



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, September 7, 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 – Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- B. Discussion – Boards and Commissions Roles
- C. Discussion – Ordinance – Title 18 Streetscapes Code Amendments
- D. Discussion – Comprehensive Plan Review/Update presented by Liz Underwood-Bultmann, Principal Planner, Puget Sound Regional Council (PSRC)
- E. Discussion – Resolution – Mortensen Farm WSDOT ILA
- F. Discussion – Transportation Open House Scheduling
- G. Discussion – Resolution – Equipment Surplus
- H. Discussion - Public Works Forecasting
- I. Discussion – Retail Strategies

3. OTHER COUNCIL ITEMS

4. ADJOURN

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

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.A
	For Agenda of: 9/7/2021
	Prepared by: Daryl Eiding
Attachments (list):	
Approval of Materials: Daryl Eiding Rachel Pitzel 9/1/2021	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.

From the EDI Committee meeting - the subcommittee would like to request that everyone watch the 6 minute video linked below, "The Disturbing History of the Suburbs." The 21 Day Racial Equity Challenge watch list describes this video as "An Adam Ruins Everything episode that quickly and humorously educates how redlining came to be." <https://www.youtube.com/watch?v=ETR9qrVS17g>

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
04/20/2021 Study Session
05/04/2021 Study Session
05/10/2021 Council Subcommittee Meeting
05/11/2021 Regular Council Meeting to discuss alternates to Subcommittee
05/18/2021 Study Session
06/01/2021 Study Session
06/08/2021 Council Subcommittee Meeting
06/15/2021 Study Session
06/29/2021 Study Session
07/06/2021 Study Session
07/13/2021 Council Subcommittee Meeting
07/20/2021 Study Session
08/03/2021 Study Session
08/10/2021 Council Subcommittee Meeting
08/17/2021 Study Session

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Boards and Commissions Roles	Agenda Item #: 2.B
	For Agenda of: 9/7/2021
	Prepared by: Dave Gray
Attachments (list):	
Approval of Materials: Dave Gray Rachel Pitzel 9/1/2021 Dave Gray 9/1/2021 Daryl Eidinger 9/2/2021	Expenditure Required: N/A Discussion Only
	Amount Budgeted: N/A
	Timeline: 09/07/2021 Study Session-General Discussion

Summary Statement:

The Planning and Salary Commission, empowered by law and granted limited legislative powers, operates as an extension of the City Council. The Parks and Economic Advisory Boards, created by the City Council, provide community guidance as an extension of the legislative mission. This agenda item is to allow an open discussion regarding roles and effectiveness.

Item History:

Recommended Action:

Discussion Only

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Ordinance – Title 18 Streetscapes Code Amendments	Agenda Item #: 2.C
	For Agenda of: 9/7/2021
	Prepared by: Emily Arteche
Attachments (list): 1. Exhibit 1_ Proposed Code Amendment Language 2. Exhibit 2_ PC Recommendation	
Approval of Materials: Emily Arteche Rachel Pitzel 9/2/2021 Dave Gray 9/2/2021 Daryl Eidinger 9/2/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 09/07/21: Follow-Up Study Session 09/14/21: Final Action RMC

Summary Statement:

On June 14, 2021, the Planning Commission was briefed by staff regarding a potential conflict in the Edgewood Municipal Code (EMC) pertaining to street trees. After discussion of the relevant code sections, the Planning Commission agreed to move forward with a proposed minor code amendment to eliminate the word "arterial" from Subsection 18.90.090.H.1, see Attachment 1. This minor amendment ensures that the intended purpose of Type II Streetscapes landscaping, i.e., "a unifying theme of canopy type trees along a public or private street...", is achieved in accordance with EMC Subsection 18.90.090.G.2.

On August 9, 2021, the Planning Commission held a public hearing and made the recommendation (Attachment 2) to approve the proposed code amendment, as presented. While Attachment 1 contains the language recommended by the Planning Commission, City staff recommends further modification to EMC 18.90.090.H.1 by deleting the entire clause "that front on arterial streets" from the end of the sentence instead of just deleting the word arterial. Upon further reading, the additional deletion helps eliminate unnecessary words from the code standard without changing the intent or meaning. As such, the newly proposed sentence would read "Type II, streetscapes, shall apply to all zones and shall be applied to all proposed developments, other than a single-family dwelling." This agenda item is intended for City Council to hold a follow-up study session discussion to allow for the finalization of the proposed amendment in preparation for City Council's final action on September 14.

Item History:

08/17/21: Initial Study Session
 08/24/21: Public Hearing RCM

Recommended Action:

Hold a discussion and provide staff guidance regarding the proposed Streetcapse code amendment.

Fiscal Note/Consideration:

N/A

Edgewood Municipal Code (EMC) Streetscape Proposed Modifications

EMC 18.90.090.H(1)

H. Landscaping Regulations by Zoning Districts.

1. Type II, streetscapes, shall apply to all zones and shall be applied to all proposed developments, other than a single-family dwelling, that front on ~~arterial~~ streets.



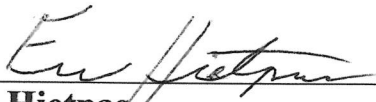
**CITY OF EDGEWOOD
PLANNING COMMISSION
RECOMMENDATION**

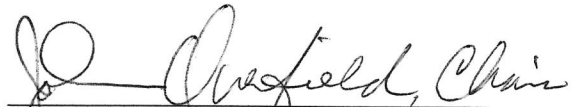
The Planning Commission voted 5-0 to recommend APPROVAL of the proposed code amendment to the Edgewood Municipal Code (EMC) pertaining to Streetscapes regulations, and to send their recommendation to the City Council for consideration.

It is the recommendation of the City of Edgewood Planning Commission to approve the drafted EMC amendment as presented in the staff report and attachment submitted by Planning Manager Emily Arteché for the August 9, 2021 Planning Commission agenda.

**RECOMMENDED BY THE CITY OF EDGEWOOD PLANNING COMMISSION
ON THE 9TH DAY OF AUGUST 2021.**

Attest by:


Evan Hietpas
Associate Planner


Planning Commission Chair



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Comprehensive Plan Review/Update presented by Liz Underwood-Bultmann, Principal Planner, Puget Sound Regional Council (PSRC)	Agenda Item #: 2.D
	For Agenda of: 9/7/2021
	Prepared by: Darren Groth
Attachments (list):	
Approval of Materials: Darren Groth Rachel Pitzel 9/2/2021 Dave Gray 9/2/2021 Daryl Eidinger 9/2/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: N/A

Summary Statement:

The Growth Management Act, (GMA) requires PSRC to review and certify countywide planning policies and local comprehensive plans. The Edgewood Comprehensive Plan is part of a larger network of regional plans and policies, including Countywide Planning Policies, Vision 2050 and MultiCounty Planning Policies, and the State Growth Management Act. New and expanded areas of Vision 2050 include racial equity & equitable engagement, housing access & affordability, addressing health disparities, station area planning, resident & commercial anti-displacement, climate change, transportation electrification and other emerging technologies.

Local government coordination efforts are underway now with PSRC. The City of Edgewood comprehensive plan update will begin in 2022. The plan update, including certification, must be completed by 2024.

