



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, April 9, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

- 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 City Council Meeting Minutes of March 26, 2024
 - B.** Study Session Meeting Minutes of April 2, 2024
 - C.** **AB24-014** - a motion approving April 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; AWC Employee Benefit Trust; and IRS 941 in the amount of \$203,234.71 and Vendor Check Numbers 26091 through 26105, with EFT and Direct Pay Payments in the amount of \$186,363.39. Total distributions submitted for review and authorization in the amount of \$389,598.10.
 - D.** **AB24-0713** - Resolution 24-0713 Climate Planning Grant Contract
 - E.** **AB24-0714** - Resolution 24-0714 ECP Landscape Maintenance Contract Amendment
- 5. COUNCIL BUSINESS**
 - A.** **AB24-015** - Mayoral Appointment/Council Confirmation to the Parks & Recreation Advisory Board
 - B.** **AB24-0663** - Ordinance 24-0663 2024 Budget Amendment No. 1
 - C.** **AB24-0715** - Resolution No. 24-0715 Fee Schedule Amendment
- 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 26, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

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

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Buckley, Councilmember Southard **Staff**

Present: Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Chief Jason Youngman, City Attorney Ann Marie Soto

Motion: To add an Executive Session to the agenda **Action:** Approved **Moved by:** Councilmember Keith **Seconded by:** Councilmember Southard **Motion Passed 7-0**

2 AUDIENCE COMMENT

There was no audience comments.

3 MAYOR'S REPORT

Mayor Olson 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 March 12, 2024
- B. Study Session Meeting Minutes of March 19, 2024
- C. Review of Boards and Commission Minutes
- D. **AB24-013** - a motion approving March 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$155,262.90 and Vendor Check Numbers 26076 through 26090, with EFT and Direct Pay Payments in the amount of \$414,607.51. Total distributions submitted for review and authorization in the amount of \$569,870.41
- E. **AB24-014** - Stormwater Utility Equipment Purchase

Motion: As read **Action:** Approved **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember West **Motion Passed 7-0**

5 COUNCIL BUSINESS

- A. **AB24-0661** - Ordinance 24-0661 granting a Right-of-Way Use Agreement to Cingular Wireless PCS, LLC
Motion: As read **Action:** Approved **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Pazaruski **Motion Passed 7-0**
- B. **AB24-0711** - Resolution 24-0711 East Pierce Fire & Rescue Land Acquisition

Motion: As read **Action:** Approved **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Keith **Motion Passed 7-0**

C. AB24-0712 - Resolution 24-0712 - Pierce Conservation District Grant Support

Motion: As read **Action:** Approved **Moved by:** Councilmember Buckley **Seconded by:** Councilmember West **Motion Passed 7-0**

6 COUNCIL COMMENTS

Councilmember Buckley, Mayor Olson, Deputy Mayor Tomin, and Councilmember Pazaruski spoke.

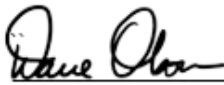
7 EXECUTIVE SESSION

Mayor Olson announced there would be an Executive Session to discuss RCW 42.30.110(1)(i) with no further Council business to discuss afterward.

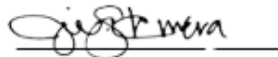
The meeting was then recessed at 7:39pm and extended for an additional 20 minutes at 7:59pm and an additional five minutes at 8:19pm. Mayor Olson then reconvened the meeting at 8:24pm.

8 ADJOURN

Mayor Olson adjourned the meeting at 8:25:pm.



Dave Olson
Mayor



Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, April 2, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and Councilmember Pazaruski led the attendees in the Pledge of Allegiance. **Present:** Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Buckley, Councilmember Southard **Staff Present:** Assistant City Administrator Dave Gray, City Clerk/HR Director Rachel Pitzel, Finance Director Hardeep Goraya, IT Director Matthew Ray, Community and Economic Development Director Lauren Balisky, Public Works Director Jeremy Metzler, Police Chief Jason Youngman

2 INTERVIEW

A. Parks & Recreation Advisory Board Applicant

Parks and Recreation Advisory Board volunteer applicant Carrie Alger introduced herself and shared a little about why she wished to join the board.

3 COUNCIL BUSINESS

A. Equity, Diversity, and Inclusion (Trainings, Planning, etc.)

Deputy Mayor Tomin shared a brief update on this topic and what the subcommittee is working on.

B. Elected Officials Emergency Management training topic

Mayor Olson brought this agenda item forward for discussion with the Council and staff.

C. 2024 Budget Amendment No. 1

Finance Director Goraya explained the need to re-appropriate funds from an existing authorized senior planner position to a planning manager position. Community and Economic Development Director Balisky then answered questions specific to the department's needs.

D. Reduced Fees for Non-Profit Entities

Public Works Director Metzler and Community and Economic Development Director Balisky brought this agenda item forward at the request of the Council, regarding fee waivers or reductions for non-profit entities. A detailed discussion then ensued between the Council and staff.

E. American Planning Association Membership

Community and Economic Development Director Balisky discussed the benefits of Councilmembers having a membership with the APA.

F. Climate Planning Grant Contract

Community and Economic Development Director Balisky discussed the details of House Bill 1181 and how it required the city to revise its comprehensive plan and development regulations by June 30, 2029, in order to implement policies and regulations related to climate change and resiliency.

G. ECP Landscape Maintenance Contract Amendment

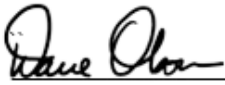
Public Works Director Metzler discussed the need for this contract amendment briefly asking that it be placed on an upcoming consent agenda.

4 OTHER COUNCIL ITEMS

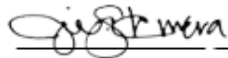
Mayor Olson, and Councilmember Keith spoke.

5 ADJOURN

Mayor Olson adjourned the meeting at 8:38pm



Dave Olson
Mayor



Jill Schwerzler-Herrera
Communications Coordinator/Deputy City Clerk



Voucher Directory

Fiscal: : 2024 - April
Council Date: : 2024 - April - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
A & R Services dba Angela Rojo					
	26091			2024 - April - 1st Council Meeting	
		596-A&R			
			April Services		
			001-018-000-518-30-41-01	Professional Services	\$1,135.00
				Monthly Janitorial Svs. for April	
		Total 596-A&R			\$1,135.00
	Total 26091				\$1,135.00
Total A & R Services dba Angela Rojo					\$1,135.00
Alpine Products/AramSCO, Inc.					
	Direct Pay Payment 4/4/2024 11:03:52 AM - 1			2024 - April - 1st Council Meeting	
		TM-222724			
			March Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$1,818.30
				Type II Barricades-(Qty. 20)	
		Total TM-222724			\$1,818.30
	Total Direct Pay Payment 4/4/2024 11:03:52 AM - 1				\$1,818.30
Total Alpine Products/AramSCO, Inc.					\$1,818.30
Amazon Capital Services					
	Direct Pay Payment 4/4/2024 11:03:52 AM - 2			2024 - April - 1st Council Meeting	
		1KMR-TNWW-6HLW			
			March Statement		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$196.24
				Hanging File Folders, Gel Pens, Kitchen & Restroom Supplies, Acrylic Sign Stands	
			001-018-000-518-20-35-01	Small Tools/Minor Equipment	\$130.39
				Bissell Bagless Vacuum	
			001-018-000-518-85-35-01	IT Small Tools/Minor Equipment	\$682.86
				Docking Station (Qty 2), 8 Ft Ethernet Cable	
			001-018-000-594-18-64-02	Cap Exp-Computer Hardware	\$1,211.09
				49" Curved Monitor-(M.Ray)	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$113.75
				Xerox Toner Cartridge-(PD)	
			001-022-000-544-20-31-54	Work Clothing/Uniforms	\$184.26
				Rain Jacket, Pants, Flannel Shacket-(J.Ward)	
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$161.79
				Floor Liners-Vehicle #19	

Vendor	Number	Reference	Account Number	Description	Amount
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$235.81
				Backpack Sprayer (Qty 2)	
			410-000-000-531-38-31-01	Operational Supplies	\$94.69
				Long Hex L-Wrench, Steel Tstyle Water Key	
		Total 1KMR-TNWV-6HLW			\$3,010.88
		Total Direct Pay Payment 4/4/2024 11:03:52 AM - 2			\$3,010.88
Total Amazon Capital Services					\$3,010.88
Amazon Web Services					
		EFT Payment 4/4/2024 10:53:40 AM - 1		2024 - April - 1st Council Meeting	
		1648733649			
			March Services		
			001-018-000-518-85-49-03	Computer Subscriptions	\$431.17
				Cloud Backup	
		Total 1648733649			\$431.17
		Total EFT Payment 4/4/2024 10:53:40 AM - 1			\$431.17
Total Amazon Web Services					\$431.17
American Traffic Solutions					
		Direct Pay Payment 4/4/2024 11:03:52 AM - 3		2024 - April - 1st Council Meeting	
		INV0074088			
			March Traffic Camera Services		
			001-021-000-521-70-41-11	Traffic Policing-Traffic Camera Contract	\$33,250.00
				7 Traffic Cameras	
		Total INV0074088			\$33,250.00
		Total Direct Pay Payment 4/4/2024 11:03:52 AM - 3			\$33,250.00
Total American Traffic Solutions					\$33,250.00
Associated Earth Sciences, Inc.					
		26092		2024 - April - 1st Council Meeting	
		063769			
			Prj. 23-0305 48th St E Pavement Replacement		
			340-000-000-595-80-63-01	Transportation Cap Projects	\$5,119.42
				Prj. 23-0305 48th St E Pavement Replacement-CIP #T-14	
		Total 063769			\$5,119.42
		063772			
			Prj. 24-0011 Dechaux & Meridian Landslide		
			410-000-000-531-38-41-01	Professional Service	\$1,557.50
				Prj. 24-0011 Dechaux & Meridian Landslide	
		Total 063772			\$1,557.50
		Total 26092			\$6,676.92
Total Associated Earth Sciences, Inc.					\$6,676.92

Vendor	Number	Reference	Account Number	Description	Amount
Century Link		EFT Payment 4/4/2024 10:53:40 AM - 2	2024 - April - 1st Council Meeting		
		253-927-2018 680 3/26-4/25/24			
		3/26-4/25/24 Services			
		001-018-000-518-30-42-01	Telecommunications Charges		\$179.23
			Elevator and Fire Alarm Line		
		Total 253-927-2018 680 3/26-4/25/24			\$179.23
		Total EFT Payment 4/4/2024 10:53:40 AM - 2			\$179.23
Total Century Link					\$179.23
City of Sumner					
	26093		2024 - April - 1st Council Meeting		
		040124-COS			
		1st Qtr 2024 Animal Licenses			
		650-000-000-589-30-00-05	Animal Licenses		\$320.00
			1st Qtr 2024 Animal Licenses		
		Total 040124-COS			\$320.00
		1094-COS			
		Feb 2024 Metro Animal Svcs			
		001-019-000-554-30-41-01	Animal Control Services		\$7,134.75
			Animal Control Svcs. for February		
		Total 1094-COS			\$7,134.75
		1102-COS			
		Mar 2024 Metro Animal Svcs			
		001-019-000-554-30-41-01	Animal Control Services		\$7,134.75
			Animal Control Svcs. for March		
		Total 1102-COS			\$7,134.75
	Total 26093				\$14,589.50
Total City of Sumner					\$14,589.50
CivicPlus, LLC					
		Direct Pay Payment 4/4/2024 11:03:52 AM - 4	2024 - April - 1st Council Meeting		
		288493			
		CivicClerk Annual Fee			
		001-018-000-518-85-49-03	Computer Subscriptions		\$4,336.01
			CivicClerk Annual Fee		
		Total 288493			\$4,336.01
		291572			
		CivicMedia Annual Fee			
		001-018-000-518-85-49-03	Computer Subscriptions		\$5,438.40
			CivicMedia Annual Fee		
		Total 291572			\$5,438.40
		293902			
		SeeClickFix Annual Fee			
		001-018-000-518-85-49-03	Computer Subscriptions		\$14,805.97

Vendor	Number	Reference	Account Number	Description	Amount
				SeeClickFix Annual Fee (unlimited licenses)	
		Total 293902			\$14,805.97
		Total Direct Pay Payment 4/4/2024 11:03:52 AM - 4			\$24,580.38
Total CivicPlus, LLC					\$24,580.38
Comcast					
		EFT Payment 4/4/2024 10:53:40 AM - 3		2024 - April - 1st Council Meeting	
		8498 34 018 0012868 3/30-4/29/24			
			3/30-4/29/24 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$117.83
				Home Internet- M.Ray (IT Director)	
		Total 8498 34 018 0012868 3/30-4/29/24			\$117.83
		8498 35 021 0602869 3/29-4/28/24			
			3/29-4/28/24 Services		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$97.22
				City Hall Public Internet	
		Total 8498 35 021 0602869 3/29-4/28/24			\$97.22
		Total EFT Payment 4/4/2024 10:53:40 AM - 3			\$215.05
Total Comcast					\$215.05
Comcast Business					
		EFT Payment 4/4/2024 10:53:40 AM - 4		2024 - April - 1st Council Meeting	
		197394084			
			3/15-4/14/24 Svcs		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$786.10
				City Hall Internet	
		Total 197394084			\$786.10
		Total EFT Payment 4/4/2024 10:53:40 AM - 4			\$786.10
Total Comcast Business					\$786.10
Consolidated Press					
		Direct Pay Payment 4/4/2024 11:03:52 AM - 5		2024 - April - 1st Council Meeting	
		32035			
			Spring 2024 Magazine		
			001-018-000-518-20-49-05	Printing & Binding-Magazine	\$3,526.16
				Spring 2024 Magazine	
		Total 32035			\$3,526.16
		Total Direct Pay Payment 4/4/2024 11:03:52 AM - 5			\$3,526.16
Total Consolidated Press					\$3,526.16

Vendor	Number	Reference	Account Number	Description	Amount
Contour Engineering, LLC	26094			2024 - April - 1st Council Meeting	
		24-0341			
			Project #23-190		
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$4,225.00
				Wolf Point Recreation Trail (Ref 21-033)	
		Total 24-0341			\$4,225.00
	Total 26094				\$4,225.00
Total Contour Engineering, LLC					\$4,225.00
Crystal Springs					
	EFT Payment 4/4/2024 10:53:40 AM - 5			2024 - April - 1st Council Meeting	
	15787820 032024				
			March Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$218.82
				Water Delivery	
		Total 15787820 032024			\$218.82
	Total EFT Payment 4/4/2024 10:53:40 AM - 5				\$218.82
Total Crystal Springs					\$218.82
Drain-Pro					
	26095			2024 - April - 1st Council Meeting	
		126026			
			3/29/24 Event Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$538.50
				Egg Hunt-Edgemont Park	
		Total 126026			\$538.50
	Total 26095				\$538.50
Total Drain-Pro					\$538.50
ESI Security					
	EFT Payment 4/4/2024 10:53:40 AM - 6			2024 - April - 1st Council Meeting	
	002051				
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$150.84
				Keys-Parks (Qty 16)	
		Total 002051			\$150.84
	Total EFT Payment 4/4/2024 10:53:40 AM - 6				\$150.84
Total ESI Security					\$150.84
Grainger					
	EFT Payment 4/4/2024 10:53:40 AM - 7			2024 - April - 1st Council Meeting	
	9072836647				
			April Purchases		
			410-000-000-531-38-31-01	Operational Supplies	\$142.49

Vendor	Number	Reference	Account Number	Description	Amount
			SW-Spill Kit		
		Total 9072836647			\$142.49
		9073415052			
		April Purchases			
		001-022-000-548-30-31-01	Operating Supplies		\$397.72
			Roofer's Kit, Wasp Killer, Paint Markers		
		Total 9073415052			\$397.72
		Total EFT Payment 4/4/2024 10:53:40 AM - 7			\$540.21
Total Grainger					\$540.21
Gray & Osborne, Inc					
26096					
			2024 - April - 1st Council Meeting		
		17-G&O Prj. 22585.00			
		March Svcs-City of Puyallup General Sewer Plan Update			
		401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update		\$313.38
			City of Puyallup General Sewer Plan Update		
		Total 17-G&O Prj. 22585.00			\$313.38
		27-G&O Prj. 21621.00			
		March Svcs-Chrisella Road East Safety Improvements			
		340-000-000-595-10-63-01	Capital Improvements-Engineering		\$1,938.04
			Chrisella Road East Safety Improvements		
		Total 27-G&O Prj. 21621.00			\$1,938.04
		4-G&O Prj. 21565.08			
		March Svcs-GSP Update-Review Comments Response & Revisions			
		401-000-000-594-35-61-01	Cap Improvements-Sewer Plan Update		\$1,044.60
			GSP Update-Review Comments Response & Revisions		
		Total 4-G&O Prj. 21565.08			\$1,044.60
		6-G&O Prj. 21565.06			
		March Svcs-48th St E Preservation			
		340-000-000-595-10-63-01	Capital Improvements-Engineering		\$78.70
			48th St E Preservation		
		Total 6-G&O Prj. 21565.06			\$78.70
		Total 26096			\$3,374.72
Total Gray & Osborne, Inc					\$3,374.72
Hoffman Construction					
26097					
			2024 - April - 1st Council Meeting		
		010775			
		PO 2024017			
		001-076-000-576-80-41-10	Parks Maintenance		\$6,969.33
			Backflow Prevention Valve Replacement-Edgemont Park		
		Total 010775			\$6,969.33
		Total 26097			\$6,969.33
Total Hoffman Construction					\$6,969.33

Vendor	Number	Reference	Account Number	Description	Amount
Jennings Equipment, Inc.					
		Direct Pay Payment 4/4/2024 11:03:52 AM - 6	2024 - April - 1st Council Meeting		
		51625P			
			April Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$11.98
				Parts for String Trimmer/Weed Eater	
		Total 51625P			\$11.98
		Total Direct Pay Payment 4/4/2024 11:03:52 AM - 6			\$11.98
Total Jennings Equipment, Inc.					\$11.98
Kelley Create					
	26098		2024 - April - 1st Council Meeting		
		IN1588287			
			12/30-3/29/24 Copy Charges		
			001-018-000-518-20-42-03	Copy Machine Charges	\$28.75
				Copy Overage Charges	
		Total IN1588287			\$28.75
	Total 26098				\$28.75
Total Kelley Create					\$28.75
Les Schwab Tire Center					
		EFT Payment 4/4/2024 10:53:40 AM - 8	2024 - April - 1st Council Meeting		
		42700405954			
			March Services		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$3,983.25
				Tires (Qty 6)-Vehicle #19	
		Total 42700405954			\$3,983.25
		Total EFT Payment 4/4/2024 10:53:40 AM - 8			\$3,983.25
Total Les Schwab Tire Center					\$3,983.25
McClatchy Company LLC					
		Direct Pay Payment 4/4/2024 11:03:52 AM - 7	2024 - April - 1st Council Meeting		
		243458			
			March Statement		
			001-019-030-514-30-41-02	Legal Publications	\$370.28
				March Statement	
		Total 243458			\$370.28
		Total Direct Pay Payment 4/4/2024 11:03:52 AM - 7			\$370.28
Total McClatchy Company LLC					\$370.28
McKinstry Co, LLC					
		Direct Pay Payment 4/4/2024 11:03:52 AM - 8	2024 - April - 1st Council Meeting		
		10243005			
			March Services-WO #9939877		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,512.00

Vendor	Number	Reference	Account Number	Description	Amount
				2024 Annual Fire Sprinkler & Alarm Testing	
		Total 10243005			\$1,512.00
		10244475			
			April Maintenance		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$1,686.46
				April Maintenance	
		Total 10244475			\$1,686.46
		Total Direct Pay Payment 4/4/2024 11:03:52 AM - 8			\$3,198.46
Total McKinstry Co, LLC					\$3,198.46
McLendon Hardware-Blue Tarp Credit Services					
		EFT Payment 4/4/2024 10:53:40 AM - 9		2024 - April - 1st Council Meeting	
		H81918			
			March Purchases		
			001-022-000-548-30-35-01	Small Tools/Minor Equipment	\$239.95
				Tool Box, Files, Asstd Small Tools	
		Total H81918			\$239.95
		H83167			
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$16.62
				Acrylic Latex Sealant	
		Total H83167			\$16.62
		H85940			
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$31.40
				Spray Paint, Batteries	
		Total H85940			\$31.40
		H91422			
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$80.99
				Pipe Fittings, Pipe Couplings	
		Total H91422			\$80.99
		H92319			
			March Purchases		
			001-076-000-576-80-31-01	Operational Supplies	\$197.03
				Moss Out Granules, Cable Ties	
		Total H92319			\$197.03
		Total EFT Payment 4/4/2024 10:53:40 AM - 9			\$565.99
Total McLendon Hardware-Blue Tarp Credit Services					\$565.99

Vendor	Number	Reference	Account Number	Description	Amount
Merchbro Inc.					
	26099			2024 - April - 1st Council Meeting	
		WBB-79391			
			PO 2024019		
			001-021-000-521-20-31-01	Office & Operational Supplies	\$680.00
				Wristbands & Keychains-PD	
		Total WBB-79391			\$680.00
	Total 26099				\$680.00
Total Merchbro Inc.					\$680.00
Murrey's Disposal Company					
	EFT Payment 4/4/2024 10:53:40 AM - 10			2024 - April - 1st Council Meeting	
		12022304S111			
			March Services		
			001-022-000-544-20-47-03	Waste Disposal	\$384.87
				PW Yard	
		Total 12022304S111			\$384.87
	Total EFT Payment 4/4/2024 10:53:40 AM - 10				\$384.87
Total Murrey's Disposal Company					\$384.87
Nasim Landscape					
	EFT Payment 4/4/2024 10:53:40 AM - 11			2024 - April - 1st Council Meeting	
		11251			
			April Maintenance		
			001-076-000-576-80-41-10	Parks Maintenance	\$3,627.80
				Edgewood Community Park Maintenance	
		Total 11251			\$3,627.80
	Total EFT Payment 4/4/2024 10:53:40 AM - 11				\$3,627.80
Total Nasim Landscape					\$3,627.80
New Sound Transportation School LLC					
	EFT Payment 4/4/2024 10:53:40 AM - 12			2024 - April - 1st Council Meeting	
		1144-NSTSLLC			
			CDL A Automatic Course		
			001-022-000-544-20-49-03	Registration & Training	\$4,175.00
				CDL A Automatic Course-H.Auelua	
		Total 1144-NSTSLLC			\$4,175.00
	Total EFT Payment 4/4/2024 10:53:40 AM - 12				\$4,175.00
Total New Sound Transportation School LLC					\$4,175.00
O'Reilly Auto Parts					
	EFT Payment 4/4/2024 10:53:40 AM - 13			2024 - April - 1st Council Meeting	
		3725-142820			
			March Purchases		
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$61.62

Vendor	Number	Reference	Account Number	Description	Amount
				Diesel Additive & Exhaust Fluid-Vehicle #19	
		Total 3725-142820			\$61.62
		3725-144065			
			March Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$81.37
				Shop Towels, Drain Pan, Motor Oil	
		Total 3725-144065			\$81.37
		Total EFT Payment 4/4/2024 10:53:40 AM - 13			\$142.99
		Total O'Reilly Auto Parts			\$142.99
Pierce County Budget & Finance Assessor					
	26100			2024 - April - 1st Council Meeting	
		040124-PC Assessor			
			2024 Property Taxes		
			001-018-000-518-30-41-03	Surface Water Charge	\$13,897.41
				2024 Property Taxes	
		Total 040124-PC Assessor			\$13,897.41
	Total 26100				\$13,897.41
Total Pierce County Budget & Finance Assessor					\$13,897.41
Pierce County Budget & Finance Court					
	26101			2024 - April - 1st Council Meeting	
		CI-349629			
			2nd Qtr 2024 Services		
			001-019-000-512-52-41-01	Court Services-Contracted	\$29,927.00
				2nd Qtr 2024 Services	
		Total CI-349629			\$29,927.00
	Total 26101				\$29,927.00
Total Pierce County Budget & Finance Court					\$29,927.00
Pierce County Budget & Finance PW					
	26102			2024 - April - 1st Council Meeting	
		CI-349582			
			March M&O Services		
			101-000-000-542-66-41-03	Snow & Ice Control-Prof Svcs	\$1,731.83
			410-000-000-531-38-41-07	Storm Drainage-Polution Control	\$5,049.18
		Total CI-349582			\$6,781.01
	Total 26102				\$6,781.01
Total Pierce County Budget & Finance PW					\$6,781.01

Vendor	Number	Reference	Account Number	Description	Amount
Public Finance Inc.					
	Direct Pay Payment 4/4/2024 11:03:52 AM - 9		2024 - April - 1st Council Meeting		
	0002508				
		2nd Qtr 2024 LID Services			
		202-000-000-535-10-41-01	Professional Services		\$1,769.56
		2nd Qtr 2024 LID Services			
	Total 0002508				\$1,769.56
	Total Direct Pay Payment 4/4/2024 11:03:52 AM - 9				\$1,769.56
Total Public Finance Inc.					\$1,769.56
Puget Sound Energy					
	EFT Payment 4/4/2024 10:53:40 AM - 14		2024 - April - 1st Council Meeting		
	300000011233 Mar 2024				
		March Statement			
		001-018-000-518-30-47-01	Electricity		\$5,928.78
		3/1-4/1/24 Svcs			
	Total 300000011233 Mar 2024				\$5,928.78
	Total EFT Payment 4/4/2024 10:53:40 AM - 14				\$5,928.78
Total Puget Sound Energy					\$5,928.78
Randles Sand & Gravel Inc.					
	26103		2024 - April - 1st Council Meeting		
	433069				
		March Purchases			
		001-022-000-548-30-31-01	Operating Supplies		\$1,132.24
		Gravel			
	Total 433069				\$1,132.24
	Total 26103				\$1,132.24
Total Randles Sand & Gravel Inc.					\$1,132.24
Sound Employment Solutions, LLC					
	26104		2024 - April - 1st Council Meeting		
	1219611				
		March Services			
		001-018-000-518-30-41-01	Professional Services		\$900.00
		Staff Training-Minimizing Workplace Gossip			
	Total 1219611				\$900.00
	Total 26104				\$900.00
Total Sound Employment Solutions, LLC					\$900.00
Utilities Underground Location Center					
	Direct Pay Payment 4/4/2024 11:03:52 AM - 10		2024 - April - 1st Council Meeting		
	4030148				
		March Services			
		410-000-000-531-38-49-09	Misc. Fees & Charges		\$117.48

Vendor	Number	Reference	Account Number	Description	Amount
				Utility Locating Svcs. for March	
		Total 4030148			\$117.48
		Total Direct Pay Payment 4/4/2024 11:03:52 AM - 10			\$117.48
Total Utilities Underground Location Center					\$117.48
Verizon Wireless					
		EFT Payment 4/4/2024 10:53:40 AM - 15		2024 - April - 1st Council Meeting	
		9959965732			
			March Statement		
			001-018-000-518-85-42-01	Cell Phones/Internet/Telecommunications	\$1,903.43
				Monthly Statement	
		Total 9959965732			\$1,903.43
		Total EFT Payment 4/4/2024 10:53:40 AM - 15			\$1,903.43
Total Verizon Wireless					\$1,903.43
WA State Treasurer					
	26105			2024 - April - 1st Council Meeting	
		040124-WST			
			1st Qtr 2024 Building Fees		
			650-000-000-589-30-00-04	State Bldg Code Fee	\$621.00
				1st Qtr 2024 Building Fees	
		Total 040124-WST			\$621.00
	Total 26105				\$621.00
Total WA State Treasurer					\$621.00
Grand Total		Vendor Count	40		\$186,363.39

City of Edgewood 2024

April 9th 2024 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
AWC EFT 3/29/24	AWC Employee Benefit Trust	3/29/2024	\$47,691.50
DCP EFT 3/29/24	Deferred Compensation Program	3/29/2024	\$19,776.49
Direct Deposit Run -	Payroll Vendor	3/29/2024	\$95,911.23
DRS EFT 3/29/24	Dept of Retirement Systems	3/29/2024	\$21,151.96
IRS 941 EFT 3/29/24	IRS 941	3/29/2024	\$18,703.53
Total			\$203,234.71

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26090 Last Number Issued Previous Authorization			
26091	A & R Services dba Angela Rojo	4/9/2024	\$1,135.00
26092	Associated Earth Sciences, Inc.	4/9/2024	\$6,676.92
26093	City of Sumner	4/9/2024	\$14,589.50
26094	Contour Engineering, LLC	4/9/2024	\$4,225.00
26095	Drain-Pro	4/9/2024	\$538.50
26096	Gray & Osborne, Inc	4/9/2024	\$3,374.72
26097	Hoffman Construction	4/9/2024	\$6,969.33
26098	Kelley Create	4/9/2024	\$28.75
26099	Merchbro Inc.	4/9/2024	\$680.00
26100	Pierce County Budget & Finance Assessor	4/9/2024	\$13,897.41
26101	Pierce County Budget & Finance Court	4/9/2024	\$29,927.00
26102	Pierce County Budget & Finance PW	4/9/2024	\$6,781.01
26103	Randles Sand & Gravel Inc.	4/9/2024	\$1,132.24
26104	Sound Employment Solutions, LLC	4/9/2024	\$900.00
26105	WA State Treasurer	4/9/2024	\$621.00
Direct Pay Payment	Alpine Products/Aramco, Inc.	4/9/2024	\$1,818.30
Direct Pay Payment	Utilities Underground Location Center	4/9/2024	\$117.48
Direct Pay Payment	Amazon Capital Services	4/9/2024	\$3,010.88
Direct Pay Payment	American Traffic Solutions	4/9/2024	\$33,250.00
Direct Pay Payment	CivicPlus, LLC	4/9/2024	\$24,580.38
Direct Pay Payment	Consolidated Press	4/9/2024	\$3,526.16
Direct Pay Payment	Jennings Equipment, Inc.	4/9/2024	\$11.98
Direct Pay Payment	McClatchy Company LLC	4/9/2024	\$370.28
Direct Pay Payment	McKinstry Co, LLC	4/9/2024	\$3,198.46
Direct Pay Payment	Public Finance Inc.	4/9/2024	\$1,769.56
EFT Payment 4/4/2024	Amazon Web Services	4/9/2024	\$431.17
EFT Payment 4/4/2024	Murrey's Disposal Company	4/9/2024	\$384.87
EFT Payment 4/4/2024	Nasim Landscape	4/9/2024	\$3,627.80
EFT Payment 4/4/2024	New Sound Transportation School LLC	4/9/2024	\$4,175.00
EFT Payment 4/4/2024	O'Reilly Auto Parts	4/9/2024	\$142.99
EFT Payment 4/4/2024	Puget Sound Energy	4/9/2024	\$5,928.78
EFT Payment 4/4/2024	Verizon Wireless	4/9/2024	\$1,903.43
EFT Payment 4/4/2024	Century Link	4/9/2024	\$179.23
EFT Payment 4/4/2024	Comcast	4/9/2024	\$215.05
EFT Payment 4/4/2024	Comcast Business	4/9/2024	\$786.10
EFT Payment 4/4/2024	Crystal Springs	4/9/2024	\$218.82
EFT Payment 4/4/2024	ESI Security	4/9/2024	\$150.84
EFT Payment 4/4/2024	Grainger	4/9/2024	\$540.21
EFT Payment 4/4/2024	Les Schwab Tire Center	4/9/2024	\$3,983.25
EFT Payment 4/4/2024	McLendon Hardware-Blue Tarp Credit Services	4/9/2024	\$565.99
Total Claims Voucher Distribution			\$186,363.39

Total Distribution Submitted for Review & Authorization \$ 389,598.10

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments \$ 389,598.10

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, Dave Olson

Council Member



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0713 - Resolution 24-0713 Climate Planning Grant Contract	Agenda Item #: 4.D
	For Agenda of: 4/9/2024
	Prepared by: Lauren Balisky
Attachments (list): 1. RESOLUTION 24.0713 Authorizing the Mayor to Execute Dept Commerce Agreement 2. RESOLUTION 24.0713 Climate Planning Grant Contract 24-63610-205 - Exhibit A Revised 3. 2023 ESSHB 1181-S2.SL - Climate Change - Planning 4. Edgewood Climate Planning Grant Award Letter 5. Edgewood Climate Planning Grant Scope of Work and Budget FINAL	
Approval of Materials: Lauren Balisky Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson	Expenditure Required: 2024: \$0.00 2025: \$105,000.00 (Reimbursed by Commerce) Amount Budgeted: 2024: \$0.00 2025: \$105,000.00 Timeline: 04/02/2024 SS 04/09/2024 RCM

Summary Statement: In 2023, the Washington State Legislature passed Engrossed Second Substitute House Bill 1181 (see attached), which requires the City of Edgewood to revise its comprehensive plan and development regulations by **June 30, 2029**, to implement policies and regulations related to climate change and resiliency.

In August 2023, the Washington State Department of Commerce notified the City that it was eligible for up to \$500,000 in non-competitive funding between now and 2029 to complete this work (see attached letter). Staff applied for the grant, proposing work to be completed in three phases (see attached scope of work and budget for Phases 1 - 3):

- Phase 1: July 1, 2023 - June 30, 2025: \$105,000
- Phase 2: July 1, 2025 - June 30, 2027: \$220,000
- Phase 3: July 1, 2027 - June 30, 2029: \$175,000

The purpose of this resolution (see attached) is to accept the grant funding associated with Phase 1 of the grant. Work is proposed to begin in 2025.

NOTE: This contract is being approved in substantially the same form as provided at the study session. For this contract, the City requested that Commerce update the insurance section to accurately reflect the City as a

member of the Washington Cities Insurance Authority (WCIA) risk pool. This change is reflected in Exhibit A to the Resolution.

Item History:

Recommended Action:

MOTION to adopt AB24-0713 - Resolution 24-0713 Climate Planning Grant Contract, authorizing the Mayor to execute a Washington State Department of Commerce Grant Agreement for Fiscal Year 2023 and 2024 for reviewing and updating the City's Comprehensive Plan and development regulations related to climate change and resiliency under the Growth Management Act.

Fiscal Note/Consideration:

RESOLUTION NO. 24-0713

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A WASHINGTON STATE DEPARTMENT OF COMMERCE GRANT AGREEMENT FOR FY2023 AND FY2024 FOR REVIEWING AND UPDATING THE CITY'S COMPREHENSIVE PLAN AND DEVELOPMENT REGULATIONS RELATED TO CLIMATE CHANGE AND RESILIENCY UNDER THE GROWTH MANAGEMENT ACT.

WHEREAS, the City is required by RCW 36.70A.130(5) to review and, if needed, revise its comprehensive plan and development regulations by June 30, 2029, to ensure they comply with the state Growth Management Act (Act) and the requirements of House Bill 1181 (Chapter 228, Laws of 2023); and

WHEREAS, the Washington State Department of Commerce has made available grant funding to assist municipalities in preparing and adopting amendments to implement the requirements related to climate planning; and

WHEREAS, the City applied for such grant funding; and

WHEREAS, the Washington State Department of Commerce has awarded the City a grant in the total amount of five hundred thousand dollars to assist the City in completing its update work regarding its comprehensive plans and development regulations as required by the GMA; and

WHEREAS, such grant funding awarded by the Washington State Department of Commerce is to be provided in three parts, with \$105,000 available for costs from July 1, 2023 to June 30, 2025, with \$220,000 anticipated to be available for costs from July 1, 2025 to June 30, 2027, and the remaining funding, or \$175,000, anticipated to be available for costs from July 1, 2027, to June 30, 2029; and

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

Section 1. Interagency Agreement with the Washington State Department of Commerce for GMA Periodic Update Grant, FY2023 and FY2024, Authorized. The City Council authorizes the Mayor to sign the Interagency Agreement with the Washington State Department of Commerce,

Contract Number 24-63610-205, in the total amount of \$105,000, and any associated documents, in substantially the same form as attached to this Resolution and incorporated herein as Exhibit A.

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

ADOPTED THIS 9TH DAY OF APRIL, 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk



Interagency Agreement with

City of Edgewood

through

Growth Management Services

**Contract Number:
24-63610-205**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET	3
SPECIAL TERMS AND CONDITIONS.....	4
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT	4
3. COMPENSATION	4
4. BILLING PROCEDURES AND PAYMENT	4
5. SUBCONTRACTOR DATA COLLECTION	5
6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING	5
7. INSURANCE.....	6
8. FRAUD AND OTHER LOSS REPORTING	6
9. ORDER OF PRECEDENCE	6
GENERAL TERMS AND CONDITIONS.....	7
1. DEFINITIONS	7
2. ALL WRITINGS CONTAINED HEREIN.....	7
3. AMENDMENTS	7
4. ASSIGNMENT	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	7
6. COPYRIGHT	8
7. DISPUTES	8
8. GOVERNING LAW AND VENUE	9
9. INDEMNIFICATION	9
10. LICENSING, ACCREDITATION AND REGISTRATION.....	9
11. RECAPTURE.....	9
12. RECORDS MAINTENANCE	9
13. SAVINGS	9
14. SEVERABILITY.....	9
15. SUBCONTRACTING	10
16. SURVIVAL.....	10
17. TERMINATION FOR CAUSE.....	10
18. TERMINATION FOR CONVENIENCE.....	10
19. TERMINATION PROCEDURES.....	10
20. TREATMENT OF ASSETS	11
21. WAIVER	12
ATTACHMENT A: SCOPE OF WORK.....	13
ATTACHMENT B: BUDGET	14

Face Sheet

Contract Number: 24-63610-208

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Edgewood 2224 104 th Ave E Edgewood, WA 98372		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Lauren Balisky Community & Economic Development Director 253-831-4249 lauren@cityofedgewood.org		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$105,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Date of Execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0007706-00	12. UBI # 273-000-606	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" Budget			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ <insert name>, <insert title> _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred and five thousand dollars (\$105,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-208. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

7. **INSURANCE**

COMMERCE certifies that it is self-insured under the State's self-insurance liability program, and shall be responsible for losses for which it is found liable. Contractor certifies it is a current member of the Washington Cities Insurance Authority (WCIA) risk pool, and shall be responsible for losses for which it is found liable.

~~Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.~~

8. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

DRAFT

Attachment A: Scope of Work

Actions/Steps / Deliverables	Description	Start Date	End Date
Action 1	Establish a Public Participation Process	November 2024	June 2025
Step 1.1	Develop a public participation plan.	November 2024	January 2025
Step 1.2	Conduct initial public outreach efforts.	March 2025	June 2025
Deliverable 1	Public Participation Plan		June 15, 2025
Actions 2 and 3	Conduct <u>Draft</u> Climate Assessment and Gap Analysis	November 2024	June 2025
Step 2.1	Publish a Request for Proposal (RFP) for consulting services to complete a climate assessment and hire the preferred consultant.	November 2024	December 2024
Step 2.2	Evaluate climate conditions, vulnerabilities, and key indicators, including greenhouse gas emissions, vehicle miles traveled, building and operations energy usage, tree canopy coverage, flooding risks, urban heat island, wildland urban interface, sea-level rise/migratory impacts, wildlife habitat areas, existing EV infrastructure, and food production.	January 2025	June 2025
Step 2.3	Develop Draft Assessment for Public Review	January 2025	June 2025
Deliverable 2.A	<u>Draft</u> Climate Assessment and Recommendations		June 15, 2025
Step 3.1	Perform an audit of existing Comprehensive Plan goals and policies.	January 2025	June 2025
Step 3.2	Conduct a gap analysis for the implementation of HB 1181.	January 2025	June 2025
Deliverable 3.A	<u>Draft</u> HB 1181 Gap Analysis Matrix and Comprehensive Plan Audit Report		June 15, 2025

Attachment B: Budget

Grant Objective:	Commerce Funds
Deliverable 1. - Public Participation Plan	\$5,000
Deliverable 2.A. - Draft Climate Assessment and Recommendations	\$75,000
Deliverable 3.A. - HB 1181 Gap Analysis Matrix and Comprehensive Plan Audit	\$25,000
Total:	\$105,000

CERTIFICATION OF ENROLLMENT

ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1181

Chapter 228, Laws of 2023

68th Legislature
2023 Regular Session

CLIMATE CHANGE—PLANNING

EFFECTIVE DATE: July 23, 2023

Passed by the House April 13, 2023
Yeas 55 Nays 41

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate April 7, 2023
Yeas 29 Nays 20

DENNY HECK

President of the Senate

Approved May 3, 2023 10:18 AM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1181** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 4, 2023

**Secretary of State
State of Washington**

ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1181

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By House Appropriations (originally sponsored by Representatives Duerr, Fitzgibbon, Berry, Peterson, Ryu, Alvarado, Taylor, Reed, Walen, Bateman, Ramel, Goodman, Doglio, Macri, Callan, Simmons, Lekanoff, Gregerson, Bergquist, Stonier, Pollet, Davis, Kloba, Riccelli, Mena, and Tharinger; by request of Office of the Governor)

READ FIRST TIME 02/14/23.

1 AN ACT Relating to improving the state's climate response through
2 updates to the state's planning framework; amending RCW 36.70A.020,
3 36.70A.480, 36.70A.280, 36.70A.320, 36.70A.190, 86.12.200,
4 36.70A.030, and 70A.125.180; reenacting and amending RCW 36.70A.070
5 and 36.70A.130; adding new sections to chapter 36.70A RCW; adding a
6 new section to chapter 70A.45 RCW; adding a new section to chapter
7 47.80 RCW; adding a new section to chapter 90.58 RCW; adding a new
8 section to chapter 43.21C RCW; adding a new section to chapter 43.20
9 RCW; creating a new section; and providing an expiration date.

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

11 **Sec. 1.** RCW 36.70A.020 and 2021 c 254 s 1 are each amended to
12 read as follows:

13 The following goals are adopted to guide the development and
14 adoption of comprehensive plans and development regulations of those
15 counties and cities that are required or choose to plan under RCW
16 36.70A.040 and, where specified, also guide the development of
17 regional policies, plans, and strategies adopted under RCW 36.70A.210
18 and chapter 47.80 RCW. The following goals are not listed in order of
19 priority and shall be used exclusively for the purpose of guiding the
20 development of comprehensive plans ~~((and))~~, development regulations,
21 and, where specified, regional plans, policies, and strategies:

1 (1) Urban growth. Encourage development in urban areas where
2 adequate public facilities and services exist or can be provided in
3 an efficient manner.

4 (2) Reduce sprawl. Reduce the inappropriate conversion of
5 undeveloped land into sprawling, low-density development.

6 (3) Transportation. Encourage efficient multimodal transportation
7 systems that will reduce greenhouse gas emissions and per capita
8 vehicle miles traveled, and are based on regional priorities and
9 coordinated with county and city comprehensive plans.

10 (4) Housing. Plan for and accommodate housing affordable to all
11 economic segments of the population of this state, promote a variety
12 of residential densities and housing types, and encourage
13 preservation of existing housing stock.

14 (5) Economic development. Encourage economic development
15 throughout the state that is consistent with adopted comprehensive
16 plans, promote economic opportunity for all citizens of this state,
17 especially for unemployed and for disadvantaged persons, promote the
18 retention and expansion of existing businesses and recruitment of new
19 businesses, recognize regional differences impacting economic
20 development opportunities, and encourage growth in areas experiencing
21 insufficient economic growth, all within the capacities of the
22 state's natural resources, public services, and public facilities.

23 (6) Property rights. Private property shall not be taken for
24 public use without just compensation having been made. The property
25 rights of landowners shall be protected from arbitrary and
26 discriminatory actions.

27 (7) Permits. Applications for both state and local government
28 permits should be processed in a timely and fair manner to ensure
29 predictability.

30 (8) Natural resource industries. Maintain and enhance natural
31 resource-based industries, including productive timber, agricultural,
32 and fisheries industries. Encourage the conservation of productive
33 forestlands and productive agricultural lands, and discourage
34 incompatible uses.

35 (9) Open space and recreation. Retain open space and green space,
36 enhance recreational opportunities, ~~((conserve))~~ enhance fish and
37 wildlife habitat, increase access to natural resource lands and
38 water, and develop parks and recreation facilities.

1 (10) Environment. Protect and enhance the environment and enhance
2 the state's high quality of life, including air and water quality,
3 and the availability of water.

4 (11) Citizen participation and coordination. Encourage the
5 involvement of citizens in the planning process, including the
6 participation of vulnerable populations and overburdened communities,
7 and ensure coordination between communities and jurisdictions to
8 reconcile conflicts.

9 (12) Public facilities and services. Ensure that those public
10 facilities and services necessary to support development shall be
11 adequate to serve the development at the time the development is
12 available for occupancy and use without decreasing current service
13 levels below locally established minimum standards.

14 (13) Historic preservation. Identify and encourage the
15 preservation of lands, sites, and structures, that have historical or
16 archaeological significance.

17 (14) Climate change and resiliency. Ensure that comprehensive
18 plans, development regulations, and regional policies, plans, and
19 strategies under RCW 36.70A.210 and chapter 47.80 RCW adapt to and
20 mitigate the effects of a changing climate; support reductions in
21 greenhouse gas emissions and per capita vehicle miles traveled;
22 prepare for climate impact scenarios; foster resiliency to climate
23 impacts and natural hazards; protect and enhance environmental,
24 economic, and human health and safety; and advance environmental
25 justice.

26 (15) Shorelines of the state. For shorelines of the state, the
27 goals and policies of the shoreline management act as set forth in
28 RCW 90.58.020 shall be considered an element of the county's or
29 city's comprehensive plan.

30 **Sec. 2.** RCW 36.70A.480 and 2010 c 107 s 2 are each amended to
31 read as follows:

32 (1) For shorelines of the state, the goals and policies of the
33 shoreline management act as set forth in RCW 90.58.020 are added as
34 one of the goals of this chapter as set forth in RCW 36.70A.020
35 without creating an order of priority among the ((fourteen)) 15
36 goals. The goals and policies of a shoreline master program for a
37 county or city approved under chapter 90.58 RCW shall be considered
38 an element of the county or city's comprehensive plan. All other
39 portions of the shoreline master program for a county or city adopted

1 under chapter 90.58 RCW, including use regulations, shall be
2 considered a part of the county or city's development regulations.

3 (2) The shoreline master program shall be adopted pursuant to the
4 procedures of chapter 90.58 RCW rather than the goals, policies, and
5 procedures set forth in this chapter for the adoption of a
6 comprehensive plan or development regulations.

7 (3)(a) The policies, goals, and provisions of chapter 90.58 RCW
8 and applicable guidelines shall be the sole basis for determining
9 compliance of a shoreline master program with this chapter except as
10 the shoreline master program is required to comply with the internal
11 consistency provisions of RCW 36.70A.070, 36.70A.040(4), 35.63.125,
12 and 35A.63.105.

13 (b) Except as otherwise provided in (c) of this subsection,
14 development regulations adopted under this chapter to protect
15 critical areas within shorelines of the state apply within shorelines
16 of the state until the department of ecology approves one of the
17 following: A comprehensive master program update, as defined in RCW
18 90.58.030; a segment of a master program relating to critical areas,
19 as provided in RCW 90.58.090; or a new or amended master program
20 approved by the department of ecology on or after March 1, 2002, as
21 provided in RCW 90.58.080. The adoption or update of development
22 regulations to protect critical areas under this chapter prior to
23 department of ecology approval of a master program update as provided
24 in this subsection is not a comprehensive or segment update to the
25 master program.

26 (c)(i) Until the department of ecology approves a master program
27 or segment of a master program as provided in (b) of this subsection,
28 a use or structure legally located within shorelines of the state
29 that was established or vested on or before the effective date of the
30 local government's development regulations to protect critical areas
31 may continue as a conforming use and may be redeveloped or modified
32 if: (A) The redevelopment or modification is consistent with the
33 local government's master program; and (B) the local government
34 determines that the proposed redevelopment or modification will
35 result in no net loss of shoreline ecological functions. The local
36 government may waive this requirement if the redevelopment or
37 modification is consistent with the master program and the local
38 government's development regulations to protect critical areas.

39 (ii) For purposes of this subsection (3)(c), an agricultural
40 activity that does not expand the area being used for the

1 agricultural activity is not a redevelopment or modification.
2 "Agricultural activity," as used in this subsection (3)(c), has the
3 same meaning as defined in RCW 90.58.065.

4 (d) Upon department of ecology approval of a shoreline master
5 program or critical area segment of a shoreline master program,
6 critical areas within shorelines of the state are protected under
7 chapter 90.58 RCW and are not subject to the procedural and
8 substantive requirements of this chapter, except as provided in
9 subsection (6) of this section. Nothing in chapter 321, Laws of 2003
10 or chapter 107, Laws of 2010 is intended to affect whether or to what
11 extent agricultural activities, as defined in RCW 90.58.065, are
12 subject to chapter 36.70A RCW.

13 (e) The provisions of RCW 36.70A.172 shall not apply to the
14 adoption or subsequent amendment of a local government's shoreline
15 master program and shall not be used to determine compliance of a
16 local government's shoreline master program with chapter 90.58 RCW
17 and applicable guidelines. Nothing in this section, however, is
18 intended to limit or change the quality of information to be applied
19 in protecting critical areas within shorelines of the state, as
20 required by chapter 90.58 RCW and applicable guidelines.

21 (4) Shoreline master programs shall provide a level of protection
22 to critical areas located within shorelines of the state that assures
23 no net loss of shoreline ecological functions necessary to sustain
24 shoreline natural resources as defined by department of ecology
25 guidelines adopted pursuant to RCW 90.58.060.

26 (5) Shorelines of the state shall not be considered critical
27 areas under this chapter except to the extent that specific areas
28 located within shorelines of the state qualify for critical area
29 designation based on the definition of critical areas provided by RCW
30 36.70A.030(~~((+5))~~) (6) and have been designated as such by a local
31 government pursuant to RCW 36.70A.060(2).

32 (6) If a local jurisdiction's master program does not include
33 land necessary for buffers for critical areas that occur within
34 shorelines of the state, as authorized by RCW 90.58.030(2)(~~((+f))~~)
35 (d), then the local jurisdiction shall continue to regulate those
36 critical areas and their required buffers pursuant to RCW
37 36.70A.060(2).

38 **Sec. 3.** RCW 36.70A.070 and 2022 c 246 s 2 and 2022 c 220 s 1 are
39 each reenacted and amended to read as follows:

1 The comprehensive plan of a county or city that is required or
2 chooses to plan under RCW 36.70A.040 shall consist of a map or maps,
3 and descriptive text covering objectives, principles, and standards
4 used to develop the comprehensive plan. The plan shall be an
5 internally consistent document and all elements shall be consistent
6 with the future land use map. A comprehensive plan shall be adopted
7 and amended with public participation as provided in RCW 36.70A.140.
8 Each comprehensive plan shall include a plan, scheme, or design for
9 each of the following:

10 (1) A land use element designating the proposed general
11 distribution and general location and extent of the uses of land,
12 where appropriate, for agriculture, timber production, housing,
13 commerce, industry, recreation, open spaces and green spaces, urban
14 and community forests within the urban growth area, general aviation
15 airports, public utilities, public facilities, and other land uses.
16 The land use element shall include population densities, building
17 intensities, and estimates of future population growth. The land use
18 element shall provide for protection of the quality and quantity of
19 groundwater used for public water supplies. The land use element must
20 give special consideration to achieving environmental justice in its
21 goals and policies, including efforts to avoid creating or worsening
22 environmental health disparities. Wherever possible, the land use
23 element should consider utilizing urban planning approaches that
24 promote physical activity and reduce per capita vehicle miles
25 traveled within the jurisdiction, but without increasing greenhouse
26 gas emissions elsewhere in the state. Where applicable, the land use
27 element shall review drainage, flooding, and stormwater runoff in the
28 area and nearby jurisdictions and provide guidance for corrective
29 actions to mitigate or cleanse those discharges that pollute waters
30 of the state, including Puget Sound or waters entering Puget Sound.
31 The land use element must reduce and mitigate the risk to lives and
32 property posed by wildfires by using land use planning tools, which
33 may include, but are not limited to, adoption of portions or all of
34 the wildland urban interface code developed by the international code
35 council or developing building and maintenance standards consistent
36 with the firewise USA program or similar program designed to reduce
37 wildfire risk, reducing wildfire risks to residential development in
38 high risk areas and the wildland urban interface area, separating
39 human development from wildfire prone landscapes, and protecting

1 existing residential development and infrastructure through community
2 wildfire preparedness and fire adaptation measures.

3 (2) A housing element ensuring the vitality and character of
4 established residential neighborhoods that:

5 (a) Includes an inventory and analysis of existing and projected
6 housing needs that identifies the number of housing units necessary
7 to manage projected growth, as provided by the department of
8 commerce, including:

9 (i) Units for moderate, low, very low, and extremely low-income
10 households; and

11 (ii) Emergency housing, emergency shelters, and permanent
12 supportive housing;

13 (b) Includes a statement of goals, policies, objectives, and
14 mandatory provisions for the preservation, improvement, and
15 development of housing, including single-family residences, and
16 within an urban growth area boundary, moderate density housing
17 options including, but not limited to, duplexes, triplexes, and
18 townhomes;

19 (c) Identifies sufficient capacity of land for housing including,
20 but not limited to, government-assisted housing, housing for
21 moderate, low, very low, and extremely low-income households,
22 manufactured housing, multifamily housing, group homes, foster care
23 facilities, emergency housing, emergency shelters, permanent
24 supportive housing, and within an urban growth area boundary,
25 consideration of duplexes, triplexes, and townhomes;

26 (d) Makes adequate provisions for existing and projected needs of
27 all economic segments of the community, including:

28 (i) Incorporating consideration for low, very low, extremely low,
29 and moderate-income households;

30 (ii) Documenting programs and actions needed to achieve housing
31 availability including gaps in local funding, barriers such as
32 development regulations, and other limitations;

33 (iii) Consideration of housing locations in relation to
34 employment location; and

35 (iv) Consideration of the role of accessory dwelling units in
36 meeting housing needs;

37 (e) Identifies local policies and regulations that result in
38 racially disparate impacts, displacement, and exclusion in housing,
39 including:

40 (i) Zoning that may have a discriminatory effect;

- 1 (ii) Disinvestment; and
2 (iii) Infrastructure availability;
3 (f) Identifies and implements policies and regulations to address
4 and begin to undo racially disparate impacts, displacement, and
5 exclusion in housing caused by local policies, plans, and actions;
6 (g) Identifies areas that may be at higher risk of displacement
7 from market forces that occur with changes to zoning development
8 regulations and capital investments; and
9 (h) Establishes antidisplacement policies, with consideration
10 given to the preservation of historical and cultural communities as
11 well as investments in low, very low, extremely low, and moderate-
12 income housing; equitable development initiatives; inclusionary
13 zoning; community planning requirements; tenant protections; land
14 disposition policies; and consideration of land that may be used for
15 affordable housing.

16 In counties and cities subject to the review and evaluation
17 requirements of RCW 36.70A.215, any revision to the housing element
18 shall include consideration of prior review and evaluation reports
19 and any reasonable measures identified. The housing element should
20 link jurisdictional goals with overall county goals to ensure that
21 the housing element goals are met.

22 The adoption of ordinances, development regulations and
23 amendments to such regulations, and other nonproject actions taken by
24 a city that is required or chooses to plan under RCW 36.70A.040 that
25 increase housing capacity, increase housing affordability, and
26 mitigate displacement as required under this subsection (2) and that
27 apply outside of critical areas are not subject to administrative or
28 judicial appeal under chapter 43.21C RCW unless the adoption of such
29 ordinances, development regulations and amendments to such
30 regulations, or other nonproject actions has a probable significant
31 adverse impact on fish habitat.

32 (3) A capital facilities plan element consisting of: (a) An
33 inventory of existing capital facilities owned by public entities,
34 including green infrastructure, showing the locations and capacities
35 of the capital facilities; (b) a forecast of the future needs for
36 such capital facilities; (c) the proposed locations and capacities of
37 expanded or new capital facilities; (d) at least a six-year plan that
38 will finance such capital facilities within projected funding
39 capacities and clearly identifies sources of public money for such
40 purposes; and (e) a requirement to reassess the land use element if

1 probable funding falls short of meeting existing needs and to ensure
2 that the land use element, capital facilities plan element, and
3 financing plan within the capital facilities plan element are
4 coordinated and consistent. Park and recreation facilities shall be
5 included in the capital facilities plan element.

6 The county or city shall identify all public entities that own
7 capital facilities and endeavor in good faith to work with other
8 public entities, such as special purpose districts, to gather and
9 include within its capital facilities element the information
10 required by this subsection. If, after a good faith effort, the
11 county or city is unable to gather the information required by this
12 subsection from the other public entities, the failure to include
13 such information in its capital facilities element cannot be grounds
14 for a finding of noncompliance or invalidity under this act. A good
15 faith effort must, at a minimum, include consulting the public
16 entity's capital facility or system plans and emailing and calling
17 the staff of the public entity.

18 (4)(a) A utilities element consisting of the general location,
19 proposed location, and capacity of all existing and proposed
20 utilities(~~(r)~~) including, but not limited to, electrical (~~(lines)~~),
21 (~~(telecommunication—lines)~~) telecommunications, and natural gas
22 (~~(lines)~~) systems.

23 (b) The county or city shall identify all public entities that
24 own utility systems and endeavor in good faith to work with other
25 public entities, such as special purpose districts, to gather and
26 include within its utilities element the information required in (a)
27 of this subsection. However, if, after a good faith effort, the
28 county or city is unable to gather the information required in (a) of
29 this subsection from the other public entities, the failure to
30 include such information in the utilities element shall not be
31 grounds for a finding of noncompliance or invalidity under this act.
32 A good faith effort must, at a minimum, include consulting the public
33 entity's capital facility or system plans, and emailing and calling
34 the staff of the public entity.

35 (5) Rural element. Counties shall include a rural element
36 including lands that are not designated for urban growth,
37 agriculture, forest, or mineral resources. The following provisions
38 shall apply to the rural element:

39 (a) Growth management act goals and local circumstances. Because
40 circumstances vary from county to county, in establishing patterns of

1 rural densities and uses, a county may consider local circumstances,
2 but shall develop a written record explaining how the rural element
3 harmonizes the planning goals in RCW 36.70A.020 and meets the
4 requirements of this chapter.

5 (b) Rural development. The rural element shall permit rural
6 development, forestry, and agriculture in rural areas. The rural
7 element shall provide for a variety of rural densities, uses,
8 essential public facilities, and rural governmental services needed
9 to serve the permitted densities and uses. To achieve a variety of
10 rural densities and uses, counties may provide for clustering,
11 density transfer, design guidelines, conservation easements, and
12 other innovative techniques that will accommodate appropriate rural
13 economic advancement, densities, and uses that are not characterized
14 by urban growth and that are consistent with rural character.

15 (c) Measures governing rural development. The rural element shall
16 include measures that apply to rural development and protect the
17 rural character of the area, as established by the county, by:

- 18 (i) Containing or otherwise controlling rural development;
- 19 (ii) Assuring visual compatibility of rural development with the
20 surrounding rural area;
- 21 (iii) Reducing the inappropriate conversion of undeveloped land
22 into sprawling, low-density development in the rural area;
- 23 (iv) Protecting critical areas, as provided in RCW 36.70A.060,
24 and surface water and groundwater resources; and
- 25 (v) Protecting against conflicts with the use of agricultural,
26 forest, and mineral resource lands designated under RCW 36.70A.170.

27 (d) Limited areas of more intensive rural development. Subject to
28 the requirements of this subsection and except as otherwise
29 specifically provided in this subsection (5)(d), the rural element
30 may allow for limited areas of more intensive rural development,
31 including necessary public facilities and public services to serve
32 the limited area as follows:

33 (i) Rural development consisting of the infill, development, or
34 redevelopment of existing commercial, industrial, residential, or
35 mixed-use areas, whether characterized as shoreline development,
36 villages, hamlets, rural activity centers, or crossroads
37 developments.

38 (A) A commercial, industrial, residential, shoreline, or mixed-
39 use area are subject to the requirements of (d)(iv) of this

subsection, but are not subject to the requirements of (c)(ii) and (iii) of this subsection.

(B) Any development or redevelopment other than an industrial area or an industrial use within a mixed-use area or an industrial area under this subsection (5)(d)(i) must be principally designed to serve the existing and projected rural population.

(C) Any development or redevelopment in terms of building size, scale, use, or intensity may be permitted subject to confirmation from all existing providers of public facilities and public services of sufficient capacity of existing public facilities and public services to serve any new or additional demand from the new development or redevelopment. Development and redevelopment may include changes in use from vacant land or a previously existing use so long as the new use conforms to the requirements of this subsection (5) and is consistent with the local character. Any commercial development or redevelopment within a mixed-use area must be principally designed to serve the existing and projected rural population and must meet the following requirements:

(I) Any included retail or food service space must not exceed the footprint of previously occupied space or 5,000 square feet, whichever is greater, for the same or similar use; and

(II) Any included retail or food service space must not exceed 2,500 square feet for a new use;

(ii) The intensification of development on lots containing, or new development of, small-scale recreational or tourist uses, including commercial facilities to serve those recreational or tourist uses, that rely on a rural location and setting, but that do not include new residential development. A small-scale recreation or tourist use is not required to be principally designed to serve the existing and projected rural population. Public services and public facilities shall be limited to those necessary to serve the recreation or tourist use and shall be provided in a manner that does not permit low-density sprawl;

(iii) The intensification of development on lots containing isolated nonresidential uses or new development of isolated cottage industries and isolated small-scale businesses that are not principally designed to serve the existing and projected rural population and nonresidential uses, but do provide job opportunities for rural residents. Rural counties may allow the expansion of small-scale businesses as long as those small-scale businesses conform with

1 the rural character of the area as defined by the local government
2 according to RCW 36.70A.030(23). Rural counties may also allow new
3 small-scale businesses to utilize a site previously occupied by an
4 existing business as long as the new small-scale business conforms to
5 the rural character of the area as defined by the local government
6 according to RCW 36.70A.030(23). Public services and public
7 facilities shall be limited to those necessary to serve the isolated
8 nonresidential use and shall be provided in a manner that does not
9 permit low-density sprawl;

10 (iv) A county shall adopt measures to minimize and contain the
11 existing areas of more intensive rural development, as appropriate,
12 authorized under this subsection. Lands included in such existing
13 areas shall not extend beyond the logical outer boundary of the
14 existing area, thereby allowing a new pattern of low-density sprawl.
15 Existing areas are those that are clearly identifiable and contained
16 and where there is a logical boundary delineated predominately by the
17 built environment, but that may also include undeveloped lands if
18 limited as provided in this subsection. The county shall establish
19 the logical outer boundary of an area of more intensive rural
20 development. In establishing the logical outer boundary, the county
21 shall address (A) the need to preserve the character of existing
22 natural neighborhoods and communities, (B) physical boundaries, such
23 as bodies of water, streets and highways, and land forms and
24 contours, (C) the prevention of abnormally irregular boundaries, and
25 (D) the ability to provide public facilities and public services in a
26 manner that does not permit low-density sprawl;

27 (v) For purposes of this subsection (5)(d), an existing area or
28 existing use is one that was in existence:

29 (A) On July 1, 1990, in a county that was initially required to
30 plan under all of the provisions of this chapter;

31 (B) On the date the county adopted a resolution under RCW
32 36.70A.040(2), in a county that is planning under all of the
33 provisions of this chapter under RCW 36.70A.040(2); or

34 (C) On the date the office of financial management certifies the
35 county's population as provided in RCW 36.70A.040(5), in a county
36 that is planning under all of the provisions of this chapter pursuant
37 to RCW 36.70A.040(5).

38 (e) Exception. This subsection shall not be interpreted to permit
39 in the rural area a major industrial development or a master planned

1 resort unless otherwise specifically permitted under RCW 36.70A.360
2 and 36.70A.365.

3 (6) A transportation element that implements, and is consistent
4 with, the land use element.

5 (a) The transportation element shall include the following
6 subelements:

7 (i) Land use assumptions used in estimating travel;

8 (ii) Estimated ~~((traffic))~~ multimodal level of service impacts to
9 state-owned transportation facilities resulting from land use
10 assumptions to assist ~~((the department of transportation))~~ in
11 monitoring the performance of state facilities, to plan improvements
12 for the facilities, and to assess the impact of land-use decisions on
13 state-owned transportation facilities;

14 (iii) Facilities and services needs, including:

15 (A) An inventory of air, water, and ground transportation
16 facilities and services, including transit alignments, active
17 transportation facilities, and general aviation airport facilities,
18 to define existing capital facilities and travel levels ~~((as a basis~~
19 ~~for))~~ to inform future planning. This inventory must include state-
20 owned transportation facilities within the city or county's
21 jurisdictional boundaries;

22 (B) ~~((Level))~~ Multimodal level of service standards for all
23 locally owned arterials ~~((and))~~, locally and regionally operated
24 transit routes that serve urban growth areas, state-owned or operated
25 transit routes that serve urban areas if the department of
26 transportation has prepared such standards, and active transportation
27 facilities to serve as a gauge to judge performance of the system and
28 success in helping to achieve the goals of this chapter consistent
29 with environmental justice. These standards should be regionally
30 coordinated;

31 (C) For state-owned transportation facilities, multimodal level
32 of service standards for highways, as prescribed in chapters 47.06
33 and 47.80 RCW, to gauge the performance of the system. The purposes
34 of reflecting multimodal level of service standards for state
35 highways in the local comprehensive plan are to monitor the
36 performance of the system, to evaluate improvement strategies, and to
37 facilitate coordination between the county's or city's six-year
38 street, road, active transportation, or transit program and the
39 office of financial management's ten-year investment program. The
40 concurrency requirements of (b) of this subsection do not apply to

1 transportation facilities and services of statewide significance
2 except for counties consisting of islands whose only connection to
3 the mainland are state highways or ferry routes. In these island
4 counties, state highways and ferry route capacity must be a factor in
5 meeting the concurrency requirements in (b) of this subsection;

6 (D) Specific actions and requirements for bringing into
7 compliance (~~((locally owned))~~) transportation facilities or services
8 that are below an established multimodal level of service standard;

9 (E) Forecasts of (~~((traffic))~~) multimodal transportation demand and
10 needs within cities and urban growth areas, and forecasts of
11 multimodal transportation demand and needs outside of cities and
12 urban growth areas, for at least ten years based on the adopted land
13 use plan to (~~((provide information on the location, timing, and~~
14 capacity needs of future growth)) inform the development of a
15 transportation element that balances transportation system safety and
16 convenience to accommodate all users of the transportation system to
17 safely, reliably, and efficiently provide access and mobility to
18 people and goods. Priority must be given to inclusion of
19 transportation facilities and services providing the greatest
20 multimodal safety benefit to each category of roadway users for the
21 context and speed of the facility;

22 (F) Identification of state and local system needs to equitably
23 meet current and future demands. Identified needs on state-owned
24 transportation facilities must be consistent with the statewide
25 multimodal transportation plan required under chapter 47.06 RCW.
26 Local system needs should reflect the regional transportation system
27 and local goals, and strive to equitably implement the multimodal
28 network;

29 (G) A transition plan for transportation as required in Title II
30 of the Americans with disabilities act of 1990 (ADA). As a necessary
31 step to a program access plan to provide accessibility under the ADA,
32 state and local government, public entities, and public agencies are
33 required to perform self-evaluations of their current facilities,
34 relative to accessibility requirements of the ADA. The agencies are
35 then required to develop a program access plan, which can be called a
36 transition plan, to address any deficiencies. The plan is intended to
37 achieve the following:

38 (I) Identify physical obstacles that limit the accessibility of
39 facilities to individuals with disabilities;

1 (II) Describe the methods to be used to make the facilities
2 accessible;

3 (III) Provide a schedule for making the access modifications; and
4 (IV) Identify the public officials responsible for implementation
5 of the transition plan;

6 (iv) Finance, including:

7 (A) An analysis of funding capability to judge needs against
8 probable funding resources;

9 (B) A multiyear financing plan based on the needs identified in
10 the comprehensive plan, the appropriate parts of which shall serve as
11 the basis for the six-year street, road, or transit program required
12 by RCW 35.77.010 for cities, RCW 36.81.121 for counties, and RCW
13 35.58.2795 for public transportation systems. The multiyear financing
14 plan should be coordinated with the ten-year investment program
15 developed by the office of financial management as required by RCW
16 47.05.030;

17 (C) If probable funding falls short of meeting the identified
18 needs of the transportation system, including state transportation
19 facilities, a discussion of how additional funding will be raised, or
20 how land use assumptions will be reassessed to ensure that level of
21 service standards will be met;

22 (v) Intergovernmental coordination efforts, including an
23 assessment of the impacts of the transportation plan and land use
24 assumptions on the transportation systems of adjacent jurisdictions;

25 (vi) Demand-management strategies;

26 (vii) (~~((Pedestrian and bicycle))~~) Active transportation component
27 to include collaborative efforts to identify and designate planned
28 improvements for (~~((pedestrian and bicycle))~~) active transportation
29 facilities and corridors that address and encourage enhanced
30 community access and promote healthy lifestyles.

31 (b) After adoption of the comprehensive plan by jurisdictions
32 required to plan or who choose to plan under RCW 36.70A.040, local
33 jurisdictions must adopt and enforce ordinances which prohibit
34 development approval if the development causes the level of service
35 on a locally owned or locally or regionally operated transportation
36 facility to decline below the standards adopted in the transportation
37 element of the comprehensive plan, unless transportation improvements
38 or strategies to accommodate the impacts of development are made
39 concurrent with the development. These strategies may include
40 (~~((increased))~~) active transportation facility improvements, increased

1 or enhanced public transportation service, ride-sharing programs,
2 demand management, and other transportation systems management
3 strategies. For the purposes of this subsection (6), "concurrent with
4 the development" means that improvements or strategies are in place
5 at the time of development, or that a financial commitment is in
6 place to complete the improvements or strategies within six years. If
7 the collection of impact fees is delayed under RCW 82.02.050(3), the
8 six-year period required by this subsection (6)(b) must begin after
9 full payment of all impact fees is due to the county or city. A
10 development proposal may not be denied for causing the level of
11 service on a locally owned or locally or regionally operated
12 transportation facility to decline below the standards adopted in the
13 transportation element of the comprehensive plan where such impacts
14 could be adequately mitigated through active transportation facility
15 improvements, increased or enhanced public transportation service,
16 ride-sharing programs, demand management, or other transportation
17 systems management strategies funded by the development.

18 (c) The transportation element described in this subsection (6),
19 the six-year plans required by RCW 35.77.010 for cities, RCW
20 36.81.121 for counties, and RCW 35.58.2795 for public transportation
21 systems, and the ten-year investment program required by RCW
22 47.05.030 for the state, must be consistent.

23 (7) An economic development element establishing local goals,
24 policies, objectives, and provisions for economic growth and vitality
25 and a high quality of life. A city that has chosen to be a
26 residential community is exempt from the economic development element
27 requirement of this subsection.

28 (8) A park and recreation element that implements, and is
29 consistent with, the capital facilities plan element as it relates to
30 park and recreation facilities. The element shall include: (a)
31 Estimates of park and recreation demand for at least a ten-year
32 period; (b) an evaluation of facilities and service needs; (c) an
33 evaluation of tree canopy coverage within the urban growth area; and
34 ~~((e))~~ (d) an evaluation of intergovernmental coordination
35 opportunities to provide regional approaches for meeting park and
36 recreational demand.

37 (9)(a) A climate change and resiliency element that is designed
38 to result in reductions in overall greenhouse gas emissions and that
39 must enhance resiliency to and avoid the adverse impacts of climate
40 change, which must include efforts to reduce localized greenhouse gas

1 emissions and avoid creating or worsening localized climate impacts
2 to vulnerable populations and overburdened communities.

3 (b) The climate change and resiliency element shall include the
4 following subelements:

5 (i) A greenhouse gas emissions reduction subelement;

6 (ii) A resiliency subelement.

7 (c) The greenhouse gas emissions reduction subelement of the
8 climate change and resiliency element is mandatory for the
9 jurisdictions specified in section 4(1) of this act and is encouraged
10 for all other jurisdictions, including those planning under RCW
11 36.70A.040 and those planning under chapter 36.70 RCW. The resiliency
12 subelement of the climate change and resiliency element is mandatory
13 for all jurisdictions planning under RCW 36.70A.040 and is encouraged
14 for those jurisdictions planning under chapter 36.70 RCW.

15 (d)(i) The greenhouse gas emissions reduction subelement of the
16 comprehensive plan, and its related development regulations, must
17 identify the actions the jurisdiction will take during the planning
18 cycle consistent with the guidelines published by the department
19 pursuant to section 5 of this act that will:

20 (A) Result in reductions in overall greenhouse gas emissions
21 generated by transportation and land use within the jurisdiction but
22 without increasing greenhouse gas emissions elsewhere in the state;

23 (B) Result in reductions in per capita vehicle miles traveled
24 within the jurisdiction but without increasing greenhouse gas
25 emissions elsewhere in the state; and

26 (C) Prioritize reductions that benefit overburdened communities
27 in order to maximize the cobenefits of reduced air pollution and
28 environmental justice.

29 (ii) Actions not specifically identified in the guidelines
30 developed by the department pursuant to section 5 of this act may be
31 considered consistent with these guidelines only if:

32 (A) They are projected to achieve greenhouse gas emissions
33 reductions or per capita vehicle miles traveled reductions equivalent
34 to what would be required of the jurisdiction under the guidelines
35 adopted by the department; and

36 (B) They are supported by scientifically credible projections and
37 scenarios that indicate their adoption is likely to result in
38 reductions of greenhouse gas emissions or per capita vehicle miles
39 traveled.

1 (iii) A jurisdiction may not restrict population growth or limit
2 population allocation in order to achieve the requirements set forth
3 in this subsection (9)(d).

4 (e)(i) The resiliency subelement must equitably enhance
5 resiliency to, and avoid or substantially reduce the adverse impacts
6 of, climate change in human communities and ecological systems
7 through goals, policies, and programs consistent with the best
8 available science and scientifically credible climate projections and
9 impact scenarios that moderate or avoid harm, enhance the resiliency
10 of natural and human systems, and enhance beneficial opportunities.
11 The resiliency subelement must prioritize actions that benefit
12 overburdened communities that will disproportionately suffer from
13 compounding environmental impacts and will be most impacted by
14 natural hazards due to climate change. Specific goals, policies, and
15 programs of the resiliency subelement must include, but are not
16 limited to, those designed to:

17 (A) Identify, protect, and enhance natural areas to foster
18 resiliency to climate impacts, as well as areas of vital habitat for
19 safe passage and species migration;

20 (B) Identify, protect, and enhance community resiliency to
21 climate change impacts, including social, economic, and built
22 environment factors, that support adaptation to climate impacts
23 consistent with environmental justice; and

24 (C) Address natural hazards created or aggravated by climate
25 change, including sea level rise, landslides, flooding, drought,
26 heat, smoke, wildfire, and other effects of changes to temperature
27 and precipitation patterns.

28 (ii) A natural hazard mitigation plan or similar plan that is
29 guided by RCW 36.70A.020(14), that prioritizes actions that benefit
30 overburdened communities, and that complies with the applicable
31 requirements of this chapter, including the requirements set forth in
32 this subsection (9)(e), may be adopted by reference to satisfy these
33 requirements, except that to the extent any of the substantive
34 requirements of this subsection (9)(e) are not addressed, or are
35 inadequately addressed, in the referenced natural hazard mitigation
36 plan, a county or city must supplement the natural hazard mitigation
37 plan accordingly so that the adopted resiliency subelement complies
38 fully with the substantive requirements of this subsection (9)(e).

39 (A) If a county or city intends to adopt by reference a federal
40 emergency management agency natural hazard mitigation plan in order

1 to meet all or part of the substantive requirements set forth in this
2 subsection (9)(e), and the most recently adopted federal emergency
3 management agency natural hazard mitigation plan does not comply with
4 the requirements of this subsection (9)(e), the department may grant
5 the county or city an extension of time in which to submit a natural
6 hazard mitigation plan.

7 (B) Eligibility for an extension under this subsection prior to
8 July 1, 2027, is limited to a city or county required to review and,
9 if needed, revise its comprehensive plan on or before June 30, 2025,
10 as provided in RCW 36.70A.130, or for a city or county with an
11 existing, unexpired federal emergency management agency natural
12 hazard mitigation plan scheduled to expire before December 31, 2024.

13 (C) Extension requests after July 1, 2027, may be granted if
14 requirements for the resiliency subelement are amended or added by
15 the legislature or if the department finds other circumstances that
16 may result in a potential finding of noncompliance with a
17 jurisdiction's existing and approved federal emergency management
18 agency natural hazard mitigation plan.

19 (D) A city or county that wishes to request an extension of time
20 must submit a request in writing to the department no later than the
21 date on which the city or county is required to review and, if
22 needed, revise its comprehensive plan as provided in RCW 36.70A.130.

23 (E) Upon the submission of such a request to the department, the
24 city or county may have an additional 48 months from the date
25 provided in RCW 36.70A.130 in which to either adopt by reference an
26 updated federal emergency management agency natural hazard mitigation
27 plan or adopt its own natural hazard mitigation plan, and to then
28 submit that plan to the department.

29 (F) The adoption of ordinances, amendments to comprehensive
30 plans, amendments to development regulations, and other nonproject
31 actions taken by a county or city pursuant to (d) of this subsection
32 in order to implement measures specified by the department pursuant
33 to section 5 of this act are not subject to administrative or
34 judicial appeal under chapter 43.21C RCW.

35 (10) It is the intent that new or amended elements required after
36 January 1, 2002, be adopted concurrent with the scheduled update
37 provided in RCW 36.70A.130. Requirements to incorporate any such new
38 or amended elements shall be null and void until funds sufficient to
39 cover applicable local government costs are appropriated and

distributed by the state at least two years before local government must update comprehensive plans as required in RCW 36.70A.130.

NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70A RCW to read as follows:

(1) The requirements of the greenhouse gas emissions reduction subelement of the climate change and resiliency element set forth in RCW 36.70A.070 apply only to those counties that are required or that choose to plan under RCW 36.70A.040 and that also meet either of the criteria set forth in (a), (b), or (c) of this subsection on or after April 1, 2021, and the cities with populations greater than 6,000 as of April 1, 2021, within those counties:

(a) A county with a population density of at least 100 people per square mile and a population of at least 200,000;

(b) A county bordering on the Columbia and Snake rivers with a population density of at least 75 people per square mile and an annual growth rate of at least 1.65 percent; or

(c) A county located to the west of the crest of the Cascade mountains with a population of at least 130,000.

(2) The requirements of the amendments to the transportation element of RCW 36.70A.070 set forth in this act apply only to: (a) Counties and cities that meet the population criteria set forth in subsection (1) of this section; and (b) cities with populations of 6,000 or greater as of April 1, 2021, that are located in a county that is required or that chooses to plan under RCW 36.70A.040.

(3) The requirements of the amendments to the land use element of RCW 36.70A.070 set forth in this act apply only to: (a) Counties and cities that meet the population criteria set forth in subsection (1) or (2) of this section; and (b) counties that have a population of 20,000 or greater as of April 1, 2021, and that are required or that choose to plan under RCW 36.70A.040.

(4) Once a county meets either of the sets of criteria set forth in subsection (1) of this section, the requirement to conform with the greenhouse gas emissions reduction subelement of the climate change and resiliency element set forth in RCW 36.70A.070 remains in effect, even if the county no longer meets one of these sets of criteria.

(5) If the population of a county that previously had not been required to conform with the greenhouse gas emissions reduction subelement of the climate change and resiliency element set forth in

1 RCW 36.70A.070 changes sufficiently to meet either of the sets of
2 criteria set forth in subsection (1) of this section, the county, and
3 the cities with populations greater than 6,000 as of April 1, 2021,
4 within that county, shall adopt a greenhouse gas emissions reduction
5 subelement of the climate change and resiliency element set forth in
6 RCW 36.70A.070 at the next scheduled update of the comprehensive plan
7 as set forth in RCW 36.70A.130.

8 (6) The population criteria used in this section must be based on
9 population data as determined by the office of financial management.

10 NEW SECTION. **Sec. 5.** A new section is added to chapter 70A.45
11 RCW to read as follows:

12 (1) The department of commerce, in consultation with the
13 department of ecology, the department of health, and the department
14 of transportation, shall publish guidelines that specify a set of
15 measures counties and cities may implement via updates to their
16 comprehensive plans and development regulations that have a
17 demonstrated ability to increase housing capacity within urban growth
18 areas or reduce greenhouse gas emissions, allowing for consideration
19 of the emissions reductions achieved through the adoption of
20 statewide programs. The guidelines must prioritize measures that
21 benefit overburdened communities, including communities that have
22 experienced disproportionate harm due to air pollution and may draw
23 upon the most recent health disparities data from the department of
24 health to identify high pollution areas and disproportionately
25 burdened communities. These guidelines must be developed consistent
26 with an environmental justice assessment pursuant to RCW 70A.02.060
27 and the guidelines must include environmental justice assessment
28 processes. The guidelines must be based on:

29 (a) The most recent greenhouse gas emissions report prepared by
30 the department of ecology and the department of commerce pursuant to
31 RCW 70A.45.020(2);

32 (b) The most recent city and county population estimates prepared
33 by the office of financial management pursuant to RCW 43.62.035;

34 (c) The locations of major employment centers and transit
35 corridors, for the purpose of increasing housing supply in these
36 areas; and

37 (d) Available environmental justice data and data regarding
38 access to public transportation for people with disabilities and for
39 vulnerable populations.

1 (2)(a) The department of commerce, in consultation with the
2 department of transportation, shall publish guidelines that specify a
3 set of measures counties and cities may have available to them to
4 take through updates to their comprehensive plans and development
5 regulations that have a demonstrated ability to reduce per capita
6 vehicle miles traveled, including measures that are designed to be
7 achievable throughout the state, including in small cities and rural
8 cities.

9 (b) The guidelines must be based on:

10 (i) The most recent greenhouse gas emissions report prepared by
11 the department of ecology and the department of commerce pursuant to
12 RCW 70A.45.020(2);

13 (ii) The most recent city and county population estimates
14 prepared by the office of financial management pursuant to RCW
15 43.62.035; and

16 (iii) The most recent summary of per capita vehicle miles
17 traveled as compiled by the department of transportation.

18 (3) The department of commerce shall first publish the full set
19 of guidelines described in subsections (1) and (2) of this section no
20 later than December 31, 2025. The department of commerce shall update
21 these guidelines at least every five years thereafter based on the
22 most recently available data, and shall provide for a process for
23 local governments and other parties to submit alternative actions for
24 consideration for inclusion into the guidelines at least once per
25 year. The department of commerce shall publish an intermediate set of
26 guidelines no later than December 31, 2023, in order to be available
27 for use by jurisdictions whose periodic updates are required by RCW
28 36.70A.130(5) to occur prior to December 31, 2025. Jurisdictions
29 whose periodic updates are required by RCW 36.70A.130(5)(b) may
30 utilize the intermediate set of guidelines published by the
31 department of commerce to meet the requirements of RCW 36.70A.070(9).

32 (4)(a) In any updates to the guidelines published after 2025, the
33 department of commerce shall include an evaluation of the impact that
34 locally adopted climate change and resiliency elements have had on
35 local greenhouse gas emissions and per capita vehicle miles traveled
36 reduction goals. The evaluation must also address the impact that
37 locally adopted greenhouse gas emissions reduction subelements have
38 had on meeting local housing goals and targets.

39 (b) The updates must also include an estimate of the impacts that
40 locally adopted climate change and resiliency elements will have on

1 achieving local greenhouse gas emissions and per capita vehicle miles
2 traveled reduction goals. The evaluation must also include an
3 estimate of the impact that locally adopted greenhouse gas emissions
4 reduction subelements will have on meeting local housing goals and
5 targets.

6 (c) The department may include in the specified guidelines what
7 additional measures cities and counties should take to make
8 additional progress on local reduction goals, including any measures
9 that increase housing capacity within urban growth areas.

10 (5) The department of commerce may not propose or adopt any
11 guidelines that would include any form of a road usage charge or any
12 fees or surcharges related to vehicle miles traveled.

13 (6) The department of commerce may not propose or adopt any
14 guidelines that would direct or require local governments to regulate
15 or tax, in any form, transportation service providers, delivery
16 vehicles, or passenger vehicles.

17 (7) The department of commerce, in the course of implementing
18 this section, shall provide and prioritize options that support
19 increased housing supply and diversity of housing types that assist
20 counties and cities in meeting greenhouse gas emissions reduction,
21 housing supply, and other requirements established under this
22 chapter.

23 (8) The provisions of this section as applied to the department
24 of transportation are subject to the availability of amounts
25 appropriated for this specific purpose.

26 (9) For purposes of this section, "overburdened communities" and
27 "vulnerable populations" means the same as provided in RCW
28 36.70A.030.

29 NEW SECTION. **Sec. 6.** A new section is added to chapter 36.70A
30 RCW to read as follows:

31 (1) A county or city required to complete a greenhouse gas
32 emissions reduction subelement may submit the subelement to the
33 department for approval. When submitted to the department for
34 approval, the subelement becomes effective when approved by the
35 department as provided in this section. If a county or city does not
36 seek department approval of the subelement, the effective date of the
37 subelement is the date on which the comprehensive plan is adopted by
38 the county or city.

1 (2) Notice of intent to apply for approval. (a) Not less than 120
2 days prior to applying for approval of a subelement, the county or
3 city must notify the department in writing that it intends to apply
4 for approval. The department shall review proposed subelements prior
5 to final adoption and advise the county or city of the actions
6 necessary to receive approval.

7 (b) The department may consult with other relevant state agencies
8 in making its determination.

9 (c) The department shall publish notice in the Washington State
10 Register that a city or county has notified the department of its
11 intent to apply for approval and the department shall post a copy of
12 the notice on the department website.

13 (3) Procedures for an application for approval. (a) After taking
14 final action to adopt a greenhouse gas emissions reduction
15 subelement, a city or county may apply to the department for approval
16 of the subelement. A city or county must submit its application to
17 the department within 10 days of taking final action.

18 (b) An application for approval must include, at a minimum, the
19 following:

20 (i) A cover letter from the legislative authority requesting
21 approval;

22 (ii) A copy of the adopted ordinance or resolution taking the
23 legislative action or actions required to adopt the greenhouse gas
24 emissions reduction subelement;

25 (iii) A statement explaining how the adopted subelement complies
26 with the provisions of this chapter; and

27 (iv) A copy of the record developed by the city or county at any
28 public meetings or public hearings at which action was taken on the
29 greenhouse gas emissions reduction subelement.

30 (c) For purposes of this subsection, the terms "action" and
31 "meeting" have the same definition as in RCW 42.30.020.

32 (4) Approval procedures. (a) The department shall strive to
33 achieve final action to approve or deny an application within 180
34 days of the date of receipt of the application.

35 (b) The department must issue its decision in the form of a
36 written statement, including findings of fact and conclusions, and
37 noting the date of the issuance of its decision. The department's
38 issued decision must conspicuously and plainly state that it is the
39 department's final decision and that there will be no further

1 modifications to the proposed greenhouse gas emissions reduction
2 subelement.

3 (c) The department will promptly publish its decision on the
4 application for approval as follows:

- 5 (i) Notify the city or county in writing of its determination;
- 6 (ii) Publish a notice of action in the Washington State Register;
- 7 (iii) Post a notice of its decision on the agency website; and
- 8 (iv) Notify other relevant state agencies regarding the approval
9 decision.

10 (5) The department shall approve a proposed greenhouse gas
11 emissions reduction subelement unless it determines that the proposed
12 greenhouse gas emissions reduction subelement is not consistent with
13 the policy of RCW 36.70A.070 and, after they are adopted, the
14 applicable guidelines.

15 (6) The department's final decision to approve or reject a
16 proposed greenhouse gas emissions reduction subelement or amendment
17 by a local government planning under RCW 36.70A.040 may be appealed
18 according to the following provisions:

19 (a) The department's final decision to approve or reject a
20 proposed greenhouse gas emissions reduction subelement or amendment
21 by a local government planning under RCW 36.70A.040 may be appealed
22 to the growth management hearings board by filing a petition as
23 provided in RCW 36.70A.290.

24 (b) A decision of the growth management hearings board concerning
25 an appeal of the department's final decision to approve or reject a
26 proposed greenhouse gas emissions reduction subelement or amendment
27 must be based solely on whether or not the adopted or amended
28 greenhouse gas emissions reduction subelement, any adopted amendments
29 to other elements of the comprehensive plan necessary to carry out
30 the subelement, and any adopted or amended development regulations
31 necessary to implement the subelement, comply with the goal set forth
32 in RCW 36.70A.020(14) as it applies to greenhouse gas emissions
33 reductions, RCW 36.70A.070(9) excluding RCW 36.70A.070(9)(e), the
34 guidelines adopted under section 5 of this act applicable to the
35 greenhouse gas emissions reduction subelement, or chapter 43.21C RCW.

36 **Sec. 7.** RCW 36.70A.280 and 2011 c 360 s 17 are each amended to
37 read as follows:

38 (1) The growth management hearings board shall hear and determine
39 only those petitions alleging either:

1 (a) That, except as provided otherwise by this subsection, a
2 state agency, county, or city planning under this chapter is not in
3 compliance with the requirements of this chapter, chapter 90.58 RCW
4 as it relates to the adoption of shoreline master programs or
5 amendments thereto, or chapter 43.21C RCW as it relates to plans,
6 development regulations, or amendments, adopted under RCW 36.70A.040
7 or chapter 90.58 RCW. Nothing in this subsection authorizes the board
8 to hear petitions alleging noncompliance with RCW 36.70A.5801;

9 (b) That the ~~((twenty))~~ 20-year growth management planning
10 population projections adopted by the office of financial management
11 pursuant to RCW 43.62.035 should be adjusted;

12 (c) That the approval of a work plan adopted under RCW
13 36.70A.735(1)(a) is not in compliance with the requirements of the
14 program established under RCW 36.70A.710;

15 (d) That regulations adopted under RCW 36.70A.735(1)(b) are not
16 regionally applicable and cannot be adopted, wholly or partially, by
17 another jurisdiction; ~~((or))~~

18 (e) That a department certification under RCW 36.70A.735(1)(c) is
19 erroneous; or

20 (f) That the department's final decision to approve or reject a
21 proposed greenhouse gas emissions reduction subelement or amendments
22 by a local government planning under RCW 36.70A.040 was not in
23 compliance with the joint guidance issued by the department pursuant
24 to section 5 of this act.

25 (2) A petition may be filed only by: (a) The state, or a county
26 or city that plans under this chapter; (b) a person who has
27 participated orally or in writing before the county or city regarding
28 the matter on which a review is being requested; (c) a person who is
29 certified by the governor within ~~((sixty))~~ 60 days of filing the
30 request with the board; or (d) a person qualified pursuant to RCW
31 34.05.530.

32 (3) For purposes of this section "person" means any individual,
33 partnership, corporation, association, state agency, governmental
34 subdivision or unit thereof, or public or private organization or
35 entity of any character.

36 (4) To establish participation standing under subsection (2)(b)
37 of this section, a person must show that his or her participation
38 before the county or city was reasonably related to the person's
39 issue as presented to the board.

1 (5) When considering a possible adjustment to a growth management
2 planning population projection prepared by the office of financial
3 management, the board shall consider the implications of any such
4 adjustment to the population forecast for the entire state.

5 The rationale for any adjustment that is adopted by the board
6 must be documented and filed with the office of financial management
7 within ten working days after adoption.

8 If adjusted by the board, a county growth management planning
9 population projection shall only be used for the planning purposes
10 set forth in this chapter and shall be known as the "board adjusted
11 population projection." None of these changes shall affect the
12 official state and county population forecasts prepared by the office
13 of financial management, which shall continue to be used for state
14 budget and planning purposes.

15 **Sec. 8.** RCW 36.70A.320 and 1997 c 429 s 20 are each amended to
16 read as follows:

17 (1) Except as provided in subsections (5) and (6) of this
18 section, comprehensive plans and development regulations, and
19 amendments thereto, adopted under this chapter are presumed valid
20 upon adoption.

21 (2) Except as otherwise provided in subsection (4) of this
22 section, the burden is on the petitioner to demonstrate that any
23 action taken by a state agency, county, or city under this chapter is
24 not in compliance with the requirements of this chapter.

25 (3) In any petition under this chapter, the board, after full
26 consideration of the petition, shall determine whether there is
27 compliance with the requirements of this chapter. In making its
28 determination, the board shall consider the criteria adopted by the
29 department under RCW 36.70A.190(4). The board shall find compliance
30 unless it determines that the action by the state agency, county, or
31 city is clearly erroneous in view of the entire record before the
32 board and in light of the goals and requirements of this chapter.

33 (4) A county or city subject to a determination of invalidity
34 made under RCW 36.70A.300 or 36.70A.302 has the burden of
35 demonstrating that the ordinance or resolution it has enacted in
36 response to the determination of invalidity will no longer
37 substantially interfere with the fulfillment of the goals of this
38 chapter under the standard in RCW 36.70A.302(1).

1 (5) The shoreline element of a comprehensive plan and the
2 applicable development regulations adopted by a county or city shall
3 take effect as provided in chapter 90.58 RCW.

4 (6) The greenhouse gas emissions reduction subelement required by
5 RCW 36.70A.070 shall take effect as provided in section 6 of this
6 act.

7 **Sec. 9.** RCW 36.70A.190 and 2022 c 252 s 5 are each amended to
8 read as follows:

9 (1) The department shall establish a program of technical and
10 financial assistance and incentives to counties and cities to
11 encourage and facilitate the adoption and implementation of
12 comprehensive plans and development regulations throughout the state.

13 (2) The department shall develop a priority list and establish
14 funding levels for planning and technical assistance grants both for
15 counties and cities that plan under RCW 36.70A.040. Priority for
16 assistance shall be based on a county's or city's population growth
17 rates, commercial and industrial development rates, the existence and
18 quality of a comprehensive plan and development regulations, the
19 presence of overburdened communities, and other relevant factors. The
20 department shall establish funding levels for grants to community-
21 based organizations for the specific purpose of advancing
22 participation of vulnerable populations and overburdened communities
23 in the planning process.

24 (3) The department shall develop and administer a grant program
25 to provide direct financial assistance to counties and cities for the
26 preparation of comprehensive plans under this chapter. The department
27 may establish provisions for county and city matching funds to
28 conduct activities under this subsection. Grants may be expended for
29 any purpose directly related to the preparation of a county or city
30 comprehensive plan as the county or city and the department may
31 agree, including, without limitation, the conducting of surveys,
32 inventories and other data gathering and management activities, the
33 retention of planning consultants, contracts with regional councils
34 for planning and related services, and other related purposes.

35 (4) The department shall establish a program of technical
36 assistance:

37 (a) Utilizing department staff, the staff of other state
38 agencies, and the technical resources of counties and cities to help
39 in the development of comprehensive plans required under this

chapter. The technical assistance may include, but not be limited to, model land use ordinances, regional education and training programs, and information for local and regional inventories; and

(b) Adopting by rule procedural criteria to assist counties and cities in adopting comprehensive plans and development regulations that meet the goals and requirements of this chapter. These criteria shall reflect regional and local variations and the diversity that exists among different counties and cities that plan under this chapter.

(5) The department shall provide mediation services to resolve disputes between counties and cities regarding, among other things, coordination of regional issues and designation of urban growth areas.

(6) The department shall provide services to facilitate the timely resolution of disputes between a federally recognized Indian tribe and a city or county.

(a) A federally recognized Indian tribe may request the department to provide facilitation services to resolve issues of concern with a proposed comprehensive plan and its development regulations, or any amendment to the comprehensive plan and its development regulations.

(b) Upon receipt of a request from a tribe, the department shall notify the city or county of the request and offer to assist in providing facilitation services to encourage resolution before adoption of the proposed comprehensive plan. Upon receipt of the notice from the department, the city or county must delay any final action to adopt any comprehensive plan or any amendment or its development regulations for at least 60 days. The tribe and the city or county may jointly agree to extend this period by notifying the department. A county or city must not be penalized for noncompliance under this chapter due to any delays associated with this process.

(c) Upon receipt of a request, the department shall provide comments to the county or city including a summary and supporting materials regarding the tribe's concerns. The county or city may either agree to amend the comprehensive plan as requested consistent with the comments from the department, or enter into a facilitated process with the tribe, which must be arranged by the department using a suitable expert to be paid by the department. This facilitated process may also extend the 60-day delay of adoption, upon agreement of the tribe and the city or county.

1 (d) At the end of the 60-day period, unless by agreement there is
2 an extension of the 60-day period, the city or county may proceed
3 with adoption of the proposed comprehensive plan and development
4 regulations. The facilitator shall write a report of findings
5 describing the basis for agreements or disagreements that occurred
6 during the process that are allowed to be disclosed by the parties
7 and the resulting agreed-upon elements of the plan to be amended.

8 (7) The department shall provide planning grants to enhance
9 citizen participation under RCW 36.70A.140.

10 (8) The department shall develop, in collaboration with the
11 department of ecology, the department of fish and wildlife, the
12 department of natural resources, the department of health, the
13 emergency management division of the military department, as well as
14 any federally recognized tribe who chooses to voluntarily
15 participate, and adopt by rule guidance that creates a model climate
16 change and resiliency element that may be used by counties, cities,
17 and multiple-county planning regions for developing and implementing
18 climate change and resiliency plans and policies required by RCW
19 36.70A.070(9), subject to the following provisions:

20 (a) The model element must establish minimum requirements, and
21 may include model options or voluntary cross-jurisdictional
22 strategies, or both, for fulfilling the requirements of RCW
23 36.70A.070(9);

24 (b) The model element should provide guidance on identifying,
25 designing, and investing in infrastructure that supports community
26 resilience to climate impacts, including the protection, restoration,
27 and enhancement of natural infrastructure as well as traditional
28 infrastructure and protecting and enhancing natural areas to foster
29 resiliency to climate impacts, as well as areas of vital habitat for
30 safe passage and species migration;

31 (c) The model element should provide guidance on identifying and
32 addressing natural hazards created or aggravated by climate change,
33 including sea level rise, landslides, flooding, drought, heat, smoke,
34 wildfires, and other effects of reasonably anticipated changes to
35 temperature and precipitation patterns; and

36 (d) The rule must recognize and promote as many cobenefits of
37 climate resilience as possible such as climate change mitigation,
38 salmon recovery, forest health, ecosystem services, and socioeconomic
39 health and resilience.

1 NEW SECTION. **Sec. 10.** A new section is added to chapter 47.80
2 RCW to read as follows:

3 The department shall compile, maintain, and publish a summary of
4 the per capita vehicle miles traveled annually in each city in the
5 state, and in the unincorporated portions of each county in the
6 state.

7 NEW SECTION. **Sec. 11.** A new section is added to chapter 90.58
8 RCW to read as follows:

9 The department shall update its shoreline master program
10 guidelines to require shoreline master programs to address the impact
11 of sea level rise and increased storm severity on people, property,
12 and shoreline natural resources and the environment.

13 **Sec. 12.** RCW 86.12.200 and 1991 c 322 s 3 are each amended to
14 read as follows:

15 The county legislative authority of any county may adopt a
16 comprehensive flood control management plan for any drainage basin
17 that is located wholly or partially within the county.

18 A comprehensive flood control management plan shall include the
19 following elements:

20 (1) Designation of areas that are susceptible to periodic
21 flooding, from inundation by bodies of water or surface water runoff,
22 or both, including the river's meander belt or floodway;

23 (2) Establishment of a comprehensive scheme of flood control
24 protection and improvements for the areas that are subject to such
25 periodic flooding, that includes: (a) Determining the need for, and
26 desirable location of, flood control improvements to protect or
27 preclude flood damage to structures, works, and improvements, based
28 upon a cost/benefit ratio between the expense of providing and
29 maintaining these improvements and the benefits arising from these
30 improvements; (b) establishing the level of flood protection that
31 each portion of the system of flood control improvements will be
32 permitted; (c) identifying alternatives to in-stream flood control
33 work; (d) identifying areas where flood waters could be directed
34 during a flood to avoid damage to buildings and other structures; and
35 (e) identifying sources of revenue that will be sufficient to finance
36 the comprehensive scheme of flood control protection and
37 improvements;

1 (3) Establishing land use regulations that preclude the location
2 of structures, works, or improvements in critical portions of such
3 areas subject to periodic flooding, including a river's meander belt
4 or floodway, and permitting only flood-compatible land uses in such
5 areas;

6 (4) Establishing restrictions on construction activities in areas
7 subject to periodic floods that require the flood proofing of those
8 structures that are permitted to be constructed or remodeled; ~~((and))~~

9 (5) Establishing restrictions on land clearing activities and
10 development practices that exacerbate flood problems by increasing
11 the flow or accumulation of flood waters, or the intensity of
12 drainage, on low-lying areas. Land clearing activities do not include
13 forest practices as defined in chapter 76.09 RCW; and

14 (6) Consideration of climate change impacts, including the impact
15 of sea level rise and increased storm severity on people, property,
16 natural resources, and the environment.

17 A comprehensive flood control management plan shall be subject to
18 the minimum requirements for participation in the national flood
19 insurance program, requirements exceeding the minimum national flood
20 insurance program that have been adopted by the department of ecology
21 for a specific floodplain pursuant to RCW 86.16.031, and rules
22 adopted by the department of ecology pursuant to RCW 86.26.050
23 relating to floodplain management activities. When a county plans
24 under chapter 36.70A RCW, it may incorporate the portion of its
25 comprehensive flood control management plan relating to land use
26 restrictions in its comprehensive plan and development regulations
27 adopted pursuant to chapter 36.70A RCW.

28 NEW SECTION. **Sec. 13.** A new section is added to chapter 43.21C
29 RCW to read as follows:

30 The adoption of ordinances, amendments to comprehensive plans,
31 amendments to development regulations, and other nonproject actions
32 taken by a county or city pursuant to RCW 36.70A.070(9) (d) or (e) in
33 order to implement measures specified by the department of commerce
34 pursuant to section 5 of this act are not subject to administrative
35 or judicial appeals under this chapter.

36 **Sec. 14.** RCW 36.70A.030 and 2021 c 254 s 6 are each amended to
37 read as follows:

1 Unless the context clearly requires otherwise, the definitions in
2 this section apply throughout this chapter.

3 (1) "Adopt a comprehensive land use plan" means to enact a new
4 comprehensive land use plan or to update an existing comprehensive
5 land use plan.

6 (2) "Affordable housing" means, unless the context clearly
7 indicates otherwise, residential housing whose monthly costs,
8 including utilities other than telephone, do not exceed thirty
9 percent of the monthly income of a household whose income is:

10 (a) For rental housing, (~~sixty~~) 60 percent of the median
11 household income adjusted for household size, for the county where
12 the household is located, as reported by the United States department
13 of housing and urban development; or

14 (b) For owner-occupied housing, (~~eighty~~) 80 percent of the
15 median household income adjusted for household size, for the county
16 where the household is located, as reported by the United States
17 department of housing and urban development.

18 (3) "Agricultural land" means land primarily devoted to the
19 commercial production of horticultural, viticultural, floricultural,
20 dairy, apiary, vegetable, or animal products or of berries, grain,
21 hay, straw, turf, seed, Christmas trees not subject to the excise tax
22 imposed by RCW 84.33.100 through 84.33.140, finfish in upland
23 hatcheries, or livestock, and that has long-term commercial
24 significance for agricultural production.

25 (4) "City" means any city or town, including a code city.

26 (5) "Comprehensive land use plan," "comprehensive plan," or
27 "plan" means a generalized coordinated land use policy statement of
28 the governing body of a county or city that is adopted pursuant to
29 this chapter.

30 (6) "Critical areas" include the following areas and ecosystems:

31 (a) Wetlands; (b) areas with a critical recharging effect on aquifers
32 used for potable water; (c) fish and wildlife habitat conservation
33 areas; (d) frequently flooded areas; and (e) geologically hazardous
34 areas. "Fish and wildlife habitat conservation areas" does not
35 include such artificial features or constructs as irrigation delivery
36 systems, irrigation infrastructure, irrigation canals, or drainage
37 ditches that lie within the boundaries of and are maintained by a
38 port district or an irrigation district or company.

39 (7) "Department" means the department of commerce.

1 (8) "Development regulations" or "regulation" means the controls
2 placed on development or land use activities by a county or city,
3 including, but not limited to, zoning ordinances, critical areas
4 ordinances, shoreline master programs, official controls, planned
5 unit development ordinances, subdivision ordinances, and binding site
6 plan ordinances together with any amendments thereto. A development
7 regulation does not include a decision to approve a project permit
8 application, as defined in RCW 36.70B.020, even though the decision
9 may be expressed in a resolution or ordinance of the legislative body
10 of the county or city.

11 (9) "Emergency housing" means temporary indoor accommodations for
12 individuals or families who are homeless or at imminent risk of
13 becoming homeless that is intended to address the basic health, food,
14 clothing, and personal hygiene needs of individuals or families.
15 Emergency housing may or may not require occupants to enter into a
16 lease or an occupancy agreement.

17 (10) "Emergency shelter" means a facility that provides a
18 temporary shelter for individuals or families who are currently
19 homeless. Emergency shelter may not require occupants to enter into a
20 lease or an occupancy agreement. Emergency shelter facilities may
21 include day and warming centers that do not provide overnight
22 accommodations.

23 (11) "Extremely low-income household" means a single person,
24 family, or unrelated persons living together whose adjusted income is
25 at or below thirty percent of the median household income adjusted
26 for household size, for the county where the household is located, as
27 reported by the United States department of housing and urban
28 development.

29 (12) "Forestland" means land primarily devoted to growing trees
30 for long-term commercial timber production on land that can be
31 economically and practically managed for such production, including
32 Christmas trees subject to the excise tax imposed under RCW 84.33.100
33 through 84.33.140, and that has long-term commercial significance. In
34 determining whether forestland is primarily devoted to growing trees
35 for long-term commercial timber production on land that can be
36 economically and practically managed for such production, the
37 following factors shall be considered: (a) The proximity of the land
38 to urban, suburban, and rural settlements; (b) surrounding parcel
39 size and the compatibility and intensity of adjacent and nearby land
40 uses; (c) long-term local economic conditions that affect the ability

1 to manage for timber production; and (d) the availability of public
2 facilities and services conducive to conversion of forestland to
3 other uses.

4 (13) "Freight rail dependent uses" means buildings and other
5 infrastructure that are used in the fabrication, processing, storage,
6 and transport of goods where the use is dependent on and makes use of
7 an adjacent short line railroad. Such facilities are both urban and
8 rural development for purposes of this chapter. "Freight rail
9 dependent uses" does not include buildings and other infrastructure
10 that are used in the fabrication, processing, storage, and transport
11 of coal, liquefied natural gas, or "crude oil" as defined in RCW
12 90.56.010.

13 (14) "Geologically hazardous areas" means areas that because of
14 their susceptibility to erosion, sliding, earthquake, or other
15 geological events, are not suited to the siting of commercial,
16 residential, or industrial development consistent with public health
17 or safety concerns.

18 (15) "Long-term commercial significance" includes the growing
19 capacity, productivity, and soil composition of the land for long-
20 term commercial production, in consideration with the land's
21 proximity to population areas, and the possibility of more intense
22 uses of the land.

23 (16) "Low-income household" means a single person, family, or
24 unrelated persons living together whose adjusted income is at or
25 below eighty percent of the median household income adjusted for
26 household size, for the county where the household is located, as
27 reported by the United States department of housing and urban
28 development.

29 (17) "Minerals" include gravel, sand, and valuable metallic
30 substances.

31 (18) "Moderate-income household" means a single person, family,
32 or unrelated persons living together whose adjusted income is at or
33 below 120 percent of the median household income adjusted for
34 household size, for the county where the household is located, as
35 reported by the United States department of housing and urban
36 development.

37 (19) "Permanent supportive housing" is subsidized, leased housing
38 with no limit on length of stay that prioritizes people who need
39 comprehensive support services to retain tenancy and utilizes
40 admissions practices designed to use lower barriers to entry than

1 would be typical for other subsidized or unsubsidized rental housing,
2 especially related to rental history, criminal history, and personal
3 behaviors. Permanent supportive housing is paired with on-site or
4 off-site voluntary services designed to support a person living with
5 a complex and disabling behavioral health or physical health
6 condition who was experiencing homelessness or was at imminent risk
7 of homelessness prior to moving into housing to retain their housing
8 and be a successful tenant in a housing arrangement, improve the
9 resident's health status, and connect the resident of the housing
10 with community-based health care, treatment, or employment services.
11 Permanent supportive housing is subject to all of the rights and
12 responsibilities defined in chapter 59.18 RCW.

13 (20) "Public facilities" include streets, roads, highways,
14 sidewalks, street and road lighting systems, traffic signals,
15 domestic water systems, storm and sanitary sewer systems, parks and
16 recreational facilities, and schools.

17 (21) "Public services" include fire protection and suppression,
18 law enforcement, public health, education, recreation, environmental
19 protection, and other governmental services.

20 (22) "Recreational land" means land so designated under RCW
21 36.70A.1701 and that, immediately prior to this designation, was
22 designated as agricultural land of long-term commercial significance
23 under RCW 36.70A.170. Recreational land must have playing fields and
24 supporting facilities existing before July 1, 2004, for sports played
25 on grass playing fields.

26 (23) "Rural character" refers to the patterns of land use and
27 development established by a county in the rural element of its
28 comprehensive plan:

29 (a) In which open space, the natural landscape, and vegetation
30 predominate over the built environment;

31 (b) That foster traditional rural lifestyles, rural-based
32 economies, and opportunities to both live and work in rural areas;

33 (c) That provide visual landscapes that are traditionally found
34 in rural areas and communities;

35 (d) That are compatible with the use of the land by wildlife and
36 for fish and wildlife habitat;

37 (e) That reduce the inappropriate conversion of undeveloped land
38 into sprawling, low-density development;

39 (f) That generally do not require the extension of urban
40 governmental services; and

1 (g) That are consistent with the protection of natural surface
2 water flows and groundwater and surface water recharge and discharge
3 areas.

4 (24) "Rural development" refers to development outside the urban
5 growth area and outside agricultural, forest, and mineral resource
6 lands designated pursuant to RCW 36.70A.170. Rural development can
7 consist of a variety of uses and residential densities, including
8 clustered residential development, at levels that are consistent with
9 the preservation of rural character and the requirements of the rural
10 element. Rural development does not refer to agriculture or forestry
11 activities that may be conducted in rural areas.

12 (25) "Rural governmental services" or "rural services" include
13 those public services and public facilities historically and
14 typically delivered at an intensity usually found in rural areas, and
15 may include domestic water systems, fire and police protection
16 services, transportation and public transit services, and other
17 public utilities associated with rural development and normally not
18 associated with urban areas. Rural services do not include storm or
19 sanitary sewers, except as otherwise authorized by RCW 36.70A.110(4).

20 (26) "Short line railroad" means those railroad lines designated
21 class II or class III by the United States surface transportation
22 board.

23 (27) "Urban governmental services" or "urban services" include
24 those public services and public facilities at an intensity
25 historically and typically provided in cities, specifically including
26 storm and sanitary sewer systems, domestic water systems, street
27 cleaning services, fire and police protection services, public
28 transit services, and other public utilities associated with urban
29 areas and normally not associated with rural areas.

30 (28) "Urban growth" refers to growth that makes intensive use of
31 land for the location of buildings, structures, and impermeable
32 surfaces to such a degree as to be incompatible with the primary use
33 of land for the production of food, other agricultural products, or
34 fiber, or the extraction of mineral resources, rural uses, rural
35 development, and natural resource lands designated pursuant to RCW
36 36.70A.170. A pattern of more intensive rural development, as
37 provided in RCW 36.70A.070(5)(d), is not urban growth. When allowed
38 to spread over wide areas, urban growth typically requires urban
39 governmental services. "Characterized by urban growth" refers to land
40 having urban growth located on it, or to land located in relationship

1 to an area with urban growth on it as to be appropriate for urban
2 growth.

3 (29) "Urban growth areas" means those areas designated by a
4 county pursuant to RCW 36.70A.110.

5 (30) "Very low-income household" means a single person, family,
6 or unrelated persons living together whose adjusted income is at or
7 below fifty percent of the median household income adjusted for
8 household size, for the county where the household is located, as
9 reported by the United States department of housing and urban
10 development.

11 (31) "Wetland" or "wetlands" means areas that are inundated or
12 saturated by surface water or groundwater at a frequency and duration
13 sufficient to support, and that under normal circumstances do
14 support, a prevalence of vegetation typically adapted for life in
15 saturated soil conditions. Wetlands generally include swamps,
16 marshes, bogs, and similar areas. Wetlands do not include those
17 artificial wetlands intentionally created from nonwetland sites,
18 including, but not limited to, irrigation and drainage ditches,
19 grass-lined swales, canals, detention facilities, wastewater
20 treatment facilities, farm ponds, and landscape amenities, or those
21 wetlands created after July 1, 1990, that were unintentionally
22 created as a result of the construction of a road, street, or
23 highway. Wetlands may include those artificial wetlands intentionally
24 created from nonwetland areas created to mitigate conversion of
25 wetlands.

26 (32) "Per capita vehicle miles traveled" means the number of
27 miles traveled using cars and light trucks in a calendar year divided
28 by the number of residents in Washington. The calculation of this
29 value excludes vehicle miles driven conveying freight.

30 (33) "Active transportation" means forms of pedestrian mobility
31 including walking or running, the use of a mobility assistive device
32 such as a wheelchair, bicycling and cycling irrespective of the
33 number of wheels, and the use of small personal devices such as foot
34 scooters or skateboards. Active transportation includes both
35 traditional and electric assist bicycles and other devices. Planning
36 for active transportation must consider and address accommodation
37 pursuant to the Americans with disabilities act and the distinct
38 needs of each form of active transportation.

39 (34) "Transportation system" means all infrastructure and
40 services for all forms of transportation within a geographical area,

1 irrespective of the responsible jurisdiction or transportation
2 provider.

3 (35) "Environmental justice" means the fair treatment and
4 meaningful involvement of all people regardless of race, color,
5 national origin, or income with respect to development,
6 implementation, and enforcement of environmental laws, regulations,
7 and policies. Environmental justice includes addressing
8 disproportionate environmental and health impacts in all laws, rules,
9 and policies with environmental impacts by prioritizing vulnerable
10 populations and overburdened communities and the equitable
11 distribution of resources and benefits.

12 (36) "Active transportation facilities" means facilities provided
13 for the safety and mobility of active transportation users including,
14 but not limited to, trails, as defined in RCW 47.30.005, sidewalks,
15 bike lanes, shared-use paths, and other facilities in the public
16 right-of-way.

17 (37) "Green space" means an area of land, vegetated by natural
18 features such as grass, trees, or shrubs, within an urban context and
19 less than one acre in size that creates public value through one or
20 more of the following attributes:

21 (a) Is accessible to the public;
22 (b) Promotes physical and mental health of residents;
23 (c) Provides relief from the urban heat island effects;
24 (d) Promotes recreational and aesthetic values;
25 (e) Protects streams or water supply; or
26 (f) Preserves visual quality along highway, road, or street
27 corridors.

28 (38) "Green infrastructure" means a wide array of natural assets
29 and built structures within an urban growth area boundary, including
30 parks and other areas with protected tree canopy, and management
31 practices at multiple scales that manage wet weather and that
32 maintain and restore natural hydrology by storing, infiltrating,
33 evapotranspiring, and harvesting and using stormwater.

34 (39) "Wildland urban interface" means the geographical area where
35 structures and other human development meets or intermingles with
36 wildland vegetative fuels.

37 (40) "Overburdened community" means a geographic area where
38 vulnerable populations face combined, multiple environmental harms
39 and health impacts, and includes, but is not limited to, highly
40 impacted communities as defined in RCW 19.405.020.

1 (41)(a) "Vulnerable populations" means population groups that are
2 more likely to be at higher risk for poor health outcomes in response
3 to environmental harms, due to: (i) Adverse socioeconomic factors,
4 such as unemployment, high housing and transportation costs relative
5 to income, limited access to nutritious food and adequate health
6 care, linguistic isolation, and other factors that negatively affect
7 health outcomes and increase vulnerability to the effects of
8 environmental harms; and (ii) sensitivity factors, such as low birth
9 weight and higher rates of hospitalization.

10 (b) "Vulnerable populations" includes, but is not limited to:
11 (i) Racial or ethnic minorities;
12 (ii) Low-income populations; and
13 (iii) Populations disproportionately impacted by environmental
14 harms.

15 **Sec. 15.** RCW 36.70A.130 and 2022 c 287 s 1 and 2022 c 192 s 1
16 are each reenacted and amended to read as follows:

17 (1)(a) Each comprehensive land use plan and development
18 regulations shall be subject to continuing review and evaluation by
19 the county or city that adopted them. Except as otherwise provided, a
20 county or city shall take legislative action to review and, if
21 needed, revise its comprehensive land use plan and development
22 regulations to ensure the plan and regulations comply with the
23 requirements of this chapter according to the deadlines in
24 subsections (4) and (5) of this section.

25 (b) Except as otherwise provided, a county or city not planning
26 under RCW 36.70A.040 shall take action to review and, if needed,
27 revise its policies and development regulations regarding critical
28 areas and natural resource lands adopted according to this chapter to
29 ensure these policies and regulations comply with the requirements of
30 this chapter according to the deadlines in subsections (4) and (5) of
31 this section. Legislative action means the adoption of a resolution
32 or ordinance following notice and a public hearing indicating at a
33 minimum, a finding that a review and evaluation has occurred and
34 identifying the revisions made, or that a revision was not needed and
35 the reasons therefor.

36 (c) The review and evaluation required by this subsection shall
37 include, but is not limited to, consideration of critical area
38 ordinances and, if planning under RCW 36.70A.040, an analysis of the

1 population allocated to a city or county from the most recent ((ten))
2 10-year population forecast by the office of financial management.

3 (d) Any amendment of or revision to a comprehensive land use plan
4 shall conform to this chapter. Any amendment of or revision to
5 development regulations shall be consistent with and implement the
6 comprehensive plan.

7 (2)(a) Each county and city shall establish and broadly
8 disseminate to the public a public participation program consistent
9 with RCW 36.70A.035 and 36.70A.140 that identifies procedures and
10 schedules whereby updates, proposed amendments, or revisions of the
11 comprehensive plan are considered by the governing body of the county
12 or city no more frequently than once every year. "Updates" means to
13 review and revise, if needed, according to subsection (1) of this
14 section, and the deadlines in subsections (4) and (5) of this section
15 or in accordance with the provisions of subsection (6) of this
16 section. Amendments may be considered more frequently than once per
17 year under the following circumstances:

18 (i) The initial adoption of a subarea plan. Subarea plans adopted
19 under this subsection (2)(a)(i) must clarify, supplement, or
20 implement jurisdiction-wide comprehensive plan policies, and may only
21 be adopted if the cumulative impacts of the proposed plan are
22 addressed by appropriate environmental review under chapter 43.21C
23 RCW;

24 (ii) The development of an initial subarea plan for economic
25 development located outside of the one hundred year floodplain in a
26 county that has completed a state-funded pilot project that is based
27 on watershed characterization and local habitat assessment;

28 (iii) The adoption or amendment of a shoreline master program
29 under the procedures set forth in chapter 90.58 RCW;

30 (iv) The amendment of the capital facilities element of a
31 comprehensive plan that occurs concurrently with the adoption or
32 amendment of a county or city budget; or

33 (v) The adoption of comprehensive plan amendments necessary to
34 enact a planned action under RCW 43.21C.440, provided that amendments
35 are considered in accordance with the public participation program
36 established by the county or city under this subsection (2)(a) and
37 all persons who have requested notice of a comprehensive plan update
38 are given notice of the amendments and an opportunity to comment.

39 (b) Except as otherwise provided in (a) of this subsection, all
40 proposals shall be considered by the governing body concurrently so

1 the cumulative effect of the various proposals can be ascertained.
2 However, after appropriate public participation a county or city may
3 adopt amendments or revisions to its comprehensive plan that conform
4 with this chapter whenever an emergency exists or to resolve an
5 appeal of a comprehensive plan filed with the growth management
6 hearings board or with the court.

7 (3)(a) Each county that designates urban growth areas under RCW
8 36.70A.110 shall review, according to the schedules established in
9 subsections (4) and (5) of this section, its designated urban growth
10 area or areas, patterns of development occurring within the urban
11 growth area or areas, and the densities permitted within both the
12 incorporated and unincorporated portions of each urban growth area.
13 In conjunction with this review by the county, each city located
14 within an urban growth area shall review the densities permitted
15 within its boundaries, and the extent to which the urban growth
16 occurring within the county has located within each city and the
17 unincorporated portions of the urban growth areas.

18 (b) The county comprehensive plan designating urban growth areas,
19 and the densities permitted in the urban growth areas by the
20 comprehensive plans of the county and each city located within the
21 urban growth areas, shall be revised to accommodate the urban growth
22 projected to occur in the county for the succeeding ~~((twenty))~~ 20-
23 year period. The review required by this subsection may be combined
24 with the review and evaluation required by RCW 36.70A.215.

25 (c) If, during the county's review under (a) of this subsection,
26 the county determines revision of the urban growth area is not
27 required to accommodate the urban growth projected to occur in the
28 county for the succeeding 20-year period, but does determine that
29 patterns of development have created pressure in areas that exceed
30 available, developable lands within the urban growth area, the urban
31 growth area or areas may be revised to accommodate identified
32 patterns of development and likely future development pressure for
33 the succeeding 20-year period if the following requirements are met:

34 (i) The revised urban growth area may not result in an increase
35 in the total surface areas of the urban growth area or areas;

36 (ii) The areas added to the urban growth area are not or have not
37 been designated as agricultural, forest, or mineral resource lands of
38 long-term commercial significance;

39 (iii) Less than 15 percent of the areas added to the urban growth
40 area are critical areas;

1 (iv) The areas added to the urban growth areas are suitable for
2 urban growth;

3 (v) The transportation element and capital facility plan element
4 have identified the transportation facilities, and public facilities
5 and services needed to serve the urban growth area and the funding to
6 provide the transportation facilities and public facilities and
7 services;

8 (vi) The urban growth area is not larger than needed to
9 accommodate the growth planned for the succeeding 20-year planning
10 period and a reasonable land market supply factor;

11 (vii) The areas removed from the urban growth area do not include
12 urban growth or urban densities; and

13 (viii) The revised urban growth area is contiguous, does not
14 include holes or gaps, and will not increase pressures to urbanize
15 rural or natural resource lands.

16 (4) Except as otherwise provided in subsections (6) and (8) of
17 this section, counties and cities shall take action to review and, if
18 needed, revise their comprehensive plans and development regulations
19 to ensure the plan and regulations comply with the requirements of
20 this chapter as follows:

21 (a) On or before June 30, 2015, for King, Pierce, and Snohomish
22 counties and the cities within those counties;

23 (b) On or before June 30, 2016, for Clallam, Clark, Island,
24 Jefferson, Kitsap, Mason, San Juan, Skagit, Thurston, and Whatcom
25 counties and the cities within those counties;

26 (c) On or before June 30, 2017, for Benton, Chelan, Cowlitz,
27 Douglas, Kittitas, Lewis, Skamania, Spokane, and Yakima counties and
28 the cities within those counties; and

29 (d) On or before June 30, 2018, for Adams, Asotin, Columbia,
30 Ferry, Franklin, Garfield, Grant, Grays Harbor, Klickitat, Lincoln,
31 Okanogan, Pacific, Pend Oreille, Stevens, Wahkiakum, Walla Walla, and
32 Whitman counties and the cities within those counties.

33 (5) Except as otherwise provided in subsections (6) and (8) of
34 this section, following the review of comprehensive plans and
35 development regulations required by subsection (4) of this section,
36 counties and cities shall take action to review and, if needed,
37 revise their comprehensive plans and development regulations to
38 ensure the plan and regulations comply with the requirements of this
39 chapter as follows:

1 (a) ~~((10))~~ Except as provided in subsection (10) of this section,
2 on or before December 31, 2024, with the following review and, if
3 needed, revision on or before June 30, 2034, and then every ~~((ten))~~
4 10 years thereafter, for King, Kitsap, Pierce, and Snohomish counties
5 and the cities within those counties;

6 (b) On or before June 30, 2025, and every ~~((ten))~~ 10 years
7 thereafter, for Clallam, Clark, Island, Jefferson, Lewis, Mason, San
8 Juan, Skagit, Thurston, and Whatcom counties and the cities within
9 those counties;

10 (c) On or before June 30, 2026, and every ~~((ten))~~ 10 years
11 thereafter, for Benton, Chelan, Cowlitz, Douglas, Franklin, Kittitas,
12 Skamania, Spokane, Walla Walla, and Yakima counties and the cities
13 within those counties; and

14 (d) On or before June 30, 2027, and every ~~((ten))~~ 10 years
15 thereafter, for Adams, Asotin, Columbia, Ferry, Garfield, Grant,
16 Grays Harbor, Klickitat, Lincoln, Okanogan, Pacific, Pend Oreille,
17 Stevens, Wahkiakum, and Whitman counties and the cities within those
18 counties.

19 (6)(a) Nothing in this section precludes a county or city from
20 conducting the review and evaluation required by this section before
21 the deadlines established in subsections (4) and (5) of this section.
22 Counties and cities may begin this process early and may be eligible
23 for grants from the department, subject to available funding, if they
24 elect to do so.

25 (b) A county that is subject to a deadline established in
26 subsection (5)(b) through (d) of this section and meets the following
27 criteria may comply with the requirements of this section at any time
28 within the twenty-four months following the deadline established in
29 subsection (5) of this section: The county has a population of less
30 than fifty thousand and has had its population increase by no more
31 than seventeen percent in the ten years preceding the deadline
32 established in subsection (5) of this section as of that date.

33 (c) A city that is subject to a deadline established in
34 subsection (5)(b) through (d) of this section and meets the following
35 criteria may comply with the requirements of this section at any time
36 within the twenty-four months following the deadline established in
37 subsection (5) of this section: The city has a population of no more
38 than five thousand and has had its population increase by the greater
39 of either no more than one hundred persons or no more than seventeen

1 percent in the ten years preceding the deadline established in
2 subsection (5) of this section as of that date.

3 (d) State agencies are encouraged to provide technical assistance
4 to the counties and cities in the review of critical area ordinances,
5 comprehensive plans, and development regulations.

6 (7)(a) The requirements imposed on counties and cities under this
7 section shall be considered "requirements of this chapter" under the
8 terms of RCW 36.70A.040(1). Only those counties and cities that meet
9 the following criteria may receive grants, loans, pledges, or
10 financial guarantees under chapter 43.155 or 70A.135 RCW:

11 (i) Complying with the deadlines in this section; or

12 (ii) Demonstrating substantial progress towards compliance with
13 the schedules in this section for development regulations that
14 protect critical areas.

15 (b) A county or city that is fewer than (~~twelve~~) 12 months out
16 of compliance with the schedules in this section for development
17 regulations that protect critical areas is making substantial
18 progress towards compliance. Only those counties and cities in
19 compliance with the schedules in this section may receive preference
20 for grants or loans subject to the provisions of RCW 43.17.250.

21 (8)(a) Except as otherwise provided in (c) of this subsection, if
22 a participating watershed is achieving benchmarks and goals for the
23 protection of critical areas functions and values, the county is not
24 required to update development regulations to protect critical areas
25 as they specifically apply to agricultural activities in that
26 watershed.

27 (b) A county that has made the election under RCW 36.70A.710(1)
28 may only adopt or amend development regulations to protect critical
29 areas as they specifically apply to agricultural activities in a
30 participating watershed if:

31 (i) A work plan has been approved for that watershed in
32 accordance with RCW 36.70A.725;

33 (ii) The local watershed group for that watershed has requested
34 the county to adopt or amend development regulations as part of a
35 work plan developed under RCW 36.70A.720;

36 (iii) The adoption or amendment of the development regulations is
37 necessary to enable the county to respond to an order of the growth
38 management hearings board or court;

39 (iv) The adoption or amendment of development regulations is
40 necessary to address a threat to human health or safety; or

1 (v) Three or more years have elapsed since the receipt of
2 funding.

3 (c) Beginning ~~((ten))~~ 10 years from the date of receipt of
4 funding, a county that has made the election under RCW 36.70A.710(1)
5 must review and, if necessary, revise development regulations to
6 protect critical areas as they specifically apply to agricultural
7 activities in a participating watershed in accordance with the review
8 and revision requirements and timeline in subsection (5) of this
9 section. This subsection (8)(c) does not apply to a participating
10 watershed that has determined under RCW 36.70A.720(2)(c)(ii) that the
11 watershed's goals and benchmarks for protection have been met.

12 (9)(a) Counties subject to planning deadlines established in
13 subsection (5) of this section that are required or that choose to
14 plan under RCW 36.70A.040 and that meet either criteria of (a)(i) or
15 (ii) of this subsection, and cities with a population of more than
16 6,000 as of April 1, 2021, within those counties, must provide to the
17 department an implementation progress report detailing the progress
18 they have achieved in implementing their comprehensive plan five
19 years after the review and revision of their comprehensive plan. Once
20 a county meets the criteria in (a)(i) or (ii) of this subsection, the
21 implementation progress report requirements remain in effect
22 thereafter for that county and the cities therein with populations
23 greater than 6,000 as of April 1, 2021, even if the county later no
24 longer meets either or both criteria. A county is subject to the
25 implementation progress report requirement if it meets either of the
26 following criteria on or after April 1, 2021:

27 (i) The county has a population density of at least 100 people
28 per square mile and a population of at least 200,000; or

29 (ii) The county has a population density of at least 75 people
30 per square mile and an annual growth rate of at least 1.75 percent as
31 determined by the office of financial management.

32 (b) The department shall adopt guidelines for indicators,
33 measures, milestones, and criteria for use by counties and cities in
34 the implementation progress report that must cover:

35 (i) The implementation of previously adopted changes to the
36 housing element and any effect those changes have had on housing
37 affordability and availability within the jurisdiction;

38 (ii) Permit processing timelines; and

39 (iii) Progress toward implementing any actions required to
40 achieve reductions to meet greenhouse gas and vehicle miles traveled

1 requirements as provided for in any element of the comprehensive plan
2 under RCW 36.70A.070.

3 (c) If a city or county required to provide an implementation
4 progress report under this subsection (9) has not implemented any
5 specifically identified regulations, zoning and land use changes, or
6 taken other legislative or administrative action necessary to
7 implement any changes in the most recent periodic update in their
8 comprehensive plan by the due date for the implementation progress
9 report, the city or county must identify the need for such action in
10 the implementation progress report. Cities and counties must adopt a
11 work plan to implement any necessary regulations, zoning and land use
12 changes, or take other legislative or administrative action
13 identified in the implementation progress report and complete all
14 work necessary for implementation within two years of submission of
15 the implementation progress report.

16 (10) Any county or city that is required by section 4 of this act
17 to include in its comprehensive plan a climate change and resiliency
18 element and that is also required by subsection (5)(a) of this
19 section to review and, if necessary, revise its comprehensive plan on
20 or before December 31, 2024, must update its transportation element
21 and incorporate a climate change and resiliency element into its
22 comprehensive plan as part of the first implementation progress
23 report required by subsection (9) of this section if funds are
24 appropriated and distributed by December 31, 2027, as required under
25 RCW 36.70A.070(10).

26 NEW SECTION. **Sec. 16.** A new section is added to chapter 36.70A
27 RCW to read as follows:

28 (1) Notwithstanding the requirements of RCW 36.70A.070(10), it is
29 the intent that jurisdictions subject to RCW 36.70A.130(5)(b)
30 implement the requirements of this act on or before June 30, 2025.
31 Any funding provided to cover applicable local government costs
32 related to implementation of this act shall be considered timely.

33 (2) This section expires July 31, 2025.

34 NEW SECTION. **Sec. 17.** A new section is added to chapter 43.20
35 RCW to read as follows:

36 (1)(a) Beginning with water system plans initiated after June 30,
37 2025, the department shall ensure water system plans for group A

community public water systems serving 1,000 or more connections include a climate resilience element at the time of approval.

(b) The department must update its water system planning guidebook to assist water systems in implementing the climate resilience element, including guidance on any available technical and financial resources.

(c) The department shall provide technical assistance to public water systems based on their system size, location, and water source, by providing references to existing state or federal risk management, climate resiliency, or emergency management and response tools that may be used to satisfy the climate resilience element.

(d) Subject to the availability of amounts appropriated for this specific purpose, the University of Washington climate impacts group shall assist the department in the development of tools for the technical assistance to be provided in (c) of this subsection.

(2) To fulfill the requirements of the climate resilience element, water systems must:

(a) Determine which extreme weather events pose significant challenges to their system and build scenarios to identify potential impacts;

(b) Assess critical assets and the actions necessary to protect the system from the consequences of extreme weather events on system operations; and

(c) Generate reports describing the costs and benefits of the system's risk reduction strategies and capital project needs.

(3) Climate readiness projects, including planning to meet the requirements of this section and actions to protect a water system from extreme weather events, including infrastructure and design projects, are eligible for financial assistance under RCW 70A.125.180. The department must develop grant and loan eligibility criteria and consider applications from water systems that identify climate readiness projects.

Sec. 18. RCW 70A.125.180 and 2020 c 20 s 1359 are each amended to read as follows:

Subject to the availability of amounts appropriated for this specific purpose, the department shall provide financial assistance through a water system acquisition and rehabilitation program, hereby created. (~~The program shall be jointly administered with the public works board and the department of commerce.~~) The ((agencies))

1 department shall adopt guidelines for the program using as a model
2 the procedures and criteria of the drinking water revolving loan
3 program authorized under RCW 70A.125.160. All financing provided
4 through the program must be in the form of grants or loans that
5 partially cover project costs, including projects and planning
6 required under section 17 of this act. The maximum grant or loan to
7 any eligible entity may not exceed (~~twenty-five~~) 25 percent of the
8 funds allocated to the appropriation in any fiscal year.

9 NEW SECTION. **Sec. 19.** If specific funding for the purposes of
10 this act, referencing this act by bill or chapter number, is not
11 provided by June 30, 2023, in the omnibus appropriations act, this
12 act is null and void.

Passed by the House April 13, 2023.

Passed by the Senate April 7, 2023.

Approved by the Governor May 3, 2023.

Filed in Office of Secretary of State May 4, 2023.

--- END ---



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
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August 28, 2023

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

RE: Climate Planning Grants

Dear Mayor Eiding:

The City of Edgewood is required by RCW 36.70A.130(5) to revise its comprehensive plan and development regulations by June 30, 2029, to ensure they comply with the Growth Management Act (GMA) as revised by [House Bill 1181](#) (Chapter 228, Laws of 2023).

We are pleased to inform you that, based on your population size, that \$500,000 has been reserved as a grant to assist in completing your work. This funding is reserved as a non-competitive formula grant. Due to the nature of the funding [Climate Commitment Act, SB 5187, Sec. 130 (21)], Commerce will award approximately \$30 million a biennium to any eligible jurisdiction that submits a complete application. Commerce will prioritize those jurisdictions with periodic updates due in 2025 and all other due dates that follow (in order).

For this reason, we request application materials for jurisdictions intending to implement HB 1181 this biennium to apply for grant funding by **October 31, 2023**. As soon we receive your submitted application, we will begin preparing your contract. The application is available [online](#) [<https://app.smartsheet.com/b/form/a977250f9de848e3a261844529e01c38>].

All planning activities related to complying with HB 1181 incurred by your jurisdiction, beginning July 1, 2023, will be eligible for reimbursement. Therefore, you will not need to delay work on the climate grant until the contract is signed.

Before we disburse the funds, a contract will need to be executed between your organization and the Department of Commerce. In order to begin the contracting process, please complete the grant information form [online](#) and attach a proposed scope of work and budget. Contracts will be prepared as soon as your proposed scope and budget are finalized.

If you have questions or need help with developing your scope of work, please contact Sarah Fox, Climate Program Manager, at (360) 725-3114, sarah.fox@commerce.wa.gov, or Paul Johnson, Management Analyst, (360) 725-3048, paul.johnson@commerce.wa.gov.

Sincerely,

Dave Andersen, AICP
Managing Director, Growth Management Services

cc: Lauren Balisky; Rachel Pitzel

2023-2025 Climate Planning Grant

1. Scope of Work and Project Schedule

All grant deliverables must be submitted by June 30, 2025.

The application shall include a scope of work (SOW) with clear deliverables and a project schedule. This is a performance-based contract, therefore cities will be paid upon satisfactory completion of deliverables rather than hours spent working on the project. The SOW should be itemized into a project objective, along with actions, steps and deliverables as explained below.

Grant Objective: Prepare to Implement House Bill 1181 by conducting analysis, public engagement efforts, policy review, and development regulations review in preparation to adopt a Climate Element in the City's Comprehensive Plan, draft Municipal Code Updates, and a Climate Implementation Plan.

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action 1	Establish a Public Participation Process	November 2024	June 2025
Step 1.1	Develop a public participation plan.	November 2024	January 2025
Step 1.2	Conduct initial public outreach efforts.	March 2025	June 2025
Deliverable 1	Public Participation Plan		June 15, 2025
Actions 2 and 3	Conduct <u>Draft</u> Climate Assessment and Gap Analysis	November 2024	June 2025
Step 2.1	Publish a Request for Proposal (RFP) for consulting services to complete a climate assessment and hire the preferred consultant.	November 2024	December 2024

Step 2.2	Evaluate climate conditions, vulnerabilities, and key indicators, including greenhouse gas emissions, vehicle miles traveled, building and operations energy usage, tree canopy coverage, flooding risks, urban heat island, wildland urban interface, sea-level rise/migratory impacts, wildlife habitat areas, existing EV infrastructure, and food production.	January 2025	June 2025
Step 2.3	Develop Draft Assessment for Public Review	January 2025	June 2025
Deliverable 2.A	<u>Draft Climate Assessment and Recommendations</u>		June 15, 2025
Step 3.1	Perform an audit of existing Comprehensive Plan goals and policies.	January 2025	June 2025
Step 3.2	Conduct a gap analysis for the implementation of HB 1181.	January 2025	June 2025
Deliverable 3.A	<u>Draft HB 1181 Gap Analysis Matrix and Comprehensive Plan Audit Report</u>		June 15, 2025
Scope of Work Narrative: For each grant objective, please explain why you selected the actions and deliverables in your scope of work.			
Action 1 – Public Participation: Develop a strategy to ensure adequate opportunity to address questions and concerns regarding the implementation of HB 1181. Actions 2 and 3- Climate Assessment and Gap Analysis: Assess existing climate and environmental conditions within and around Edgewood to better understand the most relevant threats or areas of opportunity. This assessment and gap analysis work will allow the City to update goals and policies and implement strategies in a thoughtful way that is most responsive to needs and priorities.			

2. Proposed Budget / Financial Information

Provide detailed information in the budget table, about the project's cost by assigning a cost to each deliverable in the scope of work. Commerce recommends the budget for each deliverable be based on the expenses estimated by the city and/or chosen consultant.

Grant Objective:	Commerce Funds
Deliverable 1. - Public Participation Plan	\$5,000
Deliverable 2.A. - Draft Climate Assessment and Recommendations	\$75,000
Deliverable 3.A. - HB 1181 Gap Analysis Matrix and Comprehensive Plan Audit	\$25,000
Total:	\$105,000

3. Additional Scope of Work for Future Consideration

The City of Edgewood is required to fully implement HB 1181 by 2029. The proposed scope of work and budget (included in sections 1 and 2) reflect the anticipated steps needed to prepare for future adoption of a Climate Element in the City's Comprehensive Plan, a Climate Implementation Plan, and Municipal Code Updates. Sections 3 and 4 have been included in this document to demonstrate the future anticipated funding needs to fully implement HB 1181. The City understands that all deliverables for this specific grant must be submitted by June 30, 2025, which is why \$220,000 is being requested for the 2026-2027 biennium.

Grant Objective: Implement House Bill 1181 by developing a Climate Element in the City's Comprehensive Plan, draft Municipal Code Updates, and a Climate Implementation Plan.			
Actions/Steps/Deliverables	Description	Start Date	End Date
Action 1	Conduct Public Engagement	July 2025	June 2027
Step 1.3	Prepare informational materials for the public.	July 2025	June 2027
Step 1.4	Hold public meetings, outreach events, identify and conduct outreach with the public, inform and solicit feedback from stakeholders, develop and update social media materials.	July 2025	June 2025
Deliverable 1.B	Draft Public Participation Results Report (with materials)		June 15, 2027
Actions 2 and 3	Conduct <u>Final</u> Climate Assessment and Gap Analysis	July 2025	June 2026
Step 2.4	Evaluate climate conditions, vulnerabilities, and key indicators, including greenhouse gas emissions, vehicle miles traveled, building and operations energy usage, tree canopy coverage, flooding risks, urban heat island, wildland urban interface, sea-level rise/migratory impacts, wildlife habitat areas, existing EV infrastructure, and food production.	July 2025	June 2026
Step 2.5	Finalize the Climate Assessment and Recommendations	July 2025	June 2026
Deliverable 2.B	<u>Final</u> Climate Assessment and Recommendations		June 15, 2026

Step 3.3	Finalize an audit of existing Comprehensive Plan goals and policies.	July 2025	June 2026
Step 3.4	Finalize a gap analysis for the implementation of HB 1181.	July 2025	June 2026
Deliverable 3.B	<u>Final</u> HB 1181 Gap Analysis Matrix and Comprehensive Plan Audit Report		June 15, 2026
Action 4	Conduct Greenhouse Gas (GHG) Emission Reduction Study (emission inventory, VMT, and GHG projects)	July 2025	June 2027
Step 4.1	Conduct the study to assess current conditions.	July 2025	June 2027
Deliverable 4	GHG Emission Reduction Studies (emission inventory, VMT, and GHG projects)		June 15, 2027
Action 5	<u>Draft</u> Comprehensive Plan Climate Element and Sub-Elements	July 2026	June 2027
Step 5.1	Draft new Climate goals and policies.	July 2026	June 2027
Step 5.2	Develop draft Climate Element with GHG Reduction and Climate Resilience Sub-Elements, and updated Transportation goals and policies.	July 2026	June 2027
Deliverable 5.A.	<u>Draft</u> Comprehensive Plan Climate Element and Sub-Elements		June 15, 2027

Scope of Work Narrative: For each grant objective, please explain why you selected the actions and deliverables in your scope of work.

Action 1 – Public Participation: Develop materials for meaningful engagement and document engagement efforts to inform Climate policy updates.

Actions 2 and 3- Climate Assessment and Gap Analysis: Assess existing climate and environmental conditions within and around Edgewood to better understand the most relevant threats or areas of opportunity. This assessment and gap analysis work will allow the City to update goals and policies and implement strategies in a thoughtful way that is most responsive to needs and priorities.

Action 4 – GHG Emission Reduction Study: Conduct study to specifically address greenhouse gas emissions reductions to ensure implementation of HB 1181 and inform the development of a GHG Sub-element in the City’s Comprehensive Plan.

Action 5- Comprehensive Plan Climate Element and Sub-Elements: Develop goal and policies that reflect the Climate Assessment conducted by the City and the requirements established in HB 1181.

4. Additional Proposed Budget/Financial Information for Future Consideration

See section 3 description for why this section has been included.

Grant Objective:	Commerce Funds
Deliverable 1.B - Draft Public Participation Results Report (with materials)	\$10,000
Deliverable 2.B - Final Climate Assessment and Recommendations	\$25,000
Deliverable 3.B - Final HB 1181 Gap Analysis Matrix and Comprehensive Plan Audit Report	\$10,000
Deliverable 4 - GHG Emission Reduction Studies (emission inventory, VMT, and GHG projects)	\$75,000
Deliverable 5.A. - Draft Comprehensive Plan Climate Element and Sub-Elements	\$100,000
Total	\$220,000

5. Additional Scope of Work for Future Consideration

The City of Edgewood is required to fully implement HB 1181 by 2029. The proposed scope of work and budget (included in sections 1 and 2) reflect the anticipated steps needed to prepare for future adoption of a Climate Element in the City's Comprehensive Plan, a Climate Implementation Plan, and Municipal Code Updates. Sections 5 and 6 have been included in this document to demonstrate the future anticipated funding needs to fully implement HB 1181. The City understands that all deliverables for this specific grant must be submitted by June 30, 2025, which is why \$175,000 is being requested for the 2028-2029 biennium.

Grant Objective: Implement House Bill 1181 by developing a Climate Element in the City's Comprehensive Plan, draft Municipal Code Updates, and a Climate Implementation Plan.			
Actions/Steps/Deliverables	Description	Start Date	End Date
Action 1	Conduct Public Engagement	July 2027	June 2029
Step 1.5	Prepare informational materials for the public.	July 2027	June 2029
Step 1.6	Hold public meetings, outreach events, identify and conduct outreach with the public, inform and solicit feedback from stakeholders, develop and update social media materials.		
Deliverable 1.C	Final Public Participation Results Report (with materials)		June 15, 2029

Action 5	<u>Final</u> Comprehensive Plan Climate Element, Sub-Elements, and Implementation Plan/ Ordinance	July 2027	June 2029
Step 5.3	Review and revise draft Comprehensive Plan content.	July 2027	June 2029
Step 5.4	Develop final Climate Element with GHG Reduction and Climate Resilience Sub-Elements, and updated Transportation goals and policies.	July 2027	June 2029
Step 5.5	Develop implementation strategies based on Climate Assessment recommendations.	July 2026	July 2027
Step 5.6	Develop draft Implementation Plan	July 2027	June 2028
Step 5.7	Review and refine implementation strategies.	July 2028	April 2029
Step 5.8	Finalize Implementation Plan.	April 2029	June 2029
Deliverable 5.B.	<u>Final</u> Comprehensive Plan Climate Element, Sub-Elements, and Implementation Plan/ Ordinance		June 15, 2029
Action 6	Implementation: Edgewood Municipal Code Amendments and Other Identified Actions	July 2026	June 2029
Step 6.1	Review municipal code in relation to climate assessment and draft Comprehensive Plan updates.	July 2026	July 2027
Step 6.2	Draft municipal code amendments to reflect updates goals, policies, and the climate assessment recommendations.	July 2027	June 2028
Deliverable 6.A.	Draft Edgewood Municipal Code Amendments and Other Identified Actions		June 15, 2028
Step 6.3	Review and refine draft code updates.	July 2028	April 2029
Step 6.4	Finalize EMC updates with adopting Ordinance.	April 2029	June 2029
Deliverable 6.B.	Final Draft Edgewood Municipal Code Amendments and Other Identified Actions		June 15, 2029
Scope of Work Narrative: For each grant objective, please explain why you selected the actions and deliverables in your scope of work.			

Action 1 – Public Participation: Develop materials for meaningful engagement and document engagement efforts to inform Climate policy updates.

Action 5 - Edgewood Municipal Code (EMC) Updates: Adopt amendments to the City’s development regulations to align with updated Comprehensive Plan goals and policies and HB 1181.

Action 6 – Climate Implementation Plan: Develop clear implementation strategies for the City’s climate goals and policies outlined in the updated Climate Element.

6. Additional Proposed Budget/Financial Information for Future Consideration

See section 5 description for why this section has been included.

Grant Objective:	Commerce Funds
Deliverable 1.C - Final Public Participation Results Report (with materials)	\$10,000
Deliverable 5.B. - Final Comprehensive Plan Climate Element, Sub-Elements, and Implementation Plan/ Ordinance	\$15,000
Deliverable 6.A. - Draft Edgewood Municipal Code Amendments and Other Identified Actions	\$120,000
Deliverable 6.B. - Final Draft Edgewood Municipal Code Amendments and Other Identified Actions	\$30,000
Total	\$175,000

7. Combined Scope of Work and Budget

Action/ Deliverable #	Description	Funds
Action 1	Public Participation Efforts	\$25,000
Deliverable 1.A	Public Participation Plan	\$5,000
Deliverable 1.B.	Draft Public Engagement Results Report	\$10,000
Deliverable 1.C	Final Public Engagement Results Report	\$10,000
Action 2	Climate Assessment and Recommendations	\$100,000
Deliverable 2.A	Draft Climate Assessment and Recommendations	\$75,000
Deliverable 2.B	Final Climate Assessment and Recommendations	\$25,000
Action 3	Gap Analysis	\$35,000

Action/ Deliverable #	Description	Funds
Deliverable 3.A	Draft HB 1181 Gap Analysis Matrix and Comprehensive Plan Audit Report	\$25,000
Deliverable 3.B	Final HB 1181 Gap Analysis Matrix and Comprehensive Plan Audit Report	\$10,000
Action 4	Conduct Greenhouse Gas (GHG) Emission Reduction Study (emission inventory, VMT, and GHG projects)	\$75,000
Deliverable 4	GHG Emission Reduction Studies (emission inventory, VMT, and GHG projects)	\$75,000
Action 5	Comprehensive Plan Climate Element and Sub-Elements	\$115,000
Deliverable 5.A	Draft Comprehensive Plan Climate Element and Sub-Elements	\$100,000
Deliverable 5.B	Final Comprehensive Plan Climate Element and Sub-Elements	\$15,000
Action 6	Implementation: Edgewood Municipal Code Amendments and Other Identified Actions	\$150,000
Deliverable 6.A	Draft Edgewood Municipal Code Amendments and Other Identified Actions	\$120,000
Deliverable 6.B	Final Draft Edgewood Municipal Code Amendments and Other Identified Actions	\$30,000



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0714 - Resolution 24-0714 ECP Landscape Maintenance Contract Amendment	Agenda Item #: 4.E
	For Agenda of: 4/9/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. Resolution 24-0714 - 1st Amd Nasim Landscaping 2. FIRST AMENDMENT - Nasim Landscaping (SIGNED)	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson 4/4/2024 4/4/2024 4/5/2024	Expenditure Required: up to \$150,000 (since June 2023)
	Amount Budgeted: \$48,000 (2024 - Parks Maintenance)
	Timeline: 04/02/2024 SS 04/09/2024 RCM

Summary Statement: The City Council authorized an Agreement with Nasim & Sons, Inc. ("Nasim") for landscaping maintenance services at the Edgewood Community Park by Resolution 23-0675 on May 23, 2023. Since the Agreement was executed, the City and Contractor have discussed the need to replace dead or dying plantings in the onsite wetland and buffer area, which requires additional work beyond what was estimated in the original monthly payment schedule. Furthermore, the current Agreement is set to expire on May 31, 2024, and the City is interested in extending the term for another year. City staff requested estimates from the Contractor for this additional work, and staff has determined that it is in the best interest of the City to amend the Agreement as set forth in this First Amendment.

In response to comments received at last week's study session, Exhibit B of the First Amendment has been updated:

- All of the trees and plants called for on the map are now explicitly included in the estimate.
- The total cost for the plants is under \$1,000. The remaining cost includes soil, compost, mulch, and labor.
- The estimate also includes a one-year warranty for the plants and labor.
- After reviewing the amount of labor needed to perform the work, Nasim has revised the estimated amount under Exhibit B by over \$2,000.
- Nasim contacted the Edgewood Nursery and Garden to check for plant availability, but they do not normally carry the native species required for the wetland area.

Attached for the Council's consideration is a resolution authorizing the attached First Amendment to the Agreement, including exhibits describing said work.

Item History:**Recommended Action:**

Hold a discussion and provide staff guidance regarding **AB24-0714** - Resolution 24-0714 ECP Landscape Maintenance Contract Amendment

Fiscal Note/Consideration:

The original agreement was for up to \$60,000, time and materials. We anticipate the total amount expended through May 2024 to be \$57,198.40. Staff is proposing a new total amount of \$150,000, which leaves \$92,801.60 remaining on the contract if amended as proposed. The anticipated annual maintenance amount is \$44,841.48, and the one-time work in the wetland area is \$14,573.80, leaving about \$32,500 for any other incidental costs that may be required, such as irrigation repair, plant replacement, etc.

RESOLUTION NO. 24-0714

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 NASIM & SONS, INC. DATED MAY 23, 2023

WHEREAS, the City Council approved Resolution 22-0675 on May 23, 2023, authorizing a one-year agreement for routine landscape maintenance services at Edgewood Community Park (“Agreement”) with Nasim & Sons, Inc. (“Contractor”); and

WHEREAS, since execution of the Agreement, City staff and the Contractor have discussed the need to replace dead or dying plantings in the onsite wetland and buffer area, which requires additional work beyond what was estimated in the original monthly payment schedule; and

WHEREAS, the current Agreement is set to expire on May 31, 2024, and the City is interested in extending the term for another year; and

WHEREAS, City staff has requested estimates from the Contractor for the work described above, and staff has determined that 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 April 2, 2024 study session and April 9, 2024 regular council meeting;

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

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

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

ADOPTED THIS 9TH DAY OF APRIL, 2024

Dave Olson, Mayor

ATTEST:

Rachel Pitzel, CMC
City Clerk

Exhibit A

First Amendment to Landscape Maintenance Services Agreement
Between The City of Edgewood and Nasim & Sons, Inc.

**FIRST AMENDMENT TO
LANDSCAPE MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEWOOD AND
NASIM & SONS, 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 Nasim & Sons, Inc., a Washington State Corporation ("Contractor") dated May 23, 2023 (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 at Edgewood Community Park.

B. Since the Agreement was executed, the City and Contractor have discussed the need to replace dead or dying plantings in the onsite wetland and buffer area, which requires additional work beyond what was estimated in the original monthly payment schedule.

C. Furthermore, the current Agreement is set to expire on May 31, 2024, and the City is interested in extending the term for another year.

D. City staff requested estimates from the Contractor for the work described above, and staff has determined that 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 Agreement is hereby amended to read as follows:

A. Contractor shall perform the regular landscape maintenance 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.~~ In the event of a conflict between the terms contained in Exhibit "A" and this Agreement, the terms of this Agreement shall control.

B. Contractor shall also perform the one-time services described in the Scope of Work attached to this Agreement as Exhibit "B." In the event of a conflict between the terms contained in Exhibit "B" and this Agreement, the terms of this Agreement shall control.

C. 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 the Agreement.

- B. Section 2. Schedule of Work. Section 2 of the original Agreement is hereby amended to read as follows:

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

- C. Section 3. Terms. Section 3 of the original Agreement is hereby amended to read as follows:

This Agreement shall commence on June 1, 2023, ("Commencement Date") and shall terminate on May 31, ~~2024~~ 2025 unless extended or terminated in writing as provided herein.

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

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed ~~\$60,000.00~~ \$150,000.00, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibits A and B.

- E. Exhibit "A" Replaced. Attached hereto is Exhibit "A", hereby incorporated into this Agreement, which replaces and supersedes the original Exhibit "A" that was referred to in the original Agreement.

- F. Exhibit "B" Added. Attached hereto is Exhibit "B", as referred to in this First Amendment, and hereby incorporated into this Agreement.

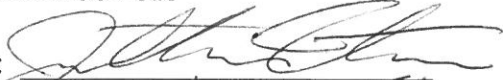
Section IV. Other Terms Unchanged. The First Amendment is intended to modify the terms and conditions of the Agreement only insofar as such modifications are set forth in this Amendment; all other provisions shall remain unchanged and in full effect. In the case of any conflict between the terms of the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

DATED: This 9th day of April, 2024.

CITY OF EDGEWOOD

By: _____
Printed Name: Dave Olson
Its: Mayor
Date: _____

CONTRACTOR

By: 
Printed Name: Joenathan Tatum
Its: Area Manager, Estimator
Date: April 3rd, 2024

ATTEST:

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:



City Attorney, Ann Marie Soto



Proposal #4445

Date: 3/28/2024

PO #Intent #1348881

Customer:

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

Property:

Edgewood Community Park
10301 36th Street East
Edgewood , WA 98371

Edgewood Community Park

This agreement takes effect June 3, 2024 (the "Commencement Date"). It will continue for an original term of 12 months. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

SCHEDULE AND FREQUENCY OF SERVICES: The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control. We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the schedule and frequency described for each service.

SPECIAL PROVISIONS:

Service rates may be subject to a fuel surcharge, if the cost of fuel exceeds \$4.50 per gallon

A pre-contract clean-up will be required if site conditions are not at an acceptable level. The landscape should be in a condition to allow regular maintenance activities to occur while meeting client expectations as defined in the sales process. Acceptable is defined as: weeds in the planting beds are at a minimal and manageable level in addition to the lawns being less than 4" high. (Does not apply to existing clients)

The contractor shall furnish all labor, materials, equipment and supervision to perform the highest quality of landscape maintenance services. All procedures are to industry standards and conditions of the Puget Sound region.

All turf treatments specified in contract are priced solely for the fine turf areas and do not include the large rear field, wetland, and retention pond.

This contract is priced for Prevailing wage.

Fixed Payment Services

Description of Services	Occurrences
General Maintenance Services	
Spring/Summer Weekly Maintenance	34
Fall/Winter Landscape Maintenance	10
Plant Health Care	
Winter Turf Application	1
Retention pond Bank maintenance	4
Early Spring Liquid Turf Application	1
Spring Turf Application	1
Summer Turf Application	1
Fall Turf Application	1
Pre-emergent Bed Application	1
Turf Broad-leaf Weed Control	1
Field Mow	4
Aeration and Lime	1
Crane-fly Treatment	1
Shrub Fertilizer	1
Retention Ponds	4
Irrigation Services	
Irrigation System Start Up	1
Irrigation Inspection	5
Irrigation System Winterization	1
Annual Maintenance Price	
\$40,728.00	

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
2" Mulch Installation	1	\$21,561.54	\$21,561.54
Plant Replacement	1	\$1,997.25	\$1,997.25
Irrigation Start-up Repairs	1	\$14,032.10	\$14,032.10
Irrigation Repairs	6	\$5,159.83	\$30,958.98

Payment Schedule			
Schedule	Price	Sales Tax	Total Price
June	\$3,394.00	\$342.79	\$3,736.79
July	\$3,394.00	\$342.79	\$3,736.79
August	\$3,394.00	\$342.79	\$3,736.79
September	\$3,394.00	\$342.79	\$3,736.79
October	\$3,394.00	\$342.79	\$3,736.79
November	\$3,394.00	\$342.79	\$3,736.79
December	\$3,394.00	\$342.79	\$3,736.79
January	\$3,394.00	\$342.79	\$3,736.79
February	\$3,394.00	\$342.79	\$3,736.79
March	\$3,394.00	\$342.79	\$3,736.79
April	\$3,394.00	\$342.79	\$3,736.79
May	\$3,394.00	\$342.79	\$3,736.79
	\$40,728.00	\$4,113.48	\$44,841.48

By 

Joenathan Tatum
Date 3/28/2024

Nasim Landscape

By _____

Date _____

Edgewood Community Park

Services

Spring/Summer Weekly Maintenance

Weekly Maintenance

- Service Schedule: April - October
- Lawn Mowing: Mowing will only occur when weather conditions permit.
- Remove litter prior to mowing to avoid shredding. General turf areas will be mowed at a mowing height best suited for turf type and season. Clippings will be gathered after each mowing and removed from the property.
- Edging/Trimming: Sidewalks, driveways, curbs, and flower beds will be edged to maintain a neat appearance. Edging of all accessible areas no more than one time every two weeks. Method of edging will be mechanical for all hard edge surfaces and mono-filament line for all soft edges. Trimming around trees and shrubs will be performed using herbicides, hand labor, or mono-filament line trim after every mowing. Trees are to be protected when mono-filament line is used.
- Ornamental beds and Flowerbeds: Weed control shall be maintained in all flowerbeds, ornamental beds and tree rings on a regular basis. This may be completed by hand weeding or through the use of post-emergent herbicides. Beds will be raked where no ground cover exists to maintain neat and clean appearances as needed. Weeds are minimized by applications of mulching material annually (mulch applications will be specified if included in this agreement).
- Shrub Pruning: 1 time during the growing season as necessary.
- We will perform pruning of hedges, shrubs, ground covers, and perennials to maintain desired forms and any other necessary pruning that coincides with general horticultural practices. All shrubs will be maintained in the shape and appearance that existed when we acquired this maintenance contract unless otherwise agreed upon by Addendum. All pruned material will be removed from the site.
- Canopies of trees will be pruned up to 12ft, when necessary.

Fall/Winter Landscape Maintenance

- Service Schedule: Weekly in November – 2 times per month December - March
- Leaves and debris will be collected and removed from the site. During heavy leaf drop and windy service days, leaves will be tucked in beds and borders to be removed at a later service. Detailing of beds will start once leaf drop has completed.
- Shrub Pruning: Service Schedule: Dormant Pruning In Winter
- We will perform pruning of hedges, shrubs, ground covers, and perennials to maintain desired forms and any other necessary pruning that coincides with general horticultural practices. All shrubs will be maintained in the shape and appearance that existed when we acquired this maintenance contract unless otherwise agreed upon by Addendum. All pruned material will be removed from the site.
- Canopies of trees will be pruned up to 12ft, when necessary.

Winter Turf Application

- Service Schedule: January
- Lawns are treated with a blend of fertilizer appropriate for your lawn. Our goal in this application is to keep your lawn healthy.

Retention pond Bank maintenance

- Remediation of invasive weeds.
- Cut down grasses to keep from overtaking retention pond plantings.
- Remove unwanted debris.

Early Spring Liquid Turf Application

- Service Schedule: February-March
- Lawn areas will be treated one time per year with an iron application to aid in the control of moss in lawns.

Spring Turf Application

- Service Schedule: June
- Lawns are treated with a blend of fertilizer appropriate for your lawn. Our goal in this application is to keep your lawn healthy.

Summer Turf Application

- Service Schedule: September
- Lawns are treated with a blend of fertilizer appropriate for your lawn. Our goal in this application is to keep your lawn healthy.

Fall Turf Application

- Service Schedule: November
- Lawns are treated with a blend of fertilizer appropriate for your lawn. Our goal in this application is to keep your lawn healthy.

Pre-emergent Bed Application

- Service Schedule: March
- Pre-emergent herbicides, which are not harmful to the plant materials located in the beds, will be applied to all planting beds. Pre-emergent assists in the management of weeds in your beds by stopping seedlings from germinating.

Turf Broad-leaf Weed Control

- Service Schedule: 1 time per year, May-June
- Turf areas will be treated with a selective herbicide for control of broad-leaf weeds.

Field Mow

Provide equipment and labor to mow back 6-7 acres 4 times a year to keep grass at a manageable height and allow space to be utilized by the public.

Aeration and Lime

Springtime is a beneficial time to aerate, and apply lime to your lawn. After the damp and soggy conditions of our Northwest winter, your lawn can be in a state that can lead to its decline. This service will ensure that the turf panels on your property have every advantage they need to look their best throughout the growing season and endure the stresses of the hot Summer months.

The benefits of this service include:

- Helps to conserve water by enhancing water penetration to the root zone, thereby reducing runoff of water and fertilizer.
- Promotes stronger and deeper root development.
- Reduces soil compaction.
- Improves atmospheric gas exchange, which promotes healthier soil.
- Helps enhance breakdown of existing thatch and discourages thatch build-up.
- Throughout the year lime leaches from the soil. The addition of lime helps to maintain a balanced pH, which allows efficient fertilizer uptake and availability of crucial nutrients to growing lawns.

Crane Fly Treatment

Crane Fly is becoming more prominent with climate changes, seeing more turf damage than past years. The months of February and March are the optimal time of year to control this turf issue. Treatment of turf for crane fly and prevent the larvae from feeding on roots that can be very damaging to lawns and turf. All turf areas of the property will be treated in accordance with IPM principles to prevent any detrimental pest damage to your lawn.

Shrub Fertilizer

- Service Schedule: November
- Shrubs will be fertilized as needed one time per year with a slow release fertilizer blend specific for shrubs. Generally, this includes evergreen flowering shrubs and shrubs showing a decline in health.

Retention Ponds

Irrigation System Start Up

- Service Schedule: Spring
- Irrigation system will be re-pressurized in the spring and all system components checked for proper operation. We will make necessary minor adjustments as needed. Necessary repairs will be billed in addition to your maintenance fee @ \$105.00 per hour plus parts. (Subject to change without notice). Any necessary repairs over \$500.00 per visit will be reported to the owner's representative along with a request for

authorization to proceed with repairs. Irrigation repairs are not estimated due to unknown circumstances because most components are buried underground.

Irrigation Inspection

Irrigation systems will go through an initial start-up between the months of January - April, depending on weather conditions. After the start-up is completed, a report will be provided along with a proposal for any repairs that need be made prior to irrigation systems being turned on, which is typically May 1st. During the first month of turning clocks on, we will begin our first assessment as part of a 5 monthly inspection process. This process will ensure that irrigation systems are running in peak conditions at all times and any deficiencies are corrected in a proactive manner, or reported to client if additional repairs are needed.

- Service Schedule: Monthly inspections from May - September, for a total of 5 audits/inspections.
- An audit of the irrigation system for proper operation and performance will be completed as needed. Any necessary repairs will be billed in addition to your maintenance fee @ \$105.00 per hour plus materials. (Subject to change without notice). Any necessary repairs over \$500.00 will be reported to the owner's representative along with a request for authorization to proceed with repairs.

Irrigation System Winterization

- Service Schedule: Fall
- Irrigation system will be winterized by compressed air. The goal in winterizing your irrigation is to remove the majority of water from the system, minimizing potential winter freeze damage.

Optional Services

2" Mulch Installation

Long, hot, dry summers have pushed the plants and trees on your property to the limit. A layer of mulch will help the plants recover from everything that Mother Nature has thrown at them during the last year. Applying a layer of compost mulch at this time of year will also rejuvenate the appearance of your property and protect roots and soil profiles. In addition to the aesthetic qualities of this application, a new layer of Compost Mulch also provides other protective qualities which include:

- Helping to control weed germination and moss formation.
- Conserving water use by reducing the loss of soil moisture through evaporation.
- Protecting the plant roots and regulating the soil conditions during extreme temperature fluctuations, which protects and stimulates beneficial microbial activity in the soil.
- Reducing soil erosion and compaction caused by existing environmental conditions.
- Releasing nutrients back into the soil

Price quoted reflects installing mulch at an average depth of two inches to all open bed areas at this time.

Plant Replacement

Install new plants to replace old or dying plants. If plant areas of landscape are healthy and thriving, install new plants to add texture and color to landscape. Plant sizes, quantities, and varieties will vary depending on landscape.

Irrigation Start-up Repairs

In the spring time Nasim Landscape will energized and evaluate the irrigation system at the above listed property. This service is part of the maintenance contract. Repairs of the system are an additional charge and will be submitted in a proposal from our Irrigation Department. A number of things may need to be addressed to ensure the health of the landscape while managing water resources effectively. These items could include:

- Replacement of damaged or clogged nozzles.
- Replacement of damaged or worn out heads.
- Replacement or repair of non-functioning valves.
- Repairing of broken pipes.
- Flushing of clogged lines.
- Re-setting of heads to ensure proper coverage

Irrigation Repairs

As part of the maintenance contract the irrigation system will be evaluated multiple times during the season. With moving part just like machines or automobiles, parts wear out over time. During these seasonal evaluations parts may be found that need to be replace for better efficiencies of the irrigation system. These may be upgrades for proper coverage or water savings. These findings and repairs are highly recommended to create a most efficient irrigation system.

Terms & Conditions

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean Customer and all of their representatives.
2. "We", "Our", "Ours" and "Us" mean Nasim Landscape and Snow-Ice Management and all of its representatives.
3. "Labor" means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become forty five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 ½% per month will be charged on all amounts that become thirty (30) days or more delinquent. If any check you tender for payment is refused due to insufficient funds, you hereby agree to a "Return Check Fee" of \$25.00 per item, in addition to any other remedies available to us under Washington law.

Attorney's Fees: In the event we must commence third-party collection or arbitration proceedings in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees incurred as a result of said activities, including those fees/costs incurred on appeal and/or those fees/costs incurred to litigate the amount of fees/costs due us pursuant to this Section.

Payment by Credit Card: As an added convenience to our clients, payment due under this Agreement may be made by credit card. If choosing to pay by credit card, you hereby consent by signing this Agreement below that no disputes regarding fees or costs billed to you shall be adjudicated by the credit card company. Any charges for fees/costs made to your credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled directly between you and us, pursuant to the terms of this Agreement.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Delays Outside Our Control: In the event there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to the manufacturer to remedy any alleged deficiency in the installed materials or equipment and damages related directly or indirectly thereto. **WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, either party may, upon written notice, seek exclusive and binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place Washington State. A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

We both agree that any action through arbitration relating to any plant material warranty, for plants installed by us, must be commenced within one (1) year of the documented plant material failure.

Changes: This Agreement shall not be subject to change or modification other than by a signed writing from all parties hereto.

Early Termination For Default: You may terminate this Agreement upon an event of default by us. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for the services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates, (i) for all costs for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will be due immediately.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the parties' agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any

purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically signed, faxed, and scanned & emailed signatures shall be treated as original and binding upon the signing party.

Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Further, in the event any dispute arises from this Agreement, the undersigned parties hereby agree that the venue for said dispute(s) shall lie exclusively in Washington State.



Wetland tree replacement with 4'HT trees

Date 4/3/2024

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

Property Edgewood Community Park | 10301 36th Street East | Edgewood , WA 98371

This agreement constitutes the entire Work Order between the aforementioned parties and includes the scope of service, guarantees terms and conditions, pricing and payment responsibilities for landscape management services provided at property address.

*Pricing is subject to change at any time during the course of the Project/Enhancement due to price of material and supply/demand.

Any necessary irrigation modifications are not included in this work order and will be billed time and materials at our current irrigation labor rate.

Scope Of Work:

Plant/ Tree replacement in the retention pond to include approx **10 Fraxinus Latifolia, 14 Cornus alba, 5 Acer macrophyllum, 5 Pinus Contorta**, and will include **2 Oregon ash (Fraxinus latifolia) and 5 Pacific Willow (Salix lasandra)** *sizes may vary.

Wetland Plant Replacement 4' HT

Irrigation must be inspected first before planting in the wetland area.

Landscape Enhancement

Plant/ ree replacement in the retention pond to include approx **10 Fraxinus Latifolia, 14 Cornus alba, 5 Acer macrophyllum, 5 Pinus Contorta**, and will include **2 Oregon ash (Fraxinus latifolia) and 5 Pacific Willow (Salix lasandra)** *sizes may vary. . This will include new soil and mulch for each tree.

Landscape Enhancement: \$10,642.63

Irrigation repairs in wetland

Irrigation Repairs

- Check controller for the wetland
- repair any breaks or leaks
- Set controller for proper watering times
- Clean area of related debris when complete.

Irrigation Repairs:	\$2,594.25
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Price:	\$13,236.88
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Sales Tax:	\$1,336.93
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Total:	\$14,573.81
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Payment Schedule

Schedule	Price	Sales Tax	Total Price
Down Payment	\$6,618.44	\$668.46	\$7,286.90
Final Payment	\$6,618.44	\$668.46	\$7,286.90
	\$13,236.88	\$1,336.92	\$14,573.80

Terms & Conditions

Acceptance of Proposal: By signing above or accepting via email, you (the client) agree to this proposal, accept the terms and conditions, and acknowledge that changes, requested or otherwise, to the scope of work described in this proposal must be submitted in writing and may result in additional fees. Proposal is valid (30) days from submission. By signing, the undersigned agrees to indemnify and hold harmless Nasim Landscape for activities conducted on the property of the undersigned, specifically excepting acts of gross negligence, for which the undersigned retains all available remedies.

By 

Joenathan Tatum

Date 4/3/2024

Nasim Landscape

By _____

Date _____
Edgewood Community Park



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-015 - Mayoral Appointment/Council Confirmation to the Parks & Recreation Advisory Board	Agenda Item #: 5.A
	For Agenda of: 4/9/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. PROPOSED_PRAB Public Roster Current_04092024	
Approval of Materials: Jeremy Metzler Rachel Pitzel, City Clerk/HR Director 4/3/2024 Dave Gray 4/3/2024 Dave Olson 4/3/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 04/02/2024 SS 04/09/2024 RCM

Summary Statement:

In accordance with Section 2.31.020 of the Edgewood Municipal Code (EMC), appointment to the Parks and Recreation Advisory Board (PRAB) shall follow the City Council Rules of Procedures, which require applications and interviews for each applicant. The Mayor shall appoint and the Council shall confirm or deny the appointments proposed by the Mayor. We currently have one open PRAB position.

Please note that the vacant position currently has a term set to expire on September 30, 2024, which is less than six months from now. While it is Council's standard practice to require board members with expiring terms to re-apply and interview, Council may consider allowing an exception for this position given the short term remaining.

Item History:

N/A

Recommended Action:

MOTION confirming the Mayoral Appointment of Carrie Alger to Position 5 of the Parks and Recreation Advisory Board, with term ending September 30, 2026.

Fiscal Note/Consideration:

N/A

PARKS & RECREATION ADVISORY BOARD

PUBLIC DOCUMENT

Revised 04/09/2024

Position	Title	First Name	Last Name	E-mail address	Term Expires
1	Chair	Brian	Levenhagen	blevenhagen@cityofedgewood.org	9/30/2025
2		Elizabeth	Kerlin	ekerlin@cityofedgewood.org	9/30/2025
3		Matthew	Torrey	mtorrey@cityofedgewood.org	9/30/2025
4		Amity	Highley	ahighley@cityofedgewood.org	9/30/2024
5		Carrie	Alger	calger@cityofedgewood.org	9/30/2026
6		Shawn	Olesen	solesen@cityofedgewood.org	9/30/2024
7	Vice Chair	Anne	Percival	apercival@cityofedgewood.org	9/30/2024





City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0663 - Ordinance 24-0663 2024 Budget Amendment No. 1	Agenda Item #: 5.B
	For Agenda of: 4/9/2024
	Prepared by: Lauren Balisky, Hardeep Goraya
Attachments (list): 1. ORDINANCE 24.0663 AMENDING THE BUDGET FOR THE 2024 FISCAL YEAR 2. ORDINANCE 24.0663, AMENDING THE BUDGET FOR THE 2024 FISCAL YEAR - Exhibit A 3. 2024 Budget Table - Amendment No 1	
Approval of Materials: Lauren Balisky, Hardeep Goraya Rachel Pitzel, City Clerk/HR Director Dave Gray Dave Olson 4/3/2024 4/4/2024 4/4/2024	Expenditure Required:
	Amount Budgeted:
	Timeline: 04/02/2024 SS 04/09/2024 RCM

Summary Statement:

This is a proposal to amend the 2024 Fiscal Year Budget to re-appropriate funds for an existing, authorized position in the Community & Economic Development Department from a vacant Senior Planner (FT-24-08) position to a Planning Manager (FT-24-10) position to better support current planning staff, the 2024 Periodic Comprehensive Plan Update, and the backlog of development code amendments.

This budget amendment would result in anticipated savings of approximately \$30,108 in 2024 (vacancy savings).

There is no change proposed to Exhibit A, 2024 Authorized Positions, Salary Range and Step Schedule, which is reattached to this ordinance for convenience.

No updates were requested at the April 2, 2024, Council Study Session.

Item History:

N/A

Recommended Action: MOTION to adopt AB24-0663 - Ordinance 24-0663 adopting an amendment to the budget for the 2024 Fiscal Year as presented.

Alternatives:

1. Adopt the proposed ordinance with modifications;
2. No action (do not adopt an ordinance).

Fiscal Note/Consideration:

ORDINANCE NO. 24-0663

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AMENDING THE BUDGET FOR THE 2024 FISCAL YEAR; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 35A.33 of the Revised Code of Washington (RCW) requires the City of Edgewood adopt an annual budget and provides procedures for such; and

WHEREAS, the City of Edgewood established its 2024 Budget in Ordinance No. 23-0655; and

WHEREAS, the City Council desires to amend the 2024 Budget to reflect the re-appropriation of funds from of an existing, authorized position (Senior Planner) to another existing, authorized position (Planning Manager) in the 2024 labor model;

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

Section 1. Amending the 2024 Budget and Appropriated Funds. The 2024 Budget approved in Ordinance No. 23-0655 is hereby amended to read as follows:

	Estimated Beg. Fund Balance	Estimated Revenue	Appropriations / Expenditures	Estimated End. Fund Balance
General Fund				
Current Expense Fund (Original)	4,855,052	8,662,792	11,139,229	2,378,615
Amendment 1	-	-	(30,108)	30,108
Current Expense Fund (Final)	4,855,052	8,662,792	11,109,121	2,408,723
Strategic Reserves Fund	1,355,735	-	-	1,355,735
Special Revenue Funds (No Change)				
Debt Service Funds (No Change)				
Capital Project Funds (No Change)				
Enterprise Funds (No Change)				
Internal Service Fund (No Change)				
Original Total (All Funds)	18,056,443	18,135,389	23,785,916	12,405,916
Amendment 1	-	-	(30,108)	30,108
Final	18,056,443	18,135,389	23,755,808	12,436,024

Section 2. 2024 Salary Schedule. The salary ranges and steps for the authorized Planning Manager position shall be as shown on the 2024 Salary schedule adopted pursuant to Ordinance No. 23-0655, a copy of which is attached here for convenience.

Section 3. Direction to Staff. Staff is hereby authorized and instructed to make the necessary changes to the printed form of the 2024 Budget to reflect the above amendments.

Section 4. Transmittal. The City Clerk is hereby authorized and directed to transmit a certified copy of this ordinance to the Association of Washington Cities, the Auditor of the State of Washington, and Municipal Research Services Center.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of final passage. The full text of this Ordinance shall be mailed without charge, upon request.

PASSED BY THE CITY COUNCIL ON THE 9TH DAY OF APRIL, 2024.

Mayor Dave Olson

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk

APPROVED AS TO FORM:



Ann Marie Soto, City Attorney

Date of Publication: 04/11/2024
Effective Date: 04/16/2024

EXHIBIT "A"
2024 AUTHORIZED POSITIONS
Salary Range and Step Schedule

4% COLA for 2024

Range	Job Title	2023 Monthly Wage Range						
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FT-24-01	Administrative Assistant/Permit Tech	\$5,647	\$5,822	\$6,002	\$6,187	\$6,379	\$6,576	\$6,779
FT-24-01	Public Works Maintenance Worker	\$5,647	\$5,822	\$6,002	\$6,187	\$6,379	\$6,576	\$6,779
FT-24-02	Accounting/Administrative Tech	\$6,081	\$6,269	\$6,463	\$6,663	\$6,869	\$7,082	\$7,301
FT-24-02	Public Works Maintenance Worker II	\$6,081	\$6,269	\$6,463	\$6,663	\$6,869	\$7,082	\$7,301
FT-24-03	Permit Coordinator	\$6,393	\$6,591	\$6,795	\$7,005	\$7,221	\$7,445	\$7,675
FT-24-03	Planning Technician	\$6,393	\$6,591	\$6,795	\$7,005	\$7,221	\$7,445	\$7,675
FT-24-03	ROW Inspector	\$6,393	\$6,591	\$6,795	\$7,005	\$7,221	\$7,445	\$7,675
FT-24-03	Parks Maintenance Lead	\$6,393	\$6,591	\$6,795	\$7,005	\$7,221	\$7,445	\$7,675
FT-24-04	Field Supervisor	\$7,173	\$7,395	\$7,624	\$7,860	\$8,103	\$8,353	\$8,612
FT-24-04	Engineering Tech	\$7,173	\$7,395	\$7,624	\$7,860	\$8,103	\$8,353	\$8,612
FT-24-04	Associate Planner	\$7,173	\$7,395	\$7,624	\$7,860	\$8,103	\$8,353	\$8,612
FT-24-04	Code Compliance Specialist	\$7,173	\$7,395	\$7,624	\$7,860	\$8,103	\$8,353	\$8,612
FT-24-05	Communications Coordinator/Deputy City Clerk	\$8,044	\$8,292	\$8,549	\$8,813	\$9,086	\$9,367	\$9,657
FT-24-05	Development Review Coordinator	\$8,044	\$8,292	\$8,549	\$8,813	\$9,086	\$9,367	\$9,657
FT-24-05	Combination Inspector	\$8,044	\$8,292	\$8,549	\$8,813	\$9,086	\$9,367	\$9,657
FT-24-06	NPDES/Surface Water Program Coordinator	\$8,141	\$8,393	\$8,652	\$8,920	\$9,196	\$9,480	\$9,773
FT-24-07	Code Compliance Manager	\$8,205	\$8,459	\$8,720	\$8,990	\$9,268	\$9,555	\$9,850
FT-24-07	Accounting Manager	\$8,205	\$8,459	\$8,720	\$8,990	\$9,268	\$9,555	\$9,850
FT-24-07	Office Manager	\$8,205	\$8,459	\$8,720	\$8,990	\$9,268	\$9,555	\$9,850
FT-24-07	InformationTechnology Manager	\$8,205	\$8,459	\$8,720	\$8,990	\$9,268	\$9,555	\$9,850
FT-24-07	Combination Inspector/Plans Examiner	\$8,205	\$8,459	\$8,720	\$8,990	\$9,268	\$9,555	\$9,850
FT-24-08	Associate Engineer	\$8,709	\$8,978	\$9,256	\$9,542	\$9,837	\$10,141	\$10,455
FT-24-08	Senior Planner	\$8,709	\$8,978	\$9,256	\$9,542	\$9,837	\$10,141	\$10,455
FT-24-09	Principal Planner	\$8,970	\$9,247	\$9,533	\$9,828	\$10,132	\$10,445	\$10,768
FT-24-10	Building/Fire Code Official	\$9,354	\$9,643	\$9,941	\$10,249	\$10,566	\$10,893	\$11,229
FT-24-10	Planning Manager	\$9,354	\$9,643	\$9,941	\$10,249	\$10,566	\$10,893	\$11,229
FT-24-11	Senior Engineer	\$9,838	\$10,143	\$10,456	\$10,780	\$11,113	\$11,457	\$11,811
FT-24-11	Public Works Superintendent	\$9,838	\$10,143	\$10,456	\$10,780	\$11,113	\$11,457	\$11,811
FT-24-12	Chief Building/Fire Official	\$10,576	\$10,903	\$11,240	\$11,588	\$11,947	\$12,316	\$12,697
FT-24-12	City Engineer	\$10,576	\$10,903	\$11,240	\$11,588	\$11,947	\$12,316	\$12,697
FT-24-13	Information Technology Director	\$11,665	\$12,025	\$12,397	\$12,781	\$13,176	\$13,583	\$14,003
FT-24-13	City Clerk/ HR Director	\$11,665	\$12,025	\$12,397	\$12,781	\$13,176	\$13,583	\$14,003
FT-24-13	Public Works Director,PE	\$11,665	\$12,025	\$12,397	\$12,781	\$13,176	\$13,583	\$14,003
FT-24-13	Community & Economic Development Director	\$11,665	\$12,025	\$12,397	\$12,781	\$13,176	\$13,583	\$14,003
FT-24-13	Finance Director	\$11,665	\$12,025	\$12,397	\$12,781	\$13,176	\$13,583	\$14,003
FT-24-14	City Attorney	\$12,701	\$13,093	\$13,498	\$13,916	\$14,346	\$14,790	\$15,247
FT-24-14	Assistant City Administrator	\$12,701	\$13,093	\$13,498	\$13,916	\$14,346	\$14,790	\$15,247
FT-24-15	City Administrator	\$13,513	\$13,931	\$14,362	\$14,806	\$15,264	\$15,736	\$16,223
All Steps are 3% lower than the higher step. All Comparables are at step 7 (AWC averages are top step)								
All Hourly Compensation Rates are based upon the Monthly Rate Divided by 173.33 Hours.								

Budget Amendment No. 1

2024 Budget Amendment Worksheet

<i>Fund</i>	<i>Resolution/ Ordinance</i>	<i>Item</i>	<i>Beg. Fund Balance Ord.</i>	<i>Adopted Revenue Budget</i>	<i>Adjusted Revenue</i>	<i>Total Revenues</i>	<i>Adopted Expenditure Budget</i>	<i>Adjusted Expenditures</i>	<i>Total Expenditures</i>	<i>Estimated End. Fund Balance</i>
General Fund # 001										
	Ord. O-23-0655	Appropriated Budget	6,210,787	8,662,792	-	8,662,792	11,139,229	-	11,139,229	3,734,350
	Ord. O-24-0XXX	Amended Budget								
		Senior Planner	-	-	-	-	-	(113,492)	(113,492)	113,492
		Planning Manager	-	-	-	-	-	83,384	83,384	(83,384)
		General Fund # 001 Total	6,210,787	8,662,792	-	8,662,792	# 11,139,229	(30,108)	11,109,121	3,764,458

Note: While the planning manager position is a higher paid position, the total impact on the budget is a reduction of cost due to the time the senior planning position remains unfilled. The 2025 budget will reflect the moderate increase in cost of the planning manager over the full year.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0715 - Resolution No. 24-0715 Fee Schedule Amendment	Agenda Item #:
	For Agenda of: 4/9/2024
	Prepared by: Lauren Balisky
Attachments (list): 1. RESOLUTION 24.0715, Fee Schedule	
Approval of Materials: Lauren Balisky Rachel Pitzel, City Clerk/HR Director 4/3/2024 Dave Gray 4/4/2024 Dave Olson 4/4/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 04/02/2024 SS 04/09/2024 RCM

Summary Statement:

On April 2, 2024, staff presented options to reduce fees for non-profit entities associated with Temporary Use Permits (TUPs) and other application types. As a result of that discussion, attached is a proposed amendment to the City of Edgewood Fee Schedule to reduce the cost of TUP applications.

The effective date is proposed for Monday, April 15, 2024, to allow staff adequate time to update the permit system, website, and customer materials.

Item History:

Recommended Action: MOTION to adopt AB24-0715 - Resolution No. 24-0715 adopting an amendment to the City of Edgewood Fee Schedule as presented.

Alternatives:

1. No action (do not adopt a resolution);
2. Adopt the proposed resolution with a modification to reduce the fee to the prior fee of \$350;
3. Adopt the proposed resolution with a modification to have a tiered fee schedule. For example:
 - Neighborhood or community garage sales, moving sales and similar activities for the sale of personal belongings: \$0
 - Non-profit entities or government agencies: \$100
 - All other uses: \$500

Fiscal Note/Consideration:

RESOLUTION NO. 24-0715

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, FOR THE PURPOSE OF UPDATING THE FEE RELATED TO PROCESSING TEMPORARY USE PERMITS, AMENDING THE OFFICIAL FEE SCHEDULE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council by Ordinance has ordained that all fees and charges shall be set by resolution; and

WHEREAS, the fee schedule is updated from time to time to add or change fees to recover the cost for services the city provides; and

WHEREAS, the City established the current City of Edgewood Fee Schedule in Resolution No. 23-0692; and

WHEREAS, the City Council desires to amend the fee for a Temporary Use Permit;

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

Section 1. Fee Schedule Amended. Table ELU-2 of the City of Edgewood Fee Schedule approved in Resolution No. 23-0692 is hereby amended to read as follows:

Review Type	Fee
... Temporary Use Permit (EMC 18.50.070)	\$500.00 \$100.00

Section 2. Direction to Staff. Staff is hereby authorized and instructed to make the necessary changes to the City of Edgewood Fee Schedule to reflect the above amendment.

Section 3. Effective Date. This resolution will take effect on April 15, 2024.

ADOPTED THIS 9TH DAY OF APRIL, 2024

Mayor Dave Olson

ATTEST/AUTHENTICATED:

Rachel Pitzel, CMC
City Clerk