

June 30, 2025

Jamie Carter, PE  
City of Puyallup, Development and Permitting Services  
333 S Meridian  
Puyallup, WA 98371

RE: Vector Development Company  
Freeman Logistics  
SEC. 17 & 20, TWP. 20 N., RNG. 4 E, W.M.  
Parcel No's 0420201121 & 0420201122

Dear Ms. Carter,

The City of Puyallup has received a development proposal from Barghausen Consulting Engineers on behalf of the Vector Development Company. In turn, The City of Puyallup has coordinated with Pierce County to obtain development review comments and conditions regarding the proposal because it impacts the County's flood risk reduction structure. Thank you for including us in this review process. Below are our responses to questions related to the initial April 21, 2025, review by the County.

Thank you very much for this detailed list of conditions. These have been forwarded to the project proponents and reviewed by us. To that end, I have some questions and comments:

Who will be the main contact for this coordination?

The point of contact for this development review proposal will be Todd Essman. Contact information: 253-377-7605 [todd.essman@piercecountywa.gov](mailto:todd.essman@piercecountywa.gov)

I am assuming that PC will not have an actual permit for this work and will have a lot of this verified through CoP inspectors and through email between engineering review staff. Is this a reasonable assumption? Yes. Also, can guarantees and reviews be initiated, submitted and properly received outside of a formal permit in PC? Likely.

SWM currently does not have a permitting mechanism for work impacting levees involving jurisdictional and/or developer related proposals. SWM staff will work directly with the City of Puyallup to work out development related issues and agreements for the Vector/Freeman Logistics proposal with the expectation that City of Puyallup staff will serve as the liaison between SWM and the Developer. Please coordinate with Todd Essman.

Here are some specific responses to the conditions:

- Provide PCSWM progressive engineering drawings for review (30%, 60%, 90% and Final PS&E) as the design progresses.
  - We don't have 30-60-90 submittals per se, but we will share each of the civil submittals as they come in (generally 3-4 of them), including the approved version of the civil plans and drainage reports. Noted and agreed.
- Provide PCSWM record drawings following installation of the utilities.

- We will share the final record drawings with PCSWM. Will PCSWM want to review these against inspection records and post construction survey, or will they receive the final version once Puyallup has done this?

A set of final record drawings should be sufficient. However, SWM should be involved with the inspection of the utility installation process for the segment(s) that impact the levee. The involvement and oversight provided by SWM's inspector should help facilitate an installation that meets SWM's conditions and eliminate surprises. Another benefit of SWM's presence during installation is that problems encountered during utility installation can typically be addressed immediately resulting in the savings of time.

- Provide a maintenance plan for the utilities.
  - Currently we are pushing for the lift stations be private (on private property) and the utility lines would be public requiring ownership and maintenance from the City of Puyallup. Would PC still want a maintenance plan for either of these? If so, where can guidance be found on creating a Maintenance Plan that conforms to PC standards?  
Depends. For utilities constructed within the prism of the levee or within the vicinity that could impact the levee should a problem with the utility occur, we would like to have a copy of a maintenance plan and have the ability to comment on the draft plan prior to final publication. Samples of maintenance criteria and plan development may be found in "**Pierce County Stormwater Management and Site Development Manual, July 2021**". This issue may require further discussion to clarify what SWM needs, which should clarify as the design progresses toward completion.
- Provide inspection and maintenance documentation over the performance period (24mo.)
  - **Noted. Are these self inspections or will PC inspectors be dispatched?**  
A SWM inspector needs to be invited to participate in the inspections during the performance period. When the time comes, please coordinate with SWM.
- All piping shall have watertight connections.
  - **Noted. Affirmed.**
- All trench backfill shall be of suitable materials per WSDOT standard specifications and achieve 95% compaction.
  - Provide compaction test results for verification and approval by PCSWM.
    - **Can City of Puyallup inspectors make the determination that the test results are adequate and report to PC, or will PC need to review each inspection report? Will PC inspectors be on site? If so, how are they paid, especially if there is no active PC permit?**  
Yes. Test results may be confirmed by City of Puyallup inspectors and shared with SWM. Test results must be shared with SWM as soon as they are available for confirmation. In the event that the contractor is having difficulty in achieving the noted compaction standard, contact SWM to collaborate on developing a solution. SWM expects that compaction specifications for the utility installation within the levee prism are informed by a geotechnical report completed by a licensed geotechnical professional.

- Utilities installed between Freeman Road to near the west terminus of the existing sidewalk near the southwest corner of parcel 042021-2073 shall be encased in Control Density Fill (CDF).
  - Compaction results must be verified and approved by PCSWM prior to placement of Control Density Backfill.
    - **Noted for the fill. Same question about inspections.**  
Same response as previous question. For clarification on the compaction requirement for the CDF, the compaction pertains to the subgrade prior to placement of the CDF.
- Any future relocation of the utilities required by Pierce County will be at the expense of the City of Puyallup.
  - **Noted. We may want to run this by the City Attorney.**  
We can discuss and collaborate on this issue in the near future.
- No work shall occur that could affect the levee structure lessening its flood risk reduction capability and capacity during flood season. Flood season is generally between October 1st and April 1st of any given year.
  - **Is this to say that no work can occur during flood season or that the work be specific in nature as to not affect the levy?**  
Work specific to the levee.
- It is the responsibility of the project proponent to obtain all necessary permits and adhere to applicable rules, ordinances and laws.
  - **Noted Affirmed.**
- Provide certificate of insurance
  - **CoP already verifies this for contractors working in the city. Is this what you are asking for?**  
Since the City verifies the insurance coverage of the contractor, please provide SWM with the verifications so our team can verify with the County's Risk Management Division that the coverage meets the County's standard. The County may need to be added as an additional insured party.
- Provide the following financial guarantees:
  - Reclamation Guarantee  
deficiencies relating to erosion control, site stabilization, or project abandonment
    - **Would the County be involved with reclamation on a project well within the City's borders? If this reclamation guarantee is secured by PC, does that then obligate PC, rather than CoP, to address the reclamation in the case of deficiencies or abandonment?**  
If the City of Puyallup indemnifies the contractor, should they fail to perform, then provide the County a written assurance of this. SWMs goal is to protect the County's asset and have assurances that it will be restored due to development related activities by the project proponent. Pierce County will waive the financial guarantee requirement and rely upon the City of Puyallup's process.

- Construction Guarantee

Required to ensure the completion of proposed improvements.

125% of the cost estimate for the scope of work

- If the project is reviewed and supervised by the City of Puyallup will there still need to be a Construction Guarantee? We will require a Performance Bond that is 150% of the construction estimate.

Same answer as previous item.

- Defect and Maintenance Guarantee.

15% of the total cost construction estimate

Time period of guarantee is 24mo

- Same question: we have a maintenance bond that replaces the performance bond. Does PC want to have their own guarantees in addition, or can we double up on this requirement?

Same answer as previous two items.

Thank you again for coordinating with Pierce County Surface Water Management to facilitate this development proposal. Should you have any further questions or want additional collaboration, feel free to reach out to me.

Sincerely,

Todd Essman, PE, CFM

Engineering Supervisor