Item History:

2015 was the last round of local comprehensive plan updates, including the City of Edgewood Comprehensive Plan.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – Mortensen Farm WSDOT ILA	Agenda Item #: 2.E
	For Agenda of: 9/7/2021
	Prepared by: Jeremy Metzler
Attachments (list): - Resolution 21-XXXX WSDOT Mortensen Farm Property Conveyance - Annotated GCB 3315_redlined final draft 25Aug21 - GCB 3315 Exhibit A Project Map - GCB 3315 Exhibit B MOU - GCB 3315 Exhibit C MORTENSEN FARMS-57-34227 Map - GCB 3315 Exhibit D Hydraulic Capacity Analysis - GCB 3315 Exhibit E Appraisal Deviation Memo	
Approval of Materials: Jeremy Metzler Rachel Pitzel 9/2/2021 Dave Gray 9/2/2021 Daryl Eidinger 9/2/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 09/07/2021 SS 09/14/2021 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 a draft resolution authorizing the Mayor to execute the latest draft of an 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 additional changes, this draft is still pending review by WSDOT's legal team prior to final action.

Item History:

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

04/20/2021 SS

Recommended Action:

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

Fiscal Note/Consideration:

The appraised value for the Mortensen Farm property is \$187,500, being much lower than originally anticipated. Since acquiring this property, some adjacent property has been dedicated to the City through recent subdivision activity. WSDOT is evaluating whether or not some of this additional property could be used for mitigation purposes, and if so, an appraisal for it would be performed. Ultimately, the City has made its commitment under Resolution 18-0410 to support the WSDOT project, through property and/or cash, in the total amount of \$500,000.

RESOLUTION NO. 21-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RELATED TO THE PUGET SOUND GATEWAY PROGRAM AND PROPERTY CONVEYANCE FOR THE SR 167 COMPLETION PROJECT.

WHEREAS, as part of the Washington State Department of Transportation (“WSDOT”) Puget Sound Gateway Program, WSDOT is undertaking the State Route (“SR”) 167 Completion Project which entails construction of a new highway from SR 161 to SR 509; and

WHEREAS, the City, as a local agency partner, has committed to providing matching funds or other contributions commensurate with the benefits received by the City as a result of the project; and

WHEREAS, as part of its commitment, the City will convey the property known as Mortensen Farm towards the required local contribution for the project, identified as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, with said property ultimately being reconveyed to the City for continued maintenance and preservation after completion of the project; and

WHEREAS, the Parties desire to memorialize the terms and conditions related to said property conveyance;

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

Section 1. Agreement Authorized. The Mayor is authorized to execute the interlocal agreement with the Washington State Department of Transportation related to property conveyance for the SR 167 Completion Project, as set forth in Exhibit A, attached hereto and incorporated herein.

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

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A
Interlocal Agreement Between WSDOT / City of Edgewood

DRAFT

**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. 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. The City of Edgewood's contribution is identified therein as of \$500,000 "(ROW in lieu)" towards the PROJECT, which may be met through conveyance of real property (i.e., Mortensen Farm and additional suitable property) needed by the PROJECT and/or cash contributions toward the improvements.
- F. WSDOT has performed hydraulic modeling at the request of the CITY as shown in Exhibit D titled *Mortensen Farm/Surprise Lake Tributary Hydraulic Capacity Analysis*. The analysis concludes that the stormwater improvements on the Mortensen Farm property and downstream properties will accommodate a maximum of 20 cubic feet per second (cfs) of stormwater runoff from developed areas in the City of Edgewood in a 100-year recurrence flood event in addition to PROJECT stormwater needs based on estimated 100-year recurrent runoff peak rate that occurs in the Surprise Lake Tributary creek in 2020 basin conditions.

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, D and E, incorporated and made a part hereof, the Parties agree as follows:

IT IS MUTUALLY AGREED AS FOLLOWS:

Commented [JM1]: Suggesting some clarifications here.

Commented [JM2]: This statement is redundant.

1. General

- 1.1 This Agreement quantifies certain contributions (property conveyance and/or cash 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 Parties acknowledge there is sufficient capacity in the planned stormwater improvements that WSDOT will make to the Mortensen Farm property and the downstream Surprise Lake tributary channel to accommodate the City's future need for up to 20 cfs of stormwater runoff capacity. WSDOT agrees that it shall provide the CITY the right to discharge up to 20 cfs of stormwater runoff from developed areas within the City into the improvements that WSDOT will make to the Mortensen Farm property and the downstream Surprise Lake tributary channel ~~at such time as the CITY's has a need for the additional stormwater discharge. The City shall compensate WSDOT in cash or in-kind for the reasonable value of the future stormwater runoff capacity utilized by the City.~~
- 1.4 The Parties agree to ~~address-formalize~~ the CITY's right to discharge stormwater runoff into the planned stormwater improvements ~~and~~ the CITY's obligations to managing ~~the said~~ stormwater discharges, ~~and the City's obligation to compensate WSDOT for the reasonable value of the right to discharge up to 20 cfs of stormwater runoff~~ into the planned stormwater improvements in a subsequent agreement.
- 1.5 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.

Commented [JM3]: The City believes this language is over-complicating the agreement. Simply put, we want to acknowledge the City's right to the 20 cfs at this time, not leaving anything up for debate later. See subsequent comments.

Commented [JM4]: Compensation to be addressed below

Commented [JM5]: Acknowledging the need to establish stormwater discharge management obligations before said discharges take place...

2. Payment

- 2.1 For wetland mitigation purposes in support of the PROJECT, the CITY agrees to convey to WSDOT certain real property identified as Pierce County Tax Parcel Numbers 0420084019, 0420084024, and 0420084081, all lying northerly of Westridge Parkway E and 25th Street E (e.g., Mortensen Farm property), and shown on Exhibit C hereto (the "Property"). The value of the Property as shown in Exhibit E shall constitute a portion of the City's contribution toward the local funding commitment in the MOU. The City's remaining contribution ~~of \$312,500 shall be made in cash and/or in-kind shall be made by either 1) in-kind value as set by appraisal for future property conveyance(s) in support of the PROJECT or 2) cash payment, where the total amount is not to exceed the total City local funding~~

~~commitment in the MOU, and will be addressed in a future agreement to be executed on or before the date established in the MOU.~~

Commented [JM6]: Attempting to clarify this as explicitly as we can in this agreement, thereby perhaps we can avoid a subsequent agreement? i.e., we can figure out any future land transfer needs and cut a check for the difference without having to get back into ILA negotiations...

2.2 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 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) consideration in exchange for the CITY assuming all future maintenance and operation obligations and costs required to maintain and operate the Property as an environmental mitigation site in perpetuity in accordance with RCW 47.12.370 and the Long-Term Management (LTM) Plan developed by WSDOT.

2.3 The agreed-upon Quitclaim Deed, or other conveyance document, transferring 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 Plan, and will contain 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.

2.3.2 The LTM Plan will be developed by WSDOT, as required by the permitting agencies, for the 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 Property. The CITY will be responsible for implementing the LTM Plan beginning at the end of 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 Property.

