

**RESOLUTION NO. 24-1599**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH AHBL, INC. TO DEVELOP MIDDLE HOUSING REGULATIONS PURSUANT TO THE DEPARTMENT OF COMMERCE GRANT**

**WHEREAS**, the City is required to address the housing crisis with local actions and changes that could foster the development of middle housing under the State's Growth Management Act, pursuant to HB 1110; and

**WHEREAS**, the City has received a Middle Housing Grant from the State Department of Commerce to defray the costs of performing this work in the amount of \$50,000 between February 1, 2024 and May 31, 2025; and

**WHEREAS**, to ensure the next periodic update of the comprehensive plan complies with all applicable laws, regulations, and requirements, the City contracted with the consulting firm AHBL, Inc. in 2022 to provide services to update the City's Comprehensive Plan for Community Development; and

**WHEREAS**, the AHBL planning consultants have extensive knowledge of the requirements imposed by the applicable periodic update to the Comprehensive Plan, Department of Commerce Middle Housing grant scope of work, and City codes; and

**WHEREAS**, continuing to use existing planning resources from AHBL to prepare Middle Housing regulations will maximize the accuracy of the City's review of the Comprehensive Plan for consistency and will maintain efficiency in processing development regulations that are aligned with goals and policies of the Housing Element in the Periodic Update to the Comprehensive Plan; and

**WHEREAS**, AHBL, Inc. is willing and able to provide the requested services on the terms and conditions set forth in the contract attached hereto and described in the Scope of Work as Attachment A and Budget in Attachment B;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

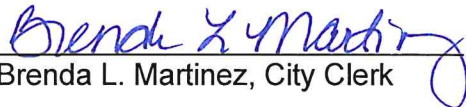
**Section 1.** The Mayor is hereby authorized to execute a professional services contract between the City and AHBL, Inc., for planning services to develop Middle Housing regulations in an amount not to exceed \$50,000, substantially in the form attached hereto as Attachment A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 1<sup>ST</sup> DAY OF FEBRUARY,  
2024.

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF BLACK DIAMOND AND  
AHBL, INC. FOR PLANNING SERVICES**

THIS AGREEMENT is made effective as of February 1, 2024, by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc. (hereinafter the "Consultant"), a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, WA 98403.

**RECITALS**

WHEREAS, the City is required to address the housing crisis with local actions and changes that could foster the development of middle housing (per the changes to the state's Growth Management Act, pursuant to HB 1110); and

WHEREAS, the City has received a "Middle Housing Grant" from the state to defray the costs of performing this work. The funding from the state (Dept. of Commerce) will be \$25,000 in the fiscal year that ends June 30, 2024 and the remaining \$25,000 in the fiscal year that runs July 1, 2024 through June 30, 2025; and

WHEREAS, the Consultant was previously selected to provide planning services pursuant to previously executed contracts for the comprehensive plan; and

WHEREAS, the City desires for Consultant to continue providing similar planning services and Consultant has agreed to provide such services on the terms and conditions provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

**I. Description of Work.**

The Consultant shall provide land use planning services as specifically described in Exhibit A according to the budget set out in Exhibit B.

The Consultant represents and warrants that it and any staff member assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant(s) under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. The Consultant shall not subcontract with any subconsultant for the performance of any work under this Agreement without prior written permission of the City.

## **II. Payment**

A. The City shall pay the Consultant for the Scope of Work specified in Exhibit A in accordance with the amounts shown for each of the four Tasks listed in Exhibit B, with hourly rates of the Planner(s) and Project Manager(s), Principal or Associate Principal assigned to the project as described in the billing rates in Exhibit C. The payment made by the City to the Consultant shall not exceed \$50,000 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amended or supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to suspend or terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The payments described in Exhibit B shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals needed to complete the work.

C. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the City in excess of the not-to-exceed amount in Section II(A) above, without a duly authorized amendment to this Agreement. The amount paid by the City for each invoice shall not exceed the amount in Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, attached hereto.

## **III. Relationship of Parties**

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for

its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

#### **IV. Duration of Work**

This Agreement is effective as of February 1, 2024, and shall remain in effect until July 31, 2025, unless terminated by written notice in accordance with Section V, below. The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties and the City has issued a Notice to Proceed. The parties agree that the individual projects assigned to the Consultant may have individual deadlines for completion that must be met, as described in the Task Orders.

#### **V. Termination**

A. Termination of Agreement. The City may terminate this Agreement for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. Termination shall be effective immediately upon posting or transmission of written notice by the City, or on such date as stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

#### **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

#### **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the

sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

#### **VIII. Insurance**

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

B. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

D. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

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

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily



limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

### **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### **X. Ownership and Use of Records and Documents**

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

### **XI. City's Right of Inspection**

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the City for completion, the work must meet the approval of the City, and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered hereby or accruing out of the performance of such operations.

### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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



### **XIII. Work Performed at the Consultant's Risk**

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

### **XIV. Non-Waiver of Breach**

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

### **XV. Resolution of Disputes and Governing Law**

If any dispute, misunderstanding, or conflict arises as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Black Diamond, who shall determine the term or provision's true intent or meaning. The Mayor of the City of Black Diamond shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement that cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, then any resulting litigation must be filed in King County Superior Court, King County, Washington, which shall be the exclusive venue for disputes relating to the interpretation, performance, or enforcement of this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington, exclusive of its choice-of-law rules. The non-prevailing party in any action brought to enforce this Agreement shall pay the other party's expenses and reasonable attorney's fees.

### **XVI. Written Notice**

Unless otherwise specified, any written notice required by this Agreement shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

**CONSULTANT:**

Attn: Wayne Carlson, FAICP, LEED AP  
AHBL, Inc.  
2215 North 30th Street  
Suite 300  
Tacoma, WA 98403

**CITY:**

Attn: Mona Davis  
City of Black Diamond  
PO Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

**XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City is void. If the City gives its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment may be made without the City's consent.

**XVIII. Modification and Severability**

No waiver, alteration, or modification of any of the provisions of this Agreement is binding unless in writing and signed by the duly authorized representatives of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason 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 provision.

**XIX. Entire Agreement**


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

AGREED TO AND EXECUTED BY:

**CONSULTANT**

**CITY OF BLACK DIAMOND**

By: \_\_\_\_\_  
Wayne E. Carlson  
Principal

By:   
Carol Benson  
Mayor

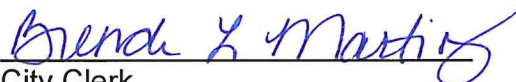
**Consultant:**

**AHBL, Inc.**  
2215 North 30th Street, Suite 300  
Tacoma, WA 98403-3350

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

  
City Clerk

## **EXHIBIT A SCOPE OF WORK**

Background: The City of Black Diamond is required to address the housing crisis with local actions and changes that could foster the development of middle housing (per the changes to the state's Growth Management Act, pursuant to HB 1110). The City has received a "Middle Housing Grant" from the state to defray the costs of performing this work. The funding from the state (Dept. of Commerce) will be \$25,000 in the fiscal year that ends June 30, 2024 and the remaining \$25,000 in the fiscal year that runs July 1, 2024 through June 30, 2025. This scope of work has been prepared to align with the grant award, both with respect to timing and funding (no work on tasks 2-4 will begin until on or after June 1, 2024).

Note: this scope of work is distinct and separate from a separate work scope for the Comprehensive Plan periodic update, which includes an update to the City's Housing Element. The work scope for the Housing Element updates was prepared prior to the passage of HB 1110 and therefore did not include any specific work on Middle Housing analysis.

### **Task 1: Prepare Draft Middle Housing Comprehensive Plan Policies**

In Task 1 the City will establish approaches to foster middle housing development in relation to the Comprehensive Plan Periodic Update.

#### **1.1: Middle Housing Options Memorandum (February 2024)**

Based on the City's Housing Action Plan (which was adopted in 2021) and other resources such as guidance documents and materials from the State Dept. of Commerce, the Consultant will prepare a memorandum that identifies the menu of choices (Middle Housing Options Memo) that City decisionmakers can use to evaluate options to potentially accelerate the production of middle housing within the City of Black Diamond.

#### **1.2: Presentation to City Council (April 2024)**

The Consultant will present the memo from Task 1.1 to the Black Diamond City Council. The purpose of the meeting will be to review the memo and seek direction from the Council related to which strategies should be further developed.

#### **1.3: Comprehensive Plan Policies (May 2024)**

After receiving direction from the City Council, the Consultant will review the Land Use, Housing, and Capital Facilities and Utilities elements of the City's draft Comprehensive Plan to explore opportunities to remove impediments and incentivize the production of middle housing units within the City of Black Diamond. This may include removing, editing, or adding goals and policies.

#### Task 1 Deliverables:

- Middle Housing Options Memorandum in electronic format (February 2024)
- Draft Middle Housing Comprehensive Plan Policies (May 2024)

## **Task 2: Evaluate City Design Standards / Guidelines and Related Review Procedures**

In Task 2 the City's Design Guidelines will be analyzed. The guidelines have not been updated since adoption in 2009. In particular, the Guidelines will be reviewed against the City's Housing Action Plan, State legislation, and drafted changes to the Comprehensive Plan. At this point, the Comprehensive Plan would still be under review. City procedures will also be analyzed.

### **2.1: Review Design Guidelines (July 2024)**

The Consultant will review and evaluate the set of various Design Guidelines that apply to residential development as adopted in BDMC 18.74.010, together with the Gateway Overlay requirements. We will explore how the design standards and guidelines either hinder, or foster, middle housing development opportunities.

### **2.2: Review Procedures and Processes (July 2024)**

The Consultant will review and evaluate the City's procedures and processes for review of permits for design standards and guidelines (as set out in BDMC 18.74.020 and 18.74.030 and other code sections where applicable) and recommend any changes that appear necessary or helpful.

### **2.3: Prepare Memo on Design Guidelines and City Process (August 2024)**

The consultant will prepare a memo summarizing the findings and conclusions that result from the investigative work performed under Tasks 2.1 and 2.2. The memo will include the consultant's evaluation of how the City's procedures and guidelines do or do not comply with HB 1110 and ESHB 1293 (i.e., use of objective language).

### **2.4: Planning Commission Workshop (September 2024)**

The Consultant will present the memo generated in Task 1.3 to the Planning Commission in a workshop setting; public comments will be solicited.

### **2.5: Draft Design Guidelines (November 2024)**

The Consultant will prepare draft edits to the various Design Guidelines (that apply to residential development in the city) documents, as adopted in BDMC 18.74.010 as well as edits to those portions of the municipal code that set out procedures for the administration of the design review process to align with the requirements of HB 1110 and ESHB 1293.

#### Task 2 Deliverables:

- City Design Standards/Guidelines Evaluation Memorandum in electronic format (August 2024)
- Draft Design Guidelines (November 2024)

## **Task 3: Research and Prepare Draft Middle Housing Development Regulation Amendments**

Whereas Task 2 involves an assessment of Design Guidelines and City procedures, in Task 3 the City will shift the focus to analyzing changes needed to development regulations so the City can meet objectives outlined in the Housing Action Plan, comply with upcoming State legislation with respect to housing, and align this work with the Periodic Update.

### **3.1: Review of Development Regulations (July 2024)**

The Consultant will review and evaluate existing development regulations for ways to remove impediments to and incentivize the construction of middle housing using the Commerce *Middle Housing Model Ordinance*. We expect this to generally be limited to Title 18 BDMC.

### **3.2: Memorandum on Development Regulations/HAP Objectives (August 2024)**

The Consultant will prepare a memo that outlines strategic objectives as identified in the City's recently adopted Housing Action Plan and analyzes how the City can meet its objectives. At minimum, the memo will address the following:

- Potential changes to development regulations of zones allowing residential in order to foster middle housing.
- Allowing duplexes outright in certain zones instead of conditionally.
- Recognizing if a need exists to consider special exceptions to the City's regulations for legal non-conforming uses to allow the expansion and/or modification of "grandfathered" homes and housing units.
- Identifying potential merits of the City exploring "how a form-based code with design guidelines reflective of the community's values can lead to favorable infill development."

### **3.3: Planning Commission and City Council Workshops (Fall 2024)**

The Consultant will facilitate one meeting of the Black Diamond Planning Commission and one meeting of the City Council to review the memo on development regulations and Housing Action Plan objectives. Direction and feedback will be solicited to determine which strategies should be further developed.

### **3.4: Draft Code Amendments (December 2024)**

The Consultant will prepare draft amendments to the Black Diamond Municipal Code to facilitate the production of middle housing in residential zones. We anticipate this will include Title 18, Zoning, and potentially Title 17, Divisions of Land. The work will be produced in legislative bill format (underline/strikeout) for subsequent consideration under Task 4 by the City Council.

#### Task 3 Deliverables:

- Code Evaluation Memorandum in electronic format
- Draft Middle Housing Ordinance in electronic format

## **Task 4: State Notice of Intention to Adopt, SEPA Environmental Review and Adoption**

### **4.1: SEPA Addendum (January 2025)**

The Consultant will transmit the draft Middle Housing Ordinance from Task 3.4 to the State for State agency review (RCW 36.70A.106) and issue a SEPA threshold determination. Note: we anticipate that an addendum to the SEPA environmental review used for the City's 2024 Periodic Update will be an option).

#### **4.2: Planning Commission Briefing/Study Session (January 2025)**

The Consultant will prepare for and attend one Planning Commission Briefing/Study Session to present the draft Middle Housing Ordinance before the Planning Commission. The study session will be used to answer questions and facilitate commission discussion and consideration.

#### **4.3: Planning Commission Public Hearing (February 2025)**

The Consultant will prepare for and attend one Planning Commission Public Hearing to present a revised draft of the Middle Housing Ordinance before the Planning Commission.

#### **4.4: City Council Briefing/Study Session (April 2025)**

The Consultant will prepare for and attend one City Council Briefing/Study Session to present the revised draft Middle Housing Ordinance before the Council. The study session will be used to answer questions and facilitate discussion and consideration amongst Councilmembers.

#### **4.5: City Council Public Hearing – Adoption (May 2025)**

The Consultant will prepare for and attend one City Council Public Hearing to present the final Middle Housing Ordinance.

#### Task 4 Deliverables:

- SEPA Addendum
- Revised draft(s) of Middle Housing Ordinance in electronic format (number of revised drafts will depend on the extent of Planning Commission and City Council feedback)
- Adopted Middle Housing Ordinance



**EXHIBIT B  
BUDGET**

<p><b>Task 1. Prepare Draft Middle Housing Comprehensive Plan Policies</b></p> <ul style="list-style-type: none"> <li>• Middle Housing Options Memorandum in electronic format</li> <li>• Draft Middle Housing Comprehensive Plan Policies</li> </ul>	\$ 25,000
<p><b>Task 2: Evaluate City Design Standards / Guidelines and Related Review Procedures</b></p> <ul style="list-style-type: none"> <li>• City Design Standards/Guidelines Evaluation Memorandum in electronic format</li> <li>• Draft Design Guidelines</li> </ul>	\$ 7,500
<p><b>Task 3: Research and Prepare Draft Middle Housing Development Regulation Amendments</b></p> <ul style="list-style-type: none"> <li>• Code Evaluation Memorandum in electronic format</li> <li>• Draft Middle Housing Ordinance in electronic format</li> </ul>	\$ 7,500
<p><b>Task 4: State Notice of Intention to Adopt, SEPA Environmental Review and Adoption</b></p> <ul style="list-style-type: none"> <li>• SEPA Addendum</li> <li>• Revised draft(s) of Middle Housing Ordinance in electronic format (number of revised drafts will depend on the extent of Planning Commission and City Council feedback)</li> <li>• Adopted Middle Housing Ordinance</li> </ul>	\$ 10,000
<p><b>Total:</b></p>	\$ 50,000

# SCHEDULE OF CHARGES & COMPENSATION



Principal .....	260.00/Hour	Director of Landscape Architecture .....	185.00/Hour
Associate Principal .....	240.00/Hour	Senior Landscape Architect.....	160.00/Hour
Senior Project Manager .....	215.00/Hour	Landscape Architect 2 .....	145.00/Hour
Project Manager .....	205.00/Hour	Landscape Architect 1 .....	135.00/Hour
Senior Planning Project Manager .....	195.00/Hour	Senior Landscape Designer .....	135.00/Hour
Planning Project Manager.....	185.00/Hour	Landscape Designer 3.....	125.00/Hour
Survey Project Manager.....	185.00/Hour	Landscape Designer 2.....	115.00/Hour
Assistant Project Manager .....	145.00/Hour	Landscape Designer 1 .....	105.00/Hour
Project Engineer 6.....	195.00/Hour	Senior Landscape Technician .....	135.00/Hour
Project Engineer 5.....	185.00/Hour	Landscape Technician 3.....	110.00/Hour
Project Engineer 4.....	175.00/Hour	Landscape Technician 2.....	95.00/Hour
Project Engineer 3.....	155.00/Hour	Landscape Technician 1.....	85.00/Hour
Project Engineer 2.....	140.00/Hour	Project Surveyor .....	165.00/Hour
Project Engineer 1.....	120.00/Hour	Senior Survey Technician.....	140.00/Hour
Senior Engineer Technician.....	140.00/Hour	Survey Technician 3 .....	130.00/Hour
Engineer Technician 3 .....	130.00/Hour	Survey Technician 2 .....	115.00/Hour
Engineer Technician 2 .....	115.00/Hour	Survey Technician 1 .....	100.00/Hour
Engineer Technician 1 .....	100.00/Hour	Chief of Parties.....	175.00/Hour
Engineer Technician .....	85.00/Hour	Survey Crew.....	220.00/Hour
Project Administrator .....	115.00/Hour	1-Person Survey Crew.....	130.00/Hour
Project Expeditor .....	90.00/Hour	Graphic Designer .....	120.00/Hour
Senior Urban Designer.....	165.00/Hour	Technical Editor .....	120.00/Hour
Urban Designer .....	155.00/Hour	Word Processor/Sr. Administrative Asst. ....	90.00/Hour
Planner 5 .....	165.00/Hour	Administrative Assistant.....	85.00/Hour
Planner 4 .....	155.00/Hour	Outside Consultants.....	Separate Fee Proposal
Planner 3 .....	140.00/Hour	Geotechnical Engineers.....	Separate Fee Proposal
Planner 2 .....	120.00/Hour	Environmental Consultants.....	Separate Fee Proposal
Planner 1 .....	110.00/Hour		
Planning Technician.....	85.00/Hour		

Large Format Bond .....	0.50/sf
Large Format High Density Color Bond .....	2.00/sf
Large Format Mylar.....	2.00/sf
Small Format Color Bond 11 X 17 .....	0.50/Sheet
Small Format Color Bond 8.5 X 11 .....	0.40/Sheet

**The Schedule of Charges and Compensation is subject to change.**

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.