



**CITY OF EDGEWOOD  
REGULAR COUNCIL MEETING AGENDA**

Tuesday, March 28, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA  
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

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- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENT**
- 3. MAYOR'S REPORT**
- 4. CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*  
The following items are presented for Council approval:
  - A.** Regular Council Meeting Minutes of March 14, 2023
  - B.** Study Session Meeting Minutes of March 21, 2023
  - C. AB23-006** – a motion approving March 2023 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$155,832.78 and Vendor Check Numbers 25724 through 25741 with EFT and Direct Pay Payments in the amount of \$840,812.14. Total distributions submitted for review and authorization in the amount of \$996,644.92.
  - D. AB23-0659** - a motion approving Resolution 23-0659 renewal of the CDWG Contract with Microsoft for Software Licensing
  - E. AB23-0664** - a motion approving Resolution 23-0664 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
  - F. AB23-0666** - a motion approving Resolution 23-0666 awarding the contract for building evaluations to Osborn Architects, Inc.
  - G. AB23-0667** - a motion approving Resolution 23-0667 authorizing the Mayor to enter into a first amendment to the agreement with SS Landscaping Services dated November 28, 2022
  - H. AB23-0668** - a motion approving Resolution 23-0668 authorizing the Mayor to purchase up to seven hundred fifty thousand dollars of Government Securities as authorized by Chapter 39.59 RCW
- 5. COUNCIL BUSINESS**
  - A. AB23-007** – appointment to Position No. 1 of the Code Enforcement Board
  - B. AB23-0665** - a motion approving Resolution 23-0665 Comprehensive Plan Periodic Update - AHBL Contract
- 6. COUNCIL COMMENTS**
- 7. ADJOURN**

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



## CITY OF EDGEWOOD

### REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, March 14, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

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#### 1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

**Present:** Councilmember Creley, Councilmember Keith (arrived late 7:03pm), Councilmember Buckley, Councilmember Lowry, Councilmember Day, Councilmember West, Deputy Mayor Tomin **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, IT Director Matthew Ray, Public Works Director Jeremy Metzler, Chief Mark Berry, City Attorney Ann Marie Soto

#### 2 AUDIENCE COMMENT

Jason Ramirez spoke.

#### 3 MAYOR'S REPORT

Mayor Eidinger read his report into the record and then invited each director to speak on topics of their choosing.

#### 4 CONSENT AGENDA:

- A. Regular City Council Meeting Minutes of February 28, 2023
- B. Study Session Meeting Minutes of March 7, 2023
- C. Review of Boards/Commission Minutes
- D. **AB23-005** – a motion approving March 2023 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; Dept. of Child Support; and IRS 941 in the amount of \$212,922.19 and Vendor Check Numbers 25714 through 25723 with EFT and Direct Pay Payments in the amount of \$353,881.33. Total distributions submitted for review and authorization in the amount of \$566,803.52.  
**Motion:** As read **Action:** Approved **Moved by:** Councilmember Keith **Seconded by:** Councilmember Lowry Motion Passed 7-0

#### 5 COUNCIL COMMENTS

Councilmember Lowry spoke.

Mayor Eidinger spoke.

Deputy Mayor Tomin spoke.

Councilmember Creley spoke.

#### 6 ADJOURN

Mayor Eidinger adjourned the meeting at 7:19pm.

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Jill S. Herrera  
Communications Coordinator / Deputy City Clerk

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Daryl Eidinger  
Mayor





## CITY OF EDGEWOOD

### STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, March 21, 2023 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

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#### 1 CALL TO ORDER

Mayor Eidinger called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

**Present:** Councilmember Day, Councilmember Creley, Deputy Mayor Tomin, Councilmember West, Councilmember Keith, Councilmember Lowry, Councilmember Buckley **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Community & Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, IT Director Matthew Ray

#### 2 COUNCIL BUSINESS

**A.** Interview – Code Enforcement Board, Position No. 1

Code Compliance Manager John Fairbanks introduced Todd Phillips, an applicant for position number 1 of the Code Enforcement Board. Mr. Phillips introduced himself and gave a brief overview of his reason for wanting to join the board.

**B.** Development Review

Code Compliance Manager John Fairbanks gave a brief overview of this reoccurring agenda item.

**C.** Equity, Diversity and Inclusion (Trainings, Planning, etc.)

Mayor Eidinger shared a video, and discussion then ensued and Councilmembers discussed their takeaways and thoughts.

**D.** Comprehensive Plan Periodic Update - AHBL Contract

Community & Economic Development Director Balisky and Senior Planner Evan Hietpas brought this agenda item forward for review. A detailed discussion then ensued between the Council and staff.

**E.** Capital Project Prioritization

Public Works Director Jeremy Metzler reviewed the scoring system used to rank and prioritize projects, and the metrics used to prioritize the scoring, and shared a presentation.

**F.** City Building Evaluations

Public Works Director Jeremy Metzler discussed the need for city-owned building evaluations and reviewed the proposed contract documents with the Council.

**G.** Meridian Landscape Installation/Replacement

Public Works Director Jeremy Metzler discussed the need for the amendment to the contract with SS Landscaping asking that it be placed on an upcoming consent agenda.

**H.** Opioid Settlement

Assistant City Administrator Gray reviewed the details of this agenda item with the Council, asking that it be placed on an upcoming consent agenda.

**I.** Strategic Reserve Funding

Assistant City Administrator Dave Gray briefed the Council on this agenda item.

**J.** Strategic Planning

Assistant City Administrator Dave Gray discussed this agenda item in detail, and discussion then ensued between the Council and staff.

Councilmember Keith left the meeting at 8:49pm.

Councilmember Keith returned to the meeting at 8:51pm.



### 3 OTHER COUNCIL ITEMS

Councilmember Buckley spoke.

Deputy Mayor Tomin spoke.

**Motion:** to extend meeting past 9:00pm **Action:** Approved **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Creley **Motion Passed 7-0**

Mayor Eiding spoke.

### 4 ADJOURN

Mayor Eiding adjourned the meeting at 8:59pm.



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Jill S. Herrera  
Communications Coordinator / Deputy City Clerk



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Daryl Eiding  
Mayor



# Voucher Directory

Fiscal: : 2023 - March  
Council Date: : 2023 - March - 2nd Council Meeting

| Vendor                        | Number | Reference                                         | Account Number                          | Description                              | Amount     |
|-------------------------------|--------|---------------------------------------------------|-----------------------------------------|------------------------------------------|------------|
| AHBL                          |        | Direct Pay Payment 3/23/2023 7:15:06 AM - 1       | 2023 - March - 2nd Council Meeting      |                                          |            |
|                               |        | 137612                                            |                                         |                                          |            |
|                               |        |                                                   | February Svcs-Prologis Review           |                                          |            |
|                               |        |                                                   | 004-058-000-558-60-41-01                | Professional Services - Reimbursable     | \$5,563.75 |
|                               |        |                                                   |                                         | Prologis Review                          |            |
|                               |        | Total 137612                                      |                                         |                                          | \$5,563.75 |
|                               |        | 137813                                            |                                         |                                          |            |
|                               |        |                                                   | February Svcs-Edgewood Town Center Plan |                                          |            |
|                               |        |                                                   | 004-058-000-558-60-41-03                | Professional Services - Non reimbursable | \$2,070.00 |
|                               |        |                                                   |                                         | Edgewood Town Center Plan                |            |
|                               |        | Total 137813                                      |                                         |                                          | \$2,070.00 |
|                               |        | Total Direct Pay Payment 3/23/2023 7:15:06 AM - 1 |                                         |                                          | \$7,633.75 |
| Total AHBL                    |        |                                                   |                                         |                                          | \$7,633.75 |
| Amazon Capital Services       |        | Direct Pay Payment 3/23/2023 7:15:06 AM - 2       | 2023 - March - 2nd Council Meeting      |                                          |            |
|                               |        | 1TV1-97JM-3WTV                                    |                                         |                                          |            |
|                               |        |                                                   | February Statement                      |                                          |            |
|                               |        |                                                   | 001-018-000-518-20-31-01                | Office & Operational Supplies            | \$487.75   |
|                               |        |                                                   |                                         | Misc. Office & Kitchen Supplies          |            |
|                               |        |                                                   | 001-018-000-518-20-31-13                | Safety Equipment                         | \$35.18    |
|                               |        |                                                   |                                         | Clear Pouches for Tourniquets            |            |
|                               |        |                                                   | 001-018-000-518-30-32-02                | Supplies/Parts - Vehicles & Equipment    | \$141.87   |
|                               |        |                                                   |                                         | Headlight Bulbs (Vehicle #6 & #8)        |            |
|                               |        |                                                   | 001-021-000-521-20-31-05                | Supplies-Misc                            | \$36.28    |
|                               |        |                                                   |                                         | Debris Screen for Side of Sally Port     |            |
|                               |        |                                                   | 004-058-000-558-50-31-01                | Office & Operational Supplies            | \$77.31    |
|                               |        |                                                   |                                         | Code Book (J.Curbow)                     |            |
|                               |        | Total 1TV1-97JM-3WTV                              |                                         |                                          | \$778.39   |
|                               |        | Total Direct Pay Payment 3/23/2023 7:15:06 AM - 2 |                                         |                                          | \$778.39   |
| Total Amazon Capital Services |        |                                                   |                                         |                                          | \$778.39   |

| Vendor                                      | Number                                            | Reference                       | Account Number                       | Description                               | Amount             |
|---------------------------------------------|---------------------------------------------------|---------------------------------|--------------------------------------|-------------------------------------------|--------------------|
| American Public Works Assoc.                | 25724                                             |                                 |                                      | <b>2023 - March - 2nd Council Meeting</b> |                    |
|                                             |                                                   | <b>030223- ID# 831807</b>       |                                      |                                           |                    |
|                                             |                                                   |                                 | <b>6/1/2023-5/31/2024 Membership</b> |                                           |                    |
|                                             |                                                   |                                 | 101-000-000-542-90-49-01             | Admin/Overhead-Memberships                | \$324.00           |
|                                             |                                                   |                                 |                                      | 6/1/2023-5/31/2024 Membership             |                    |
|                                             |                                                   |                                 | 410-000-000-531-38-49-01             | Memberships                               | \$324.00           |
|                                             |                                                   |                                 |                                      | 6/1/2023-5/31/2024 Membership             |                    |
|                                             |                                                   | <b>Total 030223- ID# 831807</b> |                                      |                                           | <b>\$648.00</b>    |
|                                             | <b>Total 25724</b>                                |                                 |                                      |                                           | <b>\$648.00</b>    |
| <b>Total American Public Works Assoc.</b>   |                                                   |                                 |                                      |                                           | <b>\$648.00</b>    |
| American Shredding                          |                                                   |                                 |                                      |                                           |                    |
|                                             | EFT Payment 3/23/2023 7:14:41 AM - 1              |                                 |                                      | <b>2023 - March - 2nd Council Meeting</b> |                    |
|                                             | 15596031323                                       |                                 |                                      |                                           |                    |
|                                             |                                                   | <b>March Services</b>           |                                      |                                           |                    |
|                                             |                                                   | 001-018-000-518-30-41-01        |                                      | Professional Services                     | \$67.50            |
|                                             |                                                   |                                 |                                      | Shredding Services for March              |                    |
|                                             |                                                   | <b>Total 15596031323</b>        |                                      |                                           | <b>\$67.50</b>     |
|                                             | <b>Total EFT Payment 3/23/2023 7:14:41 AM - 1</b> |                                 |                                      |                                           | <b>\$67.50</b>     |
| <b>Total American Shredding</b>             |                                                   |                                 |                                      |                                           | <b>\$67.50</b>     |
| Bob's Property Solutions, Inc.              | 25725                                             |                                 |                                      | <b>2023 - March - 2nd Council Meeting</b> |                    |
|                                             |                                                   | <b>031623-BOBS</b>              |                                      |                                           |                    |
|                                             |                                                   | <b>March Services</b>           |                                      |                                           |                    |
|                                             |                                                   | 101-000-000-542-70-48-04        |                                      | Roadside- ROW Veg Maint Contractor        | \$11,372.63        |
|                                             |                                                   |                                 |                                      | Maple Tree Removal on 48th St E           |                    |
|                                             |                                                   | <b>Total 031623-BOBS</b>        |                                      |                                           | <b>\$11,372.63</b> |
|                                             | <b>Total 25725</b>                                |                                 |                                      |                                           | <b>\$11,372.63</b> |
| <b>Total Bob's Property Solutions, Inc.</b> |                                                   |                                 |                                      |                                           | <b>\$11,372.63</b> |
| Bunce Rental Inc.                           | 25726                                             |                                 |                                      | <b>2023 - March - 2nd Council Meeting</b> |                    |
|                                             |                                                   | <b>367630-2</b>                 |                                      |                                           |                    |
|                                             |                                                   | <b>March Rental</b>             |                                      |                                           |                    |
|                                             |                                                   | 101-000-000-542-70-45-03        |                                      | Roadside-Operating Rentals                | \$401.28           |
|                                             |                                                   |                                 |                                      | Brush Chipper                             |                    |
|                                             |                                                   | <b>Total 367630-2</b>           |                                      |                                           | <b>\$401.28</b>    |
|                                             | <b>Total 25726</b>                                |                                 |                                      |                                           | <b>\$401.28</b>    |
| <b>Total Bunce Rental Inc.</b>              |                                                   |                                 |                                      |                                           | <b>\$401.28</b>    |

| Vendor                                    | Number                                                   | Reference                 | Account Number                                          | Description                                               | Amount             |
|-------------------------------------------|----------------------------------------------------------|---------------------------|---------------------------------------------------------|-----------------------------------------------------------|--------------------|
| <b>CivicPlus, LLC</b>                     |                                                          |                           |                                                         |                                                           |                    |
|                                           | <b>Direct Pay Payment 3/23/2023 7:15:06 AM - 3</b>       |                           | <b>2023 - March - 2nd Council Meeting</b>               |                                                           |                    |
|                                           |                                                          | <b>253125</b>             |                                                         |                                                           |                    |
|                                           |                                                          |                           | <b>SeeClickFix Annual Fee</b>                           |                                                           |                    |
|                                           |                                                          |                           | 001-018-000-518-85-49-03                                | Computer Subscriptions                                    | \$12,430.69        |
|                                           |                                                          |                           |                                                         | SeeClickFix Annual Fee (unlimited licenses)               |                    |
|                                           |                                                          | <b>Total 253125</b>       |                                                         |                                                           | <b>\$12,430.69</b> |
|                                           |                                                          | <b>253132</b>             |                                                         |                                                           |                    |
|                                           |                                                          |                           | <b>CivicClerk Annual Fee</b>                            |                                                           |                    |
|                                           |                                                          |                           | 001-019-000-518-85-49-03                                | Software Subscriptions-Clerk Chambers Systems             | \$4,125.78         |
|                                           |                                                          |                           |                                                         | CivicClerk Annual Fee                                     |                    |
|                                           |                                                          | <b>Total 253132</b>       |                                                         |                                                           | <b>\$4,125.78</b>  |
|                                           |                                                          | <b>253135</b>             |                                                         |                                                           |                    |
|                                           |                                                          |                           | <b>CivicMedia Annual Fee</b>                            |                                                           |                    |
|                                           |                                                          |                           | 001-018-000-518-85-49-03                                | Computer Subscriptions                                    | \$4,456.83         |
|                                           |                                                          |                           |                                                         | CivicMedia Annual Fee                                     |                    |
|                                           |                                                          | <b>Total 253135</b>       |                                                         |                                                           | <b>\$4,456.83</b>  |
|                                           | <b>Total Direct Pay Payment 3/23/2023 7:15:06 AM - 3</b> |                           |                                                         |                                                           | <b>\$21,013.30</b> |
| <b>Total CivicPlus, LLC</b>               |                                                          |                           |                                                         |                                                           | <b>\$21,013.30</b> |
| <b>Consolidated Press</b>                 |                                                          |                           |                                                         |                                                           |                    |
|                                           | <b>Direct Pay Payment 3/23/2023 7:15:06 AM - 4</b>       |                           | <b>2023 - March - 2nd Council Meeting</b>               |                                                           |                    |
|                                           |                                                          | <b>30398*</b>             |                                                         |                                                           |                    |
|                                           |                                                          |                           | <b>Spring 2023 Magazine</b>                             |                                                           |                    |
|                                           |                                                          |                           | 001-018-000-518-20-49-05                                | Printing & Binding-Magazine                               | \$3,834.48         |
|                                           |                                                          |                           |                                                         | Spring 2023 Magazine                                      |                    |
|                                           |                                                          | <b>Total 30398*</b>       |                                                         |                                                           | <b>\$3,834.48</b>  |
|                                           | <b>Total Direct Pay Payment 3/23/2023 7:15:06 AM - 4</b> |                           |                                                         |                                                           | <b>\$3,834.48</b>  |
| <b>Total Consolidated Press</b>           |                                                          |                           |                                                         |                                                           | <b>\$3,834.48</b>  |
| <b>Daniel Sowers and Robin Moon</b>       |                                                          |                           |                                                         |                                                           |                    |
|                                           | <b>25727</b>                                             |                           | <b>2023 - March - 2nd Council Meeting</b>               |                                                           |                    |
|                                           |                                                          | <b>031723-DS_RM</b>       |                                                         |                                                           |                    |
|                                           |                                                          |                           | <b>ROW Property Acquisition (Parcel No. 0420153015)</b> |                                                           |                    |
|                                           |                                                          |                           | 101-000-000-595-10-41-01                                | Professional Services-Capital Exp                         | \$3,360.00         |
|                                           |                                                          |                           |                                                         | Chrisella Rd E Safety Improvements- Grant HSIP-3209 (007) |                    |
|                                           |                                                          | <b>Total 031723-DS_RM</b> |                                                         |                                                           | <b>\$3,360.00</b>  |
|                                           | <b>Total 25727</b>                                       |                           |                                                         |                                                           | <b>\$3,360.00</b>  |
| <b>Total Daniel Sowers and Robin Moon</b> |                                                          |                           |                                                         |                                                           | <b>\$3,360.00</b>  |
| <b>Drain-Pro</b>                          |                                                          |                           |                                                         |                                                           |                    |
|                                           | <b>25728</b>                                             |                           | <b>2023 - March - 2nd Council Meeting</b>               |                                                           |                    |
|                                           |                                                          | <b>111350</b>             |                                                         |                                                           |                    |
|                                           |                                                          |                           | <b>3/19-4/15/23 Svcs Edgemont Park</b>                  |                                                           |                    |
|                                           |                                                          |                           | 001-076-000-576-80-45-03                                | Operating Rentals                                         | \$484.00           |

| Vendor                         | Number                                      | Reference           | Account Number                              | Description                               | Amount            |
|--------------------------------|---------------------------------------------|---------------------|---------------------------------------------|-------------------------------------------|-------------------|
|                                |                                             |                     |                                             | Edgemont Park                             |                   |
|                                |                                             | <b>Total 111350</b> |                                             |                                           | <b>\$484.00</b>   |
|                                |                                             | <b>111351</b>       |                                             |                                           |                   |
|                                |                                             |                     | <b>3/19-4/15/23 Svcs Nelson Nature Park</b> |                                           |                   |
|                                |                                             |                     | 001-076-000-576-80-45-03                    | Operating Rentals                         | \$259.00          |
|                                |                                             |                     |                                             | Nelson Nature Park                        |                   |
|                                |                                             | <b>Total 111351</b> |                                             |                                           | <b>\$259.00</b>   |
|                                |                                             | <b>111352</b>       |                                             |                                           |                   |
|                                |                                             |                     | <b>3/19-4/15/23 Svcs Nelson Farm</b>        |                                           |                   |
|                                |                                             |                     | 001-076-000-576-80-45-03                    | Operating Rentals                         | \$144.50          |
|                                |                                             |                     |                                             | Nelson Farm                               |                   |
|                                |                                             | <b>Total 111352</b> |                                             |                                           | <b>\$144.50</b>   |
|                                |                                             | <b>111353</b>       |                                             |                                           |                   |
|                                |                                             |                     | <b>3/19-4/15/23 Svcs Trailhead Park</b>     |                                           |                   |
|                                |                                             |                     | 001-076-000-576-80-45-03                    | Operating Rentals                         | \$224.50          |
|                                |                                             |                     |                                             | Trailhead Park                            |                   |
|                                |                                             | <b>Total 111353</b> |                                             |                                           | <b>\$224.50</b>   |
|                                |                                             | <b>111354</b>       |                                             |                                           |                   |
|                                |                                             |                     | <b>3/19-4/15/23 Svcs PW Garage</b>          |                                           |                   |
|                                |                                             |                     | 001-076-000-576-80-45-03                    | Operating Rentals                         | \$144.50          |
|                                |                                             |                     |                                             | PW Garage                                 |                   |
|                                |                                             | <b>Total 111354</b> |                                             |                                           | <b>\$144.50</b>   |
|                                | <b>Total 25728</b>                          |                     |                                             |                                           | <b>\$1,256.50</b> |
| <b>Total Drain-Pro</b>         |                                             |                     |                                             |                                           | <b>\$1,256.50</b> |
| <b>Form Source, Inc.</b>       |                                             |                     |                                             |                                           |                   |
|                                | <b>25729</b>                                |                     |                                             | <b>2023 - March - 2nd Council Meeting</b> |                   |
|                                |                                             | <b>859883</b>       |                                             |                                           |                   |
|                                |                                             |                     | <b>March Purchases</b>                      |                                           |                   |
|                                |                                             |                     | 001-021-000-521-20-31-01                    | Office & Operational Supplies             | \$63.69           |
|                                |                                             |                     |                                             | Business Cards- Investigator B.Passarelli |                   |
|                                |                                             | <b>Total 859883</b> |                                             |                                           | <b>\$63.69</b>    |
|                                | <b>Total 25729</b>                          |                     |                                             |                                           | <b>\$63.69</b>    |
| <b>Total Form Source, Inc.</b> |                                             |                     |                                             |                                           | <b>\$63.69</b>    |
| <b>Grainger</b>                |                                             |                     |                                             |                                           |                   |
|                                | <b>EFT Payment 3/23/2023 7:14:41 AM - 2</b> |                     |                                             | <b>2023 - March - 2nd Council Meeting</b> |                   |
|                                | <b>9628388515</b>                           |                     |                                             |                                           |                   |
|                                |                                             |                     | <b>March Purchases</b>                      |                                           |                   |
|                                |                                             |                     | 001-076-000-576-80-31-01                    | Operational Supplies                      | \$15.10           |
|                                |                                             |                     |                                             | Parts for Sprayer                         |                   |
|                                |                                             |                     | 001-076-000-576-80-31-01                    | Operational Supplies                      | \$212.32          |
|                                |                                             |                     |                                             | Handsoap for Park Restrooms               |                   |
|                                |                                             |                     | 101-000-000-542-30-31-01                    | Roadway-Operational Supplies              | \$30.19           |
|                                |                                             |                     |                                             | Parts for Sprayer                         |                   |