2.3.3 If the CITY fails to maintain the Property as required under the approved LTM Plan, WSDOT will confer with the City to remedy the situation/issue of said Property. If after 30 days' written notice by WSDOT, the City fails to remedy the issue, the City agrees to quitclaim said Property back to WSDOT.

3. Contract Administration

3.1 By this Agreement, the Parties do not create any separate legal or administrative entity. The WSDOT and the CITY 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: WSDOT and the City agree to negotiate to resolve any issues. Should such negotiations fail to produce a mutually satisfactory resolution then WSDOT and the City 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. At the conclusion of the hearing, the disputes board shall issue a nonbinding decision on the resolution of the Parties' dispute. Each Party shall be responsible for its own costs and fees incurred in the dispute resolution process, and the Parties agree to share equally in the cost of the third disputes board member. 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, provided, that if the nonbinding dispute resolution hearing does not result in a mutually satisfactory resolution of the dispute, either Party may institute a legal action or proceedings in accordance with Section 6.1. —

5. Indemnification

- 5.1 To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless the other Party, their respective officers, officials, employees, and/or authorized agents, while acting within the scope of their official duties as such, from any and all costs, claims, judgment, and/or awards of damages ("Claims") 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. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees and authorized agents and (b) the City, its employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized 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 County Superior Court.

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 98504
Phone (360) 701-9413
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. No Third-Party Beneficiaries

- 9.1 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.

10. Audits/Records:

- 10.1 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 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.

11. Signature Authority

- 11.1 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.

12. Recording

- 12.1 A copy of this agreement shall be filed with the Office of the Pierce County Auditor by the City of Edgewood, and/or posted on their web sites.

13. Working Days

13.1 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.

14. Termination

14.1 As part of its commitment in entering into the Local Funding and Phasing Memorandum of Understanding with WSDOT, the CITY will convey the Property towards the required local contribution for the PROJECT. However, if for some reason WSDOT no longer needs the 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 transferred back to the CITY.

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

15. Applicable Law

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

16. Severability

16.1 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.

Commented [JM7]: As stated before, Edgewood legal prefers to retain this language and will not support the agreement without it.

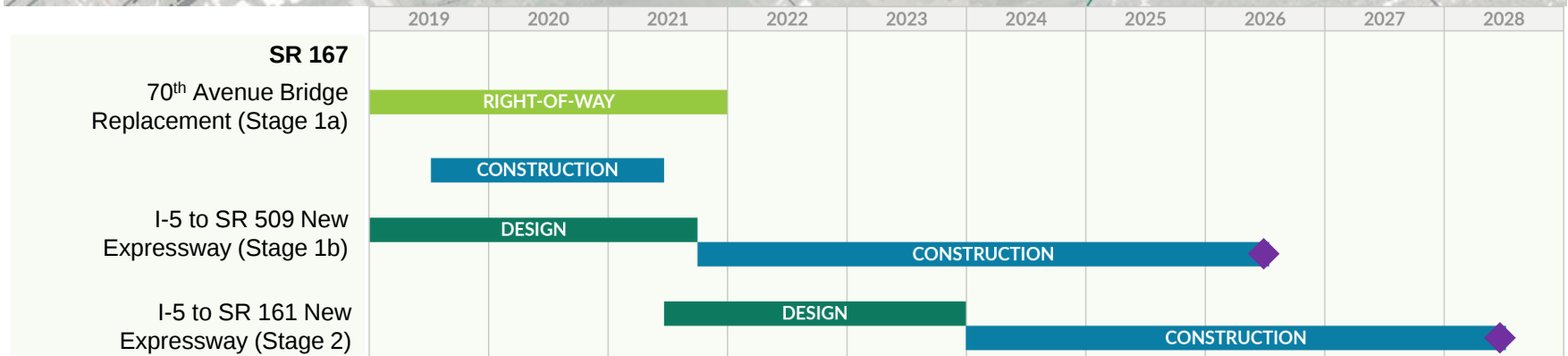
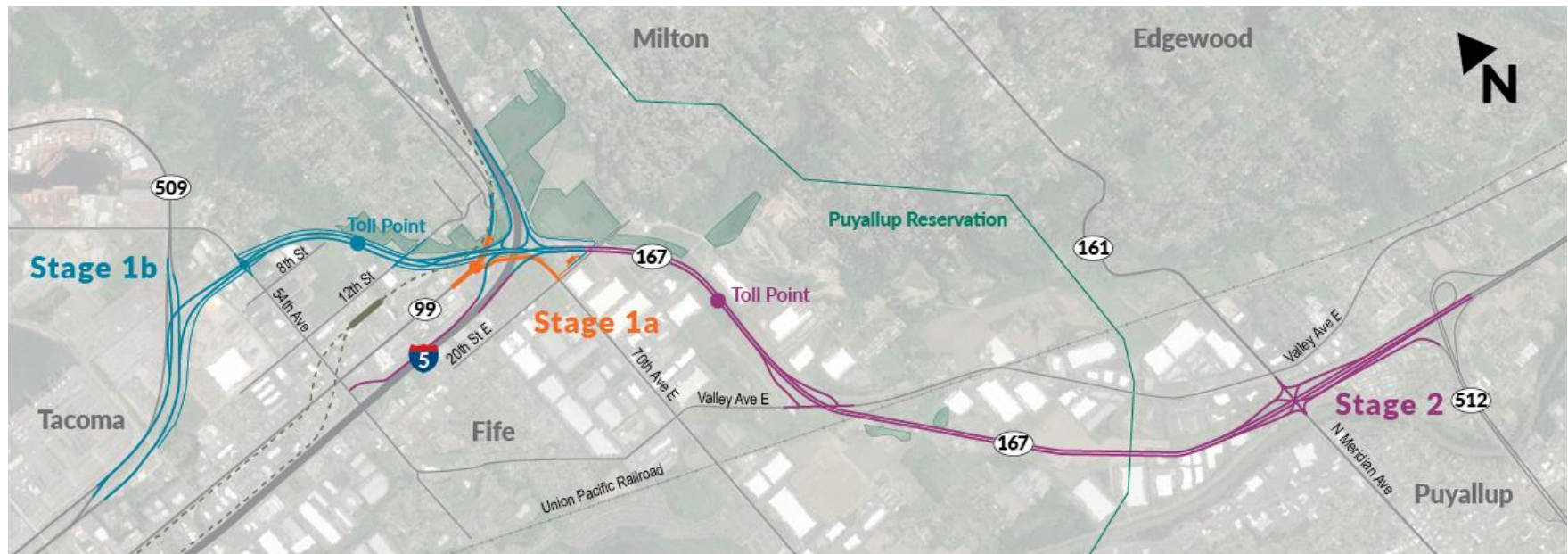
In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

CITY OF EDGEWOOD	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:	Signature and Date:
Printed:	Printed:
Title:	Title:
APPROVE TO FORM CITY OF EDGEWOOD	APPROVE TO FORM WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature and Date:	Signature and Date:

Printed:	Printed:
Title: City Attorney	Title: Assistant Attorney General

DRAFT

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.

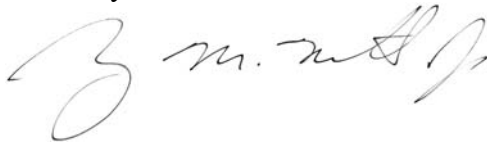
In October 2017, WSDOT began a stakeholder process to help establish the local contributions necessary to achieve the \$130 million in local funding. The resulting Funding and Phasing Subcommittee, made up of 18 affected jurisdictions, has met five times. From this group, a grant-focused strategy emerged 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.

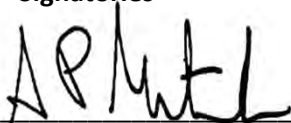
7.3 Conditions for Termination of Participation

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.

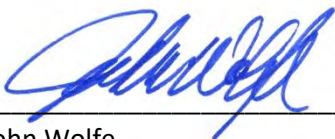
9. Signatories



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

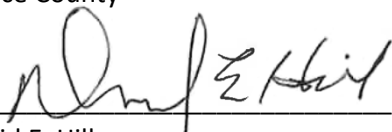
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Bruce Dammeier
County Executive
Pierce County

5/30/18

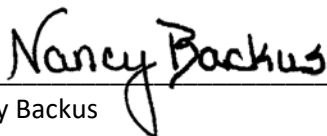
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David E. Hill
Mayor
City of Algona

6/25/18

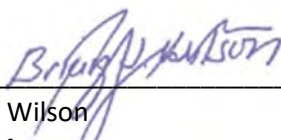
Date



Nancy Backus
Mayor
City of Auburn

6/11/18

Date



Brian Wilson
City Manager
City of Burien

6/17/18

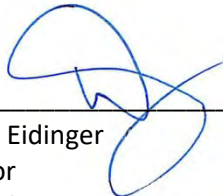
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Michael Matthias
City Manager
City of Des Moines

6/26/18

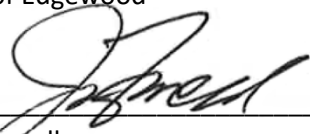
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Daryl Eidinger
Mayor
City of Edgewood

6/13/18

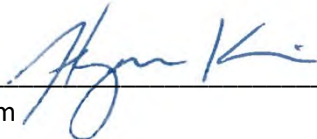
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Jim Ferrell
Mayor
City of Federal Way

6/20/18

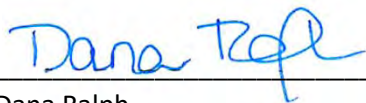
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Hyun Kim
City Manager
City of Fife

6/20/18

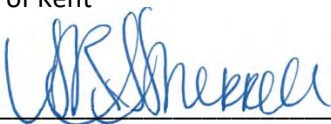
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Dana Ralph
Mayor
City of Kent

6/26/18

Date



Shanna Styron-Sherrell
Mayor
City of Milton

6/21/18

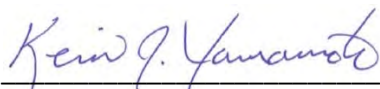
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Leanne Guier
Mayor
City of Pacific

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

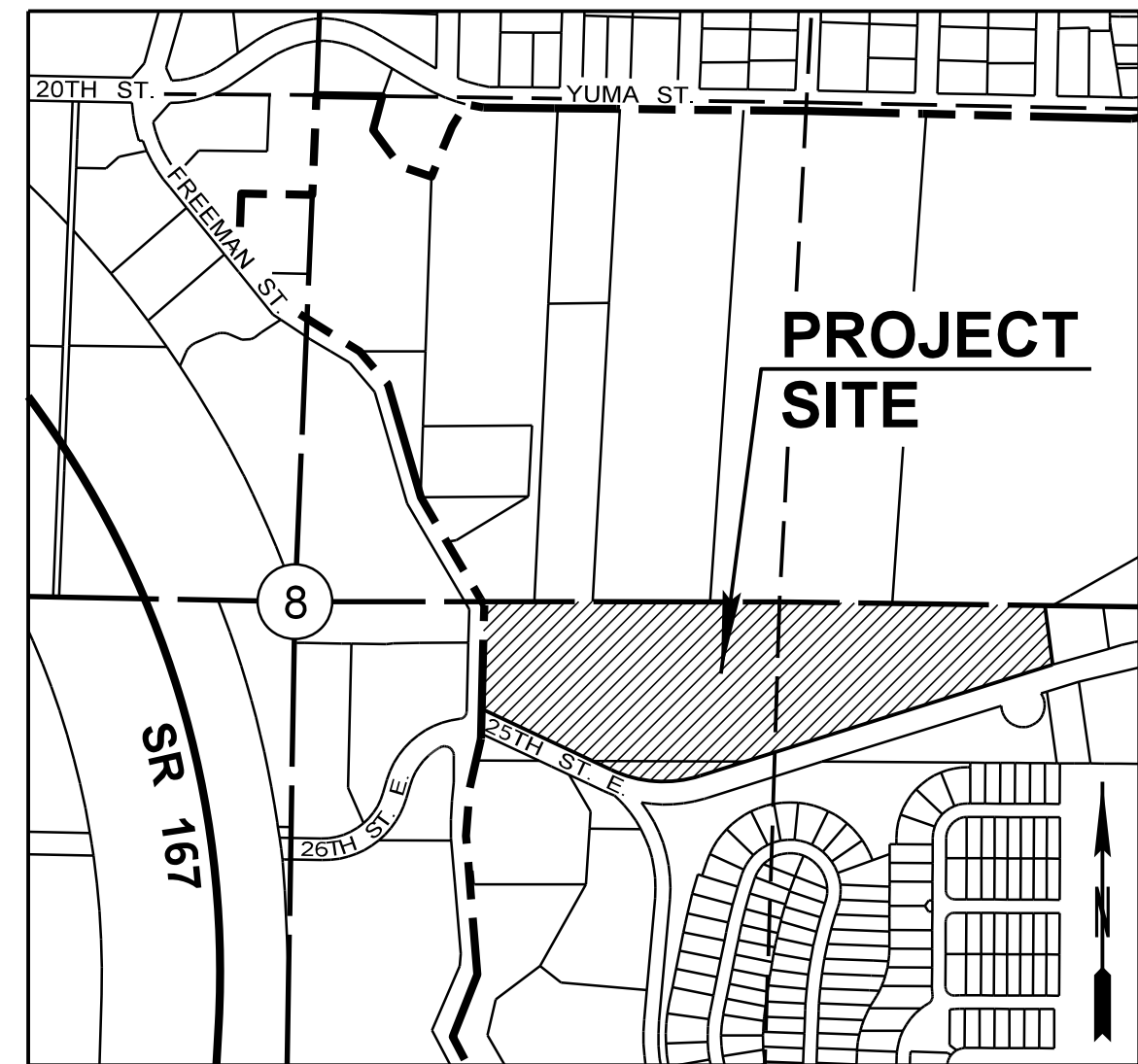
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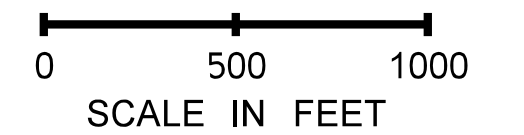
ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

THE BASIS OF BEARINGS AND DISTANCES ARE
DETERMINED FROM WASHINGTON COORDINATE
SYSTEM SOUTH ZONE (NAD 83/91).

THE DISTANCES SHOWN ARE GROUND DISTANCES.
TO OBTAIN THE GRID DISTANCE, MULTIPLY THE
GROUND DISTANCE BY THE COMBINED FACTOR
OF 0.99997785.



VICINITY MAP



PIERCE COUNTY SUNDRY SITE PLANS

**SR 167 COMPLETION
WETLAND MITIGATION
MORTENSEN FARMS**

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



DIGITALLY APPROVED BY
ENGINEER OF RECORD
ON MAY 14, 2021

MAY 14, 2021
APPROVED AND ADOPTED

STATE SURVEY MANAGER
SHEET 57

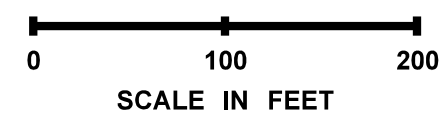
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3-11044	CITY OF EDGEWOOD	551.767	551.359	408			
PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER	RT.	EASMT	
TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.				OWNERSHIPS			
				ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.			

OWNERSHIPS

LEGEND

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES



Letter 7-22-21	7-30-2021	Revised Sundry Site boundary and 3-11044 areas in ownership block	MAL
Reference	Approval	Revision Description	By

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.
2200 Sixth Avenue, Suite 1100
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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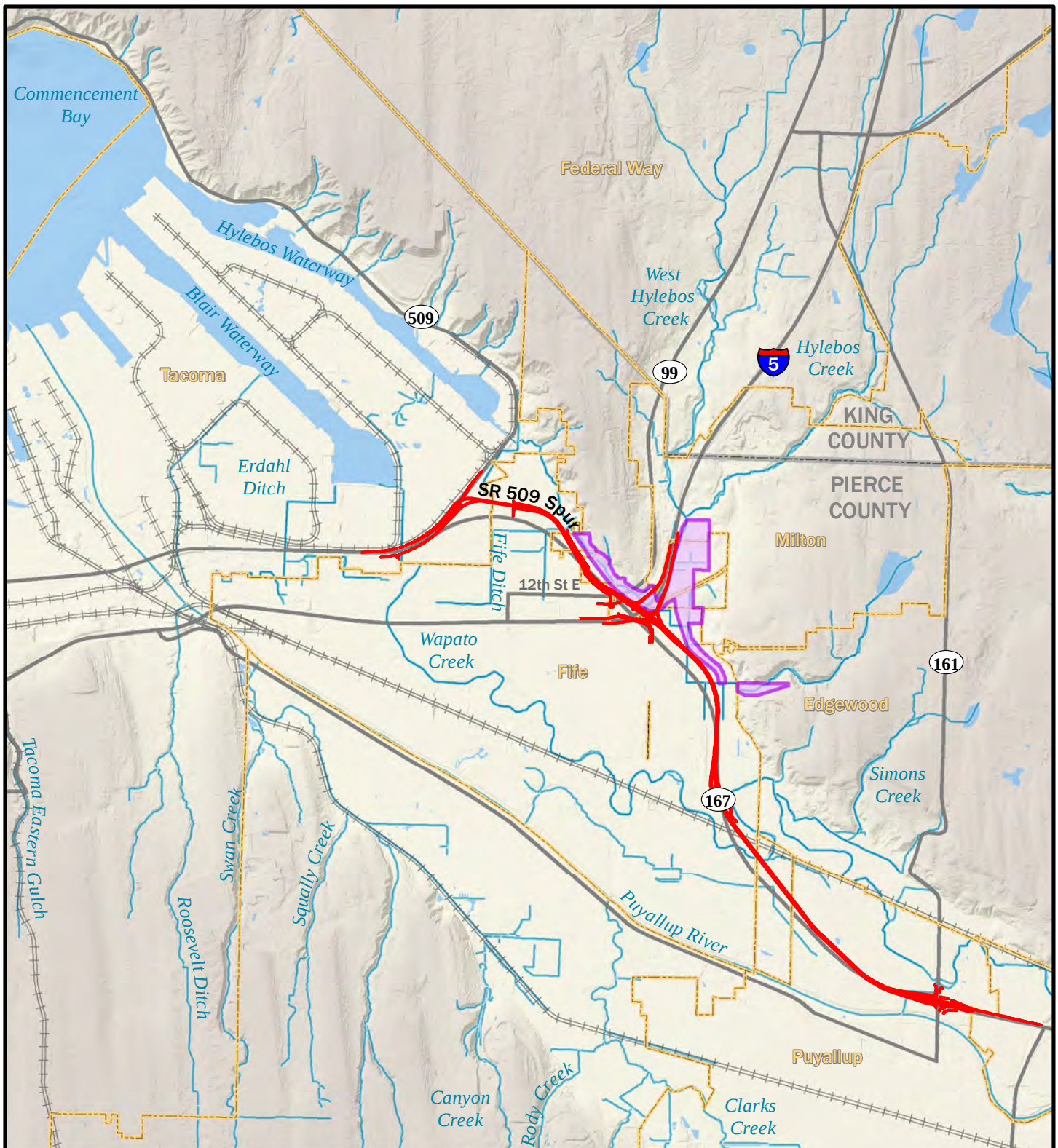
1. Introduction

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.



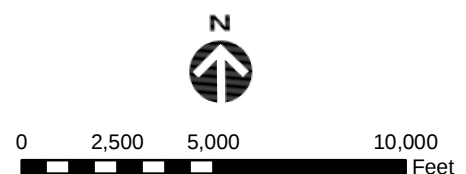
Legend

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

GCB 3315 - EXHIBIT D



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



K:\Projects\Y2016\16-06277-001\Project\vicinity_map.mxd (10/19/2017)

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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[Click on any icon for help on a specific topic](#)
[Low Flow](#)
[AOP](#)
[Energy Dissipation](#)
[Analyze Crossing](#)
[OK](#)
[Cancel](#)

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

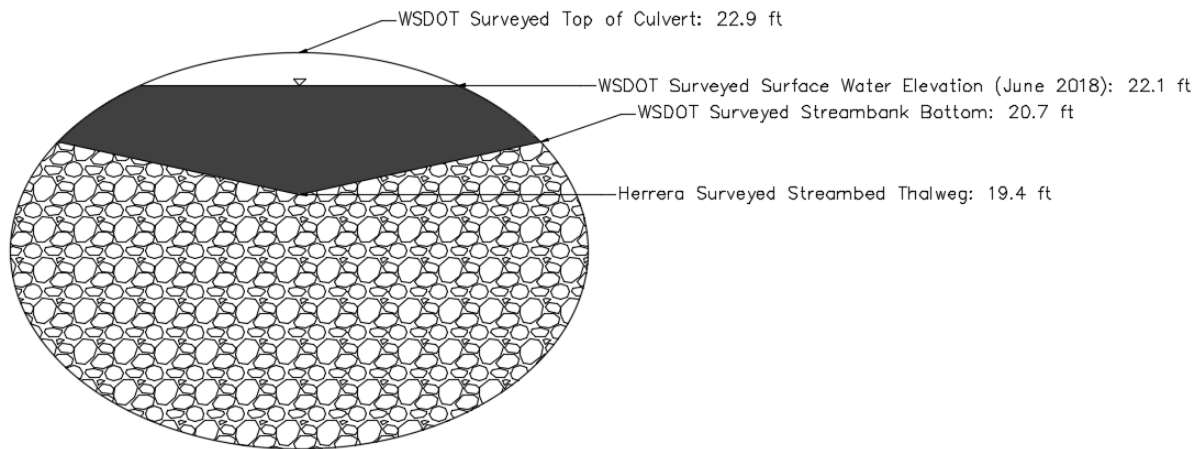
3.1.1 Survey

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

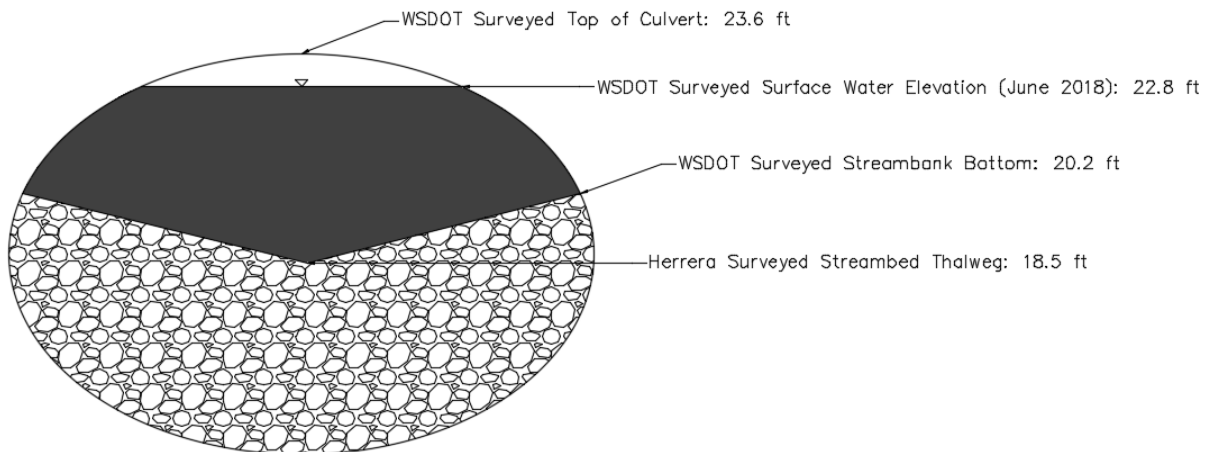


Figure 3. Freeman Road Culvert Cross Sections with Hydraulic Opening Denoted with Arrows.

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.

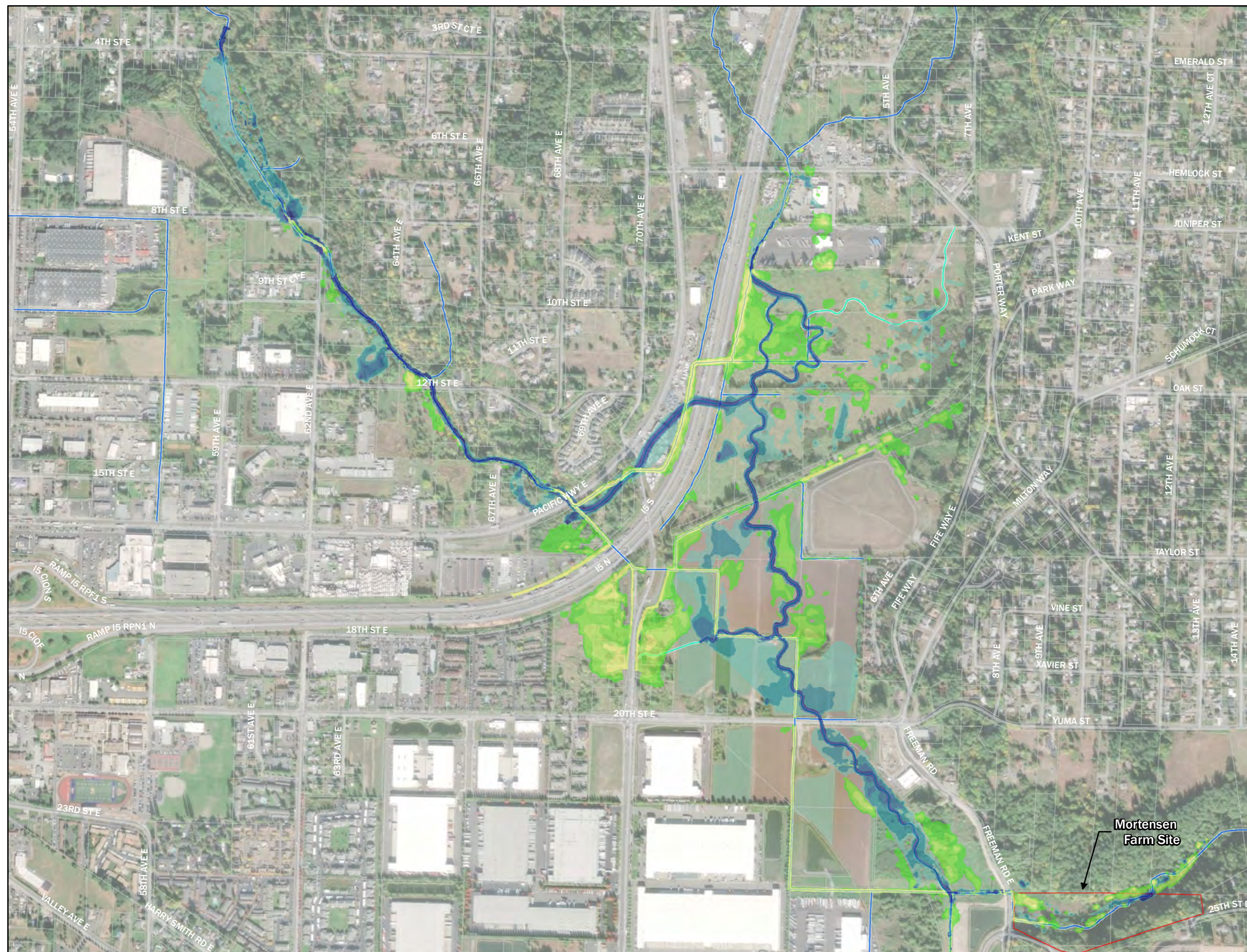
Figures 4 and 5 summarize the hydraulic effects of RRP floodplain excavation needed to offset an increase of 20 cfs in Surprise Lake Tributary flow downstream of Mortensen Farm in the 100-year flood event, for water depths and flow velocities, respectively. As can be seen in Figure 4, all the simulated 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.

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5. References

Barghausen. 2016. Stormwater Site Plan: Freeman Road Improvements, From Valley Avenue East to 20th Street East, Fife, Washington. Prepared for The Benaroya Company, LLC by Barghausen Consulting Engineers, Inc., Kent, Washington. June 10.

Barghausen, 2017. Freeman Road East As-Built Culvert 3 Replacement Plan. Barghausen Consulting Engineers, Inc., Kent, Washington. December 15.

Herrera. 2017. Hydraulic Modeling Approach Memorandum for Hylebos Creek, SR 167 Completion Project. Prepared for WSP USA and the Washington State Department of Transportation Olympic Region Office by Herrera Environmental Consultants, Inc., Seattle, Washington. August 28.

Herrera. 2018. Hydraulic Modeling Memo: Existing Conditions, SR 167 Completion Project. Prepared for WSP USA and the Washington State Department of Transportation Olympic Region Office by Herrera Environmental Consultants, Inc., Seattle, Washington.

Soundview. 2016. Wetland and Fish and Wildlife Habitat Assessment and Conceptual Mitigation Plan, Freeman Road Improvements. Prepared for The Benaroya Company, LLC, by Soundview Consultants, LLC, Gig Harbor, Washington. Revised February.

Troost, K.G. 2004. Geologic map of the Puyallup 7.5-minute quadrangle, Washington (Draft). US Geological Survey, scale 1:24,000.

USGS. 2014. NLCD 2011 Percent Developed Imperviousness (2011 Edition, amended 2014) – National Geospatial Data Asset (NGDA) Land Use Land Cover data set. US Geological Survey.

WSDOT. 2008. SR 167 Extension Project Hylebos Riparian Restoration Program. Preliminary Design Version 1.0. Washington State Department of Transportation. February 27.



**DEVIATION
MEMORANDUM**

Date: July 27, 2021

To: Bill Moody Olympic Region RES Appraisal Supervisor
360-704-3244

From: Gail J. Harmon, PhD, ASA-IFAS, WSDOT Review Appraiser
253-653-4489

Subject: Parcel 3-11044

Project: SR-167 Completion Freeman and 25th

R/W Plan Title: Pierce County Sundry Site Plans

Plan Sheets: 57

Plan Approval date: May 14, 2021

Date of Last Map Revisions: N/A Note that DV#2 is made from a Red-Line per request from Bill Moody, Olympic Region Appraisal Supervisor, with red-line change to acquisition area.

Appraiser: DV#1 of Appraisal made by Matt Minarck, MAI and Stephanie Wilson, Associate, SH&H Valuation and Counseling 3609 Market Place West, Suite 201, University Place, WA 98466.

Appraiser of Record for Value(s) in DV#2: Gail J. Harmon, PhD, ASA-IFAS, WSDOT Review.

Comments: As required by the appraisal sharing policy, an explanation for the value changes made during my appraisal review is provided in this memorandum. Please note that the appraisal reviewed has a signature date of October 01, 2019 and an effective date of August 20, 2019. This Deviation Memo explains the reason for changes in value as made in DV#2. The changes were made to reflect a R/W Plan change that left a remainder that was not part of the previous R/W Plan.

What Was Changed: The R/W acquisition area, which in turn has changed the remainder area per revised red-line plan dated (to be signed and dated). This has resulted in a change of the value difference between the Before and After calculations. The remainder has change from no remainder to 408 square feet remaining. The R/W acquisition in turn has changed from 55,767 square feet as a total acquisition to 55,359 square feet a partial acquisition. No change has been made in value date. The review appraiser has continued to accept the unit value as seen in DV\$1 of \$0.34/sf.

The following **Summary of Estimated Just Compensation** shows the breakout of changes made due to the change in the red-line plan sheet. All unit value(s) shown are based upon the appraisal made and reviewer in DV#1 with effective date of January 29, 2021, This date of value remains the same in DV#2.

**Summary of Estimated Just Compensation
Based upon Red-line R/W Plan sheet attached**

Allocation of Acquisition

Land:		
Fee purchase: 551,339sf @ \$0.34/sf	\$187,500.00r	
Improvements: N/A	N/A	
Damages: None	N/A	
Special Benefits: None	N/A	
Total Estimated Compensation		\$187,500.00

REVIEWER'S DETERMINATION OF VALUE:

Reviewer's Allocation of the amount believed to be Just Compensation:

VALUE BEFORE ACQUISITION: \$187,600.00	Acquisition: \$187,500
VALUE AFTER ACQUISITION: \$100.00r	Damages: \$0.00
VALUE DIFFERENCE: \$187,500.00	

The Amount Believed to be Just Compensation is: \$187,500.00

as of January 29, 2021

GJH





**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Discussion – Transportation Open House Scheduling	Agenda Item #: 2.F
	For Agenda of: 9/7/2021
	Prepared by: Jeremy Metzler
Attachments (list):	
Approval of Materials: Jeremy Metzler Rachel Pitzel 9/2/2021 Dave Gray 9/2/2021 Daryl Eidinger 9/2/2021	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 09/07/2021 SS

Summary Statement:

At the end of the August 17, 2021 study session, the Council expressed concern about holding the Transportation Open House with less than two weeks' notice. At the Mayor's direction, staff sent a Doodle Poll request, with the four responses received, the date with the most consensus only allowed for the same notification period we struggled with for the August 31st date. Therefore, before scheduling the Open House, the Mayor and Staff are seeking the Council's further input. First, do we proceed with a virtual meeting or wait until we can meet in person? Second, to avoid meeting conflicts, staff offers the following suggested dates and times to allow for at least four weeks' notice:

- Wednesday, October 6, 2021: Starting at 5p, 6p or 7p
- Wednesday, October 13, 2021: Starting at 5p, 6p or 7p
- Wednesday, October 20, 2021: Starting at 5p, 6p or 7p
- Wednesday, October 27, 2021: Starting at 5p, 6p or 7p
- Thursday, October 28, 2021: Starting at 5p, 6p or 7p

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Discussion – Transportation Open House Scheduling

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Resolution – Equipment Surplus	Agenda Item #: 2.G
	For Agenda of: 9/7/2021
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution 21-xxxx (Surplus Equipment) 2. DRAFT Surplus Equipment Exhibit A	
Approval of Materials: Jeremy Metzler Rachel Pitzel 9/2/2021 Dave Gray 9/2/2021 Daryl Eidinger 9/2/2021	Expenditure Required: N/A Amount Budgeted: N/A Timeline: 09/07/2021 SS 09/14/2021 RCM

Summary Statement:

Staff continues to work to identify and prepare to dispose of miscellaneous obsolete automobiles and equipment that are no longer in use or being retired as obsolete. The attached draft resolution would authorize the Mayor to work with staff to determine the most appropriate method to surplus the equipment, documenting any proceeds to be returned to the general fund.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Discussion – Resolution – Equipment Surplus

Fiscal Note/Consideration:

Any revenues generated from the surplus activity will be deposited in to the General Fund.

RESOLUTION NO. 21-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO DECLARE
MISCELLANEOUS OBSOLETE AUTOMOBILES AND
EQUIPMENT AS SURPLUS, AND ADMINISTER THE
SALE OF THE ITEMS**

WHEREAS, City staff have been working to identify and prepare to dispose of miscellaneous obsolete automobiles and equipment; and

WHEREAS, it is in the best interest of the City to free up valuable space that is currently not available due to storage of unused & obsolete items; and

WHEREAS, the City Council desires to formally authorize the Mayor to surplus said obsolete automobiles and equipment;

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

Section 1. Surplus Declaration. The City Council hereby declares these items surplus and authorizes the Mayor to administer the sale of items with a value greater than the disposal cost, donation of items that serve the public interest but have nominal or no value to the City, and finally to dispose of or recycle those items remaining. A list of items is attached as Exhibit A.

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

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

EXHIBIT A

City of Edgewood
Resolution No. 21-0xxx
Surplus Property List
September 14, 2021

Description of Item	Value
1987 Chevrolet Cheyenne 1-Ton Flatbed w/ Plow	\$2,000
2004(?) John Deere 717A Zero-turn Riding Mower	\$ 600
2006(?) Avalon Newport PS (Pellet Stove)	\$1,000

- Final values to be determined upon sale of items, to be attached to the Original Resolution.



City Of Edgewood Council Agenda Summary Sheet

Subject: Discussion – Retail Strategies	Agenda Item #: 2.I
	For Agenda of: 9/7/2021
	Prepared by: Dave Gray
Attachments (list): - Resolution 21-XXXX Retail Strategies 2021 Retail Strategies Personal Services Agreement - Final WCIA - 08-12-2021 2021 Retail Strategies Personal Services Agreement Exhibit A Scope of Work	
Approval of Materials: Dave Gray Rachel Pitzel 9/1/2021 Dave Gray 9/1/2021 Daryl Eidinger 9/1/2021	Expenditure Required: \$50,000 for less than a three year initial committment, per year or \$45,000 per year with a three-year initial committment.
	Amount Budgeted: The marketing budget was set at \$75,000 for 2021. \$50,000 was set aside for Buxton or another similar consultant effort and \$25,000 for internal marketing efforts by staff and/or the EDAB.
	Timeline: EDAB meeting discussion, July 2021 meeting discussion; August 2021 meeting discussion Council Study Session, August 17, 2021: Presentation & General Discussion Council Regular Meeting, August 24, 2021: Potential Council Action Study Session, September 7, 2021: General Discussion

Summary Statement:

The Mayor determined we would not ask the Council to extend our engagement with Buxton, believing we have gained the benefit of our three-year data mining and demoigraphic management effort and determining with EDAB, staff and discussions with Retail Strategies...our next best effort is to utilize the data and expertise we've gained to focus our efforts on connecting property owners with the commercial real estate industry and the developers connected to those retailers identified by Buxton as potential candidates, that Council, with input from EDAB, Staff and the Community have interest in attracting. In short...connect those with the dirt to those who will build on it for those who will stand up retail businesses in the City.

Item History:

Recommended Action:

Discuss interest in moving beyond Buxton and the potential benefits of an engagement with Retail Strategies.

Fiscal Note/Consideration:

RESOLUTION NO. 21-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH RETAIL STRATEGIES LLC TO ENHANCE THE SUCCESS OF THE CITY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN.

WHEREAS, the City of Edgewood has an interest in attracting targeted retail development to locate within the jurisdiction to fulfill community need and demand, as well as to help develop balanced growth between residential, commercial, and industrial activities; and

WHEREAS, said balanced growth not only promotes local satisfaction and enjoyment by helping develop a community with readily available and accessible goods and services, but also promotes a balanced City revenue stream as a result of "balancing the rooftops" thereby ensuring stability for the City to provide services needed and demanded by the community; and

WHEREAS, said balancing may improve the equitable distribution of the cost of providing City services by placing taxing burden on businesses who serve residents and non-residents coming to or through the community.

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

Section 1. Agreement Authorized. The Mayor is authorized to execute a Personal Services Agreement with Retail Strategies, LLC, attached hereto and incorporated herein as Exhibit A.

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

ADOPTED THIS XTH DAY OF XXXXXXXXXXXX, 2021

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

EXHIBIT A
CITY OF EDGEWOOD PERSONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 2021, by and between the City of Edgewood, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF EDGEWOOD, WASHINGTON (hereinafter the “CITY”)
2224 - 104th Avenue E.
Edgewood, Washington 98372
Contact: Mayor Daryl Eidinger Phone: 253-952-3299 Fax: 253-952-3537

and Retail Strategies, a Limited Liability Company, organized under the laws of the State of Alabama, doing business at:

Retail Strategies, LLC (hereinafter the “CONSULTANT”)
2200 Magnolia Ave, Suite 100
Birmingham, AL 35205
(205) 314.0386 info@retailstrategies.com www.retailstrategies.com

for personal services in connection with the following Project:

On-Going Retail Attraction and Matching Effort Seeding Retail Expansion in the City of Edgewood, Washington.

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit “A.” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. Terms. This Agreement shall commence on the date of mutual execution (“Commencement Date”) and shall terminate three years from the Commencement Date unless extended or terminated in writing as provided herein.

Revised 04/2021

4. Compensation.

The City will pay the Consultant at the commencement of this agreement, the sum of Forty-Five Thousand Dollars (\$45,000) with two additional payments of Forty-Five Thousand Dollars (\$45,000) on the anniversary of the commencement date for two consecutive years, subject to the other provisions of this agreement. Consultant may be reimbursed for reasonable and necessary out of pocket or travel costs incurred in the performance of this Agreement in excess of those identified as included in the annual flat fee identified in Exhibit A, only if approved in advance by the City. In the event this agreement is terminated Consultant shall reimburse the City on a prorated basis from the date of termination, all prepaid annual fees within thirty (30) days of notification of termination and Consultant shall not be entitled to any reallocation of cost, profit, or overhead.

5. Payment.

A. A All invoices for reimbursements shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

B. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold the next annual fee payment and/or any pending expense reimbursement until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Edgewood business license prior to performing any work under this Agreement.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the

employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, subject to the City's approval and general right of inspection to secure the satisfactory completion thereof. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination. This Agreement may be terminated by the City at any time upon 30 days' written notice to the Consultant.

B. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

C. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

D. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. Except as provided in Section 13.A. (below), the Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

13. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- A. **Limitation of Liability.** The Consultant's liability and indemnification of the City under the terms of this Agreement shall be limited to the coverage provided by the insurance as required by the Agreement, as well as limit the City's recourse to any remedy available at law or in equity.

B. **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provision for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

Revised 04/2021

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

I. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

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

City of Edgewood
Daryl Eidinger, Mayor
2224 - 104th Avenue E.
Edgewood, WA 98372
finance@cityofedgewood.org

Retail Strategies, LLC
Attn: Robert Jolly, CEO
2200 Magnolia Ave South, Suite 100
Birmingham, AL 35205
info@retailstrategies.com

Revised 04/2021

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the parties agree that they shall undertake reasonable attempts at negotiation and compromise, including, but not limited to, informal negotiation, mediation, or arbitration, prior to instituting any legal proceedings. If the parties are unable to resolve any dispute after such reasonable attempts at negotiation and compromise, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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

CITY OF EDGEWOOD, WASHINGTON

RETAIL STRATEGIES, LLC

Revised 04/2021

By: _____
Daryl Eidingen
Mayor

By: _____
Robert Jolly
CEO

Date: _____

Date: _____

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney

EXHIBIT A

I. CONSULTANT AGREEMENT SCOPE OF WORK

This section outlines what Retail Strategies (the “consultant”) will provide to the City of Edgewood (the “client”).

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule