



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING AGENDA

Monday, December 8, 2025 – 6:00 PM ♦ City Hall –10440 Dom Calata Way E ♦ Edgewood, WA

Virtual Meeting Via Zoom <https://zoom.us/j/97065969184>

Zoom Meeting ID: 970 6596 9184

1. CALL TO ORDER

- 2. CONSENT AGENDA:** *All matters listed under Item 2, Consent Agenda, are considered routine in nature and will be enacted by one motion. Individual discussion of these items is not planned. A member, however, may remove any item to discuss as an item for separate consideration under New Business.*

a. Planning Commission meeting minutes from November 10, 2025

- 3. CITIZEN COMMENT PERIOD** *This portion of the agenda is reserved for the public to comment on items not on the agenda. The Planning Commission may invite additional public comment on agenda items noted for discussion later in the meeting.*

4. ACTION ITEMS

a. EMC 18.80.080 Amendments (Interim Zoning Ordinance 25-0676)

b. Public Works Standards and Code Updates

5. DISCUSSION ITEMS

a. Special Event Code

6. STAFF UPDATES/BOARD MEMBER 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

PLANNING COMMISSION MEETING AGENDA SUMMARY

Monday, November 10, 2025 – 6:00 PM ♦ City Hall –10440 Dom Calata Way E ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Carly Guillory, JoAnn Overfield, Lauren Roggenbuck, Jan Furey, Carly Lenoir

Absent: Tom Greene, Leyla Church

2 CONSENT AGENDA:

- a. Review Planning Commission meeting minutes from October 13, 2025

Motion: As read **Action:** Approved **Moved by:** Commissioner Lenoir **Seconded by:** Commissioner Furey **Motion Passed 5-0**

3 CITIZEN COMMENT PERIOD

Enid Duncan spoke.

4 PUBLIC HEARINGS

- a. Interim Zoning Ordinance 25-0676

Chair Overfield opened the public hearing on Interim Zoning Ordinance 25-0676 at 6:09pm. Staff gave an update, citizen Enid Duncan gave public comment, and the public hearing was closed at 6:17pm.

- b. Public Works Standards and Code Updates

Chair Overfield opened the public hearing on Public Works Standards and Code Updates at 6:18pm and closed it at 6:19pm there were no public comments.

5 ACTION ITEMS

- a. 2024 Comprehensive Plan Implementation

Motion: As read **Action:** Approved **Moved by:** Commissioner Lenoir **Seconded by:** Commissioner Furey **Motion Passed 5-0**

- b. 2025 Annual Comprehensive Plan Amendments

Motion: As read **Action:** Approved **Moved by:** Commissioner Furey **Seconded by:** Commissioner Lenoir **Motion Passed 5-0**

- c. Critical Areas Ordinance Update

Motion: As read **Action:** Approved **Moved by:** Commissioner Furey **Seconded by:** Commissioner Lenoir **Motion Passed 5-0**

6 DISCUSSION ITEMS

- a. Interim Zoning Ordinance 25-0676

The Planning Commission held a public hearing on the proposed draft amendments to EMC Title 18 regarding development standards for the TC, C, MUR, and BP zoning districts, as directed by the City Council under Interim Zoning Ordinance 25-0676. The Commission reviewed and discussed the materials provided under Agenda Item 4.a and considered the public comments received during the hearing.

- b. Public Works Standards and Code Updates

The Planning Commission held a public hearing on the proposed draft Public Works

Standards and associated amendments to EMC Titles 12 and 13. The Commission reviewed and discussed the materials provided under Agenda Item 4.b and considered the public comments received during the hearing.

c. 2026 Annual Comprehensive Plan Amendment Requests

Staff requested that the Planning Commission review the 2024 Comprehensive Plan and discuss potential city-initiated amendments for the 2026 annual amendment cycle. The Commission also reviewed and considered any development regulation updates that should be addressed in the upcoming calendar year.

7 STAFF/COMMISSIONER COMMENTS

Chair Overfield spoke.

8 ADJOURN

Chair Overfield adjourned the meeting at 6:59pm.



CITY OF EDGEWOOD STAFF REPORT PLANNING COMMISSION AGENDA ITEM

Date: December 8, 2025

Title: EMC 18.80.080 Amendments (Interim Zoning Ordinance 25-0676) – Recommendation

Attachments: Draft Planning Commission Recommendation
Attachment A – DRAFT EMC 18.80.080 Amendments

Submitted By: Jeremy Metzler, PE – Community Development Director

Background Information:

As introduced at the [June 9, 2025 Planning Commission \(PC\) Meeting](#), the City Council adopted [Interim Zoning Ordinance 25-0676](#) on March 25, 2025. This ordinance currently:

- Clarifies the purpose of the Town Center (TC), Commercial (C), and Business Park (BP) zoning districts
- Prohibits single-use residential projects in the TC and C zoning districts
- Prohibits all new residential projects in the BP zoning district
- Retains both single- and mixed-use residential in the Mixed Use Residential (MUR) zoning district
- Requires all properties in these zoning districts that abut arterial roadways (Meridian Ave E, Emerald St E, 8th St E, 24th St E) to develop permissible non-residential uses within 200 feet of said roadway, while allowing for mixed use (residential and commercial) if 50% of the building footprint area (ground floor) is a commercial use
- Removes the ability to simply "preserve", or set aside, the required frontage area "for future retail or office type commercial uses"
- Removes the allowance for vertical mixed use projects to develop ground floor residential if converted to commercial within three years of occupancy (not utilized)

The City Council held their public hearing for the Interim Zoning Ordinance on May 13, 2025 ([link to presentation](#)), where no comments were received. Staff also met with the Economic Development Advisory Board (EDAB) at their June 2, 2025 meeting, and a summary of that discussion was included in the [June 9, 2025 PC meeting materials](#). The [July 14, 2025 PC meeting materials](#) include a summary of the June 9, 2025 PC meeting discussion, and the [August 11, 2025 PC meeting materials](#) include a summary of the July 14, 2025 PC meeting discussion. Discussion continued at the [September 8, 2025](#), [October 13, 2025](#), and [November 10, 2025](#) PC Meetings.

As adopted under the Interim Zoning Ordinance, the PC must consider modifications, conduct public hearings as may be necessary or desirable, and prepare a recommendation to the City Council regarding the adoption of permanent regulations for the Council's consideration and action no later than March 25, 2026, unless extended or modified by the Council.

Staff issued a SEPA Determination of Nonsignificance (DNS) on October 24, 2025, with the SEPA public comment period ending with a public hearing at the November 10, 2025 PC Meeting. Two public comments were received at the hearing relating to the proposed development standards and ensuring appropriate minimum requirements for commercial uses along the Meridian corridor. No other comments were received, and the SEPA determination was not appealed.

Tentative Schedule:

June 9, 2025 – Planning Commission Introduction (COMPLETE)

July 14, 2025 – Planning Commission Discussion (COMPLETE)

August 11, 2025 – Planning Commission Discussion (COMPLETE)

September 8, 2025 – Planning Commission Discussion with WVH Draft Land Use Study (COMPLETE)

October 13, 2025 – Planning Commission Discussion and Draft Amendments Review (COMPLETE)

October 26, 2025 – SEPA Issuance and Comment Period (COMPLETE)

November 10, 2025 – Planning Commission Public Hearing (COMPLETE)

December 8, 2025 – Planning Commission Recommendation

January 6, 2026 – City Council Study Session Introduction

January 13, 2026 – City Council Regular Meeting and Potential Action

Current Discussion:

Following last month's public hearing and discussion, staff has finalized the attached draft amendments for final review and consideration by the Planning Commission, summarized as follows:

- updates the purpose statements for the Town Center (TC), Commercial (C), Mixed Use Residential (MUR) and Business Park (BP) zoning districts to be consistent with the 2024 Comprehensive Plan
- allows for townhomes and apartments in the BP zone as an outright permissible use near the Interurban Trail (*pending an update to these rows in EMC 18.70.050, Land Use Table*),
- replaces the 200-foot non-residential use standard with a ground floor building frontage standard, including a minimum unit depth for said non-residential use based on building height,
- clarifies what qualifies as "frontage occupied by a building", and
- other clarifying edits.

Analysis:

Per EMC 18.60.020, the Planning Commission has the authority to review and make recommendations on proposed amendments to city regulations concerning land use and development. Staff have reviewed the criteria under EMC 18.60.220(A) and offers the following analysis:

1. Whether the proposed amendment(s) conform to the Growth Management Act (Chapter [36.70A](#) RCW). Response: The proposed amendments conform with the Growth Management Act requirements for zoning regulations.
2. Whether the proposed amendment(s) are consistent with and implement the city's comprehensive plan, including the goals, policies and implementation strategies of the various

elements of the plan. Response: The proposed amendments are consistent with and implement the city's comprehensive plan goals and policies.

3. Whether circumstances related to the proposed amendment(s) and/or the area in which it is located have substantially changed since the adoption of the city's comprehensive plan. Response: The proposed amendments are directly related to changes in market conditions and to ensure compliance with the 2024 Comprehensive Plan's Goals and Policies.
4. Whether the assumptions upon which the city's comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the adoption process or any annual amendments of the city's comprehensive plan. Response: The proposed amendments are directly related to changes in market conditions and to ensure compliance with the 2024 Comprehensive Plan's Goals and Policies.
5. Whether the proposed amendment(s) reflects current, widely held values of the residents of the city. Response: The proposed amendments reflect the current and widely held values of the residents of the city.

Staff Recommendation:

Following any further discussion on the matter, the Planning Commission is invited to make a formal recommendation to the City Council on adoption of the proposed draft amendments to EMC 18.80.080 related to uses and development standards in the Town Center, Commercial, Business Park and Mixed Use Residential zoning districts, and concluding the review directed by Council under Interim Zoning Ordinance 25-0676. A draft recommendation has been prepared by staff, attached herein for consideration.



CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

The Planning Commission voted X-X to recommend that the City Council adopt the proposed draft amendments to EMC 18.80.080 related to uses and development standards in the Town Center, Commercial, Business Park and Mixed Use Residential zoning districts, and concluding the review directed by Council under Interim Zoning Ordinance 25-0676.

RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 8TH DAY OF DECEMBER 2025.

JoAnn Overfield
Planning Commission Chair

Attest by:

Jeremy Metzler, PE
Community Development Director

~~Red-Strikeout~~ = Text Removed

Blue Text = Text Added

Highlighted = Revised After Public Hearing

18.80.080 Town Center, Commercial, Mixed Use Residential and Business Park zoning districts.

A. Applicability. This section establishes development standards for the Town Center, Commercial, Mixed Use Residential and Business Park zoning districts. All standards contained in other chapters of the Edgewood Municipal Code shall apply unless specifically modified by the standards contained in this section. Where a conflict exists between code standards, the specific standards contained in this section shall control.

B. Purpose.

1. The Town Center (TC) zoning district is envisioned as the heart of Edgewood, ~~reflecting a unique a well-~~
designed, pedestrian-friendly community center that embodies Edgewood's distinctive local character and rural roots. Borrowing from traditional town development patterns and forms, the TC is envisioned as the most walkable area of the city, with a mix of multistory and single-story buildings framing the street and other public spaces. The TC zone accommodates a range of compatible uses emphasizing a variety of vertical and horizontal mixed use development, blending pedestrian-oriented retail, multifamily residential, senior housing and civic uses. The TC zone complements local traffic, bicycle, and pedestrian circulation and provides connectivity to public open spaces.

2. The Commercial (C) zoning district accommodates a wide range of commercial development, including large format retail, auto-oriented uses, and regional scale commercial uses. Development standards seek to balance the needs of the pedestrian with those of the automobile and are flexible to accommodate a wide range of uses and forms. This area provides a visual and functional transition to the Town Center and adjacent zones and assures that there is ample area to accommodate potential economic development opportunities. While commercial development is emphasized, this zone also allows mixed-use development that may combine commercial uses with multifamily housing ~~with a mix of uses.~~

3. The Mixed Use Residential (MUR) zoning district accommodates a range of medium density residential housing types to meet consumer preferences, changing household sizes and market demands. A mix of land uses is allowed, including ~~some commercial, uses and professional, office and other uses that are not incompatible due to noise, truck traffic, odors, or design / scale of structures to provide diverse economic development opportunities, while maintaining neighborhood compatibility.~~ This zone provides a visual and functional transition between residential neighborhoods and ~~to~~ areas of more intensive development ~~and adjacent residential neighborhoods.~~ Within the Meridian Corridor, achieving a high level of connectivity with streets, pedestrian and bicycle routes both within this district and to the adjoining TC district is a major goal.

4. The Business Park (BP) zoning district accommodates a wide range of employment and commercial uses, including professional office, senior housing and apartments, light industrial and retail uses, contributing both revenues and jobs to the local economy. Development standards seek to accommodate a wide range of business, while ensuring an urban design that is compatible with adjacent zones. Significant landscaping is emphasized in this zone, both for aesthetic appeal and as a tool to ensure greater compatibility between a wide range of uses. ~~While R-residential uses are generally, except multifamily, is~~ not allowed in the BP zoning district, townhouses and apartments are permissible near the Interurban Trail.

C. Permitted Uses. For permitted uses within the Town Center, Commercial, Mixed Use Residential, and Business Park zoning districts see EMC 18.70.050 Table 1, Land Use Table.

D. Development Standards. This subsection establishes the development standards that apply to the zones described. Please note that the provisions below include both minimum and maximum standards, as well as certain standards, such as height and floor area ratio, that may be modified up to the limits stated herein if certain development intensity bonus options elements (as provided for in Table 2) are included in the proposal.

Table 1: Development Standards

Standards	TC	C	MUR	BP
Maximum Height (without Any Bonus) (1)	45 feet	35 feet	35 feet	35 feet
Maximum Height (with FAR Bonus) (1)	57 feet (minimum 3:1 FAR)	45 feet (minimum 1.5:1 FAR)	35 feet	35 feet
Maximum Residential Net Density—Single-Use Project—(3)(5)(14)	48 D.U./acre	N/A (1)	24 D.U./acre	N/A (1)
Maximum Residential Net Density <u>(1)(3)—If Part of a Mixed-Use Project (2)(4)(5)(14)</u>	Controlled by maximum height, FAR and building code	48 D.U./acre	48 D.U./acre	<u>48 D.U./acre</u> N/A (1)
Minimum Residential Net Density <u>(1)(3)(5)(6)</u>	24 D.U./acre	<u>24 D.U./acre</u> N/A (1)	10 D.U./acre	N/A
Minimum <u>Arterial Roadway</u> Lot Frontage Occupied by a Building (27)	50%	35%	35%	<u>Meridian: 25%</u> <u>Other: None</u>
<u>Minimum Ground Floor Building Frontage along Arterial Roadways containing a Non-Residential Use (excluding access to upper floors) (3)</u>	<u>100%</u>	<u>100%</u>	<u>75%</u>	<u>75%</u>
Minimum Setback to TC, C, MUR or BP Zones (8)	None	None	None (9)	None, except 20-feet for light-industrial
Minimum Setbacks to Zones Other Than TC, C, MUR or BP (10)	25 feet	25 feet	20 feet	25 feet
Maximum Floor Area Ratio (FAR) with Bonus Features (11)	4:1	3:1	2:1 (12)	2:1
Maximum Floor Area Ratio (FAR) without Bonus Features (13)	1:1	0.5:1	0.5:1 (12)	0.5:1
Maximum Hard Surface Area (Including Lot Coverage)	90%	85%	75%	80%
Maximum Effective Impervious Surface <u>(14)</u>	75%	70%	60%	65%

Table 1: Development Standards Exceptions and Notes.

(1) ~~Multifamily use in BP zones requires a CUP and is limited to multifamily as allowed.~~ Residential uses are only allowed in the Town Center and Commercial zones if they are part of mixed use project. Maximum Residential Density for projects in the Mixed Use Residential and Business Park zones without a mixed use is 24 D.U./acre.

(2) ~~To qualify for mixed use bonus, uses must be developed in same project either as vertical or horizontal mixed use. Buildings must be located within five (5) feet of the public right-of-way, or abutting any existing easement that may require a greater distance, to meet the frontage occupied by a building requirement. The total length of frontage shall be measured on a line parallel to the centerline of the subject arterial roadway, excluding the width of any planned intersecting public right-of-way required pursuant to the City's Comprehensive Plan.~~

(3) ~~Residential single use project proposals within the TC, and C zones on combined project areas three acres or larger, shall set back single use residential structures 150 feet from an arterial ROW line. The setback area shall develop, at minimum, 30 percent of the area into retail or office type commercial uses or preserved for future retail or office type commercial uses. The remaining area within the first 150 feet from an arterial ROW may be developed into residential uses. All properties fronting arterial roadways (principal and minor) must develop permissible non-residential uses within 200 feet of along said roadway, and the ratio listed on this row applies to the Minimum Arterial Roadway Lot Frontage Occupied by a~~

Building only. If part of a mixed use project, this must be e ground floor building frontage along said roadway must contain a permissible commercial use, unless otherwise approved by the director to meet the purpose and intent of the underlying zone. All non-residential uses required under this provision shall occupy a minimum depth of the required building as follows: 45 feet for single-story buildings, and 35 feet for multi-story buildings.

(4) Reserved~~Mixed-use development projects demonstrating a mix (30 percent commercial minimum) of residential and commercial within the same design may be located throughout the property and not limited to any portion of any specific property.~~

(5) Reserved~~Vertical mixed-use projects with ground floor commercial space may be constructed as fully residential projects with the requirement that the ground floor must be converted to a commercial use within three years of building occupancy. Notice to title shall be recorded prior to permit issuance if this provision is requested.~~

(6) Reserved~~Minimum density only applies for single-use residential projects.~~

(7) Reserved~~For building lots fronting directly on Meridian the minimum lot frontage occupied by a building in all zones is 35 percent.~~

(8) S~~Greater~~ setbacks may be necessary to accommodate utility easements and/or ~~to accommodate~~ required landscaping.

(9) Setbacks for ~~single-family residential~~ detached dwellings in the MUR zone shall be as follows:

(a) Front yard/street setback: 15 feet.

(b) Garage setback: 20 feet.

(c) Principal arterial ~~and state highway~~ setback: 25 feet.

(d) Rear yard setback: 10 feet.

(e) Interior setback: five feet minimum, or greater if needed to ~~shall~~ meet the minimum fire separation required per the International Fire Code (IFC) as adopted by the city of Edgewood.

(10) Twenty-foot setback required from any public property other than a street. Parks, open space, or stormwater ponds may be reduced or exempt from this requirement as determined by the community development director and public works director. Any reduction or exemption from this requirement must be supported by the City's comprehensive plan and capital improvement plan, as adopted.

(11) See Table 2: Development Intensity Bonus Options necessary to achieve maximum FAR.

(12) FAR does not apply to ~~single-family residential~~ detached dwellings or cottage housing in the MUR zone.

(13) There is no minimum FAR in the TC, C, MUR or BP zones.

(14) Director and city engineer may establish administrative rules for allowing partial credit for pervious paving materials.

The following optional features may be used alone or in combination to increase the allowed height and floor area ratio (FAR) up to the maximum limits identified in Table 1 (subsection (D) of this section). Table 2 below identifies the allowed FAR bonus and any additional requirements pertaining to the described bonus feature.

Table 2: Development Intensity Bonus Options

Bonus Feature	FAR Bonus	Description, Additional Requirements and Limitations
1. Parallel Road Network	1.5	Dedication and construction of those portions of the adopted parallel road network that are within or adjacent to the subject property. Design shall be consistent with the adopted street standards, including, but not limited to, travel lanes, on-street parking, landscaping and sidewalk.
2. Significant Public Plaza or Public Green Space	1.25	Available in the Town Center district only, and at the discretion of the director. Location and design shall be consistent with Town Center and Meridian Avenue Corridor master plan, and, if possible, complementary to any planned public plaza or development. Must be a minimum of five percent of the interior floor area of the development and no less than 1,500 square feet. This bonus must be in addition to any pedestrian-oriented space as required in subsection (F) of this section and EMC 18.95.030 or as required by any underlying land use approval. Plazas and green spaces shall incorporate LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).
3. Through Block Connection or Alley Enhancement	1.0	A pedestrian walkway and accompanying landscaping that shall be at least 15 feet wide and extend along a property line or through a site to allow the public to pass from one street to another street or an alley. The surface shall consist of stone, unit pavers, textured concrete, permeable pavement, or other material approved by the community development director or designee, with pedestrian scale lighting at least every 50 feet. Walkways and landscaping shall incorporate LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).
4. Mixed Use Development	1.0	Ground floor commercial with minimum of 12 feet in height measured from finished floor to finished ceiling and residential uses on upper floors at or above minimum residential density. Note additional required standards for pedestrian-oriented ground floor commercial in No. 8 below shall also apply.
5. Structure Parking, Below Grade	1.0	At least 80 percent of the parking shall be contained within a structure that is below grade.
6. Affordable Housing	1.0	For all new development within the Town Center, total square footage may be increased by two square feet for every one square foot of affordable housing (for a maximum of 1.0 FAR in bonus) provided an affordable housing plan (AHP) is developed and submitted to the director for review and approval. The developer shall commit to implementing the AHP as a part of a signed comprehensive development agreement with the city. This agreement shall be reviewed by a housing consultant or nonprofit group at the expense of the applicant with recommendations made to the director prior to any city commitment to that agreement.
7. Other Public Plaza or Public Green Space	0.75	Location and design shall be consistent with Town Center and Meridian Avenue Corridor master plan and any planned public plaza or development. Must be a minimum of two percent of the interior floor area of the development and no less than 500 square feet. This bonus must be in addition to the minimum pedestrian-oriented space requirement in subsection (F) of this section and EMC 18.95.030. Plazas and green spaces shall incorporate LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).
8. Ground Floor Pedestrian-Oriented Commercial	0.75	Ground floor commercial with minimum of 12 feet in height measured from finished floor to finished ceiling. Buildings shall include windows with clear vision glass on at least 50 percent of the area between two and 12 feet above grade for all ground floor building facades that are visible from an abutting street. Weather protection with a minimum of six feet in depth shall be provided over sidewalks and pedestrian connections on 80 percent of the length of the building frontage. This bonus feature may not be used in conjunction with No. 3 above.
9. Structured Parking, At Grade or Above Grade	0.75	At least 80 percent of the parking shall be contained within a structure. The structure may be part of the building or a separate structure. The structure shall be designed to minimize visibility of the parking area from the street. The street level floor shall be mixed use.
10. LEED Gold Certification (or Better)	0.75	As certified by the USGBC. Applicant is responsible for providing LEED precertification submittal documentation and annotated checklist to the city. City will review documentation at the applicant's expense. If accepted, the city will make this a condition of approval of the subsequent building permit.

Bonus Feature	FAR Bonus	Description, Additional Requirements and Limitations
11. Multi-Modal Pathway	0.5	A pathway for the movement of pedestrians and bicyclists that is consistent with the Town Center and Meridian Avenue Corridor master plan, transportation plan, and city's parks and recreation plan and approved by city staff. Pathways shall incorporate LID to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).
12. Public Meeting Room	0.5	Available in the Town Center district only. A room available to the community for meetings and events. The size shall be a minimum of 500 square feet, with windows on at least one side and shall be directly accessible from the outside or by a controlled lobby that allows public access.
13. LEED Silver Certification	0.5	As certified by the USGBC. Applicant is responsible for providing LEED precertification submittal documentation and annotated checklist to the city. City will review documentation at the applicant's expense. If accepted, the city will make this a condition of approval of the subsequent building permit.
14. Water Feature	0.25	A decorative water feature shall be equivalent to at least one percent of the project's construction cost and shall be directly accessible and visible to the public by being adjacent to a plaza, sidewalk, pathway or through-block connection. Documentation shall be provided of construction value and the cost of the water feature.
15. Exterior Art Element	0.25	Exterior art element shall be equivalent to at least one percent of the total value of the project's construction cost. Such elements include but are not limited to sculptures, bas-reliefs, metalwork and murals. Documentation shall be provided of the construction value and the value of the art as appraised by an art appraiser. Art elements shall be visible to the public at all times and will be reviewed and approved by an arts body designated by the city.

E. Design Standards.

1. Site and Building Design. Site and building design standards shall be required for all development as set forth in Chapter 18.95 EMC. Where the standards in Chapter 18.95 EMC conflict with the standards in this section, the development standards contained in this section shall control.

2. Street Design. Location, design and configuration of all streets shall be in accordance with the adopted street standards contained in EMC Title 12, Streets, Sidewalks and Public Places.

F. Open Space Requirements.

1. Applicability. New development within the Town Center (TC), Business Park (BP), Commercial (C), and Mixed Use Residential (MUR) zoning districts shall be required to meet the open space requirements in this subsection.

2. Numeric Standards. All new development shall provide accessible public space equivalent to one and one-half percent of the gross floor area of all structures. The design and location of public spaces shall consider the design and location of public spaces on adjacent properties and if feasible shall be oriented and connected to those spaces pursuant to the concepts presented in the Town Center and Meridian Corridor master plan.

3. If it can be demonstrated by the applicant to the satisfaction of the director that a required public space is adjacent to, integrated with and can be accessed from a public space on an adjoining property, this requirement may be reduced to one percent of gross floor area.

4. All required public spaces shall be oriented towards, and have direct connections (both physical and visual) to, a public street.

5. Where public spaces are integrated into new development, or where new development abuts an existing or planned public plaza, the primary building entrance shall be oriented towards or connected to that plaza.

G. Landscaping.

1. Applicability. The requirements of EMC 18.90.090 shall apply to the TC, C, MUR and BP zones, except as provided in this subsection. Please also see Chapter 18.95 EMC for applicable design standards. Where

landscape regulations in this section conflict with the provisions in EMC 18.90.090 or Chapter 18.95 EMC, the regulations in this subsection shall control. Please note: Where this section is silent on a specific requirement, such as irrigation requirements or minimum standards for plantings, the standards contained in EMC 18.90.090 and 18.95.050 shall apply. The standards contained in EMC 18.90.090(G) (Landscaping Types) are specifically modified by this subsection and the standards contained in EMC 18.90.090(H) (Landscaping Regulations by Zoning Districts) do not apply to TC, C, MUR and BP zones.

2. Street Frontages. In addition to landscape standards contained below, five percent of the total area between the building facade and the curb shall be landscaped. Within the BP zoning district 10 percent of the total area between the building facade and curb shall be landscaped. This shall be in addition to street trees and landscaping provided in public spaces and parking lots that are required in other subsections.

a. Required landscaping may be planted within planting areas surrounding trees, in raised planters, and on vegetative walls mounted to the ground-level building facade. Landscaping shall incorporate LID systems to the maximum extent feasible (per Minimum Requirement No. 5 of the PCM).

b. Where a building or portion of a building is located more than 10 feet from a public sidewalk or usable public space, all area between the building and the public sidewalk that is not used for vehicle or pedestrian access, circulation, parking or seating shall be landscaped.

c. Potted landscape material may be substituted for required landscaping in areas designed for outdoor eating with the approval of the department.

3. Public Spaces. A minimum of 15 percent of the total area of a public space, such as a courtyard or plaza, shall be landscaped.

4. Surface Parking Areas. Surface parking areas shall be landscaped as set forth in EMC 18.90.090.

5. Street Frontages. Street frontage design and landscaping shall be provided as contained in Chapter 18.95 EMC and EMC Title 12, Streets, Sidewalks and Public Places.

6. Landscape Buffers – Standards and When Required.

a. Development in the TC, C and MUR zoning districts shall provide a minimum 20-foot Type IV landscape buffer where they abut Single-Family zoning districts or 15 feet of Type I landscaping where they abut Mixed Residential or Public zoning districts. The director may waive or modify this requirement for pedestrian-oriented development adjacent to the Public zoning district where consistent with the purpose of this section.

b. Development in the BP zoning district shall provide a minimum 25-foot Type IV landscape buffer where it abuts Single-Family or Public zoning districts. In addition, 15 feet of Type I landscaping shall be provided between adjacent BP zoned properties.

c. Commercial or light industrial development in the C and MUR zoning districts shall provide a minimum 10-foot-wide Type I landscape buffer adjacent to the TC zoning district. The director may waive this requirement for pedestrian-oriented commercial development that includes a minimum of 50 percent of the lot frontage occupied by a building. Landscaping for surface parking areas shall still apply.

d. A minimum of a 10-foot Type I landscape buffer shall be provided between more intensive zones and the MUR, and along abutting properties in the MUR district. The director may waive or modify this requirement for pedestrian-oriented commercial development that includes a minimum of 50 percent of the lot frontage occupied by a building or for abutting residential development in the MUR zone in common ownership. Required landscaping for surface parking areas is required in accordance with EMC 18.90.090 and Chapter 18.95 EMC.

7. Special Landscaping in the Business Park (BP) Zone. In order to achieve the urban design intent and provide an environment suitable to a wide range of employment uses, a minimum of 20 percent of the total site area in the BP zone shall be landscaped.

8. Tree Preservation and Protection Standards.

a. Significant tree identification and preservation and/or replacement shall be required as set forth in EMC 18.90.180, Tree preservation. Mixed-use development shall be considered commercial development for the purposes of the tree preservation.

b. The director shall have the authority to reduce the required tree replacement ratio where such requirement would conflict with the urban design intent of this section and applicable design provisions of Chapter 18.95 EMC.

c. If the standards contained in Chapter 18.95 EMC are modified, the director shall at a minimum ensure that representative native vegetation is retained or replanted totaling at least five percent of the site area and that such landscaping is provided in excess of the requirements contained in this section.

H. Parking, Access and Circulation.

1. Applicability. Parking facilities and access drives shall be designed in accordance with EMC 18.90.130, except as provided below.

a. Where a conflict exists between the standards contained in EMC 18.90.130 and the standards contained in this section, the standards contained in this section shall control.

b. If this subsection does not specify a parking requirement for a land use, the director shall establish the minimum requirement based on a study of anticipated demand as provided in EMC 18.90.130(C)(8).

2. Purpose. The purpose of this subsection is to provide adequate parking for all allowed uses; to reduce demand for parking by encouraging alternative transportation such as rideshare, public transit, bikes and pedestrian mobility; to promote a “park once and walk” strategy and to ensure the location and design of parking facilities is consistent with urban design and economic development goals.

3. Parking Location.

a. Site design, including parking lot and building location, shall comply with the minimum lot frontage requirements in subsection (D) of this section.

b. A parking lot shall not be located on a corner where two streets intersect.

c. Within the TC zone, a parking lot shall not be located between the principal building and the street, adjacent to a park or open space or at a street terminus.

d. Within the TC zone, parking structures shall contain ground level commercial uses.

e. Within the C, MUR and BP zones, parking structures that front on a street that are not part of a residential or mixed use building shall contain ground level commercial uses.

4. Parking Facility Design and Integration. It is the city’s intent to encourage the integration and connection of parking facilities, including shared parking and physical connections between parking facilities in adjoining developments. Applicants shall demonstrate how they meet this objective, including shared parking, or document why it is not feasible to do so. Please see Chapter 18.95 EMC, Design Standards, for additional urban design requirements for parking facilities.

5. Minimum Parking Requirements. Except as provided in subsection (H)(9) of this section, off-street parking areas shall contain the minimum number of parking spaces as stipulated in EMC 18.90.130(G). Please note that maximum parking requirements as contained in subsection (H)(10) of this section also apply.

6. Loading Areas. Please see EMC 18.90.130(D).

7. Disabled Parking. Please see Chapter 19.27 RCW, State Building Code, and Chapter 70.92 RCW, Public Buildings – Provisions for Aged and Disabled.

8. Bike Parking. In any development required to provide six or more parking spaces, bicycle parking shall be provided. Bicycle parking shall be bike rack or locker-type facilities unless otherwise specified.

a. One bicycle parking space shall be provided for every 12 motor vehicle parking spaces, except as follows:

i. The director may reduce bike rack parking facilities for patrons when it is demonstrated that bicycle activity will not occur at that location.

ii. The director may require additional spaces when it is determined that the use or its location will generate a high volume of bicycle activity. Such a determination shall include but not be limited to the following uses: park, library, museum, school, sports club or retail business located along a developed trail or designated bicycle route.

b. Bicycle parking shall be located within 100 feet of the principal building and directly adjacent to a sidewalk or pedestrian walkway that connects directly to building entrance(s).

c. Bicycle frame or wheels to be locked to a structure attached to the pavement.

d. All bicycle parking and storage shall be located in safe, visible areas that do not impede traffic flow and shall be well lit for nighttime use.

e. When more than 15 people are employed on site, bicycle storage facilities for employees shall be provided. The director shall allocate the required number of parking spaces between bike rack parking and enclosed locker-type facilities.

f. One secured bicycle storage space shall be provided for every two dwelling units in attached single-family and multifamily units, unless individual garages are provided for every unit. The director may reduce the number of bike rack parking spaces if indoor storage facilities are available to all residents.

9. Parking Reductions. The amount of off-street parking required by subsection (H)(5) of this section may be reduced by an amount determined by the director pursuant to the provisions below.

a. Car Share Parking. Required parking for multifamily residential developments (or the residential portion of mixed use developments) containing more than 30 units may be reduced by three spaces for each one dedicated car share space. A signed agreement between the property owner and car share provider must be submitted for approval of the parking reduction.

b. Shared-Use Parking. Developments may receive a reduction in required parking of up to 20 percent of the minimum parking requirements, provided:

i. The total parking area exceeds 5,000 square feet;

ii. The parking facilities are designed and developed as a single on-site common parking facility, or as a system of on-site and off-site facilities, if all facilities are connected with improved pedestrian facilities and no building or use involved is more than 800 feet from the most remote shared facility;

iii. The total number of parking spaces in the common parking facility is not less than the minimum required spaces for any single use;

iv. The director may increase the reduction where compelling evidence is provided in a parking study submitted by the applicant that the proposed reduction is warranted. See criteria in EMC 18.90.130;

v. A covenant or other contract for shared parking between the cooperating property owners is approved by the director. This covenant or contract must be recorded with the Pierce County auditor's

office as a deed restriction on both properties and cannot be modified or revoked without the consent of the director; and

vi. If any requirements for shared parking are violated, the affected property owners must provide a remedy satisfactory to the director or provide the full amount of required off-street parking for each use, in accordance with the requirements of this chapter, unless a satisfactory alternative remedy is approved by the director.

c. Transit Availability. The director may reduce the number of required off-street parking spaces when one or more scheduled transit routes provide service within 750 feet of the site. The amount of the reduction shall be based on the number of scheduled transit runs between 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. each weekday up to a maximum reduction of two percent for each transit run up to a maximum of 20 percent.

10. Maximum Parking Requirements. Please see EMC 18.90.130(G).

11. Transit Facilities. All development shall provide transit facilities as provided in EMC 18.90.130(E)(2).

12. Parking Stall and Aisle Design and Access. Please see EMC 18.90.130(C)(5).



CITY OF EDGEWOOD STAFF REPORT PLANNING COMMISSION AGENDA ITEM

Date: December 8, 2025

Title: Public Works Standards and Code Updates – Recommendation

Attachments: Draft Planning Commission Recommendation
Attachment A – DRAFT Public Works Standards and Appendices
Attachment B – DRAFT Public Works Detail Drawings
Attachment C – DRAFT New EMC Chapter 12.02
Attachment D – DRAFT New EMC Chapter 12.05
Attachment E – DRAFT Redlined EMC Chapter 12.12
Attachment F – DRAFT Redlined EMC Chapter 13.05

Submitted By: Jeremy Metzler, PE – Community Development Director

Background Information:

Staff has been working to develop local Public Works Standards with the Planning Commission (PC) since early 2021, summarized as follows:

- [February 8, 2021](#): Review of Edgewood Municipal Code (EMC) and Pierce County Code (PCC) for consistency with Comprehensive Plan Goals and Policies, determination to adopt local standards
- [March 8, 2021](#): Direction to remove the exemption for two (2) lot short plats, establish a “Fee-in-lieu-of” sidewalk construction program, and explore all opportunities to simplify requirements. Also identifying specific elements to address in Standard Drawings and Details.
- [April 12, 2021](#): Discussion regarding specific roadway / streetscape elements and formal recommendation on street lighting standards.
- [June 13, 2022](#): Confirming continued interest in a “Fee-in-lieu-of” sidewalk construction program and discussion about overhead-to-underground utility conversion.

While staff continued work with the city’s consultant to prepare draft documents following these meetings with the PC, there has been very little work performed on this since 2023 for several reasons, including but not limited to the need to focus on the General Sewer Plan and Comprehensive Plan Updates.

Staff currently must cross-reference EMC with the standards and processes contained in PCC, adopted by reference. The intent of the proposed code amendments is to incorporate design requirements and permit processes into EMC, adopting a new Public Works Standards document with localized Detail Drawings. These draft documents incorporate several of the recommendations of the PC made since 2021, including when frontage improvements are required, specific roadway / streetscape design elements, street lighting standards, and requirements for overhead-to-underground utility conversion. Please note that a “Fee-in-lieu-of” sidewalk construction program has not been incorporated into these

draft documents, but staff will continue to work on a policy to enable such a program as time and resources allow.

Finally, staff has worked with the PC since the adoption of the 2024 Comprehensive Plan Periodic Update to implement new goals and policies by updating the sanitary sewer code, EMC Title 11, with a formal recommendation by the PC to the City Council in August 2025. Since then, staff coordinated technical review of that draft code with each receiving jurisdiction, and there has been consistent support for moving the design requirements into the Draft Public Works Standards document. The attached Draft Public Works Standards also include that information, and any redundancies will be removed from the draft sanitary sewer code prior to further consideration by the City Council.

Staff issued a SEPA Determination of Nonsignificance (DNS) on October 24, 2025, with the SEPA public comment period ending with a public hearing at the November 10, 2025 PC Meeting. One comment was received from Pierce Transit relating to transit improvement standards, and staff are working to include this technical detail request into the City's standards prior to adoption by the City Council. No other comments were received, and the SEPA determination was not appealed.

Tentative Schedule:

October 13, 2025 – Planning Commission Introduction (COMPLETE)

October 26, 2025 – SEPA Issuance and Comment Period (COMPLETE)

November 10, 2025 – Planning Commission Public Hearing (COMPLETE)

December 8, 2025 – Planning Commission Recommendation

January 20, 2026 – City Council Study Session Introduction

January 27, 2026 – City Council Regular Meeting and Potential Action

Current Discussion:

Following last month's public hearing and discussion, staff has finalized the attached draft amendments for final review and consideration by the Planning Commission.

Analysis:

Per EMC 18.60.020, the Planning Commission has the authority to review and make recommendations on proposed amendments to city regulations concerning land use and development. Staff have reviewed the criteria under EMC 18.60.220(A) and offers the following analysis:

1. Whether the proposed amendment(s) conform to the Growth Management Act (Chapter [36.70A](#) RCW). Response: The proposed amendments conform with the Growth Management Act requirements for public works design and constructions standards.
2. Whether the proposed amendment(s) are consistent with and implement the city's comprehensive plan, including the goals, policies and implementation strategies of the various elements of the plan. Response: The proposed amendments are consistent with and implement the city's comprehensive plan goals and policies.

3. Whether circumstances related to the proposed amendment(s) and/or the area in which it is located have substantially changed since the adoption of the city's comprehensive plan.
Response: The proposed amendments address existing gaps and deficiencies, establishing local standards and processes in lieu of adopting other agency regulations by reference, consistent with the 2024 Comprehensive Plan's Goals and Policies.
4. Whether the assumptions upon which the city's comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the adoption process or any annual amendments of the city's comprehensive plan. Response: The proposed amendments address existing gaps and deficiencies, establishing local standards and processes in lieu of adopting other agency regulations by reference, consistent with the 2024 Comprehensive Plan's Goals and Policies.
5. Whether the proposed amendment(s) reflects current, widely held values of the residents of the city. Response: The proposed amendments reflect the current and widely held values of the residents of the city.

Staff Recommendation:

Following any further discussion on the matter, the Planning Commission is invited to make a formal recommendation to the City Council on adoption of the proposed draft Public Works Standards and associated amendments to EMC Titles 12 and 13. A draft recommendation has been prepared by staff, attached herein for consideration.



CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION

The Planning Commission voted X-X to recommend that the City Council adopt the proposed draft Public Works Standards and associated amendments to EMC Titles 12 and 13.

RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 8TH DAY OF DECEMBER 2025.

JoAnn Overfield
Planning Commission Chair

Attest by:

Jeremy Metzler, PE
Community Development Director



PUBLIC WORKS STANDARDS

DRAFT NOVEMBER 2025



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Appendix D	Engineer's Estimate Templates Post-Construction Financial Guarantee Forms (Maintenance)
Appendix E	Final Cost Data, Inventory Forms, and Bill of Sale Form
Appendix F	Edgewood Standard Notes and Details

ACRONYMS

Please see EMC 13.05.020, EMC 18.20 and the Pierce County Stormwater Management and Site Development Manual (PCM) for additional terms not listed below

AASHTO	American Association of State Highway and Transportation Officials
AADT	Annual Average Daily Traffic
ADA	Americans with Disabilities Act
ADT	average daily traffic
APWA	American Public Works Association
BMPs	Best Management Practices
DCDA	double check detector assembly
DCVA	double check valve (backflow prevention) assembly
DI	ductile iron
DNR	Department of Natural Resources
DOE	Washington State Department of Ecology
EMC	Edgewood Municipal Code
ESD	entering sight distance
FOG	Fats, Oils, and Grease
FHWA	Federal Highway Administration
FPS	feet per second
GSP	General Special Provision
HDPE	high density polyethylene
HPA	Hydraulic Project Approval
ID	inside diameter
IE	invert elevation
ITE	Institute of Transportation Engineers
LAG	<i>WSDOT Local Agency Guidelines</i>
LID	Low Impact Development
LOS	Level-of-service
MJ	mechanical joint
MPH	Miles Per Hour
MUTCD	<i>Manual on Uniform Traffic Control Devices</i>
NAD	North American Datum
NGVD	national geodetic vertical datum
NST	National Standard Thread
PC	point of curvature
PHD	Peak Hour Demand
psi	pounds per square inch
PT	point of tangency
PVC	polyvinyl chloride
RCW	Revised Code of Washington
RPBA	reduced pressure principal backflow prevention assembly
RPDA	reduced pressure principal detector backflow prevention assembly
SDR	standard dimension ratio

SSD	Stopping Sight Distance
TDH	total dynamic head
TESC	Temporary Erosion and Sedimentation Control
TMDL	Total Maximum Daily Load
TWLTL	Two-Way Left-turn Lane
WB	wheelbase
WSDOH	Washington State Department of Health
WSDOT	Washington State Department of Transportation

GLOSSARY OF TERMS

Please see EMC 13.05.020, EMC 18.20 and the Pierce County Stormwater Management and Site Development Manual (PCM) for additional terms not listed below

AASHTO Green Book – A Policy on Geometric Design of Highways and Streets.

Access Improvement – Any improvement which is required to provide access to a proposed development.

Access Plan – A site plan that identifies the location of any proposed access improvement(s), prepared in accordance with these standards.

As-Built Drawings – The plan set that is certified to contain a true and accurate representation of the actual field conditions for the project, based upon topographic and/or planimetric survey, upon completion of construction.

Average Daily Traffic (ADT) – The general unit of measure for traffic defined as the total volume during a given time period (in whole days), greater than one day and less than 1 year, divided by the number of days in that time period.

Breakaway Design – A structure or installation that has been crash tested in accordance with National Cooperative Highway Research Program (NCHRP) procedures. (NCHRP 230).

Buffer – The space between the edge of the pavement, or the back of the curb where curbing exists, and the sidewalk.

Capacity – For the Traveled Way, this is the maximum number of vehicles that have a reasonable expectation of passing over a given roadway or section of roadway during a given time period under prevailing roadway and traffic conditions. Otherwise, this is the recommended maximum quantity or rate for a public works infrastructure component, such as a pipe, swale, trail, sidewalk.

Centerline – The line, marked or unmarked, parallel to and equidistant from the sides of a two-way traffic roadway except where otherwise indicated by painted lines or markers.

Channelization – The separation or regulation of conflicting traffic movements into definite paths of travel by the use of pavement markings, raised islands or other suitable means to facilitate the safe and orderly movement of both vehicles and pedestrians.

City Engineer – The City Engineer of the City of Edgewood. All references in these Standards regarding approvals or actions by the City Engineer shall also include any person so designated by the City Engineer to perform the same.

Clear Zone – The clear zone is that area starting at the edge of the traveled lane that is available for safe use by errant vehicles. The available clear zone is the distance, measured normal to the roadway beginning at the edge of the traveled lane to the closest part of any fixed object or non-traversable obstacles.

Connectivity – The density of connections in path or road network and the directness of links and includes a system of streets with multiple routes and connections serving the same origins and destinations. Connectivity can apply both internally (streets within that area) and externally (connections with arterials and other neighborhoods).

Cul-de-sac – Road having one end open to traffic and ending with a vehicle turnaround, either permanent or temporary.

Design Speed – A speed determined for design and correlation of the physical and geometric features of a roadway that influence vehicle operation; the maximum safe speed maintainable over a specified section of road when conditions permit design features to govern. For the purposes of these standards, when design records are not available, the design speed is assumed to be five (5) MPH greater than the posted speed limit.

Driving Surface – That portion of a road, parking lot, driveway, driveway approach, or other driving surface that is used for the movement of vehicles.

Driveway Approach – A vehicle driving surface that provides a transition between a road and a driveway, to be maintained by the owner of the property(ies) being served by said driveway.

Engineer of Record – The engineer responsible for the preparation of plans and specifications, used to obtain a permit from the City, as identified by his/her signed professional seal affixed to the same.

Entering Sight Distance – The sight distance required for a vehicle at a stopped position, when situated on the minor road or driveway approach, to view an oncoming vehicle traveling at the design speed on the major road and appearing after the movement has begun, to enter or cross the major road without causing the oncoming vehicle to brake or otherwise reduce their speed.

Geometrics – The arrangement of visible elements of a road such as alignment, grade, site distance, widths, and slope.

Grade – Rate or percent of slope, either ascending or descending from or along the roadway. It is typically measured along the centerline of the roadway.

Island – A defined area between traffic lanes for control of vehicle movements and/or for pedestrian refuge.

Low Volume Road – A collector or lower classified road with an ADT of less than 400.

Median – That portion of a divided roadway separating the traveled ways for traffic in opposite directions.

New Construction – Construction of a new roadway or structure on substantially new alignment, or the upgrading of an existing roadway or structure by the addition of one or more through traffic lanes.

Passing Sight Distance – The minimum sight distance required for the driver of one vehicle to pass another vehicle in accordance with the AASHTO Green Book.

Posted Speed – The speed limit actually signed along the roadway.

Private Road – A roadway facility in private ownership providing private access and used for travel of vehicles by the owner(s) or those having express or implied permission from the owner(s), but not by other persons.

Proponent – Any person, firm, partnership, association, joint venture or corporation or any other entity who undertakes or proposes to undertake the construction, reconstruction, rehabilitation, or other improvement of a public or private road.

Reconstruction – A reconstruction project that involves major construction activity in excess of resurfacing, restoration, and rehabilitation of existing roadways. Reconstruction includes significant changes in cross-section and/or vertical or horizontal alignment. Reconstruction may require acquisition of additional right-of-way, and may include all items or work usually associated with new construction.

Record Drawings – The plan set that is certified to contain a true and accurate representation of the actual field conditions for the project, containing data derived from topographic and/or planimetric survey, for use during construction.

Rehabilitation – Similar to “Restoration” except the work may include reworking or strengthening the base or subbase, recycling or reworking existing materials to improve their structural integrity, adding underdrains, improving or widening shoulders. Rehabilitation may include acquisition of additional right-of-way.

Restoration – Work performed on pavement or bridge decks to render them suitable for resurfacing. This may include supplementing the existing roadway by increasing surfacing and paving courses to provide structural capability and widening up to a total of 10 feet. Restoration will generally be performed within the existing right-of-way.

Resurfacing – The addition of a layer or layers of paving material to provide additional structural integrity, improved serviceability, and rideability.

Road/Roadway – “Road” or “roadway” means an open private or public way for the passage of motor vehicles and other modes of transportation, including but not limited to, ~~that where appropriate, may include~~ pedestrians, ~~equestrian~~, and bicycles ~~facilities~~. Elements of a road/roadway typically include, but are not limited to; traveled way,

sidewalks, curbing, pathways, walkways, shoulders, ditches, ~~culverts, conveyance piping,~~ retaining walls, and utilities~~slopes necessary for structural stability.~~

Road Plans – A set of construction drawings and related documents that completely describe the work to be accomplished, along with all needed supporting documents, maps, calculations, graphs, etc., prepared by a professional civil engineer licensed in the State of Washington.

Single-Family Residential Lot – a single parcel of land with one housing structure, and appurtenant buildings, used to house one family.

Special Provisions – Specifications, specific to a particular project, that supplement the Standard Specifications.

Standard Specifications – The most current edition of the “*Standard Specifications for Road, Bridge, and Municipal Construction*” published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association.

Stopping Sight Distance – The length of roadway ahead visible to the driver that would enable the vehicle traveling at the design speed to stop before reaching a stationary object in its path.

Surveyor – A professional land surveyor licensed by the State of Washington.

Traveled Way – That portion of the roadway used exclusively for the movement of motor vehicles, except for any~~exclusive of the~~ portion ~~of the roadway width~~ which may ~~be~~is used,~~or available~~ for parking~~of vehicles.~~

CHAPTER 1

GENERAL CONDITIONS AND REQUIREMENTS

1.1 GENERAL

These are general conditions and requirements for all permitted improvements or extensions of infrastructure located within the City of Edgewood, be it public or private.

The City hereby adopts the Edgewood Public Works Standards and all codes, standards, and provisions cited therein by **Ordinance XXXX effective on XX, 2026**. The City of Edgewood Public Works Standards may be amended or modified by the Public Works Director to accommodate non-policy related standards. Amendments or modification to policy related standards will be reviewed and adopted by the City Council on an as-needed basis.

1.2 SCOPE OF WORK

1.2.1 GENERAL

The requirements outlined in the WSDOT Standard Specification Section 1-04 apply in this section, except that for all public infrastructure the term “Engineer” shall be replaced by “City Engineer”, and for all private infrastructure the term “Engineer” shall be replaced by “Engineer of Record”.

1.2.2 RESPONSIBILITY OF OWNER/DEVELOPER/CONTRACTOR

The terms “Owner,” “Developer,” “Contractor,” and “Permittee” are used repeatedly throughout these Public Works Standards and WSDOT Standard Specifications. When used, said terms are meant to reference the individual or organization responsible for completing the work as specified, and therefore said terms should be considered interchangeable depending on context to meet the intent of the language therein.

The Developer is responsible for completing all work and improvements in full compliance with the approved plans and specifications, including the current edition of WSDOT Standard Specifications and these Public Works Standards. The Developer shall furnish all labor, materials, tools, equipment, transportation, necessary supplies, and incidentals required to complete all items as documented by said plans and specifications. Any deviation from these requirements must be approved in writing by the City Engineer.

The Developer shall be responsible for all engineering design, studies, submittals, permits, etc., necessary to obtain City Engineer approval of construction plans and necessary permit(s) prior to the start of construction.

1.2.3 ADDITIONAL INSTRUCTIONS OR CHANGES

If contract documents are not sufficiently clear to permit the Developer to proceed with the work, the Developer shall, either upon his/her own initiative or upon the request from the Public Works Department, furnish additional plans from the Engineer of Record as may be necessary to complete the work. When such request is made, the changes must be reviewed and approved by the City Engineer before construction of the work.

Such additional instructions and plans shall be consistent with the contract documents and, once approved by the City Engineer, shall have the same force and effect as if contained in the original contract documents.

1.3 CONTROL OF WORK

1.3.1 GENERAL

The requirements outlined in WSDOT Standard Specification Section 1-05 apply in this section, except that “Engineer” shall be replaced by “City Engineer” for all work.

1.3.2 AUTHORITY OF THE PUBLIC WORKS DEPARTMENT

It is understood and agreed by and between the parties that the work included in the approved plans shall be completed to the satisfaction of the City Engineer. All decisions made by the City Engineer in relation to the true meaning of the plans, specifications, and estimates, and as to all questions arising as to proper performance of the work, shall be final.

The City Engineer shall decide any and all questions that may arise as to the quality or acceptability of materials furnished and work performed, and as to the rate of progress of the work. Questions concerning acceptable fulfillment and performance of the improvements on the part of the Developer shall be answered by the City Engineer.

1.3.3 COOPERATION BY CONTRACTOR/DEVELOPER

A physical set of approved plans, specifications, permits, and any special provisions and authorized alterations shall be on the job site at all times. The Developer or his/her duly authorized representative shall be at the job site continually during progress of the job. The Developer shall request explanations or design clarification as necessary from the Engineer of Record to allow the satisfactory performance and completion of the work. The Developer shall not cause any unnecessary delay or hindrance to other contractors on adjacent work, but shall be required to cooperate with other contractors to the fullest extent.

1.3.4 CONFORMITY WITH PLANS AND SPECIFICATIONS

The City Engineer shall have final say in all deviations from the plans prior to implementation.

The work shall be done in strict conformity with the approved plans and specifications and according to such necessary instructions as may be given by the City Engineer. The Contractor shall protect and preserve, in the original position, all survey stakes, points, or marks set for the work in order to allow proper inspection.

Any change required to the approved plans shall be prepared by the Engineer of Record and submitted to the City Engineer for review and approval. Work not in conformance with the approved plans shall be removed and installed per Plan as required by and to the satisfaction of the City Engineer.

1.3.5 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

The City Engineer may condemn defective work or materials any time before the final acceptance of the work. Such condemned work shall be immediately removed or disposed of to the satisfaction of the City Engineer. Failure or neglect on the part of the Public Works Department to condemn unsatisfactory material or reject inferior workmanship will in no way release the Developer from needing to complete the work per the approved plans, nor shall it be construed to mean the acceptance of such work. With regard to public infrastructure, final acceptance shall not bar the City from recovering damages in case of fraud or defective work resulting from dishonesty, poor workmanship or materials.

The City will not accept unauthorized or defective work, including but not limited to, work and materials that do not conform to these Public Works Standards. For public infrastructure, the City will not accept work done beyond/outside the approved plans or project scope, or extra work or materials furnished, without written approval from the City Engineer. The Contractor shall be responsible for all monies, materials, labor, and equipment required to remove and/or repair defective or unauthorized work to the satisfaction of the City Engineer.

1.3.6 PROTECTION OF PUBLIC AND PRIVATE UTILITIES

The Contractor shall be responsible for locating all existing underground utilities and protecting the same against damage. The Contractor shall support and protect all pipes, curbs, conduits, poles, wires, or other apparatus, which may be in any way affected by the work. Existing public or private utilities damaged during completion of the work shall be repaired by the Contractor prior to final project acceptance by the City. The Contractor shall be responsible for repairing all damaged utilities to the satisfaction of the Public Works Department.

For public infrastructure, the City is authorized to hire an outside contractor to complete the repairs, or complete the repairs itself, if the Contractor is unqualified or unable to complete the required work in a timely manner. The Contractor shall be responsible for all costs required to complete such repairs.

1.3.7 DAMAGE TO OTHER PROPERTY AND IMPROVEMENTS

The Contractor shall be responsible for the protection of any public and/or private property in the vicinity of the project site. The Contractor's work shall be confined to the clearing limits established on the approved plans and within any necessary off-site easements for which plans and specifications have been approved and permits issued. The Contractor shall not enter upon or place any materials on any premises outside the approved project site without the written consent of the property owner.

For City-initiated public infrastructure (capital) projects, the Developer shall hold the City harmless from all suits and actions of any kind that might result from the use of private property, as detailed in the contract documents. The Developer is responsible for obtaining any/and all necessary permits when using private property.

1.3.8 HOLD HARMLESS CLAUSE

As a condition of permit issuance for any work in the public right-of-way or on public property, the Developer shall indemnify and hold harmless the City and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, and shall defend and pay the expense of defending any suit and will pay any judgment, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission or by any other action giving rise to strict liability of the Developer, Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees, by any employee of the Developer, Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for those acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or under workman's compensation acts, disability benefit acts, or other employee's benefit acts.

1.3.9 DEVELOPER'S CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

In addition to any required bonds, all permittees or their contractors shall be required to perform the following before any work in the public right-of-way or on public property:

1. Present the City with a Certificate of Insurance. The Certificate shall be received by the City prior to permit issuance.
2. Submit a copy of the CG 20 12 endorsement naming the City of Edgewood, its officers, and employees as additionally insured. The site

address and the Permit Number shall be included in the description stated on the endorsement.

3. Maintain a Commercial General Liability insurance policy for the duration of the permit written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit. Applicant shall not reduce or cancel the policy without thirty (30) days written notice to the City.

