



CITY OF EDGEWOOD COUNCIL STUDY SESSION AGENDA

Tues., February 5, 2019 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance & Roll Call

2. COUNCIL BUSINESS

- A. **Discussion** (*no material*) - Council Highlight
- B.  **Discussion** - Appointment to External Boards/Commissions/Committees
- C. **Discussion** (*no material*) - Review of Planning Commission, EDAB, and PRAB Minutes
- D.  **Discussion** - Nicklaus Subdivision Sewer Easement
- E.  **Discussion** - 2019 PRAB Work Plan
- F.  **Discussion** - WSDOT Gateway Grant Support Letter
- G.  **Discussion** - Fees for Animal Control Services
- H.  **Discussion** - Removal of Dangerous Dogs or Potentially Dangerous Dog Determination

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings

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



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Appointment to External Boards/Commissions/Committees		Agenda Item #:		2B
		For Agenda of:		February 5, 2019
		Prepared by:		Mayor Eidinger
ATTACHMENTS (list): ☒ Resolution No. 19-0xxx ☒ Exhibit A – Current Board Appointments				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$0	
City Attorney, Carol Morris	☒	Appropriation Required:	\$0	
City Clerk, Rachel Pitzel	☒	Timeline:		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☒			
Fiscal Note/Consideration: N/A				
SUMMARY STATEMENT: There are several opportunities for Councilmembers to serve on local and regional boards, committees, or commissions as a representative of the City of Edgewood and the City Council. Changes in the make-up of the City Council, and in some cases interests among individual members, require the need to update these council liaison assignments from time to time; typically for a two-year period. Council adopted the 2017 list of Council Liaison appointments by Resolution those appointments by Resolution No. 17-0360, on March 28, 2017. It is anticipated that City Council will discuss the list and add or remove any boards, committees or commissions, and make new assignments where applicable. Once adopted, this list will be provided to each of the organizations designated therein to make them aware of any changes in Edgewood's representation.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION: Work through the current external board list to determine which Council position would like to serve on which board.				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to next Regular Council Meeting for action 2) Forward to Study Session for further review				

RESOLUTION NO. 19-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, REPEALING AND REPLACING RESOLUTION NO. 17-0360 MAKING APPOINTMENTS TO POSITIONS ON EXTERNAL BOARDS, COMMISSIONS, COMMITTEES, AND OTHER ORGANIZATIONS FOR THE YEAR 2019

WHEREAS, the City Council adopted Resolution 17-0360 to establish a list of City Council representatives to serve on various external Boards, Commissions, Committees and other organizations in 2017; and

WHEREAS, Resolution 17-0360, repealed and replaced Resolution 16-0328, which repealed and replaced Resolution No. 14-0306; and

WHEREAS, the City Council wishes to repeal the resolutions identified herein and establish the 2019 list of designees to represent the City.

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

Section 1. City Council representatives are hereby appointed and/or reappointed to serve on the designated external Board(s), Commission(s), Committee(s) and/or other organization(s) as indicated on the list of Council representatives, attached hereto as Exhibit A.

Section 2. The term of these appointments shall be for the calendar year 2019, or until a replacement is appointed by Council.

Section 3. The Clerk shall provide a copy of this Resolution to organizations named in Exhibit A.

Section 4. This Resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 12TH DAY OF FEBRUARY, 2019.

Mayor, Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, City Clerk

CITY OF EDGEWOOD

2017 Council Representatives

Organization	Representative(s)	2017 Meeting Information
Joint City/County Open Space Taxation Determination Board	Councilmember Tyron Christopherson Councilmember Donna O'Ravez (Alt)	Will be Announced <i>Chad Williams (253) 798-3683</i>
Pierce County Regional Council	Mayor Daryl Eiding <i>Councilmember Nate Lowry (Alt)</i>	Meet the 3 rd Thursday of each month (no meetings in August or December) - 6:00 pm Pierce County Annex (<i>with the exception of the General Assembly meeting</i>) <i>Tiffany Ailment (253) 798-3226</i>
Pierce County Cities & Towns Association	Mayor Daryl Eiding <i>Councilmember Stephanie Shook (Alt)</i>	Meet the 1 st Thursday of each month – 7:00pm, 6:30pm social hour – Famous Dave's - Puyallup <i>Paul Loveless, paulloveless@ci.steileloom.wa.us</i>
Puyallup River Watershed Council	Councilmember Nate Lowry	Meet the 4 th Thursday at 3:30pm at Puyallup City Hall, Fifth floor conference area each month -January thru October. <i>Patty Denny (253) 335-6235</i>
FME Chamber of Commerce	Mayor Daryl Eiding <i>Deputy Mayor Tyron Christopherson (Alt)</i>	Chamber Luncheon Meets the 2 nd Wednesday of each month – 11:30am at 5580 Pacific Hwy E, Fife (Emerald Queen Conf. Center. <i>Julie Watts (253) 922-9320</i> The Chamber has a variety of special events, please check their website for additional information: www.fmechamber.org Fife Chamber Board – Meets the 3 rd Tuesday of each month – 4:00pm, 3700 Pacific Highway East, Suite 150.
Mt. View Edgewood Water Company	Councilmember Mark Creley Councilmember Luke Meyers (Alt)	Meets the 2 nd Wednesday of each month – 6:00pm – as long as it falls after the 10 th . If so, default to the next Wednesday. Meets at the Mt. View Edgewood Water Company – (253)863-7348



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Nicklaus Subdivision Sewer Easement		Agenda Item #:		2D
		For Agenda of:		February 5, 2019
		Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ DRAFT Resolution 19-0xxx ☒ Easement for Sewer Facilities				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	N/A	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	N/A	
City Attorney, Carol Morris	☒	Appropriation Required:	N/A	
City Clerk, Rachel Pitzel	☒	Timeline: Council Consideration – 2/12/2019		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☒			
Fiscal Note/Consideration: All costs associated with developer sewer extensions are coordinated between the developer and the City's sanitary sewer service provider, Lakehaven Water & Sewer District.				
SUMMARY STATEMENT: The Nicklaus Subdivision is located north of 24 th Street East near its intersection with 94 th Avenue East, west of Northwood Elementary School. The developer prepared and submitted sanitary sewer construction plans to the City's sewer service provider, Lakehaven Water & Sewer District, for review in early 2017, following preliminary subdivision approval by the City on December 15, 2016. These plans were approved for construction in June 2017, concurrent with the City's Site Development Permit. The developer has been constructing the approved sanitary sewer in accordance with said plans and specifications under the inspection purview of Lakehaven. The developer has recently requested final inspection of their sewer installation. Lakehaven must deem the work substantially complete before the City can allow final building inspections and occupancy of the buildings served by this sewer. One of the steps necessary for substantial completion is the execution of an Easement for Sewer Facilities. Lakehaven has coordinated with the developer on executing the City's standard sanitary sewer easement form. Staff has reviewed the legal description and map exhibit prepared by the developer and finds them to be consistent with the approved sewer plans. Because an easement is an interest in land, the City Council is required to accept and approve the easement before it can be recorded against the property. The attached resolution will confirm said acceptance and approval, authorizing the Mayor to execute the easement as required.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION: Bring forward Resolution No. 19-0xxx to the next Regular Council Meeting for consideration and action.				
ALTERNATIVES TO RECOMMENDED ACTION: 1) Forward to next Regular Council Meeting for action 2) Forward to Study Session for further review				

RESOLUTION NO. 19-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A SANITARY SEWER EASEMENT FOR THE NICKLAUS SUBDIVISION LOCATED AT 2119 TO 2307 94TH AVENUE COURT EAST IN EDGEWOOD.

WHEREAS, the City has delegated its authority to inspect sanitary sewer construction in the Nicklaus Subdivision to Lakehaven Water and Sewer District; and

WHEREAS, according to Lakehaven Water and Sewer District, the developer of the Nicklaus Subdivision has constructed the sanitary sewer in accordance with the approved plans; and

WHEREAS, the developer has requested final inspection of the sanitary sewer installation, and Lakehaven must determine that the work is substantially complete before the City can allow final building inspections and occupancy of the buildings; and

WHEREAS, one of the steps in the determination that the work is substantially complete is the City's acceptance and approval of the easement for the sanitary sewer facilities; and

WHEREAS, the property owner has submitted the attached easement for acceptance and approval by the City Council; and

WHEREAS, the Council considered this Resolution during its meeting of February 12, 2019;

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

Section 1. The City Council authorizes the Mayor to sign the Nicklaus Subdivision Sanitary Sewer Easement, Exhibit A, which is attached hereto and incorporated herein by this reference.

Section 2. Effective Date. This Resolution will take effect upon passage.

PASSED THIS 12th day of February, 2019.

Daryl Eidinger, Mayor

ATTEST:

Exhibit A

When recorded return to:

City of Edgewood
City Clerk
2224 - 104th Avenue E.
Edgewood, WA 98372

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): Easement for Sewer Facilities
Reference Number(s) of Documents assigned or released: N/A Additional reference #'s on page _____ of document
Grantor(s) Nicklaus Development, LLC ☐ Additional names on page _____ of document.
Grantee/City(s) THE CITY OF EDGEWOOD, a Washington municipal corporation ☐ Additional names on page _____ of document.
Legal description (abbreviated) A portion of the south 1289-feet of the west 330 feet of the West Half of the Southwest Quarter of the Northeast Quarter of Section 9, Township 20 North, Range 4 East, WM, situated in Pierce County, Washington. Less the south 400-feet of the west 163 feet ☐ Additional legal is on page <u>9 of 11</u> of document.
Assessor's Property Tax Parcel/Account Number: 04209-1107, 042009-1149, 042009-1150 & 042009-1151 ☐ Assessor Tax # not yet assigned

EASEMENT FOR SEWER FACILITIES

THIS EASEMENT FOR SEWER FACILITIES (or "Sewer Easement") is hereby entered into by and between the City of Edgewood, a municipal corporation organized under the laws of the State of Washington (hereinafter the "Grantee/City" or the "City"), and Nicklaus Development, LLC, a Washington limited liability company, (hereinafter the "Grantor") whose address is 424 29th St NE #C, Puyallup, WA 98371.

RECITALS

WHEREAS, the Grantor owns the property commonly known as the Nicklaus Subdivision (2119 to 2307 94th Ave Ct E) which is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor received preliminary plat approval from the City, and as a condition of such approval, the Grantor has been required to construct certain sewer facilities, and then turn them over to the City for public ownership and maintenance, together with this Easement and a Bill of Sale;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties covenant and agree as follows:

Section 1. Grant of Easement, Construction, Maintenance, Repair.

A. The Grantor represents and warrants that Grantor is the lawful owner of the Property legally described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Property") Grantor further represents and warrants that the rights and privileges set forth herein do not breach or otherwise violate the legal rights of any third party, and that Grantor is fully authorized to execute and grant this Easement.

B. The Grantor hereby dedicates, grants and conveys to the Grantee/City, the perpetual right to enter, reenter, use and occupy the Property legally described in Exhibit A, (hereinafter the "Property"), consistent with this non-exclusive Sewer Easement through, upon, over and across the Property. The purpose of this Sewer Easement shall be to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove and operate one or more sewer mains, conveyance pipes, laterals, cleanouts, pumps and manholes and all appurtenances related thereto (collectively termed "Grantee/City's Facilities" or the "Facilities"). The location of the Sewer Easement is legally described in Exhibit B and depicted on the map in Exhibit C, both of which are attached hereto/and incorporated herein by this reference (hereinafter the "Easement Area").

Section 2. Grantee/City's Right of Access and Use – Grantee/City's Responsibilities.

A. The Grantee/City and its agents, contractors, designees or assigns shall have the right at such time as Grantee/City deems necessary, to utilize the Easement Area as described in Section 1 herein, and to enter onto the Property for such purposes, without incurring any legal obligation or liability therefore. The Grantee/City's access to and across the Easement Area shall be unrestricted. Except for emergent situations, Grantee/City shall reasonably endeavor to provide 24 hours written or verbal notice to Grantor prior to such entry.

B. Grantee/City's rights hereunder shall expressly include, without limitation, the right, but not the requirement, to improve and maintain the surface of the Easement Area as deemed necessary in Grantee/City's sole discretion to reasonably accommodate vehicular access to Grantee/City's Facilities. Grantee/City's rights hereunder shall be exercised in a manner that prevents unnecessary destruction or unreasonable disturbance of existing private improvements upon the Property, except as provided hereunder.

C. The Easement Area shall be maintained by Grantee/City in accordance with applicable local regulatory standards. In the event of any encroachment, obstruction or interference of or upon the Easement Area or Grantee/City's Facilities, Grantee/City may require removal and termination thereof, and the same shall be accomplished promptly at Grantor's expense. Alternatively, Grantee/City may take such action as deemed necessary in Grantee/City's reasonable discretion to accomplish such removal and/or termination, and may charge to Grantor all expenses incurred therefor. Grantee/City's failure to require removal or termination of any encroachment, obstruction or interference shall neither constitute a waiver of Grantee/City's rights nor preclude any other remedy available to Grantee/City.

D. Any existing improvements upon the Property that neither encroach upon, nor conflict with, the rights conveyed to Grantee/City hereunder that are disturbed or destroyed by Grantee/City's Facilities, or Grantee/City's activities associated thereto, shall be replaced, repaired or otherwise restored as reasonably practicable, to the pre-event condition by and at Grantee/City's expense.

E. Grantee/City shall have the right to issue permits to third parties to operate and maintain side sewers within the Easement Area.

Section 3. Easement Conditions and Responsibilities of Grantor.

A. Grantor shall avoid and prevent interference with and/or obstruction of the Easement Area and Grantee/City's Facilities as follows:

1. Grantor shall not construct, plant, or install, or allow to be constructed, planted or installed, any building, wall, fence, tree, rockery or structure of any kind within the Easement Area unless approved in writing by the Grantee/City;

2. Grantor shall not deposit or allow to be deposited, any fill material within the Easement Area;

3. Grantor shall not dig, tunnel or excavate, or allow any digging, tunneling, or excavation, within three feet (3') of Grantee/City's Facilities, and Grantor shall ensure that the ground surface within the Easement Area is maintained at the level and grade approximately extant at the time Grantee/City's Facilities were installed, except for minor, temporary disturbances not affecting Grantee/City's Facilities; and

4. Grantor shall not in any manner block, restrict or impede, or allow to be blocked, restricted or impeded, Grantee/City's access to or use of the Easement Area.

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

C. Grantor shall not construct or install, or allow to be constructed or installed, any water or sewer facilities or appurtenance, other than Grantee/City's Facilities, within or proximate to the Easement Area without Grantee/City's prior written authorization. If authorized by the Grantee/City, any such facilities shall comply with all applicable regulatory standards, including without limitation the then-current edition of the "Criteria for Sewage Works Design" published by the Washington Department of Ecology.

D. Grantor shall not construct or install, or allow to be constructed or installed, any other utility facilities or appurtenances of any kind, including without limitation, any utility service connections, within three feet (3'), measured horizontally for parallel alignments, or within six inches (6"), measured vertically for crossing or perpendicular alignments, of any portion of Grantee/City's Facilities.

E. The Grantor shall neither take nor permit any action which would impair the lateral or subjacent support for Grantee/City's Facilities or cause the earth cover over any of Grantee/City's Facilities within the Property, measured vertically from the top of the pipeline, to be less than five feet (5') over gravity mains or three feet (3') over low pressure force mains. Grantor shall not modify the earth cover over the Grantee/City's facilities without advance written authorization from the Grantee/City, which shall provide for full payment or reimbursement to the Grantee/City for all costs of adjusting the Grantee/City's Facilities made necessary by such modification.

Section 4. Grantor's Warranty of Title. Grantor represents and warrants that Grantor is the lawful owner of the Property that the rights and privileges set forth herein do not breach or otherwise violate the legal rights of any third party, and that Grantor is fully authorized to execute and grant this Easement.

Section 5. Indemnification.

A. *Environmental Indemnification.* To the extent that it legally may, and as long as the Grantee/City did not cause Environmental Contamination, the Grantor, for itself and its successors and assigns, shall indemnify the Grantee/City against any liability, damages, costs, expenses, causes of action, claims losses, settlements, fines and penalties, and reasonable

attorneys' fees claimed against the Grantee/City relating to (1) the existence, mitigation or remediation of Environmental Contamination in the Easement Area; (2) any Corrective Action in the Easement Area; (3) any Environmental Contamination in the Easement Area that occurs or is discovered after conveyance of this Sewer Easement; or (4) the occurrence, disturbance, or movement of existing contaminated soils resulting directly or indirectly from any work conducted by the Grantee/City in the exercise of the Grantee/City's functions. As used in this Sewer Easement, "Environmental Contamination" means the presence within the Easement Area of any hazardous material, including but not limited to any of the substances defined as or included in the definition of "hazardous substance," "hazardous material," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 5010, *et seq.*, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to such laws. As used in this Sewer Easement, "Corrective Action" shall refer to risk assessment, active remediation, passive remediation, voluntary cleanup, investigation and/or monitoring of Environmental Contamination.

B. *General Indemnification.*

1. Grantee/City shall indemnify and hold harmless Grantor from and against all liability, damages, costs, expenses, causes of action, claims, losses, settlements, fines, penalties and reasonable attorneys' fees claimed by the Grantor resulting from the City's use of the Easement Area.

2. Grantor shall indemnify and hold harmless the City from and against all liability, damages, costs, expenses, cause of action, claims, losses, settlements, fines, penalties and reasonable attorneys' fees claimed by the City resulting from the Grantor's breach or violation of the Grantor's responsibilities hereunder.

3. Each party's obligations under this General Indemnification Section 5(B) shall apply only to the extent such liability, damages, costs, expenses, causes of action, claims, losses, settlements, fines and penalties is proximately caused by the negligence or willful misconduct of that party or the party's agents or invitees.

Section 6. Dispute Resolution. This Sewer Easement shall be governed by the laws of the State of Washington. The exclusive venue for any litigation arising out of this Easement shall be the Superior Court for Pierce County or the Federal District Court, Western District of Washington. The substantially prevailing party in any litigation shall be entitled to its reasonable attorneys' fees from the non-prevailing party.

Section 7. Recordation, Binding Effect, Modification. This Sewer Easement shall be recorded against the Property in the Pierce County Auditor's Office, and each provision, condition or covenant shall run with the land and be binding upon and inure to the benefit of the

parties hereto and their respective successors, heirs or assigns. This Sewer Easement may only be modified by a written instrument executed by the duly authorized representatives of the parties, their respective successors, heirs or assigns, and recorded against the Property.

Section 8. No Third Party Beneficiary. The rights, duties and obligations set forth in this Easement are for the exclusive benefit of the signatory parties and their respective successors, heirs and assigns and may only be enforced thereby. Nothing herein shall be construed as vesting any rights for or in any third party.

Section 9. Entire Agreement-Severability. This writing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instruction. Should any section, paragraph, sentence, clause or phrase of this Sewer Easement, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason or should any portion of this Easement be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Easement or its application to other persons or circumstances.

Section 10. City Council Approval. This Easement is contingent upon acceptance and approval of the Edgewood City Council. It is expressly acknowledged and understood by the parties that the terms and conditions hereof shall not become binding upon Grantee/City/City unless and until such acceptance and approval has occurred.

EASEMENT FOR SEWER FACILITIES

Date: 1-15-19

By *ml*

Its Present

Accepted and Approved

CITY OF EDGEWOOD

By: _____

Date: _____

Attest

By: _____

Date: _____

STATE OF Washington
County of Pierce ss:

I certify that I know or have satisfactory evidence that Mike Christensen 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 and acknowledged it as the President of Nicklaus Development LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1-15-19



For recording in the State of Washington, the Notarial Seal must be fully legible and cannot intrude into document margins. Please affix seal in the space provided.

WJG
(Signature)
Notary Public Wendy M. Grant
Title

My appointment expires 1-21-20

EASEMENT FOR SEWER FACILITIES

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY
PIERCE COUNTY TAX PARCEL NUMBERS
042009-1107, 042009-1149, 042009-1150 and 042009-1151

PARCEL A:
THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF
THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 20 NORTH, RANGE
4 EAST, W.M. IN PIERCE COUNTY WASHINGTON ;
COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE
WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
THENCE NORTH 400 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH TO THE NORTH LINE OF SAID SUBDIVISION;
THENCE EAST TO THE EAST LINE OF SAID SUBDIVISION;
THENCE SOUTH 264 FEET;
THENCE WEST 165 FEET;
THENCE SOUTH TO A POINT 400 FEET NORTH OF THE SOUTH LINE OF SAID
SUBDIVISION;
THENCE WEST 163 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD.

PARCEL B:
PARCELS A, B, AND C, INCLUSIVE CITY OF EDGEWOOD BOUNDARY LINE
ADJUSTMENT NO. 4829, RECORDED UNDER RECORDING NUMBER
201506125001, PIERCE COUNTY, WASHINGTON.

Situate in the County of Pierce State of Washington.

EASEMENT FOR SEWER FACILITIES

**EXHIBIT "B"
LEGAL DESCRIPTION
EASEMENT**

A PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 20 NORTH,
RANGE 4 EAST OF THE W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

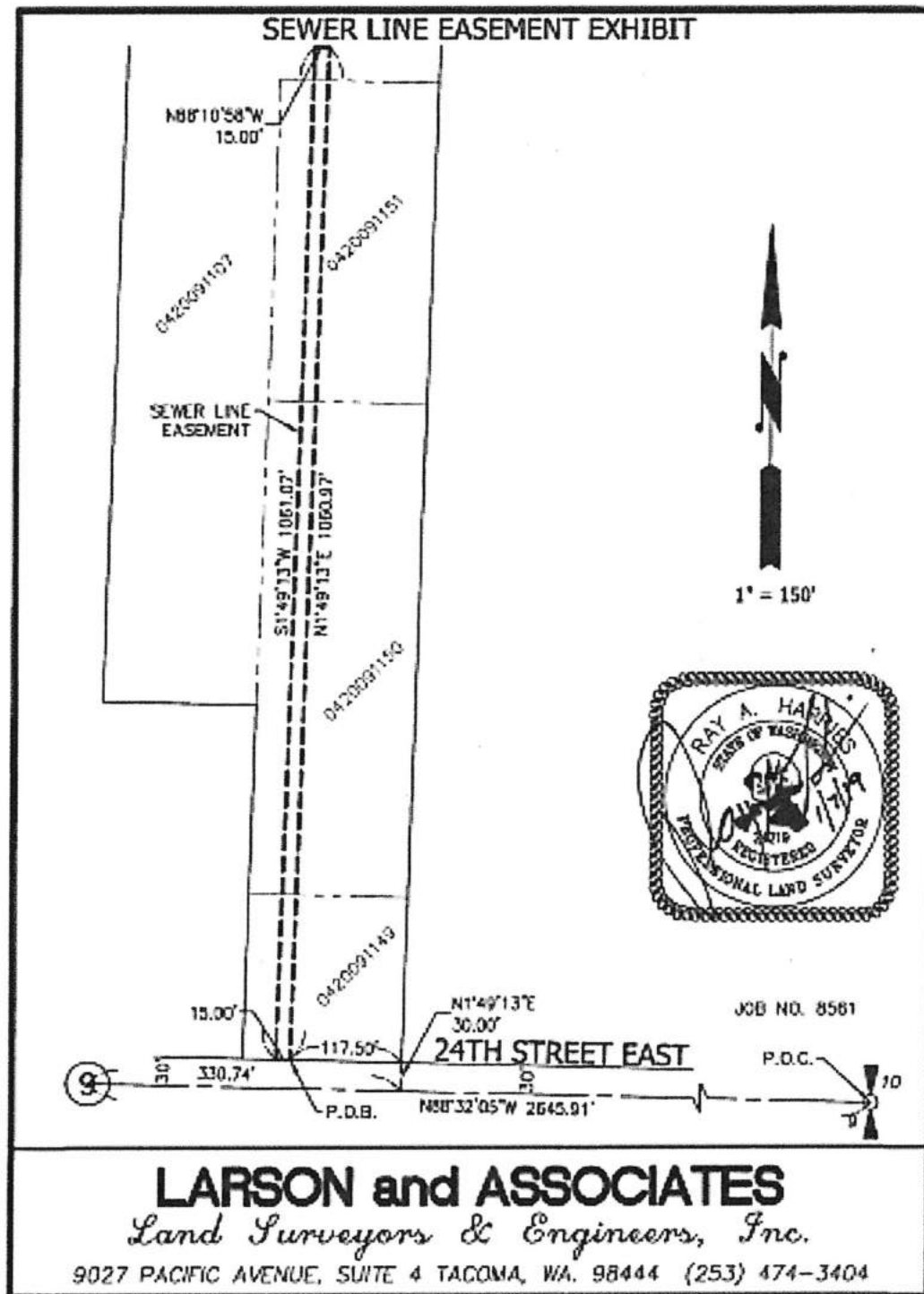
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 9; THENCE
N88°32'05"W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A
DISTANCE OF 2,645.91 FEET TO THE CENTER OF SECTION 9; THENCE BACK ALONG
THE PREVIOUS MENTIONED COURSE S88°32'05"E A DISTANCE OF 330.74 FEET TO
THE SOUTHEAST CORNER OF SAID WEST HALF OF THE WEST HALF OF THE
SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9;
THENCE N01°49'13"E ALONG THE EAST LINE OF SAID WEST HALF OF THE WEST
HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE
OF 30.00 FEET TO A POINT ON THE NORTH LINE OF 24TH STREET EAST; THENCE
N88°32'05"W ALONG THE NORTH LINE OF SAID 24TH STREET EAST A DISTANCE OF
117.50 FEET TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT
DESCRIPTION; THENCE CONTINUING ALONG THE PROJECTION OF THE LAST
MENTIONED COURSE N88°32'05"W A DISTANCE OF 15.00 FEET; THENCE
N01°49'13"E A DISTANCE OF 1,061.07 FEET; THENCE S88°10'58"E A DISTANCE OF
15.00 FEET TO A POINT WHICH BEARS N01°49'13"E FROM THE TRUE POINT OF
BEGINNING; THENCE S01°49'13"W A DISTANCE OF 1,060.97 FEET TO THE TRUE
POINT OF BEGINNING AND TERMINUS POINT OF THE EASEMENT DESCRIPTION.

SITUATE IN THE CITY OF EDGEWOOD, COUNTY OF PIERCE, STATE OF
WASHINGTON.



