



CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA REVISED

Tuesday, March 26, 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. AUDIENCE COMMENT**
- 3. MAYOR'S REPORT**
- 4. CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
The following items are presented for Council approval:
 - A.** Regular City Council Meeting Minutes of March 12, 2024
 - B.** Study Session Meeting Minutes of March 19, 2024
 - C.** Review of Boards and Commission Minutes
 - D.** **AB24-013** - a motion approving March 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$155,262.90 and Vendor Check Numbers 26076 through 26090, with EFT and Direct Pay Payments in the amount of \$414,607.51. Total distributions submitted for review and authorization in the amount of \$569,870.41
 - E.** **AB24-014** - Stormwater Utility Equipment Purchase
- 5. COUNCIL BUSINESS**
 - A.** **AB24-0661** - Ordinance 24-0661 granting a Right-of-Way Use Agreement to Cingular Wireless PCS, LLC
 - B.** **AB24-0711** - Resolution 24-0711 East Pierce Fire & Rescue Land Acquisition
 - C.** **AB24-0712** - Resolution 24-0712 - Pierce Conservation District Grant Support
- 6. COUNCIL COMMENTS**
- 7. ADJOURN**

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



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, March 12, 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 Layla Lee led the attendees in the Pledge of Allegiance.

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Buckley, Councilmember Southard **Staff**

Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Chief Jason Youngman, City Attorney Ann Marie Soto

2 PRESENTATION

A. Metro Animal Services

Mayor Olson introduced the representatives from Metro Animal Services who gave a presentation and answered the council's questions.

3 AUDIENCE COMMENT

There were no audience comments.

4 MAYOR'S REPORT

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

5 CONSENT AGENDA:

- 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

Motion: As read **Action:** Approved **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Keith **Motion Passed 7-0**

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

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

- B.** **AB24-0708** - Resolution 24-0708 authorizing the Mayor to execute an agreement for city hall campus landscape maintenance services with SS Landscaping Services

Motion: As read **Action:** Approved **Moved by:** Councilmember Buckley **Seconded by:** Councilmember Southard **Motion Passed 7-0**

- C.** **AB24-0709** - Resolution 24-0709 granting final plat approval to the Wolf Point subdivision

Motion: As read **Action:** Approved **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Pazaruski **Motion Passed 7-0**

- D. AB24-0710** - Resolution 24-0710, authorizing temporary use of Edgemont Park for the annual Edgewood Community Picnic

Motion: As read **Action:** Approved **Moved by:** Councilmember Buckley **Seconded by:** Deputy Mayor Tomin **Motion Passed 7-0**

- E. AB24-0661** - First Reading of Ordinance No. 24-0661, granting of ROW use agreement to new Cingular Wireless PCS, LLC

Motion: To accept the first reading of Ordinance 24.0661 **Action:** Approved **Moved by:** Councilmember Keith **Seconded by:** Councilmember West **Motion Passed 7-0**

- 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

Motion: As read **Action:** Approved **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Ramirez **Motion Passed 7-0**

7 COUNCIL COMMENTS

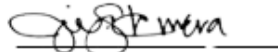
Deputy Mayor Tomin, and Councilmembers West, and Buckley spoke.

8 ADJOURN

Mayor Olson adjourned the meeting at 8:19pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, March 19, 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 led the attendees in the Pledge of Allegiance.

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Southard **Excused:** Councilmember Pazaruski, Councilmember Buckley **Staff Present:** Assistant City Administrator Dave Gray, Finance Director Hardeep Goraya, IT Director Matthew Ray, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Chief Jason Youngman

2 COUNCIL BUSINESS

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

Deputy Mayor Tomin gave an update on the upcoming Volunteer Open House to be held at city hall April 30th, from 6pm-8pm.

B. Development Review

Community & Economic Development Director Lauren Balisky provided the update for this reoccurring agenda topic, and answered the Mayor's questions.

C. Structure Evaluations and Next Steps

Public Works Director Metzler brought this agenda item forward for a detailed explanation and discussion with the Council in regard to purchasing the Nyholm Windmill and the land parcel it sits on from East Pierce Fire & Rescue.

D. SW Utility Equipment Purchase

Public Works Director Metzler discussed the need behind the request for this purchase.

E. Right-of-Way (ROW) Use Agreement - Cingular Wireless PCS, LLC

Public Works Director Metzler discussed this agenda item again, asking that it move forward for a second reading and possible adoption at the following weeks' meeting.

F. City of Edgewood Information Resource Presentation

Assistant City Administrator Dave Gray reviewed the city website to showcase the various resources provided.

3 OTHER COUNCIL ITEMS

Councilmembers Ramirez, and Deputy Mayor Tomin spoke.

4 ADJOURN

Mayor Olson adjourned the meeting at 8:08pm.

Dave Olson
Mayor

Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk



CITY OF EDGEWOOD PLANNING COMMISSION MEETING MINUTES

Monday, February 12, 2024 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Hybrid meeting held via Zoom and at City Hall

1. CALL TO ORDER: Chair Overfield called meeting to order at 6:00 PM.
 - A. Commissioners Present: Guillory; Overfield; Greene; Wagner; Ramirez; Pincas
 - B. Commissioners Absent: Lenoir
 - C. Staff Members Present: Evan Hietpas, Senior Planner
Lauren Balisky, CED Director
Jeremy Metzler, Public Works Director
James Tumelson, Building Official
Morgan Dorner, Senior Planner
2. CONSENT AGENDA: Chair Overfield requested a motion to approve the consent agenda. Guillory motioned to approve as presented, Wagner seconded. Commission voted 5-0 to approve.
3. PUBLIC COMMENTS:
 - A. Donna O’Ravez, submitted a comment regarding the development standards in the SF-2 zoning district, asking for the Planning Commission or City Council to consider eliminating minimum density standards.
 - B. Bill O’Ravez, added a comment in support of the elimination minimum density standards, and explained that it seems like density along Meridian and other areas with sewer should be enough to offset potential loss of density in the SF-2 zoning district.
4. PUBLIC HEARINGS: None
5. ACTION ITEMS: None
6. DISCUSSION ITEMS:
 - A. Hazardous Trees and Preservation Code Update
 - i. Metzler and Balisky provided an overview of the staff report and scope of proposed code changes.
 - ii. Discussion ensued and staff provided additional feedback based on comments and questions from the Commissioners.



CITY OF EDGEWOOD PLANNING COMMISSION MEETING MINUTES

Monday, February 12, 2024 – 6 p.m. • Edgewood City Hall – 2224 104th Ave. E

Hybrid meeting held via Zoom and at City Hall

B. Construction Code Update

- i. Balisky and Tumelson provided an overview of the staff report and scope of proposed code changes.
- ii. Discussion ensued and staff provided additional feedback based on comments and questions from the Commissioners.

C. 2023 Work Plan

- i. Chair Overfield asked for more input and information regarding the minimum density standards in the SF-2 zoning district.
- ii. Chair Overfield asked about the origin of the Planning Commission objective #3, “Promote diversity, equity, and inclusion in recommendations to City Council.”
- iii. Commissioner Greene asked for an update on the City’s General Sewer Plan update, and associated code and policy changes.

7. STAFF COMMENTS:

- A. Hietpas announced that his final day working for the City of Edgewood will be Friday, February 23, 2024.

8. COMMISSIONER COMMENTS: None

9. ADJOURN: Chair Overfield adjourned meeting at 7:21 PM.



ECONOMIC DEVELOPMENT ADVISORY BOARD MINUTES

Monday, February 5, 2024, at 6 p.m.

Hybrid Meeting Held Virtually via Zoom and Edgewood City Hall

1. Call to Order

Present: Steven Weiss

Absent: Angel Swanson, Michael Pearce

2. Community & Economic Development Director Lauren Balisky announced at 6:11pm the meeting would not take place for a lack of quorum.