1.3.10 GUARANTEES

All required performance guarantees shall be in place prior to the start of construction. Private Developers or Contractors completing work within the City of Edgewood shall be prepared to satisfy the following bond requirements:

- Payment Bond (Capital Improvements)
- Performance Bond (Capital and Developer Improvements)
- Maintenance Bond (Capital and Developer Improvements)

Sample financial guarantee forms can be found in Appendices C and D.

1.3.11 STORMWATER MAINTENANCE AGREEMENT

1.3.11.1 Public Stormwater Control Facilities

Stormwater control facilities constructed by a Developer with the intent of conveying the facility to the City are considered Public Stormwater Control Facilities. Developers of Public Stormwater Control Facilities shall be required to operate and maintain said facility for a period of 2 years after Final Project Acceptance. Developer shall enter into an Agreement to Maintain Stormwater Facilities – Two (2) Year Warranty Period and Satisfactory Maintenance (see Appendix B) prior to final inspection and acceptance of the facility. This agreement shall be retained by the City and terminated following the satisfactory completion of the two (2) year warranty period.

1.3.11.2 Private Stormwater Control Facilities

Stormwater control facilities constructed by a Developer that will be owned, operated, and maintained by the owner of the property serviced by said facility are considered Private Stormwater Control Facilities. Developer shall enter into an Agreement to Maintain Stormwater Facilities and to implement a Pollution Source Control Plan (Appendix B) prior to final inspection and acceptance of the facility. This agreement shall be recorded with Pierce County and shall be attached to and run with the property serviced by the Private Stormwater Control Facility for perpetuity.

1.3.12 FINAL INSPECTION

The City has the right to conduct inspections to determine whether acceptable construction practices are followed. The inspection process does not make the City

responsible for any failures to follow these specifications. The Developer shall be responsible for conformance with the approved plans and all applicable federal, state, county, and City requirements.

The Developer shall notify the Public Works Department upon completion of the work and shall certify that all construction items have been completed per the approved plans and are ready for final inspection. There may be a re-inspection required, including payment of the required fee, if the Inspector finds that all items have not been completed.

The City Engineer may at any time require the Developer to submit properly authenticated documents or other satisfactory proof of his/her compliance with the contract requirements. If the examination of the above-mentioned documents reveals any defects in the work, such defects will be repaired or replaced by the Developer as stipulated by the City Engineer before final acceptance. The cost of all such repairs and replacements shall be borne by the Developer.

1.3.13 FINAL ACCEPTANCE

Project improvements shall be considered ready for acceptance following the correction of any and all defects as noted on the final inspection.

Final acceptance of improvements requires the following:

- Record Drawings: Record Drawings reflecting actual constructed improvements shall be submitted to the City Engineer for review and approval. See Appendix A for specific requirements on Record Drawing procedures and documentation.
- Utility Easements: The Developer shall prepare utility easements as per the contract documents or required by the City Engineer to allow for access to the site for utility inspection, maintenance, and repair. This includes any easements needed by other utility purveyors – the City Engineer will verify their acceptance prior to the City’s final acceptance. Developer shall follow the procedure outlined below to facilitate recording of easements:
 - Developer shall submit easement legal description(s) and exhibit(s) to the City Engineer for review and approval.
 - Following approval, the City Engineer will complete the pertinent easement form(s), attach the legal description(s) and exhibit(s) to said form, and route package back to Developer for signature(s).
 - Developer will sign the easement form and route package back to the City Engineer for City signature(s). City will record the easement(s) with Pierce County.

- Right-of-Way Acquisition (private development): The Developer shall submit Quit Claim Deed(s) and Real Estate Excise Tax Affidavit(s) as required for right-of-way acquisitions not associated with a new subdivision. Developer shall follow the procedure outlined below to facilitate recording:
 - Developer shall submit right-of-way legal description(s) and exhibit(s) with Real Estate Excise Tax Affidavit(s) to the City Engineer for review and approval.
 - Following approval, the City Engineer will prepare the appropriate Deed form(s), complete the Real Estate Excise Tax Affidavit(s), attach the legal description(s) and exhibit(s) to said forms, and route the package back to Developer for signature(s).
 - Developer will sign the Deed(s) and Real Estate Excise Tax Affidavit(s) and route package back to the City Engineer for signature(s). City will record the Deed(s) with Pierce County.
- Bill of Sale: When a Developer constructs public infrastructure as part of a private project, the Developer shall submit a completed Bill of Sale (Appendix E) to the City Engineer itemizing the respective improvements to be accepted by the City. The project Engineer of Record shall verify in writing that the Bill of Sale accurately reflects the as-constructed conditions by stamping, signing, and dating said Bill of Sale prior to submittal.
- Applicable Fees and Charges: The Developer shall pay in full all outstanding fees and charges to the City of Edgewood, including any easement/right-of-way acquisition recording fees incurred by the City as a result of the project.
- Maintenance Bond: The Developer shall submit a cash or surety bond in the amount of 20 percent of the total cost of public improvements, including public stormwater facility construction. The Maintenance Bond shall be held for two (2) years following Final Project Acceptance by the City of Edgewood. All bonds shall be signed by a City-approved surety that is registered with the Washington State Insurance Commissioner and appears on the current Authorized Insurance List in the State of Washington. The Developer shall be responsible for all improvements and shall maintain said improvements for the duration of the bond. Prior to release of the bond, the Developer shall repair or replace all items deemed defective by the City. The City reserves the right to utilize any portion of the improvements as needed prior to bond release.

1.4 CONTROL OF MATERIALS

1.4.1 GENERAL

The requirements outlined in WSDOT Specification Section 1-06 apply in this section, except that for all public infrastructure the term “Engineer” shall be replaced by “City Engineer”, and for all private infrastructure the term “Engineer” shall be replaced by “Engineer of Record”.

1.4.2 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

The Contractor shall notify the Engineer of proposed sources of supply for all materials to be furnished. The Engineer shall have the option to approve the supplier of each material before delivery. Representative preliminary samples or test data of material character and quality may be required to be submitted by the Contractor or manufacturer for examination by the Engineer prior to acceptance.

Only materials conforming to the requirements of the project specifications and those approved by the Public Works Department shall be used in the work. The Engineer may inspect the proposed construction materials at any time during preparation and use. If, after testing, it is found that previously approved sources of supply do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from another source. No materials shall be used that have become unsuitable after initial approval.

1.4.3 MATERIALS INSPECTION AND TESTING

All materials provided by the Contractor shall be subject to inspection and approval by the Engineer at any time during the progress of the work until final completion. For public infrastructure installed by a private development, the field tests of materials shall be made as deemed necessary by the City Engineer at no cost to the City.

The Developer shall bear all cost of material testing and inspections. All material testing shall be in conformance with the WSDOT Standard Specifications and WSDOT Construction Manual except as modified herein.

In the event that materials fail to meet the required specifications after having been tested and inspected, the Contractor shall immediately remove and dispose of off-site all rejected materials from the work site and shall replace all rejected materials at his/her own expense, and no further materials shall be used until approved in writing by the Engineer. The City’s negligence to condemn or reject inferior materials or work will not be construed as an acceptance of non-conforming materials or work.

The Contractor shall furnish, at his/her own expense, such labor and facilities as may be required to enable the Engineer to make a thorough inspection of the materials. A certificate of materials shall be provided as requested by the Engineer.

The Engineer shall be furnished certified copies of the complete test reports direct from the testing lab. All testing shall be in accordance with commonly recognized standards of the appropriate national organizations, WSDOT, or any other common industry standards.

1.4.4 STORAGE OF MATERIALS

The Contractor shall ensure that all materials intended for use on the work site be stored in such fashion that the materials are not damaged from exposure to the elements, foreign material admixture, or from any other sources. Materials and equipment shall not be stored in the public right-of-way unless approved by the City. The Engineer will not accept or sample any materials that are improperly stored.

1.4.5 DEFECTIVE MATERIALS

Materials not conforming to the requirements of these Specifications will be rejected by the Engineer. For public infrastructure installed by a private development, all such materials, whether in place or not, shall be immediately removed and disposed of off-site by the Developer at no cost to the City.

1.5 DESIGN PLANS AND SPECIFICATIONS

1.5.1 CONTENT OF FINAL ENGINEERING PLANS

All construction plans shall be prepared in accordance with Volume I, Chapter 3.3 of the PCM, as adopted under EMC 13.05.160 with local modifications under EMC 13.05.170. The cover sheet and all plan sheets shall include the same general title block including consecutive sheet numbers. The title block shall generally be located in the lower right hand corner of the plan sheet, and any applicable standard notes and details (as contained in Appendix F), shall be included in the plan set.

All final plans submitted to the City shall be electronic, provided in Adobe PDF format, and shall be clear and legible. New construction/improvements shall be indicated with heavy bold lines and proper symbolism.

In general, all information required to locate and construct the planned improvements shall be shown on the final plans. In addition to the requirements listed in the PCM, all construction plans submitted to the City for review and approval shall address the following:

- City Permit Number shall be included in the title block.
- Horizontal control shall be North American Datum (NAD) 83-91, South Zone.

- A brief legal description of the site shall be included on the cover sheet, including site address, parcel number(s), 1/4 section, township, and range as needed to accurately locate the project site.
- For roadway designs, curb return elevations must be shown at quarter points at all intersections, minimally (larger radii shall have more points), to verify drainage and smooth transitions.
- For buried utilities, a composite utility sheet must be included showing all proposed improvements and identifying potential horizontal and vertical conflicts.
- Profile plan(s) must contain all sanitary sewer, water main, storm drain, and street design details in order to verify potential horizontal and vertical conflicts.
- Roadway profiles shall include centerline elevations at a minimum of 50-foot intervals; horizontal curves, including radii, point of tangency (PT), point of curvature (PC), and super elevation; centerline grades and vertical curves, including the stations and elevations of the points of vertical curve, points of vertical intersection, points of vertical tangent [PVCs, PVIs, PVTs], the top of crest curve, the bottom of sag curve, the flow line top and bottom of curves, etc. having a minimum grade of 0.50 percent within 50 feet of the level point for a sag vertical curve.
- Detail plans for facilities such as buildings, retaining walls greater than 4 feet in height, pump stations, etc. shall be prepared by or under the direct supervision of a licensed professional engineer with experience completing design of these types of facilities.
- Scaled plan views and cross sections must be provided of the outlet control structure for stormwater detention systems, drawn at a minimum scale equal to 1 inch equals 2 feet (1":2').

1.5.2 APPROVED PLAN SUBMITTAL REQUIREMENTS

Developer shall obtain City approval on construction plans and attend a pre-construction conference prior to commencing construction. Developer shall submit final construction plans electronically (in Adobe PDF format) to the City following notice that plans are approved for construction. City will add appropriate approval stamps and notes, then route the plans back to the Developer for reproduction and use in the field.

1.5.2.1 General Plan Notes

The General Plan Notes contained in Appendix F shall be shown on all engineering plans.

CHAPTER 2

STANDARDS FOR TESC

2.1 GENERAL

EMC Chapter 13.05.160 adopts, by reference, the July 2021 Edition of the Pierce County Stormwater Management and Site Development Manual (“Manual”), with minor modifications contained in EMC Chapter 13.05.170. Minimum Requirement 2 requires that all projects in the City address prevention of stormwater pollution during construction. A Construction Stormwater Pollution Prevention Plan (SWPPP) shall be submitted for all projects per the requirements in the Manual, as modified by EMC 13.05.170.

CHAPTER 3

STANDARDS FOR WATER SYSTEM IMPROVEMENTS

3.1 GENERAL

The City of Edgewood is served by a variety of Water Service Providers:

- City of Milton
- Lakehaven Water and Sewer District
- Mountain View - Edgewood Water Company
- City of Sumner
- Other small water systems:
 - Cherrywood Mobile Home Park
 - Cherrywood Village (apartments)
 - DeChaux Mutual Water
 - Individual Residential Wells

An interactive map showing these Water System Provider boundaries and their contact information can be found here: <https://arcg.is/1j8nye>.

3.2 STANDARD SPECIFICATIONS

The design and installation of all water mains and appurtenances shall be in accordance with the standards of the applicable Water System Provider listed above, as well as the additional standards contained herein and applicable provisions of the following:

- EMC Title 12 – Streets, Sidewalks and Public Places
- EMC Chapter 15.05 – Building Construction Codes
- EMC Title 18 – Development Standards
- WSDOT Standard Specifications
- American Water Works Association (AWWA) standards
- Washington State Department of Health Water System Design Manual

In the event of conflict between these Public Works Standards and the applicable Water System Provider's standards, these Public Works Standards shall take precedence. The manufacturer's recommended installation procedures shall be adhered to.

3.3 DESIGN REQUIREMENTS

Each lot in a proposed subdivision shall be served by an existing Group A Water System, unless otherwise approved by the City and the Washington State Department of Health.

Water mains shall be sized based on the Department of Health Water System Design Manual and subject to the minimum diameters specified herein. The minimum water main diameter for commercial, industrial, multifamily, and residential developments shall be 8 inches whether looped or on a dead-end. Mains 6 inches in diameter may be

acceptable for looped systems within single-family residential areas with fire hydrants. Larger water main diameters may be required to meet fire flow requirements as determined by the Fire Official.

Dead-end mains shall be avoided whenever possible. Where dead-end mains are unavoidable, a minimum 2-inch blow-off assembly shall be installed at the termination of the water line. Dead-ends are subject to approval by the City Engineer and Water System Provider.

Water mains shall be installed a minimum of 10 feet horizontally and 18 inches vertically, measuring edge-to-edge, from any existing or proposed sanitary sewer or on-site waste disposal piping. Deviation from separation requirements shall be allowed only at the discretion of the City Engineer. Any deviation from this requirement shall meet Washington State Department of Ecology (Ecology), Washington State Department of Health (WSDOH), Water System Provider, and City of Edgewood requirements.

Water mains shall be located a minimum of 5 horizontal feet and 6 vertical inches away from any other utility, including but not limited to storm drains, power, natural gas, private utilities, and private fire lines.

In order to minimize potential conflicts with other utilities and City of Edgewood Design Standards, every effort shall be made to locate water mains within the roadway ~~prism~~as defined herein, preferably within public rights-of-way. The City will not issue any Right of Way or Site Development Permit for water mains located outside of the roadway ~~prism~~ without engineering justification and prior approval by the City Engineer.

CHAPTER 4

STANDARDS FOR SANITARY SEWER SYSTEMS

4.1 GENERAL

The City of Edgewood is currently served by the following Sewer Service Providers:

- Lakehaven Water and Sewer District
- City of Fife
- Pierce County

Some areas of Edgewood may be served by the following Sewer Service Providers, pending formal Interlocal Agreements:

- City of Puyallup
- City of Sumner

Sanitary sewer improvements within the City of Edgewood for private development and public works projects [that are tributary to existing infrastructure owned by the City of Edgewood](#) shall conform to the standards and specifications contained herein. [If the improvement will not be owned by the City of Edgewood or tributary to existing City of Edgewood infrastructure, then said improvement is exempt from this Chapter.](#)

4.2 STANDARD SPECIFICATIONS

The design and installation of all sanitary sewer facilities and appurtenances shall be in accordance with all applicable provisions of the following, except as amended by these Specifications:

- The City of Edgewood General Sewer Plan dated July 2024 (“GSP”), as adopted under Ordinance 24-0670.
- The current edition of Criteria for Sewage Works Design (“Orange Book”), as published by the Washington State Department of Ecology.
- The standards of the receiving Sewer Service Provider (“Receiving Jurisdiction”) listed above.
- Construction Specifications: WSDOT Standard Specifications.

4.3 DESIGN REQUIREMENTS

4.3.1 GENERAL

Except for building sewers serving an individual parcel, all sewers that serve multiple parcels shall be designed by a civil engineer licensed to practice engineering in the state of Washington and located within dedicated rights-of-way or easements.

In general, sanitary sewers shall be located below all other utilities in rights-of-way to provide the greatest opportunity for adjacent properties to connect thereto using

gravity building sewers and side sewers, minimizing the opportunity for contaminating other utilities from leaks. Consideration must be taken in design to ensure adequate cover and separation, sizing for water mains and storm drains, required slopes for side sewers, and adequate clearance for workers. Manhole lids located in the traveled way shall not be placed in vehicle wheel paths wherever practicable.

All-weather access improvements, capable of being negotiated by a fully loaded vector truck (H-20 load), shall be provided to every manhole, air-vac relief station, pigging port or other appurtenance requiring maintenance access.

Public pump stations shall be located only on city-owned property that has been deeded to the city, unless otherwise approved by the director. Any easement(s) for pump stations shall be unrestricted and exclusive.

4.3.2 EASEMENTS

The purpose(s) for the easement (permanent or temporary) and the permitted activities shall be stated in the easement document.

Temporary easements obtained for construction, staging, storage, or temporary access shall also:

- Set the term and provide for extensions thereto;
- Contain specific conditions for restoration and a one-year warranty for such restoration;
- Contain provision for the owner to inspect the condition of the easement property following completion of restoration; and
- Provide for the owner's release following such inspection.

The minimum width of a permanent sewer easement shall be 20 feet plus two feet for every foot of sewer depth over 10 feet, unless otherwise approved by the director.

Access by the grantee to and across the easement shall be unrestricted. Buildings, trees, parked vehicles, and all other structures, except as otherwise provided herein, shall be prohibited within easements. Private driveways may be located within city easements. In the event the director determines that private fencing across an easement is necessary and reasonable, such fencing may be permitted; provided, that double-leaf gates with a nominal width of 20 feet are provided at fence crossings. The owner may install only landscaping improvements that have been approved by the city.

Easements shall be maintained ~~by the city~~ to city standards by the party responsible. Landscaping improvements installed by the owner shall be maintained by the owner. The city may cut back or remove landscaping improvements, as it deems necessary. The city shall have no obligation to repair or replace landscaping improvements that have been damaged or removed.

The city shall have the right to issue permits to third parties to operate and maintain sewers within the easement.

4.3.3 SIDE SEWER CONNECTIONS

A separate side sewer connection to the sewer utility shall be required for each building with plumbing fixtures, unless otherwise approved by the director. Buildings that are accessory to a residential detached dwelling (i.e., accessory dwelling units) may share a common side sewer. If ownership of such buildings is segregated by any action, such as through subdivision or condominium, separate side sewer connections shall be required for each building so segregated.

Otherwise, if there is more than one building on a single parcel and it is impracticable to connect more than one side sewers from the parcel to the sewer utility, a sewer lateral shall be extended onto the private property within an easement. This sewer lateral shall terminate in a manhole, except that a cleanout may be used if the lateral is 50 feet or less in length. This sewer lateral must connect to the sewer main or submain at a manhole.

Any side sewer eight inches or greater in diameter must connect to the sewer utility at a manhole.

4.3.4 PRIVATE SEWAGE PUMPS

Each private pump station shall discharge through its own private, dedicated force main into a private manhole, located on the owner's property, which shall discharge into the city's sewer through a standard gravity side sewer. A force main shall not discharge directly into a gravity sewer pipe.

A private force main shall be permitted to discharge into a city manhole or force main only when the director finds there is no reasonable alternative.

4.3.5 PRETREATMENT STANDARDS

All proposed connections to the sanitary sewer utility must comply with the applicable pretreatment standards and design requirements of the receiving jurisdiction prior to final inspection.

4.4 TESTING REQUIREMENTS

Sanitary sewer structures and conveyance testing shall be conducted in conformance with WSDOT Standard Specifications Section 7.

4.4.1 CLEANING

The Contractor shall remove all sediment and debris accumulated in the new sanitary sewer conveyance and structures as a result of construction activities prior to connection to any existing infrastructure and final project acceptance by City. The

Contractor shall ensure that material flushed from the new sanitary sewer system is trapped, removed, and does not enter the downstream collection system.

4.4.2 LEAKAGE TESTING

The Contractor shall furnish all equipment, labor, and personnel necessary for conducting pressure testing on new sanitary sewer conveyance. The Contractor shall provide the City with a certification letter from a City-approved testing laboratory verifying that all testing equipment is accurate. All testing equipment and personnel shall be subject to approval by the City Engineer.

The Contractor shall have all equipment and personnel present and ready for the leakage test, and shall have already successfully completed leakage testing on the entire conveyance system prior to calling the City Engineer out to witness testing. Portions of the sanitary sewer conveyance system that fail to meet the testing requirements shall be repaired.

The Contractor shall determine all sources of leakage and shall repair or replace all portions of defective materials or workmanship, at no cost to the City, prior to final acceptance. Leakage testing shall be conducted after backfill is completed and the trench has been compacted per the approved plans.

Sanitary sewer conveyance constructed of non-air-permeable material, including PVC, ductile iron, and polyethylene, shall be low-pressure air tested in conformance with WSDOT Section 7-17.3(2)F.

4.4.3 TELEVISION INSPECTION

All new public sanitary sewer conveyance networks shall be visually inspected following satisfactory cleaning, trench compaction testing, and leakage testing. Visual inspection shall be conducted using a remote camera designed specifically for such applications, with the ability to rotate the lens 180 degrees and with sufficient lighting to allow a clear picture of the entire periphery of the pipe. A “push-type” camera may be used in lieu of a remote camera if approved in writing by the City Engineer.

The Contractor shall introduce water to the sanitary sewer system to the satisfaction of the City Engineer to better identify ponding. A 1-inch sewer ball shall be attached to the front of the camera to provide a basis for estimating the depth of ponding within the pipe. Ponding in excess of 0.25-inch shall be repaired. The Contractor shall be responsible for all costs in connection with repairing or replacing defective portions of piping, including the costs for additional television inspection and leakage testing required to verify that repairs have been completed to the satisfaction of the City.

The Contractor shall provide the City Engineer with a digital format video recording and inspection report for review within 2 working days of performing the visual inspection.

4.5 MAINTENANCE RESPONSIBILITIES

In general, sanitary sewer mains will be owned and maintained by the City, while individual service lines and some low-pressure collection mains will be privately owned and maintained. Performance and Maintenance Bonds are required as stated in Section 1.3.10 of these Public Works Standards. Exceptions may be made on a case by case basis as determined by the City Engineer.

The City Engineer will inspect privately maintained facilities to verify satisfactory maintenance practices in conformance with the private maintenance agreement. If the property owner(s) fail to maintain their facilities to acceptable standards, the City Engineer may issue a written notice specifying the required actions. If these actions are not performed in a timely manner, the City may enter the property to perform the actions needed and bill the property owner for the cost of the repairs. In the event a public safety hazard exists, written notice may not be required.

4.5.1 CONSTRUCTION PHASE

The applicant is responsible for ensuring no wastewater is discharged into the city's sanitary sewer utility during construction until responsibility is assumed by the homeowners' association or the City of Edgewood.

4.5.2 RESPONSIBILITY FOR ONGOING MAINTENANCE

Public sanitary sewer facilities will be maintained by the utility upon final project acceptance. Private sanitary sewer facilities shall be maintained by the property owner or responsible party, such as a homeowner's association, pursuant to a private maintenance agreement and easement conditions.

4.6 CONSTRUCTION INSPECTION

Construction activity shall be inspected by the City and/or their representative throughout the life of the permit to ensure compliance with these standards and the approved plans.

No work shall proceed until the City inspects and approves the work previously completed and furnishes the Developer/Owner with the results of the inspection reports as soon as possible after completion of each required inspection.

Any portion of the work which does not comply shall be promptly corrected by the Developer/Owner, after notice from the City. The notice shall set forth the nature of corrections required and the time within which corrections will be made.

The Developer/Owner shall notify the City before commencing any work in conjunction with the approved plans. The Developer/Owner shall notify the City when the project is ready for final inspection.

4.6.1 FINAL INSPECTION

Final inspection shall be conducted by the City per the request of the Developer/Owner upon completion of all work in the approved plans to determine if the completed work was constructed in accordance with the approved plan and these regulations. Final inspection procedures shall be as outlined in Section 1.3.12 of these Specifications.

CHAPTER 5

STANDARDS FOR STORMWATER SYSTEM IMPROVEMENTS

5.1 GENERAL

EMC Chapter 13.05.160 adopts, by reference, the July 2021 Edition of the Pierce County Stormwater Management and Site Development Manual (“Manual”), with minor modifications contained in EMC Chapter 13.05.170. In addition to this Manual, these Public Works Standards contain design criteria specific to the development of stormwater facilities within the City of Edgewood. The application of these Public Works Standards shall be the minimum stormwater management requirements. Stormwater management practices shall be considered for each project according to the following general order of preference:

- Onsite Stormwater Management (Min. Req. #5)
- Low Impact Development (LID) BMPs
- Stormwater Retention Facilities
- Stormwater Detention Facilities

Please note that many onsite and/or LID BMPs may or may not be practical, or even feasible, for many sites in the City of Edgewood due to unique soil conditions. If said BMPs are not technically feasible, as determined by the Engineer of Record and concurred by the City Engineer, the technical limitations that preclude the use of LID practices must be documented as stated in the Manual. The City Engineer shall have final approval on the technical design factors that preclude the use of onsite and/or LID practices.

5.2 STANDARD SPECIFICATIONS

The design and installation of all stormwater facilities and appurtenances shall be in accordance with all applicable provisions of the following except as amended by these Specifications:

- Pierce County Stormwater Management and Site Development Manual (“Manual”), as adopted in EMC 13.05.160, and amended in EMC 13.05.170.
- Appendix 1 of the 2019-2024 Phase II Western Washington Municipal Stormwater Permit.
- Construction Specifications: WSDOT Standard Specifications.

5.3 STORMWATER SYSTEM DESIGN REQUIREMENTS

5.3.1 GENERAL

Installation and construction of stormwater facilities shall conform to the requirements of the City of Edgewood, the latest edition of the WSDOT Standard Specifications, and the manuals referenced in section 5.2 of these Public Works Standards.

All public and private stormwater facilities designed in accordance with this Chapter shall be for collection, conveyance, treatment, retention and/or detention of stormwater.

5.3.2 STORMWATER SITE PLAN REQUIREMENTS

The Stormwater Site Plan, where required by the Manual, shall document the proposed stormwater management for the proposed project and shall include supporting calculations, drawings, and proposed facility descriptions as needed to enable evaluation of the proposed site stormwater management system.

5.3.3 POLLUTION SOURCE CONTROL PROGRAM

All projects shall implement a pollution source control program based on the type of proposed project in accordance with Minimum Requirement #3. Pollution source controls shall be documented in the Stormwater Site Plan. Pollution source controls are actions taken by a person or business to reduce the amount of pollution reaching surface and ground waters.

5.3.4 EDGEWOOD STORMWATER SYSTEM DESIGN

Permanent stormwater facilities are required for the development of all residential, commercial, industrial, or multifamily sites. Permanent stormwater facilities shall be documented in the Stormwater Site Plan in accordance with Section 5.3.2, and shall be designed in accordance with Sections 5.2 and 5.3 of these Specifications.

Construction of stormwater facilities shall conform to the requirements of the City, the most recent version of the WSDOT Standard Specifications, and the applicable provisions of the manuals used as the basis of design.

5.3.4.1 Stormwater Design Standards

When using the Western Washington Hydrology Model (WWHM) for facility design pursuant to the Manual, all facilities within the City of Edgewood shall utilize the “42 IN EAST” precipitation data.

All stormwater conveyance systems shall be designed in accordance with Volume III, Chapter 4 of the Manual. Combined storm sewers (i.e., pipes that convey both sanitary sewage and stormwater runoff) shall not be allowed.

Stormwater retention and/or detention facilities serving residential subdivisions shall be designed assuming all new lots are developed to no less than the maximum effective impervious surface area allowed under EMC Title 18 or 6,000 square feet, whichever is less.

All stormwater conveyance systems for proposed projects must be analyzed, designed, and constructed for existing tributary off-site runoff and developed on-site runoff from the proposed project. The applicant shall demonstrate that the on-site conveyance system of the proposed project either exists or will be constructed following the standards herein. At the discretion of the City Engineer, the Permittee may be required, as a condition of storm drainage plan approval, to install conveyance lines larger than needed by the proposed project in order to accommodate future development. In such cases, the Permittee may be eligible for recouping the additional cost associated with upsizing the conveyance system through implementation of a latecomer's agreement in conformance with EMC Chapter 11.36.

5.3.4.2 Special Design Considerations

Development activities within designated flood hazard areas within the City of Edgewood are regulated under EMC Chapters 14.80.

It shall be considered the Developer's/Owner's responsibility to be familiar with the specific provisions of these regulations and standards as they relate to future development of a specific site located within the flood plain.

5.4 TESTING REQUIREMENTS

Storm structures and conveyance testing shall be conducted in conformance with WSDOT Standard Specifications Section 7.

5.4.1 CLEANING

The Contractor shall remove all sediment and debris accumulated in both the existing and new stormwater conveyance, ~~and~~ structures, and facilities (including LID BMPs) as a result of construction activities prior to final project acceptance by City. The Contractor shall ~~ensure~~ that material flushed from the storm drain is trapped, removed, and does not enter the downstream drainage system. The Engineer of Record shall certify that all constructed LID BMPs (such as permeable pavements, bioretention facilities, etc.) have been cleaned and perform as designed prior to City acceptance.

Sediment and debris shall be excavated from stormwater control ponds as needed to provide the design volume shown on the approved plans.

5.4.2 LEAKAGE TESTING

The City may, under certain soil conditions and/or as otherwise noted in public works construction documents, require leakage (pressure) testing for new stormwater conveyance. ~~In these instances,~~ the Contractor shall furnish all equipment, labor, and

personnel necessary for conducting pressure testing ~~on new stormwater conveyance~~ as specified herein. The Contractor shall provide the City with a certification letter from a City-approved testing laboratory verifying that all testing equipment is accurate. All testing equipment and personnel shall be subject to approval by the City Engineer.

The Contractor shall have all equipment and personnel present and ready for the leakage test, and shall have already successfully completed leakage testing on the entire conveyance system prior to calling the City Engineer out to witness testing.

Portions of the stormwater conveyance system that fail to meet the testing requirements shall be repaired.

The Contractor shall determine all sources of leakage and shall repair or replace all portions of defective materials or workmanship, at no cost to the City, prior to final acceptance.

Leakage testing shall be conducted after backfill is completed and the trench has been compacted per the approved plans.

5.4.2.1 Air Permeable Materials Leakage Testing

Stormwater conveyance piping constructed of concrete shall be subject to a low-pressure air test in conformance with WSDOT Section 7-04.3(1)E.

5.4.2.2 Non-Air-Permeable Materials Leakage Testing

Stormwater piping constructed of non-air-permeable material, including PVC, ductile iron, and polyethylene, shall be low-pressure air tested in conformance with WSDOT Section 7-04.3(1)F.

5.4.3 TELEVISION INSPECTION

All new public stormwater conveyance networks shall be visually inspected following satisfactory cleaning, trench compaction testing, and any applicable leakage testing. The City may require visual inspection of new private stormwater conveyance networks if working conditions and performance warrant, as determined by the City Engineer.

Visual inspection shall be conducted using a remote camera designed specifically for such applications, with the ability to rotate the lens 180 degrees and with sufficient lighting to allow a clear picture of the entire periphery of the pipe. A “push-type” camera may be used in lieu of a remote camera if approved in writing by the City Engineer.

The Contractor shall introduce water to the stormwater system to the satisfaction of the City Engineer to better identify ponding. A 1-inch sewer ball shall be attached to the front of the camera to provide a basis for estimating the depth of ponding within the storm pipe. Ponding in excess of 0.5-inch shall be repaired. The Contractor shall be responsible for all costs in connection with repairing or replacing defective portions of

pipng, including the costs for additional television inspection and leakage testing required to verify that repairs have been completed to the satisfaction of the City.

The Contractor shall provide the City Engineer with a digital format video recording and inspection report for review within 2 working days of performing the visual inspection.

5.5 MAINTENANCE RESPONSIBILITIES

In general, stormwater facilities serving single-family residential developments containing public roadways will be owned and maintained by the City, while stormwater facilities for other developments will be privately owned and maintained. Performance and Maintenance Bonds are required as stated in Section 1.3.10 of these Public Works Standards. Stormwater Maintenance Agreements are required as stated in Section 1.3.11 of these Public Works Standards.

Exceptions to the above may be made on a case by case basis as determined by the City Engineer.

The City Engineer will inspect privately maintained facilities to verify satisfactory maintenance practices in conformance with the stormwater maintenance agreement. If the property owner(s) fail to maintain their facilities to acceptable standards, the City Engineer may issue a written notice specifying the required actions. If these actions are not performed in a timely manner, the City may enter the property to perform the actions needed and bill the property owner for the cost of the repairs. In the event a public safety hazard exists, written notice may not be required.

5.5.1 CONSTRUCTION PHASE

The applicant is responsible for maintaining onsite private and potentially impacted off-site stormwater facilities in functioning condition during construction until responsibility is assumed by the homeowners' association or the City of Edgewood.

- During construction, ponds must be maintained in functioning condition—~~as listed in Appendix B~~. Permanent stormwater facilities shall not be used for temporary erosion control functions unless otherwise approved by the City Engineer.
- At the end of each phase of construction, the applicant must show proof that the maintenance plan was implemented and the drainage system is fully operational before any additional permits for site activity are issued.
- If maintenance is not done as shown in the maintenance plan, upon notice from the City the applicant will forfeit the bond or other financial security. The City will then utilize the bond or other security to perform the necessary work.

5.5.2 RESPONSIBILITY FOR ONGOING MAINTENANCE

5.5.2.1.1 *Public Stormwater Facilities*

The applicant shall be responsible for maintaining the stormwater facilities for 2 years following final project acceptance by the City in conformance with the Agreement to Maintain Stormwater Facilities – 2 Year Warranty Period and Satisfactory Maintenance.

5.5.2.1.2 *Private Stormwater Facilities*

Upon transfer of maintenance responsibility from the applicant to a new property owner (i.e., homeowners' association or property owner or other agent), the property owner shall be responsible for ongoing maintenance of privately owned stormwater facilities through execution of a joint agreement with the City.

- The applicant shall execute and record the documentation that creates/names the property owner and identifies the required maintenance responsibilities to be performed in perpetuity by the property owner.
- The applicant shall sign an agreement with the City establishing responsibility and scope of work for routine minor and periodic major maintenance of private stormwater facilities as listed in Appendix B.
- The maintenance agreement shall list all anticipated maintenance items and shall specify for each item whether the maintenance is to be done by the property owner or a private contractor.
- The property owner shall be responsible for routine minor actions needed to ensure operation and maintenance of private system elements as detailed in the agreement. The work must be performed to City standards by a qualified contractor approved by the City.
- Stub outs, roof drains, and sumps on individual lots will always be the responsibility of each homeowner.
- The City shall be responsible for maintenance of catch basins and conveyance structures in the public right-of-way or public easement.
- Major repairs to all private stormwater treatment and conveyance facilities outside the public right-of-way or public easement will be the responsibility of the property owner.

By March 1st of each year, the property owner shall submit an annual report to the City that includes the following:

- Documentation of the previous year's operation and maintenance activities, in the form of a log showing what was done, when, and by whom (see Exhibit 1 of the agreement in Appendix B).
- Schedule of preventive maintenance activities for the coming year, identifying who will accomplish each activity. The schedule will be based on requirements listed in Appendix B.
- The property owner shall implement the items in the annual report by September 15th of each year.

If maintenance is not performed as specified in the agreement, the City may perform the required maintenance and bill the property owner.

5.6 STORMWATER CONSTRUCTION INSPECTION SCHEDULE AND REPORTS

5.6.1 INSPECTION SCHEDULE AND REPORTS

Prior to approval of a Stormwater Site Plan, the Developer/Owner shall submit to the City a proposed inspection and construction schedule. The City Engineer shall conduct inspections and file reports for periodic inspections necessary during construction of stormwater management facilities to ensure compliance with the approved plans.

No work shall proceed until the City inspects and approves the work previously completed and furnishes the Developer/Owner with the results of the inspection reports as soon as possible after completion of each required inspection.

Any portion of the work which does not comply shall be promptly corrected by the Developer/Owner, after notice from the City. The notice shall set forth the nature of corrections required and the time within which corrections will be made.

The Developer/Owner shall notify the City before commencing any work in conjunction with the Stormwater Site Plan. The Developer/Owner shall notify the City when the project is ready for final inspection.

5.6.2 INSPECTION REQUIREMENTS DURING CONSTRUCTION

After commencing initial site operations, regular inspections shall be made at specified stages of construction as follows:

- LID facilities at the following stages. However, due to variations in LID practices, LID facility inspection shall be determined by the City Engineer based on the specific LID facility proposed.

- Prior to site clearing, the site shall be inspected to confirm that areas to be undisturbed for dispersion are flagged.
- LID practices relying on infiltration shall be inspected at stages similar to retention facilities.
- LID practices incorporating piping or structures shall be inspected at stages similar to detention facilities.
- For LID practices relying on amended or imported soils, soil samples shall be submitted to a laboratory for testing for conformance with specifications. Lab results shall be submitted to the City Engineer for review prior to bringing the soils to the site.
- Retention facilities at the following stages:
 - Initial basin excavation to determine that facility has been excavated to within 1-foot of the final elevation of the basin floor and that inlet and overflow structures have been constructed in accordance with the approved plans.
 - After all disturbed areas in the upgradient project drainage area have been permanently stabilized, the facility shall be inspected again to determine that it has been constructed to final grade.
 - Prior to placing the facility on-line, the facility shall be inspected to determine that specified vegetation has been placed, accumulated sediment within the facility has been removed, and that the upstream pretreatment system has been installed, cleaned and is functioning.
 - Periodic inspection to determine that access to the facility has been restricted to equipment that may impact the function of the facility. Light-tracked equipment, draglines or trackhoes are recommended for infiltration facility construction to avoid compaction of the basin floor. The infiltration area should be flagged or marked to keep heavy equipment away.
- Detention facilities at the following stages:
 - Upon completion of excavation of sub-foundation and where required, installation of structural supports or reinforcement for structures, including but not limited to:
 - Core trenches (“keyways”) for structural embankments;

- Inlet-outlet structures, anti-seep structures, watertight connectors on pipes; and
- Trenches for enclosed storm drainage facilities.
- During placement of structural fill, concrete and installation of piping and catch basins;
- During backfill of foundations and trenches;
- During embankment construction; and
- Upon completion of final grading and establishment of permanent stabilization.

5.6.3 FINAL INSPECTION

Final inspection shall be conducted by the City per the request of the Developer/Owner upon completion of all elements of the Stormwater Site Plan to determine if the completed work was constructed in accordance with the approved plan and these regulations. Final inspection procedures shall be as outlined in Section 1.3.12 of these Specifications.

5.6.4 INSPECTIONS FOLLOWING PROJECT ACCEPTANCE

The City will conduct routine inspections of all privately owned stormwater facilities. If repair or maintenance is needed, the owner shall be notified.

- If the needed work is not completed within the specified time period, the responsible party may be subject to civil action, or the City may complete the necessary work and bill the responsible party.
- In case of flooding or pollution emergency, the City will do the necessary work without notification and bill the responsible party.

5.7 STORMWATER SITE PLAN NOTES

The Stormwater Site Plan Notes contained in Appendix F shall be shown on all Stormwater Site Plans.

CHAPTER 6

ROADWAYS

6.1 GENERAL

This chapter contains the minimum design criteria, installation requirements, and material specifications for the construction of roadways within the City of Edgewood, as previously defined by these Public Works Standards. In establishing these standards, the City has sought to encourage standardization of road design elements where necessary for consistency and to assure so far as practical that motoring, bicycling, and pedestrian public safety needs are met. Considerations include safety, convenience, aesthetics, proper drainage, and economical maintenance.

The decision to use a particular roadway design element at a particular location should be made based on an engineering analysis of the location. Thus, while this chapter provides minimum requirements, it is not a substitute for professional engineering judgment. It is the intent that the provisions herein be uniform standards for road design, but they may not be appropriate for all locations and existing conditions. These uniform standards are also not intended to unreasonably limit any innovative or creative effort which could result in the more effective and appropriate combination of design, cost savings, or both. If said effort would require a deviation from the technical requirements contained herein, the Engineer must seek written approval in accordance with Section 12.02.080 EMC.

6.2 STANDARD SPECIFICATIONS

Except as supplemented or amended by these Public Works Standards, the traffic engineering, roadway design, and installation of roadways shall be in conformance with all applicable provisions of the following:

- EMC Title 12 – Streets, Sidewalks and Public Places
- EMC Title 18 – Development Standards
- Appendix F – Edgewood Standard Notes and Details
- WSDOT Standard Specifications
- WSDOT Design Manual
- AASHTO: A Policy on Geometric Design of Highways and Streets
- AASHTO: Guide for Development of Bicycle Facilities
- APWA Standards, Specifications and Standards
- MUTCD (USDOT/FHWA), as amended and approved by WSDOT
- U.S. Access Board: Americans with Disabilities Act Accessibility Guidelines

If any provisions of this chapter are in conflict, the more protective provision shall control. If a conflict arises between the WSDOT Design Manual and the AASHTO Green Book, the WSDOT Design Manual will take precedence. In cases of ambiguity or difference of meaning or inconsistencies between the text of this chapter and the

illustrations or graphics contained in the Standard Details, the details as contained in Appendix F shall control. Where a particular situation or aspect of design is not addressed in these Public Works Standards, first reference the most recent editions of the documents listed above, followed by other generally recognized industry standards or guidance as appropriate and as approved by the City, including but not limited to the following:

- AASHTO: Roadside Design Guide
- AASHTO: Standard Specifications for Highway Bridges
- ITE: Trip Generation
- TRB: Highway Capacity Manual
- WSDOT: Bridge Design Manual
- WSDOT: Construction Manual
- WSDOT: Local Agency Guidelines (aka, LAG Manual)
- WSDOT: Standard Plans for Road, Bridge and Municipal Construction

6.3 DESIGN REQUIREMENTS

6.3.1 FUNCTIONAL CLASSIFICATION

The first step in the design process is to identify the functional classification of the subject roadway. For existing and planned routes, refer to the Transportation Systems Plan (TSP) contained in Chapter 6 (Transportation Element) of the City's Comprehensive Plan. For other new facilities, the City Engineer will determine the roadway's functional classification.

6.3.1.1 Functional Classification System

Roadways are most effectively classified by their function, according to the character of service they are intended to provide for the traveling public, including their purpose, type and number of trips. As described in the TSP, a functional classification system allows the City to group roads into a hierarchy, and cities are required to adopt a functional classification system that is consistent with state and federal guidelines, as codified in RCW 35.78.010 and RCW 47.26.090. At a minimum, each City must adopt the following three functional classifications: principal arterial, minor arterial and collector. Edgewood's functional classification system has four categories, as presented in the TSP under Table T-7 (described in the next section). While not included in the TSP, a fifth classification is also included herein for certain private access situations: a Shared Access Facility.

State highways under the jurisdiction of the Washington State Department of Transportation are all legally designated arterials (RCW 46.61.195). There is one state highway in Edgewood, State Route 161 (Meridian Ave E), and it is classified as a Principal Arterial.

6.3.1.2 Functional Classification Definitions

6.3.1.2.1 Principal Arterials

Principal arterials are roadways that connect major community centers and facilities, and are often constructed with limited direct access to abutting land uses. Principal arterials carry the highest traffic volumes and provide the greatest mobility in the roadway network by limiting access, providing traffic control devices and posting higher speed limits. Transit routes are generally located on principal arterials, as are transfer centers and park-and-ride lots. Principal arterials may service any level of traffic volume, up to full utilization of the road capacity.

At this time there are only two Principal Arterials in Edgewood: State Route 161 (Meridian Ave E) and Jovita Blvd E / Emerald St E.

6.3.1.2.2 Minor Arterials

Minor arterials are roadways that connect with and augment principal arterials. Minor arterials provide densely populated areas easy access to principal arterials and provide a greater level of access to abutting properties. Minor arterials connect with other arterial and collector roads extending into the urban area, and serve less concentrated traffic-generating areas, such as neighborhood shopping centers and schools. Minor arterials serve as boundaries to neighborhoods and collect traffic from collector streets. Minor arterials also carry transit traffic.

Edgewood Minor Arterial network currently consists of two east-west corridors (8th St E and 24th St E) and one north-south corridor (122nd Ave E / Edgewood Dr E).

6.3.1.2.3 Collectors

Collectors are roadways that provide easy movement within neighborhoods, and they connect two or more neighborhoods or commercial areas while also providing a high degree of property access within a localized area. These roadways “collect” traffic from local neighborhoods and distribute it to higher classification roadways. Additionally, collectors provide direct services to residential areas, local parks, churches and areas with similar land uses. Collectors provide the link between local access streets and larger arterials.

6.3.1.2.4 Local Streets

Local streets include all roadways not otherwise classified, intended for use within commercial, single-family and multi-family subdivisions to provide direct access to abutting lots and to collect traffic from cul-de-sacs. Restrictions may be placed on entry and exit locations for traffic safety relative to intersections. Traffic volumes are typically very low for compatibility with abutting land uses, to accommodate turning movements and significant amounts of pedestrian activity, while providing minimal disturbance to the tranquility of the residential environment. Local streets are not designed to accommodate transit service. All roadways that have not been designated as an arterial

or collector roadway are considered to be local access streets. Local access streets comprise the largest portion of roadway miles in Edgewood.

6.3.1.2.5 Shared Access Facility

A Shared Access Facility is a privately-owned driving surface which provides vehicular access to at least two lots. For single-family and two-family dwelling unit lots, a shared-access facility carries a maximum of 90 ADT. A shared-access facility may serve any number of commercial use or industrial use lots when the intent of the shared-access facility is to provide access through interlinked or shared parking facilities as are common in commercial centers (e.g., shopping malls).

For formal plats that contain up to 35 lots, up to 20 percent of the lots within the plat may be served by a shared-access facility. For formal plats with more than 35 lots, up to 10 percent of the lots within the plat may be served by a shared-access facility.

6.3.2 ROADWAY LAYOUT

All proposed roadway locations shall conform with the City's TSP, specifically Figure T-13. The City Engineer may allow slight deviations in classified roadway alignment(s), provided that the revisions do not conflict with the overall intent of the TSP.

6.3.2.1 Subdivisions And Access

For proposed subdivisions, roadway and access layout are guided by the following principles: (1) safety for all applicable modes of travel; (2) efficiency of services for all roadway users; (3) livability of the residential environment; and (4) economic use of the land, infrastructure construction, and ongoing maintenance.

Roads serving as primary access between the subdivision and external roadway network should be evaluated for access limitations within 150 feet of the intersection, with abutting residences oriented away from them.

The roadways and Shared Access Facilities that provide access to lots within a proposed subdivision shall be designed in a way to ensure that emergency vehicles can legally and physically access each lot.

The number of access points between the subdivision and external roadway network shall be arranged to maximize connectivity while promoting safety. The subdivision's internal road layout should be designed to maintain relatively uniform low volumes of traffic upon full development. The roadway system should be designed to discourage excessive speeds and should minimize the necessity for traffic control devices, particularly for internal roads with direct lot access.

6.3.2.2 Connectivity

Developments shall be designed in a manner that maximizes opportunities for connectivity in accordance with the standards identified below. A highly connected

transportation system within the City will provide choices for drivers, bicyclists, and pedestrians; promote multi-modal use and access; connect neighborhoods to each other and other local destinations such as schools, parks, and retail centers; reduce vehicle miles of travel and travel times; improve air quality; reduce emergency response times; increase effectiveness of municipal service delivery; and free up arterial capacity to better serve longer distance travel needs.

Each of the following standards shall be met, unless the City Engineer determines that there are barriers that make it infeasible, or that implementation of the standard will produce an undesirable impact:

- A. Roadway connectivity should be accomplished through the design of connected roadways rather than cul-de-sacs or dead-end neighborhoods. In order to minimize impacts of through traffic to those residing in subdivisions, public arterials and collectors shall be provided consistent with the City's TSP, specifically Figure T-13. Otherwise, local streets should be utilized for connectivity of subdivisions (typically low-volume, low-speed situations).
- B. When there is an opportunity to extend a new road to provide a connection to an adjacent parcel or future development, the new road should be public. New private roads may be allowed when it is determined that there is no opportunity for a connection to a neighboring parcel or development, or when there is not a public road available for providing access to a development.
- C. When new development abuts land where road stub-outs, easements, or right-of-way has been used to provide the opportunity for future road connections, the development should be designed to utilize these connections.
- D. When new development abuts vacant or underdeveloped parcels of land, the development should provide for future connection to its interior road and sidewalk network by constructing a road stub to the property line of the abutting property.
- E. When multiple vacant or underdeveloped parcels abut a new development, a connection to each parcel may not be required. Connection points will be determined based upon an overall consideration of existing and desired circulation patterns in the area. Emphasis should be given to connections with larger parcels and parcels which would permit future connections to other existing roadways.
- F. A road connection between residential developments and abutting

commercial or industrial zones may not be required, pending the City's evaluation of the proposed and existing adjacent uses. However, pedestrian connections shall be provided.

The additional standard listed below shall apply for the following use sectors contained in the City's Land Use Table (EMC 18.70.050): Wholesale and Retail Trade; Business and Professional Services; Health Care and Social Assistance; Arts, Entertainment, and Recreation; Accommodation; Food Service and Drinking Places; Services; Civic and Public Uses:

- G. Vehicular and pedestrian connections to adjacent non-residential or non-industrial properties should be provided through the use of cross access easements, common entryways, shared internal roadways, shared parking lots, or similar techniques. In situations where a connection will not be immediately obtained, the parking should be designed to connect in the future.

6.3.2.3 Temporary Cul-de-Sac

A Temporary Cul-de-sac shall only be allowed when the road will likely be extended to connect to another road, thus making it a future through road. Temporary cul-de-sacs shall be provided for all roadways longer than 150 feet that will be extended in the future. Construction plans shall include a Type 3 barricade at the end of the driving surface. A regulatory sign with the following legend "THIS ROAD IS PLANNED TO BE EXTENDED IN THE FUTURE" shall be placed in the middle of the barricade, immediately above the top rail. All barricades shall meet the MUTCD Section 3F.01.

When an asphalt concrete raised edge roadway is proposed, the roadway cross section (including any curbing and sidewalks) shall be constructed through the temporary cul-de-sac area.

When a cement concrete traffic curb and gutter or asphalt concrete barrier curb roadway is proposed, the roadway cross section shall terminate at the beginning of the temporary cul-de-sac.

Appropriate provisions for storm drainage runoff shall be provided for the temporary cul-de-sac.

When the roadway is extended, the temporary cul-de-sac shall be removed and the applicable full roadway section (including any applicable curbing, sidewalks, shoulder, etc.) within the temporary cul-de-sac area shall be completed by the proponent of the roadway extension.

6.3.3 RIGHT-OF-WAY AND EASEMENTS

6.3.3.1 Roads

City-operated and maintained roads must be dedicated to the City as right-of-way. Roads that are to be operated and maintained by a private organization such as a homeowner's association must be located in an easement or tract. The road right-of-way, easement, or tract width shall be determined by the roadway characteristics involved in the design.

The minimum right-of-way, easement, or tract widths for all roads shall be as shown on the Standard Details contained in Appendix F. In no case shall the right-of-way, easement, or tract width for a road be less than 50 feet in total width.

Additional right-of-way, easement, or tract width may be required to accommodate all planned roadway improvements (including shoulders, drainage facilities, buffers, sidewalks, walkways, traffic control devices, utilities, intersections, design sight lines, retaining walls, all necessary outer slopes, and maintenance of the roadway). The overall right-of-way, easement, or tract width shall also provide a minimum distance behind the shoulder/sidewalk/walkway/ditch (on each side of the roadway) to assure accommodation of all traffic control devices, utilities, roadway appurtenances, stopping sight distance and entering sight distance requirements. The minimum distance shall be 4 feet for arterial and collector road classifications, and 1 foot for lesser road classifications and/or when a buffer width of 6 feet or more is provided between the roadway and sidewalk.

Right-of-way, easement, or tract widths are typically provided in 5-foot increments; however, the City may approve other incremental widths as deemed appropriate for the circumstance at hand.

6.3.3.2 Projects with Frontage on City Right-of-Way

In instances where a development generates additional traffic onto a public roadway and said development has frontage on that roadway, the City will require the right-of-way to meet the above minimum widths in accordance with RCW 82.02.020, which shall be processed as either a dedication or deed action and shall occur at the earliest of any of the following development actions:

- Prior to, or concurrent with, the recording of a subdivision of land, alteration of subdivisions, or a Binding Site Plan.
- Prior to issuance of a Site-Development Permit; if none of the above land use actions apply.
- Prior to issuance of either a residential or commercial Building Permit.

6.3.3.3 Conveyance

Any conveyance of right-of-way to the City of Edgewood shall be by instrument to be reviewed and approved by the City Engineer prior to execution, and recording at the Pierce County Auditor's Office.

6.3.4 DESIGN VEHICLE

The physical characteristics of vehicles and the proportions of variously sized vehicles using the road system are positive controls in geometric design. Therefore, it is necessary to examine all vehicle types, select general class groupings, and establish representatively sized vehicles within each class for design use. Design vehicles are selected motor vehicles with the weight, dimensions, and operating characteristics used to establish road design controls for accommodating vehicles of designated classes. For purposes of geometric design, each design vehicle has larger physical dimensions and larger minimum turning radius than those of almost all vehicles in its class.

Three general classes of vehicles have been selected: passenger cars, trucks, and buses/recreational vehicles. The passenger car class includes compacts and subcompacts plus all light vehicles and light delivery trucks (vans and pickups). The truck class includes single-unit trucks, truck tractor-semitrailer combinations, and trucks or truck tractors with semitrailers in combination with full trailers. Buses/recreational vehicles include single unit buses, articulated buses, school buses, motor homes, and passenger cars or motor homes pulling trailers or boats.

The dimensions for numerous design vehicles are given in the AASHTO Green Book. In the design of any road facility, the largest design vehicle likely to use that facility with considerable frequency, or a design vehicle with special characteristics that must be taken into account in dimensioning the facility, is used to determine the design of such critical features as radii at intersections and curves. Using AASHTO Green Book nomenclature, the typical design vehicle for each road class is as follows:

Principal Arterial	Bus/Intermediate Semitrailer Truck (WB-67)
Minor Arterial	Bus/Intermediate Semitrailer Truck (WB-40)
Collector	Single Unit Truck / Bus
Local Street	Passenger Car

6.3.5 DESIGN SPEED

Design speed is a selected speed used to determine the various design features of the roadway. Geometric design features of a road facility should be consistent with the appropriate design speed. It should be noted, however, that the design speed does not necessarily represent the anticipated operating or posted speed.

Design speed for the arterial road system should consider the context of the roadway, local circumstances and characteristics, and the safety of all-users. Design speed should be selected appropriate for the facility character so as to be responsive to established

community goals, provide for the safe movement of vehicles, commerce, transit, and non-motorized users, and provide for traffic flow appropriate for the facility. Since a function of local roads is to provide access to adjacent property, all design elements should be consistent with the character of activity on the adjacent road and should encourage speeds generally not exceeding 25 mph. The Design Speed for each road class, unless otherwise approved by the City by ordinance, is as follows:

Principal Arterial	35 mph
Minor Arterial	35 mph
Collector	25 mph
Local Street	25 mph

6.3.6 TRAFFIC CHARACTERISTICS

6.3.6.1 Trip Generation

Trip Generation, as published by the Institute of Transportation Engineers, shall be used when developing traffic generation volumes.

6.3.6.2 Design Volumes

For new arterial roads and streets, capacities should be designed for a specific traffic volume range using the projected ADT for 20 years from the anticipated construction year. Current and future land use trends should also be considered in making these decisions.

6.3.6.3 Capacity and Level of Service

The latest version of the *Highway Capacity Manual*, as published by the Transportation Research Board, shall be used when analyzing capacity of roadway or intersection operation. Left-turn pockets and left-turn lanes shall utilize the WSDOT *Design Manual* methodology for analysis of needs at unsignalized intersection locations.

6.3.6.4 Truck Facilities

Truck turning radii as detailed in the WSDOT *Design Manual* and AASHTO Green Book should be provided where significant volumes of heavy trucks are expected. Truck climbing lanes, where warranted, shall be provided as detailed in the WSDOT *Design Manual* and AASHTO Green Book.

6.4 ROADWAY GEOMETRICS

6.4.1 SIGHT DISTANCE

The WSDOT *Design Manual* (Chapter 1260) and AASHTO Green Book each contain detailed discussion of the factors and assumptions associated with the calculation of stopping and intersection sight distance. Stopping Sight Distance (SSD) shall be available throughout all horizontal and vertical curves on all roadways without the need for additional easements or right-of-way unless otherwise approved by the City. For

the purpose of assessing SSD, the City requires a minimum object height of 0.5 feet and a driver's eye height of 3.5 feet. Minimum SSD shall be designed for wet pavement; the effects of grade shall also be accounted for grades steeper than 3 percent as follows:

Design Speed	Minimum SSD (feet)	Downhill Grade				
		3%	6%	9%	12%	15%
20 mph	115	116	120	126	132	141
25 mph	155	158	165	173	183	197
30 mph	200	205	215	227	242	262
35 mph	250	257	271	287	308	335

Entering Sight Distance (ESD) must be considered at all roadway intersections, at driveway approaches from which vehicles are permitted to turn left across opposing traffic, and at intersections of residential driveways with roadways not meeting current SSD requirements. ESD for a residential driveway approach to a local road within a subdivision is not required if the road has been designed and constructed to meet SSD requirements. The following table summarizes minimum ESD requirements:

Posted / Legal Speed (mph)	25	30	35
ESD (feet)	295	355	415

Entering Sight Distance values are based on an object height of 3.5 feet and a driver's eye height of 3.5 feet set back from the edge of the travel way at least 10 feet for residential and minor driveway approaches, and 14.5 feet for major driveway and road approaches. Special consideration shall be given when stop bars are used, ESD shall be measured 8 feet back from such stop bars. Further, ESD must be calculated for situations that involve road approach grades in excess of 6 percent to account for the reduction in vehicle acceleration and deceleration.

In situations where the entering sight distance is questionable, the City Engineer may require the Engineer to prepare an entering sight distance diagram, together with appropriate field measurements, and submit them for review prior to the approval of the construction plans. The diagram and measurements shall be stamped and signed by the Engineer.

Locations along a through road from which vehicles are permitted to turn left across opposing traffic, including intersections and non-residential driveway approaches, should have sufficient sight distance to accommodate the left-turn maneuver. Entering and exiting sight distance for minor and major driveway approaches is a vital consideration where parking is permitted. Exiting Sight Distance along the through road shall be as follows, based on a left turn by a stopped vehicle:

Posted / Legal Speed (mph)	25	30	35
Exiting Sight Distance (feet)	205	245	285
For each additional opposing through lane (feet)¹	+19	+22	+26

¹ Adjustment for multi-lane roads: For left-turning vehicles that cross more than one opposing lane, add distance shown for each additional lane to be crossed.

6.4.2 HORIZONTAL

Refer to the WSDOT *Design Manual* and AASHTO Green Book for horizontal alignment and superelevation design requirements, unless otherwise noted.

The roadway's physical centerline must match as much as possible the right-of-way centerline, unless otherwise approved by the City Engineer. When widening existing roads, the Engineer must design the widening symmetrical about the existing right-of-way centerline alignment whenever practicable (see 6.4.4, below). Road curves should be designed with as large a radius curve as practical, with a minimum radius controlled by the appropriate design speed. Road alignment within plat boundaries should closely fit the existing topography to minimize cuts and fills.

The design for horizontal curvature in Edgewood shall be as follows:

Design Speed (mph)	Minimum Centerline Radius (feet)
20	100
25	185
30	300
35	460

The normal roadway cross slope for new construction is 2 percent unless the road is in superelevation or an intersection design requires a varying slope. When widening an existing road, a maximum cross slope of 4 percent may be permitted, with grinding and/or overlaying of the existing roadway being required as applicable to achieve this (see 6.4.4, below). The maximum allowed superelevation rates "e" are as follows:

Road Class	Max "e"
Principal Arterial	0.04
Minor Arterial	0.04
Collector	0.04
Local Street	0.02

Superelevation is not recommended for use on non-arterials. When superelevation is used, the required superelevation runoff length shall be provided in accordance with the AASHTO Green Book, and distributed in accordance with Design "A", Superelevation Transitions for Highway Curves, contained in the WSDOT *Design Manual*.

The use of reverse curves and compound curves is strongly discouraged. When reverse curves are unavoidable, the Engineer shall provide adequate tangent lengths between reverse curves for superelevation runoff for both curves (that is, from full superelevation of the first curve to level to full superelevation of the second curve) when superelevation is used.

Curve widening shall be considered and designed, when warranted, in accordance with the AASHTO Green Book.

6.4.3 VERTICAL

Refer to the WSDOT Design Manual and AASHTO Green Book for vertical alignment (curves and grades) design requirements, unless otherwise noted. In general, proper drainage design will dictate the minimum allowable grades along roadways. Tolerable maximum grades will vary with road use and classification. Intersections on steep grades should be avoided whenever possible. Ease of access for emergency vehicles shall also be considered when establishing grades.

The maximum gradient on any new or reconstructed road shall not exceed the following:

Road Class	Max Profile Grade
Principal Arterial	8%
Minor Arterial	8%
Collector	10%
Local Street	12%
Cul-de-sac / Turnaround Area	6%

The centerline and gutterline gradient of any road shall not be less than 0.7 percent when an asphalt concrete gutterline is used, and not less than 0.4 percent when a cement concrete gutterline is used. The centerline gradient of any road shall not be less than 0.7 percent when drainage is not contained.

All changes in grade greater than 1 percent shall be connected by a vertical curve. All vertical curves shall be symmetrical parabolic curves. Vertical Sag Curve design shall be based on an assumed non-illuminated roadway's visibility which should be long enough so that the automobile light beam distance is nearly the same as the stopping sight distance. Vertical Crest Curve design shall be based on stopping sight distance for wet pavement.

Design speeds for vertical curves located within the area controlled by a STOP sign or on the perpendicular street approaching a "T" intersection can be reduced in accordance with the anticipated speed of the vehicle approaching the STOP control or the Yield condition of the "T" intersection.

6.4.4 ROADWAY WIDENING AND OVERLAY

As stated under 6.4.2 above, the Engineer must design the widening symmetrical about the existing right-of-way centerline alignment whenever practicable. When this widening results in constructed improvements on both sides of an existing roadway, then a full width overlay of the roadway shall be provided. When the widening is provided on one side of the existing roadway, then an overlay of that half of the roadway shall be provided. In this case, the existing pavement shall be ground down near the old centerline where the overlay would match the untouched half of the traveled way to provide a good match without the need to feather the overlay depth.

The Engineer may request approval from the City to deviate from symmetrical widening, if engineering judgment determines asymmetrical widening to be more appropriate. Situations that may be appropriate for asymmetrical widening include but are not limited to: utility conflicts, right-of-way impacts, terrain features, or the addition of a new right-turn lane / pocket only.

For roadway widening, the improvement shall be constructed to full width to the end of the project site frontage or required channelization of taper transitions, whichever is further. Additional storm drainage improvements may be required as a result of required roadway widening in order that the additional storm runoff generated by the widening will be satisfactorily controlled per City storm drainage requirements. Additional roadway elements (curbs, gutters, sidewalks, etc.) must be included in the improvement as appropriate to bring the roadway section up to current standards, unless otherwise approved by the City. Any existing roadway elements disturbed by the improvements must be replaced in kind or better.

6.5 ROADWAY ELEMENTS

6.5.1 DRAINAGE

All drainage elements associated with the roadway design and construction or draining into or out of the roadway and within the project boundaries shall be designed in accordance with the requirements of Chapter 5.

6.5.2 UTILITIES

The primary purpose of right-of-way is to serve vehicular and non-motorized travel. In accordance with state law, utility facilities may be accommodated in road right-of-way. Use of the right-of-way by utilities should be planned to minimize interference with traffic using the road. Industry-recognized principles provide for general location and construction of utilities to minimize conflict between the use of the road right-of-way for vehicular and non-motorized travel and for its secondary purpose of providing space for location of utilities. However, all public and private utility installations within City road right-of-way shall conform to the requirements outlined in the *Manual on Accommodating Utilities in Pierce County Rights-of-Way*, as adopted under EMC 12.02.

It will be the Engineer's responsibility to coordinate with all utilities to see that the utilities are located in accordance with these standards, and that the installation work is coordinated with the road construction work. Above-grade utility facilities shall be located such that they do not interfere with sight distance, traffic signing and signals, drainage culverts, or other roadway features (including shoulders and sidewalks). Further, utility poles are not permitted within any roadway shoulder, buffer, or sidewalk area without approval of the City Engineer.

Improper location or construction of utilities will be sufficient reason for the refusal of the City to accept a road for dedication and maintenance.

Utility trenching or transverse cuts in roads constructed or resurfaced within the last ten years will be discouraged. They will not be permitted unless it can be shown that an alternative such as boring, jacking, or relocating outside the paved roadway area is not feasible. Utility trenching or transverse cuts may be allowed if the utility can be installed just prior to reconstruction or overlay of the road.

6.5.3 PAVEMENT

Paving and subgrade material for impermeable non-arterial roads shall be in accordance with the Standard Details in Appendix F. Paving and subgrade materials for permeable non-arterial roads shall be in accordance with the Stormwater Management and Site Development Manual. Paving and subgrade material for arterial roads will be based on a pavement design analysis made by the Engineer. Supporting design criteria and calculations must be submitted to verify the design; however, in no case shall the design be less than that required for non-arterial roads. Paving for all roads shall be Hot Mix Asphalt CI½ 1/2 inch.

Pavement design for a principal arterial road shall be for a 30-year performance period. Pavement design for minor arterials and collectors shall be for a 20-year performance period. Design criteria and standards established by AASHTO, WSDOT, the Asphalt Institute, or other nationally recognized organizations may be used to determine paving and subgrade depths and types of materials for the roadway section. Non-destructive testing or a falling weight deflectometer or a modulus value established by a geotechnical engineer should be used to determine the material characteristics of the existing soil conditions for the pavement design.

6.5.4 LANE WIDTHS

Lane widths shall be in accordance with the typical sections shown in the Standard Details in Appendix F. All intersection departure lanes (i.e., the egress lanes for traffic leaving the intersection) shall be designed with sufficient width to accommodate the vehicle tracking path of the appropriate design vehicles.

6.5.5 SHOULDERS

Shoulders shall be provided consistent with the roadway cross-sections shown in the Standard Details in Appendix F.

If a roadway designed with shoulders has been identified for use as a part of the non-motorized, bicycle facility network, the shoulders shall be paved. Where curb, gutter, sidewalk is provided and where future bike lanes or restriping for additional traffic lanes are envisioned, paved shoulders shall be provided between the traveled way and the curb and gutter as required by the City.

6.5.6 CURBS

Acceptable curb designs are provided in the Standard Details in Appendix F. Asphalt concrete raised edges and asphalt concrete barrier curbs may be considered for use in certain areas of the City, as determined by the City engineer, and must be constructed integrally with the pavement when used.

6.5.7 PEDESTRIAN AND BICYCLE FACILITIES

Pedestrian and bicycle facilities shall be provided consistent with the roadway cross-sections shown in the Standard Details in Appendix F.

Pedestrian facilities shall be provided as a part of any newly constructed or reconstructed road, in compliance with adopted City plans. Appropriate pedestrian crossing warning devices and lighting will be required for any proposed mid-block crossings. Shared-use paths may be located adjacent to the roadway (in lieu of a standard sidewalk), separated from the roadway by a buffer, or be separated from the roadway improvements entirely.

6.5.7.1 Sidewalks and Walkways

Sidewalk facilities shall be constructed of cement concrete materials. Walkway facilities shall be constructed of asphalt concrete materials. Curb ramps and sidewalk / walkway facilities shall meet the requirements of the "Americans with Disabilities Act" and Standard Drawings in Appendix F.

6.5.7.2 Shared-Use Paths

Shared-Use Paths are not normally expected within the road right-of-way, except in situations where the facility is part of an adopted plan. Minimum width of a shared-use path is 10 feet, and there shall be a 2-foot graded area on each side of the shared-use path where practicable. When preparing a shared-use path design, the Engineer should consult the *Guide for the Development of Bicycle Facilities*, as published by the American Association of State Highway and Transportation Officials and the Standard Details in Appendix F.

When pedestrian or bicycle facilities are provided as an independently constructed improvement along the frontage of property abutting an existing road, such

improvement shall be constructed in accordance with the provisions outlined in these Public Works Standards in a location approved by the City Engineer.

6.5.8 BUFFERS AND MEDIANS

A buffer is that area between the back of curb and near edge of the pedestrian facility. Buffer widths shall conform to the Standard Details in Appendix F. The maximum height of vegetation, except for street trees, placed in a buffer shall be 24 inches above the roadway surface, provided no safety related concern is created. Street trees (as approved by the City) are allowed within the buffer area on local streets within the boundary of a subdivision, provided no safety or visibility related concern is created. Street trees are only allowed within the buffer area on an arterial or collector street in designated zones where placement will not create a safety or visibility issue, upon review and approval by the City Engineer. Utility poles shall not be located within the buffer area.

A median is that raised area within the roadway separating opposite directions of vehicular traffic. Medians may be allowed in accordance with the Standard Details in Appendix F. The maximum height of vegetation, except for street trees, placed in the median shall be 24 inches above the roadway surface. Street trees may be allowed within the median on a local street within the boundary of a subdivision, provided the trees conform to the type and size approved by the City and will not result in a safety or visibility issue. The placement of utility poles in the median area is not allowed under any circumstances.

Storm drain infiltration systems may be allowed within a buffer or median provided adequate soils exist (as determined by the City Engineer) and safe maintenance access can be achieved.

6.5.9 CLEAR ZONE

The Engineer must be aware of the extensive tables of recommended clear area distances both in the "AASHTO Green Book" and WSDOT Design Manual. It must also be recognized, however, that serious accidents on low volume roads, especially on those below 200 ADT, are rare occurrences. At this low end of the scale, the cost of providing the recommended clear area may be cost-prohibitive. Research undertaken to re-evaluate the safety needs on local streets states that the suggested values for side slopes and clear zones should be recognized as idealistic objectives. A more realistic approach to roadside safety on local streets should depend on achieving a balance between the cost and the safety effectiveness of the design treatment.

It is further stated that while the application of such an analysis to local streets indicates individual roadside safety treatments yield very small safety contributions, some low-cost improvements do appear to be cost effective, especially on the outside of curves. The removal of certain trees and relocation of utility poles may be recommended. Also cited as being cost effective are the placement of guardrail above steep slopes, removal

of unnecessary guardrail on flat slopes, and the flattening of steep but low embankments. In this regard, it is most important that the Engineer is aware of pertinent published recommendations and associated research. In the final analysis, the Engineer must apply their own professional judgment in making the final design decisions, and be prepared to defend and justify them if necessary.

6.5.10 ROADSIDE CONTROL

6.5.10.1 Cut/Fill Slopes

Fill slopes shall be constructed no steeper than 2 H: 1 V for curbed sections and 4 H:1 V on shoulder sections. Cut slopes shall be no steeper than 2 H: 1 V without geotechnical engineering justification, or 1 H: 1 V with geotechnical engineering justification. Flatter slopes are preferred and will be required if there are indications that the earth is unstable and subject to sliding, sloughing, or erosion. Fills are to be constructed using appropriate materials, compaction methods, and construction techniques to ensure stability.

Side slopes shall be stabilized by grass sod, hydroseed, other planting or surfacing materials, or by the use of other material types acceptable to the City. Side slopes may also be flattened to accommodate utility placement. Side slopes higher than 15 feet shall be terraced with 5-foot minimum wide bench for every 15 feet of vertical height sloped to drain properly.

6.5.10.2 Mailboxes

Mailboxes shall be installed as far removed from the driving portion of the right-of-way as possible, so as not to obstruct sight distance, yet still be accessible to the U.S. Postal carrier. Mailbox supports shall be of breakaway design. U.S. Postal Service approval of type and design shall be required and any details provided by the U.S. Postal Service shall be included in the set of construction plans. Mailboxes shall maintain minimum clearances in accordance with ADA requirements and shall not obstruct sidewalks and/or walkways.

6.5.10.3 Landscaping

Street trees and other vegetation over 18 inches in height located within City right-of-way shall be placed a minimum of 3 feet back from the gutter line. Street trees shall be placed a minimum of 2 feet from any pedestrian facility and conform to the type and size outlined in Title 18 of Edgewood Municipal Code. Additionally, street trees used within City right-of-way shall not conflict with overhead utilities, traffic control devices, sight distance or visibility requirements, and root development shall not conflict with underground utilities, pavement, curbs, sidewalks, walkways, shared-use paths, or storm drainage facilities. Irrigation systems not specifically permitted or licensed by the City Engineer must be installed on private property.

6.5.10.4 Guardrails

Consult the *WSDOT Design Manual*, *AASHTO Roadside Design Guide*, and *FHWA Barrier Guide for Low Volume and Low Speed Roads* to determine guardrail design and needs.

If it has been established that guardrail is justified on a particular improvement, the Engineer must determine the best location, type of construction, and post-spacing that would be most appropriate for the function and anticipated traffic volume of the facility. The designer should be aware that warrants and designs developed for high-volume, high-speed facilities are not necessarily appropriate for low volume and/or low speed locations.

6.5.11 ON-STREET PARKING

When properly located, on-street parking can supplement off-street parking facilities. However, it should be allowed only where conditions are safe and where the impact on traffic flow is acceptable. On-street parking shall be allowed only with the approval of the City Engineer. Inappropriate on-street parking may impede traffic flow, contribute to accidents, or cause congestion. On-street parking will not be permitted along principal arterials. When used in residential developments, parallel parking areas or bays shall be delineated by the use of curb and gutter; Curb bulb-outs may be used at the intersections and other appropriate locations to separate the parking area from the through vehicular lanes of travel. The Engineer's design for on-street parking and curb bulb-outs shall be consistent with the Standard Details in Appendix F.

6.5.12 DEAD ENDS AND TURNAROUNDS

When designing a local street opened at one end only, the Engineer shall provide for a vehicle turnaround area typically referred to as a cul-de-sac bulb. The bulb area should be circular and have a radius appropriate for emergency vehicles. Acceptable designs for cul-de-sac bulbs are provided in the Standard Details in Appendix F. Cul-de-sac bulbs shall not be designed with superelevation. Temporary cul-de-sac bulbs (see 6.3.2.3) are not allowed without the written approval from the City Engineer.

Hammerhead-style turnarounds may be considered on Shared Access Facilities and other private vehicular access facilities, upon City Engineer approval, in accordance with the Standard Details in Appendix F.

6.5.13 VERTICAL CLEARANCE

All roads, cul-de-sacs, and turnarounds must have a minimum vertical clearance of 16.5 feet.

6.5.14 OBSTRUCTIONS IN PUBLIC ROAD RIGHT-OF-WAY OR PRIVATE ROAD EASEMENTS

Obstructions normally located on private property, including but not limited to fences, landscaping retaining walls, basketball hoops, or yard fixtures are not allowed within the public road right-of-way or private road easement.

Obstructions such as street lighting poles, power poles, utility boxes, telephone boxes, street trees, and/or landscaping material shall not be allowed in a manner or location that will interfere with the traveled surface, pedestrian area, and shoulder area.

Sight obscuring objects must be located so that required sight distances are still provided as required in these Public Works Standards.

6.6 ACCESS AND INTERSECTIONS

6.6.1 ACCESS CONTROL

Driveway approaches and intersection location, spacing, and design are fundamental to the management of access and preservation of capacity provided for in the roadway design. The functional classification of each roadway addresses the appropriate level of access control for that roadway. The Engineer may be required to furnish an access plan that will be used by the City to review what impact the proposed access will have on the road system.

Design criteria used for residential and commercial driveway approaches are outlined below. Roadway intersection design criteria are to be used whenever an approach roadway intersects another road, or if traffic signalization is warranted as defined in the current edition of the *Manual on Uniform Traffic Control Devices*. All roadway intersections, public or private, will use roadway intersection design criteria.

When a three or more lane approach is requested, a traffic engineering study along with a signing, striping, and traffic channelization plan shall be completed by the Engineer.

The adequacy of all criteria given in this section to the particular situation in question should be checked by a proper engineering analysis. These criteria are minimum guidelines only and may be modified according to traffic volumes and mix, topography, design speed, design vehicle requirements, and other conditions.

6.6.1.1 General Criteria

The specific geometric requirements for all driveway approaches are contained in the Standard Details in Appendix F. Roadway and driveway approaches, public or private, should be designed so as not to interfere with drainage.

For intersections and driveway approaches, the following general design criteria shall apply:

- A. Intersections shall not be located on curves with radii that are less than the minimum required for 5 mph above the design speed. Intersections shall be located a sufficient distance along or away from all curves to

provide and maintain proper sight distance for vehicles on the intersecting road or driveway approach and on the through road.

- B. Intersections within a local street system should be of the “T” type or four-leg wherever possible; for lower volume and speed facilities, “L” type intersections may be acceptable upon City Engineer approval.
- C. Multi-leg intersections (i.e., those with more than four legs) are not permitted.
- D. Whenever a potential feasible access exists to any property from two or more roads, the City may refuse access from the higher-classified road.
- E. Whenever a potential feasible access exists to any property from both a public road and private easement, the City may refuse access from the public road.
- F. Access to corner lots should be from the lesser-classified road at the greatest distance possible from the intersection.
- G. The number of intersections should be minimized as much as possible, particularly as classification of the affected roads increases. Intersection spacing should be maximized wherever possible.
- H. New access locations internal to the platting of property shall be unified whenever possible to create the fewest number of access points onto a road if they access roads of a classification higher than a local street. Lots of record in existing formal plat subdivisions, short plats, and large lots not served by driveway approach shall be permitted a minimum of one residential driveway approach.
- I. Entering sight distance for a proposed intersection (public or private) or driveway approach shall be provided in accordance with Section 6.4.1.
- J. Access to the abutting property shall be controlled along the access centerline from the right-of-way or easement into the property for a distance of 80 feet on a major driveway approach and 20 feet on a minor driveway approach unless otherwise approved by the City.
- K. The minimum distance between the paved edge of a driveway approach and the face of an obstruction, including above-grade utility appurtenances, shall be no less than 4 feet without curbing and no less than 3 feet with curbing on the approach.

Notwithstanding the requirements of this section, the number and location of driveway approaches and intersections may be more restrictive than described herein if deemed necessary by the City Engineer. The City shall base the determination on existing and projected traffic volumes and channelization/signalization on the existing road, turning movements generated by the existing and/or proposed project(s), the amount of lot frontage along the road, and other applicable traffic design criteria, as well as other driveway approaches in the vicinity of the proposed access.

In order to minimize the number of conflicts between vehicles entering and exiting the roadway and vehicles traveling along the roadway, the Engineer is encouraged to exceed the minimum distances between a proposed driveway approach or proposed road intersection and existing intersections and driveway approaches along either side of the roadway.

6.6.2 DRIVEWAY APPROACHES

No person, party, firm, corporation, or entity shall construct, repair, alter, maintain or use any approach from any abutting property to any public or private road located in City of Edgewood, be it permanent or temporary, without first obtaining a Driveway Approach Permit from the City. A copy of each Driveway Approach Permit shall be available for inspection at the site during the life of the permit. Any change of use or any improvement that increases the traffic volumes using an existing driveway approach will require the obtaining of a new Driveway Approach Permit and must otherwise comply with all standards.

Driveway approaches are deceptively simple in appearance and often do not receive the design consideration that they merit. Commonly overlooked design issues include inadequate radii at the intersection with the roadway, excessive approach grades and grade changes within the driveway approach area, inadequate width, and inadequate entering sight distance.

Driveway approach design needs to address the type of vehicle composition anticipated, traffic volume, and land use activities being accessed. Driveway approach placement needs to be carefully determined to minimize interference with normal roadway operation. Closely spaced driveway approaches are discouraged.

The design of the driveway approach is broken into three general classifications, which are:

- Residential Driveway Approach serves up to two single-family residences or one duplex unit, and infrequently used accesses such as for storm drainage facility maintenance.
- Minor Driveway Approach serves multi-family and commercial uses with approach traffic volumes of up to 1,500 vehicle trips per day or up to 150 vehicles trips per peak hour, or for Shared Access Facilities.
- Major Driveway Approach serves multi-family and commercial uses with

an approach traffic volume of 1,500 or more vehicle trips per day or 150 or more vehicle trips per peak hour.

When multi-access points are allowed to serve one site, each driveway approach must conform to the applicable driveway approach classification.

6.6.2.1 Residential Driveway Approach

Residential Driveway approaches shall be constructed in accordance with the Standard Details in Appendix F. Grading and restoration of an access beyond the end of the driveway approach shall be done to provide a smooth, passable, and safe transition.

There shall be no more than one residential driveway approach onto any road for any one residence unless otherwise approved by the City Engineer. The second approach may only be approved when the applicant clearly demonstrates the need and that the safety on the road system will be improved, to the satisfaction of the City Engineer.

Residential Driveway approaches shall be constructed the maximum practical distance from an intersection. At least 35 feet separation shall be provided between a Residential Driveway Approach and an intersection, as measured from the nearest road right-of-way or easement/tract line of the intersection to the nearest edge of the approach. In the case where adequate lot frontage is not sufficient to provide the required separation from an intersection, the driveway approach should be located the maximum practical distance away from the intersection.

When lots are created or altered through a land use process, Residential Driveway Approaches will not be permitted onto roadways with either an arterial or collector classification. Further, particularly when lots with minimal frontage are used, the layout and design of the lots should use creative techniques to maximize access spacing from intersections. Techniques for maximizing this spacing may include a shared facility with an adjacent lot away from the intersection; locating property lines such that any lot extends no further than halfway into an intersection; and, providing open space (or other use) tracts between lots at intersections.

For existing lots with no alternative access to a lower classified roadway, Residential Driveway Approaches on a collector or an arterial roadway shall be located a minimum of 10 feet from the side property line, as measured from the property line to the nearest edge of the access.

6.6.2.2 Minor and Major Driveway Approaches

Minor and Major Driveway Approaches shall be constructed in accordance with the Standard Details in Appendix F. Grading and restoration of the access beyond the end of the driveway approach shall be done to provide a smooth, passable, and safe transition to the existing facility.

Minor and Major Driveway Approaches shall be located a minimum of 125 feet from an intersection, as measured from the nearest road right-of-way or easement/tract line of the adjacent intersection to the nearest edge of the approach. Along an arterial roadway they may also be located directly across from a collector or local street intersection. Physical site conditions and spacing of existing driveway approaches may cause the City to require another location. Access to a corner lot with a frontage less than 155 feet in width will be established on a case-by-case basis by the City, with the driveway approach located to maximize safety, which may require a “right in/right out” only access configuration.

Minor Driveway Approaches shall be located a minimum of 20 feet from the side property line, as measured from the property line to the nearest edge of the access. Similarly, Major Driveway Approaches shall be located a minimum of 30 feet from the side property line. Alternatively, they may be located on the property line as a shared access.

The number, location, and size of Minor and Major Driveway Approaches shall be determined by the volume and type of traffic generated by the development, other driveway approaches in the vicinity of the proposed approach, the amount of lot frontage along the road, and channelization/traffic control on the road along the lot frontage. When multiple approaches to one parcel or development are permitted, they shall not be less than 125 feet apart, measured from centerline to centerline. A minimum of two driveway approaches will be required for developments that will generate 3,000 ADT or more unless other mitigating measures are approved by the City.

6.6.2.3 Construction Criteria

All driveway approaches shall be constructed in accordance with the Standard Details in Appendix F. Driveway approaches along roadways being widened or reconstructed shall, where practical, be improved to current standards, but in no case shall be less than pre-existing substandard conditions.

6.6.2.4 Temporary Driveway Approach

Temporary access needs for any parcel of land require a Temporary Driveway Approach, reviewed and approved under the Right-of-Way Permit process and subject to City Engineer approval. Temporary Driveway Approaches shall be located such that the required entering sight distance for the road being accessed is met. In the event entering sight distance is not achievable, traffic control shall be provided in accordance with the MUTCD whenever the access is in use. The City may also set requirements for traffic control as needed dependent on the type of vehicles entering the road system (i.e., large trucks may require flaggers even though entering sight distance is available).

Temporary Driveway Approaches in general shall be gravel, but the City may require paved approaches to avoid damage to the existing roadway edge, or to minimize the tracking of gravel onto the road surface.

All Temporary Driveway Approaches must be removed and the right-of-way restored within 180 days from the date of written approval, or within 30 days of any associated Temporary Use Permit's expiration, whichever occurs first.

Restoration of the City right-of-way means to restore the road, shoulder, and storm drainage system to the condition they were in prior to construction of the Temporary Driveway Approach.

Removal of the Temporary Driveway Approach means to permanently close the approach by blocking, berms, fencing, or other method suitable to the City.

No site work may commence until written approval for the Temporary Driveway Approach has been issued by the City and the temporary approach has been constructed and inspected.

Prior to approval of a Temporary Driveway Approach, a financial guarantee may be required in accordance with EMC 12.05.

6.6.3 ROADWAY INTERSECTIONS

The following guidelines encourage the preservation of capacity and safe operation of roadways through intersection location and design. Please refer to the WSDOT *Design Manual* and AASHTO Green Book for additional information.

6.6.3.1 Spacing

The minimum distances between any roadway approach onto any other roadway, measured from centerline to centerline of the roadway, should apply for either same side or opposite sides of the primary street:

Local Streets Intersecting Local Streets	125 Feet
Local Streets Intersecting Arterials or Collectors	250 Feet
Collectors Intersecting Collectors	600 Feet
Arterials Intersecting Arterials	1/4 Mile

A new collector that creates a four-leg intersection shall be permitted along an arterial or collector when located directly opposite either a local street, collector, or arterial.

A new local street that creates a four-leg intersection shall be permitted only along an arterial or collector when located directly opposite a local street or collector.

A new arterial roadway that creates a four-leg intersection opposite a local street requires City Engineer approval.

The required separation of a roundabout from an adjacent intersection shall meet the following criteria:

- A minimum distance of 300 feet, measured from the end of the raised splitter island to the centerline of the adjacent local road intersection, provided a traffic/queuing study determines that this distance is sufficient to accommodate any left-turn storage needs for traffic exiting the roundabout and turning left into the adjacent intersection.
- Where the adjacent intersection is a “Tee” such that traffic exiting the roundabout will only be either going thru or turning right into the adjacent intersection, the distance may be reduced to 200 feet with the approval of the City Engineer.
- For adjacent arterial roadway intersections, greater distances may be required, as determined by the City Engineer.

6.6.3.2 Angles

Proposed roads should intersect one another as close as practicable to 90-degree angles. If a 90-degree angle is not possible, the variation shall not be more than 15 degrees without City Engineer approval. In order to achieve the desired vehicle orientation to the roadway being entered, a minimum tangent length shall be provided between the roadway intersection and the beginning of any horizontal curve for the entering road. This minimum tangent length shall be 50 feet from the point of intersection of the roadways to the point of curvature of the horizontal curve.

6.6.3.3 Corner Radii

At road intersections, the following flow line radii are permitted:

Local Street – Local Street Intersection	25 Feet
Local Street – Collector Intersection	30 Feet
Local Street – Arterial Intersection	35 Feet
Collector – Collector Intersection	30 Feet
Collector – Arterial Intersection	35 Feet
Arterial – Arterial Intersection	35 Feet

Corner radii outside of the above ranges should be considered if the anticipated composition of traffic warrants such a need. The Engineer should prepare a turning path analysis to support consideration of larger corner radii.

6.6.3.4 Grades

When either of the road centerline profile grades within 35 feet of an intersection have a gradient of 8 percent or more, an intersection detail drawn to an appropriate scale must be included as a detail on the road construction plans. The detail will show spot elevations every 10 feet on the road centerline, around the curb return, and grate elevations for drainage structures in the intersection. The intersection plan must be clearly detailed to show flow line grades and how surface drainage will be controlled at

the intersection. Curb return data for lesser gradients shall be shown on the road construction plans.

At the intersection of different classifications of roads (e.g., an arterial with a collector), the centerline slope and typical cross section of the higher classified road should be carried through the intersection with the lower classified road matching in a manner which will not interfere with the smooth movement of traffic in the travel lanes of the higher classified road. (i.e., the centerline grade of the lower classified road should match the cross slope of the higher classified road through the higher classified road's travel lanes)

Where two roads of the same classification intersect, the centerline grade shall be matched at the center of the intersection with cross slopes varying through the intersection to allow drainage.

Roadway intersections shall be designed with landings that shall not exceed 1-foot difference in elevation for a distance of 30 feet approaching an arterial or 20 feet approaching a local road, measured from the nearest right-of-way (extended) or private road easement/tract (extended) of the intersecting roadway.

Profile grades for all road intersections (existing or proposed) shall be designed and constructed so that adequate sight distance is available at the intersection.

6.6.3.5 Extending Dead End Public Roads

Private road approaches shall not be directly extended from the end of a public road along the same alignment. Private road approaches to a public road at the public road terminus shall meet the "L" or "T" intersection criteria. In the event that there is not an existing public turnaround available (public cul-de-sac, public "T" intersection, or looped public road system) at the terminus of the existing public road, the "L" or "T" intersection area shall be dedicated to the public.

Minor and major driveway approaches shall not be directly connected to the end of a public road. Minor and major driveway approaches must connect to public roads at approximately a right angle to the roadway centerline in accordance with the applicable driveway approach standard details.

6.6.4 RAILROAD CROSSINGS

The roadway width across a railroad should be the same as the roadway width on each side of the crossing. Appropriate grade crossing controls should be provided (including advance warning signs) commensurate with the design speed of the facility and sight distance required. Maximum practicable sight distance at the crossing itself is desirable, especially on a mainline crossing where train speeds are high. Approval of any design affecting a railroad crossing shall be obtained from the Washington State Utilities and Transportation Commission prior to being approved by the City.

6.6.5 GATES

Standards for vehicular gates are intended to assure that:

- Emergency vehicles and users can safely and quickly gain ingress and egress.
- Vehicle queuing at a gate does not impact traffic on the road being exited.

Gates proposed to be located across the following facilities shall utilize the city's Vehicular Access Gate submittal checklist and comply with the standards contained in Appendix A of Pierce County's Manual on Design Guidelines and Specifications for Road and Bridge Construction:

- Private roads,
- Shared access facilities,
- Driveways that provide emergency vehicle access, and
- Easements for tracts that provide vehicular access.

Gates proposed to be located across the following facilities must only comply with the gate setback standards in the aforementioned Appendix A:

- Driveways that do not provide emergency vehicle access.
- Accesses for stormwater facility maintenance.

6.6.6 SHARED ACCESS FACILITIES

The maximum length of a shared-access facility serving ~~single family, or two family,~~ residential detached dwelling ~~unit and/or duplex~~ lots is 500 feet. The length of a shared-access facility serving commercial or industrial use lots shall not be greater than 500 feet, unless provisions are implemented that assure vehicle speeds of less than 20 miles per hour. Lengths are measured from the centerline/centerline intersection of the shared-access facility with the intersecting roadway.

Unless otherwise noted below or required by the International Fire Code as adopted under EMC Chapter 15.70, the minimum driving surface width of shared access facilities shall be as follows:

<i>Use / Purpose</i>	With Fire Sprinklers	Without Fire Sprinklers
<i>Residential, up to 2 dwelling units</i>	15'	15'
<i>Residential, 3 to 4 dwelling units</i>	20'	20'
<i>Residential, 5 or more dwelling units</i>	20'	24'
<i>All other uses</i>	22'	24'

In order to qualify for the reduced widths above, fire sprinklers must conform to National Fire Protection Association (NFPA) requirements. ~~Multi-family and commercial structures three stories and greater, or over 30' in height, shall have access roads in accordance with International Fire Code Appendix D105 to accommodate ladder trucks.~~

Shared-access facilities are required to be in private easements or private tracts. The easement or tract widths must exceed the driving surface width by at least six inches on each side. Also, the driving surface must be designed to allow for reasonable ingress and egress from each lot or garage. To be considered reasonable, the alleys access must be designed to minimize turning movements by a passenger vehicle (P vehicle as per the American Association of State Highway and Transportation Officials).

The following requirements apply ~~F~~for shared-access facilities that ~~are intended to~~ provide access for emergency vehicles~~;~~:

- Where access to a fire hydrant is provided, the minimum width shall be at least 26 feet per International Fire Code Appendix D103.
- When serving multi-family and commercial structures three stories and greater, or over 30 feet in height, the width shall be at least 26 feet per International Fire Code Appendix D105 to accommodate ladder trucks. Also, these facilities must be no closer than 15 feet, but no farther than 30 feet, to the subject building.
- ~~†~~The minimum ~~out~~inside turning radius~~i~~ for the driving surface shall be ~~45~~30 feet for all curves. ~~Otherwise, the driving surface must be designed to allow for reasonable ingress and egress from each lot or garage. To be considered reasonable, the alleys must be designed to minimize turning movements by a passenger vehicle (P vehicle as per the American Association of State Highway and Transportation Officials).~~

CHAPTER 7

BRIDGES AND WALLS

7.1 BRIDGES

Design of bridges shall be closely coordinated with the City Engineer in order to receive specific design direction and parameters, meeting the following minimum criteria:

Deck Width:	The minimum bridge deck width shall not be less than the design roadway width for the road being served. Roadway width includes lane width plus shoulder width. Bridge roadway width shall be measured between curbs or between face of rails, whichever is less, but in no case shall be less than 28 feet. Pedestrian facilities shall be provided on the bridge if the adjoining roadway has or will have sidewalks or walkways. Additional widening shall also be provided for bicycles if the road is an established bicycle route.
Live Loading:	HL-93
Other Loading:	AASHTO LRFD Bridge Design Specifications (Current Edition)
Vehicular Railing:	AASHTO LRFD Bridge Design Specifications (Current Edition)
Pedestrian Railing:	AASHTO LRFD Bridge Design Specifications (Current Edition)
Approach Railing:	AASHTO Crash Tested Rail, or Approved Crash Tested Rail
Vertical Clearance:	16.5-foot minimum over roadways; 23.5-foot minimum over railroads, unless additional clearance is required by railroad company. Clearances shall also be in accordance with Edgewood Flood Hazard regulations. Additional clearance may be required by the City Engineer.

Requirements for future resurfacing shall be duly considered.

Utility accommodation shall be in accordance with the Manual on Accommodating Utilities in Pierce County Rights-of-Way, as adopted under EMC 12.02.

The aesthetic aspects of the bridge will be reviewed on a case-by-case basis.

7.2 WALLS

Wall installations in the public right-of-way will be discouraged wherever practicable, and every effort should be made by the design engineer to grade the property in such a way as to avoid the installation of walls. If a wall is determined to be necessary, consideration shall be given to the design and placement of the wall to maximize the clear area, including placement of the wall outside of the right-of-way on private property. Any wall constructed within the roadway clear area shall have the appropriate barrier protection provided as determined by the Engineer.

A chain link fence or acceptable alternative shall be required at the top of a new or reconstructed wall if the height of the exposed face of the wall exceeds 30 inches. For walls less than 30 inches, the City Engineer may require a fence or other protection.

All retaining walls and reinforced slopes within City ROW, or walls or slopes that may affect City ROW, shall be designed in accordance with the WSDOT Geotechnical Design Manual and the following documents:

- WSDOT Bridge Design Manual
- WSDOT Design Manual
- AASHTO LRFD Bridge Design Specifications

The most current versions or editions of the above referenced manuals including all interims or design memoranda modifying the manuals shall be used. In the case of conflict or discrepancy between manuals, the hierarchy shall be those manuals listed first shall supersede those listed below them in the above list.

Geotechnical design criteria shall be provided by a geotechnical engineer. Plans and specifications for each retaining wall to be located within the City right-of-way shall be designed, stamped, and signed by an engineer.

Any retaining wall constructed for a roadway fill section shall provide a minimum one-foot setback from any portion of the wall to the right-of-way to allow for wall maintenance and inspection activities.

CHAPTER 8

TRAFFIC CONTROL AND LIGHTING

8.1 SIGNS

All traffic signs must conform to the MUTCD, as adopted by the State of Washington pursuant to WAC 468-95-010. All traffic signs within the City right-of-way shall be installed in accordance with the requirements of the City Engineer.

8.1.1 STOP SIGNS

Stop signs shall be installed by the proponent on all unsignalized local public road approaches to arterials or State highways, all private road approaches to arterial roads, and at other locations determined by the City Engineer as soon as the road approach is opened to vehicular use. The stop sign for a private road approach must be maintained by the property owner(s) that have legal access to the private road. Stop sign construction and location must be in accordance with the Standard Drawings.

8.1.2 STREET NAME SIGNS

Street name signs for private roads or driveway approaches shall be installed by the proponent. Street name signs for private roads and driveway approaches shall be maintained by the property owner(s) that have legal access to the road or approach. Street name signs for public roads will be installed and maintained by the City. Street name sign construction and location must be in accordance with the Standard Drawings. Street names and/or numbers shall be in accordance with Title 10.44 PCC. Street name signs for private roads and driveway approaches shall be installed prior to the final inspection.

8.2 PAVEMENT MARKINGS

Pavement markings are required on all arterials and roadways having channelization, consistent with the requirements of the City. Roadway striping, raised pavement markers (RPMs) or other traffic delineators shall be installed in accordance with the approved plans, the Standard Drawings, and the MUTCD (as adopted by the State of Washington pursuant to WAC 468-95-010).

RPMs can only be used along the right edge line at locations where an engineering study has determined the markers are essential to preserving pedestrian, bicycle, and motor vehicle safety. At the initiation of the engineering study, local bicycling organizations, the regional member of the State Bicycling Advisory Committee, or the WSDOT Bicycle and Pedestrian Program Manager shall be notified of the study for review and comment.

The City reserves the right to do all striping, buttoning, and delineation work. Reimbursement to the City shall be made before acceptance of the overall project for

dedication or maintenance and before the City releases the financial guarantee. The Engineer will indicate on the approved road construction plans that the City Engineer shall be contacted prior to construction to confirm the City's intent to do the work and charge the proponent or, if not feasible, require the proponent to do the work. If the City elects to do the work, the proponent will be required to submit a financial guarantee to the City in an amount established by the City before the work starts. Before any pavement marking work takes place, the Engineer and/or Contractor shall contact the City Engineer. An onsite meeting may be required to preview the work, markings, layout, and method of construction.

8.3 SIGNALS

Any new traffic signal proposed along State Route 161 must be supported by an Intersection Control Evaluation submitted to WSDOT for review and acceptance. Traffic signals proposed along other city streets shall be supported by a signal warrant analysis as identified in the most recent version of the MUTCD. Design of traffic signals, when required, shall comply with requirements in WSDOT *Design Manual* and WSDOT *Standard Plans for Road, Bridge and Municipal Construction*. New traffic signal locations shall be coordinated with the City and the electrical service provider.

8.4 ILLUMINATION

Many factors go into determining the need to provide lighting, the type of lighting configuration to be used in any given condition, and the placement of the street lighting supports and fixtures; thus, street lighting should not be placed indiscriminately along the roadway and the determination to provide street lighting should be coordinated with the City Engineer.

All design plans for street lighting that will be assumed by the City on public streets shall be specifically approved by the City prior to the beginning of construction.

For pedestrian- and/or vehicle-oriented light standards that will be assumed by others (e.g., franchised utilities, private entities), the proposed locations shall be shown on the roadway plans for review of compliance with any development requirements or conditions. The party responsible for operating the illumination system shall be identified on the plans.

Pedestrian- and/or vehicle-oriented illumination systems for public streets that will be operated by parties other than the City or franchised utilities shall be located outside of the public street right-of-way whenever practicable.

Light standards shall be placed such that the nearest face of the pole is a minimum of 6 feet back from the edge of traveled way when a curbed section is used. In no event shall the pole be placed closer than 2 feet from the face of curb, such as when a paved shoulder or a parking lane is provided. When no curb is used, the nearest face of the pole shall be placed a minimum of 10 feet back from the edge of traveled way, but in no

event shall the structure be placed closer than 0.5 feet from the back of shoulder. The light standard shall not be placed within any shoulder, sidewalk, walkway, or shared-use path. Additionally, light standards used within City right-of-way shall not conflict with overhead utilities, traffic control devices, sight distance or visibility requirements, and the base (subsurface) portion of the structure shall be flush with the surrounding ground elevation and shall not conflict with underground utilities, pavement, curbs, sidewalks, walkways, shared-use paths, or storm drainage facilities.

8.4.1 LOCATIONS

Street lighting is provided as a means of further enhancing traffic safety at the following qualifying locations:

- A. Signalized locations.
- B. When raised median channelization is installed within the traveled way to separate opposing directions of traffic and guide or prohibit left turning traffic.
- C. As a part of roadway construction projects, continuous street lighting on all arterials and collectors that are:
 - 1. Located in areas with a highly dense concentration of commercial development, and in areas that have a significant concentration of both commercial and high-density multi-family development, or
 - 2. More than two continuous lanes in width (excluding isolated turn pockets).
- D. Arterial locations having high reported accident histories in which a significantly large proportion of those accidents occurred at night.
- E. Intersections that have been identified for future signalization where lighting can be economically installed on a short-term basis.
- F. Locations that are identified, authorized, and funded by the City for traffic and pedestrian safety in the following areas:
 - 1. Established walking routes to a specific public school.
 - 2. Walking routes to a specific public park.
 - 3. Other locations determined in consultation with a school district or law enforcement agency for student and pedestrian safety purposes.

8.4.2 LIGHTING STANDARDS

Where lighting is installed, the following minimum requirements shall apply:

- A. Lighting design levels shall be consistent with the guidelines set forth in the most current versions of the following:
 - 1. “Roadway Lighting Design Guide”, published by AASHTO.
 - 2. “The Lighting Library – Lighting for Exteriors” IES Standards for lighting, published by the Illuminating Engineering Society.

The minimum required lighting levels shall be as follows:

Location	Minimum Average Maintained Horizontal Light Level (fc)	Minimum Light Level (fc)	Maximum Uniformity (fc)
Arterial Street	1.2	0.2	3:1
Collector Street	0.8	0.2	3:1
Arterial Intersection	2.0	0.2	3:1
Signalized Intersection/Roundabout	2.4	0.2	3:1
Midblock RRFB	2.4	0.2	4:1
Sidewalks along Arterial/Collector	0.4	0.2	4:1
Pedestrian Lighting (8.4.1 §C.1)	1.0	0.5	4:1

- B. For local street intersections and cul-de-sacs, the minimum average maintained lighting level shall be 4 lux (0.4 footcandles) with an average to minimum uniformity ratio of 6:1. The typical lamp used should not exceed 150 watt or equivalent, for energy efficient lighting such as LED or other approved options. Total downward luminaire efficiency should be at least 50 percent.
- C. All light bulbs shall have a 3K color temperature or equivalent.
- D. Lighting fixtures shall prevent light trespass into the sky and adjacent properties through methods such as shielding, downward directional lighting, or specialized fixture optics.
- E. Pedestrian-oriented light standards shall be Cyclone Prairie Fixtures mounted on 8'-tall decorative poles with Montreal Tall Base BCMON1942, as depicted in **Appendix XX**, or equivalent as approved by the City Engineer.
- F. Vehicle-oriented light standards shall be Puget Sound Energy standard fixtures mounted on decorative poles and arms with Montreal Tall Base BCMON2442, as depicted in **Appendix XX**, or equivalent as approved by the City Engineer. The pole height shall be 40' along State Route 161 /

Meridian Ave E, and 30' otherwise.

- G. For temporary installations by the City to address immediate safety concerns as determined by the Mayor, Puget Sound Energy standard fixtures may be mounted on existing utility poles. These installations should be cataloged or mapped to ensure they are replaced with decorative poles as detailed above as part of any future capital improvement project in that location.

8.4.3 STREET LIGHTING IN DEVELOPMENTS

Street lighting is required in all new developments at the following locations:

- A. Signalized intersections
- B. Intersections controlled by a “Stop” or “Yield” sign
- C. Uncontrolled intersections
- D. Mid-block pedestrian crossings
- E. The end of any cul-de-sac

8.4.4 OPTION FOR LIGHTING AT NON-CITY DESIGNATED LOCATIONS

Private individuals or homeowner associations are not granted permission to install lights within the City right-of-way. Privately owned and maintained lighting shall be located on private property.

8.5 TRAFFIC CALMING

8.5.1 BULB-OUTS

Concrete curb bulb-outs shall be in conformance with the Standard Drawings and installed at the following locations:

- On any street with designated on-street parking at crosswalks and intersections
- On any street within designated school zones at crosswalks and intersections
- Along minor arterial streets with open shoulders where it intersects other minor arterial and/or collector streets
- Except for locations with warning signals, along arterial and collector streets at crosswalks

8.5.2 SPEED HUMPS

The installation of speed humps is limited to local streets (reference Section 6.3.1.2.4). Speed hump design and construction shall be in conformance with the Standard Drawings. Speed humps shall not be placed within public right of way unless there is an objective public safety need that is demonstrated to and accepted by the City Engineer.

APPENDIX A

**RECORD DRAWING PREPARATION AND SUBMITTAL
REQUIREMENTS**

RECORD DRAWING PREPARATION AND SUBMITTAL REQUIREMENTS

Record drawings must be prepared by the engineer based on as-built survey data and shall mark them as "Record Drawings." The approved site development drawings shall be used as the base drawing for the record drawings. The record drawings shall be prepared using common drafting standards. It is preferred that the original design dimensions, elevations, etc., are struck through and the actual number is written immediately adjacent to the strike out. The record drawings must include the following:

1. Storm drainage detention, retention and water quality facility finished contours, elevations and dimensions such that key aspects of the approved design can be verified such as required detention volume, required retention volume, required volumes based on key elevations, overflow elevations, spillway elevations, invert elevations, orifice elevations, orifice sizes, etc.
2. Invert and rim elevations of catchbasins and pipe outfalls, pipe sizes, pipe slopes such that verifications can be made that conveyance systems have been built in accordance with this chapter.
3. Finished contours and key spot elevations for areas that require specialized or detailed grading such as areas that will be providing compensatory flood storage, or areas that provide for a stormwater overflow route.
4. Verification of required vehicle sight distances when requested by the city.
5. Total effective impervious area quantities for the project site summarized in a table on the cover sheet.

APPENDIX B

STORMWATER MAINTENANCE AGREEMENT

AFTER RECORDING RETURN TO:

City of Edgewood
Attn: Surface Water Management
10440 Dom Calata Way E
Edgewood, WA 98372

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

1. AGREEMENT TO MAINTAIN STORMWATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN

Grantor(s) (Last name first, then first name and initials)

2. [Insert Owner name / entity here]

Grantee(s) (Last name first, then first name and initials)

3. The City of Edgewood, Washington

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

4. [Insert abbreviated legal description here]

Assessor's Property Tax Parcel or Account Number: [Insert Parcel No(s) here]

Reference Number(s) of Documents Amended: N/A

**AGREEMENT TO MAINTAIN STORMWATER FACILITIES
AND TO IMPLEMENT A POLLUTION SOURCE CONTROL PLAN**

File Name: Insert Project Name
C.O.E. File No. Insert File No.

This Stormwater Maintenance Agreement is entered into this DAY day of MONTH, YEAR, by and between the City of Edgewood, a non-charter, optional code, Washington municipal corporation, (hereinafter the “City”), and Name(s) of Owner(s), describe Owner entity – examples: a single individual, a married couple, a limited liability corporation organized under the laws of the State of Washington doing business at Address of Owner(s) (hereinafter the “Owner”), all collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Owner is the owner of a certain real property in the City of Edgewood, commonly known as Insert street address of the Property, also known as Pierce County Parcel Number(s) Insert parcel number(s), (hereinafter referred to as the “Property”) which is legally described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the development of the Property, the Owner has agreed to construct, maintain and operate stormwater facilities and to develop a Maintenance and Source Control Manual (hereinafter referred to as the “Manual”), as required by Edgewood Municipal Code (EMC) Chapter 13.05. The stormwater facility design(s) and Manual were prepared on behalf of the Owner for the Property by Insert engineer’s name and address, copies of which are on file with the City of Edgewood; and

WHEREAS, the aforementioned design(s) provide(s) for on-site stormwater management facilities (collectively referred to as the “Facilities”) intended to reduce, detain, convey and manage stormwater runoff quantity and quality, for the public’s health, safety and welfare. The location and dimensions of these Facilities are shown and more particularly described in the Manual (developed in accordance with Volume I, Section 3.3.6 of the 2021 Pierce County Stormwater and Site Development Manual), which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the upkeep and maintenance of these Facilities and the implementation of pollution source control Best Management Practices (BMPs) are essential to the protection of water resources, and all property owners are expected to conduct business in a manner that promotes environmental protection; and

WHEREAS, the City requires that these Facilities be properly constructed and adequately maintained by the Owner, their successors and assigns, all as more particularly described in the Manual; and

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WHEREAS, the City further requires that the Owner implement the Pollution Source Control Program contained in the Manual;

NOW, THEREFORE, to further the goals of the City to ensure the protection and enhancement of City's water resources, and in consideration of the mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. All of the above Recitals are incorporated into this Agreement as if the same were included in the body of this Agreement.

Section 2. Construction. The Owner has constructed the on-site Facilities as shown and described in Exhibit B at no expense to the City of Edgewood, in accordance with the design specifications for the Facilities, and the standards in force at the City of Edgewood at the time of construction. The Facilities include all pipes, channels, or other conveyances built to convey stormwater to the Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. The Owner, their successors and assigns, agree to maintain the stormwater facilities in accordance with the Manual, and further agree to implement pollution source control measures in the Manual.

Section 3. Inspections. The Owner shall inspect the Facilities and submit an inspection report to the City annually, as described in Section 6 below. The purpose of the inspection is to assure safe and proper functioning of the Facilities. The inspection shall cover all Facilities, including but not limited to berms, outlet structure(s), pond areas, access roads, etc. Components of the Facilities which need maintenance or replacement in order to perform their design function(s) shall be noted in the inspection report along with the corrective action to be taken.

Section 4. Maintenance. The Owner shall:

- 4.1 Maintain the on-site Facilities at no expense to the City of Edgewood in accordance with the Maintenance and Source Control Manual.
- 4.2 Execute the following major maintenance on the Facilities, as applicable:
 - a. Sediment removal from ponds, conveyances, and catch basins;
 - b. Managing vegetation in wet ponds
 - c. Resetting control structure orifice sizes and elevations (if damaged);
 - d. Filter replacement;
 - e. Vacuum sweeping;
 - f. Pressure washing;
 - g. Adding baffles; and
 - h. Low Impact Development (LID) material maintenance.

All of the above shall be performed in accordance with maintenance standards and schedules adopted by the City, as prescribed in the Manual, and/or as instructed by the City Water Quality

Revised 11/2025

Inspector(s). Adequate maintenance is herein defined as good working condition so that these Facilities are performing according to their designed function(s).

Section 5. Record-Keeping. The Owner shall maintain a record in the form of a log book of steps taken to implement the Manual. The log book shall be available for inspection by the City staff at [Insert location of log book here], during normal business hours. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-up actions recommended. Maintenance items / problems listed in the Manual shall be inspected as specified in the attached instructions or more often if necessary. The Owner is encouraged to photocopy the individual checklists contained in the Manual and use them to complete inspections. These completed checklists would then, in combination, comprise the log book.

Section 6. Annual Report.

6.1 The Owner shall submit an annual report to the City regarding implementation of the Manual. The report shall be addressed to the City at the address in Section 13 of this Agreement. Any questions about the obligations of the Owner, its successors and assigns under this Agreement, should be directed to the City of Edgewood Surface Water Program at (253) 952-3299. The annual report must be submitted on or before May 15 of each calendar year, and shall include, at a minimum, the following information:

- a. Name, address and telephone number of the business(es), person(s) and/or firm(s) responsible for implementation of the Manual, and the person(s) completing the report;
- b. Time period covered by the report;
- c. A chronological summary of activities conducted to implement the Manual. A photocopy of the applicable sections of the log book, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with the Owner, include a copy of the invoices for the services;
- d. An outline of planned activities for the next year.

6.2 The City shall review the annual report and conduct a minimum of one (1) site visit per year to the Property in order to discuss performance, maintenance and source control deficiencies and required timeframes for correction with the Owner.

Section 7. Modifications to Facilities. The Owner shall prevent any unauthorized modifications to the Facilities and prevent them from being dismantled, revised, altered or removed, except as deemed necessary for maintenance, repair or replacement. Any such modifications will be covered under the Annual Report (Section 6 of this Agreement). Modifications to the Facilities must be approved in advance by the City and may require the submittal of revised design drawings, supporting calculations, modifications to maintenance requirements, and an application for a site development permit.

Section 8. City Inspection.

8.1 The City, its officials, employees or authorized agents, shall inspect the Property as set forth in Section 6.2 of this Agreement, or whenever the City deems necessary in accordance with EMC Chapter 13.05 and/or EMC Chapter 13.25. The purpose of City inspection is to conduct the required annual site visit, follow-up on reported deficiencies, missing annual report(s), and/or to respond to citizen complaints. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs, if necessary.

8.2 The Owner grants, bargains and conveys to the City, its officers, officials, employees and agents, an easement over the Property for access from public rights-of-way, abutting private roadways and/or private driveways, to the Facilities for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing, or replacing the Facilities for the purposes described in this Agreement and to the extent that the Owner fails to do so and as necessary to ensure the proper working condition of the Facilities as provided in this Agreement and the Manual. This grant includes a right of entry to the City at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the Facilities, as outlined in this Agreement.

Section 9. Owner Failure to Act.

9.1 If the City determines that maintenance or repair work is required to be done to the Facilities, the City shall give the Owner, and the person/agent in control of the Property, notice of the specific maintenance and/or repair timeframes for corrections. The City shall set a reasonable time for compliance that is consistent with maintenance standards in which such work is to be completed, which time shall not extend beyond thirty (30) days. Failure to complete the required maintenance or repair by the deadline established by the City may result in the initiation of the code enforcement procedures described in EMC 13.05.100 and/or EMC 13.25.080, which may include the imposition of penalties for noncompliance, and/or all other legal remedies allowed by law.

9.2 In the event the Owner fails to maintain the Facilities in good working condition as specified in this Agreement and the Manual within the deadline set forth in the City's written notice to the Owner of such deficiencies, then the City, its authorized officers, officials, employees and agents may enter upon the Property and take whatever steps necessary to correct the deficiencies in the inspection report or maintain/repair the Facilities and bill the Owner for such expense.

If, however, if the Owner's failure to properly maintain the Facilities could cause damage to property, loss of life or a violation of the NPDES Permit, the City, or its designated representative, may take immediate action, without notice to the Owner, to maintain or repair the Facilities. The City shall notify the Owner of such emergency and entry as soon as possible but in no event later than twenty-four (24) hours after such entry. Alternatively, the City may notify the Owner by phone to take whatever reasonable action is necessary within a specified period of time. Should the Owner fail to respond, or should the Owner inform the City that the Owner does not intend to respond within the specified period of time, the City, its officers, employees and agents may enter immediately upon the Property.

It is expressly understood and agreed that the City is under no obligation to maintain or repair such Facilities, and in no event shall this Agreement be considered to impose any such obligation on the City.

9.3 In the event that the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. In the event that the Owner fails to pay the City for the costs incurred under this Agreement, the City shall impose a lien for the costs of such work upon the Property. Such lien shall be recorded in the records of Pierce County, as required by law, together with an affidavit identifying the property to be charged with the lien, stating the amount thereof and making reference to this Agreement. Interest on such payment shall accrue at the current rate of liquidated judgments until paid in full.

10. No Liability on the City. This Agreement imposes no liability of any kind whatsoever on the City. **THE OWNER, THEIR SUCCESSORS AND ASSIGNS, AGREE TO HOLD THE CITY HARMLESS FROM ANY LIABILITY IN THE EVENT THE FACILITIES FAIL TO OPERATE PROPERLY. THE OWNER, THEIR SUCCESSORS AND ASSIGNS HEREBY COVENANT AND AGREE AND DO HEREBY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF EDGEWOOD, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE CONSTRUCTION, PRESENCE, EXISTENCE, OR MAINTENANCE OF THE FACILITIES.**

11. No Buildings to be Constructed on Facilities. The Owner covenants and agrees that no habitable building shall be erected within the easement(s) for the Facilities, but this Section shall not preclude construction of other improvements within the easement, as long as they do not impede the Facilities' function. The Owner covenants and agrees that no habitable building shall be erected on the above Property abutting such easement which shall have a finished floor at an elevation less than two feet above the maximum depth of water in the detention pond which would occur during a 100-year frequency flood.

12. Recording Against the Property. This Agreement is intended to protect the value and desirability of property values and to benefit all the citizens of the City. It shall be recorded against the Property, run with the land and be binding upon the Owner, their successors and assigns, and all successors to any right, title or interest, or any part thereof, in the Property. This obligations in this Agreement shall inure to the benefit of each present or future successor in interest in the Property or any party thereof, or interest therein, and to the benefit of all the citizens in the City.

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

City of Edgewood
Surface Water Management
10440 Dom Calata Way E
Edgewood, WA 98372
Phone: 253-952-3299
Email: sw@cityofedgewood.org

OWNER
Attn: _____

Phone: _____
Email: _____

14. Resolution of Disputes and Governing Law. If any dispute arises between the City and the Owner under any of the provisions of this Agreement which cannot be resolved by the Parties in a reasonable time, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

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.

15. 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 Owner.

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.

Revised 11/2025

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

CITY OF EDGEWOOD

By: _____ Date: _____
Its: _____

OWNER

By: _____ Date: _____
Its: _____

STATE OF [STATE]

COUNTY OF [COUNTY]

)
) ss.
)

I certify that I know or have satisfactory evidence that [Name of signor for Owner] is the person who appeared before me, and said person acknowledged as the [pick one: Owner or [title] of [name of Owner organization]] that they signed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC, State of Washington
Print Name: _____
Residing at: _____
My Commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

DRAFT

EXHIBIT B
MAINTENANCE AND SOURCE CONTROL MANUAL

DRAFT

APPENDIX C

FINANCIAL GUARANTEE FORMS



CITY OF EDGEWOOD PRIVATE PROJECT DEVELOPMENT PERFORMANCE BOND

City Project/Permit #: [Permit File No.]
Surety Bond #: _____
Date Bond Posted: _____
Expiration Date: [Insert Date]

RE: Project Name: [Insert Project Name Here]
Owner/Developer/Contractor: [Insert Name Here]
Project Property Address: [Street Address only, do not need city/state/zip]

We, [Name(s) of Principal] (hereinafter the "Principal") and [Name of Surety], a corporation organized under the laws of the State of [State] and authorized to transact surety business in the State of Washington (hereinafter the "Surety"), are held and firmly bound unto the City of Edgewood, Washington, (hereinafter called the "City") in the sum of [Written Description of Sum] (\$ [Numerical Sum]) (hereinafter the "Funds"), U.S. Dollars for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Owner/Developer/Contractor ~~Principal~~ has entered into a certain agreement with the City, or has been granted approval by the City for the Project Name above on a site located at the Project Property Address within the City ~~of Edgewood~~; and

WHEREAS, the agreement or the approval granted by the City requires that certain improvements (the "Improvements") be made in connection with construction of the project; and

WHEREAS, the agreement or the approval granted by the City requires that the Improvements be constructed or installed in full compliance with all applicable legal requirements, City permit requirements, and the plans and specifications approved by the City; and

WHEREAS, the agreement or the approval granted by the City requires that the Improvements are to be made or constructed within a certain period of time, unless an extension is granted in writing by the City; and

WHEREAS, in order to provide security for the obligation of the Owner/Developer/Contractor pursuant to Edgewood Municipal Code (EMC) §14.10.070(E), §16.06.050(D), and/or §18.30.120, the Principal and Surety offer this financial guarantee to ensure the Owner/Developer/Contractor performs the Improvements

in full compliance with the conditions identified herein;

WHEREAS, the parties acknowledge and agree that all references to the term "days" within this Performance Bond, including any calculation or computation of time, shall be interpreted and understood to mean calendar days, unless otherwise expressly stated herein;

NOW, THEREFORE, this Performance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has faithfully performed and satisfied all of the provisions of this contract, including the following conditions:

A. Conditions.

1. The Improvements to be ~~constructed~~ guaranteed by the Principal include:
[Describe the improvements that are covered by this guarantee]
2. The Funds assigned to the City equal at least ☐ 125% (per EMC 14.10.070(E) or 18.30.120) or ☐ 130% (per EMC 16.06.050(D)) of the approved engineer's estimate of the costs to complete the construction or installation of the Improvements that the Principal is required to or otherwise wishes to undertake, as referenced above and as more completely described in approved plans on file with City and in the engineer's cost estimate.
3. The Principal must construct the Improvements in strict compliance with all applicable legal requirements, including but not limited to all applicable statutes, regulations, ordinances and standards of the City, Pierce County, and the State of Washington, as the same now exist or are hereafter amended.
4. The Principal must construct or install the Improvements in strict compliance with the terms and conditions of all applicable City permit requirements, including the design, location, materials and other plans and specifications as approved by the City.
5. The Principal must have fully completed all Improvements within (time period – months / years), and this time period shall run from the earlier of (date or permit approval) unless an extension is granted by the City. This condition shall not alleviate the Principal's obligation to complete Improvements (or components of such Improvements) in compliance with the timing requirements of all applicable City permits.
6. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material persons, and suppliers or all others, who

supply labor, equipment or materials to the Project and as a result of such work for which a lien against any City property has arisen or may arise.

7. The Principal must pay the taxes, increases and penalties incurred on the Project under RCW Titles 50, 51, and 82 on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects that the bond is conditioned on the payment of such taxes, increased and penalties; and
8. The Principal must obtain acceptance by the City of the completed Improvements, all on or before thirty (30) days after the completion date set forth in paragraph 5 above.

B. Default.

Within ten (10) calendar days of notice by the City that the Principal has failed to comply with any of the conditions identified in Section A herein (a "Default"), the Surety shall make a written commitment to the City that it will either:

- 1) Remedy the Default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
- 2) Tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the Default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(2), the Principal grants the City, its employees and agents the right and license to enter onto the Principal's property for the purpose of remedying the Default. The City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs that exceeded the City's estimate, limited to the bond amount.

- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration, or addition thereunder.

- E. Surety Default. If the Surety fails to proceed as provided in Section B with reasonable promptness, the Surety shall be deemed to be in default on this bond seven (7) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this bond. In the event of Surety Default, and in addition to any other remedy available to the City, the Principal grants the City, its employees and agents the right and license to enter onto the Principal's property for the purpose of remedying the Default. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete, repair or replace, the Improvements.
- F. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. These costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.
- G. Bond Expiration. This bond shall remain in full force and effect until all obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City, at the request of the Surety or Principal.
- H. Indemnification. Principal agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) arising from, resulting, or connected with this bond, including without limitation, the City's performance of any maintenance or other work or construction of the Improvements pursuant to this bond.

DATED this ____ day of _____, 20____.

SURETY COMPANY
(Signature must be notarized)

By: _____
Its _____

Print Name: _____

Business Name: _____

Business Address: _____

City/State/Zip Code: _____

Telephone Number: _____

DEVELOPER/OWNER
(Signature must be notarized)

By _____
Its _____

Print Name: _____

Business Name: _____

Business Address: _____

City/State/Zip Code: _____

Telephone Number: _____

The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

CITY OF EDGEWOOD

By: _____
Its: _____

Date: _____

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC, State of Washington
Print Name: _____
Residing at: _____
My Commission expires: _____

FORM P-2 / NOTARY BLOCK

(Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC, State of Washington
Print Name: _____
Residing at: _____
My Commission expires: _____

(Surety Company)

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC, State of Washington
Print Name: _____
Residing at: _____
My Commission expires: _____



CITY OF EDGEWOOD PRIVATE PROJECT DEVELOPMENT MAINTENANCE BOND

City Project/Permit #: [Permit File No.]
Surety Bond #: _____
Date Bond Posted: _____
Expiration Date: [Insert Date]

RE: Project Name: [Insert Project Name Here]
Owner/Developer/Contractor: [Insert Name Here]
Project Property Address: [Street Address only, do not need city/state/zip]

We, [Name(s) of Principal] (hereinafter the "Principal") and [Name of Surety], a corporation organized under the laws of the State of [State] and authorized to transact surety business in the State of Washington (hereinafter the "Surety"), are held and firmly bound unto the City of Edgewood, Washington, (hereinafter the "City") in the sum of [Written Description of Sum] (\$ [Numerical Sum]) (hereinafter the "Funds"), U.S. Dollars for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Owner/Developer/Contractor~~Principal~~ has constructed and installed certain improvements ~~on public property~~ in connection with the Project Name above on a site located at the Project Property Address~~a project as described above within the City of Edgewood~~; and

WHEREAS, in accordance with Edgewood Municipal Code (EMC), as a condition of approval, the Owner/Developer/Contractor~~developer~~ is required to post a financial guarantee against potential costs to the City related to defective materials or workmanship or to ensure performance of other maintenance required by the Improvements~~bond~~ for a period of [Maintenance Period – example: 5 years]~~the 24 months~~ following project completion~~in order to ensure that the project does not contain defects that require repair and to cover the cost of repair during that 24-month period~~; and

WHEREAS, the Funds are an amount equal or greater to the following percentage of the total cost of the Improvements:

- ☐ 125% (per EMC 14.10.070(E)), or
- ☐ 20% (per EMC 16.06.050(D) or 18.30.120); and

~~in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City;~~

WHEREAS, the parties acknowledge and agree that all references to the term "days" within this Maintenance Bond, including any calculation or computation of time, shall be interpreted and understood to mean calendar days, unless otherwise expressly stated herein;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has faithfully performed and satisfied all of the provisions of this contract, including the following conditions:

A. Conditions.

1. The Improvements to be ~~constructed~~ guaranteed by the Principal include:
[Describe the improvements that are covered by this guarantee]
2. The Improvements installed in the above-referenced project shall remain free from defects in material, workmanship, and installation (or in the case of landscaping, shall survive), and that Principal shall ensure proper Maintenance of the Improvements for a period of [Maintenance Period – example: 5 years] after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or Improvements as accepted by the City during the [Maintenance Period – example: 5 years] period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials, or installations (or in the case of landscaping, replacement of dead, dying, and/or unhealthy plants).
3. For the period identified in Section A.2, the Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials, or installation to the real property on which the Improvements have been installed, within seven (7) days of notification by the City of the need for replacement or repair. Principal shall further leave the same in as good condition as it was before commencement of the work.

B. Default.

Within ten (10) days of notice by the City that the Principal has failed to comply with any of the conditions identified in Section A herein (a "Default"), the Surety shall make a written commitment to the City that it will either:

- 1) Remedy the Default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
- 2) Tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the

Default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(2), the Principal grants the City, its employees and agents the right and license to enter onto the Principal's property for the purpose of remedying the Default. The City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs that exceeded the City's estimate, limited to the bond amount.

- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration, or addition thereunder.
- E. Surety Default. If the Surety fails to proceed as provided in Section B with reasonable promptness, the Surety shall be deemed to be in default on this bond seven (7) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this bond. In the event of Surety Default, and in addition to any other remedy available to the City, the Principal grants the City, its employees and agents the right and license to enter onto the Principal's property for the purpose of remedying the Default. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete, repair or replace the Improvements.
- F. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. These costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above the bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any

litigation arising out of this Agreement shall be in Pierce County Superior Court.

- G. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.
- H. Indemnification. Principal agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) arising from, resulting, or connected with this bond, including without limitation, the City's performance of any maintenance or other work or construction of the Improvements pursuant to this Bond.

DATED this ____ day of _____, 20____.

SURETY COMPANY
(Signature must be notarized)

~~DEVELOPER/OWNER~~ PRINCIPAL
(Signature must be notarized)

By: _____
Its _____

By: _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

CITY OF EDGEWOOD

By: _____
Its: _____

Date: _____

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC, State of Washington

Print Name: _____

Residing at: _____

My Commission expires: _____

FORM P-2 / NOTARY BLOCK

(Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC, State of Washington
Print Name: _____
Residing at: _____
My Commission expires: _____

(Surety Company)

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC, State of Washington
Print Name: _____
Residing at: _____
My Commission expires: _____



**CITY OF EDGEWOOD
PRIVATE PROJECT DEVELOPMENT
CASH DEPOSIT AGREEMENT**

City Project/Permit #: [Permit File No.]
Date Deposit Rec'd: [Insert Date]
Expiration Date: [Insert Date]

RE: Project Name: [Insert Project Name Here]
Owner/Developer/Contractor: [Insert Name Here]
Project Property Address: [Street Address only, do not need city/state/zip]

WHEREAS, the Owner/Developer/Contractor has applied to the City of Edgewood, Washington (hereinafter the "City") to construct and/or install certain improvements (hereinafter the "Improvements") for the Project Name above on a site located at the Project Property Address above in the City; and

WHEREAS, [Name(s) of Principal] (hereinafter the "Principal"), [choose one of the following or replace with appropriate description: an individual; a married person, as their separate obligation; a Limited Liability Corporation; a Corporation], has hereby provided funds to the City in the sum of [Written Description of Sum] (\$ [Numerical Sum]) (hereinafter the "Funds") to guarantee the Improvements pursuant to Edgewood Municipal Code (EMC) ☐14.10.070(E), ☐16.06.050(D), and/or ☐18.30.120; and

WHEREAS, the City requires that the Improvements be constructed or installed in full compliance with all applicable legal requirements, City permit requirements, and the plans and specifications approved by the City; and

WHEREAS, it is understood and agreed that these funds will remain in the City's possession or under its control and that this obligation shall remain in full force and effect until a written release request is made by the Principal or a reduction request is received and approved by the City's Mayor or Designee; and

WHEREAS, the condition of this obligation requires that the Principal must complete the Improvements in accordance with the approved plans and specifications prior to release of the funds by the City;

WHEREAS, the City requires that the Improvements are to be completed within a certain period of time, unless an extension is granted in writing by the City; and

WHEREAS, the parties acknowledge and agree that all references to the term "days" within this document, including any calculation or computation of time, shall be interpreted and understood to mean calendar days, unless otherwise expressly stated herein;

NOW, THEREFORE, the City and Principal hereby agree and covenant as follows:

A. DEPOSIT

The Principal does hereby assign, transfer, and set over unto City all rights, title, and interest in and to the sum of the Funds to be deposited upon receipt by the City. The Principal grants to City full and exclusive power and authority to use these Funds in accordance with this Cash Deposit Agreement (hereinafter "Agreement").

The Funds assigned to the City equal at least ☐ 125% (per EMC 14.10.070(E) or 18.30.120) or ☐ 130% (per EMC 16.06.050(D)) of the approved engineer's estimate of the costs to complete the construction or installation of the Improvements that the Principal is required to or otherwise wishes to undertake, as referenced above and as more completely described in approved plans on file with City and in the engineer's cost estimate. This amount will be forfeited in full to City upon the Principal's failure to perform. The Principal has agreed to obligate itself to the City in the listed amount because undertaking the construction and installation of the Improvements may cause damage and disruption to land and/or public right-of-way.

B. GENERAL TERMS AND CONDITIONS

1. The Improvements to be constructed by the Principal for the Project under this Agreement include: [Describe the improvements that are covered by this guarantee]
2. All construction, installation, and restoration related to the Improvements shall be completed according to all applicable local, state, and federal laws, permits, and regulations. The Improvements and their appurtenances shall be constructed in strict compliance with City-approved plans, specifications and permit requirements.
3. Principal shall **fully complete** construction and installation of the Improvements no later than the Expiration Date, being [Time Period – example: Three (3) Years] following the approval of Permit #[Permit File No.], or the expiration date thereof if extended (hereinafter the "Completion Deadline"). Failure to complete construction of the Improvements by the Completion Deadline and obtain acceptance of the work by the City on or before thirty (30) days following said Completion Deadline shall, at the sole discretion of the City, result in the requirement that additional Funds be deposited and/or the immediate forfeiture to the City of all deposited Funds and potentially being liable for legal fees incurred during enforcement.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material persons, and suppliers or all others, who supply labor, equipment or materials to the Project and as a result of such work.

The Principal shall indemnify and hold harmless the City, its officers, officials and agents from any claim for such payment(s).

5. The Principal must pay the taxes, increases and penalties incurred on the Project under RCW Titles 50, 51, and 82 on: (a) Projects referred to in RCW 60.28.011(1)(b); and/or (b) Projects that the guarantee is conditioned on the payment of such taxes, increases and penalties.

6. Until written release of this obligation by the City, this Agreement may not be terminated or cancelled by the Principal for any reason. The obligation of the Principal shall not be discharged or affected by any amendment of the engineering plans used for construction of the Improvements.

C. TERM OF DEPOSIT - GENERALLY

This Agreement shall remain in force until released in writing by the City, *provided*, partial early release may be allowed as described in Section D, below.

D. PARTIAL RELEASES OF FUNDS FOR SATISFACTORY WORK PROGRESS

The parties agree that 100% of the Funds described in Section A above shall constitute surety funds to guarantee specific performance by Principal of the work required to construct and maintain the Improvements. However, in its sole discretion and pursuant to the conditions in Section B, above, the City may from time to time release, in writing, a portion of the Funds if work on the Improvements is progressively completed.

E. WHEN ADDITIONAL ASSIGNED FUNDS ARE REQUIRED

The City may require the Principal to deposit additional funds if the City determines that a change in condition(s) or circumstance(s) make additional security necessary to guarantee performance by the Principal.

F. FORFEITURE DUE TO NON-PERFORMANCE

1. Failure by the Principal to fully and satisfactorily perform as required hereunder, or to deposit additional funds as may be required by the City, shall result in forfeiture to the City of any and all Funds held under this Agreement.

2. Failure by the Principal to satisfactorily complete construction of the Improvements by the Completion Deadline, absent any extensions granted in writing by the City, shall constitute non-performance and the City may immediately use the Funds to complete work guaranteed under this Agreement, including restoring the Project Property, making necessary improvements due to the Principal's failure, and paying any outstanding amounts owed to subcontractors, suppliers, laborers, material suppliers, or others for work that has resulted in, or may result in, a lien against the property where the improvements are located.

Further, the Funds may be used to cover the cost of correcting any damage which may have occurred off-site due to disrepair of the project, including damage, if any, to public property. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform any corrective work. The Principal shall have no duty or right to evaluate the correctness or appropriateness of the City's determination that requirements have not been satisfactorily completed. Any unexpended funds shall be returned to the Principal upon completion of the terms of this Agreement.

3. The remedies set forth in subsections 1 and 2 above do not limit any other remedy, penalty, or right available to the City.

G. FUNDS HELD AS WORKMANSHIP & MAINTENANCE GUARANTEE

1. Unless otherwise replaced with another Financial Guarantee upon completion of the Improvements, the Principal agrees that the following percentage of the Funds described in Section A shall be held in trust as a guarantee against potential costs to the City related to defective materials or workmanship or to ensure performance of other maintenance required by the Improvements:

- ☐ 125% (per EMC 14.10.070(E)), or
- ☐ 20% (per EMC 16.06.050(D) or 18.30.120)

This sum shall be held in trust for a period of [Maintenance Period – example: 5 years] from the date of final construction approval of the Improvements by the City.

2. The Principal agrees to promptly correct any deficiencies in construction and/or make any emergency repairs requested by the City during the guarantee period. Any corrections requested shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this Agreement as described in Section F above.

3. The Principal agrees to promptly reimburse the City for any emergency repairs to, or related to, the Improvements performed by the City or its agents. In addition, the City's employees and agents are hereby authorized to enter onto said property in the event that they are needed to perform such work.

4. The Principal agrees to properly maintain the Improvements in accordance with the maintenance requirements during the guarantee period.

H. FINAL RELEASE OF ALL REMAINING FUNDS

Any Funds still held under this Agreement that have not been otherwise forfeited due to non-performance shall be released, without interest, following the latter of: (i) the

completion of the Improvements and the approval / acceptance by the City, or (ii) the maintenance guarantee completion date (see Section G, above).

I. ENFORCEMENT

It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this Agreement, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. These costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the Funds but also over and above the amount of said Funds as a part of any recovery in any judicial proceeding. The Principal hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.

J. INDEMNIFICATION

Principal agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) arising from, resulting, or connected with this Agreement, including without limitation, the City's performance of any maintenance or other work or construction of the Improvements pursuant to this Agreement.

This Agreement will take effect on the date of the last signature entered below.

SEALED and dated this _____ day of _____, 20____.

Principal

City of Edgewood

Principal Authorized Signature
(See Notary Acknowledgement below)

City Authorized Signature

Name of Principal

[name]
Name

Name of Company

[director]
Title

Address

10440 Dom Calata Way E
Address

City / State / Zip

Edgewood, WA 98372
City / State / Zip

Telephone Number

253-952-3299
Telephone Number

Email Address

[email]
Email Address

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

I certify that I know or have satisfactory evidence that _____
(Authorized Signer for the Principal) is the person who appeared before me, and this person
acknowledged that he/she signed this instrument and acknowledged it to be his/her free and
voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____

NOTARY PUBLIC, State of Washington,
Print Name: _____
Residing at: _____
My Commission expires: _____

Person to contact regarding release:

Name: Finance Department
Address: City of Edgewood, 10440 Dom Calata Way East, Edgewood, WA 98372
Telephone: (253) 952-3299

RELEASE

The undersigned does hereby acknowledge that conditions of the foregoing obligation have been satisfactorily met, and hereby authorizes the refund of the guarantee in the amount of \$ [Release Sum] held by the City this ____ day of _____, 20__.

CITY OF EDGEWOOD

By: _____

Title: _____



**CITY OF EDGEWOOD
PRIVATE PROJECT DEVELOPMENT
ASSIGNMENT OF FUNDS AGREEMENT**

City Project/Permit #: Permit File No.
Date Deposit Rec'd: Insert Date
Expiration Date: Insert Date

RE: Project Name: Insert Project Name Here
Owner/Developer/Contractor: Insert Name Here
Project Property Address: Street Address only, do not need city/state/zip

WHEREAS, the Owner/Developer/Contractor has applied to the City of Edgewood, Washington (hereinafter the "City") to construct and/or install certain improvements (hereinafter the "Improvements") for the Project Name above on a site located at the Project Property Address above in the City; and

WHEREAS, Name of Financial Institution (hereinafter the "Financial Institution") is a financial institution qualified to do business in the State of Washington; and

WHEREAS, Name(s) of Principal (hereinafter the "Principal"), choose one of the following or replace with appropriate description: an individual; a married person, as their separate obligation; a Limited Liability Corporation; a Corporation, has hereby assigned funds on deposit with said Financial Institution to the City in the sum of Written Description of Sum (\$ Numerical Sum) (hereinafter the "Funds") to guarantee the Improvements pursuant to Edgewood Municipal Code (EMC) ☐14.10.070(E), ☐16.06.050(D), and/or ☐18.30.120; and

WHEREAS, the City requires that the Improvements be constructed or installed in full compliance with all applicable legal requirements, City permit requirements, and the plans and specifications approved by the City; and

WHEREAS, it is understood and agreed that these funds will remain in the Financial Institution's possession or under its control and that this obligation shall remain in full force and effect until a request is made by the Principal, then received and approved by the City's Mayor or Designee; and

WHEREAS, the condition of this obligation requires that the Principal must complete the Improvements in accordance with the approved plans and specifications prior to release of the funds by the Financial Institution;

WHEREAS, the City requires that the Improvements are to be completed within a certain period of time, unless an extension is granted in writing by the City; and

WHEREAS, the parties acknowledge and agree that all references to the term "days" within this document, including any calculation or computation of time, shall be

ASSIGNMENT OF FUNDS AGREEMENT – 11/2025

interpreted and understood to mean calendar days, unless otherwise expressly stated herein;

NOW, THEREFORE, the City and Principal hereby agree and covenant as follows:

A. DEPOSIT

The Principal shall establish an escrow account with the Financial Institution for the Funds as described herein under Account No. [Financial Institution's Account Number]. At no time shall any portion of the sums in said account be released without written authorization from the City. The Principal grants to City full and exclusive power and authority to use these Funds in accordance with this Assignment of Funds Agreement (hereinafter "Agreement").

The Funds assigned to the City equal at least ☐ 125% (per EMC 14.10.070(E) or 18.30.120) or ☐ 130% (per EMC 16.06.050(D)) of the approved engineer's estimate of the costs to complete the construction or installation of the Improvements that the Principal is required to or otherwise wishes to undertake, as referenced above and as more completely described in approved plans on file with City and in the engineer's cost estimate. This amount will be forfeited in full to City upon the Principal's failure to perform. The Principal has agreed to obligate itself to the City in the listed amount because undertaking the construction and installation of the Improvements may cause damage and disruption to land and/or public right-of-way.

B. GENERAL TERMS AND CONDITIONS

1. The Improvements to be constructed by the Principal for the Project under this Agreement include: [Describe the improvements that are covered by this guarantee]
2. All construction, installation, and restoration related to the Improvements shall be completed according to all applicable local, state, and federal laws, permits, and regulations. The Improvements and their appurtenances shall be constructed in strict compliance with City-approved plans, specifications and permit requirements.
3. Principal shall **fully complete** construction and installation of the Improvements no later than the Expiration Date, being [Time Period – example: Three (3) Years] following the approval of Permit #[Permit File No.], or the expiration date thereof if extended (hereinafter the "Completion Deadline"). Failure to complete construction of the Improvements by the Completion Deadline and obtain acceptance of the work by the City on or before thirty (30) days following said Completion Deadline shall, at the sole discretion of the City, result in the requirement that additional Funds be deposited and/or the immediate forfeiture to the City of all deposited Funds and potentially being liable for legal fees incurred during enforcement.

4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material persons, and suppliers or all others, who supply labor, equipment or materials to the Project and as a result of such work. The Principal shall indemnify and hold harmless the City, its officers, officials and agents from any claim for such payment(s).

5. The Principal must pay the taxes, increases and penalties incurred on the Project under RCW Titles 50, 51, and 82 on: (a) Projects referred to in RCW 60.28.011(1)(b); and/or (b) Projects that the guarantee is conditioned on the payment of such taxes, increases and penalties.

6. Until written release of this obligation by the City, this Agreement may not be terminated or cancelled by the Principal or Financial Institution for any reason. The obligation of the Principal shall not be discharged or affected by any amendment of the engineering plans used for construction of the Improvements.

C. TERM OF DEPOSIT - GENERALLY

This Agreement shall remain in force until released in writing by the City, *provided*, partial early release may be allowed as described in Section D, below.

D. PARTIAL RELEASES OF FUNDS FOR SATISFACTORY WORK PROGRESS

The parties agree that 100% of the Funds described in Section A above shall constitute surety funds to guarantee specific performance by Principal of the work required to construct and maintain the Improvements. However, in its sole discretion and pursuant to the conditions in Section B, above, the City may from time to time release, in writing, a portion of the Funds if work on the Improvements is progressively completed.

E. WHEN ADDITIONAL ASSIGNED FUNDS ARE REQUIRED

The City may require the Principal to deposit additional funds if the City determines that a change in condition(s) or circumstance(s) make additional security necessary to guarantee performance by the Principal.

F. FORFEITURE DUE TO NON-PERFORMANCE

1. Failure by the Principal to fully and satisfactorily perform as required hereunder, or to deposit additional funds as may be required by the City, shall result in forfeiture to the City of any and all Funds held under this Agreement.

2. Failure by the Principal to satisfactorily complete construction of the Improvements by the Completion Deadline, absent any extensions granted in writing by the City, shall constitute non-performance and the City may immediately use the Funds to complete work guaranteed under this Agreement, including

restoring the Project Property, making necessary improvements due to the Principal's failure, and paying any outstanding amounts owed to subcontractors, suppliers, laborers, material suppliers, or others for work that has resulted in, or may result in, a lien against the property where the improvements are located. Further, the Funds may be used to cover the cost of correcting any damage which may have occurred off-site due to disrepair of the project, including damage, if any, to public property. This provision shall not be construed as creating any obligation on the City, its employees, agents and representatives to perform any corrective work. The Principal shall have no duty or right to evaluate the correctness or appropriateness of the City's determination that requirements have not been satisfactorily completed. Any unexpended funds shall be returned to the Principal upon completion of the terms of this Agreement.

3. The remedies set forth in subsections 1 and 2 above do not limit any other remedy, penalty, or right available to the City.

G. FUNDS HELD AS WORKMANSHIP & MAINTENANCE GUARANTEE

1. Unless otherwise replaced with another Financial Guarantee upon completion of the Improvements, the Principal agrees that the following percentage of the Funds described in Section A shall be held in trust as a guarantee against potential costs to the City related to defective materials or workmanship or to ensure performance of other maintenance required by the Improvements:

- ☐ 125% (per EMC 14.10.070(E)), or
- ☐ 20% (per EMC 16.06.050(D) or 18.30.120)

This sum shall be held in trust for a period of [Maintenance Period – *example: 5 years*] from the date of final construction approval of the Improvements by the City.

2. The Principal agrees to promptly correct any deficiencies in construction and/or make any emergency repairs requested by the City during the guarantee period. Any corrections requested shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this Agreement as described in Section F above.

3. The Principal agrees to promptly reimburse the City for any emergency repairs to, or related to, the Improvements performed by the City or its agents. In addition, the City's employees and agents are hereby authorized to enter onto said property in the event that they are needed to perform such work.

4. The Principal agrees to properly maintain the Improvements in accordance with the maintenance requirements during the guarantee period.

H. FINAL RELEASE OF ALL REMAINING FUNDS

ASSIGNMENT OF FUNDS AGREEMENT – 11/2025

Any Funds still held under this Agreement that have not been otherwise forfeited due to non-performance shall be released **following the latter of: (i) the completion of the Improvements and the approval / acceptance by the City, or (ii) the maintenance guarantee completion date (see Section G, above).**

I. FINANCIAL INSTITUTION'S RELEASE OF FUNDS

In the event that the Principal fails to remedy the defect as provided above, then the Financial Institution shall, upon the demand of the City, remit to the City within ten (10) days of receipt of said demand, the amount of funds in the escrow account, or such lesser amount as may be specified in the City's demand. The Financial Institution agrees that it shall have no duty or right to evaluate the correctness or appropriateness of any such notice or demand by the City, and shall not interplead, or in any manner, delay payment of said funds to the City.

J. ENFORCEMENT

It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this Agreement, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. These costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the Funds but also over and above the amount of said Funds as a part of any recovery in any judicial proceeding. The Principal hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.

K. INDEMNIFICATION

Principal agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) arising from, resulting, or connected with this Agreement, including without limitation, the City's performance of any maintenance or other work or construction of the Improvements pursuant to this Agreement.

This Agreement will take effect on the date of the last signature entered below.

SEALED and dated this _____ day of _____, 20____.

Principal

Authorized Signature
(See Notary Acknowledgement, next page)

Name of Principal

Name of Company, if applicable

Address

City / State / Zip

Telephone Number

Email Address

Financial Institution

Authorized Signature
(See Notary Acknowledgement, next page)

Name of Financial Institution

Address

City / State / Zip

Telephone Number

Email Address

CITY OF EDGEWOOD

By: _____
Director

Date: _____

City of Edgewood
10440 Dom Calata Way E
Edgewood, WA 98372
253.952.3299

Principal Notary

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

I certify that I know or have satisfactory evidence that _____
(Authorized Signer for the Principal) is the person who appeared before me, and this person
acknowledged that he/she signed this instrument and acknowledged it to be his/her free and
voluntary act for the uses and purposes mentioned in this instrument.

DATED: _____

NOTARY PUBLIC, State of Washington,
Print Name: _____
Residing at: _____
My Commission expires: _____

Financial Institution Notary

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged as the
_____ of _____ that they signed this
instrument on oath stated that they are authorized to execute the instrument and
acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the
instrument.

DATED: _____

NOTARY PUBLIC, State of Washington,
Print Name: _____
Residing at: _____
My Commission expires: _____

Person to contact regarding release:

Name: Finance Department
Address: City of Edgewood, 10440 Dom Calata Way East, Edgewood, WA 98372
Telephone: (253) 952-3299

RELEASE

The undersigned does hereby acknowledge that conditions of the foregoing obligation have been satisfactorily met, and hereby authorizes a release in the amount of \$[Release Sum] held by the Financial Institution this ____ day of _____, 20__.

CITY OF EDGEWOOD

By: _____

Title: _____

APPENDIX D

ENGINEER'S ESTIMATE TEMPLATES

Site Improvement Bond Quantity Worksheet

City of Edgewood
2224 104th Ave. East
Edgewood, WA 98372-1513

Project Name: _____
Location: _____

Date: 11/25/2025
Project No.: _____
Activity No.: _____

Note: All prices include labor, equipment, materials, overhead and profit. Prices are from RS Means data adjusted for the Seattle area and indexed for inflation using the ENR Construction Cost Index to 2018; or from local sources if not included in the RS Means database.

Preparing Engineer's Stamp and Seal:

Site Improvement Bond Quantity Worksheet

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	Reference #	Unit Price	Unit	Quantity	# of Applications	Cost
<u>EROSION/SEDIMENT CONTROL</u>						
Backfill & compaction-embankment		\$ 6.55	CY			\$ -
Check dams, 4" minus rock	BMP C207	\$ 87.40	Each			\$ -
Crushed surfacing 1 1/4" minus	WSDOT 9-03.9(3)	\$ 103.80	CY			\$ -
Ditching	BMP C200	\$ 9.85	CY			\$ -
Excavation-bulk		\$ 2.20	CY			\$ -
Fence, silt	BMP C233	\$ 1.65	LF			\$ -
Fence, Temporary (NGPE)	BMP C103	\$ 1.65	LF			\$ -
Hydroseeding	BMP C120	\$ 0.85	SY			\$ -
Jute Mesh	BMP C122	\$ 3.80	SY			\$ -
Mulch, by hand, straw, 3" deep	BMP C121	\$ 2.75	SY			\$ -
Mulch, by machine, straw, 2" deep	BMP C121	\$ 2.20	SY			\$ -
Piping, temporary, CPP, 6"		\$ 13.10	LF			\$ -
Piping, temporary, CPP, 8"		\$ 15.30	LF			\$ -
Piping, temporary, CPP, 12"		\$ 19.65	LF			\$ -
Plastic covering, 6mm thick, sandbagged	BMP C123	\$ 4.35	SY			\$ -
Rip Rap, machine placed; slopes	WSDOT 9-13.1(2)	\$ 49.15	CY			\$ -
Rock Construction Entrance, 50' x 15' x 1'	BMP C105	\$ 1,966.50	Each			\$ -
Rock Construction Entrance, 100' x 15' x 1'	BMP C105	\$ 3,496.00	Each			\$ -
Sediment pond riser assembly	BMP C241	\$ 2,403.50	Each			\$ -
Sediment trap, 5' high berm	BMP C240	\$ 20.75	LF			\$ -
Sed. trap, 5' high, riprapped spillway berm section	BMP C240	\$ 76.50	LF			\$ -
Seeding, by hand	BMP C120	\$ 1.10	SY			\$ -
Sodding, 1" deep, level ground	BMP C124	\$ 8.75	SY			\$ -
Sodding, 1" deep, sloped ground	BMP C124	\$ 10.95	SY			\$ -
TESC Supervisor	BMP C160	\$ 120.20	HR			\$ -
Water truck, dust control	BMP C140	\$ 152.95	HR			\$ -
<u>WRITE-IN-ITEMS **** (see page 9)</u>						
			Each			

ESC SUBTOTAL:	\$0.00
30% CONTINGENCY & MOBILIZATION:	\$0.00
ESC TOTAL:	\$0.00
COLUMN:	A

Site Improvement Bond Quantity Worksheet

			Existing Right-of-Way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Quantity Completed (Bond Reduction)*	
			Quant.	Cost	Quant.	Cost	Quant.	Cost	Quant.	Cost
	Unit Price	Unit							Complete	Cost
GENERAL ITEMS										
Backfill & Compaction- embankment	\$ 6.55	CY		\$ -		\$ -		\$ -		\$ -
Backfill & Compaction- trench	\$ 9.85	CY		\$ -		\$ -		\$ -		\$ -
Clear/Remove Brush, by hand	\$ 1.10	SY		\$ -		\$ -		\$ -		\$ -
Clearing/Grubbing/Tree Removal	\$ 10,925.00	Acre		\$ -		\$ -		\$ -		\$ -
Excavation - bulk	\$ 2.20	CY		\$ -		\$ -		\$ -		\$ -
Excavation - Trench	\$ 5.45	CY		\$ -		\$ -		\$ -		\$ -
Fencing, cedar, 6' high	\$ 21.85	LF		\$ -		\$ -		\$ -		\$ -
Fencing, chain link, vinyl coated, 6' high	\$ 21.85	LF		\$ -		\$ -		\$ -		\$ -
Fencing, chain link, gate, vinyl coated, 20'	\$ 1,529.50	Each		\$ -		\$ -		\$ -		\$ -
Fencing, split rail, 3' high	\$ 16.40	LF		\$ -		\$ -		\$ -		\$ -
Fill & compact - common barrow	\$ 27.30	CY		\$ -		\$ -		\$ -		\$ -
Fill & compact - gravel base	\$ 29.50	CY		\$ -		\$ -		\$ -		\$ -
Fill & compact - screened topsoil	\$ 42.60	CY		\$ -		\$ -		\$ -		\$ -
Gabion, 12" deep, stone filled mesh	\$ 71.00	SY		\$ -		\$ -		\$ -		\$ -
Gabion, 18" deep, stone filled mesh	\$ 98.35	SY		\$ -		\$ -		\$ -		\$ -
Gabion, 36" deep, stone filled mesh	\$ 163.90	SY		\$ -		\$ -		\$ -		\$ -
Grading, fine, by hand	\$ 2.75	SY		\$ -		\$ -		\$ -		\$ -
Grading, fine, with grader	\$ 2.20	SY		\$ -		\$ -		\$ -		\$ -
Monuments, 3' long	\$ 273.15	Each		\$ -		\$ -		\$ -		\$ -
Sensitive Areas Sign	\$ 7.65	Each		\$ -		\$ -		\$ -		\$ -
Sodding, 1" deep, sloped ground	\$ 8.75	SY		\$ -		\$ -		\$ -		\$ -
Surveying, line & grade	\$ 928.65	Day		\$ -		\$ -		\$ -		\$ -
Surveying, lot location/lines	\$ 1,966.50	Acre		\$ -		\$ -		\$ -		\$ -
Traffic control crew (2 flaggers)	\$ 131.10	HR		\$ -		\$ -		\$ -		\$ -
Trail, 4" chipped wood	\$ 8.75	SY		\$ -		\$ -		\$ -		\$ -
Trail, 4" crushed cinder	\$ 9.85	SY		\$ -		\$ -		\$ -		\$ -
Trail, 4" top course	\$ 13.10	SY		\$ -		\$ -		\$ -		\$ -
Wall, retaining, concrete	\$ 60.10	SF		\$ -		\$ -		\$ -		\$ -
Wall, rockery	\$ 16.40	SF		\$ -		\$ -		\$ -		\$ -

Page 3 of 9

SUBTOTAL

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Site Improvement Bond Quantity Worksheet

			Existing Right-of-way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Bond Reduction*	
			Quant.	Cost	Quant.	Cost	Quant.	Cost	Quant.	Cost
	Unit Price	Unit							Complete	
ROAD IMPROVEMENT										
AC Grinding, 4' wide machine < 1000sy	\$ 32.75	SY		\$ -		\$ -		\$ -		\$ -
AC Grinding, 4' wide machine 1000-2000sy	\$ 17.50	SY		\$ -		\$ -		\$ -		\$ -
AC Grinding, 4' wide machine > 2000sy	\$ 10.95	SY		\$ -		\$ -		\$ -		\$ -
AC Removal/Disposal/Repair	\$ 38.25	SY		\$ -		\$ -		\$ -		\$ -
Barricade, type III (Permanent)	\$ 61.20	LF		\$ -		\$ -		\$ -		\$ -
Curb & Gutter, rolled	\$ 18.55	LF		\$ -		\$ -		\$ -		\$ -
Curb & Gutter, vertical	\$ 13.65	LF		\$ -		\$ -		\$ -		\$ -
Curb and Gutter, demolition and disposal	\$ 19.65	LF		\$ -		\$ -		\$ -		\$ -
Curb, extruded asphalt	\$ 6.00	LF		\$ -		\$ -		\$ -		\$ -
Curb, extruded concrete	\$ 7.65	LF		\$ -		\$ -		\$ -		\$ -
Sawcut, asphalt, 3" depth	\$ 2.00	LF		\$ -		\$ -		\$ -		\$ -
Sawcut, concrete, per 1" depth	\$ 3.30	LF		\$ -		\$ -		\$ -		\$ -
Sealant, asphalt	\$ 2.20	LF		\$ -		\$ -		\$ -		\$ -
Shoulder, AC, (see AC road unit price)	\$ -	SY		\$ -		\$ -		\$ -		\$ -
Shoulder, gravel, 4" thick	\$ 16.40	SY		\$ -		\$ -		\$ -		\$ -
Sidewalk, 4" thick	\$ 41.50	SY		\$ -		\$ -		\$ -		\$ -
Sidewalk, 4" thick, demolition and disposal	\$ 34.95	SY		\$ -		\$ -		\$ -		\$ -
Sidewalk, 5" thick	\$ 44.80	SY		\$ -		\$ -		\$ -		\$ -
Sidewalk, 5" thick, demolition and disposal	\$ 43.70	SY		\$ -		\$ -		\$ -		\$ -
Sidewalk, 6" thick	\$ 48.05	SY		\$ -		\$ -		\$ -		\$ -
Sidewalk, 6" thick, demolition and disposal	\$ 49.15	SY		\$ -		\$ -		\$ -		\$ -
Sign, handicap	\$ 92.85	Each		\$ -		\$ -		\$ -		\$ -
Striping, per stall	\$ 7.65	Each		\$ -		\$ -		\$ -		\$ -
Striping, thermoplastic, (for crosswalk)	\$ 3.30	SF		\$ -		\$ -		\$ -		\$ -
Striping, 4" reflectorized line	\$ 0.55	LF		\$ -		\$ -		\$ -		\$ -

Page 4 of 9

SUBTOTAL

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Site Improvement Bond Quantity Worksheet

			Existing Right-of-way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Bond Reduction*	
			Quant.	Cost	Quant.	Cost	Quant.	Cost	Quant.	Cost
	Unit Price	Unit							Complete	
ROAD SURFACING (4" Rock = 2.5 base & 1.5" top course)										
Additional 2.5" Crushed Surfacing	\$ 3.95	SY		\$ -		\$ -		\$ -		\$ -
HMA 1/2" Overlay, 1.5"	\$ 15.30	SY		\$ -		\$ -		\$ -		\$ -
HMA 1/2" Overlay, 2"	\$ 19.65	SY		\$ -		\$ -		\$ -		\$ -
HMA Road, 2", 4" rock, First 2500 SY	\$ 30.60	SY		\$ -		\$ -		\$ -		\$ -
HMA Road, 2", 4" rock, Qty over 2500 SY	\$ 22.95	SY		\$ -		\$ -		\$ -		\$ -
HMA Road 3", 9 1/2" Rock, First 2500 SY	\$ 45.90	SY		\$ -		\$ -		\$ -		\$ -
HMA Road 3", 9 1/2" Rock, Qty Over 2500 SY	\$ 38.25	SY		\$ -		\$ -		\$ -		\$ -
HMA Road, 6" Depth, First 2500 SY	\$ 36.15	SY		\$ -		\$ -		\$ -		\$ -
HMA Road 6" Depth, Qty. Over 2500 SY	\$ 32.75	SY		\$ -		\$ -		\$ -		\$ -
HMA 3/4" or 1", 4" Depth	\$ 21.85	SY		\$ -		\$ -		\$ -		\$ -
Gravel Road, 4" rock, First 2500 SY	\$ 16.40	SY		\$ -		\$ -		\$ -		\$ -
Gravel Road, 4" rock, Qty. over 2500 SY	\$ 10.95	SY		\$ -		\$ -		\$ -		\$ -
PCC Road (Add under write-ins with design)	\$ -			\$ -		\$ -		\$ -		\$ -
Thickened Edge	\$ 9.40	LF		\$ -		\$ -		\$ -		\$ -

Page 5 of 9

SUBTOTAL

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Site Improvement Bond Quantity Worksheet

			Existing Right-of-way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Bond Reduction*	
			Quant.	Cost	Quant.	Cost	Quant.	Cost	Quant.	Cost
	Unit Price	Unit							Complete	
DRAINAGE (CPP = Corrugated Plastic Pipe, N12 or Equivalent) For Culvert prices, Average of 4' cover was assumed. Assume perforated PVC is same price as solid pipe.										
Access Road, R/D	\$ 22.95	SY		\$ -		\$ -		\$ -		\$ -
Bollards - fixed	\$ 263.00	Each		\$ -		\$ -		\$ -		\$ -
Bollards - removable	\$ 494.20	Each		\$ -		\$ -		\$ -		\$ -
* (CBs include frame and lid)	\$0.00									
CB Type I	\$ 1,638.75	Each		\$ -		\$ -		\$ -		\$ -
CB Type II	\$ 1,911.90	Each		\$ -		\$ -		\$ -		\$ -
CB Type II, 48" diameter	\$ 2,512.75	Each		\$ -		\$ -		\$ -		\$ -
for additional depth over 4'	\$ 524.40	FT		\$ -		\$ -		\$ -		\$ -
CB Type II, 54" diameter	\$ 2,731.25	Each		\$ -		\$ -		\$ -		\$ -
for additional depth over 4'	\$ 540.80	FT		\$ -		\$ -		\$ -		\$ -
CB Type II, 60" diameter	\$ 3,059.00	Each		\$ -		\$ -		\$ -		\$ -
for additional depth over 4'	\$ 655.50	FT		\$ -		\$ -		\$ -		\$ -
CB Type II, 72" diameter	\$ 3,933.00	Each		\$ -		\$ -		\$ -		\$ -
for additional depth over 4'	\$ 928.65	FT		\$ -		\$ -		\$ -		\$ -
Through-curb Inlet Framework (Add)	\$ 437.00	Each		\$ -		\$ -		\$ -		\$ -
Cleanout, PVC, 4"	\$ 163.90	Each		\$ -		\$ -		\$ -		\$ -
Cleanout, PVC, 6"	\$ 185.70	Each		\$ -		\$ -		\$ -		\$ -
Cleanout, PVC, 8"	\$ 218.50	Each		\$ -		\$ -		\$ -		\$ -
Culvert, PVC, 4"	\$ 10.95	LF		\$ -		\$ -		\$ -		\$ -
Culvert, PVC, 6"	\$ 14.20	LF		\$ -		\$ -		\$ -		\$ -
Culvert, PVC, 8"	\$ 16.40	LF		\$ -		\$ -		\$ -		\$ -
Culvert, PVC, 12"	\$ 25.15	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 8"	\$ 20.75	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 12"	\$ 31.70	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 15"	\$ 38.25	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 18"	\$ 44.80	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 24"	\$ 61.20	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 30"	\$ 85.20	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 36"	\$ 142.05	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 48"	\$ 207.60	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 60"	\$ 295.00	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CMP, 72"	\$ 382.40	LF		\$ -		\$ -		\$ -		\$ -

Site Improvement Bond Quantity Worksheet

<u>DRAINAGE CONTINUED</u>			Existing Right-of-way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Bond Reduction*	
			Quant.	Cost	Quant.	Cost	Quant.	Cost	Quant.	Cost
	Unit Price	Unit							Complete	
Culvert, Concrete, 8"	\$ 27.30	LF		\$ -		\$ -		\$ -		\$ -
Culvert, Concrete, 12"	\$ 39.35	LF		\$ -		\$ -		\$ -		\$ -
Culvert, Concrete, 15"	\$ 45.90	LF		\$ -		\$ -		\$ -		\$ -
Culvert, Concrete, 18"	\$ 52.45	LF		\$ -		\$ -		\$ -		\$ -
Culvert, Concrete, 24"	\$ 85.20	LF		\$ -		\$ -		\$ -		\$ -
Culvert, Concrete, 30"	\$ 136.55	LF		\$ -		\$ -		\$ -		\$ -
Culvert, Concrete, 36"	\$ 163.90	LF		\$ -		\$ -		\$ -		\$ -
Culvert, Concrete, 42"	\$ 191.20	LF		\$ -		\$ -		\$ -		\$ -
Culvert, Concrete, 48"	\$ 223.95	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CPP, 6"	\$ 15.30	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CPP, 8"	\$ 17.50	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CPP, 12"	\$ 26.20	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CPP, 15"	\$ 38.25	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CPP, 18"	\$ 44.80	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CPP, 24"	\$ 61.20	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CPP, 30"	\$ 85.20	LF		\$ -		\$ -		\$ -		\$ -
Culvert, CPP, 36"	\$ 142.05	LF		\$ -		\$ -		\$ -		\$ -
Ditching	\$ 10.40	CY		\$ -		\$ -		\$ -		\$ -
Flow Dispersal Trench (1,436 base+)	\$ 30.60	LF		\$ -		\$ -		\$ -		\$ -
French Drain (3' depth)	\$ 28.40	LF		\$ -		\$ -		\$ -		\$ -
Geotextile, laid in trench, polypropylene	\$ 3.30	SY		\$ -		\$ -		\$ -		\$ -
Mid-tank Access Riser, 48" dia, 6' deep	\$ 2,185.00	Each		\$ -		\$ -		\$ -		\$ -
Pond Overflow Spillway	\$ 17.50	SY		\$ -		\$ -		\$ -		\$ -
Restrictor/Oil Separator, 12"	\$ 1,256.40	Each		\$ -		\$ -		\$ -		\$ -
Restrictor/Oil Separator, 15"	\$ 1,474.90	Each		\$ -		\$ -		\$ -		\$ -
Restrictor/Oil Separator, 18"	\$ 1,857.25	Each		\$ -		\$ -		\$ -		\$ -
Riprap, placed	\$ 45.90	CY		\$ -		\$ -		\$ -		\$ -
Tank End Reducer (36" diameter)	\$ 1,311.00	Each		\$ -		\$ -		\$ -		\$ -
Trash Rack, 12"	\$ 382.40	Each		\$ -		\$ -		\$ -		\$ -
Trash Rack, 15"	\$ 447.95	Each		\$ -		\$ -		\$ -		\$ -
Trash Rack, 18"	\$ 524.40	Each		\$ -		\$ -		\$ -		\$ -
Trash Rack, 21"	\$ 600.90	Each		\$ -		\$ -		\$ -		\$ -
Bioretention Soil Mix	\$ 32.75	CY		\$ -		\$ -		\$ -		\$ -
Bioretention Mulch (Top Layer)	\$ 38.25	CY		\$ -		\$ -		\$ -		\$ -

Site Improvement Bond Quantity Worksheet

			Existing Right-of-way		Future Public Road Improvements & Drainage Facilities		Private Improvements		Bond Reduction*	
			Quant.	Price	Quant.	Cost	Quant.	Cost	Quant. Complete	Cost
PARKING LOT SURFACING										
2" AC, 2" top course rock & 4" borrow	\$ 22.95	SY		\$ -		\$ -		\$ -		\$ -
2" AC, 1.5" top course & 2.5" base course	\$ 30.60	SY		\$ -		\$ -		\$ -		\$ -
4" select borrow	\$ 5.45	SY		\$ -		\$ -		\$ -		\$ -
1.5" top course rock & 2.5" base course	\$ 15.30	SY		\$ -		\$ -		\$ -		\$ -
WRITE-IN-ITEMS										
				\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -
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				\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -

SUBTOTAL	\$ -	\$ -	\$ -	\$ -
SUBTOTAL (SUM ALL PAGES):	\$ -	\$ -	\$ -	\$ -
30% CONTINGENCY & MOBILIZATION:	\$ -	\$ -	\$ -	\$ -
GRANDTOTAL:	\$ -	\$ -	\$ -	\$ -
COLUMN:	B	C	D	E

Site Improvement Bond Quantity worksheet

Original bond computations prepared by:

Name: _____
 PE Registration Number: _____
 Firm Name: _____
 Address: _____

Date: 11/25/2025

Tel. #: _____

Project No: _____

ROAD IMPROVEMENTS & DRAINAGE FACILITIES FINANCIAL GUARANTEE REQUIREMENTS

	PERFORMANCE BOND* AMOUNT	BOND* AMOUNT REQUIRED AT RECORDING OR TEMPORARY OCCUPANCY ***	PUBLIC ROAD & DRAINAGE MAINTENANCE/DEFECT BOND*
Stabilization / Erosion & Sediment Control (ESC)	(A) \$ -		
Existing Right-of-Way Improvements	(B) \$ -		
Future Public Road Improvements & Drainage Facilities	(C) \$ -		
Private Improvements	(D) \$ -		
Calculated Quantity Completed		(E) \$ -	
Total Right-of Way and/or Site Restoration Bond**	(A+B) \$ -		
Performance Bond* Amount (A+B+C+D) = TOTAL	(T) \$ - Minimum bond* amount is \$1000.	T x 0.20 \$ - OR	
Reduced Performance Bond* Total ***		(T-E) \$ - Use larger of Tx20% or (T-E)	
Maintenance/Defect Bond* Total			(B+C) x 0.20 = \$ -

NAME OF PERSON PREPARING BOND* REDUCTION: _____

Date: _____

* **NOTE:** The word "bond" as used in this document means any financial guarantee acceptable to City of Edgewood.

** **NOTE:** EMC 18.30.120 authorizes right of way and site restoration bonds to be combined when both are required.

The restoration requirement shall include the total cost for all TESC as a minimum, not a maximum. In addition, corrective work, both on- and off-site needs to be included.

Quantities shall reflect worse case scenarios not just minimum requirements. For example, if a salmonid stream may be damaged, some estimated costs for restoration needs to be reflected in this amount. A 30% contingency and mobilization cost is computed in this quantity (EMC 16.04.100).

*** **NOTE:** Per EMC 18.30.120, total bond amounts remaining after reduction shall not be less than 20% of the original amount (T) or as revised by major design changes.

SURETY BOND RIDER NOTE: If a bond rider is used, minimum additional performance bond shall be

\$ - (C+D)-E

REQUIRED BOND* AMOUNTS ARE SUBJECT TO REVIEW AND MODIFICATION BY CITY OF EDGEWOOD

LANDSCAPE BOND WORKSHEET



PROJECT NAME _____

PREPARED BY _____

DATE _____

	UNIT PRICE	UNIT TYPE	QUANTITY	PRICE
SOD LAWN AREAS	\$750.00	MSF (1000 SQ. FT)		\$0.00
HYDROSEEDING	\$250.00	MSF (1000 SQ. FT)		\$0.00
SOIL PREPARATION				
A. TOPSOIL (6 INCHES DEEP)	\$35.00	CY (CUBIC YARD)		\$0.00
B. MULCH (2 INCHES DEEP)	\$6.00	SY (SQUARE YARD)		\$0.00
C. PEAT MOSS (TWO INCHES DEEP)	\$2.30	SY (SQUARE YARD)		\$0.00
D. COMPOST (3 INCHES DEEP & TILLING)	\$26.00	SY (SQUARE YARD)		\$0.00
E. FERTILIZER	\$6.67	CY (CUBIC YARD)		\$0.00
PLANT MATERIALS				
A. DECIDUOUS TREES				
1.75 - 2.00" CALIPER (minimum height 10')	\$350.00	EACH (COST & LABOR)		\$0.00
1.5 - 1.75" CALIPER	\$300.00	EACH (COST & LABOR)		\$0.00
B. EVERGREEN TREES				
FIVE (5) FEET OR ABOVE	\$250.00	EACH (COST & LABOR)		\$0.00
C. SHRUBS	\$40.00	EACH (COST & LABOR)		\$0.00
D. GROUND COVER	\$6.00	EACH (COST & LABOR)		\$0.00
MISCELLANEOUS				
TREE STAKES	\$2.65	EACH PER STAKE		\$0.00
FENCING:	\$28.50	LINEAR FOOT		\$0.00
BERMING	\$17.50	LINEAR FOOT		\$0.00
IRRIGATION	\$1.00	SQUARE FOOT		\$0.00
RELOCATING TREES ON SITE				
36" BALL	\$260.00	EACH		\$0.00
60" BALL	\$920.00	EACH		\$0.00
RELOCATING SHRUBS ON SITE				
12" BALL	\$26.00	EACH		\$0.00
24" BALL	\$33.00	EACH		\$0.00
ADDITIONAL ITEMS				
		LUMP SUM		
		LUMP SUM		
		LUMP SUM		
		LUMP SUM		
BOND SUBTOTAL				\$0.00
25% CONTINGENCY				\$0.00
TOTAL BOND AMOUNT				\$0.00

APPENDIX E

BILL OF SALE FORM

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that _____, hereinafter referred to as the OWNER, for and in consideration mutual promises heretofore made by the parties under separate agreement or permit entered into or approved on the ____ day of _____, 20__, does hereby grant, sell, transfer and deliver unto the City of Edgewood, a Municipal Corporation in Pierce County, Washington, hereinafter referred to as CITY, the following goods, chattels and other items of personal property, namely:

I: Storm water line improvements consisting of (describe improvements) on and under the [public right-of-way commonly known as STREET NAME, or Public Storm Water Utilities Easement recorded under Pierce County Auditor's Fee No. _____]. Said improvements are as shown on the record drawings entitled [Project Name], dated _____, 20__.

II: This Bill of Sale grants, sells, transfers and delivers to the CITY, ownership in all items which comprise the storm water line improvements installed by the OWNER to date and shown on said drawings.

The OWNER does hereby covenant that he/she is the lawful owner of the afore-described goods, chattels and personal property; that such items are free from all liens and encumbrances; that the OWNER has the right to sell and/or transfer the same as aforesaid, and that the OWNER warrants and will defend the same against the claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of said OWNER.

Dated at _____, Washington, this ____ day of _____,
20____.

OWNER: _____
(Signature)

(print name)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that (he/she) signed
this instrument, on oath stated that (he/she) was authorized to execute the instrument on
behalf of [OWNER NAME] and acknowledged it as the [TITLE] to be the free and voluntary
act of such party for the uses and purposes mentioned in the instrument.

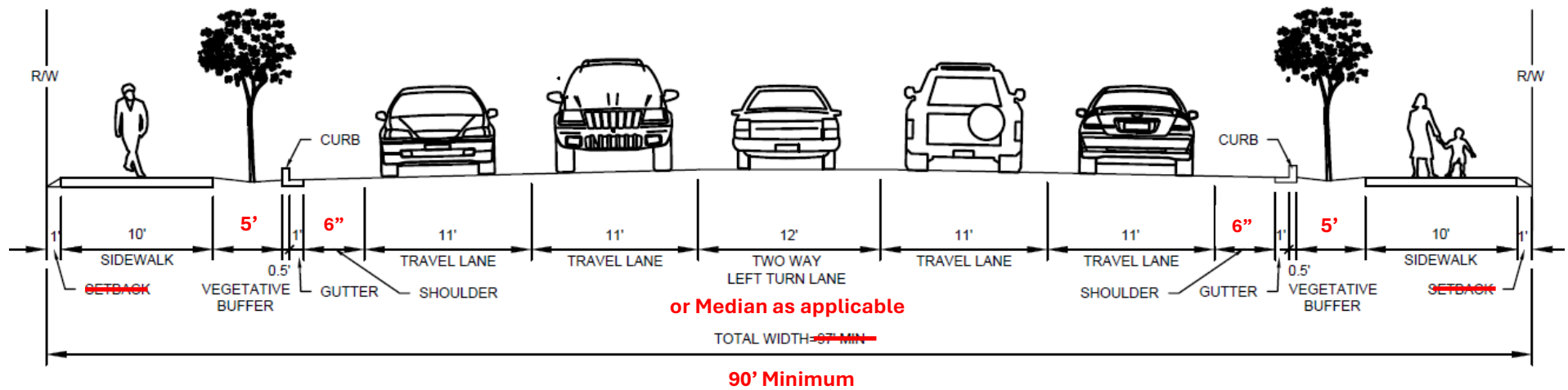
DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____
My commission expires: _____

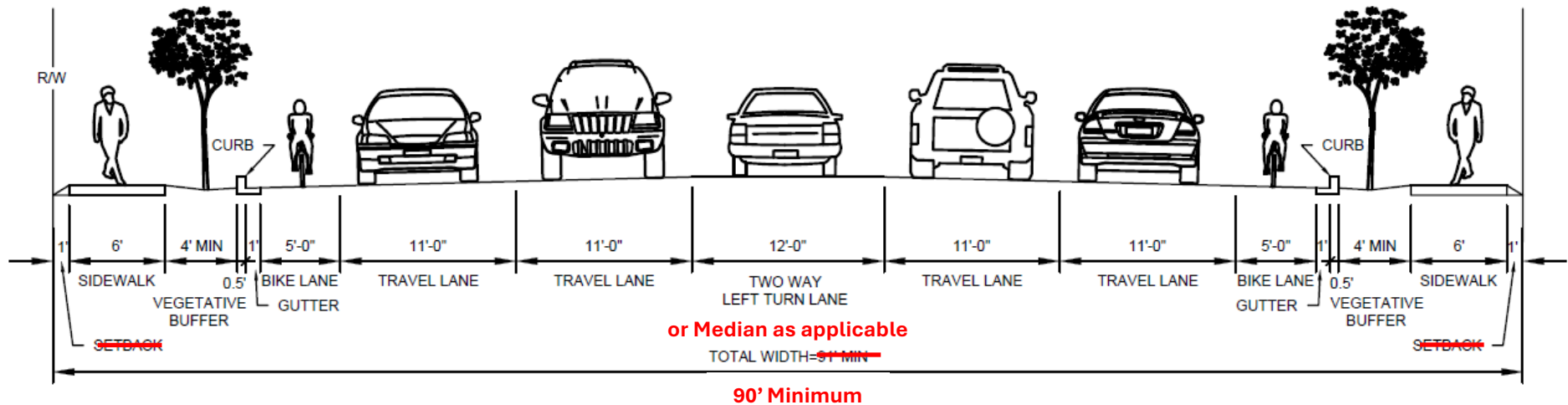
APPENDIX F

EDGEWOOD STANDARD NOTES AND DETAILS



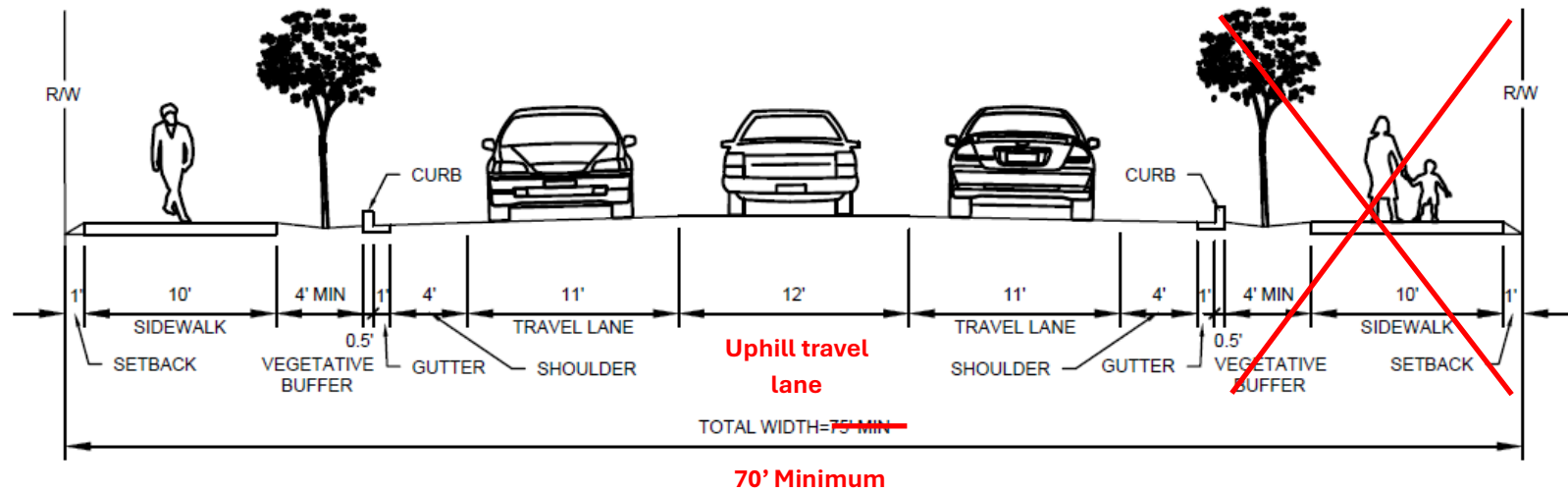
PRINCIPAL ARTERIAL - 5 LANE SECTION, NO BIKE LANES

Meridian Ave E (SR-161): South of Simon's Mill / 29th St E Vicinity to 36th St E



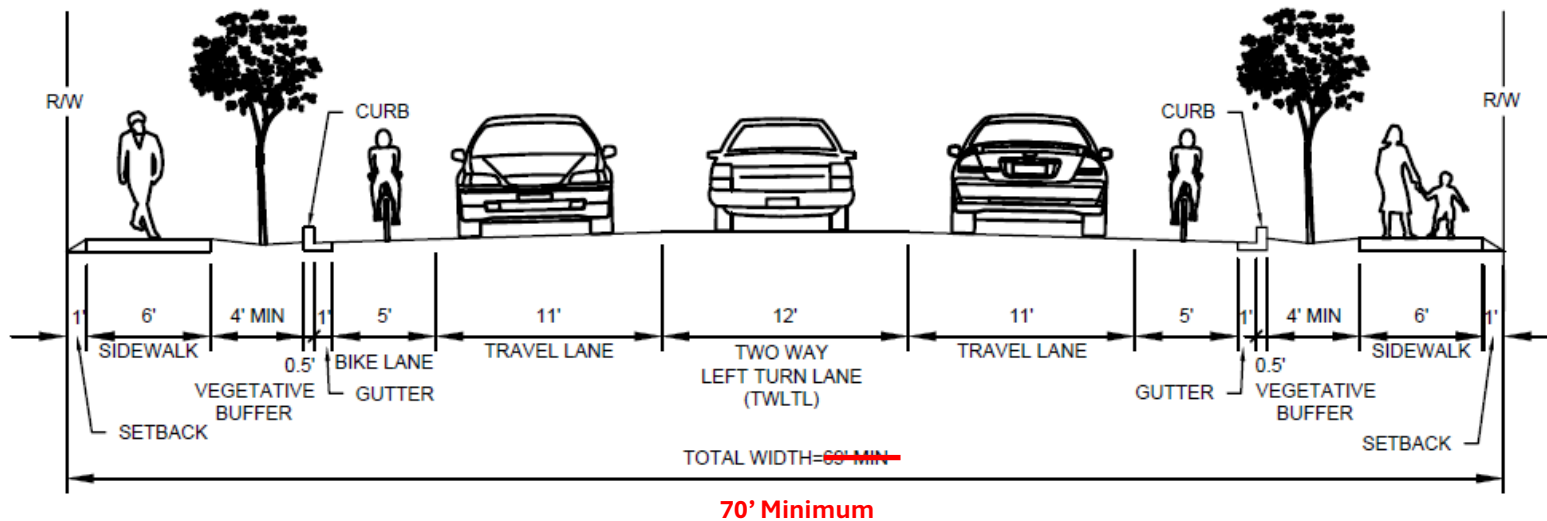
PRINCIPAL ARTERIAL - 5 LANE SECTION WITH BIKE LANES

Meridian Ave E (SR-161): North of Simon's Mill / 29th St E Vicinity to North City Limits



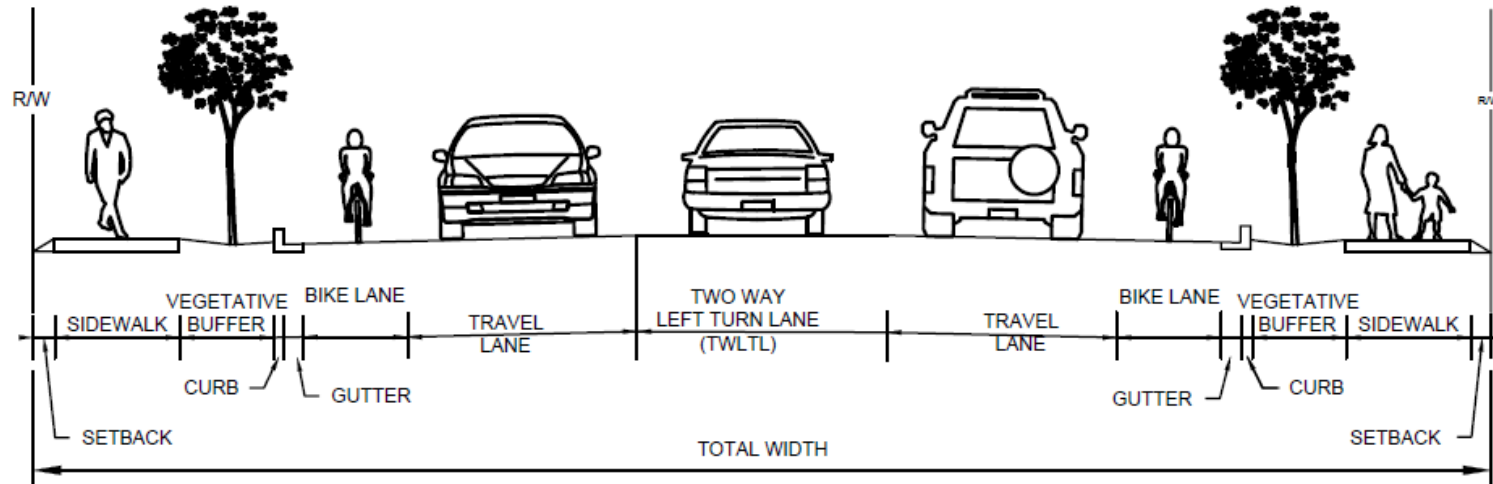
PRINCIPAL ARTERIAL SECT - 3 LANE, NO BIKE LANES

Meridian Ave E (SR-161): South of 36th St E to Dechaux Rd E



PRINCIPAL ARTERIAL - 3 LANE SECTION WITH BIKE LANES

Emerald St E, Jovita Blvd E: west of 114th Ave E

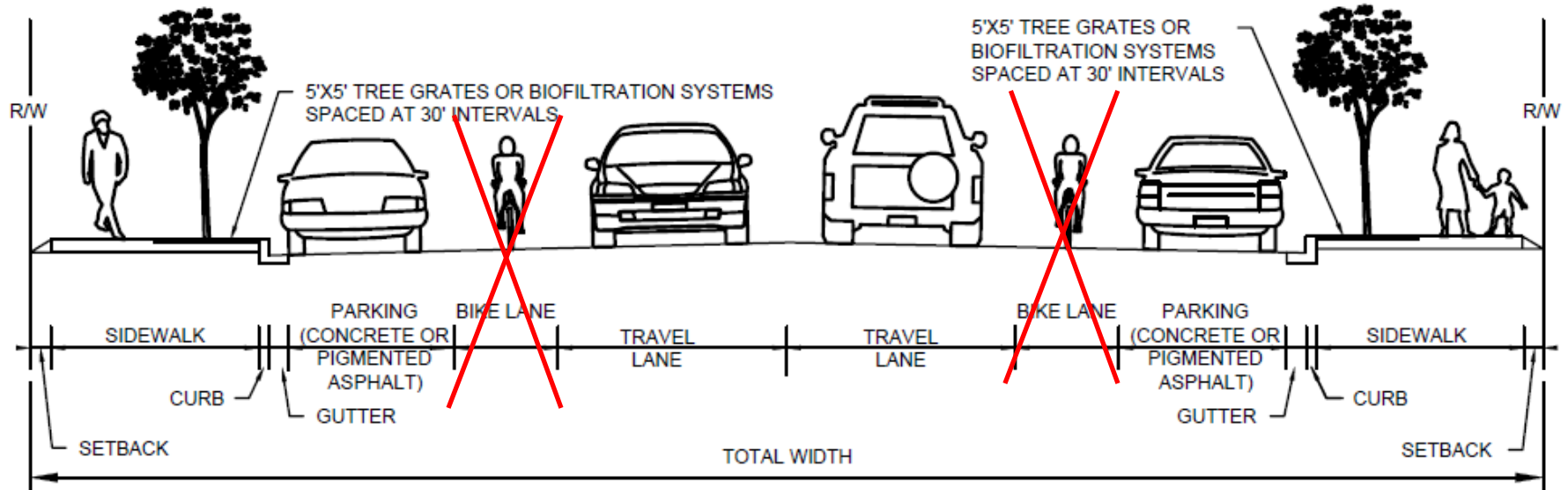


MINOR ARTERIAL

8th St E, 24th St E, 122nd Ave E

Design Section	ROW Width	Buffer	Sidewalk / Planter	Curb/Gutter	Bike Lane	Travel Lane(s)	Center Lane
Minor Arterial – 3-Lane Section	70'	Up to 3.5'	6' w/ 4' min. planter	Standard Vertical (1.5' total width)	5' from face of curb to stripe	10.5'	11' Turn Lane or Median
Minor Arterial – 2-Lane Section (TC/C/MUR Zones)	60'	Up to 1.5'	6' w/ 5' min. planter	Standard Vertical (1.5' total width)	5' from face of curb to stripe	12'	N/A
Minor Arterial – 2-Lane Section (R Zones)	60'	Up to 3'	10' Shared Use Path on one side w/ 5' min. planter*	Standard Vertical or Open Drainage	N/A	12'	N/A

* May accommodate 8'-wide on-street parking on opposite side of the section, where warranted

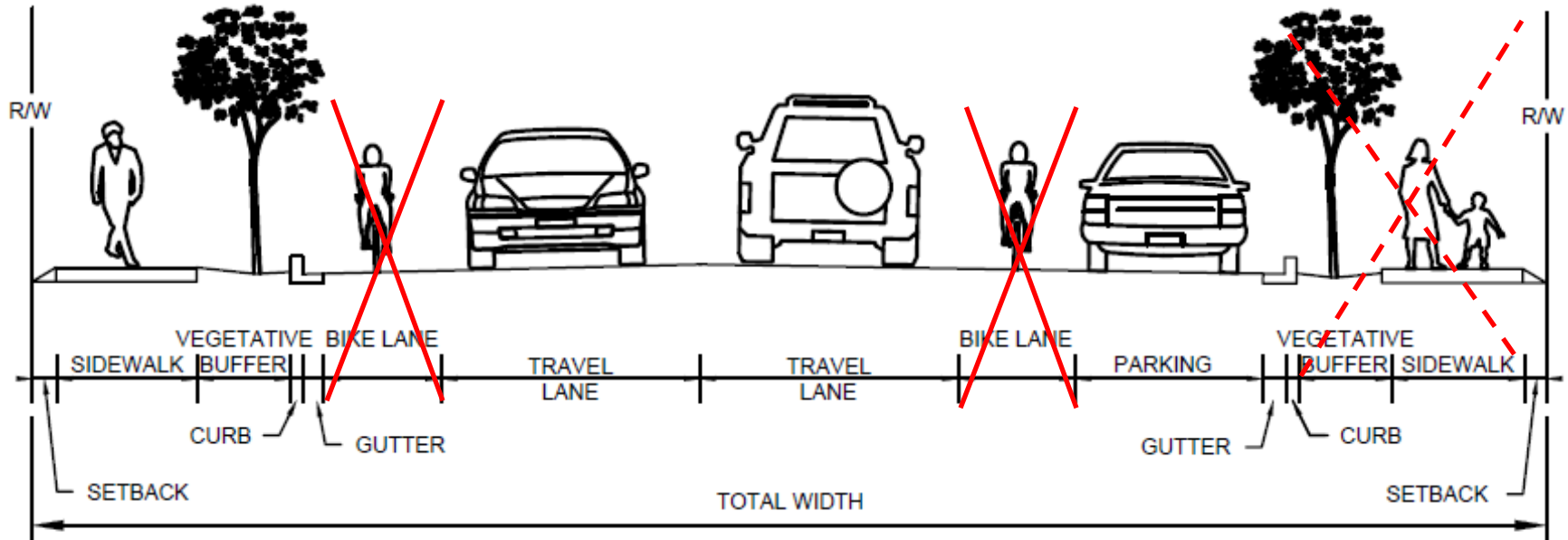


TOWN CENTER COLLECTOR

All collector arterials in the Meridian Corridor area

Design Section	ROW Width	Buffer	Sidewalk / Planter	Curb/Gutter	Bike Lane	Travel Lane(s)	Center Lane
Collector Arterial – High Density Zones	60'	Up to 0.5'	5' w/ 4' min. planter	Standard Vertical (1.5' total width)	N/A**	12'	N/A

** Provide 8'-wide on-street parking in lieu of bike lane, consider "sharrows" on arterials

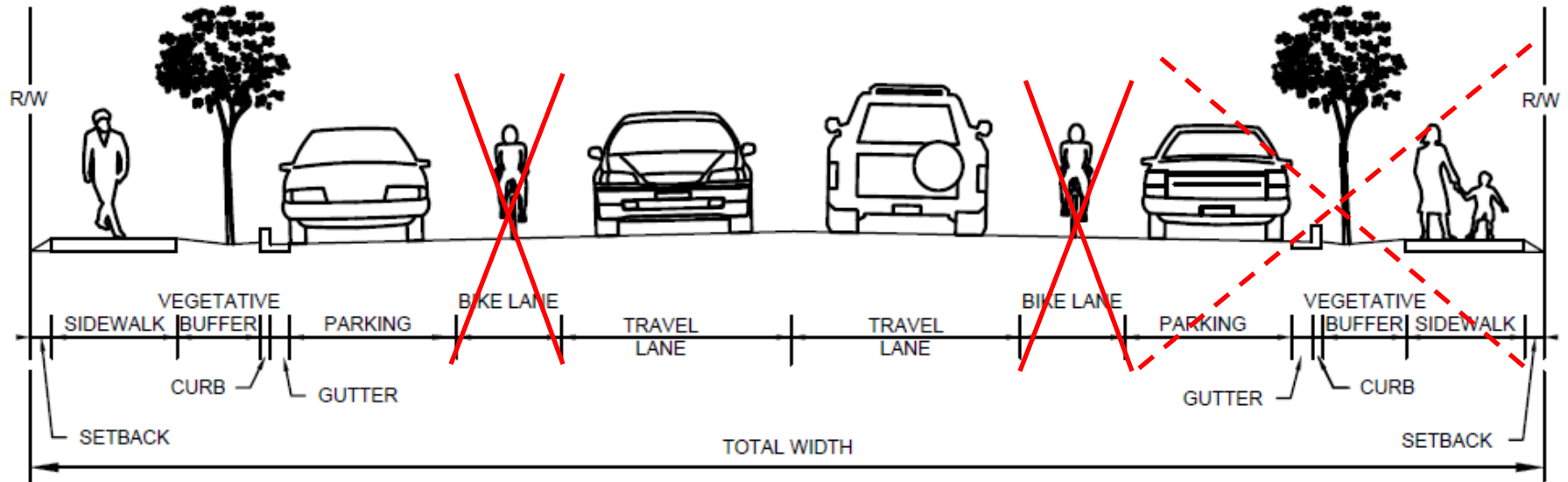


NEIGHBORHOOD COLLECTOR

All collector arterials outside the Meridian Corridor area

Design Section	ROW Width	Buffer	Sidewalk / Planter	Curb/Gutter	Bike Lane	Travel Lane(s)	Center Lane
Collector Arterial – Low Density (Residential) Zones	60'	Up to 0.5'	5' on at least one side w/ 4' min. planter (may be behind sidewalk)	Standard Vertical or Open Drainage	N/A**	12'	N/A

** Provide 8'-wide on-street parking in lieu of bike lane, consider "sharrows" on arterials



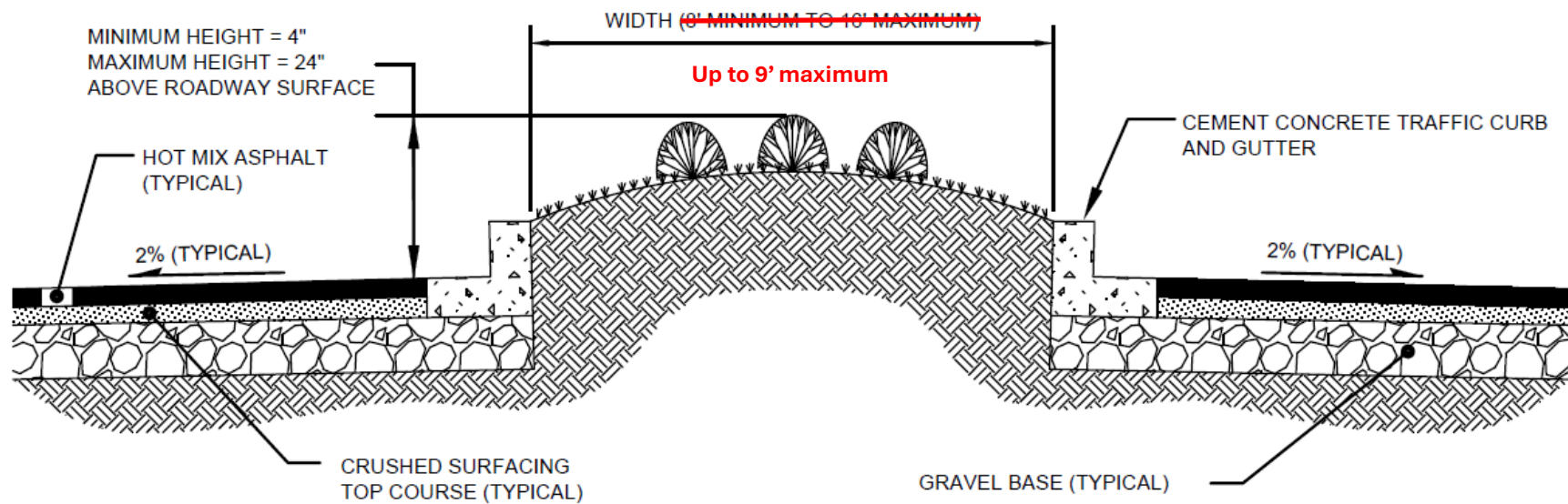
LOCAL STREET - CURBED

All other streets

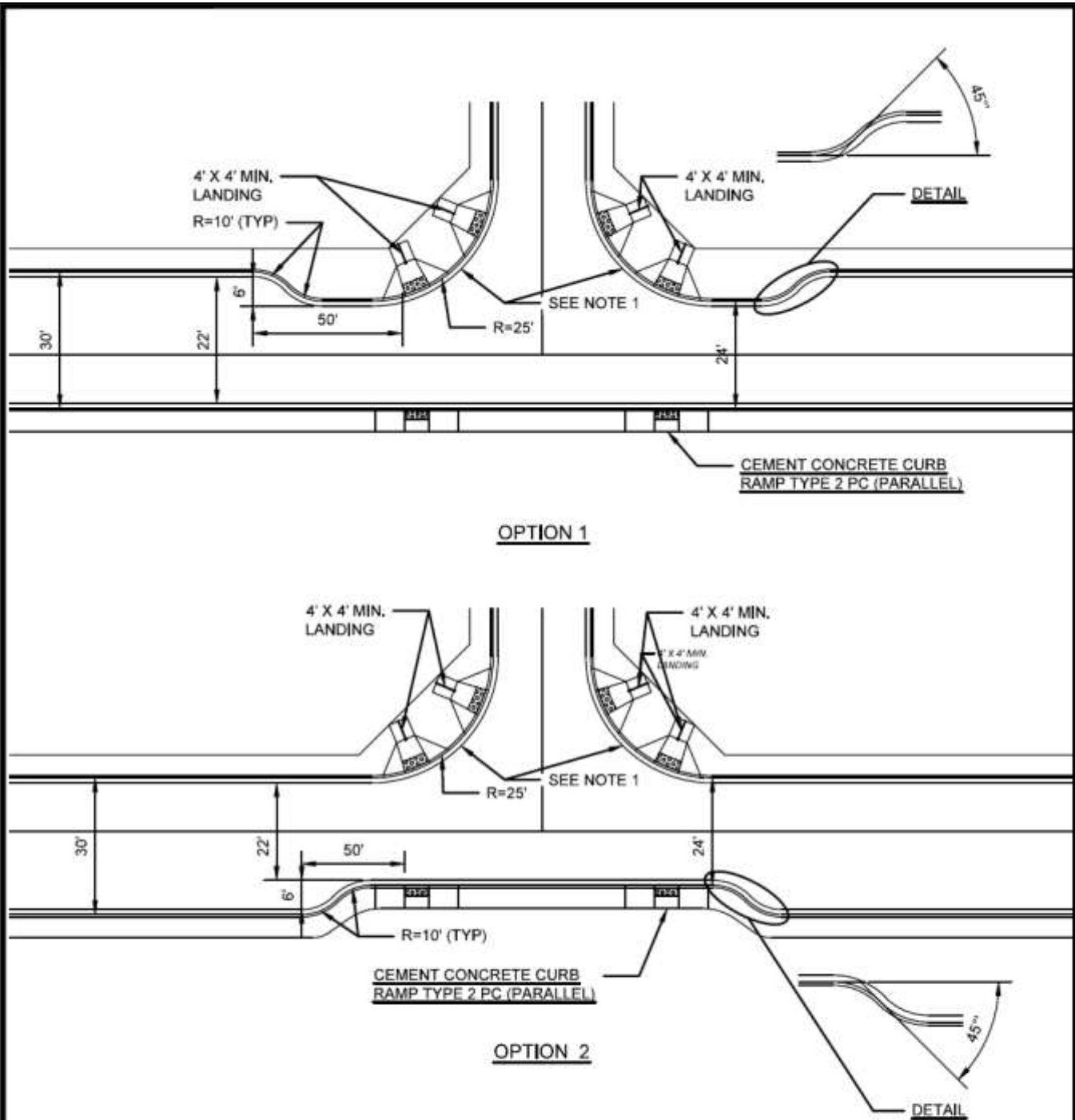
Design Section	ROW Width	Buffer	Sidewalk / Planter	Curb/Gutter	Bike Lane	Travel Lane(s)	Center Lane
Local Road – High Density Zones	60'	Up to 0.5'	5' w/ 4' min. planter (may be behind sidewalk)	Standard Vertical (1.5' total width)	N/A**	12'	N/A
Local Road – Low Density (R) Zones	60'	Up to 0.5'	5' on at least one side w/ 4' min. planter (may be behind sidewalk)*	Standard Vertical (1.5' total width)	N/A**	12'	N/A

* May accommodate 8'-wide on-street parking on opposite side of the section, where warranted

** Provide 8'-wide on-street parking in lieu of bike lane, consider "sharrows" on arterials



MEDIAN DETAIL

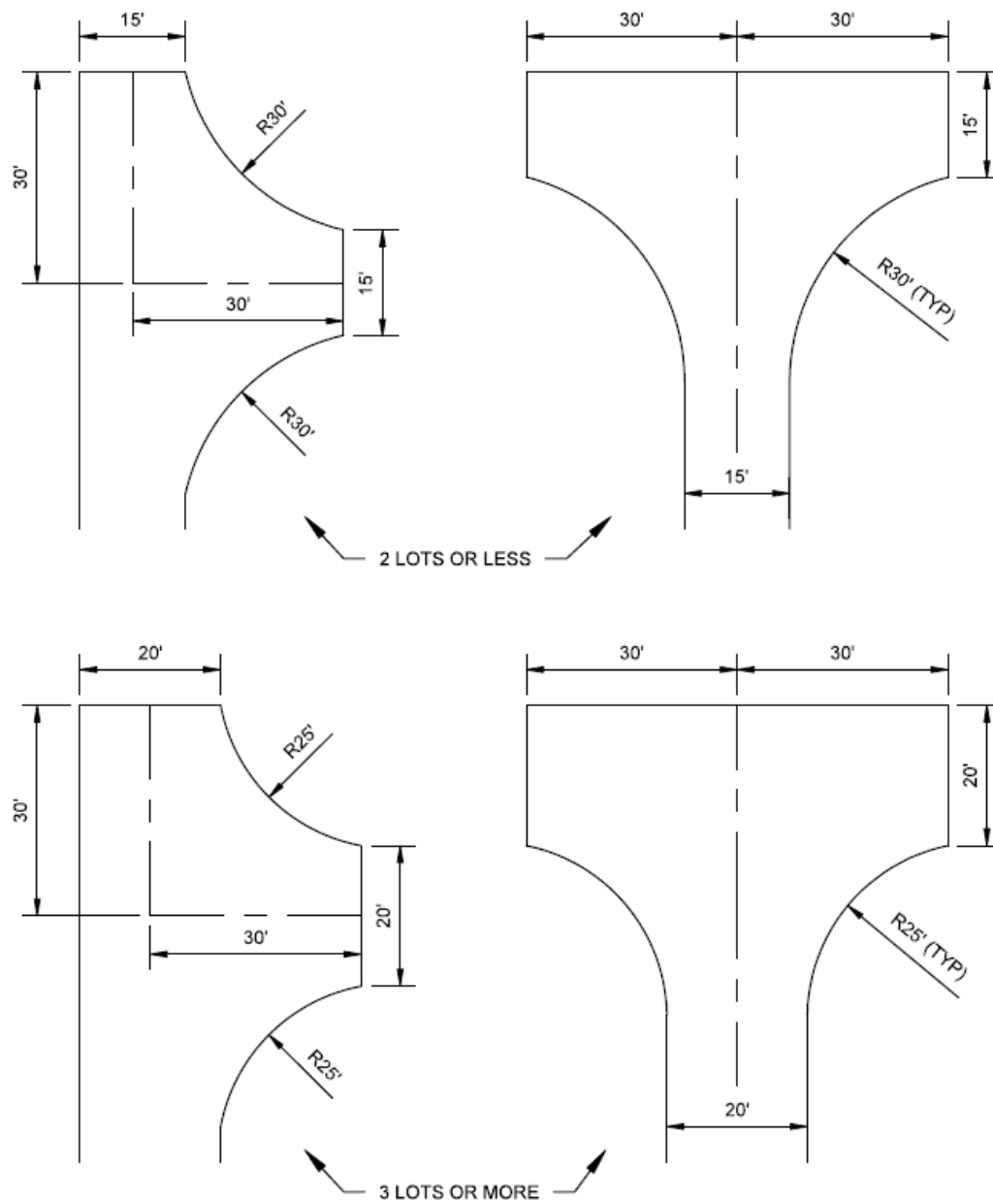
NOTES:

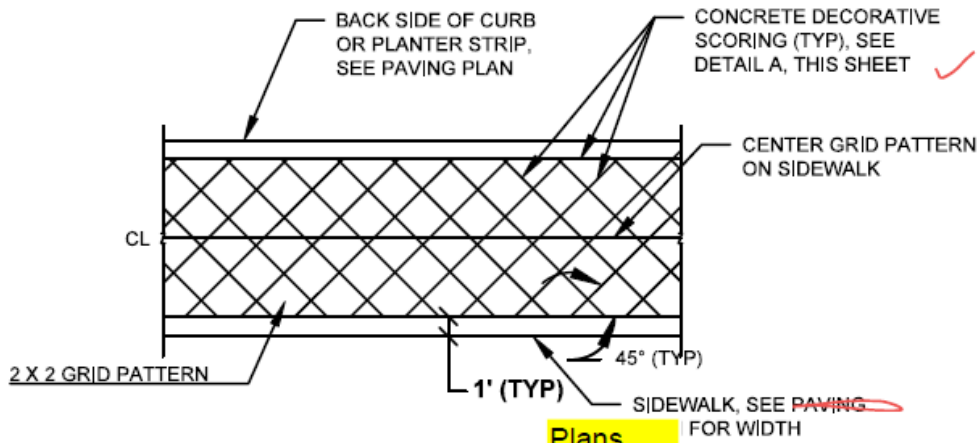
1. FOR SIDEWALK RAMPS, SEE STANDARD DRAWING PC.F8.4 AND PC.F8.5. CEMENT CONCRETE CURB RAMP TYPE 1 PC (PERPENDICULAR), RAMPS ARE TYPICALLY LOCATED AT THE 1/4 RADIUS POINTS.
2. SEE STANDARD DRAWING PC.A3.5 FOR LOCAL ROAD MINOR WITH PARKING DETAILS.



**LOCAL STREET
INTERSECTION CURBED
PLAN**

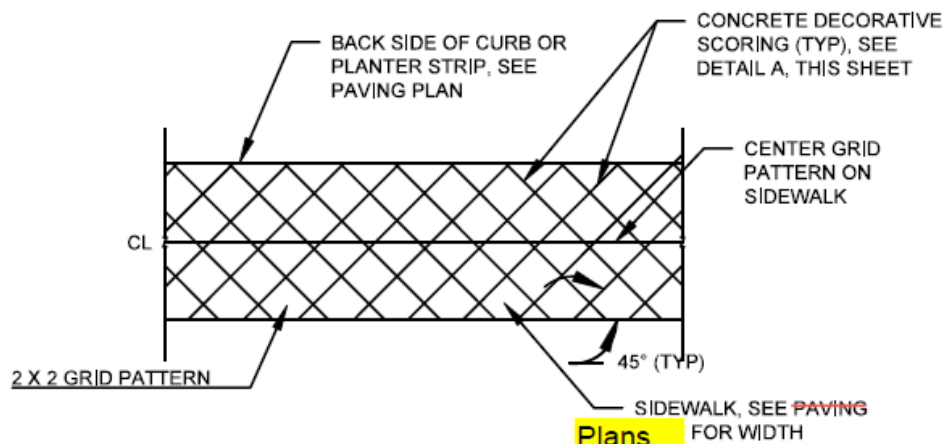
**STD DTL
A8**





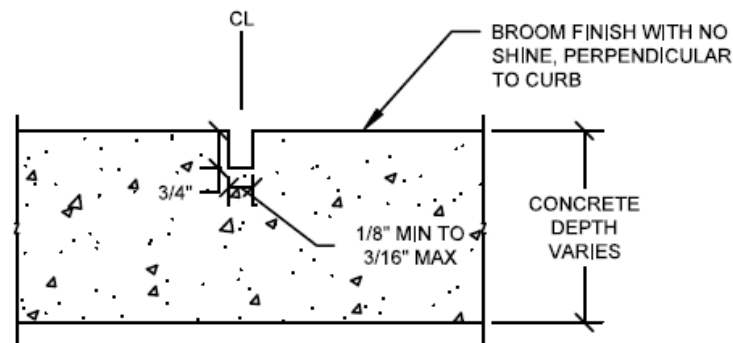
TYPICAL DECORATIVE SCORING PATTERN
8' AND GREATER WIDTH SIDEWALK

PLAN VIEW



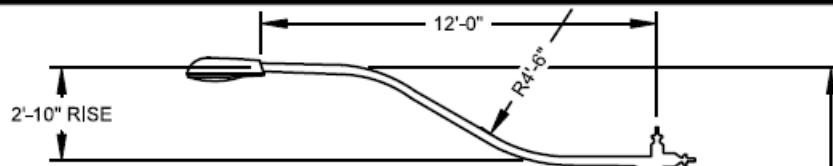
TYPICAL DECORATIVE SCORING PATTERN
6' WIDTH SIDEWALK

PLAN VIEW



NOTE: CLEAN SCORE BY HAND TOOL OR SAW CUTTING

Typical Detail A - CONCRETE DECORATIVE SCORING DETAIL
 SECTION VIEW



ROADWAY LIGHTING STANDARD	
POLE, MAST ARM MANUFACTURER	NOV AMERON
POLE, MAST ARM, BASE COLOR	POWDER COAT BLACK (FS 27038)
POLE TYPE	HOT DIP GALVANIZED STEEL, ROUND, TOP O.D. 3 1/2", BASE O.D. 8 1/5"
BASE	DECORATIVE
LUMINAIRE HEAD	GE LIGHTING SYSTEMS, EVOLVE SCALABLE COBRAHEAD, ERS1, ERS2, ERS3, ERS4
	LEOTEK, GREENKINGCOBRA, GC2-90F, GC2-1 OOF, GC2-120F
	CREE, XSP2-BXSPA23, XSP2L-BXSPA23
BULB	LIGHT-EMITTING DIODE (LED)
LUMINAIRE HEAD COLOR	BLACK
REQUIRED OPTIONS	BASE MUST HAVE HANDHOLE
FUSE CONNECTOR KIT	PER WSDOT QUALIFIED PRODUCTS LIST
FUSES	PER WSDOT QUALIFIED PRODUCTS LIST
UTILITY BOX	JUNCTION BOX PER WSDOT STANDARD PLAN J-40,10
POWER	TO BE PROVIDED BY DEVELOPER. 120V FOR DUPLEX RECEPTACLE, 240V FOR THE STREET LIGHT.
CONDUIT	MINIMUM O.D. 2"
WIRING	THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING WIRE THAT MEETS NEC STANDARDS, COPPER WIRE ONLY, PER WSDOT STANDARD PLAN J-28.70.
FOUNDATION	SLIP BASE PER WSDOT STANDARD PLAN J-28,30

PRINCIPLE ARTERIAL - 40'-0"
 MINOR ARTERIAL - 40'-0"
 COLLECTOR - 35'-0"
 LOCAL ROAD - 35'-0"

HANDHOLD
 DECORATIVE BASE

NOTES:

1. WELD: ALL BUTT WELDS TO BE GROUND FLUSH WITH BASE METAL, WELDING OF STRUCTURES SHALL BE IN ACCORDANCE WITH THE CURRENT AASHTO "SPECIFICATIONS FOR STRUCTURAL SUPPORTS OF HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS".
2. ALL WIREWAYS SHALL BE DEBURRED, ROUNDED AND SMOOTH FOR WIRE PROTECTION PURPOSES .
3. AASHTO 2009 DESIGN PARAMETERS:
 - LOCATION: WASHINGTON STATE
 - BASIC WIND SPEED: 90 MPH
 - DESIGN LIFE: 50 YEARS RECURRENCE INTERVAL
4. DESIGN LIGHT LEVELS PER IESNA'S "AMERICAN NATIONAL STANDARD PRACTICE FOR ROADWAY LIGHTING" (RP-8-00).

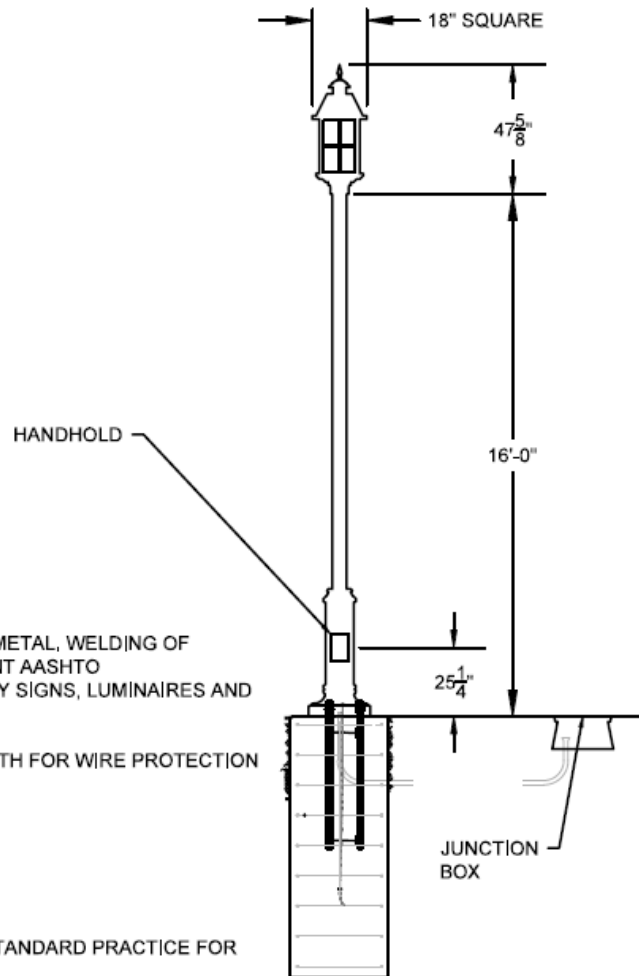
JUNCTION BOX



ROADWAY LIGHTING
 STANDARD

STD DTL
 J1

ROADWAY LIGHTING STANDARD	
POLE, BASE MANUFACTURER	NOV AMERON
POLE, BASE MODEL NUMBER	POWDER COAT BLACK (FS 27038)
POLE BASE COLOR	HOT DIP GALVANIZED STEEL, ROUND, TOP O.D. 3 1/2", BASE O.D. 8 1/5"
POLE BASE TYPE	DECORATIVE
LUMINAIRE HEAD MODEL NUMBER	ALMCHN - LE060/EVX/X4-YSDP- FBR- XX - CB
BULB	LIGHT-EMITTING DIODE (LED)
LUMINAIRE HEAD COLOR	CLASSIC BLACK
REQUIRED OPTIONS	BASE MUST HAVE HANDHOLE
FUSE CONNECTOR KIT	PER WSDOT QUALIFIED PRODUCTS LIST
FUSES	PER WSDOT QUALIFIED PRODUCTS LIST
UTILITY BOX	JUNCTION BOX PER WSDOT STANDARD PLAN J-40,10
POWER	TO BE PROVIDED BY DEVELOPER, 120V FOR DUPLEX RECEPTACLE, 240V FOR THE STREET LIGHT,
CONDUIT	MINIMUM O.D. 2"
WIRING	THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING WIRE THAT MEETS NEC STANDARDS, COPPER WIRE ONLY, PER WSDOT STANDARD PLAN J-28,70,
FOUNDATION	SLIP BASE PER WSDOT STANDARD PLAN J-28.30



NOTES:

1. WELD: ALL BUTT WELDS TO BE GROUND FLUSH WITH BASE METAL, WELDING OF STRUCTURES SHALL BE IN ACCORDANCE WITH THE CURRENT AASHTO "SPECIFICATIONS FOR STRUCTURAL SUPPORTS OF HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS".
2. ALL WIREWAYS SHALL BE DEBURRED, ROUNDED AND SMOOTH FOR WIRE PROTECTION PURPOSES .
3. AASHTO 2009 DESIGN PARAMETERS:
 - LOCATION: WASHINGTON STATE
 - BASIC WIND SPEED: 90 MPH
 - DESIGN LIFE: 50 YEARS RECURRENCE INTERVAL
4. DESIGN LIGHT LEVELS PER IESNA'S "AMERICAN NATIONAL STANDARD PRACTICE FOR ROADWAY LIGHTING" (RP-8-00),

Chapter 12.02

STREET DESIGN AND CONSTRUCTION STANDARDS

12.02.010 Purpose and Applicability.

A. This Chapter provides the minimum technical requirements for the design and construction of streets, bridges, shared accesses, alleys, driveway approaches, vehicular access gates, and their associated appurtenances, applying to all public and private proposals, whether they are wholly or partially within the City of Edgewood, for:

1. Any development activity that may impact public streets, traffic and access;
2. Construction and reconstruction of driveway approaches, vehicular access gates, streets, shared access facilities, alleys, and driving surfaces within ingress/egress easements; and
3. Any other construction and reconstruction within ingress and egress easements, access easements, street easements, open city right-of-way, and unopened city right-of-way.

B. Where the requirements of this Chapter conflict with any other law, ordinance, resolution, rule, or regulation, the more restrictive provision shall govern.

12.02.020 Exemptions.

The following activities are exempt from the requirements of this Chapter:

- A. Placement or replacement of mobile/manufactured homes within approved mobile home parks.
- B. Maintenance and repair activities on privately owned and maintained streets, shared access facilities, alleys, drivable surfaces within ingress/egress easements (or tracts), sidewalks, and pathways, as long as the repair and maintenance conforms to the original design and/or construction.
- C. Maintenance and repair activities performed by the City of Edgewood.
- D. Temporary construction activities that do not impact, change, or otherwise alter public streets, access thereto, or traffic thereon.

12.02.030 Standards Adopted.

A. Street Design and Construction Standards. The latest adopted edition of the "Public Works Standards," as published by the City Engineer, is adopted for all streets, shared access facilities, vehicular access gates, bridges, and other new construction, widening or expansion of public and private roads in the City of Edgewood, and, to the extent practicable and feasible, for reconstruction, resurfacing, restoration, and rehabilitation of existing public or private roads in the City. Projects that propose any construction of hard surfaces must also comply with the stormwater manual adopted under EMC 13.05.

B. Utility Design and Construction Standards. The latest adopted edition of the "Manual on Accommodating Utilities in Pierce County Right-of-Way," as published by the Pierce County Engineer, is the policy for accommodation of utilities for street and bridge construction of public and private roads in the City of Edgewood.

C. Manuals Available. Pursuant to RCW 35A.12.140 and 35A.13.180, the latest edition of the adopted manuals shall be available for inspection at Edgewood City Hall during normal business hours.

D. Changes to Standards. Local modifications to outside agency standards referenced above are contained herein under EMC 12.02.100. The Director may substitute more stringent standards and specifications where special conditions warrant, as approval conditions for applicable permit(s). Any further changes to the adopted standards shall be submitted and recommended by the City Engineer to the City Council for their review and adoption by ordinance.

12.02.040 Definitions.

A. Unless otherwise defined in subsection B, this chapter relies on definitions contained in the following references, in order:

1. The standards and manuals adopted by reference under EMC 12.02.030;
2. EMC Chapter 18.20, Definitions;
3. WAC 197-11-700 through 197-11-799, as now or hereafter amended; and
4. the latest edition of Webster's Dictionary.

B. For the purposes of regulating this chapter, the following definitions shall apply:

1. "Alley" or "Alleyway" means a vehicular driving surface not designated for general travel that is primarily used as a means of access to the rear of a lot or parcel.
2. "Applicant" means the person, party, firm, corporation, other legal entity, or their duly authorized agent, who submits an application for any of the activities covered by this chapter.
3. "Arterial" means a city street classified as a principal, minor, or collector arterial.
4. "Arterial Intersection" means the intersection of two or more arterials.
5. "Commercial" means any land use other than Residential, detached dwelling or middle housing.
6. "City Engineer" means the Edgewood City Engineer or authorized representative.
7. "Department" means the City of Edgewood Public Works Department.
8. "Director" means the City of Edgewood Public Works Director or authorized representative.
9. "Gravel Surface" means a minimum two-inch crushed surfacing top course per current Washington State Department of Transportation specifications.
10. "Local Street" means a city street classified as a local street and not otherwise classified as an arterial.
11. "Mitigation" means a traffic improvement that is intended to change a traffic impact to a level of non-significance.
12. "Offsite Existing Private Road" means a private road that provides access from a proposed development to a public road, which exists as of the effective date of this ordinance and is located outside of the proposed development's boundaries.
13. "Open right-of-way" means a constructed street, open to the public and maintained by the City, that is owned, dedicated or conveyed to the public.
14. "Peak-Hour Trip" shall be as defined under EMC 4.30.030(H).
15. "Public Facilities" include public schools, fire stations, police stations, public libraries, public parks, and public recreational facilities. For the purposes of administering this Chapter, the following are not considered Public Facilities:
 - a. Facilities owned and operated by a public school district that are not public schools. Examples include administration buildings, maintenance facilities, and other support facilities.
 - b. Existing public facilities, including additions, remodels, and reconstruction of such facilities.

c. Educational skill centers located within commercial shopping centers or similar commercial complexes.

16. "Shared Access Facility" means a privately-owned drivable surface which provides vehicular access to at least two lots and meets the design standards specified in this Chapter.

17. "TIA" means traffic impact analysis.

18. "Traffic Impact" means the effects or consequences of proposed developments that changes or alters the demand for services on any public street.

19. "Traffic Improvement" means an action that improves the operations or conditions of a street or intersection.

20. "Trip Assignment" means the number of peak-hour trips from a proposed development expected to use specific city streets.

21. "Trip Distribution" means the directional orientation of peak-hour trips from a proposed development.

22. "Trip Generation" means the peak-hour trips generated by a proposed development.

23. "Unopened right-of-way" means a public City right-of-way that exists by dedication or deed, but within which no street has been constructed for the purpose of public use, or within which any constructed road or street is not maintained by the City.

C. The Director has the final authority to determine the interpretation or usage of terms used in this chapter.

12.02.050 Proposed Development Improvements.

A. Site Plan Review. To ensure the preservation and implementation of needed transportation infrastructure as identified in the City's transportation plans and programs, all proposed developments shall be reviewed by the City Engineer. Access roads, internal site roads, and overall site plan layout for proposed development shall be designed to be consistent with planned and/or programmed transportation facilities within the City. Transportation facilities shall include arterial roads, local road connectivity, road right-of-way, sidewalks, and/or easements for slopes and utilities. All proposed buildings and constructed site features shall be set back and/or designed to not be in conflict with the City's plans for road alignments and widths as identified in the most recently adopted official controls, including but not limited to:

1. the Edgewood Six-Year Transportation Improvement Program;
2. the Edgewood Comprehensive Plan; and/or
3. any approved City road project and/or right-of-way plans.

B. Public Frontage Road. Except for new residential detached dwellings and middle housing structures on existing lots, or expansions of existing structures of less than 60 percent of the total building value as calculated in the IBC, all proposed developments must improve the nearest half of all abutting public frontage road rights-of-way to currently adopted Public Works Standards. This requirement may be waived by the Department when a project providing this infrastructure is included within the City's adopted Six-Year Transportation Improvement Program and is fully funded.

C. On-Site Improvements. All land divisions must provide on-site roadway improvements in conformance with EMC Title 16 and the Public Works Standards. When the length of full height traffic curbing is reduced to short segments due to driveway spacing, rolled curbing may be used with prior approval by the City Engineer.

12.02.060 Offsite Improvements Required.

A. Lot Access Requirements. The requirements of this section must be met prior to issuance of a building permit for any habitable structure:

1. The subject permit's lot shall adjoin or have legal access to an open right-of-way.
2. If the lot was created by subdivision, all road and access improvements required through the subdivision process must be completed.
3. If the lot was not created by subdivision, or for lots created by a subdivision where no road or access improvements were required, all private roads, shared access facilities, easements or tracts that provide a legal vehicular access between the lot and the open right-of-way shall have a minimum all-weather vehicle driving surface that is not less than 15 feet in width. All portions of the driving surface that equal or exceed a longitudinal grade of 12 percent shall be paved with a minimum of 2 inches compacted depth hot mix asphalt class ½". The maximum longitudinal gradient is 15 percent. If the proposed access length is a dead-end 300 feet or longer without an approved turnaround, an approved turnaround is required on the subject property or approved alternative location. See the Public Works Standards for details.
4. For situations where it is not physically or economically feasible to construct the access between the lot and an open right-of-way, the following shall be required:

- a. Habitable structures shall have an approved fire sprinkler system meeting the requirements of NFPA;
- b. Title notification shall be recorded to provide notice to future purchasers that the access to the lot does not meet minimum standards, and additional fire protection features have been required; and
- c. Other improvements to the lot access and/or other fire protection related features may be required on a case by case basis as determined by the Fire Code Official.

B. Access to Public Facilities. To ensure public facilities remain open and accessible to all members of the public, they shall be accessed by a public roadway or private road designed and constructed per the adopted Public Works Standards. If said access is provided by a private road, the easement establishing the private road shall not be gated and the easement shall not prohibit or otherwise limit access to the public facility.

C. Minimum Existing Offsite Private Road Requirements. Except for new detached residential structures on existing lots, all proposed developments must improve offsite existing private roads to the following minimum standards:

1. Width. Private roads serving up to 100 ADT (or 10 dwelling units) shall be paved with a 20-foot traveled surface width. Roads serving more than 100 ADT (or greater than 10 dwelling units) shall be paved with a 24-foot traveled surface width.

2. Paved Surface. The paved surface shall be in accordance with the Public Works Standards, consisting of:

- a. permeable pavement where feasible and designed by an engineer, or
- b. two inches of hot mix asphalt Class 1/2 inch over suitable gravel base, or
- c. six inches of Portland cement concrete over suitable gravel base, or
- d. match the existing pavement section if thicker.

3. Vertical Clearance. The road must have an unobstructed vertical clearance of not less than 13 feet 6 inches. The City, after conferring with East Pierce Fire and Rescue, may allow a reduction in the vertical clearance, provided such reduction does not impair access by emergency vehicles, and approved signs are installed and maintained indicating the established vertical clearance.

4. Bridges and Structures. All bridges and structures, including drainage structures, must be capable of carrying a minimum design load of HS-25 per "Standard Specifications for Highway Bridges," as published by the American Association of State Highway and Transportation Officials. The City may require that the capacity of bridges and structures be certified by a licensed structural engineer.

5. Easements or Tracts. Private road easements or tracts must be of sufficient width so as to completely contain the minimum required traveled way and any associated drainage features. The City may require survey information to verify that the traveled way and associated drainage features are located within the documented easement or tract.

6. Obstructions. Any obstructions, including but not limited to street lighting, poles, power poles, utility boxes, telephone boxes, street trees, retaining walls, fire hydrants and/or landscaping material, shall not be located within two feet of the required minimum traveled way. Sight obscuring objects must be removed or relocated to provide adequate sight distances as required in the Public Works Standards.

7. Turnarounds. Roads exceeding 1,500 feet in length, measured along the road centerline from intersection to intersection, must have an approved turnaround per the Public Works Standards.

8. Road Signs and Names. All private roads must have private road name signs that meet the requirements outlined in the Public Works Standards. All private roads names shall be assigned by the City.

9. Stop Signs. All private road approaches to City arterial and collector roads shall have a stop sign installed and maintained by the property owners, in accordance with the requirements of the Public Works Standards.

10. Speed Limit Signs. On roads exceeding 300 feet in length, speed limit signs are required and must be maintained by the property owners. Speed limit signs must meet and must be installed according to the engineer's recommendation. The posted speed limit must be consistent with the available entering sight distance and stopping sight distance, but in no case shall exceed 25 miles per hour.

D. Minimum Existing Offsite Public Road Requirements. All proposed developments that propose an increase of 25 ADT or more must improve offsite existing public roads to the following minimum standards:

1. Width. Public roads serving up to 800 ADT (or 80 dwelling units) shall be paved with a 20-foot traveled surface width. Roads serving more than 800 ADT (or greater than 80 dwelling units) shall be paved with a 24-foot traveled surface width.

2. Paved Surface. The paved surface shall be in accordance with the Public Works Standards, consisting of:

a. two inches of hot mix asphalt Class 1/2 inch over suitable gravel base, or

b. match the existing pavement section if thicker.

3. Bridges and Structures. All bridges and structures, including drainage structures, must be certified by a licensed structural engineer as being capable of carrying a minimum design load of HS-25 per "Standard Specifications for Highway Bridges," as published by the American Association of State Highway and Transportation Officials.

4. Other Standards. All other design criteria stated in the Public Works Standards for public roads must be met.

E. Unopened Right-of-Way. No development, except for new residential detached dwellings on existing lots, shall be allowed to use dedicated, but unopened, City right-of-way, subject to the following:

1. If right-of-way exists and/or right-of-way can be deeded to provide right-of-way widths in accordance with the Public Works Standards, the development will be required to construct new public road(s) within the unopened right-of-way adjacent to the development boundaries and for distances necessary to provide required access to the development. Proposed new public roads must be connected directly to existing public roads.

2. Access for new detached residential structures on existing lots using unopened right-of-way may be allowed, for up to six dwelling units, under the following conditions and standards:

- a. A Street Use Permit Application (EMC 12.16) seeking permission to use the unopened ROW must be submitted to the City Engineer for review and approval.
- b. Required driveway traveled widths shall be as follows: 15 feet for up to two dwelling units, 20 feet for three to four dwelling units, and 24 feet for five to six dwelling units.
- c. If the proposed driveway length is a dead-end 300 feet or longer without an approved turnaround, an approved turnaround shall be required on the subject property or approved alternative location. See the Public Works Standards for details.
- d. Required driveway surfacing shall be permeable pavement where feasible and as designed by an engineer, or two inches of hot mix asphalt Class 1/2 inch over suitable gravel base, suitable to support imposed loads of fire apparatus.
- e. Construction plans prepared by a licensed professional engineer in the State of Washington shall be required. Said plans shall also include a survey to locate at a minimum true centerline of the unopened City right-of-way.
- f. All required permits, including but not limited to Right-of-Way, Driveway Approach, Critical Area Review, Site Development, etc., must be obtained prior to construction.
- g. All maintenance and operation shall be the responsibility of the benefited party(s) as per the Street Use Permit.

12.02.070 Complete Streets Policy.
(RESERVED)

12.02.080 Traffic Impact Analysis Requirements.

To promote and assist in the timely and orderly review of potential traffic impacts, all proposed developments are subject to Transportation Concurrency Management pursuant to Chapter 18.105 EMC. Upon concurrency determination, the applicant may be required to prepare a Traffic Impact Analysis (TIA) as part of the SEPA Review process, following the currently adopted Traffic Impact Analysis Guidelines (EMC 18.105.240).

12.02.090 Deviations.

No deviation from the adopted standards on public and private roads contained in this Title and the Public Works Standards shall be made without first obtaining the approval of the City Engineer in accordance with this Section.

A. Request. The Applicant making a request to gain approval for alternative designs which deviate from the adopted standards shall submit a written request directly to the City Engineer for evaluation. The request shall be prepared and stamped by a Professional Engineer licensed in the State of Washington and possess the level of knowledge and experience to prepare such request.

B. Evaluation Criteria. Deviations shall meet the following criteria for approval, and shall not deviate from State adopted standards (RCW 35.78.040):

1. The deviation will produce compensating or comparable results, adequate for the road users and the general public;
2. The deviation will not violate any development conditions imposed upon the project;
3. The deviation will not be materially detrimental to the public welfare or injurious to the property or improvement in such vicinity in which the subject property is located; and
4. The deviation is based on sound engineering judgment, and requirements for safety, function, appearance, environmental protection, and maintainability are fully met.

1 C. Review and Approval. The City Engineer may only grant a deviation from the minimum technical requirements
2 based upon the information, plans and/or design data provided by the Applicant's Engineer. The City Engineer shall
3 review the deviation request, together with all supportive material and any staff review and recommendations, to
4 determine whether the proposal meets the criteria for approval outlined in subsection (B), above. The City Engineer
5 shall prepare written findings of fact and conclusions, and shall grant, grant with conditions, or deny a deviation
6 request in full or in part based on these findings and conclusions. Deviations must receive the approval of the City
7 Engineer before road construction plans can be approved.

8 D. Appeal Procedure. If a deviation request has been denied, the Applicant may seek a re-examination of the
9 original deviation request by transmitting a letter to the Director outlining exceptions taken to the City Engineer's
10 findings. The Applicant shall provide additional details specifically addressing the exceptions being taken in order to
11 enable the Director to conduct additional evaluation of the request. The Director will be the final authority in
12 resolving disputes concerning questions of fact in connection with the adopted standards contained in EMC Title 12,
13 as set forth in Chapter 35.22.280 RCW and other applicable sections of RCW Chapter 35A. The decision of the
14 Director is final and may not be appealed.

15 **12.02.100 Modifications to Referenced Manuals.**

16 *Add local modifications to the utility manual here*

Chapter 12.05

STREET AND RIGHT-OF-WAY REGULATIONS

12.05.010 Permits Required.

The following is a list of permits required under this Chapter. To obtain a permit, the Applicant shall submit an application and pay the fee as provided in the City's Fee Schedule. Application submittal shall include a copy of any applicable approved construction plans. Permits shall be valid for a period of 90 days from and after the date of issuance, with extensions at the discretion of the City Engineer. A copy of each permit shall be available for inspection at the activity site during the life of the permit. All work conducted under an issued permit must be completed prior to the expiration date of such permit.

A. Right-of-Way Permit. Except as provided in Chapter 12.06 EMC, no person, party, firm, corporation, or entity, shall conduct any construction activity within City right-of-way without a valid Right-of-Way Permit. The City Engineer may require liability insurance for the applicant and their contractors working within the City right-of-way in the form and amount determined necessary prior commencing work, and proof of coverage shall be provided upon request. The City Engineer may require a construction performance bond prior to permit issuance, to assure that the right-of-way will be properly restored upon completion of the project (EMC 12.05.020).

B. Gate Permit. Developments proposing gates across private roads, shared access facilities, easements or tracts that provide vehicular access (excluding access for stormwater facilities and electrical substations), and other driveways that provide emergency vehicle access to habitable structures require a valid Gate Permit. All proposed vehicular access gates shall be subject to the design requirements set forth by the Public Works Standards and Chapter 18.95 EMC.

12.05.020 Financial Guarantee Required.

Prior to the issuance of any Right-of-Way Permit, the applicant may, at the discretion of the Department, be required to provide a financial guarantee to assure completion of the permitted activity within the permit time limit. Failure to complete the permitted activity within the permit time limit will cause the City to assess liquidated damages as provided for in the latest version of WSDOT Specifications. In the Liquidated Damages formula, the original contract amount shall be defined as the value of the private or public contract. The financial guarantee may be either a bond or assignment of funds, on a form provided by the City, and shall be in the amount determined by the Department, but not less than \$5,000.00.

12.05.030 Public Road and Related Facilities Dedication.

A. The City of Edgewood has no obligation or duty to accept any road or related facilities. It shall be the responsibility of the owner(s) of said facilities to submit a preliminary site plan showing the facilities proposed to be dedicated to the City.

B. If reconstruction of said facilities is necessary to bring them into conformance with City standards, then construction plans and permit applications, prepared in accordance with Titles 12 and 13 EMC and all other applicable codes, shall be submitted for review and must be approved by the City before construction activity commences.

C. Unless otherwise approved by the Director, the City will not accept a dedication of right-of-way, a tract, or an easement until such time that the associated roadway facilities have been constructed and received final construction approval.

D. The owner(s) of the subject facilities must submit all necessary deeds, easements, etc., to the City for review and approval. Right-of-way widths must conform with the Public Works Standards. Once approved by the City, the owner(s) will be required to record the appropriate documents with the Pierce County Auditor.

E. Once the road has been dedicated to and accepted by the City, the road shall remain open for public use and may not be closed, except by the City, as provided by RCW 47.48.010, 47.48.020 and 47.48.031.

12.05.040 Inspections and Maintenance.

A. Right of Entry, Access, and Enforcement. Upon submittal of a permit application, the City Engineer is authorized to make such inspections and take such actions as may be required to enforce the provisions of this Title, with right of entry and access to private property being subject to reasonable notice. Whenever the City Engineer has reasonable cause to believe that violations of this Title are present or operating on a subject property or portion thereof, the City Engineer may follow the procedures outlined under Title 7 EMC.

B. Owners' Organization Required to Perform Maintenance and Operation. All private roads, shared access facilities, alleys, and ingress/egress easements (whether existing or proposed) shall be maintained and operated by the owners of the properties served by them. In order to ensure their continued maintenance and operation, a declaration of covenant requiring maintenance and operation shall be recorded with the Pierce County Auditor's Office.

1. For any proposed subdivision that proposes private roads, shared access facilities, or alleys, the declaration of covenants must be recorded with the Pierce County Auditor's Office prior to or concurrent with the recording of the final subdivision document.

2. For all other project types (single-family building permits, commercial building permits, proposed public facilities pursuant to EMC 12.02, etc.) the declaration of covenants must be recorded prior to building permit approval on any of the lots.

3. The declaration of covenants shall include the following terms and requirements:

a. The agreement for maintenance and operation shall be enforceable by any property owner served by the private road, shared access facility, alley, or ingress/egress easement.

b. A means shall be established for assessing maintenance and operation costs equitably to property owners served by the private road, shared access facility, alley, or ingress/egress easement.

c. The declaration of covenants shall run with the land.

d. "Maintenance" shall include, but not be limited to, the repair and/or replacement of road surfacing, gates, stop signs, speed limit signs, road name signs, storm drainage facilities, and ongoing vegetation control.

e. "Operation" shall include, but is not limited to, towing of improperly parked vehicles; removal of obstructions within the easement or tract; assuring access for the local fire department; assuring that necessary sight distances are maintained; and snow/ice removal.

f. Homeowners are responsible for assuring that the quantity, location, installation and manufacture of road name signs, stop signs, speed limit signs, and other traffic control signs are kept in place in accordance with the project construction plans on file with the City of Edgewood.

g. Road signs names and numbers shall be in accordance with the City requirements.

h. Homeowners are responsible for assuring that stopping sight distance and entering sight distances are maintained in accordance with the project construction plans on file with the City of Edgewood.

12.05.050 Objects and Refuse within Right-of-Way.

A. Objects in City Right-of-Way. Except for temporary signs subject to EMC 18.97.240(G), objects authorized by a street use permit, other valid permit, license, or other government approval, or mailboxes and attached newspaper boxes subject to City Engineer approval of their location, no person, organization, or agency shall place, erect, or install any object of any nature whatsoever, within a City right-of-way without the express permission in writing of the City Engineer, and any such object now in place within a City right-of-way without said permission is declared illegal. The City may summarily remove any illegally placed, erected or installed object within a City right-of-way

1 at any time. Any person placing any object within a City right-of-way in violation of this Section shall be
2 responsible for the removal of the object within 48 hours of receipt of written notice from the City.

3 B. City Right-of-Way – Nuisance. For purposes of this Chapter, any object situated on or in a City right-of-way in
4 violation of subsection A above and not otherwise permitted shall be deemed a nuisance. Any such deemed nuisance
5 shall be addressed following the procedures outlined under Title 7 EMC.

6 C. Obstructions – Prohibited. The following obstructions normally located on private property are prohibited within
7 all public road rights-of-way, private road easements or tracts, and shared access facility easements or tracts: fences,
8 basketball hoops, or other yard fixtures.

9 D. Obstructions – Restricted. The following obstructions normally found within a public road right-of-way or
10 private road easement shall not be allowed in a manner or location that will interfere with the traveled surface,
11 pedestrian area, or shoulder area: street lighting, poles, power poles, utility boxes, telephone boxes, street trees,
12 small wireless facilities, equipment cabinets, retaining walls, fire hydrants and/or landscaping material.

13 E. Sight Distance Clear Zones. Sight-obscuring objects must be located to provide clear sight distances as required
14 in the Public Works Standards.

15 F. Refuse on or abutting Right-of-Way. It is unlawful for any person to deposit or allow to be deposited any material
16 upon any City right-of-way, or upon private or public property abutting either side of the right-of-way. Any person
17 violating this Section shall be responsible for the removal of the material within 7 days of the receipt of written
18 notice from the City. If the materials are not removed within 7 days, the violator shall be responsible for all costs
19 incurred by the City in removing the materials. Identification of the owner and location of any material of any nature
20 found upon private or public property abutting City right-of-way shall be considered as prima facie evidence of its
21 having been illegally deposited upon the public or private property or City right-of-way by the identified owner of
22 the material.

Chapter 12.12

NONMOTORIZED (ACTIVE) TRANSPORTATION SYSTEMS

12.12.010 Purpose.

The city requires motorized and nonmotorized (active) transportation systems to move goods and people. Motorized transportation systems are those streets and roads that carry motorized vehicles. Nonmotorized (active) systems are those involving trails, sidewalks, pathways and linear parks that handle pedestrians, bicycles and other nonmotorized (active) modes of transportation. Within the city of Edgewood, proper pedestrian facilities are a community goal expressed throughout the Comprehensive Plan.

12.12.020 Scope.

The nonmotorized (active) transportation system encompasses the entire community. These include adequate facilities for trails, pathways, sidewalks and linear parks that connect to all community, educational, recreational and commercial facilities as outlined in the Comprehensive Plan.

12.12.030 General development standards.

New development shall provide adequate nonmotorized (active) transportation systems in accordance with the Transportation Element of the city's Comprehensive Plan, specifically those facilities shown in Figures 14, 15, 16 and 17, as well as other opportunities to following city standards:

~~A. Provide internal pedestrian circulation by means of sidewalks and trails.~~

~~B. Connect internal trails and sidewalks to other residential, community, recreational, educational or commercial areas via area trails.~~

~~C. City standards for the pedestrian circulation are:~~

~~1. Major citywide recreational trails to community facilities are to be no more than one half mile apart.~~

~~2. Provide trails and/or sidewalks that shall connect all residential areas to nearby schools, parks and major commercial areas.~~

~~3. The city of Edgewood pedestrian safety study alternative strategies trail map, and other studies approved by the city council, shall be used as a guide.~~

~~4. The pedestrian safety study alternative strategies trail plan map and the interurban trail shall serve as the basis for developing and connecting the city's public trail system.~~

12.12.040 Specific development standards.

The development of pathways and trails shall be designed pursuant to the Public Works Standards adopted under EMC 12.02.030(A) to meet the following criteria. These standards may be modified when, in the opinion of the city engineer, it would allow for better nonmotorized movement due to environmental constraints:

Type of Nonmotorized Improvement	Typical Width*	Required Surface	Development Criteria
On-street bicycle pathway	5 feet	Concrete, asphalt, or other all-weather surface materials	Striped lane within the street right-of-way
Off-street paved bicycle/ pedestrian pathway	6—12 feet	Concrete, asphalt, or other all-weather surface materials	Reflect local site conditions
Off-street unpaved bicycle/ pedestrian pathway	6—12 feet	Gravel, wood chip, natural earth or similar materials	Reflect local site conditions

On-street separated- bicycle/pedestrian pathway	5—8 feet	Asphalt or other all-weather- surface materials	Separated from the roadway- by a 4-foot-wide buffer
Sidewalks	5 feet	According to street design standards set forth in Chapter 12.05- EMC	

~~*Lower number of the range is the minimum width unless modified by the city engineer.~~

EXHIBIT B

~~*{image}*~~

Other references in EMC: 16.01.070 (“Trail” definition), 18.50.035(E)(2)

DRAFT

Chapter 13.05

~~STORMWATER MANUAL—SITE~~ DEVELOPMENT AND STORMWATER REGULATIONS

13.05.001 ~~Purpose~~Site development regulations.

~~These regulations establish criteria for review and analysis of all development including, but not limited to, grading, formal subdivision, short subdivision, commercial building, binding site plans, planned unit developments, planned development districts, single family home construction, duplex construction, or other projects when so required by the city of Edgewood hearing examiner or city council. All proposals for development, whether public or private, which are submitted to the city for review, must conform to these regulations, which are to be used as the basis for review, design, and construction.~~

~~These regulations are based on the premise that development should not impact adjacent and/or downstream property owners or the environment in a detrimental manner compared to the pre-development condition.~~

These regulations ~~cannot address all situations. They~~ are intended to assist, but not to substitute, competent work by professional engineers. It is expected that ~~the~~ professional engineers will bring to each project the best of the ~~ir-~~ ~~engineer's~~ skills and abilities to see that the project is thoroughly analyzed and designed correctly, accurately, and in compliance with generally accepted engineering practices. These regulations are not intended to address all situations or unreasonably limit any innovative or creative effort in design and construction which could result in better quality, reduced environmental impacts, cost savings, or improved performance of a project's storm drainage system.

~~These regulations are based on the premise that development should not impact adjacent or downstream property owners or the environment in a detrimental manner compared to the predevelopment condition.~~ The engineer shall show by calculations, plans, and engineering data that the proposed project meets the requirements of these regulations.

It is not the intent of these regulations to make city of Edgewood a guarantor or protector of public or private property with respect to development.

13.05.005 Applicability.

These regulations establish criteria for review and analysis of all development including, but not limited to, grading, formal subdivision, short subdivision, commercial building, binding site plans, planned unit developments, planned development districts, residential construction, or other projects when required by the city of Edgewood hearing examiner or city council. All proposals for development, whether public or private, which are submitted to the city for review, must conform to these regulations, which are to be used as the basis for review, design, and construction. The requirements of this Chapter apply to all areas within the City of Edgewood. Where requirements in these Regulations are also covered in any other law, ordinance, resolution, rule, or regulation of any kind, the more restrictive shall govern.

13.05.010 Exemptions.

The following work is exempt from the requirements of these regulations:

A. Complete site development applications submitted prior to the effective date of this chapter, or any amendments thereto, for city review and approval. In such event, the provisions of this chapter that were in effect as of the time a complete site development application was submitted shall control.

B. Emergency projects which if not performed immediately would substantially endanger life or property. Upon resolution of the emergency, the property owner must either restore the site to its original condition or comply with the requirements of this title within 60 days. The city may extend the 60-day time limit when the property owner can show reasonable cause for the delay.

~~C. Public works and private sector road and utility projects completely within the road right of way or within easements adjacent to the right of way which do not add impervious surface (not to include trenching activities) or impact the watershed or downstream resources. This may include p~~ Pavement maintenance practices limited to

pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, pavement preservation activities that do not expand the road prism, and vegetation maintenance.

D. ~~Grading of land for a~~Agricultural activities for commercial usepurposes; provided, that the requirements of EMC Title 14, Critical Areas, are met.

~~E. Maintenance of public roads or flood control projects when done by a public agency and the project has been reviewed and approved for compliance with applicable state, federal, county, and city regulations, and the work is in an existing public right-of-way or easement dedicated to or on property owned by the city.~~

~~F. Public works maintenance activities and utility activities which have submitted and had approved an annual scope of work for routine repetitive activities detailing erosion and sediment control measures that comply with the provisions of the PCM or Regional Road Maintenance Endangered Species Act Program Guidelines developed by Tri-County Road Maintenance Technical Working Group, August 2000, and which will be implemented during the specified activities.~~

~~G. Routine agricultural practices such as discing, harrowing, plowing, etc., except in sensitive or critical areas. However, said routine agricultural practices in sensitive or critical areas that commenced prior to June 1998 are exempt.~~

~~H. Emergency sandbagging, diking, ditching, filling or similar work during or after periods of extreme weather conditions when done to protect life or property.~~

~~HI.~~ Washington State Department of Transportation (WSDOT) projects in which stormwater management standards, specifications, and practices are conducted in accordance with “WSDOT’s Highway Runoff Manual” as approved by the Department of Ecology.

~~J. All utility trenching and installation where said utility has filed a yearly scope of work plan that addresses sediment and erosion control work methods that comply with the PCM.~~

~~FK.~~ Projects that are covered under the state of Washington Model Toxics Control Act (MTCA) or the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

~~GL.~~ The removal, deposit, stockpiling, broadcasting or displacement of not more than a total of 50 cubic yards of material throughout the life of a development from its existing, permitted condition. Said materials shall include, but not be limited to, topsoil, gravel, earth, peat, sawdust, mulch, bark, chips or solid nutrients.

~~HM.~~ The creation, addition, or replacement of not more than 200 square feet of impervious surface area throughout the life of a development from its existing permitted condition.

I. Additional activities listed under EMC 13.05.030(C) below, subject to the additional criteria listed therein.

13.05.020 Definitions.

A. Unless otherwise defined in subsection B, this chapter relies on definitions contained in the following references, in order:

1. The manual and standards adopted by reference under EMC 13.05.160 and modified by EMC 13.05.170;

2. The standards adopted by reference under EMC 12.02.030;

3. EMC Chapter 18.20, Definitions;

4. WAC 197-11-700 through 197-11-799, as now or hereafter amended; and

5. the latest edition of Webster’s Dictionary.

~~B. For the purposes of regulating this chapter, the following definitions shall apply in the interpretation and enforcement of this chapter:~~

~~A. “Applicant” means the person, party, firm, corporation, or other legal entity that proposes to develop property in the city of Edgewood by submitting an application for any of the activities covered by these regulations on a form furnished by the city and paying the required fees.~~

~~B. “City” means the mayor or his/her designee; also the city, its duly authorized representatives, and the jurisdictional boundaries of the city.~~

~~C. “Development” means any manmade change to improved or unimproved real property including, but not limited to, construction of buildings or other structures, placement of manufactured home, mining, dredging, logging, clearing, filling, grading, paving, excavation, drilling operations, or the subdivision and short plat of property.~~

~~D. “Director” shall mean the director of public works or designee as necessary to ensure compliance with these regulations unless explicitly referenced otherwise.~~

~~E. “Engineer” means a professional civil engineer, currently licensed by the state of Washington, retained by and acting on behalf of the applicant. The term “engineer” also means design engineer and project engineer.~~

~~F. “Geologist” means geologist, engineering geologist, or hydrogeologist registered in the state of Washington.~~

~~2. “Logging” means the harvesting or removal of timber. Logging does not include the removal of stumps or under story vegetation.~~

~~3G. “Manual” means the Pierce County Stormwater Management and Site Development Manual (PCM), adopted by reference under EMC 13.05.160 and modified by EMC 13.05.170 including all amendments, corrections, and changes made through subsequent city ordinance.~~

~~H. “Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term “manufactured home” also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term “manufactured home” does not include park trailers, travel trailers, recreational vehicles or other similar vehicles.~~

~~I. “Parcel” means any portion, piece, or division of land, fractional part or subdivision of block, according to plat or survey; portion of platted territory measured and set apart for individual and private use and occupancy.~~

~~J. “Pierce County Stormwater Management and Site Development Manual (PCM)” means the manual adopted by this chapter, which is incorporated into these regulations by reference and all amendments, corrections, additions made to it by subsequent city ordinances. Copies of the manual are available for inspection at City Hall and download on the city’s website. Hard copies may be available for purchase at Pierce County.~~

~~K. “Pothole” means a relatively sunken or low-lying area of the earth’s surface, especially one having no natural outlet for surface drainage.~~

~~4. “Principal” means an individual, person, or entity primarily liable for an obligation. In the case of a limited liability corporation (LLC), it means the individual or person that has the authority to make financial commitments and/or obligations for the LLC.~~

~~L. “Redevelopment” means, on an existing developed site, change of pervious type, the creation or addition of impervious surfaces, external structural development including construction, installation or expansion of a building or other structure, and/or replacement of impervious surface that is not part of a routine maintenance activity; and land disturbing activities associated with structural or impervious redevelopment.~~

~~5M. “Regulations” means this chapter plus requirements contained in the PCM and all other applicable provisions of the Edgewood Municipal Code EMC. Copies of the PCM are available for inspection at City Hall.~~

~~N. “Short plat” is the map or representation of a short subdivision.~~

~~O. “Short subdivision” is any voluntary or involuntary division or redivision of land into four or fewer lots, tracts, parcels, sites or subdivisions for the purpose of sale, lease or transfer of ownership.~~

~~P. “Site” means any parcel or combination of contiguous parcels where grading, filling, clearing, or creation of an impervious surface is proposed, and which may be controlled by more than one property owner.~~

~~Q. “Washington State Department of Ecology Stormwater Management Manual for Western Washington (SMMWW)” means the 2012 Edition, as amended in 2014, of this document and as may be further amended.~~

~~R. “Site development plan” shall include the following, as specifically required by the city in each instance: site plan, erosion and sedimentation control plan, grading plan, storm drainage plan, stormwater drainage control report, soils report, flood study, entering sight distance variances and verifications, and other documents required in the review of proposed development of the property.~~

6S. “Site development permit” means a permit issued by the city authorizing giving the applicant permission to:
access the property; perform land disturbing activity; remove vegetation; construct roads, shared accesses,
driveways, parking areas, impervious surfaces or other hard surfaces; perform grading and/or clearing;
construct stormwater facilities; fill, grade and create a different type of pervious or impervious surface or and
any combination thereof.

~~T. “Subdivision or final plat” is any voluntary or involuntary division or redivision of land into five or more lots, tracts, parcels, sites or divisions for the purpose of sale, lease, or transfer of ownership.~~

~~7U. “Technical equivalency” or “technical deviation” means an alternative design option requested by an applicant or the applicant’s engineer which deviates from the stipulated technical design standards or criteria found in the ManualPCM.~~

~~V. “Variance” means an adjustment to the development standards, that does not apply to use, that is reviewed and approved by the hearing examiner after at least one public hearing.~~

13.05.030 Site development permits.

A. GeneralPermits.

1. Issuance of a site development permit by the city does not, in any way, imply or signify that the proposal complies with the requirements of or is allowed by other city ordinances, regulations, or requirements, or state or federal laws.

2. The applicant is in no way relieved of responsibility and liability for compliance with all state, federal, and local rules, requirements, laws, ordinances, and regulations. Design errors which are undetected by the city do not relieve the Engineer from ultimate responsibility. Where these errors are discovered, the plans are subject to revisions by the Engineer and review and approval by the city.

3. Should errors, omissions, or inaccurate data related to the site development permit come to the County's attention, the applicant or Engineer, as applicable, shall correct all deficiencies and be responsible for all damages resulting from the defective work.

B. Site Development Permit Required.

1. Unless fully exempt from these regulations, no person, party, firm, corporation, or entity shall perform~~do~~ any: grading, filling, clearing, excavating, or ditching, storm drainage system construction or alteration, drainage course alteration, hard surface creation, or create an impervious surface, or any development or redevelopment activity unless the work is in accordance with a valid site development permit from the city issued pursuant to the provisions of these regulations.

2. Applications for site development permits shall be prepared pursuant to this chapter and the Manual, then submitted and processed pursuant to the procedures contained under EMC Title 18.

3. Each site must have a separate site development permit. The permit issuance, payment of fees, and plan review must be completed prior to final subdivision plat approval or issuance of building permits.

~~C. Application for a Permit. An application for a site development permit shall be made by the owner or owner's agent with the city. The application must be accompanied by the appropriate number of site development plans as detailed in the manual, including grading plans, erosion and sedimentation control plans, storm drainage plans, and report(s). If the director or designee determines that the proposed improvements have a reasonable likelihood to negatively impact public health or safety of downstream properties, based on best available science and/or otherwise known conditions, he/she may require that additional investigations and/or reports (e.g., geotechnical investigations, downstream analysis, zero rise analysis, etc.), as appropriate, be provided. The applicant may also provide additional information, as appropriate, to identify the scope of work.~~

C. Site Development Permit Not Required. The following exemptions are allowed without obtaining a site development permit if other criteria as listed are met:

1. Minor Development or Redevelopment Activity. Certain minor development or redevelopment activity as listed below may be performed by a property owner or project proponent without first obtaining a site development permit when all the criteria listed below are met. The burden of proving that the project falls within this permit exemption will be on the property owner and/or project proponent. The following criteria must be met:

a. In accordance with the Manual, Minimum Requirement #2, the property owner and/or project proponent must consider the 13 elements of pollution prevention for the construction site, and controls must be developed and implemented for all the elements that pertain to the site. Minimum Requirement #4 protecting natural drainage systems is met.

b. The work cannot include the removal, deposit, or displacement of material: within a special flood hazard area as defined by EMC 14.80; within 25 feet of a drainage course, or drainage channel; and on existing slopes that are steeper than 33 percent and 10 feet or more in height.

c. The work cannot create slopes that are steeper than 33 percent and 10 feet or more in height.

d. The work cannot include the removal, deposit, or displacement of material within the following critical areas and their associated buffers as defined by EMC Title 14 – Wetlands, Critical Fish and Wildlife Habitat Areas, Flood Hazard Areas, Landslide Hazard Areas, and Erosion Hazard Areas.

e. The work does not include the installation of a new storm drainage system.

f. The work must not be located within city right-of-way.

g. Public and private utility line work located outside city right-of-way that creates less than 200 square feet of new or replaced impervious/hard surface.

h. Allowed Minor Development or Redevelopment Activities. The following are the allowed cumulative totals on a parcel of land. The cumulative total resets to zero when the parcel has obtained a site development permit for the activity and achieved final construction approval thereof.

i. Land disturbing activity that does not exceed 7,000 square feet.

ii. The creation of less than 200 square feet of new and/or replaced impervious/hard surface.

iii. The conversion of less than 0.75 acres of native vegetation to lawn.

iv. The conversion of less than 2.5 acres of native vegetation to pasture.

v. Projects that cause less than a 0.10 cubic feet per second (cfs) increase in the 100-year discharge flow.

- 1 vi. Grading of less than 50 cubic yards.
- 2 2. Development or Redevelopment Activity Performed by the City. When the applicant or proponent of a
- 3 development or redevelopment is the city, a site development permit is not required when the city, as
- 4 determined by the Director:
- 5 a. Complies with the requirements of this chapter and the Manual; and
- 6 b. Uses qualified staff and has established procedures and programs to:
- 7 i. Review each project's stormwater plans and specifications to ensure compliance with this chapter
- 8 and the Manual; and
- 9 ii. Produce plans and documents in accordance with the Manual; and
- 10 iii. Inspect all projects prior to clearing and construction that have a high potential for sediment
- 11 transport; and
- 12 iv. Inspect projects during construction to verify proper installation and maintenance of required
- 13 erosion and sediment controls; and
- 14 v. Inspect projects during and upon the completion of construction and prior to final approval or
- 15 occupancy to ensure proper installation of permanent stormwater facilities; and
- 16 vi. Verify that a maintenance plan is completed and responsibility for maintenance for stormwater
- 17 treatment and flow control best management practices/facilities is assigned; and
- 18 vii. Keep records of inspections and enforcement actions by staff, including inspection reports,
- 19 warning letters, notices of violations, and other enforcement records.
- 20 3. Public and Private Utility Line Work. Public and private utility line work (new construction, maintenance
- 21 and repair) does not require a site development permit when:
- 22 a. The utility line work is located within city right-of-way; and
- 23 b. The ground surface is replaced with in-kind materials with similar runoff characteristics; and
- 24 c. A Construction Stormwater Pollution Prevention Plan is implemented that meets Minimum
- 25 Requirement #2 of the Manual; and
- 26 d. The work is performed in accordance with EMC 12.02.
- 27 4. Maintenance and Repair Activities for Public Roads and Public Storm Drainage Systems. Maintenance and
- 28 repair activities performed by the Public Works Department do not require a site development permit.
- 29 5. Maintenance or Repair Activities for Private Roads, Shared Accesses, Alleyways and Private Storm
- 30 Drainage Systems. The maintenance activities listed below may be performed by a property owner or project
- 31 proponent without first obtaining a site development permit when all of the criteria below are met. The burden
- 32 of proving that the project falls within this permit exemption will be on the property owner and/or project
- 33 proponent. The following criteria must be met:
- 34 a. In accordance with the Manual, Minimum Requirement #2, the property owner and/or project proponent
- 35 must consider the 13 elements of pollution prevention for the maintenance or repair activity, and controls
- 36 must be developed and implemented for all the elements that pertain to the activity. Minimum
- 37 Requirement #4 protecting natural drainage systems is met.
- 38 b. The repair of a storm drainage system cannot exceed 250 cubic yards of grading.

c. Private road or or alleyway maintenance or repair activities cannot expand the roadway prism or cause an expansion of impervious or hard surface.

d. Maintenance or repair activities cannot change the original approved design of a private road, shared access, or storm drainage system.

e. Allowed Minor Maintenance or Repair Activities:

i. Pavement maintenance and repair activities such as asphalt overlay, pothole repair, square cut patching, chip seal or other asphalt maintenance coating.

ii. Sidewalk or pedestrian pathway repair or replacement.

iii. Curb repair or replacement.

iv. Driveway approach repair and maintenance.

v. Gravel road maintenance and repair.

vi. Gravel shoulder maintenance and repair.

vii. Storm drainage system repair.

viii. Storm drainage system maintenance.

ix. Vegetation maintenance within private road, shared access, or other vehicular access easement.

~~D. Permit Issuance. The city shall review the submitted information to determine if it complies with the provisions of these regulations. If the proposed work, as identified by the application and plans, complies with the provisions herein or as imposed by the city pursuant to these regulations or if they are corrected or amended to comply within the specified time limit and all applicable fees have been paid, the city shall issue a site development permit to the applicant. The permit must be kept on site for the duration of the construction activity. The developer will be responsible for ensuring the permit is maintained on site and is easily accessible.~~

D. Site Development Permit Review.

1. Process. The city shall conduct a review of the permit application in accordance with the provisions outlined in EMC Title 18.

2. Criteria. The city shall review the submitted information to determine if it complies with the provisions of these Regulations.

3. Burden of Proof. The applicant or Engineer shall show by calculations, plans, and data that the proposed project meets the requirements of this chapter.

4. Director's Authority. The Director shall have the authority to increase requirements to protect the health, safety, and welfare of the public on the basis of information regarding threatened water quality, erosion problems, habitat destruction, historic flooding, protection of uninterruptable services, endangerment to property, or increases in requirements imposed by State or Federal agencies or other pertinent factors.

E. Site Development Permit Denial. The Director shall deny a site development permit if the proposal does not meet or cannot be modified to meet the requirements set forth in this chapter.

F. Site Development Permit Approval and Issuance. The site development permit will be approved and issued when the following items have been addressed:

1. Plan Is Approved. City staff find that the site development drawings, reports, maintenance covenant, and other project documentation comply with this chapter and the Manual.

2. Hearing Examiner Approval and Environmental Determination Completed. Issuance/approval of a site development permit will not occur until necessary land use permit or environmental approvals are obtained in accordance with Title 18 EMC.

3. Payment of Fees. All fees for the site development permit must be paid.

4. Financial Guarantees. Any necessary financial guarantees must be received and approved by the city.

5. Easements and Deeds Completed. Any easements or deeds that have been identified through the review process as being necessary to start construction must be reviewed, approved and executed.

~~E. Permit Approval. Upon receiving hearing examiner approval (if required) and after the expiration of the appeal period, site development permits may be issued for clearing, site grading, road construction, and installation of storm drainage facilities individually or under one site development permit. If separate applications are submitted, they must be accompanied by the pertinent plans and reports as further detailed in the PCM.~~

~~F. Compliance. The issuance of a site development permit shall not relieve the applicant from complying with other applicable city regulations, state or federal regulations or laws.~~

~~G. Permit Time Limit. A site development permit shall be valid for three years from the date of approval or final plat approval by the city, whichever comes last. A single one year extension may be granted if deemed appropriate by the city.~~

~~H. Permit Expiration. Unless governed by the provisions of RCW 58.17.140, a new application must be filed and a permit must be obtained for work not completed before the expiration of the previous site development permit within this time period. Said permit will be issued in compliance with the regulations in effect at the time of submittal of said new application.~~

~~I. Changed Conditions, Stop Work Order, and Permit Revocation. Should the city become aware of conditions that invalidate the original design data used to obtain the permit or determine that the applicant is not complying with the conditions of the permit or approved plans, the city may revoke the original permit and/or order work stopped on the project. The city may require the applicant to resubmit information or plans for review and approval and apply for a new permit. The city may order all or part of the permitted work stopped for any period of time for any of the following reasons:~~

~~1. The applicant fails to comply with the conditions of the permit.~~

~~2. The permit was granted on the basis of erroneous or incomplete information submitted to the city by the engineer or applicant.~~

~~3. The weather-related emergency conditions cause off-site or downstream drainage or water quantity or quality problems.~~

~~4. The work has created a condition which is a hazard to life, endangers property, or adversely affects the use or stability of a public way or drainage course.~~

13.05.040 Construction Engineer's/geologist's responsibility.

~~Unless otherwise allowed by exceptions contained within the PCM, all site development plans and reports submitted to the city for review and approval shall be prepared by an engineer and/or geologist. The city will review the work for compliance with these regulations. Should errors, omissions, or inaccurate data related to the submitted work come to the city's attention, the applicant or engineer/geologist, as applicable, shall correct all deficiencies and be responsible for any and all damages resulting from the defective work.~~

This Section addresses the construction phase of the site development permit process including, but not limited to, construction material requirements, start of construction, inspections, change orders, and permit extensions.

A. Construction Materials. All materials used in construction of private and city drainage facilities shall meet the current WSDOT standard specifications, AASHTO, and ASTM standards as amended or supplemented by the State and/or Pierce County. The applicant is responsible for contacting the city to obtain any modifications or supplements.

B. Prior to Starting Construction. Construction shall not start until:

1. The site development permit has been issued.

2. Construction Stormwater Pollution Prevention Plan Measures. All initial construction stormwater pollution prevention plan measures must be installed (such as but not limited to construction entrance, silt fence, construction limit fencing).

3. Pre-Construction Meeting. When required by the city, a pre-construction meeting must be held with the city inspector, the contractor(s) and the Engineer.

4. Right-of-Way Permit Must Be Obtained. Any project that intends to perform construction or improvements within existing city right-of-way shall obtain a right-of-way permit prior to beginning any construction.

C. Inspections, Right of Entry, Access.

1. The Director is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter.

2. Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever the Director has reasonable cause to believe that violations of this chapter are present or operating on a subject property or portion thereof, the Director or designee may enter such premises at all reasonable times to inspect the same or perform any duty imposed upon the Director by this chapter; provided, that if such premises or portion thereof is occupied, the Director shall first make a reasonable effort to locate the owner or other person having charge or control of the premises or portion thereof and demand entry.

3. Proper ingress and egress shall be provided to the Director to inspect or perform any duty imposed upon the Director by this chapter. The Director shall notify the responsible party in writing of a failure to provide access. If the responsible party fails to respond within seven days from the receipt of notification, the Director may order the work required completed or otherwise address the cause of improper access. The obligation for the payment of all cost that may be incurred or expended by the city in causing such work to be done shall be imposed on the person holding title to the subject property.

4. The applicant will be responsible for retaining an engineer to conduct inspections and testing during construction. The number, type, and frequency of inspections and testing will need to be of such an extent and nature that the engineer will be able to accurately and thoroughly complete the Engineer's Inspection Report.

5. Engineer's Inspection Report. The City shall create an inspection form that will specify what the project's engineer must inspect, measure, and test. The inspection form must include the following:

a. Project name;

b. Project description and scope;

c. Site development permit no.(s);

d. Project location;

e. Engineer's name, address, phone and email address;

f. Standard inspections for frequently used water quantity, or water quality BMPs;

g. Inspection or testing that require special expertise, special certification, or special equipment;

1 h. Inspection items for roads, shared accesses, and alleyways;

2 i. Inspections for work in or near critical areas;

3 j. Review of record drawings for compliance with the approved design;

4 k. City's expectations of engineer for each inspection, review, or test; and

5 l. Certification language for the engineer.

6 D. Permit (Construction) Time Limit. In order to meet the intents and purposes of this Chapter and to minimize
7 construction impacts, site development work must be completed as soon as reasonably possible. A site development
8 permit is therefore valid for one year from the date of issuance.

9 1. Extensions.

10 a. Second Year. For site development work that is incomplete but actively under construction, the site
11 development permit will be extended for an additional year upon payment of additional inspection fees.

12 b. Additional Time Extensions. For site development work that is incomplete but actively under
13 construction, the Director or designee may grant additional one-year time extensions when:

14 i. An applicant can demonstrate that impacts to neighboring properties, downstream receiving waters,
15 and critical areas are not occurring or have been corrected, or will be corrected; and

16 ii. Construction already completed has been performed in a manner that substantially conforms with
17 the approved plans and the applicable inspection fees have been paid.

18 c. Expired Site Development Permits. When a site development permit has expired, the Director or
19 designee may revive an expired permit and grant additional one-year time extensions when a project has
20 not commenced site development work, or when a project's site development work is incomplete, when
21 the following conditions are shown:

22 i. An applicant can demonstrate that impacts to neighboring properties, downstream receiving waters,
23 and critical areas are not occurring or have been corrected, or will be corrected; and

24 ii. A project has not lost its vesting rights, or a project has lost its vesting rights, but the Director or
25 designee determines that the current version of this chapter will not cause significant changes to the
26 previously approved plans; and

27 iii. Construction already completed has been performed in a manner that substantially conforms with
28 the approved plans and the applicable inspection fees have been paid.

29 d. Expiration of Vesting Rights. When a site development permit has expired and a project has lost its
30 vesting rights and upgrading of the project to the current version of this chapter will require significant
31 changes to the approved plans, the site development permit will not be revived until:

32 i. The plans have been revised to meet the current regulations; and

33 ii. The appropriate review and inspection fees have been paid; and

34 iii. An applicant can demonstrate that impacts to neighboring properties, downstream receiving waters,
35 and critical areas are not occurring, have been corrected, or will be corrected.

36 2. Permits issued for resolution of a site development violation shall be valid for six months unless specified
37 otherwise by the Director. If deemed appropriate by the Director, a single 90-day permit extension may be
38 granted.

3. All permits issued pursuant to the stormwater regulations with an effective date between December 4, 2015, and July 1, 2021, shall expire on July 1, 2026, unless approved construction has begun on site before this date. For purposes of this section:

a. "Construction has begun" means the site work associated with and directly related to the approved project has begun. For example, mass grading, or the installation of utilities, have commenced and are actively progressing. Simply clearing the project site does not constitute the start of construction.

b. "Actively progressing" means that construction crews are on site on a daily or weekly basis and significant and visible progress is being made toward the completion of the project. As some elements of a project must be constructed during the drier part of the year or when groundwater levels are low, it is understood that minimal progress may be made during the wet season from October 1st through April 30th. However, to be considered "actively progressing," permitted projects must immediately resume construction activity at the levels described above upon completion of the wet season.

E. Changes to Approved Plans.

1. Change Order. When the city's inspector or review engineer determines that a contractor- or applicant-initiated plan changes or field revisions are minor, the changes can be approved using a change order process. The city will provide a change order form which will identify the necessary information, process and approval. The form must be completed by the project engineer and submitted to the city for approval.

2. Revision to Approved Plans. When the city's Inspector or review engineer determines that a contractor- or applicant-initiated plan changes or field revisions are major, the changes must follow a formal plan revision process. Major changes will require that the project engineer revise the approved site development drawings and obtain a new approval of each affected sheet(s). A review fee is charged for revision to approved plans.

3. Record Drawing. Any change orders or revisions to the approved plans must be included in the project record drawings.

F. Construction Completion. Prior to final construction approval of site development work the following items must be completed:

1. City Inspector's Final Punchlist. All items identified on the City Inspector's final punchlist must be completed.

2. Engineer's Inspection Report Form. This form must be completed by the engineer and submitted to the city.

3. Record Drawings. Record drawings must be prepared by the engineer and submitted to the city for review and approval.

4. Maintenance Guarantee. A Maintenance Guarantee for all public improvements must be submitted to and accepted by the city – see EMC 13.05.150(D).

5. Performance Monitoring Permit. An application for this permit must be submitted to the city.

6. Permanent stabilization of the site soils must be achieved.

7. For private Stormwater Drainage systems, a Maintenance Covenant must be approved by the city, executed and recorded with the Pierce County Auditor.

8. All necessary easements and deeds must be approved by the city, executed, and recorded.

G. Record Drawing Requirements. Refer to Appendix A of the Public Works Standards, adopted by reference under EMC 12.02.030.

H. Acceptance of Public Drainage Facilities. Unless otherwise approved by the Director, the city will not accept a dedication of a tract or an easement until such time that the storm drainage facilities have been constructed and received final construction approval.

I. Maintenance of Private Drainage Facilities. If a project's drainage facilities are not dedicated to and accepted by the city, a maintenance covenant must be prepared by the applicant, reviewed and approved by the city, and recorded against all real property served by said facilities with the Pierce County Auditor.

1. If the project is a subdivision established pursuant to Title 16 EMC, the applicant shall form a Property Owners' Association. The document creating the Property Owners' Association shall at a minimum make provision for all of the following:

a. Members of the Property Owners' Association shall be responsible for maintenance of storm drainage facilities;

b. Inclusion by reference of the operation and maintenance manual prepared by the project engineer in accordance with the Manual;

c. Power to assess fees to maintain storm drainage facilities; and

d. Responsibility for payment of financial sanctions/repayments should the city have to conduct repairs/activities due to hazardous conditions.

2. If the project is other than a subdivision, the applicant will describe the organization or persons that will own and maintain the facility and show how maintenance activities will be financed (refer to the Manual).

J. Performance Monitoring Permit. During this phase of the development process, the city performs periodic monitoring of completed projects. The intent of this monitoring is to look for defects in the constructed infrastructure (such as improper infiltration or settling pavement) that may not have been obvious during construction or that may not have appeared until after final construction approval. The duration of the performance monitoring period is from final construction approval until the last remaining financial guarantee associated with the project has been released by the city.

K. Completion of the Site Development Process. The site development permit process is complete when the city has released any associated financial guarantees and the monitoring phase has been completed.

13.05.050 Coordination with other permitsEngineering review fee.

~~Engineering review fees as set forth in the city of Edgewood fee schedule must be paid upon application for the site development permit. Additional review fees may be assessed by other city divisions and departments prior to permit issuance.~~

A. Issuance of Related Permits. When a project requires a site development permit, the city will not issue building permits or other permits that authorize construction or earth disturbing activities until the site development permit has been issued.

B. Issuance of Residential Building Permits in Subdivisions. The city will not issue residential building permits in any subdivisions until all necessary drainage improvements, roads, or shared accesses are completed, with the exception that minor items that may be damaged during homebuilding (such as sidewalks, street trees, or street illumination) may be financially guaranteed.

C. Final Building Inspections for Structures. Final occupancy and/or final inspection approval of residential, commercial, and industrial structures will not be granted until such time that final site development construction approval is achieved in accordance with EMC 13.05.040(F).

13.05.060 Technical equivalency.

~~A. The dDirector or designee of public works may grant make determinations of technical equivalency deviations from regarding the requirements contained in this chapter; provided, that all of the following are met:~~

1. The ~~granting determination~~ of technical equivalency will not otherwise result in noncompliance with minimum requirements set forth in the ~~Manual~~PCM;
2. The ~~granting determination~~ of technical equivalency will not violate the development conditions imposed upon the project;
3. The ~~granting determination~~ of technical equivalency will produce a compensating or comparable result which is in the public interest;
4. The ~~granting determination~~ of technical equivalency will meet the objectives of safety, function, appearance, environmental protection and maintainability based on sound engineering judgment.

B. The ~~d~~Director of ~~public works~~, or designee, shall make written findings supporting the determination of technical equivalency.

13.05.070 Hazards.

A. Whenever the ~~d~~Director determines that any existing construction site, erosion/sedimentation problem and/or drainage facility poses a hazard to life and limb, endangers any property, and/or adversely affects the condition or capacity of other drainage facilities, the safety and operation of city right-of-way, utilities, and/or other property owned or maintained by the city, the applicant/person to whom a permit was issued, the owner of the property, the applicant/person responsible for maintenance, and/or other person or agent in control of said property, upon receipt of notice in writing from the ~~d~~Director, shall within the period specified therein repair or otherwise address the cause of the hazardous situation in conformance with the requirements of this chapter.

B. Should the ~~d~~Director have reasonable cause to believe that the situation is so adverse as to preclude written notice, ~~they~~he/she may take the measures necessary to eliminate the hazardous situation; provided, that ~~they~~he/she shall first make a reasonable effort to locate the owner before acting. In such instances the applicant of whom a drainage plan was required, owner of the property and/or person responsible for the maintenance of the facility, shall be obligated for payment of all costs incurred. If costs are incurred and a financial guarantee pursuant to this chapter or other city requirement has been posted, the ~~d~~Director shall have the authority to collect against the financial guarantee to cover costs incurred.

13.05.080 Variances.

~~A variance may be requested to these regulations pursuant to the procedures and criteria set forth in EMC Title 18.~~

~~A. Purpose. The purpose of this Section is to provide a means of altering the requirements of this chapter in specific instances where the strict application of those requirements would deprive a property of privileges enjoyed by other properties because of special features or constraints unique to the property involved.~~

~~B. Granting of Variances. The Director shall have the authority to grant a Variance from the provisions of this chapter, when, in the opinion of the Director, the conditions as set forth in subsection C of this Section have been met. In such cases, a Variance may be granted which is in harmony with the general purpose and intent of this chapter so that the spirit of this chapter shall be observed, public safety and welfare secured, and substantial justice done.~~

~~C. Required Showings (Findings) for a Variance. Before any Variance may be granted, it shall be shown:~~

~~1. Said requirements impose a severe and unexpected economic hardship on the project applicant, and further, the following has been considered and documented with written findings:~~

~~a. The current (pre-project) use of the site; and~~

~~b. How the application of the minimum requirement(s) restricts the proposed use of the site compared to the restrictions that existed prior to the adoption of the minimum requirements; and~~

~~c. The possible remaining uses of the site if the exception were not granted; and~~

d. The uses of the site that would have been allowed prior to the adoption of the minimum requirements; and

e. A comparison of the estimated amount and percentage of value loss as a result of the minimum requirements versus the estimated amount and percentage of value loss as a result of requirements that existed prior to adoption of the minimum requirements; and

f. The feasibility for the owner to alter the project to apply the minimum requirements.

2. The exception will not increase risk to the public health and welfare, nor injurious to other properties in the vicinity and/or downstream, and to quality of waters of the State; and

3. The exception is the least possible exception that could be granted to comply with the intent of the Minimum Requirements.

D. Conditions on Variances. When granting a Variance, the Director shall determine that the circumstances do exist as required by subsection C of this Section, and attach specific conditions to the Variance which will serve to accomplish the standards, criteria, and policies established by this chapter.

13.05.090 Appeals.

Any person or agency aggrieved by a final act or decision of the city under these regulations may appeal to the city hearing examiner pursuant to the provisions of EMC Chapters 2.40 and 18.40EMC, as now enacted or hereafter amended. Administration, including staff report preparation and public hearing notification, shall be prepared by the city.

13.05.100 Penalties and enforcement.

The regulations for compliance with the provisions of this chapter are set forth in EMC Title 7, Code Enforcement.

A. General. Failure to comply with this chapter and the manual will be cause for withholding or withdrawing approval of the overall project plans, revocation of the site development permit, suspension of building inspections, forfeiture of the financial guarantee submitted to the city, and/or nonacceptance of the work by the city.

B. Impact of Forest Practices Permit. A site development application or permit will not be issued on any parcel that has a valid nonconversion forest practices permit for a period of six years from the date of the forest practice application approval.

C. Illegal Earthwork. The city may require the property owner to remove or replace illegal earthwork and/or restore and reclaim an illegally graded parcel. Earth material brought onto a parcel must be removed to a properly permitted disposal site.

D. Enforcement Actions. The director shall have the authority to enforce this chapter. The director is authorized to issue violation notices, levy fines, recover costs, issue notices of civil infraction, and/or institute both civil and criminal actions in the court. Recourse to any single remedy shall not preclude recourse to any other remedies available to the city. The director is also authorized to issue stop work, cease activity, and/or emergency orders in accordance with Chapter 7.40 EMC. Except as otherwise specified, violations of this title shall constitute civil violations subject to enforcement and penalties as set forth in this title and EMC Title 7, Code Enforcement.

E. Improper Construction. Prior to acceptance or approval of the development, the city may remove, correct, or replace any improperly constructed facility, structure, or portion thereof which was allowed through an issued site development permit, and all expenses incurred by the city shall be paid by the property owner or applicant. If the city is required to bring an action to recover such costs, the city will recover reasonable attorney's fees and interest at 12 percent per annum to run from the date the work was completed by the city. Applicants must agree to this provision as a condition of issuance of any permit authorized by these regulations.

F. Civil Infraction. Any person who fails to comply with a written request of the director, or designee, shall be liable to the city for a civil infraction pursuant to Chapter 1.10 EMC, as well as all and any civil remedies available at law. Each violation, and in the case of a continuing violation, each day of continued violation, shall be a separate and

~~distinct violation. Civil penalties shall be assessed at a rate of \$250.00 per day per violation, and statutory assessments will be in addition to this amount pursuant to EMC 1.10.010(A).~~

~~G. Civil Penalty. The provisions of this section are in addition to and not in lieu of any other penalty, sanction or right of action provided by law. The purpose of this penalty is to encourage compliance with this chapter and to obtain redress for ecological, recreational, and economic values lost or damaged due to the unlawful action. Any person who fails to obtain a necessary permit prior to conducting activities governed by the provisions of this chapter shall be assessed a civil penalty as follows:~~

~~1. The director may assess the violator a civil penalty at a rate of \$250.00 per day per violation. Each violation or each day of continued unlawful activity shall constitute a separate violation.~~

~~2. Any person who, through an act of commission or omission, aids in a violation shall be considered to have committed the violation for purposes of the civil penalty.~~

~~3. All civil penalties recovered during the enforcement of this section shall be deposited into a fund of the division taking the enforcement action.~~

~~H. Recovery of Costs Incurred by the City. Any person violating any of the provisions of this chapter, who discharges or causes a discharge which violates the city NPDES permit, and/or produces a deposit or obstruction, or causes damage to or impairs the city stormwater disposal system, or causes damage to physical, chemical, or biological systems of waters of the state or waters of the United States, shall be liable to the city for any expense, loss, or damage caused by such violation or discharge, including the costs for bringing the city back into compliance with its NPDES permit associated with the violation of these regulations, and any fines levied for violations of the city's NPDES permit.~~

~~1. A bill issued by the director or designee for collection of costs incurred is appealable within 14 days from the date of the letter. Appeals may be filed by submitting an appeal fee as set forth in the city of Edgewood fee schedule, along with a written statement identifying the basis for disputing city claim to the department initiating the action.~~

~~I. Violators Punishable by Fine and Imprisonment. Any person who, without authorization, discharges pollutants into a municipal drainage system, uses an unapproved connection to discharge into a municipal drainage system, submits false information in permitting and reporting requirements, violates the terms and conditions of a permit, violates a cease and desist order issued by the director or designee, fails to pay a civil penalty or cost recovery assessment, or obstructs or damages a municipal drainage system shall be deemed guilty of a misdemeanor. Any person convicted of a misdemeanor under this code shall be punished by a fine not to exceed \$5,000 or by imprisonment not to exceed one year, or by both such fine and imprisonment, in accordance with Chapter 1.10 EMC. Each person found guilty of a violation shall be deemed guilty of a separate offense for every day during any portion of which the violation is committed, continued, or permitted by such person and shall be punishable as provided for in this chapter. Any person who, through an act of commission or omission, procures, aids, or abets in violation shall be considered to have committed a violation for the purpose of this section.~~

~~J. Injunction and Other Civil Remedies. In addition to any other penalty or method of enforcement, the city attorney may bring civil actions and suits for damages, injunctive relief and/or for other civil remedies as necessary. Any violation of this chapter shall constitute a public nuisance, and may be enjoined as provided by the statutes of the state of Washington, Chapter 1.10 EMC, and EMC Title 7, Code Enforcement.~~

~~K. Public Nuisance. Any work carried out contrary to the provisions hereof shall constitute a public nuisance and may be enjoined as provided by the statutes of the state of Washington, Chapter 1.10 EMC, and EMC Title 7, Code Enforcement.~~

~~L. Collection of Unpaid Penalties and Costs. In addition to any other legal remedies available to the city, the city may refer any unpaid civil penalties or cost recovery assessment to a collection agency in accordance with Chapter 3.55 EMC and RCW 19.16.500.~~

13.05.110 Grading Inspections, right of entry, access.

~~The director is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter.~~

~~Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever the director has reasonable cause to believe that violations of this chapter are present or operating on a subject property or portion thereof, the director may enter such premises at all reasonable times to inspect the same or perform any duty imposed upon the director by this chapter; provided, that if such premises or portion thereof is occupied, the director shall first make a reasonable effort to locate the owner or other person having charge or control of the premises or portion thereof and demand entry.~~

~~Proper ingress and egress shall be provided to the director to inspect or perform any duty imposed upon the director by this chapter. The director shall notify the responsible party in writing of a failure to provide access. If the responsible party fails to respond within seven days from the receipt of notification, the director may order the work required completed or otherwise address the cause of improper access. The obligation for the payment of all costs that may be incurred or expended by the city in causing such work to be done shall be imposed on the person holding title to the subject property.~~

A. General Requirements.

1. Slopes shall be constructed in a manner such that a factor of safety of at least 1.5 is achieved for static conditions and at least 1.2 for seismic dynamic conditions. Analysis of dynamic (seismic) conditions shall be based on a minimum horizontal acceleration as established by the most current version of the Building Code as adopted by EMC Title 15.

2. The proposed slopes shall not create the need for landslide hazard buffers or setbacks on neighboring properties unless approved through a notarized written agreement with the property owner.

3. Interior slopes for surface mining projects which are part of an active mining operation are exempt from the maximum cut and fill slope angle requirements listed below, as long as access to the mine is controlled via fencing or other security measures to discourage entrance by unauthorized persons. Interior slopes are those slopes that do not impact the theoretical slope face that is created by applying the applicable maximum angle and the required setbacks to the property line.

B. Excavation Standards.

1. Cut Slopes shall be no steeper than is safe for the intended use and shall not be steeper than 2 horizontal to 1 vertical, or as recommended by a soils Engineer.

2. The catch point of the top of the slope shall be set back from the site boundary line in accordance with the following table, unless a retaining wall is designed by the Engineer and constructed for the project:

<u>Cut Depth</u>	<u>Setback Distance</u>
<u>Less than 5 Feet</u>	<u>2 Feet</u>
<u>5 to 20 Feet</u>	<u>Half of the Depth</u>
<u>More than 20 Feet</u>	<u>10 Feet</u>

3. Cut slopes along the mine's property boundaries are allowed to be steeper than 2:1 if the applicant can show through the submittal of a stability study that there will not be a negative impact to neighboring properties in the form of stability impacts, increased setback requirements or increased buffer distances.

4. Refer to the Manual for additional excavation techniques.

C. Fill Standards.

1. Fills which are intended for building sites shall be constructed in conformance with the requirements of the latest edition of the IBC, as adopted by the city, and an assignment of allowable soil-bearing pressures will be under the jurisdiction of the Building Official in accordance with the IBC.

2. Slopes shall be no steeper than is safe for the intended use and shall not be steeper than one and one half horizontal to one vertical, or as recommended by a soils Engineer. Fill sites must be approved by the Engineer as suitable locations for the proposed fill.

3. The ground surface for fills over five feet in height shall be prepared by removing vegetation, noncomplying fill, topsoil, and other unsuitable materials; scarifying to provide a bond with the new fill; and, where existing slopes are steeper than five horizontal to one vertical, by benching into competent material as determined by the Engineer. The bench under the toe of a fill on a slope steeper than 5 horizontal to 1 vertical shall be at least 10 feet wide or as recommended by a soils Engineer.

4. Except as permitted by the city, no material other than earth material shall be buried or placed in fills. Placement of other than earth material is regulated by State statutes or Federal laws, and additional permits may be required.

5. Fills shall be constructed using earth materials, compaction methods, and construction techniques so that stable fills are created.

6. The toe or catch point of fill slopes shall be set back from the site boundary line in accordance with the following table unless a retaining wall is designed by the Engineer and constructed for the project:

<u>Fill Depth</u>	<u>Setback Distance</u>
<u>Less than 5 Feet</u>	<u>2 Feet</u>
<u>5 to 40 Feet</u>	<u>Half of the Depth</u>
<u>More than 40 Feet</u>	<u>20 Feet</u>

D. Soil Engineering – Stability.

1. When an applicant proposes to clear, grade, cut, or fill on existing slopes steeper than 33 percent and ten feet or more in height, or when an applicant proposes to construct slopes steeper than 50 percent and ten or more feet in height, or is otherwise directed by the Manual, the city may require any of the following:

a. The applicant retain a geotechnical professional to submit design and construction recommendations.

b. The applicant retain a geotechnical professional and/or testing company to perform special inspections of the proposed clearing, grading, and filling.

c. The applicant retain a geotechnical professional to prepare a stability report.

d. The geotechnical professional's recommendations be incorporated into the construction plans, construction specifications, and if applicable, the subdivision documents.

e. The applicant retain a geotechnical professional to review construction plans and specifications or subdivision documents for conformance with the geotechnical professional's recommendations and requirements.

f. The applicant retain a professional engineer to prepare an abbreviated plan in accordance with the Manual.

2. At a minimum, a stability report shall include the following:

a. The first page of the document shall clearly identify the submittal as a "Stability Report."

b. The date when the stability report was prepared.

c. The parcel number(s) of the site.

- 1 d. Site address if one has been assigned by the city.
- 2 e. A detailed description of the project and a description of the project area.
- 3 f. A description of the surface and subsurface geology, hydrology, soils, and vegetation of the site.
- 4 g. An accurate site plan drawn at a scale of 1" = 20', 1" = 30', 1" = 50' (or other scale deemed appropriate
5 by the Department) is required. The Department may require that the site plan information listed below be
6 based on a field survey by a licensed surveyor. The site plan shall include:
- 7 i. The location of any existing and proposed structures, utilities, on-site septic systems, wells, and
8 stormwater management facilities.
- 9 ii. The full geographical limits of the proposed project area.
- 10 iii. Extent of cross-section(s) used in the evaluation of slope stability.
- 11 iv. Existing topography on the site presented in two-foot contours.
- 12 v. Property lines for the site.
- 13 vi. North arrow and plan scale.
- 14 vii. Location and unique identifier of geotechnical borings, CPT soundings, or other surveys or
15 explorations used to characterize subsurface conditions.
- 16 viii. Extent of cross-section(s) used to evaluate the three-dimensional subsurface geologic and
17 groundwater conditions at the site.
- 18 h. Subsurface characterization data must be provided. The data shall be based on both existing and new
19 information that may include soil borings (SPT or other appropriate driven sample collection methods),
20 test pits, geophysical surveys, or other appropriate subsurface exploration methods, development of site-
21 specific soil and/or rock stratigraphy, and measurement of groundwater levels including variability
22 resulting from seasonal changes, alterations to the site, etc.
- 23 i. Conventional geotechnical boring data shall be reported as a graphic log utilizing the following
24 standards:
- 25 1. The vertical scale of the graphic log shall be such that 5 ft. of drilled depth is scaled to range of
26 1" to 2" (1:60- or 1:30-scale), and shall include vertical columns that record depth in 1 ft.
27 increments, SPT value or equivalent value, and incremental blow counts, a graphic pattern
28 representation of the soil type encountered during drilling, and sample descriptions and other
29 comments regarding drilling.
- 30 2. The graphic log shall have a header on the first page that includes a unique identifier for the
31 boring, the times and dates of the start and completion of drilling, the manufacturer and model of
32 the drilling rig, the company name of the drilling contractor, the name(s) of the site geologist(s) or
33 engineer(s) overseeing the drilling activities, the details of the method used to advance the
34 borehole (e.g., 4" i.d. hollow-stem auger), the type of drilling fluid used to stabilize the borehole,
35 indication that the SPT was completed in accordance with applicable ASTM standards or other
36 appropriate driven sample collection methods are specified including a description of the sampler,
37 hammer weight, drop height, the type of hammer used to drive the sampler, number of turns of
38 rope if a cathead is used to raise the hammer, condition of rope (i.e., new, used, frayed, oily, etc.),
39 and the depth of static groundwater measured immediately prior to abandonment of the boring and
40 the time and date of this measurement.

3. All subsequent pages of the graphic log shall have the unique identifier for the boring, the times and dates of the start and completion of drilling, and the number of the page and the total number of pages comprising the log.

4. Each SPT value or equivalent value will be reported in the appropriate column showing the blow counts recorded at each 6" interval, and the sum of the blow counts between penetration distances of 6" to 18," unless refusal conditions (50 or more blows with less than 6" of sampler penetration) are met anywhere in this interval. At refusal, the blow count shall be recorded as the number of blows with the corresponding sampler penetration, in inches.

5. SPT tests shall be performed every 5 feet during drilling, at a minimum.

6. The soil sample descriptions will include the total length of the recovered sample, the soil color, odor, the density or consistency (loose to very dense, very soft to very stiff), degree of water saturation (dry, moist, wet, saturated), and dilatancy. For granular (sand and gravel) soils, the description shall include a physical description of the soil sample, including size distribution (poorly or well graded), angularity, composition, amount and plasticity of the fines fraction. For fine soils (silt and clay), the description shall include a qualitative estimate of the proportion of the silt and clay size particles (e.g., silty clay, clay with some silt, etc.), plasticity, and amount and type of organic material. The sample description shall include a description of any bedding, laminations, slickensides, or other textural or deposition features, including contact between dissimilar soil types. The sample description shall also include a field classification of the soil sample using the Unified Soil Classification System where the classification is expressed in lower case letters (e.g., sp, ml, etc.). The sample classification shall be expressed in upper case letters (e.g., SP, ML, etc.) where subsequent laboratory testing has been performed. This column of the graphic log will also include any other information relevant to the subsurface investigation, such as loss of drilling fluid, heaving, churning of the drill in gravelly soils, etc.

ii. CPT sounding data shall be reported as a graphic log utilizing the following standards:

1. The vertical scale of the graphic log shall be such that 5 ft. of penetrated depth is scaled to range of 1" to 2" (1:60- or 1:30-scale), and shall include vertical columns that record depth in 1 ft. increments.

2. The graphic log shall have a header on the first page that includes a unique identifier for the boring, the times and dates of the start and completion of the CPT sounding, the manufacturer and model of the CPT system, the company name of the CPT service contractor, the name(s) of the site geologist(s) or engineer(s) overseeing the CPT sounding, and any comments regarding the conduct of the testing, reaction of the CPT system during sounding, etc.

3. All subsequent pages of the graphic log shall have the unique identifier for the boring, the times and dates of the start and completion of drilling, and the number of the page and the total number of pages comprising the log.

4. The graphic log shall display, at a minimum, a continuous depth plot of the uncorrected tip resistance, the friction (sleeve) resistance, the friction ratio, and the measured pore pressure with an overlay of the calculated hydrostatic pore pressure. These curves shall be plotted so as to show the full variation of the measured quantities within the depth range of the sounding, and each curve shall have a visible scale with the minimum and maximum ranges labeled.

5. All of the CPT data recorded for each sounding shall also be provided in either electronic or hardcopy format. Electronic data will be presented in an ASCII text file format.

iii. Geotechnical borings or CPT soundings will be advanced to a depth sufficient to characterize geologic conditions within and below the existing or potential landslide mass.

iv. Other methods used for subsurface characterization shall be assigned a unique identifier, and the basic data presented in appropriate graphical and/or tabular format.

v. The three-dimensional subsurface conditions at the site shall be presented using one or more cross-sections showing location and depth penetration of geotechnical borings, CPT soundings, or other subsurface characterization methods, interpretation of the geometry of major soil units, and projected location of the static groundwater surface determined from the subsurface exploration. The cross-sections shall be presented at a scale of 1" = 20', 1" = 30', 1" = 50' (or other scale deemed appropriate by the Department). Each cross-section shall have a legend with a description of the various major soil units.

i. Soil strength and index properties (i.e., unit weight, cohesion, etc.) shall be provided for each soil unit interpreted from the subsurface characterization of the site, and shall be presented in tabular format. Justification for the presented values of these soil parameters shall be based on one or more of the following approaches:

i. Back analysis based on pre-landslide stability conditions.

ii. Laboratory measurement of strength or other index properties made on soil samples.

iii. Correlation of soil strength index properties to other geotechnical indices (e.g., SPT blow counts, etc.), where the correlation relations are documented (e.g., published literatures, in-house empirical data set, etc.).

iv. Soil strength and indices based on generic values must provide a clear justification for their use.

j. Assessments and conclusions regarding slope stability for the developed conditions shall be presented and documented. These assessments and conclusions shall include:

i. Determination of the potential types of landslide failure mechanisms (e.g., debris flow, rotational slump, translational slip, etc.) that may affect the site.

ii. Quantitative stability evaluation of slope conditions of the various failure mechanisms using state-of-the-practice modeling techniques. Limiting equilibrium methods of analysis shall state the stability conditions as a factor of safety. The most unstable failure geometry(ies) shall be presented in the form of a cross-section(s), with the least stable failure geometry for each failure mechanism clearly indicated. The stability evaluation shall also consider dynamic (earthquake) loading, and shall use a minimum horizontal acceleration as established by the current version of the Building Code as adopted by Title 15 EMC.

iii. Static and dynamic factors of safety for the developed conditions.

iv. Potential landslide hazard buffer and setback impacts to neighboring properties.

k. Mitigation recommendations using engineered measures to protect any proposed structure(s) and any adjacent structures, infrastructure, downstream receiving waters, adjacent wetlands, or critical fish and wildlife habitat from damage or destruction as a result of proposed construction activities. The recommendations shall contain:

i. Requirements pertaining to the handling of surface and subsurface runoff in the developed condition.

ii. Identification of necessary geotechnical inspections to assure conformance with the report mitigation and recommendations.

iii. Proposed angles of cut and fill slopes, site grading requirements, final site topography (shown as 2' contours), and the location of any proposed structures, on-site septic systems, wells, and stormwater management features or facilities associated with the development detailed within the body of the report and shown on a site map at the same scale as that required in number 7. above.

- iv. Soil compaction criteria and compaction inspection requirements.
 - v. Structural foundation requirements and estimated foundation settlements if structures are proposed.
 - vi. Lateral earth pressures.
 - vii. Suitability of onsite soil for use as fill.
 - viii. Erosion protection measures.
 - ix. Permanent stabilization measures.
3. The stability report must be prepared under the responsible charge of a geotechnical professional.
 4. The geotechnical professional(s) who prepared the stability report shall stamp the report with his or her license stamp/seal.
 5. The Department may request a geotechnical professional to provide additional information in the stability report based upon existing conditions, changed conditions, or unique circumstances occurring on a case by case basis.
 6. Stability reports shall be in conformance with a format that is pre-approved by the Department.
- E. Creation of Building Pads within Subdivisions. A grading plan with existing and proposed contours must be provided for all subdivisions, that clearly identifies the earthwork required for the construction of the subdivision. The storm drainage runoff patterns that will result from the proposed grading plan must be consistent with the stormwater design contained within the project's drainage report. Grading per the approved plans must be completed and accepted for the entire subdivision prior to issuance of building permits on individual lots except where the subdivision was approved to be constructed in phases. The grading plan must include grading of individual lots when it is necessary to ensure consistency with the storm drainage runoff patterns contained within the project's drainage report. Approved grading plans may or may not include grading of building pads at the discretion of the developer.
- 13.05.120 Stormwater Drainage Applicability to applications.**
- A. Off-Site Mitigation. The city recognizes that application of the design standards set forth in the Manual does not always fully prevent any impacts downstream and in these extreme cases, the applicant may be required to provide off-site mitigation as determined by the city.
- B. Regional Drainage Facilities. Due to the nature of regional drainage facilities to control surface water runoff from larger areas, it is recognized that it may not be feasible, both fiscally and physically, to control runoff as stipulated in the Manual for new or retrofit facilities. The city shall make every effort reasonable to control runoff to the discharge, storage, and quality criteria established in the Manual. Where determined impractical by the Director, the city will be allowed to modify the criteria for regional facilities and design for maximization of the available land space for control of stormwater. In this case, the city shall design the facility for the primary function of stormwater control and any other multi-use functions shall be considered only after maximizing the stormwater aspects of the facility. Facilities that do not meet the Manual's Volume I minimum requirements will not accept excess discharge flows from new developments. Drainage facilities constructed by private development to mitigate for the impacts of new development or re-development will not be viewed as regional drainage facilities and shall meet all provisions of this chapter.
- C. Discharge to Privately Owned Property. If the project site discharges to a privately owned closed depression, the applicant must obtain written permission/easements from the owner(s) of record for both the closed depression and potential overflow routes receiving the runoff. The applicant shall record the information with the Pierce County Auditor. This information shall be recorded with all affected property titles including those for the depression, overflow route, and the applicant's property. If easements cannot be obtained, discharge to the pothole may be allowed on a case by case basis to match the predeveloped rates, increase the pond size and meet additional protective criteria described in the Manual.

D. Discharge to Publicly Owned Regional Retention and/or Detention (R/D) Facilities. As determined by the city on a site-by-site basis, the developer shall have the option of paying to the city the anticipated costs for designing and constructing an on-site stormwater retention/detention facility including land costs as required above in-lieu-of constructing such a facility. The Manual describes the standards and conditions of this option.

E. Privately Constructed Regional Retention and/or Detention (R/D) Facilities. In lieu of individual systems, applicants may design and build regional facilities in accordance with the design requirements set forth in the Manual, as applicable and with excess capacity which, when completed, may be dedicated to the city. Such a facility may be on-site or off-site. Upon city approval of the facility, the city may:

1. Accept the dedicated facility; and

2. If funds are available as determined by the Director and the facility is constructed in a location within a basin studied by the City and is currently budgeted for in the approved six-year capital facilities plan, reimburse the developer for the excess capacity provided by the facility at a rate mutually agreed upon; or

3. Enter into a latecomers agreement with the developer for reimbursement as other properties are developed which opt to discharge to the regional facility.

The following will be used in determining the applicability of this chapter to applications:

A. For the purposes of this chapter, a valid and fully complete development permit or approval application must include:

1. An application form with all sections filled in;

2. Copies of all existing easements, deed restrictions, or other encumbrances restricting the use of the subject property;

3. A completed environmental checklist (if potential critical areas are indicated on the city's critical areas map);

4. Record of payment for any application fees specified in the city's fee schedule;

5. Documentation of compliance with the application requirements in the PCM;

6. Completed applications for other required permits or approvals if they are to be processed with the development applications, or copies of issued permits or applications if they have been previously approved; and

7. Any other documents or information required in the EMC or the hearing examiner's conditions for the specific permit or approval which is the subject of the development application.

B. Determination that an application is valid and fully complete will be made by the director or designee.

C. For the purposes of this chapter, the date that an application is valid and fully complete shall be determined according to the following specifications:

1. If the application is determined by the director to be valid and fully complete, the date that the application was submitted and date stamped at the permit counter shall be the date the application is deemed valid and fully complete.

2. If the application is determined to be invalid and/or incomplete by the director, and the information requested by the department to resolve the application's invalid or incomplete status is determined by the department to be valid and fully complete, then the date the application is deemed valid and fully complete shall be the date the last piece of requested information is submitted and date stamped at the permit counter.

~~3. If the applicant does not submit responses to a request from the department for additional information within 90 days, the application shall be deemed withdrawn by the applicant and no valid and fully complete application rights shall exist.~~

~~D. Although the director shall determine the validity and completeness of an application for purposes of establishing a valid and fully complete application date, during the review of the completed application, the director may require submittal of additional information or reports (e.g., geotechnical investigations, etc.).~~

13.05.130 Preexisting stormwater facilities.

The applicant/person required to construct a stormwater facility pursuant to ~~the older or~~ replaced site development or stormwater regulations/~~site development or older regulation~~, which is covered by a maintenance or defect financial guarantee or which has been released from all required financial guarantees prior to the effective date of this ordinance November 15, 2016, and all persons holding title to the property for which a facility was required shall be responsible for the continual operation and maintenance of the facility in accordance with standards and requirements ~~that were the basis of approval established at the time of completion~~ of the site development permit and for any liability as a result of breach of these duties.

13.05.140 Acceptance of preexisting stormwater facilities.

A. Upon petition by the more than 50 percent of the person(s) holding title to the properties served by the subject stormwater facilities, the Director may assume maintenance/consider acceptance of preexisting facilities for maintenance and operation responsibility by the city only after the following conditions have been met determining the ongoing maintenance of the facility using city resources will contribute to protecting or improving the health, safety, and welfare of the community based upon review of the following factors:

~~A. All necessary easements or dedications entitling the city to properly maintain the stormwater facility have been conveyed to the city;~~

~~B. The director of public works has determined maintenance of the facility will contribute to protecting or improving the health, safety, and welfare of the community based upon review of the following factors:~~

- ~~1. Existence of or potential for flooding;~~
- ~~2. Existence of or potential for downstream erosion;~~
- ~~3. Existence of or potential for property damage due to improper function of the facility;~~
- ~~4. Existence of or potential for safety hazard associated with the facility;~~
- ~~5. Existence of or potential for degradation of surface or ground water quality or in-stream resources;~~
- ~~6. Existence of or potential for degradation to the general welfare of the community;~~
- ~~7. Improvements in residential plats/PDDs have been completed on at least 80 percent of the lots;~~
- ~~8. An inspection by the dDirector has determined that the stormwater facilities meet current codes and are functioning as designed;~~
- ~~9. The stormwater facilities have had at least two years of satisfactory operation and maintenance, unless otherwise waived by the dDirector; and~~

~~10. The person or persons holding title to the properties served by the stormwater facilities submit a petition containing the signatures of the title holders of more than 50 percent of the lots served by the stormwater facilities requesting that the city maintain the stormwater facilities;~~

~~11. All easements and/or dedicated tracts required under this chapter, entitling the county to properly operate and maintain the subject stormwater facilities, have been conveyed to city and have been recorded with the Pierce County auditor;~~

12. The person or persons holding title to the properties served by the stormwater facilities show proof of the correction of any defects in the drainage facilities, as required by the ~~Director,~~ and

~~13.~~

B. The ~~Director~~ has ~~shall~~ declare their determination pursuant to subsection (A) in writing regarding acceptance of maintenance responsibility by the city. Copies of this document will be kept on file with the City Clerk in the city public works office. Prior to assuming any responsibility, all necessary easements and/or dedications entitling the city to properly operate and maintain the stormwater facilities, prepared using city-approved forms, must be conveyed to the city and recorded with the Pierce County Auditor.

C. If the Director does not assume responsibility for Aa stormwater facility ~~which does not meet the pursuant to subsection (A), its~~ criteria of this section shall remain the responsibility of the applicant/person required to construct the facility and persons holding title to the property for which the facility was required. The decision of the ~~Director~~ is final and not appealable.

13.05.150 Guarantees, Deeds and Easements Applicability.

Any project for which a building or grading permit is required shall provide stormwater management design meeting the requirements of the Pierce County Stormwater Management and Site Development Manual (PCM), except as amended herein.

A. Financial Guarantees. All financial guarantees shall be on an approved city form, run continuously until released by the city, and shall not be subject to expirations or cancellations. In the event that a property is sold, the principal is responsible for transferring the financial guarantee liability by having the new owner(s) replace any existing financial guarantees that the city is holding.

B. Reclamation Guarantees.

1. The purpose of this guarantee is to ensure that adequate erosion control measures are employed during the course of construction and that permanent stabilization is achieved at the conclusion of significant activity. The guarantee may be utilized to reduce drainage impacts and permanently stabilize the site in the event that the city determines a site has been abandoned after construction begins. The city will consider a site to be abandoned based on a lack of response by the principal to correct noted deficiencies or non-completion of improvements prior to permit expiration. Permanent stabilization includes reclamation of the site if a project is abandoned after construction begins.

2. The guarantee amount shall be based on the total land area to be disturbed, as established in the City's Fee Schedule.

3. The reclamation guarantee must be accepted by the city prior to approval of a site development permit and will be released after the conclusion of significant activity on the project site and upon the recommendation of the city's inspector. The city inspector will recommend release of the reclamation guarantee when they determine that little potential for erosion, sedimentation, or stormwater impacts remains.

4. Upon identification by the city of deficiencies relating to erosion control, site stabilization, or project abandonment, the city will provide written notification to the principal identifying the deficiencies. The principal will have 10 calendar days to respond. The city will begin collection proceedings after the 10-calendar-day period if the deficiencies are not satisfactorily addressed or satisfactory response detailing how the deficiencies will be addressed in a timely fashion has not been received.

C. Construction Guarantees.

1. The purpose of this guarantee is to ensure the completion of proposed improvements as required by this manual, other ordinances, Hearing Examiner conditions, SEPA mitigation, etc. The construction guarantee will also ensure completion of an improvement in city right-of-way or on city property in the event that a project is abandoned after construction has begun.

2. The construction guarantee amount can be determined by submitting a scope of work to be accomplished and an engineer's estimate for the cost thereof. The estimate shall be based on current construction cost data. The city will review the estimate and, if acceptable, establish the financial guarantee at 130 percent of the estimate (EMC 16.04.100) to allow for inflation and administrative expenses should the city have to complete the work. Alternatively, the amount can be determined by using the same percentage of an executed construction contract for all of the work to be guaranteed.

3. When work is proposed in the city right-of-way, a construction guarantee must be accepted by the city prior to approval of the site development and right-of-way permits for the project. The financial guarantee may be in lieu of construction of required improvements within public rights-of-way except in situations where the work involves a safety or public welfare issue. A construction guarantee for work on private property is required when the project principal desires to obtain final approval of the development project (subdivision, commercial site, etc.) prior to construction of some or all of the necessary improvements.

4. The following conditions must be met prior to release of the construction guarantee:

a. Completion of the necessary improvements;

b. Submittal to and acceptance by the city of the Engineer's Inspection Report Form;

c. Acceptance by the city of the completed construction; and

d. Submittal to and acceptance by the city of the Maintenance Guarantee.

5. All improvements covered under a construction financial guarantee must be completed prior to the expiration of the site development permit. The city may begin collection proceedings after the expiration of the site development permit.

D. Maintenance Guarantees.

1. For all road, access, and storm drainage facilities, the purpose of this guarantee is to ensure that until such time that the Maintenance Guarantee is released:

a. The principal will correct any defects in design, construction, or storm drainage facility performance.

b. Problems caused by or related to inadequate storm drainage facility performance will be corrected by the principal.

c. The principal will correct any violations of city regulations and standards.

d. The principal demonstrates that the storm drainage facilities function properly in the final built-out condition of the project.

e. The principal will thoroughly clean the storm drainage facilities at the conclusion of the maintenance guarantee time period.

f. The public is not responsible for correcting problems caused by or related to defects in design, construction, or storm drainage facility performance.

2. In addition, for road, access, and storm drainage facilities that will be privately owned, maintained, and operated, the purpose of this guarantee is to also ensure that until such time that the Maintenance Guarantee is released:

a. Problems caused by or related to improper maintenance, improper operation, vandalism, damage from vehicle accidents, or damage from felled trees will be corrected by the principal.

b. The principal performs all necessary maintenance, operation and associated O&M recordkeeping as specified in the project's approved maintenance manual.

1 3. The guarantee amount shall be for 20 percent of the total cost of the road, access, and storm drainage system
2 construction (EMC 18.30.120(B)). The total cost can be based on an estimate by the project engineer, or an
3 executed construction contract. The minimum amount of the guarantee is \$5,000.

4 4. The maintenance guarantee must be submitted to and accepted by the city prior to final construction
5 approval.

6 5. For all road, access, and storm drainage facilities, the defect and maintenance guarantee time period will be
7 24 months (two years) unless modified by the city. The maintenance guarantee time period will begin when
8 final construction approval is granted. Final construction approval will be granted by the city when: the
9 guarantee has been submitted and accepted, all punch list items have been completed (including sidewalks and
10 final asphalt lift), approval has been granted by the city inspector, the record drawings have been approved, the
11 engineer's inspection report form has been approved, and the maintenance manual/maintenance schedule has
12 been accepted.

13 6. The city may extend the 24-month time period in the following situations:

14 a. Defects in design, faulty construction, insufficient storm drainage facility performance, or violations of
15 city regulations and standards are discovered.

16 b. The principal is unable to demonstrate that the storm drainage facilities function properly in the final
17 built-out condition of the project.

18 c. The principal has not performed the required maintenance or is unable to provide adequate
19 documentation of their maintenance and operation activities.

20 7. The time period will only be extended if it is necessary to ensure adequate performance and/or compliance
21 with city requirements. The length of any time extension will be determined by the city.

22 8. The principal may request in writing a reduction in the 24-month time period for projects that have met all
23 the criteria listed below. The intent is to give the principal a method to reduce the standard 24-month time
24 period on projects that can be built and stabilized quickly. This option does not change the terms for releasing
25 the financial guarantee. In no event shall the time period be less than 18 months.

26 a. All site construction has been completed (including but not limited to houses on lots, paving, sidewalks,
27 buildings, impervious surfaces, pervious surfaces, grading, clearing, vegetation removal, and landscaping).
28 The city must accept that permanent erosion control measures have been fully established prior to the
29 beginning of the wet season.

30 b. All storm drainage facilities must have gone through one full wet season (October 1 to April 30) after
31 permanent erosion control establishment has been accepted.

32 c. The project is not being phased.

33 9. The city will perform regular monitoring inspections during the maintenance guarantee time period.

34 10. At the end of the maintenance guarantee time period, it is the principal's responsibility to request a financial
35 guarantee release inspection by the city. This request shall be submitted to the city in writing.

36 11. For road, access, and storm drainage facilities that will be privately owned, maintained, and operated, the
37 request to release the financial guarantee must include copies of all maintenance logs and documentation that
38 show compliance with the approved maintenance manual.

39 12. Projects will be inspected on a first-come, first-served basis. If no deficiencies are noted, the city will
40 release the financial guarantee. If deficiencies are noted, the principal will be notified of the specific
41 deficiencies to be corrected. The principal will have 30 days to respond. The city may begin collection
42 proceedings after the 30-day period if the deficiencies are not satisfactorily addressed. The guarantee will not
43 be released until the city finds that the deficiencies have been corrected.

E. Temporary Driveway Approach Guarantee.

1. The purpose of this guarantee is to ensure the removal of the temporary driveway approach and restoration of the city right-of-way. Removal of the temporary driveway approach means to permanently close the approach by blocking, berming, fencing, or other method suitable to the city. Restoration of the city right-of-way means to restore the city road, shoulder, and storm drainage system to its condition prior to construction of the temporary driveway approach.

2. The amount for each temporary driveway approach to a city road shall be as established in the City's Fee Schedule. The temporary driveway approach guarantee must be accepted by the city prior to approval of the site development permit for the temporary driveway approach.

3. Upon removal of the temporary driveway approach and restoration of the city right-of-way, the principal will contact the city inspector and request inspection. The inspection will be completed on a first-come, first-serve basis. If the removal and restoration work is found to be acceptable, the financial guarantee will be released. If the work is not found to be acceptable, the principal will be notified of the deficiencies to be corrected, the guarantee will not be released until the work is found to be acceptable.

4. The city will provide written notice to the principal of deficiencies in the removed or constructed temporary driveway approach or the need to remove the temporary driveway approach. The principal will have 30 days to respond. The city will begin collection proceedings after the 30-day period if the deficiencies are not satisfactorily addressed and/or the temporary driveway approach is not properly removed.

F. Deeds and Easements. The following deeds and easements should be used to convey property or rights to the city:

1. Statutory Warranty Deed (individual, partnership, or corporate). This document is used to convey real property to the city.

2. Storm Sewer Easement. This document conveys to the city the right to have and maintain a storm sewer system across a specific parcel of property.

3. Slope and Utility Easement. This document conveys the right to have fill material or a cut slope and utilities on private property.

4. Quit Claim Deed. This document is used to release ownership interest when ownership is uncertain and a statutory warranty deed cannot be provided.

13.05.160 July 2021 Edition, Pierce County Stormwater Management and Site Development Manual adopted.

The city adopts by reference the July 2021 Edition, Pierce County Stormwater Management and Site Development Manual ("Manual") as modified under EMC 13.05.170 ~~herein~~.

13.05.170 Modifications to the Manual ~~PCM~~.

The city hereby amends the Manual ~~PCM~~ as follows:

Replace any reference to "County" or "Pierce County" in the ~~PCM Manual~~ with "City" or "City of Edgewood", unless it pertains to document recording or other services only provided by Pierce County. Replace any reference to "Planning and Public Works (PPW)" in the ~~PCM Manual~~ with "Community Development and Public Works Departments". Replace any reference to "PCC Title 18E", "PCC Title 18E.70", "PCC Title 18E.80", or "Critical Areas Ordinance" with "EMC Title 14". Replace any reference to "PCC Title 18A" or "PCC Title 18J" with "EMC Title 18". Any other references to "Pierce County Code" shall remain unchanged, unless otherwise noted herein.

Volume 1 Section 1.3 How to Use this Volume – Replace Item 3 with the following:

Chapter 3 to determine what submittal requirements apply. Submittal forms can be obtained from the City of Edgewood's website: www.cityofedgewood.org.

Volume 1 Section 1.4.2 Protection and Establishment of Natural Buffer Areas – Replace the first paragraph with the following:

Natural buffer areas may be required to protect drainage courses from erosion and pollutants. Natural buffer areas are required adjacent to all wetlands, per the city’s requirements, as documented in the Edgewood critical areas maps and required by the Critical Areas Ordinance, EMC Title 14. Where development is proposed near buffer zones that have been established by the city or near an environmentally sensitive area, obtain the city’s regulations regarding buffer zones.

Volume 1 Section 1.7 Relationship of this Manual to Federal, State, and Local Regulatory Requirements – Replace the second and third paragraphs with the following:

The City of Edgewood website has information on the city’s permitting process, including online permit information: www.cityofedgewood.org.

Permit information can also be obtained by calling the general information line at (253) 952-3299, or visiting City Hall at ~~10440 Dom Calata Way E, 2224 104th Ave. E. in~~ Edgewood, ~~WA 98372~~.

Volume 1 Section 1.7.1 The Manual’s Role as Technical Guidance and Requirements – Replace “PCC Title 17A” under “Penalties and Enforcement” with “EMC 13.05.100”. Replace “PCC Title 17A” under “Appeals” with EMC 13.05.090.

Volume 1 Section 1.7.2 More Stringent Measures – Delete the second paragraph.

Volume 1 Section 1.7.3 Presumptive Versus Demonstrative Approaches to Protecting Water Quality – Replace the phone number at the end of the section with (253) 952-3299.

Volume 1 Section 1.7.4 – Replace this section with the following:

Phase II – NPDES and State Waste Discharge Stormwater Permits for Municipalities

Certain municipalities and other entities are subject to permitting under the U.S. Environmental Protection Agency (U.S. EPA) Phase II Stormwater Regulations (40 CFR Parts 122, 123). In western Washington, Ecology has issued joint NPDES and state waste discharge permits to regulate the discharges of stormwater from the municipal separate storm sewer systems operated by small cities, including Edgewood.

The Phase II NPDES Municipal Stormwater Permit was reissued on July 1, 2019 and is available on the Ecology website: <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-generalpermits/Municipal-stormwater-general-permits/Western-Washington-Phase-II-MunicipalStormwater>.

Volume 1 Section 2.2 Exemptions – Replace “PCC Title 17A” with “EMC 13.05.010”.

Volume 1 Section 2.3.1 New Development – Replace the first, bold sentence with the following:

All new development shall be required to comply with Minimum Requirements #2, #4 and #5, regardless of size and even if exempt from permit application submittal.

Volume 1 Section 2.4.2

Minimum Requirement #2: Construction Stormwater Pollution Prevention

On page 2-8, add the following paragraph under the third paragraph of Section 2.4.2:

Per EMC Title 14.90.040(B)(5), the removal and disturbance of vegetation, clearing or grading in Landslide Hazard Management Areas shall be limited to the area of the approved development and shall not be allowed during the wet season (November 1st through May 1st), unless adequate provisions for wet season erosion have been addressed in the geotechnical report and approved by the department.

Volume 1 Section 2.4.5

Minimum Requirement #5 On-site Stormwater Management

On page 2-104, add the following paragraph under the first paragraph of Section 2.4.5:

To verify whether or not downstream drainage courses and facilities are adequate (Minimum Requirement #4), all project sites proposing 2,000 square feet or more of new and/or replaced impervious surface area with any discharge (including overflow) must perform a downstream analysis consistent with Section 3.3.4 (page 3-22, “Drainage Report Section 9”, beginning at the second paragraph), from the project site to the applicable receiving water body (pothole, lake, or stream) as depicted in the city’s Surface Water Management Plan.

The engineer must field inspect all existing stormwater drainage systems and determine if the capacity is adequate to handle existing flows, flows generated by the proposed project, and any overflows. Project sites tributary to a pothole will also require a zero-rise analysis of said pothole, meeting the requirements of EMC 14.80.050(E). Adequacy will be evaluated based on conveyance capacity during the 100-year peak flow, known flooding problems, erosion damage or potential, amount of freeboard in channels and pipes, and storage potential within the system. If the conveyance is deemed inadequate, the engineer must either improve the system or restrict flows leaving the project to compensate.

In lieu of this downstream analysis, the engineer may either:

1. Demonstrate the undetained / unmitigated 100-year peak flow rate under developed conditions (i.e. overflow) will not be greater than the modeled 100-year peak flow rate under existing conditions, or
2. Retain 100% of stormwater runoff within the project site (following the methods prescribed in the PCM), applying a 20% safety factor to the modeled stormwater retention volume(s), and no surface water will be allowed to leave the site (including overflow).

On page 2-104, replace the second paragraph of Section 2.4.5 with the following:

In addition, projects subject to the city’s Development and Design Standards (per EMC 18.90 and 18.95) should review Volume VI in conjunction with Minimum Requirements #5, #6, and #7. Some of the requirements of EMC 18.90 and 18.95 may partially or fully achieve the requirements of Minimum Requirements #5, #6, and #7. Projects using infiltration for stormwater management may be subject to groundwater flow testing and flow pattern identification as part of the mitigation requirements where infiltration may cause new or exacerbate existing down-gradient flooding, erosion or landslide problems.

On page 2-12, replace the text from the top of the page to the heading “Low Impact Development Performance Standard”, including and Table 2.1, with the following:

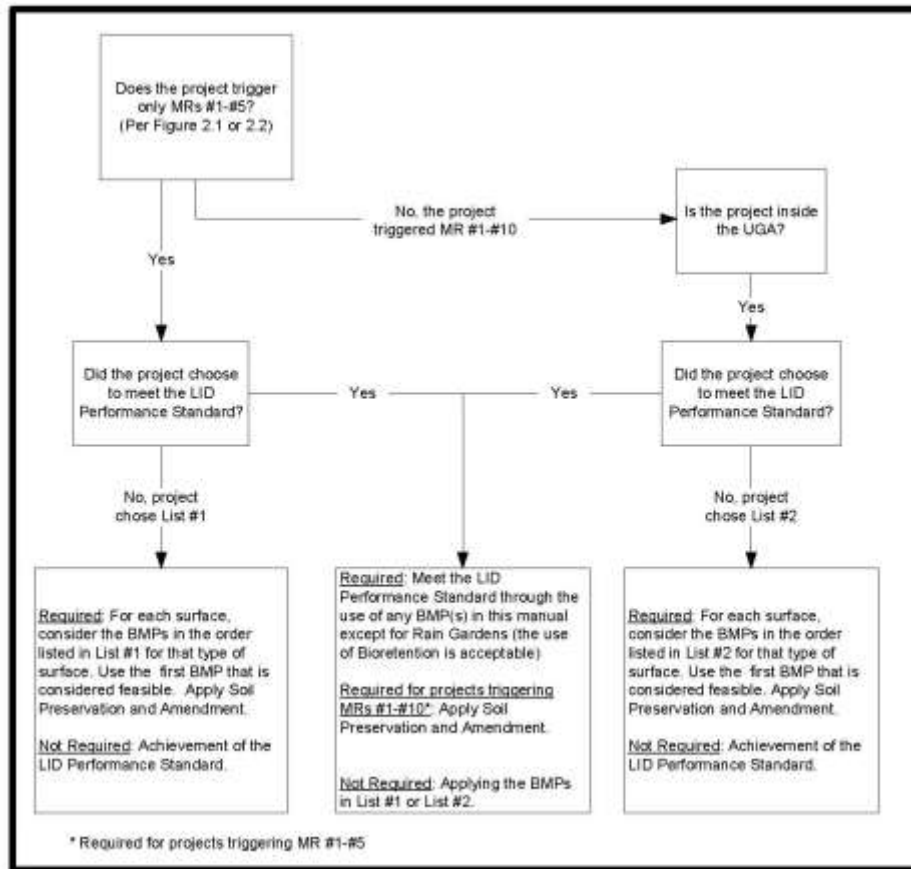
Projects triggering Minimum Requirements #1 through #10 shall either:

- a. Use onsite stormwater management BMPs from List #2 for all surfaces within each type of surface in List #2; or
- b. Demonstrate compliance with the LID Performance Standard and implement the soil preservation and amendment BMP described in Volume III, Section 3.1. Projects selecting

this option cannot use rain gardens. They may choose to use bioretention areas as described in Volume III, Section 3.4 to achieve the LID Performance Standard.

On page 2-113, replace Figure 2.3 with the following:

Figure 2.3 Flow Chart for Determining Minimum Requirement #5 Requirements.



On page 2-156, replace the second bullet under “Competing Needs” with:

Where an LID requirement has been found to be in conflict with special design criteria found in EMC Title 18, the existing codes may supersede or reduce the LID requirement.

Volume 1 Section 2.4.6

Minimum Requirement #6 Runoff Treatment

On page 2-179, add the following before the first paragraph under “Supplemental Guidelines”:

For new agricultural activities allowed under EMC 14.60.040(D) in aquifer recharge and wellhead protection areas, Integrated Pest Management (IPM) practices and fertilizer use Best Management Practices (BMPs) shall be used as described by the Washington State University Extension Service. See Appendix IV-B for an example IPM program.

Volume 1 Section 2.4.7

Minimum Requirement #7 Flow Control

There are no flow control-exempt receiving waters in the City of Edgewood. Delete the following:

- On page 2-1~~89~~ to page 2-20, first paragraph under the section heading, last sentence, delete everything after “into a fresh waterbody”. Also

- ~~On page 2-20, delete the bullet points after the first paragraph, the second paragraph, and the bullet points following the second paragraph (which continue onto page 2-21).~~

On page 2-1~~92~~4, replace the second paragraph under “Thresholds” with the following:

If any of the following conditions are met / exceeded, the standard flow control requirement for western Washington must be achieved:

On page 2-1~~92~~4, amend the first bulleted paragraph under Thresholds to read:

- Projects in which the total of effective impervious surfaces is 5,000 square feet or more in a threshold discharge area.

On page 2-1~~92~~4, replace the first paragraph under “Discharge Requirements” with the following:

It is the City’s policy that stormwater be infiltrated whenever possible. Infiltration facilities shall be designed in accordance with summary standards provided for the applicant’s convenience by the City, or in accordance with the PCM and associated reference documents. Projects using infiltration for stormwater management may be subject to groundwater flow testing and flow pattern identification as part of the mitigation requirements where infiltration may cause new or exacerbate existing down-gradient flooding, erosion or landslide problems.

The allowable release rates from a project are dependent upon the ultimate destination for the stormwater. All projects not directly attributable to one of the four categories defined below shall use Category A for determining the allowable discharge rates.

On page 2-1~~92~~4, replace first sentence under “Category A” with: “Any naturally occurring waterbody not defined as a closed depression, publicly owned regional retention and/or detention facility, or privately constructed regional retention and/or detention facility.” Under “Requirements”, delete the last word in the first paragraph, “unless”, and the following two bullet points (which continue onto page 2-20).

In summary, all project sites shall consider forested conditions for the predeveloped scenario.

On page 2-2~~03~~, under “Category B”, “Requirements”, first bullet point, replace both instances of the phrase “(existing)” after “predeveloped” with “(forested)”. Also, after the phrase “must also be added to the final design storage volume”, add the following:

without increasing the depth of the proposed facility. A zero-rise analysis shall also be performed on the closed depression, meeting the requirements of EMC 14.80.050(E). WWHM, MGSFlood, or other DOE-approved continuous runoff model shall be used in lieu of HEC-RAS for the zero-rise analysis.

On page 2-2~~25~~, under “Category D”, “Requirements”, second bullet point, replace “Director of Pierce County Planning and Public Works” with “City of Edgewood Public Works Department”, and replace “Pierce County Surface Water Management” with “the City of Edgewood Surface Water Program-~~Manager~~”.

Volume 1 Section 3.2.6 Abbreviated Plan – Site Development Drawings

On page 3-~~78~~, under “Advanced Plan Requirements”, replace “PCC Title 17A, Soil Engineering – Stability” in the last paragraph with “EMC 13.05.110Title 14”.

Volume 1 Section 3.2.9 Abbreviated Plan – Establishment of Maintenance Covenant

On page 3-~~89~~, replace the first sentence of the second paragraph of Section 3.2.9 with the following:

The recorded maintenance covenant must be created on a city-approved form, obtainable from the City of Edgewood Surface Water Program-~~Manager~~.

Volume 1 Section 3.3.4 Drainage Control Plan – Drainage Report

On page 3-~~1824~~, replace “Drainage Report Section 7 – Floodplain Analysis” with the following:

If the project is within a potential flood hazard area as defined in EMC Title 14 and indicated on the City of Edgewood’s Critical Areas Map, show the 100-year flood hazard area on the plans. If the flood hazard area has not been established (or the city determines that it is in error), the city may require the applicant to establish and map the 100-year flood hazard area for the proposed project per EMC 14.80, to be submitted with the Drainage Report. For closed depressions, the analysis will be for the 100-year flood considering existing land cover conditions. For streams and other water bodies with surface outlets, the analysis will be for the 100-year flood for build out at maximum density allowed by current zoning. If the project is determined to be in the flood hazard area, additional studies per EMC 14.80 may be required. WWHM, MGSFlood, or another DOE-approved continuous runoff model shall be used in lieu of HEC-RAS for the zero-rise analysis.

On page 3-~~1922~~, replace the last sentence of the first bullet under “Drainage Report Section 9 – Facility Sizing and Offsite Analysis” with the following:

The study area shall extend downstream of the proposed project discharge location to the applicable receiving water body (pothole, lake, or stream) as depicted in the city’s Surface Water Management Plan.

On page 3-~~1922~~, under “Drainage Report Section 9 – Facility Sizing and Offsite Analysis”, between the first and second bullet, insert a new bullet reading as follows:

Project sites tributary to a closed depression / pothole will also require a zero-rise analysis meeting the requirements of EMC 14.80.050(E). WWHM, MGSFlood, or another DOE-approved continuous runoff model shall be used in lieu of HEC-RAS for the zero-rise analysis.

On page 3-~~214~~, ~~under “Drainage Report Section 9 – Facility Sizing and Offsite Analysis”~~, add the following to the end of the second-to-last paragraph of “Drainage Report Section 9 – Facility Sizing and Offsite Analysis”:

The engineer must determine if there is adequate capacity in the offsite conveyance system to handle existing flows, flows generated by the proposed project, and any overflows. Adequacy will be evaluated based on conveyance capacity during the 100-year peak flow, known flooding problems, erosion damage or potential, amount of freeboard in channels and pipes, and storage potential within the system.

On page 3-~~225~~, Table 3.2, replace “Pierce County Planning & Public Works (PPW)” with “City of Edgewood”, remove the “Shoreline Permit” row, and ~~replacemove~~ “Wetlands Permit or Fish and Wildlife Permit” with “Critical Areas Permit”~~from the last cell~~.

Volume 1 Section 3.3.7 Drainage Control Plan – Establishment of Maintenance Covenant

On page 3-2~~59~~, replace the first paragraph of the section with the following:

A maintenance covenant is required for each site/lot that contains stormwater management BMPs that will be maintained by a private entity such as an individual, corporation, or homeowner's association. The maintenance covenant must be created on a city-approved form (obtainable from the Edgewood Community Development Department), and any attachments shall meet the recording requirements of the Pierce County Auditor. The covenant shall be recorded at the Pierce County Auditor's office at the expense of the applicant, and shall be tied to the parcel numbers that the project is built on. All covenants must be recorded prior to final construction approval for the proposed project.

Volume 1 Appendix I-B

See EMC Chapter 14.40 ~~EMC~~ for wetland protection, buffer and mitigation requirements. The requirements of EMC 14.40 shall take precedence over Appendix I-B.

Volume 1 Glossary

Areas of Special Flood Hazard: Replace "~~PCC 18E~~" with "See EMC 14.80.".

County, the: Replace title with "City, the" and definition as follows:

The jurisdictional boundaries of the City of Edgewood, and the Mayor or authorized representative.

Deep and/or Fast-Flowing Water: Replace with "See EMC 14.80."

Large Lot: Deleted / Not Applicable

Large Lot Divisions: Deleted / Not Applicable

Short Plat or Short Subdivision: Replace with "As defined in EMC Title 16."

Standard Plans and Standard Specifications: Replace with "See EMC 12.02.030."

Subdivision: Replace with "As defined in EMC Title 16."

Variance: Replace "~~PCC Title 17A~~" with "EMC 13.05.080.".

Volume 2 Section 2.2.1 Narrative

On page 2-~~45~~, delete the second paragraph under "Certified Erosion Control Lead".

On page 2-~~57~~, under "Financial/Ownership Responsibilities", replace "PCC Title 17A.20" with "EMC 13.05.150+6.06.050.".

Volume 2 Section 2.3.1 Step 1 – Data Collection

On page 2-~~840~~, under the "Evaluate Zoning" bullet, replace with the following:

Determine if the site zoning per EMC Title 18 requires a full / comprehensive LID development or if the applicant chooses to apply a full / comprehensive LID development. If pursuing comprehensive LID, see Volume VI for additional requirements and guidelines.

Volume 2 Section 2.3.3 Step 3 – Construction SWPPP Development and Implementation

On page 2-~~1722 to page 2-23~~, under the Fifth bullet under Element #9, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor – seecontact the City of Edgewood for more information.”

On page 2-~~1924 to page 2-25~~, under the fourth sub-bullet to the fourth bullet under Element #10 last bullet, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor – seecontact the City of Edgewood for more information.”

On page 2-19, under the last bullet under Element #10 before “Suggested BMPs”, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor – contact the City of Edgewood for more information.”

Volume 2 Section 3.1 Source Control BMPs

On page 3-~~942~~, under “BMP C106: Wheel Wash”, “Conditions of Use”, third bullet, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor – seecontact the City of Edgewood for more information.”

Volume 3 ~~Section~~ Chapter 2 Hydrologic Analysis and Design Standards

On page 2-1, fourth paragraph, replace the last sentence with: Additional information on general LID site design and requirements of the city’s Development and Design Standards (per EMC 18.90 and 18.95) are provided in Volume VI.

Volume 3 Section 2.5.2 Infiltration Facilities for Flow Control – Procedures

On page 2-1~~37~~, under “Construct the Facility and Conduct Performance Testing:”, replace with the following:

To demonstrate that the facility performs as designed, the constructed facility must be tested and monitored per the Verification of Performance requirements in Section 2.5.3, and documented as part of the facility’s as-built records.

Volume 3 Section 2.5.3 General Criteria for Infiltration Basins and Trenches

On page 2-1~~58~~, under “100-year Overflow Conveyance”, add the following:

To verify the capacity of the overflow conveyance, a downstream analysis shall be prepared per Volume I, Chapter 2.4.5 of this manual (as modified herein). In lieu of this downstream analysis, the engineer may demonstrate 100% retention of stormwater runoff within the project site (following the methods prescribed in the PCM), apply a 20% safety factor to the modeled stormwater retention volume(s), and no surface water will be allowed to leave the site (including bypass and overflow).

Volume 3 Section 3.2.1 General Dispersion Facility Design Criteria

On page 3-~~78~~, replace the second bullet point under “General Design Criteria” with the following:

Runoff from dispersion facilities shall not be allowed for stormwater discharges up-slope from Landslide or Erosion Hazard Areas. If the natural discharge location of the site is toward a Landslide or Erosion Hazard Area, stormwater shall be conveyed down the slope in a pipe as required by Chapters 14.90 and 14.110 EMC. If the natural discharge location of the site is away from the Landslide or Erosion Hazard Area, a piped storm system shall be used to convey stormwater away from the hazard area. Stormwater management facilities for the site shall be implemented in accordance with the requirements of EMC Chapter 13.05 ~~EMC~~ and PCM as supplemented herein.

On page 3-~~78~~, add the following to the end of Section 3.2.1:

To preserve the vegetative flowpath area on the project site from alteration, the dispersion system and flowpath length shall be documented on a site plan, to be recorded on the property title. The site plan shall include the following requirements:

1. Maintenance of vegetation in the flowpath area shall be in accordance with BMP T5.13 (or otherwise approved design).

2. Splashblocks or gravel-filled trenches shall not be covered or removed but shall be maintained in accordance with the approved design.

3. If the flowpath area, splashblocks, or gravel-filled trenches are disturbed, additional stormwater management facilities shall be designed and constructed in accordance with the PCM or City's most current adopted stormwater manual.

Volume 3 Section 3.10.2 Vegetated Roofs – Applications and Limitations

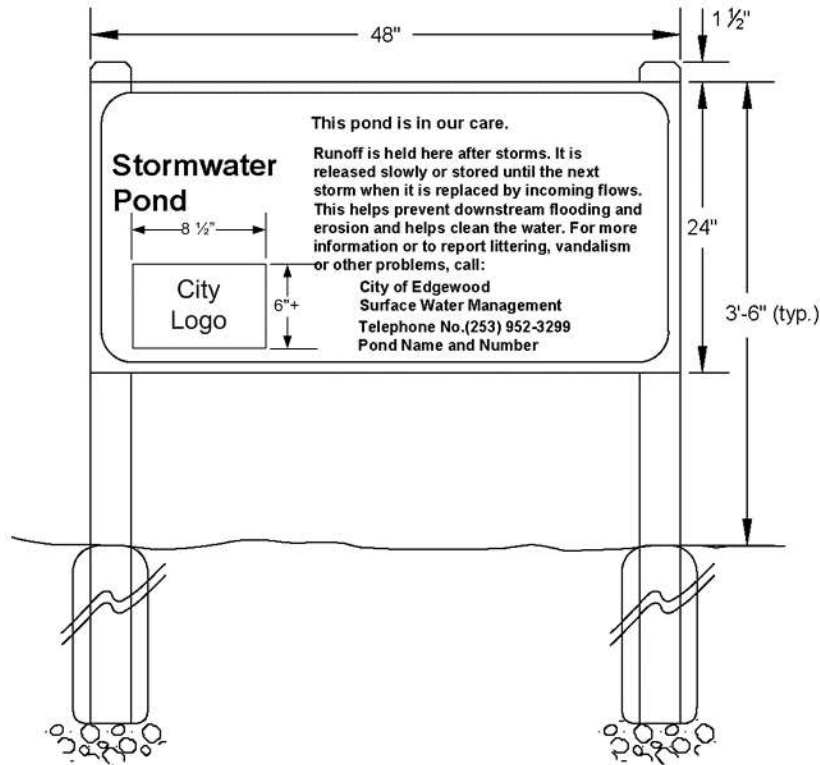
On page 3-~~8094~~, replace “PCC Title 17C – Construction and Infrastructure Regulations – Building and Fire Codes” with “EMC Title 15” in the fourth bullet point of this section.

Volume 3 Section 3.12.1 Detention Ponds

On page 3-~~92409~~, under “Signage” replace paragraph with the following:

Detention ponds, infiltration basins, wet ponds, and combined ponds shall have a sign placed for maximum visibility from adjacent streets, sidewalks, and paths. An example of sign specifications for a permanent surface water control pond is illustrated below.

1



Sample Specifications:

Size: 48 inches by 24 inches
Material: 0.125-gauge aluminum
Face: Non-reflective vinyl or 3 coats outdoor enamel (sprayed).
Lettering: Silk screen enamel where possible, or vinyl letters.
Colors: White background, Black letters.
Type face: Arial. Title: 3 inch; Sub-Title: 1 1/2 inch; Text: 1 inch; Outer Border: 1/8 inch; Border Distance from Edge: 1/4 inch; all text 1 3/4 inch from border.
Posts: Pressure treated, beveled tops, 1 1/2 inch higher than sign.
Installation: Secure to chain link fence if available. Otherwise install on two 4" x 4" posts, pressure treated, mounted atop gravel bed, installed in 30-inch concrete filled post holes (8-inch minimum diameter). Top of sign no higher than 42 inches from ground surface.
Placement: Face sign in direction of primary visual or physical access. Do not block any access road. Do not place within 6 feet of structural facilities (e.g. manholes, spillways, pipe inlets).

2

3 **Volume 4 Section 1.3 What Type of Pollutants...**

4 On page 1-2, first paragraph, replace "Pierce County Code (PCC) Title 11" with "EMC
5 13.25".

6 **Volume 4 Section 1.4.1 Source Control Best Management Practices**

7 On page 1-45, under item 2, third bullet, replace "County Industrial Pretreatment Program at
8 (253) 798-3013" with "applicable purveyor – seecontact the City of Edgewood for more
9 information."

10 **Volume 4 Section 1.7 How Do I Get Started?**

11 On page 1-67, replace the third paragraph with the following:

If you have questions, please contact the City of Edgewood Surface Water Program ~~Manager~~ at (253) 952-3299. They can provide assistance over the phone and also at your business site.

Volume 4 Section 1.8 Some Important Requirements to Note

On page 1-~~67~~, replace “PCC Title 11 Illicit Stormwater Discharges” with “Chapter 13.25 EMC”, replace “Pierce County Surface Water Management at (253) 798-2725” with “the City of Edgewood Surface Water Program ~~Manager~~ at (253) 952-3299”, and replace “Pierce County Planning and Public Works (PPW) at (253) 798-7200” with “City of Edgewood at (253) 952-3299” In the second and third paragraphs.

Volume 4 Chapter 2 Worksheet for Commercial and Industrial Activities

On page 2-1, replace “County Industrial Pretreatment Program at (253) 798-3013” with “applicable purveyor – seecontact the City of Edgewood for more information”, and replace “Pierce County Surface Water Management at (253) 798-2725” with “the City of Edgewood Surface Water Program ~~Manager~~ at (253) 952-3299” in the second and third paragraphs.

13.05.180 Copy to be available.

One copy of the ManualPCM, as adopted, shall be available at Edgewood City Hall for use and examination by the public.

13.05.190 Conflict of provisions.

In the event that this chapter conflicts with any provision of any other existing ordinance, the terms of this chapter shall prevail.

~~13.05.200 Severability.~~

~~If any section, sentence, clause or phrase of this chapter 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 chapter.~~

~~13.05.210 Effective date.~~

~~A summary of the ordinance codified in this chapter consisting of its title shall be published in the official newspaper of the city and take effect and be in full force five days after the date of publication.~~



CITY OF EDGEWOOD
STAFF REPORT
PLANNING COMMISSION AGENDA ITEM

Date: December 8, 2025
Title: Special Events Code
Attachments: Attachment A - DRAFT NEW EMC Chapter 5.12
Attachment B – Example Codes
Submitted By: Jeremy Metzler, PE – Community Development Director

Background Information:

Edgewood Municipal Code (EMC) currently requires a Temporary Use Permit for special events. EMC 18.50.070(A) states:

The provisions of this section are designed to provide standards and criteria for temporary relief to situations resulting from strict application of this title. Provisions authorizing temporary uses are intended to permit occasional temporary uses, activities and structures when consistent with the purpose of this title and when compatible with the general vicinity and adjacent uses.

EMC 18.50.070(B) proceeds to list various temporary uses and activities that might be considered special events, including but not limited to:

- Circuses, carnivals, rodeos, fairs or similar transient amusement or recreational activities,
- Indoor or outdoor art and craft shows and exhibits,
- Indoor or outdoor special sales, including swap meets, flea markets, parking lot and sidewalk sales, warehouse sales or similar activities, limited to locations on nonresidential lots in commercial or industrial districts, and when operated not more than 10 days in the same month, unless otherwise permitted by the city,
- Seasonal retail sales of agricultural or horticultural products raised or produced on individual farms, and
- Neighborhood or community garage sales, moving sales and similar activities for the sale of personal belongings when operated not more than three days in the same week or more than twice in the same calendar year.

While this section of code provides reasonable guidance for temporary uses in general, staff has found in practice that it lacks clarity relating to special events and only pertains to the regulations contained in Title 18. The attached draft code provides more clarity for special events without confusing or overburdening the temporary use code provisions, developed by using the model ordinance from the City's insurance pool, as well as considering example codes from other nearby jurisdictions.

Furthermore, the application review fee for a Temporary Use Permit is currently \$500, while review fees for special event permits in neighboring jurisdictions are significantly lower, possibly in an effort to recognize the economic development and community value these events provide. Creating a new section of code specific to special event permitting will allow for a new fee to be established.

Finally, in 2024 the City Council adopted EMC Section 12.10.045, Government sponsored or co-sponsored events in city parks. This was a stop-gap measure to more appropriately administer special events on city-owned park property, but it does not address special events held on private property or in public right-of-way.

Current Discussion:

Staff presents the attached draft ordinance for review and consideration by the PC. Taking the model ordinance provided by WCIA, staff's intent is to formalize a more accessible and comprehensive alternative to the Temporary Use Permit process for special events.

Staff Recommendation:

Pending any conversation with the PC this evening, staff recommends moving forward with scheduling a public hearing on this item. To allow adequate time for review and consideration of any public comments received, a formal recommendation to City Council may be considered at the following PC meeting.

ORDINANCE NO. 26-xxxx

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON, CREATING
EDGEWOOD MUNICIPAL CODE CHAPTER 5.12, SPECIAL
EVENTS PERMITTING; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, there has been express interest in community events, such as parades, fun runs, and other organized events, within the City of Edgewood; and

WHEREAS, the City currently lacks a special events permitting ordinance to ensure the appropriate public services (such as traffic control) are available for such events; and

WHEREAS, the City Council of the City of Edgewood finds it in the interest of the public health and safety to amend the Edgewood Municipal Code to provide for uniform policies and procedures for Special Events permitting;

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

Section 1. New EMC Ch. 5.12, Special Events Permitting, Adopted. The City of Edgewood Municipal Code is hereby amended by adoption of a new EMC Chapter 5.12, Special Events Permitting, to read in the form included on Exhibit A, attached hereto and incorporated by reference.

Section 2. Corrections. Upon the approval of the city attorney and/or the city clerk, the code publisher is authorized to make any necessary technical corrections to this ordinance, including but not limited to the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.

Section 3. 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 publication as provided by law.

PASSED BY THE CITY COUNCIL ON THE XTH DAY OF XXXXXXXXXXXXXXX, 2025

Dave Olson, Mayor

ATTEST/AUTHENTICATED:

Jill Schwerzler-Herrera, CMC
City Clerk

APPROVED AS TO FORM:

Mali C. Barber, City Attorney

Date of Publication: Friday

Effective Date: Following Wednesday

DRAFT

Exhibit A

DRAFT

CHAPTER 5.12

SPECIAL EVENTS PERMITTING

5.12.010 DEFINITIONS

- A. “Applicant” means any person or organization who seeks a Special Event permit from the City to conduct or sponsor a Special Event governed by this section. An Applicant must be 18 years of age or older.
- B. “City” means the City of Edgewood.
- C. “Event Sponsor” means the Person responsible for the Special Event to be held.
- D. “Person” means any person, firm, partnership, association, corporation, company, or organization of any kind.
- E. “Significant Impact on City Services” means a material increase in the amount, scope, or level of necessary fire, police, traffic control, crowd control, or other public services above those that would normally be required without the Special Event. With respect to police resources, significant impact on City services means resources for crowd management or traffic control required for the Special Event over and above the normal deployment of police in that geographic area of the City at the time of day during which the Special Event will occur.
- F. “Significant Impact on Public Property” means a Special Event would preclude in whole or in substantial part the public’s normal and customary use of such public property, including but not limited to, public rights-of-way.
- G. “Special Event(s)” include any activity which is to be conducted on public property (including a public right-of-way); any event held on private property which would have a direct significant impact on traffic congestion, or traffic flow to and from the event over public streets or rights-of-way; or which would cause a Significant Impact on Public Property near the event; or which would require a Significant Impact on City Services, such as police, fire, or medical aid. Any event on private property which involves an open invitation to the public to attend or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a Significant Impact on Public Property or Significant Impact on City Services. Special Events include but are not limited to: fun runs/walks, athletic competitions, auctions, bike-a-thons, public fundraisers, parades, carnivals, festivals, shows or exhibitions, film/movie events, circuses, block parties and fairs.

- H. “Special Events Protected Under the First and/or Fourteenth Amendments” include any event involving political or religious activity intended primarily for the communication or expression of ideas.
- I. “Use” shall mean to construct, erect, or maintain in, on, over or under any street, right-of-way, park or other public place, any building, structure, sign, equipment or scaffolding, to deface any public right-of-way by painting, spraying or writing on the surface thereof, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public place within the City, including a use related to Special Events.

5.12.020 PERMIT REQUIRED

- A. A Special Event permit is required for any Special Event. A safety plan is required to be submitted with an application for a Special Event permit and the appropriate application fee set forth in the City’s fee schedule. Such Special Event permit and safety plan shall be in addition to any street or park use, or any other regular permits as may be required by ordinance.
- B. For Special Events Protected Under the First and/or Fourteenth Amendments, the Special Event permit application shall be processed reasonably promptly, without charging a fee, and without imposing conditions that impermissibly infringe upon constitutionally protected rights.
- C. Exemptions: A Special Event permit will not be required for the following:
 - 1. Special Events that occur exclusively on City property and are sponsored or conducted in full by the City of Edgewood.
 - 2. Funeral and wedding processions;
 - 3. Gatherings of 30 or fewer people in a City park, unless merchandise or services are offered for sale or trade;
 - 4. Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales;
 - 5. Garage sales and rummage sales;
 - 6. The exhibition of films or motion pictures; and
 - 7. Other similar events and activities which do not directly affect or use City services or public property.

- D. Any person desiring to sponsor a Special Event must apply for a Special Event permit by filing an application with the City at least thirty (30) days prior to the date on which the event is to occur, unless a shorter timeframe is permitted by this Chapter.
- E. Waiver of Application Deadline. Upon a showing of good cause or at the discretion of the City, the City shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other City services for the Special Event. Good cause can be demonstrated by the Applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and the event is a Special Event Protected Under the First and/or Fourteenth Amendments.
- F. Issuance of a Special Event permit under this chapter does not obligate or require the City to provide services, equipment, or personnel in support of a Special Event.

5.12.030 GROUNDS FOR DENIAL OF APPLICATION

- A. The City may deny an application for a Special Event permit if:
 - 1. The Applicant provides false or misleading information;
 - 2. The Applicant fails to complete the application or to supply other required information of documents or the Applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;
 - 3. The proposed Special Event would conflict with another proximate Special Event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property;
 - 4. The proposed Special Event would unreasonably disrupt the orderly or safe circulation of traffic and would present an unreasonable risk of injury or damage to the public; or
 - 5. There are not sufficient safety personnel or other necessary City staff to accommodate the Special Event.
- B. In the event either subsection (3) or (4) above applies, the City shall offer the applicant the opportunity to submit an alternative date, time, or place for the proposed Special Event before denying the application.

5.12.040 PERMIT CONDITIONS

- A. The City may condition the issuance of a Special Event permit by imposing reasonable requirements concerning the time, place, and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and

property, and the control of traffic. The City may apply the following conditions to all Special Event permits:

1. Alteration of the time, place, and manner of the Special Event proposed on the application;
 2. Conditions concerning the area of assembly and disbanding of an event occurring along a route; and/or
 3. Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the Special Event to only a portion of the street or right-of-way.
- B. Further, conditions that may be applied to all Special Events that are not Special Events Protected Under the First and/or Fourteenth Amendments include, but are not limited to:
1. Requirements for the use of traffic cones or barricades;
 2. Requirements for the provision of first aid and/or sanitary facilities;
 3. Requirements for use of event monitors and providing notice of permit conditions to event participants;
 4. Restrictions on the number and type of vehicles, animals, or structures at the event, and inspection and approval of floats, structures, and decorated vehicles for fire safety;
 5. Compliance with animal protection ordinances and laws;
 6. Requirements for use of garbage containers, cleanup, and restoration of City property;
 7. Restrictions on the use of amplified sound and compliance with noise ordinance, regulations, and laws;
 8. Notice to residents and/or businesses regarding any activity which would require a street closure;
 9. Restrictions on the sale and/or consumption of alcohol;
 10. Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability risk to the City;.
 11. Requirements regarding the use of City personnel and equipment;

12. Compliance with any other applicable federal, state, or local law or regulation; and/or
13. Payment of Special Event fees.
14. Provide evidence of liability insurance and additional insured endorsement naming the City as an additional insured.

5.12.050 APPEAL PROCEDURE

- A. The Applicant shall have the right to appeal the denial of a Special Event permit or a permit condition. The Applicant shall also have the right to appeal the amount of fees or clean-up deposits imposed, or a determination by the City that the submitted insurance does not comply with the requirements specified within this Chapter.
- B. A written Notice of Appeal shall be filed with the City Clerk within three (3) business days after receipt of a notice of denial or permit conditions from the City. The written Notice of Appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. It shall also be accompanied by the requisite appeal fee, as set by the City's fee schedule. The City Clerk shall forward the Notice of Appeal to the City Hearing Examiner, who shall hear the appeal on the record provided from the designated City official. The hearing shall be scheduled no later than thirty (30) days after receipt of a timely and proper Notice of Appeal.

5.12.060 SPECIAL EVENTS PROTECTED UNDER THE FIRST AND/OR FOURTEENTH AMENDMENTS

No fee, indemnification agreement, or insurance requirement shall be imposed when prohibited by the First and/or Fourteenth Amendment to the United States Constitution. Special Events for political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be Special Events Protected Under the First and/or Fourteenth Amendments. Nonexclusive factors that may be considered in evaluating whether or not an event is a Special Event Protected Under the First and/or Fourteenth Amendments: the nature of the event, the extent of commercial activity, such as the sales of food, goods, and services, product advertising or promotion, or other business participation in the event, the use or application of any funds raised, if part of any annual tradition or series, previous events in the sequence, and the public perception of the event.

5.12.070 INDEMNIFICATION AGREEMENT

Prior to the issuance of a permit for a Special Event that is not a Special Event Protected Under the First and/or Fourteenth Amendments, the Event Sponsor must agree to reimburse the City for any costs incurred by it in repairing damage to City property and indemnify, defend, and hold the City, its officers, employees, volunteers and agents harmless from all causes of action, claims, or liabilities occurring in connection with the permitted event, except those which occur

due to the City's sole negligence. Such indemnification agreement must be in a form acceptable to the City Attorney and the City's Risk Manager.

5.12.080 INSURANCE

Insurance with limits and scope of coverage as determined appropriate by the City's Risk Manager shall be required for all Special Events for which doing so is not prohibited by the First and/or Fourteenth Amendments. Written proof of such insurance shall be provided prior to permit issuance. The insurance policy shall be written on an occurrence basis, shall name the City as an additional insured using ISO form CG 20 26, or coverage at least as broad, shall be written for a period not less than twenty-four (24) hours prior to the event and extending for a period not less than twenty-four (24) hours following the completion of the event. The Applicant and/or Event Sponsor shall provide the City and all Additional Insureds for the Special Event with written notice of any policy cancellation within two business days of their receipt of such notice.

5.12.90 FEES FOR CITY SERVICES

- A. Upon approval of an application for a permit for a Special Event that is not a Special Event Protected Under the First and/or Fourteenth Amendments, the Risk Manager shall provide the Applicant with an estimated cost of providing City personnel and equipment for the Special Event. The Applicant/Event Sponsor shall prepay these estimated costs no later than ten (10) days prior to the Special Event. City services and equipment may include, but are not limited to: the use of police officers and public employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested, or required City services and the cost of operating the equipment to provide such services.
- B. If the actual cost for City services and equipment on the date (s) of the Special Event is less than the estimated cost, the City will refund the difference to the Applicant/Event Sponsor in a timely manner. If the actual cost for City services and equipment on the date(s) of the Special Event is greater than the estimated cost, the Applicant/Event Sponsor will be billed for the difference.

5.12.100 CLEANUP DEPOSITS

- A. The Applicant/Event Sponsor of a Special Event that not a Special Event Protected Under the First and/or Fourteenth Amendments, involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations, or any other event likely to create a substantial need for cleanup, shall be required to provide a cleanup deposit prior to the issuance of a Special Event permit.

- B. The cleanup deposit will be returned after the Special Event if the area used for the permitted Special Event has been cleaned and restored to the same condition as existed prior to the Special Event.
- C. If the property used for the Special Event has not been properly cleaned or restored, the Applicant/Event Sponsor shall be billed for the actual cost by the City for cleanup and restoration. The cleanup deposit shall be applied toward the payment of the bill.

5.12.110 REVOCATION OF PERMITS

Any permit issued under this chapter may be summarily revoked by the City at any time when, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the City determines the safety of the public or property requires such immediate revocation. The City may also summarily revoke any permit issued pursuant to this ordinance if the City finds that the permit has been issued based upon false information, when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit, or when the Special Event is being conducted in violation of any law. Notice of such action revoking a permit shall be delivered in writing to the permittee via personal service, electronic mail, or hard copy mail to the address provided in the permit application.

5.12.120 VIOLATION – PENALTY

- A. It shall be unlawful for any person to sponsor or conduct a Special Event in violation of this Chapter or the terms and conditions of any permit.
- B. Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty of a fine of not more than five hundred dollars or by imprisonment of not more than ninety days, or both such fine and imprisonment. In addition, each and every day during any portion of which any violation of any provision of this chapter is committed, continued or permitted by any person constitutes a separate offense.

5.12.130 RULES AND REGULATIONS.

The Mayor, or designee, is authorized to promulgate additional rules and regulations that are consistent with and that further the terms and requirements set forth within this chapter and the provisions of law that pertain to the conduct and operation of a Special Event.

Chapter 12.15

SPECIAL EVENTS

Sections:

- 12.15.010 Purpose and intent.
- 12.15.020 Definitions.
- 12.15.030 Permit – Required.
- 12.15.040 Permit – Application – Fee.
- 12.15.050 Permit – Application – Contents.
- 12.15.060 Permit – Application – Filing period.
- 12.15.070 Notification.
- 12.15.080 Bond required.
- 12.15.090 Insurance required.
- 12.15.100 Hold harmless – Limitation of liability.
- 12.15.110 Permit – Issuance standards.
- 12.15.120 Appeal procedure.
- 12.15.130 Permit – Revocation.
- 12.15.140 Traffic control.
- 12.15.150 Sanitation.
- 12.15.160 Exemptions.
- 12.15.170 Violation – Penalty.

12.15.010 Purpose and intent.

A. The purpose of this chapter is to provide reasonable supervision of any movement of persons or vehicles within the limits of the city by way of runs, parades, street dances, and special events, for the protection of persons and property.

B. The intent of this chapter is to allow community-based organizations to sponsor special events on public thoroughfares, and in parks, and to provide guidelines that protect the public's health, safety and welfare. (Ord. 1621 § 1, 2004).

12.15.020 Definitions.

“Car show” means any organized function of 10 or more vehicles held on a public street, sidewalk, publicly owned parking lot, or city park.

“Parade” means any march or procession consisting of people, animals, bicycles, vehicles, or a combination thereof, except wedding processions and funeral processions, upon any public street or sidewalk which does not comply with normal and usual traffic regulations or controls.

“Run” means an organized procession consisting of people, bicycles, or other vehicular devices or combination thereof containing 10 or more persons upon a public street or sidewalk.

“Special event” means any parade, run, street dance, or a public gathering of 100 people or more.

“Street” or “streets” means any public roadway, sidewalk, or portions thereof in the city of Milton dedicated to public use.

“Street dance” means any organized dance of three or more couples on any public street, public sidewalk, publicly owned parking lot, or city park. (Ord. 1621 § 1, 2004).

12.15.030 Permit – Required.

No person shall engage in, participate in, aid, form or start any special event unless a permit has been obtained from the city clerk. (Ord. 1621 § 1, 2004).

12.15.040 Permit – Application – Fee.

There shall be paid by the sponsor(s) at the time of application a nonrefundable fee of \$25.00 for each special event. Additional fees may apply. Reference the administrative fee schedule. (Ord. 1621 § 1, 2004).

12.15.050 Permit – Application – Contents.

Applications for a special events permit shall state:

- A. Name and address of applicant;
- B. Date and time of event;
- C. Name of sponsoring organization;
- D. Probable number of participants;
- E. Route(s), to include starting point and termination, if applicable to the event;
- F. Required access to public rights-of-way;
- G. Location of assembly areas;
- H. Copy of liability insurance coverage;
- I. Security and traffic control provisions, if applicable;
- J. Emergency medical provisions; and
- K. Clean-up and waste removal plan. (Ord. 1621 § 1, 2004).

12.15.060 Permit – Application – Filing period.

An application for a special events permit shall be filed with the city clerk not less than 30 days nor more than 365 days before the date on which the event will occur; provided, however, that nothing herein shall be construed to restrict constitutionally protected speech. The clerk shall notify the applicant of approval or disapproval no later than 10 days following the date of the application. (Ord. 1621 § 1, 2004).

12.15.070 Notification.

The applicant is required to notify the property owners and/or businesses located in the vicinity of the event, verbally or in writing, and no less than 10 days from the date of the event, the date, time and general purpose of said event. The city clerk shall have the authority to determine the parameters and extent of the notification. (Ord. 1621 § 1, 2004).

12.15.080 Bond required.

The city clerk shall set an amount for a cash deposit or surety bond as a guarantee that the expenses of cleaning up, traffic control and/or temporary electrical services, if necessary, will be paid by the sponsoring organization. The amount shall not be less than \$25.00 nor more than \$500.00. The clerk shall determine the bond amount by such factors as type of event, projected number of participants and spectators, and the sponsor's experience. (Ord. 1621 § 1, 2004).

12.15.090 Insurance required.

The applicant shall show proof of liability insurance with a combined single limit of \$500,000 for each incident. The city's risk manager may require the permittee to obtain additional insurance coverage. The city shall not be deemed to have assessed the risks that may be applicable to the event. Permittee shall be responsible for assessing the risks of the event and obtaining additional insurance coverage if appropriate and prudent. A specimen copy shall be filed with the application and shall name the city of Milton as an additional named insured. (Ord. 1621 § 1, 2004).

12.15.100 Hold harmless – Limitation of liability.

A. Upon application for a special commercial event permit, the permit applicant and authorized officer of the sponsoring organization must agree to reimburse the city for any costs incurred by it in repairing damage to city

property and indemnify, defend, and hold harmless the city, its officers, employees, and agents from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the city's sole negligence.

B. This chapter shall not be construed as imposing upon the city or its officials or employees any liability or responsibility for any injury or damage to any person in any way connected to the use for which permit has been issued. The city and its officials and employees shall not be deemed to have assumed any liability or responsibility by reasons of inspections performed, the issuance of any permit, or the approval of any use of the right-of-way. This chapter shall not create any duty owed by the city as to any specific person, party or class. Any duty nevertheless deemed to exist or arise in connection with the city's permitting function shall be deemed exclusively a duty to the general public as a whole and not to any specific person, party or class. (Ord. 1621 § 1, 2004).

12.15.110 Permit – Issuance standards.

The city clerk shall issue a special events permit unless she/he finds one or more of the following:

- A. The time, route, and size will unreasonably disrupt the movement of other traffic contiguous to the route;
- B. The event will interfere with access to fire stations and fire hydrants;
- C. The location of the event will cause undue hardship to adjacent businesses or residents;
- D. The event will require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the city;
- E. The applicant failed to remit all customary and reasonable fees, insurance documents, or bonds, or the application contains incomplete or false information; or
- F. The event exceeds three consecutive days of occurrence. (Ord. 1621 § 1, 2004).

12.15.120 Appeal procedure.

Upon denial of a permit by the city clerk, an applicant may appeal to the city council by filing a written notice of appeal for a hearing by the city council at its next regularly scheduled meeting. Upon such appeal, the city council may reverse, affirm, or modify the city clerk's determination. (Ord. 1621 § 1, 2004).

12.15.130 Permit – Revocation.

In addition to the reasons specified elsewhere in this chapter, any permit issued under this chapter may be revoked by the city clerk at any time for reasons of disaster, public calamity, riot or other emergency or exigent circumstances, or when the city clerk determines that the safety of the public or property requires such immediate revocation. The city clerk may also revoke any permit issued pursuant to this chapter if the permit has been issued based upon false information or when the permit holder exceeds the scope of the permit or fails to comply with any condition of the permit. The clerk shall notify the permittee of the revocation, in writing, no later than 15 days prior to the event, or as soon as possible. (Ord. 1621 § 1, 2004).

12.15.140 Traffic control.

The Milton police department may require any reasonable and necessary traffic control. If such traffic control cannot be handled by the sponsor and shall require the deployment of additional police personnel, the permittee shall be responsible for the expense. The city clerk will notify the applicant(s) of the projected expense and collect this amount before a permit is issued. (Ord. 1621 § 1, 2004).

12.15.150 Sanitation.

A special event permit may be issued only after adequate waste disposal facilities have been identified and obtained by permittee as agreed to by the public works director. Within 24 hours of the conclusion of the event, permittee will clean the event site and the right-of-way of rubbish and debris, returning it to its pre-event condition. If the permittee fails to clean up such refuse, such clean-up shall be arranged by the city and the costs charged to the permittee. (Ord. 1621 § 1, 2004).

12.15.160 Exemptions.

The city of Milton, and any such authorized sponsors working in conjunction with the city of Milton to sponsor a special event, are specifically exempt from the provisions and permit requirements herein and as specifically set forth:

A. Noise. Amplified and unamplified sounds originating from officially sanctioned parades, picnics, car shows, dances, concerts, and other city-sponsored or city-approved public events are exempt from the prohibitions of Chapter 9.37 MMC.

B. Animals. Officially sanctioned parades, picnics, car shows, dances, concerts and other city-sponsored or city-approved public events are exempt from the prohibitions of MMC 12.16.130, Riding horses prohibited.

C. Motorized Vehicles. Officially sanctioned car shows or other city-sponsored or city-approved public events are exempt from the prohibitions of MMC 12.16.120, Motor vehicle speed limit – Standing and parking prohibited. (Ord. 1621 § 1, 2004).

12.15.170 Violation – Penalty.

Violations of any portion of this chapter is considered an infraction and subject to a penalty of \$500.00. (Ord. 1621 § 1, 2004).

Chapter 5.34

SPECIAL EVENTS

Sections:

- 5.34.010 Purpose.
- 5.34.020 Definitions.
- 5.34.030 Permit required.
- 5.34.040 Permit exemptions.
- 5.34.050 Permit application and review.
- 5.34.060 Application approval, denial and permit issuance.
- 5.34.070 Conditions.
- 5.34.080 Compensation or reimbursement for costs.
- 5.34.090 Refundable deposit.
- 5.34.100 Special event concessions.
- 5.34.110 Permit modification or revocation.
- 5.34.120 Indemnification.
- 5.34.130 Insurance.
- 5.34.140 Appeal.
- 5.34.150 Violation.

5.34.010 Purpose.

This chapter governs events that make special use of city property, significantly impact the health, safety or welfare of the public, cause other significant impacts, or make use of city services or resources. (Ord. 3035 § 1, 2013).

5.34.020 Definitions.

As used in this chapter:

- (1) “Applicant” means a person or entity that applies for a special events permit.
- (2) “Special event” means a parade, march, fun run, foot or bicycle race, fundraising walk, bike-a-thon, car show, carnival, show, exhibition, protest, demonstration, rally, sporting event, stunt, block party, fair, auction, circus, or similar event, activity, function or occurrence that:
 - (a) Makes special use of city streets, alleys, sidewalks, parks, parking lots, grounds, facilities or other city property;
 - (b) Significantly impacts the health, safety or welfare of the public;
 - (c) Obstructs vehicular or pedestrian traffic or has significant noise or visual impacts;
 - (d) Significantly impacts the quiet use and enjoyment of real property; or
 - (e) Makes use of city services or resources.
- (3) “Significant impact,” or variations thereof, means an effect or consequence that is more intense than, or exceeds, that which is normal, typical or customary in a particular context. The context may vary with the physical setting. Intensity depends on the magnitude and duration of an impact. See WAC 197-11-794.
- (4) “Sponsor” means a person or entity that is ultimately responsible for a special event, and may serve to carry out or execute the special event. (Ord. 3035 § 1, 2013).

5.34.030 Permit required.

Except as provided in this chapter, a city of Puyallup special events permit shall be required for a special event that takes place, in whole or in part, in the city of Puyallup. (Ord. 3035 § 1, 2013).

5.34.040 Permit exemptions.

A special events permit is not required for the following:

- (1) The portion of a special event that is conducted by the city.
- (2) A special event that is subject to a rental, license, use or similar agreement, and the agreement addresses, to the satisfaction of the city, impacts and uses of city services or resources.
- (3) An event that occurs on the real property of the Western Washington Fair Association, when the Fair Association provides advance notice of, and information about, the event to the city, and the city determines that the event will not significantly impact the health, safety or welfare of the public; obstruct vehicular or pedestrian traffic or have significant noise or visual impacts; or make use of city services or resources.
- (4) A special event, the purpose of which is to exercise First Amendment rights on sidewalks, unless the event will obstruct vehicular or pedestrian traffic, or will impact the health, safety or welfare of the public.
- (5) A special event, the purpose of which is to exercise First Amendment rights in parks or the areas of city property that are open to the public, unless the event will unduly monopolize or damage the park or property, or the event will have an extremely lengthy duration, or the event will impact the health, safety or welfare of the public. (Ord. 3035 § 1, 2013).

5.34.050 Permit application and review.

(1) An applicant for a special events permit shall complete and submit to the city an application on a form provided by the city, and therein or therewith provide all information required by the city, including, but not necessarily limited to, the following:

(a) The name and contact information of the applicant. If the applicant is not the sponsor of the special event, the applicant shall provide a written grant of authority from the sponsor to the applicant to act as the agent of the sponsor, such as a power of attorney, which identifies the agent, describes the scope of authority of the agent, and contains consent of the sponsor to be bound by the agent's actions;

(b) The name and contact information of the special event sponsor, if different from the applicant;

(c) The name and contact information of the owner of property at which the special event will occur, if the applicant or sponsor is not the property owner. If the applicant or sponsor is not the property owner, the applicant shall provide written authorization from the owner that allows the applicant and sponsor to use the owner's property for the special event;

(d) The address of the property at which the proposed special event will occur;

(e) A full and complete description of the proposed special event, which should include information concerning:

(i) The proposed dates and times;

(ii) The expected number of participants;

(iii) The proposed location, site, area, route or other venue of the special event;

(iv) Any proposed ingress and egress by transport or haul vehicles;

(v) Known and likely transportation and parking impacts;

(vi) Any proposed temporary structures, including, for example, tables, seating, tents, booths, equipment or accoutrements;

(vii) Any proposed public address equipment;

- (viii) Utility needs, including power and water;
- (ix) Security;
- (x) Proposed food or drink service, including alcohol;
- (xi) Expected sanitation needs;
- (xii) Signage;
- (xiii) An emergency plan;
- (xiv) Access to medical professionals;
- (xv) Cleanup; and
- (xvi) Any other relevant information or documentation;

(f) A site plan of the proposed location, site, area or route of the special event.

(2) Upon request of the city, the applicant shall submit supplemental information or documentation to the city.

(3) A completed application shall be submitted to the city well in advance of the proposed special event with sufficient time for the city to review and respond, and, if approved, plan for and provide city services or resources associated with the special event. Unless otherwise authorized by the city for good cause, completed applications shall be submitted to the city at least 90 days before the proposed special event. The 90-day submittal requirement shall not be applicable to applications for special events, the purpose of which is to exercise First Amendment rights.

(4) An applicant shall pay an application fee to the city at the time that the applicant submits an application for a special events permit to the city. The fee shall be established, and may be changed, pursuant to Chapter 1.13 PMC. An application fee shall not be required for special events, the purpose of which is to exercise First Amendment rights. The city may refund an application fee when the city determines that an event is not subject to the permitting requirements of this chapter. (Ord. 3065 § 1, 2014; Ord. 3035 § 1, 2013).

5.34.060 Application approval, denial and permit issuance.

(1) The city may approve, approve with conditions, or deny an application for a special events permit. The city's reasons for approval or denial shall be content neutral. If the city approves an application with conditions, the city shall set forth the conditions in the special events permit. If the city denies an application, the city shall provide the reasons for denial. The city may deny an application for good cause.

(2) If the city approves or approves with conditions an application for a special events permit, the applicant and sponsor shall, when required by the city, pay fees, costs and expenses, or deposits and satisfy pre-conditions before special events permit issuance.

(3) Application approval or issuance of a special events permit shall not obligate the city to provide city services or resources, or preclude the city from withdrawing city services or resources, even if city services or resources are contemplated during the application process or identified in the special events permit. Absent express authorization of the city, a recipient of a special events permit shall not be entitled to control city services or resources. (Ord. 3035 § 1, 2013).

5.34.070 Conditions.

(1) The city may impose reasonable conditions to address impacts or issues that arise from, or are associated with, a special event, including, but not limited to:

- (a) Restrictions on the number of participants;
- (b) Location, site, area or route constraints;

- (c) Transportation, parking and sign controls;
- (d) Noise and public address limitations;
- (e) Requirements for power, water, sanitation and cleanup;
- (f) Provisions for security, emergencies and access to medical care;
- (g) Time or manner restrictions;
- (h) Requirements for an approved traffic control plan, which can necessitate, for example, the use of traffic cones, barricades, flaggers and so forth;
- (i) Limitations on the number and type of animals;
- (j) Requirements for fire and safety inspections; and
- (k) Public notice provisions.

(2) If the city imposes conditions with respect to a special event, the purpose of which is to exercise First Amendment rights, the conditions may only address the time, manner and place of the event, and thus, must be content neutral, narrowly tailored, serve a significant governmental interest, and leave open ample alternatives for First Amendment communication. (Ord. 3035 § 1, 2013).

5.34.080 Compensation or reimbursement for costs.

(1) The city may require an applicant or sponsor to compensate the city for the cost of providing services or resources for the special event. The city may also require an applicant or sponsor to reimburse the city for other costs and expenses incurred by the city when the costs and expenses are related to a special event or its associated application and review process. A requirement to provide compensation or reimbursement shall not exceed the actual amount of the costs or expenses incurred by the city.

(2) The city shall not require an applicant or sponsor of a special event, the purpose of which is to exercise First Amendment rights, to compensate the city for the cost of providing services or resources for the special event, or to reimburse the city for other costs and expenses incurred by the city. (Ord. 3035 § 1, 2013).

5.34.090 Refundable deposit.

(1) The city may require an applicant or sponsor to post a refundable deposit with the city. If the applicant or sponsor fails to compensate or reimburse the city for costs and expenses, or otherwise fails to meet its financial obligations that arise from the special event, the city may use the deposit for cost and expense compensation or reimbursement, or to pay financial obligations that arise from the special event. If the deposit is used in whole or in part, the city shall provide an accounting to the depositor. The city shall refund the unused portion of the deposit to the depositor within a reasonable time after cessation of the special event.

(2) The city shall not require an applicant or sponsor of a special event, the purpose of which is to exercise First Amendment rights, to post a deposit. (Ord. 3035 § 1, 2013).

5.34.100 Special event concessions.

(1) The city may grant a concession license to the sponsor of a special event, or other person or entity, that entitles the concessionaire, and sub-licensees of the concessionaire, to be the exclusive or semi-exclusive vendor(s) of goods or services within the special event venue, to the extent that the special event venue takes place on or in city streets, alleys, sidewalks, parks, parking lots, grounds, facilities or other city property.

(2) If the city grants a concession license for a special event venue, it shall be unlawful for a person to sell goods or services within the concession area without a concession license from the city or sub-license from the concessionaire. (Ord. 3035 § 1, 2013).

5.34.110 Permit modification or revocation.

The city may modify or revoke a special events permit at any time for good cause, which can include, but is not limited to, jeopardy to the health, safety or welfare of the public, unanticipated or insufficiently addressed impacts, criminal acts of the sponsor or special event participants, force majeure events or circumstances, event activity that exceeds permit parameters, false or misleading information provided by the applicant or sponsor, or failure to comply with permit conditions or applicable laws, regulations or rules. (Ord. 3035 § 1, 2013).

5.34.120 Indemnification.

(1) The sponsor of a special event shall agree to and shall defend, indemnify and hold the city harmless from and against claims for injuries to or death of persons or damage to property that arise out of, or are related to, the special event. The substance and form of the indemnification agreement shall be satisfactory to the city.

(2) The city shall not require a sponsor of a special event, the purpose of which is to exercise First Amendment rights, to defend, indemnify and hold the city harmless from and against claims for injuries to or death of persons or damage to property that arise out of, or are related to, the special event. (Ord. 3035 § 1, 2013).

5.34.130 Insurance.

(1) Unless otherwise authorized by the city, the sponsor of a special event shall procure and maintain, until all matters associated with the special event are resolved to the satisfaction of the city, insurance against claims for injuries to, or death of, persons or damage to property that arise out of, or are related to, the special event. The obligation to procure and maintain insurance shall include general liability insurance, and, when required by the city, other types of insurance. The insurance policies shall have limits as required by the city. The substantive provisions and form of the insurance policies shall be satisfactory to the city.

(2) The city shall not require a sponsor of a special event, the purpose of which is to exercise First Amendment rights, to procure or maintain insurance. (Ord. 3035 § 1, 2013).

5.34.140 Appeal.

(1) An applicant or sponsor may appeal the denial of a special events permit application, or conditions imposed in a special events permit, or modifications to a special events permit, or a revocation of a special events permit to the city of Puyallup hearing examiner.

(2) In order to commence an appeal, an applicant or sponsor shall file a written notice of appeal with the city clerk and pay a filing fee of \$250.00. The written notice shall designate the decision or part of decision that is being appealed. The appeal shall be commenced within 14 days of the decision. (Ord. 3035 § 1, 2013).

5.34.150 Violation.

A violation of the provisions of this chapter shall be a Class 1 civil infraction pursuant to Chapter 1.02 PMC. (Ord. 3035 § 1, 2013).

Chapter 12.52

SPECIAL EVENTS

Sections:

- 12.52.010 Definitions.
- 12.52.015 Policy.
- 12.52.020 Permit – Required.
- 12.52.030 Fees.
- 12.52.035 Review process.
- 12.52.040 Application – Contents.
- 12.52.045 Air supported amusement structure special permit application content.
- 12.52.050 Issuance of a special event permit does not obligate city services.
- 12.52.060 Permit – Conditions.
- 12.52.070 Bond requirements.
- 12.52.080 Insurance requirements.
- 12.52.090 Hold harmless requirements.
- 12.52.100 Permit – Time limits.
- 12.52.110 Reasons for denial of a special event permit.
- 12.52.120 Appeals.
- 12.52.130 Permit – Revocation.
- 12.52.140 Enforcement.
- 12.52.150 Penalty.

12.52.010 Definitions.

For the purposes of this chapter, certain words and terms used in this chapter are defined as follows:

“Air supported amusement structure” means any device that incorporates a structural and mechanical system and employs a high-strength fabric or film that achieves its strength, shape and stability by pre-tensioning with internal air pressure (inflation). It carries or conveys or permits persons to walk, run or jump along, around or over a fixed or restricted route or course or within a defined area including the entrances and exits thereto, for the purpose of giving such persons enjoyment of self.

“Certificate of inspection” means a document given under oath or affirmation from an insurer or a person with whom the insurer has contracted to make a safety inspection of the amusement ride or structure. The certificate must contain: the name, address and signature of the inspector, the complete description of the structure and the name and address of the owner or operator. The amusement ride inspector or insurer per RCW 67.42.020(2) must certify that the amusement ride or structure has been inspected for safety and meets the standards for compliance with all applicable requirements of the National Electrical Code and this chapter, manufacturer’s specifications, American Society of Testing and Materials (ASTM) Standards on Amusement Rides and Devices, and insurance company inspection requirements. Amusement rides or structures that undergo major modification must be recertified by an amusement ride inspector or insurer per RCW 67.42.020(2) before being placed into operation.

“Civic event” means any city-hosted event or annual community event. Civic events do not include events with retail as the primary purpose.

“Director” means a department director as designated by the city administrator unless otherwise noted in this chapter.

“Parade” means any march or procession consisting of people, animals, bicycles, vehicles or a combination thereof, except funeral processions, upon any public or private street, roadway or sidewalk which does not comply with normal and usual traffic regulations or controls, as determined by the Sumner police department.

“Risk manager” means the city administrator or his designee unless otherwise noted in this chapter.

“Safety inspection” means a procedure to be conducted by a safety inspector to determine whether a device is assembled, maintained, tested, operated, and inspected in accordance with the current ASTM standards and the manufacturer’s or insurer’s standards, whichever is the most stringent, and that determines the current operational safety of the device.

“Safety inspector” means a third-party inspector authorized by the Washington State Department of Labor and Industries to conduct safety inspections of amusement rides or devices in compliance with their regulations.

“Special event” means an event or happening organized by any person, firm, organization or corporation which will generate or invite considerable public or private participation and/or spectators, and may create traffic and congestion interfering with normal street operations for a particular and limited purpose and time, including, but not limited to, fun runs, foot races, fund-raising walks, bike-athons, weddings, reunions, concerts, parties, parades, carnivals, food fairs, shows, vehicle drive-in/drive-through events, exhibitions, circuses, farmers markets, flower stands, street dances, flea markets, auctions and fairs. Special events pursuant to this chapter apply to those activities conducted partially or entirely on public property or require public resources.

“Special event permit” means any permit, including permits for air supported amusement structures, issued pursuant to this chapter. (Ord. 2805 § 1, 2022; Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 1591 § 1, 1993)

12.52.015 Policy.

It is the policy of the city, as implemented through this code and any procedures adopted hereunder, to recognize the substantial community benefits that result from special events. These events provide cultural enrichment and inclusivity, promote economic vitality and equity, and enhance community diversity, identity and pride. They also may provide opportunities for family activities and funding for our community’s nonprofit agencies.

Partnerships between the city, event sponsors and the community are valuable in ensuring successful events. Therefore, the city will strive to accommodate special events. The city recognizes that events can be difficult to implement successfully and that the city requirements may represent a significant portion of an event’s costs. When setting fees and conditions for events, the city will be sensitive to their impacts on the event’s costs while balancing the city’s obligation to protect public health, safety and impacts to the community such as noise and traffic congestion. It is the city’s goal to have successful special events that enrich and enliven the community.

It is the policy of the city that events be staged in various areas in Sumner when feasible, thus encouraging the participation by a greater number of Sumner citizens. The city also recognizes that certain events are site-specific; therefore flexibility is important when determining event locations. (Ord. 2805 § 2, 2022; Ord. 2564 § 1 (part), 2016)

12.52.020 Permit – Required.

A. No person shall engage in, participate in, aid, form or start any special event, unless a permit has been obtained from the director.

B. The following activities are exempt from the permit requirements:

1. Funeral processions provided they are conducted in conformance with the requirements of the Sumner police department;
2. Parades of the Armed Forces of the United States or the military forces of this state;
3. Events occurring entirely on private property and not requiring public resources;
4. Street closures related to street, utility or other construction authorized by the public works department; and
5. Use of city parks not requiring installation of risers, equipment, furniture, air supported amusement structures, other structures or sound amplification equipment not regularly a part of the park.

C. The director may waive the requirements for a special events permit for events and activities which rent or use facilities pursuant to chapter 12.60 SMC, City Parks and Facilities.

D. A special events permit is necessary to authorize variances from the provisions of chapter 12.60 SMC, City Parks and Facilities. (Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 1812 § 20, 1997; Ord. 1591 § 2, 1993)

12.52.030 Fees.

Applicants for special event permits involving city services shall pay 100 percent of any facility rentals (e.g., streets or parks), banner hanging fees, rental fees (e.g., extra barricades), equipment costs, and connections or services (if applicable). Such fees will be adopted annually by the mayor and city administrator.

Applicants for a special event that requires staff at the event (e.g., police officers for crowd/traffic control, public works employees to close down a road) shall pay 50 percent of all labor costs (if applicable). Such fees will be adjusted annually based on billable labor rates approved by the chief financial officer.

The city may budget funds to sponsor a portion or all of the costs associated with certain civic-related events as determined by the city.

The applicant for a special events permit shall post the fee with the city prior to the issuance of the permit. Any additional fees incurred shall be paid within 30 days of the end of the event. (Ord. 2805 § 3, 2022; Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 2231 § 2, 2007; Ord. 1591 § 3, 1993)

12.52.035 Review process.

The director has the authority to develop a review process, as approved by the city administrator, to determine what events qualify for city sponsorship. (Ord. 2564 § 1 (part), 2016)

12.52.040 Application – Contents.

The application for a special events permit shall be made to the director and shall include the following information:

- A. The proposed location of the special event venue, which may be identified by a map attached to the special event permit;
- B. The date, assembly area, time for assembly, and starting time of the special event;
- C. The specific route plan proposed for the special event;
- D. The proposed minimum and maximum speeds of the vehicles or other conveyances used in the special event;
- E. The proposed number and types of persons, animals, and vehicles; the number of bands, other musical units, and equipment capable of producing sound, if any; and limitations thereon pertaining to noise abatement;
- F. The proposed maximum interval of space to be maintained between booths or other structures to be used for the special event;
- G. The proposed portion of the street and sidewalk that is to be occupied by the special event;
- H. The proposed location of reviewing or audience stands, if any;
- I. The proposed number and location of traffic controllers, monitors, other support personnel and equipment, and barricades to be furnished by the special event organizer;
- J. The proposed area and time for disbanding;
- K. The proposed plan for garbage collection and disposal;
- L. The proposed conditions or restrictions on the use of alcoholic beverages and authorization for and conditions of the exclusive control or regulation of vendors and related sales activity by the event organizer during the special event;
- M. The proposed provisions for any required emergency medical services; and

N. Such other information and conditions as are reasonably necessary for the conduct of the special event and the enforcement of this chapter, including the requirement for the on-site presence of the event organizer or its designated representative for all special event coordination and management purposes. (Ord. 2805 § 4, 2022; Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 1591 § 4, 1993)

12.52.045 Air supported amusement structure special permit application content.

In addition to the applicable application information listed in SMC 12.52.040, applicants wishing to use an air supported amusement structure must provide the following:

A. The name, address, and telephone number of the owner or operator of the air supported amusement structure together with the name of the applicant;

B. Description of the air supported amusement structure and if more than one each needs to be individually identified as follows:

1. By a trade name or title and a narrative description from which the air supported amusement structure can be identified; and
2. A serial number which is welded onto the frame or otherwise permanently affixed to the air supported amusement structure or ride;

C. Certificate of inspection demonstrating the completion of a safety inspection completed by a certified safety inspector as defined in SMC 12.52.010;

D. Hold harmless indemnification agreement as set forth in SMC 12.52.090; and

E. Each owner/operator of amusement rides and inflatable devices must have and keep in effect an insurance policy in the amounts and types as set forth in SMC 12.52.080 insuring:

1. The owner or operator; and
2. The city against liability for injury to persons arising out of the use of the amusement ride or structure naming the city as an additional insured. (Ord. 2564 § 1 (part), 2016)

12.52.050 Issuance of a special event permit does not obligate city services.

Issuance of a special event permit to this chapter does not obligate or require the city of Sumner to provide city services, equipment, or personnel in support of a special event. Any such support shall be clearly defined during the review process identified in SMC 12.52.035. (Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010)

12.52.060 Permit – Conditions.

The director may attach conditions to the permit issuance in order to ensure compliance with this chapter and/or other applicable law and regulations.

A. The time, hours, location and size of the special event will comply with city code requirements, will not unnecessarily impact the city and/or disrupt movement of traffic within the city;

B. The special event will not endanger the participants, spectators or the noninvolved public;

C. Adequate plans for parking exist to meet the needs generated by the proposed event;

D. The proposed event or use of the street will not intrude onto or over any portion of a public or private right-of-way open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering vehicles or pedestrians. In addition, in the event the requested permit involved encroachment or partial obstruction of a sidewalk or other walkway open to the public, a minimum of three feet of unobstructed sidewalk or other walkway shall be maintained at all times; and

E. The location of the special event will not cause undue hardship for adjacent business or residents.

F. As a condition of the issuance of a special event permit, the applicant shall be required to make adequate provisions for cleaning the area or route of the special event both during and upon completion of the special event and to return the area or route to the same condition of material preservation and cleanliness as existed prior to the special event.

G. The director may also condition the special event with any other condition necessary to protect the health and safety of the public.

H. When an event is located more than 500 feet from any restroom maintained by the city or when the event exceeds 500 people, additional ADA compliant portable toilets shall be provided at the expense of the applicant. (Ord. 2805 § 5, 2022; Ord. 2605 § 1 (part), 2017; Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 1591 § 6, 1993)

12.52.070 Bond requirements.

If the permit fee cannot reasonably be calculated the city may require the applicant to submit a performance bond or other satisfactory financial guarantee for payment to the city of any costs reasonably anticipated by the city and any costs reasonably anticipated to be incurred in removing debris, litter or papers from the streets or other material deposited thereon as a result of said special event. The director shall calculate the amount of the bond. This bond shall not be released until all financial obligations to the city are paid by the permittee. (Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 1591 § 7, 1993)

12.52.080 Insurance requirements.

The applicant shall secure and maintain in full force and effect throughout the duration of the permit, commercial general liability insurance written on an occurrence basis with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate to include bodily injury and property damage covering potential liability arising from the event. A certificate of insurance or similar proof of coverage shall be submitted prior to the event and shall name the city of Sumner as an additional insured. The director, with the approval of the city attorney and city risk manager, in appropriate cases, may require additional coverage, higher limits, reduce or waive the required insurance limits depending on the level of the reasonable anticipated risk. (Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 1591 § 8, 1993)

12.52.090 Hold harmless requirements.

At least two weeks prior to the issuance of the permit, the applicant shall submit an agreement to defend, protect and save harmless the city of Sumner, its elected and appointed officials and its employees and agents from any and all claims, demands and causes of action of any kind or character, including claims for attorney's fees and the cost of the defense thereof which may be filed against the city, its elected and appointed officials and its employees and agents, where such claim arises in whole or in part out of the activities for which such permit is issued; excepting therefrom any claim arising solely out of the negligent acts or omissions of the city, its elected and appointed officials and its employees and agents. (Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 1591 § 9, 1993)

12.52.100 Permit – Time limits.

Applications for special event permits shall be submitted at least 60 days but no more than 365 days prior to the event. The decision to approve or deny the permit shall occur no less than 30 days prior to the scheduled event. At the time of issuance, the special events permit shall stipulate a time limit for the event and all associated clean-up to be completed. (Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 1591 § 10, 1993)

12.52.110 Reasons for denial of a special event permit.

A. In reviewing whether to grant a requested special event permit, the director, or the city administrator on appeal, may deny a special event permit to an applicant who has not:

1. Provided for the services of a sufficient number of trained and certified traffic controllers; or
2. Provided sufficient monitors for crowd control and safety; or
3. Provided sufficient safety, health, or sanitation equipment services, or facilities that are reasonably necessary to ensure that the special event will be conducted with due regard for safety; or

4. Provided sufficient off-site parking or shuttle service, or both, when required, to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the special event; or
5. Met all of the requirements for submitting an application for a special event permit.

B. A special event permit may be denied if in the director's opinion:

1. The special event will create the imminent possibility of violent disorderly conduct likely to endanger public safety or to result in significant property damage; or
2. The special event will violate public health or safety laws; or
3. The location of the special event will cause undue hardship for adjacent business or residents; or
4. The special event fails to conform to the requirements of law or duly established city policy; or
5. The applicant demonstrates an inability or unwillingness to conduct a special event pursuant to the terms and conditions of this chapter; or
6. The applicant has failed to conduct a previously authorized or exempted special event in accordance with law or the terms of a permit, or both; or
7. The applicant has not obtained the approval of any other public agency within whose jurisdiction the special event or portion thereof will occur; or
8. The applicant has failed to provide an adequate first aid or emergency medical services plan based on special event risk factors.

C. The director may deny a special event permit to an applicant who has failed to comply with any term of this chapter or with any condition of a special event permit previously issued to the applicant. (Ord. 2605 § 1 (part), 2017; Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010)

12.52.120 Appeals.

A decision denying a permit or the conditions applied to a special events permit shall be final unless appealed by the applicant to the city administrator. A letter requesting appeal of the director's decision, which sets forth the grounds for appeal, shall be filed with the city clerk within five calendar days of the date of the written denial. The city administrator shall hear the appeal as soon as is reasonably practicable. (Ord. 2564 § 1 (part), 2016; Ord. 2335 § 1 (part), 2010; Ord. 1591 § 11, 1993. Formerly 12.52.110)

12.52.130 Permit – Revocation.

A. Any special event permit issued pursuant to this chapter is subject to revocation.

B. A special event permit may be revoked if the community development director determines:

1. That the special event cannot be conducted without violating the standards or conditions for special event permit issuance; or
2. The special event is being conducted in violation of any condition of the special event permit; or
3. The special event poses a threat to health or safety; or
4. The event organizer or any person associated with the special event has failed to obtain any other permit required pursuant to the provisions of this chapter; or
5. The special event permit was issued in error or contrary to law.

C. Except as provided in subsection (D) of this section, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.

D. If there is an emergency requiring immediate revocation of a special event permit, the city clerk may notify the permit holder verbally of the revocation.

E. An appeal from a revocation shall be handled in the same manner and under the same time requirements as denials of special event permits, pursuant to SMC 12.52.120. (Ord. 2564 § 1 (part), 2016: Ord. 2335 § 1 (part), 2010: Ord. 1591 § 12, 1993. Formerly 12.52.120)

12.52.140 Enforcement.

The director is authorized to interpret and enforce all requirements, rules, regulations and conditions and to implement the purpose and intent of this chapter. The director may delegate enforcement to a particular department. (Ord. 2564 § 1 (part), 2016: Ord. 2335 § 1 (part), 2010: Ord. 1591 § 13, 1993. Formerly 12.52.130)

12.52.150 Penalty.

Violation of any portion of this chapter is an infraction and subject to a penalty of \$1,000. The city may also recoup staff and/or equipment costs incurred as a result of the violation. In addition to the revocation of the permit, any person, firm or corporation who violates any of the provisions of this chapter or fails to comply with any of the requirements thereof is guilty of a class IV infraction and subject to a penalty of \$1,000. The city may also recoup staff and/or equipment costs incurred as a result of the violation. (Ord. 2564 § 1 (part), 2016: Ord. 2335 § 1 (part), 2010: Ord. 1591 § 14, 1993. Formerly 12.52.140)