| Vendor                                               | Number | Reference                                                | Account Number                            | Description                           | Amount             |
|------------------------------------------------------|--------|----------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------|
|                                                      |        |                                                          | 410-000-000-531-38-31-01                  | Operational Supplies                  | \$30.19            |
|                                                      |        |                                                          |                                           | Parts for Sprayer                     |                    |
|                                                      |        | <b>Total 9628388515</b>                                  |                                           |                                       | <b>\$287.80</b>    |
|                                                      |        | <b>Total EFT Payment 3/23/2023 7:14:41 AM - 2</b>        |                                           |                                       | <b>\$287.80</b>    |
| <b>Total Grainger</b>                                |        |                                                          |                                           |                                       | <b>\$287.80</b>    |
| <b>Herrera Environmental Consultants, Inc.</b>       |        |                                                          |                                           |                                       |                    |
|                                                      |        | <b>Direct Pay Payment 3/23/2023 7:15:06 AM - 5</b>       | <b>2023 - March - 2nd Council Meeting</b> |                                       |                    |
|                                                      |        | <b>53156</b>                                             |                                           |                                       |                    |
|                                                      |        |                                                          | <b>Prj 21-07638-003 Feb Services</b>      |                                       |                    |
|                                                      |        |                                                          | 004-058-000-558-60-41-01                  | Professional Services - Reimbursable  | \$4,053.32         |
|                                                      |        |                                                          |                                           | Prologis Park Review                  |                    |
|                                                      |        | <b>Total 53156</b>                                       |                                           |                                       | <b>\$4,053.32</b>  |
|                                                      |        | <b>53198</b>                                             |                                           |                                       |                    |
|                                                      |        |                                                          | <b>Prj 21-07553-000 Feb Services</b>      |                                       |                    |
|                                                      |        |                                                          | 410-000-000-531-38-41-01                  | Professional Service                  | \$1,020.73         |
|                                                      |        |                                                          |                                           | SW Management Action Plan             |                    |
|                                                      |        | <b>Total 53198</b>                                       |                                           |                                       | <b>\$1,020.73</b>  |
|                                                      |        | <b>53199</b>                                             |                                           |                                       |                    |
|                                                      |        |                                                          | <b>Prj 21-07638-004 Feb Services</b>      |                                       |                    |
|                                                      |        |                                                          | 410-000-000-531-38-41-01                  | Professional Service                  | \$11,345.60        |
|                                                      |        |                                                          |                                           | SW Management Action Plan             |                    |
|                                                      |        | <b>Total 53199</b>                                       |                                           |                                       | <b>\$11,345.60</b> |
|                                                      |        | <b>Total Direct Pay Payment 3/23/2023 7:15:06 AM - 5</b> |                                           |                                       | <b>\$16,419.65</b> |
| <b>Total Herrera Environmental Consultants, Inc.</b> |        |                                                          |                                           |                                       | <b>\$16,419.65</b> |
| <b>Jennings Equipment, Inc.</b>                      |        |                                                          |                                           |                                       |                    |
|                                                      |        | <b>Direct Pay Payment 3/23/2023 7:15:06 AM - 6</b>       | <b>2023 - March - 2nd Council Meeting</b> |                                       |                    |
|                                                      |        | <b>40743P</b>                                            |                                           |                                       |                    |
|                                                      |        |                                                          | <b>March Purchase</b>                     |                                       |                    |
|                                                      |        |                                                          | 001-018-000-518-30-32-02                  | Supplies/Parts - Vehicles & Equipment | \$81.07            |
|                                                      |        |                                                          |                                           | Mower Blades (Kubota Mower)           |                    |
|                                                      |        | <b>Total 40743P</b>                                      |                                           |                                       | <b>\$81.07</b>     |
|                                                      |        | <b>Total Direct Pay Payment 3/23/2023 7:15:06 AM - 6</b> |                                           |                                       | <b>\$81.07</b>     |
| <b>Total Jennings Equipment, Inc.</b>                |        |                                                          |                                           |                                       | <b>\$81.07</b>     |
| <b>Jiffy Lube</b>                                    |        |                                                          |                                           |                                       |                    |
|                                                      |        | <b>Direct Pay Payment 3/23/2023 7:15:06 AM - 7</b>       | <b>2023 - March - 2nd Council Meeting</b> |                                       |                    |
|                                                      |        | <b>362452098</b>                                         |                                           |                                       |                    |
|                                                      |        |                                                          | <b>March Service</b>                      |                                       |                    |
|                                                      |        |                                                          | 001-018-000-518-30-48-07                  | Maintenance & Repairs-Vehicles        | \$101.88           |
|                                                      |        |                                                          |                                           | Oil Change (Vehicle #7)               |                    |
|                                                      |        | <b>Total 362452098</b>                                   |                                           |                                       | <b>\$101.88</b>    |
|                                                      |        | <b>Total Direct Pay Payment 3/23/2023 7:15:06 AM - 7</b> |                                           |                                       | <b>\$101.88</b>    |
| <b>Total Jiffy Lube</b>                              |        |                                                          |                                           |                                       | <b>\$101.88</b>    |

| Vendor                                            | Number                                            | Reference               | Account Number                 | Description                               | Amount             |
|---------------------------------------------------|---------------------------------------------------|-------------------------|--------------------------------|-------------------------------------------|--------------------|
| Lakehaven Water & Sewer                           | 25730                                             |                         |                                | <b>2023 - March - 2nd Council Meeting</b> |                    |
|                                                   |                                                   | 030823-LAK              |                                |                                           |                    |
|                                                   |                                                   |                         | Prj 6320006-Meridian Sewer Ext |                                           |                    |
|                                                   |                                                   |                         | 310-000-000-594-76-41-03       | Professional Svs.-Property                | \$204.91           |
|                                                   |                                                   |                         |                                | 36th & Meridian Park Sewer Extension      |                    |
|                                                   |                                                   | <b>Total 030823-LAK</b> |                                |                                           | <b>\$204.91</b>    |
|                                                   | <b>Total 25730</b>                                |                         |                                |                                           | <b>\$204.91</b>    |
| <b>Total Lakehaven Water &amp; Sewer</b>          |                                                   |                         |                                |                                           | <b>\$204.91</b>    |
| Lakehaven Water & Sewer District                  |                                                   |                         |                                |                                           |                    |
|                                                   | EFT Payment 3/23/2023 7:14:41 AM - 3              |                         |                                | <b>2023 - March - 2nd Council Meeting</b> |                    |
|                                                   | 3575901                                           |                         |                                |                                           |                    |
|                                                   |                                                   |                         | 1/5-3/2/22 Svcs 22 114th Ave E |                                           |                    |
|                                                   |                                                   |                         | 001-018-000-518-30-47-04       | Sewer Charges                             | \$31.90            |
|                                                   |                                                   |                         |                                | 22 114th Ave E                            |                    |
|                                                   |                                                   | <b>Total 3575901</b>    |                                |                                           | <b>\$31.90</b>     |
|                                                   | <b>Total EFT Payment 3/23/2023 7:14:41 AM - 3</b> |                         |                                |                                           | <b>\$31.90</b>     |
| <b>Total Lakehaven Water &amp; Sewer District</b> |                                                   |                         |                                |                                           | <b>\$31.90</b>     |
| Madrona Law Group, PLLC                           |                                                   |                         |                                |                                           |                    |
|                                                   | Direct Pay Payment 3/23/2023 7:15:06 AM - 8       |                         |                                | <b>2023 - March - 2nd Council Meeting</b> |                    |
|                                                   | 11838                                             |                         |                                |                                           |                    |
|                                                   |                                                   |                         | February Services              |                                           |                    |
|                                                   |                                                   |                         | 001-019-000-515-41-41-01       | Legal Services-External                   | \$81.00            |
|                                                   |                                                   |                         |                                | Comcast Franchise Negotiations Services   |                    |
|                                                   |                                                   | <b>Total 11838</b>      |                                |                                           | <b>\$81.00</b>     |
|                                                   | 11839                                             |                         |                                |                                           |                    |
|                                                   |                                                   |                         | February Services              |                                           |                    |
|                                                   |                                                   |                         | 001-019-000-515-41-41-01       | Legal Services-External                   | \$1,296.00         |
|                                                   |                                                   |                         |                                | Dhaliwal Project Services                 |                    |
|                                                   |                                                   | <b>Total 11839</b>      |                                |                                           | <b>\$1,296.00</b>  |
|                                                   | 11840                                             |                         |                                |                                           |                    |
|                                                   |                                                   |                         | February Services              |                                           |                    |
|                                                   |                                                   |                         | 001-019-000-515-41-41-01       | Legal Services-External                   | \$3,194.50         |
|                                                   |                                                   |                         |                                | Edgewood v. Meacham Services              |                    |
|                                                   |                                                   | <b>Total 11840</b>      |                                |                                           | <b>\$3,194.50</b>  |
|                                                   | 11841                                             |                         |                                |                                           |                    |
|                                                   |                                                   |                         | February Services              |                                           |                    |
|                                                   |                                                   |                         | 001-019-000-515-41-41-01       | Legal Services-External                   | \$23,395.00        |
|                                                   |                                                   |                         |                                | General City Attorney Services            |                    |
|                                                   |                                                   | <b>Total 11841</b>      |                                |                                           | <b>\$23,395.00</b> |
|                                                   | 11842                                             |                         |                                |                                           |                    |
|                                                   |                                                   |                         | February Services              |                                           |                    |
|                                                   |                                                   |                         | 001-019-000-515-41-41-01       | Legal Services-External                   | \$256.00           |

| Vendor                                          | Number                                                   | Reference                                                | Account Number                                          | Description                                               | Amount              |
|-------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|---------------------|
|                                                 |                                                          |                                                          |                                                         | Prologis Project Services                                 |                     |
|                                                 |                                                          | <b>Total 11842</b>                                       |                                                         |                                                           | <b>\$256.00</b>     |
|                                                 |                                                          | <b>Total Direct Pay Payment 3/23/2023 7:15:06 AM - 8</b> |                                                         |                                                           | <b>\$28,222.50</b>  |
| <b>Total Madrona Law Group, PLLC</b>            |                                                          |                                                          |                                                         |                                                           | <b>\$28,222.50</b>  |
| <b>Marlin Collins and Charisse Precht</b>       |                                                          |                                                          |                                                         |                                                           |                     |
|                                                 | <b>25731</b>                                             |                                                          |                                                         | <b>2023 - March - 2nd Council Meeting</b>                 |                     |
|                                                 |                                                          | <b>031723-MC_CP</b>                                      |                                                         |                                                           |                     |
|                                                 |                                                          |                                                          | <b>ROW Property Acquisition (Parcel No. 3025000020)</b> |                                                           |                     |
|                                                 |                                                          |                                                          | 101-000-000-595-10-41-01                                | Professional Services-Capital Exp                         | \$103,600.00        |
|                                                 |                                                          |                                                          |                                                         | Chrisella Rd E Safety Improvements- Grant HSIP-3209 (007) |                     |
|                                                 |                                                          | <b>Total 031723-MC_CP</b>                                |                                                         |                                                           | <b>\$103,600.00</b> |
|                                                 | <b>Total 25731</b>                                       |                                                          |                                                         |                                                           | <b>\$103,600.00</b> |
| <b>Total Marlin Collins and Charisse Precht</b> |                                                          |                                                          |                                                         |                                                           | <b>\$103,600.00</b> |
| <b>McKinstry Co, LLC</b>                        |                                                          |                                                          |                                                         |                                                           |                     |
|                                                 | <b>Direct Pay Payment 3/23/2023 7:15:06 AM - 9</b>       |                                                          |                                                         | <b>2023 - March - 2nd Council Meeting</b>                 |                     |
|                                                 |                                                          | <b>10204764</b>                                          |                                                         |                                                           |                     |
|                                                 |                                                          |                                                          | <b>2023 Annual Testing</b>                              |                                                           |                     |
|                                                 |                                                          |                                                          | 001-018-000-518-30-48-03                                | Maintenance/Repairs - Buildings                           | \$1,468.00          |
|                                                 |                                                          |                                                          |                                                         | 2023 Annual Fire Sprinkler & Alarm Confidence Testing     |                     |
|                                                 |                                                          | <b>Total 10204764</b>                                    |                                                         |                                                           | <b>\$1,468.00</b>   |
|                                                 | <b>Total Direct Pay Payment 3/23/2023 7:15:06 AM - 9</b> |                                                          |                                                         |                                                           | <b>\$1,468.00</b>   |
| <b>Total McKinstry Co, LLC</b>                  |                                                          |                                                          |                                                         |                                                           | <b>\$1,468.00</b>   |
| <b>Mt. View-Edgewood Water Co.</b>              |                                                          |                                                          |                                                         |                                                           |                     |
|                                                 | <b>EFT Payment 3/23/2023 7:14:41 AM - 4</b>              |                                                          |                                                         | <b>2023 - March - 2nd Council Meeting</b>                 |                     |
|                                                 |                                                          | <b>100385-3401 1/11-3/10/23</b>                          |                                                         |                                                           |                     |
|                                                 |                                                          |                                                          | <b>1/11-3/10/23 Svcs 10301 36th St E</b>                |                                                           |                     |
|                                                 |                                                          |                                                          | 001-018-000-518-30-47-02                                | Water                                                     | \$71.54             |
|                                                 |                                                          |                                                          |                                                         | Edgewood Community Park                                   |                     |
|                                                 |                                                          | <b>Total 100385-3401 1/11-3/10/23</b>                    |                                                         |                                                           | <b>\$71.54</b>      |
|                                                 |                                                          | <b>15563-3401 1/11-3/10/23</b>                           |                                                         |                                                           |                     |
|                                                 |                                                          |                                                          | <b>1/11-3/10/23 Svcs 1425 110th Ave E</b>               |                                                           |                     |
|                                                 |                                                          |                                                          | 001-018-000-518-30-47-02                                | Water                                                     | \$54.06             |
|                                                 |                                                          |                                                          |                                                         | 1425 110th Ave E                                          |                     |
|                                                 |                                                          | <b>Total 15563-3401 1/11-3/10/23</b>                     |                                                         |                                                           | <b>\$54.06</b>      |
|                                                 |                                                          | <b>2746-3401 1/11-3/10/23</b>                            |                                                         |                                                           |                     |
|                                                 |                                                          |                                                          | <b>1/11-3/10/23 Svcs 2224 104th Ave E</b>               |                                                           |                     |
|                                                 |                                                          |                                                          | 001-018-000-518-30-47-02                                | Water                                                     | \$314.87            |
|                                                 |                                                          |                                                          |                                                         | City Hall                                                 |                     |
|                                                 |                                                          | <b>Total 2746-3401 1/11-3/10/23</b>                      |                                                         |                                                           | <b>\$314.87</b>     |



| Vendor                                       | Number | Reference                                         | Account Number                                          | Description                                               | Amount            |
|----------------------------------------------|--------|---------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|-------------------|
|                                              |        | <b>2823-3401 1/11-3/10/23</b>                     |                                                         |                                                           |                   |
|                                              |        |                                                   | <b>1/11-3/10/23 Svcs 10311 22nd Ave E</b>               |                                                           |                   |
|                                              |        |                                                   | 001-018-000-518-30-47-02                                | Water                                                     | \$53.62           |
|                                              |        |                                                   |                                                         | PW Garage                                                 |                   |
|                                              |        | <b>Total 2823-3401 1/11-3/10/23</b>               |                                                         |                                                           | <b>\$53.62</b>    |
|                                              |        | <b>2961-3401 1/11-3/10/23</b>                     |                                                         |                                                           |                   |
|                                              |        |                                                   | <b>1/11-3/10/23 Svcs 1800 Meridian Ave E</b>            |                                                           |                   |
|                                              |        |                                                   | 001-018-000-518-30-47-02                                | Water                                                     | \$92.58           |
|                                              |        |                                                   |                                                         | 1800 Meridian Ave E                                       |                   |
|                                              |        | <b>Total 2961-3401 1/11-3/10/23</b>               |                                                         |                                                           | <b>\$92.58</b>    |
|                                              |        | <b>3796-3401 1/11-3/10/23</b>                     |                                                         |                                                           |                   |
|                                              |        |                                                   | <b>1/11-3/10/23 Svcs 1200 Meridian Ave E</b>            |                                                           |                   |
|                                              |        |                                                   | 001-018-000-518-30-47-02                                | Water                                                     | \$92.58           |
|                                              |        |                                                   |                                                         | 1200 Meridian Ave E                                       |                   |
|                                              |        | <b>Total 3796-3401 1/11-3/10/23</b>               |                                                         |                                                           | <b>\$92.58</b>    |
|                                              |        | <b>Total EFT Payment 3/23/2023 7:14:41 AM - 4</b> |                                                         |                                                           | <b>\$679.25</b>   |
| <b>Total Mt. View-Edgewood Water Co.</b>     |        |                                                   |                                                         |                                                           | <b>\$679.25</b>   |
| <b>Nikolay and Mariya Chmyr</b>              |        |                                                   |                                                         |                                                           |                   |
| <b>25732</b>                                 |        |                                                   |                                                         | <b>2023 - March - 2nd Council Meeting</b>                 |                   |
|                                              |        | <b>031723-NC_MC</b>                               |                                                         |                                                           |                   |
|                                              |        |                                                   | <b>ROW Property Acquisition (Parcel No. 0520153041)</b> |                                                           |                   |
|                                              |        |                                                   | 101-000-000-595-10-41-01                                | Professional Services-Capital Exp                         | \$3,100.00        |
|                                              |        |                                                   |                                                         | Chrisella Rd E Safety Improvements- Grant HSIP-3209 (007) |                   |
|                                              |        | <b>Total 031723-NC_MC</b>                         |                                                         |                                                           | <b>\$3,100.00</b> |
|                                              |        | <b>Total 25732</b>                                |                                                         |                                                           | <b>\$3,100.00</b> |
| <b>Total Nikolay and Mariya Chmyr</b>        |        |                                                   |                                                         |                                                           | <b>\$3,100.00</b> |
| <b>Office Depot</b>                          |        |                                                   |                                                         |                                                           |                   |
|                                              |        | <b>EFT Payment 3/23/2023 7:14:41 AM - 5</b>       |                                                         | <b>2023 - March - 2nd Council Meeting</b>                 |                   |
|                                              |        | <b>300951479001</b>                               |                                                         |                                                           |                   |
|                                              |        |                                                   | <b>March Purchases</b>                                  |                                                           |                   |
|                                              |        |                                                   | 001-076-000-576-80-31-01                                | Operational Supplies                                      | \$103.11          |
|                                              |        |                                                   |                                                         | Paper Towels- Parks Restrooms                             |                   |
|                                              |        | <b>Total 300951479001</b>                         |                                                         |                                                           | <b>\$103.11</b>   |
|                                              |        | <b>Total EFT Payment 3/23/2023 7:14:41 AM - 5</b> |                                                         |                                                           | <b>\$103.11</b>   |
| <b>Total Office Depot</b>                    |        |                                                   |                                                         |                                                           | <b>\$103.11</b>   |
| <b>Pierce County Budget &amp; Finance PW</b> |        |                                                   |                                                         |                                                           |                   |
| <b>25733</b>                                 |        |                                                   |                                                         | <b>2023 - March - 2nd Council Meeting</b>                 |                   |
|                                              |        | <b>CI-330329</b>                                  |                                                         |                                                           |                   |
|                                              |        |                                                   | <b>February M&amp;O Services</b>                        |                                                           |                   |
|                                              |        |                                                   | 101-000-000-542-38-41-02                                | Roadway-Road Maint (Intergov contract)                    | \$470.36          |
|                                              |        |                                                   | 101-000-000-542-66-41-03                                | Snow & Ice Control-Prof Svcs                              | \$22,049.40       |
|                                              |        |                                                   | 101-000-000-542-90-43-01                                | Travel/Training Costs                                     | \$2.37            |
|                                              |        |                                                   | 410-000-000-531-38-41-10                                | Storm Drainage-Ditch Maint                                | \$35,136.69       |

| Vendor                                                  | Number                                              | Reference                          | Account Number                        | Description                                    | Amount              |
|---------------------------------------------------------|-----------------------------------------------------|------------------------------------|---------------------------------------|------------------------------------------------|---------------------|
|                                                         |                                                     |                                    | 410-000-000-531-38-41-12              | Storm Drainage-Drain Maint                     | \$12,277.50         |
|                                                         |                                                     |                                    | 410-000-000-531-38-41-13              | Storm Drainage-Structure Maint                 | \$493.78            |
|                                                         |                                                     |                                    | 410-000-000-531-38-43-01              | Training/Travel Costs                          | \$2.38              |
|                                                         |                                                     | <b>Total CI-330329</b>             |                                       |                                                | <b>\$70,432.48</b>  |
|                                                         | <b>Total 25733</b>                                  |                                    |                                       |                                                | <b>\$70,432.48</b>  |
| <b>Total Pierce County Budget &amp; Finance PW</b>      |                                                     |                                    |                                       |                                                | <b>\$70,432.48</b>  |
| <b>Pierce County Budget &amp; Finance Sheriff</b>       |                                                     |                                    |                                       |                                                |                     |
| <b>25734</b>                                            |                                                     |                                    |                                       | <b>2023 - March - 2nd Council Meeting</b>      |                     |
|                                                         |                                                     | <b>CI-108340</b>                   |                                       |                                                |                     |
|                                                         |                                                     |                                    | <b>February Services</b>              |                                                |                     |
|                                                         |                                                     |                                    | 001-021-000-521-20-41-01              | Police Services                                | \$253,304.17        |
|                                                         |                                                     |                                    |                                       | February Services                              |                     |
|                                                         |                                                     | <b>Total CI-108340</b>             |                                       |                                                | <b>\$253,304.17</b> |
|                                                         |                                                     | <b>CI-330383</b>                   |                                       |                                                |                     |
|                                                         |                                                     |                                    | <b>March Services</b>                 |                                                |                     |
|                                                         |                                                     |                                    | 001-021-000-521-20-41-01              | Police Services                                | \$253,304.17        |
|                                                         |                                                     |                                    |                                       | March Services                                 |                     |
|                                                         |                                                     | <b>Total CI-330383</b>             |                                       |                                                | <b>\$253,304.17</b> |
|                                                         |                                                     | <b>CI-330508</b>                   |                                       |                                                |                     |
|                                                         |                                                     |                                    | <b>Jan-Feb OT Services</b>            |                                                |                     |
|                                                         |                                                     |                                    | 001-021-000-521-20-41-02              | Police Overtime                                | \$1,337.95          |
|                                                         |                                                     |                                    |                                       | Jan-Feb OT Services                            |                     |
|                                                         |                                                     | <b>Total CI-330508</b>             |                                       |                                                | <b>\$1,337.95</b>   |
|                                                         | <b>Total 25734</b>                                  |                                    |                                       |                                                | <b>\$507,946.29</b> |
| <b>Total Pierce County Budget &amp; Finance Sheriff</b> |                                                     |                                    |                                       |                                                | <b>\$507,946.29</b> |
| <b>Puget Sound Energy</b>                               |                                                     |                                    |                                       |                                                |                     |
|                                                         | <b>EFT Payment 3/23/2023 7:14:41 AM - 6</b>         |                                    |                                       | <b>2023 - March - 2nd Council Meeting</b>      |                     |
|                                                         | <b>300000011233 Feb 2023</b>                        |                                    |                                       |                                                |                     |
|                                                         |                                                     |                                    | <b>February Statement</b>             |                                                |                     |
|                                                         |                                                     |                                    | 001-018-000-518-30-47-01              | Electricity                                    | \$7,169.10          |
|                                                         |                                                     |                                    |                                       | February Statement                             |                     |
|                                                         |                                                     | <b>Total 300000011233 Feb 2023</b> |                                       |                                                | <b>\$7,169.10</b>   |
|                                                         | <b>Total EFT Payment 3/23/2023 7:14:41 AM - 6</b>   |                                    |                                       |                                                | <b>\$7,169.10</b>   |
| <b>Total Puget Sound Energy</b>                         |                                                     |                                    |                                       |                                                | <b>\$7,169.10</b>   |
| <b>Raedeke Associates, Inc.</b>                         |                                                     |                                    |                                       |                                                |                     |
|                                                         | <b>Direct Pay Payment 3/23/2023 7:15:06 AM - 10</b> |                                    |                                       | <b>2023 - March - 2nd Council Meeting</b>      |                     |
|                                                         | <b>60498</b>                                        |                                    |                                       |                                                |                     |
|                                                         |                                                     |                                    | <b>Prj 2018-097 February Services</b> |                                                |                     |
|                                                         |                                                     |                                    | 004-058-000-558-60-41-01              | Professional Services - Reimbursable           | \$11.45             |
|                                                         |                                                     |                                    |                                       | 120-3 Prologis Park Wetland Review- 3rd Review |                     |
|                                                         |                                                     |                                    | 004-058-000-558-60-41-01              | Professional Services - Reimbursable           | \$5,841.20          |
|                                                         |                                                     |                                    |                                       | 120a-1 Prologis Park- EIS Support              |                     |

| Vendor                                     | Number             | Reference                                                 | Account Number                                 | Description                                         | Amount            |
|--------------------------------------------|--------------------|-----------------------------------------------------------|------------------------------------------------|-----------------------------------------------------|-------------------|
|                                            |                    |                                                           | 004-058-000-558-60-41-01                       | Professional Services - Reimbursable                | \$130.80          |
|                                            |                    |                                                           | 120-2 Prologis Park Wetland Review- 2nd Review |                                                     |                   |
|                                            |                    | <b>Total 60498</b>                                        |                                                |                                                     | <b>\$5,983.45</b> |
|                                            |                    | <b>Total Direct Pay Payment 3/23/2023 7:15:06 AM - 10</b> |                                                |                                                     | <b>\$5,983.45</b> |
| <b>Total Raedeke Associates, Inc.</b>      |                    |                                                           |                                                |                                                     | <b>\$5,983.45</b> |
| <b>Refunds/Reimbursements Vendor</b>       |                    |                                                           |                                                |                                                     |                   |
|                                            | <b>25735</b>       |                                                           | <b>2023 - March - 2nd Council Meeting</b>      |                                                     |                   |
|                                            |                    | <b>022623-DD</b>                                          | <b>Delwin C Davis</b>                          |                                                     |                   |
|                                            |                    |                                                           | <b>Reimbursement for Travel Expenses</b>       |                                                     |                   |
|                                            |                    |                                                           | 004-058-000-558-50-43-01                       | Travel/Training Costs                               | \$45.97           |
|                                            |                    |                                                           |                                                | EduCode (Las Vegas)- Transportation to Hotel        |                   |
|                                            |                    |                                                           | 004-058-000-558-50-43-04                       | Meals Expense                                       | \$26.18           |
|                                            |                    |                                                           |                                                | EduCode (Las Vegas)- Dinner                         |                   |
|                                            |                    | <b>Total 022623-DD</b>                                    |                                                |                                                     | <b>\$72.15</b>    |
|                                            | <b>Total 25735</b> |                                                           |                                                |                                                     | <b>\$72.15</b>    |
|                                            | <b>25736</b>       |                                                           | <b>2023 - March - 2nd Council Meeting</b>      |                                                     |                   |
|                                            |                    | <b>032223-GM</b>                                          | <b>Eugene J Mehr</b>                           |                                                     |                   |
|                                            |                    |                                                           | <b>Reimbursement for Travel Expenses</b>       |                                                     |                   |
|                                            |                    |                                                           | 004-058-000-558-50-43-01                       | Travel/Training Costs                               | \$186.02          |
|                                            |                    |                                                           |                                                | NWC ICC Code Training (Leavenworth)- Transportation |                   |
|                                            |                    | <b>Total 032223-GM</b>                                    |                                                |                                                     | <b>\$186.02</b>   |
|                                            | <b>Total 25736</b> |                                                           |                                                |                                                     | <b>\$186.02</b>   |
|                                            | <b>25737</b>       |                                                           | <b>2023 - March - 2nd Council Meeting</b>      |                                                     |                   |
|                                            |                    | <b>032223-JT</b>                                          | <b>James Tumelson</b>                          |                                                     |                   |
|                                            |                    |                                                           | <b>Reimbursement for Travel Expenses</b>       |                                                     |                   |
|                                            |                    |                                                           | 004-058-000-558-50-43-01                       | Travel/Training Costs                               | \$186.02          |
|                                            |                    |                                                           |                                                | NWC ICC Code Training (Leavenworth)- Transportation |                   |
|                                            |                    | <b>Total 032223-JT</b>                                    |                                                |                                                     | <b>\$186.02</b>   |
|                                            | <b>Total 25737</b> |                                                           |                                                |                                                     | <b>\$186.02</b>   |
| <b>Total Refunds/Reimbursements Vendor</b> |                    |                                                           |                                                |                                                     | <b>\$444.19</b>   |
| <b>Sound Electronics</b>                   |                    |                                                           |                                                |                                                     |                   |
|                                            | <b>25738</b>       |                                                           | <b>2023 - March - 2nd Council Meeting</b>      |                                                     |                   |
|                                            |                    | <b>514336</b>                                             | <b>2023 Annual Fire Alarm Panel Inspection</b> |                                                     |                   |
|                                            |                    |                                                           | 001-018-000-518-30-46-01                       | Alarm Monitoring                                    | \$1,025.64        |
|                                            |                    |                                                           |                                                | 2023 Annual Fire Alarm Panel Inspection             |                   |
|                                            |                    | <b>Total 514336</b>                                       |                                                |                                                     | <b>\$1,025.64</b> |
|                                            | <b>514337</b>      |                                                           | <b>March Service</b>                           |                                                     |                   |
|                                            |                    |                                                           | 001-018-000-518-30-48-03                       | Maintenance/Repairs - Buildings                     | \$784.33          |

| Vendor                                       | Number                                                    | Reference                                               | Account Number                            | Description                                                              | Amount             |
|----------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------|--------------------|
|                                              |                                                           |                                                         |                                           | Fire Alarm Panel Repair (Parts & Labor)                                  |                    |
|                                              |                                                           | <b>Total 514337</b>                                     |                                           |                                                                          | <b>\$784.33</b>    |
|                                              | <b>Total 25738</b>                                        |                                                         |                                           |                                                                          | <b>\$1,809.97</b>  |
| <b>Total Sound Electronics</b>               |                                                           |                                                         |                                           |                                                                          | <b>\$1,809.97</b>  |
| <b>SS Landscaping Services</b>               |                                                           |                                                         |                                           |                                                                          |                    |
|                                              | <b>Direct Pay Payment 3/23/2023 7:15:06 AM - 11</b>       |                                                         | <b>2023 - March - 2nd Council Meeting</b> |                                                                          |                    |
|                                              | <b>55049</b>                                              |                                                         |                                           |                                                                          |                    |
|                                              |                                                           | <b>March Services</b>                                   |                                           |                                                                          |                    |
|                                              |                                                           | 101-000-000-542-70-48-04                                |                                           | Roadside- ROW Veg Maint Contractor                                       | \$2,590.85         |
|                                              |                                                           |                                                         |                                           | Landscape Maintenance Services for March                                 |                    |
|                                              | <b>Total 55049</b>                                        |                                                         |                                           |                                                                          | <b>\$2,590.85</b>  |
|                                              | <b>Total Direct Pay Payment 3/23/2023 7:15:06 AM - 11</b> |                                                         |                                           |                                                                          | <b>\$2,590.85</b>  |
| <b>Total SS Landscaping Services</b>         |                                                           |                                                         |                                           |                                                                          | <b>\$2,590.85</b>  |
| <b>Steven Johnson and Lori Giugler</b>       |                                                           |                                                         |                                           |                                                                          |                    |
|                                              | <b>25739</b>                                              |                                                         | <b>2023 - March - 2nd Council Meeting</b> |                                                                          |                    |
|                                              |                                                           | <b>031723-SJ_LG</b>                                     |                                           |                                                                          |                    |
|                                              |                                                           | <b>ROW Property Acquisition (Parcel No. 3025000030)</b> |                                           |                                                                          |                    |
|                                              |                                                           | 101-000-000-595-10-41-01                                |                                           | Professional Services-Capital Exp                                        | \$6,600.00         |
|                                              |                                                           |                                                         |                                           | Chrisella Rd E Safety Improvements- Grant HSIP-3209 (007)                |                    |
|                                              | <b>Total 031723-SJ_LG</b>                                 |                                                         |                                           |                                                                          | <b>\$6,600.00</b>  |
|                                              | <b>Total 25739</b>                                        |                                                         |                                           |                                                                          | <b>\$6,600.00</b>  |
| <b>Total Steven Johnson and Lori Giugler</b> |                                                           |                                                         |                                           |                                                                          | <b>\$6,600.00</b>  |
| <b>Transportation Systems Inc.</b>           |                                                           |                                                         |                                           |                                                                          |                    |
|                                              | <b>25740</b>                                              |                                                         | <b>2023 - March - 2nd Council Meeting</b> |                                                                          |                    |
|                                              |                                                           | <b>6098</b>                                             |                                           |                                                                          |                    |
|                                              |                                                           | <b>FA #43-44 Prj. 20-049</b>                            |                                           |                                                                          |                    |
|                                              |                                                           | 101-000-000-542-64-41-01                                |                                           | Traffic Control Devices-Professional Services                            | \$12,643.00        |
|                                              |                                                           |                                                         |                                           | Replacement/Repairs to 4 LED Stop Signs & Flashing Speed Sign on 8th S E |                    |
|                                              |                                                           |                                                         |                                           | (vandalism)                                                              |                    |
|                                              |                                                           | 101-000-000-542-64-41-01                                |                                           | Traffic Control Devices-Professional Services                            | \$14,267.08        |
|                                              |                                                           |                                                         |                                           | Installation of Flashing Beacon on 32nd St E                             |                    |
|                                              | <b>Total 6098</b>                                         |                                                         |                                           |                                                                          | <b>\$26,910.08</b> |
|                                              | <b>Total 25740</b>                                        |                                                         |                                           |                                                                          | <b>\$26,910.08</b> |
| <b>Total Transportation Systems Inc.</b>     |                                                           |                                                         |                                           |                                                                          | <b>\$26,910.08</b> |

| Vendor                           | Number | Reference                                  | Account Number                                                 | Description                           | Amount    |
|----------------------------------|--------|--------------------------------------------|----------------------------------------------------------------|---------------------------------------|-----------|
| US Bank ACH/EFT                  |        |                                            |                                                                |                                       |           |
|                                  |        | EFT Payment 3/23/2023 7:14:57 AM - 1       | 2023 - March - 2nd Council Meeting                             |                                       |           |
|                                  |        | 030723-USBank                              |                                                                |                                       |           |
|                                  |        |                                            | February Safekeeping Fees                                      |                                       |           |
|                                  |        |                                            | 001-019-000-514-20-42-05                                       | Bank & Bond Fees                      | \$30.00   |
|                                  |        |                                            | February Safekeeping Fees                                      |                                       |           |
|                                  |        | Total 030723-USBank                        |                                                                |                                       |           |
|                                  |        | 031523-USBank                              |                                                                |                                       |           |
|                                  |        |                                            | February Customer Analysis Fees                                |                                       |           |
|                                  |        |                                            | 001-019-000-514-20-42-05                                       | Bank & Bond Fees                      | \$915.76  |
|                                  |        |                                            | February Customer Analysis Fees                                |                                       |           |
|                                  |        | Total 031523-USBank                        |                                                                |                                       |           |
|                                  |        |                                            | \$915.76                                                       |                                       |           |
|                                  |        | Total EFT Payment 3/23/2023 7:14:57 AM - 1 | \$945.76                                                       |                                       |           |
| Total US Bank ACH/EFT            |        |                                            |                                                                |                                       | \$945.76  |
| US Bank Corporate Payment System |        |                                            |                                                                |                                       |           |
|                                  |        | EFT Payment 3/23/2023 7:52:54 AM - 1       | 2023 - March - 2nd Council Meeting                             |                                       |           |
|                                  |        | 022723-USBank                              |                                                                |                                       |           |
|                                  |        |                                            | February Statement                                             |                                       |           |
|                                  |        |                                            | 001-018-000-518-20-31-01                                       | Office & Operational Supplies         | \$20.91   |
|                                  |        |                                            | D.Eidinger-Costco-AA Batteries                                 |                                       |           |
|                                  |        |                                            | 001-018-000-518-20-31-54                                       | Clothing/Uniforms/PPE                 | \$105.12  |
|                                  |        |                                            | H.Auelua-Levi's Outlet-Work Clothes                            |                                       |           |
|                                  |        |                                            | 001-018-000-518-30-32-02                                       | Supplies/Parts - Vehicles & Equipment | (\$16.50) |
|                                  |        |                                            | J.Metzler-Costco-Battery Core (Vehicle #9)                     |                                       |           |
|                                  |        |                                            | 001-018-000-518-30-32-02                                       | Supplies/Parts - Vehicles & Equipment | \$131.99  |
|                                  |        |                                            | J.Metzler-Costco-New Battery (Vehicle #9)                      |                                       |           |
|                                  |        |                                            | 001-018-000-518-30-32-02                                       | Supplies/Parts - Vehicles & Equipment | \$493.95  |
|                                  |        |                                            | J.Bartelson-Walmart-Tires (Vehicle #10)                        |                                       |           |
|                                  |        |                                            | 001-018-000-518-30-32-02                                       | Supplies/Parts - Vehicles & Equipment | \$73.34   |
|                                  |        |                                            | B.Whitman-Snow Plows Plus-Parts for Snow Plow                  |                                       |           |
|                                  |        |                                            | 001-018-000-518-30-32-02                                       | Supplies/Parts - Vehicles & Equipment | \$82.46   |
|                                  |        |                                            | D.Eidinger-WeatherTech-Floor Mats (Vehicle #10)                |                                       |           |
|                                  |        |                                            | 001-018-000-518-30-45-07                                       | Operating Permits                     | \$49.50   |
|                                  |        |                                            | J.Metzler-L&I Permits-Electrical Permit for Conduit in PW Yard |                                       |           |
|                                  |        |                                            | 001-018-000-518-30-48-07                                       | Maintenance & Repairs-Vehicles        | \$82.87   |
|                                  |        |                                            | J.Bartelson-Walmart-Tire Install (Vehicle #10)                 |                                       |           |
|                                  |        |                                            | 001-018-000-518-30-48-07                                       | Maintenance & Repairs-Vehicles        | \$5.00    |
|                                  |        |                                            | D.Davis-Tahoma Market-Carwash (Vehicle #17)                    |                                       |           |
|                                  |        |                                            | 001-018-000-518-85-49-03                                       | Computer Subscriptions                | \$69.00   |
|                                  |        |                                            | M.Ray-Netflare-Email Security Service                          |                                       |           |
|                                  |        |                                            | 001-018-000-518-85-49-04                                       | Subscriptions                         | \$119.99  |
|                                  |        |                                            | J.S-Herrea-Canva-Annual Subscription                           |                                       |           |
|                                  |        |                                            | 001-019-000-514-20-43-01                                       | Travel & Training Costs               | \$73.30   |
|                                  |        |                                            | J.S-Herrea-Roberts Rules-Role of the Clerk Training            |                                       |           |

| Vendor | Number | Reference | Account Number           | Description                                                            | Amount    |
|--------|--------|-----------|--------------------------|------------------------------------------------------------------------|-----------|
|        |        |           | 001-019-000-514-20-43-01 | Travel & Training Costs                                                | \$50.00   |
|        |        |           |                          | J.S-Herrea-AWC-Public Records Training                                 |           |
|        |        |           | 001-019-000-514-20-43-01 | Travel & Training Costs                                                | (\$60.00) |
|        |        |           |                          | J.S-Herrea-IIMC-Canceled Training                                      |           |
|        |        |           | 001-019-000-514-20-43-01 | Travel & Training Costs                                                | \$35.00   |
|        |        |           |                          | J.S-Herrea-MRSC-PRA Deep Dive Training                                 |           |
|        |        |           | 001-019-000-514-20-43-01 | Travel & Training Costs                                                | \$89.00   |
|        |        |           |                          | J.S-Herrea-NAGARA-Annual Subscription (records training)               |           |
|        |        |           | 001-019-000-514-20-49-01 | Memberships & Subscriptions                                            | \$45.00   |
|        |        |           |                          | V.Lundgren-WSAPT-Membership Fee                                        |           |
|        |        |           | 001-021-000-521-10-43-01 | Training/Travel Costs                                                  | \$399.00  |
|        |        |           |                          | J.S-Herrea-GSM-Gov't Social Media Conference (S.Phillips- Edgewood PD) |           |
|        |        |           | 001-021-000-521-20-31-05 | Supplies-Misc                                                          | \$28.76   |
|        |        |           |                          | D.Eidinger-Costco-Refreshments for PD Community Academy                |           |
|        |        |           | 001-076-000-576-80-31-01 | Operational Supplies                                                   | \$13.80   |
|        |        |           |                          | B.Murray-Vista Print-Door Hangers for PW                               |           |
|        |        |           | 001-076-000-576-80-31-01 | Operational Supplies                                                   | \$158.33  |
|        |        |           |                          | B.Murray-Costco-Trash Bags for Parks                                   |           |
|        |        |           | 001-076-000-576-80-31-01 | Operational Supplies                                                   | \$7.02    |
|        |        |           |                          | H.Auelua-The Home Depot-Electric Conduit Glue                          |           |
|        |        |           | 004-058-000-558-50-43-01 | Travel/Training Costs                                                  | \$165.00  |
|        |        |           |                          | G.Mehr-NCW ICC-Training (day 2)                                        |           |
|        |        |           | 004-058-000-558-50-43-01 | Travel/Training Costs                                                  | \$125.00  |
|        |        |           |                          | D.Davis-WABO-Energy Code Training                                      |           |
|        |        |           | 004-058-000-558-50-43-01 | Travel/Training Costs                                                  | \$330.00  |
|        |        |           |                          | G.Mehr-NCW ICC-Training (day 1 & 3))                                   |           |
|        |        |           | 004-058-000-558-50-43-01 | Travel/Training Costs                                                  | \$153.00  |
|        |        |           |                          | J.Tumelson-ICC-Exam                                                    |           |
|        |        |           | 004-058-000-558-50-43-01 | Travel/Training Costs                                                  | \$200.70  |
|        |        |           |                          | G.Mehr-Enzian Inn-Lodging for ICC Training                             |           |
|        |        |           | 004-058-000-558-50-43-01 | Travel/Training Costs                                                  | \$125.00  |
|        |        |           |                          | D.Davis-WABO-Firestopping Training                                     |           |
|        |        |           | 004-058-000-558-50-43-01 | Travel/Training Costs                                                  | \$125.00  |
|        |        |           |                          | J.Tumelson-WABO-Education Institute Training                           |           |
|        |        |           | 004-058-000-558-50-43-01 | Travel/Training Costs                                                  | \$495.00  |
|        |        |           |                          | J.Tumelson-ICC-NCW ICC Spring Training                                 |           |
|        |        |           | 004-058-000-558-50-43-01 | Travel/Training Costs                                                  | \$105.00  |
|        |        |           |                          | J.Tumelson-WABO-Annual Business Meeting/Conference                     |           |
|        |        |           | 004-058-000-558-50-43-04 | Meals Expense                                                          | \$16.23   |
|        |        |           |                          | D.Davis-Fuddruckers-Meals Expense (EduCode)                            |           |
|        |        |           | 004-058-000-558-50-49-01 | Memberships                                                            | \$45.00   |
|        |        |           |                          | J.Curbow-WSAPT-Memrship Fee                                            |           |
|        |        |           | 004-058-000-558-50-49-01 | Memberships                                                            | \$30.00   |
|        |        |           |                          | D.Davis-WWC ICC-2023 Membership Registration                           |           |
|        |        |           | 004-058-000-558-50-49-01 | Memberships                                                            | \$30.00   |
|        |        |           |                          | G.Mehr-WWC ICC-2023 Membership Registration                            |           |

| Vendor                                 | Number      | Reference    | Account Number                             | Description                                            | Amount       |            |
|----------------------------------------|-------------|--------------|--------------------------------------------|--------------------------------------------------------|--------------|------------|
|                                        |             |              | 101-000-000-542-30-31-01                   | Roadway-Operational Supplies                           | \$14.05      |            |
|                                        |             |              |                                            | H.Auelua-The Home Depot-Electric Conduit Glue          |              |            |
|                                        |             |              | 101-000-000-542-30-31-01                   | Roadway-Operational Supplies                           | \$27.58      |            |
|                                        |             |              |                                            | B.Murray-Vista Print-Door Hangers for PW               |              |            |
|                                        |             |              | 410-000-000-531-38-31-01                   | Operational Supplies                                   | \$14.05      |            |
|                                        |             |              |                                            | H.Auelua-The Home Depot-Electric Conduit Glue          |              |            |
|                                        |             |              | 410-000-000-531-38-31-01                   | Operational Supplies                                   | \$27.58      |            |
|                                        |             |              |                                            | B.Murray-Vista Print-Door Hangers for PW               |              |            |
|                                        |             |              | 410-000-000-531-38-43-01                   | Training/Travel Costs                                  | \$140.00     |            |
|                                        |             |              |                                            | T.Roland-WSU-Municipal Stormwater Conference           |              |            |
|                                        |             |              | 410-000-000-531-38-43-01                   | Training/Travel Costs                                  | \$235.00     |            |
|                                        |             |              |                                            | J.Blaine-NW Environmental-Managing SW in WA Conference |              |            |
|                                        |             |              | 410-000-000-531-38-43-01                   | Training/Travel Costs                                  | \$150.00     |            |
|                                        |             |              |                                            | J.Blaine-ECO 3-CESCL Stormwater Training               |              |            |
|                                        |             |              | 410-000-000-531-38-43-01                   | Training/Travel Costs                                  | \$140.00     |            |
|                                        |             |              |                                            | J.Privett-WSU-Municipal Stormwater Conference          |              |            |
|                                        |             |              | 410-000-000-531-38-43-01                   | Training/Travel Costs                                  | \$140.00     |            |
|                                        |             |              |                                            | J.Blaine-WSU-Municipal Stormwater Conference           |              |            |
|                                        |             |              | Total 022723-USBank                        |                                                        |              | \$4,890.03 |
|                                        |             |              | Total EFT Payment 3/23/2023 7:52:54 AM - 1 |                                                        |              | \$4,890.03 |
| Total US Bank Corporate Payment System |             |              |                                            |                                                        | \$4,890.03   |            |
|                                        |             |              |                                            |                                                        |              |            |
| WA Assoc. of Building Officials        |             |              |                                            |                                                        |              |            |
|                                        | 25741       |              | 2023 - March - 2nd Council Meeting         |                                                        |              |            |
|                                        |             | 44586        |                                            |                                                        |              |            |
|                                        |             |              | March Services                             |                                                        |              |            |
|                                        |             |              | 004-058-000-558-60-41-03                   | Professional Services - Non reimbursable               | \$50.00      |            |
|                                        |             |              |                                            | Job Posting- Planning Technician                       |              |            |
|                                        |             | Total 44586  |                                            |                                                        |              | \$50.00    |
|                                        |             | 44601        |                                            |                                                        |              |            |
|                                        |             |              | March Purchases                            |                                                        |              |            |
|                                        |             |              | 004-058-000-558-50-31-01                   | Office & Operational Supplies                          | \$310.35     |            |
|                                        |             |              |                                            | Building Code Books (J.Tumelson)                       |              |            |
|                                        |             | Total 44601  |                                            |                                                        |              | \$310.35   |
|                                        | Total 25741 |              |                                            |                                                        | \$360.35     |            |
| Total WA Assoc. of Building Officials  |             |              |                                            |                                                        | \$360.35     |            |
|                                        |             |              |                                            |                                                        |              |            |
| Grand Total                            |             | Vendor Count | 35                                         |                                                        | \$840,812.14 |            |

## City of Edgewood 2023

## March 28th 2023 Council Meeting Check &amp; EFT Payment Distribution Review &amp; Authorization

| Number                                                 | Name                          | Print Date | Amount              |
|--------------------------------------------------------|-------------------------------|------------|---------------------|
| <b>US Bank PAYROLL ACCOUNT DISTRIBUTION</b>            |                               |            |                     |
| <b>10611 Last Number Issued Previous Authorization</b> |                               |            |                     |
| DCP EFT 3/15/23                                        | Deferred Compensation Program | 3/15/2023  | \$18,187.52         |
| Direct Deposit Run -                                   | Payroll Vendor                | 3/15/2023  | \$96,810.92         |
| DRS EFT 3/15/23                                        | Dept of Retirement Systems    | 3/15/2023  | \$22,041.39         |
| DSHS-DCS EFT                                           | WA State Support Registry     | 3/15/2023  | \$719.00            |
| IRS 941 EFT 3/15/23                                    | IRS 941                       | 3/15/2023  | \$18,073.95         |
| <b>Total</b>                                           |                               |            | <b>\$155,832.78</b> |

| Number                                                 | Name                                    | Print Date | Amount       |
|--------------------------------------------------------|-----------------------------------------|------------|--------------|
| <b>CLAIM VOUCHER ACCOUNT DISTRIBUTION</b>              |                                         |            |              |
| <b>25723 Last Number Issued Previous Authorization</b> |                                         |            |              |
| 25724                                                  | American Public Works Assoc.            | 3/28/2023  | \$648.00     |
| 25725                                                  | Bob's Property Solutions, Inc.          | 3/28/2023  | \$11,372.63  |
| 25726                                                  | Bunce Rental Inc.                       | 3/28/2023  | \$401.28     |
| 25727                                                  | Daniel Sowers and Robin Moon            | 3/28/2023  | \$3,360.00   |
| 25728                                                  | Drain-Pro                               | 3/28/2023  | \$1,256.50   |
| 25729                                                  | Form Source, Inc.                       | 3/28/2023  | \$63.69      |
| 25730                                                  | Lakehaven Water & Sewer                 | 3/28/2023  | \$204.91     |
| 25731                                                  | Marlin Collins and Charisse Precht      | 3/28/2023  | \$103,600.00 |
| 25732                                                  | Nikolay and Mariya Chmyr                | 3/28/2023  | \$3,100.00   |
| 25733                                                  | Pierce County Budget & Finance PW       | 3/28/2023  | \$70,432.48  |
| 25734                                                  | Pierce County Budget & Finance Sheriff  | 3/28/2023  | \$507,946.29 |
| 25735                                                  | Davis, Delwin C                         | 3/28/2023  | \$72.15      |
| 25736                                                  | Mehr, Eugene J                          | 3/28/2023  | \$186.02     |
| 25737                                                  | Tumelson, James                         | 3/28/2023  | \$186.02     |
| 25738                                                  | Sound Electronics                       | 3/28/2023  | \$1,809.97   |
| 25739                                                  | Steven Johnson and Lori Giugler         | 3/28/2023  | \$6,600.00   |
| 25740                                                  | Transportation Systems Inc.             | 3/28/2023  | \$26,910.08  |
| 25741                                                  | WA Assoc. of Building Officials         | 3/28/2023  | \$360.35     |
| Direct Pay Payment                                     | AHBL                                    | 3/28/2023  | \$7,633.75   |
| Direct Pay Payment                                     | Raedeke Associates, Inc.                | 3/28/2023  | \$5,983.45   |
| Direct Pay Payment                                     | SS Landscaping Services                 | 3/28/2023  | \$2,590.85   |
| Direct Pay Payment                                     | Amazon Capital Services                 | 3/28/2023  | \$778.39     |
| Direct Pay Payment                                     | CivicPlus, LLC                          | 3/28/2023  | \$21,013.30  |
| Direct Pay Payment                                     | Consolidated Press                      | 3/28/2023  | \$3,834.48   |
| Direct Pay Payment                                     | Herrera Environmental Consultants, Inc. | 3/28/2023  | \$16,419.65  |
| Direct Pay Payment                                     | Jennings Equipment, Inc.                | 3/28/2023  | \$81.07      |
| Direct Pay Payment                                     | Jiffy Lube                              | 3/28/2023  | \$101.88     |
| Direct Pay Payment                                     | Madrona Law Group, PLLC                 | 3/28/2023  | \$28,222.50  |
| Direct Pay Payment                                     | McKinstry Co, LLC                       | 3/28/2023  | \$1,468.00   |
| EFT Payment                                            | American Shredding                      | 3/28/2023  | \$67.50      |
| EFT Payment                                            | Grainger                                | 3/28/2023  | \$287.80     |
| EFT Payment                                            | Lakehaven Water & Sewer District        | 3/28/2023  | \$31.90      |
| EFT Payment                                            | Mt. View-Edgewood Water Co.             | 3/28/2023  | \$679.25     |
| EFT Payment                                            | Office Depot                            | 3/28/2023  | \$103.11     |
| EFT Payment                                            | Puget Sound Energy                      | 3/28/2023  | \$7,169.10   |
| EFT Payment                                            | US Bank Corporate Payment System        | 3/28/2023  | \$4,890.03   |
| EFT Payment                                            | US Bank ACH/EFT                         | 3/28/2023  | \$945.76     |

|                                          |                     |
|------------------------------------------|---------------------|
| <b>Total Claims Voucher Distribution</b> | <b>\$840,812.14</b> |
|------------------------------------------|---------------------|

|                                                                    |                     |
|--------------------------------------------------------------------|---------------------|
| <b>Total Distribution Submitted for Review &amp; Authorization</b> | <b>\$996,644.92</b> |
|--------------------------------------------------------------------|---------------------|

**Authorization Adjustments:**

|                                                               |                     |
|---------------------------------------------------------------|---------------------|
| <b>Total Distribution Net of Prior Authorized Adjustments</b> | <b>\$996,644.92</b> |
|---------------------------------------------------------------|---------------------|

**Claims Voucher Approval:** I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

\_\_\_\_\_ Accounting Manager, Stephanie Goff

\_\_\_\_\_ Mayor, Daryl Eidinger

\_\_\_\_\_ Council Member



## RESOLUTION NO. 23-0659

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN ENTERPRISE AGREEMENT WITH CDWG FOR MICROSOFT SOFTWARE LICENSING

**WHEREAS**, the City of Edgewood uses Microsoft Software and is moving more of its operation to the Government cloud; and

**WHEREAS**, an Enterprise Agreement allows the City to size its software licensing needs to the City's ever growing organization while remaining in compliance with licensing requirements; and

**WHEREAS**, the market value for the software is currently below the State contract;

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

**Section 1.** Contract authorized. The Mayor is authorized to execute a three-year Enterprise agreement with CDW-G, attached as Exhibit A and incorporated herein by this reference, for Microsoft software licensing.

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

**ADOPTED THIS 28<sup>TH</sup> DAY OF MARCH 2023**

\_\_\_\_\_  
Daryl Eiding, Mayor

**ATTEST:**

\_\_\_\_\_  
Rachel Pitzel, CMC  
City Clerk

## Program Signature Form

MBA/MBSA number

1288860.004

Agreement number

8833856

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

| Contract Document                | Number or Code  |
|----------------------------------|-----------------|
| Enterprise Enrollment (Indirect) | X20-10635       |
| Sub250 Form                      | W29             |
| Enterprise Amendment             | M97 (new)       |
| Product Selection Form           | 1288860.004_PSF |

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

| Customer                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Entity (must be legal entity name)*</b> City of Edgewood, Washington<br><b>Signature*</b><br><b>Printed First and Last Name*</b><br><b>Printed Title</b><br><b>Signature Date*</b> |
| <b>Tax ID</b>                                                                                                                                                                                 |

\* indicates required field

| Microsoft Affiliate                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Microsoft Corporation                                                                                                                              |
| <b>Signature</b><br><b>Printed First and Last Name</b><br><b>Printed Title</b><br><b>Signature Date</b><br>(date Microsoft Affiliate countersigns) |
| <b>Agreement Effective Date</b><br><br>(may be different than Microsoft's signature date)                                                          |

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

| Customer                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Entity (must be legal entity name)*</b> City of Edgewood, Washington<br><b>Signature*</b><br><b>Printed First and Last Name*</b><br><b>Printed Title</b><br><b>Signature Date*</b> |

*\* indicates required field*

| Outsourcer                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Entity (must be legal entity name)*</b><br><b>Signature*</b> _____<br><b>Printed First and Last Name*</b><br><b>Printed Title</b><br><b>Signature Date*</b> |

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

56866415

Framework ID  
(if applicable)Previous Enrollment number  
(Reseller to complete)

5614359

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

**(vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

**(i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

**(ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

**i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

**j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

**a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

**b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### **5. End of Enrollment term and termination.**

**a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

**b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.



Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

**e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

**a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

**b.** All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## Enrollment Details

### 1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
- ☐ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### 2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Edgewood, Washington

**Contact name\*** First Matthew Last Ray

**Contact email address\*** matthew@cityofedgewood.org

**Street address\*** 2224 104th Avenue East

**City\*** Edgewood

**State\*** WA

**Postal code\*** 98372-1513-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 253-392-2562

**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Matthew Last Ray

**Contact email address\*** matthew@cityofedgewood.org

**Street address\*** 2224 104th Avenue East

**City\*** Edgewood

**State\*** WA

**Postal code\*** 98372-1513-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 253-392-2562

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First Matthew Last Ray

**Contact email address\*** matthew@cityofedgewood.org

**Phone\*** 253-392-2562

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** CDW Logistics LLC.

**Street address (PO boxes will not be accepted)\*** 200 N Milwaukee Ave

**City\*** Vernon Hills

**State\*** IL

**Postal code\*** 60061

**Country\*** United States

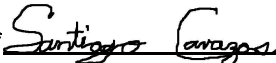
**Contact name\*** Patrick McCormack

**Phone\*** 312-705-5675

**Contact email address\*** patrick.mccormack@cdw.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** 

**Printed name\*** Santiago Cavazos

**Printed title\*** Software Contract Specialist

**Date\*** 03/14/2023

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

## Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** City of Edgewood, Washington

**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

| Enrollment/Agreement/<br>Purchasing Account/Affiliate<br>Registration Description | Enrollment/Agreement/<br>Purchasing Account/Affiliate<br>Registration Public Customer<br>Number | Transfer<br>SA Benefit<br>Contact | Transfer<br>MSDN<br>Subscribers |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------|
| Standard Enrollment                                                               | 5614359                                                                                         | X                                 | X                               |

Enterprise

## Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

### 1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

### 2. ***Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:***

- a. **Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
  - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
  - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

### 3. ***Software Assurance renewal.***

|                                                                                                                                                            |                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Renewing Software Assurance:</b> If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box. | <input checked="" type="checkbox"/> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|



By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

**Software Assurance Addition.** Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

| Program    | License ID Number | Expiration Date |
|------------|-------------------|-----------------|
| Enterprise | 5614359           | 3/31/2023       |

Physically Submitted



## Amendment to Contract Documents

Enrollment Number

5-0000009744327

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

## Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

| SKU Number | SKU Description                                          | Existing Quantity | Incremental quantities |
|------------|----------------------------------------------------------|-------------------|------------------------|
| AAF-21855  | Win G5 Step-up Win G3 GCC                                | 0                 | 35                     |
| AAD-34704  | M365 G3 Unified FUSL GCC Sub Per User                    | 0                 | 35                     |
| 7KB-00001  | Defender Endpoint GCC Sub Per User                       | 0                 | 15                     |
| 7JI-00001  | Defender Endpoint Server GCC Sub                         | 10                | 0                      |
| AAD-63092  | M365 F3 Unified GCC Sub Per User                         | 0                 | 40                     |
| RMU-00004  | Phone Resource Account GCC Sub Phone System Virtual User | 20                | 0                      |
| DDJ-00001  | Power BI Pro GCC Sub Per User                            | 1                 | 0                      |
| NYH-00001  | Teams AC with Dial Out US/CA GCC Sub Add-on              | 0                 | 75                     |
| LM9-00001  | Teams Domestic Calling Plan GCC Sub Per User             | 30                | 5                      |
| LK9-00003  | Teams Phone Standard GCC Sub Per User                    | 32                | 3                      |

| SKU Number | SKU Description                            | Existing Quantity | Incremental quantities |
|------------|--------------------------------------------|-------------------|------------------------|
| KXJ-00001  | Teams Shared Devices<br>GCC Sub Per Device | 3                 | 0                      |

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

|                                                                            |  |     |   |
|----------------------------------------------------------------------------|--|-----|---|
| (M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(<br>WW)(ENG)(Jan2023)v2(IU).docx |  | M97 | B |
|----------------------------------------------------------------------------|--|-----|---|



Proposal ID

1288860.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

| Profile    | Qualified Devices | Qualified Users | Device / User Ratio | Enterprise Product Platform | CAL Licensing Model |
|------------|-------------------|-----------------|---------------------|-----------------------------|---------------------|
| Enterprise | 35                | 35              | 1.0                 | -                           | User Licenses       |

| Products                        | Enterprise Quantity |
|---------------------------------|---------------------|
| <b>Windows Desktop</b>          |                     |
| WIN E5 StepUp frm WIN E3 GCC    | 35                  |
| <b>Microsoft 365 Enterprise</b> |                     |
| M365 G3 GCC USL Unified         | 35                  |

Enrolled Affiliate's Product Quantities:

| Price Group         | 1                                                                                                             | 2                                                                                   | 3                                                                           | 4                                                    |
|---------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------|
| Enterprise Products | Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise | Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise | Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise | Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise |
| Quantity            | 35                                                                                                            | 35                                                                                  | 35                                                                          | 35                                                   |

| Enrolled Affiliate's Price Level:                                                                                                                                                                |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Product Offering / Pool                                                                                                                                                                          | Price Level |
| <b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4. | D           |
| <b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.                                            | D           |
| <b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.                                | D           |
| <b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.                                                | D           |

| Notes                                                                                                                                                                                                                                                                                                                                                                               |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:                                                                                                                                                                                  |             |
| Quantity of Licenses and Software Assurance                                                                                                                                                                                                                                                                                                                                         | Price Level |
| 2,399 and below                                                                                                                                                                                                                                                                                                                                                                     | A           |
| 2,400 to 5,999                                                                                                                                                                                                                                                                                                                                                                      | B           |
| 6,000 to 14,999                                                                                                                                                                                                                                                                                                                                                                     | C           |
| 15,000 and above                                                                                                                                                                                                                                                                                                                                                                    | D           |
| <b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.                                                                                                                                                                                                                  |             |
| <b>Note 2:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimagine the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.                                                            |             |
| <b>Note 3:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling. |             |



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

## Review and Complete Purchase

MATT RAY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| NFML734 | 2/1/2023   | MS EA           | 10386672   | \$35,720.18 |

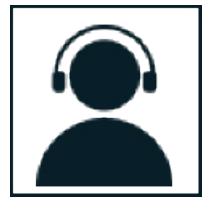
| QUOTE DETAILS                                                                                                                                                                                           |     |         |            |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|------------|-------------|
| ITEM                                                                                                                                                                                                    | QTY | CDW#    | UNIT PRICE | EXT. PRICE  |
| <a href="#">MS EA M365 E3 GCC UNIFIED</a><br>Mfg. Part#: AAD-34704-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)                  | 35  | 5489074 | \$411.76   | \$14,411.60 |
| <a href="#">MS EA WINE5STPFRMWINE3 GCC</a><br>Mfg. Part#: AAF-21855-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)                 | 35  | 6025560 | \$63.20    | \$2,212.00  |
| <a href="#">MS EA DEFENDER FOR ENDPOINT GCC USR</a><br>Mfg. Part#: 7KB-00001-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)        | 15  | 6706236 | \$59.37    | \$890.55    |
| <a href="#">PhoneSysGCC ShrdSvr ALNG SubsVL MVL PerUsr</a><br>Mfg. Part#: LK9-00003-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) | 35  | 4543604 | \$80.43    | \$2,815.05  |
| <a href="#">Domestic Calling Plan GCC Sub Per User</a><br>Mfg. Part#: LM9-00001-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)     | 35  | 4476797 | \$146.51   | \$5,127.85  |
| <a href="#">MS EA COMMON AREA PHONE GCC SUBS</a><br>Mfg. Part#: KXJ-00001-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)           | 3   | 5336424 | \$85.22    | \$255.66    |

|                              |
|------------------------------|
| <b>QUOTE DETAILS (CONT.)</b> |
|------------------------------|

|                                                                     |    |         |          |            |
|---------------------------------------------------------------------|----|---------|----------|------------|
| <b><u>ME EA VOICEAPPS-GCC P U FORPHONESYS</u></b>                   | 20 | 6165552 | \$0.01   | \$0.20     |
| Mfg. Part#: RMU-00004-12-SLG                                        |    |         |          |            |
| Electronic distribution - NO MEDIA                                  |    |         |          |            |
| Contract: MARKET                                                    |    |         |          |            |
| <b><u>MS EA POWER BI PRO GCC P USER</u></b>                         | 1  | 4385631 | \$109.16 | \$109.16   |
| Mfg. Part#: DDJ-00001-12-SLG                                        |    |         |          |            |
| Electronic distribution - NO MEDIA                                  |    |         |          |            |
| Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) |    |         |          |            |
| <b><u>MS EA DEFENDER F ENDPOINT SVR</u></b>                         | 10 | 6398425 | \$149.38 | \$1,493.80 |
| Mfg. Part#: 7JI-00001-12-SLG                                        |    |         |          |            |
| Electronic distribution - NO MEDIA                                  |    |         |          |            |
| Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) |    |         |          |            |
| <b><u>MS EA GOV WIN SVR STD 2-CORE L SA</u></b>                     | 8  | 4371655 | \$57.45  | \$459.60   |
| Mfg. Part#: 9EM-00562-SLG                                           |    |         |          |            |
| Electronic distribution - NO MEDIA                                  |    |         |          |            |
| Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) |    |         |          |            |
| <b><u>MS EA EXCHGSVRSTD ALNG SA MVL</u></b>                         | 1  | 5109905 | \$139.80 | \$139.80   |
| Mfg. Part#: 312-02257-12-SLG                                        |    |         |          |            |
| Electronic distribution - NO MEDIA                                  |    |         |          |            |
| Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) |    |         |          |            |
| <b><u>MS EA M365 F3 GCC UNIFIED P U</u></b>                         | 40 | 5759147 | \$113.94 | \$4,557.60 |
| Mfg. Part#: AAD-63092-12-SLG                                        |    |         |          |            |
| Electronic distribution - NO MEDIA                                  |    |         |          |            |
| Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) |    |         |          |            |

|  |                    |                    |
|--|--------------------|--------------------|
|  | <b>SUBTOTAL</b>    | \$32,472.87        |
|  | <b>SHIPPING</b>    | \$0.00             |
|  | <b>SALES TAX</b>   | \$3,247.31         |
|  | <b>GRAND TOTAL</b> | <b>\$35,720.18</b> |

| PURCHASER BILLING INFO                                                                                                                                                                         | DELIVER TO                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Billing Address:</b><br>CITY OF EDGEWOOD<br>ACCOUNTS PAYABL<br>2224 104TH AVE E<br>EDGEWOOD, WA 98372<br><b>Phone:</b> (253) 952-3299<br><b>Payment Terms:</b> Net 30 Days-Govt State/Local | <b>Shipping Address:</b><br>CITY OF EDGEWOOD<br>MATT RAY<br>2224 104TH AVE E<br>EDGEWOOD, WA 98372<br><b>Phone:</b> (253) 952-3299<br><b>Shipping Method:</b> ELECTRONIC DISTRIBUTION |
|                                                                                                                                                                                                | <b>Please remit payments to:</b><br><br>CDW Government<br>75 Remittance Drive<br>Suite 1515<br>Chicago, IL 60675-1515                                                                 |



Sales Contact Info

Tyler Leedy | (877) 885-4399 | [tyler.leedy@cdwg.com](mailto:tyler.leedy@cdwg.com)

| LEASE OPTIONS |                  |             |                  |
|---------------|------------------|-------------|------------------|
| FMV TOTAL     | FMV LEASE OPTION | BO TOTAL    | BO LEASE OPTION  |
| \$32,472.87   | \$878.39/Month   | \$32,472.87 | \$1,012.18/Month |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

## Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

## Review and Complete Purchase

MATT RAY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| NFML734 | 2/1/2023   | MS EA           | 10386672   | \$34,473.56 |

| QUOTE DETAILS                                                                                                                                        |     |         |            |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|------------|-------------|
| ITEM                                                                                                                                                 | QTY | CDW#    | UNIT PRICE | EXT. PRICE  |
| <a href="#">MS EA M365 E3 GCC UNIFIED</a><br>Mfg. Part#: AAD-34704-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: MARKET                  | 35  | 5489074 | \$399.57   | \$13,984.95 |
| <a href="#">MS EA WINE5STPFRMWINE3 GCC</a><br>Mfg. Part#: AAF-21855-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: MARKET                 | 35  | 6025560 | \$57.02    | \$1,995.70  |
| <a href="#">MS EA DEFENDER FOR ENDPOINT GCC USR</a><br>Mfg. Part#: 7KB-00001-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: MARKET        | 15  | 6706236 | \$57.02    | \$855.30    |
| <a href="#">PhoneSysGCC ShrdSvr ALNG SubsVL MVL PerUsr</a><br>Mfg. Part#: LK9-00003-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: MARKET | 35  | 4543604 | \$77.15    | \$2,700.25  |
| <a href="#">Domestic Calling Plan GCC Sub Per User</a><br>Mfg. Part#: LM9-00001-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: MARKET     | 35  | 4476797 | \$149.05   | \$5,216.75  |
| <a href="#">MS EA COMMON AREA PHONE GCC SUBS</a><br>Mfg. Part#: KXJ-00001-12-SLG<br>Electronic distribution - NO MEDIA<br>Contract: MARKET           | 3   | 5336424 | \$81.79    | \$245.37    |
| <a href="#">ME EA VOICEAPPS-GCC P U FORPHONESYS</a><br>Mfg. Part#: RMU-00004-12-SLG                                                                  | 20  | 6165552 | \$0.01     | \$0.20      |



**QUOTE DETAILS (CONT.)**

Electronic distribution - NO MEDIA

Contract: MARKET

**MS EA POWER BI PRO GCC P USER**

|   |         |          |          |
|---|---------|----------|----------|
| 1 | 4385631 | \$105.37 | \$105.37 |
|---|---------|----------|----------|

Mfg. Part#: DDJ-00001-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

**MS EA DEFENDER F ENDPOINT SVR**

|    |         |          |            |
|----|---------|----------|------------|
| 10 | 6398425 | \$128.30 | \$1,283.00 |
|----|---------|----------|------------|

Mfg. Part#: 7JI-00001-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

**MS EA GOV WIN SVR STD 2-CORE L SA**

|   |         |         |          |
|---|---------|---------|----------|
| 8 | 4371655 | \$52.32 | \$418.56 |
|---|---------|---------|----------|

Mfg. Part#: 9EM-00562-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

**MS EA EXCHGSVRSTD ALNG SA MVL**

|   |         |          |          |
|---|---------|----------|----------|
| 1 | 5109905 | \$142.53 | \$142.53 |
|---|---------|----------|----------|

Mfg. Part#: 312-02257-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

**MS EA M365 F3 GCC UNIFIED P U**

|    |         |          |            |
|----|---------|----------|------------|
| 40 | 5759147 | \$109.79 | \$4,391.60 |
|----|---------|----------|------------|

Mfg. Part#: AAD-63092-12-SLG

Electronic distribution - NO MEDIA

Contract: MARKET

|                 |             |
|-----------------|-------------|
| <b>SUBTOTAL</b> | \$31,339.58 |
|-----------------|-------------|

|                 |        |
|-----------------|--------|
| <b>SHIPPING</b> | \$0.00 |
|-----------------|--------|

|                  |            |
|------------------|------------|
| <b>SALES TAX</b> | \$3,133.98 |
|------------------|------------|

|                    |                    |
|--------------------|--------------------|
| <b>GRAND TOTAL</b> | <b>\$34,473.56</b> |
|--------------------|--------------------|

**PURCHASER BILLING INFO****Billing Address:**

CITY OF EDGEWOOD  
ACCOUNTS PAYABL  
2224 104TH AVE E  
EDGEWOOD, WA 98372  
**Phone:** (253) 952-3299

**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**

CITY OF EDGEWOOD  
MATT RAY  
2224 104TH AVE E  
EDGEWOOD, WA 98372  
**Phone:** (253) 952-3299

**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**Sales Contact Info****Tyler Leedy** | (877) 885-4399 | [tyler.leedy@cdwg.com](mailto:tyler.leedy@cdwg.com)**LEASE OPTIONS**

| FMV TOTAL   | FMV LEASE OPTION | BO TOTAL    | BO LEASE OPTION |
|-------------|------------------|-------------|-----------------|
| \$31,339.58 | \$847.74/Month   | \$31,339.58 | \$976.85/Month  |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

#### Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
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## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Subject:</b><br><b>AB23-0664</b> - a motion approving Resolution 23-0664 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                                                                                                                                                                                                                           | <b>Agenda Item #:</b> 4.E                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>For Agenda of:</b> 3/28/2023                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Prepared by:</b> Ann Marie Soto                                               |
| <b>Attachments (list):</b> <ol style="list-style-type: none"> <li>1. Resolution No. 23-0664 Authorizing Opioid Settlement Participation Forms and Allocation Agreement II</li> <li>2. Exhibit A - Allocation Agreement II</li> <li>3. Exhibit B - Walmart Settlement Participation Form</li> <li>4. Exhibit C - Teva Settlement Participation Form</li> <li>5. Exhibit D - Allergan Settlement Participation Form</li> <li>6. Exhibit E - CVS Settlement Participation Form</li> <li>7. Exhibit F - Walgreens Settlement Participation Form</li> </ol> |                                                                                  |
| <b>Approval of Materials:</b><br>Ann Marie Soto<br>Rachel Pitzel, City Clerk/HR<br>Director 3/21/2023<br>Dave Gray 3/22/2023<br>Daryl Eidinger 3/22/2023                                                                                                                                                                                                                                                                                                                                                                                               | <b>Expenditure Required:</b>                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Amount Budgeted:</b>                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Timeline:</b><br><del>03/21/2023 SS Discussion</del><br>03/28/2023 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:**

MOTION to adopt **AB23-0664** - a motion approving Resolution 23-0664 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

#### **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. 23-0664**

### **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 28<sup>TH</sup> DAY OF MARCH 2023**

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Daryl Eiding, Mayor

**ATTEST:**

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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

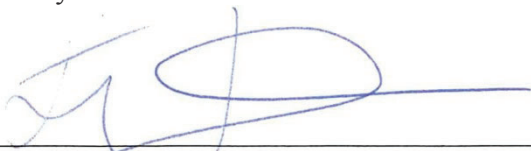


(15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

- 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

|                                                                                                                                                       |                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br><b>AB23-0666</b> - a motion approving Resolution 23-0666 awarding the contract for building evaluations to Osborn Architects, Inc. | <b>Agenda Item #:</b> 4.F                                                                                                                                                                      |
|                                                                                                                                                       | <b>For Agenda of:</b> 3/28/2023                                                                                                                                                                |
|                                                                                                                                                       | <b>Prepared by:</b> Jeremy Metzler                                                                                                                                                             |
| <b>Attachments (list):</b><br>1. RESOLUTION 23-0666 Building Evaluations<br>2. Edgewood PSA OAI signed<br>3. Exhibit A                                |                                                                                                                                                                                                |
| <b>Approval of Materials:</b><br>Jeremy Metzler<br>Rachel Pitzel, City Clerk/HR<br>Director<br>Dave Gray<br>Daryl Eidinger                            | <b>Expenditure Required:</b><br>\$15,000<br><br><b>Amount Budgeted:</b><br>Up to \$55,000 (CIP #P-4 or Parks Professional Services)<br><br><b>Timeline:</b><br>03/21/2023 SS<br>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 Nature 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 and selected the lowest responsive bidder, Osborn Architects, Inc. (OAI). Attached for Council's action is a resolution authorizing the attached professional services agreement.

**Item History:**

N/A

**Recommended Action:**

Hold a discussion and provide staff guidance regarding **AB23-0666** - a motion approving Resolution 23-0666 awarding the contract for building evaluations to Osborn Architects, Inc.

**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.

**RESOLUTION NO. 23-0666**

**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 28<sup>TH</sup> DAY OF MARCH, 2023**

\_\_\_\_\_  
Daryl Eiding, Mayor

**ATTEST:**

\_\_\_\_\_  
Rachel Pitzel, City Clerk



**Exhibit A**  
Professional Services Agreement

## CITY OF EDGEWOOD PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 28<sup>th</sup> 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 - 104<sup>th</sup> Avenue E.  
Edgewood, Washington 98372  
Contact: Mayor Daryl Eiding      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

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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:

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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 - 104<sup>th</sup> 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.

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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 104<sup>th</sup> 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 18<sup>th</sup> St E: Nelson Farm Park
    - Former residence – 1,308sf (1.5 stories), 624sf unfinished basement
    - Detached garage – 432sf
    - Barn – 912sf
  - o 2228 118<sup>th</sup> Ave E: Nelson Farm Park
    - Detached garage – 780sf
  - o 2224 104<sup>th</sup> Ave E: City Hall Campus
    - Historic Barn – 1,400sf
  - o 10105 24<sup>th</sup> 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     |
|-----------------------------------------------------|--|--|--|--|---------|---------|---------|-------|----------|-----------|
| <b>1.0 Administrative Costs</b>                     |  |  |  |  |         |         |         |       |          | <b>4</b>  |
| 1.1 Contract start-up                               |  |  |  |  | 2       |         |         | 2     | 4        |           |
| Sub-totals Hours                                    |  |  |  |  | 2       | 0       | 0       | 2     |          |           |
| Sub-total Costs                                     |  |  |  |  | \$390   | \$0     | \$0     | \$220 |          | \$610     |
| <b>2.0 Facility Condition Survey</b>                |  |  |  |  |         |         |         |       |          | <b>88</b> |
| 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  |
| <b>3.0 Construction Administration</b>              |  |  |  |  |         |         |         |       |          | <b>0</b>  |
| 3.1                                                 |  |  |  |  |         |         |         |       | 0        |           |
| 3.2                                                 |  |  |  |  |         |         |         |       | 0        |           |
| Sub-totals Hours                                    |  |  |  |  | 0       | 0       | 0       | 0     |          |           |
| Sub-total Costs                                     |  |  |  |  | \$0     | \$0     | \$0     | \$0   |          | \$0       |
| <b>4.0 Project Closeout Phase</b>                   |  |  |  |  |         |         |         |       |          | <b>0</b>  |
| 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<br>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 |
|--------------------------|-------------------------------------|---|---|---|---|---|-----|------------------------------|
| <b>A - GENERAL SITE</b>  |                                     |   |   |   |   |   |     |                              |
| <b>Parking Lots</b>      |                                     |   |   |   |   |   |     |                              |
| 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:                              |   |   |   |   |   |     |                              |
| <b>ADA/Accessibility</b> |                                     |   |   |   |   |   |     |                              |
| 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               |   |   |   |   |   |     |                              |
| <b>Site Access</b>       |                                     |   |   |   |   |   |     |                              |
| a3.1                     | Emergency Vehicle Access            |   |   |   |   |   |     |                              |
| a3.2                     | Park Access Roads                   |   |   |   |   |   |     |                              |
| a3.3                     | Removable Bollards                  |   |   |   |   |   |     |                              |
| a3.4                     | Access Restrictions, Signage        |   |   |   |   |   |     |                              |
| a3.5                     | Other:                              |   |   |   |   |   |     |                              |
| <b>Site Security</b>     |                                     |   |   |   |   |   |     |                              |

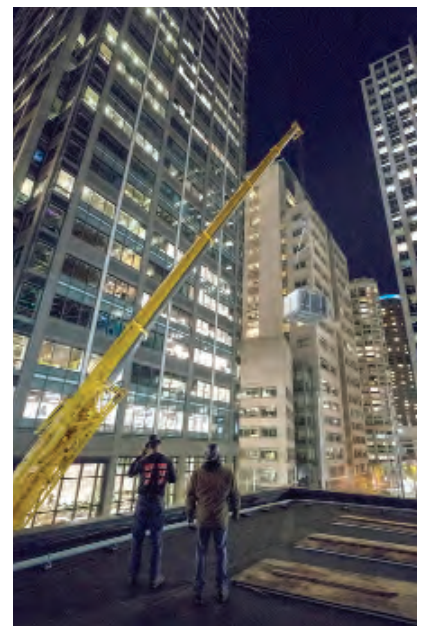


The ASTM E2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process (ASTM E2018-15 Standard) is considered the industry standard for baseline FCA's. It outlines the purpose and scope of an FCA, including walk-through surveys, document reviews, and interviews, 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

|                                                                                                                                                                                                         |                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br><b>AB23-0667</b> - a motion approving Resolution 23-0667 authorizing the Mayor to enter into a first amendment to the agreement with SS Landscaping Services dated November 28, 2022 | <b>Agenda Item #:</b> 4.G                                                                                                                             |
|                                                                                                                                                                                                         | <b>For Agenda of:</b> 3/28/2023                                                                                                                       |
|                                                                                                                                                                                                         | <b>Prepared by:</b> Jeremy Metzler                                                                                                                    |
| <b>Attachments (list):</b><br>1. Resolution No. 23-0667 - SS Landscaping First Amendment<br>2. FIRST AMENDMENT - SS Landscaping                                                                         |                                                                                                                                                       |
| <b>Approval of Materials:</b><br>Jeremy Metzler<br>Rachel Pitzel, City Clerk/HR<br>Director<br>Dave Gray<br>Daryl Eidinger                                                                              | <b>Expenditure Required:</b><br>\$30,670.70 (plus tax)<br><b>Amount Budgeted:</b><br>\$100,000<br><b>Timeline:</b><br>03/21/2023-SS<br>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 action is a Resolution authorizing the First Amendment to the agreement.

In response to Council conversation at the study session, the standard language in Exhibit B states "private wage, unless specifically stated otherwise." The first line item on page 1 of Exhibit B confirms this is indeed a prevailing wage contract, stating "Labor - 2 Person Crew - Prevailing Wage".

### Item History:

N/A

### Recommended Action:

Hold a discussion and provide staff guidance regarding **AB23-0667** - a motion approving Resolution 23-0667 authorizing the Mayor to enter into a first amendment to the agreement with SS Landscaping Services dated November 28,

**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. 23-0667**

**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 28<sup>th</sup> 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.

**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 28<sup>th</sup> day of March, 2023.

CITY OF EDGEWOOD

CONTRACTOR

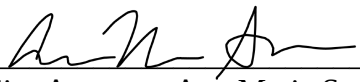
By: \_\_\_\_\_  
Printed Name: Daryl Eidinger  
Its: Mayor  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Printed Name: Michael Watt  
Its: Business Development Manager  
Date: March 16, 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:<br>Evergreen Euonymus<br>Hebe Wiri Blush<br>Deciduous Azalea<br>Dwarf European Cranberry Bush              | 78   |
| Medium / Small shrubs                   | 2 gallon shrubs:<br>Flowering Quincy<br>Escallonia Compakta<br>Dwarf Fothergilla<br>Blue Oat Grass<br>Dwarf Mountain Laurel | 29   |
| Small shrubs                            | 1 gallon shrubs:<br>Berberis<br>Cornus Kelseyi<br>Nandina Domestica<br>Dwarf Fountain Grass<br>Shrubby Cinquefoil           | 78   |
| Ground cover                            | 400 1 gallon:<br>Kinnikinnick<br>Oakwood Cotoneaster<br>Beach Strawberry<br>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:

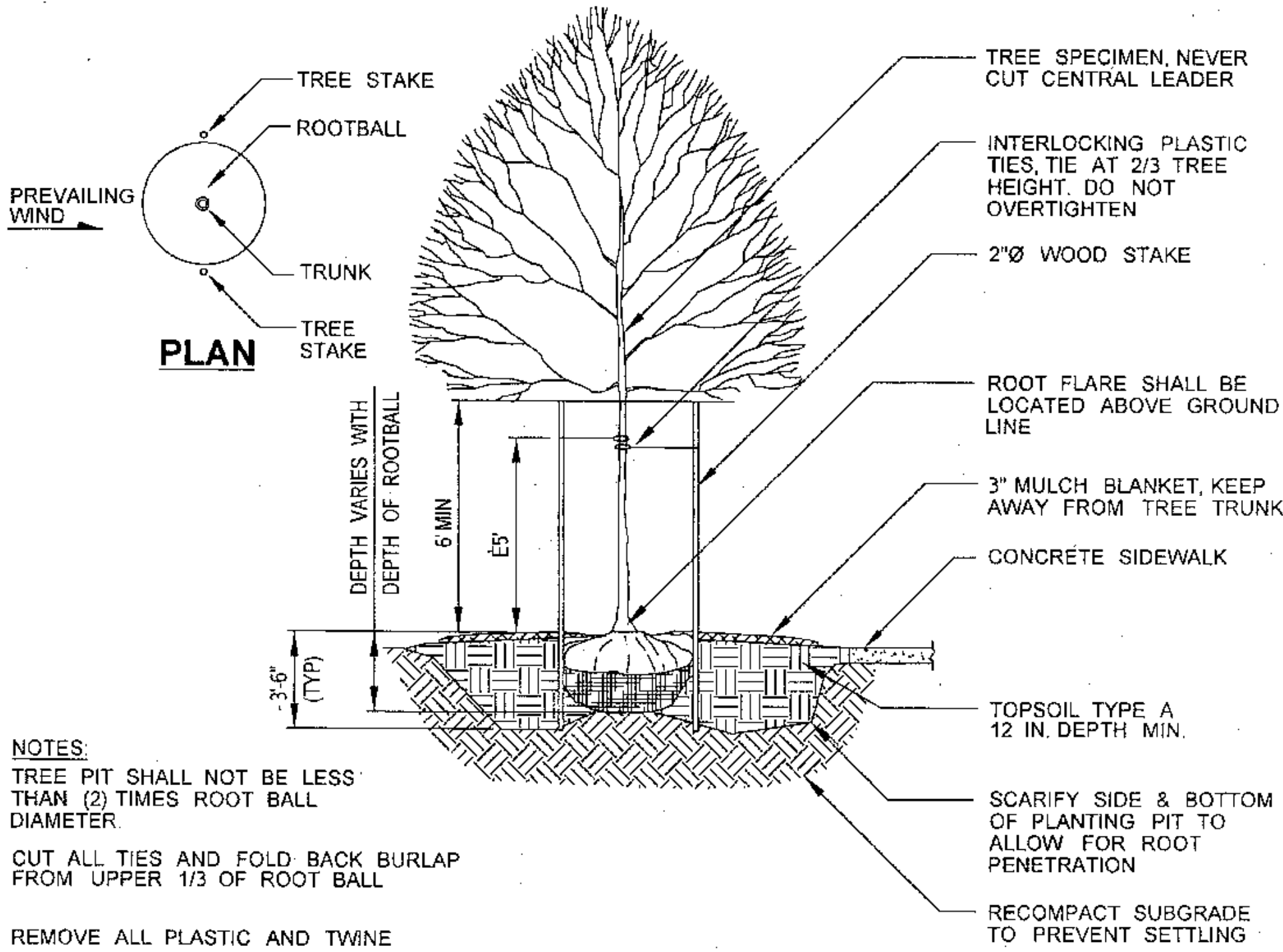
1. Unless an item is specifically addressed and discussed in the above "PRODUCT/SERVICE", it should be assumed that it is not included in the scope of work.
2. Clean up and pressure washing limited to scope affected areas.
3. Plant material availability not guaranteed.
4. Additional maintenance and protection 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.

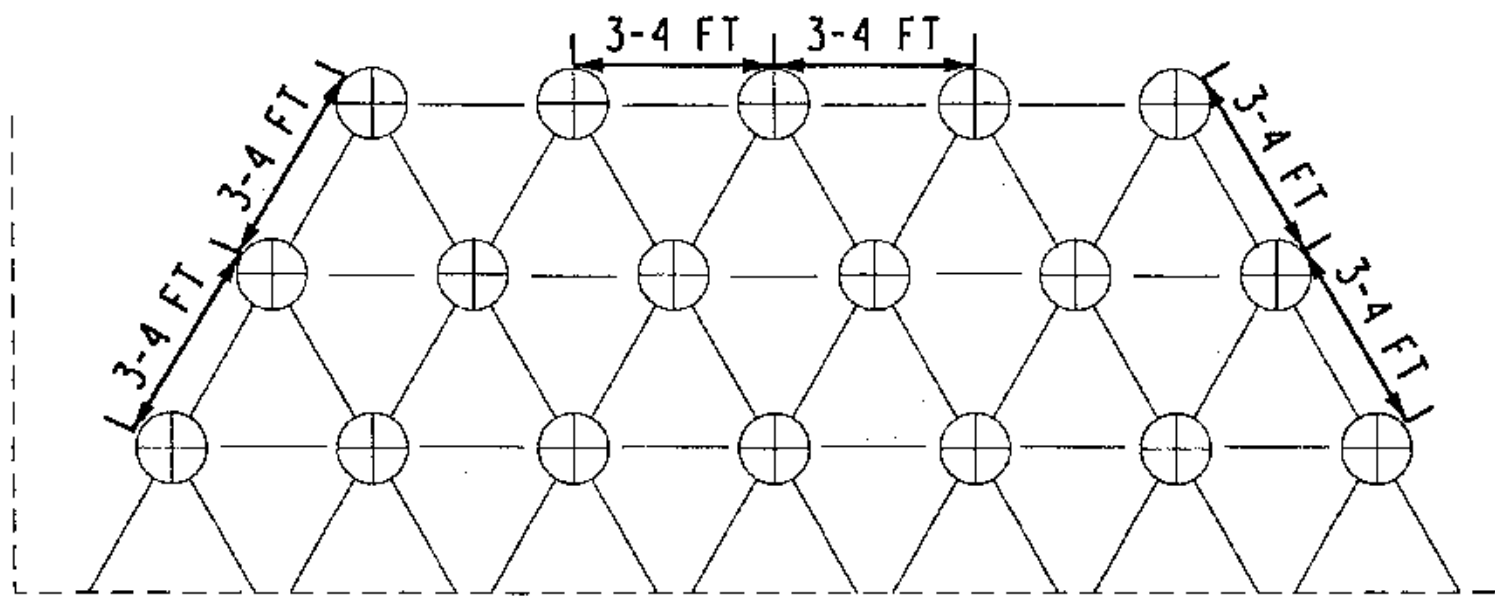
|                                                                                   | SYMBOL | BOTANICAL NAME                           | COMMON NAME                   | QTY | SIZE                       | REMARKS                |
|-----------------------------------------------------------------------------------|--------|------------------------------------------|-------------------------------|-----|----------------------------|------------------------|
| STREET TREES                                                                      | T1     | ACER RUBRUM 'SCARSEN'                    | SCARLET SENTINEL MAPLE        | 56  | 2 1/2" CAL.<br>12'-14' HT. | B & B                  |
|                                                                                   | T2     | ULMUS WILSONIANA 'PROSPECTOR'            | PROSPECTOR ELM                | 28  | 2 1/2" CAL.<br>12'-14' HT. | B & B                  |
|                                                                                   | T3     | ZELKOVA SERRATA 'GREENVASE'              | GREENVASE ZELKOVA             | 10  | 2 1/2" CAL.<br>12'-14' HT. | B & B                  |
| ACCENT TREES                                                                      | T5     | ACER GRISEUUM                            | 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.<br>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 -<br>ALTERNATE<br>PLANT TYPES<br>AND INSTALL<br>IN GROUPS<br>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.

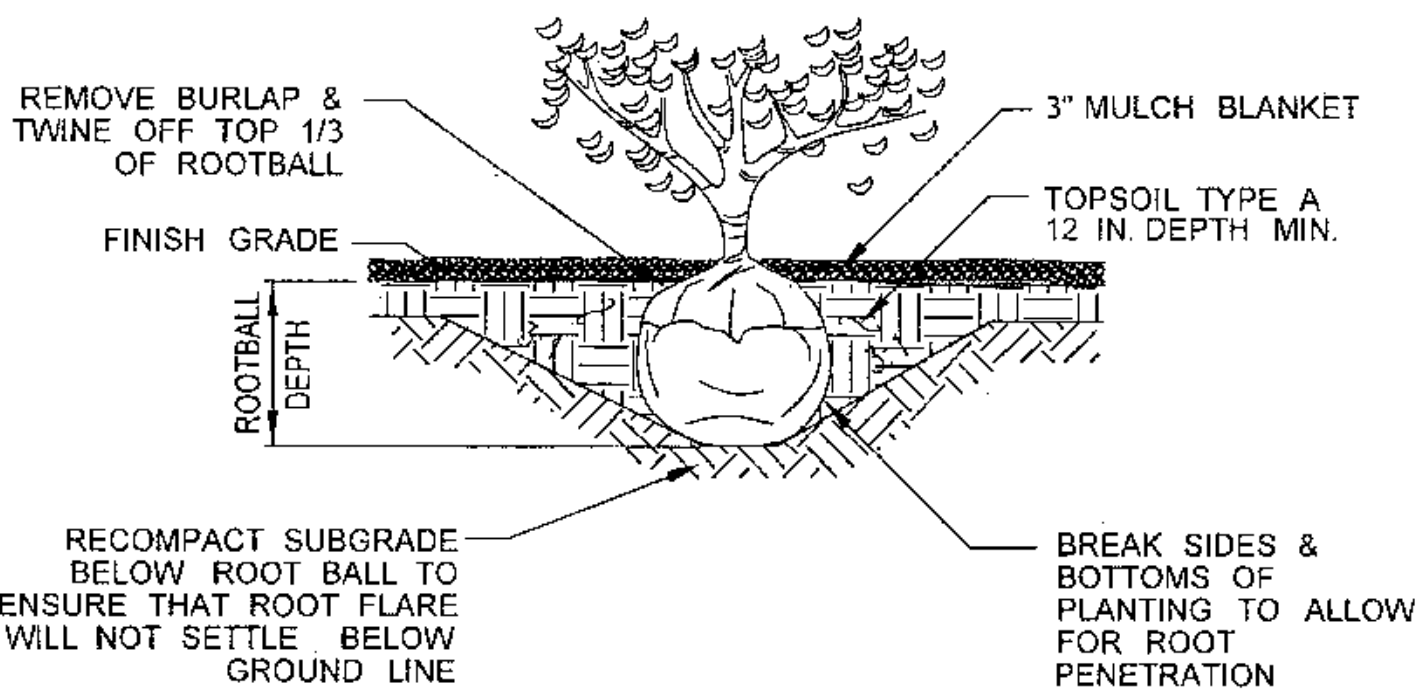


TYPICAL TREE PLANTING DETAIL



STANDARD PLANTING LAYOUT

NOT TO SCALE



SHRUB/GROUND COVER PLANTING DETAIL

NOT TO SCALE

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         |

FOR "AS CONSTRUCTED PLANS" ONLY

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".

KPG

753 9th Avenue N.  
Seattle, WA 98109  
(206) 286-1640  
www.kpg.com

1117 Broadway  
Suite 501  
Tacoma, WA 98402  
(253) 627-0720

|                    |                                                                                  |
|--------------------|----------------------------------------------------------------------------------|
| FILE NAME          | L:\6\24th St E to Milton Way - Widening\XL 243\CAD\PS&ESheets\SR16\LS_SH_KPG.dgn |
| TIME               | 10:52:29 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               |                                                                                  |
| BY                 |                                                                                  |
| REGION NO.         | 10                                                                               |
| STATE              | WASH                                                                             |
| FED. AID PROJ. NO. | CM-0161 (029)                                                                    |
| JOB NUMBER         | 11C516                                                                           |
| CONTRACT NO.       | 8199                                                                             |
| LOCATION NO.       | XL2431                                                                           |



STATE OF WASHINGTON  
REGISTERED LANDSCAPE ARCHITECT  
EDWARD J. WINKLEY  
CERTIFICATE NO. 985

P.E. STAMP BOX



Washington State  
Department of Transportation

SR161  
24TH ST. E. TO MILTON WAY  
WIDENING

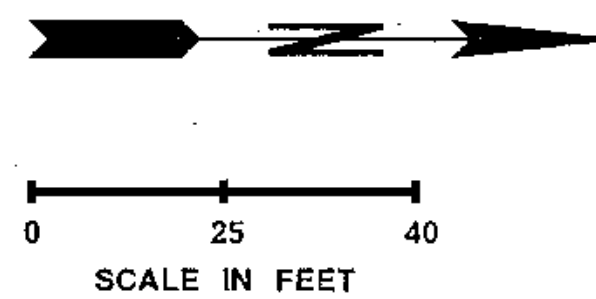
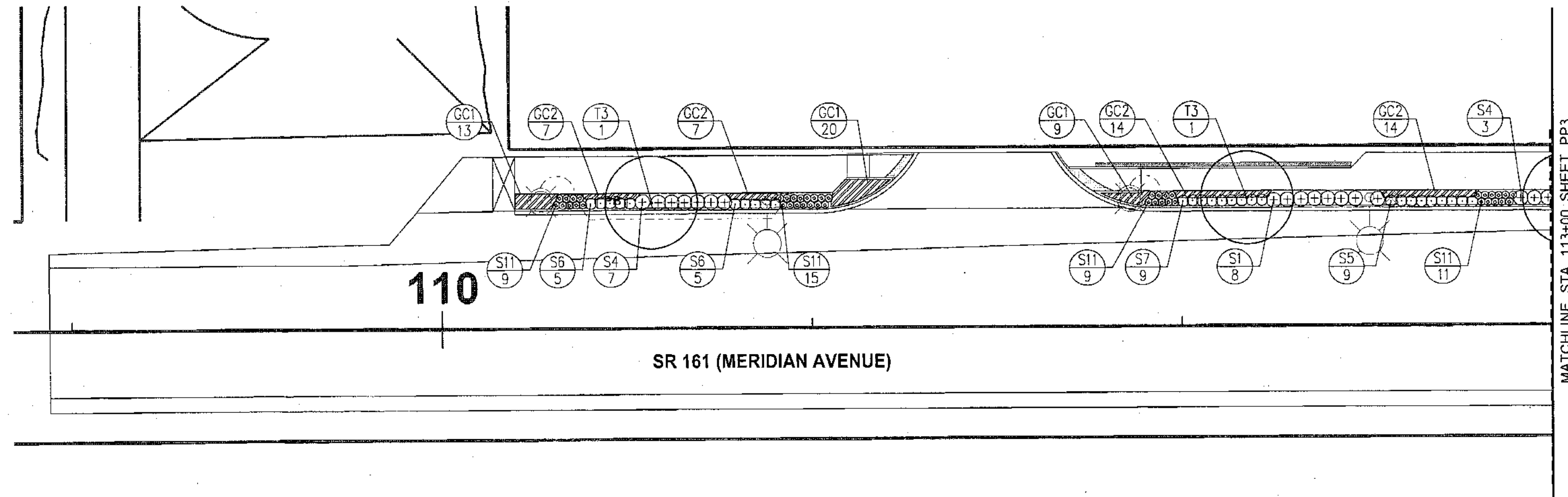
STREETSCAPE PLANTING PLAN

Plot 1

PLAN REF NO.  
PP1

SHEET  
278  
OF  
533  
SHEETS





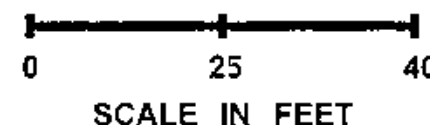
SEE SHEET PP1 FOR  
PLANT SCHEDULE, DETAILS,  
AND GENERAL NOTES

FOR "AS CONSTRUCTED  
PLANS" ONLY

**KPG**  
753 9th Avenue N  
Seattle, WA 98109  
(206) 266-1640  
www.kpg.com  
1117 Broadway  
Suite 501  
Tacoma, WA 98402  
(253) 627-0720

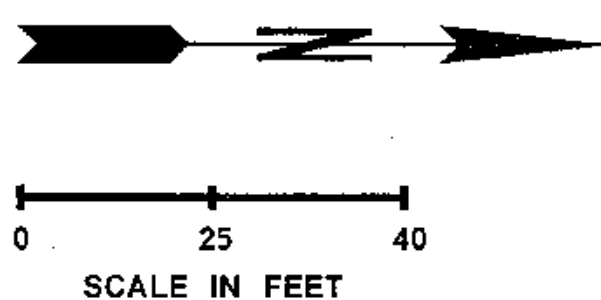
|                                                                                              |                 |                    |                          |                      |                       |                       |                         |                   |                     |                                                                                                                                                                                            |  |                                                                                                                                           |  |                                                                             |  |                  |  |
|----------------------------------------------------------------------------------------------|-----------------|--------------------|--------------------------|----------------------|-----------------------|-----------------------|-------------------------|-------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------|--|------------------|--|
| 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.  |                     | <br>STATE OF WASHINGTON<br>REGISTERED LANDSCAPE ARCHITECT<br>EDWARD J. WINKLEY<br>CERTIFICATE NO. 985 |  | <br>Washington State<br>Department of Transportation |  | SR161<br>24TH ST. E. TO MILTON WAY<br>WIDENING<br>STREETScape PLANTING PLAN |  | Plot 2           |  |
| TIME 10:52:31 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 | CONTRACT NO. 8199 | LOCATION NO. XL2431 |                                                                                                                                                                                            |  |                                                                                                                                           |  |                                                                             |  | PLAN REF NO. PP2 |  |
| REVISION                                                                                     |                 |                    |                          |                      |                       |                       |                         | DATE              | BY                  | <br>P.E. STAMP BOX                                                                                    |  | SHEET 279 OF 533 SHEETS                                                                                                                   |  |                                                                             |  |                  |  |





|                   |                  |
|-------------------|------------------|
| 753 9th Avenue N  | 1117 Broadway    |
| Seattle, WA 98109 | Suite 501        |
| (206) 286-1640    | Tacoma, WA 98402 |
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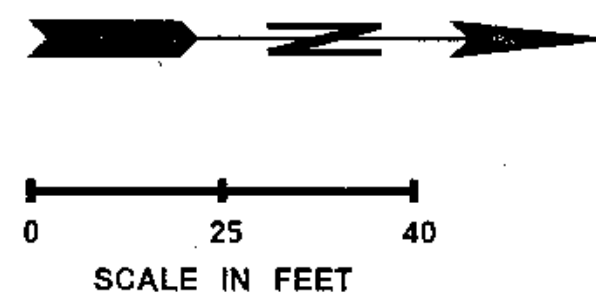
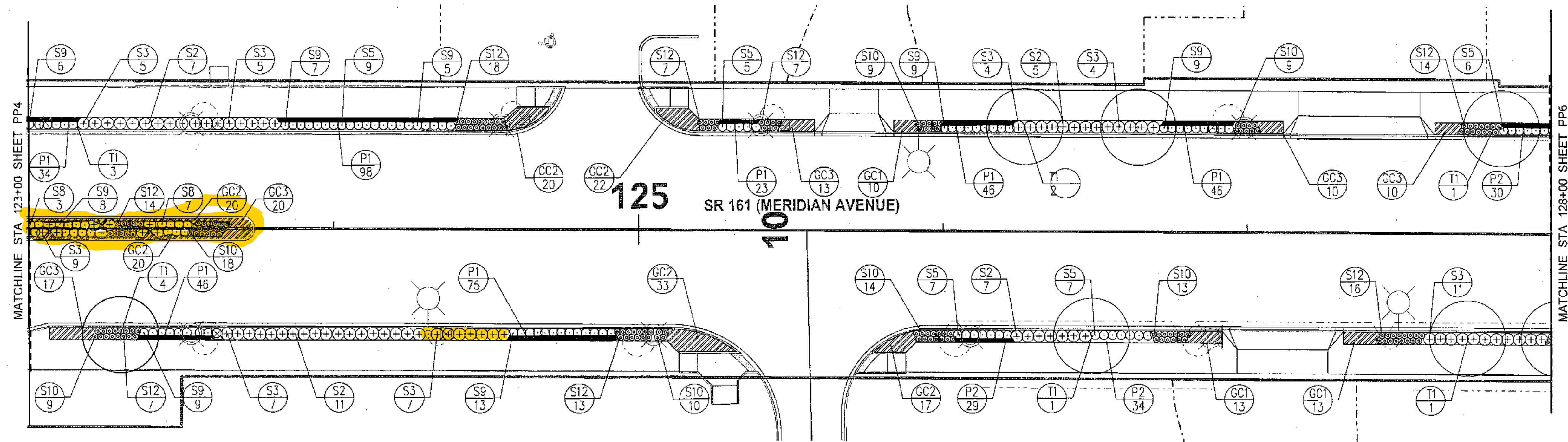


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|                                                                                              |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| FILE NAME L:\N16\24th St E to Milton Way - Widening\XL 243\CAD\PS&ESheets\SR16\LS.SH.KPG.dgn |  |  |  |  |  |  |  |  |  | REGION NO. STATE |  |  |  |  |  |  |  |  |  | FED.AID PROJ.NO. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | SR161                                                                                 |  |  |  |  |  |  |  |  |  | Plot 4                  |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TIME 10:52:33 AM                                                                             |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  | 10 WASH          |  |  |  |  |  |  |  |  |  | 0M-0161(029)                                                                          |  |  |  |  |  |  |  |  |  | STATE OF WASHINGTON<br>REGISTERED LANDSCAPE ARCHITECT                                 |  |  |  |  |  |  |  |  |  | Washington State                                                                      |  |  |  |  |  |  |  |  |  | 24TH ST.E.TO MILTON WAY |  |  |  |  |  |  |  |  |  | PLAN REF NO |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| DATE 12/27/2010                                                                              |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  | EDWARD J. WINKLEY<br>CERTIFICATE NO. 985                                              |  |  |  |  |  |  |  |  |  | Department of Transportation                                                          |  |  |  |  |  |  |  |  |  | WIDENING                |  |  |  |  |  |  |  |  |  | PP4         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PLOTTED BY FrettsL                                                                           |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| DESIGNED BY E. MARTENSON                                                                     |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ENTERED BY L. FREITTS                                                                        |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| CHECKED BY E. WINKLEY                                                                        |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PROJ. ENGR. B. ELLIOT                                                                        |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| REGIONAL ADM. K. DAYTON                                                                      |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| REVISION                                                                                     |  |  |  |  |  |  |  |  |  | DATE             |  |  |  |  |  |  |  |  |  | BY               |  |  |  |  |  |  |  |  |  | 8199                                                                                  |  |  |  |  |  |  |  |  |  | LOCATION NO.                                                                          |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                         |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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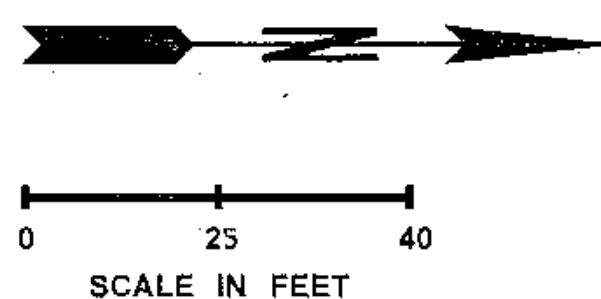
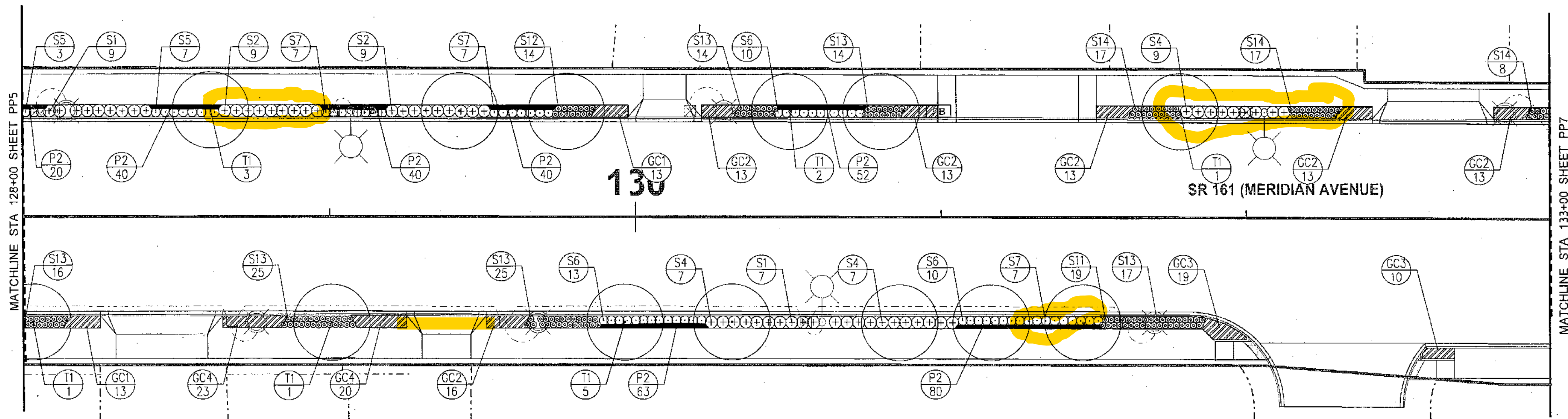
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| TIME 10:52:34 AM                                                                            | DATE 12/27/2010       | PLOTTED BY FrettsL    | DESIGNED BY E. MARTENSON | 10                | WASH              |                     |                                                                                                                                                                                            |                                                                                       |                                                                     |                                                   |
| ENTERED BY L. FRETTS                                                                        | CHECKED BY E. WINKLEY | PROJ. ENGR. B. ELLIOT | REGIONAL ADM. K. DAYTON  | JOB NUMBER 11C516 | CONTRACT NO. 8199 | LOCATION NO. XL2431 | STATE OF WASHINGTON<br>REGISTERED LANDSCAPE ARCHITECT<br>EDWARD J. WINKLEY<br>CERTIFICATE NO. 985<br> | Washington State<br>Department of Transportation                                      | <b>STREETSCAPE PLANTING PLAN</b>                                    | SHEET<br><b>282</b><br>OF<br><b>533</b><br>SHEETS |
| REVISION                                                                                    |                       |                       |                          | DATE              | BY                |                     | 12/27/10<br>DATE<br>P.E. STAMP BOX                                                                                                                                                         |                                                                                       |                                                                     |                                                   |





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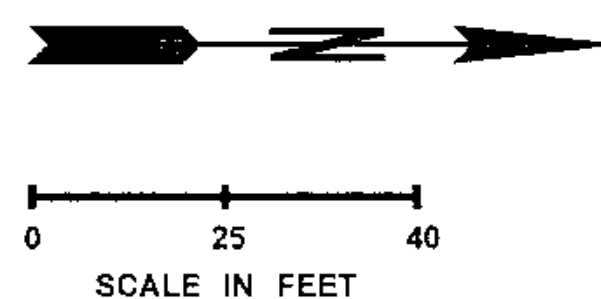
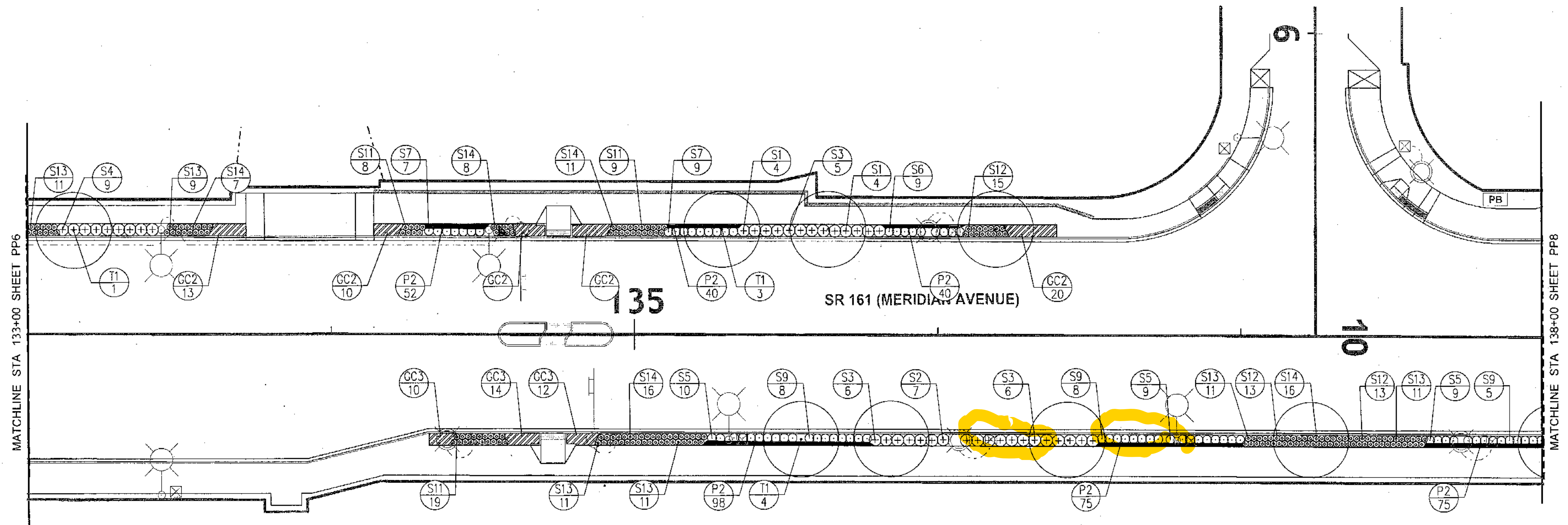
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| TIME 10:52:36 AM                                                                             |  |  |  | JOB NUMBER 11C516        |  | LOCATION NO. XL2431 |  |                                                                                                                                                                                            |  |                                                                                                                                           |  | SHEET 283 OF 533 SHEETS                        |  |                              |  |
| DATE 12/27/2010                                                                              |  |  |  | CONTRACT NO. 8199        |  | DATE 12/27/10       |  | P.E. STAMP BOX                                                                                                                                                                             |  | STREETSCAPE PLANTING PLAN                                                                                                                 |  |                                                |  |                              |  |
| PLOTTED BY FrettsL                                                                           |  |  |  |                          |  |                     |  |                                                                                                                                                                                            |  |                                                                                                                                           |  |                                                |  |                              |  |
| DESIGNED BY E. MARTENSON                                                                     |  |  |  |                          |  |                     |  |                                                                                                                                                                                            |  |                                                                                                                                           |  |                                                |  |                              |  |
| ENTERED BY L. FRETTS                                                                         |  |  |  |                          |  |                     |  |                                                                                                                                                                                            |  |                                                                                                                                           |  |                                                |  |                              |  |
| CHECKED BY E. WINKLEY                                                                        |  |  |  |                          |  |                     |  |                                                                                                                                                                                            |  |                                                                                                                                           |  |                                                |  |                              |  |
| PROJ. ENGR. B. ELLIOT                                                                        |  |  |  |                          |  |                     |  |                                                                                                                                                                                            |  |                                                                                                                                           |  |                                                |  |                              |  |
| REGIONAL ADM. K. DAYTON                                                                      |  |  |  |                          |  |                     |  |                                                                                                                                                                                            |  |                                                                                                                                           |  |                                                |  |                              |  |
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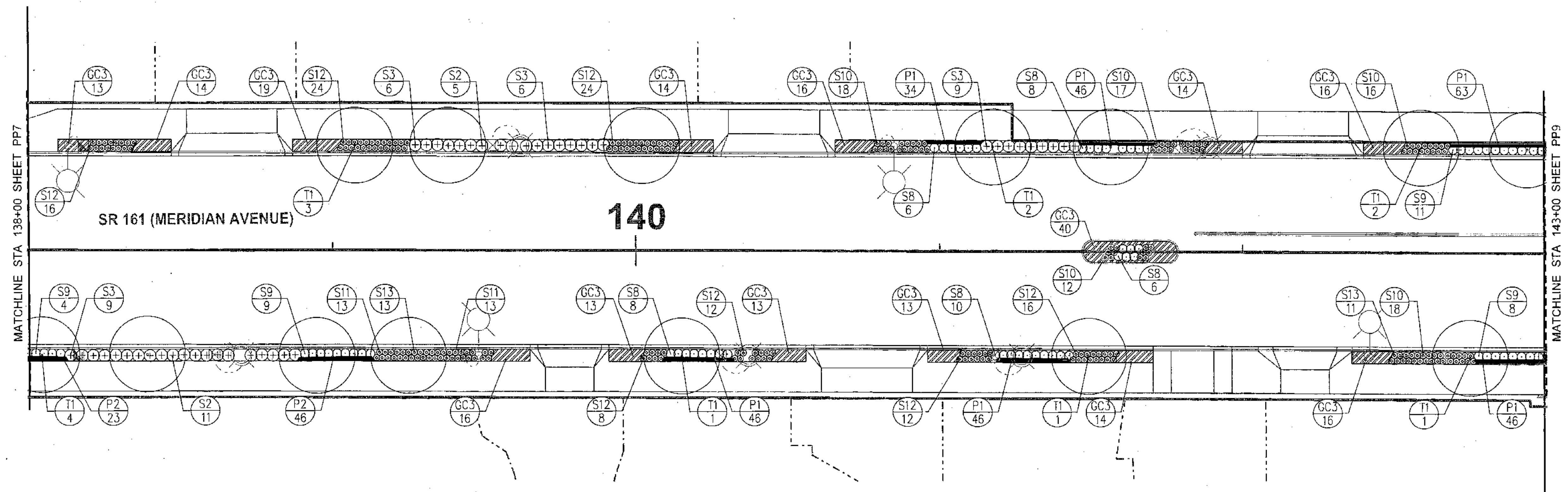
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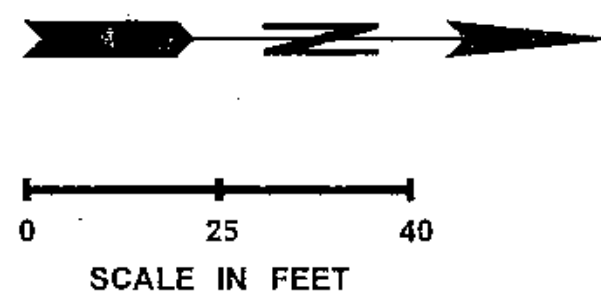
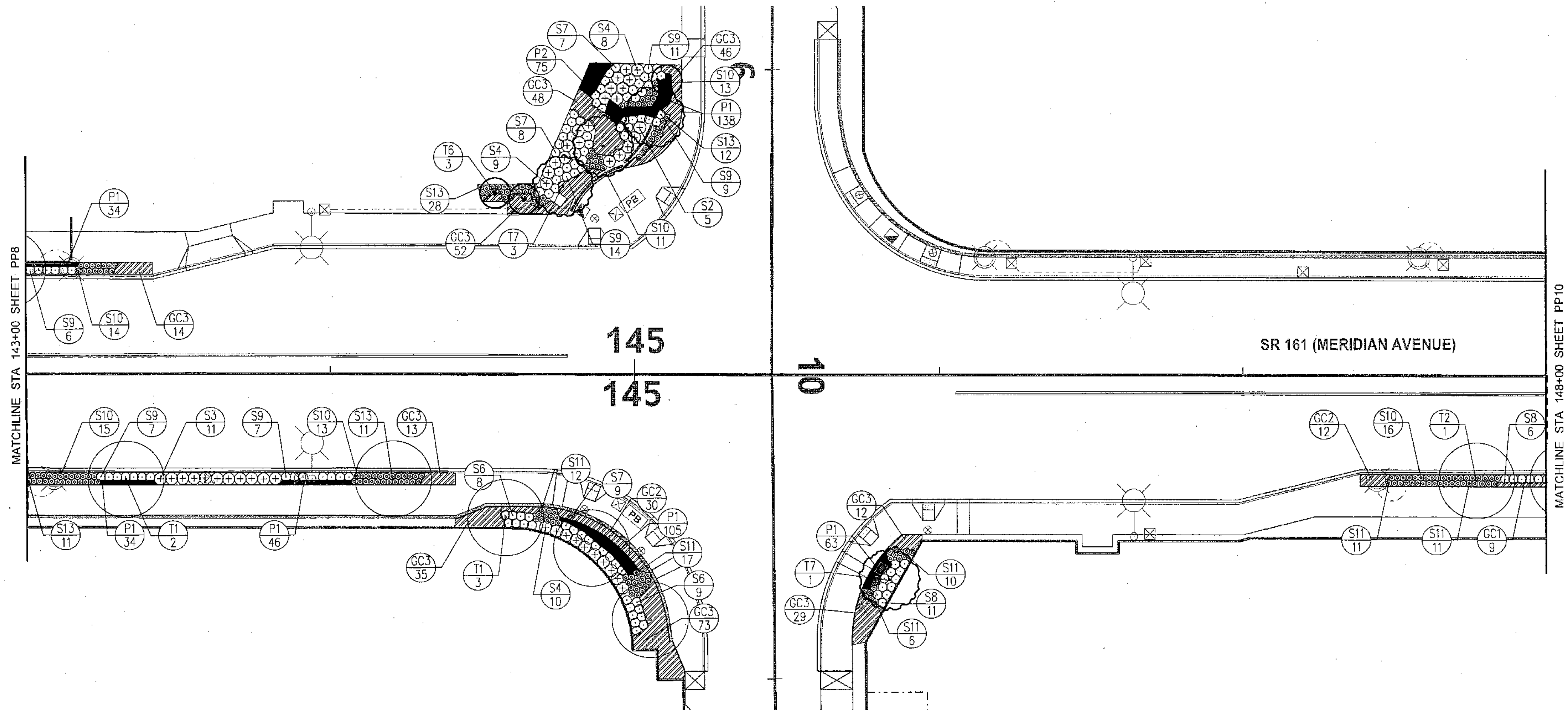
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| FILE NAME L:\161\24th St E to Milton Way - Widening\XL 243\CAD\PS&ESheets\SR161\LS.SH.KPG.dgn |          |  |      | REGION NO. STATE |        | FED.AID PROJ.NO. |  | <br>STATE OF WASHINGTON<br>REGISTERED LANDSCAPE ARCHITECT<br>EDWARD J. WINKLEY<br>CERTIFICATE NO. 985<br><br>P.E. STAMP BOX | <br>Washington State<br>Department of Transportation | SR161<br>24TH ST. E. TO MILTON WAY<br>WIDENING |  | Plot 7 |
| TIME 10:52:37 AM                                                                              |          |  |      | 10               | WASH   |                  |  |                                                                                                                                                                                                                                                                                                       |                                                                                                                                           | PLAN REF NO                                    |  | PP7    |
| DATE 12/27/2010                                                                               |          |  |      | JOB NUMBER       | 110516 |                  |  |                                                                                                                                                                                                                                                                                                       |                                                                                                                                           | SHEET                                          |  | 284    |
| DESIGNED BY E. MARTENSON                                                                      |          |  |      | CONTRACT NO.     | 8/99   |                  |  |                                                                                                                                                                                                                                                                                                       |                                                                                                                                           | OF                                             |  | 533    |
| ENTERED BY L. FRETTS                                                                          |          |  |      |                  |        |                  |  |                                                                                                                                                                                                                                                                                                       |                                                                                                                                           | STREETSCAPE PLANTING PLAN                      |  | SHEETS |
| CHECKED BY E. WINKLEY                                                                         |          |  |      |                  |        |                  |  |                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                |  |        |
| PROJ. ENGR. B. ELLIOT                                                                         |          |  |      |                  |        |                  |  |                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                |  |        |
| REGIONAL ADM. K. DAYTON                                                                       |          |  |      |                  |        |                  |  |                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                |  |        |
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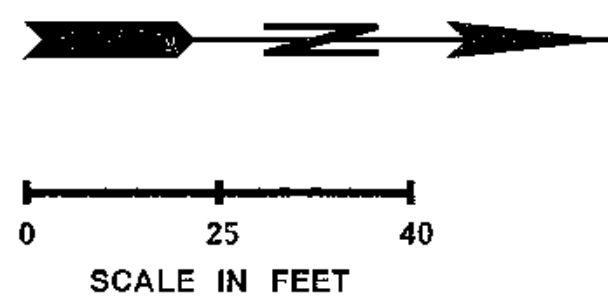
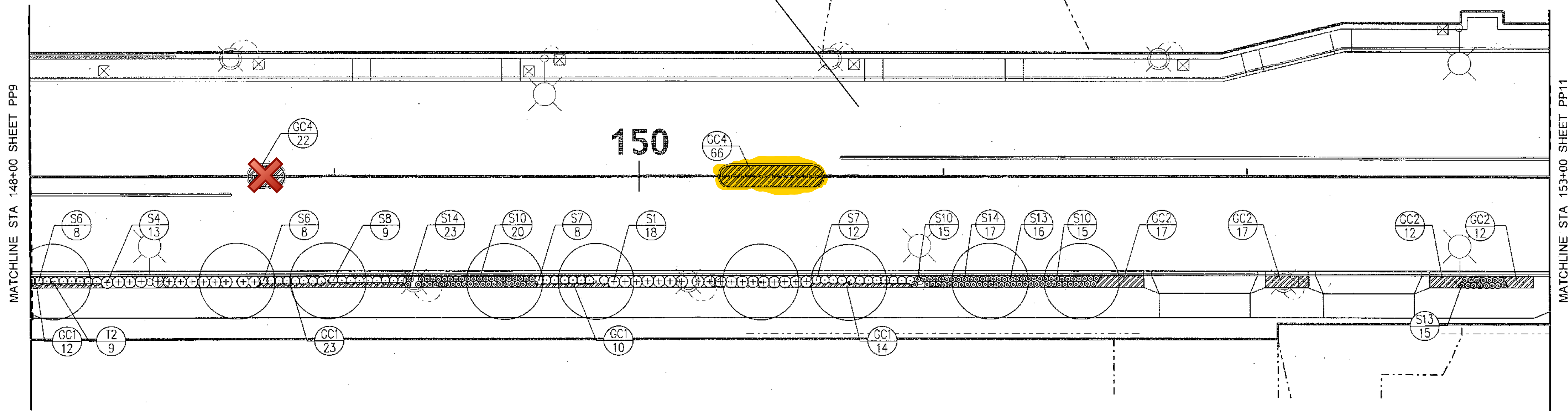
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| TIME 10:52:39 AM                                                                             | DATE 12/27/2010 | PLOTTED BY FrettsL | DESIGNED BY E. MARTENSON | ENTERED BY L. FRETTS | CHECKED BY E. WINKLEY | PROJ. ENGR. B. ELLIOT                                                                                                                                                                      | REGIONAL ADM. K. DAYTON                                                                                                                   | PLAN REF NO                                    |  | PP9    |
| REVISION                                                                                     |                 |                    |                          | DATE                 | BY                    | 8/99                                                                                                                                                                                       | XL2431                                                                                                                                    | SHEET                                          |  | 286    |
|                                                                                              |                 |                    |                          |                      |                       |                                                                                                                                                                                            |                                                                                                                                           | OF                                             |  | 533    |
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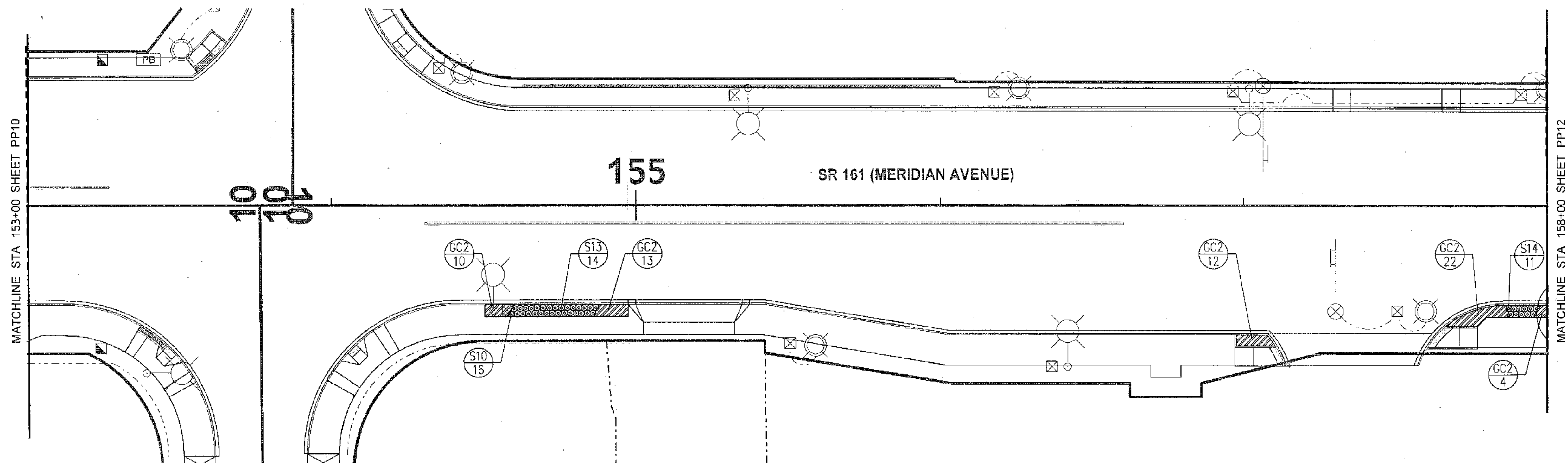
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| FILE NAME L:\161\24th St E to Milton Way - Widening\XL 243\CAD\PS&ESheets\SR161\LS.SH.KPG.dgn |          |  |                   | REGION NO. STATE |              | FED.AID PROJ.NO. |                         | <br>STATE OF WASHINGTON<br>REGISTERED LANDSCAPE ARCHITECT<br>EDWARD J. WINKLEY<br>CERTIFICATE NO. 985<br><br><br>12/27/10<br>P.E. STAMP BOX | <br>Washington State<br>Department of Transportation | SR161<br>24TH ST. E. TO MILTON WAY<br>WIDENING<br><br>STREETSCAPE PLANTING PLAN | Plot 10 |
| TIME 10:52:40 AM                                                                              |          |  | 10                | WASH             | CM-0161(029) |                  | PLAN REF NO             |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                                                 |         |
| DATE 12/27/2010                                                                               |          |  | JOB NUMBER 11C516 |                  | LOCATION NO. |                  | PP10                    |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                                                 |         |
| DESIGNED BY E. MARTENSON                                                                      |          |  | CONTRACT NO. 8199 |                  | XL2431       |                  | SHEET 287 OF 533 SHEETS |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                                                 |         |
| ENTERED BY L. FRETTS                                                                          |          |  |                   |                  |              |                  |                         |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                                                 |         |
| CHECKED BY E. WINKLEY                                                                         |          |  |                   |                  |              |                  |                         |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                                                 |         |
| PROJ. ENGR. B. ELLIOT                                                                         |          |  |                   |                  |              |                  |                         |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                                                 |         |
| REGIONAL ADM. K. DAYTON                                                                       |          |  |                   |                  |              |                  |                         |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                                                 |         |
|                                                                                               | REVISION |  | DATE              | BY               |              |                  |                         |                                                                                                                                                                                                                                                                                                                       |                                                                                                                                           |                                                                                 |         |





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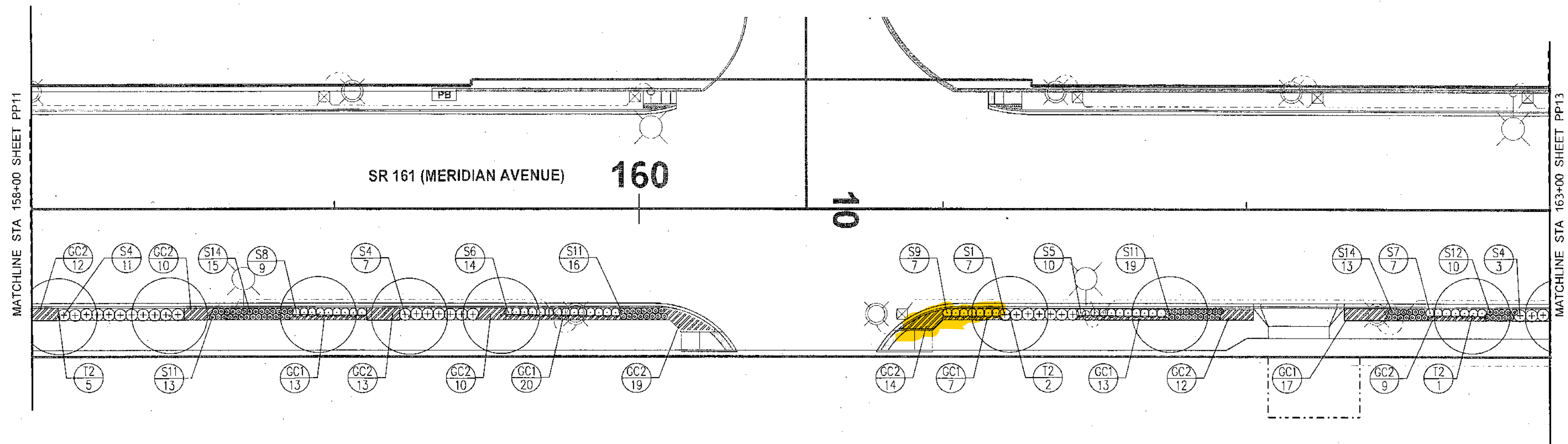
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| TIME                                                                                        | 10:52:41 AM  |  |  |      | 10           | WASH   | CM-0161 (029) |  | PLAN REF NO.                        | PP11             |  |                  |  |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |       |  |         |
| DATE                                                                                        | 12/27/2010   |  |  |      | JOB NUMBER   | 110516 | LOCATION NO.  |  | SHEET<br>288<br>OF<br>533<br>SHEETS |                  |  |                  |  |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |       |  |         |
| PLOTTED BY                                                                                  | FrettsL      |  |  |      | CONTRACT NO. | 8199   | XL2431        |  |                                     |                  |  |                  |  |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |       |  |         |
| DESIGNED BY                                                                                 | E. MARTENSON |  |  |      |              |        |               |  |                                     |                  |  |                  |  |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |       |  |         |
| ENTERED BY                                                                                  | L. FRETTS    |  |  |      |              |        |               |  |                                     |                  |  |                  |  |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |       |  |         |
| CHECKED BY                                                                                  | E. WINKLEY   |  |  |      |              |        |               |  |                                     |                  |  |                  |  |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |       |  |         |
| PROJ. ENGR.                                                                                 | B. ELLIOT    |  |  |      |              |        |               |  |                                     |                  |  |                  |  |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |       |  |         |
| REGIONAL ADM.                                                                               | K. DAYTON    |  |  |      |              |        |               |  |                                     |                  |  |                  |  |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |       |  |         |
| REVISION                                                                                    |              |  |  | DATE |              | BY     |               |  |                                     |                  |  |                  |  |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                           |       |  |         |





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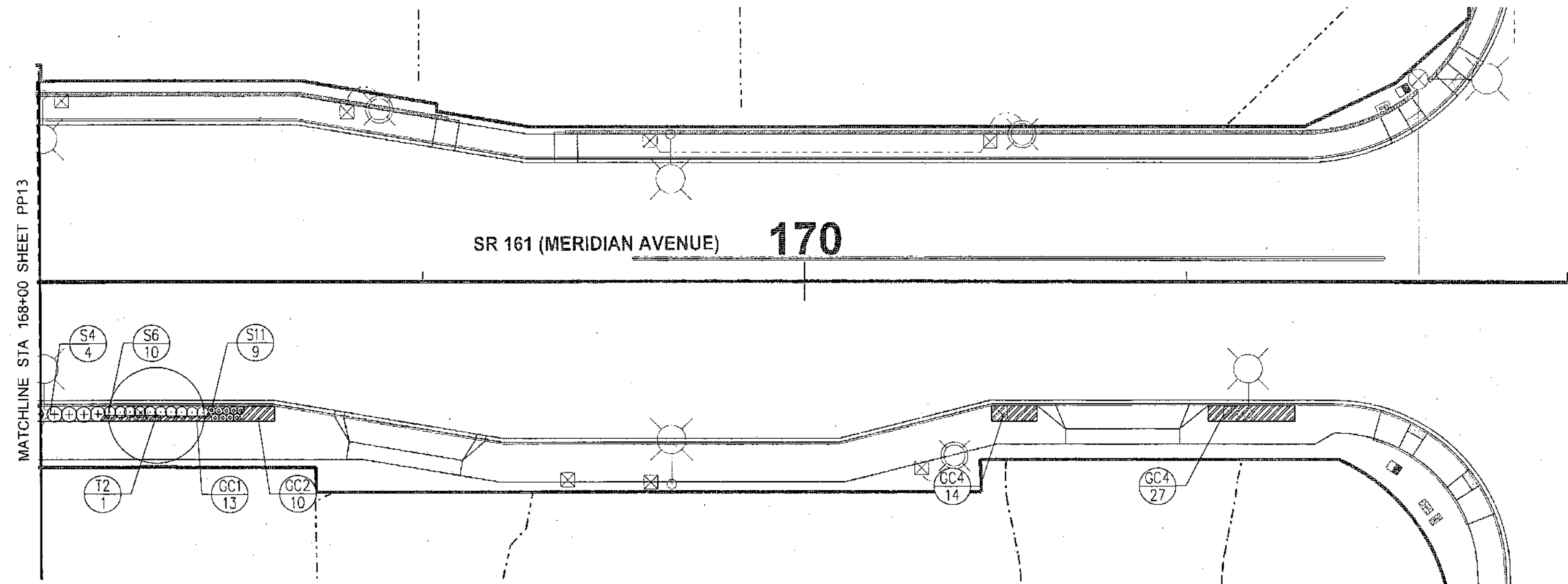
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| TIME 10:52:42 AM                                                                             |  |  |  | 10                | WASH | CM-0161 (029)     | LOCATION NO.<br>XL2431 |                                                                                                                                                                                            |                                                                                                                                           |                                                                                 |  | PLAN REF NO |  |  |  |  |  |
| DATE 12/27/2010                                                                              |  |  |  |                   |      |                   |                        |                                                                                                                                                                                            |                                                                                                                                           |                                                                                 |  | SHEET 289   |  |  |  |  |  |
| PLOTTED BY FrettsL                                                                           |  |  |  |                   |      |                   |                        |                                                                                                                                                                                            |                                                                                                                                           |                                                                                 |  | OF 533      |  |  |  |  |  |
| DESIGNED BY E. MARTENSON                                                                     |  |  |  | JOB NUMBER 11C516 |      | CONTRACT NO. 8199 |                        | <br>P.E. STAMP BOX                                                                                    | DATE 12/27/10                                                                                                                             |                                                                                 |  |             |  |  |  |  |  |
| ENTERED BY L. FRETTS                                                                         |  |  |  |                   |      |                   |                        |                                                                                                                                                                                            |                                                                                                                                           |                                                                                 |  |             |  |  |  |  |  |
| CHECKED BY E. WINKLEY                                                                        |  |  |  |                   |      |                   |                        |                                                                                                                                                                                            |                                                                                                                                           |                                                                                 |  |             |  |  |  |  |  |
| PROJ. ENGR. B. ELLIOT                                                                        |  |  |  |                   |      |                   |                        |                                                                                                                                                                                            |                                                                                                                                           |                                                                                 |  |             |  |  |  |  |  |
| REGIONAL ADM. K. DAYTON                                                                      |  |  |  | REVISION          |      | DATE              |                        |                                                                                                                                                                                            |                                                                                                                                           |                                                                                 |  |             |  |  |  |  |  |
|                                                                                              |  |  |  | BY                |      |                   |                        |                                                                                                                                                                                            |                                                                                                                                           |                                                                                 |  |             |  |  |  |  |  |









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| FILE NAME L:\16\24th St E to Milton Way - Widening\XL 243\CAD\PS&ESheets\SR161LS.SH.KPG.dgn |                 |                    |                          | REGION NO. STATE     |                       | FED.AID PROJ.NO.      |                         |  STATE OF WASHINGTON<br>REGISTERED LANDSCAPE ARCHITECT<br>EDWARD J. WINKLEY<br>CERTIFICATE NO. 985<br>12/25/10<br>P.E. STAMP BOX |  |  Washington State<br>Department of Transportation |  | SR161<br>24TH ST. E. TO MILTON WAY<br>WIDENING |      | Plot 14<br>PLAN REF NO<br>PP14 |                   |
| TIME 10:52:44 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 | BY                             | CONTRACT NO. 8199 |



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                               |                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br>AB23-0668 - a motion approving Resolution 23-0668 authorizing the Mayor to purchase up to seven hundred fifty thousand dollars of Government Securities as authorized by Chapter 39.59 RCW | <b>Agenda Item #:</b> 4.H                                                                                                      |
|                                                                                                                                                                                                               | <b>For Agenda of:</b> 3/28/2023                                                                                                |
|                                                                                                                                                                                                               | <b>Prepared by:</b> Dave Gray                                                                                                  |
| <b>Attachments (list):</b><br>1. RESOLUTION 23-0668 AUTHORIZING THE MAYOR TO PURCHASE UP TO SEVEN HUNDRED FIFTY THOUSAND DOLLARS OF GOVERNMENT SECURITIES                                                     |                                                                                                                                |
| <b>Approval of Materials:</b><br><br>Dave Gray<br>Rachel Pitzel, City Clerk/HR<br>Director<br>3/23/2023<br><br>Dave Gray<br>3/23/2023<br><br>Daryl Eidinger<br>3/23/2023                                      | <b>Expenditure Required:</b><br>Not to exceed \$750,000 in funding a repurchase.<br>Not an expenditure.                        |
|                                                                                                                                                                                                               | <b>Amount Budgeted:</b><br>\$1,600,000 total Strategic Fund allocated for fiscal year 2023.                                    |
|                                                                                                                                                                                                               | <b>Timeline:</b><br>Council review: Study Session 03/21/2023<br>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:

Approve the consent agenda containing the resolution authorizing the Mayor to purchase government bonds for the strategic reserve fund investment.

### Fiscal Note/Consideration:

No Expenditure.

**RESOLUTION NO. 23-0668**  
**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 28<sup>TH</sup> DAY OF MARCH, 2023**

\_\_\_\_\_  
Daryl Eiding, Mayor

**ATTEST:**

\_\_\_\_\_  
Rachel Pitzel, CMC  
City Clerk



## City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Subject:</b><br>AB23-007 – appointment to Position No. 1 of the Code Enforcement Board                                                                | <b>Agenda Item #:</b> 5.A           |
|                                                                                                                                                          | <b>For Agenda of:</b> 3/28/2023     |
|                                                                                                                                                          | <b>Prepared by:</b> John Fairbanks  |
| <b>Attachments (list):</b><br>1. CEB Public Roster_Current_Revised_12-28-2022<br>2. CEB Public Roster_Proposed                                           |                                     |
| <b>Approval of Materials:</b><br>John Fairbanks<br>Rachel Pitzel, City Clerk/HR<br>Director 3/21/2023<br>Dave Gray 3/22/2023<br>Daryl Eidinger 3/22/2023 | <b>Expenditure Required:</b><br>N/A |
|                                                                                                                                                          | <b>Amount Budgeted:</b><br>N/A      |
|                                                                                                                                                          | <b>Timeline:</b><br>03/21/2023 SS   |
|                                                                                                                                                          | 03/28/2023 RCM                      |

### Summary Statement:

In accordance with Edgewood Municipal Code (EMC) Section 2.33.020 for Code Enforcement Board (CEB) vacancies, City Council shall fill vacancies as stated in the Council Rules of Procedure. Per the Council Rules, once the applications are received, the City Council shall review and rank application packets. Should there be four or fewer applicants for any one position, however, all candidates shall be interviewed by the Council. In regard to this agenda item, we have one new applicant, CEB Position 1, Todd Phillips with a term expiring December 31, 2024. The application was provided under separate cover to City Council.

The City Council conducted an interview at the March 21, 2023 study session and Mayor is making a recommendation for his appointment of Todd Phillips, Position 1, to the Code Enforcement Board with a term expiring December 31, 2024.

### Item History:

03/21/2023 SS

### Recommended Action:

MOTION confirming Mayoral Appointment of Todd Phillips to the Code Enforcement Board, Position 1, with term expiring December 31, 2024.

### Fiscal Note/Consideration:



# CODE ENFORCEMENT BOARD

| Position      | Title  | First Name | Last Name | Term Expires |
|---------------|--------|------------|-----------|--------------|
| 1             | VACANT |            |           | 12/31/2024   |
| 2             |        | Kenneth    | Farthing  | 12/31/2023   |
| 3             |        | Andy       | Duckworth | 12/31/2024   |
| 4 (Alternate) |        | David      | Olson     | 12/31/2023   |
| 5 (Alternate) |        | Robert     | Warren    | 12/31/2024   |





# CODE ENFORCEMENT BOARD

| Position      | Title | First Name | Last Name | Term Expires |
|---------------|-------|------------|-----------|--------------|
| 1             |       | Todd       | Phillips  | 12/31/2024   |
| 2             |       | Kenneth    | Farthing  | 12/31/2023   |
| 3             |       | Andy       | Duckworth | 12/31/2024   |
| 4 (Alternate) |       | David      | Olson     | 12/31/2023   |
| 5 (Alternate) |       | Robert     | Warren    | 12/31/2024   |





# City Of Edgewood Council Agenda Summary Sheet

|                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject:</b><br><b>AB23-0665</b> - a motion approving Resolution 23-0665<br>Comprehensive Plan Periodic Update - AHBL Contract                                                                                                                                                                                                                                                                            | <b>Agenda Item #:</b> 5.B                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                              | <b>For Agenda of:</b> 3/28/2023                                                                                                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Prepared by:</b> Lauren Balisky, Evan Hietpas                                                                                                                              |
| <b>Attachments (list):</b> <ol style="list-style-type: none"> <li>5. RESOLUTION 23.0665 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AHBL</li> <li>Final RFQ</li> <li>RFQ Submittal</li> <li>AHBL Scope of Work</li> <li>AHBL Budget</li> <li>Comp Plan Periodic Update- RFQ Contract- final draft 03.15.2023</li> <li>Commerce Grant Award Letter</li> <li>Periodic Update Cost Comparison</li> </ol> |                                                                                                                                                                               |
| <b>Approval of Materials:</b><br>Lauren Balisky, Evan Hietpas<br>Rachel Pitzel, City Clerk/HR<br>Director 3/23/2023<br>Dave Gray 3/23/2023<br>Daryl Eidinger 3/23/2023                                                                                                                                                                                                                                       | <b>Expenditure Required:</b><br>\$529,402<br><b>Amount Budgeted:</b><br>\$100,000 (2023 - Professional Services - GMA)<br><b>Timeline:</b><br>03/21/2023 SS<br>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 |

On March 21, 2023, the City Council requested to see neighboring jurisdiction's Periodic Update consulting services estimates for comparison to the proposed AHBL contract amount. City staff compiled four other estimates that they could gather for this March 28th meeting (see attachment 7).

**Item History:**

City Council discussed the contract for consulting services with AHBL at their March 21, 2023 Study Session.

**Recommended Action:**

MOTION to adopt **AB23-0665** - a motion approving Resolution 23-0665 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.

**RESOLUTION NO. 23-0665**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EDGEWOOD, PIERCE  
COUNTY, WASHINGTON, AUTHORIZING  
THE MAYOR TO EXECUTE AN  
AGREEMENT FOR PROFESSIONAL  
PLANNING CONSULTING SERVICES FOR  
THE 2024 COMPREHENSIVE PLAN  
PERIODIC UPDATE WITH AHBL, INC.**

**WHEREAS**, the City is required to complete a periodic update to its Comprehensive Plan and development regulations by December 31, 2024; and

**WHEREAS**, the City solicited requests for qualifications from firms with the ability to provide professional planning consulting services; and

**WHEREAS**, City staff recommends proceeding with AHBL, Inc. to perform professional planning consulting services in connection with the 2024 Comprehensive Plan Periodic Update; and

**WHEREAS**, City Council discussed this item at the March 21, 2023 study session and March 28, 2023 regular council meeting, and determined it is in the best interests of the City to enter into an agreement with AHBL, Inc.;

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

**Section 1.** The Mayor is hereby authorized to execute an agreement for professional planning consulting services with AHBL, Inc., attached hereto as Exhibit A and incorporated herein by this reference, in an amount not to exceed \$529,402.00 including applicable tax.

**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

**Exhibit A**  
Professional Planning Services Contract

# 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](mailto: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 (1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month), targeted project updates with staff at regular City Council meetings (2<sup>nd</sup> and 4<sup>th</sup> 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](mailto: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](mailto: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](mailto: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.



**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.

## 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

# 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

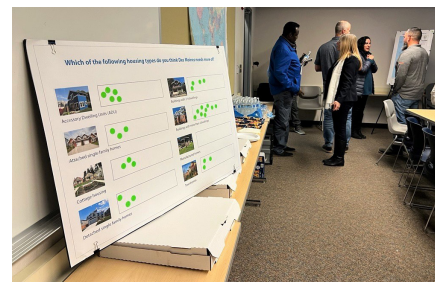
## Project Experience / References / General Approach

### 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.

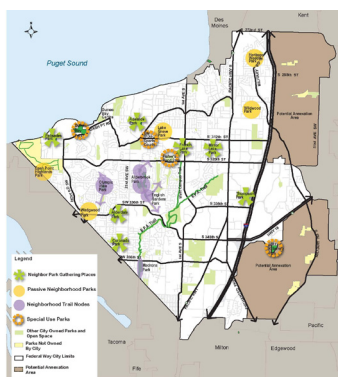
Public engagement is being conducted to reach out to the public, community groups, local builders, realtors, nonprofit housing advocates, and religious organizations. AHBL prepared a public engagement plan that includes preparing a public survey for distribution on the city's website; formulating a stakeholder 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

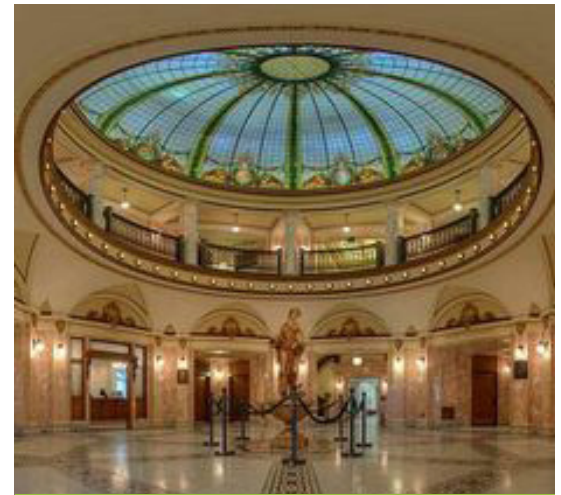
AHBL assisted Franklin County, the fastest growing county in Washington State at the time, with an update to its comprehensive plan. The project launched in late 2017, and the County experienced major and multiple staffing transitions during that time. AHBL provided essential continuity in this important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

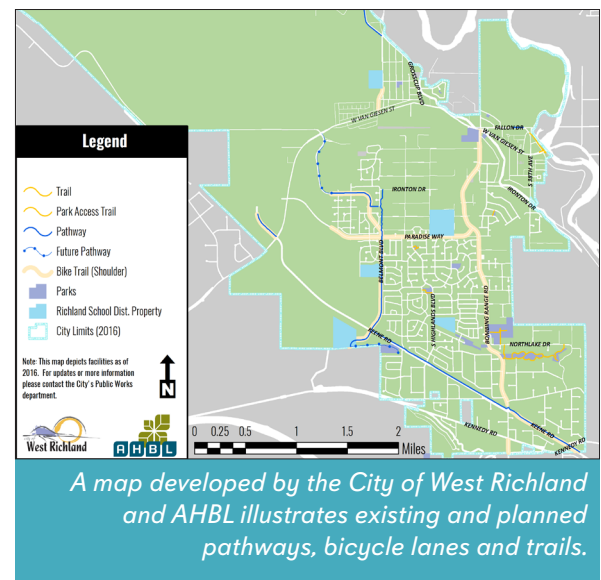
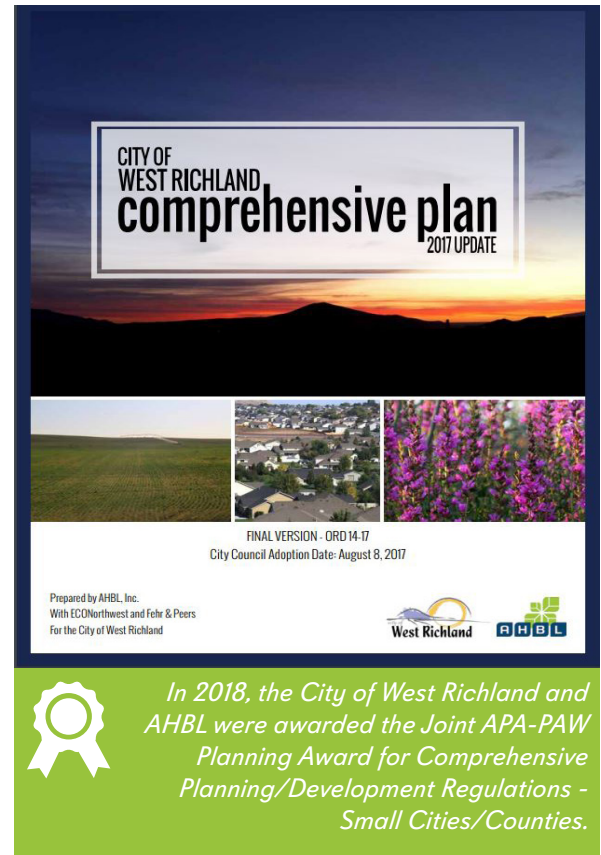
### Reference

#### 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

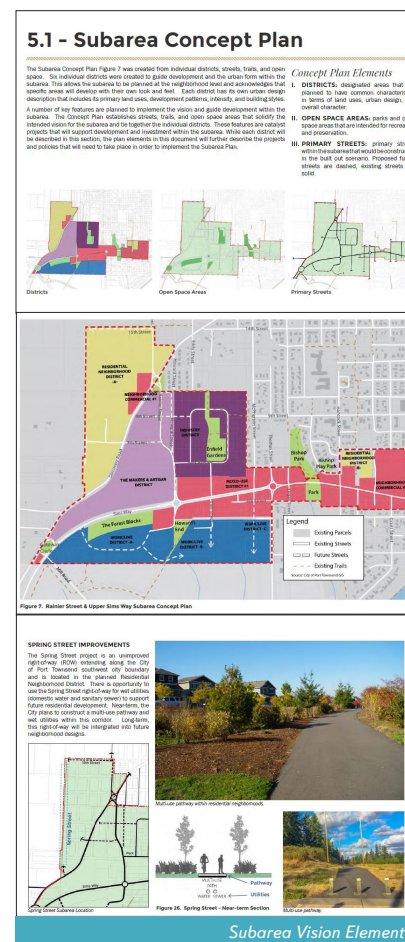
AHBL led the entire planning process that included the preparation of the subarea plan and implementation strategies. The implementation strategy includes urban design, public policies, catalyst projects, and development regulations.

**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.



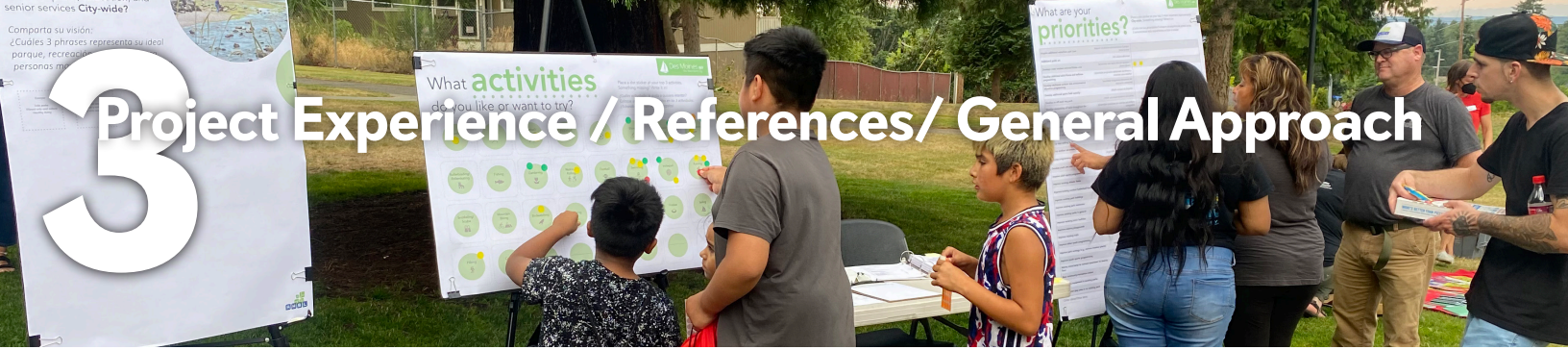
AHBL employees and stakeholders participating in a project working group

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 policies, 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<br>Economist Consultant Fee | Transpo Group<br>Transportation Consultant Fee | Herrera Environmental, Inc.<br>Environmental Consultant Fee |                          |                  |
|                                                                                                    | \$240              | \$170                        | \$120                | \$105      |                  |                                          |                                                |                                                             |                          |                  |
| <b>Task 1 Gap Analysis of the City's Planning and Policy Documents</b>                             |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          |                  |
| 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          |
| <b>Task 1- SUBTOTAL (hours)</b>                                                                    | <b>1</b>           | <b>8</b>                     | <b>8</b>             | <b>2</b>   |                  |                                          |                                                |                                                             |                          |                  |
| <b>Task 1- SUBTOTAL (fee)</b>                                                                      |                    |                              |                      |            | <b>\$2,770</b>   | <b>\$1,100</b>                           | <b>\$5,500</b>                                 | <b>\$8,800</b>                                              | <b>\$15,400</b>          | <b>\$18,170</b>  |
| <b>Task 2 Public Engagement</b>                                                                    |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          |                  |
| 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          |
| <b>Task 2- SUBTOTAL (hours)</b>                                                                    | <b>17</b>          | <b>58</b>                    | <b>36</b>            | <b>32</b>  |                  |                                          |                                                |                                                             |                          |                  |
| <b>Task 2- SUBTOTAL (fee)</b>                                                                      |                    |                              |                      |            | <b>\$20,260</b>  | <b>\$5,500</b>                           | <b>\$6,050</b>                                 | <b>\$0</b>                                                  | <b>\$11,550</b>          | <b>\$31,810</b>  |
| <b>Task 3 Draft Comprehensive Plan Update</b>                                                      |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          |                  |
| 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          |
| <b>Task 3- SUBTOTAL (hours)</b>                                                                    | <b>29</b>          | <b>125</b>                   | <b>246</b>           | <b>76</b>  |                  |                                          |                                                |                                                             |                          |                  |
| <b>Task 3- SUBTOTAL (fee)</b>                                                                      |                    |                              |                      |            | <b>\$65,710</b>  | <b>\$42,350</b>                          | <b>\$127,600</b>                               | <b>\$0</b>                                                  | <b>\$169,950</b>         | <b>\$235,660</b> |
| <b>Task 4 Environmental Impact Statement (EIS)</b>                                                 |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          |                  |
| 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          |
| <b>Task 4- SUBTOTAL (hours)</b>                                                                    | <b>30</b>          | <b>176</b>                   | <b>700</b>           | <b>120</b> |                  |                                          |                                                |                                                             |                          |                  |
| <b>Task 4- SUBTOTAL (fee)</b>                                                                      |                    |                              |                      |            | <b>\$133,720</b> | <b>\$0</b>                               | <b>\$22,000</b>                                | <b>\$0</b>                                                  | <b>\$22,000</b>          | <b>\$155,720</b> |
| <b>Task 5 Final Review, Noticing, and Adoption</b>                                                 |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          |                  |
| 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          |
| <b>Task 5- SUBTOTAL (hours)</b>                                                                    | <b>8</b>           | <b>22</b>                    | <b>16</b>            | <b>0</b>   |                  |                                          |                                                |                                                             |                          |                  |
| <b>Task 5- SUBTOTAL (fee)</b>                                                                      |                    |                              |                      |            | <b>\$7,580</b>   | <b>\$2,750</b>                           | <b>\$0</b>                                     | <b>\$0</b>                                                  | <b>\$2,750</b>           | <b>\$10,330</b>  |
| <b>Task 6 Development Regulations and Critical Areas Code Update</b>                               |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          |                  |
| 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         |
| <b>Task 6- SUBTOTAL (hours)</b>                                                                    | <b>20</b>          | <b>96</b>                    | <b>280</b>           | <b>0</b>   |                  |                                          |                                                |                                                             |                          |                  |
| <b>Task 6- SUBTOTAL (fee)</b>                                                                      |                    |                              |                      |            | <b>\$54,720</b>  | <b>\$0</b>                               | <b>\$0</b>                                     | <b>\$2,750</b>                                              | <b>\$2,750</b>           | <b>\$57,470</b>  |
| <b>GRAND TOTAL</b>                                                                                 | <b>105</b>         | <b>485</b>                   | <b>1286</b>          | <b>230</b> | <b>\$284,760</b> | <b>\$51,700</b>                          | <b>\$161,150</b>                               | <b>\$11,550</b>                                             | <b>\$224,400</b>         | <b>\$509,160</b> |
| <b>CONSULTANT FEE SUBTOTAL</b>                                                                     |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          | <b>\$509,160</b> |
| <b>MANAGEMENT RESERVE</b>                                                                          |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          | <b>\$15,000</b>  |
| <b>CONSULTANT REIMBURSABLE EXPENSES / 1% OF PROJECT BUDGET (e.g. copies, mileage, and postage)</b> |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          | <b>\$5,242</b>   |
| <b>CONSULTANT BUDGET</b>                                                                           |                    |                              |                      |            |                  |                                          |                                                |                                                             |                          | <b>\$529,402</b> |

## 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 - 104<sup>th</sup> Avenue E.  
Edgewood, Washington 98372

Contact: Lauren Balisky Phone: 253-831-4249 E-mail: [lauren@cityofedgewood.org](mailto:lauren@cityofedgewood.org)  
Contact: Evan Hietpas Phone: 253-831-4254 E-mail: [evan@cityofedgewood.org](mailto:evan@cityofedgewood.org)  
Contact: Mayor Daryl Eidinger Phone: 253-952-3299 E-mail: [mayor@cityofedgewood.org](mailto: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](mailto: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 104<sup>th</sup> Avenue E.  
Edgewood, WA 98372

Phone: 253-952-3299  
E-mail: [mayor@cityofedgewood.org](mailto:mayor@cityofedgewood.org)

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

Phone: (206) 267-2425  
E-mail: [wecarlson@ahbl.com](mailto: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](http://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](mailto:keri.sallee@commerce.wa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Andersen", with a stylized, cursive script.

Dave Andersen, AICP  
Managing Director, Growth Management Services

cc: Darren Groth



## Exhibit 7– COST COMPARISON

| Component                 | Edgewood           | Bonney Lake   | Duvall        | Renton    | SeaTac        |
|---------------------------|--------------------|---------------|---------------|-----------|---------------|
| 2020 Census Population    | 12,327             | 21,750        | 8,034         | 106,785   | 31,454        |
| Evaluation                | \$18,170           | Not Specified | \$70,000      | \$100,000 | \$22,000      |
| Gap Analysis              | Incl.              | -             | -             | -         | Incl.         |
| Housing Action Plan (HAP) | N/A                | N/A           | Incl.         | Done      | Done          |
| Housing Needs Assessment  | N/A                | N/A           | Incl.         | Done      | Done          |
| Middle Housing            | SSHA <sup>3P</sup> | Not Specified | Not Specified | Incl.     | Not Specified |

|                   |          |               |               |               |          |
|-------------------|----------|---------------|---------------|---------------|----------|
| Public Engagement | \$31,810 | Not Specified | Not Specified | Not Specified | \$92,000 |
|-------------------|----------|---------------|---------------|---------------|----------|

|                                                                        |                                          |                                          |                                          |            |                                          |
|------------------------------------------------------------------------|------------------------------------------|------------------------------------------|------------------------------------------|------------|------------------------------------------|
| Comprehensive Plan                                                     | \$235,660                                | \$896,500                                | \$525,000                                | \$325,000  | \$715,800                                |
| <b>Mandatory Elements</b>                                              |                                          |                                          |                                          |            |                                          |
| Capital Facilities,<br>Housing, Land Use,<br>Utilities, Transportation | <i>Transp.<br/>Element:</i><br>\$123,840 | <i>Transp.<br/>Element:</i><br>\$120,000 | <i>Transp.<br/>Element:</i><br>\$225,000 | City Staff | <i>Transp.<br/>Element:</i><br>\$500,000 |
| <b>Optional Elements (Mandatory Once Funded by Legislature)</b>        |                                          |                                          |                                          |            |                                          |
| Conservation / Solar<br>(Climate)                                      | If Funded                                | -                                        | -                                        | City Staff | -                                        |
| Economic Development                                                   | Incl.                                    | -                                        | -                                        | -          | -                                        |
| Recreation (Parks)                                                     | Done (2022)                              | Incl.                                    | Incl.                                    | City Staff | Done                                     |

|                      |           |       |       |            |          |
|----------------------|-----------|-------|-------|------------|----------|
| Environmental Review | \$155,720 | Incl. | Incl. | City Staff | \$23,300 |
|----------------------|-----------|-------|-------|------------|----------|

|                              |          |       |       |            |          |
|------------------------------|----------|-------|-------|------------|----------|
| Review / Adoption<br>Process | \$10,330 | Incl. | Incl. | City Staff | \$10,600 |
|------------------------------|----------|-------|-------|------------|----------|

|                           |          |          |           |               |          |
|---------------------------|----------|----------|-----------|---------------|----------|
| Implementation            | \$57,470 | \$68,000 | \$150,000 | Not Specified | \$75,100 |
| Critical Area Regulations | Incl.    | -        | Incl.     | -             | Incl.    |
| Development Regulations   | Incl.    | -        | Incl.     | -             | Incl.    |
| Impact Fee Study– Parks   | -        | Incl.    | -         | -             | -        |
| Impact Fee Study– Traffic | -        | Incl.    | -         | -             | -        |

|          |          |               |               |            |          |
|----------|----------|---------------|---------------|------------|----------|
| Overhead | \$22,242 | Not Specified | Not Specified | City Staff | \$61,200 |
|----------|----------|---------------|---------------|------------|----------|

| Component                       | Edgewood         | Bonney Lake      | Duvall           | Renton            | SeaTac           |
|---------------------------------|------------------|------------------|------------------|-------------------|------------------|
| <i>Subtotal</i>                 | \$529,402        | \$964,500        | \$745,000        | \$425,000         | \$1,000,000      |
| <i>Grant / External Funding</i> | \$125,000        | Not Specified    | Not Specified    | \$425,000         | \$200,000        |
| <b>Total Cost</b>               | <b>\$384,402</b> | <b>\$964,500</b> | <b>\$745,000</b> | <b>City Staff</b> | <b>\$800,000</b> |