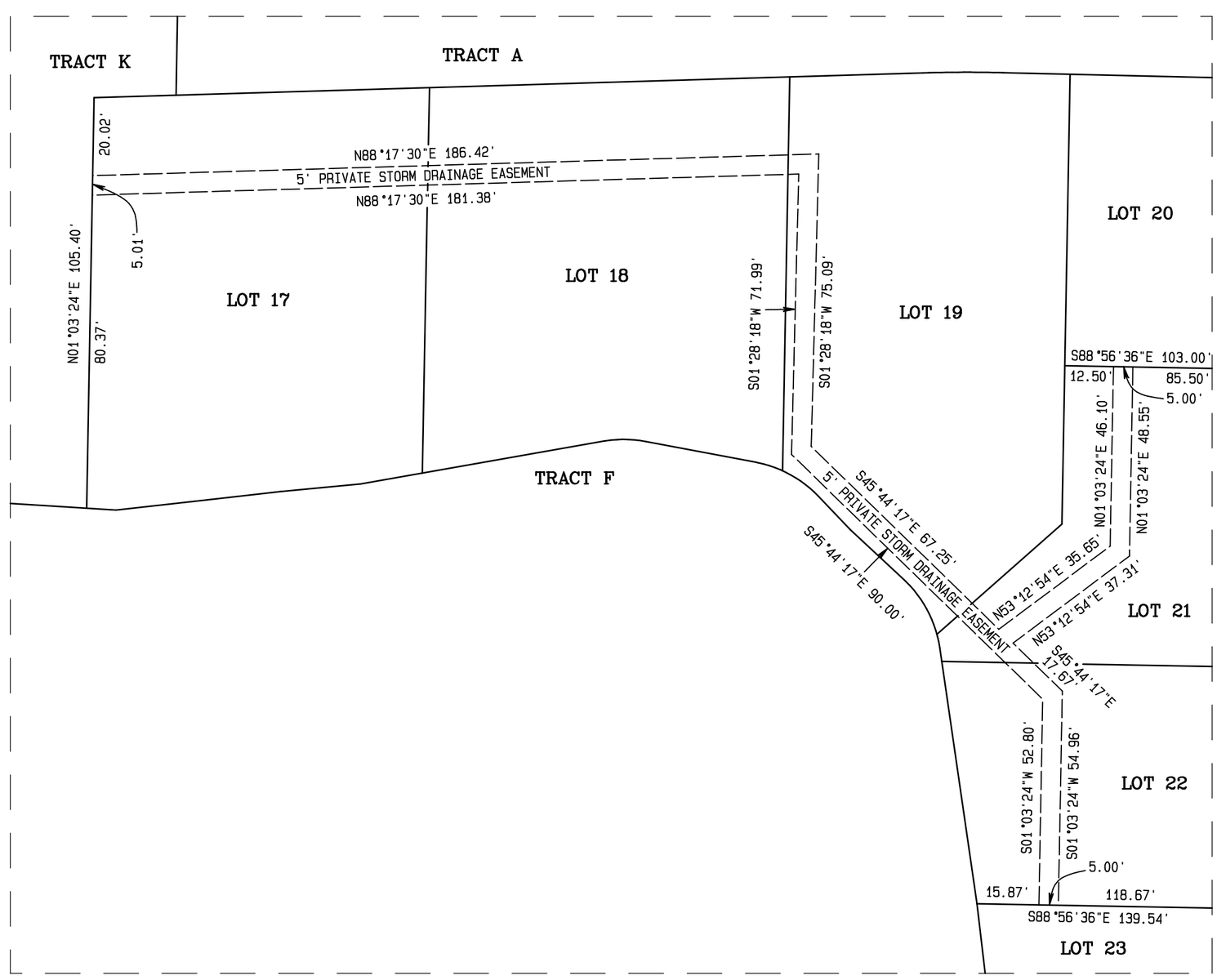
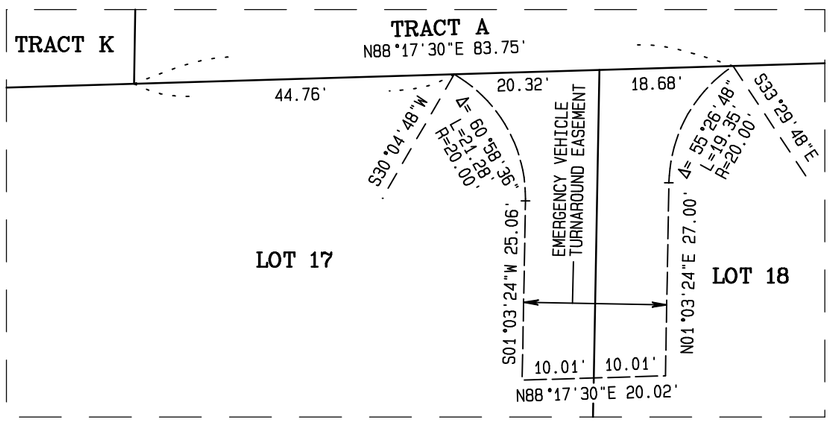


DETAIL "E" (SCALE 1" = 30')



DETAIL "F" (SCALE 1" = 20')

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3/5/24

VOLUME/PAGE

Wolf Point Subdivision

3/5/2024, 11:39:31 AM

Pierce_County_Tax_Parcels

Tax Purpose Only

Base Parcel

1:9,028

0 280 560 1,120 ft

0 85 170 340 m

Esri Community Maps Contributors, King County, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

Edgewood GIS

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City of
Edgewood
Phone: (253) 952-3299 Fax: (253) 952-3537
2224 104th Avenue East, Edgewood, Washington 98372-1513

RECEIVED
MAR 25 2019
City of Edgewood

March 20, 2019

Blackbird Wolf Point, LLC
Attn: Jim Peschek
2212 Queen Anne Avenue North, Suite 134
Seattle, WA 98109

RE: FILE NO. 17-1444
WOLF POINT PRELIMINARY SUBDIVISION

Dear Mr. Peschek:

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

Very truly yours,

STEPHEN K. CAUSSEAUX, JR.
Hearing Examiner

SKC/jjp
cc: Parties of Record

1X

OFFICE OF THE HEARING EXAMINER

CITY OF EDGEWOOD

REPORT AND DECISION

FILE NO.: **17-1444**
WOLF POINT PRELIMINARY SUBDIVISION

APPLICANT: Blackbird Wolf Point, LLC
Attn: Jim Peschek
2212 Queen Anne Avenue North, Suite 134
Seattle, WA 98109

PLANNER: Kristin Moerler, Senior Planner

SUMMARY OF REQUEST:

Subdivide approximately 43.7 acres into 56 lots within the Single-Family Moderate (SF-3) zone at a site located at 9810-36th Street East, Edgewood.

SUMMARY OF DECISION: Request granted, subject to conditions.

PUBLIC HEARING:

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

The hearing was opened on March 4, 2019, at 9:30 a.m.

Parties wishing to testify were sworn in by the Examiner.

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

EXHIBIT "1" - Planning and Community Development Department Staff Report
EXHIBIT A - Application Materials
EXHIBIT B - Proposed Plat Plans
EXHIBIT C - Traffic Concurrency Materials
EXHIBIT D - Critical Areas Materials
EXHIBIT E - Preliminary Stormwater Report
EXHIBIT F - Vested Codes

EXHIBIT G	**-**	**Procedural and Public Notices**
EXHIBIT H	**-**	**Public Comments**
EXHIBIT I	**-**	**State Environmental Policy Act (SEPA) Materials**
EXHIBIT J	**-**	**Agency Comments in Response to SEPA Routings**
EXHIBIT K	**-**	**Engineering, Utility, and Fire Reviews**
EXHIBIT "2"	**-**	**Additional File**
EXHIBIT "3"	**-**	**Doug Skelly Submittal**
EXHIBIT "4"	**-**	**Downstream Narrative**

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

KRISTIN MOERLER appeared, presented the Community Development Department Staff Report, and testified that the City has approved buffer averaging for the wetlands on the site. The parcel was previously used for residential development, and the lower portion was a quarry used by the State. All lots will be located in the upper area, with the lower area providing the location for a stormwater pond. The site has significant grades from the old quarry. The site contains six wetlands and two streams. The properly sized, rectangular lots exceed all width and size requirements of the applicable zone. The developable area calculates to 24.26 acres and the net density calculates to 2.31 dwelling units per acre. The applicable SF-3 zone allows a maximum of three dwelling units per acre. The tree retention areas include the critical areas, which are separate from the tree retention requirements. Retention trees include perimeter trees and trees along the plat access from 36th. Staff recommends a condition that the access be screened from abutting parcels. Retention of unsafe trees will not occur. She noted some dead trees and others damaged by vandalism. Additional work is needed to obtain the 50 percent tree retention standard. The applicant will assess the health of questionable trees. Concerning concurrency management, staff looked at planned traffic and intersection models. Traffic from this subdivision will not create significant delay, and mitigation includes payment of impact fees and provision of a school bus stop. A mosaic wetland is located in the lower part of the site and in the ravine area. They are averaging the buffer so that it does not extend beyond the top of the ravine. They are averaging the stream buffer as well. Steep slopes are mainly caused by the old mine. All studies were peer reviewed by the City's independent experts. She referred to recommended Condition 9 and the change from Drainage District 22 to 21. She introduced Exhibit 2, the remainder of the City's file to include miscellaneous emails. The applicant now proposes public roads to serve the subdivision. Subsequent to submitting a completed application, the criteria for the SF-3 zone and the critical areas changed. Due to the lack of a separate emergency vehicle access and the excessive grade of the road, all homes will have fire sprinklers.

JIM PESCHEK, applicant, appeared and testified that the cut and fill will balance the project on the upper portion. No material will be hauled from top to bottom. They propose sprinkler systems for the homes so they won't need to import soils to adjust the grade of

the road. Three of the tax parcels are located in the Medium Density Residential zone. A portion of the project was previously approved for a 41 lot plat. However, they did not believe said plat worked well on the site. It had larger lots, but required more disturbance of land. They looked at the old project and its quality and decided not to move forward. Instead, they purchased more land. The original plat covered 24 acres and they purchased an additional 20 acres. They then increased the number of lots from 41 to 56. The entire, new, 20 acres will remain in open space. The previous plat also used individual onsite septic systems and they propose community systems. Significant trees in the old project could be removed later by the builder or the homeowner. Here, they propose dedicated tree tracts and critical areas that will maintain the trees in permanent open space. All of the critical areas were previously located offsite, but are now onsite and can be permanently retained. They have removed the lots from the former plat that were adjacent to Meridian and will now maintain the trees along said road. They met with Drainage District 21 and presented their drainage plans and conveyance system. They are aware of concerns of downstream property owners and have performed a preliminary downstream analysis. They receive runoff from Meridian and have addressed it with an engineered stormwater pond. A septic engineer designed the community drainfields. They will have seven tanks, each of which will accommodate eight homes. They will have 24 hour monitoring and quarterly inspection reports. They held two, separate, community meetings and tried to address all of the concerns raised at the first meeting. They held a second meeting on February 28 that about 20 people attended. Concerns include protection of the lower area. A lot of vandalism has occurred in that area. Someone removed 40 to 50 significant trees, and the removal was out of their control. They are proposing 56 lots on less area than the previous 41 lots. They will use the quarry haul road for construction of the septic drainfields and storm drainage pond. They will use the lowest point of the quarry for the pond, which will allow recharge of the aquifer. The City wanted to ensure that they could connect to sewers extended in the future from the City of Puyallup. All septic lines can gravity flow to a sewer system at the lower portion of the site. He has no problem with conditions of approval.

BRETT ALLEN, professional engineer, appeared and testified that concerning the balancing of the soils, some export will occur when they are constructing the roads. They will import gravel and other materials to the site for road construction. They will use the haul road to 36th.

DOUG SKELLY, Drainage District 21 Lead Commissioner, appeared and testified that their job is to maintain their drainage system. Concerns include the Wolf Point development and the information conveyed at the December 5, 2017 meeting. Their concerns are that the storm drainage system might overwhelm the district's drainage facilities at the bottom of the hill. They want items addressed to include construction of culverts and the discharge of the south pond. They are concerned regarding haul road improvements as such roads could cross conveyances with water flow. They need to obtain vetting by DFW to determine if culverts are needed. The district is not responsible for the homeowners association maintenance of its drainage system. They do not want to expand the district, but they want access to monitor the system. They want to know the location of the septic

drainfields, and they don't want overflow down the hill.

RICK DRAHAS appeared and testified that he resides on Dechaux Road at the bottom of the hill and his concerns include access via the haul road. The route is parallel to Fourth Street and is blocked by ecology blocks. They had problems with dumping, drug use, vandalism, etc. They would like to have security along Fourth. They want no access off of Fourth and he questioned whether it would be gated, whether there would be pedestrian traffic, bicycles, or if it would be closed off completely. He also questioned the appearance of the road. Why do they only propose quarterly checks of the community septic systems, and do those checks include physical checks of the site? He wants monthly inspections. They want any leaks in the pipes detected before effluent reaches the drainfields. The systems are less than 1,000 feet from the wellhead. A major leak would reach the aquifer.

CRAIG GRIP appeared and testified that he is the president of Dechaux Water Company that has 20 customers. Their well is 110 feet deep. He sees no mention of the water company, which is a Class A company. They became a Class A company at a lot of cost. The wellhead is where they obtain their water. We have here a people issue and not x's, t's, or dotted i's. At Dechaux Road the water table rises and many people are flooded. He has had considerable flooding and it is increasing. A downstream analysis should be required. He is unsure about the amount of import and export of material. Concerning critical areas, the lowest part of the area contains wetlands. He is concerned about the effluent polluting the critical areas. We need housing in Edgewood as there are now homeless people living on the site. A proper analysis of the plat has not yet occurred. The City should continue the sewer service to 36th. Approval of this project should be postponed until all studies are done and their concerns answered.

MARK COLE appeared and testified that his concerns include safety on 36th with the additional traffic. He referred to a 2005 copy of the TIA that assessed 41 homes. It anticipated an additional 226 vehicle trips per day. He walks on 36th and finds it dangerous as it goes up hill toward SR-161. He was almost hit a couple of times. He requests sidewalks with the project. The plat does not front on 36th, but is only one property removed therefrom. Sidewalks already exist on SR-161 in front of the church property, and sidewalks on 36th could connect thereto.

STEVE GREEN appeared and testified that he will share the east border of the plat road for 650 linear feet. All existing trees to the west will go away and the traffic will be ten vehicles per home per day. Thus, he will have 560 vehicle trips beside his home that will significantly impact its value. His home is 150 feet south of 36th and the new road will be about 50 feet from the west wall of his house and about five feet west of his garage. He would like to have a schedule of the major milestones of development.

DAVE DIPBOYE appeared and testified that another project is proposed at the bottom of 36th. It would be nice to extend the sidewalk to that project as well.

MELISSA HOLLENBECK appeared and testified that she has resided in Edgewood for 56 years and that her grandfather built the Liberty Theatre. She has been involved in the community for many years. This parcel is a natural environment and supports many animals and animal habitats. It should remain in its current state and kept as a park. She can't believe a DNS was allowed due to the wetlands. She abuts proposed Lot 1 and will be impacted by traffic and street lights. We don't need another housing development as the recently built apartments have a seven percent occupancy rate. The applicant should retain the environmental biologist from the Puyallup Tribe to investigate the habitat and critical areas on the site. She hates to see a pristine area destroyed. No sidewalk exists on 36th and it can't be widened. Cars and construction trucks will use it. This is a rural residential neighborhood and the project is not consistent with it.

MR. PESCHEK reappeared and testified that concerning the drainage, they will discharge water from SR-161 to the east side of SR-161 and not to the Dechaux Road area. They are intercepting the flow and will not convey it onto adjacent properties that are now referred to as "not a part". Plat water will discharge into the wetlands and will flow eventually to the ravine and the bottom of the hill. They did prepare a downstream analysis and have proposed solutions to help out the neighbors. They will pick up and convey existing water flow to its natural conveyance, which will provide a great benefit for the neighbors. A professional engineer designed the septic system and they have a redundant safety program to include multiple pumps, flow analysis, and alarms that make it a state of the art system. It is not in the lowest part of the parcel. The stormwater pond is in the lowest part. Concerning groundwater contamination and the well, all Dechaux home owners are on septic systems that are old and much closer to the well. They will import gravel, asphalt, and concrete to the site for development of the roads. Thousands of cubic yards of material were removed from the quarry in the past. They previously removed two homes from the property. Improvements also included the apple orchards, and now homeless people are using it. They will comply with the traffic analysis and the City's requirements. They will make improvements to 36th.

MS. MOERLER reappeared and testified regarding the conditions of approval in the MDNS. The well will be deactivated. They may install a sidewalk on one side of the plat road to 36th and there should be approximately a nine foot width for landscaping.

PATRICIA GREEN appeared and testified that the plat road will decrease their property values substantially. They cannot stay in their home once the road is constructed.

No one spoke further in this matter and the Examiner took the matter under advisement. The hearing was concluded at 10:57 a.m.

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

FINDINGS, CONCLUSIONS, AND DECISION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, viewed the property, heard testimony, and taken this matter under advisement.

2. The City of Edgewood issued a threshold Mitigated Determination of Nonsignificance (MDNS) on December 15, 2017, for the project following review pursuant to the State Environmental Policy Act (SEPA). Notice of the MDNS was published in the News Tribune on December 15, 2017, posted on the site and the MDNS was routed with an appeal deadline of December 29, 2017. No appeals were filed and the SEPA determination is final.

3. The City issued a Notice of Application (NOA) on November 24, 2017. The 15-day public comment period ended December 8, 2017. The NOA was published in The News Tribune newspaper, posted at the site, and mailed to property owners within 300 feet and/or three lots deep from the project boundary on November 24, 2017. The notice and documentation of publication, posting, and mailing is included in Exhibit G4.

   The City issued a Notice of Public Hearing (NOPH) on February 14, 2019. The NOPH was published in The News Tribune newspaper, posted at the site by the applicant, and mailed to property owners within 300 feet of the project and parties of record [EMC 18.40.190(B)] on February 15, 2019. Staff additionally reviewed the file for parties of record; confirmed mailed notices to parties of record (Hollenbeck and Linden); and additionally emailed notice to parties who included their emails within their comments.

4. The applicant, Jim Peschek and Blackbird Wolf Point, LLC, has a possessory ownership interest in ten, abutting parcels of property that together form an irregular shape and contain approximately 43.74 acres. The site is located west of SR-161 (Meridian Avenue East) and south of 36th Street East within the City of Edgewood. The applicant requests preliminary plat approval to allow subdivision of the ten parcels into 56 single-family residential lots.

5. The site plan shows sole access provided via a new, plat road that will extend south from 36th Street East and terminate in two cul-de-sacs. The southern cul-de-sac will mark the terminus of the new, north/south internal plat road. A second, eastern cul-de-sac will mark the terminus of a second, internal plat road that will extend east from the primary access road. All internal roads will be public and dedicated to the City, and will provide access to all lots.

6. While the site is located within the City, sanitary sewers are not currently available to serve the subdivision. The site is located within the City's Phase II Sewer Area as shown in the City's General Sewer Plan, but the extension of sewers to the area will not occur for more than 20 years in the future. However, the City of Puyallup may extend sewers adjacent to the south side of the site at a lower elevation. The applicant will design the onsite community septic disposal systems to allow a future connection into a potential City of Puyallup sewer line. Prior to sewer service the applicant proposes to serve all lots with two, private, community, onsite sewage disposal systems with drainfields located in the southwest portion of the site. The homeowners association will maintain said sewage disposal systems.

7. The Mt. View-Edgewood Water Company has submitted a Certificate of Water Availability confirming its ability to provide both domestic water and fire flow to the site. However, due to the steepness of the internal road grades, the applicant will install sprinkler systems in all single-family residential homes.

8. The site plan shows that the area set aside for roads calculates to 3.93 acres and that the site contains 16.34 acres of critical areas/buffers. Thus, the net developable area (following subtraction of roads and critical areas/buffers) calculates to 23.5 acres. The applicant proposes to maintain the critical areas and buffers as well as other areas in open space. The homeowners will own, maintain, and protect said areas.

9. The site is presently unimproved, but historically, single-family residential homes and gardens/orchards were located thereon. In addition, a previous applicant obtained preliminary plat approval to allow subdivision of 24 acres of the site into 41 single-family residential lots. However, the application expired and the previous applicant preformed no work on the site. Portions of the site were used as a rock quarry and contain steep slopes associated therewith.

10. The present applicant submitted an application for preliminary plat approval on October 10, 2017, that the City deemed complete on November 7, 2017 (Exhibit G-3). Pursuant to RCW 58.17.033 the applicant vested the preliminary plat for consideration under the comprehensive plan, zoning regulations, and land use codes in effect on said date. At the hearing staff testified that the City has amended its zoning code and critical areas ordinance subsequent to submittal of the complete application. However, the project is vested under the zoning code and critical areas ordinance in effect on November 7, 2017.

11. As set forth in the applicant's Geotechnical Critical Areas Assessment, the west-central portion of the site was formerly used as a gravel pit/borrow source, and the north and west sides thereof consist of steep, reclaimed slopes. Beginning at the north property line, the topography generally slopes down to the south at about 15 to 40 percent with steeper slopes located in the northeast corner. The central portion of the site flattens to about five to ten percent, but steepens to 40-50 percent

at the gravel pit and at an incised stream channel. The vertical heights of the steep slope areas measure 100 to 120 feet. At the toe of the gravel pit the slopes flatten to about 20 percent, and a stormwater pond is located thereon. Below the gravel pit the ground surface continues to slope to the south at ten to 30 percent before flattening at the Puyallup River Valley. The total vertical height across the site measures approximately 300 feet.

12. The site contains significant wetland and stream areas to include six wetlands and two, distinct, stream channels. One stream originates in the northern, upper portion of the plat and flows south to the lower portion. This stream is seasonal and intermittently flows into Wetland C. The second stream is located in a very narrow, manmade channel that conveys flows from Wetland E to Wetland C (see Exhibit D2). Three wetlands are located within the regulated stream channel and are characterized as riparian wetlands. One wetland is isolated within the area of the former quarry. The applicant will protect all wetland and stream areas with required buffers subject to averaging.

13. Eight parcels of the project site, to include the developable portion, are located within the Single Family Moderate designation of the City of Edgewood Comprehensive Plan that authorizes single-family, detached, dwelling units in an effort to preserve and maintain established, residential neighborhoods. Two parcels are located in the Mixed Residential Moderate designation that provides locations for urban housing types to include duplexes and multi-family dwellings. The proposed plat is consistent with the Comprehensive Plan.

14. The site is located within the Single Family Moderate (SF-3) zone classification of the Edgewood Municipal Code (EMC) with the exception of one parcel in the northeast portion that is zoned Mixed Use Residential (MUR). The applicant proposes development consistent with the SF-3 classification that allows densities of between one dwelling unit per acre (minimum) and three dwelling units per acre (maximum). A minimum density subdivision would authorize 23 dwelling units on the site, and a maximum density subdivision would authorize 70 dwelling units on the site. The applicant's proposal of 56 dwelling units calculates to a density of 2.31 dwelling units per net acre, well below the maximum.

15. Since the applicant proposes community, onsite, septic disposal systems to serve all proposed lots, EMC 18.80.040(E)(2) requires a minimum lot size of 8,750 square feet. All lots meet the size requirement as well as the width requirement of at least 50 linear feet of frontage on the proposed public roads. All lots also exceed 50 feet in width. The rectangular lot configurations will allow a reasonably sized, single-family residential dwelling that will meet all required setbacks of the SF-3 zone as set forth in EMC 18.80.040(E)(4)(a). The project complies with all bulk regulations of the SF-3 zone classification.

16. The applicant must meet all landscaping and significant tree preservation requirements as set forth in EMC 18.90.090 and 19.90.180. Landscaped areas will include the storm ponds, frontage on 36th Street East, and along the internal roadways. The applicant must submit a tree preservation plan that shows retention of 50 percent of the significant trees located in the lot area of the site. The applicant has not done so as yet, but previous submittals did not include the trees retained in developable areas that would remain in open space. A condition of approval requires the tree preservation plan.

17. Due to the 50 foot width of the plat access road to the north, the City has recommended a condition that requires mitigation in the form of planting trees and shrubs to screen the plat road from adjacent parcels. In response to the testimony of Patricia and Steve Green whose parcel abuts the east side of the plat access road, a condition of approval requires installation of an attractive, six foot tall, solid board fence on the east side of said internal access road (Road A) from the 36th Street East right-of-way to the north property line of proposed Lot 1. Such will mitigate impacts of vehicle headlights, engine noise, and loss of privacy.

18. The applicant has submitted significant studies addressing the critical areas on the site to include a stream and stream buffer delineation; wetland delineation and assessment report; and geotechnical reports assessing landslide hazard areas, seismic hazard areas, and erosion hazard areas. Furthermore, similar studies were performed for the previously approved preliminary plat. The applicant proposes buffer averaging for the onsite stream due to the roadway design that will provide access to the entire site. The City's independent experts have concurred with the findings and recommendations of all critical area experts. Furthermore, the previously approved plat was allowed vehicular access from Meridian that crossed the stream. The applicant has secured another access to the site that avoids impacts to all critical areas, to include the stream. Development of the plat will cause the loss of 11,954 square feet of stream buffer, but will be compensated for by provision of an additional 23,863 square feet of buffer at a contiguous area. No significant impacts will occur from the buffer reductions.

19. The applicant submitted a Traffic Impact Analysis (TIA) prepared by Heath and Associates, a qualified, traffic engineering firm. The City's independent traffic expert, Transpo Group, preformed a peer review of the Heath report and eventually approved said report in a letter dated August 21, 2018. The Heath report estimates that the subdivision will generate a daily average of 616 vehicle trips, 49 of which will occur during the a.m. peak period and 62 during the p.m. peak period. All traffic will travel east on 36th Street East to Meridian, whereat 55 percent will turn north, 25 percent will turn south, and 20 percent will continue east on 36th Street. The Heath analysis shows that more than adequate entering and stopping sight distance is available at the intersection of the new, internal plat road and 36th Street. The intersection of Meridian and 36th Street is controlled by a traffic signal and the intersection currently operates at Level of Service (LOS) B. In 2021 the intersection

with or without the project will operate at LOS C. The plat access road and 36th Street will operate at LOS A during both the a.m. and p.m. peak periods in 2021. As mitigation for the plat's traffic impacts, the applicant must pay the City Traffic Impact Fee for each lot, and will provide a school bus stop at the intersection of the internal plat road and 36th Street.

20. Drainage District 21 and neighbors downhill from the site express concerns regarding stormwater runoff from the project site. Neighbors assert that the applicant should have prepared a downstream analysis. The applicant did in fact submit a downstream analysis dated October 17, 2018, that Drainage District 21 seems to accept, subject to a request for imposition of conditions of approval.

21. The applicant's system must meet all City stormwater requirements and must include detention ponds that will match the pre-developed release rate of up to the 50 year storm event. The pre-developed release rate is determined by considering the entire site as forested. The north pond will discharge to a nearby wetland buffer where the water will commence following the downstream path to an existing, 30 inch culvert that crosses beneath a maintenance road. The water then continues flowing west and outfalls into "no name creek". The south detention pond will discharge to an existing culvert to the south. No infiltration is proposed due to soil conditions. The Examiner has imposed conditions proposed by Drainage District 21 with one exception. A condition determining future responsibility is not proper.

22. Residents raise concerns regarding security along Fourth Street and the haul route, the frequency of the checks of the community septic systems, and their location less than 1,000 feet from a wellhead. Road security is best determined by the City and its police department. The community drainfields are heavily regulated by both the Tacoma-Pierce County Health Department and the State of Washington Department of Health. The applicant must satisfy all such criteria. Compliance with said criteria will assure the protection of the wellhead and proper operation of the system itself. Residents also raise concerns regarding the safety of 36th Street. The applicant will make improvements thereto, but the EMC does not require the installation of sidewalks. Furthermore, the responsible official did not impose a mitigating measure requiring sidewalks during SEPA review. Finally, while residents believe that the site should remain in its natural state and turned into a park, the Edgewood City Council has determined that this site is appropriate for development in accordance with the SF-3 zone classification. In Kenart and Associates v. Skagit County, 37 Wn. App. 295 (1984), our Washington Court of Appeals discussed residents' concerns regarding the loss of agricultural land to residential development as follows:

> ...Loss of agricultural land which has been zoned residential does not impress us as a logical reason for denial. We also have difficulty understanding, without more explanation, why disruption of existing rural lifestyles and a surplus of lots in the community are valid

reasons for denial....37 Wn. App. 295 @ 303

Thus, the applicant is entitled to improve the site with a residential subdivision subject to compliance with all applicable provisions of the EMC, the mitigating measures set forth in the MDNS, and conditions imposed hereinafter.

23. Prior to obtaining preliminary plat approval the applicant must show that the request satisfies the criteria set forth in EMC 16.04.080. Findings on each criterion set forth therein are made hereinafter:

A. Criterion A requires the applicant to show that the proposed subdivision conforms to the Comprehensive Plan, the development standards set forth in EMC Title 18, critical areas regulations set forth in Title 14, and all other codes, ordinances, standards, policies, or plans adopted by the City. As previously found the proposed subdivision conforms with the applicable Single Family Moderate designation of the Comprehensive Plan and satisfies all bulk regulations of the SF-3 zone classification. Conditions of approval assure compliance with all development standards and critical areas regulations. Conditions also assure compliance with all other adopted standards of the City.

B. Criterion B requires the applicant to show that the subdivision makes adequate provision for open spaces, drainage ways, streets, alleys, other public ways, potable water, transit facilities, sanitary sewers where required, parks, playgrounds, schools, sidewalks, and trails that assure safe walking conditions for students. The plat satisfies all such criteria as the project will maintain 16.34 acres in critical areas/buffers and will provide a storm drainage system that complies with City standards. Public streets constructed to City standards will serve all plat lots. However, the applicant will need to obtain a deviation from the maximum cul-de-sac length limitation from Public Works. Mt. View-Edgewood Water Company will provide potable water and fire flow, and Pierce Transit has requested no improvements. Onsite septic community drainfields approved by the Health Department and Department of Health will serve the site until sanitary sewers become available. While the applicant proposes no parks or playgrounds, EMC 16.06.120 provides that adequate provisions are made for parks and open spaces if a City park exists within a ten minute walk. The project is located within a ten minute walk of a future City park located at the intersection of 36th Street and Meridian. The 18 acre park site was recently purchased from the Puyallup School District. Compliance with the City School Impact Fee Ordinance will ensure adequate provision for schools. The construction of sidewalks along at least one side of internal plat roads to the new school bus stop at the intersection of the internal plat road and 36th Street will assure safe walking conditions for students.

C. Criterion C requires identification of environmental impacts of the proposed, full subdivision together with means of mitigating said impacts. In the present case the City responsible official issued a threshold MDNS imposing 20 mitigating measures that address surface water, limitation in construction hours, haul routes, tree preservation and retention, and critical areas. No one filed an appeal of the threshold determination and it is therefore final.

D. Compliance with all conditions of approval to include the mitigating measures in the MDNS will assure that the subdivision will serve the public use and interest and that it makes adequate provision for the public health, safety, and general welfare. The subdivision will provide an attractive location for single-family residential homes while at the same time maintaining significant open space areas.

24. Prior to obtaining preliminary plat approval the applicant must also show that the request satisfies all criteria set forth in RCW 58.17.110. These criteria mirror the criteria set forth in the EMC, and for the reasons set forth above, the application satisfies all criteria set forth therein.

CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.

2. The proposed preliminary plat of Wolf Point satisfies all criteria set forth in EMC 16.04.080 and therefore should be approved subject to the following conditions:

   1. The project shall be developed in conformance with the MDNS issued for the project. Additional SEPA review shall be required if the project is revised in a way inconsistent with the existing MDNS.

   2. The applicant shall submit for design review approval prior to building permit submittal for the development of the individual lots in accordance with EMC 18.95.050(B) small lot design.

   3. The following landscaping types shall be provided:

      a. Storm pond landscaping pursuant to EMC 18.90.090(D)(18) and the City's construction standards shall be installed for each above ground stormwater facility.
      b. The periphery of the access road A at the perimeter of the plat shall be landscaped to mitigate for significant tree removal and provide screening for adjacent properties.

c. All areas requiring landscaping shall be irrigated in accordance with EMC 18.90.090(F).

4. Landscape and irrigation construction plans shall be submitted for City review and approval as a part of the Site Development Permit. Landscaping shall be installed or bonded for prior to final plat application.

5. A Homeowners' Association (HOA) shall be created to address all private improvements within the proposed plat including storm/park tract and stormwater facilities, private access ways, curbs and gutters associated with private access ways, access way lighting, landscaping, and irrigation. Associated Covenants, Conditions and Restrictions (CCRs) shall be submitted at the time of final plat for review and approval. Once approved by the City, the CCRs shall be recorded separately at the time of final plat recording and the recording number shall be handwritten on the face of the final plat and the final plat number hand-written on the cover sheet of the CCRs as cross-reference.

