



**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tuesday, March 21, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

1. CALL TO ORDER

Roll Call, Pledge of Allegiance

2. COUNCIL BUSINESS

- A.** Interview – Code Enforcement Board, Position No. 1
- B.** Development Review
- C.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)
- D.** Comprehensive Plan Periodic Update - AHBL Contract
- E.** Capital Project Prioritization
- F.** City Building Evaluations
- G.** Meridian Landscape Installation/Replacement
- H.** Opioid Settlement
- I.** Strategic Reserve Funding
- J.** Strategic Planning

3. OTHER COUNCIL ITEMS

4. ADJOURN

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



City Of Edgewood Council Agenda Summary Sheet

Subject: Development Review	Agenda Item #: 2.B
	For Agenda of: 3/21/2023
	Prepared by: John Fairbanks
Attachments (list): 1. Monthly Projects - Council Summary - PDF_PDF Pending Projects with Chart 2. Plat Construction Report 3. Permit Inspection Tally	
Approval of Materials: John Fairbanks Rachel Pitzel, City Clerk/HR Director 3/14/2023 Dave Gray 3/14/2023 Daryl Eidinger 3/14/2023	Expenditure Required: N/A Amount Budgeted: N/A Timeline: Recurring monthly during the second Study Session

Summary Statement:

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

To summarize the departmental functions, staff created several reports to provide monthly status updates regarding the flow of project permits and inspections. These reports are attached to this agenda bill each month. In addition, the CED Dashboard is available for viewing online at any time (<https://edgewood-wa.maps.arcgis.com/apps/opsdashboard/index.html#/6bbcef192696453796fd56c7cc928217>). On a rotating basis, one of the three division managers from the CED Department will present a quarterly update regarding their specific work group--in addition to the monthly reports. John Fairbanks, Code Compliance Manager will be presenting the Development Review this month.

Item History:

Recommended Action:

Hold a discussion

Fiscal Note/Consideration:

Pending Projects - Planning and Engineering Permits

43 Permits

Exported: 03/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
ADMIN USE PERMIT (AUP)								
22-1614	ARCO AMPM ADMINISTRATIVE USE	XXX 11TH ST E	420037064	PLANNING	ADMIN USE PERMIT (AUP)	UNDER REVIEW	12/02/2022	02/27/2023
23-1054	VERIZON WIRELESS FACILITY REAUTHORIZATION AUP	10223 29TH ST E	3625000371	PLANNING	ADMIN USE PERMIT (AUP)	PENDING PAYMENT	02/03/2023	02/24/2023
CLEAR AND GRADE								
21-1298	PROLOGIS PARK PHASE I CLEAR AND GRADE	3926 90TH AVE E	420163076	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	06/29/2021	09/08/2022
22-1101	DEROSS CLEAR AND GRADE	1105 108TH AVE E	420037014	ENGINEERING	CLEAR AND GRADE	WAITING ON REVISIONS	03/24/2022	02/22/2023
23-1056	VANENGELBURG CLEAR AND GRADE	12105 53RD STREET CT E	420232197	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	02/04/2023	02/07/2023
23-1083	NORTHWOOD ESTATES WEST CLEAR AND GRADE	9623 24TH ST E	420091103	ENGINEERING	CLEAR AND GRADE	UNDER REVIEW	02/16/2023	02/23/2023
23-1084	SIDHU CLEAR AND GRADE	2004 WEST VALLEY HWY E	4495400980	ENGINEERING	CLEAR AND GRADE	INCOMPLETE	02/16/2023	02/17/2023
23-1100	VanEngelenburg fill app	12105 53RD STREET CT E	420232197	ENGINEERING	CLEAR AND GRADE	APPLICATION	02/27/2023	02/27/2023
CODE UPDATES AND CHANGES								
22-1064	TOWN CENTER SUBAREA PLAN	2224 104TH AVE E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	02/09/2022	12/06/2022
22-007CODE	GENERAL SEWER PLAN (GSP) UPDATE	2224 104TH AVE E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	11/22/2022	02/03/2023
22-008CODE	GREEN BELT APARTMENTS COMPREHENSIVE PLAN AMENDMENT AND REZONE	9917 24TH ST E	420091014	PLANNING	CODE UPDATES AND CHANGES	UNDER REVIEW	12/21/2022	01/12/2023
23-001CODE	PUBLIC ZONING DISTRICT LAND USES AND PUBLIC FACILITIES	2224 104TH AVE E	420102012	PLANNING	CODE UPDATES AND CHANGES	APPLICATION	01/10/2023	01/30/2023
CRITICAL AREAS								
22-1580	SANDU SFR - CRITICAL AREAS	3822 108TH AVE E	420152028	PLANNING	CRITICAL AREAS	INCOMPLETE	11/04/2022	02/13/2023
DESIGN STAND REVIEW								
20-1348	DHALIWAL TC LANDING DESIGN STANDARDS REVIEW	1914 MERIDIAN AV E	420091158	PLANNING	DESIGN STAND REVIEW	UNDER REVIEW	07/13/2020	02/23/2023
HOME OCCUPATION								
22-1584	BIG DOG LITTLE DOG HOME BASED BUSINESS	501 121ST AVENUE CT E	420026024	PLANNING	HOME OCCUPATION	UNDER REVIEW	11/07/2022	01/30/2023
POST REVISION - ENG								
19-1413 PR1	WOLF POINTE SITE DEVELOPMENT POST REVISION	9810 36TH ST E	420165030	ENGINEERING	POST REVISION - ENG	WAITING ON REVISIONS	03/10/2022	09/08/2022
PRE APP								
22-1638	SANDHU REZONE PRE-APPLICATION	830 WEST VALLEY HWY E	420024003	PLANNING	PRE APP	INCOMPLETE	12/16/2022	02/07/2023
23-1060	2204 WEST VALLEY HWY REZONE PRE-APPLICATION	2204 WEST VALLEY HWY E	420111003	PLANNING	PRE APP	UNDER REVIEW	02/07/2023	02/28/2023
23-1077	MARVIN SHORT PLAT PRE APPLICATION	3816 122ND AVE E	420142128	PLANNING	PRE APP	PENDING PAYMENT	02/15/2023	02/24/2023
23-1078	PETTIT SHORT PLAT PRE APPLICATION	4218 108TH AV E	420153184	PLANNING	PRE APP	PENDING PAYMENT	02/15/2023	02/24/2023
23-1104	Homestretch Preliminary Plat	2120 116TH AVE E	420101036	PLANNING	PRE APP	APPLICATION	02/28/2023	02/28/2023

Pending Projects - Planning and Engineering Permits

43 Permits

Exported: 03/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
REASONABLE USE EXCEPTION								
23-1046	DE ROSS ACCESS DRIVEWAY REASONABLE USE EXCEPTION	1105 108TH AVE E	420037014	PLANNING	REASONABLE USE EXCEPTION	UNDER REVIEW	01/26/2023	02/28/2023
SEPA								
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	420163076	PLANNING	SEPA	APPLICATION	10/28/2022	10/28/2022
22-1574	SEPA for PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	420163076	PLANNING	SEPA	APPLICATION	10/28/2022	10/28/2022
22-1580 SEPA	SANDU SFR - SEPA	3822 108TH AVE E	420152028	PLANNING	SEPA	APPLICATION	11/04/2022	02/09/2023
SHORT PLAT - FINAL								
21-1613	TEBALDI SHORT PLAT FINAL PLAT	4625 126TH AVE E	6755000240	PLANNING	SHORT PLAT - FINAL	UNDER REVIEW	01/10/2022	02/23/2023
SHORT PLAT - PRELIMINARY								
22-1385	AFICHUK PRELIMINARY SHORT PLAT	1625 112TH AVE E	9770000011	PLANNING	SHORT PLAT - PRELIMINARY	WAITING ON REVISIONS	07/15/2022	02/14/2023
22-1479	JONES PRELIMINARY SHORT PLAT	11517 34TH ST E	420151002	PLANNING	SHORT PLAT - PRELIMINARY	UNDER REVIEW	09/16/2022	02/22/2023
22-1639	WEBSTER SHORT PLAT ALTERATION	11203 16TH ST E	420038028	PLANNING	SHORT PLAT - PRELIMINARY	INCOMPLETE	12/19/2022	02/14/2023
SITE DEVELOPMENT								
19-1401	BEREZNYOV SHORT PLAT SITE DEVELOPMENT	8904 20TH ST E	420096012	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	08/16/2019	10/25/2022
20-1624	DHALIWAL TC LANDING SITE DEVELOPMENT	1914 MERIDIAN AV E	420091158	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	11/30/2020	02/09/2023
21-1430	WINDMILL PARK TOWNHOMES SITE DEVELOPMENT	3117 MERIDIAN AVE E	420103072	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	09/24/2021	09/23/2022
22-1218	TAPPS APARTMENT SITE DEVELOPMENT	XXX 29TH ST E	3625000372	ENGINEERING	SITE DEVELOPMENT	WAITING ON REVISIONS	04/22/2022	02/27/2023
22-1397	VIEW POINTE RV SITE DEVELOPMENT	10315 12TH STREET CT E	420037059	ENGINEERING	SITE DEVELOPMENT	UNDER REVIEW	07/26/2022	02/27/2023
SITE PLAN DESIGN REVIEW								
21-1031	PROLOGIS PARK SITE PLAN REVIEW (PHASE I AND II)	3926 90TH AVE E	420163076	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	01/22/2021	02/02/2023
22-1505	2513 MERIDIAN MIXED-USE SITE PLAN REVIEW	XXX MERIDIAN AVE E	420103027	PLANNING	SITE PLAN DESIGN REVIEW	WAITING ON REVISIONS	09/29/2022	02/23/2023
22-1615	ARCO AMPM SITE PLAN DESIGN REVIEW	XXX 11TH ST E	420037064	PLANNING	SITE PLAN DESIGN REVIEW	UNDER REVIEW	12/02/2022	02/27/2023
23-1053	K & B RESTORATIONS SITE PLAN REVIEW	2724 MERIDIAN AVE E	420094015	PLANNING	SITE PLAN DESIGN REVIEW	UNDER REVIEW	02/02/2023	02/28/2023
23-1072	EDGEWOOD HEIGHTS PHASE II TOT LOT COVER AND RAMP 1 SITE PLAN REVISION (5212)	1909 104TH AVE E	420106035	PLANNING	SITE PLAN DESIGN REVIEW	UNDER REVIEW	02/13/2023	02/24/2023
STREET USE								
22-031	DUNCAN STREET USE	113 MERIDIAN AVE E	420032021	ENGINEERING	STREET USE	UNDER REVIEW	06/09/2022	07/15/2022
SUBDIVISION - PRELIMINARY PLAT								
21-1282	WINDMILL PARK TOWNHOMES SUBDIVISION PRELIMINARY PLAT	3117 MERIDIAN AVE E	420103072	PLANNING	SUBDIVISION - PRELIMINARY PLAT	UNDER REVIEW	06/17/2021	02/21/2023
TUP								
22-1631	CHURCH OF JOY TENT TUP	1120 114TH AVE E	420034149	PLANNING	TUP	PENDING PAYMENT	12/13/2022	02/21/2023

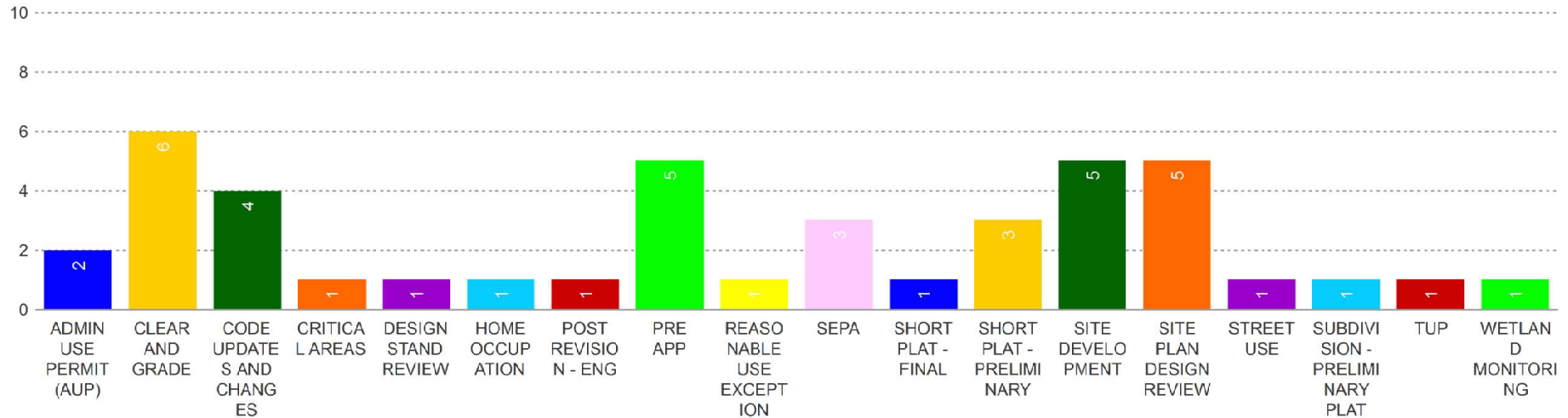
Pending Projects - Planning and Engineering Permits

43 Permits

Exported: 03/01/2023

Permit #	Project	Site Address	Parcel	Department	Type	Status	Submitted	Last Activity
22-1570WM	WETLAND MONITORING JENNA ACRES WETLAND MONITORING	1419 114TH AVE E	420034061	PLANNING	WETLAND MONITORING	APPLICATION	11/28/2022	12/03/2022

Permits by Type

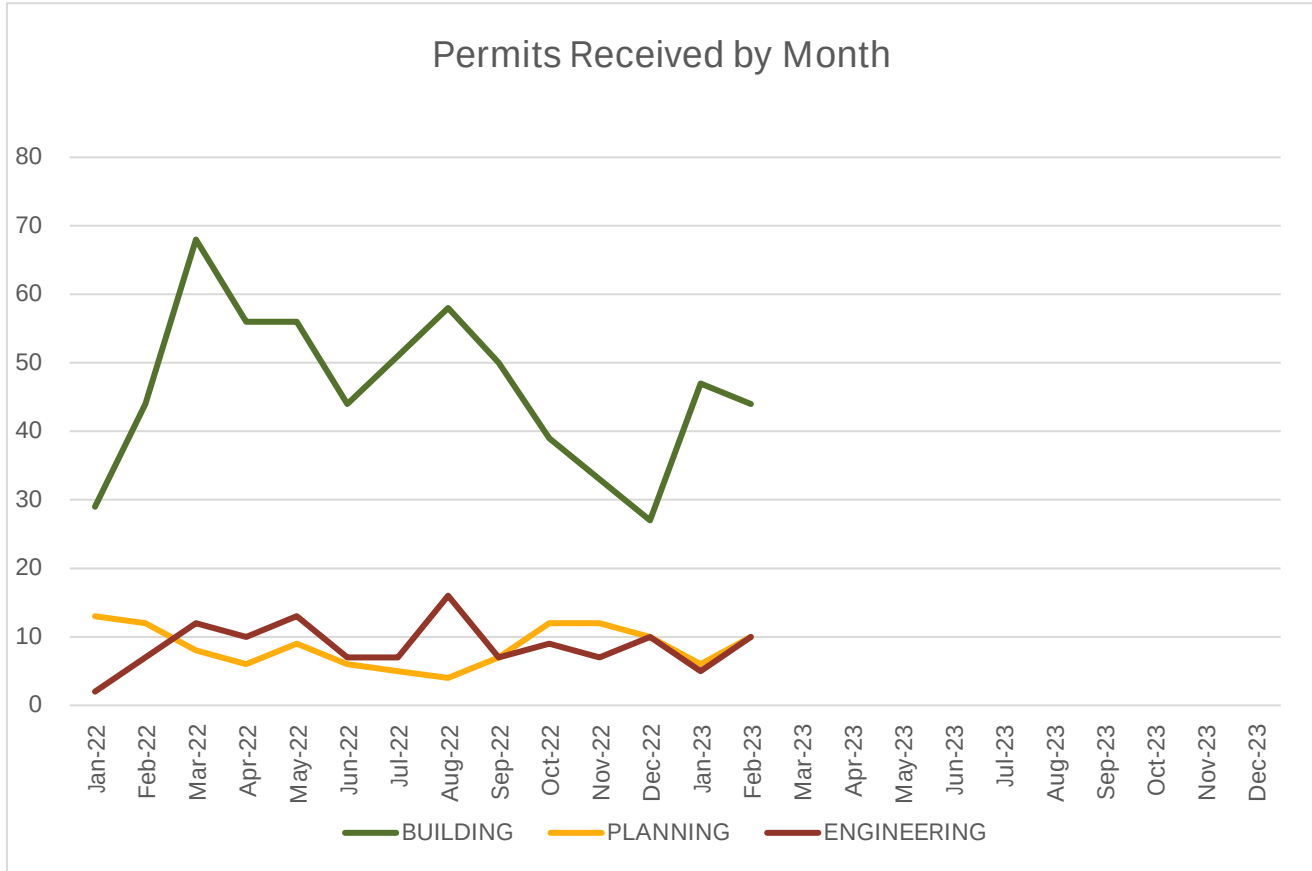


Plat Construction Tracking Report- February 2023

Preliminary Plat						Site Development	Final Plat		Buildout	
Submitted	Project	Address	Total Lots	Status	Approved	Status	Status	Lots Recorded	Completed Homes #	Completion Date
2022	JONES SHORT PLAT	11517 34TH ST E	3	APPLICATION						
	AFICHUK SHORT PLAT	1625 112TH AVE E	2	APPLICATION						
2021	WINDMILL PARK TOWNHOMES	3117 MERIDIAN AVE E	45	APPLICATION		APPLICATION				
	BREYER SHORT PLAT	2114 95TH AVCT E	5	APPROVED	9/20/2021	FINALED				
2020	HUNTINGTON SHORT PLAT	9605 18TH STCT E	3	APPROVED	2/8/2021	FINALED	APPROVED	3	3	100% Nov. 23, 2022
	TEBALDI SHORT PLAT	4625 126TH AV E	2	APPROVED	11/12/2020	N/A	APPROVED	2	1	50%
	PADEN SHORT PLAT	1302 114TH ST E	2	APPROVED	2/1/2021					
	HARRISON SHORT PLAT	12121 42ND ST E	2	APPROVED	2/1/2021	FINALED	APPROVED	2	1	50%
	PHILLIPS RIDGE SUBDIVISION	XXX 86TH AVCT E	14	APPROVED	12/29/2020	ISSUED	APPROVED	14	6	43%
	DODDS SHORT PLAT	4902 EDGEWOOD DR E	2	APPROVED	9/3/2020	N/A	APPROVED	2	1	50%
2019	BJERK SHORT PLAT	9815 31ST ST E	2	APPROVED	1/14/2020	N/A	APPROVED	2	1	50%
	ESTATES ON CALDWELL SUBDIVISION	XXX CALDWELL RD E	6	APPROVED	5/5/2020	FINALED	APPROVED	6	1	17%
	JENNA ACRES SHORT PLAT	1419 114TH AV E	4	APPROVED	9/14/2020	FINALED	APPROVED	4	1	25%
	SELLERS SHORT PLAT	11215 13TH ST E	2	APPROVED	9/27/2019					
	WAGNER SHORT PLAT	11226 18TH ST E	3	APPROVED	10/23/2019	ISSUED	APPROVED	3	3	100% Mar. 7, 2023
	RAMSAUR SHORT PLAT	9505 24TH ST E	4	APPROVED	6/21/2019	N/A	APPROVED	4	4	100% Feb. 14, 2023
2018	BECKER SHORT PLAT	4122 CALDWELL RD E	2	APPROVED	7/1/2019	ISSUED	APPROVED	2	1	50%
	BARTH SUBDIVISION	XXX 96TH AV E	37	APPROVED	6/4/2020	ISSUED	APPROVED	35	0	
	GRUBB SHORT PLAT	12325 48TH ST E	3	APPROVED	12/29/2020					
	HEART & SOUL SHORT PLAT	9725 18TH STCT E	4	APPROVED	12/26/2018	FINALED	APPROVED	4	4	100% Dec. 13, 2021
	CHUMAKIN SHORT PLAT	2005 112TH AV E	4	APPROVED	6/22/2018	FINALED	APPROVED	4	2	50%
	BEREZNYOV SHORT PLAT	8904 20TH ST E	4	APPROVED	1/10/2019	APPLICATION				
2017	ABEL SHORT PLAT	12321 16TH ST E	6	APPROVED	9/13/2018	ISSUED	APPROVED	6	2	33%
	CIRILIUM (RESERVE AT HILLCREST) SUBDIVISION	12311 31ST ST E	18	APPROVED	8/15/2018	FINALED	APPROVED	18	18	100% July 27, 2022
	WOLF POINT SUBDIVISION	XXX MERIDIAN AV E	56	APPROVED	3/20/2019	ISSUED				
2016	GAGNON SHORT PLAT	2620 110TH AV E	2	APPROVED	11/17/2017	FINALED	APPROVED	2	2	100% Nov. 22, 2021
	VOLENTE SUBDIVISION	8626 33RD ST E	15	APPROVED	6/6/2017	ISSUED	APPROVED	15	0	
	DOMUS TOWNHOMES PRD (THE WOODLANDS)	10525 11TH ST E	55	APPROVED	1/11/2017	FINALED	APPROVED	55	17	31%
	EDGEWOOD VIEW ESTATES SUBDIVISION PHASE 2	8224 20TH ST E	67	APPROVED	12/14/2017	FINALED	APPROVED	67	67	100% Jan. 14, 2022
	GERVAIS SHORT PLAT	1607 112TH AVE E	3	APPROVED	12/22/2016	ISSUED	APPROVED	3	1	33%
2015	PASCOLO ESTATES SUBDIVISION	2806 117TH AVE CT E	19	APPROVED	3/21/2017	FINALED	APPROVED	19	13	68%
	NICKLAUS (ASTER POINT) SUBDIVISION	2305-2307 94TH AVE CT E	38	APPROVED	12/15/2016	FINALED	APPROVED	38	31	82%
	CALIBER SHORT PLAT	3312 106TH AVE E	6	APPROVED	9/8/2016	FINALED	APPROVED	6	5	83%
	EDGEWOOD ESTATES SUBDIVISION	12220 12TH ST E	14	APPROVED	9/29/2016	ISSUED	APPROVED	14	13	93%
	VIEW POINTE SUBDIVISION	10413 13TH ST E	44	APPROVED	4/29/2016	FINALED	APPROVED	44	43	98%
2014	CURRAN ESTATES SUBDIVISION	412 114TH AVE E	9	APPROVED	12/30/2015	FINALED	APPROVED	9	7	78%
2014	LISITSYN SHORT PLAT	11120 COUNTY LINE RD E	6	APPROVED	7/15/2014	FINALED	APPROVED	6	3	50%
2013	WESTRIDGE SUBDIVISION	FREEMAN RD	290	APPROVED	9/4/2014	FINALED	APPROVED	284	280	98%

Feb 2023

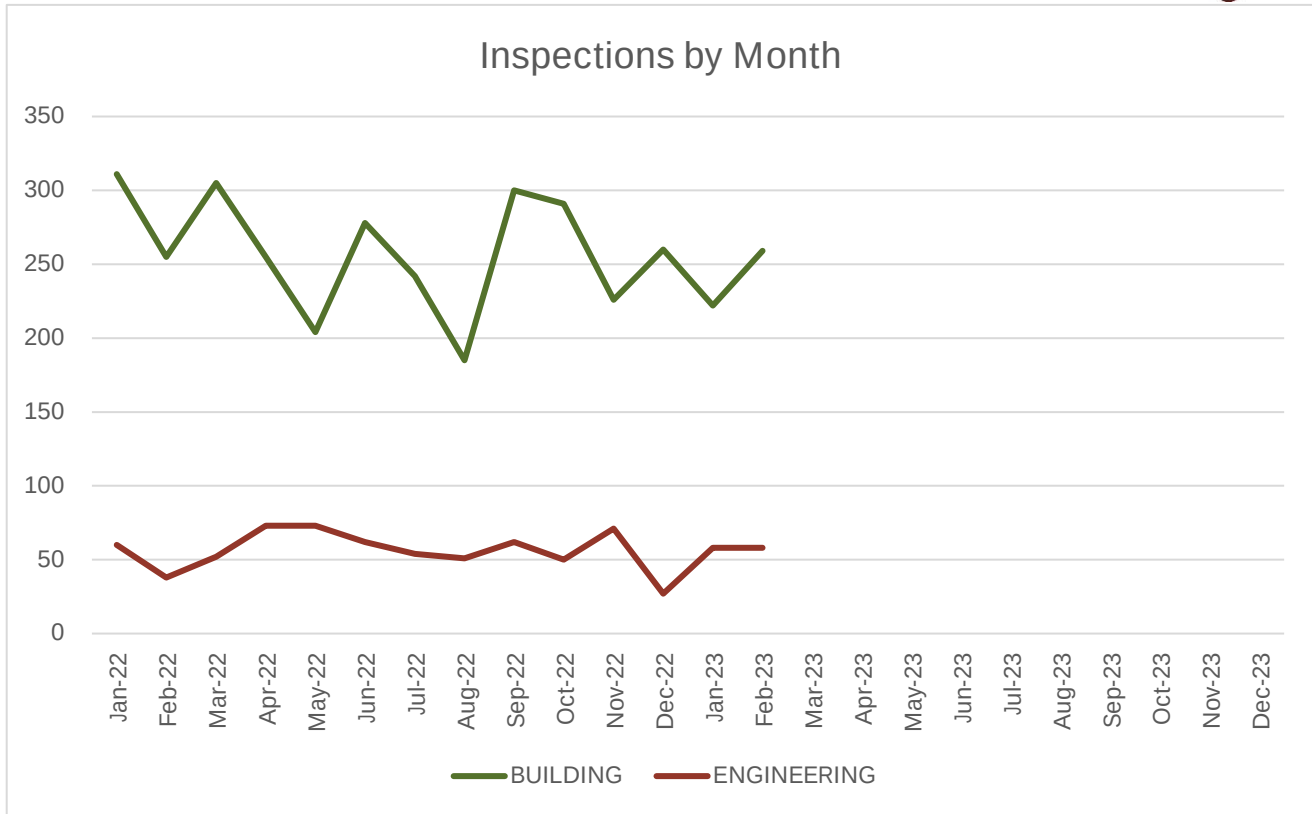
Monthly Development Report



Permits	Building		Planning		Engineering	
	Received	Approved	Received	Approved	Received	Approved
Feb 2023	44	54	10	7	10	6
Feb 2022	44	24	12	9	7	6
Roll Avg 2023	46	38	8	7	8	6
Roll Avg 2022	37	24	13	7	5	5
YTD 2023	91	76	16	14	15	12
YTD 2022	73	47	25	13	9	10
	Building		Planning		Engineering	
	Month	Received	Month	Received	Month	Received
Highest Month 2023	Jan	47	Jan	10	Jan	10
Highest Month 2022	Mar	68	Jan	13	Aug	16

Feb 2023

Monthly Development Report



<i>Inspections</i>	Building		Engineering	
Feb 2023	259		58	
Feb 2022	255		38	
Roll Avg 2023	241		58	
Roll Avg 2022	283		49	
YTD 2023	481		116	
YTD 2022	566		98	
	Building		Engineering	
	Month	Insp.	Month	Insp.
Highest Month 2023	Jan	259	Jan	58
Highest Month 2022	Jan	311	Apr	73



City Of Edgewood Council Agenda Summary Sheet

Subject: Equity, Diversity and Inclusion (Trainings, Planning, etc.)	Agenda Item #: 2.C
	For Agenda of: 3/21/2023
	Prepared by: Jill Schwerzler-Herrera
Attachments (list):	
Approval of Materials: Jill Schwerzler-Herrera Rachel Pitzel, City Clerk/HR Director 3/13/2023 Dave Gray 3/13/2023 Daryl Eidinger 3/13/2023	Expenditure Required: Amount Budgeted: Timeline: Topic to be added to all future Study Sessions (see item history below)

Summary Statement: Mayor Eidinger will host the first discussion in a series of historical topics. The first topic is the “Indian Removal Act of 1830,” and how this and similar actions tie locally to an ordinance passed in Seattle in 1865. Prior to the meeting, please review the following articles:

- Seattle Board of Trustees passes ordinance, calling for removal of Indians from the town, on February 7, 1865 <https://www.historylink.org/file/10979>
- Office of the Historian - Indian Treaties and the Removal Act of 1830 <https://history.state.gov/milestones/1830-1860/indian-treaties>

Item History:

The council has asked that this topic be discussed at all study sessions for the foreseeable future. As such, this has been a reoccurring agenda item since September of 2020.

Recommended Action:

N/A

Fiscal Note/Consideration:

N/A



City Of Edgewood Council Agenda Summary Sheet

Subject: Comprehensive Plan Periodic Update - AHBL Contract	Agenda Item #: 2.D
	For Agenda of: 3/21/2023
	Prepared by: Lauren Balisky, Evan Hietpas
Attachments (list): 1. Final RFQ 2. RFQ Submittal 3. AHBL Scope of Work 4. AHBL Budget 5. Comp Plan Periodic Update- RFQ Contract- final draft 03.15.2023 6. Commerce Grant Award Letter	
Approval of Materials: Lauren Balisky, Evan Hietpas Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: \$529,402 Amount Budgeted: \$100,000 (2023 - Professional Services - GMA) Timeline: 03/21/2023 SS 03/28/2023 RCM

Summary Statement: The City of Edgewood is required to complete a periodic update of the City's Comprehensive Plan under the Washington State Growth Management Act. The current periodic update schedule requires a December 31, 2024 completion date. To accomplish this important work, the City issued a Request for Submission of Qualifications (RFQ) on October 31, 2022. Through this process, City staff selected AHBL Inc. as the preferred consultant. AHBL and their sub-consultants have robust experience working with jurisdictions on long-range planning efforts.

City staff and AHBL have worked together to develop a Scope of Work (SOW) for the Periodic Update process (Attachment 3). This SOW was used to calculate time and expenses required by the Consultant to calculate a proposed budget of \$529,402 for the Consultants' services (Attachment 4). In order to begin working with the Consultant, the City needs to finalize a contract agreement with AHBL. A final draft of the contract is included (Attachment 5).

Additional Budget Information:

BARS	Description	2023	2024	Notes
001-058-000-558-60-41-23	Professional Serv-GMA	\$100,000	\$0	
	Commerce Grant	\$93,750	\$31,250	Assuming 100% of contract ending in 2023 plus 50% of contract ending in 2024 for the 2023 year. Remaining 50% in 2024.

			Requires budget amendment.
Annual Subtotal	\$193,750	\$31,250	
Current Budgeted Total		\$225,000	
Gap		\$204,500	AHBL Total Budget of ~ \$529,500

Item History:

Recommended Action:

Hold a discussion and provide staff guidance regarding Comprehensive Plan Periodic Update - AHBL Contract

Fiscal Note/Consideration:

The City of Edgewood was awarded a \$125,000 grant from the WA State Department of Commerce to support this Periodic Update in 2023 and 2024 (Attachment 6). Therefore, the anticipated direct cost to the City is approximately \$404,500. A budget amendment will be required to address the anticipated funding gap of \$304,500 between 2023 and 2024.

City of Edgewood

REQUEST FOR SUBMISSION OF QUALIFICATIONS

2023-2024 COMPREHENSIVE PLAN UPDATE

I. PURPOSE OF REQUEST.

The City of Edgewood ("City") is seeking Statements of Qualifications (SOQs) from professional consulting firms licensed under the laws of the State of Washington who wish to participate in the city's selection of a qualified consultant capable of preparing the periodic update to the City's Comprehensive Plan, as required under the Growth Management Act.

It is the City's intent to select consultants based on relevant experience and qualifications, and the ability to perform the necessary work and to complete assigned projects within the timeframe specified. Once the City has reviewed the qualifications, one or more firms may be requested to provide additional information and/or participate in an interview process. **Do not submit any price or fee information at this time. Firms providing such information as part of their response to this request may be disqualified.**

The selected consultant(s) will be expected to work with the City as a partner, working with City staff as directed. Work under this contract will be performed under a specific scope, budget, and schedule to be negotiated after the selection process is complete. **Any contract executed pursuant to this Request for Qualifications is expected to run through 2024 and shall be substantially in the form attached to this RFQ.**

II. TIME SCHEDULE.

The City will attempt to follow this general timetable. This schedule is provided for information only and may be adjusted as needed. Proposers are encouraged to reserve flexibility for interviews:

Issue Request for Qualifications	October 31, 2022
Deadline for submittal of Request for Qualifications	December 2, 2022
Preliminary Selection of Consultants to Interview (if applicable)	December 9, 2022
Consultant Interviews	December 14 to 20,
2022	
Begin Negotiations with Chosen Consultant	January 2, 2023
Initial Council Consideration of Contract	January 17, 2023
Council Authorization to Execute Agreements with Consultant	January 24, 2023

III. INSTRUCTIONS TO PROPOSERS.

- A. **One (1) electronic copy** of the SOQ must be received by **December 2, 2022 at 4:00 PM.** *No faxed or hard copies will be accepted.* It is the responsibility of the firm to ensure the

complete SOQ arrives on time and to the correct location. Any SOQ received after the scheduled closing time shall be returned to the firm noted as “rejected” by the City Clerk.

B. All SOQs should be electronically submitted to:

City of Edgewood

Attn: Rachel Pitzel, City Clerk

RE: RFQ 2023-2024 COMPREHENSIVE PLAN UPDATE

Email: rachel@cityofedgewood.org

C. Any additional information or addendum to this request will be issued by the City prior to the submittal deadline. The City will e-mail such information directly to known interested parties. Though not a requirement, proposers are encouraged to register with the City Clerk, Rachel Pitzel, so they can be apprised of any addendums to this RFQ.

D. SOQs should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to perform the work, satisfy the requirements of the request and be **limited to 15 single-sided pages total.**

E. All submittals of qualifications must include the following information:

1. The names and resumes of individuals who will be working on the proposed services, including any proposed sub-consultants, and their areas of individual expertise and responsibility.
2. A brief overview of the company, including how long in business, number of staff currently tasking these types of projects, privately or publicly owned, state of incorporation or registration, Federal & State tax identification, and if the business qualifies under the Washington State Minority Business criteria.
3. Three relevant past project experiences of the firm/team with three references (within the last 10 years), including entity name, contact person with email and telephone number. Municipal references preferred.
4. Familiarity with local conditions, codes and practices, as evidenced in previous projects.
5. The name, title and authority of the individual authorized to execute the contract upon award.

IV. SELECTION CRITERIA.

The City will evaluate SOQs with an Evaluation Committee to determine rankings based upon materials submitted, using the selection criteria and points indicated below. The Evaluation Committee may be comprised of City staff, appointed or elected officials, and other

professionals. Several consultants may be invited for interviews. The following may be used to evaluate the applicants:

- A. Demonstrated experience / expertise with municipal Comprehensive Planning – **25 points**
- B. Overall professional experience and availability of consultant team assigned to project – **10 points**
- C. Familiarity and knowledge of the Edgewood Municipal Code and all other applicable adopted codes and policies – **15 points**
- D. Previous experience and familiarity with the City of Edgewood – **10 points**
- E. Demonstrated ability to work efficiently, including responsiveness – **10 points**
- F. Understanding of the request and general approach to the proposed work – **15 points**
- G. References and similar project experience – **10 points**
- H. Presentation of qualifications – **5 points**

V. TERMS AND CONDITIONS.

- A. The City reserves the right to reject any and all SOQs and waive any minor irregularities.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any firm.
- C. The City reserves the right to award a contract to the next most qualified firm, if the initially selected firm is not able to agree to contract terms by January 13, 2023.
- D. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City (substantially in the form of the agreement attached to this RFQ) and shall reflect the specifications in this request. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this request, and which is not approved by the City Attorney. Contractors shall obtain all required insurance and provide proof of such insurance to the City in accordance with the contract.
- E. The City shall not be responsible for any costs incurred by any consulting firm in preparing, submitting or presenting its SOQ.
- F. In submitting qualifications, the respondent agrees to comply with all applicable Federal, State, and City of Edgewood laws in the conduct of work specified herein. The consultant

selected to work on this project will be required to obtain a City of Edgewood business license.

- G. All proposals will become the property of the City, and are subject to the disclosure provisions under the Public Records Act, Chapter 42.56 RCW.

VI. SCOPE OF SERVICES.

The selected consulting firm must be capable and proficient in the following elements of municipal comprehensive planning:

- Evaluating the City's current plans and policies for gaps, inconsistencies, and changes since the last Comprehensive Plan update was completed, including but not limited to review of local documents against County, Regional, and State plans and policies
- Engaging with the public, as required under the Growth Management Act and directed by the city, to ensure public input and participation informs the Comprehensive Plan Update
- Developing and preparing the Comprehensive Plan Update, compiling all the required elements into a single document, adding and/or combining elements where appropriate, while ensuring the final plan remains flexible where appropriate to allow for future actions that may not be able to be anticipated at this time
- Assisting City staff with the SEPA Environmental Review process, including but not limited to SEPA Checklist preparation and coordination with the Department of Commerce
- Presenting the above items to the public and City policymakers, such as the Planning Commission, Economic Development Advisory Board, Parks and Recreation Advisory Board and City Council, throughout the entire Comprehensive Plan Update process
- Identifying any code updates that may become necessary as a result of the Comprehensive Plan Update process, and assisting staff with prioritizing said code updates to ensure smooth implementation

The Consultant will be expected to work directly with staff, primarily as a technical expert, as coordinated with the City's Community Development and Public Works Directors. A lead staff member from each Department may be assigned to work directly with the Consultant to provide timely and efficient review and project delivery, providing direct support for public participation, formal hearings, and project review. Work may also occasionally include consultant participation in City Council Study Sessions (1st and 3rd Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2nd and 4th Tuesdays of the month), or attendance at and participation in meetings with other boards, commissions, or the general public (Town Halls or Open Houses, for example).

The Consultant shall not subcontract with sub consultants for the performance of any work under this Agreement without prior written permission of the City.

General Background

The City of Edgewood is 8.9 square miles and home to nearly 14,000 residents. The City is entirely within Pierce County and is geographically located in the “North Hill” area surrounded by the cities of Milton, Fife, Puyallup and Sumner. The City’s northern boundary is adjacent to King County. Incorporated as a code city, the City of Edgewood formed on February 28, 1996 and has operated under the strong Mayor form of government since August 2015.

Edgewood has experienced significant population growth since 2015, the year its current Comprehensive Plan was adopted. In 2021, Edgewood had the second fastest growing population in the Puget Sound region. This growth must be carefully considered in this Comprehensive Plan periodic update. Key focus areas include community engagement, land use and zoning, economic development, urban design, housing diversity, sanitary sewer utility, environmental protection and sustainability, and multi-modal transportation.

VII. OTHER INFORMATION

The City of Edgewood fully complies with Title VI of the Civil Rights Act of 1964 and related statutes in all programs and activities. Those requiring disability accommodations and/or materials made available in an alternate format, or for additional information or explanation of the contents or intent of these specifications, please contact the City with your questions via email to Rachel Pitzel, City Clerk/HR Director, at rachel@cityofedgewood.org or by telephone at (253) 952-3299.

December 2, 2022

Ms. Rachel Pitzel
City Clerk
City of Edgewood
2224 104th Avenue East
Edgewood, WA 98372



Transmitted via email: rachel@cityofedgewood.org

RE: RFQ 2023-2024 Comprehensive Plan Periodic Update

Dear Rachel:

We are pleased to present our qualifications to assist the City of Edgewood with the preparation of a periodic update to its Comprehensive Plan. As you are aware, AHBL has been providing on-site and on-call planning services for the City of Edgewood since 2018. This work, which included work on the City's 2019 and 2021 Comprehensive Plan annual updates, provides our team with unmatched familiarity with Edgewood. We understand the City's development patterns, its stakeholders, and opportunities within the City's plans and regulations where amendments may be necessary.

Since the construction of the sanitary sewer main along Meridian Avenue, Edgewood has experienced rapid population growth. We understand that the City is currently updating its comprehensive sewer plan and that the extension of sanitary sewer to other parts of the City will likely facilitate continued growth. As the consultants that prepared Pierce County's Buildable Lands Report, we understand the population and jobs growth that the City is expected to accommodate through the year 2024.

For this project, I will serve as project manager and principal-in-charge and will be supported by a talented group of planners. Alex Mann will serve as deputy project manager. Alex and I will be supported by other talented planners including Ali Masterson and Andrew Love.

This SOQ outlines our capacity and experience and showcases our talented team. We are open to adjusting our approach to ensure you get exactly what you envision. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Wayne E. Carlson', is positioned above the printed name.

Wayne E. Carlson, FAICP, LEED AP
Principal
wecarlson@ahbl.com
(206) 267-2425

1 Project Team

AHBL is well suited to assist the City of Edgewood with the 2023-2024 Periodic Update to its Comprehensive Plan. We have a staff of 12 planners with expertise with the preparation of urban design standards, comprehensive and subarea plans, and development regulations. We appreciate the challenges of implementing plan visions and endeavor to ensure that your Comprehensive Plan and its implementing codes and standards are clear and easy to apply.



**Wayne Carlson,
FAICP, LEED AP**

Education

Master of City and Regional Planning with Distinction, The Ohio State University, 1994
B.A., Political Science, California State University - Fullerton, Cum Laude, 1991

Registrations

Fellow of the American Planning Association (FAICP), 2018
LEED Accredited Professional, U.S. Green Building Council, 2004

Principal and Project Manager

Wayne is a principal, project manager, and land use planner with more than 25 years of professional land use planning experience. He has worked in both the public and private sectors, and has experience with every major facet of planning, including comprehensive and subarea plans; SEPA/NEPA environmental review and administration; parks, recreation, and open space (PROS) plans; park master plans; public outreach; park and trail grant writing; environmental review; development code updates; and development review.

Wayne also has worked on projects for the City of Edgewood since 2018. His work with the City has included preparing comprehensive plan amendments and completing miscellaneous planning projects under an existing on-call planning contract.

Relevant Project Experience:

- Edgewood 2019 & 2021 Annual Comprehensive Plan Update, Edgewood, WA
- Edgewood On-Call Planning, Edgewood, WA
- Edgewood Town Center Subarea Plan, City of Edgewood, WA
- Des Moines Housing Action Plan, Des Moines, WA
- Federal Way PROS Plan, Federal Way, WA
- Milton Comprehensive Plan Update & Annual Amendments, Milton, WA
- Franklin County Comprehensive Plan Update, Franklin County, WA
- Rainier Street Upper Sims Way Subarea Plan, City of Port Townsend, WA



Alex Mann

Education

M.S., Human-Centered Design & Engineering, University of Washington, 2016
Bachelor of Landscape Architecture, Washington State University, 2010

Certifications

User-Centered Design, University of Washington, 2016

Deputy Project Manager

Alex Mann has 12 years of design and planning experience. Alex brings experience in landscape architecture, community placemaking, municipal design review, green stormwater infrastructure, behavioral research and cultural site interpretation. His proven skills in communication and design visualization help AHBL exceed our clients' expectations. Alex approaches projects with a human-centered focus, seeking to empathize with end users to create highly accessible, socially equitable, and culturally unique places and experiences. He has served on the faculty of Eastern Washington University's Urban & Regional Planning program and Washington State University's School of Design + Construction. Alex is also a published writer, visual and interactive artist, and a habitual sketcher.

Relevant Project Experience:

- Edgewood Town Center Subarea Plan, Edgewood, WA
- Yakima County Low Impact Development Design Guidance Manual, Yakima, WA
- Southgate Neighborhood Connectivity Plan, Spokane, WA

1 Project Team



**Andrew Love,
AICP Candidate**

Education
Master of City and Regional
Planning, The Ohio State
University, 2021

B.S., City and Regional
Planning, The Ohio State
University, 2018

Planner

Andrew Love is a land use planner with two years of professional experience. He brings experience in land use planning, municipal plan review, and comprehensive plan and subarea plan preparation. Andrew brings considerable knowledge and experience with the City of Black Diamond's municipal code through his ongoing role in providing on-site, on-call planning services to the City. He also has excellent mapping and graphics skills which he is currently using for the preparation of the Town Center Subarea Plan for the City of Edgewood.

Relevant Project Experience:

- Edgewood Town Center Subarea Plan, Edgewood, WA
- Black Diamond On-Call Planning Services, Black Diamond, WA



Ali Masterson

Education
Master of Urban Planning,
University of Washington, 2017

Bachelor of Landscape
Architecture, University of
Washington, 2015

Planner

Ali Masterson is a planner with AHBL. She brings experience in active transportation and outdoor recreation planning and design. Her proven communication and creative problem-solving skills increase her ability to help exceed client expectations. Ali approaches projects with focus on community and ways to improve our relationship with the built and natural environment. Relevant experience includes working on community-led design and planning projects for the National Park Service Rivers, Trails, and Conservation Assistance program, active transportation planning for the Southern California Association of Governments, and outdoor recreation management for Oregon State University.

Relevant Project Experience:

- Des Moines Housing Action Plan, Des Moines, WA
- City of DuPont On-Call Planning, DuPont, WA
- Grays Harbor County Parks Plan, Grays Harbor, WA

ECONorthwest Resumes



Bob Parker, AICP

Education
M.U.R.P. University of Oregon
B.S. Natural Resource
Management, Colorado State
University

Registrations
American Institute of Certified
Planners (AICP)

Senior Project Director

Bob Parker, AICP, is a Senior Project Director and Policy Analyst who has been with ECONorthwest since 1990. Parker has a Bachelor of Science in Natural Resource Management from Colorado State University and a Master's Degree in Urban and Regional Planning from the University of Oregon. Bob has been with ECONorthwest for more than 25 years and specializes in economic development, housing, market analysis, and buildable land supply analysis. Bob is a member of the American Planning Association and has been certified by the American Institute of Certified Planners since 1998.

Relevant Project Experience:

- Ellensburg Comprehensive Plan Update, Ellensburg, WA
- City of Sultan Comprehensive Land Use Plan Update, Sultan, WA
- City of Cheney Comprehensive Plan Update, Cheney, WA
- Foothills Subarea Plan, Whatcom County, WA
- Whatcom County Comprehensive Plan, Whatcom County, WA
- Skagit County Industrial Lands, Buildable Lands Inventory, Skagit County, WA

1 Project Team



Oscar Saucedo-Andrade

Education
M.U.R.P. University of Oregon

B.S. Natural Resource Management, Colorado State University

Areas of Expertise
Housing Policy
Development Feasibility

Project Manager

Oscar is a Project Manager at ECONorthwest with a professional focus at the confluence of land use and urban economics. His work at ECONorthwest is focused on public policy and the factors that drive real estate investment. Oscar works with both private and public sector clients to help them develop actionable solutions to challenging issues related to land use, economic development, affordable housing, and development feasibility.

Relevant Project Experience:

- Normandy Park Economic Assessment, Normandy Park, WA (Ongoing)
- Kent Industrial Valley Subarea Plan, Kent, WA
- Bonney Lake and Sumner Housing Action Plan, Bonney Lake, WA and Sumner, WA
- Friday Harbor Housing Action Plan, Friday Harbor, WA (Ongoing)

Transpo Group Resumes



Jon Pascal, PE

Education
M.S., Engineering, University of Washington

B.S., Forestry, University of Washington

Registrations
Professional Engineer, State of Washington

Professional Engineer, State of Idaho

Transportation Lead

Jon has been assisting cities in preparing and updating transportation plans, modal master plans, impact fee programs, travel demand models, and concurrency programs for the last 21 years at Transpo. He is a licensed civil engineer and regularly manages transportation studies and planning projects for public agencies. Jon has developed and implemented several dozen multimodal transportation plans throughout the state. Along with being the project manager on the City of Edgewood On-Call Consulting Services, he also led the update of the City's Transportation Element and is currently assisting similar communities such as the Cities of Maple Valley, Milton, and Pacific in updating their transportation element.

Relevant Project Experience:

- Transportation Element Update, City of Edgewood, WA
- Transportation Element Update, City of Pacific, WA
- Transportation Element Update, City of Maple Valley, WA
- Transportation System Plan, City of Milton, WA
- Transportation Plan Update, City of Enumclaw, WA



Francesca Liburdy, PE

Education
B.S., Civil Engineering, University of Washington

Registrations
Professional Engineer, State of Washington

Transportation Planner

Francesca is a transportation engineer with 8 years of experience providing a variety of planning and engineering support on planning projects for local agencies. She brings a broad range of support skills to this planning effort, including evaluating traffic operations, traffic volumes, travel patterns, and policy analysis review. She is thorough and organized which supports her work on final deliverable documents using data analysis and incorporating client feedback.

Relevant Project Experience:

- Local Road Safety Plan, City of Edgewood, WA
- Transportation Element Update, City of Maple Valley, WA
- Lincoln-Lakeway Multimodal Transportation Study, City of Bellingham, WA
- SR 164/East Auburn Access Feasibility Study, Muckleshoot Indian Tribe, Auburn, WA

2 Firm Overview



Project Lead

AHBL has provided comprehensive plan updates and amendments for various communities throughout Washington state. Through our experience working with diverse communities, we have learned that engaging with each community to identify and define relevant to the economic and growth opportunities is vital to creating an implementable comprehensive plan.

Founded in 1969, AHBL provides planning services for cities, counties, and state agencies, as well as clients in the private sector. We thrive in an on-call capacity, offering strong partnership to the municipalities with whom we work. Our staff navigate the challenges of quick turnarounds, high expectations, and offer time-tested solutions that have been vetted through our work with other municipalities.

Our planners have extensive experience with large-scale, multi-disciplinary projects and are skilled in explaining complex issues and concepts in a concise, straightforward manner to the public and elected officials.

Firm Information

Years in Business
53

Ownership Structure
Private

State of Incorporation
Washington State

Federal & State Tax ID
91-0915991

State MWBE
No

Contract Authority
Wayne E. Carlson, Principal



Subconsultant: ECONorthwest specializes in economics, finance, and planning. Incorporated in 1974, ECONorthwest understands that businesses and governments face difficult decisions about how to make the best use of limited resources. At the core of everything they do is applied microeconomics.

This perspective allows them to fully understand, and effectively communicate, the benefits, costs, and tradeoffs associated with any decision. ECONorthwest has a staff of 70+ with advanced degrees in a variety of fields, including economics, planning, and public policy; and work on projects ranging from strategy to implementation.



Subconsultant: The Transpo Group plans and designs transportation systems for people — not just drivers of cars and trucks, but also the pedestrians, cyclists, and transit riders who share these systems. They have assisted local, regional, and state agencies in Washington with transportation planning and traffic engineering services since 1975. Transpo has been a leader in preparing Transportation Elements for local agency Comprehensive Plans since GMA's inception; they have successfully assisted numerous communities including the cities of Edgewood, Sumner, Yakima, and Marysville with GMA-related transportation planning. Transpo considers all transportation modes and their interaction with jurisdictional land use plans as well as the vision, goals, and policies of existing comprehensive plans.



Geographic Familiarity

We have been providing on-call planning services to the City of Edgewood since 2018. We have been involved with multiple annual amendments to the City's existing Comprehensive Plan. This work has provided us with an understanding of the local conditions and culture in Edgewood.



360° Perspective

Unlike other teams that only prepare updates to comprehensive plans and zoning ordinances, we also offer experience serving as your on-site, on-call planning consultant where we review development proposals. We also design projects for both public and private sector clients. This experience provides us with an understanding of the opportunities and challenges associated with the codes and standards that currently implement your Comprehensive Plan.



Client Centered

AHBL has a planning staff of 12 professionals with various backgrounds and technical expertise, including environmental review, urban design, public policy, code writing, and public engagement.

We pride ourselves on our responsible, client-centered solutions. We will listen to your concerns and are committed to anticipating your needs.

3 Project Experience / References / General Approach

Edgewood Town Center Subarea Plan

Edgewood, WA

The Edgewood Town Center Subarea Plan consolidates and digests past planning documents related to developing a mixed-use, pedestrian-friendly Town Center in Edgewood. It also provides guidance and recommendations to assist the City with implementation.

Town Center will draw upon its proximity to transit, retail, residential, and public facilities to create the heart of Edgewood. AHBL's planners, in collaboration with city staff, are supporting this vision by outlining the process, findings, and implementation strategy necessary to achieve and maintain the vision.

Feedback received through public outreach—including community workshops and surveys led by the City and supported by AHBL—helped inform the plan. The plan includes guidance and recommendations on topics such as urban design, land use and zoning, climate resiliency, housing, public services, and transportation. The plan is estimated to be adopted in early spring 2023.



*Private-Public Space Rendering
Festival Street with Mural*

Edgewood Comprehensive Plan Amendment

Edgewood, WA

AHBL staff prepared analysis and staff reports for the City of Edgewood's 2019 and 2020 annual amendments to its Comprehensive Plan. The amendments to the City's Comprehensive Plan included revisions to the future land use map and the tables reflecting by the reclassification of lands along Meridian Avenue and the City's boundary with Fife.

The amendments in 2019 included two citizen-initiated requests for site-specific changes to the Comprehensive Plan map and zoning map. The first was the reclassification of approximately 68.5 acres of property from Single-Family to Industrial use and the second involved reclassifying approximately 5.2 acres from Single-Family to Town Center. It was important to the Edgewood City Council and the Growth Management Division of the Washington State Department of Commerce that the analysis demonstrated that the amendments, when taken together, did not diminish the number of dwelling units that were planned within the City.

AHBL staff prepared the amendments to the Comprehensive Plan, prepared Staff Reports that were transmitted to the City of Edgewood and the Department of Commerce, performed non-project SEPA environmental review of the amendments, and presented the amendments to the Edgewood City Council during the adoption phase. The amendments were adopted in June 2019.

In 2020, AHBL staff analyzed, and prepared staff reports and SEPA non-project environmental review for annual amendments to the City's Comprehensive Plan. The five Comprehensive Plan amendment requests included one citizen-initiated request by Bridge Partners to amend Comprehensive Plan Future Land Use Map (FLUM) designations and zoning and four City-initiated requests for amendments to the Comprehensive Plan FLUM designations, associated text, and transportation related text throughout the Comprehensive Plan. Three of the amendment requests were interrelated as they occurred within the Economic Study Overlay identified on the 2015 Comprehensive Plan FLUM.

On-Call Planning Services

Edgewood, WA

AHBL has provided on-call planning services for the City of Edgewood since 2018. AHBL's planners have covered City staff FMLA leave and provided on-site and remote on-call project review services. Our planners have provided service at the counter.

We have reviewed many of the most prominent project submittals submitted to the City including design review for the Learning Center, View Point Outdoor Storage, 2818 Meridian Apartments, and Dhaliwal Landing. We also reviewed the Singh Multi-family project and the Barth Subdivision as well as short plats for Becker, Misenar, Wagner, Ramsauer, and Sellers.

3

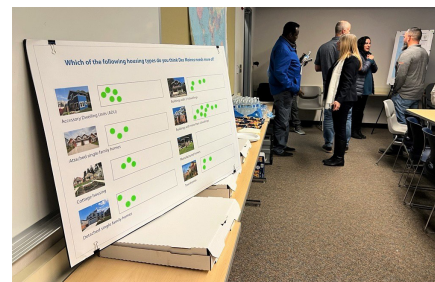
Project Experience / References / General Approach

Des Moines Housing Action Plan Des Moines, WA

AHBL is providing full-service planning services to assist the City of Des Moines in preparing a Housing Action Plan (HAP) to satisfy the requirements of a grant that the City received from the Washington State Department of Commerce. With its project partner ECONorthwest, AHBL has prepared a Housing Needs Assessment that analyzes the City's housing supply in the context the City's existing demographic profile and projected growth. The document identifies gaps in housing supply by income level and housing type.

The Housing Needs Assessment will form the basis of the HAP. The HAP is a policy document and implementation guide to address current and future housing needs of the Des Moines community. The HAP will include an equity lens to develop clear, actionable strategies to meet current and projected housing needs and will serve as the basis for the Housing Element in the City's Comprehensive Plan which AHBL is also under contract to prepare.

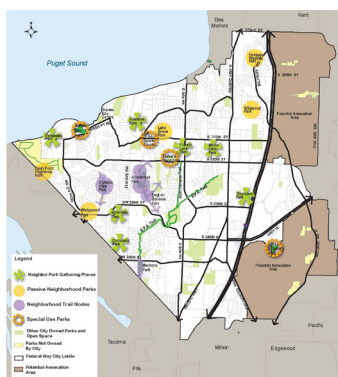
Public engagement is being conducted to reach out to the public, community groups, local builders, realtors, nonprofit housing advocates, and religious organizations. AHBL prepared a public engagement plan that includes preparing a public survey for distribution on the city's website; formulating a stakeholder group; conducting in-person public workshops and open houses; and utilizing social media to promote all activities as part of the plan. This project is anticipated to be completed prior by June 2023.



Reference

City of Des Moines, WA

Denise Lathrop, AICP |
Community Development Manager
(206) 870-6563 |
dlathrop@desmoineswa.gov



Federal Way PROS Federal Way, WA

AHBL completed the preparation of the City of Federal Way's 2019 Parks, Recreation, & Open Space (PROS) Plan. Our work on City's 2019 PROS Plan involved a comprehensive update to the previous PROS Plan that we prepared in 2007 and amended in 2013.

AHBL prepared the City's initial PROS Plan, which was completed and accepted by the Washington State Recreation and Conservation Office (RCO) in 2007. This plan included extensive public outreach and engagement. AHBL also prepared the City's 2013 PROS Plan update. Public engagement for this amendment was nominal as the focus for periodic update was primarily associated with documenting improvements to parks that accrued since 2007 and population growth/level-of-service changes.

Built around five core values, the PROS Plan focused on activating existing parks, developing a Citywide walking system and program, and instituting sustainable maintenance practices to ensure a viable, functioning ecosystem. The plan also includes recommendations for a "Walk Federal Way" program, including neighborhood walking routes that link key community features as a means to promote low-cost, physical activity opportunities in the community.

The PROS Plan was formally accepted by RCO and immediately resulted in tangible dividends including the acquisition of grant funding of \$300,000 for the replacement of a boardwalk at West Hylebos Park, \$300,000 for soccer field renovation at Saghalie Park, and \$1,000,000 for property acquisition for near shore preservation at Camp Kilworth.

The Federal Way PROS Plan involved participation from more than 700 participants. Public engagement for the PROS Plan update involved a series of public open houses, stakeholder meetings, and an on-line community survey. The public engagement included an online community survey in English and Spanish that was completed by 640 residents and park users, as well as meetings with a stakeholder group that helped guide the development of goals, policies, and implementation strategies for maintaining and improving the City's parks inventory.

Reference

City of Federal Way, WA

John Hutton | Parks Director
(253) 835-6910 | john.hutton@cityoffederalway.com

3 Project Experience / References / General Approach

Comprehensive Plan Update Franklin County, WA

AHBL assisted Franklin County, the fastest growing county in Washington State at the time, with an update to its comprehensive plan. The project launched in late 2017, and the County experienced major and multiple staffing transitions during that time. AHBL provided essential continuity in this important endeavor, despite the disruptions.

AHBL land use planners supported the County's Planning Commission in hosting multiple meetings on various topics spanning over a year. The planners regularly updated a state-hosted "EZ View" website for the project, furnishing all project materials and meeting announcements in an accessible and transparent format to the public. The project experienced a high level of engagement from advocacy groups and agencies alike.

AHBL assisted the County to reformulate its countywide planning policies, which had not been changed from the time that the County first opted into planning under the GMA. Additionally, AHBL assisted the County with addressing key hot topics, such as establishing permitting policies to address groundwater availability challenges, ensuring adequate protection of resource lands under the GMA, addressing future housing needs, and incorporating recently adopted documents, such as a Voluntary Stewardship Program Work Plan and the County's Stormwater Management Plan.

One unique aspect of this project is that the City of Pasco submitted an application to Franklin County to expand its Urban Growth Area (UGA) by over 4,800 acres during this process. The City's request did not include all the necessary items to support the request, such as a buildable lands analysis, a sufficiently detailed environmental review, or a complete capital facilities improvement plan. AHBL assisted Franklin County in communicating to the City the requirements for processing a UGA expansion request under the GMA and facilitated coordination with partner agencies, such as the Commerce's Growth Management Services and the regional Washington State Department of Transportation office for comments. The City subsequently revised its request and prepare an EIS for the proposal, drawing on outside consultant assistance and expertise to produce supporting materials and analysis for its proposal.

This project also included an exhaustive and systematic review of the County's development regulations requiring methodical analysis to update, clarify, and reorganize zoning code to achieve compliance with state laws, including the Local Project Review Act and to eliminate inconsistencies and ambiguity.



In 2021, Franklin County and AHBL were awarded the APA Washington, Excellence in Planning Award for Comprehensive Planning/Development Regulations - Large Cities/Countries

Reference

Franklin County, WA

Derrick Braaten | Planning and Building Director
(509) 545-3521 | dbraaten@co.franklin.wa.us

3

Project Experience / References / General Approach

Comprehensive Plan City of West Richland, WA

AHBL served as the prime consultant, working collaboratively with City of West Richland staff and officials on the periodic update to its Comprehensive Plan.

The Comprehensive Plan is the long-term strategy to manage the City's natural and built environment. The plan is a GMA- compliant "blueprint" for the next 20 years of growth, and positions West Richland to continue thriving as a community that retains its welcoming, neighborly character, and achieves the economic growth necessary to maintain a high quality of life.

AHBL facilitated a series of workshops to examine the vision statement for the City's Comprehensive Plan, confirm key policy and regulatory concerns, and develop land use strategies to support the City's policies and objectives. We also attended and presented at specific Planning Commission meetings and developed outreach materials for the community.

AHBL staff completed a gap analysis based on Department of Commerce's Expanded Comprehensive Plan Checklist, to identify unnecessary, redundant, and inconsistent information to develop a more concise and usable document.

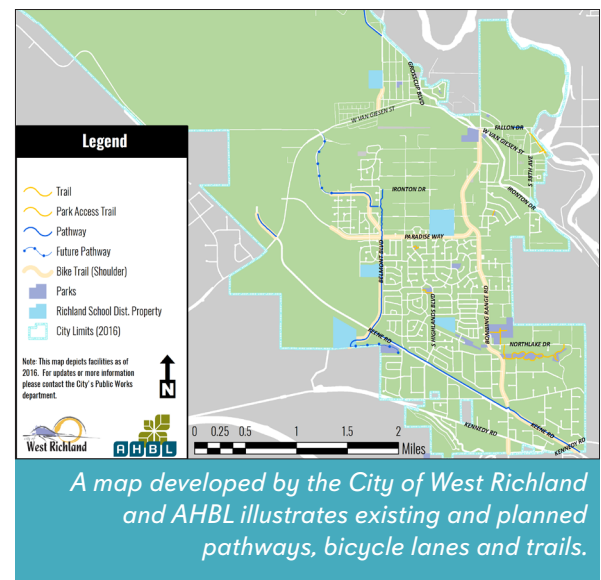
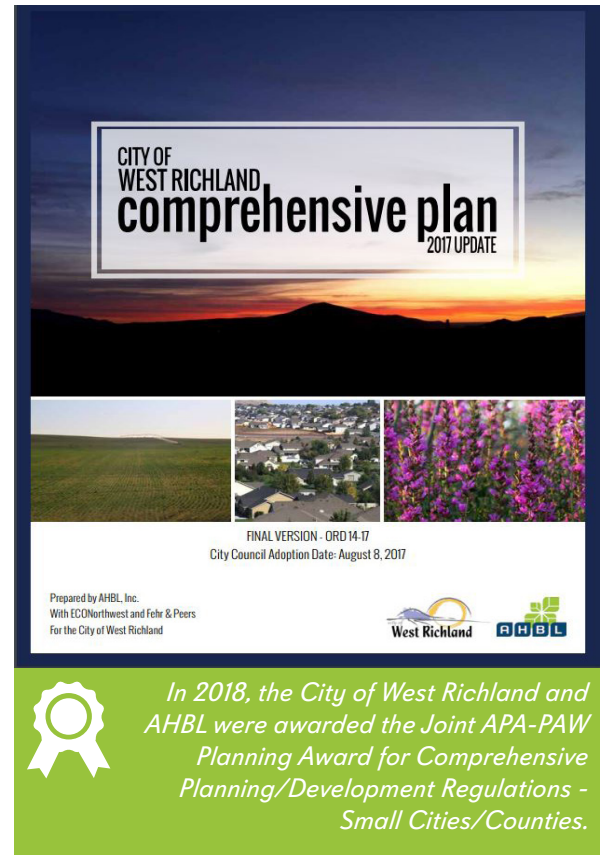
The plan was adopted in mid-2017, and is a complete revision of the previous document, including a new layout with high-quality graphic illustrations. The final document consists of clear, concise text and policies that are supported by information in existing documents, new plans and studies, data analysis, public input, and best practices that have had successful application in other jurisdictions.

A noteworthy outcome of the update was the modification to the City's Land Use Map. A large portion of the Lewis & Clark Ranch was redesignated as "Urban Transition" with 6,139 acres of the ranch's more than 7,800 acres to be held in transition during the 20-year planning period of the Comprehensive Plan. In addition to the re-designation, we made revisions and updates to the plan to ensure compliance with the requirements of the GMA.

Reference

City of Richland, WA

Mike Stevens | Planning Manager*
(509) 942-7794 | mstevens@ci.richland.wa.us
*Formerly with the City of West Richland



3 Project Experience / References / General Approach

Rainier Street & Upper Sims Way Subarea Plan Port Townsend, WA

More than 20 years in the making, the Rainier Street and Upper Sims Way Subarea Plan defines a vision to transform the City's western gateway into a dynamic, mixed-use district rooted in traditional and artisan trades. As early as 1993, the City desired a plan for this overlooked area of town. AHBL planners helped the City create a plan to attract employment and housing investment. The subarea contains a unique blend of redevelopment areas, greenfield sites, and several conservation corridors. The project strategy focuses on character districts and future transportation corridor investments to create its urban design and to weave the area into the historic community framework.

Relevant Project Components

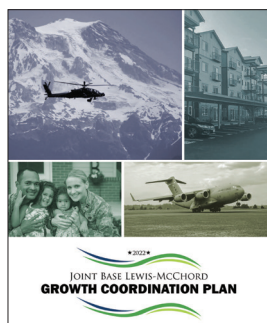
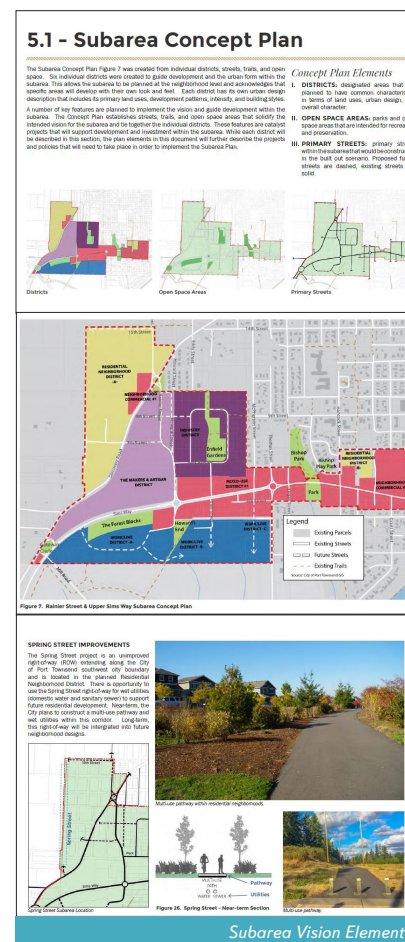
AHBL led the entire planning process that included the preparation of the subarea plan and implementation strategies. The implementation strategy includes urban design, public policies, catalyst projects, and development regulations.

Baseline Policies and Conditions: We first reviewed the City's existing plans, regulations, and policies to establish a baseline for the subarea. We also explored the demographic and population characteristics to understand those for whom we were planning.

Visioning and Engagement: Next, we focused on a robust public involvement plan that engaged a working group, the general public, and the Planning Commission to articulate the community's vision. This engagement traversed the project timeline as stakeholders commented on plan components, designs, and draft policies at key milestones. AHBL's planners engaged stakeholders through hands-on workshops, interviews, and on-line surveys. We engaged the Planning Commission and the City Council through work sessions to help us write the plan, strategies, and capital improvement recommendations.

Integration and GMA Compliance: AHBL structured the Subarea Plan to coincide with the City's existing policy framework, Comprehensive Plan designations, and zoning districts. We also aligned the Plan with the elements, structure, and analysis characteristic of Washington State Growth Management Act comprehensive plans. The Subarea Plan respects the natural environment and celebrates the critical areas through conservation and buffering. The project includes a non-project SEPA environmental review for the subarea plan and the zoning amendments.

Economic Prosperity: The plan included a market study that provided insight and findings on existing demand, opportunities, and challenges. AHBL staff used these findings to guide its recommendations for land use, housing, and capital improvements. We amended the City's land use and zoning standards to remove regulatory barriers to private investment while staying true to the project vision. The Plan also identifies infrastructure and capital improvements to entice future development.



Joint Base Lewis-McChord 2022 Growth Coordination Plan South Sound Military & Communities Partnership

In early 2021 AHBL began work to evaluate and update the 2010 JBLM Growth Coordination Plan and identify emerging needs and strategies that affect the quality of life for service members and civilians. As part of this work, the AHBL team evaluated the existing conditions within Pierce and Thurston County in the areas of Education, Childcare, Economics, Land Use and Housing, Health Care, Social Services, Utilities, Climate Change and Transportation. Based on the findings we are currently finalizing the strategies for development of the SSMCP work plan for the next decade. The project has required public outreach, stakeholder interviews and data collection and analyses throughout the study area.



In 2022, the SSMCP and AHBL were awarded the Joint APA-PAW Planning Award for Comprehensive Planning/Development Regulations – Large Cities/Counties.

Our project approach is tailored to the City of Edgewood, based on the history of the City's existing Comprehensive Plan and through the use of gap analyses compared to multiple checklists (Commerce Checklist, PSRC Checklist, etc.). There will also be a particular emphasis on community engagement through a Public Engagement Plan. The work will be sequenced in order to complete the work by Fall of 2024 for adoption by the end of the year.

Task 1: Gap Analysis of the City's Planning and Policy Documents

This task will involve working with City staff to collect plans, documents, and data to be reconciled within the City's Comprehensive Plan update process. Our team will prepare a gap analysis matrix based on the context changes and planning efforts that have occurred since the last Comprehensive Plan was adopted. Additionally, this review will identify areas of the Comprehensive Plan and development regulations that may need to be amended in order to comply with changes to Pierce County Countywide Planning Policies, the Multi-County Planning Policies, and state law in accordance with published checklists by the Department of Commerce and the Puget Sound Regional Council. Furthermore, the audit will be used to show our work and create a history for the update process.

Task 2: Public Engagement

We will work with City staff to create a Public Engagement Plan that will:

- Outline the specific public engagement methods proposed for the update process.
- Provide a schedule for the proposed activities.
- Describe the kind of outreach materials that will be provided.

AHBL will work with City staff to introduce the update effort in a public setting. The scope of the update process and the underlying regulatory requirements will be identified. An anticipated schedule of update tasks will be provided to facilitate public involvement throughout the process. The public will be encouraged to provide high-level feedback that can be used to guide the update process, with more detailed and content-specific feedback to be provided in the subsequent community conversations. A more detailed discussion of our community engagement philosophy is summarized under the heading, "Public Engagement Approach/Philosophy."

Task 3: Draft Comprehensive Plan Update

Within the framework of the existing vision statement, update any goals, policies, and strategies that need to be strengthened, re-written, or re-tooled for GMA compliance in all elements. Tables, maps, and graphics that require updating in order to ensure compliance with GMA. A particular emphasis will be placed on the Land Use element due to past concerns about the SF2 and SF3 designations and the areas within those land use classifications that drain to potholes.

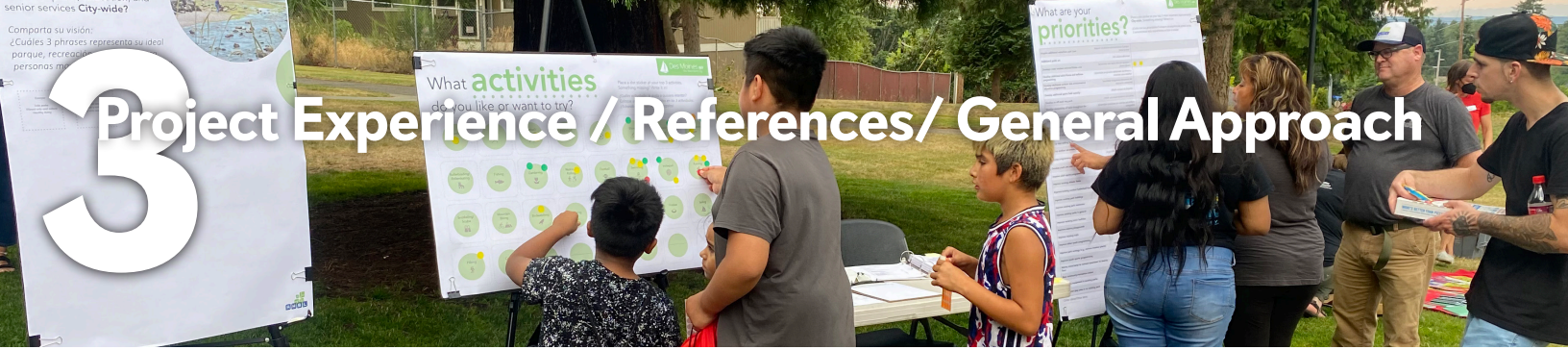


AHBL employees and stakeholders participating in a project working group

We anticipate that there will be considerable emphasis on the Transportation and Housing elements as well. We have included the Transpo Group on our team to provide the necessary support for the Transportation element and to perform modeling related to changes in land use assumptions that may accrue out of this planning process. ECONorthwest, a regional housing and economics firm, will provide support for the Housing Element and an Economic Development Element, should the City choose to add one to its plan. We are currently working with ECONorthwest in the City of Des Moines and believe that they will be an essential collaborator in allowing Edgewood's decisionmakers to understanding the implications items such as reclassifying property on the valley floor from residential to light industrial use and strategies to providing additional housing capacity for various income segments in the City.

Task 4: SEPA Environmental Review, Final Drafts, and Adoption

The draft plan will propose an overall vision and policy framework in compliance with GMA. AHBL intends to integrate environmental documentation in the updated Comprehensive Plan. This task will culminate with a non-project SEPA Checklist for public comment and transmittal to Ecology and interested agencies during environmental review.



Project Experience / References / General Approach

Public Engagement Approach/Philosophy

The strategy for engaging the public varies in every jurisdiction. While AHBL staff are quite familiar with Edgewood and its stakeholders, your senior planner, Mr. Evan Hietpas, has a familiarity with the stakeholders and approaches for reaching the public that we intend to leverage. Regardless of the ultimate mechanics associated with engaging the public, we will abide by the following principles:

- Listen to the public and other stakeholders.
- Make sure that voices that maybe do not always participate have opportunities to be heard.
- Explore opportunities for equity in the planning of land uses and other infrastructure investments.
- Make decisionmakers aware of state laws that may influence their decisions.

The following describes the types of events, groups, and processes that will support the preparation of the plan. The exact mix of these strategies will be customized for application in Edgewood.

The project would involve the preparation of a Public Involvement Plan (PIP). The purpose of this PIP is to identify the City of Edgewood’s public participation objectives, approach, audiences, schedule, and opportunities for public participation. This document may be updated over time to reflect the needs of the Comprehensive Plan and Municipal Code Update project and experiences in early outreach to ensure public participation remains effective. This could include edits to the approach by members of the City Council.

Objectives

- The Edgewood Comprehensive Plan Update Public Participation Objectives include:
- Meeting the public participation goals of the Growth Management Act.
- Offering engaging opportunities to the Edgewood community to participate in planning and comment on the future of the City.
- Providing objective information to assist the public in understanding issues and solutions.
- Providing opportunities for the public to provide feedback through all phases of the review.
- Using a variety of participation methods (such as meetings, media, social media, mailers, etc.) to offer all residents a variety of ways to participate.
- Making the plan itself easily accessible to residents of the community.
- Asking questions of the community in order to gain new insights about Edgewood and choices about the Comprehensive Plan polices, regulations, and implementation strategies.
- Identifying GMA requirements, policy trade-offs, and opportunities to voice unique conditions about Edgewood.

3

Project Experience / References/ General Approach

Approach

In 2024, the City envisions an overhaul of its 2015 Comprehensive Plan consistent with the Department of Commerce's Periodic Update Checklist, VISION2050, and the Pierce County Countywide Planning Policies. The periodic update will involve documenting the City's progress toward achieving objectives in its existing Comprehensive Plan, changes in direction based on ongoing planning work (e.g., Town Center Subarea Plan and Meridian Corridor Plan), and seeking input on how to best achieve regional objectives and implement state law.

Other recently completed plans and reports will also inform the planning process and include but are not limited to:

- The Edgewood Parks, Recreation, Open Space, & Trails Plan (June 2022)
- Fife Public Schools Strategic Direction (2022-2023)
- Capital Improvement Plan

The City has a separate contract with Transpo to prepare its Meridian Avenue Corridor Plan. Transpo's role on our team will provide efficiencies to the City for both budget and schedule. Finally, the recently completed Parks, Recreation, and Open Space Plan adopted in 2022 will be used as the basis for the Parks Element.

Methods and Tools

Techniques for public participation vary in scale, technology, structure, and timing. The primary means of participation will be the traditional public meeting at several key points during the update process. Meetings will likely be held in a hybrid virtual/in-person format to ensure that all members of the public are encouraged to participate. All meetings offering virtual engagement components will be recorded to provide citizens with an opportunity to follow this process at their convenience. To ensure the widest involvement possible, it will be essential to begin the process of outreach with fun activities and leverage existing community activities where residents may be anticipated to participate.

The following tools will be employed to achieve widespread and ongoing citizen involvement:



AHBL employees reviewing technical planning documentation

Public Open Houses and Meetings

The public open houses and meetings could include a variety of methods of engagement, including but not limited to background presentations, workshops, roundtables, one-on-one interviews, activities, games, etc. Underrepresented groups will be specifically targeted for outreach. The date, time, and location of events will be published early enough and widely enough for all interested citizens to be notified, including the website and newspaper. We can also explore social media posts and postings in public spaces to reach a broad audience. Regular press releases will be published ahead of public meetings, and City staff will be available for interested reporters and media outlets.

Focus Events

AHBL and City staff will administer small scale focus groups with underrepresented members of the community (the elementary school, businesses, etc.). The focus events could also include presentations and workshops with community organizations.

Opportunities for Open Discussion

Open discussion would be facilitated through speaking sessions and roundtables at meetings. Additional public comment periods at Planning Commission, Council, and subcommittee meetings.

3

Project Experience / References / General Approach



Parks Master Plan, City of Des Moines. AHBL planners and landscape architects at a community engagement event in Des Moines.

Surveys

Online and paper surveys will be conducted to collect public opinion on a wide range of topics and from a diverse and representative sample. This feedback will be incorporated into the plan through data analysis and visualization in the form of figures like charts and related graphics.

Distribution of Background Information

The current Comprehensive Plan and other relevant documents will be easily accessible on the City website and available at the local library. In addition, information will be shared with the Planning Commission, City departments, and regional agencies as needed.

Briefings and Study Sessions with the Planning Commission and City Council

In addition to background information, the Planning Commission and City Council will be kept up to date as we work on the draft plan. This would be in the form of ongoing briefings and study sessions. Study sessions would give Planning Commissioners and City Councilmembers the chance to share feedback during the planning process.

Public Hearings

The Planning Commission will conduct public hearings on the draft plan elements and on the final draft plan prior to making a recommendation to the City Council. Written and oral testimony will be accepted at public hearings. The City Council will conduct a public hearing on the final draft plan prior to adoption. Written and oral testimony will be accepted at this public hearing.

SEPA

The City's environmental review process will include opportunities for the public to provide comments on the proposed plan and its potential environmental impacts. As a part of the SEPA process, the City will build and maintain an interested party's notification list and provide notice to interested parties when opportunities exist to participate in public workshops or to provide testimony.

4 Familiarity with Local Codes / Contract Authorization

Familiarity with the City of Edgewood's Codes & Standards

AHBL staff is very familiar with the City of Edgewood in terms of location, character, and development activity, particularly since holding the City's on-call planning contract since 2018. Our familiarity with the City of Edgewood began at the time of incorporation in 1996. We understand many of the original impetuses to incorporate – maintaining the pastoral feel of the North Hill – as well as the City's goals to implement a town center comprised with viable commercial development. To that end, we assisted the City with early planning and engineering efforts associated with the formation of the utility local improvement district (ULID) which extended sewer service along Meridian Avenue.

Edgewood has over 15,800 residents located in Pierce County between the I-5 and Hwy 167 regional corridors. The community maintains a small-town character and operates with a small but talented staff. We understand Edgewood's municipal growth and its codes/plans.



Municipal Code & Other Applicable Plans

The Edgewood Municipal Code (EMC) includes all the laws and standards that affect development and land use within the city limits. The codes include standards and requirements pertaining to critical areas, subdivisions, engineering design, land use districts, SEPA environmental review, and other review procedures. The EMC is similar to other codes in the region in terms of structure and components and the zoning code was originally was an adaptation of Pierce County's zoning code. Over time, the City has amended its zoning code so that it more artfully reflected the City's character. In 2011, the Edgewood City Council adopted Design Standards (Chapter 18.95 EMC) that implemented the Town Center which amended prior design standards that were adopted in 1998, 1999, and 2003. Today, the recent development along Meridian Avenue is illustrative of the evolution of the City's codes since its incorporation. AHBL and Transpo are currently assisting the City with the preparation of a Town Center Subarea Plan that will refine the existing Town Center standards in a way that will create a vibrant district that draws on its proximity to transit, retail, residential, and public facilities.

5 Authorization to Execute the Contract

Wayne E. Carlson, FAICP, LEED AP is a principal at AHBL, Inc. and is authorized on behalf of the company to execute the contract upon award.

CITY OF EDGEWOOD COMPREHENSIVE PLAN PERIODIC UPDATE
SCOPE OF WORK
MARCH 13, 2023

Project Understanding

The City of Edgewood seeks to update its Comprehensive Plan to guide to community development and decision making through 2044. Key City objectives for updating the Comprehensive Plan include land use, economic development, and housing for all community members. AHBL, Inc. and its subconsultant partners ECONorthwest, Transpo Group, and Herrera Environmental will provide land use, transportation, and environmental planning consultant services to support the City to prepare the periodic review and update of its Comprehensive Plan, associated code updates and a full-scale environmental review and documentation via an Environmental Impact Statement process.

Task 1 – Gap Analysis of the City’s Planning and Policy Documents

Task 1 will establish the basis for the Comprehensive Plan Update process and will include working with City staff to accomplish the following:

1.1 Collect Data and Review Current Plans and Policies

AHBL staff will work with staff to collect City plans, documents, and data to be reconciled within the City’s Comprehensive Plan update process. The consultant team will prepare a gap analysis matrix based on the context changes and planning efforts that have occurred since the last Comprehensive Plan was adopted. Additionally, this review will identify areas of the Comprehensive Plan and development regulations that may need to be amended in order to comply with changes in the Pierce Countywide Planning Policies, the Multi-County Planning Policies, and state law in accordance with published checklists by the Department of Commerce and the Puget Sound Regional Council. Furthermore, the audit will identify challenges/ opportunities based on consultant team experience and expertise. The gap analysis will also be used to show AHBL’s work and create a history for the update process.

This first phase of work will include: Data collection and review; Review of local conditions, Consideration of how local conditions have changed since the last Comprehensive Plan update; Identify areas of the City’s Comprehensive Plan and development regulations that may need to be amended to comply with new or amended state laws and guidance; and Working with the community to identify key concerns that may be addressed by the update.

Deliverable:

-Gap Analysis Matrix and Summary Memorandum

1.2 Critical Areas Code Gap Analysis

AHBL staff, with support from Herrera Environmental, will review the City of Edgewood’s critical areas regulations for compliance with GMA using Best Available Science (BAS) related to critical

areas. It is assumed that identifying any data gaps through a BAS analysis will be sufficient to determine if updates to the City's critical areas regulations is necessary during the periodic update.

Deliverables:

-Draft Critical Areas Code Gap Analysis

Task 2 – Public Engagement

Task 2 will focus on developing and putting the Public Participation Plan into action. The implementation of public workshops and other engagement efforts to gather public input will be key throughout the development of policy updates, and the methods AHBL staff will use to encourage community involvement can vary as needed. A mixture of traditional methods would be appropriate including posting public notices and attending public meetings.

2.1 Public Participation Plan

AHBL staff will work with City staff to create a Public Participation Plan based on the City's Draft Public Participation Plan, prepared by Senior Planner Evan Hietpas, that will:

- Outline the specific public engagement methods proposed for the update process.
- Provide a general schedule for proposed activities.
- Describe the kind of outreach materials that will be provided.

The plan and supporting documents will be made public and available throughout the update on the City's website. The intent of the Public Participation Plan is to:

- Enable the community to be involved in the update.
- Receive public input via a variety of means including open houses/workshops, surveys, focus groups, etc.
- Facilitate plan adoption and implementation, anticipating political influences that may otherwise make it difficult.
- Contact outside stakeholders who will help in plan implementation, such as neighboring City and County agencies, Pierce County SHA3P, Puyallup Tribe, Muckleshoot Tribe, WSDOT, and other community organizations and individuals.
- Increase public awareness of the City's planning efforts and empower the public to participate in the update process.
- Establish standards for the timing and distribution of notices, as well as receiving and responding to public comments.

Deliverable:

-City of Edgewood Public Participation Plan

2.2 Public Workshops and Open House

Public workshops will allow the City to seek feedback from the community on their priorities, reactions to plan alternatives, and explain decisions the City makes. City staff

will take a lead role in planning and then facilitating workshops. AHBL staff will provide support to City staff in the form of preparing materials and outreach items for City staff to use at staff-led workshops.

AHBL staff commits to provide an engagement program that invites community participation and rewards it. The Participation Plan will be accessible and exciting, giving participants insight into the City's plans for the community's future. It will show how individual actions can influence the City's course.

2.2.1 Update Kick-off and Visioning Workshop

AHBL staff will work with City staff to introduce the update effort in a public setting. The scope of the Update process and the underlying regulatory requirements will be identified. An anticipated schedule of Update tasks will be provided to facilitate public involvement throughout the process. The public will be encouraged to provide high-level feedback that can be used to guide the Update process, with more detailed and content-specific feedback to be provided in subsequent Workshops.

Deliverables:

- Memorandum summarizing the purpose and results of the workshop**
- Materials prepared for and created by the workshop**

2.2.2 Key Policy Workshop

Broad topics will be discussed to address the large question, "What policy updates does the community feel are needed, given growth and changes since the City's last major Comprehensive Plan Update?"

Deliverables:

- Memorandum summarizing the purpose and results of the workshop**
- Materials prepared for and created by the workshop**

2.2.3 Land Use Strategies Workshop

AHBL staff will work with City staff to present a series of potential land use strategies that could be used to enact the City's vision and policy framework. The feedback given by the public for land use will inform the development of the other elements of the Comprehensive Plan, especially the housing, transportation, and capital facilities elements. AHBL staff will work cooperatively with other City consultants to share data upon request.

Deliverables:

- Memorandum summarizing the purpose and results of the workshop**
- Materials prepared for and created by the workshop**

2.2.4 Housing and Land Use Workshop

AHBL staff will work with City staff to present proposed housing and land use strategies that could be used to enact the City’s vision and policy framework. The feedback given by the public for land use will inform the development of the Land Use, Housing, and Natural Environment elements of the Comprehensive Plan. Anticipated topics include:

- Current Zoning and Future Land Use Designations
 - Public Zone
 - West Valley Highway Commercial/ Light Industrial
 - Neighborhood Commercial Zone
 - Business Park Purpose and Location
 - Eliminate “Single-Family” terminology
- Housing
 - Middle Housing and Racially Disparate Impacts/ Displacement Analysis
 - Affordable Housing
 - Diverse Housing (multi-generational, senior, assisted living, etc.)
- Open Space Preservation
 - Balance between increased density in SF-2/SF-3 and protecting/ enhancing environmentally sensitive areas

Deliverables:

- Memorandum summarizing the purpose and results of the workshop
- Materials prepared for and created by the workshop

2.2.5 Multi-Modal Transportation Workshop

AHBL staff will work with City staff to present proposed multi-modal transportation strategies (vehicular traffic, pedestrian connections, biking routes, trails) that could be used to enact the City’s vision and policy framework. The feedback given by the public for land use will inform the development of the Transportation and Parks, Recreation, and Open Space elements of the Comprehensive Plan.

Deliverables:

- Memorandum summarizing the purpose and results of the workshop
- Materials prepared for and created by the workshop

2.2.6 Final Wrap-Up Open House

AHBL staff will work with City staff to present the 98% Complete Comprehensive Plan (Task 3.4) to members of the public. This Open House will give the public a final opportunity to see how public input was utilized to develop the final Comprehensive Plan.

Deliverables:

- Memorandum summarizing the purpose and results of the workshop
- Materials prepared for and created by the workshop

2.3 Public Surveys

AHBL staff will support City staff by helping with the development of four public surveys that the City will conduct, providing input on the survey format and questions that are included in the surveys. AHBL staff and subconsultant partners will also serve in a supporting role to review and present survey results. ECONorthwest will be involved with the Land Use and Housing Preferences survey and the Transpo Group will be involved with the Transportation Strategy Survey.

Deliverable:

-Direct assistance to city staff (via phone, email or online meeting)

2.4 Other City-Led Outreach Efforts

The City staff will pursue various other outreach efforts in order to reach specific groups of people and organizations directly. These efforts will be led by the City and will include the maintenance of a project page on the City's website, social media announcements, direct coordination with Tribes, engagement with seniors, and other stakeholder outreach methods. AHBL staff's role will be to help with the refinement of approach and in creating some limited supporting materials, as requested by the City. (Approximately 22 hours of support is assumed.)

Deliverable:

-Direct assistance to city staff (via phone, email or online meeting)

Task 3 – Draft Comprehensive Plan Update

Once the foundational work of Task 1 and Task 2 are underway, Task 3 will focus on the work required for the draft Comprehensive Plan Update. This task will include the following:

- Updating the priority elements and combining elements where appropriate, following the general steps outlined at the beginning of the scope.
- Writing updated and new goals and policies where needed to respond to the existing conditions findings in Task 1, current best practices, and incorporate community feedback in Task 2
- Using the gap analysis matrix prepared under Task 1.1 as a tool to show AHBL staff's work and create a clear record of the update for use during the adoption phase (Task 5). The gap analysis matrix will also be helpful in providing a roadmap or work plan to make further updates to the plan that would be helpful, desirable, or prudent, but beyond the immediate needs of processing an update to satisfy the GMA periodic update requirements.
- Creating clear connections between data, policies, strategies, and implementation programs.
- Provide a short memorandum to City staff to record and list additional items which should be considered for future amendments. This will include items generated from public comment, information which is outdated, opportunities to make the plan more complete, or best practices.

3.1 Preparation, Organization, and Status Updates (Project Management)

This task relates to general project management tasks related to the drafting of the Comprehensive Plan document. This task involves the ongoing coordination and meetings that will occur throughout the project to support the preparation of the draft Comprehensive Plan.

Deliverables:

-Status updates

-Regular check-in meetings with staff

3.2 Prepare First Complete Draft of the Document (75% Complete)

This task will include determining how the City wants to organize, streamline, and trim the document (eliminating unnecessary sections). It also includes updates to any goals, policies, and strategies that need to be strengthened, re-written or re-tooled for GMA compliance in all elements, and updates to tables, maps, and graphics as necessary. Lastly, AHBL staff will work with City staff to update the required Plan Elements as follows:

- Introduction – Changes to this chapter, including updates to be consistent with other changes made in association with this Update process. Significant new content will be added to include the Puyallup Tribe of Indians into the foundation of the City’s Comprehensive Plan. Public participation may be detailed in this section or its own element.
- Community Character – AHBL staff will work closely with City staff to update the Community Character goals from the City’s previous plan and move the goals to other applicable sections in the updated 2024 Plan. In addition, AHBL staff will engage project partner ECONorthwest to ensure the new language does not inadvertently introduce or support mechanisms which would prevent “missing middle” housing.
- Land Use – AHBL staff will work closely with the City staff on this element as it provides the growth assumptions that will affect all the other elements. AHBL staff will update land use capacity analysis, review the most current population projections from Pierce County and OFM, adjust those projections to reflect local conditions, and provide a more detailed analysis of the City’s growth and population trends and future land use needs. This work would include reviewing the City’s existing land use policies and ensuring that they are consistent with the updated land use capacity analysis, the Countywide Planning Policies, and PSRC’s VISION 2050. This work will involve examination of centers designations, boundaries, and goals and policies for those centers lacking a subarea plan. AHBL staff will work with City staff and stakeholders to recommend new policies if gaps are identified to help direct growth and development.
- Housing – AHBL staff will work with staff to apply the updated land use development assumptions, analyze new data and update the housing inventory

based on projected housing needs. AHBL staff will incorporate goals and policies that are developed as part of the Middle Housing analysis, to be completed by June of 2023 with Pierce County SSHA3P and BERK Consulting, to address affordable housing within the City as required by HB 1220.

- Parks, Recreation, Open Space and Trails – AHBL staff will work with City staff and Edgewood’s Parks and Recreation Advisory Board (PRDAB) to revise, if necessary, the goals and policies regarding the City’s parks for consistency with the City’s recently adopted PROST Plan.
- Natural Environment – AHBL staff will work with City staff to incorporate any updates to the City’s Critical Areas Code into this element. AHBL staff will work with City staff to coordinate efforts with the Puyallup Tribe and Muckleshoot Tribe. AHBL staff will also explore opportunities to incorporate additional goals and policies surrounding environmental protection. One area of focus will be preservation of the city’s tree canopy.
- Climate (2016 “Energy” → 2024 “Climate”) – AHBL staff will develop this modified section of the Plan in accordance with forthcoming guidance prepared by the Washington State Department of Commerce. Funding for this task and a specific scope for its completion is to be provided by Commerce. A separate scope will be provided after the guidance is released.
- Economic Development – AHBL staff understands the City desires to re-establish an Economic Development element. The last version of the Edgewood Comprehensive Plan did not include this element; however, this is a key area of focus for the City. City staff and Edgewood’s Economic Development Advisory Board (EDAB) will lead this effort, with support from AHBL staff. AHBL and ECONorthwest may perform a high-level citywide market assessment to establish baseline and future economic conditions and ensure the goals, policies, and specific actions outlined in the Comprehensive Plan are realistic. This assessment may also provide the City with information about opportunities for growth, barriers and constraints to development and economic prosperity, overall demand for different land use types, development and economic (industry and employment) trends, the likely timing of new investment, and other conditions. More discussion will be held to determine the exact scope of involvement from AHBL and ECONorthwest on this effort.
- Utilities – AHBL staff will work with City staff to update the chapter to incorporate information from the City’s utility providers as well as a focus on utility information from other utility providers both within and near Edgewood, including internal departments, City of Milton, Lakehaven Water and Sewer District, Mt. View Edgewood Water Company, City of Fife, City of Puyallup, and Pierce County. The City is completing an update to its general sewer plan which will extend the area which is served by municipal sewer.

- Transportation – AHBL staff will work with the Transpo Group to update this section in accordance with updates to the City’s transportation model and Plan transportation element that have already been developed. The existing conditions models that have been calibrated by the City’s existing consultant will be utilized to generate future forecasts for land use and transportation improvement projects. A large focus will be placed on multi-modal transportation. Additionally, the 2022-2023 Meridian Avenue Corridor Study, will inform the Transportation element.
- Capital Facilities – AHBL staff will provide a capital facilities inventory and analysis as part of this Update. This will include facilitating meetings with the City to focus on (1) needs and issues, (2) vision and meeting growth needs, and (3) reviewing the draft plan. Ensuring cohesion with other City policy documents, including utility system plans, transportation plans, and other planning documents, will enable the creation of a comprehensive capital improvement projects list.
- Appendices – Referenced documents from other internal and external agencies will be assembled, including other plans adopted by reference, subarea plans within the City, and the City’s Capital Facilities Plan.

Deliverable:
Comprehensive Plan 75% Draft

3.3 Prepare Second Draft of the Document (95% Complete / In-Design)

After City staff completes its review of the complete 75% draft of the plan prepared as part of Task 3.2, AHBL staff will prepare a revised final draft of the plan and put the document into Adobe In-Design.

Deliverable:
Comprehensive Plan 95% Draft

3.4 Prepare Final Draft of the Document (98% Complete)

After City staff completes its review of the complete 98% draft of the plan prepared as part of Task 3.3, AHBL staff will prepare a revised final draft of the plan.

Deliverable:
Comprehensive Plan 98% Draft

Task 4 –SEPA Environmental Review

AHBL staff will prepare a draft and final Environmental Impact Statement (EIS) to support the adoption of the City’s Comprehensive Plan. The City previously prepared a Draft Environmental Impact Statement and Final Environmental Impact Statement in 2001 when the city’s first Comprehensive Plan

was adopted. No annexations have occurred since that time but many factors including substantial changes to the city's sewer capabilities warrant a new analysis.

4.1 Scoping

At the beginning of the EIS, the scope of actions, alternatives, and impacts to be examined must be determined. Scoping will be used to focus the EIS. This includes identifying the significant environmental issues that are deserving of the most study and deemphasizing insignificant issues, thereby narrowing the scope of an EIS.

4.1.1 Scoping Notice and Scoping Meeting

After the comment period concludes associated with the City's issuance of a Determination of Significance (DS), AHBL staff will prepare for and host a public meeting to invite resource agencies and others that commented on the DS to provide comments on the scope of the EIS.

Deliverables:
-Attendance at the Meeting
-Meeting Materials

4.1.2 Scoping Document

AHBL staff will prepare a document that describes the scope of the topics to be evaluated in the EIS and the range of alternatives to be considered.

Deliverable:
Scoping Document

4.2 Draft Environmental Impact Statement (DEIS)

4.2.1 Preparation of Program / Plan Description and Description of the Alternatives

AHBL staff will prepare a project description and description of the no-build alternative. This task includes describing the no-build alternative, together with two different growth scenarios (likely a moderate build-out scenario and an intensive build-out scenario, with different zoning designations and the resulting impacts such as traffic and transportation effects being considered).

Deliverable:
Scoping Document

4.2.2 Preparation of Draft EIS (DEIS) Document

AHBL staff will prepare the Draft EIS (DEIS) as outlined below, which will include a description of the affected environment, significant impacts, and mitigation measures.

Although scoping has not yet occurred, we anticipate that the contents for the DEIS will include the following:

- Executive Summary
- Fact Sheet
- Introduction
- EIS Elements:
 - Land Use and Shoreline Use (including historical and cultural resources)
 - Earth - Soils, Topography, and Erosion
 - Air Quality
 - Water
 - Plans and Animals
 - Environmental Health (such as noise)
 - Population and Housing
 - Transportation
 - Public Services, Utilities, and Capital Facilities
- Appendices

Deliverable:
DEIS Document

4.2.3 Public Open House (DEIS)

AHBL staff will prepare for and attend one (1) public open house to receive public comments on the Draft EIS. City staff will all be responsible for identifying the meeting location and distribution of the notice of public hearing. This scope assumes AHBL staff, and other consultants as authorized by you, will attend the meeting to answer any technical questions related to the DEIS.

Deliverable:
-Attendance at the DEIS Open House
-Meeting Materials

4.3 Final Environmental Impact Statement (FEIS)

4.3.1 Preparation of FEIS Document

Once the comment period of the DEIS concludes, AHBL staff will document all comments received, together with responses, in a response matrix document. Adjustments or changes to the Comprehensive Plan draft and the DEIS will be made to assemble the documents into a final form for adoption.

Deliverable:
-Preparation of a Comments and Response Matrix
-FEIS Document

4.3.2 Public Open House (FEIS)

AHBL staff will prepare for and attend one public open house to receive public comments on the Final EIS. City staff will be responsible for identifying the meeting location and distribution of the notice of public hearing. This scope assumes AHBL staff, and other consultants as authorized by you, will attend the meeting to answer any technical questions related to the FEIS.

Deliverable:

**-Attendance at the FEIS Open House
-Meeting Materials**

Task 5- Final Review, Noticing, and Adoption

This task focuses on the public plan adoption process and production of the final documents. AHBL staff will participate in a discussion and public hearing before the Planning Commission, a study session and a hearing before the City Council, and revisions to the plan as necessary to conform to the direction of the Planning Commission and City Council.

5.1 Final Public Meeting Discussions (EDAB, PRAB, Planning Commission and City Council)

AHBL staff will support the city staff to present the plan at up to two Planning Commission or City Council discussions (which may additionally include other groups in a special joint meeting format) to answer questions and facilitate commission discussion and consideration.

Deliverable:

-Materials prepared for the discussion(s)

5.2 Produce Final Comprehensive Plan Document (100% Complete)

AHBL staff will make one final plan revision to incorporate recommendations from the Planning Commission and changes adopted by the City Council as prepared by staff, delivering the final Plans in both PDF and Microsoft Word formats for City reproduction and distribution, including Dept. of Commerce notice.

Deliverables:

-Final Comprehensive Plan Update

-All supporting material/data that have been created, including GIS data, plans, and graphics.

5.3 Local Adoption Process

The Planning Commission will hold a public hearing and provide a recommendation to City Council on the adoption of the final Comprehensive Plan document. The City Council will hold

final discussions and hold a public hearing, then take action on the adoption of the final Comprehensive Plan document.

Deliverables:

-Attendance at up to three meetings

Task 6 – Development Regulations and Critical Areas Code Update

This task focuses on implementing the revisions to planning policy materials in relation to the development of the Comprehensive Plan Update. Tasks 6.1 and 6.2 will provide revisions based on the gap analysis done in Task 1 and within the context of final language of planning policy materials developed in Task 3.

6.1 Development Regulations Update

AHBL staff will compare the updated comprehensive plan's policies with the City's adopted development regulations through a gap analysis matrix, identifying those areas where the codes will need changing to comply with policy direction, outlining options for prioritizing code amendments by overall importance. AHBL staff will include suggestions for updating the City's zoning map and zoning code to be consistent with the updated land use designation map and Comprehensive Plan.

Deliverables:

-Revised Development Regulation Gap Analysis

-Memo outlining an Implementation Plan for the City's future changes (listed by Priority)

6.2 Critical Areas Code Update

Based on the critical areas code gap analysis completed in Task 1.2, AHBL staff will provide technical support and coordination with City staff to assist with identifying deficiencies within the existing critical areas regulations in relation to applicable critical areas application materials, review, and permitting. AHBL staff will provide proposed code amendment language and supporting analysis.

Deliverables:

-Final Critical Areas Code Gap Analysis

-Draft Critical Areas Code updates for review and comment (if needed)

-Final Critical Areas Code updates for review and comment(if needed)

City of Edgewood

Comprehensive Plan Periodic Update

	AHBL				AHBL Total	Other Consultants			Subconsultant Fees Total	Total Cost
	Planning Principal	Planning Sr. Project Manager	Planner 3/Engineer 2	Planner 2		ECONorthwest Economist Consultant Fee	Transpo Group Transportation Consultant Fee	Herrera Environmental, Inc. Environmental Consultant Fee		
	\$240	\$170	\$120	\$105						
Task 1 Gap Analysis of the City's Planning and Policy Documents										
1.1 Collect Data and Review Current Plans and Policies	1	4	8	2	\$2,090	\$1,100	\$5,500	\$0	\$6,600	\$8,690
1.2 Critical Areas Code Gap Analysis	0	4	0	0	\$680	\$0	\$0	\$8,800	\$8,800	\$9,480
Task 1- SUBTOTAL (hours)	1	8	8	2						
Task 1- SUBTOTAL (fee)					\$2,770	\$1,100	\$5,500	\$8,800	\$15,400	\$18,170
Task 2 Public Engagement										
2.1 Public Participation Plan	0	4	0	0	\$680	\$0	\$0	\$0	\$0	\$680
2.2 Public Workshops and Open House										
2.2.1 Update Kick-off and Visioning Workshop	2	2	4	8	\$2,140	\$0	\$0	\$0	\$0	\$2,140
2.2.2 Key Policy Workshop	2	2	6	4	\$1,960	\$0	\$0	\$0	\$0	\$1,960
2.2.3 Land Use Strategies Workshop	2	4	8	8	\$2,960	\$2,200	\$0	\$0	\$2,200	\$5,160
2.2.4 Housing and Land Use Workshop	2	8	8	2	\$3,010	\$2,200	\$0	\$0	\$2,200	\$5,210
2.2.5 Multi-Modal Transportation Workshop	2	6	2	2	\$1,950	\$0	\$3,300	\$0	\$3,300	\$5,250
2.2.6 Final Wrap-Up Open House	4	8	2	2	\$2,770	\$0	\$0	\$0	\$0	\$2,770
2.3 Public Surveys	1	8	0	0	\$1,600	\$1,100	\$2,750		\$3,850	\$5,450
2.4 Other City-Led Outreach Efforts (Support)	2	8	6	6	\$3,190	\$0	\$0	\$0	\$0	\$3,190
Task 2- SUBTOTAL (hours)	17	58	36	32						
Task 2- SUBTOTAL (fee)					\$20,260	\$5,500	\$6,050	\$0	\$11,550	\$31,810
Task 3 Draft Comprehensive Plan Update										
3.1 Preparation, Organization, and Status Updates (Project Management)	8	32	2	0	\$7,600	\$3,300	\$6,600	\$0	\$9,900	\$17,500
3.2 Prepare First Complete Draft of the Document (75% Complete)										
Introduction	2	4	12	0	\$2,600	\$0	\$0	\$0	\$0	\$2,600
Community Character	1	2	16	0	\$2,500	\$2,750	\$0	\$0	\$2,750	\$5,250
Land Use	4	32	60	0	\$13,600	\$0	\$0	\$0	\$0	\$13,600
Housing	4	8	24	0	\$5,200	\$19,800	\$0	\$0	\$19,800	\$25,000
Parks, Recreation, Open Space and Trails	1	2	16	0	\$2,500	\$0	\$0	\$0	\$0	\$2,500
Natural Environment	1	4	8	0	\$1,880	\$0	\$0	\$0	\$0	\$1,880
Economic Development	1	1	8	0	\$1,370	\$16,500	\$0	\$0	\$16,500	\$17,870
Utilities	1	4	16	0	\$2,840	\$0	\$0	\$0	\$0	\$2,840
Transportation	1	4	16	0	\$2,840	\$0	\$121,000	\$0	\$121,000	\$123,840
Capital Facilities	2	24	56	0	\$11,280	\$0	\$0	\$0	\$0	\$11,280
Appendices	1	2	0	8	\$1,420	\$0	\$0	\$0	\$0	\$1,420
3.3 Prepare Second Draft of the Document (95% Complete-InDesign)	1	4	8	60	\$8,180	\$0	\$0	\$0	\$0	\$8,180
3.4 Prepare Final Draft of the Document (98% Complete)	1	2	4	8	\$1,900	\$0	\$0	\$0	\$0	\$1,900
Task 3- SUBTOTAL (hours)	29	125	246	76						
Task 3- SUBTOTAL (fee)					\$65,710	\$42,350	\$127,600	\$0	\$169,950	\$235,660
Task 4 Environmental Impact Statement (EIS)										
4.1 Scoping (includes scoping meeting and scoping document)	2	8	16	0	\$3,760	\$0	\$0	\$0	\$0	\$3,760
4.2 Draft EIS										
4.2.1 Preparation of Program / Plan Description and Description of the Alternatives	4	16	100	40	\$19,880	\$0	\$0	\$0	\$0	\$19,880
4.2.2 Preparation of DEIS Document	16	80	360	40	\$64,840	\$0	\$22,000	\$0	\$22,000	\$86,840
4.2.3 Public Open House (DEIS)	2	16	32	0	\$7,040	\$0	\$0	\$0	\$0	\$7,040
4.3 Final EIS										
4.3.1 Preparation of FEIS Document	4	40	160	40	\$31,160	\$0	\$0	\$0	\$0	\$31,160
4.2.3 Public Open House (FEIS)	2	16	32	0	\$7,040	\$0	\$0	\$0	\$0	\$7,040
Task 4- SUBTOTAL (hours)	30	176	700	120						
Task 4- SUBTOTAL (fee)					\$133,720	\$0	\$22,000	\$0	\$22,000	\$155,720
Task 5 Final Review, Noticing, and Adoption										
5.1 Final Public Meeting Discussions (EDAB, PRAB, Planning Commission, and City Council)	2	6	0	0	\$1,500	\$1,650	\$0	\$0	\$1,650	\$3,150
5.2 Produce Final Comprehensive Plan Document (100% Complete)	2	4	16	0	\$3,080	\$0	\$0	\$0	\$0	\$3,080
5.3 Local Adoption Process (3 Mtgs with PC and CC)	4	12	0	0	\$3,000	\$1,100	\$0	\$0	\$1,100	\$4,100
Task 5- SUBTOTAL (hours)	8	22	16	0						
Task 5- SUBTOTAL (fee)					\$7,580	\$2,750	\$0	\$0	\$2,750	\$10,330
Task 6 Development Regulations and Critical Areas Code Update										
6.1 Development Regulations Update	16	80	240	0	\$46,240	\$0	\$0	\$0	\$0	\$46,240
6.2 Critical Areas Regulations Update	4	16	40	0	\$8,480	\$0	\$0	\$2,750	\$2,750	\$11,230
Task 6- SUBTOTAL (hours)	20	96	280	0						
Task 6- SUBTOTAL (fee)					\$54,720	\$0	\$0	\$2,750	\$2,750	\$57,470
GRAND TOTAL	105	485	1286	230	\$284,760	\$51,700	\$161,150	\$11,550	\$224,400	
CONSULTANT FEE SUBTOTAL										\$509,160
MANAGEMENT RESERVE										\$15,000
CONSULTANT REIMBURSABLE EXPENSES / 1% OF PROJECT BUDGET (e.g. copies, mileage, and postage)										\$5,242
CONSULTANT BUDGET										\$529,402

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the **third** day of **April**, 2023, 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: Lauren Balisky Phone: 253-831-4249 E-mail: lauren@cityofedgewood.org
Contact: Evan Hietpas Phone: 253-831-4254 E-mail: evan@cityofedgewood.org
Contact: Mayor Daryl Eidinger Phone: 253-952-3299 E-mail: mayor@cityofedgewood.org

and AHBL, Inc., (hereinafter the “CONSULTANT”) doing business at:

AHBL, INC.
2215 N 30th St.
Tacoma, WA, 98403

Contact: Wayne Carlson Phone: (206) 267-2425 E-mail: wecarlson@ahbl.com

for professional planning consulting services in connection with the following Project:

City of Edgewood Comprehensive Plan Periodic Update

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.

A. 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.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on **April 3, 2023**, (“Commencement Date”) and shall terminate on **December 31, 2024**, unless extended or terminated in writing as provided herein.

4. Compensation.

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$529,402.00, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit **B**.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____".
- ☐ OTHER. _____

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) 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.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. The Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. 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 payment for such work 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. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. 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 obtain a City of Edgewood business license prior to beginning 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, the City being interested only in the results obtained under this Agreement. 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 without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. 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, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. 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.

D. **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.

E. **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/Hold Harmless** Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, 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 such services, or out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability,

including the duty and cost to defend, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity'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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
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 \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

D. Other Insurance Provisions

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.

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

The Consultant shall furnish the Public Entity 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 Agreement before commencement of the work.

H. Notice of Cancellation

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

I. 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 Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity 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 Public Entity evidences limits of liability lower than those maintained by the Consultant.

14. Assigning or Subcontracting. Except for those subconsultants identified in Exhibit C, 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
Attn: Daryl Eidinger, Mayor
2224 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299
E-mail: mayor@cityofedgewood.org

AHBL, Inc.
Attn: Wayne Carlson, Principal
2215 N 30th Street
Tacoma, WA 98403

Phone: (206) 267-2425
E-mail: wecarlson@ahbl.com

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 matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington.

C. 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

CONSULTANT

By: _____
Daryl Eidinger
Mayor

By: _____
Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____
Rachel Pitzel
City Clerk

APPROVED AS TO FORM:

By: _____
Ann Marie J. Soto
City Attorney



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

July 18, 2022

The Honorable Daryl Eiding
Mayor of Edgewood
2224 104th Avenue East
Edgewood, Washington 98372

RE: 2024 Growth Management Act Periodic Update Grants

Dear Mayor Eiding:

The City of Edgewood is required by RCW 36.70A.130(5)(a) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2024, to ensure they comply with the Growth Management Act (GMA).

We are pleased to inform you that, based on your population size, that \$125,000 has been reserved for the City of Edgewood as a grant to assist in completing your update work. This funding is reserved for the city as a non-competitive formula grant. Due to the state biennial split, one-half of this funding, or \$62,500 is available to reimburse related periodic update project costs from July 1, 2022 to June 30, 2023. Commerce will sign a grant agreement with you by this fall. All related GMA update project costs incurred by your jurisdiction, beginning July 1, 2022, will be eligible for reimbursement. Therefore, you will not need to delay work on the update grant until the contract is signed.

In addition to this financial assistance, Growth Management Services will continue to provide technical assistance for you during this periodic update process, until your scheduled update deadline, and our professional senior planners are ready to assist you with any questions. Please feel free to contact your assigned senior planner with any questions.

Your first grant deliverable will be the completion and submittal of the periodic update checklist, which we provide for review for your comprehensive plan and development regulation. You may find a copy of the checklist and instructions on our webpage here:

<https://www.commerce.wa.gov/serving-communities/growth-management/periodic-update/>

In order to receive this funding, please complete the GMA Update Grant Application materials. These materials are located on the Growth Management Services grants webpage located at

<https://www.commerce.wa.gov/serving-communities/growth-management/growth-management-grants/>

We request application materials please be returned by **September 30, 2022**. As soon we receive your submitted application, we will begin preparing your contract and negotiate your final scopes of work.

If you have questions regarding this grant program or receiving technical assistance regarding your update, please contact Keri Sallee, at (360) 725-3064, or keri.sallee@commerce.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

Dave Andersen, AICP
Managing Director, Growth Management Services

cc: Darren Groth



City Of Edgewood Council Agenda Summary Sheet

Subject: Capital Project Prioritization	Agenda Item #: 2.E
	For Agenda of: 3/21/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. WORKING CIP Priority List	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 3/16/2023 Dave Gray 3/16/2023 Daryl Eidinger 3/16/2023	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 03/21/2023 SS

Summary Statement: As introduced during the last Capital Improvement Plan (CIP) Update in November 2022, staff developed a new scoring system for ranking and prioritizing projects, considering the following metrics:

- First-Year-to-Total-Project-Cost Ratio
- Committed Grant Funding Ratio
- Remaining Funding Need
- Length of Time Project has been on the 6-Year CIP
- Delay in Project Funding (*since being added to 6-Year CIP*)
- Project In-Progress (*and if not, consider the impact on grant fund commitments*)
- Project Hazard (*number of parcels benefited vs. at risk*)
- Roadway Classification
- Projects Categories (*more disciplines, more points*)
- Project Required (*subject to existing agreement, necessary for compliance, etc.*)

The goal of tonight's presentation is to help the Council better understand these metrics and how they are being used in the prioritization scoring, determine if any should be added or removed from consideration, and provide any other feedback. Staff will then update the project prioritization as needed and prepare the annual Transportation Improvement Plan (TIP) Update for discussion at the next study session.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff direction to Capital Project Prioritization

Fiscal Note/Consideration:

This effort is meant to inform ongoing capital improvement project planning. Funding source availability may also impact project implementation and timing.

DRAFT Project Prioritization List

All Identified Projects

No.	Project Name	Score	Est. 1-Yr Cost	Running Total
Developer-coordinated Capital Projects (not included in annual project cap)				
P-9	Wolf Point Trail	N/A	\$ 450,000	--
SS-2	Wetland Mitigation - Northwood Elementary (LID No. 1)	N/A	\$ 55,000	--
City-led Capital Projects (not included in annual project cap)				
P-1 / T-3	Interurban Trail Phase III Design / Construction (TIP No. 7)	66.99	\$ 500,000	--
SW-2	Mortenson Farm Regional Stormwater Improvements	62.70	\$ 324,000	--
T-4	Chrisella Road East Safety Improvements (TIP No. 5) - HSIP GRANT	61.00	\$ 1,105,000	--
City-led Annual Programs				
SW-1	City Drainage Infrastructure Program / Spot Improvements	N/A	\$ 100,000	\$ 100,000
SW-6	SWMP Update (including SW Comp. Plan Update)	N/A	\$ 25,000	\$ 125,000
T-1	Citywide Road Preservation Program (TIP No. 6)	N/A	\$ 345,000	\$ 470,000
T-2	Citywide Traffic Safety Program (TIP No. 9)	N/A	\$ 50,000	\$ 520,000
T-6	Transporation Engineering / Plan Support	N/A	\$ 50,000	\$ 570,000
T-9	Citywide Pedestrian Mobility and Safety Improvements (TIP No. 8)	N/A	\$ 75,000	\$ 645,000
P-2	Miscellaneous Park Improvements	N/A	\$ 25,000	\$ 670,000
P-6	Land Acquisition	N/A	\$ 50,000	\$ 720,000
PF-1	Citywide IT/Security Upgrades	N/A	\$ 50,000	\$ 770,000
City-led Capital Projects				
T-8	Meridian Ave E. Preliminary Design (TIP No. 2)	67.93	\$ 275,000	\$ 1,045,000
SW-8	Lake Chalet Pothole Flood Reduction Project	66.50	\$ 500,000	\$ 1,545,000
PF-3	Public Works Service Facility (Feasibility / Preliminary Design)	65.00	\$ 100,000	\$ 1,645,000
	Chrisella Rd E Realignment - 36th to 39th	57.50	\$ 250,000	\$ 1,895,000
P-4	Nelson Farmhouse Remodel Eval.	57.00	\$ 55,000	\$ 1,950,000
	(TIF R-6) Meridian & 12th/13th - Intersection Improvements	50.50	\$ 150,000	\$ 2,100,000
SW-13	56th St E / Edgewood Dr E Drainage Improvements	49.00	\$ 800,000	\$ 2,900,000
T-5	Edgewood Drive Safety Improvements (TIP No. 4)	48.77	\$ 535,000	\$ 3,435,000
	(TIF MCE-2) 104th Ave E - 8th to 10th	47.98	\$ 250,000	\$ 3,685,000
P-5	Nelson Nature Park Rehabilitation	47.00	\$ 150,000	\$ 3,835,000
SW-12	Flood Reduction Plan for Edgewood Pothole	46.50	\$ 170,000	\$ 4,005,000
P-3	Edgewood Multi-Modal Trail Loop (8th, 122nd, 24th)	45.86	\$ 160,000	\$ 4,165,000
	Flood Reduction Plan for Pinedale Pond (114th)	44.50	\$ 170,000	\$ 4,335,000
SW-5	108th Ave E / 36th St E Flooding	42.80	\$ 150,000	\$ 4,485,000
SW-14	Monta Vista Dr E Drainage Improvements	42.00	\$ 350,000	\$ 4,835,000
SW-7	25th St E Drainage Improvements	42.00	\$ 235,000	\$ 5,070,000
	Flood Reduction Plan for 122nd Ave Pothole	40.00	\$ 170,000	\$ 5,240,000
SW-3	Jovita Creek Regional Improvement Feasibility Study	38.45	\$ 200,000	\$ 5,440,000
	(Spot Imp S-20) 20th St E Culvert (near 90th)	37.00	\$ 150,000	\$ 5,590,000
	(Spot Imp S-17) 11000 block 16th St E Shoulder	37.00	\$ 100,000	\$ 5,690,000
	FEMA Flood Study	37.00	\$ -	\$ 5,690,000
SW-4	Edgewood Pothole Pilot Project Feasibility Assessment	36.63	\$ 250,000	\$ 5,940,000
	(TIF MCE-14) 106th Ave E - 24th to 32nd	35.42	\$ 250,000	\$ 6,190,000
	(TIF NP-4) Meridian Ave E Mid-block Pedestrian Crossings	35.00	\$ 40,000	\$ 6,230,000
	(TIF MCE-16) 106th Ave E - 32nd to 36th	34.81	\$ 250,000	\$ 6,480,000
	Flood Reduction Plan for 108th Ave Pothole	34.50	\$ 170,000	\$ 6,650,000
SW-9	24th / 112th Seasonal Ponding	34.00	\$ 170,000	\$ 6,820,000
PF-2	Civic Center Campus Improvements (Entry, PD Parking, Security)	34.00	\$ 100,000	\$ 6,920,000
	(TIF R-3) Meridian Ave E Safety Improvements - 24th to 36th	33.54	\$ 750,000	\$ 7,670,000
	Meridian Ave E. Drainage Capacity Review (8th to 24th)	33.00	\$ 50,000	\$ 7,720,000
P-7	Edgemont Park Improvements	32.00	\$ 250,000	\$ 7,970,000
	(TIF MCE-7) 104th Ave E - 16th to 18th	31.90	\$ 150,000	\$ 8,120,000
	(TIF MCE-17) 36th St E - Meridian to Chrisella	31.50	\$ 150,000	\$ 8,270,000
	(TIF MCW-2) 101st Ave E - 18th to 20th	31.30	\$ 150,000	\$ 8,420,000

DRAFT Project Prioritization List

All Identified Projects

No.	Project Name	Score	Est. 1-Yr Cost	Running Total
T-4	Chrisella Road East Safety Improvements (TIP No. 5) - 48th to C/L	31.25	\$ 450,000	\$ 8,870,000
	(TIF MCE-13) 29th St E - 103rd to 106th	31.05	\$ 200,000	\$ 9,070,000
SW-10	108th Ave E - 8th to 16th Flooding	30.63	\$ 50,000	\$ 9,120,000
	Flood Reduction Plan for Surprise Lake Pothole	30.00	\$ 170,000	\$ 9,290,000
SW-15	48th St E / 127th Ave E Drainage Improvements	28.91	\$ 50,000	\$ 9,340,000
	(TIF MCE-15) 32nd St E - Meridian to 106th	28.35	\$ 100,000	\$ 9,440,000
	(TIF MCW-8) 100th Ave E - 29th to 32nd	28.16	\$ 150,000	\$ 9,590,000
	(TIF MCE-6) 16th St E - Meridian to 104th	28.10	\$ 150,000	\$ 9,740,000
	(TIF R-2) 122nd Ave E Safety Improvements - 24th to 48th	28.08	\$ 250,000	\$ 9,990,000
	(TIF MCW-7) 29th St E - 101st to Meridian	27.93	\$ 100,000	\$ 10,090,000
SW-11	Jovita Boulevard Rehabilitation	27.00	\$ -	\$ 10,090,000
	(Spot Imp S-21) Top O' Valley Outfall - 24th St E east of 125th	26.88	\$ 75,000	\$ 10,165,000
	(Spot Imp S-15) 12th St E Outfall - east of 122nd	26.67	\$ 50,000	\$ 10,215,000
	(Spot Imp S-16) 1411 126th Ave E Outfall	26.67	\$ 50,000	\$ 10,265,000
T-12	36th Street East Walkway Extension (TIP No. 13)	26.63	\$ 85,000	\$ 10,350,000
	(TIF MCE-11) 24th St E - Meridian to 104th	26.10	\$ 150,000	\$ 10,500,000
	(TIF MCW-5) 24th St E - 100th to Meridian	26.04	\$ 75,000	\$ 10,575,000
	(TIF MCW-9) 32nd St E - 100th to Meridian	25.93	\$ 100,000	\$ 10,675,000
	(TIF R-9) Meridian & 36th - Intersection Improvements	25.59	\$ 250,000	\$ 10,925,000
	(Spot Imp S-10) 2400 block 112th Ave E Ditch Conversion	25.50	\$ 75,000	\$ 11,000,000
	(TIF MCW-4) 100th Ave E - 20th to 24th	23.05	\$ 250,000	\$ 11,250,000
	(Spot Imp) 11126 46th St E	22.00	\$ 50,000	\$ 11,300,000
	(TIF R-5) Railroad Frontage Road	21.11	\$ 750,000	\$ 12,050,000
	(TIF R-7) Meridian & 20th - Intersection Improvements	20.50	\$ 150,000	\$ 12,200,000
	(PROST System-Wide) Signage & Branding	20.00	\$ 75,000	\$ 12,275,000
	(Spot Imp S-22) 9022 34th St E Ponding	18.25	\$ 50,000	\$ 12,325,000
	(TIF N-8) 32nd St E Walkway - 110th to 114th	17.74	\$ 75,000	\$ 12,400,000
	(TIF N-6) 114th Ave E Walkway - 8th to 18th	17.38	\$ 150,000	\$ 12,550,000
	(PROST #2) Nelson Farm Park Master Plan & Feasibility Study	17.00	\$ -	\$ 12,550,000
	(Spot Imp S-23) 47th St Ct E @ 114th Ave E	16.67	\$ 50,000	\$ 12,600,000
	(PROST #6) ECP Phase 2 - Sport Courts	16.00	\$ 50,000	\$ 12,650,000
	(TIF N-7) Edgemont Walkway - EJH to 114th Walkway	15.88	\$ 150,000	\$ 12,800,000
	Simons Creek Bed Erosion (9608 29th St Ct E?)	15.00	\$ -	\$ 12,800,000
	East Wapato Ravine Drainage	15.00	\$ -	\$ 12,800,000
	(PROST System-Wide) School District Co-Op Agreements	8.33	\$ 500,000	\$ 13,300,000
	(Spot Imp S-24) 525 114th Ave E	5.00	\$ -	\$ 13,300,000



City Of Edgewood Council Agenda Summary Sheet

Subject: City Building Evaluations	Agenda Item #: 2.F
	For Agenda of: 3/21/2023
	Prepared by: Jeremy Metzler
Attachments (list): - Summary - DRAFT RESOLUTION 23-xxxx Building Evaluations - Edgewood PSA OAI signed - Exhibit A	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 3/16/2023 Dave Gray 3/16/2023 Daryl Eidinger 3/16/2023	Expenditure Required: \$15,000 Amount Budgeted: Up to \$55,000 (CIP #P-4 or Parks Professional Services) Timeline: 03/21/2023 SS 03/28/2023 RCM

Summary Statement: On January 23, 2023, the City solicited consultants using the MRSC Small Works Roster to assist with evaluating certain City-owned buildings, all of which are not occupied by the public or currently receiving regular maintenance. The result of this solicitation is to inform the City on next steps for these buildings based on their condition, including but not limited to recommendations for maintenance, repair, and/or removal. The buildings are located and described as follows:

- 11912 18th St E: Nelson Farm Park – Former residence, detached garage, and barn
- 2228 118th Ave E: Nelson Farm Park – Detached garage
- 2224 104th Ave E: City Hall Campus – Historic Barn
- 10105 24th St E (Meridian Ave Frontage) – Landmark Windmill

Four (4) responses were received by the February 21, 2023 deadline. City staff reviewed the submittals, prepared a summary spreadsheet (attached), and selected the lowest responsive bidder, Osborn Architects, Inc. (OAI). Attached for Council's consideration are a draft resolution and professional services agreement.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding City Building Evaluations

Fiscal Note/Consideration:

Council identified \$55,000 in the 2023-2028 Capital Improvement Plan under Project #P-4 for the Nelson Farmhouse Remodel Evaluation, which considered use of Park Impact Fees (PIF). While some of this expense may be PIF-eligible, this contract more likely a Parks General Fund expense, where \$60,000 is budgeted for Professional Services. To date we have spent less than \$4,000 from this budget line on vendor services.

Respondent	Hainline	JCR Collective	OAI	Socotec
Total Bid Price	\$ 24,500.00	\$ 22,500.00	\$ 15,000.00	\$ 48,000.00
Contract Type	Hourly NTE	Hourly NTE	Hourly NTE	<i>Unclear</i>
Anticipated Schedule	1 Month	150 Hours	2 Months	2 Months
<i>Included Components:</i>				
Site Visits / Visual Observations	√	√	√	√
ASTM E2018-15 Property Condition Assessment		<i>unclear</i>	√	√
Meeting(s) with Stakeholder(s)			√	
Cost Estimates for Repairs	√	√	√	√
Cost Estimates for Maintenance	√	<i>unclear</i>	√	√
Report w/ Estimates	√	√	√	√
Workshop / Review			√	√
<i>Specifically Excluded Services:</i>				
Mold Testing	X	X	X	X
HazMat Testing	X	X	X	X
Existing Site Plans	X	X	X	X

RESOLUTION NO. 23-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, WASHINGTON,
AWARDING THE CONTRACT FOR BUILDING
EVALUATIONS TO OSBORN ARCHITECTS, INC.**

WHEREAS, staff identified a need to evaluate certain City-owned buildings, as well as the landmark windmill not currently owned by the City, all of which are not occupied by the public or currently receiving regular maintenance; and

WHEREAS, the City solicited qualified consultants using the MRSC Small Works Roster, transmitting said solicitation on January 23, 2023; and

WHEREAS, after four proposals were received electronically by the deadline of February 21, 2023, City staff reviewed and determined that the lowest responsive and responsible bidder was Osborn Architects, Inc., based on its total bid of \$15,000; and

WHEREAS, the City Council considered staff's recommendation during its study session of March 21, 2023 and regular Council meeting of March 28, 2023, and determined that the contract for the building evaluations should be awarded to Osborn Architects, Inc.;

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

Section 1. The City Council hereby authorizes the Mayor to execute the contract between the City of Edgewood and Osborn Architects, Inc. for the building evaluations. A copy of such contract is attached hereto as Exhibit A.

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

ADOPTED THIS 28TH DAY OF MARCH, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, City Clerk

Exhibit A
Professional Services Agreement

DRAFT

CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 28th day of March, 2023, 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

and Osborn Architects Inc., PS, a corporation organized under the laws of the State of Washington, doing business at:

Osborn Architects Inc. PS (hereinafter the "CONSULTANT")
1011 SW Klickitat Way, Ste. 208
Seattle, WA 98134
Contact: Jerry Osborn, Director Phone: 206-920-6348

for personal services in connection with the following Project:

City of Edgewood Building Evaluations –

- 11912 18th St E: Nelson Farm Park – Former residence, detached garage, and barn
- 2228 118th Ave E: Nelson Farm Park – Detached garage
- 2224 104th Ave E: City Hall Campus – Historic Barn
- 10105 24th St E (Meridian Ave Frontage) – Landmark Windmill

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.

Revised 03/2023

3. **Terms.** This Agreement shall commence on _____, ("Commencement Date") and shall terminate on _____ unless extended or terminated in writing as provided herein.

4. **Compensation.**

☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$15,000, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit "A."

☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "_____."

☐ OTHER. _____

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) 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.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. 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 payment for such work 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 receipt of written Notice to Proceed.

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 10 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, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. 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

Revised 03/2023

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.

D. 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.

E. 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 / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the

Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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, and volunteers, the Consultant's liability, including the duty and cost to defend, 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. This waiver has been mutually negotiated by the parties. 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. No limitation. The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named 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 endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

Revised 03/2023

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 \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

D. 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.

E. Other Insurance Provisions

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The 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 Agreement before commencement of the work.

H. 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.

I. 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.

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
Jeremy Metzler, PW Director
2224 - 104th Avenue E.
Edgewood, WA 98372

Phone: 253-952-3299
Email: jeremy@cityofedgewood.org

Osborn Architects Inc. PS
Attn: Jerry Osborn, Director
1011 SW Klickitat Way, Ste. 208
Seattle, WA 98134

Phone: 206-920-6348
Email: josborn@oaips.com

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.

Revised 03/2023

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

CONSULTANT

By: _____
Daryl Eidinger
Mayor

By: Jerry Osborn
Name: JERRY OSBORN

Date: _____

Title: President

Date: 3/15/23

Attest:

By: _____
Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:

By: Ann Marie J. Soto
Ann Marie J. Soto
City Attorney



February 22, 2023

Jeremy Metzler
City of Edgewood
2224 104th Ave E
Edgewood, WA 98372

RE: **City of Edgewood
Underutilized Facilities Assessment
Design Services Fee Proposal**

Jeremy,

Thank you for allowing OAI to submit our fees to review the viability of the four existing structures outline below:

- Approximate building areas are as follows:
 - o 11912 18th St E: Nelson Farm Park
 - Former residence – 1,308sf (1.5 stories), 624sf unfinished basement
 - Detached garage – 432sf
 - Barn – 912sf
 - o 2228 118th Ave E: Nelson Farm Park
 - Detached garage – 780sf
 - o 2224 104th Ave E: City Hall Campus
 - Historic Barn – 1,400sf
 - o 10105 24th St E (Meridian Ave Frontage)
 - Landmark Windmill – 450sf

Note that we are currently working with Seattle Parks and Recreation on trying to find an adaptive reuse for the decommissioned steam plant for the Sandpoint Naval Base (ceded to Seattle Parks and Recreation); and we recently provided a cost benefit assessment for Seattle Parks and Recreation for the Kay Buillitt property – that was donated to Seattle Parks for consideration for being developed into a Capitol Hill area park and historic site.

Proposal: Please refer to the attached summary spreadsheet; total requested is **\$15,000** (including estimate reimbursable fees).

Schedule: The planning process will be dependent of timely receipt of enrollment data and availability of steering committee members. Goal is to have complete by May 1, 2023.

Contract Type: ☐ Lump Sum for Basic Services
☒ Hourly with not to exceed cost as stated in this proposal

Jeremy Metzler
City or Edgewood: Under Utilized Buildings Assessments

Please let me know if you have any questions or concerns or need further information regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Osborn". The signature is fluid and cursive, with a large initial "J" and "O".

Jerry Osborn, AIA, LEED AP®, Principal in Charge
Osborn Architects Incorporated, PS

Encl Fee Proposal Summary Sheet

Consultant	OAI						Totals
Discipline	Architectural						
Phase	Services						
Assessment	\$14,900	\$0	\$0				\$14,900
Bid Phase							\$0
CA Phase							\$0
Closeout							\$0
Totals	\$14,900	\$0	\$0	\$0	\$0	\$0	\$14,900
Estimate of Reimbursable expenses							\$100
TOTAL NOT-TO-EXCEED FEE							\$15,000

BREAKDOWN OF DESIGN SERVICES					PIC	PA	SA	CL	SUBTOTAL	TOTAL
1.0 Administrative Costs										4
1.1 Contract start-up					2			2	4	
Sub-totals Hours					2	0	0	2		
Sub-total Costs					\$390	\$0	\$0	\$220		\$610
2.0 Facility Condition Survey										88
2.0 Tour campus facilities					8	8			16	
2.1 Historical society meetings and brainstorming					4	4			8	
2.3 Model facilities for adaptive use ideas							16		16	
2.4 Cost estimates						4	8		12	
2.5 Draft report					4	4			8	
2.6 Draft report and cost estimates workshop review					2	2			4	
2.7 QC review					4		4		8	
2.8 submit final report					2	4	10		16	
Sub-totals Hours					24	26	38	0		
Sub-total Costs					\$4,680	\$4,290	\$5,320	\$0		\$14,290
3.0 Construction Administration										0
3.1									0	
3.2									0	
Sub-totals Hours					0	0	0	0		
Sub-total Costs					\$0	\$0	\$0	\$0		\$0
4.0 Project Closeout Phase										0
4.1									0	
Sub-totals Hours					0	0	0	0		
Sub-total Costs					\$0	\$0	\$0	\$0		\$0

SUMMARY OF ARCHITECTURAL SERVICES	HOURLY RATE	ADD'T'L HRS	TOTAL
Principal Architect (PIC)	\$195 /HR	26 HRS	\$5,070
Project Manager (PM)	\$165 /HR	26 HRS	\$4,290
Staff Architect (SA)	\$140 /HR	38 HRS	\$5,320
Clerical/Administrative (CL)	\$110 /HR	2 HRS	\$220
a. Sub-Total Architectural Design Services:		92 HRS	\$14,900

SUMMARY OF CONSULTANT SERVICES	SCOPE DESCRIPTION		TOTAL
	DISCIPLINE	FEE % MU	
		1.1	\$0
		1.1	\$0
			\$0
b. Total Consultant Services:		Fee % MU	\$0

TOTAL DESIGN SERVICES REQUEST: \$14,900

SUMMARY OF REIMBURSABLE EXPENSES	SCOPE DESCRIPTION		TOTAL
	DISCIPLINE	FEE % MU	
	Mileage	\$100 1	\$100
		1.1	\$0
c. Total estimate Reimbursable Expenses:		Fee % MU	\$100



CITY OF EDGEWOOD BUILDING EVALUATIONS

Firm History

Relevant Experience

Capacity and Technical
Competence

Key Personnel

Firm History

OAI is a full-service architectural firm that specializes in the repair and improvement of existing facilities. Jerry Osborn founded OAI in 2015 after serving 20 years as a principal and project manager at multiple Seattle-based architectural firms. OAI is committed to assisting public agencies throughout the greater Puget Sound region. We typically perform around 50 architectural projects per year and many of these projects are similar in size and scope. We accomplish this by utilizing the appropriate staff, diligently following project schedules, and applying refined project management techniques. We have many repeat clients; we are a preferred choice because we possess the requisite leadership, management ability, and facility operations expertise needed to meet project goals.

Capabilities and Technical Competence

Facility Condition Assessment Experience. We have assisted numerous clients with Facility Condition Assessments (FCA). The majority of these FCA's have taken place on community and technical college campuses across Washington State. Every two years, the Washington State Board For Community And Technical Colleges (SBCTC) allocates funding depending on condition of each campus. We provide FCA's for many college facilities departments to ensure they are allocated the moneys they deserve. During the 2019-2021 biennium, we partnered with Shoreline Community College, South Seattle College, and Everett Community College, providing comprehensive FCA's of their campuses. Additionally, we performed campus wide accessibility surveys for South Seattle College, Tacoma Community College, and Shoreline Community College. Below is the first page of our standard FCA checklist. We rank each item from critical to new.

FACILITY CONDITION ASSESSMENT CHECKLIST



5	NEW	New or Like New Condition: No issues or suspected failures to report. Plan for 10-12 years of remaining service life.
4	GOOD	Good Condition: In well working order, no reported issues or concerns. Consider replacement in 8-10 years.
3	FAIR	Average Wear for Use and Age: Not new but no issues to report. Plan to replace within 4-6 years.
2	POOR	Worn From Use, End of Expected Lifecycle: Plan to replace within 2-4 years when funds are available.
1	CRITICAL	Extremely Worn or Damaged: Immediate repair or replacement needed. Plan to replace within next 2 years.

Airport Park		FACILITY NAME
3201 Airport Avenue Santa Monica, CA 90405		SITE ADDRESS
January 1, 2023		ASSESSMENT DATE
JPG Team Lead, Support Team		SURVEY TEAM

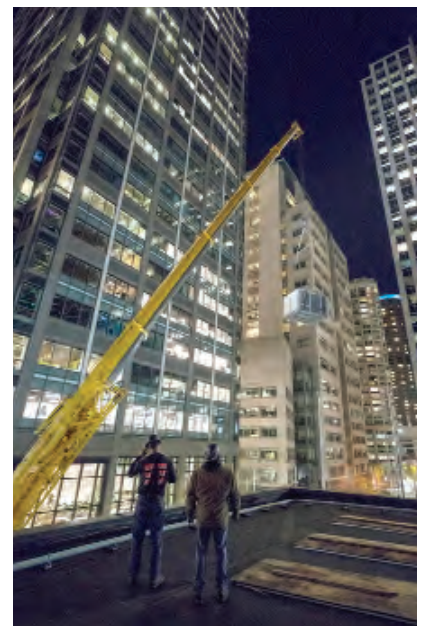
ITEM	DESCRIPTION	5	4	3	2	1	N/A	COMMENTS, RECOMMENDED ACTION
A - GENERAL SITE								
Parking Lots								
a1.1	Paving and Parking Surfaces							
a1.2	Striping and Pavement Markings							
a1.3	Curbing, Parking Stops, Speed Bumps							
a1.4	Vehicular Access Gates							
a1.5	Traffic Markings and Signage							
a1.6	Bollards, Fixed and Removable							
a1.7	Post-Mounted Parking Signage							
a1.8	Lighting - Parking Areas							
a1.9	Storm Drainage							
a1.10	Other:							
ADA/Accessibility								
a2.1	ISA Symbol & Pavement Markings							
a2.2	Access Aisle Striping							
a2.3	ADA Parking Signage							
a2.4	Parking Stops (If Required)							
a2.5	Curb and Access Ramps							
Site Access								
a3.1	Emergency Vehicle Access							
a3.2	Park Access Roads							
a3.3	Removable Bollards							
a3.4	Access Restrictions, Signage							
a3.5	Other:							
Site Security								

The ASTM E2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process (ASTM E2018-15 Standard) is considered the industry standard for baseline FCA's. It outlines the purpose and scope of an FCA, including walk-through surveys, document reviews, and interviews, as well as the contents of an FCA Report. We are familiar with the ASTM E2018-15 Standard and use it as a baseline on all of our FCA projects. In preparing reports, we also reference the Facility Condition Index (FCI), which is an industry standard metric that serves as an objective benchmark following a FCA. FCI is calculated by taking the total cost of existing renewal/repair costs and dividing this number by the total estimated replacement value. Additionally, we follow all federal state and local jurisdictional requirements, making sure our projects comply with all required codes and regulations.

Demonstrated Experience with Similar Projects

The following list represents public sector projects OAI has completed in the last five years that are relevant to your proposed scope of work:

- **Seattle Parks & Recreation**
 - Pratt Fine Arts Center URM & Envelope Remediation
 - Seward Audubon Society URM Structural Review
 - Bullitt Estate Site and Building Assessment
 - Red Barn Assessment
 - Amy Yee Tennis Center Site and Building Improvement
- **City of Seattle**
 - Airport Way Center Building E- Asset Preservation Scoping Study
 - SPD East Precinct- "Tier 2" Seismic Evaluation
 - Airport Way Center Building B- Seismic Risk Assessment
- **Port of Tacoma** - Pierce County Terminal (PCT) Maintenance Building Water Intrusion Study
- **Seattle Central College** - Wood Technology Building Roof Evaluation
- **Community Roots Housing**
 - The Bremer Building & The Union - Water Intrusion Investigative & Design Services
 - Devonshire Apartments Assessment and Complete Building Renovation
- **Shoreline Community College**
 - 2017 Facility Condition Assessment
 - 2021 Facility Condition Assessment
- **South Seattle College**
 - Facility Condition Survey- Roof Systems
 - Facility Condition Survey- Campus
 - Campus Wide Accessibility Assessment
- **Everett Community College** -2021 Facility Condition Assessment



City of Seattle Projects: Left: AWC Building E storefront after renovations Right: A crane lifting the new chiller into place at SPD's West Precinct

Design Philosophy

The majority of our projects focus on improving the quality of the existing built environment by repairing, renovating, and rehabilitating existing structures and/or site utilities. We work collaboratively with shareholders, facility managers, and maintenance leads to isolate essential project needs from elective project "wants" while providing value-based design solutions. Through our experience, we truly understand the steps and considerations necessary when working within an existing structure. This hands-on experience makes our team unique and sets us apart from more traditional architectural design firms.



Shoreline Community College: Left: New sheet metal mansard roof; Right: Existing cement shingles

Key Team Members

OAI's team includes architects, project managers, and support personnel with experience in the public sector overseeing complex assignments. We focus on repairs, renovation, and asset preservation. We believe in a team approach. Today's repair and design challenges are at times beyond the capabilities of any one individual or a single point of view. Our project leaders will draw upon team members' individual expertise to contribute to the project, and collaboration does not stop with our team members, it includes the City of Edgewood and the shared knowledge and expertise of its staff.

Project Management

Jerry will be the main point of contact for the City of Edgewood. In this role, Jerry will oversee our Project Leadership Team and review final decisions. Empowering OAI's PMs to lead active stakeholder meetings, Jerry will manage the problem-solving stages of the projects. He will monitor project budgets, schedules, and jurisdictional compliance, and provide oversight during construction and project closeout.



Jerry Osborn
Principal-in-Charge

Project Leadership:

Our Project Leadership Team consists of Cary, Joe, Melissa, Clark, and Manvi. This nuclear group frequently works together on projects. They will provide day-to-day leadership for planning, implementation, and closeout. They will resolve issues as they arise, providing expertise, tracking, and reporting.



Cary Guenther
*Project Manager/
Project Support*



Joe Muller
*Project Manager/
Project Support*



Melissa Forbes
*Project Manager/
Project Support*



Clark Yoder
*Project Manager/
Project Support*



Manvi Dhingra
*Project Manager/
Project Support*



City Of Edgewood Council Agenda Summary Sheet

Subject: Meridian Landscape Installation/Replacement	Agenda Item #: 2.G
	For Agenda of: 3/21/2023
	Prepared by: Jeremy Metzler
Attachments (list): 1. DRAFT Resolution No. 23-0xxx - SS Landscaping First Amendment 2. DRAFT FIRST AMENDMENT - SS Landscaping 3. ExB - estimate_4628 4. Meridian Landscape Plans - Highlighted	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: \$30,670.70 (plus tax) Amount Budgeted: \$100,000 Timeline: 03/21/2023 SS 03/28/2023 RCM

Summary Statement:

The City Council approved Resolution 22-0649 on November 22, 2022, authorizing a three-year agreement for landscape maintenance services with SS Landscaping Services, Inc. Since execution of said agreement, City staff conducted a site visit of the Meridian corridor with SS Landscaping Services, Inc. to review the existing condition of the landscaping beds, identifying several locations that have dead, damaged, dying and/or missing vegetation that must be replaced or planted as part of the maintenance activities originally contemplated by the Agreement, but that require additional work beyond what was estimated in the original monthly payment schedule.

City staff requested an estimate from the Contractor to install and/or replace said vegetation in landscaping beds along the Meridian corridor, determining that it is in the best interest of the City to amend the agreement in order to complete the requested work. Attached for the Council's consideration are a draft Resolution and the First Amendment to the agreement.

Item History:

N/A

Recommended Action:

Hold a discussion and provide staff guidance regarding Meridian Landscape Installation/Replacement

Fiscal Note/Consideration:

Of the \$100,000 budgeted in 2023, \$31,090.20 is allocated to the monthly maintenance contract, leaving

\$68,909.80 for street-related vegetation maintenance. This budget line is also used for dangerous tree removal, our annual roadside spraying program, and other incidental vegetation management expenses.

RESOLUTION NO. 23-0xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EDGEWOOD, PIERCE COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO A FIRST
AMENDMENT TO THE AGREEMENT WITH SS
LANDSCAPING SERVICES DATED NOVEMBER 28, 2022**

WHEREAS, the City Council approved Resolution 22-0649 on November 22, 2022, authorizing a three-year agreement for landscape maintenance services (“Agreement”) with SS Landscaping Services (“Contractor”); and

WHEREAS, since execution of the Agreement, City staff and the Contractor conducted a site visit of the Meridian corridor to review the existing condition of the landscaping beds, identifying several locations that have dead, damaged, dying and/or missing vegetation that must be replaced or planted as part of the maintenance activities originally contemplated by the Agreement, but that require additional work beyond what was estimated in the original monthly payment schedule; and

WHEREAS, City staff requested an estimate from the Contractor to install and/or replace said vegetation in landscaping beds along the Meridian corridor; and

WHEREAS, City staff has determined that, in order to complete the requested work, it is in the best interest of the City to amend the Agreement as set forth in Exhibit A hereto; and

WHEREAS, City Council discussed this item at the March 21, 2023 study session and March 28, 2023 regular council meeting;

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

Section 1. The Mayor is hereby authorized to enter into the First Amendment to Landscape Maintenance Services Agreement between the City of Edgewood and SS Landscaping Services, in substantially the same form as attached to this resolution and incorporated herein as Exhibit A.

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

ADOPTED THIS 28th DAY OF MARCH, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

First Amendment to Landscape Maintenance Services Agreement
Between The City of Edgewood and SS Landscaping Services, Inc.

DRAFT

**FIRST AMENDMENT TO
LANDSCAPE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD AND
SS LANDSCAPING SERVICES, INC.**

Section I. Date and Parties.

This First Amendment, effective on the date of the last signature below, amends the Landscape Maintenance Services Agreement by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and SS Landscaping Services, Inc., a Washington State Corporation ("Contractor") dated November 28, 2022 (the "Agreement").

Section II. General Recitals.

A. The City and Contractor entered into the Agreement for the purposes of allowing the Contractor to perform the routine landscape maintenance work along the Meridian corridor.

B. Since the Agreement was executed, the City and Contractor conducted a site visit of the landscaping areas along the Meridian corridor to review the existing condition of the landscaping beds, identifying several locations that have dead, damaged, dying and/or missing vegetation that must be replaced or planted as part of the maintenance activities originally contemplated by the Agreement, but that require additional work beyond what was estimated in the original monthly payment schedule.

C. City staff requested an estimate from the Contractor to install and/or replace said vegetation in landscaping beds along the Meridian corridor.

D. City staff has determined that, in order to complete the requested work, it is in the best interest of the City to amend the Agreement as set forth in this First Amendment.

Section III. Amendments to the Agreement.

A. Section 1. Services by Contractor. Section 1 of the original agreement is hereby amended to read as follows:

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

B. Contractor shall also perform the one-time services described in the Scope of Work attached to this Agreement as Exhibit "B."

~~C.B.~~ The services performed by the Contractor shall not exceed, be changed, or otherwise be modified from the above Scopes of Work without

prior written authorization from the City. ~~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 this Agreement.

- B. Section 4. Compensation. Section 4 of the original Agreement is hereby amended to read as follows:

OTHER. Compensation for these services described in Exhibit “A” shall be a monthly payment of \$2,355.33, plus all applicable tax, for a total annual amount of \$28,263.92 (plus tax). Compensation for the services described in Exhibit “B” shall be a total amount not to exceed \$30,670.70 (plus tax).

- C. Exhibit “B”. Attached hereto is Exhibit “B”, as referred to in this First Amendment, and hereby incorporated into this Agreement.

Section IV. Other Terms Unchanged. The First Amendment is intended to modify the terms and conditions of the original Agreement only insofar as such modifications are set forth in this Amendment; all other provisions shall remain unchanged and in full effect. In the case of any conflict between the terms of the Agreement and First Amendment, the provisions of this First Amendment shall control.

DATED: This 28th day of March, 2023.

CITY OF EDGEWOOD

CONTRACTOR

By: _____
Printed Name: Daryl Eidinger
Its: Mayor
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____, 2023

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

City Attorney, Ann Marie Soto

SS Landscaping Services, Inc.

10219 Portland Ave E, Ste D

Tacoma, WA 98445

253-535-2922

service@sslandinc.com | www.sslandinc.com



RECIPIENT:

05088-M City of Edgewood

2224 104th Avenue East

Edgewood, Washington 98372

Estimate #4628

Sent on 03/03/2023

Please note that invoices paid with a Credit Card will have a 3% convenience fee added. Yes

Total \$30,670.70

PRODUCT / SERVICE	DESCRIPTION	QTY.
Labor - 2 Person Crew - Prevailing Wage	HOURLY LABOR CHARGE	80
Medium Shrubs	5 gallon shrubs: Evergreen Euonymus Hebe Wiri Blush Deciduous Azalea Dwarf European Cranberry Bush	78
Medium / Small shrubs	2 gallon shrubs: Flowering Quincy Escallonia Compakta Dwarf Fothergilla Blue Oat Grass Dwarf Mountain Laurel	29
Small shrubs	1 gallon shrubs: Berberis Cornus Kelseyi Nandina Domestica Dwarf Fountain Grass Shrubby Cinquefoil	78
Ground cover	400 1 gallon: Kinnikinnick Oakwood Cotoneaster Beach Strawberry Creeping Bramble	500
Mulch - Fine Bark	CY	15
Service - Dump Fee	TON	2

SS Landscaping Services, Inc.

10219 Portland Ave E, Ste D
Tacoma, WA 98445
253-535-2922
service@sslandinc.com | www.sslandinc.com



PRODUCT / SERVICE	DESCRIPTION	QTY.
GENERAL CONDITIONS	This line item covers project oversight and incidental items associate with the work being performed. Not all items will apply, cost is calculated accordingly such as: Superintendent, misc. small tools, mobilizations, fuel for equipment, site setup, utilities location, travel time, parking.	1

Total

\$30,670.70

Replace plantings highlighted in drawing provided.
All plantings based off print specs.
Install new mulch on all new plantings.
Remove dead and or damaged plantings in areas highlighted on prints prior to new plant installation.

Dead/dying/damaged trees will be assessed and quoted for replacement following Spring bloom to identify correct species per print spec.

THIS IS NOT A BILL, PLEASE DO NOT PAY.
WASHINGTON STATE SALES TAX IS NOT INCLUDED IN THIS QUOTE, IT
WILL BE ADDED TO THE FINAL INVOICE.

SS Landscaping Services, Inc.

10219 Portland Ave E, Ste D

Tacoma, WA 98445

253-535-2922

service@sslandinc.com | www.sslandinc.com



Notes Continued...

GENERAL ASSUMPTIONS, CONDITIONS, AND EXCLUSIONS:

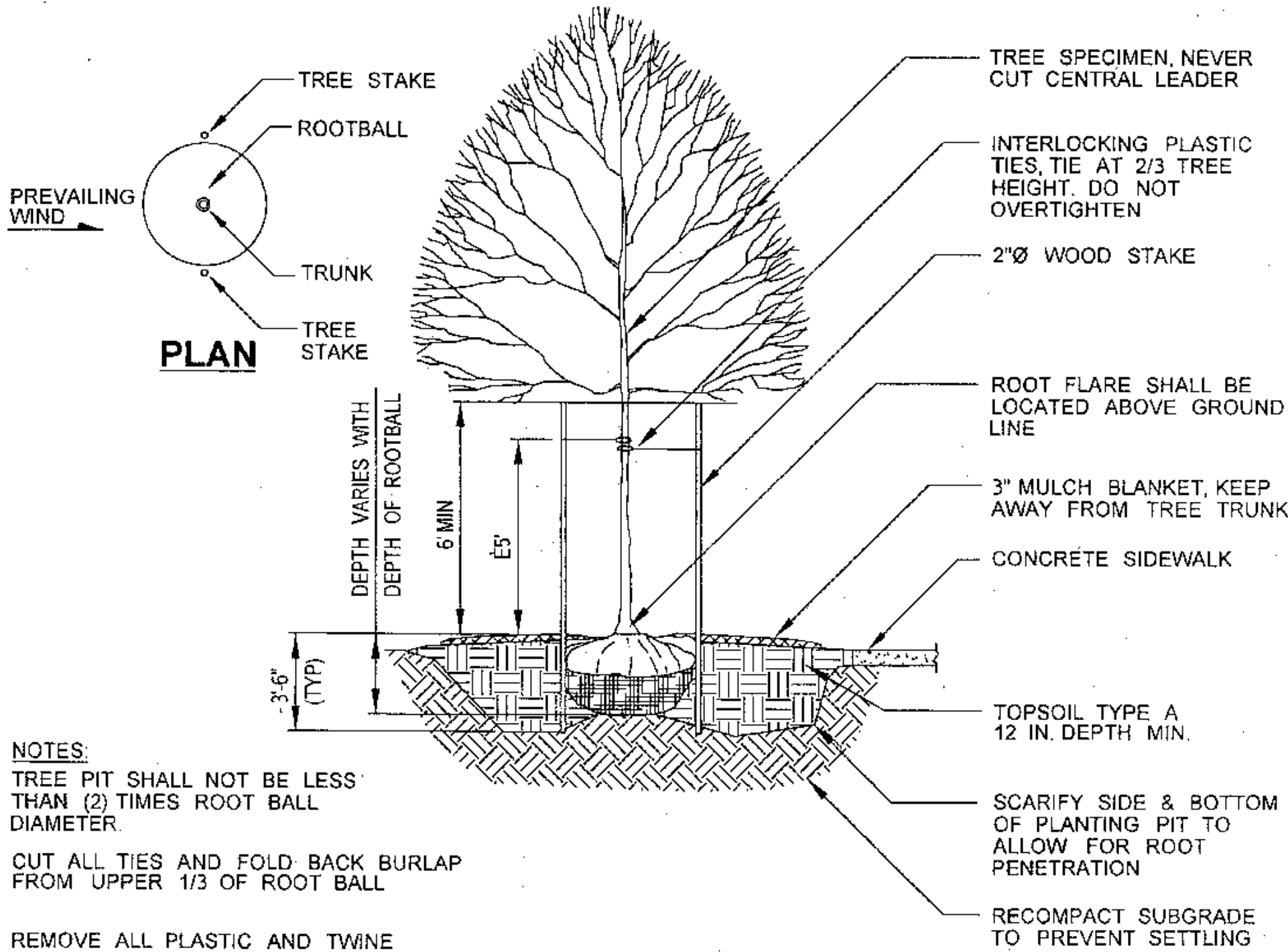
1. Unless an item is specifically addressed and discussed in the above "PRODUCT/SERVICE", it should be assumed that it is not included in the scope of work.
2. Clean up and pressure washing limited to scope affected areas.
3. Plant material availability not guaranteed.
4. Additional maintenance and protection after specific scope acceptance is not included, unless noted.
5. Warranty limited to one year following substantial completion of specific contracted scope.
6. Deposit required 30 days prior to procurement/manufacturing any site furnishings or long lead items.
7. No traffic control.
8. No permits or fees.
9. TESC or tree protection.
10. Excludes Professional Liability insurance.
11. Insurance limits included are as follows: G/L Insurance \$1M per occurrence/\$2M aggregate, \$1M auto liability, \$5M umbrella and \$2M pollution.
12. Washington State Sales Tax is not included.
13. Payments via credit card are subject to a 3% convenience charge.
14. It should be assumed all labor is at private wage, unless specifically stated otherwise.
15. Herbicide applications are not a permanent vegetation control. Treated areas may need multiple applications. If an herbicide treatment is indicated in this quote, it is for a single application unless noted otherwise.

This quote is valid for the next 30 days, after which values may be subject to change.

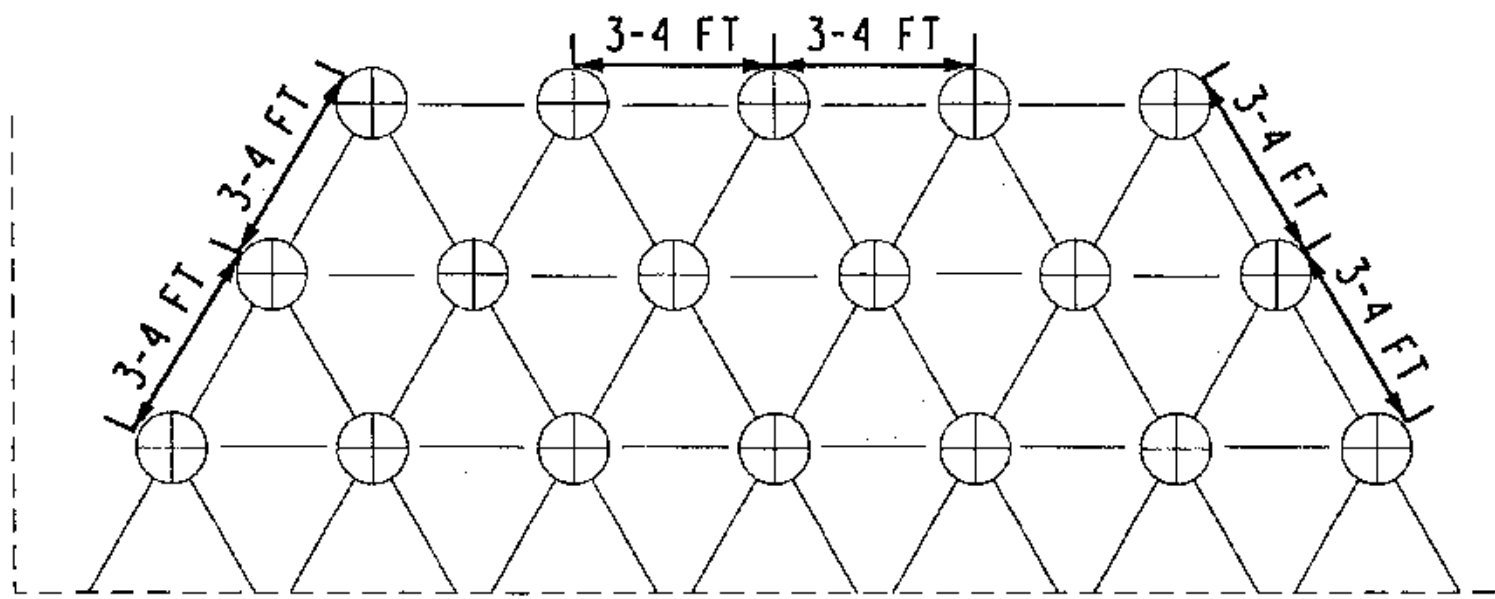
	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY	SIZE	REMARKS
STREET TREES	T1	ACER RUBRUM 'SCARSEN'	SCARLET SENTINEL MAPLE	56	2 1/2" CAL. 12'-14' HT.	B & B
	T2	ULMUS WILSONIANA 'PROSPECTOR'	PROSPECTOR ELM	28	2 1/2" CAL. 12'-14' HT.	B & B
	T3	ZELKOVA SERRATA 'GREENVASE'	GREENVASE ZELKOVA	10	2 1/2" CAL. 12'-14' HT.	B & B
ACCENT TREES	T5	ACER GRISEUM	PAPERBARK MAPLE	6	7'-8' HT.	B&B, 3-5 CANES MIN.
	T6	AMELANCHIER CANADENSIS 'PRINCE WILLIAM'	CANADIAN SERVICEBERRY	3	7'-8' HT.	B&B, 3-5 CANES MIN.
	T7	PRUNUS X YEDOENSIS	YOSHINO FLOWERING CHERRY	10	2 1/2" CAL. 10'-12' HT.	B & B
MEDIUM SHRUBS	S1	EUONYMUS FORTUNEI 'MOONSHADOW'	EVERGREEN EUONYMUS	73	15"-18" HT.	CONT. FULL & BUSHY
	S2	HEBE 'WIRI BLUSH'	NCN	76	15"-18" HT.	CONT. FULL & BUSHY
	S3	RHODODENDRON 'NORTHERN LIGHTS'	DECIDUOUS AZALEA	143	15"-18" HT.	CONT. FULL & BUSHY
	S4	VIBURNUM OPULUS 'COMPACTUM'	DWARF EUROPEAN CRANBERRY BUSH	138	15"-18" HT.	CONT. FULL & BUSHY
SMALL/ MEDIUM SHRUBS	S5	CHAENOMELES 'CAMEO'	FLOWERING QUINCE	174	15"-18" HT.	CONT. FULL & BUSHY
	S6	ESCALLONIA 'COMPAKTA'	NCN	156	15"-18" HT.	CONT. FULL & BUSHY
	S7	FOTHERGILLA GARDENII	DWARF FOTHERGILLA	90	2 GAL. CONT.	CONT. FULL & BUSHY
	S8	HELICTROTRICHON SEMPERVIRENS	BLUE OAT GRASS	121	1 GAL. CONT.	CONT. FULL & BUSHY
	S9	KALMIA LATIFOLIA 'ELF'	DWARF MOUNTAIN LAUREL	195	2 GAL. CONT.	CONT. FULL & BUSHY
SMALL SHRUBS	S10	BERBERIS THUNBERGII 'KOBOLD'	KOBOLD JAPANESE BARBERRY	365	2 GAL. CONT.	CONT. FULL & BUSHY
	S11	CORNUS SERICEA 'KELSEY'	DWARF REDTWIG DOGWOOD	364	2 GAL. CONT.	CONT. FULL & BUSHY
	S12	NANDINA DOMESTICA 'WOODS DWARF'	DWARF HEAVENLY BAMBOO	343	2 GAL. CONT.	CONT. FULL & BUSHY
	S13	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	DWARF FOUNTAIN GRASS	359	1 GAL. CONT.	CONT. FULL & BUSHY
	S14	POTENTILLA 'RED ACE'	SHRUBBY CINQUEFOIL	202	1 GAL. CONT.	CONT. FULL & BUSHY
GROUND COVER	GC1	ARCTOSTAPHYLOS UVA-URSI 'VANCOUVER JADE'	KINNIKINNICK	647	1 GAL. CONT.	24" O.C. TRI. SP. TYP.
	GC2	COTONEASTER DAMMERI 'EICHHOLZ'	OAKWOOD COTONEASTER	778	1 GAL. CONT.	24" O.C. TRI. SP. TYP.
	GC3	FRAGARIA CHILOENSIS 'LIPSTICK'	BEACH STRAWBERRY	882	1 GAL. CONT.	24" O.C. TRI. SP. TYP.
	GC4	RUBUS CALYCINOIDES	CREeping BRAMBLE	254	1 GAL. CONT.	24" O.C. TRI. SP. TYP.
PERENNIALS - ALTERNATE PLANT TYPES AND INSTALL IN GROUPS OF 5 EACH	P1	ACHILLEA MILLEFOLIUM 'PAPRIKA'	PAPRIKA COMMON YARROW	430	1 GAL. CONT.	12" O.C. TRI. SP. TYP.
		HEMEROCALLIS 'LITTLE MISS SUNSHINE'	DAYLILLIES	430	1 GAL. CONT.	12" O.C. TRI. SP. TYP.
		STOKESIA LAEVIS 'BLUE DANUBE'	BLUE CORNFLOWER ASTER	430	1 GAL. CONT.	12" O.C. TRI. SP. TYP.
	P2	ASTER 'WINSTON CHURCHILL'	NCN	317	1 GAL. CONT.	12" O.C. TRI. SP. TYP.
		COREOPSIS VERTICILLATA 'ZAGREB'	ZAGREB THREADLEAF COREOPSIS	317	1 GAL. CONT.	12" O.C. TRI. SP. TYP.
		SALVIA NEMOROSA 'OSTFRIESLAND'	SAGE	317	1 GAL. CONT.	12" O.C. TRI. SP. TYP.

GENERAL LANDSCAPE NOTES:

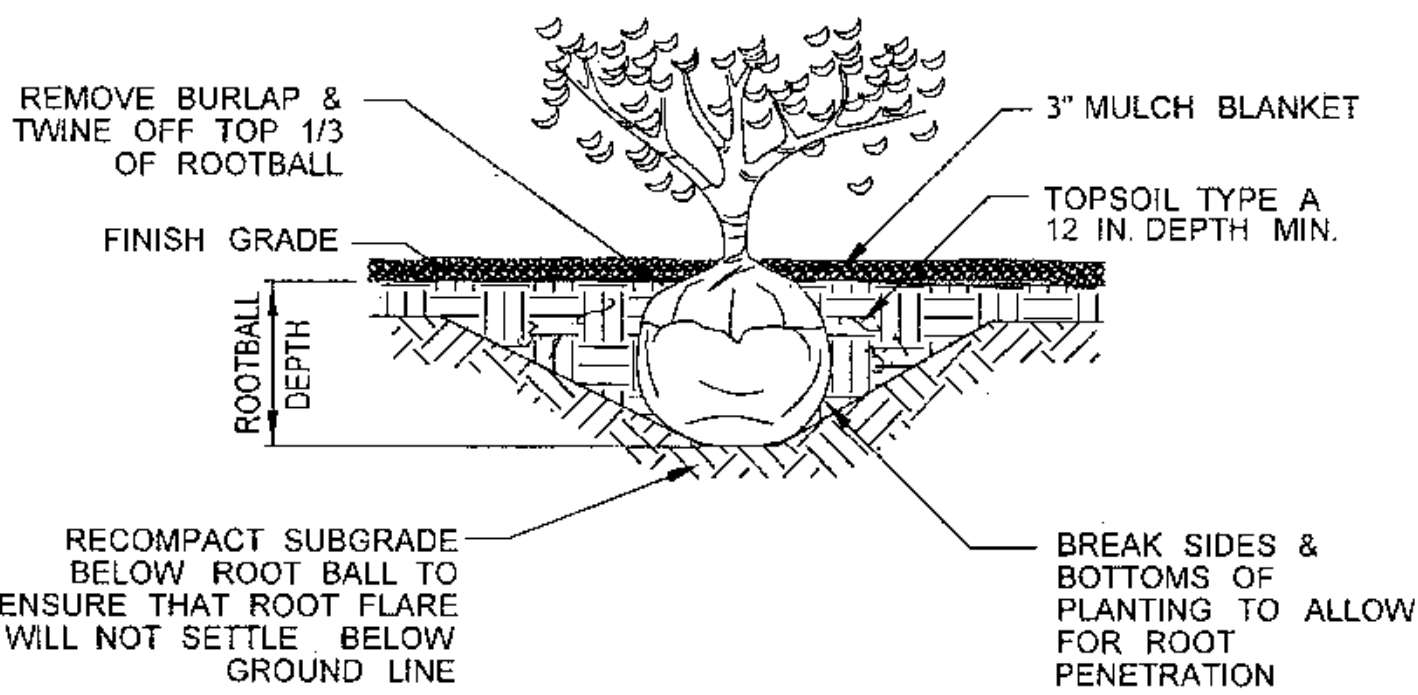
1. ALL PLANT MATERIAL SPECIFICATIONS FOR SIZE AND CONDITION ARE MINIMUM REQUIREMENTS. SPECIFICATIONS ARE IN ACCORDANCE WITH THE 'AMERICAN STANDARD FOR NURSERY STOCK' MOST CURRENT EDITION. IF A CONFLICT OCCURS BETWEEN THESE SPECIFICATIONS AND THE "A.S.N.S.", THESE SPECIFICATIONS SHALL APPLY.
2. MATERIAL SHALL BE TAGGED WITH THE APPROPRIATE IDENTIFICATION AT THE TIME OF DELIVERY TO THE PROJECT SITE.
3. DO NOT SUBSTITUTE SPECIES WITHOUT APPROVAL OF THE ENGINEER.
4. ALL PLANT MATERIAL SHALL BE NURSERY GROWN.
5. PROPERTY RESTORATION TO BE COMPLETED AS DIRECTED BY THE PROJECT ENGINEER.
6. PRUNE OVERHANGING BRANCHES TO 7' HT. TYP. AS PER ACCEPTED HORTICULTURAL PRACTICES.
7. SEE SPECIFICATIONS AND SPECIAL PROVISIONS FOR DETAILS RELATING TO IMPLEMENTATION OF THIS PLAN.



TYPICAL TREE PLANTING DETAIL



STANDARD PLANTING LAYOUT



SHRUB/GROUND COVER PLANTING DETAIL

ABBREVIATIONS:

B&B	BALLED & BURLAP
C.Y.	CUBIC YARDS
CAL.	CALIPER
CONT.	CONTAINER
GAL.	GALLONS
HT.	HEIGHT
MAX.	MAXIMUM
MIN.	MINIMUM
NCN	NO COMMON NAME
O.C.	ON CENTER
SP.	SPACING
TRI.	TRIANGULAR
TYP.	TYPICAL

GENERAL NOTE:
STREETSCAPE PLANTING AND LANDSCAPE WORK ITEMS SHOWN ON SHEETS PP1 THROUGH PP14 SHALL BE INCLUDED IN THE PROPOSAL ALTERNATE A2 BID. SEE SPECIAL PROVISION "CUMULATIVE ALTERNATES BIDDING".

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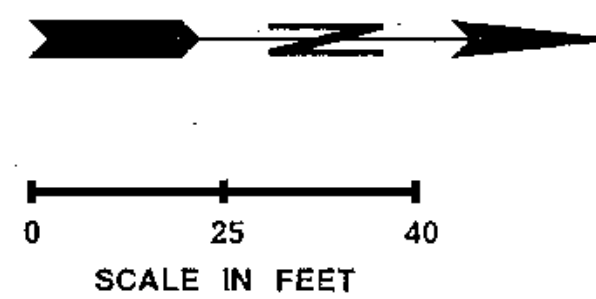
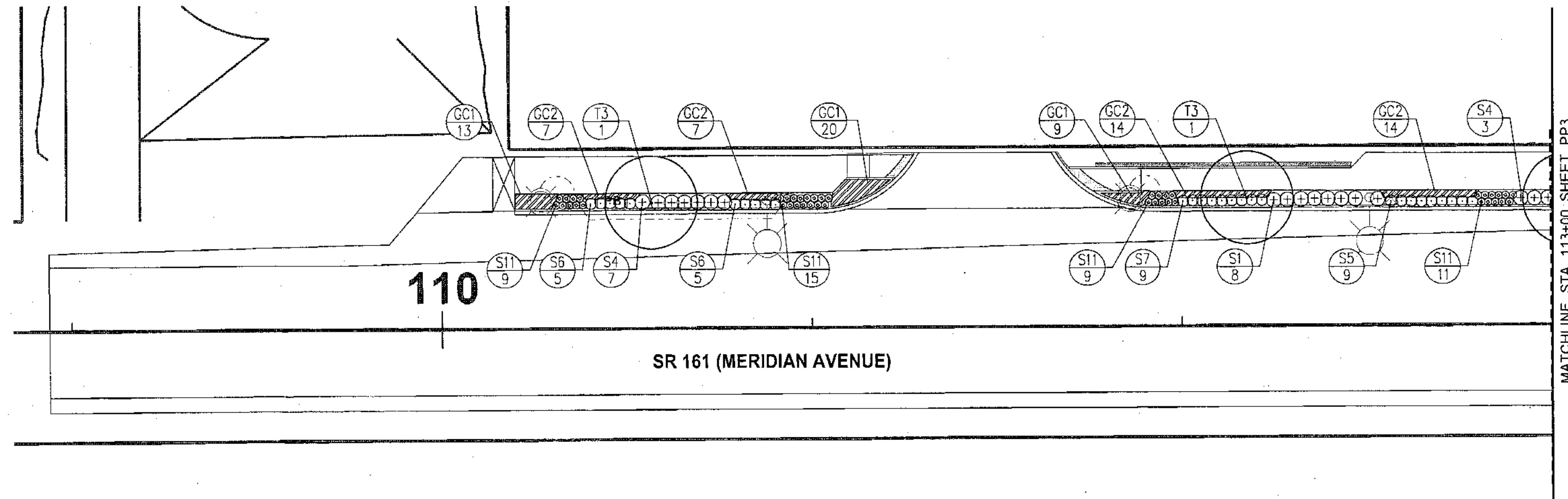
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DATE	12/27/2010	10	WASH
PLOTTED BY	FrettsL	JOB NUMBER	CM-0161 (029)
DESIGNED BY	E. MARTENSON	11C516	
ENTERED BY	L. FRETTS	CONTRACT NO.	8199
CHECKED BY	E. WINKLEY	LOCATION NO.	XL2431
PROJ. ENGR.	B. ELLIOT		
REGIONAL ADM.	K. DAYTON		
REVISION		DATE	BY

	STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT
	EDWARD J. WINKLEY CERTIFICATE NO. 985
	12/27/10 DATE
P.E. STAMP BOX	

Washington State Department of Transportation

SR161	Plot 1
24TH ST. E. TO MILTON WAY	PLAN REF NO.
WIDENING	PP1
STREETSCAPE PLANTING PLAN	SHEET
	278
	OF
	533
	SHEETS



SEE SHEET PP1 FOR
PLANT SCHEDULE, DETAILS,
AND GENERAL NOTES

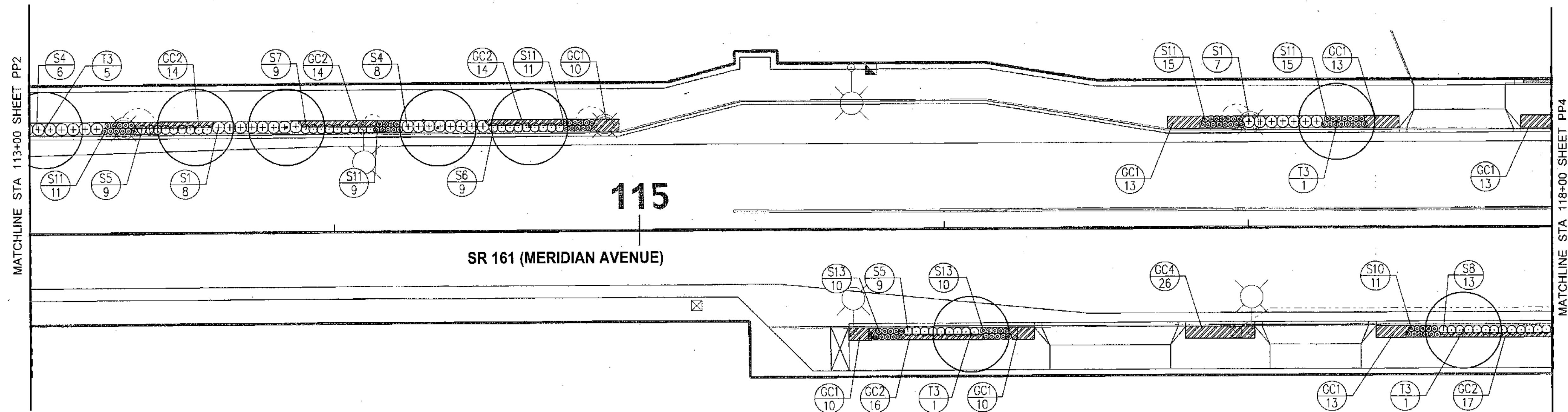
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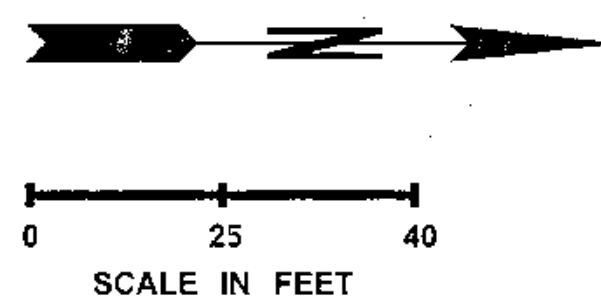
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FILE NAME L:\161\24th St E to Milton Way - Widening\XL 243\CAD\PS&ESheets\SR161LS.SH.KPG.dgn				REGION NO. 10		STATE WASH		FED.AID PROJ.NO.						SR161 24TH ST. E. TO MILTON WAY WIDENING		Plot 2	
TIME 10:52:31 AM		DATE 12/27/2010		JOB NUMBER 11C516		CONTRACT NO. 8199		LOCATION NO. XL2431								PLAN REF NO. PP2	
DESIGNED BY E. MARTENSON		ENTERED BY L. FRETTS		CHECKED BY E. WINKLEY		PROJ. ENGR. B. ELLIOT		REGIONAL ADM. K. DAYTON		REVISION		DATE		BY		SHEET 279 OF 533 SHEETS	



SEE SHEET PP1 FOR
PLANT SCHEDULE, DETAILS,
AND GENERAL NOTES

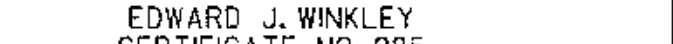


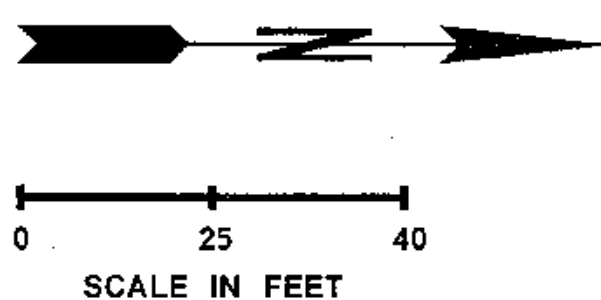
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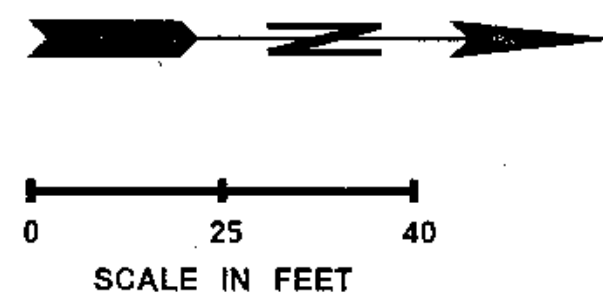
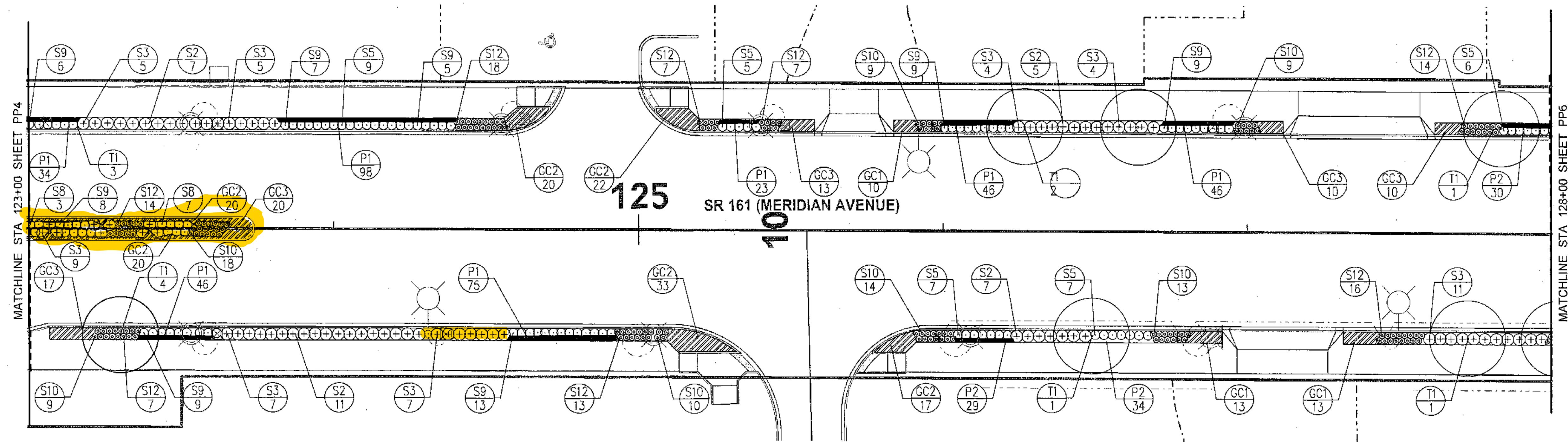
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TIME 10:52:32 AM																																																		SHEET 280									
DATE 12/27/2010																																																		OF 533									
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REGIONAL ADM. K. DAYTON																																																											
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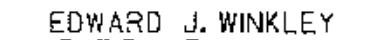
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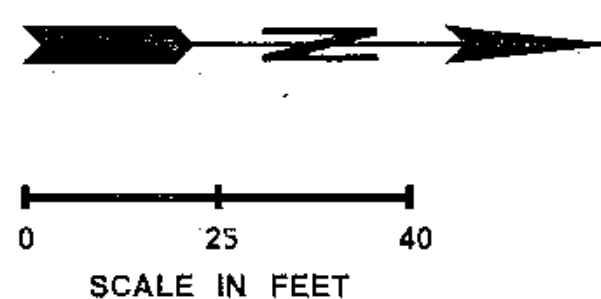
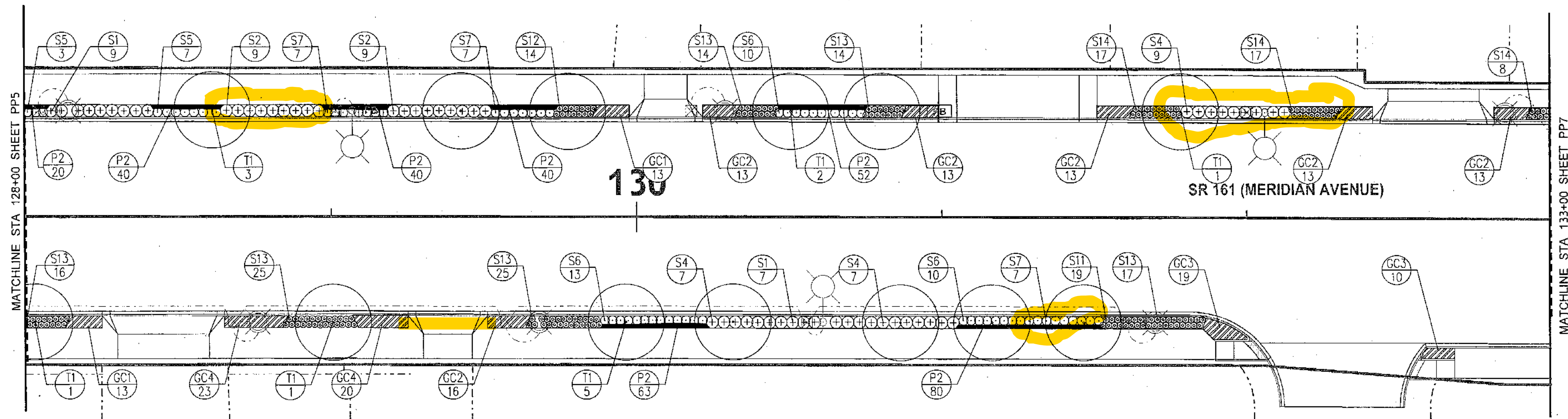
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TIME 10:52:34 AM		DATE 12/27/2010		PLOTTED BY FrettsL		DESIGNED BY E. MARTENSON		ENTERED BY L. FRETTS																						CHECKED BY E. WINKLEY		PROJ. ENGR. B. ELLIOT		REGIONAL ADM. K. DAYTON		REVISION		DATE	
																								JOB NUMBER 11C516		CONTRACT NO. 8199		LOCATION NO. XL2431		SHEET 282 OF 533 SHEETS									
																												SR161 24TH ST. E. TO MILTON WAY WIDENING STREETSCAPE PLANTING PLAN											



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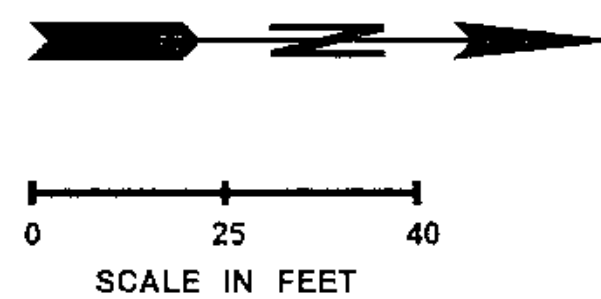
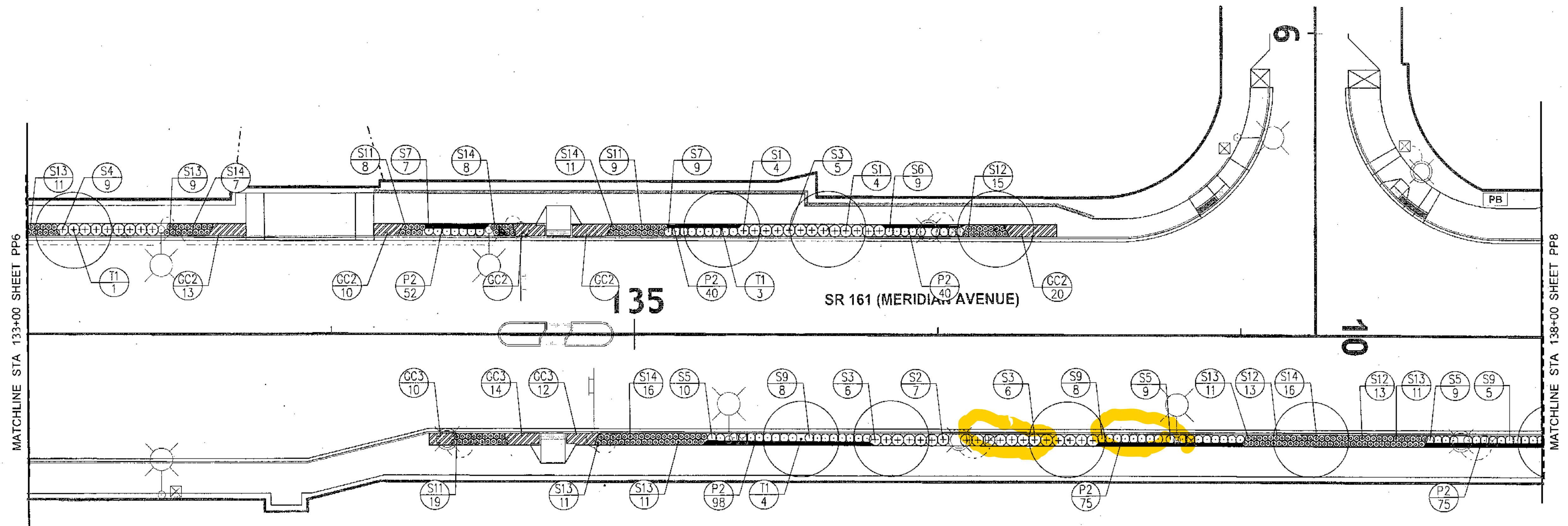
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TIME	10:52:36 AM						REGION NO.	STATE												FED.AID PROJ.NO.									
DATE	12/27/2010						10	WASH												0M-0161 (029)									
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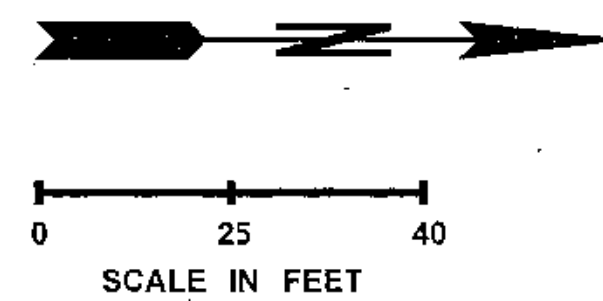


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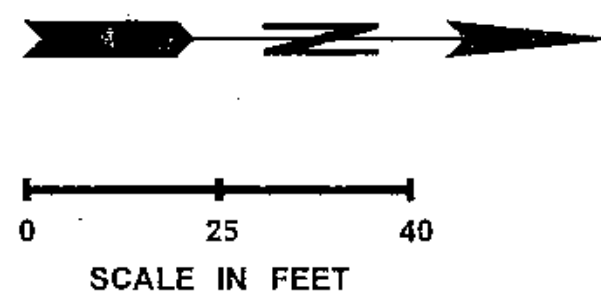
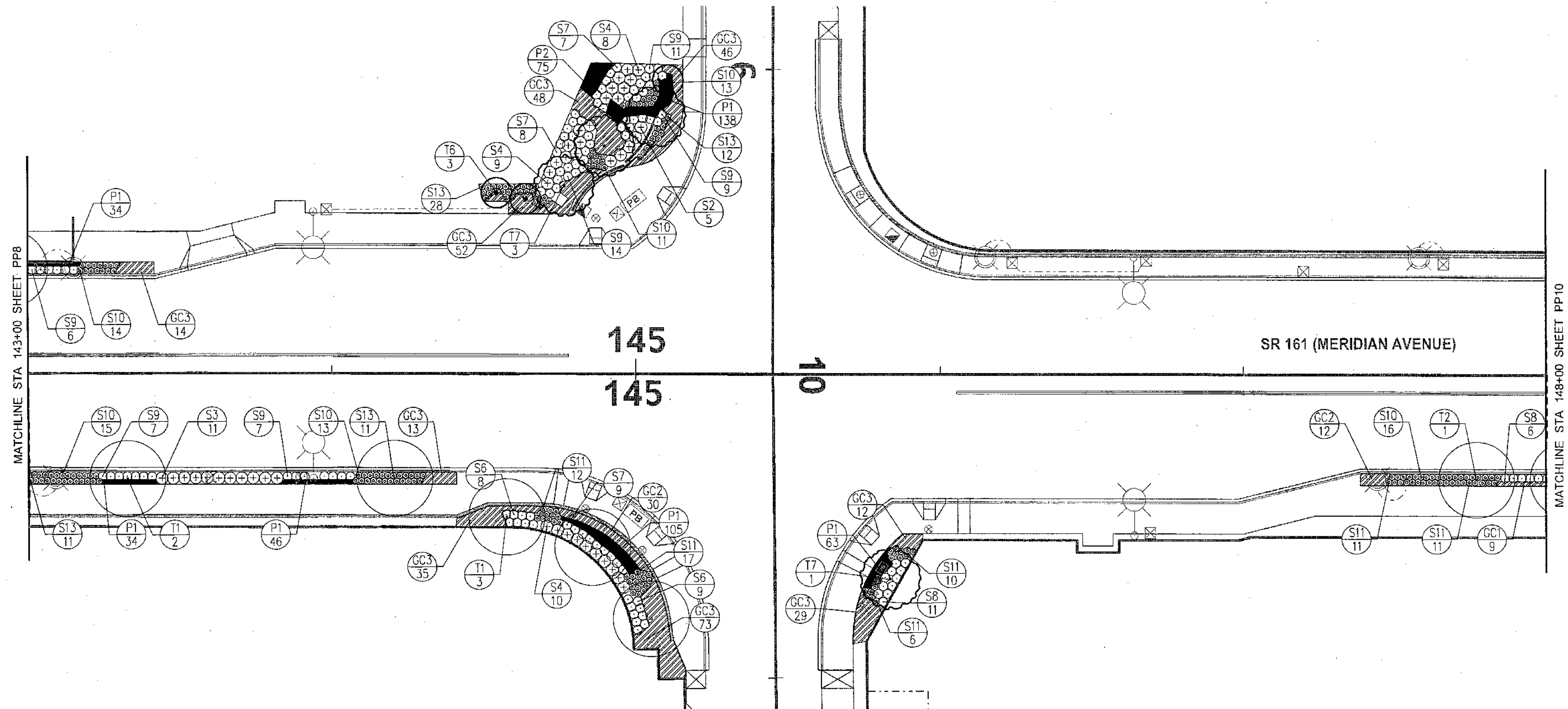
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ENTERED BY L. FRETTS										SHEETS		
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REGIONAL ADM. K. DAYTON												
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Page 96 of 141



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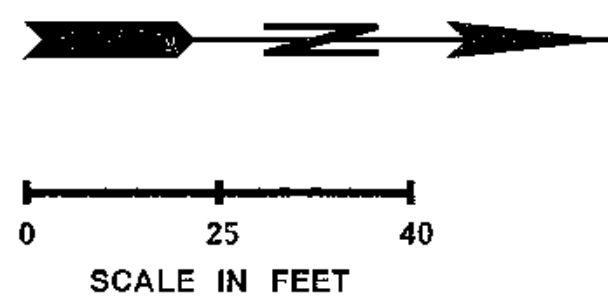
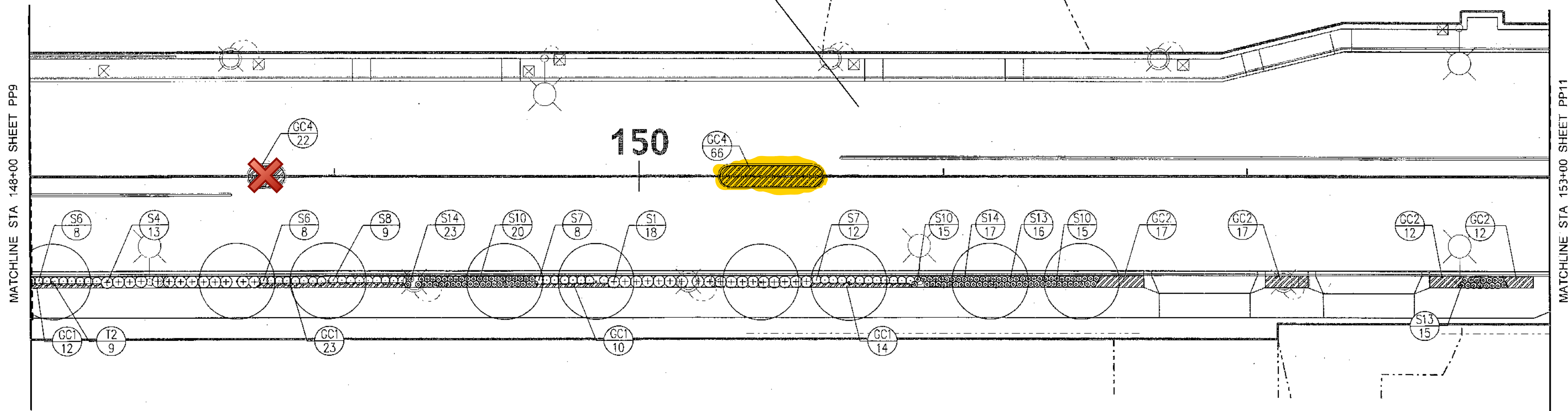
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DATE 12/27/2010				JOB NUMBER 11C516	CONTRACT NO. 8199				
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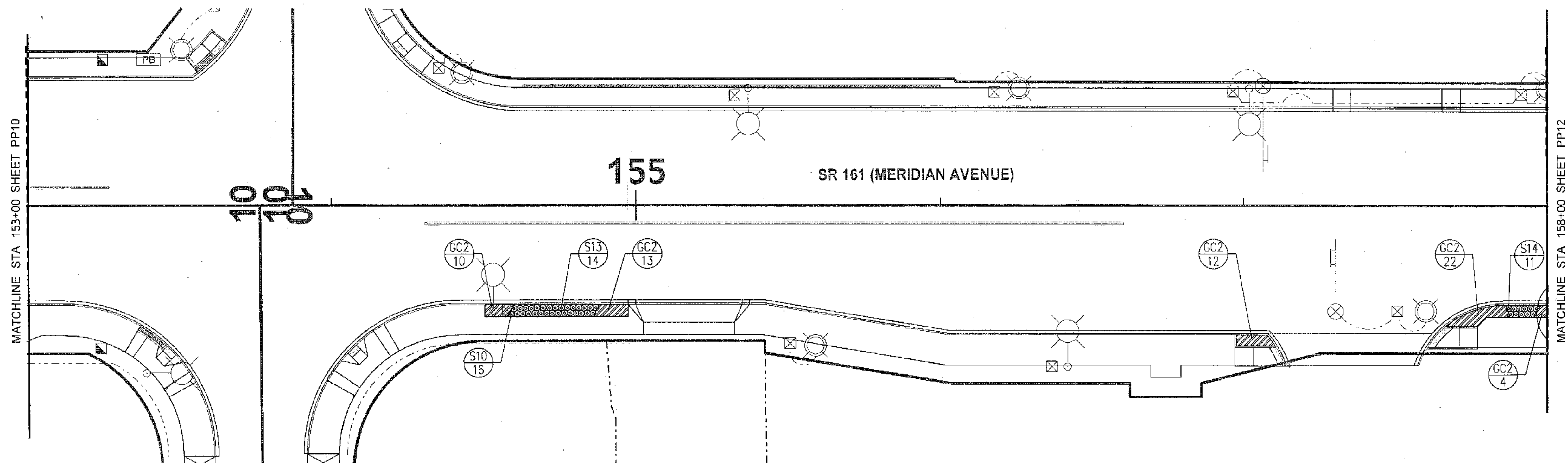


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ENTERED BY	L. FRETTS								OF	533									
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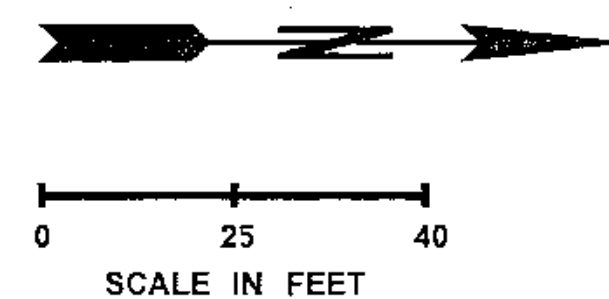
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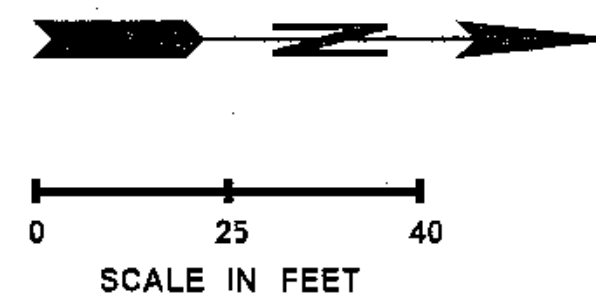
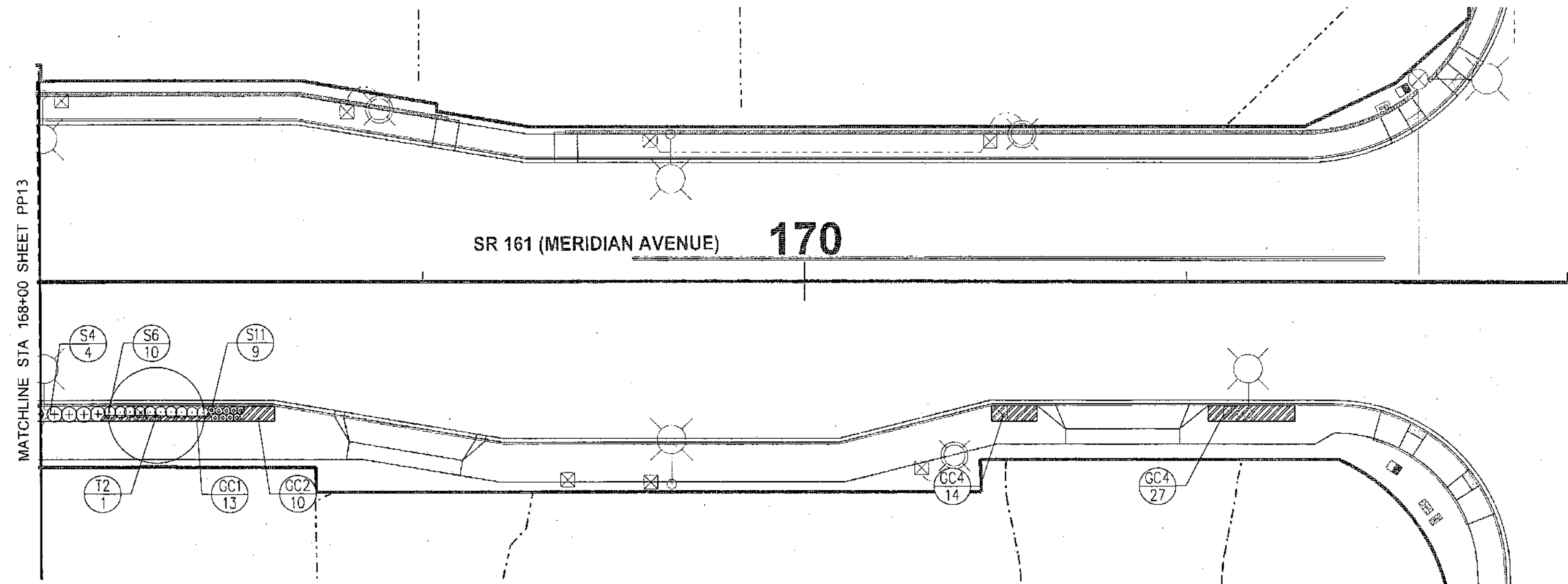
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REGIONAL ADM. K. DAYTON															
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CHECKED BY	E. WINKLEY							P.E. STAMP BOX				
PROJ. ENGR.	B. ELLIOT											
REGIONAL ADM.	K. DAYTON	REVISION	DATE	BY					Washington State Department of Transportation		STREETSCAPE PLANTING PLAN	



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City Of Edgewood Council Agenda Summary Sheet

Subject: Opioid Settlement	Agenda Item #: 2.H
	For Agenda of: 3/21/2023
	Prepared by: Ann Marie Soto
Attachments (list): - Resolution Authorizing Opioid Settlement Participation Forms and Allocation Agreement II - Exhibit A - Allocation Agreement II - Exhibit B - Walmart Settlement Participation Form - Exhibit C - Teva Settlement Participation Form - Exhibit D - Allergan Settlement Participation Form - Exhibit E - CVS Settlement Participation Form - Exhibit F - Walgreens Settlement Participation Form	
Approval of Materials: Ann Marie Soto Rachel Pitzel, City Clerk/HR Director Dave Gray Daryl Eidinger	Expenditure Required: Amount Budgeted: Timeline: 03/21/2023 SS Discussion 03/27/2023 RCM Action

Summary Statement:

This agenda bill seeks City Council authorization to enter into and execute an Allocation Agreement II (Exhibit A) and five new Settlement Participation Forms (Exhibit B-F) governing the allocation of funds paid by the certain settling opioid manufacturers and pharmacies in Washington State.

Background

On December 21, 2022, the Attorney General's Office (AGO) announced that Washington was joining multistate resolutions with five additional settlement agreements with opioid manufacturers and pharmacies: (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens.

The AGO estimates that these five settlements could total \$434.4 million for Washington state:

- (1) Walmart: \$62.6 million and 97% of that paid in the first year;
- (2) Teva: \$90.7 million over the next 13 years;
- (3) Allergan: \$50 million over the next seven years;
- (4) CVS: \$110.6 million over 10 years; and
- (5) Walgreens: \$120.3 million over 15 years.

As with the prior distributor settlement*, these new settlements are contingent on a very high percentage of eligible cities and counties joining the settlements. If not enough cities and counties join, the settlements are void, or the amount of the overall settlement amounts will be reduced.

[*On August 23, 2022, the City Council authorized the Mayor to execute the One Washington MOU

(Resolution 22-0639), Participation form (Resolution 22-0637), and Allocation Agreement (Resolution 22-0638), joining the City in the Distributors Washington Settlement between the State and Washington municipalities relating to the allocation and use of settlement proceeds from litigation against other pharmaceutical supply chain defendants.]

This agenda bill seeks authorization to execute a participation form for each of the five opioid manufacturers and pharmacies listed above, along with the Allocation Agreement II, which outlines how funds from the Manufacturer/Pharmacy Settlements will be split between the State and eligible cities and counties. The Allocation Agreement II also makes a few amendments to the related One Washington MOU for the Distributors Washington Settlement. The City can use the proceeds for approved purposes in accordance with the One Washington MOU.

As of Feb. 3, 2023, 26 out of 129 Washington local governments have returned the forms.

The deadline to join the proposed opioid settlements with (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens is April 18, 2023.

The AGO strongly encourages all eligible local governments to join these settlements. These five settlements will bring Washington \$434 million over 15 years if all conditions are met. Washington cities and counties will receive half of this amount – \$217 million – if each eligible city and county joins the settlement by approving, signing, and returning the necessary forms.

Item History:

Recommended Action:

Hold a discussion to ask Council to add this item to the next regular Council meeting to authorize the Mayor to execute the Participation Forms and Allocation Agreement II.

Fiscal Note/Consideration:

A yet to be determined fiscal revenue amount will likely accrue to the city. The city council has discussed forwarding any settlement funds to a chosen regional effort.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EDGEWOOD, PIERCE COUNTY,
WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE ALLOCATION AGREEMENT II AND
PARTICIPATION FORMS RELATED TO THE
ALLOCATION BETWEEN THE STATE AND ELIGIBLE
CITIES AND COUNTIES AND USE OF PROCEEDS
FROM SETTLEMENTS WITH FIVE OPIOID
MANUFACTURERS AND PHARMACIES.**

WHEREAS, multiple states, counties, and cities throughout the nation have brought lawsuits over the last few years against various entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescription opioids; and

WHEREAS, after a 6-month trial at the close of the evidence, the State of Washington reached a settlement with certain opioid distributors for up to \$518 million (“Distributors Settlement”), with more than \$476 million to be directed toward addressing the opioid epidemic, paid over a 17-year period starting in December 2022; and

WHEREAS, Washington cities and counties with populations over 10,000 were eligible to join the Distributors Settlement, with settlement funds to be allocated between the State of Washington and local governments; and

WHEREAS, on August 23, 2022 the City authorized the Mayor to sign a Memorandum of Understanding with the State of Washington (“One Washington MOU”) and an Allocation Agreement related to the allocation and use of the Distributors Settlement; and

WHEREAS, in November and December of 2022, the State of Washington, through the Office of the Attorney General, entered into additional settlement agreements with five opioid manufacturers and pharmacies, including: Walmart Inc. (“Walmart”); Teva Pharmaceutical Industries Ltd. (“Teva”); Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc) (“Allergan”); CVS Health Corporation and CVS Pharmacy, Inc. (“CVS”); and Walgreen Co. (“Walgreens”) (the “Manufacturer/Pharmacy Settlements”); and

WHEREAS, local governments with populations over 10,000 are eligible to join the Manufacturer/Pharmacy Settlements, with local governments receiving up to \$217 million payable over 15 years, and if there is full participation by local governments, \$45.8 million is payable in the first year; and

WHEREAS, the Manufacturer/Pharmacy Settlements are contingent on a very high percentage of cities and counties joining the settlements; and

WHEREAS, the State of Washington has provided the City with five participation forms for the Walmart, Teva, Allergan, CVS, and Walgreens settlements (“Participation Forms”); and

WHEREAS, the State of Washington has also provided the City with an allocation agreement (“Allocation Agreement II”) which outlines how funds from the Manufacturer/Pharmacy Settlements will be split between the State and eligible cities and counties, and makes a few amendments to the related One Washington MOU for the Distributors Washington Settlement; and

WHEREAS, the City must sign Allocation Agreement II and the Participation Forms in order to participate and receive funds from the Manufacturer/Pharmacy Settlements; and

WHEREAS, the City Council finds it is in the best interest of the City to enter into Allocation Agreement II and to execute the five Participation Forms to receive a portion of the Manufacturer/Pharmacy Settlements proceeds to use to address opioid issues faced by the City;

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

Section 1. Allocation Agreement Authorized. The City Council authorizes the Mayor to sign the Allocation Agreement II, attached and incorporated herein as Exhibit A.

Section 2. Walmart Settlement Participation Form Authorized. The City Council authorizes the Mayor to sign the Walmart Settlement Participation Form, attached and incorporated herein as Exhibit B.

Section 3. Teva Settlement Participation Form Authorized. The City Council authorizes the Mayor to sign the Teva Settlement Participation Form, attached and incorporated herein as Exhibit C.

Section 4. Allergan Settlement Participation Form Authorized. The City Council authorizes the Mayor to sign the Allergan Settlement Participation Form, attached and incorporated herein as Exhibit D.

Section 5. CVS Settlement Participation Form Authorized. The City Council authorizes the Mayor to sign the CVS Settlement Participation Form, attached and incorporated herein as Exhibit E.

Section 6. Walgreens Settlement Participation Form Authorized. The City Council authorizes the Mayor to sign the Walgreens Settlement Participation Form, attached and incorporated herein as Exhibit F.

Section 7. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS [redacted] **day of** [redacted], **2023**

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

EXHIBIT A
ALLOCATION AGREEMENT II

WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY CERTAIN SETTling OPIOID MANUFACTURERS AND PHARMACIES

JANUARY 27, 2023

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the “Allocation Agreement II”) governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the “Settling Entities”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities via the following settlements:

- Walmart Settlement Agreement dated November 12, 2022 and any subsequent amendments (“Walmart Settlement”).
- Teva Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Teva Settlement”).
- Allergan Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Allergan Settlement”).
- CVS Settlement Agreement dated December 9, 2022 and any subsequent amendments (“CVS Settlement”).
- Walgreens Settlement Agreement dated December 9, 2022 and any subsequent amendments (“Walgreens Settlement”).

Collectively, the Walmart Settlement, the Teva Settlement, the Allergan Settlement, the CVS Settlement, and the Walgreens Settlement shall be referred to as “the Settlements”. Each of the Settlements can be accessed at <https://nationalopioidsettlement.com/>. The terms and definitions of each of the respective Settlement are incorporated into this Allocation Agreement II, and any undefined terms in this Allocation Agreement II are as defined in the Settlements.

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement II shall become effective only if all of the following occur:
 - A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.
 - B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

- C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.
3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:
- A. The Local Government must execute and return this Allocation Agreement II.
 - B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.
 - C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.
 - D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.
- A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.
4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:
- A. For the Walmart Settlement, the State of Washington’s allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

- B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.
- C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.
- D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.
- E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.
- 6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").

7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)
8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
 - A. Fifty percent (50%) to the State of Washington ("State Share").
 - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.
12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
 - A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.
 - B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.
 - C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
 - D. The definition of "Settlement" in Section A.14 of the MOU shall mean

the Settlements.

- E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

“If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md- 02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the “GFF Administrator”), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General’s Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall

be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.

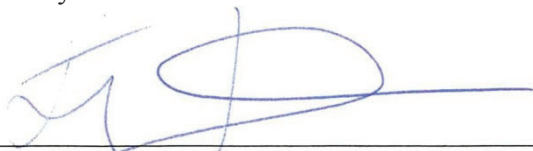
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.
- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent

(15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

- L. To the extent there are any excess funds in the GFF, the GFF Administrator and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
15. If any party to this Allocation Agreement II believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement II.
17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.
18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General

A handwritten signature in blue ink, appearing to read 'JR', with a large loop and a horizontal line extending to the right.

JEFFREY G. RUPERT

Division Chief

Date:

1-27-23

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Edgewood city, WA
Reference Number: CL-393457

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

EXHIBIT B

WALMART SETTLEMENT

PARTICIPATION FORM

(Exhibit K of the Walmart Settlement)

EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT C

TEVA SETTLEMENT

PARTICIPATION FORM

(Exhibit K of the Teva Settlement)

Exhibit K**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT D

ALLERGAN SETTLEMENT

PARTICIPATION FORM

(Exhibit K of the Allergan Settlement)

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT E

CVS SETTLEMENT

PARTICIPATION FORM

(Exhibit K of the CVS Settlement)

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT F

WALGREENS SETTLEMENT

PARTICIPATION FORM

(Exhibit K of the Walgreens Settlement)

EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





City Of Edgewood Council Agenda Summary Sheet

Subject: Strategic Reserve Funding	Agenda Item #: 2.I
	For Agenda of: 3/21/2023
	Prepared by: Dave Gray
Attachments (list): 1. RESOLUTION 23-XXXX AUTHORIZING THE MAYOR TO PURCHASE UP TO SEVEN HUNDRED FIFTY THOUSAND DOLLARS OF GOVERNMENT SECURITIES	
Approval of Materials: Dave Gray Rachel Pitzel, City Clerk/HR Director 3/15/2023 Dave Gray 3/15/2023 Daryl Eidingen 3/15/2023	Expenditure Required: Not to exceed \$750,000 in funding a repurchase. Not an expenditure. Amount Budgeted: \$1,600,000 total Strategic Fund allocated for fiscal year 2023. Timeline: Council review: Study Session 03/21/2023 Potential Council action: Regular Council Meeting 03/28 2023

Summary Statement:

Investing or reinvesting strategic cash reserves identified in the 105 Strategic Fund (General Fund Management Fund) requires the city to actively execute bond purchases from time-to-time. The attached resolution authorizes the Mayor to purchase bonds in the amount not to exceed \$750,000 for a total strategic reserve bond amount of \$1,600,000 plus accrued interest.

Item History:

Recommended Action:

Indicate the Mayor may move the resolution be presented to the Council on the Consent Agenda for the 03/28/2023 Regular Council Meeting.

Fiscal Note/Consideration:

No Expenditure.

RESOLUTION NO. 23-XXXX
A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EDGEWOOD, PIERCE COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO PURCHASE UP TO
SEVEN HUNDRED FIFTY THOUSAND DOLLARS OF
GOVERNMENT SECURITIES AS AUTHORIZED BY
CHAPTER 39.59 RCW

WHEREAS, the City's currently maintains a Strategic Reserve Balance of about one million six hundred thousand dollars (\$1,600,000) plus accruing interest and;

WHEREAS, the City holds its current funds in a US Bank Treasury Account, readily available reserve funds in the Local Government Investment Pool (LGIP) managed by the state treasurer, and long term reserve funds in purchased government securities managed by Time Value Investments, Inc. (TVI), held in trust by US Bank Safekeeping services, all with return interest income; and

WHEREAS, the TVI managed investment is a three-year tiered maturity platform where the city selects government bonds that pay various rates and have staggered maturity dates to ensure a constant annual opportunity to withdraw funds without penalty and receive a higher rate of return than the US Bank Treasury and LGIP platforms, and requires direct management by the City to reinvest funds through repurchasing activity, and;

WHEREAS, investment income is not a revenue source for ongoing funding, but may be used to maintain the City's purchasing power over time for monies kept for emergency and stabilizing purposes, as an offset against unforeseen loss or unpredictable downturns in current economic factors, as well as monies accumulated for long term capital projects, and;

WHEREAS, the City has used the services of TVI, a locally known and GFOA recognized Broker-Dealer representative located in Seattle, for bond purchase in the last six years, and

WHEREAS, the City may receive cash liquidations of approximately \$750,000 plus interest income from the liquidation of previously authorized government security purchases held on behalf of the City's Strategic Reserve Fund, and wishes to repurchase new securities to keep the Strategic Reserve Fund invested at the Council authorized level of \$1,600,000 for the 2023 fiscal year.

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

Section 1. The mayor is hereby authorized to purchase out of Strategic Reserve Funds, on behalf of the City of Edgewood, up to seven hundred fifty thousand (\$750,000) dollars of government securities offered through TVI Investments with staggered maturity dates not to exceed approximately three years from the date of execution, pursuant to Chapter 39.59 RCW.

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

ADOPTED THIS 28TH DAY OF MARCH, 2023

Daryl Eiding, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



**City Of Edgewood
Council Agenda Summary Sheet**

Subject: Strategic Planning	Agenda Item #: 2.J
	For Agenda of: 3/21/2023
	Prepared by: Dave Gray
Attachments (list):	
Approval of Materials: Dave Gray Rachel Pitzel, City Clerk/HR Director3/15/2023 Dave Gray3/15/2023 Daryl Eidinger3/15/2023	Expenditure Required: Discussion only. Amount Budgeted: Discussion only Timeline: Study Session Discussion Topic 03/21/2023

Summary Statement:
Discussion Only

Item History:

Recommended Action:
None recommended

Fiscal Note/Consideration:
N/A