EASEMENT FOR SEWER FACILITIES

EXHIBIT "C" EASEMENT DEPICTION





City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Parks and Recreation Advisory Board (PRAB) 2019 Work Plan		Agenda Item #:		2E
		For Agenda of:		February 5, 2019
		Prepared by:		Jeremy Metzler
ATTACHMENTS (list): ☒ REVISED 2019 Work Plan				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	N/A	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	N/A	
City Attorney, Carol Morris	☒	Appropriation Required:	N/A	
City Clerk, Rachel Pitzel	☒	Timeline: Ongoing		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☒			
Fiscal Note/Consideration: N/A				
SUMMARY STATEMENT:				
The Parks and Recreation Advisory Board (PRAB) has set forth a number of goals and tasks to be addressed this year, intending to highlight major activities and projects that require support and involvement of PRAB members. In accordance with the powers and duties listed in Edgewood Municipal Code (EMC) Section 2.31.030, the PRAB shall: 1. Acquaint itself with the recreation needs of the citizens of Edgewood; 2. Evaluate existing programs, activities and facilities in relation to current and projected recreation needs of Edgewood residents; 3. Recommend programs and activities to meet the needs of all segments of the population; 4. Strengthen coordination for recreation programs between agencies, including but not limited to coordination with the school districts serving Edgewood; 5. Encourage and stimulate citizens to become involved in neighborhood and civic activities; 6. Research and recommend the development of newly acquired and undeveloped park properties within the Edgewood city limits; 7. Consider the needs of plant and animal life during open space and park planning activities; 8. Periodically have the responsibility of advising and making recommendations to the appropriate staff for the beautification, improvement, management and control of all parks and recreation grounds, facilities, and open space; 9. Periodically review whether the lands being used for park and recreation purposes are adequate, and shall recommend to the city council what additional lands and grounds should be acquired and used for park and recreation purposes and long-range capital budget necessary to support the recommendations; and 10. Review, discuss and analyze such products and projects as may be referred to the board by the council.				
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A				
RECOMMENDED ACTION:				
Affirm the 2019 Work Plan as revised and forward to the PRAB for action.				
ALTERNATIVES TO RECOMMENDED ACTION:				
1) Forward to next Regular Council Meeting for action 2) Forward to Study Session for further review				

City of Edgewood

Parks and Recreation Advisory Board 2019 Work Plan

The Parks and Recreation Advisory Board has set forth a number of goals and tasks to be addressed during the year 2019. This Work Plan is intended to highlight major activities and projects that include support and involvement of the PRAB including major course and setting future mile stones in accordance with the powers and duties listed in section 2.31.030 of Ordinance 06-0272, which established the Parks and Recreation Advisory Board.

COUNCIL PRIORITIES

1. Monitor and contribute to 36th and Meridian Design and Development
2. Update City of Edgewood Park Code
3. Create a playground renovation plan for Edgemont Park
4. Continue to pursue long term goals to use the farm house at Nelson Farm Park
5. Evaluate creating new volunteer opportunities / action days throughout the calendar year

GENERAL

1. Add promotional kiosk for parks at each location to advertise parks and activities
2. Encourage City to be a Pierce Conservation District contributor and monitor new Green Puyallup Partnership
3. Seek out potential land acquisition opportunities
4. Work on a list of available eagle scout projects, **and evaluate regular outreach to volunteer organizations**
5. Provide guidance to city staff for ways to improve the webpage, cross-jurisdictional communication, and update park guide map.

PARK PLANNING

1. Participate in trail planning for the Mortenson Farm property
2. Create a plan for the recently cleared area at Nelson Nature Park (trail, planting, trail resurfacing)
3. Look for alternate routes for next Interurban Trail phase

EVENTS and ACTIVITIES

1. Plan Parks Appreciation Day event – April 27th
2. Help support and promote monthly movie nights
3. Participate in the planning of the Edgewood City Picnic 7/20/19 & Christmas Tree Lighting Ceremony 11/29/19
4. English Ivy/Invasive Plant Species Eradication Education



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: WSDOT Gateway Grant Support Letter	Agenda Item #:	2F
	For Agenda of:	February 5, 2019
	Prepared by:	Carol Morris Jeremy Metzler
ATTACHMENTS (list): ☒ Resolution No. 19-0xxx ☒ Draft letter to Elaine Chao, Secretary of U.S. Dept. of Transportation		
Approval of Materials:		
Mayor, Daryl Eidinger	☒	Expenditure Required: \$0 Amount Budgeted: \$0 Appropriation Required: \$0
Asst. City Administrator, Dave Gray	☒	Timeline: Council Consideration – 2/12/2019
City Attorney, Carol Morris	☒	
City Clerk, Rachel Pitzel	☒	
Community Development Director, Darren Groth	☒	
Public Works, Jeremy Metzler	☒	
Police Chief, Micah Lundborg	☒	
Fiscal Note/Consideration: N/A		
SUMMARY STATEMENT: The Washington State Department of Transportation (WSDOT) has applied to the U.S. Department of Transportation for a grant of over \$100 million in order to fund the Puget Sound Gateway Program. This Program will extend SR 167 along Edgewood's south and west boundaries into the Port of Tacoma; extend SR 509; and improve I-5, allowing for improved connections to the Port of Seattle. The new portions of SR 409 and SR 167 will reduce congestion, increase mobility between manufacturing centers and distribution hubs and allow for faster and more efficient freight movement to and from the ports of Seattle and Tacoma, operating jointly as the Northwest Seaport Alliance. These improvements will benefit the citizens of the State of Washington and the City of Edgewood. WSDOT has asked Edgewood to provide a letter of support for the grant request. This letter is attached.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A		
RECOMMENDED ACTION: MOTION to authorize the Mayor to sign the letter attached as Exhibit A, addressed to Elaine Chao, Secretary of the U.S. Dept. of Transportation.		
ALTERNATIVES TO RECOMMENDED ACTION: 1) Do not adopt 2) Forward to Study Session for further review		

RESOLUTION NO. 19-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SEND A LETTER TO THE SECRETARY OF THE U.S. DEPARTMENT OF TRANSPORTATION IN SUPPORT OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION'S APPLICATION FOR A INFRA GRANT TO FUND THE PUGET SOUND GATEWAY PROGRAM.

WHEREAS, the Washington State Department of Transportation (WSDOT) has applied for a federal INFRA grant with the U.S. Department of Transportation in an amount of over \$100 million; and

WHEREAS, WSDOT seeks this grant in order to extend SR 167 along the City's south and west boundaries into the Port of Tacoma, thereby completing the long-planned SR 167 and 509 transportation corridors; to extend SR 509; and improve I-5 in order to improve connections to the Port of Seattle; and

WHEREAS, these proposed transportation improvements will not only benefit citizens of Washington, but also residents of Edgewood, because they will reduce congestion, increase mobility between manufacturing centers and distribution hubs and allow for faster and more efficient freight movement to and from the ports of Seattle and Tacoma, operating jointly as the Northwest Seaport Alliance; and

WHEREAS, there are additional benefits to these transportation improvements, as described in the letter attached hereto as Exhibit A; and

WHEREAS, the City of Edgewood desires to assist WSDOT's efforts in obtaining this grant by sending a letter of support to Elaine Chao, Secretary of Transportation for the U.S. Department of Transportation; and

WHEREAS, the City Council considered the proposed letter (Exhibit A) during the regular Council meeting of February 12, 2019;

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

Section 1. Authorization. The City Council hereby authorizes the Mayor to sign the letter attached hereto as Exhibit A, addressed to the Honorable Elaine L. Chao, Secretary of the U.S. Department of Transportation.