6. Addresses shall be requested from the City during site development and depicted on the face of the final plat at the time of final plat approval.

7. The applicant shall obtain required Demolition Permits from the City prior to demolition of the structures existing on the site. Existing oil tank shall be appropriately decommissioned.

8. Land division notification language shall be included on the face of the final plat pursuant to EMC 14.10.080(C) for each critical area present at the site.

9. Regarding the landslide hazard area located NE of lot 48, the applicant shall either address the review comments provided in Exhibit D11 (Geotechnical Review Wolf Point Landau Associates 1/30/19) and obtain peer concurrence as to the stability of the slope or the project shall revert to the initial proposal in this area to preserve and protect this area as a landslide hazard area. The applicant shall complete this peer review prior to final plat application.

10. The applicant shall submit street improvement construction plans for the proposed public roadway, prepared by a licensed engineer for review and approval by the City, prior to final plat submittal. Improvements shall be designed in compliance with EMC Title 12 (Streets, Sidewalks and Public Places), which adopts Pierce County Code (PCC) Titles 12 and 17B by reference. The specific cross section shall be in accordance with the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County," and Pierce County Standard Drawing PC.A3.2 and as described below.

11. The onsite roadway(s) shall include, at minimum, a 24-foot drive lane (per City of Edgewood Local Street cross-section and PCC Section 17B.20.040, Table 17B.20.040-3), a concrete curb and gutter section on both sides of the road, a stormwater management system per EMC 13.05, and a 5-foot concrete sidewalk on both sides. "No Parking" signage must be provided on both sides of the road if the drive lane is narrower than 28 feet, or on one side if the drive lane is between 28 and 34 feet wide (EMC 15.05.110). Any cul-de-sac EVA turnaround is required to have a minimum driven surface of 96-foot diameter (48-foot radius) per the International Fire Code (IFC). The site development plans must be submitted to the City of Edgewood and be approved prior to site development commencement.

12. The proposed roadway intersection to the proposed on-site road from 36th Street East shall be constructed in accordance with EMC Title 12, which adopts by PCC Title 17B, including Section 17B.10.060, the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County." Details on the roadway intersection improvements may be found in Chapter 5: Access and Intersections.

13. The proposed on-site public right-of-way must include the entire width of the roadway improvements, from back-of-sidewalk to back-of-sidewalk, with a minimum width of 40 feet.

14. The applicant shall submit lighting plans for the proposed onsite roadway, consistent with City of Edgewood design standards, for review and approval by the City, prior to final plat submittal. Vehicle-level street lighting shall be provided at the end of all cul-de-sac turnarounds and proposed roadway intersections (per PCC 17B.20.005, Table 17B.20.005-2, as incorporated in EMC Title 12). Installation of the proposed public street lighting shall be the responsibility of the developer, and ongoing utility charges and maintenance shall be the responsibility of the City.

15. The applicant shall submit a plan detailing all roadway signs in accordance with Manual on Uniform Traffic Control Devices (MUTCD) standards, for review and approval by the City Engineer, prior to site development permit issuance. This shall include, but is not limited to, signage at all proposed roadway intersections.

16. All site development work must be deemed Substantially Complete by the City prior to final plat application, with any remaining work bonded for prior to final plat approval and recording.

17. The applicant shall provide right of entry by the City of Edgewood for all stormwater facilities prior to final site development approval, including execution and recording of a Stormwater Facility Maintenance Agreement on a form approved and provided by the City. If constructed conditions are found to be different than those designed and approved, the applicant's engineer shall revise the stormwater system accordingly. Any revisions shall be provided to the City of Edgewood and approved prior to implementation and final site development construction approval. Corrections and/or design errors may require revisions to the plat.

18. The following shall be added to the face of the final plat drawings:

MAINTENANCE COVENANT

Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated herein on the plat for the Wolf Point Subdivision. No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owners association as established by covenant recorded under Auditor's file number _____.

19. The applicant shall coordinate and receive approval for their water system plans from Mt. View-Edgewood Water Company (MTVE) prior to final site development approval. The applicant shall provide water service improvements in accordance with the MTVE requirements and provide documentation of MTVE approval to the City as a part of the final plat application.

20. This project shall comply with the Edgewood Municipal Code, the 2015 International Fire Code and the City of Edgewood Standards (NFPA) as established by the Fire Chief. Fire hydrants locations shall be provided for review and approval with the site development permit. A maximum spacing for fire hydrants serving single family residences shall be 600 feet, with no lot being located more than 400 feet from a fire hydrant.

21. As the fire apparatus roads are anticipated to exceed 10% grade within this project, residential fire sprinklers shall be required for all lots within the subdivision. This requirement shall be noted on the face of the final plat prior to recording.

22. The applicant shall notify Drainage District 21 if it installs additional culverts downhill from the south detention pond that would potentially impact the existing drainage conveyance.

23. The applicant shall notify District 21 of the construction start date.

24. Subject to prior, reasonable requests the applicant shall allow the Drainage District reasonable access to the site during construction.

25. The applicant shall provide a copy of the final storm drainage plan to Drainage District 21 along with a period of two weeks in which to provide comments thereon. However, the City of Edgewood has sole authority to approve or disapprove the storm drainage plans.

26. The decision set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.

27. The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.

DECISION:

The request for preliminary plat approval of Wolf Point is hereby granted subject to the conditions contained in the conclusions above.

ORDERED this 20th day of March, 2019.

STEPHEN K. CAUSSEAUX, JR.
Hearing Examiner

17X

TRANSMITTED this 20th day of March, 2019, to the following:

APPLICANT:

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Jim Brown
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Seattle, WA 98119

CITY OF EDGEWOOD

FILE NO.: **17-1444**
WOLF POINT PRELIMINARY SUBDIVISION

NOTICE

Administrative Appeal: An applicant or other party of record who may be aggrieved by the decision may appeal the decision within 14 days of the issuance of the decision consistent with the provisions of EMC 18.40.090(L), Appeals. If a written notice of appeal is received within the appeal period, the decision shall be referred to the City Council and shall not become final until the appeal process is complete and the city issues a final decision. If no appeal is submitted within the 14 calendar day appeal period, the preliminary approval shall become final on the first calendar day following the expiration of the appeal period. Upon the decision becoming final, the applicant may engage in activity based on the decision, provided applicable permits have been approved.

Duration of Permit Approval: The preliminary plat included in this decision is subject to EMC 16.04.170 and Chapter 58.17 RCW, which governs the expiration of the preliminary plat approvals and currently requires a final plat application be submitted within 5 years of this approval.

Property Tax Valuation: Affected property owners may request a change in property tax valuation notwithstanding any program of revaluation by contacting the Pierce County Assessor-Treasurer.

Availability of Complete Project Permit File for Review**:** The complete project permit file, including findings, conclusions and conditions of approval, if any, is available for review at the City of Edgewood, 2224 104th Avenue East, Edgewood WA. Please contact Kristin Moerler, Senior Planner; at 253-952-3299 should you desire to review the file.

NOTE: In an effort to avoid confusion at the time of filing a request for reconsideration, please attach this page to the request for reconsideration.

Revised 3/7/2024

WOLF POINT - HEARING EXAMINER CONDITIONS			
Cond. #	Condition Text	Applicant Response	City Staff Response
1	The project shall be developed in conformance with the MDNS issued for the project. Additional SEPA review shall be required if the project is revised in a way inconsistent with the existing MDNS.	So noted. A SEPA Addendum was issued on May 18, 2021. New construction hours of EMC 18.90.140(G) are now applicable. See SEPA Addendum Tab.	See SEPA Conditions Matrix Tab and SEPA Addendum.
2	The applicant shall submit for design review approval prior to building permit submittal for the development of the individual lots in accordance with EMC 18.95.050(8) small lot design.	So noted. D.R. Horton will apply for design review approval prior to building permit application for the future residences.	Acknowledged.
3a	Storm pond landscaping pursuant to EMC 18.90.090(0)(18) and the City's construction standards shall be installed for each above ground stormwater facility.	Storm pond landscaping will be installed or bonded for prior to final plat recordation. See Landscape Plan Tab for approved planting plan. A Bond Quantity Worksheet for landscape, street trees, and critical areas has been submitted for review/approval. A performance bond for the critical area plantings/signage and plat-level landscaping/street trees will be provided upon approval of the Bond Quantity Worksheet and City bond form.	Applicant provided a bond for required landscaping. Bond quantity worksheet and bond form were approved and the bond was accepted.

3b	The periphery of the access road A at the perimeter of the plat shall be landscaped to mitigate for significant tree removal and provide screening for adjacent properties.	The approved landscape plan includes the required landscaping on both sides of Road A at the intersection with 36th Street East. See Landscape Plan Tab for approved planting plan. A Bond Quantity Worksheet for landscape, street trees, and critical areas has been submitted for review/approval. A performance bond for the critical area plantings/signage and plat-level landscaping/street trees will be provided upon approval of the Bond Quantity Worksheet and City bond form.	Applicant provided a bond for required landscaping. Bond quantity worksheet and bond form were approved and the bond was accepted.
3c	All areas requiring landscaping shall be irrigated in accordance with EMC 18.90.090(F).	All areas requiring landscaping will have temporary irrigation during plant establishment. Street trees planted on the lots will be watered and maintained by the lot owners. The CCRs stipulate that the HOA will be required to provide water via water trucks in the event of drought. See Draft CCRs Section 11.2.	Applicant has proposed temporary irrigation for establishment and drought tolerant landscape materials, as well as a contingency plan for times of drought described in the Draft CCRs Section 11.2. Temporary irrigation is included in the landscape bond.

4	Landscape and irrigation construction plans shall be submitted for City review and approval as a part of the Site Development Permit. Landscaping shall be installed or bonded for prior to final plat application.	The landscape plans were approved with the civil plans/Site Development Permit. See Landscape Plan Tab for approved planting plan. Landscaping will be bonded for prior to plat recordation. A Bond Quantity Worksheet for landscape, street trees, and critical areas has been submitted for review/approval. A performance bond for the critical area plantings/signage and plat-level landscaping/street trees will be provided upon approval of the Bond Quantity Worksheet and City bond form.	Applicant provided a bond for required landscaping. Bond quantity worksheet and bond form were approved and the bond was accepted.

5	A Homeowners' Association (HOA) shall be created to address all private improvements within the proposed plat including storm/park tract and stormwater facilities, private access ways, curbs and gutters associated with private access ways, access way lighting, landscaping, and irrigation. Associated Covenants, Conditions and Restrictions (CCRs) shall be submitted at the time of final plat for review and approval. Once approved by the City, the CCRs shall be recorded separately at the time of final plat recording and the recording number shall be handwritten on the face of the final plat and the final plat number hand-written on the cover sheet of the CCRs as cross-reference.	The Wolf Point Homeowners Association has been created with the Washington Secretary of State. See HOA Tab for Certificate of Formation ~~Annual Report filing~~ from the Washington Secretary of State. The revised ~~Draft~~ CCRs have also been included with this submittal.	Acknowledged.
6	Addresses shall be requested from the City during site development and depicted on the face of the final plat at the time of final plat approval.	Addressing is depicted on the face of the final plat. In addition, road names consistent with the lot addressing has been added to the Access Tracts.	Acknowledged.

7	The applicant shall obtain required Demolition Permits from the City prior to demolition of the structures existing on the site. Existing oil tank shall be appropriately decommissioned.	All structures were demolished prior to D.R. Horton ownership. The structures depicted on Sheets C6 and C7 are based the boundary/topography map prepared in connection with the 2008 Wolf Point Preliminary Plat approved under Edgewood application number 3363 which subsequently expired. A 2008 demolition permit was issued in connection with the expired plat and the structures and oil tanks were removed at that time. No oil tanks were found during site grading and civil infrastructure installation. See 2005 & 2008 Aerial Tab for more information.	Acknowledged.
8	Land division notification language shall be included on the face of the final plat pursuant to EMC 14.10.080(C) for each critical area present at the site.	Aquifer Recharge Area has been added to the land division notification language has been included on Sheet 2 of the final plat.	Completed.

9	Regarding the landslide hazard area located NE of lot 48, the applicant shall either address the review comments provided in Exhibit D11 (Geotechnical Review Wolf Point Landau Associates 1/30/19) and obtain peer concurrence as to the stability of the slope or the project shall revert to the initial proposal in this area to preserve and protect this area as a landslide hazard area. The applicant shall complete this peer review prior to final plat application.	The plat configuration was revised from the plan found in Exhibit B3 in order to provide greater separation from the landslide hazard area located NE of Lot 48. See Lots 47 & 48 Tab. The See Sheets C5, C6, and C9 of the revised, approved civil plans dated December 22, 2023 and Sheet 9 of the final plat map.	The applicant submitted a preliminary plat modification, City of Edgewood File #20-1035. The modification proposed relocation of Lots 47 & 48 away from the landslide hazard area. The modification was approved April 2020, and the final plat reflects the revised layout.

10	The applicant shall submit street improvement construction plans for the proposed public roadway, prepared by a licensed engineer for review and approval by the City, prior to final plat submittal. Improvements shall be designed in compliance with EMC Title 12 (Streets, Sidewalks and Public Places), which adopts Pierce County Code (PCC) Titles 12 and 178 by reference. The specific cross section shall be in accordance with the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County," and Pierce County Standard Drawing PC.A3.2 and as described below.	Civil constructions plans were submitted for review and were approved by the City of Edgewood on May 6, 2021. Revised civil plans incorporating gravity sewer, force main, and a sewer lift station were submitted for review to the City of Edgewood and were approved on December 22, 2023.	Acknowledged.

11	The onsite roadway(s) shall include, at minimum, a 24-foot drive lane (per City of Edgewood Local Street cross-section and PCC Section 178.20.040, Table 178.20.040-3), a concrete curb and gutter section on both sides of the road, a stormwater management system per EMC 13.05, and a 5-foot concrete sidewalk on both sides. "No Parking" signage must be provided on both sides of the road if the drive lane is narrower than 28 feet, or on one side if the drive lane is between 28 and 34 feet wide (EMC 15.05.110). Any cul-de-sac EVA turnaround is required to have a minimum driven surface of 96-foot diameter (48-foot radius) per the International Fire Code (IFC). The site development plans must be submitted to the City of Edgewood and be approved prior	Civil constructions plans were submitted for review and were approved by the City of Edgewood on May 6, 2021. Revised civil plans incorporating gravity sewer, force main, and a sewer lift station were submitted for review to the City of Edgewood and were approved on December 22, 2023. See Sheets C24-C33 of the approved civil plans.	Acknowledged.

12	The proposed roadway intersection to the proposed on-site road from 36th Street East shall be constructed in accordance with EMC Title 12, which adopts by PCC Title 178, including Section 178.10.060, the "Manual on Design Guidelines and Specifications for Road and Bridge Construction in Pierce County." Details on the roadway intersection improvements may be found in Chapter 5: Access and Intersections.	Civil constructions plans were submitted for review and were approved by the City of Edgewood on May 6, 2021. Revised civil plans incorporating gravity sewer, force main, and a sewer lift station were submitted for review to the City of Edgewood and were approved on December 22, 2023. See Sheet C21.	Acknowledged.
13	The proposed on-site public right-of-way must include the entire width of the roadway improvements, from back-of-sidewalk to back-of-sidewalk, with a minimum width of 40 feet.	Civil constructions plans were submitted for review and were approved by the City of Edgewood on May 6, 2021. Revised civil plans incorporating gravity sewer, force main, and a sewer lift station were submitted for review to the City of Edgewood and were approved on December 22, 2023.	Acknowledged.
14	The applicant shall submit lighting plans for the proposed onsite roadway, consistent with City of Edgewood design standards, for review and approval by the City, prior to final plat submittal. Vehicle-level street lighting shall be provided at the end of all cul-de-sac turnarounds and proposed roadway intersections (per PCC	Civil constructions plans, including street lights, were submitted for review and were approved by the City of Edgewood on May 6, 2021. Revised civil plans incorporating gravity sewer, force main, and a sewer lift station were submitted for review to the City of Edgewood and were approved on December 22, 2023. See Sheets C24-C33 of the	Bond for right of way improvements has been accepted.

15	The applicant shall submit a plan detailing all roadway signs in accordance with Manual on Uniform Traffic Control Devices (MUTCD) standards, for review and approval by the City Engineer, prior to site development permit issuance. This shall include, but is not limited to, signage at all proposed roadway intersections.	Civil constructions plans, includign street signage, were submitted for review and were approved by the City of Edgewood on May 6, 2021. Revised civil plans incorporating gravity sewer, force main, and a sewer lift station were submitted for review to the City of Edgewood and were approved on December 22, 2023. See Sheets C24-C33 of the approved civil plans. Bond Quantity Worksheet and Bond Form have been approved by the City and the bond has been ordered. Bond is anticipated to be submitted to the City by Februrary 28th. Installation of street sings was included in the bond.	Bond for right of way improvements has been accepted.
16	All site development work must be deemed Substantially Complete by the City prior to final plat application, with any remaining work bonded for prior to final plat approval and recording.	Site development work is substantially complete, with the exception of final lift, lanscaping, critical area mitigation, portions of the gravity sewer, and the sewer lift station. Performance bonds will be provided to the City prior to final plat recordation.	The Chuck Hendricksen, City Engineer, issued a City Engineer's Certificate of Improvements for the project on January 17, 2024.

17	The applicant shall provide right of entry by the City of Edgewood for all stormwater facilities prior to final site development approval, including execution and recording of a Stormwater Facility Maintenance Agreement on a form approved and provided by the City. If constructed conditions are found to be different than those designed and approved, the applicant's engineer shall revise the stormwater system accordingly. Any revisions shall be provided to the City of Edgewood and approved prior to implementation and final site development construction approval. Corrections and/or design errors may require revisions to the plat.	Final site development approval was obtained prior to D.R. Horton purcasing the property. It is presumed, as evidenced by the Civil plan approval on May 6,2021, that the requisite right of entry and Stormwater Facility Maintenance Agreement has been satisfied. Revisions to the storm drainage system were incorporated in the revised civil plans approved on December 22, 2023. See Sheets C11-C14 and C22 - C23 of the approved civil plans. The revised, DR Horton Executed Maintenance Agreement on the City's current form is provided with this resubmittal.	Acknowledged.
18	The following shall be added to the face of the final plat drawings:		
	MAINTENANCE COVENANT		

	Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated herein on the plat for the Wolf Point Subdivision. No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owners association as established by covenant recorded under Auditor's file number_____	The required Maintenance Covenant Note has been included on Sheet 2 of the final plat. The maintenance covenant that is to be recorded and referenced on Sheet 2 has been submitted for review and approval with the final plat submittal.	The note is included on the final plat as conditioned, with minor adjustment reflecting that the subdivision is a plat community.
19	The applicant shall coordinate and receive approval for their water system plans from Mt. View-Edgewood Water Company (MTVE) prior to final site development approval. The applicant shall provide water service improvements in accordance with the MTVE requirements and provide documentation of MTVE approval to the City as a part of the final plat application.	Mt. View-Edgewood Water Company approved plans on July 16, 2020. Revised plans accommodating the gravity sewer, force main, and lift station were approved on May 12, 2023. See Certificate of Water Availability for Final Plat on the Water-Sewer Availability Tab.	A certificate of water availability from MTVE was provided indicating that the project may proceed with final plat.

20	This project shall comply with the Edgewood Municipal Code, the 2015 International Fire Code and the City of Edgewood Standards (NFPA) as established by the Fire Chief. Fire hydrants locations shall be provided for review and approval with the site development permit. A maximum spacing for fire hydrants serving single family residences shall be 600 feet, with no lot being located more than 400 feet from a fire hydrant.	The project complices with EMC and the 2015 IFC. See Sheets C41-C50 of the civil plans approved on December 22, 2023.	Hydrant spacing was reviewed and approved by James Tumelson, Chief Building and Fire Official on December 22, 2023.
21	As the fire apparatus roads are anticipated to exceed 10% grade within this project, residential fire sprinklers shall be required for all lots within the subdivision. This requirement shall be noted on the face of the final plat prior to recording.	A note indicating a requirement for fire sprinklers for all lots can be found on Sheet 2 of the final plat.	The note is included on the final plat as conditioned.
22	The applicant shall notify Drainage District 21 if it installs additional culverts downhill from the south detention pond that would potentially impact the existing drainage conveyance.	No additional culverts were installed south of the detention pond.	In 2020, Drainage District 21 was dissolved and the City of Edgewood assumed responsibility for maintenance and operation of Drainage District 21 facilities.

23	The applicant shall notify District 21 of the construction start date.	So noted. District 21 was notified prior to commencement of construction.	In 2020, Drainage District 21 was dissolved and the City of Edgewood assumed responsibility for maintenance and operation of Drainage District 21 facilities.
24	Subject to prior, reasonable requests the applicant shall allow the Drainage District reasonable access to the site during construction.	So noted. Access was not requested.	In 2020, Drainage District 21 was dissolved and the City of Edgewood assumed responsibility for maintenance and operation of Drainage District 21 facilities.
25	The applicant shall provide a copy of the final storm drainage plan to Drainage District 21 along with a period of two weeks in which to provide comments thereon. However, the City of Edgewood has sole authority to approve or disapprove the storm drainage plans.	So noted. Plans were approved prior to D.R. Horton purchasing the project. Civil plan approval is evidence that the requirement was met.	In 2020, Drainage District 21 was dissolved and the City of Edgewood assumed responsibility for maintenance and operation of Drainage District 21 facilities.
26	The decision set forth herein is based upon representations made and exhibits, including plans and proposals submitted at the hearing conducted by the hearing examiner. Any substantial change(s) or deviation(s) in such plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.	So noted. A Minor Modification to the approved Preliminary Subdivision (Edgewood Permit No. 23-1170) was approved on June 7, 2023 converting Lot 17 to a utility tract for the future lift station. See Minor Modification Tab for the Administrative Decision.	No substantial changes were made. Two minor modifications to the preliminary plat meeting the criteria in EMC 16.04.120 were approved. City file #20-1035 to relocate two lots away from the landslide hazard area was approved April 24, 2020 and city file #23-1170 to convert Lot 17 to a utility tract was approved June 7, 2023.

27	The authorization granted herein is subject to all applicable federal, state, and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances is a condition precedent to the approvals granted and is a continuing requirement of such approvals. By accepting this/these approvals, the applicant represents that the development and activities allowed will comply with such laws, regulations, and ordinances. If, during the term of the approval granted, the development and activities permitted do not comply with such laws, regulations, or ordinances, the applicant agrees to promptly bring such development or activities into compliance.	So noted and agreed.	Acknowledged.

WOLF POINT - SEPA MITIGATING MEASURES			
Cond. #	Condition Text	Applicant Response	City Staff Response
1	All construction activity shall be limited to between the hours of 8 a.m. and 5 p.m., Monday through Friday. A Pre-Construction Meeting with the City of Edgewood shall be held prior to any site development activity.	Construction hours were modified by SEPA Addendum approved on May 18, 2021. New construction hours of EMC 18.90.140(G) are now applicable. A Pre-Construction Meeting was held with The City of Edgewood on May 4, 2021. See SEPA Addendum Tab for more	Construction hours were modified by SEPA Addendum dated May 18, 2021. The construction hours were replaced with those listed in EMC 18.90.140(G). A pre-
2	Prior to approval of site development permits, the applicant shall prepare a haul route plan for review and approval for any material proposed to be exported from the site to an approved off- site location.	So noted. No material was exported from the site and no haul route plan was required.	A haul route plan was prepared by Contour Engineering, dated April 2020, and provided with the submittals for Site Development permit 19-1413.
3	Compliance with EMC Chapters 13.05 (Stormwater Manual- Site Development Regulations) and 13.25 (Illicit Stormwater Discharges) is required during and following any site development activity, including submittal of a Stormwater Site Plan. EMC 18.80.040 E.3 limits projects in the Single Family 3 (SF-3) zone to 50% hard surface area and 40% effective impervious surface area. The applicant must demonstrate compliance with these limits and address surface water runoff from all developed site areas prior to site development permit approval and issuance.	So noted. Approved civil plans dated May 6, 2021 and revised, approved civil plans dated December 22, 2023 are evidence of compliance.	Acknowledged.

4	The applicant must provide a downstream analysis per EMC 13.05 to identify any potential capacity problem(s) and how they will be addressed, for review and acceptance by the City of Fife and Drainage District 22 prior to site development permit approval.	So noted. Approved civil plans dated May 6, 2021 and revised, approved civil plans dated December 22, 2023 are evidence of compliance.	Acknowledged.
5	The applicant shall acquire a National Pollution Discharge Elimination System (NPDES) permit and provide a copy of the permit to the City of Edgewood prior to site development permit issuance for any work requiring more than one (1) acre of land disturbance.	So noted. WAR308527 was transferred from the prior owner to SSHI LLC dba D.R. Horton on April 15, 2021. See NPDES Permit Tab for more information.	Acknowledged.
6	Pursuant to Volume III, Chapter 3.12 of the 2015 PCM (adopted by EMC 13.05), emergency overflows from detention ponds shall be conveyed toward an acceptable discharge point. The existing wetland and stream drainage course flows through a ravine along the east edge of the project site, which may not be an acceptable conveyance for overflows under existing conditions. The applicant must demonstrate conformance with this requirement for any overflow discharge prior to site development permit approval or issuance.	So noted. Approved civil plans dated May 6, 2021 and revised, approved civil plans dated December 22, 2023 are evidence of compliance. Revisions to the storm drainage system were incorporated in the revised civil plans approved on December 22, 2023. See Sheets C11-C14 and C22 - C23 of the approved civil plans.	Acknowledged.

7	Any treated stormwater discharged from detention ponds should be directed towards wetlands in accordance with accepted standards and regulations (such as the City's currently adopted stormwater manual per EMC 13.05).	So noted. Approved civil plans dated May 6, 2021 and revised, approved civil plans dated December 22, 2023 are evidence of compliance. Revisions to the storm drainage system were incorporated in the revised civil plans approved on December 22, 2023. See Sheets C11-C14 and C22 - C23 of the approved civil plans.	Acknowledged.
8	Storm drainage flows from Meridian Ave E (SR-161) in the northeastern corner of the site shall be collected and conveyed across the project to the wetland and stream corridor just north of the adjacent parcels "not a part" of this proposal. The applicant shall provide an engineered design for this system, demonstrating how the existing wetland hydrology will be maintained while providing adequate capacity for runoff from upstream tributary areas. The wetland hydrology analysis shall assume existing conditions for the tributary basin area, and a flow restriction device may be required. The conveyance capacity analysis shall assume fully-developed conditions for the tributary basin area.	So noted. Approved civil plans dated May 6, 2021 and revised, approved civil plans dated December 22, 2023 are evidence of compliance. Revisions to the storm drainage bypass swale were incorporated in the revised civil plans approved on December 22, 2023. See Sheets C22 - C23 of the approved civil plans.	Acknowledged.

9	If any onsite retention (infiltration) is proposed, the applicant's geotechnical engineer must provide proof of stormwater design review and acceptance to the City prior to site development permit approval. They shall also verify and confirm soil conditions and design infiltration rates during and following construction. If conditions are found to be different than designed, the applicant's geotechnical engineer shall provide a revised design infiltration rate and the stormwater retention BMPs shall be redesigned accordingly. Any revisions shall be submitted to the City of Edgewood and approved prior to implementation and final site development construction approval. Corrections and/or design errors may require revisions to the plat.	So noted. No on-site infiltration is proposed. Approved civil plans dated May 6, 2021 and revised, approved civil plans dated December 22, 2023 are evidence of compliance.	Acknowledged.

10	The applicant shall preserve significant trees in accordance with EMC 18.90.180. Prior to commencement of clearing and grading, the applicant shall identify the clearing limits on the site including an area free of disturbance corresponding to the critical root zone (CRZ) of the retained significant trees. Per the International Society of Arboriculture, the CRZ for a retained tree corresponds to 1 foot from the base of the tree's trunk for every 1-inch of the trees diameter at 4.5 feet above grade, or the dripline of the tree, whichever is larger. A temporary 48-inch orange plastic construction fencing shall be securely placed at the Critical Root Zone (CRZ) of the tree to identify the limit of clearing. No impervious surfaces, fill, excavation, storage of construction materials, trenching, operations, or parking of vehicles shall be permitted within the area defined by such fencing per EMC 18.90.180(2)(e).	Approved civil plans dated May 6, 2021 and revised, approved civil plans dated December 22, 2023 indicate the location of the critical root zone and limits of clearing. See Sheets C7-C8 of revised civil plans approved on December 22, 2023. This condition was implemented on-site per the approved plans and the trees were retained and protected. See Retained Trees Tab for photos of existing conditions.	Staff completed an inspection of the retained trees March 1, 2024 and confirmed that significant trees were retained consistent with the approved plans.
11	All significant trees within 15 feet of the rear property line on lots 1, 2, and 3 shall be retained and protected during site development activity per #10 above.	Approved civil plans dated May 6, 2021 and revised, approved civil plans dated December 22, 2023 indicate the location of the critical root zone and limits of clearing. See Sheets C7-C8 of revised civil plans approved on December 22, 2023. This condition was implemented on-site per the approved plans and the trees were retained and protected. See Retained Trees Tab for photos of existing conditions.	Staff completed an inspection of the retained trees March 1, 2024 and confirmed that significant trees were retained consistent with the approved plans.

12	Wetland and wetland buffers on the site shall be identified and marked per EMC 14.10.080(H). The outer edge of the critical area boundaries or, if applicable, required buffer boundaries on the site shall be flagged by the qualified professional per EMC 14.30. These boundaries shall then be identified with permanent markers (rebar and cap) and flagged by a licensed surveyor prior to site disturbing activities. The permanent markers shall be clearly visible, durable, and permanently affixed to the ground.	Approved civil plans dated May 6, 2021 and revised, approved civil plans dated December 22, 2023 depict the wetland and wetland buffer as delineated and flagged by a qualified wetland scientist. The clearing limits were established by a licensed surveyor with Contour Engineering and marked in the field with orange construction/silt fencing. Permanent markers will be installed once construction is complete and they are no longer at risk for accidental disturbance. A Bond Quantity Worksheet for landscape, street trees, and critical areas has been submitted for review/approval. A performance bond for the critical area plantings/signage/permanent markers and plat-level landscaping/street trees will be provided upon approval of the Bond	The applicant has provided a bond for permanent markers and will install them when appropriate. The bond quantity worksheet and bond form were approved by the city. The bond was accepted.
13	The applicant shall provide documentation of stream classifications consistent with WAC 222-16-030 and 222-16-031 for all on-site streams.	The updated Stream Classification memo prepared by Gary Schulz, wetland/forest ecologist, dated October 1, 2018 and included in the Hearing Examiner record (d2) documents stream classifications consistent with WAC 222-16-030 and 222-16-031. See Stream Classification Tab for more information.	The applicant provided documentation of stream classification with the preliminary plat, City of Edgewood File #17-1444.

14	The total buffer area after averaging shall be no less than the buffer area prior to averaging and the minimum buffer width after averaging shall not be less than 50 percent of the width as established by EMC 14.30.060(A) for the wetland whose buffer is to be averaged.	Storm Pond Outfall Buffer Mitigation Plan (Critical Area Permit No. 12-1335) was approved on September 21, 2023 addressing the revisions to the outfall design incorporated in the revisd, approved civil plans dated December 22, 2023 demonstrates compliance with this condition. See Sheets C22 - C23 of the revised, approved civil plans dated December 22, 2023.	Buffer averaging was analyzed in the Wolf Point Preliminary Subdivision Staff Report to the city's Hearing Examiner, City of Edgewood File #17-1444. The approved averaging did not reduce any buffers by more than 50 percent of the required width. The removed buffer totaled 11,954 square feet and the replaced buffer totaled 23,863 square feet.
15	The wetland buffer addition area adjacent to Wetland A, as described in the Wetland/Stream Determination- Wolf Pointe Preliminary Plat document, may be degraded with Himalayan Blackberries and other invasive plant species. The applicant shall verify if invasive plants are present in the buffer addition area by conducting an in-the-field review of the buffer addition area with the City's wetland consultant to verify or deny the presence of invasive species prior to site development permit issuance.	Acre Environmental Consulting prepared a memo dated May 12, 2021 documenting the in-field condition of the existing buffer and determined that areas proposed areas of buffer addition would benefit from the proposed mitigation. See Acre C.A. & Mit. Tab for more information.	Invasive plant species were identified in the buffer addition areas. The landscape bond includes removal of invasive species together with enhancement plantings.

16	The applicant shall submit a Buffer Averaging Enhancement Plan for the Wetland A buffer addition areas for review by the City prior to site development permit issuance.	Storm Pond Outfall Buffer Mitigation Plan (Critical Area Permit No. 12-1335) was approved on September 21, 2023 addressing the revisions to the outfall design incorporated in the revisd, approved civil plans dated December 22, 2023 demonstrates compliance with this condition. See Acre C.A. & Mit. Tab for more information.	Buffer averaging enhancement is included in the approved landscape plans and included in the landscape bond. A separate Storm Pond Outfall Buffer Mitigation Plan under City of Edgewood File #23-1335 addresses mitigation of temporary impacts due to construction of the stormwater outfall, and is guaranteed under a separate bond.
17	The applicant shall install permanent signage at the edge of the wetland A buffer area that has been averaged. The signage shall state the type of critical area and that the areas shall remain in a natural condition. The signs shall also contain educational information on the impacts of fertilizers, herbicides, insecticides, and automobile oil on wetland systems. Exact wording, size, and design of the permanent signage shall be submitted for review and approval by the Community Development Department prior to final plat approval.	Permanent signage for the edge of the Wetland A buffer will be installed or bonded for prior to final plat recordation. A Bond Quantity Worksheet for landscape, street trees, and critical areas has been submitted for review/approval. A performance bond for the critical area plantings/signage and plat-level landscaping/street trees will be provided upon approval of the Bond Quantity Worksheet and City bond form. The Draft Signage was submitted to the City via E-mail on February 19, 2024 and has been included in the resubmittal.	The applicant provided a bond for critical area signage and submitted a sign design for review and approval. The bond was accepted by the city.

18	Critical area permanent signage in other parts of the plat, not part of the wetland A buffer average area, shall meet the requirements of EMC 14.10.080(H)-Markers, Fencing, and Signage.	Permanent signage consistent with EMC 14.10.080(H) for all other critical areas will be installed or bonded for prior to final plat recordation. A Bond Quantity Worksheet for landscape, street trees, and critical areas has been submitted for review/approval. A performance bond for the critical area plantings/signage and plat-level landscaping/street trees will be provided upon approval of the Bond Quantity Worksheet and City bond form.	The applicant provided a bond for critical area signage.
19	The applicant shall complete a seismic stability analysis using the current IBC design earthquake or provide other means to justify the current development setbacks to the landslide hazard area for review by the City's geotechnical consultant prior to preliminary plat approval.	The plat configuration was revised from the plan found in Exhibit B3 in order to provide greater separation from the landslide hazard area located NE of Lot 48. See Lots 47 & 48 Tab. The See Sheets C5, C6, and C9 of the revised, approved civil plans dated December 22, 2023 and Sheet 9 of the final plat map.	The applicant submitted a preliminary plat modification, City of Edgewood File #20-1035. The modification proposed relocation of Lots 47 & 48 away from the landslide hazard area. The modification was approved April 2020, and the final plat reflects the revised layout.

20	When site plans have been finalized during the site development review process, but prior to site development permit issuance, the applicant shall have their geotechnical engineer submit a letter to the City verifying their geotechnical conclusions for review by the City and City's geotechnical consultant.	Geo Resources prepared additional geotechnical reports/studies for City review. Landau Associates confirmed agreement, with the exception of the landslide hazard/steep slope adjacent to Lots 47 and 48 in Exhibit D12. The plat configuration was revised from the plan found in Exhibit B3 in order to provide greater separation from the landslide hazard area located NE of Lot 48. See Lots 47 & 48 Tab. The See Sheets C5, C6, and C9 of the revised, approved civil plans dated December 22, 2023 and Sheet 9 of the final plat map.	Acknowledged.

January 17, 2024

SSHI, LLC
11241 Slater Ave NE
Suite 200
Kirkland, WA 98033

RE: ENGINEER'S CERTIFICATE OF IMPROVEMENTS,
WOLF POINT SUBDIVISION (PRELIMINARY PLAT 17-1444, SITE DEVELOPMENT 19-1413)
CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON

Dear SSHI,

This letter is to inform you that, pursuant to City of Edgewood Municipal Code (EMC) Section 16.04.110, the City has received and approved the Improvement Method Report, stating construction of the required improvements are underway, fully bonded, and shall be completed as soon as practicable. The City has determined the required improvements as detailed in the approved Site Development Plans are in accordance with city standards, specifications, and conditions for approving the review of the final plat and said improvements will either be constructed or guaranteed to be installed by a performance bond held by the City prior to Public Works sign off on the final plat.

A copy of this letter certifying these site improvements, along with accompanying documents as outlined in Section 16.04.140, shall be submitted with the final plat application.

If you have any questions, please contact me at (253) 952-3299.

Sincerely,

Chuck Hendricksen, P.E.
City Engineer

Cc: Brett Allen, Contour Engineering
Jeremy Metzler, P.E., Public Works Director
Silas Read, Associate Planner

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB24-0710** - Resolution 24-0710, authorizing temporary use of Edgemont Park for the annual Edgewood Community Picnic	**Agenda Item #:** **For Agenda of: 3/12/2024** **Prepared by: Silas Read, Jeremy Metzler**

Attachments (list):
1. Edgewood Picnic at Edgemont Park_Resolution No. 24-0710

Approval of Materials:		**Expenditure Required:**
Silas Read, Jeremy Metzler		N/A
Rachel Pitzel, City Clerk/HR Director	3/7/2024	**Amount Budgeted:** N/A
Dave Gray	3/7/2024	
Dave Olson	3/7/2024	**Timeline:** 03/12/2024 RCM

Summary Statement: Edgewood Municipal Code (EMC) 12.10.050(P)(5), Park Regulations - Prohibited Activities - Other, allows for "*shows, festivals, fund raisers, carnivals, parades, or similar activities*" when "*authorized pursuant to a valid permit*." Currently, the City reviews these applications using the Temporary Use Permit (TUP) process in EMC 18.50.070.

Consistent with EMC 18.50.070, staff has administratively reviewed and approved the TUP, subject to conditions, including EMC 18.50.070(D)(4) which states: "*No temporary use shall occupy or use public rights-of-way, parks or other public lands in any manner unless specifically approved by the city council.*"

The purpose of this agenda item is for City Council to, as the property owner representative on behalf of the City of Edgewood, authorize use of a public park for a transient amusement or recreational activity, as permitted by EMC 18.50.070(B)(3) and 12.10.050(P)(5).

This request is for the Edgewood Community Picnic, proposed for July 20, 2024, from 10 AM - 4 PM at Edgemont Park. This event is coordinated by North Pierce County Community Coalition, a 501(c)(3) nonprofit organization. Attached for City Council's consideration is an authorizing resolution.

Finally, staff respectfully reminds the applicant that EMC 12.10.050 lists several activities that are unlawful within city parks, and that approval of this TUP and resolution does not convey any special rights or privileges to allow any said activities beyond those listed under subsection P, items 3 and 5:

- Sell refreshments or merchandise, or engage in any other business or occupation, and
- Hold any shows, festivals, fund raisers, carnivals, parades, or similar activities.

Of particular concern is subsection L - Alcohol, Intoxication: "*No person shall possess, display or open and/or consume alcoholic beverages or be intoxicated while in, remaining in or loitering about any city park.*" This TUP and resolution do not and cannot permit any alcoholic beverages in any city park.

Item History:
N/A

Recommended Action:
MOTION to adopt **AB24-0710** - Resolution 24-0710, authorizing temporary use of Edgemont Park for the annual Edgewood Community Picnic

Fiscal Note/Consideration:
N/A

RESOLUTION NO. 24-0710

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AUTHORIZING TEMPORARY USE OF EDGEMONT PARK FOR THE ANNUAL EDGEWOOD COMMUNITY PICNIC

WHEREAS, the 2024 Edgewood Community Picnic is planned for July 20, 2024, from 10 AM to 4 PM; and

WHEREAS, the Edgewood Community Picnic is an all-ages annual summertime event held at Edgemont Park by the North Pierce County Community Coalition, a 501(c)(3) nonprofit organized under the laws of Washington; and

WHEREAS, the Edgewood Community Picinic is open to all members of the public; and

WHEREAS, on January 24, 2024, the City received an application for a temporary use permit for the 2024 Edgewood Community Picnic at Edgemont Park, located at 11001 24th Street East as depicted in the reference map attached as Exhibit B; and

WHEREAS, on February 27, 2024, staff granted approval for the temporary use subject to nine (9) conditions of approval, attached as Exhibit A; and

WHEREAS, pursuant to EMC 18.50.070(D)(4), City Council approval is required for temporary use of public rights of way, parks, or other public lands;

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

Section 1. Grant of Approval. The City Council hereby grants approval for Edgemont Park to be the location of the 2024 Edgewood Community Picnic, subject to the conditions in the Temporary Use Permit, attached hereto as Exhibit A and incorporated herein by this reference, and subject to the provisions and restrictions contained in Chapter 12.10 EMC, Park Regulations.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution 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 resolution.

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

ADOPTED THIS 12TH DAY OF MARCH, 2024

_____
Dave Olson, Mayor

ATTEST:

_____
Rachel Pitzel, City Clerk

Exhibit A

February 27, 2024 - City of Edgewood, Temporary Use Permit Decision #24-0710

Temporary Use Permit

EMC 18.50.070

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

Decision

To:	Lauren Balisky, AICP, Community & Economic Development Director
From:	Silas Read, Associate Planner 253-392-2558 – silas@cityofedgewood.org
Date Prepared:	February 27, 2024
File:	Edgewood Community Picnic – City of Edgewood File #24-1048
Decision:	**Approval with Conditions – see Page 4**

SECTION I. INTRODUCTION

A. Application Information

Applicant:	Daryl Eidinger 9202 32nd Street East Edgewood, WA 98371
Project Location:	Edgemont Park 11001 24th Street East Edgewood, WA 98372
Event Date and Time:	July 20, 2024 | 10 am – 4 pm
Parcel Number:	0420104018
Future Land Use Designation:	Public
Zoning:	Public (P)
Requested Action:	Temporary Use Permit
Review Process:	Process I
Application Submitted:	**January 24, 2024**
Notice of Complete Application:	**February 16, 2024** **(Issued February 26, 2024)**
State Environmental Policy Act (SEPA) Compliance:	The proposal is exempt from SEPA under WAC 197-11-800(6)(a).

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@cityofoedgewood.org) or phone (253-952-3299).

B. Exhibits

Exhibit Number and Name		Prepared By	Date
1.	Application Materials		*Received*
1.a.	TUP Application	Applicant (City of Edgewood Form)	2024/02/16
1.b.	Site Plan	Applicant	2024/02/16
1.c.	Additional Parking Plan	Applicant	2024/02/16
2.	Noticing Materials		*Dated*
2.a.	Notice of Complete Application	City of Edgewood	2024/02/16 (Issued 2/26)

SECTION II. BACKGROUND INFORMATION

A. Project Description

The proposed temporary use is the 2024 Edgewood Community Picnic at Edgemont Park. The Edgewood Community Picnic is an annual event that has taken place for over 30 years, and includes food trucks, vendors, live music, and civic displays. The event is planned for July 20, 2024 from 10 a.m. to 4 p.m. The applicant will mark the event layout July 19 and will not impact other users of the park. Setup is expected to take occur the morning of the event. Cleanup is expected to occur within 24 hours of the end of the event.

The proposed event will take place on a public park. Under EMC 18.50.070(D)(4), city council approval is required for temporary uses on public parks. Staff will facilitate council approval. A condition of approval requiring council approval is included.

B. Existing Site/Vicinity Conditions

Lot Size: 72,185 sf (±4.72 acres)

Existing Land Use: Public Park

Site Description: The subject site is rectangular and generally flat, and is located on the southeast corner of 24th Street East and 110th Avenue East. The site has existing restrooms, playgrounds, a basketball court, and baseball field.

Critical Areas:

- ☐ The site contains no critical areas.
- ☒ The site contains the following types of critical areas – see analysis in SECTION III:
  - ☐ Wetlands (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 (Adjacent):	Existing Use:	Residential
	Current Zoning:	Single Family Moderate (SF-3)
	Future Land Use:	Single Family Moderate (SF-3)
Northwest (Adjacent):	Existing Use:	Public School
	Current Zoning:	Public (P)
	Future Land Use:	Public (P)
South (Adjacent):	Existing Use:	Residential
	Current Zoning:	Single Family Moderate (SF-3)
	Future Land Use:	Single Family Moderate (SF-3)
East (Abutting):	Existing Use:	Residential
	Current Zoning:	Single Family Moderate (SF-3)
	Future Land Use:	Single Family Moderate (SF-3)
West (Adjacent):	Existing Use:	Residential
	Current Zoning:	Single Family Moderate (SF-3)
	Future Land Use:	Single Family Moderate (SF-3)

SECTION III. CRITERIA AND ANALYSIS

Critical Areas

The subject site is located within 5-year wellhead protection area. The proposed temporary use does not include any permanent improvements or hazardous discharges and is consistent with EMC 14.60.

Temporary Use Permit Criteria

After review of the submitted materials and information provided by the applicant, Staff has determined that:

1. The temporary use will be compatible with uses in the general vicinity and on adjacent properties. The event may cause temporary short-term noise and traffic impacts to nearby properties.
2. As conditioned, the temporary use will not create a material adverse effect on the livability or appropriate development of abutting properties and the surrounding community.
3. The temporary use will not impair the normal, safe and effective operation of a permanent use on the same site. The temporary use is open to the public.

4. The temporary use will comply with the requirements of the zone within which it is proposed.
5. As conditioned, the temporary use shall comply with all applicable standards of the Pierce County health department.

SECTION IV. DECISION

The Community and Economic Development Director Designee hereby **approves** the temporary use permit application for the Edgewood Community Picnic, City of Edgewood File No. 24-1048, with the following conditions:

1. **Council Approval.** The Applicant shall obtain Edgewood City Council approval for use of the public park before the temporary use.
2. **School District Approval.** The Applicant shall obtain Puyallup School District approval for use of the parking areas.
3. **First Aid and Restroom Facilities.** The Applicant shall be responsible for providing sufficient portable toilet facilities and first aid facilities as may be required for the event. If the Applicant is adding portable toilets to an area with existing restroom facilities, or placing them in an area where there are no regular facilities, the Applicant must comply with applicable American with Disabilities Act (ADA) requirements for the number of handicap accessible toilets.
4. **Police and Traffic.** The Applicant is responsible for providing a sufficient number of police personnel and/or traffic controllers, barricades, cones, and no-parking signs as may be required for the event, if any.
5. **Site Restoration.** At the completion of the event, the Applicant must fully clean up and restore the subject site to its pre-event condition.
6. **Temporary membrane structures and tents.** Temporary special event structures that require a permit must comply with Section 3105 of the International Fire Code. A permit is required for:
    a. A permit is required to operate an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet.
    b. If the tent is open on all sides, then a tent having an area in excess of 700 square feet would also require a permit.
    c. If the aggregate area of multiple tents are placed side by side and exceed 700 square feet then a 12 foot fire break is required.
7. **Electrical Work.** Contact Washington State Department of Labor and Industries (LNI). A separate electrical permit for any electrical work (electrical outlets, lighting, receptacles or

other electrical wiring) must be obtained through LNI and meet the provisions of State Electrical Code.

8. **Insurance**
    a. Insurance Term. The Applicant shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the subject site and the activities of the Applicant and his or her guests, representatives, volunteers and employees.

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

    c. Required Insurance. The Applicant's required insurance shall be as follows:

        General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as an additional insured on The Applicant's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $1,000,000 general aggregate.

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

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

    e. Certificate of Insurance and Acceptability of Insurers. The Applicant shall provide a certificate of insurance evidencing the required insurance before using the subject site. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

9. Hold Harmless/Indemnification.

By using the subject site for the proposed temporary use, the Applicant agrees to indemnify, defend, save and hold harmless the City, its officers, officials, employees, agents, and volunteers, from any and all claim, actions, liabilities or lawsuits for injury or death of any person, or property loss or damage arising from or in any way connected to or related to (A) use of the subject site or from any activity, work or thing done, permitted, or suffered by Applicant in or about the subject site, or (B) conditions at the subject site for which the Applicant is responsible; excepting any claims arising solely out of the negligent acts of the City, its officers, officials, employees, agents, and volunteers.

02/27/2024

Silas Read, Associate Planner
Community and Economic Development Director Designee

SECTION V. APPEALS

The decision of the community development director or designee under Process I is final unless an appeal is made in accordance with the requirements of EMC 18.40.080(D), Appeals. The decision of the community development director or designee may be appealed by any person entitled to a copy of this decision under EMC 18.40.080(D)(1). Appeals of Process I decisions are heard by the Hearing Examiner.

A letter of appeal must be delivered to City Hall, 2224 104th Avenue East, Edgewood, WA 98372, within 14 calendar days after issuance of the decision. The letter must contain:

A. A statement identifying the decision being appealed, along with a copy of the decision;
B. A statement of the alleged errors in the decision, including identification of specific factual findings and conclusions of the community development director or designee disputed by the person filing the appeal; and
C. The appellant's name, address, telephone number and fax number, and any other information to facilitate communications with the appellant.

The person filing the appeal shall include the administrative appeal fee, as adopted under the current fee schedule. The appeal will not be accepted unless it is accompanied by the required fee.

If no appeal is submitted, this decision shall become final on **5:00 PM on March 14, 2024**.

Temporary Use Permit (TUP)

Community and Economic Development – Planning Division
2224 104th Avenue East
Edgewood WA, 98372
253.952.3299
permit@cityofedgewood.org

EDGEWOOD Washington

What is a Temporary Use Permit (TUP)?

A TUP may authorize seasonal outdoor sales, neighborhood sales and events, construction office or temporary lodging associated with active construction, temporary storage, and similar short-term land uses.

Please see the TUP Standards at the end of the application for additional standards and restrictions.

EDGEWOOD COMMUNITY PICNIC
Project Name

11001 24th ST E | EDGEWOOD, WA | 98372
Site Address | City, State | Zip

DARYL EDINGER | DEDINGER@HOTMAIL.COM | 253 797 4673
Applicant (Permit Contact) | Applicant Email | Applicant Phone

9202 32nd ST E | EDGEWOOD WA | 98371
Applicant Address | City, State | Zip

CITY OF EDGEWOOD | | 253 952 3249
Property Owner | Owner Email | Owner Phone

2224 104th AV E | EDGEWOOD WA | 98372
Owner Address | City, State | Zip

Temporary Use Description (include dates and times): JULY 20th 2024 - COMMUNITY PICNIC
LOCAL VENDORS, FOOD TRUCKS, ENTERTAINMENT
POLICE AND FIRE DISPLAYS

Owner Authorization I HEREBY AUTHORIZE THE APPLICANT NAMED ABOVE TO APPLY FOR THIS PERMIT AND FOR CITY STAFF TO ENTER AND INSPECT THE SUBJECT PROPERY

Owner Signature:

Printed Name:

Applicant/Owner Certification I HEREBY CERTIFY THAT THE INFORMATION PROVIDED FOR THIS APPLICATION IS TRUE AND CORRECT

Applicant Signature:

Printed Name: DARYL EDINGER

Rev 12/8/2023

The following checklist sets the minimum requirements for a complete application. The submittal will be deemed incomplete if the submittal does not meet the minimum requirements of this checklist.

Staff		Applicant
☐	1. Temporary Use Permit Application Packet	☐
☐	2. Site Plan	☐
☐	3. Supplemental Documents and Additional Information	☐

**Additional materials may be requested during the review process.*

Upload PDF copies of the documents to the City's Permit Portal (portal.cityofedgewood.org). Name each item exactly as identified in the table of documents. Include the name of the project and name and address of the applicant on every document. All documents must comply with our Electronic Document Submittal Standards.

Checklist Item Descriptions

1. **Temporary Use Permit Application Packet** – Please complete the required sections of this form and upload with your permit submittal.
2. **Site Plan** – a top-down drawing of the site showing the following information:
    a. Existing property boundaries
    b. Existing structures
    c. Existing driveways, access, sidewalks, crosswalks and parking areas
    d. Proposed temporary use area, including:
        i. Temporary parking areas,
        ii. Temporary structures, canopies, or furniture.
3. **Supplemental Documents and Additional Information**
    a. Any additional information that will help describe your temporary use
    b. If temporary structures are proposed, please include any fire rating information

Temporary Use Standards

Site Clean-up

1. Each site occupied by a temporary use shall be left free of debris, litter or other evidence of temporary use upon completion or removal of the use.

Parking Availability

2. A temporary use conducted in a parking facility shall not occupy or remove from availability more than 20 percent of the spaces required for the permanent use.
3. Each site occupied by a temporary use must provide or have available sufficient off-street parking and vehicular maneuvering area for customers. Such parking need not comply with the development requirements of EMC 18.90.130, Parking, but must provide safe and efficient interior circulation and ingress and egress from the public right-of-way.

No Use of Public Property

4. No temporary use shall occupy or use public rights-of-way, parks or other public lands in any manner unless specifically approved by the city council.

Time Limitation – 90 Days

5. No temporary use shall occupy a site or operate within the city for more than 90 days within any calendar year, except as follows:
   a. When authorized by the community development director or designee, a temporary use may operate an additional 90 days if it is found that such an extension will be consistent with the requirements of Chapter 18.80 EMC, Land Use Zones, and this subsection (D).
   b. A temporary use may be given an additional extension if unique circumstances exist that necessitate a longer use such as construction office or security housing for an active construction site and such an extension will be consistent with the requirements of Chapter 18.80 EMC, Land Use Zones, and this subsection (D), or can be consistent, subject to conditions of approval.

Signs may require a Permit

6. All signs shall comply with the requirements of Chapter 18.97 EMC, Sign Code, except as otherwise specified in this section.

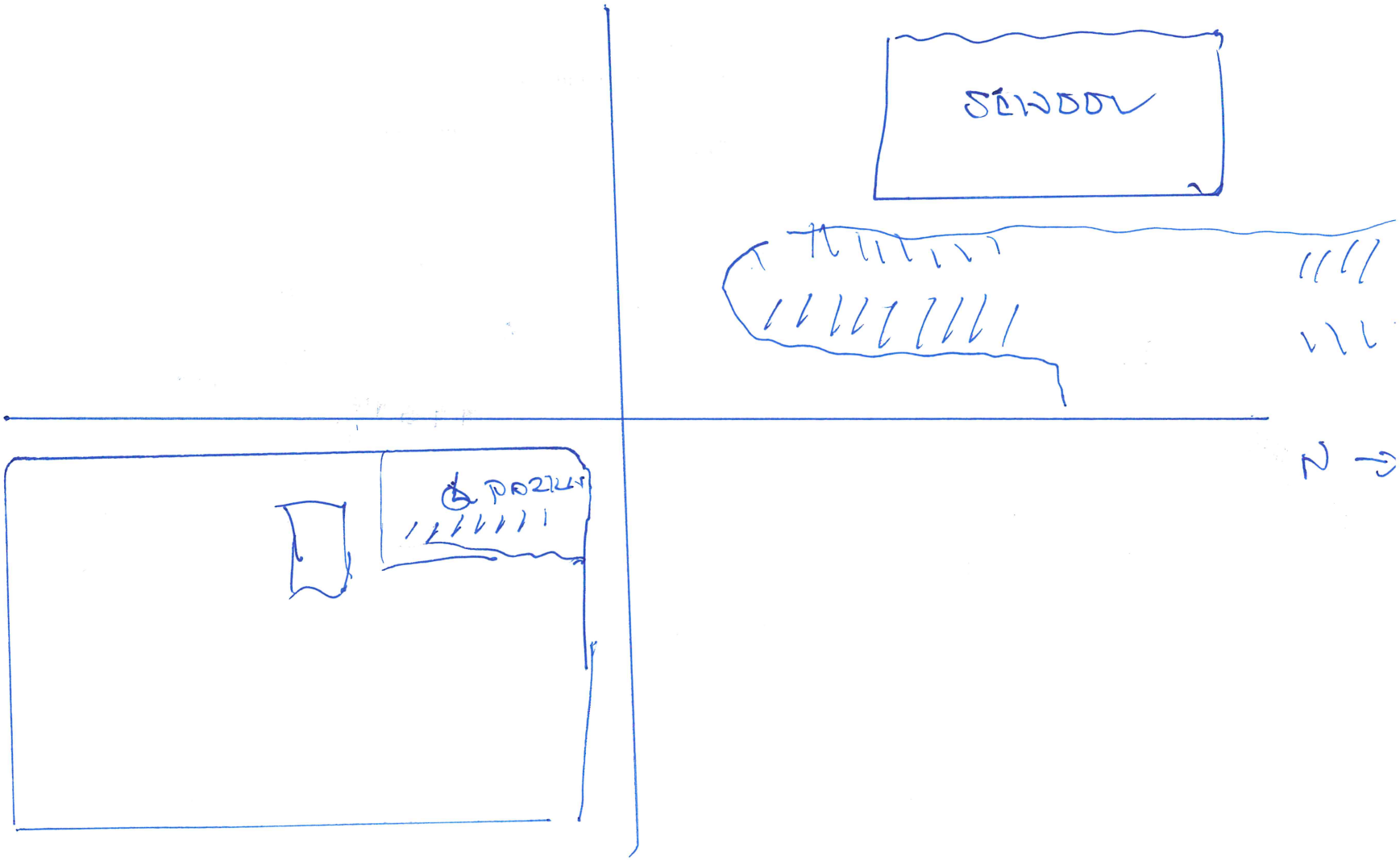
Other Permits and Conditions

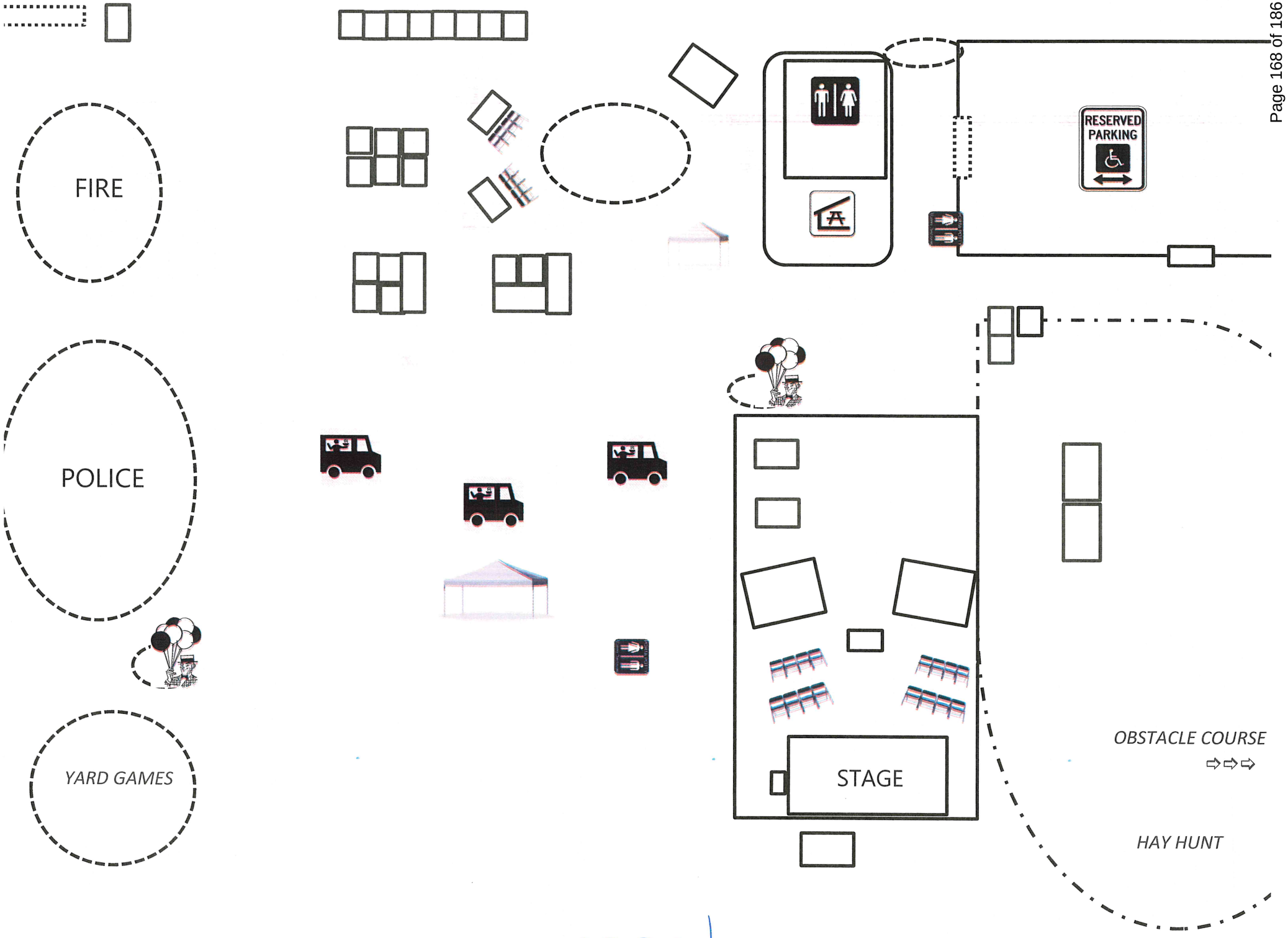
7. All temporary uses shall obtain all required city permits, licenses or other approvals, prior to occupancy of the site.

8. The community development director or designee may establish such additional conditions as may be deemed necessary to ensure land use compatibility and to minimize potential impacts on nearby uses. These include, but are not limited to, time and frequency of operation, setbacks, special yards, and spaces; control of points of vehicular ingress and egress, temporary arrangements for parking, loading and traffic circulation, requirements for screening or enclosure, site maintenance during use, and guarantees for site restoration and cleanup following temporary use.

Code Reference: Temporary Use Permits – EMC 18.50.070

ADDITIONAL PICNIC PARKING
EDLEMONT JR HIGH




FIRE
POLICE
YARD GAMES
RESERVED PARKING
STAGE
OBSTACLE COURSE
HAY HUNT

SITE PLAN

Exhibit B

Edgemont Park Map

Edgemont Park

3/6/2024, 9:06:39 AM

1:9,630

0 300 600 1,200 ft

0 90 180 360 m

Pierce_County_Tax_Parcels

Base Parcel

Tax Purpose Only

Esri Community Maps Contributors, King County, WA State Parks GIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

Edgewood GIS

This map is provided as-is and with all faults for informational purposes only. The City of Edgewood assumes no liability for any errors, omissions, or inaccuracies, or for any decisions or actions based

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB24-0661** - First Reading of Ordinance No. 24-0661, granting of ROW use agreement to new Cingular Wireless PCS, LLC	**Agenda Item #:** **For Agenda of: 3/12/2024** **Prepared by: Jeremy Metzler**

Attachments (list):
1. Draft AT&T ROW Ordinance Renewal 20240226
2. Exhibits A and A-1

Approval of Materials:		**Expenditure Required:**
Jeremy Metzler		N/A
Rachel Pitzel, City Clerk/HR Director	3/7/2024	**Amount Budgeted:** N/A
Dave Gray	3/7/2024	
Dave Olson	3/7/2024	**Timeline:** 03/12/2024 RCM 03/19/2024 SS 03/26/2024 RCM

Summary Statement:
Originally approved in 2011 and renewed in 2016, AT&T is seeking renewal of their franchise agreement for a facility located at 2222 Meridian Avenue East. AT&T has applied for a new Wireless Facility Permit and Adminstrative Use Permit, looking to replace the antennas, cables, power trunks, and perform other work within the base station (located on private property). This franchise agreement covers any work within the public right-of-way, between the private property and the utility pole their facility is located on, which is owned by Puget Sound Energy.

The attached draft ordinance has been reviewed and accepted by both parties' legal counsel and is presented herewith for the City Council's consideration and first reading.

Item History:
N/A

Recommended Action:
MOTION to accept the first reading of **AB24-0661** - First Reading of Ordinance No. 24-0661, granting of ROW use agreement to new Cingular Wireless PCS, LLC

Fiscal Note/Consideration:
N/A

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, GRANTING A RIGHT-OF-WAY USE AGREEMENT TO NEW CINGULAR WIRELESS PCS, LLC, TO CONSTRUCT, OPERATE AND MAINTAIN A SINGLE PRIVATE WIRELESS COMMUNICATIONS FACILITY, TO BE CO-LOCATED ON A PUGET SOUND ENERGY TRANSMISSION POLE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY IN THE CITY; SETTING FORTH TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the public rights-of-way within the City are constructed and maintained at public expense for the use of the general public, the primary purpose of which is public travel, and must be managed and controlled consistent with that intent; and

WHEREAS, in 2016, the City granted New Cingular Wireless PCS, LLC ("AT&T") an initial non-exclusive right-of-way use agreement to construct, install, maintain, repair and operate a single private wireless communications facility, to be co-located on a Puget Sound Energy transmission pole within in the City's right-of-way, for the purpose of providing wireless communications within the City of Edgewood; and

WHEREAS, this initial right-of-way use agreement is now expired; and

WHEREAS, AT&T represents that it is a telecommunications company within the meaning of Title 80 RCW and that it may provide telecommunications services within the meaning of Title 80 RCW; and

WHEREAS, based on representations and information provided by AT&T, and in response to its request for the grant of a right-of-way use agreement, the City Council has determined that the renewal of a right-of-way use agreement, on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant such right-of-way use agreements within the boundaries of the City; and

WHEREAS, AT&T and the City wish to enter into a renewal right-of-way agreement with respect to the facility.

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

Section 1. Authority Granted; Term; Reservation of RCW 35.21.860 Rights. The City of Edgewood ("the City") hereby grants to AT&T, its heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, the right to construct, operate, maintain, repair, replace and use all necessary equipment and facilities thereto for a single wireless telecommunications system ("AT&T's Facilities" or "the Facilities"), within the public right-of-way in the general location shown on Exhibit A, and in the general configuration shown on Exhibit A-1, subject to further revision pursuant to the City's land use approval processes. Provided, that the precise location of the Facilities installed pursuant hereto shall be approved by the City in accordance with the City's permitting processes.

Subject to Section 26, this ordinance shall be construed as a binding agreement ("the Agreement") between the Parties upon mutual execution hereof and shall remain in effect for fifteen (15) years from the date of mutual execution unless sooner terminated as provided below. Grantee hereby certifies that its Facilities do not qualify for a site-specific charge pursuant to RCW 35.21.860. Should Grantee in the future install facilities which qualify for a site-specific charge pursuant to RCW 35.21.860(1)(e), Grantee shall not install such facilities without negotiating a mutually acceptable amendment to this right-of-way agreement which makes adequate provision for site-specific charge(s).

Section 2. Non-Exclusive Grant. This Agreement shall not in any manner prevent the City from entering into other similar agreements or granting other or further permits and/or franchises in, under, on, across or over said right-of-way. This Agreement shall further not prevent or prohibit the City from using any of said right-of-way or affect its jurisdiction over the same, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as the City may deem fit, including without limitation the dedication, establishment, maintenance, and improvement of all new rights-of-way, thoroughfares and other public properties of every type and description.

Section 3. Existing Franchise Rights Unaffected; Warranty of Authorization. AT&T and the City (collectively, "the Parties") acknowledge and agree that the Facilities will be co-located and installed upon a transmission pole owned and operated by Puget Sound Energy (PSE). AT&T represents and warrants that PSE has authorized said co-location and installation. Nothing herein shall be construed as expanding, abridging or otherwise modifying the existing franchise agreement between the City and PSE.

Section 4. Relocation of Facilities. A. AT&T shall, upon 120 days written notice and at its sole cost and expense, protect, support, relocate and/or remove the Facilities or any part thereof when reasonably required due to: (i) traffic or public safety conditions; (ii) the creation and/or improvement of new rights-of-way; (iii) the widening and/or improvement of existing rights-of-way; (iv) the change or establishment of street grade; or (v) the construction of any public improvement by any governmental agency acting in a governmental capacity. Provided, that AT&T shall in all such cases have the privilege to temporarily bypass, upon reasonable approval by the City, any section of cable or any other facility required to be temporarily disconnected or removed. Upon request of the City, AT&T shall, within 30 days and at its sole cost and expense, locate and if reasonably necessary, excavate and expose the Facilities for inspection so that the location of the same may be taken into account in the improvement design.

B. AT&T will indemnify, hold harmless, and pay the costs of defending the City against any and all claims, suits, actions, damages or liabilities for delays on any public works projects caused by or arising out of the failure of AT&T to relocate its facilities in a timely manner; provided, that AT&T shall not be responsible for damages due to delays caused solely by the City. The provisions of this subsection shall survive the expiration, revocation or termination of this Agreement.

Section 5. AT&T's Maps and Records. After construction and installation of the Facilities is complete, AT&T shall provide to City at no cost, accurate copies of as-built plans for the Facilities.

Section 6. Work in the Right-of-Way. The Facilities shall be constructed, installed, and maintained in accordance with City of Edgewood approved plans and in compliance with the Edgewood Municipal Code and all relevant portions of State, federal, and/or local laws and regulations. During any period of installation, operation, maintenance, repair, relocation or removal, AT&T shall at all times use the right-of-way so as to reasonably minimize any interference with the passage of vehicular and

pedestrian traffic. AT&T shall post and maintain proper barricades and comply with all applicable safety regulations during any period of construction as required by applicable state and local regulations, including without limitation the City of Edgewood Public Works Construction Standards. Whenever AT&T desires to work in the right-of-way, it shall apply for and receive from the City a permit authorizing such work. AT&T shall pay all duly established permit and inspection fees associated with the processing of said permit. In no case shall any work commence within any public right-of-way without a permit except as otherwise provided in this Agreement.

Section 7. Restoration after Construction. AT&T shall, after performing any work within the right-of-way, reasonably restore the right-of-way to at least the condition extant immediately prior to any such work. The City's Public Works Director shall have final approval of the condition of such right-of-way after restoration. AT&T agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the right-of-way or other affected area at its sole cost and expense.

Separate from and in addition to the foregoing, the Parties expressly acknowledge that the underlying Meridian Avenue/State Route 161 corridor right-of-way is part of the state highway system ("State Highways") and is governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) requirements in addition to local ordinances and other regulations. Without limitation of the other provision of this section, AT&T agrees that:

(1) any pavement trenching and restoration performed by AT&T within State Highways shall meet or exceed applicable WSDOT requirements;

(2) any portion of a State Highway damaged or injured by AT&T shall be restored, repaired and/or replaced by AT&T to a condition that meets or exceeds applicable WSDOT requirements; and

(3) without prejudice to any right or privilege of AT&T, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Agreement with respect to any portion of a State Highway.

Section 8. Legal Compliance. AT&T shall comply fully with all applicable permit conditions, licensing requirements, construction codes, laws, ordinances, and regulations now in effect or enacted hereafter. Without limitation of the foregoing, AT&T shall comply fully with the requirements and conditions set forth in any land use approval issued by the City now or in the future, which are incorporated herein by reference. If any provision of this Agreement irreconcilably conflicts with any provision of a City issued land use approval, the more restrictive provision shall apply.

Section 9. Emergency Work; Permit Waiver. In the event of any emergency in which the Facilities pose an immediate danger to property, life, health or safety of any individual, AT&T shall immediately take the proper emergency measures to repair the same without first applying for and obtaining a permit as otherwise required by this Agreement. However, this shall not relieve AT&T from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose as soon as practical thereafter. Without limitation of the foregoing, the City may in its sole discretion secure, move to a safe location, cut, modify and/or otherwise relocate the Facility where necessary to address an immediate public health or safety emergency and shall not be responsible to AT&T in any manner therefore except to the extent of the City's sole negligence.

Section 10. Dangerous Conditions, Authority for City to Abate. Whenever work under this Agreement causes a condition that appears to substantially impair the lateral support of adjoining property,

the City's Public Works Director may direct AT&T, at AT&T's own expense, to take action to protect such adjoining property within a prescribed time. In the event that AT&T fails or refuses to promptly take the actions directed by the City, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary safety precautions and AT&T shall be liable to City for all costs thereof. The provisions of this section shall survive any termination of this Agreement.

Section 11. Recovery of Costs. AT&T shall remit to the City a one-time administrative fee in the amount of Twenty Five Hundred Dollars ($2,500) to cover the City's costs in drafting and processing this Agreement and all work related thereto. The fee shall be paid within 45 days after the date AT&T and the City execute this Agreement. AT&T shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Agreement or under applicable regulations.

Section 12. Indemnification. AT&T hereby releases, covenants not to bring suit and agrees to fully indemnify, protect, defend and hold harmless the City, its officers, employees, agents and representatives from and against any and all claims, costs, judgments, awards or liability to any person (collectively, "Claims"), including attorneys' fees, arising out of or in connection with the Facilities and/or any activities or operations performed by AT&T or its agents, servants, officers or employees. The forgoing specifically includes without limitation any Claims involving injury, sickness or death of any person or damage to property of which the negligent or wrongful acts or omissions of AT&T, its agents, servants, officers or employees are a proximate cause. The provisions of this section, however, are not be construed to require AT&T to hold harmless, defend or indemnify the City as to any Claims arising out of the sole negligence or wrongdoing of the City. In the event that this contract is subject to the provisions of RCW 4.24.115, the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided herein constitutes the Permittee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 13. Insurance. AT&T shall carry and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to AT&T, its agents, representatives or employees. AT&T shall provide an insurance certificate, together with an endorsement including the City, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, as respects this agreement and such insurance certificate shall evidence:

A. Automobile Liability insurance with limits of $2,000,000 Combined Single Limit per accident for bodily injury and property damage. Such Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01; and

B. Commercial General Liability insurance, written on an occurrence basis with limits of $2,000,000 combined single limit per occurrence and $2,000,000 general aggregate and a $200,000,000 products-completed operations aggregate limit. Such Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall

be included as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage; and

C. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed operation hazard policies with limits of $2,000,000.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII. AT&T's insurance shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of AT&T's insurance and shall not contribute with it. AT&T will provide at least 30 days written notice to City of cancellation or non-renewal of any required coverage that is not replaced. Within 60 days of any such notice, and in no event later than 15 days prior to the effective date of any cancellation of its existing insurance, AT&T shall obtain and furnish to the City proof of replacement insurance policies evidenced on Certificate of Insurance satisfying the requirements of this section.

AT&T's maintenance of insurance as required by this section shall not be construed as limiting the liability of AT&T to the coverage provided by such insurance, or as otherwise limiting the City's recourse to any remedy available at law or in equity.

Failure on the part of AT&T to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to AT&T to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

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

Section 14. Abandonment and Removal of AT&T's Facility. No Facilities may be abandoned within the right-of-way without the express written consent of the City. Any plan for abandonment of AT&T's facilities must be first approved by the City's Public Works Director, and any necessary permits must first be obtained before such abandonment. The provisions of this section shall survive the expiration, revocation or termination of this Agreement.

Section 15. Default. If AT&T breaches or otherwise fails to comply with any of the material provisions of this Agreement within forty five (45) days after written notice and opportunity to cure, then AT&T shall, at the election of the Edgewood City Council, forfeit all rights conferred hereunder and this Agreement may be terminated.

Section 16. Remedies to Enforce Compliance. In addition to any other remedy provided herein, City reserves the right to pursue any remedy available at law or in equity.

Section 17. Police Powers. Nothing herein shall be construed as a waiver, abridgment or limitation of the City's regulatory authority and police power, which the City hereby expressly reserves in full. Without limitation of the foregoing, nothing herein shall be deemed to direct or restrict City's

ability to adopt and enforce all necessary and appropriate ordinances regarding the police powers of the City in the interest of public safety and for the welfare of the public.

Section 18. Assignment. This Agreement may not be assigned or transferred without the written approval of City, which approval shall not be unreasonably withheld or delayed, except AT&T may freely assign this Agreement in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing.

Section 19. Notice. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

Mayor
City of Edgewood
2224 104th Ave. East
Edgewood, WA 98372

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site: WA6406; Surprise Lake (WA)
Fixed Asset #: 10037547
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to:

Ann Marie J. Soto
Edgewood City Attorney
14205 SE 36th Street
Suite 100, PMB 440
Bellevue, Washington 98006

With a Copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department—Network Operations
Re: Cell Site: WA6406; Surprise Lake (WA)
Fixed Asset #: 10037547
208 S. Akard Street
Dallas, TX 75202-4206

Section 20. No Third-Party Beneficiaries. This Agreement is executed for the exclusive benefit of the signatory Parties and may be enforced only by the same. Except as otherwise expressly provided herein, nothing in this Agreement is or was intended to confer third-party beneficiary status on any person or any member of the public.

Section 21. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the ordinances of the City of Edgewood. Any action brought relative to enforcement of this Agreement, or seeking a declaration of rights, duties or obligations herein, shall be initiated in Pierce County Superior Court, and shall not be removed to a federal court, except as to claims over which such Superior Court has no jurisdiction. Any removal to federal court shall be to the Federal Court of the Western District of Washington. The prevailing party in any action arising under this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.

Section 22. Nonwaiver. No failure by either party to insist upon the performance of any of the terms of this Agreement, to insist upon the compliance with any applicable ordinance, code, statute or regulation, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, compliance or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed or performed by either party, or no breach thereof, shall be waived, altered or modified except by a written instrument executed by the injured party. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of

the defaulting party hereunder shall be implied from any omission by the injured party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by the injured party shall not be construed as a waiver of a subsequent breach of the same covenant, term or conditions.

Section 23. Integration. This Agreement constitutes the entire understanding and agreement between the Parties as to the subject matter herein and supersedes all prior oral negotiations and written agreements between the Parties.

Section 24. Independent Review; Signatory Warranty. The Parties each acknowledge that they have had opportunity to receive independent legal advice in entering into this Agreement and that both the City and AT&T understand and fully agree to each and every provision of this Agreement. Each signatory below represents and warrants that he/she is authorized to execute this document on behalf of the party for whom he/she is signing.

CITY OF EDGEWOOD

By: Mayor

_____
Signature

Mayor Dave Olson
Name

Mayor
Title Date

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
a Delaware corporation
Its: Manager

_____
Signature

_____
Name

_____
Title Date

Section 25. Severability/Savings. If any section, sentence, clause, or phrase of this ordinance or Agreement 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 26. 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 five (5) days after the date of publication.

Presented to Council for its Second Reading on March 26, 2024.

ADOPTED BY THE CITY COUNCIL ON THE 26TH DAY OF MARCH, 2024

CITY OF EDGEWOOD

By: _____
Dave Olson, Mayor

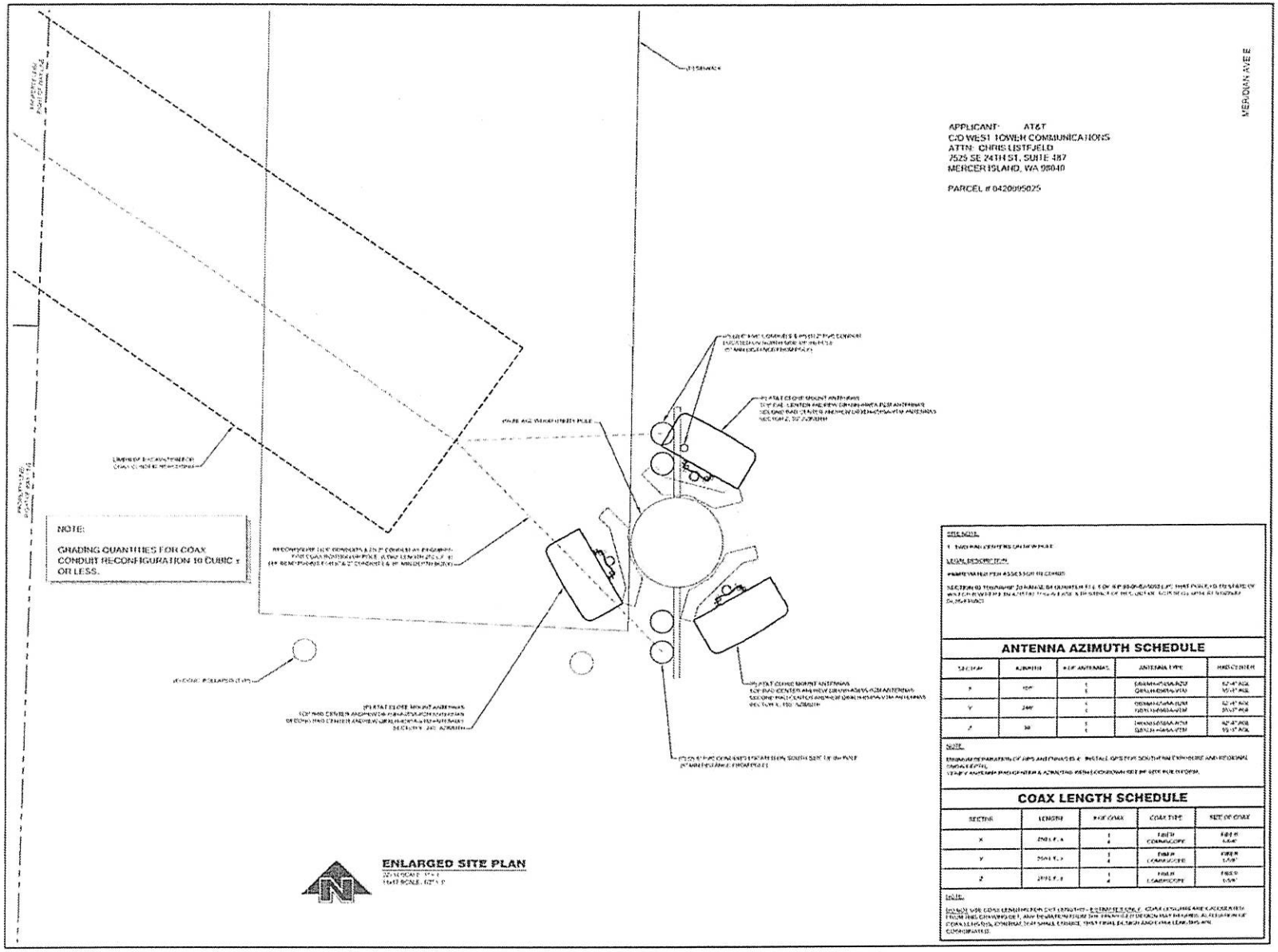
ATTEST/AUTHENTICATED:

_____
Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

_____
Ann Marie J. Soto, City Attorney

Date of Publication: March 28, 2024
Effective Date: April 2, 2024



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PROJECT INFORMATION:

SURPRISE LAKE
TA3167
2222 MERIDIAN AVE E
EDGEWOOD, WA 98371

ISSUED FOR:

BUILDING PERMIT

REVISION HISTORY:

NO.	DATE:	DESCRIPTION:	CHK. BY:	APPV. BY:
A	3/30/2011	REVISED PER COMMENTS FOR PERMIT COMMENTS	BJT	TL
A	3/24/2011	REVISED SITE PLAN PER SITE PLAN COMMENTS	BJT	TL
A	3/18/2011	ADD ELEVATIONS, PAGE DETAIL, COAX LINES	BJT	TL
A	3/16/2011	REV. PER REDLINES	BJT	TL
A	3/8/2011	REV. PER REDLINES	BJT	TL
A	3/4/2011	PERMIT DESIGN REVIEW	BJT	TL

PLANS PREPARED BY:

B. J. THOMAS, P.E.
7607 80TH AVE NE
MARYSVILLE, WA 98270
206-851-1106

DRAWN BY:	CHK. BY:	APPV. BY:
AS	BJ	TL

LICENSURE:

EQUIPMENT:

ALL ANTENNAS ON NEW ARE MOUNTED BY PCS.

DRAWING INFORMATION:

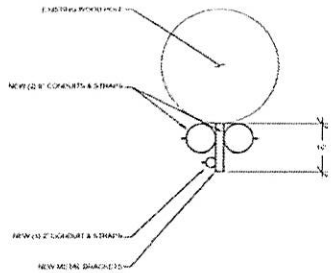
DRAWING TITLE:

ENLARGED SITE PLAN

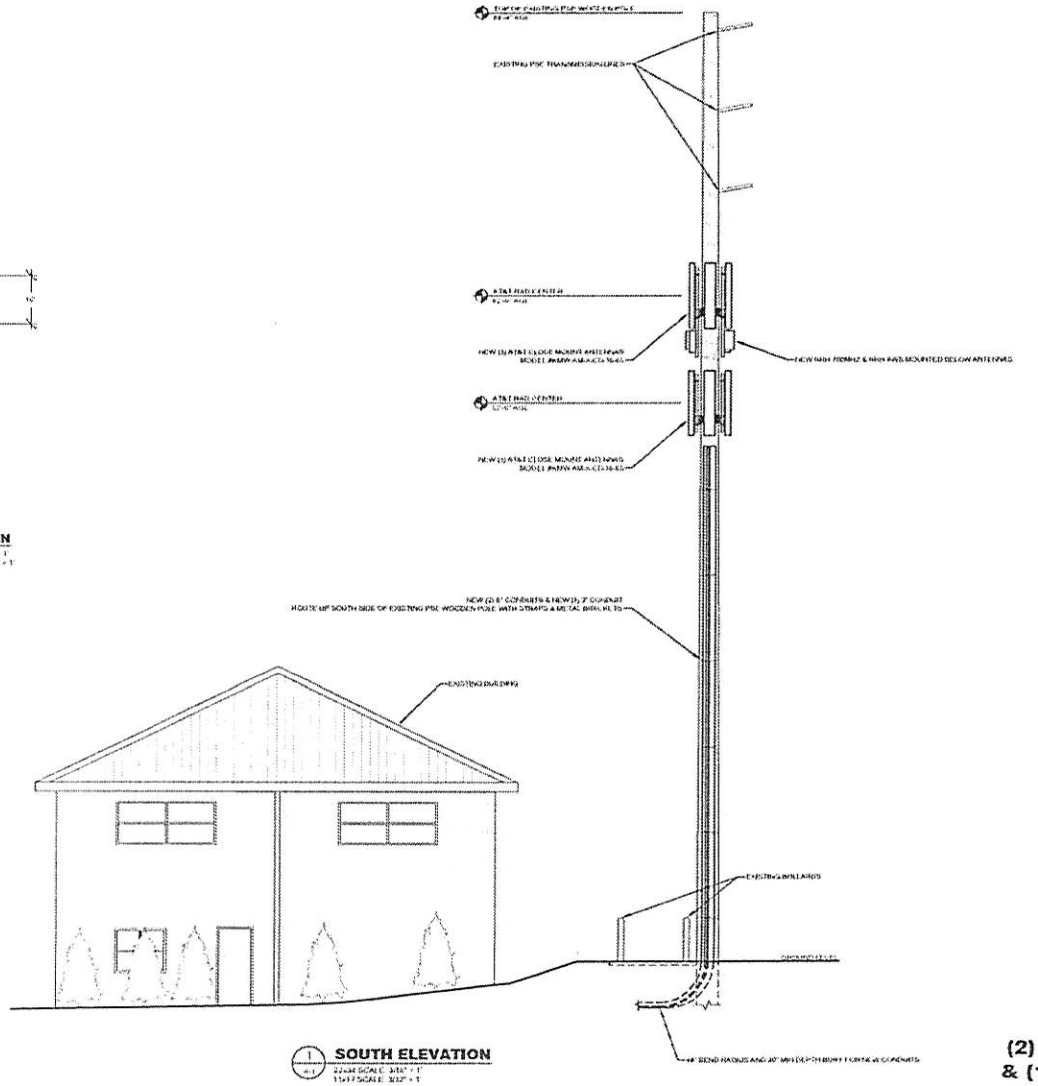
DRAWING NUMBER:

A-1.1

EXHIBIT A TO RIGHT OF WAY AGREEMENT
CITY OF EDGEWOOD AND NEW CINGULAR WIRELESS PCS, LLC



1 POLE PLAN
A-1
22x34 SCALE: 1" = 1'
11x17 SCALE: 1/2" = 1'



1 SOUTH ELEVATION
A-1
22x34 SCALE: 3/8" = 1'
11x17 SCALE: 3/32" = 1'

(2) 6" CONDUITS
& (1) 2" CONDUIT

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PROJECT INFORMATION:

SURPRISE LAKE
TA3167

2222 MERIDIAN AVE E
EDGEWOOD, WA 98371

ISSUED FOR:

BUILDING PERMIT

REVISION HISTORY:

NO.	DATE:	DESCRIPTION:	CHK. BY:	APPV. BY:
4	5/28/2013	CONDUITS FLUSH W/ POLE. SHOW STRAPS.	BJT	BS
3	4/8/2013	REV PER PSE COMMENTS	BJT	BS
2	4/8/2013	ADD POLE PLAN	BJT	BS
1	4/5/2013	ISSUED FOR REVIEW	BJT	BS

PLANS PREPARED BY:

B. J. THOMAS, P.E.
7607 80TH AVE NE
MARYSVILLE, WA 98270
206-851-1106

DRAWN BY:	CHK. BY:	APPV. BY:
AAL	BJ	BS

LICENSURE:

EQUIPMENT:

ELEVATION DRAWINGS

DRAWING INFORMATION:

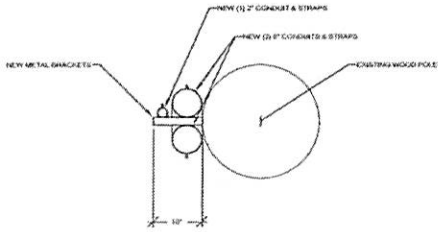
DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DRAWINGS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY IN NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE:

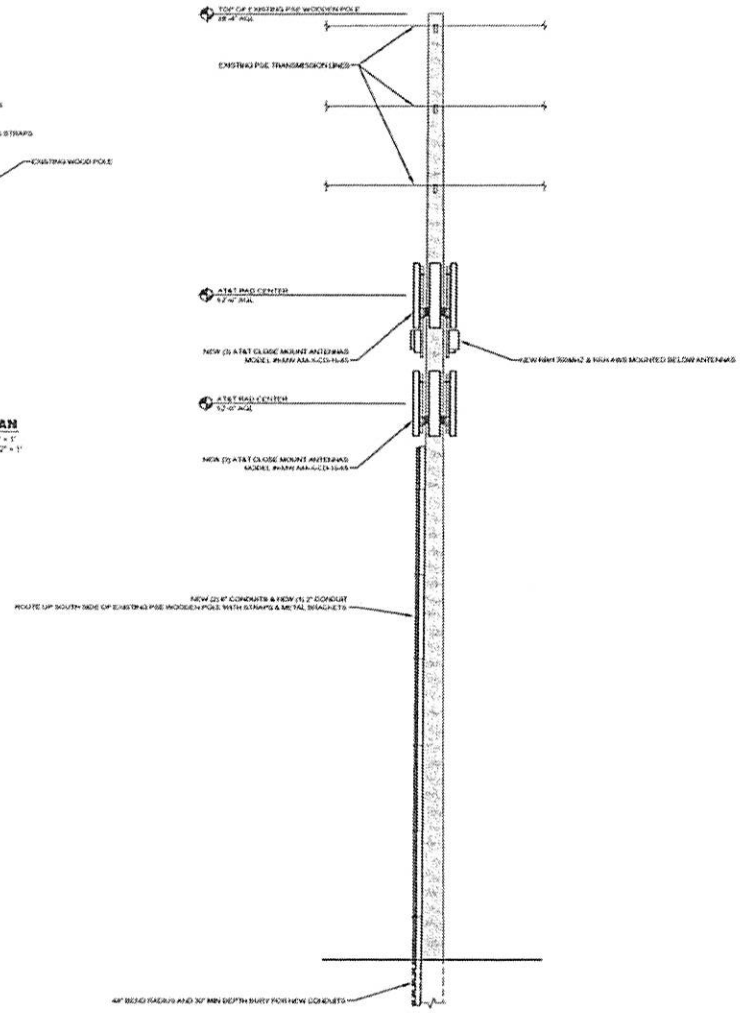
SITE ELEVATION

DRAWING NUMBER:

A-1



1 A-2 **POLE PLAN**
22x34 SCALE: 1" = 1'
11x17 SCALE: 1/2" = 1'



1 A-2 **EAST ELEVATION**
22x34 SCALE: 3/16" = 1'
11x17 SCALE: 3/32" = 1'

(2) 6" CONDUITS & (1) 2" CONDUIT

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PROJECT INFORMATION:

SURPRISE LAKE
TA3167

2222 MERIDIAN AVE E
EDGEWOOD, WA 98371

ISSUED FOR:

BUILDING PERMIT

REVISION HISTORY:

NO.	DATE:	DESCRIPTION:	CHK. BY:	APPV. BY:
3	5/24/2013	CONDUITS FLUSH W/ POLE. SHOW STRAPS.	BJT	BS
2	4/8/2013	REV PER RB COMMENTS	BJT	BS
1	4/8/2013	ADD POLE PLAN	BJT	BS
0	4/5/2013	ISSUED DESIGN REVIEW	BJT	BS

PLANS PREPARED BY:

B. J. THOMAS, P.E.
7607 80TH AVE NE
MARYSVILLE, WA 98270
206-851-1106

DRAWN BY:	CHK. BY:	APPV. BY:
AAL	BJ	BS

LICENSURE:

EQUIPMENT:

ELEVATION DRAWINGS.

DRAWING INFORMATION:

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THOSE RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE:

SITE ELEVATION

DRAWING NUMBER:

A-2

City Of Edgewood
Council Agenda Summary Sheet

Subject: **AB24-0662 -** Ordinance 24-0662, a new section 12.10.045 of the Edgewood Municipal Code government sponsored and co-sponsored events in city parks	**Agenda Item #:** **For Agenda of: 3/12/2024** **Prepared by: Jeremy Metzler**

Attachments (list):
1. ORDINANCE 24-0662

Approval of Materials:		**Expenditure Required:**
Jeremy Metzler		N/A
Rachel Pitzel, City Clerk/HR Director	3/7/2024	**Amount Budgeted:** N/A
Dave Gray	3/7/2024	
Dave Olson	3/7/2024	**Timeline:** 03/12/2024 RCM

Summary Statement:
Currently, Edgewood Municipal Code (EMC) 18.50.070 requires a Temporary Use Permit (TUP) for certain events to be held in the City. A TUP is a development permit typically used to administer temporary land uses for up to six months out of the year. However, special events held over shorter periods would be better addressed through a separate special event permit process, rather than a development permit, given the nature of the activity.

While the City is in the process of reviewing a comprehensive special event code to govern all special events in the City, the City has determined that amending Chapter EMC 12.10, Park Regulations, in the interim to allow certain types of events at city parks that are sponsored or co-sponsored by the City or other government agencies and that provide a public benefit is in the best interests of the City.

Atttached for the City Council's consideration is an ordinance that would add a section to EMC 12.10 to address government sponsored or co-sponsiored events in city parks.

Item History:
N/A

Recommended Action:
MOTION to adopt **AB24-0662 -** Ordinance 24-0662, a new section 12.10.045 of the Edgewood Municipal Code government sponsored and co-sponsored events in city parks

Fiscal Note/Consideration:
N/A

ORDINANCE NO. 24-0662

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, ADOPTING A NEW SECTION 12.10.045 OF THE EDGEWOOD MUNICIPAL CODE (EMC), GOVERNMENT SPONSORED AND CO-SPONSORED EVENTS IN CITY PARKS; PROVIDING AN EXCEPTION FOR CERTAIN EVENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, currently, EMC 18.50.070 in the City's development standards requires a temporary use permit for certain events held in the City; and

WHEREAS, special events would be better addressed through a special event permit process, rather than a development permit given the nature of the activity; and

WHEREAS, the City is in the process of reviewing a comprehensive special event code to govern all special events in the City; and

WHEREAS, in the interim, the City has determined that amending Chapter EMC 12.10, Park Regulations, to allow certain types of events at city parks that are sponsored or co-sponsored by the City or other government agencies and that provide a public benefit is in the best interests of the City; and

WHEREAS, the City's SEPA Official issued a determination that this Ordinance was categorically exempt under WAC 197-11-800(19)(a); and

WHEREAS, the City Council considered this Ordinance during a regular meeting on March 12, 2024;

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

Section 1. EMC 12.10.045, adopted. EMC 12.10.045, Government sponsored or co-sponsored events in city parks, is hereby adopted to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Exception to notification and decision timelines. Government sponsored or co-sponsored events proposed to occur within 30 days of the effective date of this Ordinance are exempt from strict compliance with the notice and decision deadlines in EMC 12.10.045, provided that all other provisions of said section apply. Under such circumstances, any notices or decisions required by EMC 12.10.045 shall be provided as soon as reasonably practicable.

Section 3. 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 4. 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 five (5) days after the date of publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 12TH DAY OF MARCH, 2024.

_____
Mayor Dave Olson

ATTEST/AUTHENTICATED:

_____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

_____
Ann Marie Soto, City Attorney

Date of Publication: 03/14/2024
Effective Date: 03/19/2024

EXHIBIT A

12.10.045 Government sponsored or co-sponsored events in city parks.

A. Events in city parks sponsored or co-sponsored by the city or other government agency may be approved by the Director without obtaining a temporary use permit pursuant to EMC 18.50.070; provided the following criteria are met:

1. The sponsor and/or co-sponsor of the event provides the city with at least 30 days' advance written notice of intent to hold the event, listing the location, date, time, general description of the event, anticipated number of attendees, and anticipated impact on traffic, parking, police and fire services;
2. Any non-city sponsors and/or co-sponsors signs an indemnification agreement with the city, agreeing to defend, indemnify and hold harmless the city, its officers, employees and agent, for any and all suits, claims, or liabilities caused by or arising out of the event.
3. The event will not cause unreconcilable interference with previously approved and/or scheduled construction, maintenance or other activities;
4. The event is open to the general public and has a demonstrated benefit to the community and/or is a community heritage event;
5. The event will not constitute a public nuisance, endanger the public health or safety, or endanger public property;
6. The event, as proposed, can be shown to function safely;
7. The diversion of police and fire resources to support the event, if any, will not deny reasonable police and fire protection to the city;
8. All other provisions of this chapter are met.

B. The Director will approve or deny the request in writing at least 15 days prior to the proposed date of the event. The Director may impose conditions on the event, including, but not limited to: reasonable adjustments in the date, time, route or location of the proposed event; accommodations of pedestrian or vehicular traffic and parking; insurance coverage; compliance with health and sanitary regulations; emergency services; and security. The Director's decision may be appealed to the Mayor within 5 days of issuance. The Mayor's decision shall be final.

C. For purposes of this section, "sponsor" or "co-sponsor" means the person or group responsible for the event to be held.