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: AB24-013 - a motion approving March 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$155,262.90 and Vendor Check Numbers 26076 through 26090, with EFT and Direct Pay Payments in the amount of \$414,607.51. Total distributions submitted for review and authorization in the amount of \$569,870.41	Agenda Item #:
	For Agenda of: 3/26/2024
	Prepared by: Stephanie Goff
Attachments (list): 1. 032624 Voucher Directory 2. 032624 Claims Register	
Approval of Materials: Stephanie Goff Rachel Pitzel, City Clerk/HR Director 3/21/2024 Dave Gray 3/21/2024 Dave Olson 3/22/2024	Expenditure Required: \$569,870.41
	Amount Budgeted: \$569,870.41
	Timeline:

Summary Statement:

Approving March 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$155,262.90 and Vendor Check Numbers 26076 through 26090, with EFT and Direct Pay Payments in the amount of \$414,607.51. Total distributions submitted for review and authorization in the amount of \$569,870.41

Item History:

Recommended Action:

Fiscal Note/Consideration:



Voucher Directory

Fiscal: : 2024 - March
Council Date: : 2024 - March - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
AHBL		Direct Pay Payment 3/21/2024 11:03:15 AM - 1	2024 - March - 2nd Council Meeting		
		144011			
			Feb On-Call Svcs		
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	\$528.75
				On-Call Consultant Services	
		Total 144011			\$528.75
		144013			
			Feb Svcs-Northwood Estates		
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	\$4,675.00
				Northwood Estates	
		Total 144013			\$4,675.00
		144041			
			Feb Svcs-Comprehensive Plan Periodic Update		
			001-058-000-558-60-41-23	Professional Serv-GMA	\$31,231.98
				Comprehensive Plan Periodic Update	
		Total 144041			\$31,231.98
		Total Direct Pay Payment 3/21/2024 11:03:15 AM - 1			\$36,435.73
Total AHBL					\$36,435.73
Alpine Products/Aramco, Inc.		Direct Pay Payment 3/21/2024 11:03:15 AM - 2	2024 - March - 2nd Council Meeting		
		TM-222651			
			March Purchases		
			101-000-000-542-70-31-01	Roadside-Operational Supplies	\$186.24
				ADA Sidewalk Transition Pad (97th Ave Ct E)	
		Total TM-222651			\$186.24
		Total Direct Pay Payment 3/21/2024 11:03:15 AM - 2			\$186.24
Total Alpine Products/Aramco, Inc.					\$186.24
American Shredding		EFT Payment 3/21/2024 11:01:45 AM - 1	2024 - March - 2nd Council Meeting		
		15596031124			
			Mar-Apr Svcs		
			001-018-000-518-30-41-01	Professional Services	\$67.50

Vendor	Number	Reference	Account Number	Description	Amount
				Bi Monthly Rental of 1 Executive Console	
		Total 15596031124			\$67.50
		Total EFT Payment 3/21/2024 11:01:45 AM - 1			\$67.50
Total American Shredding					\$67.50
CDW Government					
		Direct Pay Payment 3/21/2024 11:03:15 AM - 3		2024 - March - 2nd Council Meeting	
		QB64654			
			PO 2024014		
			001-018-000-518-85-49-03	Computer Subscriptions	\$313.79
				Annual Subscription-Fortinet	
		Total QB64654			\$313.79
		Total Direct Pay Payment 3/21/2024 11:03:15 AM - 3			\$313.79
Total CDW Government					\$313.79
Comcast Business					
		EFT Payment 3/21/2024 11:01:45 AM - 2		2024 - March - 2nd Council Meeting	
		194926340			
			2/15-3/14/24 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$786.10
				City Hall Phones	
		Total 194926340			\$786.10
		Total EFT Payment 3/21/2024 11:01:45 AM - 2			\$786.10
Total Comcast Business					\$786.10
Drain-Pro					
	26076			2024 - March - 2nd Council Meeting	
		124930			
			February Add'l Services Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$7.00
				Seat Cover Refills-Trailhead Park	
		Total 124930			\$7.00
		125293			
			3/17-4/13/24 Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Edgemont Park	
		Total 125293			\$144.50
		125294			
			3/17-4/13/24 Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$259.00
				Nelson Nature Park	
		Total 125294			\$259.00

Vendor	Number	Reference	Account Number	Description	Amount
		125295			
			3/17-4/13/24 Svcs Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			Nelson Farm Park		
		Total 125295			\$144.50
		125296			
			3/17-4/13/24 Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$224.50
			Trailhead Park		
		Total 125296			\$224.50
		125297			
			3/17-4/13/24 Svcs PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			PW Yard		
		Total 125297			\$144.50
	Total 26076				\$924.00
Total Drain-Pro					\$924.00
EcoNorthwest					
	26077		2024 - March - 2nd Council Meeting		
		28989			
			February Services		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$630.00
			Prj 25974.00-Prologis Social & Economic Impact Review		
		Total 28989			\$630.00
	Total 26077				\$630.00
Total EcoNorthwest					\$630.00
HWA GeoSciences Inc.					
	26078		2024 - March - 2nd Council Meeting		
		35544			
			February Svcs-Prologis DEIS-Pavement Analysis		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$11,928.21
			Prologis DEIS-Pavement Analysis		
		Total 35544			\$11,928.21
	Total 26078				\$11,928.21
Total HWA GeoSciences Inc.					\$11,928.21
KPG Psomas, Inc.					
	26079		2024 - March - 2nd Council Meeting		
		206202			
			Feb Svcs-Interurban Trail Phase III		
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$26,587.98

Vendor	Number	Reference	Account Number	Description	Amount
				Interurban Trail Phase III	
		Total 206202			\$26,587.98
	Total 26079				\$26,587.98
Total KPG Psomas, Inc.					\$26,587.98
Lakehaven Water & Sewer District					
	EFT Payment 3/21/2024 11:01:45 AM - 3			2024 - March - 2nd Council Meeting	
		3575901 1/3-3/1/24			
			1/3-3/1/24 Svcs 22 114th Ave E		
			001-018-000-518-30-47-04	Sewer Charges	\$32.30
			22 114th Ave E		
		Total 3575901 1/3-3/1/24			\$32.30
	Total EFT Payment 3/21/2024 11:01:45 AM - 3				\$32.30
Total Lakehaven Water & Sewer District					\$32.30
Landau Associates					
	26080			2024 - March - 2nd Council Meeting	
		0057528			
			Prj 0495116.010-Prologis Park EIS		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$5,842.50
				Prologis Park EIS-Preparation Noise Support Svcs	
		Total 0057528			\$5,842.50
	Total 26080				\$5,842.50
Total Landau Associates					\$5,842.50
LONG Building Technologies, Inc.					
	26081			2024 - March - 2nd Council Meeting	
		JC155855			
			Prj. 5050.240006-50% Down		
			340-000-000-382-20-00-02	Contractor Retainage	(\$6,921.96)
				Prj. 5050.240006-Security System-50% Down	
			340-000-000-595-30-63-01	Public Facilities Cap Projects	\$152,421.34
				Prj. 5050.240006-Security System-50% Down	
		Total JC155855			\$145,499.38
		SCPAY0068647			
			PO 2023068		
			001-018-000-518-85-49-03	Computer Subscriptions	\$12,020.91
				AVA Aware 3 Year Software Subscription-(22 Cameras)	
		Total SCPAY0068647			\$12,020.91
	Total 26081				\$157,520.29
Total LONG Building Technologies, Inc.					\$157,520.29

Vendor	Number	Reference	Account Number	Description	Amount
Madrona Law Group, PLLC					
	Direct Pay Payment 3/21/2024 11:03:15 AM - 4		2024 - March - 2nd Council Meeting		
	12481				
			February Services		
			001-018-000-515-41-41-01	Legal Services-External	\$85.50
				Comcast Franchise Negotiations	
	Total 12481				\$85.50
	12482				
			February Services		
			001-018-000-515-41-41-01	Legal Services-External	\$456.00
				Dhaliwal Project	
	Total 12482				\$456.00
	12483				
			February Services		
			001-018-000-515-41-41-01	Legal Services-External	\$283.00
				Edgewood Heights	
	Total 12483				\$283.00
	12484				
			February Services		
			001-018-000-515-41-41-01	Legal Services-External	\$15.00
				Edgewood v. Meacham	
	Total 12484				\$15.00
	12485				
			February Services		
			001-018-000-515-41-41-01	Legal Services-External	\$10,184.50
				General City Attorney Svcs	
	Total 12485				\$10,184.50
	12486				
			February Services		
			001-018-000-515-41-41-01	Legal Services-External	\$569.50
				Prologis Project	
	Total 12486				\$569.50
	12487				
			February Services		
			001-018-000-515-41-41-01	Legal Services-External	\$6,517.50
				Reynolds LUPA	
	Total 12487				\$6,517.50
	12488				
			February Services		
			001-018-000-515-41-41-01	Legal Services-External	\$250.50
				Suelo Marina/Dhaliwal TC Landing LID Foreclosure	
	Total 12488				\$250.50
	Total Direct Pay Payment 3/21/2024 11:03:15 AM - 4				\$18,361.50
Total Madrona Law Group, PLLC					\$18,361.50

Vendor	Number	Reference	Account Number	Description	Amount
Mt. View-Edgewood Water Co.	26082			2024 - March - 2nd Council Meeting	
		2-3401-WS0324			
				Water Consumption-Fill Point	
			410-000-000-531-38-31-01	Operational Supplies	\$61.46
				Water Consumption Fee-PC CMF Truck	
		Total 2-3401-WS0324			\$61.46
	Total 26082				\$61.46
	EFT Payment 3/21/2024 11:01:45 AM - 4			2024 - March - 2nd Council Meeting	
		100385-3401 1/11-3/10/24			
			1/11-3/10/24 10301 36th St E		
			001-018-000-518-30-47-02	Water	\$69.59
				Edgewood Community Park	
		Total 100385-3401 1/11-3/10/24			\$69.59
		2746-3401 1/11-3/10/24			
			1/11-3/10/24 2224 104th Ave E		
			001-018-000-518-30-47-02	Water	\$313.34
				City Hall	
		Total 2746-3401 1/11-3/10/24			\$313.34
		2823-3401 1/11-3/10/24			
			1/11-3/10/24 10311 22nd Ave E		
			001-018-000-518-30-47-02	Water	\$53.82
				PW Yard	
		Total 2823-3401 1/11-3/10/24			\$53.82
		2961-3401 1/11-3/10/24			
			1/11-3/10/24 1800 Meridian Ave E		
			001-018-000-518-30-47-02	Water	\$92.58
				1800 Meridian Ave E	
		Total 2961-3401 1/11-3/10/24			\$92.58
		3796-3401 1/11-3/10/24			
			1/11-3/10/24 1200 Merician Ave E		
			001-018-000-518-30-47-02	Water	\$92.58
				1200 Merician Ave E	
		Total 3796-3401 1/11-3/10/24			\$92.58
	Total EFT Payment 3/21/2024 11:01:45 AM - 4				\$621.91
Total Mt. View-Edgewood Water Co.					\$683.37
Office of Minority & Women's Business	26083			2024 - March - 2nd Council Meeting	
		30314727			
			7/1/23-6/30/25		
			001-014-000-514-20-49-01	Memberships & Subscriptions	\$589.15

Vendor	Number	Reference	Account Number	Description	Amount
				Political Subdivision Fee (7/1/23-6/30/25)	
		Total 30314727			\$589.15
	Total 26083				\$589.15
Total Office of Minority & Women's Business					\$589.15
Pape Machinery Inc.					
	Direct Pay Payment 3/21/2024 11:03:15 AM - 5			2024 - March - 2nd Council Meeting	
	15108578				
		March Purchases			
		001-022-000-548-30-32-02		Supplies/Parts-Vehicles & Equipment	\$64.69
				Parts & Chain for Chainsaws	
	Total 15108578				\$64.69
	15108692				
		March Purchases			
		001-022-000-548-30-32-02		Supplies/Parts-Vehicles & Equipment	\$72.89
				Parts & Blade for Brush Cutter	
	Total 15108692				\$72.89
	Total Direct Pay Payment 3/21/2024 11:03:15 AM - 5				\$137.58
Total Pape Machinery Inc.					\$137.58
Pierce County Budget & Finance PW					
26084				2024 - March - 2nd Council Meeting	
	CI-348404				
		February M&O Services			
		101-000-000-542-38-41-02		Roadway-Road Maint (Intergov contract)	\$560.40
		101-000-000-542-66-41-03		Snow & Ice Control-Prof Svcs	\$2,734.40
	Total CI-348404				\$3,294.80
	CI-348565				
		February Services			
		101-000-000-542-64-41-02		Traffic Control Devices-Traffic Operations (Contract)	\$452.02
				February Services-Signs	
	Total CI-348565				\$452.02
	Total 26084				\$3,746.82
Total Pierce County Budget & Finance PW					\$3,746.82
Puget Sound Energy					
	EFT Payment 3/21/2024 11:01:45 AM - 5			2024 - March - 2nd Council Meeting	
	220033631924 Feb 2024				
		February Statement			
		001-018-000-518-30-47-01		Electricity	\$231.50
				1/31-2/28/24 Svcs	
	Total 220033631924 Feb 2024				\$231.50

Vendor	Number	Reference	Account Number	Description	Amount
		90816537			
			Job Order #105104285		
			340-000-000-595-63-63-01	Improvements-Street Lighting	\$3,239.77
				108th -114th Lighting CIP T2	
		Total 90816537			\$3,239.77
		90816638			
			Job Order #105104284		
			340-000-000-595-63-63-01	Improvements-Street Lighting	\$3,129.91
				122nd & Caldwell Light Project CIP T2	
		Total 90816638			\$3,129.91
		90816639			
			Job Order #105104283		
			340-000-000-595-63-63-01	Improvements-Street Lighting	\$452.85
				24th & 118th Lighting CIP T2	
		Total 90816639			\$452.85
		Total EFT Payment 3/21/2024 11:01:45 AM - 5			\$7,054.03
Total Puget Sound Energy					\$7,054.03
Raedeke Associates, Inc.					
		Direct Pay Payment 3/21/2024 11:03:15 AM - 6	2024 - March - 2nd Council Meeting		
		61130			
			Prj 2018-097 February Services		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$1,614.00
				120a-1-Prologis Park-EIS Support	
		Total 61130			\$1,614.00
		Total Direct Pay Payment 3/21/2024 11:03:15 AM - 6			\$1,614.00
Total Raedeke Associates, Inc.					\$1,614.00
Refunds/Reimbursements Vendor					
		26085		2024 - March - 2nd Council Meeting	
				Edgewood Heights LLC	
		022724-EHLLC			
			Assignment of Funds Partial Release #22-1495		
			006-000-000-582-10-00-02	Refunds-Assignment of Funds	\$10,992.10
				Assignment of Funds Partial Release #22-1495-Edgewood Heights Ph II Landscape Plans	
		Total 022724-EHLLC			\$10,992.10
		Total 26085			\$10,992.10
Total Refunds/Reimbursements Vendor					\$10,992.10
Rhay Design LLC					
		26086		2024 - March - 2nd Council Meeting	
		EDW031524			
			Spring 2024 Magazine Services		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$2,000.00