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

ADOPTED this 12th day of February, 2019

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A

February 12, 2019

The Honorable Elaine L. Chao
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave SE
Washington, DC 20590

Dear Secretary Chao:

I am writing to express my city's support for the Washington State Department of Transportation's (WSDOT) application for a U.S. Department of Transportation INFRA grant. The Puget Sound Gateway Program will complete the long-planned State Route 167 and 509 corridors, two critical final connections on the Designated National Highway Freight Network serving a major North American gateway for international trade.

The Puget Sound Gateway Program will extend SR 167 along our city's south and west boundaries into the Port of Tacoma, and will extend SR 509 and improve Interstate 5 allowing for improved connections to the Port of Seattle. The new portions of SR 509 and SR 167 will reduce congestion, increase mobility between manufacturing centers and distribution hubs, and allow for faster and more efficient freight movement to and from the ports of Seattle and Tacoma, operating jointly as the Northwest Seaport Alliance.

Washington State's economy, including the vast agricultural areas of Central and Eastern Washington, is critically dependent on the efficient and predictable movement of freight on its roadways. The Northwest Seaport Alliance is the fourth largest gateway in North America, responsible for 48,000 jobs and more than \$4 billion in economic activity. The nearby cities of Kent, Sumner and Puyallup are home to the second-largest distribution center complexes on the West Coast and the fourth-largest in the country. The completion of SR 167 through the Puget Sound Gateway Program gives our city an opportunity to join this distribution center.

The program also includes a new south access to Sea-Tac International Airport, improving access to the third largest airport for international trade on the West Coast and the fastest growing in the United States. Completing SR 509 and SR 167 is essential for our state and nation to remain competitive with other Pacific Rim countries.

Over 94 percent of the project is funded through state gas tax, local contributions, and user revenues from tolls. An INFRA grant, at six percent of the project costs, would complete the funding to construct these two final freight connections which support \$73 billion in international trade serving Northern Tier states, the Pacific Northwest, and the Puget Sound region. I strongly support WSDOT's INFRA grant application for the Puget Sound Gateway Program and encourage you to give it full and fair consideration.

Sincerely,

Mayor Daryl Eiding
City of Edgewood, Washington

DRAFT



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Fees for Animal Control Services		Agenda Item #:		2G
		For Agenda of:		February 5, 2019
		Prepared by:		Carol Morris
ATTACHMENTS (list): ☒ Resolution No. 19-0XXX				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$0	
City Attorney, Carol Morris	☒	Appropriation Required:	\$0	
City Clerk, Rachel Pitzel	☒	Timeline:		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☒			
Fiscal Note/Consideration: Pursuant to the Interlocal Agreement for Animal Control Services between Sumner, Edgewood and Puyallup, the revenues associated with the animal control activities are deposited into a special fund maintained by Sumner. Expenditures are made only for animal shelter and animal control activities, including the actual administrative costs and City overhead. (Section 4 of the Interlocal Agreement.) "Edgewood shall be responsible for any costs associated with enforcing or defending their ordinances relating to potentially dangerous or dangerous dog declarations, impounds or additional costs associated with prosecution of criminal or civil cases, or other unforeseen costs that may arise from time to time." (<i>Id.</i> , Subsection E.)				
SUMMARY STATEMENT: Edgewood entered into an interlocal agreement with METRO Animal Control for animal control services on December 30, 2010. In this interlocal agreement, Edgewood agreed to adopt animal control regulations that are "similar" to those adopted by Sumner and Puyallup, "to ensure consistency in enforcement and to increase management efficiency." (Section 2, City of Edgewood's Responsibilities, Subsection B). The Interlocal Agreement establishes the method under which the fees for Animal Control Services are calculated. Edgewood adopted Sumner's Animal Control regulations by reference. While these regulations included some of the fees that are charged for animal control activities, many fees were missing. We recently revised all of Sumner's Animal Control regulations, including a chapter on dangerous dogs/potentially dangerous dogs and a resolution updating the fee schedule for implementation of these regulations. Our revised ordinances/resolution were sent to Sumner's City Attorney, who has been considering them and coordinating revisions with METRO Animal Control. Recently, we received our draft fee resolution back from Sumner, with the fees shown in the attached Resolution (minus any fee for the removal of the dangerous dog designation). As described in the Agenda Bill associated with the ordinance for the removal of the dangerous dog designation, we plan to adopt this procedure prior to our agreement on these revisions to the Animal Control Code, in order to address a particular situation. Therefore, if the Council decides to adopt the ordinance allowing the removal of the dangerous dog designation, the Council should establish the fee for this procedure. If the Council decides not to adopt this ordinance, the Council could decide to pass the resolution as drafted, without that line item.				

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A

RECOMMENDED ACTION: Bring forward Resolution No. 19-0xxx to the next Regular Council Meeting for consideration and action.

ALTERNATIVES TO RECOMMENDED ACTION:

- 1) Forward to next Regular Council Meeting for action
- 2) Forward to Study Session for further review

RESOLUTION NO. 19-0xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, RELATING TO ANIMAL CONTROL, ESTABLISHING THE 2019 FEES FOR ANIMAL LICENSING, COMMERCIAL ANIMAL BUSINESSES AND RELATED FEES IMPOSED BY THE ANIMAL CONTROL AUTHORITY FOR LICENSING AND OTHER FEES RELATING TO ANIMAL CONTROL.

WHEREAS, the Animal Control Authority establishes shelter-related fees and a number of commercial and non-commercial animal businesses and operations, as well as other animal-control related activities; and

WHEREAS, the Council desires to remove these fees adopted by the Animal Control Authority from the Edgewood Municipal Code and to instead insert them in a resolution; and

WHEREAS, the Council considered this Resolution during its meeting of _____, 2019;

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

Section 1. The City Council does hereby adopt the following fees to implement its animal control regulations, all as set forth in chapters 6.01 (Animal Control), 6.0_ (Animal Licensing) and 6.0_ (Potentially Dangerous Dogs and Dangerous Dogs).

<u>License Fees</u>	<u>Dogs and Cats -- unaltered</u>
\$0.00	Juvenile dogs/cats (under 6 months of age)
\$60.00	Adult dogs/cats (7 months and older) annual license
\$30.00	Adult dog/cat (7 months and older) annual license for Seniors 65 yrs and ` older
<u>License Fees</u>	<u>Dogs and Cats – altered</u>
\$16.00	Adult dogs (7 months and older) annual license
\$12.00	Adult cats (7 months and older) annual license
\$ 8.00	Adult dog (7 months and older) annual license for Seniors 65 yrs and older
\$ 6.00	Adult cat (7 months and older) annual license for Seniors 65 yrs and older

Altered dogs and cats: In order to receive a license for an altered adult dog or cat, the owner must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal. Adoption paperwork showing spay/neuter also accepted.

