



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, April 20, 2021 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

A. Discussion - Development Review

B. Discussion - Equity, Diversity and Inclusion (Trainings, Planning, etc.)

C. Discussion - Resolution - Mortensen Farm WSDOT ILA

D. Discussion - Ordinance - Concurrency Review Threshold

E. Discussion - Planning Commission Recommendation - Town Center

F. Discussion - Planning Commission Recommendation - Streetlights

G. Discussion - Planning Commission Recommendation - Sewers

H. Discussion - Purchase Order - Council Chamber Updates

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Development Review	Agenda Item #: 2.A
	For Agenda of: 4/20/2021
	Prepared by: Cory McVay, Darren Groth
Attachments (list): 1. March 2021 Permit Inspection Tally 2. Monthly Projects - Council Summary 3. Plat Construction Report	
Approval of Materials: Cory McVay, Darren Groth Jill Schwerzler-Herrera 4/15/2021 Dave Gray 4/15/2021 Daryl Eidingen 4/15/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: Reoccurring

Summary Statement:

The City's Community & Economic Development (CED) Department is entrusted by city council, citizens, and the State of Washington to provide growth management and development review, neighborhood preservation and revitalization, property inspection and maintenance, and other programs and business development services necessary to ensure health, safety, and quality of life to Edgewood residents. To carry out these responsibilities, CED staff members perform numerous customer interactions, code interpretations, permitting functions, project permit reviews, on-site inspections, code enforcement, and multiple other functions.

To summarize the departmental functions, staff created several reports to provide monthly status updates regarding the flow of project permits and inspections. These reports are attached to this agenda bill each month. In addition, the CED Dashboard is available for viewing online at any time by clicking [here](#). On a rotating basis, one of the three division managers from CED will present a quarterly update regarding their specific work group--in addition to the monthly reports.

Item History:

Development Review occurs on the 2nd Study Session of each month

Recommended Action:

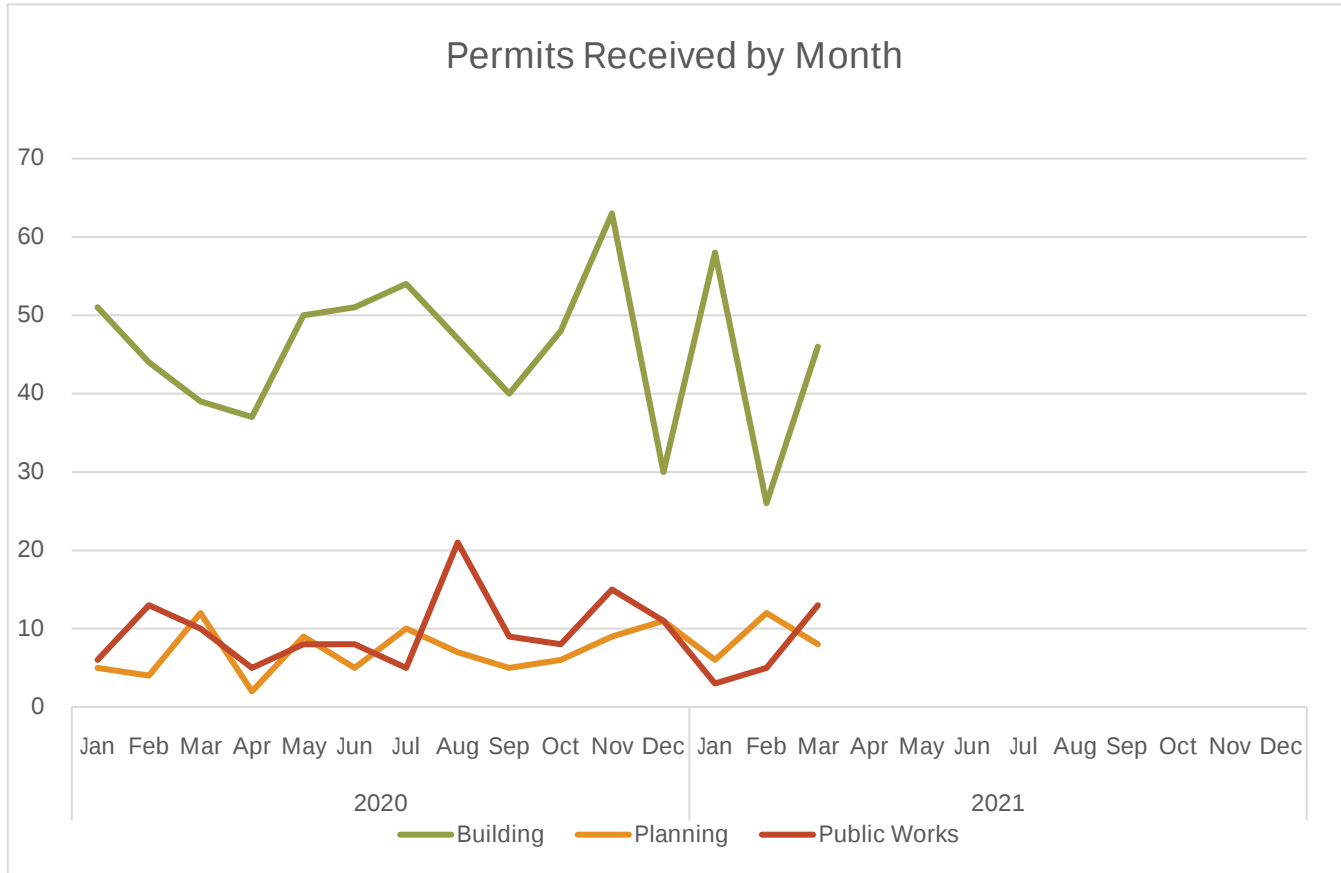
Hold a discussion and provide staff direction to Discussion - Development Review

Fiscal Note/Consideration:

N/A

Mar 2021

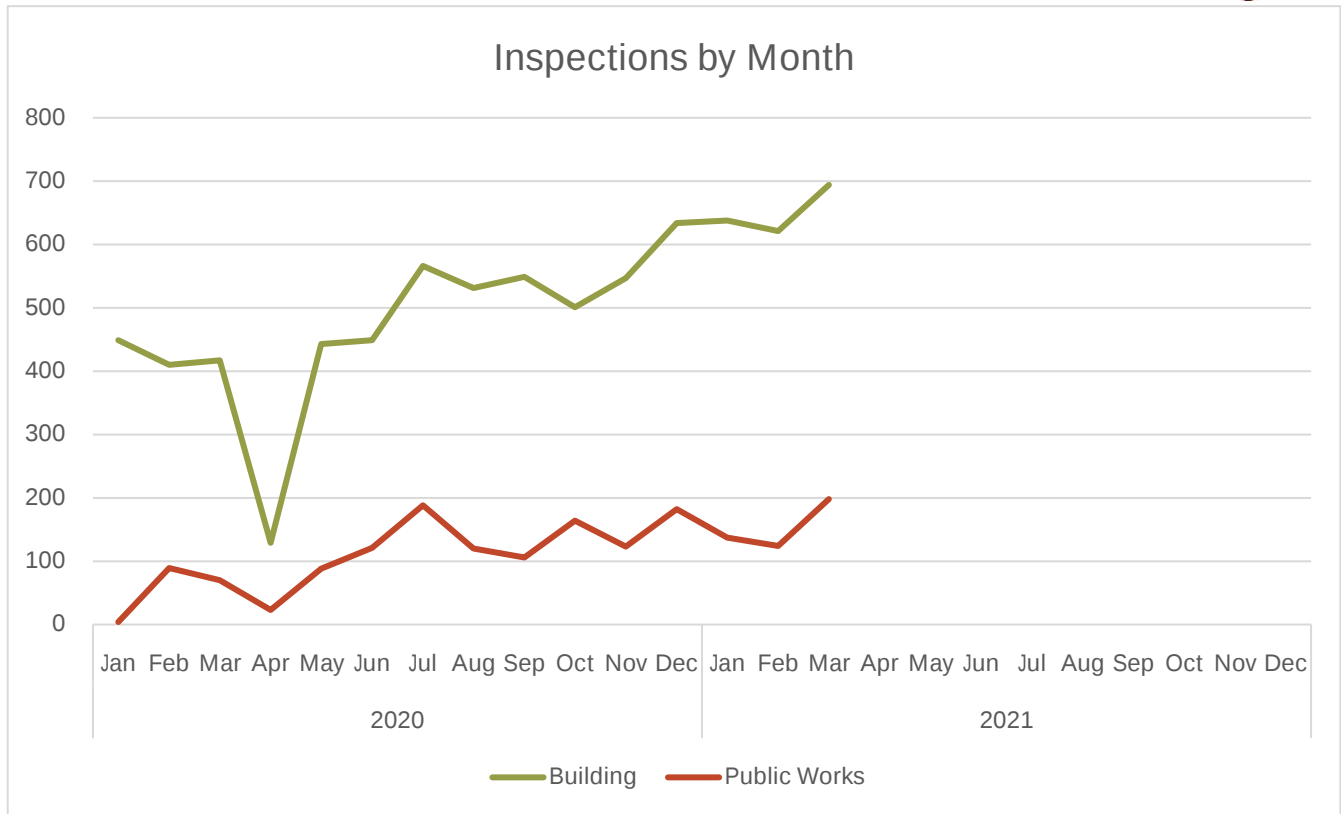
Monthly Development Report



Permits	Building		Planning		Public Works	
	Received	Issued	Received	Issued	Received	Issued
Mar 2021	46	59	8	5	13	9
Mar 2020	39	36	12	0	10	5
Average 2021	43	48	8	4	7	6
Average 2020	46	33	7	3	10	7
YTD 2021	130	144	26	13	21	18
YTD 2020	134	94	21	4	29	23
	Building		Planning		Public Works	
	Month	Received	Month	Received	Month	Received
Highest Month 2021	Jan	58	Feb	12	Mar	13
Highest Month 2020	Nov	63	Mar	12	Aug	21

Mar 2021

Monthly Development Report



<i>Inspections</i>	Building		Public Works	
Mar 2021	694		198	
Mar 2020	417		70	
Average 2021	651		153	
Average 2020	469		107	
YTD 2021	1953		459	
YTD 2020	1276		163	
	Building		Public Works	
	Month	Insp.	Month	Insp.
Highest Month 2021	Mar	694	Mar	198
Highest Month 2020	Dec	634	Jul	188

Pending Projects - Planning and Engineering Permits

45 Permits

Exported: 04/01/2021

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
BLA								
20-1396	STOKES BOUNDARY LINE ADJUSTMENT	909 MERIDIAN AV E	420033077	PLANNING	BLA	WAITING ON REVISIONS	08/04/2020	01/29/2021
21-1144	Prologis Park Edgewood	4120 90TH AV E	420163702	PLANNING	BLA	APPLICATION	03/24/2021	03/24/2021
CARC								
21-1156	CRITICAL AREA REVIEW CHECKLIST #21-1156	2520 122ND AV E	6025610011	PLANNING	CARC	APPLICATION	03/30/2021	03/31/2021
CLEAR AND GRADE								
19-1408	BEL YAYEVA CLEAR AND GRADE	11826 24TH ST E	420113150	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	08/21/2019	11/05/2020
20-1635	Tree clearing 3822 108th Ave E Edgewood WA 98372	3822 108TH AV E	420152028	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	12/08/2020	02/25/2021
20-1670	SINGH FENCING CLEAR AND GRADE	8306 36TH ST E	420171012	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	12/30/2020	02/25/2021
21-1111	K.M.S DRIVEWAY	8217 34TH ST E	420175007	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	03/04/2021	03/18/2021
CODE UPDATES AND CHANGES								
20-1663	RECONCILE COMPREHENSIVE PLAN AMENDMENT UPDATES			PLANNING	CODE UPDATES AND CHANGES	APPLICATION	12/28/2020	02/09/2021
20-1667	NATURAL ENVIRONMENT CHAPTER UPDATE	2224 104TH AV E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	12/30/2020	01/05/2021
20-1668	LAND USE GROWTH TARGETS UPDATE	2224 104TH AV E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	12/30/2020	01/05/2021
21-1061	PROLOGIS PARK PHASE II REZONE APPLICATION	4411 90TH AV E	420163074	PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	01/29/2021	03/09/2021
21-1086	TREE PRESERVATION CODE AMENDMENT			PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	02/08/2021	03/10/2021
21-1087	SIGN CODE AMENDMENT			PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	02/08/2021	03/10/2021
21-1125	830 West Valley Highway E, Edgewood, WA 98372	830 West Valley Highway E		PLANNING	CODE UPDATES AND CHANGES	APPLICATION	03/16/2021	03/23/2021
DESIGN STAND REVIEW								
20-1348	DHALIWAL TC LANDING DESIGN STANDARDS REVIEW	1914 MERIDIAN AV E	420091134	PLANNING	DESIGN STAND REVIEW	WAITING ON REVISIONS	07/13/2020	03/30/2021
PRE APP								
21-1080	FRONTIER AUTO SALES PRE-APPLICATION	1009 MERIDIAN AV E	420033140	PLANNING	PRE APP	INCOMPLETE	02/08/2021	03/30/2021
21-1081	36TH ST CHURCH PRE-APPLICATION	XXX 36TH ST E	420171002	PLANNING	PRE APP	INCOMPLETE	02/08/2021	03/30/2021
21-1102	HUCKE SHORT PLAT PRE-APPLICATION	1116 108TH AV E	420033017	PLANNING	PRE APP	UNDER REVIEW	02/26/2021	03/30/2021
SHORT PLAT - FINAL								
20-1615	DODDS SHORT PLAT FINAL SHORT PLAT	4902 EDGEWOOD DR E	420235048	PLANNING	SHORT PLAT - FINAL	WAITING ON REVISIONS	11/24/2020	03/16/2021
SHORT PLAT - PRELIMINARY								
20-1034	SMITH SHORT PLAT PRELIMINARY PLAT	2506 117TH AV E	420108013	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	01/23/2020	01/27/2021
20-1533	CONNOLLY SHORT PLAT PRELIMINARY SHORT PLAT	1711 122ND AV E	420112155	PLANNING	SHORT PLAT - PRELIMINARY	INCOMPLETE	10/26/2020	02/09/2021
20-1566	RUSEV SHORT PLAT PRELIMINARY PLAT	11516 8TH ST E	420038004	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	11/06/2020	03/23/2021
SITE DEVELOPMENT								

Pending Projects - Planning and Engineering Permits

45 Permits

Exported: 04/01/2021

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
17-1527	NORTHWOOD ESTATES WEST PHASE II SITE DEVELOPMENT	9609 24TH ST E	420091136	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	12/05/2017	01/15/2020
19-1401	BEREZNYOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	420096012	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	08/16/2019	03/31/2021
19-1413	WOLF POINT SUBDIVISION SITE DEVELOPMENT	XXX MERIDIAN AV E	420164094	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	08/27/2019	09/03/2020
20-1131	WAGNER SHORT PLAT SITE DEVELOPMENT	11226 18TH ST E	9770000069	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	03/18/2020	08/14/2020
20-1229	BARTH SUBDIVISION SITE DEVELOPMENT	3624 96TH AV E	420161087	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	05/19/2020	03/26/2021
20-1236	JENNA ACRES SHORT PLAT SITE DEVELOPMENT	1419 114TH AV E	420034061	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	05/20/2020	03/04/2021
20-1568	EAST PIERCE FIRE AND RESCUE FIRE STATION 118 SITE DEVELOPMENT	10105 24TH ST E	420091025	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	11/06/2020	03/05/2021
20-1624	DHALIWAL TC LANDING SITE DEVELOPMENT	1914 MERIDIAN AV E	420091134	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	11/30/2020	03/31/2021
20-1657	MICKELSON SUBDIVISION SITE DEVELOPMENT	2804 90TH AV E	420093089	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	12/22/2020	03/12/2021
21-1017	THE LEARNING EXPERIENCE SITE DEVELOPMENT	527 MERIDIAN AV E	420036070	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	01/15/2021	03/31/2021
21-1050	PHILLIPS RIDGE SITE DEVELOPMENT	XXX 86TH AVCT E	420081040	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	01/28/2021	03/09/2021
SITE PLAN REVIEW								
20-1630	3DA INC SITE PLAN REVIEW	10202 TO 10230 29TH ST E	420103106	PLANNING	SITE PLAN REVIEW	WAITING ON REVISIONS	12/04/2020	03/17/2021
21-1031	PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	4120 90TH AV E	420163702	PLANNING	SITE PLAN REVIEW	WAITING ON REVISIONS	01/22/2021	03/18/2021
21-1090	1315 MERIDIAN SITE PLAN REVIEW	1315 TO 1327 MERIDIAN AV E	7420000013	PLANNING	SITE PLAN REVIEW	INCOMPLETE	02/11/2021	03/30/2021
21-1129	Nightside Distillery	2908 MERIDIAN AV E	420094151	PLANNING	SITE PLAN REVIEW	APPLICATION	03/17/2021	03/19/2021
21-1135	SR 167/I-5 to SR 509 – New Expressway (Stage 1b) Project	2417 FREEMAN RD E	420084019	PLANNING	SITE PLAN REVIEW	APPLICATION	03/22/2021	03/22/2021
STREET USE								
21-015	ROW tree work	5108 CHRISSELLA ROAD EAST	420222066	PUBLIC WORKS	STREET USE	APPLICATION	03/22/2021	03/23/2021
SUBDIVISION - FINAL								
21-1051	ESTATES ON CALDWELL SUBDIVISION FINAL PLAT	4423 127TH AV E	6755000020	PLANNING	SUBDIVISION - FINAL	UNDER REVIEW	01/28/2021	03/22/2021
21-1159	Edgewood Estates	12220 12TH ST E	420023062	PLANNING	SUBDIVISION - FINAL	APPLICATION	03/31/2021	03/31/2021
SURFACE WATER								
19-1423	56TH ST E STORMWATER IMPROVEMENTS SEPA	13122 56th St E	420234043	ENGINEERING	SURFACE WATER	UNDER REVIEW	09/09/2019	09/17/2020
21-1114	HNW SHORT PLAT FRONTAGE IMPROVEMENTS	9605 18TH STCT E	420091127	ENGINEERING	SURFACE WATER	UNDER REVIEW	03/06/2021	03/26/2021
TRAFFIC CONCURRENCY								
20-1650	STORQUEST EXPRESS TRAFFIC CONCURRENCY	10308 16TH ST E	420102114	ENGINEERING	TRAFFIC CONCURRENCY	REVIEW PENDING PAYMENT	12/16/2020	01/06/2021
21-1124	3DA INC TRAFFIC CONCURRENCY	10202 TO 10230 29TH ST E	420103106	ENGINEERING	TRAFFIC CONCURRENCY	UNDER REVIEW	03/16/2021	03/22/2021

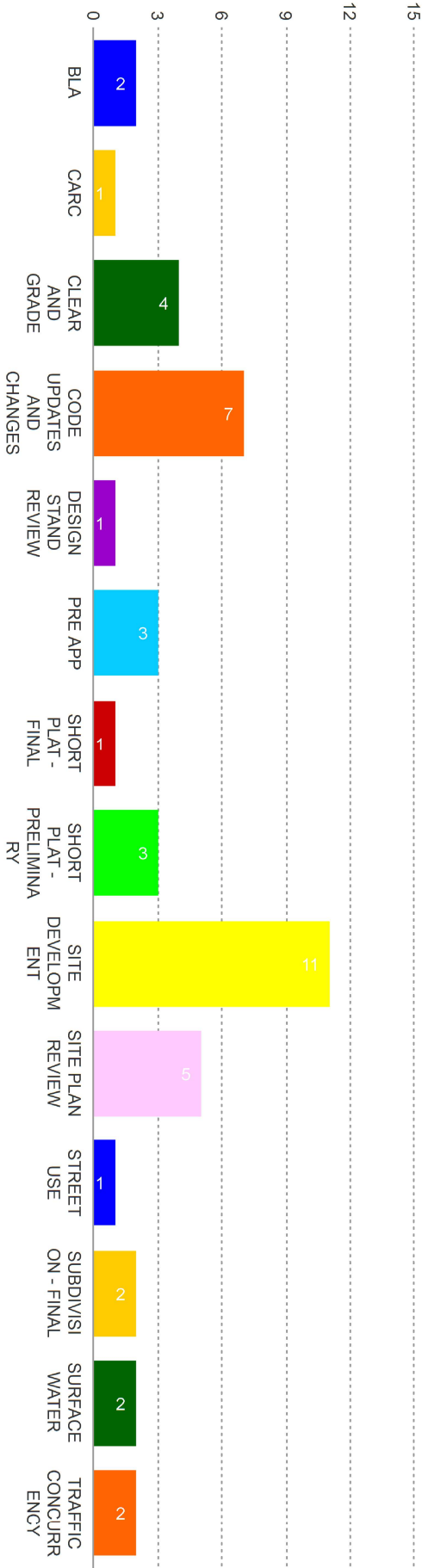
Pending Projects - Planning and Engineering Permits

45 Permits

Exported: 04/01/2021

Permit # Project Site Address Parcel Department Type Status Submitted Last Activity

Permits by Type



Plat Construction Tracking Report- April 2021

Preliminary Plat					Site Development	Final Plat		Buildout		
Submitted	Project	Address	Total Lots	Status	Status	Status	Lots Recorded	Completed Homes #	Completed Homes %	Completion Date
2020	HUNTINGTON SHORT PLAT	9605 18TH STCT E	3	APPROVED						
	RUSEV SHORT PLAT	11516 8TH ST E	2	APPLICATION						
	CONNOLY SHORT PLAT	1711 122ND AV E	3	APPLICATION						
	TEBALDI SHORT PLAT	4625 126TH AV E	2	APPROVED	N/A					
	PADEN SHORT PLAT	1302 114TH ST E	2	APPROVED						
	HARRISON SHORT PLAT	12121 42ND ST E	2	APPROVED						
	PHILLIPS RIDGE SUBDIVISION	XXX 86TH AVCT E	14	APPROVED	APPLICATION					
	DODDS SHORT PLAT	4902 EDGEWOOD DR E	2	APPROVED	N/A	APPLICATION				
	SMITH SHORT PLAT	2506 117TH AV E	2	APPLICATION						
2019	BJERK SHORT PLAT	9815 31ST ST E	2	APPROVED	N/A	APPROVED	2	1	50%	
	ESTATES ON CALDWELL SUBDIVISION	XXX CALDWELL RD E	6	APPROVED	FINALED	APPLICATION				
	JENNA ACRES SHORT PLAT	1419 114TH AV E	4	APPROVED	APPLICATION					
	SELLERS SHORT PLAT	11215 13TH ST E	2	APPROVED						
	WAGNER SHORT PLAT	11226 18TH ST E	3	APPROVED	APPLICATION					
	RAMSAUR SHORT PLAT	9505 24TH ST E	4	APPROVED	N/A	APPROVED	4	1	25%	
	BECKER SHORT PLAT	4122 CALDWELL RD E	2	APPROVED	APPLICATION	APPROVED	2	1	50%	
2018	BARTH SUBDIVISION	XXX 96TH AV E	37	APPROVED	APPLICATION					
	T GARRETT SHORT PLAT	10412 36TH ST E	2	APPROVED	ISSUED	APPROVED	2	1	50%	
	GRUBB SHORT PLAT	12325 48TH ST E	3	APPROVED						
	HEART & SOUL SHORT PLAT	9725 18TH STCT E	4	APPROVED	FINALED	APPROVED	4	1	25%	
	MICKELSON SUBDIVISION	2804 90TH AV E	10	APPROVED	APPLICATION					
	CHUMAKIN SHORT PLAT	2005 112TH AV E	4	APPROVED	FINALED	APPROVED	4	1	25%	
	BEREZNYOV SHORT PLAT	8904 20TH ST E	4	APPROVED	APPLICATION					
	ABEL SHORT PLAT	12321 16TH ST E	6	APPROVED	ISSUED					
2017	CIRILIUM (RESERVE AT HILLCREST) SUBDIVISION	12311 31ST ST E	18	APPROVED	FINALED	APPROVED	18	0		
	WOLF POINT SUBDIVISION	XXX MERIDIAN AV E	56	APPROVED	APPLICATION					
	GAGNON SHORT PLAT	2620 110TH AV E	2	APPROVED	FINALED	APPROVED	2	1	50%	
2016	VOLENTE SUBDIVISION	8626 33RD ST E	15	APPROVED	ISSUED	APPROVED	15	0		
	DOMUS TOWNHOMES PRD (THE WOODLANDS)	10525 11TH ST E	55	APPROVED	FINALED	APPROVED	55	17	31%	
	EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 2	8224 20TH ST E	67	APPROVED	FINALED	APPROVED	67	15	22%	
	GERVAIS SHORT PLAT	1607 112TH AVE E	3	APPROVED	APPROVED					
	NORTHWOOD ESTATES WEST SUBDIVISION- PHASE 2	9623 24TH ST E	41	APPROVED	APPLICATION					
	PASCOLO ESTATES SUBDIVISION	2806 117TH AVE CT E	19	APPROVED	FINALED	APPROVED	19	1	5%	
	EDGEWOOD TERRACE SUBDIVISION	2907 122ND AVE E	28	APPROVED						
2015	NICKLAUS (ASTER POINT) SUBDIVISION	2305-2307 94TH AVE CT E	38	APPROVED	FINALED	APPROVED	38	12	32%	
	CALDWELL CREST SUBDIVISION	4112 CALDWELL RD E	15	APPROVED	FINALED	APPROVED	15	15	100%	March 2021
	CALIBER SHORT PLAT	3312 106TH AVE E	6	APPROVED	FINALED	APPROVED	6	2	33%	
	EDGEWOOD ESTATES SUBDIVISION	12220 12TH ST E	14	APPROVED	ISSUED	APPLICATION				
	VIEW POINTE SUBDIVISION	10413 13TH ST E	44	APPROVED	FINALED	APPROVED	44	43	98%	
	MAPLE GROVE SUBDIVISION	2613 87TH AVE CT E	8	APPROVED	FINALED	APPROVED	8	8	100%	March 2021
	CURRAN ESTATES SUBDIVISION	412 114TH AVE E	9	APPROVED	FINALED	APPROVED	9	3	33%	
2014	LISITSYN SHORT PLAT	11120 COUNTY LINE RD E	6	APPROVED	FINALED	APPROVED	6	1	17%	
2013	WESTRIDGE SUBDIVISION	FREEMAN RD	360	APPROVED	FINALED	APPROVED	284	246	87%	



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.B
	For Agenda of: 4/20/2021
	Prepared by: Daryl Eidinger
Attachments (list): 1. Inclusion, Diversity and Equity Commission _ Pasco, WA - Official Website	
Approval of Materials: Daryl Eidinger Rachel Pitzel 4/12/2021	Expenditure Required:
	Amount Budgeted:
	Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement:

City Council is committed to creating a stronger and more inclusive community and believe that equity, diversity and inclusion is essential for our present and our future.

The EDI Subcommittee requested the link to Pasco's Inclusion, Diversity, and Equity Commission be included in the packet for discussion this evening and the following questions for Council to consider after reviewing the Pasco Inclusion, Diversity, & Equity Commission's information:

1. What is your main takeaway?
2. What would work in Edgewood?
3. What wouldn't work in Edgewood?

Item History:

Council has asked that this topic be a discussion item at all future study sessions for the foreseeable future.

Council has discussed Equity, Diversity and Inclusion trainings and planning at the following meetings:

09/01/2020 Study Session

09/15/2020 Study Session

09/29/2020 Study Session

10/06/2020 Study Session

10/20/2020 Study Session

11/03/2020 Study Session

11/24/2020 Study Session

12/05/2020 Part I - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood

12/12/2020 Part II - National League of Cities - REAL Action: Advancing Racial Equity in Edgewood

01/05/2021 Study Session

01/19/2021 Study Session

02/08/2021 Council Subcommittee Meeting

02/16/2021 Study Session
03/08/2021 Council Subcommittee Meeting
03/16/2021 Study Session
03/30/2021 Study Session
04/06/2021 Study Session
04/12/2021 Council Subcommittee Meeting

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A

Inclusion, Diversity and Equity Commission

In February 2018, the Pasco City Council approved a resolution ([Resolution 3820 \(PDF\)](#)) reinforcing the City's commitment to being an Inclusive City and creating a community Inclusivity Commission. The resolution declares the City as "...committed to embracing diversity and promoting equality among our workforce, residents, businesses and visitors..."

The resolution further provides for a seven member ad-hoc commission to assist the Council in its efforts to promote inclusivity in Pasco. The Commission is charged to "conduct activities... identify means... and make such recommendations to the City Council for action, education and guidance to foster an environment that includes, accepts, respects, and appreciates all members of our community."

The Council approved a name change [in June 2019](#) to the Pasco Inclusion, Diversity and Equity Commission and extended the terms of the Commissioners to December 2020.

Commission members must be residents who have lived within the Pasco City limits for at least one year, or who currently own a licensed business operating within the City.

Members

Position	Name	Position Term
1	Naima Chambers Smith	12/31/2020 to 12/31/2021
2	Maria Torres Mendoza	12/31/2020 to 12/31/2021
3	Joel Nunn-Sparks	12/31/2020 to 12/31/2021
4	Elouise Sparks	12/31/2020 to 12/31/2021
5	Jeffrey Robinson	12/31/2020 to 12/31/2021
6	Kyle Saltz	12/31/2020 to 12/31/2021
7	Carly Coburn	12/7/2020 to 12/31/2021

Meetings

The Commission meets at 6:00 pm - 7:30 pm the 3rd Wednesday of the month in the **Pasco Police Department Community Room**, 215 West Sylvester Street, Pasco, WA 99301 (location subject to change). **However, to best comply with Governor Inslee's Emergency Proclamation and extension regarding Open Public Meetings Act, the City is holding meetings virtually..please contact staff for additional information.**

Agenda & Minutes

Agenda and minutes for the Commission are available on the City's document storage portal [via this link](#).

City Staff Liaison

Angela Pashon, Senior Management Analyst
(509) 545-3458

Get Involved

If you are interested in joining the Inclusion, Diversity and Equity Commission, feel free to fill out a [Boards and Commissions Application](#).

CONTACT US

Pasco City Hall
525 N 3rd Avenue
Pasco, WA 99301
[509-544-3080](tel:509-544-3080)

Hours: Monday through
Friday
8 a.m. to 5 p.m.

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City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Resolution - Mortensen Farm WSDOT ILA	Agenda Item #: 2.C
	For Agenda of: 4/20/2021
	Prepared by: Jeremy Metzler
Attachments (list): - Draft GCB 3315 Edgewood_4-13-21 City Review - edits - Exhibit A for Edgewood ILA - Exhibit B for Edgewood - Exhibit C for Edgewood - Exhibit D for Edgewood	
Approval of Materials: Jeremy Metzler Jill Schwerzler-Herrera 4/15/2021 Dave Gray 4/15/2021 Daryl Eidinger 4/15/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 04/20/2021 SS 04/27/2021 RCM (Tentative)

Summary Statement:

The completion of State Route (SR) 167 between Tacoma and Puyallup is an integral component of the Washington State Department of Transportation (WSDOT) Puget Sound Gateway Program, and it is expected to become a vital connection for commuter and freight traffic in the region, some of which currently utilizes the SR-161 / Meridian Avenue corridor through Edgewood. In 2015, the State Legislature directed WSDOT to develop the Gateway Program as a coordinated corridor in collaboration with affected stakeholders. Further direction was given in 2017 to develop a Memorandum of Understanding (MOU) with local project stakeholders, identifying a schedule for stakeholders to provide local matching funds, and the City Council authorized said MOU by Resolution 18-0410 on June 12, 2018.

WSDOT plans to perform wetland mitigation, restoration, and enhancement on the Mortenson Farm property, being the upper reaches of their proposed Riparian Restoration Program (RRP). In lieu of a monetary contribution, the MOU identifies Edgewood's match as \$500,000 of "ROW in lieu" (i.e., value of City-owned property for said wetland work). Since execution of the MOU, staff has worked with WSDOT on accommodating 20 cfs of additional surface water discharge capacity through the RRP at no cost to the City. Finally, WSDOT submitted a Site Plan review application on March 22, 2021 (21-1135), initiating our local permit review for this project.

Attached for Council's review and discussion is the draft Interlocal Agreement formalizing the terms moving forward, including provision of the additional surface water capacity and transfer of property ownership for the duration of the project construction and monitoring phases. While staff has reviewed this draft, provided these comments to WSDOT, and does not expect any major changes, this draft is pending review by WSDOT's

legal team prior to final action. Staff will draft a resolution for Council's consideration following receipt of the final document from WSDOT.

Item History:

06/12/2018 RCM (Res. 18-0410)

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Resolution - Mortensen Farm WSDOT ILA

Fiscal Note/Consideration:

N/A

GCB 3315
INTERLOCAL AGREEMENT BETWEEN
WSDOT / City of Edgewood

This INTERLOCAL AGREEMENT (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the City of Edgewood (CITY), each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

- A. Pursuant to Chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement as part of the construction of the Puget Sound Gateway Program (PROGRAM).
- B. In 2015 the Washington State Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package.
- C. The Legislature directed that \$130 million of the \$1.875 billion PROGRAM funding is to come through local funding sources.
- D. The State Route (SR) 167 Completion Project (PROJECT) is part of the PROGRAM where WSDOT will construct a new highway from SR 161 to SR 509 as shown on Exhibit A.
- E. The CITY has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Exhibit B), commencing on July 1, 2018, acknowledging that the CITY is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the PROJECT at a local level.
- F. As part of its commitment, the CITY will convey the property known as Mortensen Farm towards the required local contribution for the PROJECT, commonly known as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, all lying northerly of Westridge Parkway E and 25th Street E, and shown on Exhibit C.
- G. WSDOT has performed hydraulic modeling per the request of the CITY and has concluded that the CITY will be allowed to convey to the Mortensen Farm property a maximum additional 20 cubic feet per second (cfs) of stormwater runoff from developed areas in the City of Edgewood in a 100-year recurrence flood event from the Surprise Lake Tributary, relative to estimated 100-year recurrent runoff peak rate that occurs in the creek based on 2020 basin conditions. The documentation of this hydraulic modeling is included as Exhibit D titled *Mortensen Farm/ Surprise Lake Tributary Hydraulic Capacity Analysis*.

NOW, THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A, B, C, and D, incorporated and made a part hereof, the Parties agree as follows:

IT IS MUTUALLY AGREED AS FOLLOWS:

Commented [JM1]: Adding some reference language here, in lieu of providing legal descriptions or other references elsewhere

1. General

- 1.1 This Agreement quantifies certain contributions of the CITY to be applied towards the PROJECT component of the PROGRAM and defines the roles and responsibilities between the Parties with respect to such contributions.
- 1.2 The PROJECT consists of constructing two (2) lanes in each direction from SR 161 to 54th Avenue E. and one (1) lane in each direction from 54th Avenue E. to SR 509; a new interchange at SR 161; a new diverging diamond interchange at I-5; a one-half (½) interchange at 54th Avenue E.; ramp connections to SR 509; new I-5 bridges for Hylebos Creek crossing; a shared-use path; riparian restoration and wetland mitigation along Hylebos Creek and Surprise Lake Tributary; and associated utility relocations and local street vacations, as generally shown in Exhibit A hereto.
- 1.3 The CITY is responsible for managing the additional 20 cfs that it will convey to the Mortensen Farm property, most likely through an allowable discharge for future permitted flood control projects, to be reviewed and vetted for compliance by all affected / applicable federal, state, and local agencies. Nothing in this Agreement obligates the City to any particular course of action with respect to managing the 20 cfs. The CITY is also responsible for documenting CITY projects that contribute additional stormwater and tracking the volume increase against the 20 cfs limitation. As an example, when the CITY reviews a permit for surface water compliance, the CITY verifies it meets Washington State Department of Ecology (Ecology) standards for on-site surface water mitigation (i.e., matching pre-developed conditions for runoff); if the CITY project is not able to meet the Ecology standards the CITY may allow an alternative compliance method for permittees that could include an incremental discharge to Surprise Lake Tributary. The City is also responsible for all of the improvements to the natural drainage channels and/or stormwater facilities necessary to convey the runoff to the Mortensen Farm property as to not cause erosion of the Mortensen Farm mitigation site. WSDOT agrees to grant the City any access rights necessary to allow the City to carry out its responsibilities outlined herein.
- 1.4 This Agreement is effective upon the last date of execution of both Parties and will terminate December 31, 2037, and/or 10 years after PROJECT Completion, whichever is sooner, unless mutually agreed to extend by the Parties.

2. Payment

- 2.1 The CITY agrees to convey to WSDOT certain real property (e.g., Mortensen Farm), in any form of conveyance agreed to by the Parties, for wetland mitigation required for the PROJECT component of the PROGRAM. The real property is shown ~~and described~~ in Exhibit C hereto (the "Property"). The value of the Property shall constitute the City's contribution toward the local funding commitment pursuant to the MOU. The Parties agree that WSDOT will retain the Property for approximately 10 years after the PROJECT is completed in order to meet the permit requirements from the US Army Corps of Engineers (ACOE) and Washington STATE Department of Ecology (Ecology). Upon final acceptance from the ACOE and Ecology, WSDOT will convey the ~~real p~~Property and any improvements back to the CITY by Quitclaim Deed, and/or any other form of conveyance agreed to by the Parties, as full (or part)

Commented [JM2]: Deleting as the property is not "described" in Exhibit C" – see prior comment

Commented [JJL3]: Is there going to be an exchange agreement as well or are we just going to donate/transfer the property back?

Commented [GL4]: This statute states that the department may enter into exchange agreements to convey properties that serve as environmental mitigation, but as long as sufficient language is included in this GCB, I don't see why a separate exchange agreement would be necessary.

consideration in exchange for the CITY assuming all future maintenance and operation obligations and costs required to maintain and operate the Property as the environmental mitigation site (the Property) in perpetuity in accordance with RCW 47.12.370 and the long-term management (LTM) plan developed by WSDOT.

- 2.2 The agreed-upon Quitclaim Deed, or other conveyance document, reconveying the Property back to the CITY, will be recorded pursuant to RCW 65.08.095, will incorporate GCB 3315 by reference, and will identify the CITY'S obligations of ownership, operation, maintenance, and preservation in perpetuity of the Property in accordance with RCW 47.12.370 and the LTM, and will contain the following language:

2.2.1 A reversionary clause that restricts the use of the Property as a mitigation site consistent with the preservation and management of said lands to ensure the long-term sustainability of the natural resource.

- 2.2.2 The LTM plan will be developed by WSDOT, as required by the permitting agencies, for the Mortenson Farm property mitigation site Property to ensure that the established mitigation site is managed to protect the natural condition of the site. WSDOT will develop a draft LTM plan that will be submitted to the US Army Corps of Engineers and Ecology for approval before the end of WSDOT's mitigation site compliance monitoring period, or by 2037, whichever is sooner. The approved LTM plan will specify the duration of the LTM period and the frequency of site inspections and qualitative assessments of the Mortenson Farm p Property mitigation site. The CITY will be responsible for implementing the LTM plan beginning at the end of the WSDOT's mitigation site compliance monitoring period, or by 2037, whichever is sooner. The CITY will submit the results of the LTM inspections and assessments to the US Army Corps of Engineers and Ecology as identified in the approved LTM plan schedule. The results of the LTM reports will include summaries of management activities the CITY has implemented as part of the on-going LTM of the site Property.

- 2.2.3 If the CITY fails to use and maintain the Property as required under the approved LTM Plan, said Property shall automatically revert back to WSDOT per Quitclaim Deed requirements if, after 30 days' written notice by WSDOT, the City fails to remedy the issue. In such circumstances, the City agrees to quitclaim said Property back to WSDOT immediately upon request by WSDOT.

Commented [JM5]: Added language, as this appears to address reconveyance after the project is complete and accepted.

Commented [JM6]: Suggested revisions, rather than having a subsection for one item.

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Commented [GL7]: What document is going to outline the City's maintenance obligations?

Commented [FS8R7]: I have learned that it will be a Long Term Management (LTM) Plan that will identify what type of maintenance is required once we have transferred the property back to Edgewood.

Commented [JM9]: Added language to clarify the condition for conveyance back to WSDOT

3. Contract Administration

- 3.1 By this Agreement, the Parties do not create any separate legal or administrative entity. The WSDOT Secretary of Transportation or their designee, and the CITY Mayor or their designee, shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4. Dispute Resolution

- 4.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two

members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for their own costs and fees.

5. Indemnification

- 5.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their official duties as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent or other wrongful acts or omissions, or the negligent or other wrongful acts or omissions of its employees, agents, contractors, consultants, licensees, or invitees, while acting within the scope of their official duties, contract, license, or invitation, related to this Agreement. Neither WSDOT nor the CITY will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence or other wrongful act or omission of the other party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the CITY, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the CITY's own negligence or other wrongful act or omission, or the negligence or other wrongful act or omission of its employees, agents, contractors, consultants, licensees, or invitees, while acting within the scope of their employment, contract, license, or invitation, related to this Agreement. WSDOT and the CITY agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

6. Venue

- 6.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in [Thurston Pierce](#) County Superior Court.

Commented [JM10]: Suggesting local venue, but not a dealbreaker

7. Contacts and Notices

- 7.1 Contact between the Parties, including but not limited to agreement administration and notices, will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City of Edgewood

Jeremy Metzler, Public Works Director
2224 104th Avenue E
Edgewood, WA 98372-1513
Phone: (253) 952-3299 x114
Email: jeremy@cityofedgewood.org

WSDOT

Steve Fuchs, Project Manager
PO Box 47440
Olympia, WA 98503
Phone (360) 357-2623
Email: fuchss@wsdot.wa.gov

8. Amendment

- 8.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

9. Severability

- 9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

10. No Third-Party Beneficiaries

- 10.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

11. Audits/Records:

- 11.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years after the termination of this ~~a~~Agreement. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

12. Signature Authority

- 12.1 The CITY Mayor or his designee was authorized to execute this agreement by the CITY Council on the day of , 2021, at a regularly scheduled meeting.

13. Recording

- 13.1 A copy of this agreement shall be filed with the Office of the Pierce County Auditor, and/or posted on the Parties' web sites as provided by law.

14. Working Days

14.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

15. Termination

15.1 As part of its commitment in entering into the Local Funding and Phasing Memorandum of Understanding with WSDOT, the CITY will convey the ~~p~~Property ~~known as Mortensen Farm~~ towards the required local contribution for the PROJECT. However, if for some reason WSDOT no longer needs the ~~Mortensen Farm~~Property for the PROJECT [e.g., WSDOT cancels the PROJECT], the CITY or WSDOT may terminate this Agreement by written concurrence of the other Party, and the Property shall be reconveyed to the CITY.

Commented [JM11]: Adding language to ensure reconveyance if project is cancelled for whatever reason.

15.1.1 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

16. Applicable Law

16.1 This Agreement does not relieve either Party of any obligation under applicable law.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Edgewood

Washington State
Department of Transportation

By _____

By _____

Date: _____

Date: _____

Approved as to Form

Approved as to Form

By _____

By _____

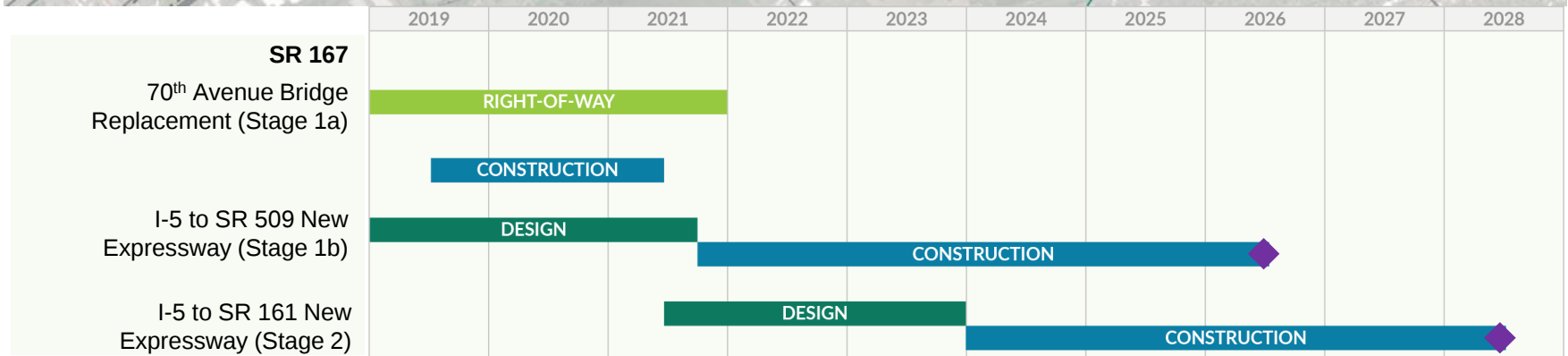
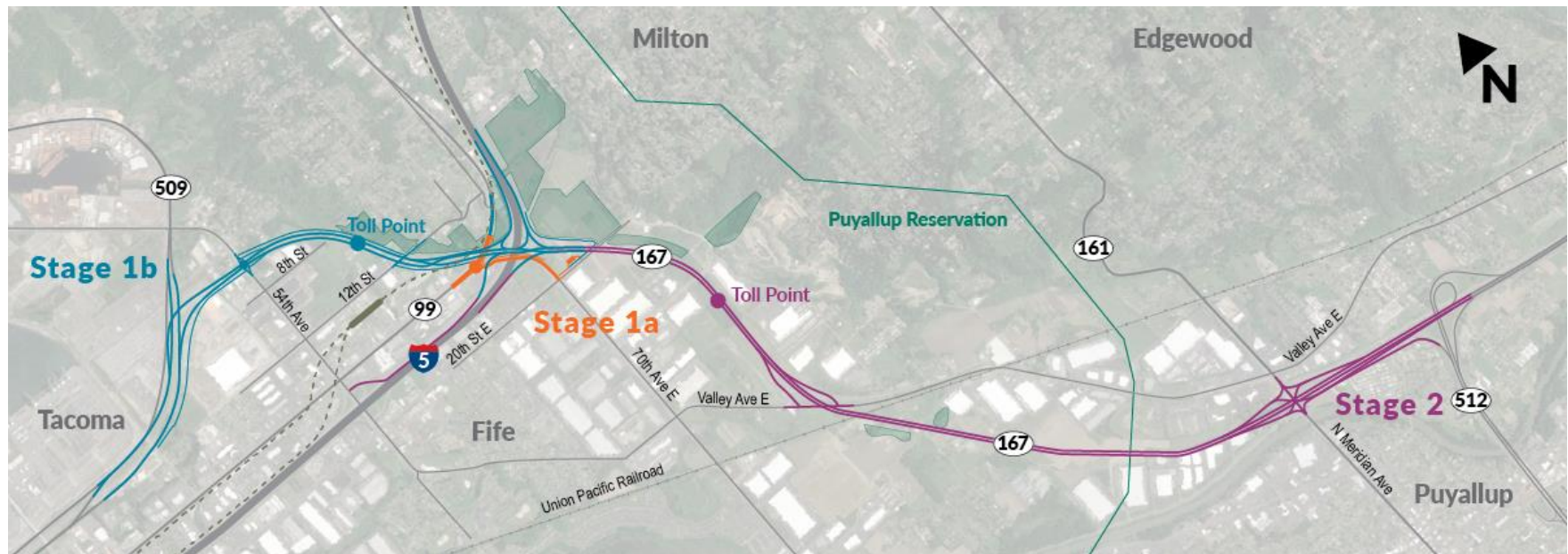
City Attorney—

Assistant Attorney General

Date: _____

Date: _____

SR 167 Completion Phase 1, Exhibit A





June 28, 2018

The Honorable Steve Hobbs
Chair
Senate Transportation Committee
P.O. Box 40444
Olympia, WA 98504-0444

The Honorable Judy Clibborn
Chair
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

The Honorable Curtis King
Ranking Member
Senate Transportation Committee
P.O. Box 40414
Olympia, WA 98504-0414

The Honorable Mark Harmsworth
Ranking Member
House Transportation Committee
P.O. Box 40600
Olympia, WA 98504-0600

In the 2017 Legislative session, Engrossed Senate Bill 5096 Section 306(20)(b) directed WSDOT to develop a Memorandum of Understanding (MOU) to fund the \$130 million from local agency partners for the Puget Sound Gateway Program included in the 2015 Connecting Washington transportation revenue package. Engrossed Senate Bill 5096 stated that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

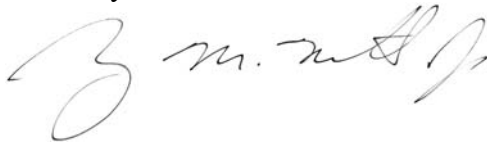
In October 2017, WSDOT began a stakeholder process to help establish the local contributions necessary to achieve the \$130 million in local funding. The resulting Funding and Phasing Subcommittee, made up of 18 affected jurisdictions, has met five times. From this group, a grant-focused strategy emerged as the most feasible way to fund the \$130 million. A key element of the grant-focused strategy was to identify smaller project elements within the Gateway Program that provide clear and measurable benefits to local jurisdictions, called “Local Nexus Projects.” The Funding and Phasing Subcommittee met regularly to establish a process for determining benefits derived from the Local Nexus Projects, align on contributions, and develop the MOU.

All 18 jurisdictions have endorsed and signed the attached Local Funding MOU.

Additionally, WSDOT and our local agency partners have already submitted four grant applications this spring for the Local Nexus Projects. We submitted three applications with the Puget Sound Regional Council (PSRC) and one with the Freight Mobility Strategic Investment Board (FMSIB). We received the FMSIB grant and two PSRC grants, totaling \$13 million, which combined with local match funding, brings the local contribution amount to over \$26 million for this initial grant cycle.

If you have any questions or would like to meet for an update on the [Puget Sound Gateway Program](#), please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Millar", written in a cursive style.

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

Puget Sound Gateway Program SR 167 and SR 509 Completion Projects

Local Funding and Phasing Memorandum of Understanding

1. Participating Parties

In addition to the Washington State Department of Transportation (WSDOT), the following Local Agency Partners constitute those parties currently participating in this Memorandum of Understanding pertaining to the local contribution requirement for the Puget Sound Gateway Program (Gateway Program):

- | | | |
|-------------------|-----------------------|--------------------|
| • Port of Seattle | • City of Burien | • City of Milton |
| • Port of Tacoma | • City of Des Moines | • City of Pacific |
| • King County | • City of Edgewood | • City of Puyallup |
| • Pierce County | • City of Federal Way | • City of SeaTac |
| • City of Algona | • City of Fife | • City of Sumner |
| • City of Auburn | • City of Kent | • City of Tacoma |

2. Background and Purpose of MOU

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Gateway Program through the Connecting Washington revenue package. The Gateway Program is comprised of two projects: the State Route 167 Completion Project and the State Route 509 Completion Project. These projects provide essential connections to the ports of Tacoma and Seattle and will help ensure that people and goods move more reliably through the Puget Sound region.

WSDOT is the lead project sponsor and is responsible for the planning, design and construction of the Gateway Program, as well as for its overall financial management. The program has been guided from its beginning by a Joint SR 167/SR 509 Executive Committee (Executive Committee), comprised of elected and appointed representatives of local jurisdictions served by the Gateway Program (Algona, Auburn, Burien, Des Moines, Edgewood, Federal Way, Fife, Kent, Milton, Pacific, Puyallup, SeaTac, Sumner, Tacoma, King County, Pierce County, Port of Seattle, and Port of Tacoma) as well as Federal Highway Administration, Washington State Transportation Commission, Washington State Department of Transportation, Puget Sound Regional Council, Sound Transit, Pierce Transit, and the Freight Mobility Strategic Investment Board.

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is \$1.875 billion, which includes local contributions of \$130 million. The program has been funded over a 16-year

timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

In the 2017 Legislative session new language was enacted (Engrossed Senate Bill 5096 § 306(20)(b)) requiring development of a Memorandum of Understanding (MOU) between the Local Agency Partners and WSDOT. The legislature directed that:

The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.

To this end, the Executive Committee of the Gateway Program convened a Funding and Phasing Subcommittee (Subcommittee) to develop a MOU that summarizes their planned future commitments and planned timing of those commitments to contribute to the SR 167 and SR 509 projects.

The Subcommittee goals include:

- Support efforts to build the Gateway projects on or ahead of schedule
- Create successful local partnerships
- Obtain sufficient local funding to build the Puget Sound Gateway projects
- Time grant-funding projects to support the project delivery schedule

The construct of local funding participation, when authorized by the legislative bodies of the relevant agencies through a series of forthcoming interlocal agreements, is based on the following projections:

	SR 167	SR 509	TOTAL
Port contributions	\$30 million	\$30 million	\$60 million
Federal INFRA grant	\$10 million	\$10 million	\$20 million
Local agency partner match	\$10 million	\$10 million	\$20 million
Other Grants (PSRC, FMSIB, TIB)	\$20 million	\$10 million	\$30 million
Total	\$70 million	\$60 million	\$130 million

3. Local Funding Strategy

A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called “Local Nexus Projects,” are designed to:

- Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
- Leverage the potential to access significant grant funding to support local funding assumptions

In support of the local funding strategy, Local Agency Partners shall:

- Participate, co-fund match, and submit grant applications with support from Subcommittee staff, as identified in Section 6 of this MOU
- Combine local monetary and in-kind contributions and project funds to ensure fully-funded applications, as identified in Section 6 of this MOU
- Support the grant effort and avoid competition with the local projects in the year of application

The following Local Nexus Projects have been identified within the north (SR 509) and south (SR 167) segments of the Gateway Program:

Gateway North (SR 509)	Gateway South (SR 167)
188 th South Ramps	Meridian West Ramps
SeaTac Access, with Ramps to 28 th /24 th Avenue South	54 th Avenue East Ramps
Veterans Drive Extension	Interurban Trail
Lake to Sound Trail	Valley Avenue West Ramps
	Port of Tacoma Access/SR 509 Spur
	70 th Avenue E Bridge Relocation

If Local Nexus, INFRA, and any other pending grant projects become fully funded, these projects will contribute substantially toward the Legislative requirement for local match. Funding commitments will be achieved via an interlocal agreement from each signing party up to the amounts presented in this MOU. Local Agency Partner signatories to this MOU understand that once the local contribution requirements set forth in ESB 5096 (\$130 million) is achieved, that Local Agency Partners will not be required to commit to additional funds beyond what is outlined in this MOU. If additional grant funding or additional funds from other sources are obtained that fulfill the \$130 million local contribution requirement, the Secretary of Transportation and the Executive Committee will review and determine to either reduce local agency partner match payments, or recommend expanding scope of the Gateway Program, and amend each signing party's interlocal agreement accordingly.

4. Local Participation Policy

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:

All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.

All Local Agency Partner signatories of this MOU expect to seek approval of interlocal agreements to contribute a match to be applied to Local Nexus Projects at a level that reflects their respective anticipated level of benefit, as identified in Section 6 of this MOU.

5. Benefit Assessment Methodology

The proposed financial participation by each partner is based on a general, qualitative assessment of the net benefits expected to be received by full completion of the Gateway Program. The assessment includes the following metrics, based on available project data and transportation modeling outputs:

- **Direct transportation linkages.** The location of direct access points for new limited access highways or other transportation infrastructure that benefits the community.
- **Effects on local sales taxes.** The impacts of the projects to sales tax receipts, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
- **Travel time savings.** Overall travel time savings for local car and truck traffic associated with the projects.
- **Traffic diversion from local streets.** The diversion of, or increase in, traffic on local arterials due to the project, with associated positive impacts to traffic safety and local road maintenance.
- **Effects on local employment.** The potential effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
- **Effects on developable residential lands.** The potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
- **Effects on developable employment lands.** The potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
- **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies.
- **Environmental and social benefits.** Environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration.

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.

6. Local Jurisdiction Anticipated Contributions to the Program

Based on results from the benefit assessment described in Section 5, contributions for each of the Local Agency Partners were determined by project stage in the tables below. Following execution of this MOU, interlocal agreements will be drafted for subsequent approval. Anticipated contributions only become binding commitments when embedded in interlocal agreements, and the conditions therein are approved by the proposed funding entity. Interlocal agreements between WSDOT and the respective Local Agency Partner must be in place for a project prior to issuance of the Request for Proposals (RFP) for any proposed construction contract. The interlocal agreements will become binding commitments, within the statutory authority of the Local Agency Partner, and will define the schedule of local match payments expected over the duration of each construction project stage.

WSDOT will exercise due diligence to develop and construct each project on schedule within the Gateway Program to the best of its abilities. Local Agency Partners will participate in project development reviews and project meetings in support of the Gateway Program.

If grant pursuits identified in the Stage 1 and Stage 2 tables below are not achieved sufficient to meet the \$130 million local contribution, additional grants will be pursued from the funding programs listed or from other funding programs that may become available over the life of the Gateway Program. If Local Nexus Projects go to construction without planned grants, the Local Agency Partner match funds will still be provided by agreement with WSDOT. If it is determined that a Local Nexus Project cannot be fully funded, WSDOT will review options with the Executive Committee. If an official decision is determined by the Executive Committee and the Secretary of Transportation that the Local Nexus Project is not to be included in a construction project, the Local Agency Partner match may be withdrawn.

Stage 1 Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
70 th Avenue E/Interurban Trail	\$32,245,600	FMSIB	\$5,000,000	Mar 2018	2019-2021	\$800,000 \$500,000 \$3,000,000	Fife Tacoma Port of Tacoma
		TIB	\$5,000,000	Aug 2018	2019-2021		
		State Capital & Transportation	\$1,400,000	Mar 2018	2019-2021		Fife
Veterans Drive/ SR516 Interchange	\$33,800,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,000,000	Kent
		TIB	\$5,000,000	Aug 2020	2021-2025	\$1,000,000	Kent
SeaTac Access	\$176,883,500	PSRC	\$4,500,000	Apr 2018	2021-2025	\$2,000,000 \$500,000	SeaTac (ROW in lieu) Des Moines

Port of Tacoma Access/509 Spur	\$323,042,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,500,000 \$3,000,000 \$800,000	Tacoma Port of Tacoma Fife
		FMSIB	\$5,000,000	Mar 2020	2021-2025		
All Gateway Program		INFRA	\$20,000,000*	Nov 2017	2019-2021		
SR 167 Stage 1		Port of Tacoma		Jan 2021	2021-2025	\$9,000,000	Port of Tacoma
SR 509 Stage 1		Port of Seattle		Jan 2021	2021-2025	\$15,000,000	Port of Seattle (expected in 2023-2025)
Total Stage 1			\$54,900,000			\$38,100,000	\$93,000,000

Stage 2 Future Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
Meridian Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Puyallup
Valley Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Pierce County
188 th Street Interchange improvements		TBD	TBD	2023	2026-2030	TBD	SeaTac
SR 167 Stage 2		TBD	\$4,000,000	2022	2026-2030	\$500,000 \$500,000	Edgewood (ROW in lieu) Sumner
		Port of Tacoma		Jan 2026	2026-2030	\$15,000,000	Port of Tacoma
SR 509 Stage 2		TBD	\$4,000,000	2024	2026-2030		
		Port of Seattle		Jan 2026	2026-2030	\$15,000,000	Port of Seattle
Total Stage 2			\$14,000,000			\$35,000,000	\$49,000,000
Total Stages 1 & 2			\$68,900,000			\$73,100,000	\$142,000,000

* – If no INFRA, apply for FHWA BUILD grant for Port of Tacoma Access (SR 509 Spur)

TBD – grant funding program pursuit to be determined in future

7. Terms and Termination

7.1. Amendments

This MOU shall be periodically reviewed and evaluated regarding the need for modifications or amendments by mutual determination of WSDOT and Local Agency Partners. Amendments to the MOU shall be required if program funding assumptions need to be adjusted that affect the ability to construct the identified Local Nexus Projects or the ability to achieve the \$130 million local contribution. Such amendments shall only be binding if they are in writing and signed by authorized personnel from all of the Local Agency Partners. Except as set forth in an amendment, the MOU will be unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict

between an amendment and the MOU or any earlier amendment, the terms of the most recent amendment will prevail.

If there is a conflict between subsequent interlocal agreements and the MOU or any earlier amendments, the terms of the interlocal agreements will prevail.

Changes that do not affect the ability to construct the identified Local Nexus Project or achieve the \$130 million local contribution shall be addressed through the interlocal agreement between WSDOT and the relevant Local Agency Partner.

7.2. Dispute Resolution

Should any signatory to this MOU object at any time to any actions proposed or the manner in which the terms of this MOU are implemented, the Executive Committee shall hear the dispute first and if the disputant(s) is/are not satisfied with the Committee's proposed decision, the Committee will send to the Secretary of Transportation its proposed solution and all documentation relevant to the dispute. The Secretary of Transportation shall provide the Executive Committee with his/her advice on how to resolve the dispute within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Executive Committee shall prepare a written response that considers any timely advice or comments regarding the dispute from the Secretary of Transportation, signatories and other interested parties, and provide them with a copy of this written response. WSDOT will then proceed according to this final decision.

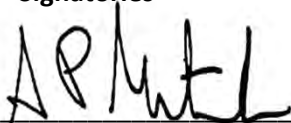
7.3 Conditions for Termination of Participation

Subject to legislative appropriation and all applicable laws, each signatory shall ensure that the Gateway Program is carried out in accordance with the terms of the MOU and subsequent interlocal agreements. A signatory may terminate its participation in this MOU if its terms cannot be met and by providing written notice to the Secretary of Transportation and the Executive Committee a minimum of 180 calendar days before a project issues an RFP that relies on that local agency partner funding. Prior to providing written notice terminating participation, however, the signatories shall consult with WSDOT to determine whether an amendment to the MOU might be feasible. If a signatory terminates its participation, WSDOT will then consult with the Executive Committee to determine if project scope elements need to be removed if contributions are not realized in accordance with this understanding.

8. Period of Agreement.

This MOU will commence on July 1, 2018 and will dissolve when the \$130 million of local contribution have been secured, or when the Local Nexus Projects have been constructed and are complete.

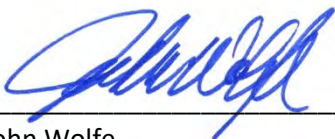
9. Signatories



Stephen P. Metruck
Executive Director
Port of Seattle

6/21/18

Date



John Wolfe
Chief Executive Officer
Port of Tacoma

5/30/18

Date



Dow Constantine
County Executive
King County

6/22/18

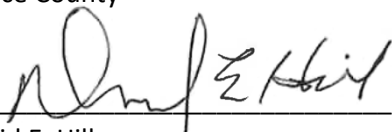
Date



Bruce Dammeier
County Executive
Pierce County

5/30/18

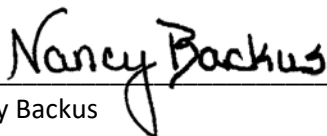
Date



David E. Hill
Mayor
City of Algona

6/25/18

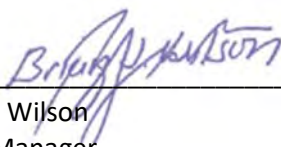
Date



Nancy Backus
Mayor
City of Auburn

6/11/18

Date



Brian Wilson
City Manager
City of Burien

6/17/18

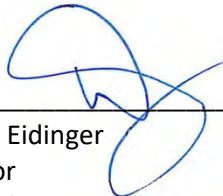
Date



Michael Matthias
City Manager
City of Des Moines

6/26/18

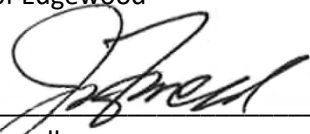
Date



Daryl Eidinger
Mayor
City of Edgewood

6/13/18

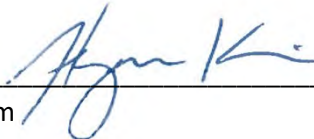
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Jim Ferrell
Mayor
City of Federal Way

6/20/18

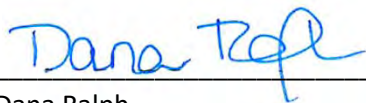
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Hyun Kim
City Manager
City of Fife

6/20/18

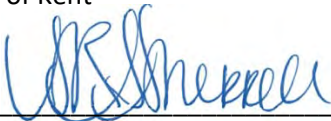
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Dana Ralph
Mayor
City of Kent

6/26/18

Date



Shanna Styron-Sherrell
Mayor
City of Milton

6/21/18

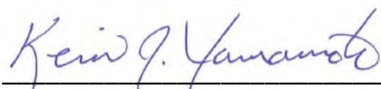
Date



Leanne Guier
Mayor
City of Pacific

6/21/18

Date



Kevin Yamamoto
City Manager
City of Puyallup

6/12/18

Date

Appas Form:
Malythyn and Butolo, Seatac

Joseph Scorcio
City Manager
City of SeaTac

6/28/18

Date

William L. Pugh

William L. Pugh
Mayor
City of Sumner

6/8/18

Date

Elizabeth A. Pauli

Elizabeth A. Pauli
City Manager
City of Tacoma

6/27/18

Date

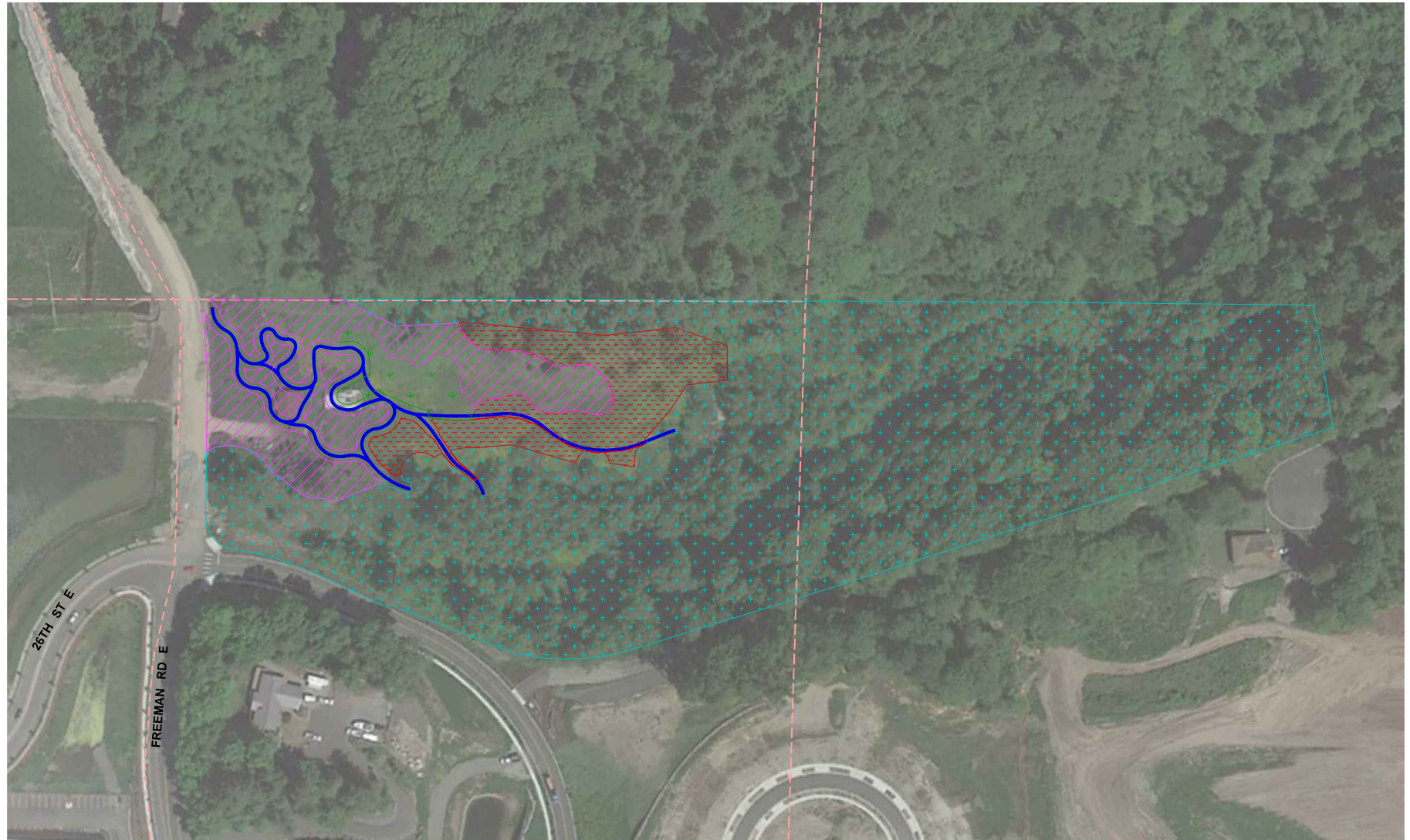
Roger Millar

Roger Millar
Secretary of Transportation
Washington State Department of Transportation

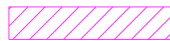
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Date

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**NATIVE VEGETATION
PROTECTION ZONE**



SCRUB SHRUB WETLANDS

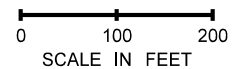


WETLAND FOREST



EMERGENT WETLAND

**DRAFT
PRELIMINARY**
Subject to Revision



**Washington State
Department of Transportation**

GCB 3315 - EXHIBIT C

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DATE: 7/16/2020

TIME: 12:27:50 PM

SR 167 Completion Project

Mortensen Farm/Surprise Lake Tributary Hydraulic Capacity Analysis

July 2018

Note:

Some pages in this document have been purposely skipped or blank pages inserted so that this document will copy correctly when duplexed.



SR 167 Completion Project

Mortensen Farm/Surprise Lake Tributary Hydraulic Capacity Analysis

July 12, 2018



Submitted by:
Washington State Department of Transportation
SR 167 Completion Project

Prepared by:
Herrera Environmental Consultants, Inc.
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Seattle, Washington 98121
Telephone: 206-441-9080

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Revision History

Date	Revision
July 2, 2018	Initial draft submittal.
July 12, 2018	Final document.

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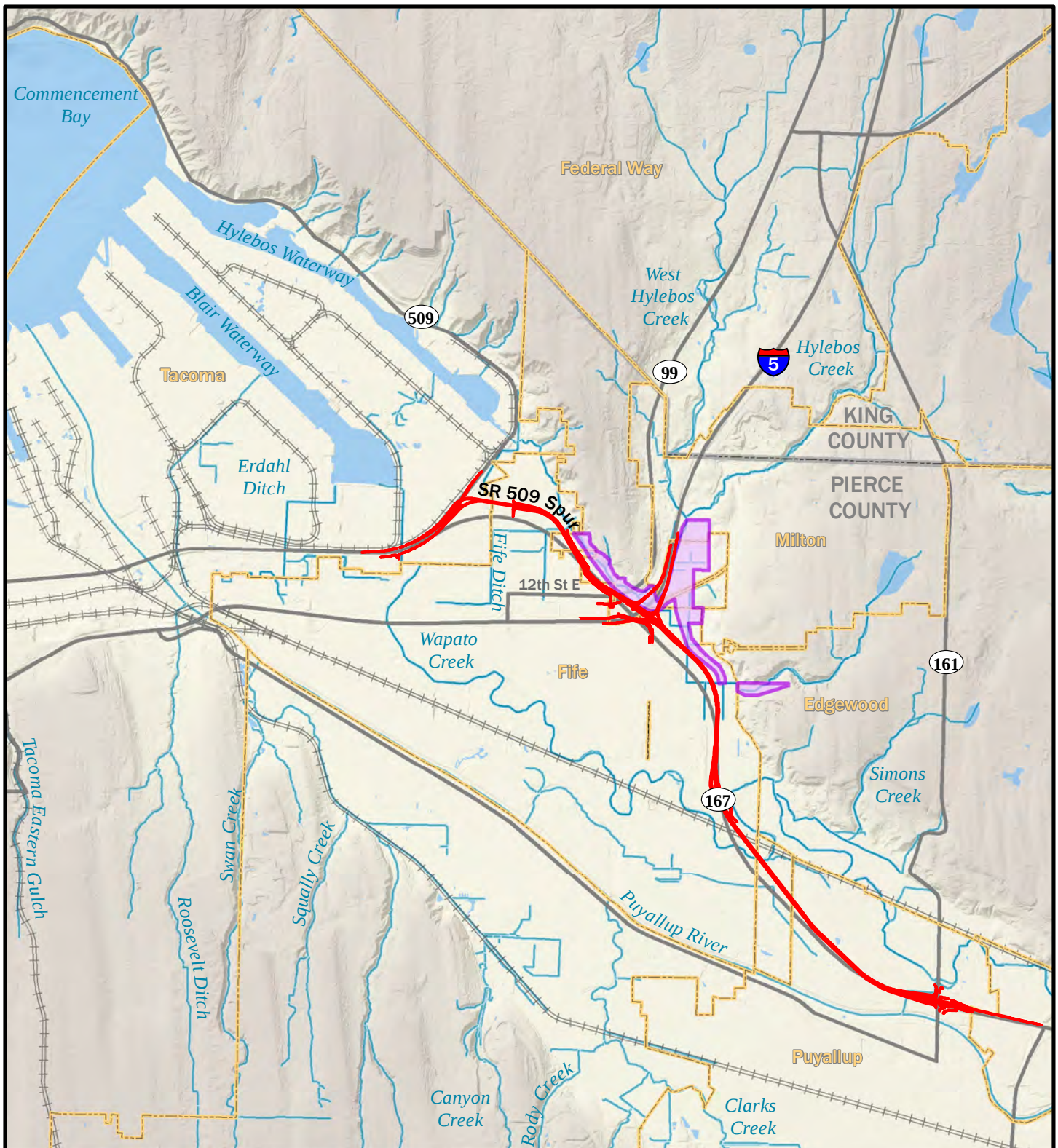
1. Introduction

The Washington State Department of Transportation (WSDOT) is preparing conceptual design of a new freeway that will extend State Route (SR) 167 from its current terminus in Puyallup to connect with SR 509 in Tacoma. The SR 167 Completion Project (the project) will require significant alterations to Hylebos Creek, Wapato Creek, and associated tributary streams. In previous planning for this project, WSDOT developed a Hylebos Riparian Restoration Program (RRP) for a suite of creek and riparian improvements that would completely mitigate project impacts on the creek system and associated buffers while enhancing ecological functions (WSDOT 2008). The RRP approach encompasses realigning thousands of feet of creek channels, installing five new and improved creek crossings at Interstate 5 (I-5), SR 99, and local roads upstream and downstream of I-5, eliminating nine existing creek crossings, and creating or enhancing dozens of acres of wetlands amid the 190-acre footprint of the RRP (which includes buffer areas for wetlands and creek channels). A conceptual plan illustrating the proposed alignment of the highway and the affected creek channels is shown in Figure 1.

Surprise Lake Tributary emanates in the city of Edgewood and flows into Hylebos Creek on the valley floor amid the SR 167 project area. The City of Edgewood is interested in the potential for the Surprise Lake Tributary segment of the Hylebos RRP to handle increased flows related to planned developments in exchange for WSDOT use of a property known as the Mortensen Farm site for wetland mitigation linked to the RRP. This report documents analysis of the hydraulic capacity of the proposed Surprise Lake Tributary channel and floodplain improvements downstream of the Mortensen Farm site relative to existing streamflow characteristics.

1.1 Background

Mortensen Farm is a 12-acre property that the City of Edgewood acquired in 2003 to moderate stormwater runoff from the Surprise Lake Tributary drainage basin within the city. The property is located immediately upstream of the Freeman Road crossing of Surprise Lake Tributary (Figure 1). The Freeman Road East (hereafter called Freeman Road) crossing was recently reconstructed as a part of the City of Fife's Freeman Road Improvement Project. Mortensen Farm was identified in the original RRP as a desirable wetland mitigation site for the project (WSDOT 2008). If WSDOT uses this site for wetland mitigation, the City of Edgewood will not be able to use it for stormwater flow control, and therefore the City is interested in the potential for the RRP to address its flow control interests downstream of Mortensen Farm.



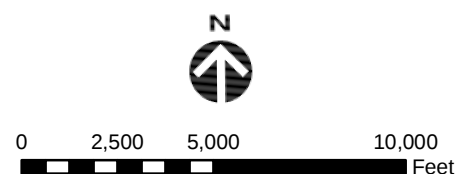
Legend

- Proposed SR 167 and SR 509 spur alignment
- Hylebos RRP Area
- City limit
- County line
- Stream

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Figure 1.
Vicinity and Site Map for SR 167
Completion Project in Fife, Washington.



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The focus of the hydraulic analysis documented in this report is on the effects of increased flows in Surprise Lake Tributary at two locations: 1) the culvert crossing at Freeman Road, and 2) the proposed new Hylebos Creek bridge at I-5, and how the RRP can be designed to accommodate increased flows without adverse impacts at these two locations. These are critical locations constraining the RRP design because the roadway elevation at both is relatively low and vulnerable to being overtopped by flood water. Other roadway and trail crossings along the length of the proposed RRP can easily be adapted and designed to accommodate increased flows.

2. Methodology

The hydraulic analysis consisted of two components. The first component was an assessment of the Freeman Road culvert. The Surprise Lake Tributary culvert beneath Freeman Road immediately downstream of Mortensen Farm was replaced in 2017. It is assumed that the flow conveyance capacity at this road crossing will be unchanged for decades to come with no impetus to replace the culvert once again. The second component was two-dimensional hydraulic modeling of the proposed RRP downstream of Freeman Road to determine the extent to which design of the new stream channels and floodplain areas can be adjusted to accommodate increased flows without raising the peak water level at the new I-5 bridge crossing of realigned Hylebos Creek.

2.1 Freeman Road Culvert Assessment

The Freeman Road culvert was replaced in 2017 as a part of a City of Fife project to improve Freeman Road. Although Barghausen (2016) describes most of the hydrologic and hydraulic calculations for construction of the road improvements and adjacent development, it did not include a hydraulic analysis of the new culvert. After further investigation, it was discovered that Soundview Consultants LLC (Soundview) prepared a Fish and Wildlife Habitat Assessment and Conceptual Restoration Plan (Soundview 2014), which supplemented the Barghausen (2016) design. Soundview (2014) contains more details about the culvert, including conceptual design drawings and rationale for design decisions, but a formal hydraulic analysis is not presented in this document.

The assessment documented herein of the new culvert's conveyance capacity consisted of surveying the culvert invert at the upstream and downstream ends and using that information to calculate its conveyance capacity using the HY-8 program.

2.1.1 Survey

Herrera staff performed a rudimentary survey of the culvert in May 2018. Definitive culvert survey was completed by WSDOT in June 2018. Herrera obtained those survey results shortly thereafter, and found that the surveyed elevations align with Herrera's field observations and measurements. All elevations discussed in this memo are referenced to the NAVD 88 vertical datum.

2.1.2 Hydrology

The latest available land cover data set (USGS 2014) was used in combination with an assumption of till, the dominant soil type (Troost 2004), to estimate the peak flow generated in the 100-year recurrence flood event in Surprise Lake Tributary using MGSFlood software. This approach for peak flow estimation differs slightly from the hydrologic data used for RRP hydraulic modeling, which is based on a HSPF hydrologic model of the entire Hylebos Creek watershed, because the HSPF model used an older land cover data set for the Surprise Lake Tributary basin. With MGSFlood it was simple to modify the land cover input information and quickly produce sufficiently accurate results for this analysis.

The updated hydrologic analysis specific to the Surprise Lake Tributary also did not focus on the entirety of the Surprise Lake Tributary basin, like the HSPF model does. The updated hydrologic analysis focused on only those parts of the basin within the city of Edgewood, which encompass most of the basin area downstream of Surprise Lake. The lake, which is in the city of Milton, likely attenuates peak flows entering it.

The land use information entered in MGSFlood represents maximum possible build-out conditions based on City of Edgewood zoning maps and assuming that 80 percent of the existing pervious landscape will be converted to impervious surfaces in the future, except for City-defined critical areas, which were assumed to remain undeveloped/pervious. After discussion with Jeremy Metzler, City of Edgewood Public Works Director, it was determined that additional flow should be added to that calculated with MGSFlood because the City of Edgewood is planning a drainage system that will route more flow into Surprise Lake. Based upon this conversation, 20 cubic feet per second (cfs) was added to the 100-year flood magnitude generated by MGSFlood. The resultant peak flow was evaluated to determine if the RRP can accommodate it while still meeting all of WSDOT's RRP goals.

2.1.3 Hydraulics

The hydraulic analysis of the Freeman Road culvert was based on the Federal Highway Administration's HY-8 model. The cross-sectional area of flow conveyance at the upstream end of the culvert was used for this calculation because it is lesser than the cross-sectional area of conveyance at the downstream end (as of June 2018). Figure 2 presents the HY-8 input data. A tailwater elevation was assumed that closely approximates the tailwater observed during the field survey in May 2018. It is important to note that higher tailwater could be present during heavy rainfall periods.

Crossing Data - Mortensen Culvert

Crossing Properties

Name:

Parameter	Value	Units
DISCHARGE DATA		
Discharge Method	Minimum, Design, and Maximum	
Minimum Flow	10.000	cfs
Design Flow	115.000	cfs
Maximum Flow	500.000	cfs
TAILWATER DATA		
Channel Type	Trapezoidal Channel	
Bottom Width	14.250	ft
Side Slope (H:V)	2.000	_: 1
Channel Slope	0.0100	ft/ft
Manning's n (channel)	0.035	
Channel Invert Elevation	18.600	ft
Rating Curve	View...	
ROADWAY DATA		
Roadway Profile Shape	Constant Roadway Elevation	
First Roadway Station	0.000	ft
Crest Length	14.250	ft
Crest Elevation	31.100	ft
Roadway Surface	Paved	
Top Width	80.000	ft

Culvert Properties

[Add Culvert](#)

[Duplicate Culvert](#)

[Delete Culvert](#)

Parameter	Value	Units
CULVERT DATA		
Name	Mortensen Culvert	
Shape	User Defined	
Material	Corrugated Metal Riveted or Welded	
Coordinates	Define...	
Span	11.913	ft
Rise	3.500	ft
Embedment Depth	0.000	in
Manning's n (Top/Sides)	0.024	
Manning's n (Bottom)	0.024	
Culvert Type	Straight	
Inlet Configuration	Thin Edge Projecting	
Inlet Depression?	No	
SITE DATA		
Site Data Input Option	Culvert Invert Data	
Inlet Station	0.000	ft
Inlet Elevation	19.400	ft
Outlet Station	80.000	ft
Outlet Elevation	18.600	ft
Number of Barrels	1	

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Figure 2. HY-8 Model Inputs for the Freeman Road East Culvert.

2.2 2D Hydraulic Modeling of RRP Corridor Downstream of Freeman Road

The methodology for the RRP hydraulic modeling is described in a document titled *Hydraulic Modeling Approach Memorandum for Hylebos Creek* (Herrera 2017), and in an upcoming memorandum describing model results of existing conditions in the RRP area (Herrera 2018). The two-dimensional hydraulic modeling for the RRP is using two different models—SRH-2D and RiverFlow2D—both of which were developed using the same input data and calibrated to observed flood high water marks observed in the past. For the purposes of the analysis documented in this report, RiverFlow2D was used due to its speedier computational run times.

The input hydrology in this hydraulic model is based on the Hylebos Creek watershed HSPF modeling that was done for the original RRP concept design (WSDOT 2008), with 20 cfs added to the entire 100-year flood hydrograph related to the plans for routing more flow (up to 20 cfs) into Surprise Lake as described above. Because this flow is maintained throughout the hydrograph, it is conservative with respect to actual hydraulic loading on the culvert.

The RRP hydraulic model does not include a culvert at the Freeman Road crossing because model calibration results indicated that the presence of the culvert does not affect the calibration (Herrera 2018). Excluding a culvert at Freeman Road made the hydraulic model more stable, and does not affect model results between Freeman Road and I-5.

3. Results

This section presents a detailed description of the Freeman Road culvert assessment results and 2D hydraulic model results for effects at the future I-5 bridge crossing of Hylebos Creek. The two-dimensional hydraulic model results include water surface elevation and flow velocity, both of which are important in assessing potential effects of increased flow in the system downstream of Mortensen Farm.

3.1 Freeman Road Culvert Assessment

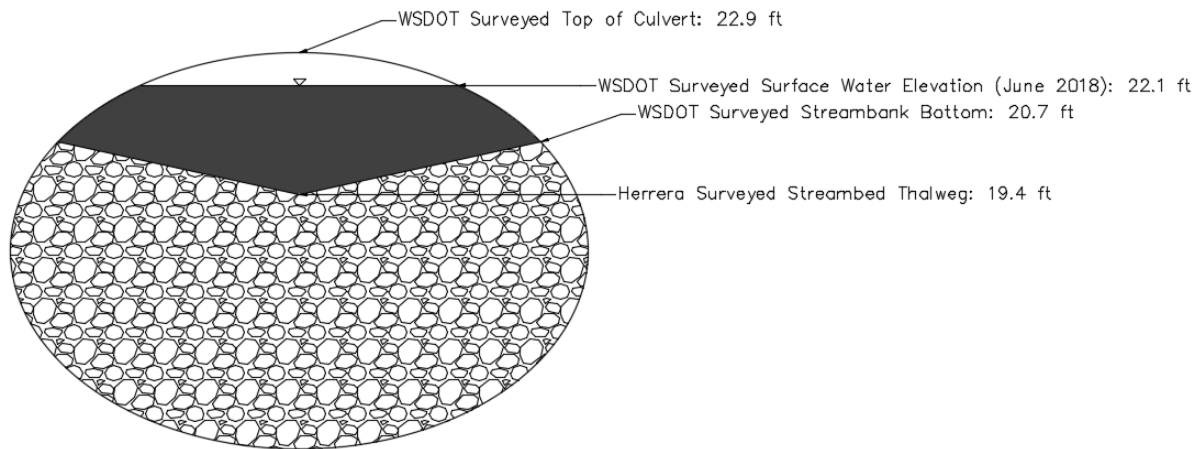
3.1.1 Survey

The as-built plans provided by the City of Fife for the culvert do not clearly define the culvert invert elevations. The updated ground surface elevation shown on the as-built plans, which replaced ground surface elevations shown in the design plans, are close to the elevations surveyed by WSDOT in June 2018. However, the “top of pipe” elevation was not

updated, as indicated by the inconsistency of the ground surface being comparable to the “top of pipe” elevation in the drawing.

The new WSDOT survey, supplemented by in-channel dimensions collected by Herrera, yields complete cross-sections capable of being modeled by HY-8. Figure 3 illustrates these two cross-sections, along with relevant elevations (in NAVD 88). It is important to note that the top of the upstream end of the culvert is 0.7 foot lower than the top of the downstream end of the culvert. This adverse slope reduces conveyance capacity of the culvert. Further reducing culvert capacity is the low elevation of the culvert compared to the groundwater table. Even during low flow conditions in the summer, there is less than a foot of freeboard between the downstream water surface elevation and the crown of the culvert at its outlet.

Upstream



Downstream

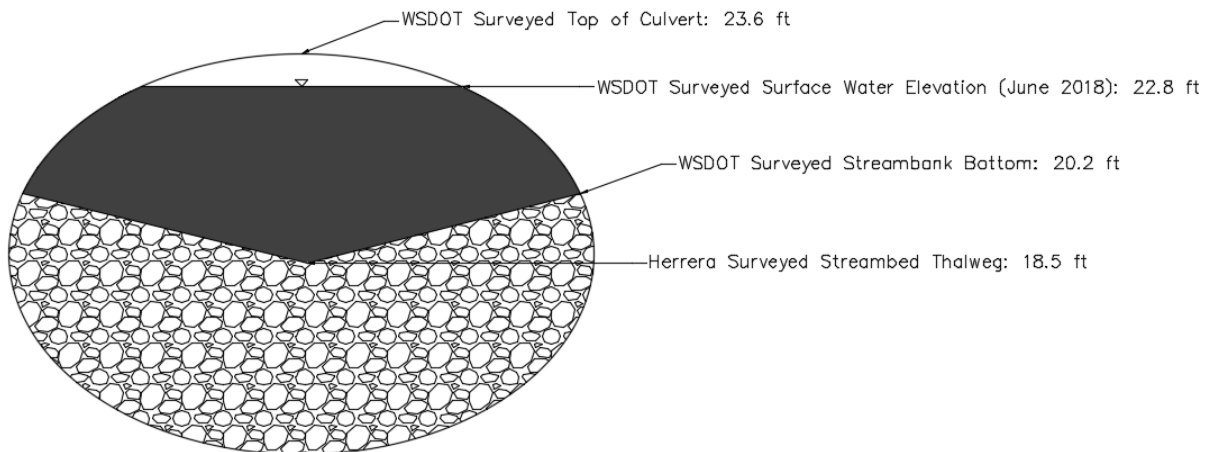


Figure 3. Freeman Road Culvert Cross Sections with Hydraulic Opening Denoted with Arrows.

3.1.2 Hydrology

Hydrologic analysis inputs and outputs for the Freeman Road culvert are summarized in Table 1. As can be seen in the table, the 100-year peak flow estimate generated with MGSFlood is much larger than the 100-year peak flow simulated at this location by the HSPF model of the entire Hylebos Creek watershed. There are at least three reasons why the MGSFlood results are larger. First, and probably most important, is that the MGSFlood model focuses solely on the drainage area tributary to the Freeman Road crossing. Earlier HSPF modeling identified the timing of the 100-year peak flow in the RRP area due to runoff from the entire Hylebos creek watershed, of which the Surprise Lake Tributary is only a small part. It is possible that the 100-year peak flow in Surprise Lake Tributary passes through Hylebos Creek before a larger flood wave occurs, driven by runoff from farther north in the Hylebos Creek watershed. Second, the MGSFlood model uses the latest land cover data for drainage basin areas in Edgewood that have been rapidly developing in the past decade. Finally, the MGSFlood results did not attempt to factor in runoff flow control facilities on developed sites, while the HSPF model included some regional detention facilities. However, there are very few of these facilities in the basin examined.

Table 1. Summary of Hydrologic and Hydraulic Analysis Performed on Freeman Road Culvert.			
Scenario	100-Year Peak Flow (cfs)	Freeman Road Culvert Surcharged?	Flow Overtopping Freeman Road?^a
Surprise Lake Tributary Flow from HSPF Model of Entire Hylebos Creek Watershed	60.1	No	No
Surprise Lake Tributary Flow from MGSFlood Model of Existing Drainage Basin Conditions	283	Yes	No
MGSFlood Model Results for Existing Conditions + 20 cfs (associated with planned additions)	303	Yes	No
MGSFlood Model Results for Estimated Future Build-Out Conditions	307	Yes	No
MGSFlood Model Results for Estimated Future Build-out Conditions + 20 cfs (associated with planned additions)	327	Yes	Yes

^a Note that the road is somewhat lower to the south of the stream crossing while the model considers the road prism at the culvert as the overtopping elevation. Modeling shows overtopping at the culvert occurring at 355 cfs, while overtopping south of the culvert occurs at 311 cfs.

3.1.3 Hydraulics

The results of the hydraulic analysis of the Freeman Road culvert are also summarized in Table 1. These results show that the culvert cannot pass the estimated 100-year peak flow in Surprise Lake Tributary as is. The Freeman Road surface elevation is lower to the north of the culvert, which could enable considerably more overtopping with flood water than these results indicate. However, to overtop the road, the Mortensen Farm site would have to fill with water, which would take some time to occur – possibly less time than the duration of the 100-year flood hydrograph. To accurately characterize potential roadway overtopping with streamflow during the 100-year flood event, more analysis of floodwater storage upstream of the culvert throughout the duration of the 100-year flood event would have to be performed, in addition to identifying the exact elevation of the lowest spot on Freeman Road north of the culvert crossing. HY-8 calculations indicate that the culvert begins to surcharge at a flow of approximately 115 cfs.

3.2 2D Hydraulic Modeling of RRP Corridor Downstream of Freeman Road

Initial hydraulic modeling runs to evaluate RRP modifications to attenuate greater flows in Surprise Lake Tributary focused on simply excavating greater floodplain areas that would not otherwise be inundated in large flood events (greater than the 2-year flood event), and evaluated a range of increased flows in Surprise Lake Tributary in the future. Iterative model results shown in Table 2 indicated that a maximum of 20 cfs of additional flow can be accommodated downstream of Freeman Road, and to offset the effects of that increased 100-year flood flow at the future I-5 crossing of Hylebos Creek excavation of RRP floodplain areas upstream of I-5 alone would be insufficient. Excavation of floodplain areas downstream of I-5, between Eighth Street East and 62nd Avenue East would be required to offset an increase in the 100-year flood water surface elevation at the I-5 bridge crossing of Hylebos Creek. Table 2 summarizes the results of the sequence of hydraulic model simulations to determine RRP design adjustments to accommodate increase Surprise Lake Tributary flow emanating from basin areas in Edgewood.

Table 2. Summary of Simulated Hylebos Creek Water Surface Elevations Upstream of I-5 in Various Scenarios.

Scenario	Water Surface Elevation (feet NAVD 88)
Existing	16.9
Original 2018 Stream Alignment (no excavation)	17.0
Excavation south of 20th Street East only	17.0
Excavation of all floodplain areas along SLT	17.0
Excavation of floodplain and along Hylebos ^a	16.9

^a Excavation along Hylebos Creek is in the vicinity of the existing Eighth Street East and 62nd Avenue East crossings.

All scenarios except existing conditions include an additional 20 cfs downstream of Freeman Road throughout the duration of the 100-year hydrograph.

As can be seen in Table 2, large changes in the landscape produce very small changes in the water surface elevation at the I-5 crossing of Hylebos Creek. The simulated water surface elevation at I-5 is sensitive to the magnitude of the 100-year flood flow. The model results shown in Table 2 revealed that expanding flood conveyance capacity in the constricted reach of Hylebos Creek downstream of I-5 in the vicinity of the existing Eighth Street East and 62nd Avenue East crossings would yield the largest benefit in terms of reducing the peak water surface elevation at I-5. While this reach controls water surface elevations at the I-5 crossing, lowering the floodplain elevations in it produced only a modest reduction in simulated water surface elevation at the I-5 crossing, such that no more flow could be accepted from upstream without raising flood levels at this critical crossing. These results highlight the influence of marine tailwater and the relatively flat gradient of lower Hylebos Creek on flood conveyance capacity in the system.

Figures 4 and 5 summarize the hydraulic effects of RRP floodplain excavation needed to offset an increase of 20 cfs in Surprise Lake Tributary flow downstream of Mortensen Farm in the 100-year flood event, for water depths and flow velocities, respectively. As can be seen in Figure 4, all the simulated changes in flow depth are in areas that would have to be excavated, except for a broad, slight increase in water surface elevation on public land downstream of SR 99 (Hylebos Natural Area and small patches in RRP restoration areas). Figure 5 shows that flow velocity increases would only occur in those areas to be excavated, often where a new channel is located, and also where the hydraulic constriction at Eighth Street East and 62nd Avenue East would need to be widened. Additional RRP design refinements will be necessary in this area to expand conveyance without causing erosion of channel banks.

4. Summary of Findings

The following summary statements are based upon the results of the analyses described above:

- The existing culvert that conveys Surprise Lake Tributary across Freeman Road surcharges at approximately 115 cfs of flow, which is estimated to be considerably less than a 100-year recurrence flow. The culvert is lower at its upstream end, which is contributing to its capacity shortcomings.
- The Freeman Road culvert capacity limitations notwithstanding, it is possible to accommodate up to 20 cfs of additional runoff from the Surprise Lake Tributary basin at the peak of the 100-year flood event in the proposed RRP downstream of Freeman Road via floodplain excavation in several areas, including downstream of I-5.
- The relatively steeper portion of Hylebos Creek between SR 99 and Fourth Street East is the hydraulic control for freeboard at the new I-5 bridge crossing of Hylebos Creek.

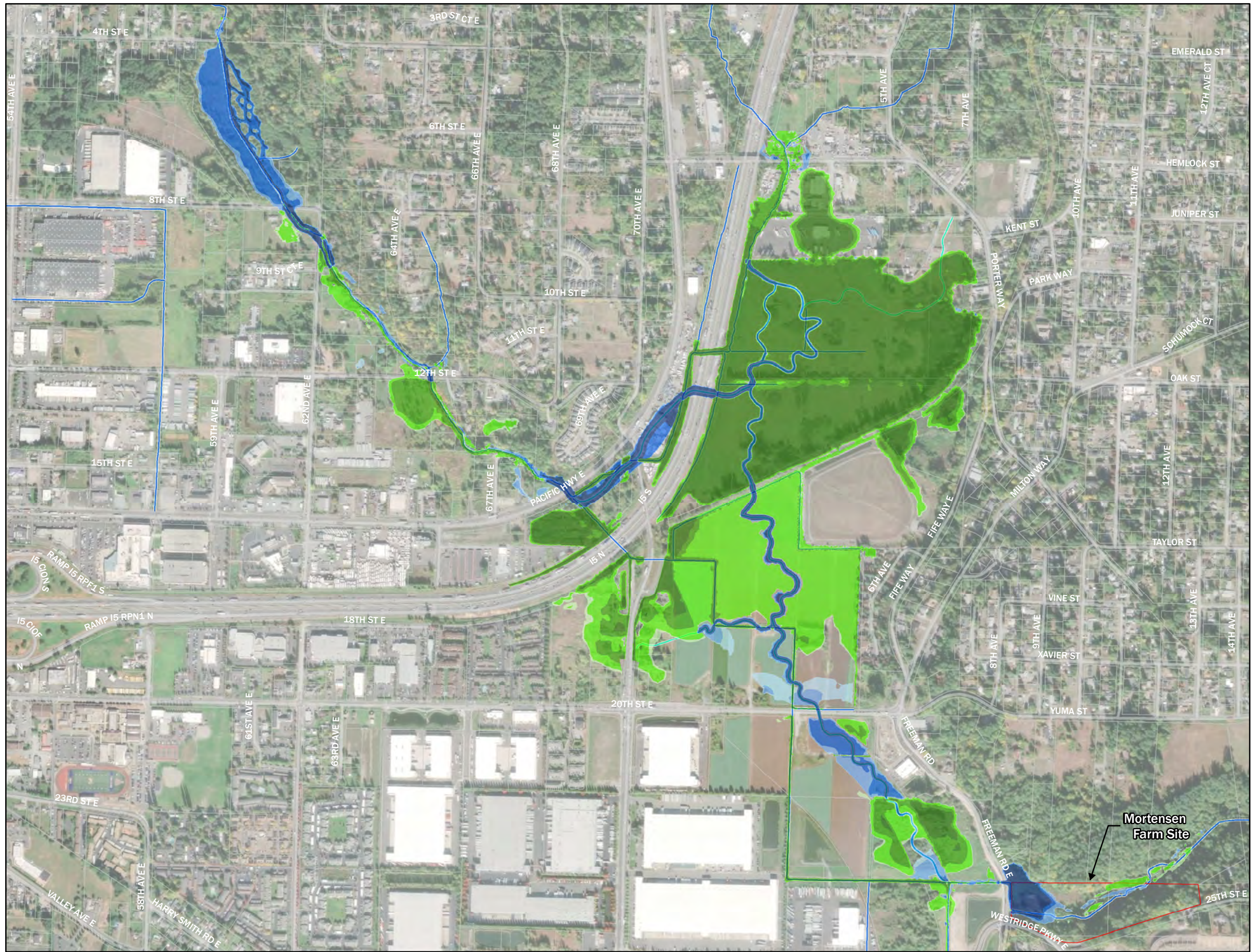


Figure 4.
100-Year Flood Flow Depth Differences
Between Existing Conditions and
Proposed Accommodation for Increased
Surprised Lake Tributary Flows in the
SR 167 Completion Project Area.

Legend

Depth difference (feet)

- <-1
- 1 to -0.5
- 0.5 to -0.15
- 0.15 to -0.1
- 0.1 to 0.1 (no color)
- 0.1 to 0.15
- 0.15 to 0.5
- 0.5 to 1
- >1

- Parcel
- Roads
- Existing stream
- Proposed stream alignment
- Mortensen Farm Site



0 400 800 1,600 Feet



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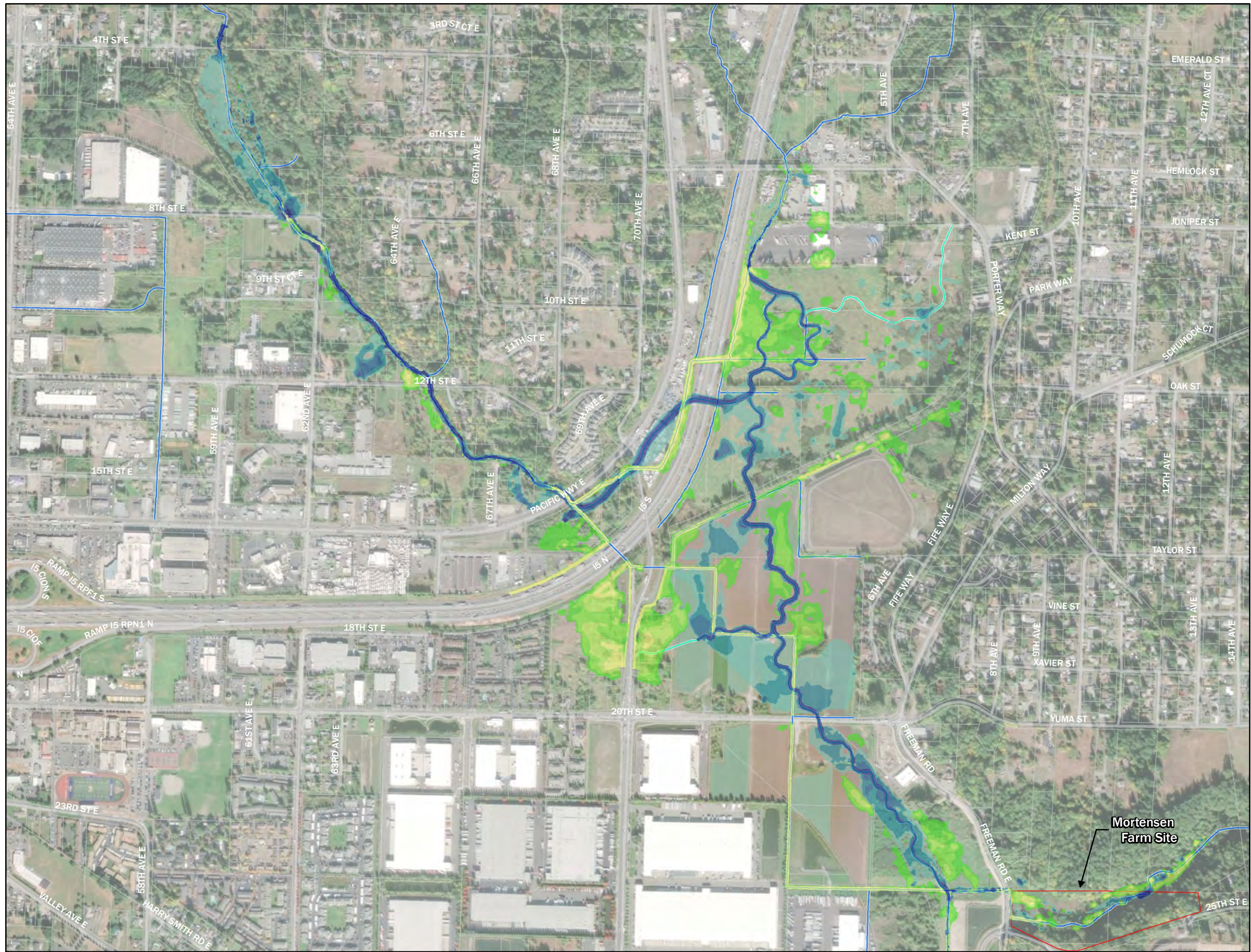


Figure 5.
100-Year Flood Event Velocity Differences
Between Existing Conditions and
Proposed Accommodation for Increased
Surprised Lake Tributary Flows in the
SR 167 Completion Project Area.

Legend

Velocity difference (feet per second)

- <-1
- 1 to -0.75
- 0.75 to -0.5
- 0.5 to -0.25
- 0.25 to -0.1
- 0.1 to 0.1 (no color)
- 0.10 to 0.25
- 0.25 to 0.5
- 0.5 to 0.75
- 0.75 to 1
- > 1
- Mortensen Farm Site
- Existing stream
- Proposed stream alignment
- Parcel
- Roads



0 400 800 1,600 Feet



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5. References

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City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Ordinance - Concurrency Review Threshold	Agenda Item #: 2.D
	For Agenda of: 4/20/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Ordinance 21-xxxx - Concurrency Review Threshold	
Approval of Materials: Jeremy Metzler Jill Schwerzler-Herrera 4/15/2021 Dave Gray 4/15/2021 Daryl Eidingen 4/15/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 04/20/2021 SS 04/27/2021 RCM

Summary Statement:

Staff reviewed the Annual Concurrency Report, prepared in accordance with Edgewood Municipal Code (EMC) 18.105.220, with the council at the April 6, 2021 study session. In said report, the city's on-call transportation engineering consultant, the Transpo Group, recommended the city update the concurrency review threshold prescribed in EMC 18.105.030, stating:

The Edgewood Municipal Code (EMC) currently requires that all developments be tested for concurrency, even small, short-plats that generate few new vehicle trips. The concurrency report has demonstrated that there is generally sufficient capacity in the transportation system to accommodate the City's land use plan. In the past 5 years, only one development has not met concurrency. In that specific case, the development generated more than 300 PM peak hour trips, and the primary access was a two-way stop-controlled intersection along Meridian Avenue.

We recommend that the language in the EMC 18.105 be revised to exempt developments generating fewer than 15 PM peak hour trips from the concurrency process, consistent with the City's current traffic study guidelines. Developments that generate fewer than 15 PM peak hour trips are typically 'captured' in the annual growth rate applied to traffic counts and have negligible impact on the transportation system. Developments still may be reviewed under the State Environmental Policy Act (SEPA) and the City's development review process to evaluate impacts and potential mitigation to address site access and safety issues.

As discussed at the April 6, 2021 study session, Staff has prepared the attached draft ordinance for council's consideration.

Item History:

04/06/2021 SS

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion - Ordinance - Concurrency Review Threshold

Fiscal Note/Consideration:

N/A

ORDINANCE NO. 21-xxxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AMENDING EDGEWOOD MUNICIPAL CODE (EMC) CHAPTER 18.105, CONCURRENCY MANAGEMENT, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City's on-call transportation engineering consultant, Transpo Group, issued their 2021 Annual Transportation Concurrency Report on March 26, 2021; and

WHEREAS, one of Transpo Group's recommendations was to update the trip threshold for concurrency evaluation listed in Edgewood Municipal Code (EMC) Chapter 18.105, revising the code to exempt developments generating fewer than 15 PM peak hour trips from the concurrency process, consistent with the City's current traffic study guidelines; and

WHEREAS, the City Council was briefed on the Annual Transportation Concurrency report at their April 6, 2021 study session, and acknowledged the recommendation; and

WHEREAS, the City Council considered amending said code at their April 20, 2021 study session and April 27, 2021 regular meeting;

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

Section 1. EMC Section 18.105.030 Amended. Section 18.105.030, "Exempt development," of the EMC is hereby amended to read as shown in Exhibit A, attached hereto and incorporated herein by this reference.

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 publication. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 27TH DAY OF APRIL, 2021

Mayor Daryl Eidinger

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

City Attorney, Ann Marie J. Soto

Date of Publication:
Effective Date:

DRAFT

Exhibit A
Amendments to EMC 18.105.030

18.105.030 Exempt development.

A. No development activity (as defined in EMC 18.20.070) shall be exempt from the requirements of this chapter, unless the permit is listed below. The following types of permits are not subject to the capacity reservation certificate (CRC) process because they do not create additional long-term impacts on transportation facilities:

...

Notwithstanding the above, if any of the above permit applications will ~~generate any new p.m. peak hour trips, require additional sewer capacity, or increase water consumption~~ exceed the thresholds identified in Subsection B below, such application shall not be exempt from the requirements of this chapter.

B. Transportation. This chapter shall apply to all applications for development or redevelopment, excluding an individual single-family residence, if the proposal or use will generate ~~any~~ one or more new projected vehicle trips that will pass through an intersection or roadway section identified with a level of service below the acceptable level noted in the transportation element of the city's comprehensive plan, and/or a total of fifteen (15) or more new p.m. peak-hour trips. Every application for development exceeding these thresholds shall be accompanied by a concurrency application, requiring the city to prepare a traffic report as defined in EMC 18.105.090. ~~Developments or redevelopments, excluding an individual single-family residence, that will generate one or more new projected vehicle trips that will pass through an intersection or roadway section identified with a level of service below the acceptable level noted in the transportation element in the city's comprehensive plan, or that will generate 15 or more new p.m. peak-hour trips, shall also be required to have the city prepare a traffic report as defined in EMC 18.105.090.~~



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Planning Commission Recommendation - Town Center	Agenda Item #: 2.E
	For Agenda of: 4/20/2021
	Prepared by: Darren Groth
Attachments (list): 1. Attachment 1_ Planning Commission Recommendation - Town Center	
Approval of Materials: Darren Groth Jill Schwerzler-Herrera 4/15/2021 Dave Gray 4/15/2021 Daryl Eidingen 4/15/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 04/20/21 SS

Summary Statement:

Conceptual plans for Town Center originated in the North Hill Community Plan, adopted on February 19, 1991. This plan encouraged both commercial and dense residential development along existing arterials (Meridian Ave). The vision for Town Center has remained consistent in subsequent City of Edgewood Comprehensive Plans. Edgewood's Town Center district is considered the "Heart of Edgewood," as stated in Goal LU.V of the current Comprehensive Plan. In addition, the Vision Statement describes Town Center as our commercial hub and home to a vibrant local economy.

Town Center is envisioned as the area that incorporates pedestrian and bike paths; connecting people and places throughout our community. Town Center should showcase a variety of vertical and horizontal mixed use development, pedestrian-oriented retail, civic uses, and housing; including multifamily, senior and affordable units. Quality planning efforts will be needed to ensure every development supports the Town Center as outlined in the Comprehensive Plan. There are several Comprehensive Plan policies that identify specific strategies to help implement the "Heart of Edgewood" Town Center concept.

In order to achieve the Town Center vision, the Planning Commission set this topic as a work plan item and commissioners requested in September 2020 that this topic be added to their next agenda for discussion. In October 2020, staff presented an in-depth introduction to the TC discussion. Discussions continued in December, January, February, and March.

The Planning Commission has discussed Town Center to ensure that development occurs consistent with the City's Comprehensive Plan. After months of detailed discussions, the Commission has determined that further City-initiated actions are needed to develop Town Center as the "Heart of Edgewood". The Planning Commission has provided a signed recommendation to the City Council, which is included as Attachment 1. The recommendation includes three strategic actions including: establish meaningful relationships with diverse stakeholders; create a Town Center subarea plan; and resolve development regulations, as presented in the April 2020 Berk report.

Item History:

- April 7, 2020: BERK presented their *Planning and Economic Study for the Town Center and Mixed Use Residential Districts* to City Council
- May 26, 2020: City Council adopted the 2020 Work Plan, including the Town Center (TC) item
- September 14, 2020: Planning Commission requested to include TC as a discussion item
- October 12, 2020: staff presented to the Planning Commission an in-depth introduction on the TC discussion
- December 14, 2020: Planning Commission discussed Town Center and Berk's 2020 *Planning and Economic Development Study for the Town Center and Mixed Use Residential Districts* (Berk Report)
- January 11, 2021: Planning Commission discussed methods to promote development in Town Center in accordance with the City's Comprehensive Plan, Town Center Design Guidelines, Town Center and Meridian Avenue Corridor Master Plans, the 2010 Meridian Corridor Development Memo from CREA Affiliates, and the 2020 Berk Report, which included the following next steps: adopt a Town Center Subarea Plan, adjust the current State Environmental Policy Act (SEPA) categorical exemptions, pursue public-private partnerships, and enhance community engagement.
- February 8, 2021: Planning Commission continued the discussion on strategies to promote the development of Town Center consistent with the vision discussed on January 11.
- March 8, 2021: Planning Commission discussed city staff's recommendations in preparation for the April 12th meeting
- April 12, 2021: Planning Commission voted to pass their recommendations on to City Council to seek guidance regarding their next steps

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Planning Commission Recommendation - Town Center

Fiscal Note/Consideration:

In order to promote desirable Town Center (TC) development consistent with the City's Comprehensive Plan, the Planning Commission voted X-X to recommend to City Council that the City pursue the following three actions. These three actions should take place simultaneously. If the City Council agrees with these three actions, the Planning Commission will continue discussions on Town Center with these objectives in mind.

Action 1. Establish meaningful relationships with diverse stakeholders

- Edgewood citizens: Increase community education and engagement efforts.
- Parks and Recreation Advisory Board: Establish a trail and open space network.
- Economic Development Advisory Board: Market TC to attract businesses and visitors.
- City of Milton Planning Commission: Promote compatibility between jurisdictions.
- Development community: Identify potential investors and partners. Establish a predictable public-private partnership process to develop community-based projects.

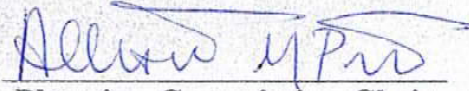
Action 2. Create a Town Center subarea plan

- Build on existing Comprehensive Plan goals to create the "Heart of Edgewood"
- Determine the geographic area to focus TC planning efforts (may include Public zoned parcels)
- Set a clear development plan for the City Hall campus (Parcel 0420102012)
- Outline essential City-initiated actions (immediate, near future, and long-term)
- Confirm appropriate SEPA exemption thresholds for TC properties (EMC 20.05.120)
- Represent the City's design standards through 3-D modeling (EMC 18.95)
- Emphasize parallel road network connection requirements
- Establish a "greenway" network (open spaces/ multi-modal trails)
- Highlight Town Center's designation as a Center of Local Importance (COLI)
- Target desired uses (business incubator, housing types, civic uses)
 - Include parcel information, ownership, development potential, etc.
 - Establish implementation plans for development type

Action 3. Resolve development regulation recommendations presented by Berk

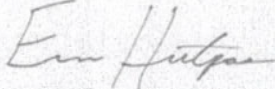
- Allow flexibility in land uses that can be regulated through strategic site planning, such as local craft manufacturing and commercial uses. (EMC 18.70.050)
- Encourage appropriate mixed-use development (ratio, scale, building and site design) (EMC 18.80.080.D.Table 1)
- Incentivize site features that achieve the Town Center vision, such as: open spaces, parallel road connections, and pedestrian amenities (EMC 18.80.080.D.Table 2)

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING
COMMISSION ON THE 12TH DAY OF APRIL 2021.**



**Planning Commission Chair
(Vice-Chair Allison Pincas)**

Attest by:



**Evan Hietpas
Associate Planner**



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Planning Commission Recommendation - Streetlights	Agenda Item #: 2.F
	For Agenda of: 4/20/2021
	Prepared by: Darren Groth
Attachments (list): 1. Attachment 1_ Planning Commission Recommendation - Street Lights	
Approval of Materials: Darren Groth Jill Schwerzler-Herrera 4/15/2021 Dave Gray 4/15/2021 Daryl Eidingier 4/15/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 04/20/21 SS

Summary Statement:

Street lighting has been included as a Planning Commission agenda item since January 2020. Over the past year, the Planning Commission has discussed streetlights with regard to uniformity, height, angle, shielding, color, and spacing. Additionally, surveys were completed in June and October of 2020 to garner public input on streetlight temperature preference.

On September 14, 2020, the Planning Commission provided an initial recommendation to City Council that the City take seven steps germane to general street lighting standards. The City Council agreed with the initial recommendation and remanded further discussion back to the Planning Commission to set more specific goals.

In December 2020 and January, February, and March 2021, the Planning Commission discussed neighborhood compatibility, the City's Comprehensive Plan goals, light temperature, shielding requirements, uniformity (design, height, spacing), and light installations on existing utility poles.

After months of discussion, the Planning Commission has determined that the City should establish city-wide streetlight standards. The standards would be established through an amendment to Edgewood Municipal Code (EMC) 18.90.170: Streetscapes. The Planning Commission has provided the City Council a signed recommendation, included as Attachment 1, identifying which development code amendments should be pursued to address the issues noted above.

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Planning Commission Recommendation -

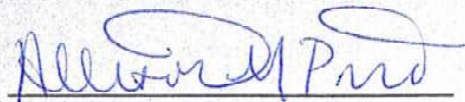
Streetlights

Fiscal Note/Consideration:

The Planning Commission believes that Edgewood should adopt city-wide street light standards. If the City Council agrees, the Planning Commission will move forward with a code amendment process involving: further discussion, a public hearing, and a final recommendation. The Planning Commission voted 6-0 to recommend to City Council that the City should incorporate the following eight (8) elements into an amendment to Edgewood Municipal Code (EMC) 18.90.170: Streetscapes.

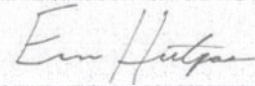
1. Include a purpose statement based on applicable City Comprehensive Plan Goals.
 - Utility Goal 1: Encourage the design of utilities in a manner that: mitigates negative impacts to adjacent land uses, mitigates negative aesthetic impacts to the community, is environmentally sensitive, and provides opportunities for public participation.
 - Land Use Goal 8: Update streetscape standards as needed to support the community vision, including design guidelines for lighting.
 - Land Use Goal 9: Encourage pedestrian scale improvements such as lighting.
 - Community Character Goal 1: Promote commercial and residential development that is carefully considered, aesthetically pleasing and functional.
2. Clearly outline the installation process through Puget Sound Energy and SouthCoast Lighting.
3. Establish spacing and height standards based on:
 - Edgewood zoning districts (Single Family, Mixed Use, Commercial)
 - Edgewood road classifications (Major and Minor Arterials, Collectors, private)
 - Development type (residential, commercial, industrial)
 - Currently adopted Pierce County's *Manual on Design Guidelines and Specifications (MDGS)*
4. Require 3K LED light temperature.
 - Informed through public surveys
 - Puget Sound Energy recommended 3K as the "best practice"
 - Edgewood currently uses 4K, which is cooler/ brighter
5. Require shielding on all new street lights to reduce negative impacts of light trespass.
6. Require the current "prairie" pedestrian-scale light design.
7. Require the current vehicular-scale light design.
8. Allow the City to install street lights on existing utility poles for temporary safety concerns, as determined by the Mayor. These installations should attempt to follow all other applicable street light standards. The City should seek to install a new street light pole as time and costs permit. These installations should be cataloged or mapped to ensure that a permanent solution is found.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION ON THE 12TH
DAY OF APRIL 2021.**



**Planning Commission Chair
(Vice-Chair Allison Pincas)**

Attest by:



**Evan Hietpas
Associate Planner**



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Planning Commission Recommendation - Sewers	Agenda Item #: 2.G
	For Agenda of: 4/20/2021
	Prepared by: Darren Groth
Attachments (list): 1. Attachment 1_ Planning Commission Recommendation - Sewers	
Approval of Materials: Darren Groth Jill Schwerzler-Herrera 4/15/2021 Dave Gray 4/15/2021 Daryl Eidingen 4/15/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 04/20/21 SS

Summary Statement:

In consideration of the General Sewer Plan update sanitary waste disposal including: on-site septic and sanitary Sewer has been included as a Planning Commission agenda item since February 2020. Over the past several months the Commission has discussed whether policy changes should be recommended related to sanitary sewer connection requirements in the future such as: geographic restrictions, density thresholds, and the general feasibility of septic systems.

Currently, The City of Edgewood's Local Improvement District (LID) No. 1 provides sanitary sewer service to limited properties located along the Meridian corridor. There is an established geographic boundary for the LID, as well as boundaries for the planned future expansion of the sewer network, i.e., Core I and Core II. These geographic limitations make it impossible for existing property owners or future developers outside of Core I to extend sewer service to their property.

The Growth Management Act (GMA) and Pierce County's Countywide Planning Policies both consider sanitary sewer systems to be urban services and that cities are the units of government most appropriate to provide urban governmental services. Under Washington Administrative Code, WAC 365-196-300 the GMA requires counties and cities to direct new growth to urban areas to allow for more efficient and predictable provision of adequate public facilities. When considering new growth, urban densities should allow accommodation of the population allocated within the area that can be provided with adequate public facilities during the planning period. For the City of Edgewood, this means the adjusted 2044 growth target population that is likely to be set at approximately 18,000.

The Commission would like to review the sewer geographic restrictions. Furthermore, the Commission would like to review whether development should be required to connect to the sewer network and which development is eligible to connect to the sewer network associated with the existing sewer network to ensure the City is meeting its obligation to the Growth Management Act and WAC.

The Planning Commission has provided a signed recommendation to the City Council, included as Attachment 1, that the City incorporate the following six (6) topics into the review process of the City's General Sewer Plan:

1. City's Comprehensive Plan goals and policies
2. WA State Growth Management Act (GMA) requirements (WAC 365-196-300)
3. City's Local Improvement District (LID) geographic restrictions
4. Compatibility between current zoning boundaries and sewer service boundaries
5. Community on-site septic system allowance and long-term feasibility
6. Sewer system extension requirements for new development

Item History:

Recommended Action:

Hold a discussion and provide staff direction to Discussion - Planning Commission Recommendation - Sewers

Fiscal Note/Consideration:



CITY OF EDGEWOOD PLANNING COMMISSION RECOMMENDATION

As the City's General Sewer Plan is updated, the Planning Commission believes there are important policy issues that should be carefully considered. The Planning Commission voted 6-0 to recommend to City Council that the City incorporate the following six (6) topics into the review process of the City's General Sewer Plan. If City Council agrees, they may assign additional tasks to the Planning Commission to ensure that these six (6) topics are adequately addressed.

1. City's Comprehensive Plan goals and policies
2. WA State Growth Management Act (GMA) requirements (*WAC 365-196-300*)
3. City's Local Improvement District (LID) geographic restrictions
4. Compatibility between current zoning boundaries and sewer service boundaries
5. Community on-site septic system allowance and long-term feasibility
6. Sewer system extension requirements for new development

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION ON THE 12TH
DAY OF APRIL 2021.**

A handwritten signature in blue ink, appearing to read "Allison Pincas", written over a horizontal line.

**Planning Commission Chair
(Vice-Chair Allison Pincas)**

Attest by:

A handwritten signature in blue ink, appearing to read "Evan Hietpas", written over a horizontal line.

**Evan Hietpas
Associate Planner**



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion - Purchase Order - Council Chamber Updates	Agenda Item #: 2.H
	For Agenda of: 4/20/2021
	Prepared by: Matthew Ray
Attachments (list): 1. Council Chambers Option 1 2. Option 2-Tricaster Option	
Approval of Materials: Matthew Ray Jill Schwerzler-Herrera 4/15/2021 Dave Gray 4/15/2021 Daryl Eidinger 4/15/2021	Expenditure Required: \$13,000 - \$22,000 Amount Budgeted: Not Budgeted Timeline: 4-20-2021: SS

Summary Statement:

In March of 2020 the City of Edgewood switched from recording audio only to audio and video of its council meetings. In July we then moved those meetings online and earlier this year we added the recording of our boards and commission meetings. Since going live we've had 180 unique individuals watch the various meetings posted on our Vimeo account alone. Feedback from council, staff and citizens has been positive with a few reoccurring shared thoughts:

- It's hard to make out individual faces when we record in the council chambers
- Zoom can be challenging and joining the meeting can be difficult to some

The current system leverages a single camera that is mounted to the wall in the back of the council chambers. The angle and zoom of the camera can be set before the meeting is started but then remains fixed for its duration. This feed and the audio is run through a small touch screen device that allows for simple operation.

Option 1 - Add a 2nd camera and video switcher. This would allow us to have the widest angle needed for each camera and allow staff to use the touch screen to switch between the two during meetings. This option improves the visibility and functionality inside council chambers but does not provide much alteration of expansion down the road. **Any alterations would require a service call.*

Option 2 - Add a video production system, and two additional, more powerful cameras. This option would provide us the ability to live stream to multiple platforms, add city branding, allow live camera adjustments, view higher resolution video, and use a system that can do post production editing and redaction. This option is expandable and is in line with what Pierce County TV uses to produce other jurisdictions council videos and presentations. It also allows for limited video work to be done by staff and not contracted out. **The existing camera would be relocated to a conference room.*

Option 3 - Add a third camera to either of the above proposals.

[Click here to view the proposed video production system.](#)

Item History:

Recommended Action:

Authorize the Mayor to sign a purchase order with Morgan Sound

Fiscal Note/Consideration:

Eligible for Comcast Franchise Capital fund's usage and or Treasury Distribution Covid 19 Grants



COUNCIL CHAMBERS

SCOPE

This proposal would add a secondary camera for video streaming in the council chambers and video switching infrastructure for a technician to control camera presets and input switching from the Crestron touch panel. This proposal is preliminary until a technician has had the opportunity to audit the wire paths that are available.

VIDEO STREAMING SYSTEM

QTY	DESCRIPTION	NOTES	PRICE	PRICE EXT	TOTAL
1	Roland Professional AV V-1HD+ STR HD Video Switcher - V-1HD+ 4 channel HDMI - Streaming Bundle w/ UVC-01		\$1,401.56	\$1,401.56	\$1,401.56
1	Vaddio 999-99190-000 ROBOSHOT 30E QUSB SYSTEM		\$5,118.49	\$5,118.49	\$5,118.49
1	Samsung TBD 32" Monitor For Multiview		\$250.00	\$250.00	\$250.00
1	West Penn Custom Cabling And Connector Budget		\$300.00	\$300.00	\$300.00
1	Custom Rack Hardware And Panels Rack Hardware, Screws, And Mounting Hardware		\$200.00	\$200.00	\$200.00
EQUIPMENT TOTAL					\$7,270.05
LABOR TOTAL					\$4,875.00
COUNCIL CHAMBERS TOTAL					\$12,145.05



ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

A 50% deposit is to be returned with the approved proposal. The remainder of the purchase price will be due within 15 days of installation completion and system turnover. A sum in the amount of 10% of the total purchase amount may be held back for a period of 30 days, pending any disputes or unresolved issues.

EQUIPMENT TOTAL	\$7,270.05
SHIPPING TOTAL	\$0.00
ENGINEERING	\$0.00
INSTALLATION	\$2,955.00
MANAGEMENT	\$0.00
PROGRAMMING	\$1,920.00
LABOR TOTAL	\$4,875.00
SUBTOTAL	\$12,145.05
TOTAL SALE TAX	\$1,202.36
PROJECT TOTAL	\$13,347.41

ACCEPTANCE

TERMS

I accept this proposal and hereby authorize Morgan Sound, Inc to proceed with the installation of the included systems at the facilities of City Of Edgewood located at 2224 104th Ave E Edgewood, WA 98372 as described in the totality of this document. I further authorize Morgan Sound, Inc to be granted the facility access required to complete this project in a timely manner. Project cost and pricing are dependent upon a continual flow of work without interruption or delays and it is therefore agreed that any delays caused by construction, other trades or delay of access may result in additional charges to City Of Edgewood.

Further, wire totals are an estimate, as are lift rentals and associated fees. Adjustments to actual wire used and lift rental charges will be made at the end of the project and increases will be the responsibility of City Of Edgewood.

Morgan Sound, Inc cannot be held financially responsible or liable for any delays in the receipt of materials for this project caused by circumstances beyond our control. This contract is the whole and complete document, and I therefore agree that any additions to and/or deletions from the materials and labor will be approved by my acceptance of this proposal. After contract execution, any resulting change(s) in cost of this project shall only be approved by way of written change order(s) and shall be valid only after being signed by City Of Edgewood.

An authorized signature and deposit or valid PO as itemized in the section "Financial" is required to initiate "Notice to Proceed". Labor and Equipment for projects that span multiple months will be billed monthly in orderly progress payments. Ordered equipment that is stored in Morgan Sound, Inc's secured and insured warehouses will be billed on arrival. Morgan Sound, Inc will supply an accurate Schedule Of Values and/or invoice along with serial numbers and photographs as needed for billed equipment that has been delivered to the job site or is staged in our secure warehouse.

ACCEPTANCE

SIGNED

Date

PRINT NAME

TITLE

Statement of Warranty

All work is guaranteed by Morgan Sound for a period of one year following the completion of the installation. During this period, Morgan Sound will repair or replace any equipment or work found to be defective at no cost to you, the Owner. Morgan Sound will determine the course of action for the repair or replacement decisions. In the case of faulty equipment, we will use the manufacturer's warranty guidelines to assess the condition of the failure. Morgan Sound will pay any costs incurred in the facilitation of manufacturer warranty repairs during the initial one-year period.

After the period of one year, Morgan Sound will continue to act as the warranty service station for any equipment found to be defective. Most manufacturer warranties extend beyond one year; please see the attached list of warranty periods for the manufacturers we represent. Unlike during the first year, we will charge our current service call rate for the removal and reinstallation of the equipment.

Exclusions from Warranty

Morgan Sound's one-year warranty does not cover any damage to workmanship or equipment caused by negligence or accident from other trades during the installation phase. Failures caused by abuse, neglect, or other conditions that void the manufacturer warranty will also void the first-year warranty offered by Morgan Sound. Our one-year warranty does not extend to equipment supplied by the Owner that was purchased through another vendor or purchased used. Additionally, equipment repairs from earlier installations not covered under the active one-year warranty shall be at the Owner's expense.

If the warranty repair requires parts that are unavailable and the product has been discontinued, then the Owner will bear the difference in expense for the updated equipment provided by Morgan Sound or the manufacturer. The Owner will receive full credit for the original purchase price and will only be charged the difference in cost for the replacement.

Morgan Sound will assume the cost of shipping at the regular ground freight price for any warranty replacement parts or units. The Owner may request expedited freight, in which case the cost of shipping will be paid by the Owner.

If the warranty equipment is at an elevation or location that requires specialized hardware such as a lift or scaffolding, the work on the equipment will be serviced under Morgan Sound's warranty, but the specialized hardware acquisition will not. The Owner will pay any expenses incurred from the rental of the required hardware, assembly of said hardware, and its transportation to and from the installation location.

Installations located over one-hundred miles away from our offices located in Lynnwood, WA qualify for our one-year warranty the same as local installations. However, travel time and expense charges will be invoiced to the Owner. These travel charges may also be applied to the initial service visit to determine the cause of failure or warranty status. If the distance requires the technician to stay overnight at the installation location, the Owner will bear the expense of overnight housing and per diem costs. If the installation requires the technician to use air or sea travel to reach the location, the Owner will be responsible for the travel costs, including but not limited to transportation, local parking, baggage fees, and overnight housing.

COUNCIL CHAMBERS

SCOPE

This proposal will provide a new video switching system with two cameras. The cameras will be placed in the same position as the older USB camera and will utilize the same wire infrastructure. The Newtek Tricaster Mini system will provide simple switching and camera control along with titling, recording, audio mixing, and streaming capabilities. This ensures that the City will have a complete video system that covers all their future needs. The system is network video based so it can operate over standard CAT6 cabling and network switches. Video distribution to Zoom will be provided over NDI network technology. The city will have to provide 2x HDMI computer monitors for the video interface on the staff dais. Installation and Training is included Turnkey, See the link to the Tricaster Mini info in the enclosing email.

VIDEO STREAMING SYSTEM

QTY	DESCRIPTION	NOTES	PRICE	PRICE EXT	TOTAL
2	NewTek NDIHX-PTZ2	NDI HX – PTZ2 Camera	\$2,195.00	\$4,390.00	\$4,390.00
1	NewTek TCM4KUHD	TriCaster TC Mini 4K - includes two Spark Plus 4K IO Converters	\$7,995.00	\$7,995.00	\$7,995.00
1	Custom Rigging Hardware	Camera Mount Hardware	\$200.00	\$200.00	\$200.00
1	West Penn Custom	Cabling And Connector Budget	\$200.00	\$200.00	\$200.00
EQUIPMENT TOTAL					\$12,785.00
LABOR TOTAL					\$3,285.00
COUNCIL CHAMBERS TOTAL					\$16,070.00



ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

This project will proceed with a valid PO from The City Of Edgewood, with net 10 day terms.

EQUIPMENT TOTAL	\$12,785.00
SHIPPING TOTAL	\$0.00
ENGINEERING	\$285.00
INSTALLATION	\$3,000.00
MANAGEMENT	\$0.00
PROGRAMMING	\$0.00
LABOR TOTAL	\$3,285.00
SUBTOTAL	\$16,070.00
TOTAL SALE TAX	\$1,590.93
PROJECT TOTAL	\$17,660.93

ACCEPTANCE

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