Vendor	Number	Reference	Account Number	Description	Amount
				Spring 2024 Magazine Services	
		Total EDW031524			\$2,000.00
	Total 26086				\$2,000.00
Total Rhay Design LLC					\$2,000.00
Robert Ward					
	26087			2024 - March - 2nd Council Meeting	
		031223-RW			
			BE Team Catered Staff Luncheon		
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$425.00
				BE Team Catered Staff Luncheon	
		Total 031223-RW			\$425.00
	Total 26087				\$425.00
Total Robert Ward					\$425.00
SCJ Alliance					
	Direct Pay Payment 3/21/2024 11:03:15 AM - 7			2024 - March - 2nd Council Meeting	
	75725				
			Prj 23-001028 Edgewood Sign Brochures		
			001-058-000-558-60-41-03	Professional Services-Non-reimbursable	\$885.00
				Edgewood Sign Brochures	
		Total 75725			\$885.00
	Total Direct Pay Payment 3/21/2024 11:03:15 AM - 7				\$885.00
Total SCJ Alliance					\$885.00
Shell					
	EFT Payment 3/21/2024 11:01:45 AM - 6			2024 - March - 2nd Council Meeting	
	95651147				
			February Statement		
			001-022-000-548-30-32-01	Fuel	\$1,861.46
				February Statement	
		Total 95651147			\$1,861.46
	Total EFT Payment 3/21/2024 11:01:45 AM - 6				\$1,861.46
Total Shell					\$1,861.46

Vendor	Number	Reference	Account Number	Description	Amount
Sound Electronics					
	26088			2024 - March - 2nd Council Meeting	
		516234			
			March Services		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,182.56
				Annual Fire Alarm Inspection	
		Total 516234			\$1,182.56
	Total 26088				\$1,182.56
Total Sound Electronics					\$1,182.56
SS Landscaping Services					
		Direct Pay Payment 3/21/2024 11:03:15 AM - 8		2024 - March - 2nd Council Meeting	
		58260			
			March Services		
			001-076-000-576-80-41-10	Parks Maintenance	\$1,548.23
				Landscape Maintenance Services for March-City Hall	
		Total 58260			\$1,548.23
		58362			
			March Services		
			101-000-000-542-70-48-04	Roadside- ROW Veg Maint Contractor	\$2,593.21
				Landscape Maintenance Services for March	
		Total 58362			\$2,593.21
	Total Direct Pay Payment 3/21/2024 11:03:15 AM - 8				\$4,141.44
Total SS Landscaping Services					\$4,141.44
State Auditor's Office					
		Direct Pay Payment 3/21/2024 11:03:15 AM - 9		2024 - March - 2nd Council Meeting	
		L159957			
			Audit No. 56577		
			001-014-000-514-20-41-04	State Auditor	\$6,183.02
				2021-2022 Accountability & Financial Audit + Travel	
		Total L159957			\$6,183.02
	Total Direct Pay Payment 3/21/2024 11:03:15 AM - 9				\$6,183.02
Total State Auditor's Office					\$6,183.02
Tacoma Screw Products Inc					
	26089			2024 - March - 2nd Council Meeting	
		130057712-00			
			March Purchases		
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$56.10
				Multi-Bit Screwdriver, Machine & Cap Screws	
		Total 130057712-00			\$56.10
	Total 26089				\$56.10
Total Tacoma Screw Products Inc					\$56.10

Vendor	Number	Reference	Account Number	Description	Amount
TK Elevator					
	Direct Pay	Payment 3/21/2024 11:03:15 AM - 10	2024 - March - 2nd Council Meeting		
		6000707192			
			PO 2024008		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$2,663.74
				Elevator Five Year Full Load Test-50% Down Payment	
		Total 6000707192			\$2,663.74
	Total Direct Pay	Payment 3/21/2024 11:03:15 AM - 10			\$2,663.74
Total TK Elevator					\$2,663.74
Transpo Group					
	Direct Pay	Payment 3/21/2024 11:03:15 AM - 11	2024 - March - 2nd Council Meeting		
		32176			
			Prj. 1.21147.00 Meridian Avenue Corridor Study		
			101-000-000-542-30-41-01	Roadway-Professional Service	\$6,600.25
				Meridian Avenue Corridor Study	
			340-000-000-595-80-63-01	Transportation Cap Projects	\$26,401.02
				Meridian Avenue Corridor Study	
		Total 32176			\$33,001.27
		32203			
			Prj. 1.21147.00 Prologis EIS		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$76,785.00
				Prologis EIS	
		Total 32203			\$76,785.00
	Total Direct Pay	Payment 3/21/2024 11:03:15 AM - 11			\$109,786.27
Total Transpo Group					\$109,786.27
US Bank ACH/EFT					
	EFT Payment	3/21/2024 11:03:04 AM - 1	2024 - March - 2nd Council Meeting		
		030724-US Bank			
			February Safekeeping Fees		
			001-018-000-514-20-42-05	Bank & Bond Fees	\$30.00
				February Safekeeping Fees	
		Total 030724-US Bank			\$30.00
		031424-US Bank			
			February Customer Analysis Fees		
			001-018-000-514-20-42-05	Bank & Bond Fees	\$959.73
				Customer Analysis Fees	
		Total 031424-US Bank			\$959.73
	Total EFT Payment	3/21/2024 11:03:04 AM - 1			\$989.73
Total US Bank ACH/EFT					\$989.73
Grand Total		Vendor Count	31		\$414,607.51

City of Edgewood 2024

March 26th 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			
DCP EFT 3/15/24	Deferred Compensation Program	3/15/2024	\$19,751.20
Direct Deposit Run -	Payroll Vendor	3/15/2024	\$95,721.33
DRS EFT 3/15/24	Dept of Retirement Systems	3/15/2024	\$21,116.87
IRS 941 EFT 3/15/24	IRS 941	3/15/2024	\$18,673.50
Total			\$155,262.90

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26075 Last Number Issued Previous Authorization			
26076	Drain-Pro	3/26/2024	\$924.00
26077	EcoNorthwest	3/26/2024	\$630.00
26078	HWA GeoSciences Inc.	3/26/2024	\$11,928.21
26079	KPG Psomas, Inc.	3/26/2024	\$26,587.98
26080	Landau Associates	3/26/2024	\$5,842.50
26081	LONG Building Technologies, Inc.	3/26/2024	\$157,520.29
26082	Mt. View-Edgewood Water Co.	3/26/2024	\$61.46
26083	Office of Minority & Women's Business	3/26/2024	\$589.15
26084	Pierce County Budget & Finance PW	3/26/2024	\$3,746.82
26085	Edgewood Heights LLC	3/26/2024	\$10,992.10
26086	Rhay Design LLC	3/26/2024	\$2,000.00
26087	Robert Ward	3/26/2024	\$425.00
26088	Sound Electronics	3/26/2024	\$1,182.56
26089	Tacoma Screw Products Inc	3/26/2024	\$56.10
26090	VOID	3/26/2024	\$0.00
Direct Pay Payment	AHBL	3/26/2024	\$36,435.73
Direct Pay Payment	TK Elevator	3/26/2024	\$2,663.74
Direct Pay Payment	Transpo Group	3/26/2024	\$109,786.27
Direct Pay Payment	Alpine Products/Aramco, Inc.	3/26/2024	\$186.24
Direct Pay Payment	CDW Government	3/26/2024	\$313.79
Direct Pay Payment	Madrona Law Group, PLLC	3/26/2024	\$18,361.50
Direct Pay Payment	Pape Machinery Inc.	3/26/2024	\$137.58
Direct Pay Payment	Raedeke Associates, Inc.	3/26/2024	\$1,614.00
Direct Pay Payment	SCJ Alliance	3/26/2024	\$885.00
Direct Pay Payment	SS Landscaping Services	3/26/2024	\$4,141.44
Direct Pay Payment	State Auditor's Office	3/26/2024	\$6,183.02
EFT Payment	American Shredding	3/26/2024	\$67.50
EFT Payment	Comcast Business	3/26/2024	\$786.10
EFT Payment	Lakehaven Water & Sewer District	3/26/2024	\$32.30
EFT Payment	Mt. View-Edgewood Water Co.	3/26/2024	\$621.91
EFT Payment	Puget Sound Energy	3/26/2024	\$7,054.03
EFT Payment	Shell	3/26/2024	\$1,861.46
EFT Payment	US Bank ACH/EFT	3/26/2024	\$989.73

Total Claims Voucher Distribution	\$414,607.51
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Total Distribution Submitted for Review & Authorization	\$ 569,870.41
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Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments	\$ 569,870.41
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Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

_____ Accounting Manager, Stephanie Goff

_____ Mayor, Dave Olson

_____ Council Member



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-014 - Stormwater Utility Equipment Purchase	Agenda Item #: 4.E
	For Agenda of: 3/26/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. PO2024015 Freeway Trailer Sales Inc 2. PO2024016 Jennings Equipment Inc	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson	Expenditure Required: \$97,088.70 (tax included) Amount Budgeted: \$115,000 (SW Utility, Equipment) Timeline: 03/19/2024 SS 03/26/2024 RCM

Summary Statement: The Surface Water Utility is seeking to purchase a mini-excavator and trailer to perform regular maintenance of several city-owned surface water detention ponds without having to rely on individual contracts. Regular maintenance is required by the City's Municipal Stormwater Permit and may include, but is not limited to, vegetation trimming and/or removal, (re)placement of rock at inlets and outfalls, maintenance adjustments to structures and pipes, and removal of accumulated sediment and debris.

Staff sought out three bids for the new equipment and recommends authorization of the following purchases:

- Jennings Equipment, Inc. - Kubota mini excavator with buckets and flail mower, \$85,946.21
- Freeway Trailer - Summit Model DPSTB720-4TA5 Heavy Duty tilt trailer, \$11,142.49

Purchase orders for the above equipment are attached for Council's consideration.

Item History:

N/A

Recommended Action:

MOTION to authorize purchase orders for **AB24-014** - Stormwater Utility Equipment Purchase

Fiscal Note/Consideration:

The appropriated budget for Equipment in the Surface Water Utility Fund is \$115,000. This purchase will be fully reimbursed by the Department of Ecology through the Surface Water Capacity Grant program.



CONTACT/CONFIRMATION INFORMATION:
City of Edgewood
Finance Department
2224 104th Avenue East
Edgewood, WA 98372-1513
(253)952-3299
finance@cityofedgewood.org

6202 South Tacoma Way Tacoma WA 98409
253-922-0771 / 1-800-992-5644 / Fax 253-922-2981
www.freewaytrailer.com

Date 03/04/24

Name	JEREMY PRIVETT		
Company	CITY OF EDGEWOOD		
Address	City	State	Zip
Phone	253-329-7867	Cell	Fax
E-Mail			

MAKE	SUMMIT	YEAR	2024	NEW	X	GVW	14K
MODEL	DPSTB720-4TA5	AXLES	2	USED			
SIZE	7X20	BRAKES	ELEC	STOCK	X		
VIN#	15116			ORDER			

[illegible]

Options total	\$0.00

Trailer Base Price	\$9,995.00
Options	\$0.00
Freight	FOB TACOMA
Subtotal	\$9,995.00
TRADE IN	
Net Total	\$9,995.00
Sales Tax	\$1,029.49
TRANSIT PERMIT	\$33.00
Documentary	
Service Fee	\$85.00
Net Quote	\$11,142.49
Down Payment	
Balance Due	\$11,142.49
Check #	
Purchase Order #	

BUYER ACKNOWLEDGES THAT THE DEPOSIT REQUIRED TO ORDER THIS TRAILER IS NON-REFUNDABLE.

DISCOUNTED CASH OR CHECK PRICE ON QUOTE. ADD 3% FOR CREDIT/DEBIT CARD/SHEFFIELD FINANCIAL.

Customer Signature

Dave Olson

Dave Olson (Mar 14, 2024 09:40 PDT)

Email: dave.olson@cityofedgewood.org

2024015 Freeway Trailer Sales Inc_

Final Audit Report

2024-03-14

Created:	2024-03-14
By:	HARDEEP GORAYA (hardeep@cityofedgewood.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_t417SUGYwF97FJ3KMdkAGyiWfg3die-

"2024015 Freeway Trailer Sales Inc_" History

-  Document created by HARDEEP GORAYA (hardeep@cityofedgewood.org)
2024-03-14 - 3:39:12 PM GMT
-  Document emailed to dave.olson@cityofedgewood.org for signature
2024-03-14 - 3:39:32 PM GMT
-  Email viewed by dave.olson@cityofedgewood.org
2024-03-14 - 4:33:47 PM GMT
-  Signer dave.olson@cityofedgewood.org entered name at signing as Dave Olson
2024-03-14 - 4:40:44 PM GMT
-  Document e-signed by Dave Olson (dave.olson@cityofedgewood.org)
Signature Date: 2024-03-14 - 4:40:46 PM GMT - Time Source: server
-  Agreement completed.
2024-03-14 - 4:40:46 PM GMT



CONTACT/CONFIRMATION INFORMATION:
City of Edgewood
Finance Department
2224 104th Avenue East
Edgewood, WA 98372-1513
(253)952-3299
finance@cityofedgewood.org



Jennings Equipment Inc.

QUOTE

for Washington State contracts
05218

TO: City of Edgewood
2224 104th Ave e.
Edgewood, WA. 98372-1513
Jermy Privett

DATE: 2/26/2024
FROM: Andy Harris
CELL: 253-606-5642
andyh@jenningsequipment.com



QTY	Model#	DESCRIPTION	MSRP	QTY TOTAL	DISCOUNT	LINE TOTAL
1	KX040-4R3TP	New Kubota 10,200LB mini excavator, rubber tracks, enclosed cab, 6 way hydraulic blade and 2 port remote hydraulics.	\$ 78,841.00	\$ 78,841.00	23.00%	\$ 60,707.57
1	K7870A	OEM Kubota quick coupler.	\$ 1,400.00	\$ 1,400.00	23.00%	\$ 1,078.00
1	K7910A	OEM Kubota hydraulic thumb.	\$ 3,963.00	\$ 3,963.00	23.00%	\$ 3,051.51
1	K7877	OEM Kubota 36" clean out bucket with bolt on edge.	\$ 1,993.00	\$ 1,993.00	23.00%	\$ 1,534.61
1	K7875	OEM Kubota 24" bucket.	\$ 1,937.00	\$ 1,937.00	23.00%	\$ 1,491.49
1	K7479	Cab mirror kit.	\$ 267.00	\$ 267.00	23.00%	\$ 205.59
1	K7927	Travel alarm kit.	\$ 134.00	\$ 134.00	23.00%	\$ 103.18
1	30EX	Brush Hound 30" flail mower. Includes KX040 mount bracket, hoses and flat face couplers.	\$ 10,750.00	\$ 10,750.00	12.00%	\$ 9,460.00
SET -UP /TEST RUN						\$ 430.00
DELIVERY						\$ -
SUBTOTAL						\$ 78,061.95
2710 TAX RATE						10.10%
SALES TAX						\$ 7,884.26
TOTAL						\$ 85,946.21

Jennings Equipment Inc.
1030 River Rd.
Puyallup, WA 98371
253-845-8801 FAX 253-845-9087

Signature: Dave Olson
Dave Olson (Mar 14, 2024 09:41 PDT)
Email: dave.olson@cityofedgewood.org

2024016 Jennings Equipment Inc_

Final Audit Report

2024-03-14

Created:	2024-03-14
By:	HARDEEP GORAYA (hardeep@cityofedgewood.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATufaODosOKIOPbqzrkpcBlez3r5y1iBP

"2024016 Jennings Equipment Inc_" History

-  Document created by HARDEEP GORAYA (hardeep@cityofedgewood.org)
2024-03-14 - 3:40:20 PM GMT
-  Document emailed to dave.olson@cityofedgewood.org for signature
2024-03-14 - 3:40:41 PM GMT
-  Email viewed by dave.olson@cityofedgewood.org
2024-03-14 - 4:40:58 PM GMT
-  Signer dave.olson@cityofedgewood.org entered name at signing as Dave Olson
2024-03-14 - 4:41:47 PM GMT
-  Document e-signed by Dave Olson (dave.olson@cityofedgewood.org)
Signature Date: 2024-03-14 - 4:41:49 PM GMT - Time Source: server
-  Agreement completed.
2024-03-14 - 4:41:49 PM GMT



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0661 - Ordinance 24-0661 granting a Right-of-Way Use Agreement to Cingular Wireless PCS, LLC	Agenda Item #: 5.A
	For Agenda of: 3/26/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. Ordinance 24-0661 - AT&T Franchise	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 3/20/2024 Dave Gray 3/21/2024 Dave Gray 3/21/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	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 Administrative 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 ordinance has been reviewed and accepted by both parties' legal counsel and is presented herewith for the City Council's consideration.

Item History:

N/A

Recommended Action:

MOTION to accept the second reading, and adoption of, **AB24-0661** - Ordinance 24-0661 granting a Right-of-Way Use Agreement to Cingular Wireless PCS, LLC

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 24-0661

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


WAYNE WOOTEN (Mar 13, 2024 10:53 EDT)

Signature

Wayne Wooten

Name

Director

Title

March 13, 2024

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

Exhibit A

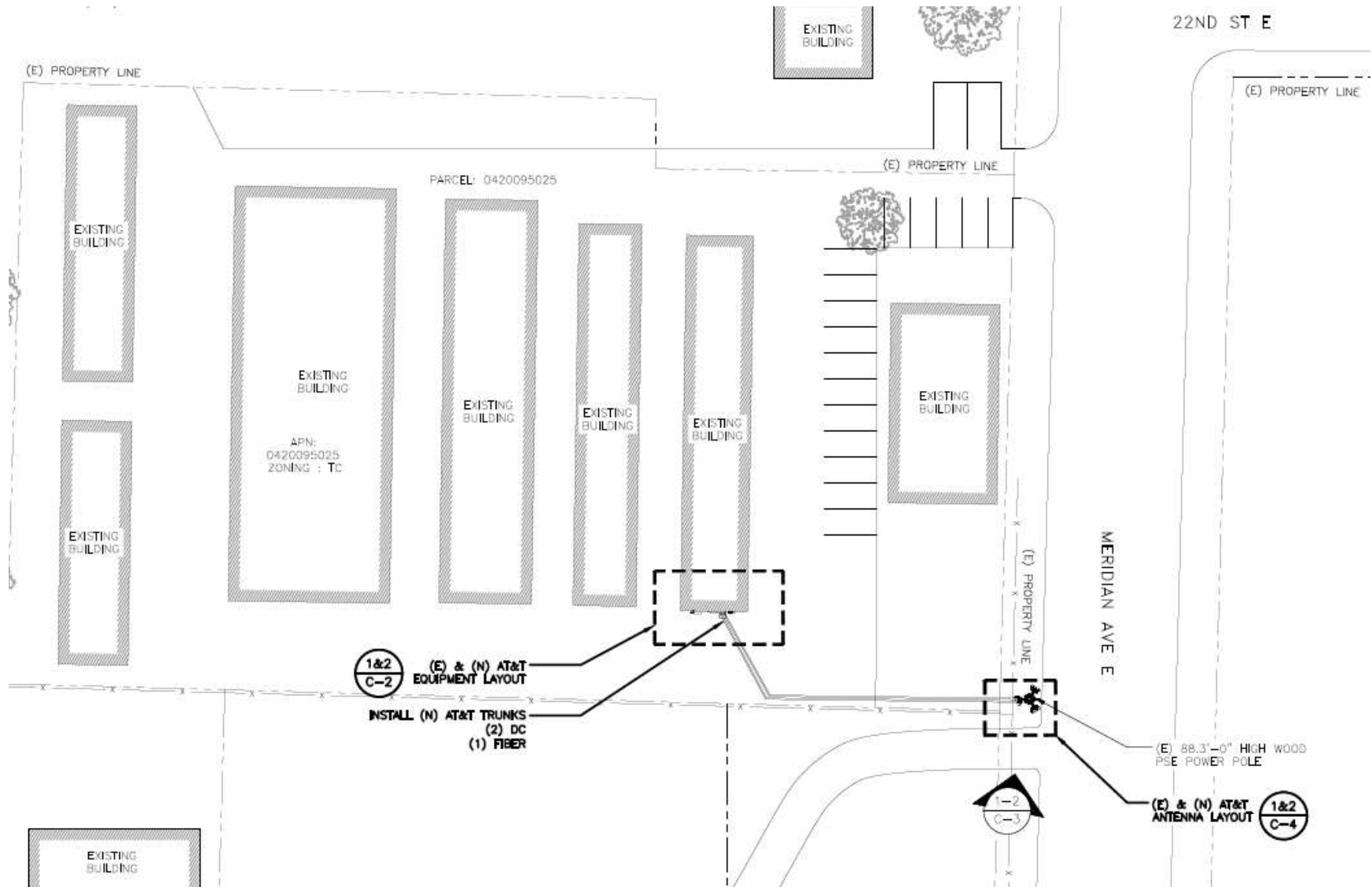
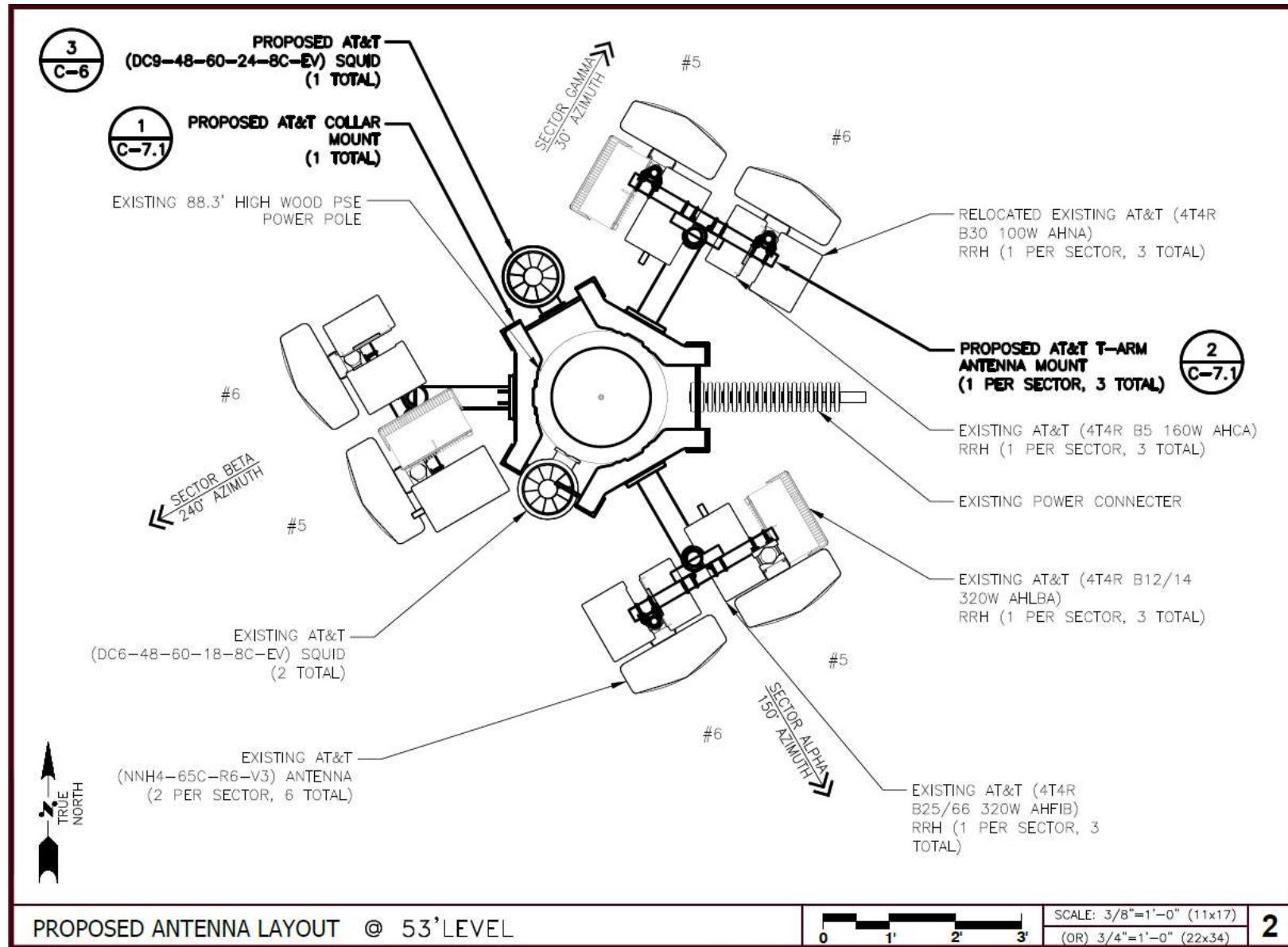


Exhibit A-1



2
C-7.1

PROPOSED AT&T T-ARM ANTENNA
MOUNT (1 PER SECTOR, 3 TOTAL)

1
C-7.1

PROPOSED AT&T COLLAR
MOUNT (1 TOTAL)

2
C-6

PROPOSED AT&T (AEQK) ANTENNA
(1 PER SECTOR, 3 TOTAL)

1
C-6

PROPOSED AT&T (AEQU) ANTENNA
(1 PER SECTOR, 3 TOTAL)

SECTOR GAMMA
30° AZIMUTH

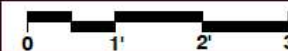
EXISTING POWER CONNECTER

SECTOR BETA
240° AZIMUTH

SECTOR ALPHA
150° AZIMUTH

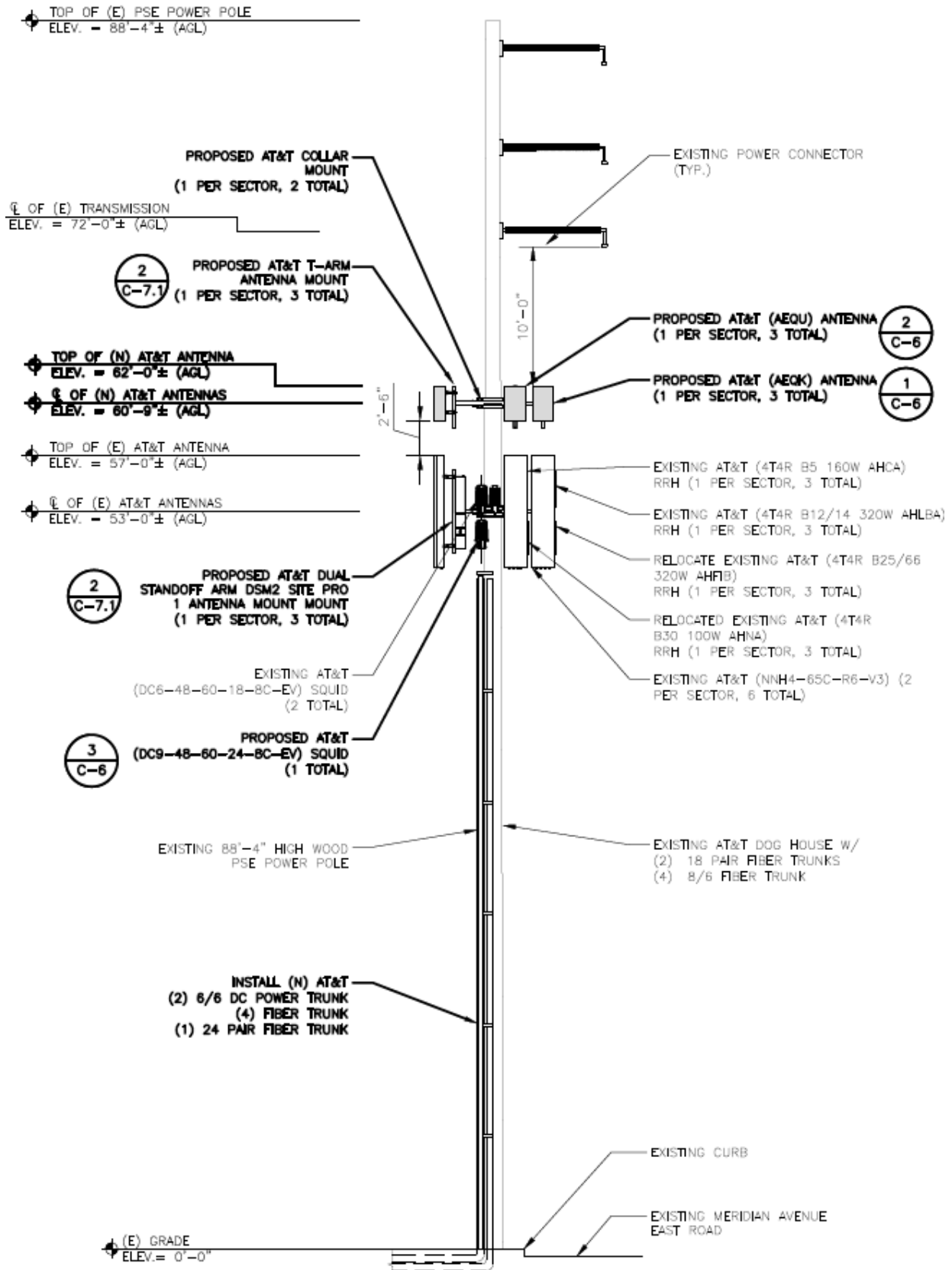


PROPOSED ANTENNA LAYOUT @ 60'-9" LEVEL



SCALE: 3/8"=1'-0" (11x17)
(OR) 3/4"=1'-0" (22x34)

2





City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0711 - Resolution 24-0711 East Pierce Fire & Rescue Land Acquisition	Agenda Item #:
	For Agenda of: 3/26/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 24-0711 - EPFR Land Acquisition	
Approval of Materials: Jeremy Metzler	Expenditure Required: \$172,000
	Amount Budgeted: \$50,000 (CIP P-6)
	Timeline: 03/19/2024 SS 03/26/2024 RCM

Summary Statement:

City staff have been coordinating with East Pierce Fire and Rescue (EPFR) staff regarding the ownership status of the Nyholm Windmill and the property it is situated on. It is the City's understanding that the Windmill is owned and maintained by a separate non-profit organization, and they have a lease agreement with EPFR to keep the Windmill on EPFR's land.

In summary, EPFR has offered to sell the land to the City for \$172,000 based on an appraisal they have completed. Upon review of the County Assessor's value for the land and our understanding of the Windmill itself, this appears to be a reasonable value for the land. Attached is a resolution authorizing the Mayor to negotiate and execute a Purchase and Sale Agreement with EPFR, for Council's consideration.

Item History:

N/A

Recommended Action:

MOTION to adopt AB24-0711 - Resolution 24-0711 East Pierce Fire & Rescue Land Acquisition

Fiscal Note/Consideration:

As programmed under the Capital Improvement Plan (CIP), Project P-6 Land Acquisition is funded by Park Impact Fees. The approved 2024 Budget anticipates an Ending Fund Balance of \$529,000, which includes the \$50,000 budgeted for land acquisition, and excludes any Park Impact Fee revenues received in 2024. Another revenue source available for land acquisition is Real Estate Excise Taxes. Therefore, staff believe there are ample fund balances to absorb the additional \$122,000 for this expense, if approved by the Council.

RESOLUTION NO. 24-0711

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A PURCHASE AND SALE AGREEMENT WITH EAST PIERCE FIRE AND RESCUE FOR REAL PROPERTY LOCATED AT 10105 24TH STREET EAST, ASSESSOR'S PARCEL NUMBER 0420091157, IN THE AMOUNT OF \$172,000

WHEREAS, East Pierce Fire and Rescue (EPFR) owns a parcel of land adjacent to their facility located at 10105 24th Street East which abuts Meridian Avenue East (State Route 161) in the City of Edgewood's Town Center; and

WHEREAS, the parcel currently has a long standing iconic community building known as the Nyhom Windmill, owned by a community not-for-profit group, who lease the parcel for one dollar per year from EPFR, and would like to transfer ownership of the Windmill to the City; and

WHEREAS, EPFR has declared the parcel of land to be surplus and expressed interest in selling this parcel to the City for use as a park, recognizing the significance of the Windmill to the community and the parcel's central location; and

WHEREAS, RCW 82.02.050-.110 and WAC 365-196-850 authorize the use of impact fees public capital facilities in the City's capital facilities plan, including, but not limited to, publicly owned parks; and

WHEREAS, the City has prioritized land acquisition for parks purposes in the Comprehensive Plan, the Parks, Recreation, Open Space and Trails (PROST) Plan, and the Capital Improvement Plan (CIP), appropriating \$50,000 each year of Park Impact Fees for this purpose; and

WHEREAS, pursuant to RCW 82.02.050(4), impact fees "shall be used for system improvements that will reasonably benefit the new development"; and

WHEREAS, this parcel of land is centrally located in the Town Center zoning district, within walking distance of several recent and anticipated future residential and mixed-use developments; and

WHEREAS, the City Council finds that this parcel of land provides an opportunity to improve the City's park system and directly address the increased demand for parks facilities created by development in this rapidly growing area; and

WHEREAS, EPFR obtained an appraisal for the property and determined a reasonable sale price of \$172,000, which is due in part to the presence of the Windmill structure; and

WHEREAS, the purchase of this parcel would be made up of a combination of park impact fees and real estate excise tax funds; and

WHEREAS, the City Council discussed the importance of acquiring this parcel of land at their March 19, 2024 study session; and

WHEREAS, the City Council considered acquisition of this parcel at their March 26, 2024 regular meeting;

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

Section 1. Agreement Authorized. The City Council hereby authorizes the Mayor to negotiate and execute a Purchase and Sale Agreement with East Pierce Fire and Rescue for Pierce County Assessor's Parcel Number 0420091157, located at 10105 24th Street East, Edgewood, WA, in the amount of \$172,000.

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

ADOPTED THIS 26TH DAY OF MARCH, 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0712 - Resolution 24-0712 - Pierce Conservation District Grant Support	Agenda Item #:
	For Agenda of: 3/26/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 24-0712 - PCD Grant Support 2. Letter of Support	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 3/26/2024 Dave Gray 3/26/2024 Dave Olson 3/26/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 03/26/2024 RCM

Summary Statement:

The City Council authorized the inclusion of the City of Edgewood into the Pierce Conservation District ("PCD") service area by Resolution 22-0635 on August 23, 2022. The Nelson Nature Park is a City of Edgewood park with passive recreation trail loops around a sensitive wetland and buffer area that is experiencing loss of tree canopy and increasing numbers of invasive species in the undergrowth. PCD runs a habitat stewardship program to help member agencies address situations like this with expertise and volunteer resources, and has expressed interest in developing a targeted stewardship program for the Nelson Nature Park. Forterra is a local land trust organization that offers Community Restoration Grants for activities like these, and with the City's support, PCD is interested in applying for a grant to support said stewardship program by funding a crew to remove the invasive species.

Staff believes this is an excellent opportunity to restore the Nelson Nature Park while developing an ongoing stewardship program for the community to enjoy. Attached for Council's consideration are an authorizing resolution and Letter of Support for PCD's application to Forterra's Community Restoration Grant program.

Item History:

N/A

Recommended Action:

MOTION to adopt AB24-0712 - Resolution 24-0712 - Pierce Conservation District Grant Support

Fiscal Note/Consideration:

N/A

RESOLUTION NO. 24-0712

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF SUPPORT FOR THE PIERCE CONSERVATION DISTRICT TO APPLY FOR A COMMUNITY RESTORATION GRANT FROM FORTERRA

WHEREAS, thanks to their programs for water quality improvement and natural habitat restoration, the City Council authorized the inclusion of the City of Edgewood into the Pierce Conservation District (“PCD”) service area by Resolution 22-0635 on August 23, 2022; and

WHEREAS, the Nelson Nature Park is a City of Edgewood park with passive recreation trail loops around a sensitive wetland and buffer area that is experiencing loss of tree canopy and increasing numbers of invasive species in the undergrowth; and

WHEREAS, the City’s staff and resources have been unable to develop an actionable plan to properly address the invasive species; and

WHEREAS, PCD runs a habitat stewardship program to help member agencies address situations like this with expertise and volunteer resources, and has expressed interest in developing a targeted stewardship program for the Nelson Nature Park; and

WHEREAS, Forterra is a local land trust organization that offers Community Restoration Grants for activities like these, and with the City’s support, PCD is interested in applying for a grant to support said stewardship program by funding a crew to remove the invasive species; and

WHEREAS, staff believes this is an excellent opportunity to restore the Nelson Nature Park while developing an ongoing stewardship program for the community to enjoy; and

WHEREAS, the City Council considered the Letter of Support at their March 26, 2024 regular meeting;

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

Section 1. Letter Authorized. The City Council hereby authorizes the Mayor to execute a Letter of Support for the Nelson Nature Park, to be submitted with the Pierce Conservation District’s application to Forterra’s Community Restoration Grant program.

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

ADOPTED THIS 26TH DAY OF MARCH, 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC



March 27, 2024

Program Coordinator
Forterra
5101 14th Ave NW
Suite 200 #307
Seattle, WA 98107

SUBJECT: City of Edgewood Nelson Nature Park – Community Restoration Grant

Dear Community Restoration Grants staff,

This letter confirms that the Pierce Conservation District has approval from the City of Edgewood to carry out the Volunteer Stewardship Preparation at Nelson Nature Park in their Community Restoration Grants application. The City of Edgewood is within the Pierce Conservation District, which offers programs for water quality improvement, natural habitat restoration, urban flooding reduction, and water quality monitoring, among others that are crucial to the conservation and vitality of our natural areas.

If you have any questions, you can contact Joe Blaine, Surface Water Program Coordinator, at 253-878-2632, or by email at joe@cityofedgewood.org.

Yours truly,

Dave Olson
Mayor

cc: City of Edgewood City Council