Permits**Potentially Dangerous and Dangerous Dogs**

\$250.00	Permit for Potentially Dangerous Dog
\$ 50.00	Annual Renewal Fee for Permit for Potentially Dangerous Dog
\$500.00	Permit for Dangerous Dog
\$100.00	Annual Renewal Fee for Permit for Dangerous Dog
\$ 75.00	PDD and DD Re-inspection (If Initial inspection failed. Initial inspection is no charge)
\$ _____	Request for Removal of Potentially Dangerous and Dangerous Dog Determination (if animal behaviorist is hired pursuant to EMC 6.10.047(C), the cost shall be paid by the dog's owner)

Fees**Activity**

\$ 5.00	Replacement Tag Fee
\$ 10.00	Penalty for failure to timely renew an annual license after 30 days for dog/cat
\$ 20.00	Penalty for failure to timely renew an annual license after 60 days for dog/cat

Shelter Fees

Impound Fees (\$75/spay/neuter/microchip refundable deposit if an unaltered animal is impounded more than once in a 12 month period)

\$ 45.00	First time
\$ 90.00	Second time
\$135.00	Third time or more
\$ 60.00	Livestock, 75 lbs or less
\$150.00	Livestock, 75 lbs or more

Kennel Fees

\$ 15.00/day	Boarding Fee Dog/Cat
\$ 25.00/day	Boarding Fee Livestock

This is the fee charged to an owner for costs associated with boarding an animal that has been impounded or taken into protective custody, including the first and last day that the animal is retained by the impounding authority even where the animal is in custody for less than a full day.

Adoption Fees

\$125.00	<u>Cat Single Adoption:</u> Includes spay/neuter/microchip/and METRO license if applicable
\$115.00	<u>Cat Multiple Adoption:</u> Includes spay/neuter/microchip/and METRO license if applicable Full Adoption Rate applies to first animal – subsequent animals at lower rate
\$110.00	<u>Cat Adoption Special/Senior:</u> Includes spay/neuter/microchip/and METRO license if applicable. Reduced rate for hard to adopt animals or high shelter populations – requires Shelter Supervisor/Staff approval.
\$165-185.00	<u>Dog/Puppy Single Adoption:</u> Includes spay/neuter/microchip and METRO license if applicable
\$150.00	<u>Dog Multiple Adoption:</u> Includes spay/neuter/microchip/and METRO license if applicable. Full Adoption Rate applies to first animal – subsequent animals at lower rate.
\$130.00	<u>Dog Adoption Special/Senior:</u> Includes spay/neuter/microchip/and METRO license if applicable. Reduced rate for hard to adopt animals or high shelter populations – Requires Shelter Supervisor/Staff approval.
\$ 25.00 more than 20 lbs	<u>Small Animal Adoption (Rabbits, Fowl, Snakes, etc.):</u>
\$ 20.00 less than 20 lbs	
\$ 75.00	<u>Adoption Spay Neuter Deposit.</u>

Miscellaneous Fees

\$ 50.00/\$75.00 OSA	Dog/Cat Animal Drop Off Fee ¹
\$ 10.00	Kitten Drop Off Fee
\$ 50.00 plus \$.50 per lb.	Owner Euthanasia Fee ²
\$ 75.00 plus \$.50 per lb. OSA	Owner Euthanasia Fee
\$ 25.00/week plus \$25.00 deposit	Trap Rental
\$ 35.00	Microchip Sales
\$ 40.00	NFS Checks ³

OSA is for Outside Service Area (areas NOT in jurisdictions served by MAS).

<u>License Fee</u>	<u>Activity</u>
\$ 75.00	Animal Shelter – annual
\$ 75.00	Doggie Day Care -- annual
\$ 75.00	Grooming Parlor -- annual
\$ 75.00	Hobby Kennel – annual

¹ This is the fee charged to an owner who surrenders their animal to animal control for adoption.

² This is the fee charged to an owner who surrenders their animal to animal control for euthanasia.

⁴ Any person who issues a check for which funds are insufficient will be assessed this fee. In addition, any license(s) or penalties paid with such checks will be invalid. Additional costs incurred in collecting funds under NFS checks are the personal obligation of the animal owner and may result in other legal consequences.

\$ 75.00	Kennel – annual
\$ 75.00	Pet Shops – annual
\$ 75.00	Short-term Boarding Facilities -- annual
\$ 75.00	Re-Inspection Fee (If Initial inspection failed. Initial inspection is no charge)

Section 2. Effective Date. This Resolution will take effect five days after publication as required by law.

PASSED THIS __ day of _____, 2018.

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk



City Of Edgewood Council Agenda Summary Sheet

SUBJECT: Removal of Dangerous Dog or Potentially Dangerous Dog Determination, Amending EMC 6.01.010		Agenda Item #:		2H
		For Agenda of:		February 5, 2019
		Prepared by:		Carol Morris
ATTACHMENTS (list): ☒ Ordinance No. 19-xxxx				
Approval of Materials:				
Mayor, Daryl Eidinger	☒	Expenditure Required:	\$0	
Asst. City Administrator, Dave Gray	☒	Amount Budgeted:	\$0	
City Attorney, Carol Morris	☒	Appropriation Required:	\$0	
City Clerk, Rachel Pitzel	☒	Timeline:		
Community Development Director, Darren Groth	☒			
Public Works, Jeremy Metzler	☒			
Police Chief, Micah Lundborg	☒			
Fiscal Note/Consideration: A separate resolution addresses the fee associated with this request.				
SUMMARY STATEMENT: Edgewood entered into an interlocal agreement with METRO Animal Control for animal control services. In this interlocal agreement, Edgewood agreed to adopt animal control regulations that are consistent with Sumner's animal control regulations. In 2016, the City adopted Sumner's animal control regulations by reference, including those relating to dangerous dogs and potentially dangerous dogs. We recently revised all of Sumner's Animal Control regulations, including a chapter on dangerous dogs/potentially dangerous dogs and a resolution updating the fee schedule for implementation of these regulations. Our revised ordinances/resolution were sent to Sumner's City Attorney, who has been considering them and coordinating revisions with METRO Animal Control. In the last couple of weeks, Animal Control notified us that a dog determined dangerous in Lakewood had been moved into Edgewood. According to the Animal Control officer who actually visited the home where the dog is being kept, the dog is now "geriatric," and did not exhibit any aggressive tendencies during her visit. In the existing dangerous dog regulations that Edgewood has adopted by reference, once a dog has been determined to be dangerous, the dog's owner is required to: annually renew the dangerous dog permit (\$100.00); maintain a proper enclosure for the dog; post a sign warning the public that there is a dangerous dog on the premises; microchip and tattoo the dog; muzzle the dog whenever the dog is outside of the primary residence; ensure that the dog wears a brightly colored collar with the license tag; and obtain homeowner's liability insurance in the amount of at least \$500,000, insuring the owner for any personal injuries inflicted by the dangerous dog. If a dog determined to be dangerous is moved into Edgewood, the dog's owner is required to notify Edgewood within 48 hours. Before bringing the dog into Edgewood, the owner is required to meet all of the licensing conditions and any other conditions imposed by an authority outside of Edgewood. If the dog's owner doesn't comply with these regulations without following the code, the owner could be charged with a gross misdemeanor. In addition, if the owner doesn't obtain the annual permit (which requires compliance with all of the above), the				

Animal Control Authority is authorized to seize/impound the dog, notify the owner, and hold the dog for a period of no more than five days. If the owner can meet the licensing requirements within five days, the owner can redeem the dog, but if not, the Animal Control authority can destroy the dog.

The existing dangerous dog/potentially dangerous dog regulations adopted by Edgewood (and Sumner), there is no provision allowing for the removal of the designation, regardless of any current circumstances relating to the dog. In the research performed to determine whether other jurisdictions allow the designation to be removed, we learned that Pierce County allows a dog owner to petition for removal of the designation, and the Animal Control Authority makes a recommendation on it to the Hearing Examiner, who issues the final decision. (Pierce County Municipal Code 6.07.040.) We also learned that the State of Minnesota adopted a procedure allowing for the annual review of a dangerous dog designation (copy attached).

Staff is suggesting that the Council consider the adoption of a provision allowing for the elimination of a dangerous dog or potentially dangerous dog designation, before we negotiate all of the language of the new Animal Control Code with Sumner, to address this geriatric dog situation. (We have sent a copy of this ordinance to Sumner's City Attorney, who is aware of the geriatric dog situation.)

If the Council agrees with this approach, the procedure for removal of the dangerous dog determination would be effective within five days after publication of the ordinance. It would subsequently be incorporated into the final version of the Edgewood Animal Control Code and Edgewood regulations on Dangerous and Potentially Dangerous Dogs. Because a request for removal of the designation does involve administrative costs, a permit fee must also be established. This is the subject of an associated resolution.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: N/A

RECOMMENDED ACTION: Bring forward Ordinance No. 19-0xxx to the next Regular Council Meeting for consideration and action.

ALTERNATIVES TO RECOMMENDED ACTION:

- 1) Forward to next Regular Council Meeting for action
- 2) Forward to Study Session for further review

ORDINANCE NO. 19-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, RELATING TO DANGEROUS DOGS, ADDING A PROCEDURE ALLOWING THE DOG'S OWNER TO REQUEST REMOVAL OF A DANGEROUS DOG OR POTENTIALLY DANGEROUS DETERMINATION UNDER CERTAIN LIMITED CIRCUMSTANCES, PROVIDING FOR AN APPEAL; ALLOWING FEES TO BE ESTABLISHED FOR THE PROCESSING OF A REQUEST; AMENDING EDGEWOOD MUNICIPAL CODE SECTION 6.01.010; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood entered into an interlocal agreement with METRO Animal Control to enforce the City's animal control regulations, which require consistency between Edgewood's and Sumner's codes on the subject of animal control, including regulations adopted pursuant to RCW 16.08.080 on Dangerous Dogs and Potentially Dangerous Dogs; and

WHEREAS, the City of Edgewood adopted the Dangerous and Potentially Dangerous Dog regulations in the Sumner Municipal Code by reference in Edgewood Municipal Code Section 6.01.010; and

WHEREAS, once a dog has been determined to be a "Dangerous Dog" under these Codes, the dog owner must obtain a dangerous dog license and pay the associated fee; the owner must maintain a "proper enclosure" to confine the dog (as defined in RCW 16.08.070(4)); the owner must post a bond in the sum of \$50,000 for potentially dangerous dogs, payable to any person injured by the potentially/dangerous dog; and the owner must maintain a homeowner's insurance policy in the amount of at least \$50,000 for potentially dangerous dogs and \$500,000 for dangerous dogs, insuring the owner for any personal injuries inflicted by the potentially/dangerous dog; and

WHEREAS, failure to comply with these requirements after a dog has been determined dangerous can result in, among other things, the immediate confiscation and possible destruction of the dangerous dog; and

WHEREAS, although a dog owner may appeal the initial potentially dangerous dog or dangerous dog designation within a limited time after the final determination, there is no procedure in the Sumner/Edgewood Municipal Code on potentially dangerous dogs or dangerous dogs which allows a dog owner to request removal of the designation at any time in the future; and

WHEREAS, the City Council recognizes that years after the dog has been determined to be potentially dangerous or dangerous, the designation and the imposition of such conditions may no longer be necessary, in light of the dog's health and condition; and

WHEREAS, if the dog no longer warrants the potentially dangerous or dangerous dog designation because the dog does not present any danger to the public, forcing the dog's owner to comply with the licensing conditions is unnecessarily burdensome and costly; and

WHEREAS, this Ordinance was considered by the City Council during its study session of _____, 2019; and

WHEREAS, the City Council adopted this Ordinance during its regular City Council meeting of _____, 2019;

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

Section 1. Section 6.01.010 is hereby amended to read as follows:

6.01.010 Adoption.

A. Pursuant to RCW 35A.12.140, the City hereby adopts by reference the following chapters of the Sumner Municipal Code (SMC) related to the control, regulation and licensing of animals, inclusive of any future amendments thereto:

SMC Chapter 6.04, Animal Control;

SMC Chapter 6.08, Dog Feces Removal;

SMC Chapter 6.10, Dangerous and Potentially Dangerous Dogs;

SMC Chapter 6.16 Exotic Animals.

B. The following Section 6.10.047 is hereby added to Chapter 6.10 SMC, Dangerous and Potentially Dangerous Dogs, to be in effect within the City of Edgewood:

6.10.047 Dangerous Dog and Potentially Dangerous Dog Designation Review.

A. Beginning six months after a dog is declared a dangerous dog or potentially dangerous dog, an owner may request, on an annual basis, that the animal control authority review the designation and determine whether it should be removed. The owner must provide evidence that the dog's behavior has changed due to the dog's age, health, neutering, environment, completion of obedience training that includes modification of aggressive behavior, and/or other factors, and pay the fees associated with processing the request.

B. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority will provide its recommendation to the Police Chief that the dangerous dog or potentially dangerous dog designation should be rescinded. If the animal control authority instead determines that there is insufficient evidence to rescind the designation, there is no appeal from this decision, but the dog's owner may make the same request within one year.

C. The Police Chief shall review the animal control authority's recommendation that the designation be rescinded, together with all relevant evidence. The Police Chief shall also decide whether (1) an independent animal behaviorist should be hired at the dog owner's cost to evaluate the dog; and (2) whether any other members of the public should be notified about the request to remove the potentially dangerous or dangerous dog designation (i.e., the complainants involved in the original determination that the dog was dangerous or potentially dangerous,) and whether they should be asked to provide comment on the request.

D. After review of all of the evidence presented, the Police Chief shall issue a decision on the rescission of the potentially dangerous or dangerous dog designation. There is no appeal of the Police Chief's

decision, but the dog's owner may request another review not less than one year after the Chief's decision.

Section 2. 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 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of final passage. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE _TH DAY OF XXXXXXXXXXXXXXXX, 2019

Mayor Daryl Eiding

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney, Carol Morris

Date of Publication:

Effective Date: